

# IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *The Owners, Strata Plan BCS 3539 v.  
Ranspot,*  
2025 BCSC 122

Date: 20250127  
Docket: S236276  
Registry: New Westminster

Between:

**The Owners, Strata Plan BCS 3539**

Petitioner

And:

**Michael Murph Ranspot and  
His Majesty the King in Right of Canada**

Respondents

Before: Registrar Gaily

## Reasons for Decision

Counsel for the Petitioner:

J.J. Kinghorn  
(February 5 & May 28, 2024)  
B. Scheidegger  
J. Han, Articled Student

The Respondent, appearing in person:

M.M. Ranspot

No other appearances

Place and Dates of Hearing:

New Westminster, B.C.  
February 5, May 28 and November  
20, 2024

Place and Date of Decision:

New Westminster, B.C.  
January 27, 2025

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**Introduction**

[1] On May 27, 2020, the Owners, Strata Plan BCS 3539 (the “Strata Corporation”), registered a lien under s. 116 of the *Strata Property Act*, SBC 1998, c. 43 [SPA] (the “Lien”), over a strata unit owned by the respondent, Michael Murph Ranspot, located in a building on East Hastings Street in Vancouver, BC (the “Property”).

[2] In the order pronounced on October 5, 2022 and entered on November 4, 2022 (the “Order”), Madam Justice Murray directed a reference to the registrar to determine the amount due and owing under the Lien to the Strata Corporation by Mr. Ranspot. The Order directed the registrar to determine the “unpaid strata fees, special levies, and interest [and] the [Strata Corporation’s] reasonable legal costs for the proceedings herein and other amounts that may be payable pursuant to s. 116 and 118” of the SPA, (these amounts are defined collectively in the Order as the “Amount Owing”) (Order, declarations section, para. 4).<sup>1</sup>

[3] The Order also provides that the last day for payment of the Amount Owing, with the exception of reasonable legal costs, “shall be 30 days from the date of the decision of the registrar regarding the Amount Owing” and that the last day for payment of the reasonable legal costs “shall be 90 days from the date of the decision of the registrar regarding legal fees” (Order, orders section, paras. 1–2).

[4] The parties agreed to hear the assessment of the Amount Owing in two stages and the amount Mr. Ranspot owed for unpaid strata fees, special levies and interest (the “Arrears”) was assessed before the costs the Strata Corporation claims under s. 118 of the SPA (the “S. 118 Costs”) were assessed. In the decision released on April 5, 2023, indexed at 2023 BCSC 533 (the “Arrears Decision”), I determined that Mr. Ranspot owed the Strata Corporation \$3,153.85 for the Arrears. Mr. Ranspot has paid this amount to the Strata Corporation. The Lien is still

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<sup>1</sup> The Order also provides that the Lien charges the Property and ranks in priority to Mr. Ranspot’s interests or claims in the Property, except the interests or claims of the Crown in Right of Canada under the judgments it has registered against the Property. Although Canada is a respondent to these proceedings, Canada did not appear and takes no position on this reference.

registered on the Property because the Strata Corporation's S. 118 Costs have not been assessed.

[5] In *The Owners, Strata Plan KAS 2428 v. Baettig*, 2017 BCCA 377 [*Baettig*], which is still the leading case on ss. 116–118 of the *SPA*, the Court of Appeal stated that the purpose of the remedial sections of the *SPA* (ss. 116–118) is to “shift the burden of costs associated with collecting strata arrears to the delinquent owners who have failed to meet their obligations” (para. 65). The Court explained that it would be inconsistent with the philosophy and scheme of the *SPA* if a strata corporation's “actual reasonable legal costs” to register and enforce its lien (as opposed to its costs assessed on a party-and-party basis under the tariff set out in Appendix B to the *Supreme Court Civil Rules*) were not included in s. 118(a), because legal fees not covered by the tariff would “be borne by non-delinquent strata owners by way of increased common fees”, which would “further increase the financial burden on owners who are paying their share” (*Baettig*, para. 66).

[6] However, the *SPA* does not permit a strata corporation to claim all of the legal fees it paid its legal counsel for matters involving the delinquent owner. At para. 79 of *Baettig*, the Court determined that adequate safeguards are built into the *SPA* through the specific language of s. 118(a), which “provides that only reasonable legal costs may be added to the amount owing under the lien. In other words, a strata corporation is entitled to add to the amount owing under the lien its actual legal costs subject to this qualification: those costs must have been reasonably necessary.” At para. 80 of *Baettig*, the Court stated that the assessment protects against “the inclusion of excessive legal charges under the umbrella of the lien” and ensures that “what is added to the amount owing under the lien reflects only those costs reasonably necessary to register the lien and conduct the enforcement proceeding” (paras. 80 and 81) (emphasis added).

[7] In *The Owners, Strata Plan NW 2099 v. Ruby*, 2019 BCSC 1485, at para. 5 [*Ruby #2*], Associate Judge Muir (then referred to as Master), sitting as Registrar, commented that the amount of the s. 118 costs in that case, compared to the

amount of the levy assessed against Mr. Ruby, “should perhaps be a cautionary tale to both strata councils and owners of strata units.” Depending on the facts, the assessed legal costs could very likely exceed the amount the delinquent owner owes in unpaid strata fees and special levies, and exponentially increase the amount owing to remove the lien. For the strata corporation, on an assessment the registrar may reduce the legal costs claimed, which in all likelihood the strata corporation has already paid to its lawyers, leaving the compliant owners facing increased strata fees to cover the difference.

[8] This assessment of the Strata Corporation’s S. 118 Costs was protracted and the hearing did not conclude until November 20, 2024, more than two years after the Order was pronounced, and four years after the lien was registered. Throughout the proceedings, from the filing of the petition heard by Murray J. through the assessments before me, the Strata Corporation continued to incur legal costs, as well as land title and court registry fees, and disbursements (the other costs identified in s. 118 of the *SPA*). The Strata Corporation claims its S. 118 Costs are approximately \$47,000, fifteen times the amount Mr. Ranspot owed in Arrears. Slightly over half of the S. 118 Costs are claimed for the assessment of the Arrears and of the S. 118 Costs. In contrast, Mr. Ranspot, who relies on other reported decisions assessing s. 118 costs, submits that the S. 118 Costs of the Strata Corporation, in particular, the legal costs, should not exceed \$6,000.

[9] As detailed below, based on the evidence before me, I have determined that in the circumstances of this case, the Strata Corporation’s S. 118 Costs are allowed at \$36,700.56.

**The Assessment Proceedings**

[10] Six months after the release of the Arrears Decision, on October 10, 2023, the Strata Corporation filed the appointment to assess its S. 118 Costs attaching the invoice of its legal counsel, Hamilton & Company (“Hamilton & Co”), dated October 3, 2023 (the “Oct. 2023 Invoice”). The Oct. 2023 Invoice covers the period from May 29, 2020 through October 3, 2023, representing the period from the date the Strata

Corporation retained Hamilton & Co, to the week before the Strata Corporation filed the appointment. The Oct. 2023 Invoice total is \$22,210.72 (\$15,353.50 in legal fees, \$4,798.60 in disbursements, plus applicable taxes of \$2,058.62).

[11] At the pre-hearing conference (“PHC”) on October 24, 2023, I made a series of procedural orders, including that Mr. Ranspot provide his objections to the S. 118 Costs claimed and the basis for the objections. I also ordered that the assessment of the S. 118 Costs was to be heard for a full day on February 5, 2024. The S. 118 Costs assessment commenced on February 5, 2024. The evidence before me was contained in two large binders and it included the Strata Corporation’s petition, Mr. Ranspot’s response and amended response to the petition, as well as the affidavits of Mr. Ranspot, Jennifer Brown (a paralegal at Hamilton & Co), and Kim Lancaster (a strata agent with Dwell Property Management, the property manager for the Strata Corporation (“Dwell”)), all of which were before Murray J. at the October 5, 2022 petition.<sup>2</sup>

[12] The hearing record also included two affidavits that were before me at the assessment of the Arrears<sup>3</sup>, as well as the following affidavits filed for the assessment of the S. 118 Costs:

- Affidavit #2 of Ms. Brown, filed October 10, 2023 (“Brown Affidavit #2”);
- Affidavit #4 of Ms. Brown, filed December 12, 2023 (“Brown Affidavit #4”);
- Affidavit #1 of Guillermo Flores, the lawyer at Hamilton & Co who had conduct of the petition proceedings and the assessment of the Arrears, filed December 12, 2023 (“Flores Affidavit”); and

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<sup>2</sup> The following affidavits were filed for the petition before Murray J.: Affidavit #1 of Ms. Brown, filed February 2, 2021; Affidavit #1 of Mr. Ranspot, filed April 29, 2021; Affidavit #1 of Ms. Lancaster, filed April 13, 2022; Affidavit #2 of Mr. Ranspot, filed April 29, 2022; Affidavit #2 of Ms. Lancaster, filed May 26, 2022; an unnumbered affidavit of Mr. Ranspot filed June 7, 2022; and Affidavit #3 of Mr. Ranspot, filed September 23, 2022.

<sup>3</sup> The affidavits filed for the Arrears assessment before me on March 21, 2023 were the unnumbered affidavit of Mr. Ranspot, filed February 28, 2023, and Affidavit #3 of Ms. Lancaster, filed March 15, 2023.

