

Yoon v. The Owners, Strata Plan NW86, 2026 BCCRT 1107

This decision forms part of Courtready.ca's Canadian AI-Hallucination Cases Database, which tracks Canadian legal decisions addressing fabricated citations and other misuse of artificial intelligence in legal submissions. Courtready.ca obtained this decision from the Canadian Legal Information Institute (CanLII).

FULL DATABASE

<https://courtready.ca/fictitious-citations-in-canadian-courts/>



Civil Resolution Tribunal

Date Issued: July 24, 2026

File: ST-2024-011301

Type: Strata

Civil Resolution Tribunal

Indexed as: *Yoon v. The Owners, Strata Plan NW86*, 2026 BCCRT 1107

2026 BCCRT 1107 (CanLII)

B E T W E E N :

TAE HYUN YOON and EUNJU KIM

APPLICANTS

A N D :

The Owners, Strata Plan NW86

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Alison Wake

INTRODUCTION

1. Tae Hyun Yoon owns a strata lot in the respondent strata corporation, The Owners, Strata Plan NW86. Eunju Kim is Mr. Yoon's mother, who used to own the strata lot. I address her status in more detail below. Mr. Yoon represents the applicants.

2. The strata fined the applicants for unreasonable noise in 2022 and 2023. The applicants paid the fines, but say they were improper. The applicants ask for a refund of \$1,600 for the fines.
3. The strata disputes the applicants' claims and says the fines were validly imposed. It asks me to dismiss this dispute. A strata council member represents the strata.

JURISDICTION AND PROCEDURE

4. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over strata property claims under section 121 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 says the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
5. CRTA section 39 gives the CRT discretion to decide the hearing's format, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice and fairness. So, I decided to hear this dispute through written submissions.
6. The CRT may accept as evidence information that it considers relevant, necessary and appropriate, even where the information would not be admissible in court.
7. Under CRTA section 123 and the CRT rules, in resolving this dispute the CRT may order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the CRT considers appropriate.

Mrs. Kim's status as an applicant

8. The parties' evidence shows that Mrs. Kim formerly co-owned the strata lot, and Mr. Yoon resided there. Mrs. Kim was initially named as a co-applicant to this dispute. However, during the CRT's intake process, CRT staff informed Mrs. Kim and Mr.

Yoon that Mrs. Kim could not be named as an applicant because she was not on title to the strata lot at that time. So, the applicants agreed to remove Mrs. Kim as a co-applicant.

9. I find this was an inadvertent error by CRT staff. Section 189.1(1) of the *Strata Property Act* (SPA) says that a strata corporation, owner, or tenant may request that the CRT resolve a strata property dispute. However, in *Downing v. Strata Plan VR2356*, 2019 BCSC 1745, the court confirmed that an “owner” includes a former owner. So, I find that Mrs. Kim has standing to bring this CRT dispute about claims that arose when she was an owner.
10. I considered asking Mr. Yoon for confirmation that Mrs. Kim consents to being a co-applicant in this dispute. However, given that the applicants already attempted to include Mrs. Kim as a co-applicant and only agreed to remove her at the CRT’s direction, I find it is sufficiently clear that the applicants intended Mrs. Kim to act as a co-applicant. Further, I find Mrs. Kim is a proper co-applicant as the strata issued some of the fines at issue to her when she was still an owner. So, I have used my discretion under CRTA section 61 to add Mrs. Kim as an applicant to this dispute.

The strata’s submissions

11. The strata cites several non-existent CRT and court decisions and sections of legislation in its submissions. I find these are likely “hallucinations”, meaning false or misleading results generated by artificial intelligence. In *AQ v. BW*, 2025 BCCRT 907, a tribunal member decided their obligation to provide sufficient reasons did not require them to address arguments with no basis in law. I agree with this reasoning. While I have reviewed all of the strata’s submissions, I have only addressed what is relevant in my decision below.

