



# Civil Resolution Tribunal

Date Issued: February 27, 2026

File: ST-2024-002648

Type: Strata

Civil Resolution Tribunal

Indexed as: *Chiu v. The Owners, Strata Plan LMS1636*, 2026 BCCRT 337

BETWEEN:

ESTHER MAY LING CHIU

**APPLICANT**

AND:

The Owners, Strata Plan LMS1636

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Deanna Rivers

## INTRODUCTION

1. The applicant, Esther May Ling Chiu, owns and lives in strata lot 11 (SL11) in the respondent strata corporation, The Owners, Strata Plan LMS1636. The strata fined Miss Chiu \$200 for not complying with its recommendations for rodent prevention.

She asks for an order removing the fine and requiring the strata to replace her patio door screen, which she values at \$200. Miss Chiu represents herself.

2. The strata says Miss Chiu left her exterior patio door open, allowing rodents to chew through her screen. It says her suite is untidy and contains odours and food that attract rodents. It says the fine was appropriate and it is not responsible to replace the screen. A council member represents the strata.
3. For the following reasons, I allow Miss Chiu's claims.

## **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 *Civil Resolution Tribunal Act* (CRTA) section 121. CRTA section 2 says the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness, and recognize any relationships between the dispute's parties that will likely continue after the CRT process has ended.
5. CRTA section 39 says the CRT has discretion to decide the format of the hearing, 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.
6. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, even where the information would not be admissible in court. Under CRTA section 123, 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.

## ISSUES

7. The issues in this dispute are:
  - a. Did Miss Chiu breach the strata's bylaws?
  - b. Must the strata replace Miss Chiu's patio door screen?

## EVIDENCE AND ANALYSIS

8. In a civil proceeding like this one, Miss Chiu as the applicant must prove her claims on a balance of probabilities, meaning more likely than not. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find necessary to explain my decision.
9. The strata was created in 1994 under the *Condominium Act* and now continues under the *Strata Property Act* (SPA). It consists of 56 strata lots in one building in Vancouver. Miss Chiu lives in SL11, a ground floor suite with a patio.
10. Land Title Office documents confirm the strata filed a complete new set of bylaws in 2013, and has made other bylaw amendments since that date. I refer to the relevant bylaws below.

### ***Background***

11. Miss Chiu moved to SL11 in 2017.
12. The December 16, 2021 council meeting minutes say the strata hired a contractor, Abell Pest Control, the previous year, but entered into a year-round contract with Abell due to increased reports of rodent activity.

### 2022

13. On the 2022 August long weekend, Miss Chiu left her patio doors open one afternoon while she washed her patio. Later that month, she trapped 5 or 6 rodents in her suite and notified the strata.

14. The strata says:
  - a. Abell checked traps at the strata property on August 2 and 4. It does not say any traps had rodents.
  - b. On August 8, an unidentified person saw a mouse running along the base of Miss Chiu's living room wall.
  - c. Abell checked traps on August 31, and on September 1, 2, and 20. Again, it does not say any rodents were caught.
15. On September 8, 2022, the strata notified owners that Abell placed bait traps for rodents on the ground level, and asked owners to keep their patio doors closed for 2 weeks.
16. The strata says rodents gnawed a small hole in Miss Chiu's ceiling tile in October and in her living room window screen in November. Miss Chiu says she repaired the screen with duct tape.
17. On December 15, 2022, the strata wrote that it would no longer cover costs due to Abell's frequent visits to her unit and patio area. It required Ms. Chiu to hire her own pest control service, follow its recommendations, and provide reports. The strata listed required actions, including not leaving doors or windows open, storing food in sealed containers, cleaning up droppings immediately, repairing damaged screens, decluttering her patio, and keeping her suite clean. It said that failure to follow these requirements may result in a fine.
18. The letter cited bylaws 2(1)(a) to (c) and (9). From the quoted text, I find this was meant to refer to bylaw 3(9)(i).
  - a. Bylaw 2(1)(a) to (c) says an owner must not use or permit be used a strata in a way that causes a nuisance or hazard to another person, causes unreasonable or excessive noise, vibration or smell, or unreasonably interferes with the right of other person to use and enjoy the common property.

