



Civil Resolution Tribunal

Date Issued: May 27, 2026

Files: ST-2024-004540,
ST-CC-2024-008577,
and ST-2024-009394

Type: Strata

Civil Resolution Tribunal

Indexed as: *Chen v. The Owners, Strata Plan LMS3094*, 2026 BCCRT 823

B E T W E E N :

YIJU JUDY CHEN

APPLICANT

A N D :

The Owners, Strata Plan LMS3094

RESPONDENT

A N D :

YIJU JUDY CHEN

RESPONDENT BY COUNTERCLAIM

REASONS FOR DECISION

Tribunal Member:

Max Pappin

INTRODUCTION

1. These 3 linked disputes involve the same parties and overlapping evidence. So, I find they are sufficiently linked and I have issued one decision for all of them.
2. Yiju Judy Chen is the applicant in ST-2024-004540. She owns strata lot 2104 (SL2104) in the respondent strata corporation, The Owners, Strata Plan LMS3094. In February 2024, a water leak occurred in SL2104, causing damage to strata lot 2004 (SL2004) and strata lot 1904 (SL1904), which are both directly below SL2104. Mrs. Chen says the strata charged back \$45,205.28 to her strata account for repair expenses. She says she is not responsible for the expenses and requests an order that the strata remove the chargeback from her account.
3. The strata says it charged back \$22,145.55 for expenses incurred to investigate the leak and mitigate further damage. It says Mrs. Chen is responsible for these expenses under its bylaws. In the strata's counterclaim, ST-CC-2024-008577, it claims \$22,145.55 for those expenses.
4. In ST-2024-009394, Mrs. Chen says SL2104 was damaged during a previous leak in 2023. She alleges that the strata ignored her requests to repair SL2104. She claims \$26,816.89 for repair costs. The strata denies it owes Mrs. Chen any compensation. It says Mrs. Chen is responsible for repairing and maintaining SL2104 and that the source of the 2023 water leak was another strata lot, not common property or limited common property.
5. Mrs. Chen is self-represented. A strata council member represents the strata.
6. For the following reasons, I dismiss Mrs. Chen's claims, and I allow the strata's counterclaim.

JURISDICTION AND PROCEDURE

7. 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. 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.

8. 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.
9. 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.
10. The strata provided some evidence after the deadline set by CRT staff. Mrs. Chen had an opportunity to comment on the late evidence. So, I find there is no procedural unfairness in considering this late evidence in my decision.
11. In her submissions, Mrs. Chen refers to numerous sections of the SPA, which do not stand for the legal bases that she presents. I find these are likely "hallucinations", meaning false or misleading results generated by artificial intelligence. In *AQ v BW*, 2025 BCCRT 907 at paragraph 16, a CRT vice chair found that the CRT's obligation to provide sufficient reasons did not require it to address arguments with no basis in law. I agree with this reasoning. While I have reviewed all of Mrs. Chen's submissions and evidence, I have only addressed what is relevant in my decision.

Standing

12. Mrs. Chen argues that the strata does not have standing, or the legal right, to bring its counterclaim. She alleges that the strata "is not the directly affected party" and has brought its claim on behalf of another strata lot owner.

13. The strata's evidence includes the invoices for the expenses at issue in this dispute. Based on the invoices and the strata's description of work completed, I find the strata claims only for the emergency investigation and response costs, not any restoration or repair of SL2004 or SL1904. Additionally, all invoices are addressed to the strata, not a strata lot owner. So, I find Mrs. Chen's allegation that the strata brings this claim on behalf of another strata lot owner inaccurate. I find the strata has standing to bring its counterclaim for the expenses.