- Affidavit #1 of Mr. Ranspot, filed January 15, 2024 (“Ranspot 2024 Affidavit”).<sup>4</sup>

[13] The S. 118 Costs assessment commenced at 10:30 a.m. on February 5, and Mr. Flores (who is no longer with Hamilton & Co), spoke to his affidavit. During the direct examination, Jordan Kinghorn, the lawyer at Hamilton & Co who took conduct of the file after Mr. Flores left the firm, tendered as an exhibit a one-page summary sheet prepared by Mr. Flores, setting out the costs (legal fees and disbursements) incurred by the Strata Corporation based on the Oct. 2023 Invoice, as well as the anticipated legal fees and disbursements, which together totalled \$26,059.97 (of which \$20,116 was for legal fees before taxes) (Ex. #2) (the “Feb 2024 Summary”). Mr. Ranspot cross-examined Mr. Flores and court time was extended through the lunch break so that Mr. Flores could complete his testimony, and adjourned shortly before 1:00 p.m. Ms. Brown had attended at court since the start of the hearing and was prepared to testify; however, when court resumed at 2:00 p.m., Mr. Ranspot advised that his cross-examination of Ms. Brown would take longer than the time remaining that day (the entire afternoon, or one hour and 45 minutes). The hearing could not be continued the next day and I ordered it adjourned before Ms. Brown took the stand to the next available date, May 28, 2024, so that she would not remain under cross-examination for several months.

[14] At the beginning of the hearing on May 28 (which did not start until 10:45 a.m.), Mr. Ranspot advised that the day before, Hamilton & Co provided him an invoice dated May 27, 2024 (the “May 2024 Invoice”), which exceeded the amount estimated on the Feb 2024 Summary. Mr. Ranspot said that his objections to the S. 118 Costs were based on the Oct. 2023 Invoice and he was prejudiced by the May 2024 Invoice. He submitted that the Strata Corporation should tender the May 2024 Invoice as evidence and that he should be afforded time to review it and recall or call witnesses to cross-examine them on it. In response, Mr. Kinghorn submitted that

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<sup>4</sup> For ease of reference, I have only defined the affidavit Mr. Ranspot filed on January 15, 2024 because the other affidavits he filed, which are in evidence before me, were often identified as “Affidavit #1” or unnumbered.

given the legal fees that the Strata Corporation had incurred on the Arrears assessment and the S. 118 Costs assessment to date, it was not proportionate to prepare and file another affidavit exhibiting the May 2024 Invoice and extend the length of the assessment hearing so that Mr. Ranspot could recall witnesses to be cross-examined on it. I advised the parties I would hear submissions on the issue after Ms. Brown concluded her evidence.

[15] On May 28, 2024, Ms. Brown took the stand at 11:30 a.m. and briefly spoke to her affidavits. Mr. Ranspot began his cross-examination of her at 11:42 a.m., and it continued for just under one hour after the lunch break. Based on the log notes for May 28, which show that Ms. Brown was on the stand for one hour and 45 minutes, in my view, Ms. Brown's evidence could have been heard and concluded on February 5. After Ms. Brown was excused, the parties advised that they would like more time to prepare their closing submissions given the issue of the May 2024 Invoice. I directed the parties to submit written closing submissions, not to exceed 15 pages, at least one week in advance of the hearing, which on the record was to be continued on September 4 or 5, 2024, for one half day.

[16] The hearing did not proceed in September, but was scheduled to conclude on October 10. Both Mr. Ranspot's written submissions (the "Ranspot Submissions") and the Strata Corporation's written submissions (the "Strata Submissions") were filed on October 3, however, the matter did not proceed until November 20, 2024. In the Strata Submissions, the Strata Corporation said that the total of the May 2024 Invoice was \$16,984.55 (\$12,790 of which is legal fees), and described the number of hours recorded on the May Invoice by Mr. Flores, Ms. Brown, and Mr. Kinghorn. The May 2024 Invoice was not in evidence before me, but I note that the total anticipated amount set out on the Feb 2024 Summary (\$26,059.97) is over \$10,000 less than the total combined amount of the Oct. 2023 Invoice and the May 2024 Invoice, which I calculate to be \$39,195.27 (\$22,210.72 + \$16,984.55).

[17] On the last day of the hearing, I was advised that Mr. Kinghorn left Hamilton & Co in July 2024 and Ben Scheidegger, who had worked on the file prior to

Mr. Flores, resumed conduct of the file. In the Strata Submissions, the Strata Corporation submits that \$3,000 for Mr. Kinghorn's attendance on May 28 and \$4,500 for Mr. Scheidegger's preparation and attendance on November 20, including the preparation of the Strata Submissions, should also be allowed as the Strata Corporation's reasonable legal costs. Based on the Strata Submissions, the Strata Corporation seeks \$46,695.27 in total as its S. 118 Costs.

**Discussion**

[18] The SPA provides that the Strata Corporation is entitled to add its S. 118 Costs (in this case, once they have been assessed and determined) to the amount owing in Arrears under the Lien, thus increasing the total amount required to remove the Lien. Based on the amount set out on the Oct. 2023 Invoice (\$22,210.72), plus the amount in the May 2024 Invoice (\$16,984.55), together with the \$7,500 estimate in the Strata Submissions, the Strata Corporation claims \$46,695.27 as its S. 118 Costs. If these S. 118 Costs are allowed, this increases the amount owing under the Lien to just under \$50,000.

[19] The Strata Corporation acknowledges that compared to the amount Mr. Ranspot owed in Arrears, its S. 118 Costs are high, but submits that they are reasonable in the circumstances. It submits that the length of the proceedings, in particular, the length of the assessment reference ordered by Murray J., increased its S. 118 Costs because it had to address and respond to Mr. Ranspot's ongoing challenges to the information provided to him, and it submits that he is responsible for the length of the assessment. In this respect, I note that the parties were before Murray J. for the petition on October 5, 2022, and she pronounced her order that same day. In comparison, they appeared for the better part of the day on March 21, 2023 for the Arrears assessment and my decision was released in April 2023. They then appeared before me for the second part of the assessment (the S. 118 Costs) on four further dates: October 24, 2023 for the 30-minute PHC, and February 5, May 28, and November 20, 2024 for the assessment hearing, each appearance lasting less than one full day and continuing over for the reasons noted above.

[20] Mr. Ranspot submits that the S. 118 Costs claimed by the Strata Corporation are unreasonable and excessive and should be reduced substantially, to no more than \$6,000. Mr. Ranspot asserts that Hamilton & Co, which specializes in strata property law and has represented a number of strata corporations before the court, has had its legal fees reduced as unreasonable on analogous assessments, and submits I should follow suit. He cited *Ruby #2* (released in September 2018), in which Muir A.J. reduced the legal fees claimed by Hamilton & Co from \$17,125 to \$10,100, as well as *Strata Plan LMS 2154 v. 0752737 B.C. Ltd.*, 2021 BCSC 1343 [*Strata Plan LMS 2154*], in which Associate Judge Bilawich (then Master Bilawich), sitting as Registrar, reduced the legal fees claimed by Hamilton & Co from \$3,197.50 to \$2,000.00. Mr. Ranspot also referred to two decisions in which Hamilton & Co represented strata corporations in proceedings against owners fined for breach of strata bylaws where the firm's legal fees were assessed for reasonableness and reduced: *The Owners, Strata Plan VR 812 v. Yu*, 2019 BCSC 1382 [*Yu*], (a decision of Master Taylor, sitting as Registrar) and *The Owners, Strata Plan K 27 v. Caron*, 2019 BCSC 1046 [*Caron*] (a decision of Master McDiarmid, sitting as Registrar).

[21] The parties also included in their joint book of authorities two recent reported decisions of mine involving the assessment of s. 118 costs: *The Owners, Strata Plan NW 499 v. Louis*, 2023 BCSC 281 [*Louis*] and *The Owners, Strata Plan NW87 v. Ajvazi*, 2023 BCSC 1462 [*Ajvazi*]. Hamilton & Co did not represent the strata corporations in *Louis* and *Ajvazi*, but in both of these cases, the s. 118 costs claimed were disproportionately high compared to the amount owing by the delinquent owners for unpaid strata fees and special levies. In both *Louis* and *Ajvazi*, the delinquent owners represented themselves and raised multiple challenges to the arrears and s. 118 costs claimed, the procedure followed on the assessment, as well as the conduct of the strata corporation and the counsel representing the respective strata corporation.

[22] The cases in which my colleagues and I have assessed a strata corporation's s. 118 costs offer some guidance regarding the legal costs found to be reasonable for certain steps in the lien registration and enforcement proceedings. However, as

Associate Judge Harper (sitting as Registrar) noted in *The Owners, Strata Plan BCS 3426 v. Mei*, 2024 BCSC 2011 at para. 26 [Mei], on an assessment of legal costs claimed under s. 118 of the *SPA*, each case turns on its own facts.

[23] Mr. Ranspot vigorously contested the amount he owed in Arrears, as well as the S. 118 Costs claimed by the Strata Corporation. Mr. Flores, who testified that he had conducted over 100 *SPA* collections matters, described this case as both the longest and the most contested *SPA* collections proceeding he had participated in. Like Mr. Louis and Mr. Ajvazi, Mr. Ranspot represented himself throughout the proceedings, but unlike those litigants, Mr. Ranspot is a lawyer. Mr. Ranspot knew that the Strata Corporation would incur legal fees as the proceedings continued and he also knew that the *SPA* entitles the Strata Corporation to add the legal costs, once assessed, to the amount owing under the Lien. In my view, Mr. Ranspot is in many respects the maker of his own misfortune. Like any delinquent owner, he faces consequences for his actions, as expressly contemplated by s. 118 of the *SPA*.

[24] At the same time, Hamilton & Co specializes in strata property law (Mr. Flores testified that *SPA* collections make up the majority of the firm's practice) and is well aware of the case it has to meet when the s. 118 costs it claims for a strata corporation are challenged. The hearing record included several affidavits of Ms. Brown, as well as the affidavit of Mr. Flores, and they gave evidence before me and were cross-examined on it.