- b. Bylaw 3(9)(i) says an owner must not allow a strata lot to become unsanitary or a source of odour.

## 2023

19. Abell continued to provide pest control services to the strata.
20. In August 2023, neighbours helped Miss Chiu clean her patio and dispose of items. She provided a photo of her patio showing only chairs, tables, 2 mats and a cooler. On October 3, Miss Chiu trapped another rodent in her suite. She repaired a hole in her patio door screen with duct tape because the style of the door did not allow for rodent-proof mesh.
21. On October 16, another owner and an Abell employee attended SL11. The strata says the Abell employee reported droppings, urine, food debris, and odour in her oven drawer, although Abell provided no direct evidence. Miss Chiu agrees her suite was temporarily disorganized because she was undergoing vertigo treatment, which is supported by an October 11, 2023 letter from Myah Physiotherapy and Wellness.
22. Miss Chiu says she had her home professionally cleaned on October 30, including having a friend move appliances so they could be cleaned under. A photo shows the area under her stove clean. She also removed a potted fig tree and compost from her patio, placed repellents outside and inside her suite and doors, and used a rodent repellent sound device.
23. In November 2023, the strata says it replaced the living room window screen and repaired the hole in the ceiling tile. It provided a letter from another owner that asserts that Abell said recurring issues would continue unless the suite was professionally cleaned and the screens repaired. It also provided an undated general letter from Abell recommending cleaning flooring including under appliances, decluttering storage areas so more traps can be set, and ensuring screen doors and windows are intact to help control issues such as the rodents occurring in SL11. The strata says it sent this letter to Miss Chiu.

24. Miss Chiu says she received a warning letter on November 21, 2023. That letter is not in evidence.
25. The strata says there was another mouse in SL11 on November 23, but did not say who saw the rodent or provide any evidence. Ms. Chiu says she has not had rodent issues since October 2023.
26. Miss Chiu attended a strata council hearing on December 19. On December 20, the strata and Miss Chiu agreed to equally share the cost to replace the living room window screen, although Miss Chiu says she had no legal obligation to contribute. On December 22, the strata fined Miss Chiu \$200 under the bylaws noted above. That letter is not in evidence.

#### 2024 to 2025

27. On January 8, 2024, the strata wrote to Miss Chiu. That letter alleged she left food on the table, crumbs on the floors, food on counters, cabinets, in the pantry, and on the patio, and groceries on the floor. It said she did not follow Abell's suggestions.
28. However, Miss Chiu says since September 2022 she has stored all pantry food items in sealed containers, and she provided photographs confirming this.
29. In October 2024, a plumber noted droppings under Miss Chiu's kitchen sink. Ms. Chiu cleaned them up immediately.
30. In January 2025, the city notified residents that it was removing vegetation in the area which would cause rats to be displaced, and recommended residents remove clutter, not leave food outside, and keep exterior doors closed.

#### ***Did Miss Chiu breach the strata's bylaws and is the fine valid against her?***

31. As noted above, Miss Chiu says she has not had any rodent issues since October 2023. She also says she caught and removed the rodents before that herself. She says Abell has come into her suite and has confirmed there are no rodents or nests. The strata did not provide any evidence from Abell other than the November 2023 letter with general recommendations.