ISSUE

12. The issue in this dispute is whether the strata must refund the applicants \$1,600 for bylaw fines.

EVIDENCE AND ANALYSIS

13. In this civil dispute, the applicants must prove their claims on a balance of probabilities, meaning more likely than not. I have read all the parties' evidence and submissions, but only refer to what is necessary to explain and give context to my decision.

Background

14. Mrs. Kim used to co-own strata lot 63 (SL63) with another person, YY, who is not a party to this dispute. In November 2022, Mrs. Kim and YY transferred SL63 to Mr. Yoon. Mr. Yoon resided in SL63 at all relevant times in this dispute.
15. This dispute concerns 8 bylaw fines, totalling \$1,600, that the strata issued to the applicants in 2022 and 2023 for unreasonable noise associated with Mr. Yoon's vehicle. The strata's bylaw 3(1)(b) says that an owner, tenant, occupant or visitor must not use a strata lot, the common property, or the common assets in a way that causes unreasonable or objectionable noise.
16. The strata says that the applicants voluntarily paid the fines, and cannot now argue that they were improper. I disagree. Previous CRT decisions have found that payment of a fine is not admission of a bylaw contravention. See, for example, *Universal TV Service Centre Ltd. v. The Owners, Strata Plan LMS 1183*, 2026 BCCRT 49, at paragraph 17. So, I find the applicants are entitled to dispute the fines even though they have already been paid.

Validity of bylaw fines

17. For a bylaw fine to be valid, the strata must strictly comply with all the procedural steps set out in SPA section 135. See *Terry v. The Owners, Strata Plan NW 309*, 2016 BCCA 449, and *The Owners, Strata Plan NW 307 v. Desaulniers*, 2019 BCCA 343. Section 135 says that before fining an owner, the strata must receive a complaint, let the owner respond to it, and give them a written decision imposing a fine. In *Terry*, the court found that these requirements also include an implied obligation to inform the owner that the strata is contemplating a fine.

18. SPA section 135(3) says that in the case of a “continuing contravention”, the strata may impose a fine without further compliance with section 135. In other words, if the contravention continues, the strata need not repeat the steps set out in section 135(1) before imposing another fine.
19. However, in *The Owners v. Grabarczyk*, 2006 BCSC 1960, the BC Supreme Court found that noise nuisance that occurs on different dates is not a continuing contravention, but rather a repeated contravention. This means that in this case, the strata was required to comply with SPA section 135 for each noise complaint.
20. For the following reasons, I find the strata did not comply with these requirements when it imposed the fines at issue in this dispute.

2022 fines

21. On August 17, 2022, the strata wrote to Mrs. Kim and YY. It said that the strata had received noise complaints about a loud vehicle on multiple occasions between August 9 and 13. The strata referred to bylaw 3(1)(b), and said that Mrs. Kim and YY may respond to the complaint in writing, and/or request a hearing, within 10 days.
22. Mrs. Kim responded to the strata by email, though her response is not in evidence. I infer she informed the strata that the vehicle in question belonged to Mr. Yoon. The strata responded by email on September 2 and reiterated that Mr. Yoon’s vehicle was too loud. It said that if it received more complaints, it would write to Mrs. Kim again and may begin to impose a fine until the issue was addressed.
23. On October 20, 2022, the strata wrote to Mrs. Kim and YY. The strata said that it had decided to apply fines of \$200 per complaint for contraventions on August 9, 11, and 13, September 17 and 23, and October 5 and 14. Later, after reviewing Mr. Yoon’s work schedule, the strata reversed the fines for August 9 and October 5. So, I have only considered the remaining 5 fines for 2022.
24. The strata’s correspondence does not show that it informed Mrs. Kim and YY about the alleged contraventions in September or October before fining them. As

discussed above, SPA section 135 required the strata to provide a reasonable opportunity to respond to each complaint before it imposed a fine. In practice, this requires a 2-letter process for each bylaw contravention, even for similar or repeated contraventions. The first letter must give the owners the details of each complaint. Only after giving the owners a reasonable opportunity to respond, and considering the owners' response if they gave one, can the strata send a second letter imposing a fine. See *Horvath v. The Owners, Strata Plan 1773*, 2022 BCCRT 852.