[25] However, the amount claimed as S. 118 Costs for the assessment is at least half the total amount sought. While Ms. Brown spoke to the work she performed on the file through May 2024 and Mr. Flores spoke to the work he performed through the PHC, I had no evidence from Mr. Kinghorn, who conducted the first two days of the assessment hearing. As well, other than the Oct. 2023 Invoice, there were no Hamilton & Co invoices before me in evidence to support the S. 118 Costs the Strata Corporation seeks for the assessment. I acknowledge Mr. Kinghorn's point about proportionality and the further fees the Strata Corporation would incur to prepare and file an affidavit exhibiting the May 2024 Invoice, but the Strata Corporation did not

seek leave to tender it or any invoices issued by Hamilton & Co through early October 2024 as exhibits to support the S. 118 Costs it seeks. It could have done so. Instead, it asks that I rely on the amounts set out in the Strata Submissions and the estimates, which do not provide any details of the tasks performed or the time recorded to conduct the tasks.

[26] In *Ruby #2*, Muir A.J. specifically noted that on an assessment, there must be an evidentiary basis for the costs claimed, reproducing at para. 47 of her reasons excerpts from the Continuing Legal Education Society, 2017 update text, *Practice Before the Registrar*, setting out best practices on these types of hearings. Unlike some of the s. 118 SPA cases my colleagues have decided in which the delinquent owner did not participate (including the oral reasons of Associate Judge Keim, sitting as Registrar, in *The Owners, Strata Plan N83 v. Frank*, (December 16, 2024) Kamloops BCSC S60860, which Mr. Scheidegger directed to my attention on January 17, 2025 through New Westminster Scheduling), Mr. Ranspot communicated early in the proceedings that he was determined to contest the Arrears and S. 118 Costs (my notes indicate that Mr. Ranspot stated that he was “going to be difficult about this” at the PHC). In the particular circumstances of this case, I would have preferred the Strata Corporation to have tendered the May 2024 invoice, as well as any issued in the fall of 2024, to support its S. 118 Costs.

[27] The assessments of s. 118 costs are time-consuming to hear and to write, particularly where a delinquent owner mounts a vigorous challenge the way Mr. Ranspot has in this case. In both his oral submissions and the Ranspot Submissions, Mr. Ranspot objected to numerous charges on the Oct 2023 Invoice and in general to Hamilton & Co’s approach to SPA collections, presenting his own calculations of time spent and the money involved. In *Ruby #2*, Muir A.J. stated that it is not possible “to parse through each entry [on an invoice] and determine arithmetically what a reasonable amount would be” for a particular step in the registration and enforcement of a lien under the SPA (para. 56). In reaching my decision about the reasonable amount of S. 118 Costs in this case, I have reviewed the Oct. 2023 Invoice in detail, as set out below, as well as the Ranspot and Strata

Submissions; however, in determining what I find to be reasonable legal costs in this case, I did not provide a detailed accounting.

**Assessment of the S. 118 Costs**

**Legal Costs Claimed to early November 2022 (entry of Order)**

[28] The Strata Corporation retained Hamilton & Co to pursue the enforcement of the Lien, which the Strata Corporation had registered on the Property on May 27, 2020, shortly before it retained Hamilton & Co. As noted, the Order was pronounced on October 5, 2022. It was settled by the parties and entered on November 4, 2022. In the Strata Submissions, the Strata Corporation submits it incurred \$9,818.00 in legal fees during the period from May 29, 2020 through November 2, 2022 (deleting the entry of Ms. Brown on July 9, 2020 for \$150, which she conceded was improperly added to the Oct. 2023 Invoice).

[29] Starting on May 29, 2020, Ms. Brown and a legal assistant, Jenny Ban (identified on the Oct. 2023 Invoice as “Civ6”), communicated with the Strata Corporation about the Lien, reviewed the accounts on which the Lien was based and prepared demand letters to Mr. Ranspot regarding payment of the amounts owing. When the Strata Corporation retained Hamilton & Co, the lawyer with conduct of the file was Vin S. Chahal, whose entries end in or around October 2020, when he left the firm. Mr. Scheidegger had conduct of the file for a few months before Mr. Flores took over in the spring of 2021.

[30] Ms. Brown, who is a designated paralegal (as that term is described by the Law Society of British Columbia), testified she has been working in the area of strata property collections at Hamilton & Co for twelve years, and she oversees the department. She is generally responsible for communicating with strata corporation clients regarding delinquent owners, preparing demand letters, and, depending on the client’s instructions, taking further steps, such as drafting petitions and supporting affidavits related to legal proceedings or preparing settlement offers. She said lawyers at Hamilton & Co supervise her work, but that she does the bulk of the work and directs other, more junior staff, in their work on strata collections.

[31] As reflected on the Oct. 2023 Invoice, Ms. Brown's hourly rate increased from \$150, to \$165 and then to \$175, over the course of four years. Hamilton & Co also billed for the time of its legal assistants: Ms. Ban's rate was \$100 per hour, and Suli Su and Erika Fortier billed at \$110 per hour. Mr. Chahal's hourly rate was \$285, but there was no evidence before me regarding his year of call. Mr. Scheidegger was called in May 2018 and his hourly rate increased from \$265 to \$275 (see Flores Affidavit, para. 7). Mr. Flores was called to the bar in May 2016 (Flores Affidavit, para. 5); his rate increased from \$300 per hour to \$325 per hour. Ms. Brown and Mr. Flores recorded the most time on the Oct. 23 Invoice. Based on my experience as registrar reviewing lawyer's bills on a regular basis, I find that the rates charged by Hamilton & Co lawyers, paralegals and staff are reasonable.

[32] On June 1, 2020, Ms. Brown prepared and sent Mr. Ranspot a demand letter via email (the "June 2020 Demand"). The June 2020 Demand indicates that, in addition to the amount owing for the Arrears and other amounts, Mr. Ranspot owed the Strata Corporation \$975 in legal costs (Ranspot Affidavit #1, Ex. B, pp. 6-7). Mr. Ranspot put to Ms. Brown that, by his calculation, the total fees recorded on the Oct. 2023 Invoice to prepare and issue the June 2020 Demand was \$320 (before taxes). Ms. Brown testified that G. Stephen Hamilton, under whose name the June 2020 Demand was issued, had instructed her that the amount she should include for legal costs was \$975, but she agreed that based on the Oct. 2023 Invoice, the actual legal fees incurred to that point were \$320.

[33] On June 24, 2020, Mr. Ranspot sent Hamilton & Co a handwritten letter by mail, in which he acknowledged receipt of the June 2020 Demand, but disputed the amounts owing for various reasons, providing his own calculations of Arrears, and including a cheque (which was not accepted by the Strata Corporation). In particular, Mr. Ranspot disputed the legal costs claimed, stating that he viewed them as "arithmetically disproportionate and unreasonable" pursuant to the SPA (Ranspot Affidavit #1, Ex. C; Brown Affidavit #2, Ex. C). Ms. Brown testified that after issuing the June 2020 Demand, the Strata Corporation had instructed Hamilton & Co to initiate legal proceedings, but when they received Mr. Ranspot's letter and cheque in

early July 2020, they did not immediately file the petition. Mr. Chahal spent time communicating with Mr. Ranspot attempting to settle the matter and Ms. Brown spent time communicating with Mr. Ranspot and the Strata Corporation (in particular, to determine if the cheque Mr. Ranspot provided satisfied the Arrears).

[34] In July 2020, Mr. Chahal recorded 0.60 hours for a call with Mr. Ranspot to discuss arrears and potential settlement, as well as to review the Strata Corporation's ledger and prepare and review a further demand letter. In July and early September, Ms. Brown recorded 0.60 hours to review emails and information from the Strata Corporation to compare with Mr. Ranspot's information and determine the amount he owed in Arrears.

[35] In September 2020, Ms. Brown and Ms. Ban billed a total of 0.20 hours (0.10 hour each) to review the Strata Corporation's ledger and email a letter to Mr. Ranspot. On September 24, 2020, Mr. Chahal sent Mr. Ranspot a second demand letter, advising him that in addition to the Arrears, he owed \$2,050.00 in legal fees and disbursements (the "Sept. 2020 Demand") (Brown Affidavit #2, Ex. D). In the Sept. 2020 Demand, Mr. Chahal advised Mr. Ranspot that from the date the Lien was registered on the Property, "all reasonable legal costs associated with the filing and enforcement of the lien also became payable under the lien" pursuant to s. 118 of the SPA, reproducing s. 118 in full. Mr. Chahal also noted that if Mr. Ranspot did not agree with the legal fees claimed by the Strata Corporation, they could have the fees assessed, resulting in an order that increases the costs payable. In the Sept. 2020 Demand, the Strata Corporation demanded Mr. Ranspot pay the amounts owing by October 1, 2020, and Mr. Chahal recorded 0.30 hours on September 24 discussing the Sept. 2020 Demand with Mr. Ranspot.

[36] Ms. Brown's evidence was that when Mr. Ranspot did not pay pursuant to the Sept. 2020 Demand, she and Ms. Ban spent time conducting LTSA searches for judgments on title to the Property (it is undisputed that Mr. Ranspot owed money to Canada for unpaid personal income tax and Canada had registered judgments on the Property, which it had regularly renewed), communicating with the Strata

Corporation requesting updated information so they could commence legal proceedings.

