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Barton v. The Owners, Strata Plan EPS4424, 2026 BCCRT 1638

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Civil Resolution Tribunal

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Civil Resolution Tribunal

Indexed as: *Barton v. The Owners, Strata Plan EPS4424*, 2026 BCCRT 1638

B E T W E E N :

MELANIE BARTON

APPLICANT

A N D :

The Owners, Strata Plan EPS4424

RESPONDENT

REASONS FOR DECISION

Tribunal Member: Micah Carmody

INTRODUCTION

1. The applicant, Melanie Barton, owns a strata lot in the respondent strata corporation, The Owners, Strata Plan EPS4424. Ms. Barton brings 2 disputes against the strata.

2. The first dispute is about Ms. Barton's damaged garage door. She says the strata must repair it. The strata says Ms. Barton damaged the door, so she must repair it.

3. The second dispute is about the strata's enforcement of its parking, harassment, and pet bylaws. Ms. Barton wants the strata to cancel fines, among other related remedies. The strata says it acted fairly when imposing the fines. In submissions, the strata says it cancelled all the fines, so the claim is moot.

4. Ms. Barton represents herself. A council member represents the strata.

JURISDICTION AND PROCEDURE

5. 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). The CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. The CRT must act fairly and follow the law. It must also recognize any relationships between parties that will likely continue after the CRT process has ended.

6. The CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court.

7. The CRT conducts most hearings in writing, but it has discretion to hold oral hearings. While credibility is an issue for the garage door damage issue, I find that I am able to assess credibility by evaluating the witness statements and submissions against the documentary evidence before me. Although not determinative, the parties did not ask me for an oral hearing, and the value of the garage door claim is relatively low. 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.

ISSUES

8. The issues in this dispute are:

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a. Did Ms. Barton damage her garage door, and who must pay for repairs?

b. Are Ms. Barton's claims about bylaw contravention fines moot?

c. Was the strata's approach to bylaw enforcement significantly unfair to Ms. Barton, and if so, what remedy is appropriate?

EVIDENCE AND ANALYSIS

9. As the applicant in this civil proceeding, Ms. Barton must prove her claims on a balance of probabilities, meaning more likely than not. While I have considered all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.

10. The strata was created in 2018 and includes 195 townhouse-style strata lots. Ms. Barton purchased strata lot 190 in April 2022.

Garage door

11. In May and June 2024, Ms. Barton and the strata manager exchanged emails about Ms. Barton's garage door.

12. Ms. Barton said her garage door was dented and needed painting. She asked if the strata would reimburse her if she had it repaired. Two days later, the strata said it had received a complaint that Ms. Barton contravened bylaw 3(2). That bylaw prohibits owners from damaging common property and parts of a strata lot that the strata must repair and maintain. The strata said that if the bylaw contravention was confirmed, it would charge back the repair costs to Ms. Barton under section 133 of the *Strata Property Act* (SPA). That provision allows the strata to charge back the cost of remedying a person's bylaw contravention.

13. Ms. Barton said the developer, "Polygon", damaged the door, so the strata should follow up with Polygon to fix it. She said the previous council told her that it was doing this before a new council was elected and a new strata manager took over. Shortly after that, Ms. Barton requested a meeting with council. The strata manager

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was confused about whether she was requesting a hearing, but a hearing was eventually held on July 29, 2024.

14. The strata's August 1, 2024, response was that the damage occurred after Ms. Barton moved in, so she was responsible for the repairs. The strata asked her to provide quotes from 3 professionals.

15. In November 2024, the strata told Ms. Barton to repair the door by December 2, 2024, or it would repair the door and charge her under SPA section 133. On December 23, 2024, Ms. Barton had a contractor repair the door. The cost was $1,139.25. She says the painting remains to be done.

Did Ms. Barton damage the door?

16. The strata acknowledges it is responsible for garage door repair and maintenance under its bylaws. Although Ms. Barton is the applicant, the strata must show it is more likely than not that Ms. Barton or her tenant, occupant or visitor damaged the garage door contrary to bylaw 3(2). I say this because the bylaw 3(2) contravention was the basis for the strata's assertion that it would charge back the repair costs if Ms. Barton did not repair the door herself. So, if Ms. Barton or her tenant, occupant or visitor did not damage the garage door, then the strata had no basis to threaten to charge back the repair costs, and must reimburse Ms. Barton for the repairs it instructed her to carry out.