Council Hearing

14. In the Dispute Response, the strata says ST-2024-009394 should be dismissed because Mrs. Chen did not request a council hearing before applying for dispute resolution, as required under *Strata Property Act* (SPA) section 189.1(2)(a). Mrs. Chen does not deny that she failed to request a council hearing before filing her CRT dispute application.
15. SPA section 189.1(2)(b) says the CRT may waive the hearing requirement upon request. I find that Mrs. Chen impliedly requested to waive the hearing by proceeding with this dispute. See for example, *The Owners, Strata Plan VR320 v. Day*, 2023 BCSC 364 at paragraph 42. Further, the parties are both aware of each others' positions as they have been through the CRT's process. I find it unlikely that a council hearing would resolve the issues at this point. I also find that refusing to resolve this dispute would likely cause Mrs. Chen to file another dispute, leading to further unnecessary delays. This this would be counter to the CRT's mandate under CRTA section 2(2) to resolve disputes in an accessible, quick, and economical manner, especially given my conclusion. For those reasons, I waive the requirement of a council hearing and will consider the merits of the claim below.

Building Manager

16. Mrs. Chen alleges that the strata's building manager "fabricated a story" to the inspection company to support the strata's claims. However, other than this bare assertion, she provided no further submissions or evidence explaining this. So, I find her allegation unproven.

17. Mrs. Chen also makes numerous other allegations about the conduct of the strata building manager, including that they have “repeatedly demonstrated unprofessional and dishonest behaviour”. However, Mrs. Chen did not request any remedies relating to those allegations, and they are irrelevant to the issues in this dispute. So, I do not discuss them further in this decision.

No remedy requested

18. In the Dispute Response for ST-CC-2024-008577, Mrs. Chen says that the strata levied additional charges against her, consisting of \$2,005.66 for interest and \$100 for a bylaw fine for piano noise. She says these charges are excessive and unfounded. However, she did not request a remedy for these charges. So, I have not addressed them in this decision.

Claim not in Dispute Notice

19. In submissions for ST-2024-009394, Mrs. Chen says that her strata lot was damaged by multiple flooding incidents in 2025, all stemming from the same strata lot. That strata lot is not related to either the 2023 or 2024 incidents.
20. The strata points out that these alleged flooding incidents occurred after Mrs. Chen filed her dispute. The strata argues that Mrs. Chen is attempting to make an additional claim for these incidents. While Mrs. Chen does not explicitly request any additional remedy relating to the alleged 2025 incidents, I note that, in submissions, she says she received a quote for \$30,000 to repair water damage in SL2104. This is greater than the \$26,816.89 she claimed in the Dispute Notice.
21. The purpose of the Dispute Notice is to define the issues and provide fair notice to the other parties of the claims against them. CRT Rule 5.1(1) allows applicants to request amendments to a Dispute Notice. However, Rule 5.1(3) says the CRT will not allow amendments during the CRT’s decision stage except in extraordinary circumstances. There are no extraordinary circumstances that would justify amending Mrs. Chen’s Dispute Notice.

22. To the extent Mrs. Chen's reference to the \$30,000 quote relates to the 2025 incidents, I have not considered it. I have only considered whether Mrs. Chen is entitled to \$26,816.89 for the 2023 incident.

ISSUES

23. The issues in this dispute are:
- a. Whether the strata is entitled to any payment for the chargeback.
 - b. Whether Mrs. Chen is entitled to any compensation for alleged damage to SL2104 in 2023.

EVIDENCE AND ANALYSIS

24. In a civil claim such as this, Mrs. Chen must prove her claims on a balance of probabilities, meaning more likely than not. The strata must prove its counterclaim to the same standard. 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.

Background

25. The strata was created in January 1998 under the *Condominium Act* and continues to exist under the SPA. It consists of 493 strata lots in two 38-storey towers.
26. The strata filed bylaw amendments at the Land Title Office between 1999 and 2022. I find the 2017 bylaw amendments apply to this dispute. I summarize the bylaws applicable to this dispute as follows:
- a. Bylaw 3(15)(a) says that an owner is strictly liable to the strata and to other owners for any damage to common property, limited common property, or to any strata lot as a result of any of the following items located in the owner's strata lot: ... (7) toilets.

- b. Bylaw 3(16) says an owner must indemnify the strata for the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, or to any strata lot arising from bylaw 3(15). Bylaw 3(16) also says the owner is only responsible to the extent that the expense is not reimbursed by the strata's insurance.