[37] The evidence before me included an email Mr. Ranspot sent to Mr. Chahal on October 16, 2020, stating that his “position is clear. The validity of the lien and entitlement to legal costs are at issue” (Brown Affidavit #2, Ex. F; Ranspot Affidavit #1, Ex. E1). Ms. Brown responded to Mr. Ranspot by email on October 28, 2020, copying Mr. Chahal and Ms. Lancaster, stating that he had failed to advise why the lien was invalid and the Strata Corporation was not entitled to its legal costs, and that they would be commencing legal proceedings against him (Brown Affidavit #2, Ex F; Ranspot Affidavit #1, Ex. E1). On October 28, 2020, Ms. Brown sent Mr. Ranspot a letter, enclosing the cheque he had provided and advising that legal proceedings would be commenced and “all legal expenses and further unpaid strata fees will be added to the amount presently outstanding on your account” (Brown Affidavit #2, Ex. F; Ranspot Affidavit #1, Ex. E2). Ms. Brown and Ms. Ban recorded a total of 1.60 hours in October through to November 25, 2020 dealing with the emails, as well as the ledgers. Based on the evidence before me, I find that Ms. Brown performed the substantive work and Ms. Ban’s tasks were purely administrative.

[38] On November 24 and 25, 2020, Mr. Scheidegger recorded 0.30 hours to finalize a letter to Mr. Ranspot, which Ms. Ban emailed to Mr. Ranspot on November 25, 2020 (the “Nov. 2020 Settlement Offer”) (Brown Affidavit #2, Ex. E). In the Nov. 2020 Settlement Offer, Mr. Scheidegger offered to conclude the matter in full, if Mr. Ranspot were to pay the Arrears, as well as \$1,200 in legal fees, by no later than December 15, 2020, attaching the ledger provided by Dwell calculating the outstanding arrears. On December 22, 2020, Mr. Scheidegger recorded 0.50 hours reviewing an offer from Mr. Ranspot, as well as the file to prepare a response; he also recorded 0.30 hours that day for a discussion with Mr. Hamilton (“GSH”) about how to proceed, and instructing Ms. Brown.

[39] The Strata Corporation filed the petition on February 2, 2021, together with Ms. Brown’s affidavit #1 in support. From January 4 to February 2, 2021, Ms. Brown

and Ms. Ban recorded a total of 0.70 hours reviewing the ledger and revising the amounts owing by Mr. Ranspot in preparation for the petition. Mr. Scheidegger recorded 0.80 hours on January 13 revising the petition and Ms. Brown's affidavit, and a further 0.50 hours on January 19, 2021, finalizing the petition and Ms. Brown's affidavit. A copy of the petition was included in the hearing record. It is short (seven pages) and lists the judgments registered on the Property, as well as the amounts calculated as Arrears owing under the Lien. Ms. Brown's affidavit in support of the petition was also in evidence. The first four pages of the affidavit (18 paragraphs) are Ms. Brown's attestations about the Lien, the calculation of the Arrears, and the correspondence with Mr. Ranspot, all of which are exhibited to the affidavit.

[40] Mr. Ranspot alleges that the Strata Corporation delayed filing the petition, resulting in unnecessary legal costs, and he questioned Ms. Brown about why it took eight months to commence the legal proceedings (from the date of the June 2020 Demand). Ms. Brown said that she was following the Strata Corporation's instructions and that Hamilton & Co lawyers were attempting to settle the matter with Mr. Ranspot prior to initiating legal proceedings. I am satisfied on the evidence before me that the Strata Corporation did not intentionally delay filing the petition to increase its legal costs, and I find that it was reasonable of the Strata Corporation to attempt to settle the matter with Mr. Ranspot.

[41] On March 9, 2021, Ms. Brown recorded 0.30 hours instructing an agent to register a certificate of pending litigation ("CPL") and serve the filed petition on Mr. Ranspot. On March 10, she recorded 0.10 hours reviewing an email from the agent confirming registration of the CPL, and on March 16 and 19, she recorded 0.10 hours each day reviewing emails from the agent confirming service on Mr. Ranspot and on Canada.

[42] In paras. 11–15 of the Arrears Decision, I described how the amounts on the cheques Mr. Ranspot provided to the Strata Corporation did not correspond with the amount he owed for his monthly strata fees or other fees, and were occasionally provided late, and I discussed the difficulties this presented. On March 9, 2021,

Ms. Brown recorded 0.10 hours for a voicemail from the Strata Corporation that it had found cheques from Mr. Ranspot, which it would provide to her (and did on March 10, included in the 0.10 hours she billed that day), but that it had no idea what the cheques were for. On March 15, Mr. Scheidegger recorded 0.20 hours reviewing the cheques and instructing Ms. Brown. On May 4, 2021, Mr. Flores recorded 0.20 hours reviewing an email from Ms. Brown regarding the Strata Corporation's question about whether it should accept or reject the late strata payments from Mr. Ranspot.

[43] On April 28, 2021, Mr. Ranspot filed his response to the petition, in which he alleged that he had made payments to the Strata Corporation prior to the filing of the petition that were not reflected in the amounts set out in the petition. He also filed an affidavit in support of his response. There is no dispute that after Mr. Ranspot filed his response, the Strata Corporation did not file its notice of application setting down the petition until April 13, 2022. Mr. Ranspot submits that the Strata Corporation delayed pursuing the petition for nearly a year, incurring unnecessary legal costs as a result.

[44] From May 10, 2021 through April 12, 2022, the fees charged by Mr. Flores, Ms. Brown and Ms. Su totalled \$1,498. During this time, they were dealing with the issue of the Arrears calculated by Mr. Ranspot in his response and affidavit, compared with the Strata Corporation's ledgers, and preparing for the petition, although there were periods where no time was recorded.

[45] On May 10, 2021, Mr. Flores recorded 0.40 hours reviewing Mr. Ranspot's response to the petition and the affidavit materials, and on May 27, 2021, he recorded a further 0.80 hours reviewing Mr. Ranspot's affidavit for the purpose of calculating the Arrears and comparing it with the amounts Mr. Ranspot alleged were owing. Mr. Ranspot suggested to Mr. Flores that his time entries to review materials were excessive, given the length of Mr. Ranspot's response and supporting affidavit (which with exhibits totalled 87 pages). On June 1, 2021, Mr. Flores recorded 0.90 hours "reviewing memos, previous ledger on payments, preparing letter to Ranspot".

Ms. Ban recorded a total of 0.40 hours emailing the Strata Corporation for the ledger, and asking about further cheques, as well as emailing a letter to Mr. Ranspot.

[46] On June 16, 2021, Mr. Flores wrote to Mr. Ranspot regarding his response to the petition and the information in his affidavit, as well as once again offering to settle the matter (the “June 2021 Offer”) (Brown Affidavit #2, Ex. F). In the June 2021 Offer, Mr. Flores offered to settle the matter for the outstanding Arrears, as well as \$4,000 in legal costs and disbursements, by June 23, 2021. Mr. Ranspot did not agree to settle the matter. Mr. Flores recorded 0.10 hours on June 25, 2021 for “review of email from Mr. Ranspot in response to letter”.

[47] There were no time entries between late June and early September 2021, at which point Mr. Flores began preparing for the petition. On September 8, he recorded 0.50 hours drafting an affidavit in support of the petition and on September 21, he recorded a further 0.20 hours revising Ms. Brown’s affidavit and communicating with her about the Strata Corporation’s ledger. Under cross-examination, Mr. Flores agreed with Mr. Ranspot that the affidavit referred to in these entries was never finalized and used in the proceedings.

[48] On December 16, 2021, a span of three months from the previous time entries, Ms. Brown and Mr. Flores both recorded time to review the Strata Corporation’s ledger and draft the affidavits of Ms. Brown and Ms. Lancaster (Ms. Brown recorded a total of 0.30 hours and Mr. Flores 0.20 hours). Mr. Ranspot questioned these entries because the first affidavit of Ms. Lancaster was not filed until April 2022, but Mr. Ranspot did not undermine their evidence that they recorded their time contemporaneously and I accept their evidence that they were preparing these affidavits at the time they made those entries.

[49] From December 16, 2021 to early March 2022, there were no entries. In March 2022, Ms. Brown and Ms. Su recorded a total of one hour for such tasks as reviewing the Strata Corporation’s ledger and seeking Mr. Ranspot’s availability for the petition hearing. Ms. Brown’s entry for March 29, 2022 is for “reviewing email

from owner not agreeable to attending application ‘til May” and her email of March 30, 2022 is “preparing email to owner requesting his availability for April 2022 to schedule the hearing of the petition.” Although Mr. Ranspot alleges that the Strata Corporation is responsible for the delay in pursuing the petition, I am satisfied on the evidence that if there was a delay, Mr. Ranspot contributed to it.

[50] On April 5, 2022, Ms. Brown recorded one hour for “meeting with client to execute affidavit”. Ms. Brown confirmed that the affidavit referred to is the first one of Ms. Lancaster. Mr. Ranspot put to Ms. Brown that this time entry was excessive because Ms. Lancaster’s affidavit consists of four pages of attestations, followed by 75 pages of exhibits, the majority of which is Ms. Brown’s 58-page affidavit (Ex. A to the affidavit) (Mr. Ranspot also questioned Mr. Flores about Ms. Lancaster’s affidavit, but he could not recall much about it.) Ms. Brown defended the time entry, testifying that she met with Ms. Lancaster and before commissioning the affidavit, reviewed the entire document with Ms. Lancaster.

[51] On April 6, 2022, Ms. Brown recorded 0.70 hours for, among other things, conducting an LTSA search “to pull tax sale notice which was registered on title as at December 16, 2021” and for “telephone call with City of Vancouver.” On April 12, both Ms. Brown and Ms. Su record a total of 0.30 hours related to requesting an updated state of title certificate for the Property. I discuss the entries related to the tax sale of the Property by the City of Vancouver (the “City”) in the section regarding the S. 118 Costs claimed for the period from May 2023 through November 2024.

[52] In the month prior to May 3, 2022 (the first date set for the petition), Mr. Flores billed one hour to review Mr. Ranspot’s response materials and prepare for the petition, as well as 0.10 to endorse service letters enclosing the application materials. Ms. Brown billed a total of 1.30 hours for tasks such as reviewing the title certificate, exchanging emails with Canada regarding the wording of the order sought by the Strata Corporation, and contacting Mr. Ranspot about the materials to be included in the application record. Ms. Su billed 1.30 hours preparing application binders, and instructing the agent to file the binders.