17. The strata's evidence includes an MLS listing for strata lot 190 and some photos the listing contained. The photos show that the door's top half was brown, consistent with the strata colour scheme, but the bottom half was white. The photos were taken from a distance so they do not clearly show either damage or the absence of damage.

18. The strata says that in March 2024, during a routine inspection, 4 council members noted Ms. Barton's garage door was damaged. It says these council members spoke with Ms. Barton and she advised them that she had struck the garage door with her car. Ms. Barton denies saying this and denies hitting the door with her car.

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19. The strata provided no statements from any of the 4 council members involved in this conversation, and does not say why it could not provide statements. The strata also provided no documentation of its March inspection. So, the statement is a bare assertion unsupported by any evidence.

20. In contrast, Ms. Barton provided a written statement from former strata council member JM. JM said that strata lot 190's original owner damaged the door, and replaced 2 panels, which were never painted. JM said that in a routine inspection on January 15, 2022, he noted the new panels were damaged again. The strata says the written statement is unreliable because JM did not sign it. The CRT routinely accepts unsigned statements where there are other indicia of reliability. Here, there are 2024 emails from JM to Polygon and others in which they discussed unit 190's garage door. I find the emails make JM's statement reliable even though it is not signed.

21. Also in evidence is a screenshot of a spreadsheet that Ms. Barton identifies as JM's spreadsheet from the January 2022 inspection. It is preferable for witnesses like JM to identify and explain such documents in their statements. However, as noted above, the CRT has discretion to accept evidence like this. For the following reasons, I find the evidence is reliable even though JM did not refer to it. The spreadsheet is a large table that includes checkboxes for whether each strata lot is winterized, has siding issues, fence issues, plant issues, and other issues aside from garage door damage. It looks like an authentic document. Further, someone has highlighted the checkbox for strata lot 190's garage door damage to show the "edit history". This shows it was last updated in February 2022 to show garage door damage. So, I accept the spreadsheet as evidence of the strata's 2022 investigation findings.

22. The strata says Ms. Barton's May 28, 2024 email in which she said she would be "moving forward to fix the door" is consistent with an admission that she damaged the door. I disagree. I find it was an attempt to avoid non-compliance in light of the strata's assertions that it had the right to charge back repair costs if Ms. Barton did not fix the door.

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23. Based on Ms. Barton's evidence, JM's statement and emails, and the February 2022 inspection spreadsheet, I find that the garage door had pre-existing damage when she moved in. This means Ms. Barton did not breach bylaw 3(2) and the strata had no authority to charge back repairs. Although Ms. Barton had the repairs done, she would not have done so had the strata not required her to. So, I order the strata to reimburse Ms. Barton $1,139.25 for the garage door repairs.

24. Ms. Barton wants me to order the strata to paint the door. Strata corporations have discretion about how to fulfill their duty to repair and maintain property they are responsible for under their bylaws. Normally, the CRT does not intervene absent a serious breach of duty or a risk of property damage. However, the strata does not dispute that the door should be painted. It only says the painting should be done at Ms. Barton's expense. Because Ms. Barton did not breach the bylaws, she is not responsible for the painting costs. There is no evidence that other garage doors have remained unpainted for years like Ms. Barton's. I find fairness requires that the strata paint the garage door. I order the strata to paint Ms. Barton's garage door, consistent with the strata's colour scheme, within 45 days.

25. Ms. Barton asks for 4 other orders in her submissions on the garage door claim. I will briefly explain why I do not make any other orders.

26. First, Ms. Barton wants an order to "remove" the bylaw contravention notice. There is no evidence the strata fined Ms. Barton for garage door damage and she did not seek to overturn a fine. There is also no evidence that the strata keeps a "file" or "record" of owners' bylaw contraventions, so there is no purpose in ordering the contravention removed. Further, this decision establishes that Ms. Barton did not contravene bylaw 3(2) with respect to her garage door.

27. Second, Ms. Barton wants me to confirm that the garage doors are common property. I agree with the strata that the garage doors are not common property based on the relevant definitions in the SPA. Instead, the strata is explicitly responsible for them under the bylaws.