September 2023 incident

- 27. The strata says that on September 18, 2023, a dishwasher in strata lot 2603 (SL2603) failed, which caused a flood. That same day, Mrs. Chen informed the building manager that SL2104 was affected by the flood. The strata retained a remediation company, Paul Davis Greater Vancouver, to inspect the strata lots below SL2603, including Mrs. Chen's strata lot. On September 19, 2023, Mrs. Chen informed the building manager that Paul Davis did not find any damage in SL2104.
- 28. The strata provided Paul Davis's preliminary report about the incident. In the report, the author listed 20 strata lots affected by the flood. SL2104 is not listed in the report.

February 2024 incident

- 29. On February 5, 2024, the toilet in SL2104 overflowed, causing water to leak into SL2004 and SL1904. The strata says a building concierge attended SL2104 and reported observing the toilet overflowing and lots of toilet paper in the toilet. The building manager also attended SL2104 and observed the toilet "suddenly" unplug and the water in the toilet subsequently drain. The strata provided photos showing the overflow caused significant amounts of water to accumulate on Mrs. Chen's bathroom floor and living room floor.
- 30. That same day, the strata retained Lambert Plumbing and Heating to investigate the cause of the leak. In Lambert's invoice, the author noted that the blockage in SL2104's toilet appeared to be caused by toilet paper. They also tested the toilet and determined it had returned to functioning properly. Lambert charged \$453.44 for its work.

31. The strata also retained Paul Davis to conduct mapping of the water damage, and to complete emergency water extraction and drying services. In the Paul Davis invoice, the author noted that both SL2004 and SL1904 were affected by the leak and the “cause of loss” was SL2104’s toilet overflowing. I note that Mrs. Chen says, and the evidence indicates, that she refused Paul Davis’s water extraction and drying services in SL2104. However, she does not deny that Paul Davis completed the above-mentioned work in SL2004 and SL1904, so I find that it did. Paul Davis charged \$21,692.11 for “emergency services and mitigation”.
32. As I mentioned, Mrs. Chen says the strata charged back \$45,205.28 to her strata account. The strata admits that it incorrectly charged Mrs. Chen for an additional invoice but says it has reversed the additional charge. The strata provided a ledger for Mrs. Chen’s strata account. It shows that on March 12, 2024, the strata charged her \$23,413.17 for a Paul Davis invoice but later reversed the charge on April 17, 2024. The strata charged Mrs. Chen for the correct Paul Davis invoice on March 21, 2024, and for the Lambert invoice on June 30, 2024. So, I find the strata charged Mrs. Chen a total of \$22,145.55 for the invoices.
33. On May 8, 2024, the strata sent Mrs. Chen a letter informing her that it had charged back \$21,692.11 to her strata account for the Paul Davis invoice. In the letter, the strata noted she was responsible for the invoice under bylaw 2(1), which says an owner must repair and maintain their strata lot, except for repair and maintenance that the strata is responsible for.
34. On June 28, 2024, the strata sent Mrs. Chen another letter about the charge for the Paul Davis invoice. In this letter, the strata informed Mrs. Chen that it had incorrectly referred to bylaw 2(1) in the May 8, 2024 letter. The strata noted she was responsible for the invoice under bylaws 3(15) and (16).
35. Also on June 28, 2024, the strata sent Mrs. Chen a letter informing her that she was responsible for Lambert’s \$453.44 invoice. Again, the strata referred to bylaws 3(15) and (16) in this letter.

36. Mrs. Chen says she received numerous invoices with varying dates, inconsistent descriptions of the incident, and different causes of the loss. The strata acknowledges that the initial Paul Davis invoice incorrectly listed the date of loss as January 2, 2024. However, it says Paul Davis reissued the invoice with the corrected February 5, 2024 date of loss. It provided both versions of the invoice, which shows the only difference was the date of loss. Mrs. Chen provided no invoices as evidence, so I find her allegation about inconsistent descriptions and different causes to be unproven.