[53] There is no dispute that Hamilton & Co set the hearing of the petition for May 3, 2022, in general chambers before a Master (now referred to as Associate Judges). After hearing from Mr. Flores and Mr. Ranspot, Associate Judge Krentz ordered the petition adjourned on the basis that he did not have jurisdiction to make some of the orders sought and referred it to Justices' chambers. However, there were no justices available that day to hear the referral and it did not go ahead. Mr. Flores recorded 2.5 hours (\$750) on May 3 to prepare for and attend chambers, as well as communicating with Ms. Brown by both email and in person regarding rescheduling the hearing. Mr. Ranspot challenged Mr. Flores on this entry on the basis that the court summary sheet reflects that they were before Krentz A.J. for 22 minutes and that Mr. Flores appeared via MS Teams (Ranspot Affidavit #1, Ex. F1). Mr. Ranspot asserted that because he was appearing remotely, Mr. Flores could have spent time while he was waiting working on other files. Mr. Flores defended his time recorded on the basis that because the petition was on the general list, they had to wait to be called and he could not do any substantive work on any other files while listening to learn when they would go on. He also said that time entry includes the time he spent preparing for the hearing and communicating with Ms. Brown.

[54] After Krentz A.J. ordered the petition adjourned, Ms. Brown spent time in May 2022 reviewing and responding to Mr. Ranspot's affidavit #2 (1.20 hours on May 17), as well as drafting and revising Ms. Lancaster's Affidavit #2, recording 1.60 hours for these tasks on May 24. On May 25, Ms. Brown again recorded one hour to meet with Ms. Lancaster and commission her affidavit. Mr. Ranspot challenged as excessive Ms. Brown's time entries for the preparation and execution of Ms. Lancaster's affidavit #2, asserting that because it was prepared six weeks after her first affidavit, it should not have taken long to prepare it or commission it.

[55] Prior to June 7, 2022 (the second date set for the petition), Mr. Flores billed 0.10 hour to revise Ms. Lancaster's affidavit (on May 25) and 0.30 hours on June 3 reviewing and exchanging emails with Mr. Ranspot regarding the index and contents of the application record. On June 7, 2022, the petition was set before Justice Ball, however, Ball J. advised that he could not hear the matter due to a conflict and it

needed to be heard by another justice. Mr. Flores recorded 2.50 hours on June 7 for “attendance at court via MS Teams on hearing of petition. Clerk advised Justice Ball in conflict. Matter adjourned at lunch as no other judges available.” Mr. Ranspot challenged Mr. Flores’s entry as excessive, pointing to the court summary sheet where no time is recorded showing that the petition did not proceed (Ranspot Affidavit #1, Ex. F2), and again suggesting that Mr. Flores could have spent time on other matters while they were waiting because Mr. Flores appeared in court remotely (via MS Teams). Mr. Flores defended his time entry on the basis that the time was spent waiting to determine if there was a justice available to hear the petition and that he could not do any substantive work on any other files while listening to learn what would happen.

[56] From June 8 through September 19, 2022, Ms. Brown, Mr. Flores, Ms. Su and Ms. Fortier together recorded a total of two hours on the file, frequently communicating with the Strata Corporation to update the ledger showing the amounts owed by Mr. Ranspot, and preparing what was referred to as Ms. Lancaster’s affidavit #4. When Mr. Ranspot questioned Mr. Flores and Ms. Brown about this affidavit, both conceded that it was never finalized and filed.

[57] On September 23, 2022, the parties attended at court, scheduled to appear before Justice Taylor. However, given the other matters on Taylor J.’s list, he advised them before the lunch break that there was not enough time to hear the petition and ordered it adjourned to October 5, 2022. Mr. Flores recorded three hours on September 23 for attending at court and waiting before Taylor J. adjourned the petition to October 5.

[58] Ms. Su recorded 0.40 hours on September 27 and 29 for emails sent to an agent to pick up the application record, to file a requisition resetting the petition, to assemble documents and preparing an email to Mr. Ranspot requesting a filed copy of his affidavit dated June 3, 2022.

[59] As noted, Murray J. heard the petition on October 5, pronouncing her order that same day. Mr. Flores billed 5.50 hours on October 5 for the following:

“attendance in court on hearing of petition before Justice Murray. Checked in for matter. Commenced hearing of petition in the morning, and hearing concluded at approximately 4:00 p.m.”. Mr. Ranspot exhibited the court summary sheet for the appearance before Murray J. (Ranspot Affidavit #1, Ex. F4), pointing out that the time recorded on the summary sheet for the hearing was two hours and thirty-nine minutes and submitted that Mr. Flores had over-billed for the time that was actually spent on the petition.

[60] Between October 11 and November 2, 2022, Mr. Flores and Ms. Brown together recorded 0.80 hours preparing the draft Order, emailing it to Mr. Ranspot, arranging for the Order to be filed and updating the Strata Corporation on the Order and its status.

#### **Legal Costs Allowed to early November 2022**

[61] As evidenced in the Oct. 2023 Invoice and set out in the Strata Submissions, the Strata Corporation claims as its legal costs for this period \$9,818 (before taxes). The question I must bear in mind is whether the fees charged were reasonable for the registration and enforcement of the Lien and I reiterate that what is found to be reasonable varies from decision to decision, depending on the facts.

[62] In *Ruby #2*, Muir A.J. concluded that \$1,000 was the reasonable legal fee for giving the Demand Notice, preparing, filing and serving the lien, and filing and serving petition materials (para. 57). She also concluded that \$2,000 was a reasonable legal fee for hearing the petition up to obtaining the Master’s order (para. 86). In *Ruby #2*, Muir A.J. also noted that in *Yu*, Master Taylor “concluded that the reasonable legal fees for a more complicated assessment that proceeded over two days and required written submissions, were \$3,500 plus taxes” (para. 92). In *Strata Plan LMS 2154*, citing *Ruby #2*, Bilawich A.J. found that a reasonable legal fee to draft the petition and various affidavits, and arrange for the service of these documents, as well as to schedule the matter for hearing, speak to the hearing of the unopposed petition, and enter the order of the master was \$3,000 (para. 63).

[63] In contrast to these cases, in *Louis* and *Ajvazi*, the cases involving self-represented litigants who, like Mr. Ranspot, vigorously challenged the strata corporations' efforts to register and enforce liens under the SPA in lengthy proceedings, I found that the reasonable legal fees for the commencement of the petition proceedings through obtaining the orders was \$18,000 (in *Louis*, released in 2023) and approximately \$34,000 (in *Ajvazi*, released in 2023).

[64] Mr. Ranspot questioned both Mr. Flores and Ms. Brown about the fact that there are no time entries for less than 0.10 hours (six minutes) on the Oct. 2023 Invoice (or the other Hamilton & Co bills he had seen). Ms. Brown explained that the software the law firm uses to record time does not allow for entries of less than 0.10 hours and she denied that time was inflated because of this. Mr. Flores testified that at every firm he has worked at, he has never billed in less than one tenth of an hour intervals. Mr. Ranspot asserted that many of the tasks, in particular reviewing a basic email, should take less time, such as 0.05 hours (three minutes) and this type of recording inflates the fees. He estimates that the failure to record time in three-minute increments inflated the legal costs by 5%.

[65] It is commonplace, if not standard legal practice, to record time in tenths of an hour and in my view, the failure to record time in one-twentieth of an hour intervals (that is, every three minutes) is not in itself a basis on which to reduce Hamilton & Co's fees as being unreasonable. However, while I appreciate that 0.1 hour (six minutes) is the smallest unit of timekeeping, like Muir A.J. in *Ruby #2*, I doubt that all of the entries on the Oct. 2023 Invoice of 0.10 hours to "review email" actually took six minutes of the person's time and, although it is a small thing, I agree with Muir A.J. that it is "one that adds up" (*Ruby #2*, para. 82) and is a basis for reducing the fees claimed.

[66] Mr. Ranspot disputed the two, one-hour entries recorded by Ms. Brown to commission affidavits of Ms. Lancaster at a cost of \$175 each or \$350, noting that in *Ruby #2*, Muir A.J. specifically determined that time spent and charged for attending at the office of the petitioner's property manager to have an affidavit sworn, while it

“may be a convenience for the petitioner, it does not seem like a reasonable legal cost to enforce the petitioner’s lien” (para. 75). I too find that the time recorded by Ms. Brown for these tasks in this case, particularly when it had been disallowed in a previous assessment and, in the case of the second entry, where the affidavit was prepared and commissioned six weeks after the former one, is not a reasonable cost to register and enforce the Lien and should not be passed on to Mr. Ranspot.

[67] Mr. Ranspot challenged the time charged by both Mr. Flores and Ms. Brown preparing an affidavit of Ms. Lancaster that was never filed. In *Ruby #2*, Muir A.J. also disallowed time entered for work on an affidavit that was never filed for the petition hearing on the basis that it was not reasonable for the enforcement of the petitioner’s lien (para. 81). Again, these charges recorded by Hamilton & Co have been disallowed on a previous assessment as unreasonable to register and enforce a lien under s. 118 and I agree that they should not be allowed in this case.

[68] The Oct. 2023 Invoice includes numerous entries from the legal assistants and Mr. Ranspot submits that these charges for administrative work should not be allowed on the basis that it is overhead. I agree with Mr. Ranspot. The cost of the time a legal assistant spends on administrative tasks is built into the hourly rates of the legal counsel and paralegals. There is no evidence that the tasks performed by the legal assistants, Ms. Ban, Ms. Su and Ms. Fortier, were anything other than standard administrative tasks and, in my view, these fees were not reasonable to register and enforce the Lien and should not be passed on to Mr. Ranspot.