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28. Third, Ms. Barton wants me to order the strata to comply with SPA timelines. While she gave evidence that the strata did not always promptly comply with her document requests, she does not ask for any documents in this dispute. Generally, the CRT does not order strata corporations to comply with the SPA. Such orders are impermissibly vague, and the strata is already required to comply with the SPA. See *Jobanputra v. The Owners, Strata Plan VR 911*, 2025 BCSC 1610, at paragraph 74.

29. Lastly, Ms. Barton in her final reply asks me to order the strata to pay $1,000 for describing something she said as an admission. Conduct during a CRT proceeding is not a basis for damages although it can be considered in the context of ordering compensation for time spent or legal fees. In any event, I find nothing the strata said about Ms. Barton's submissions was inappropriate for the adversarial context.

Fines

30. In the Dispute Notice, Ms. Barton gave her claim about bylaw contravention fines a value of $1,000, without a breakdown. She said she wants the strata to rescind fines and remove complaints from her record. She also said she wants me to award compensation if appropriate. In submissions, she clarifies that she claims $1,000 as compensation for significantly unfair conduct.

31. The strata says most of Ms. Barton's claim is moot. It says in February 2026 the strata council voted to ratify its earlier decision to rescind all fines imposed against Ms. Barton.

32. A claim is moot when something happens after the legal proceeding starts that eliminates the live controversy between the parties. As noted in *Binnersley v. BCSPCA*, 2016 BCCA 259, where the decision will have no practical effect on the parties' rights, the court will generally dismiss the claim. This is to save resources by avoiding the time and expense of resolving claims that serve no purpose.

33. Determining mootness involves a 2-step analysis. The first question is whether the live issue has disappeared and any issues are theoretical or academic. The second

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question is whether the court or tribunal should exercise its discretion to hear the claim anyway. The factors to consider here include the need for an adversarial context, the concern for judicial or tribunal economy, and the need to respect the court or tribunal's core role. See *Borowski v. Canada (Attorney General)*, 1989 CanLII 123 (SCC).

34. Ms. Barton says the strata never issued a written rescission. I disagree. On November 21, 2025, the strata advised it was reversing a $200 fine and attached a statement of her strata lot account, showing the credit and a zero balance.

35. It is true that the letter did not say what the fine was for. It is also true that the strata's letters disclose 2 fines for different events at different times – one for alleged parking bylaw contraventions and another for unreasonable interference with a neighbour. However, it appears that the interference fine never made it onto Ms. Barton's account, or was also removed.

36. Ms. Barton says even though she was issued a credit on her account, that does not resolve the underlying allegations. She suggests that the strata may re-issue the fine, relying on the previous allegation, or escalate enforcement. This is not true. She challenged the fines in this dispute, and the strata cancelled them in response. The strata cannot legitimately re-impose the same fines. As for her concerns about her "record", as I noted above there is no evidence that the strata keeps a disciplinary record for Ms. Barton or any other resident.

37. Ms. Barton says her ownership of a dog is still a live issue. The strata asked her to identify her dog's breed so it could determine whether she was following the bylaws, which prohibit certain breeds. Ms. Barton did not provide that information, but the strata took no further enforcement steps. Unless and until the strata takes further enforcement steps, there is no issue here. In any event, neither party provided evidence about Ms. Barton's dog.

38. So, I find there is no longer any live issue with respect to the bylaw contravention fines. I also find there is no reason to hear claims about the underlying contraventions because they are fact specific. I dismiss the claim about the fines.

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39. That said, there is still a live issue about whether the strata's actions and decisions were significantly unfair to Ms. Barton.

40. The CRT has the authority to make any order to remedy a significantly unfair strata action or decision under CRTA section 123(2). Significantly unfair actions or decisions are those that are burdensome, harsh, wrongful, lacking in probity and fair dealing, unjust, inequitable, or done in bad faith. When considering whether an action or decision is significantly unfair, the owner's reasonable expectations may be a relevant consideration. See *Kunzler v. The Owners, Strata Plan EPS 1433*, 2021 BCCA 173.

41. Ms. Barton implicitly says she expected the strata to consistently enforce its bylaws and avoid targeting any individual. I find that is a reasonable expectation. However, I find the strata did not violate that expectation.

42. I find no objective evidence to support Ms. Barton's assertion that the strata engaged in targeted enforcement and harassment. The strata provided copies of the written complaints it received when Ms. Barton requested them. The strata was required to investigate those complaints.