25. Here, for the September and October alleged contraventions, the strata attempted to condense this process into its single October 20, 2022 letter. By doing this, the strata failed to give Mrs. Kim and YY an opportunity to respond to the noise complaints from September and October. So, I find these fines were invalid.
26. I find the strata also failed to comply with SPA section 135 for the fines it issued for the August 11 and 13 alleged contraventions. While the strata's August 17 letter provided notice about those complaints, it did not indicate that the strata was contemplating issuing a fine, as required by *Terry*. The strata's subsequent email mentioned the possibility of fines, but only said that it may begin to impose them for future complaints. I find this did not meet the strict requirements of SPA section 135. So, I find these fines were also invalid.

2023 fines

27. On April 19, 2023, the strata wrote to Mr. Yoon and said that it had received complaints about his loud vehicle on January 9, 15, and 30. The strata said this was a "continued contravention" of bylaw 3(1)(b), and that it had decided to issue fines of \$200 per complaint.
28. As discussed above, multiple distinct instances of noise are repeated contraventions, not continuing contraventions. So, as the strata did not provide notice of these 3 complaints to Mr. Yoon before fining him, I find these fines are also invalid under SPA section 135.

Remedy

29. I have found that none of the 8 fines at issue were validly imposed under SPA section 135. While the applicant's submissions say that Mr. Yoon paid the strata \$1,000 for the 2022 fines, emails in evidence show that Mrs. Kim and YY paid these fines in November 2022 when they transferred SL63 to Mr. Yoon. So, I order the strata to reimburse Mrs. Kim \$1,000 for the 2022 fines.
30. Although the strata fined Mr. Yoon for the 2023 fines, the applicants say that the strata completed and cashed a blank cheque that Mrs. Kim mistakenly mailed to it, which it applied it to these fines. The strata initially denied doing so in its Dispute Response, but in later submissions it appears to agree. Emails from June and July 2024 show that the strata manager acknowledged that the strata had received, completed, and deposited a blank cheque from Mrs. Kim for \$794.79. While it is not entirely clear from these emails or the strata's ledger whether this amount included the 2023 fines, on July 5, 2024, the strata manager said that the only thing left on SL63's ledger was a special levy amount. So, I infer the 2023 fines had been paid by then.
31. Mr. Yoon does not say that he paid the fines personally, and the strata's ledger shows Mrs. Kim's name for most of the cheque payments it received. So, on balance, I find Mrs. Kim likely paid the 2023 fines as well. I order the strata to reimburse Mrs. Kim \$600 for the 2023 fines.
32. As I find Mr. Yoon did not pay any of the fines, I dismiss his claims for reimbursement of them.

CRT FEES, EXPENSES AND INTEREST

33. Under CRTA section 49 and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Mr. Yoon paid \$225 for CRT fees on behalf of both applicants. Although I dismissed Mr. Yoon's claims personally, I find it appropriate

to order the strata to reimburse Mr. Yoon's CRT fees as the applicants were generally successful.

34. The *Court Order Interest Act* (COIA) applies to the CRT. However, the applicants explicitly waived their right to claim interest in their Dispute Notice. So, I do not order any.
35. The strata must comply with SPA section 189.4, which includes not charging dispute-related expenses against Mr. Yoon.

ORDERS

36. Within 30 days of this decision, I order the strata to:
 - a. Pay Mrs. Kim \$1,600 as reimbursement of bylaw fines, and
 - b. Pay Mr. Yoon \$225 for CRT fees.
37. The applicants are entitled to post-judgment interest under the COIA.
38. I dismiss Mr. Yoon's remaining claims.
39. This is a validated decision and order. Under CRTA section 57, a validated copy of the CRT's order can be enforced through the British Columbia Supreme Court. Under CRTA section 58, the order can be enforced through the British Columbia Provincial Court if it is an order for financial compensation or return of personal property under \$35,000. Once filed, a CRT order has the same force and effect as an order of the court that it is filed in.

Alison Wake, Tribunal Member