[69] Mr. Ranspot takes issue with the amount billed for the time Mr. Flores spent waiting when the petition did not proceed, submitting that he is being asked to pay for Mr. Flores’s lost opportunity. Mr. Ranspot referred to Item 37 of the tariff (*Supreme Court Civil Rules*, Appendix B), in which a successful party awarded their costs on a party-and-party basis is entitled to claim three units (\$330 total) for “attendance at the court for trial or hearing if party is ready to proceed and when trial or hearing not started.” Mr. Ranspot submits that Mr. Flores should have reduced his hourly rate for his time spent waiting by at least one-half or more. Given that

Mr. Flores appeared at two of these hearings remotely through MS Teams (the appearances before Krentz A.J. and Ball J.), I find these charges excessive in the circumstances and I do not accept Mr. Flores's evidence that at no time during the period he was waiting remotely could he work on other files. I find that some of this time should be discounted.

[70] Hamilton & Co made repeated attempts to settle with Mr. Ranspot. The span of time between these demand letters/settlement offers, as well as between the filing of the petition and its hearing, required updated calculations of the Arrears. The Oct. 2023 Invoice is replete with entries by Ms. Brown (and legal assistants and lawyers) contacting the Strata Corporation regarding its ledgers, reviewing the ledgers, and updating the information. As I discussed in the Arrears Decision, Mr. Ranspot's practice of issuing cheques that did not correspond to the Strata Corporation's records, as well as the Strata Corporation's occasional delay in cashing his cheques, was problematic and I acknowledge that time was required to update and confirm the Arrears. However, I find that the time recorded by Hamilton & Co dealing with the calculations of Mr. Ranspot's Arrears is excessive in the circumstances and should be reduced.

[71] Considering the issues I have identified above with the legal fees charged by Hamilton & Co, I find that the legal fees of \$9,818.00 claimed by the Strata Corporation for the period from when it retained the law firm through to the entry of the Order (early November 2022) should be reduced, but not to the level Mr. Ranspot submits is reasonable. While some of the legal fees are excessive for the tasks associated with them and should have been reduced in part or altogether, I find that Mr. Ranspot's conduct contributed to the fees incurred during this period. In the circumstances and based on the evidence before me, I find that \$7,500 is a reasonable amount for the legal costs during this period (not including applicable taxes).

**S. 118 Costs – November 2022 through August 23, 2023**

[72] This period covers the time from the entry of the Order directing the reference to assess the Arrears (it was entered November 4, 2022), through the release of the Arrears Decision, up to the point at which Hamilton & Co started preparing for the assessment of the S. 118 Costs. Based on the Oct. 2023 Invoice, the Strata Corporation claims as its legal fees during this period (November 7, 2022 through August 2, 2023) \$4,275.50 (not including taxes). Mr. Flores, Ms. Brown, Ms. Su and Ms. Fortier (the legal assistants), recorded time during this period.

[73] After the Order was entered, Ms. Brown entered time preparing a reporting email to the Strata Corporation, as well as requesting an updated ledger and communicating with Canada about the Order (her November 22, 2022 entry states “the Province”, but there was no evidence before me that the provincial Crown was a party to the proceedings). Ms. Brown also prepared an email to Mr. Ranspot with an offer (as indicated in her entry of November 14, 2022) (the offer was not in evidence and it is apparent that Mr. Ranspot did not accept it).

[74] In late November 2022, Mr. Ranspot and Ms. Brown were communicating about the reference to assess the Arrears and the Strata Corporation’s S. 118 Costs. In an email sent to Ms. Brown on November 25, 2022 (in response to an email she sent him on November 22, suggesting dates in January 2023), Mr. Ranspot “took umbrage” with Ms. Brown’s “imposing deadlines” on him, asserting that the time it took for Ms. Brown to provide him with the Strata Corporation’s bill of costs (from October 5 to November 14, 2022) “is not at all helpful in resolving this matter” and that he was not available in January 2023, there were no available dates before the registrar in February 2023, but he was available in March 2023 (Brown Affidavit #2, Ex. L). Apparently the bill of costs provided to Mr. Ranspot was marked “without prejudice” and on November 25, Mr. Ranspot again emailed Ms. Brown questioning why the bill of costs was marked “without prejudice” if it was the bill to be reviewed by the registrar (Brown Affidavit #2, Ex. M). On November 25, Ms. Brown recorded 0.20 hours to review Mr. Ranspot’s email and prepare an email in response and

Mr. Flores recorded 0.10 to review Mr. Ranspot's emails and leave him a voicemail. There were no entries for December 2022 on the Oct. 2023 Invoice.

[75] In January 2023, Ms. Brown recorded time to prepare an email to Mr. Ranspot regarding dates for the assessment hearing and to call the registry (scheduling) to schedule the assessment (a total of 0.30 hours). On January 27, Ms. Brown recorded 0.20 hours "reviewing email from [Mr. Ranspot] that we do not need to file more materials [our] legal costs are already excessive and disproportionate; preparing email in response disproportionate."

[76] The Arrears assessment was scheduled for March 7, 2023 and the entries on the Oct. 2023 Invoice from February 7 through March 3, 2023 were of Ms. Brown, Ms. Su and Ms. Fortier preparing materials for the assessment. On February 7 and 15, Ms. Brown spent a total of 3.30 hours preparing her second affidavit (that is, Brown Affidavit #2, which was not finalized and filed until October 2023). On February 17, Ms. Brown recorded 0.40 hours to "drafting appointment and binder cover with index". Ms. Su spent 1.80 hours on February 16 "finalizing exhibits", as well as a total of 0.80 hours on February 24, 27, 28, March 1 and 3, for tasks including "assembly of documents" (two entries) and "updating appointment binders" (two entries). Ms. Fortier also recorded 0.20 hours on February 24 for "assembling appointment binders".

[77] Mr. Ranspot contacted Ms. Brown and advised that he intended to file a further affidavit for the assessment, and she recorded 0.20 hours on February 23 reviewing his email and preparing a response. Mr. Ranspot's unnumbered affidavit was filed on February 28, 2023, and Ms. Su's entry of March 1 indicates it is for updating the appointment binders "with new affidavit" (she billed 0.20 hours for this task). On March 6, 2023, Mr. Flores recorded 0.80 hours to review Mr. Ranspot's affidavit and prepare for the hearing.

[78] When the parties appeared on March 7, 2023, a full day hearing had also been scheduled before me that went ahead, resulting in the rescheduling of other matters on my list that day. The court summary sheet exhibited to the Ranspot

Affidavit indicates that the parties were before me for one minute to be advised I could not hear it that day (Ex. F5). Mr. Flores recorded 1.50 hours (\$487.50) on March 7, describing how his time was spent:

Attended court before registrar. Checked in on matter, Michael Ranspot present. Registrar Gaily presiding. Full day matter proceeding before us but was advised could be referral Master available. Stayed in court until 12:30p.m. Spoke to clerk who advised that unlikely to get on due the full day hearing being heard. Advised clerk we would be adjourning with agreement of Ranspot. Attended at scheduling with Ranspot to reset the hearing.

[79] The assessment of the Arrears was rescheduled to March 21 and between March 8 and 15, Ms. Brown recorded 2.50 hours for tasks such as reviewing the ledger, as well as the Strata Corporation's AGM minutes, to determine the Arrears claimed, and drafting Ms. Lancaster's third affidavit. On March 15, Mr. Flores recorded 0.10 hours to review and approve Ms. Lancaster's third affidavit and instruct Ms. Brown to have it sworn and filed. That same day (March 15), Ms. Brown recorded one hour to meet with Ms. Lancaster "to execute Affidavit #3". Ms. Su recorded 0.60 hours to assemble documents, update the appointment binders, and instruct an agent to file documents.

[80] On March 20, Mr. Flores recorded half an hour to review materials in preparation for the Arrears assessment, and on March 21, he recorded three hours for attending the Arrears assessment before me. The court summary sheet exhibited to the Ranspot Affidavit indicates that the hearing took "1:8" hours (Ex. F6). However, the Arrears assessment commenced in the morning, and continued after the lunch break and I reserved my decision. Ms. Brown recorded 0.10 on March 24 reporting to the Strata Corporation on the Arrears assessment hearing.

[81] The Arrears Decision was released on April 18, 2023. Ms. Brown recorded 0.30 hours for preparing emails to the Strata Corporation and Mr. Ranspot regarding the Arrears Decision, as well as preparing an email to Mr. Ranspot demanding he pay the Arrears and that further correspondence would follow to address updated amounts owing and legal costs. Mr. Flores recorded 0.30 hours on April 18

reviewing the Arrears Decision and revising and finalizing a letter to Mr. Ranspot, and on April 19, Ms. Brown recorded 0.10 for reviewing the ledger.

[82] On April 25, Ms. Brown recorded 0.30 hours for reviewing a letter from the City confirming that the Property was sold at auction on November 2, 2022, but there is a one-year redemption period until November 2, 2023, and preparing an email to the Strata Corporation (Brown Affidavit #2, Ex. N is the letter from the City). Mr. Flores recorded time on April 25 reviewing the City's notice letter, and Ms. Brown recorded time on May 2 reviewing an email from Canada requesting a position on the tax sale and preparing an email in response (a total of 0.30 hours together).

[83] As noted, Mr. Ranspot paid the Strata Corporation the Arrears determined to be owing in the Arrears Decision (Ex. P to Brown Affidavit #2 is a copy of the letter he sent to Mr. Flores enclosing the cheque), and there are entries of Ms. Brown and Ms. Su, as well as one of Mr. Flores, in May and June 2023 communicating with the Strata Corporation regarding Mr. Ranspot's payment of the Arrears and requesting an updated ledger. As well, on May 9, Ms. Brown recorded 0.20 hours to conduct LTSA searches regarding the tax sale and the other charges registered on Mr. Ranspot's Property by Canada.