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37. I start by considering who is responsible for the \$22,145.55 incurred to address the February 2024 incident.
38. For the strata to charge back expenses it has incurred to a strata lot account, it must have authority to do so under a valid bylaw that creates the debt. See *Ward v. Strata Plan VIS #6115*, 2011 BCCA 512 at paragraphs 40 to 41.
39. As I mentioned, bylaw 3(15)(a)(7) imposes strict liability for any damage to common property, limited common property, or to any strata lot as a result of a toilet in the owner's strata lot. Bylaw 3(16) says an owner must indemnify the strata for any necessary maintenance, repair or replacement expenses arising from bylaw 3(15) to the extent the expense is not covered by the strata's insurance.
40. The strata says the \$22,145.55 charged back to Mrs. Chen falls below the strata's insurance deductible. Particulars of the strata's insurance policy are not before me. However, Mrs. Chen does not dispute this, so I accept that is the case.
41. I note that Mrs. Chen argues that she was not negligent. She says the toilet overflowing was an accident that she could not have prevented. However, bylaw 3(15) imposes strict liability for damage to another person's strata lot caused by a strata owner's toilet. Strict liability means that no fault or negligence is required. All that is required is for the strata to prove that the damage was caused by Mrs. Chen's toilet overflowing.

42. I acknowledge that the strata provided submissions about bylaw 3(14), which does involve a negligence standard. However, bylaw 3(14) applies to damage caused by things not described in bylaw 3(15). Given my conclusion about bylaws 3(15) and (16), I do not address negligence.
43. Here, Mrs. Chen does not dispute that SL2004 was damaged due to SL2104's overflowing toilet. However, she says no other strata lots were affected. She also says she did not receive any information about SL1904 being affected by water damage until 3 months after the incident.
44. The strata provided WhatsApp messages exchanged between Mrs. Chen and the building manager as evidence. On February 6, 2024, the day after SL2104's toilet overflowed, the building manager informed Mrs. Chen that both SL2004 and SL1904 sustained damage and that Paul Davis "installed drying equipment to mitigate damages". That same day, Mrs. Chen asked whether SL1904 had home insurance. So, I find Mrs. Chen was aware of the damage to SL1904.
45. There are no photos of damage to SL2004 or SL1904 in evidence. However, the Paul Davis invoice lists both SL2004, and SL1904 as strata lots affected by SL2104's toilet overflowing. Based on the invoice and the building manager's messages, I find that both SL2004 and SL1904 were damaged as a result of SL2104's toilet overflowing.
46. Mrs. Chen argues that there was no damage to common property, so the strata does not have authority to pursue its counterclaim. However, as I explained, bylaw 3(16) requires an owner to indemnify the strata for necessary repair and maintenance expenses arising from bylaw 3(15), which includes damage to strata lots. Further, under bylaw 8(d), the strata is responsible for repairing and maintaining certain parts of strata lots, including those related to the structure of the building.
47. Even if there was no direct damage to common property, the strata still had a responsibility to act to prevent damage. Arranging to stop the leak, investigate the leak's source, dry the building structures and prevent the spread of mould and other

contaminants fall under this responsibility. See *The Owners, Strata Plan NW1990 v. Au*, 2021 BCCRT 1303.

Necessary work

48. Mrs. Chen argues that Lambert's technician did not conduct any repairs. She says they merely opened the toilet tank and confirmed that it was functioning properly. She also says that when Lambert arrived, the toilet had stopped overflowing, and the area had been cleaned. I infer she argues that Lambert's work was unnecessary.
49. The strata says it retained Lambert to investigate the cause of SL2104's overflowing toilet. Lambert's invoice says the plumber assessed the blockage, used a toilet auger to clean the toilet drain of some toilet paper, and tested the toilet to make sure it was functioning properly.
50. In *Au*, a tribunal member determined that necessary maintenance, repair or replacement expenses includes the reasonable expenses of investigating the source of a leak, stopping it, preventing further damage, determining the extent of damage and assessing the need for repair. Although past CRT decisions are not binding on me, I agree with the reasoning and apply it here.
51. I find that Lambert's work was necessary to identify the cause of SL2104's toilet overflowing and to determine whether repairs to SL2104's toilet were needed to prevent further water from entering SL2004 and SL1904.
52. I note that Mrs. Chen says she hired an inspection company at her own expense. However, she provided no evidence, such as an invoice or a report from the inspection company, to prove she did. So, I find she has not proven Lambert's work was unnecessary.
53. For similar reasons, I also find Paul Davis's mapping of the water damage was necessary to determine the extent of the water damage in the three affected strata lots. Further, I find the water extraction and drying services were necessary to prevent further damage to SL2004, SL1904, and the building structure.