43. The strata's approach to bylaw enforcement was perhaps imperfect. For example, it did not explain why it imposed a parking bylaw fine despite Ms. Barton's evidence that she did not breach the bylaw. However, SPA section 135(2) only requires the strata to give written notice of its decision and does not set out any requirements as to the length or content of the decision. While more clear communication may have been helpful, the process and outcome were not significantly unfair, particularly given Ms. Barton was not required to pay any fines.

44. Ms. Barton also says that the strata did not grant her hearings, contrary to SPA section 34.1. It is true that on one occasion, the strata declined to grant her a hearing she requested to address a bylaw fine. However, that was in 2025, after she started this CRT dispute about bylaw contravention fines. A hearing would have been of limited utility at that point.

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45. Further, I find the strata complied with section 135 by giving Ms. Barton the opportunity to provide a written response or request a hearing before imposing any fines. It is clear from Ms. Barton's correspondence with the strata that she views council hearings as opportunities to appeal the strata's decision if her written arguments are unsuccessful. That is not, in my view, what SPA section 135(1)(e) requires of the strata. It requires the strata to provide a reasonable opportunity to answer the complaint, including a hearing if requested.

46. Overall, I find the strata's actions and decisions in relation to Ms. Barton did not rise to the level of significant unfairness articulated in *Kunzler* and the decisions relied on in *Kunzler.*

47. Lastly, Ms. Barton asks for orders that the strata follow the SPA, stop "targeted enforcement and harassment," issue an apology, and provide council training. These types of orders are known as injunctions, which are orders requiring a party to do or stop doing something. Injunctions must clearly define what the affected party must do to comply, because injunctions can be enforced in court in contempt proceedings.

48. I find that these 4 requested orders are impermissibly vague. They each fail to provide the necessary precision for an enforceable injunction. In addition, the requested order to follow the SPA order simply repeats a legal obligation the strata already has, which as I noted above, serves no practical purpose. Forced apologies also serve no practical purpose. So, I decline to grant any remedy in ST-2024-008605, and I dismiss that claim.

CRT FEES, EXPENSES, AND INTEREST

49. Ms. Barton indicated that she did not want to claim pre-judgment interest on the garage door repair invoice, so I do not award any.

50. Ms. Barton was largely successful in one claim but unsuccessful in the other. So, in accordance with the CRTA and the CRT's rules, I find she is entitled to

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reimbursement of $225 in CRT fees, which is half the fees she paid. She did not claim dispute-related expenses.

51. The strata claimed $3,102.08 for its lawyer's invoice. CRT rule 9.5, in effect when these disputes were filed, says the CRT will not order one party to pay another party's legal fees for strata disputes unless there are extraordinary circumstances.

52. The strata points Ms. Barton's misuse of artificial intelligence tools in her submissions as an extraordinary circumstance. Current CRT rule 8.3(8) says that a party must not refer to nonexistent cases such as those created by an artificial intelligence tool. The rules in effect when this dispute started did not contain the same prohibition. However, the rules allow the CRT to consider any factors it deems appropriate. The CRT has considered the appearance of non-existent cases in submissions under the old rules. See, for example, *Simpson v. Hung Long Enterprises Inc.*, 2025 BCCRT 525.

53. I acknowledge that Ms. Barton is not a lawyer and legal research is challenging. However, she is responsible for the information she provides to the CRT. That said, she only cited 2 non-existent cases. As the strata does not say otherwise, I find it quickly realized that these were non-existent cases, and did not spend a great deal of time on them. Had there been many non-existent cases or principles, I might have ordered Ms. Barton to pay some of the strata's legal fees to acknowledge the need to verify the citations or disprove their alleged principles, but that was not the case.

54. Otherwise, I find this was a typical dispute of average complexity that does not warrant reimbursement of legal fees. So, I dismiss the strata's claim for legal fees.

ORDERS

55. Within 21 days of the date of this order, I order the strata to pay Ms. Barton a total of $1,364.25, broken down as $1,139.25 for the garage door repair and $225 in CRT fees.

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56. Ms. Barton is entitled to post-judgment interest, as applicable.

57. Within 45 days of the date of this order, I order the strata to paint Ms. Barton's garage door consistent with the strata's colour scheme.

58. I dismiss Ms. Barton's remaining claims.

59. 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 a court order.

Micah Carmody, Tribunal Member

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