[84] In late July and early August, 2023, Ms. Brown recorded 0.40 hours preparing an offer to settle the S. 118 Costs with Mr. Ranspot, which Mr. Flores finalized and it was sent on August. 2, 2023. As is apparent, Mr. Ranspot did not accept the settlement offer.

**Legal Costs Allowed November 2022 through August 2023**

[85] The Strata Corporation claims as its legal costs during this period \$4,275.50 (not including taxes).

[86] I identified above issues with some of the fees claimed, such as the time the legal assistants billed for administrative tasks that I find to be part of the firm's overhead (and that I calculate to be approximately \$350), as well as the one-hour

charge by Ms. Brown to commission Ms. Lancaster's affidavit (\$175), which costs I find are not reasonable to register and enforce the Lien. These costs total \$525.

[87] Mr. Ranspot challenges the time Mr. Flores recorded on March 7, 2023, when the parties could not get on before me. Mr. Flores's evidence is that the time he recorded on March 7 (1.50 hours for \$487.50) was less than the time he actually spent at the court waiting to determine if the Arrears assessment would proceed and resetting the hearing with Mr. Ranspot, and that he could not record time on any other files during this time. I accept Mr. Flores's evidence and would not reduce the time he entered on March 7.

[88] As noted, I will address Mr. Ranspot's submissions regarding the costs claimed related to the City's tax sale in the next section.

[89] Accordingly, for the period from November 2022 through August 2023, I find that based on the evidence before me in the circumstances of this case, a reasonable fee for the proceedings through the Arrears Decision is \$3,750.50 (exclusive of taxes).

### **The Scale of the Costs of the S. 118 Costs Assessment**

[90] On May 28, 2024, when I directed the parties to provide written submissions prior to the final day of hearing, I asked them to address the issue of the scale of costs applicable to the assessment of the S. 118 Costs.

[91] The Strata Corporation submits that I should not follow my decision in *Ajvazi*, that I wrongly decided the appropriate scale to apply to the assessment of the s. 118 costs in that case, and that it is entitled to its reasonable legal fees for the S. 118 Costs based on Justice Jackson's decision in *The Owners, Strata Plan NW 2089 v. Ruby*, 2019 BCSC 504 [*Ruby Appeal*]. In *Ruby Appeal*, Jackson J. reviewed the decision of Registrar Nielsen (as he then was) and set it aside, finding that he erred by determining that the strata corporation was not *entitled* to any of its legal costs under s. 118 of the SPA (resulting in Muir A.J.'s decision in *Ruby #2*). At para. 28 of her oral reasons, Jackson J. stated the following:

The petitioner seeks reasonable legal costs for this appeal, rather than tariff costs. I am convinced by the petitioner's argument that this is consistent with the intent and scheme of the legislation, as well as the Court of Appeal's decision in *Baettig*, and I so order.

[92] Mr. Ranspot submits that the costs of the S. 118 Costs assessment should be assessed on a party and party basis, following *Ajvazi*.

[93] I advised the parties that I was aware that Mr. Ajvazi had appealed my decision, which appeal was heard by Justice Lamb, who had reserved her judgment. I understand that Lamb J. has since dismissed Mr. Ajvazi's appeal for failure to comply with procedural requirements and the substantive issue of the scale of costs was not considered (the reasons are unreported).

[94] I am not following my decision in *Ajvazi* regarding the scale of the costs for the assessment of the Strata Corporation's S. 118 Costs in this case, particularly because the facts of *Ajvazi* are distinct from this case (and from the other s. 118 costs assessments referred to by the parties and of which I am aware). In *Ajvazi*, the strata corporation's lien had been removed and fully enforced and the property in question had been sold some two years prior to the filing of the appointment to assess the strata corporation's s. 118 costs. In this case, the Lien is still registered on the Property and the enforcement of the Lien has yet to conclude. Although the issue of the appropriate scale of costs on a registrar's assessment of the s. 118 costs a strata corporation claims under the *SPA* was not before her, Jackson J. felt it appropriate to award the strata corporation its costs of the appeal before her as reasonable legal costs under s. 118. I am aware that in other decisions involving the assessment of s. 118 costs under the *SPA*, my colleagues have assessed the legal fees claimed for pursuing the assessment on a reasonableness basis, the standard set out in s. 118 of the *SPA*. I am satisfied that the costs of the S. 118 Costs assessment are part of the enforcement of the Lien and should be assessed on the basis of reasonableness.

**S. 118 Costs – August 2023 through November 2024**

[95] The last entry on the Oct. 2023 Invoice is dated October 3, 2023, and the legal fees from August 28 to October 3 total \$1,110. There are no entries from the legal assistants, only by Ms. Brown and Mr. Flores.

[96] Mr. Flores recorded 1.7 hours revising Ms. Brown’s second affidavit and reviewing correspondence to determine the exhibits to her affidavit. As noted, Brown Affidavit #2 was filed on October 10, 2023. On September 28, Mr. Flores recorded 0.1 hours to prepare and send an email to Mr. Ranspot regarding the PHC.

[97] Ms. Brown’s time entries for this period total two hours. In addition to drafting her second affidavit (1.10 hours on October 3), most of Ms. Brown’s entries during this period are related to the City’s tax sale, including emails and telephone calls with the City regarding the tax sale, as well as with the Strata Corporation about the tax sale. On September 28, Ms. Brown recorded 0.20 hours drafting a letter to Mr. Ranspot “regarding redemption of tax arrears.”

[98] The S. 118 Costs claimed by the Strata Corporation for the period from October 3, 2023 through November 2024 are based on estimates, which as noted, are inconsistent.

[99] In Brown Affidavit #2, Ms. Brown attests that the total amount of legal costs being sought for the assessment of the S. 118 Costs, including anticipated legal amounts, is \$18,497.50 (para. 22). She based the anticipated legal fees on an excel spreadsheet (the “Brown Spreadsheet”), exhibited to the affidavit (Ex. CC). On the Brown Spreadsheet, the anticipated legal fees total \$4,762.50. This is the same amount set out on the Feb 2024 Summary.

[100] In Brown Affidavit #2, Ms. Brown identifies herself, Mr. Flores and a “paralegal (Civ6)” as the persons who would bill time. I note, however, the hourly rate for “Civ6” is \$100, which is the hourly rate charged by Hamilton & Co for a legal assistant and that in Brown Affidavit #4, she identifies “Civ6” as a legal assistant (see, for example, paras. 8(c) and 13). As explained in para. 16(a) and set out on

the Brown Spreadsheet, Ms. Brown anticipated she would spend two hours to draft and finalize the assessment materials including finalizing exhibits, for a total of \$350. She anticipated Mr. Flores would spend 1.50 hours finalizing the assessment materials for \$487.50 (para. 16(b)) and she would spend an hour (\$175) to draft the service letters, the appointment, the certificate of costs, the affidavit of service and finalize exhibits (para. 16(c)). She estimated that \$50 would be spent to prepare application binders (0.50 hours at \$100). Finally, she estimated that Mr. Flores would bill 2 hours (\$600) to prepare for and appear before a registrar at the PHC, and a total of 8 hours (\$2,600) to prepare for and attend the assessment hearing before the registrar (three hours to prepare and five to attend a one-day hearing).

[101] As set out above, the parties appeared before me for the PHC on October 24, 2023, which is a thirty-minute hearing, and at the PHC I ordered the assessment to be set for one full day on February 5, 2024. I also ordered Mr. Ranspot to prepare and serve on the Strata Corporation his particularized objections to the S. 118 Costs claimed, which he did in an email to Mr. Flores dated November 21 (Brown Affidavit #4, Ex. A).

[102] In the Strata Submissions, the Strata Corporation claims that Hamilton & Co billed \$12,790 in legal fees on the May 2024 Invoice (para. 37). The Strata Submissions state that the May 2024 Invoice “includes 7.5 hours for a total of \$2,437.50 recorded by Mr. Flores from October 6, 2023 to December 11, 2023”, before he left Hamilton & Co, and that his time “included finalizing materials for the assessment, attending a [PHC], drawing and entering the order after the [PHC] and reviewing and preparing a response to the objections raised by the respondent” (para. 38).

[103] The Flores Affidavit was filed on December 12, 2023 and in it, Mr. Flores responds to Mr. Ranspot’s objections to the S. 118 Costs, but there are no exhibits. When he testified, Mr. Flores said that he had prepared the Feb 2024 Summary before attending the PHC and that the hours on the Brown Spreadsheet do not accurately reflect the time he spent on the file before he left Hamilton & Co. For

example, he said that he did not expect me to order that Mr. Ranspot prepare and serve particularized objections to the S. 118 Costs claimed by the Strata Corporation, and that it took him more than three hours to prepare his affidavit of justification, which I had ordered (as opposed to the 1.50 hours estimated by Ms. Brown).

[104] The Strata Submissions state that the May 2024 Invoice includes 15.7 hours of Ms. Brown’s time, a total of \$2,747.50, “largely attributed to drafting materials in support of assessment of legal fees and further correspondence with the City regarding the tax sale and communications with Mr. Ranspot regarding the process going forward” (para. 39).

[105] Ms. Brown explained that in preparing the anticipated legal costs set out in the Brown Spreadsheet, she based the estimates on her experience on other SPA collections, which she described as taking about an hour for the hearing, with some steps to finalize details. She testified that she thought Mr. Ranspot would settle with the Strata Corporation after the Arrears Decision, and that her estimates on the Brown Spreadsheet were lower than the actual fees incurred. Brown Affidavit #4 was filed on December 12, 2023, and like the Flores Affidavit, Ms. Brown’s attestations respond to Mr. Ranspot’s objections, with exhibits to support her evidence.