32. Miss Chiu says she lives alone, and does not leave food out. A letter from a friend says her suite is clean when she visits. While not impartial, this is the only other evidence of the suite's condition other than the strata's one-time visit in October 2023. I find there is no evidence her suite is normally unclean.
33. Miss Chiu admits she sometimes leaves her patio door open with the screen closed when she is home. The strata argues she does not need ventilation in her unit and exterior doors and windows should be closed at all times. Screens are intended to be used when doors and windows are open. I find she is allowed to use her property in a reasonable manner, which includes opening doors and windows.
34. The strata argues it should not have to pay for pest control for SL11. However, there is no evidence the strata paid any additional expense related to Ms. Chiu.
35. The strata also claims rodents detect odours in Miss Chiu's suite that humans cannot. There is no proof of the undetectable odours in Miss Chiu's suite.
36. Finally, I find that having rodent issues 3 times, in August and September 2022, and in October 2023, does not show Miss Chiu is causing the rodent problem at the strata. The evidence shows the strata had rodent issues before Miss Chiu notified the strata they were in her suite. It had already contracted with Abell to provide ongoing services. It notes in its letters that Vancouver had a rodent problem. The city warned residents of activities to control rodents.
37. Finally, there is no evidence Miss Chiu's actions or lack of action rose to the level of a nuisance to other persons, or that other owners were affected by the alleged undetectable odours, or in any other way. I find Miss Chiu did not breach bylaws 2(1) or 3(9).
38. Given this, I find the \$200 fine is not valid. There is no evidence Miss Chiu has paid the fine. I order the strata to immediately remove the \$200 bylaw fine charged against SL11.

***Must the strata replace Miss Chiu's patio door screen?***

39. It is not disputed that rodents damaged Miss Chiu's patio door screen. In June 2025, Atlantic Trading Company Ltd. quoted \$210 to replace the screen.
40. The strata says the screen cannot be replaced with rodent-proof mesh, so it will not pay for something that will not solve the problem.
41. I find the issue before me is not whether repairing the screen will permanently stop rodents from entering SL11, but whether the strata is responsible to repair or replace the screen.
42. SPA section 72(1) says a strata corporation must repair and maintain common property. Section 1(1) defines common property as the part of the land and buildings shown on the strata plan that is not part of a strata lot. Section 68 says if a strata lot is separated from common property, the boundary is midway between the surface of the wall that faces the strata lot and the surface of the wall that faces the common property. The photos in evidence show the door is mounted on the exterior side of the wall, which I find means the door is common property and so is the strata's responsibility to repair and maintain.
43. If I am wrong that the patio door screen is common property, SPA section 72(3) says a strata may take responsibility for the repair and maintenance of specified portions of a strata lot in a bylaw.
44. Bylaw 16(1)(d)(iii) says the strata's duty to repair and maintain a strata lot includes "chimneys, stairs, balconies and other things attached to the exterior of a building." In *Primeau v. The Owners, Strata Plan VR141*, 2020 BCCRT 866, the CRT found that window screens attached to the exterior of a building within the meaning of the bylaw. While not binding, I agree with this reasoning. So, I find the strata is required to repair and maintain the patio door screen.
45. The SPA requires the strata to repair and maintain common property. While the strata has reasonable flexibility in how it meets this duty, its decisions must meet an objective standard of reasonableness and consider the interests of all owners. See

*Dolnik v. The Owners, Strata Plan LMS 1350*, 2023 BCSC 113. The strata has not said that it is financially or otherwise unable to repair or replace the screen. I find it was not reasonable for the strata to leave Miss Chiu's patio door screen unrepaired since 2023.

46. I find it appropriate to order the strata to repair or replace SL11's patio door screen within 60 days.

## **CRT FEES AND EXPENSES**

47. 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. I order the strata to reimburse Miss Chiu \$250 for CRT fees. Neither party claimed dispute-related expenses.
48. The strata must comply with SPA section 189.4, which includes not charging dispute-related expenses against Miss Chiu.

## **ORDERS**

49. I order the strata to immediately remove the \$200 bylaw fine charged against SL11's account for breach of bylaws 2(1) and 3(9).
50. Within 60 days of this decision, I order the strata to repair or replace SL11's patio door screen.
51. Within 21 days of this decision, I order the strata to pay Miss Chiu \$250 for CRT fees.
52. Miss Chiu is entitled to post-judgment interest under the *Court Order Interest Act*, as applicable.
53. 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 in which it is filed.

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Deanna Rivers, Tribunal Member