54. Based on the above, I find the work completed by Lambert and Paul Davis in SL2104, SL2004, and SL1904 was necessary to address damage, and potential damage, arising from SL2104's toilet. I find the strata had authority to charge back the expenses it incurred for the invoices to Mrs. Chen under bylaws 3(15) and 3(16).
55. I briefly note that Mrs. Chen also says that the "mitigation costs" have already been covered by the insurer for SL2004. However, she provided no evidence, such as a statement from SL2004's owner to prove her assertion. Additionally, the strata provided a witness statement from the strata management company's director, LK, who says the strata has received no reimbursement for any payments made towards the Lambert invoice or the Paul Davis invoice. So, I find Mrs. Chen's assertion unproven.
56. I also note that Mrs. Chen says that the chargebacks are excessive. However, she provided no submissions explaining why any charge was excessive. She also provided no evidence, such as quotes or statements from other contractors, to support this position. So, I find her allegation unproven.
57. Overall, I find the strata has proven it is entitled to the chargebacks. I order Mrs. Chen to pay the strata \$22,145.55 for the chargebacks. I dismiss Mrs. Chen's claim to reverse the chargebacks.

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58. Mrs. Chen alleges that the strata ignored her requests to repair SL2104 following the September 2023 incident. She claims \$26,816.89 for repair costs. In submissions, Mrs. Chen argues that the strata acted negligently. However, her arguments about the strata's alleged negligence relate to 2025 water leaks, not the September 2023 incident.
59. In any event, Mrs. Chen provided no evidence, such as a quote or invoice, to prove she suffered \$26,816.89, or any other amount, in repair costs from the September 2023 incident. As I mentioned, the Paul Davis report did not say that SL2104 was

among the strata lots affected by the flood. Mrs. Chen also provided no evidence, such as emails, to show that she requested the strata conduct any repairs following the September 2023 incident.

60. Further, Mrs. Chen provided no evidence to prove that the strata, rather than the owner of SL2603, is liable for any damages in negligence. In the Paul Davis report, the technician noted that the cause of loss was SL2603's dishwasher failing.
61. Overall, I find Mrs. Chen has not proven she is entitled to any repair costs. So, I dismiss her claim.

CRT FEES, EXPENSES, AND INTEREST

62. Under section 49 of the CRTA, 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. The strata was successful, so I find it is entitled to reimbursement of \$125 in CRT fees. The strata did not claim any dispute-related expenses. I dismiss Mrs. Chen's claim for dispute-related expenses.
63. The *Court Order Interest Act* applies to the CRT. The strata is entitled to pre-judgment interest on \$21,692.11 from March 21, 2024, the date of the chargeback, to the date of this decision. This equals \$1,764.25. The strata is also entitled to pre-judgment interest on \$453.44 from June 30, 2024, the date of the chargeback, to the date of this decision. This equals \$30.35. In total, the strata is entitled to \$1,794.60 in pre-judgment interest.
64. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against Mrs. Chen.

ORDERS

65. Within 60 days of the date of this decision, I order Mrs. Chen to pay the strata a total of \$24,065.15, broken down as follows:
 - a. \$22,145.55 in debt,

- b. \$1,794.60 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$125 for CRT fees.

66. The strata is entitled to post-judgment interest, as applicable.

67. I dismiss Mrs. Chen's claims.

68. 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.

Max Pappin, Tribunal Member