[106] Mr. Kinghorn appeared before me on February 5 and May 28, 2024. The Strata Submissions indicate that the May 2024 Invoice includes 14.1 hours of Mr. Kinghorn’s time, billed at an hourly rate of \$450 (totalling \$6,345) (para. 40). The Strata Submissions provide that Mr. Kinghorn recorded 8.4 hours preparing for the first day of the assessment, which included meeting with Mr. Flores, as well as 5.1 hours to attend the hearing on February 5. I described above the hearing before me on February 5, noting that the parties did not get on right at 10:00 a.m., that court time was extended through the lunch break, and that when court resumed, the hearing had to be continued to ensure Ms. Brown was not left under cross-examination for several months.

[107] The May 2024 Invoice was dated May 27 (the day before the second day of the assessment) and the Strata Submissions state that Mr. Kinghorn recorded a further 0.6 hours on it to prepare for the May 28 continuation. The Strata Corporation submits that \$3,000 is the “an appropriate amount for [Mr. Kinghorn’s] preparation and attendance at the continuation of the hearing on May 28, 2024” (para. 41). At Mr. Kinghorn’s hourly rate of \$450, \$3,000 is approximately six and two-thirds hours of his time. As I described above, on May 28, the parties did not begin until 10:45 and the matter was adjourned at the afternoon break at 3:00, to be continued.

[108] After Mr. Kinghorn left Hamilton & Co, Mr. Scheidegger again assumed conduct of the file. In the Strata Submissions, which were prepared and filed before the final day of the assessment hearing, the Strata Corporation submits that “\$4,500 is reasonable fee for the preparation for and attendance at the final day of hearing, including preparing written submissions” (para. 42). There is no indication of the amount of time that Mr. Scheidegger spent preparing the written submissions, but the final day of the assessment concluded before lunch (half day).

[109] Based on the Strata Submissions and the Oct. 2023 Invoice, I calculate the total legal fees claimed for this period relating to the assessment of the Strata Corporation’s S. 118 Costs to be \$21,400 (\$1,110 from the Oct. 2023 Invoice, plus \$12,790 on the May 2024 Invoice, and the \$7,500 estimates).

**Legal Costs Allowed August 2023 through November 2024**

[110] I detailed above that the parties were before me for the assessment of the S. 118 Costs on three separate days, as well as for the 30-minute PHC. Mr. Ranspot objected to some of the S. 118 Costs claimed by the Strata Corporation asserting that Hamilton & Co purposely delayed filing the petition and setting the hearing date to increase the legal fees. With respect to the legal fees associated with the assessment of the S. 118 Costs in this case, in my view, it is Mr. Ranspot who is responsible for the length of time these assessment proceedings have taken and the resulting legal costs.

[111] This assessment should have concluded in one court day on February 5, 2024 (as I had directed at the PHC). I find that Mr. Ranspot's insistence that he intended to extensively cross-examine Ms. Brown unnecessarily delayed the proceedings. As evidenced in the court's log notes from May 28, his cross-examination could have been concluded on the first day of the hearing when Ms. Brown was in attendance. The parties could then have filed written closing submissions (which I directed them to do at the second day), without the necessity for two further appearances and the associated expenses.

[112] I have noted the entries by Ms. Brown relating to the City's tax sale of the Property above. In the Ranspot Submissions, Mr. Ranspot admits that he was in a dispute with the City over vacancy tax charges in 2022 and 2023 and that the City "conducted tax sales in both years and sold the apartment although there was a statutory one-year redemption period." Mr. Ranspot takes issue with these charges relating to the tax sales, stating in the Ranspot Submissions that he received no communications from Hamilton & Co regarding the tax sale or his intention to redeem the Property and that these fees were not necessary to enforce the Lien.

[113] I disagree with Mr. Ranspot. The issue of whether the Property over which the Lien was registered was subject to a tax sale is, in my view, directly relevant to the enforcement of the Lien. The exhibits to Brown Affidavit #2 include an email exchange between Ms. Brown and Mr. Ranspot referring to the Strata Corporation's offer to pay the tax arrears (to which Mr. Ranspot took issue) (Ex. V). The Lien is registered on the Property and the Strata Corporation is entitled to know the status of the security for its Lien (that is, whether the Property has been sold or whether Mr. Ranspot had redeemed it in the time allowed) and it is not uncommon for strata corporations to offer to pay tax arrears.

[114] I have considered the Strata Submissions and the estimates of the time spent and the fees incurred, comparing it to the time spent and fees incurred evidenced in the Oct. 2023 Invoice, which I reviewed in detail above. Based on my review of the Flores Affidavit, as well as noting the length of the PHC, I find that some of the time

estimates in the Strata Submissions for Mr. Flores's time is excessive and should be reduced. I would also reduce some of the time claimed for both Mr. Kinghorn and Mr. Scheidegger, which I find was likely spent reviewing the file in order to take it over from their predecessors.

[115] I find that in the circumstances of this case, based on the evidence before me, the reasonable legal fees for the conduct of the assessment of the S. 118 Costs is \$17,500 (or approximately \$7,000 per day of the assessment hearing).

**Assessment of Disbursements claimed as S. 118 Costs**

[116] As noted, s. 118 of the *SPA* contemplates that a strata corporation's land title and other registry fees, as well as "other reasonable disbursements" may be added to the amount owing under a certificate of lien.

[117] On the Oct. 2023 Invoice, the total non-taxable disbursements (filing fees and BC online charges) amount to \$474.84. The taxable disbursements total \$4,323.73 (before taxes), listed as the following: photocopies (\$9.00); scans (\$351.75); black and white prints (\$2,226.00); color copies/prints (\$419); agent's taxable fees (\$1,027.33); postage (\$33.94); LTSA taxable charges (\$233.21); and taxable BC online charges (\$23.50).

[118] In Brown Affidavit #2, at paras. 8 through 15, Ms. Brown attests to the disbursements claimed by the Strata Corporation, referring to the evidence at exhibits X, Y, and Z. At paras. 23 and 24 of Brown Affidavit #2, Ms. Brown attested that the anticipated taxable disbursements, including taxes, was \$225.75, and the anticipated non-taxable disbursements was \$240.00 (which is the amount included on the Feb. 2024 Summary). Her summary of the disbursements, including anticipated disbursements, totalling \$3,530.10 with taxes, is at Ex. AA. In the Strata Submissions, the Strata Corporation submitted that "the additional [copies] captured in the May 2024 Invoice" totalled \$1,869.00. The total of the disbursements (taxable, non-taxable and applicable taxes) claimed in the Strata Submissions is \$5,864.75.

[119] In the Ranspot Submissions, Mr. Ranspot challenges the disbursements, particularly the copy costs associated with application and hearing records and Mr. Flores's speaking notes, suggesting that these should be discounted by 50%. He submits that BC Online charges "of \$223.50 are unreasonable" and that the postage charges of \$33.94 should be disallowed. In his submissions, Mr. Ranspot does not take issue with the disbursements on the Oct. 2023 Invoice for agents' fees (both taxable and non-taxable) and the LTSA charges.

[120] I have reviewed the exhibits to Brown Affidavit #2, as well as Ms. Brown's evidence in her affidavit and during her testimony. By far, the most expensive disbursements were for photocopies.

[121] The agents' fees claimed on the Oct. 2023 Invoice are based on the invoices from West Coast Title Search, which includes the court filing fees paid by the agents on behalf of the Strata Corporation (Ex. Z). In my view, the agents' fees are reasonable and I allow them in full as claimed (\$1,027.33 taxable, plus \$274.87 non-taxable). I also allow as claimed the anticipated disbursements of \$141, identified on the Strata Submissions as filing fees to file the appointment, affidavits and the certificate of costs.

[122] I do not agree with Mr. Ranspot that the charges incurred for BC Online searches are unreasonable and I allow them in full as claimed (\$223.50). I also allow the LTSA charges (which are listed on the Oct. 2023 Invoice as \$233.21, plus the \$147.33 on the Strata Submissions as \$147.33).

[123] Postage charges are generally part of a law office's overhead costs encompassed in the hourly rates charged by lawyers. However, the postage charged on the Oct. 2023 Invoice includes registered mail, and there was evidence before me that Mr. Ranspot had to be served with some of the demand letters by registered mail. As a result, I am satisfied that the disbursement of \$33.94 was necessary and reasonable in this case.

[124] As I noted earlier in this decision, the hearing record before me on the S. 118 Costs assessment included all of the affidavits that had been in evidence before Murray J. at the petition, as well as before me for the assessment of the Arrears. Many of the affidavits are lengthy because they exhibit other affidavits. It is not possible to determine exactly how many copies were necessary for a given proceeding, but I find that the amount claimed should be reduced.

[125] In my view, in the circumstances of this case, based on the evidence before me, a reasonable amount for the Strata Corporation's fees and other reasonable disbursements to register and enforce the Lien is land title and other registry fees, as well as other reasonable disbursements is \$4,500, including taxes, reflecting a reduction in the charges for all of the photocopies.

**Summary of S. 118 Costs Allowed as Reasonable**

[126] As detailed above, I have assessed the S. 118 Costs claimed by the Strata Corporation and determined that, in the circumstances of this case, the reasonable legal fees for the registration and enforcement of the Lien is \$28,750.50. The applicable taxes (GST and PST) on this amount is \$3,450.06. I have also allowed \$4,500 inclusive of taxes as the Strata Corporation's disbursements (including land title and registry fees). The total of S. 118 Costs I have allowed is \$36,700.56.

[127] As provided under the *SPA*, this amount is to be added to the amount owing under the Lien.

“Registrar Gaily”