

CANADA / JUDGMENT

Pringle v. Peace River (Regional District)

2024 BCCA 322

COURT

British Columbia Court of Appeal

DECIDED

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2024 BCCA 322 Pringle v. Peace River (Regional District)

COURT OF APPEAL FOR BRITISH COLUMBIA

Citation:

Pringle v. Peace River (Regional District),

2024 BCCA 322

Date: 20240912

Docket: CA49273

Between:

Lyle Pringle and Doreen Shadow

Appellants

(Respondents)

And

Peace River Regional District

Respondent

(Petitioner)

Before:

The Honourable Madam Justice Newbury

The Honourable Mr. Justice Abrioux

The Honourable Justice Skolrood

On appeal from: An order of the Supreme Court of British Columbia, dated

July 10, 2023 (Peace River (Regional District) v. Pringle, 2023 BCSC 1172,
Dawson Creek Docket S23558).

Counsel for the Appellants:

N. Baker

Counsel for the Respondent:

A.D. Bradley

Place and Date of Hearing:

Vancouver, British Columbia

June 18, 2024

Place and Date of Judgment:

Vancouver, British Columbia

September 12, 2024

Written Reasons by:

The Honourable Justice Skolrood

Concurred in by:

The Honourable Madam Justice Newbury

The Honourable Mr. Justice Abrioux

Summary:

The appellants purchased a property which, unbeknownst to them at the time, was subject to bylaws which made it unsuitable for their intended uses. The appellants constructed buildings and a campground on the property in contravention of the bylaws, and the regional district issued two bylaw contravention notices. The appellants sought to modify the zoning designation for the property and appealed to various decision makers for relief. Failing that, they opposed the bylaw notices before an adjudicator appointed under the Local Government Bylaw Notice Enforcement Act. The adjudicator cancelled one of the notices on the basis the appellants were taking steps to remedy the contravention. The regional district applied for judicial review and the reviewing judge set aside the adjudicator's decision. The appellants appeal, arguing that the judge erred by setting aside the decision absent a question of law or jurisdiction, in conducting reasonableness review, or alternatively, by not remitting the matter.

Held: Appeal dismissed. The reviewing judge correctly interpreted the adjudicator's decision as cancelling the bylaw notice despite finding a contravention. The adjudicator erred in law in holding: (1) that the appellants should not be held responsible for the contravention while engaged in efforts to remedy the contravention; and (2) that the zoning of the property was undetermined at the time of the contravention. Remitting the matter would have served no purpose.

Reasons for Judgment of the Honourable Justice Skolrood:

- [1] This is an appeal from the order of Justice Fitzpatrick dated July 10, 2023 setting aside in part a decision of an adjudicator (the "Adjudicator") appointed under s. 15 of the Local Government Bylaw Notice Enforcement Act, S.B.C. 2003, c. 60 [Bylaw Enforcement Act] dated December 6, 2021 and reinstating a penalty issued to the appellants by the respondent Peace River Regional District ("PRRD") for a bylaw infraction. Justice Fitzpatrick's reasons are indexed at 2023 BCSC 1172.
- [2] For the reasons that follow, I would dismiss the appeal.

Background

The bylaw notices

- [3] PRRD is a regional district under the Local Government Act, R.S.B.C. 2015, c. 1. In September 2015, the appellants purchased an 18-hectare property located in the PRRD (the "Property") with the intention of developing the site to include a cultural center, campground, community garden and gift store for First Nations crafts. When they purchased the Property, the appellants did not know that it was located within the Agricultural Land Reserve ("ALR") and thus subject to the Agricultural Land Commission Act, S.B.C. 2002, c. 36 [ALCA].
- [4] By the time they learned that the property was within the ALR, partial construction of the campground and various structures had begun. The appellants claimed to have ceased further development since then.
- [5] Beginning in late 2019, the appellants sought various permissions to use the Property as initially intended. For example, they applied to the Agricultural Land Commission (the "ALC") for permission to operate non-farm use facilities and the exclusion of a portion of the Property from the ALR to allow, among other things, the operation of a campground with 22 RV sites. Despite their efforts to avoid the consequences of the Property being in the ALR, they were unsuccessful -- their applications were denied by the ALC and the Property remained in the ALR and subject to the ALCA.

- [6] In addition to the ALCA, the Property is subject to the PRRD's Bylaw No. 2131, Building Bylaw (2014) and Bylaw No. 1343, Zoning Bylaw (2001). The PRRD enforces its bylaws under the regime established under the Bylaw Enforcement Act, and the Bylaw Notice Enforcement Regulation, B.C. Reg. 175/2004.
- [7] In late 2021, the PRRD issued two bylaw contravention notices to the appellants:
- a) Bylaw Notice 209 dated November 16, 2021 alleging a contravention of the Building Bylaw on the basis that certain buildings on the Property did not have building permits; and
 - b) Bylaw Notice 212 dated December 6, 2021 alleging a contravention of the Zoning Bylaw described in the Notice as "prohibited use of property". In its cover letter for Bylaw Notice 212, the PRRD alleged that the Property contained four dwellings, two more than permitted by the Zoning Bylaw, and a campground which was not a permitted use.

The adjudicator's decision

- [8] The appellants disputed both Notices in a hearing before the Adjudicator on January 20, 2022.
- [9] The proceeding took place pursuant to the provisions of the Bylaw Enforcement Act. Section 14 of that statute provides that a local government may establish a "bylaw notice dispute adjudication system" that provides for the hearing and determination of disputes in respect of whether "the contravention alleged in a bylaw notice occurred as alleged". If a local government establishes a bylaw dispute adjudication system, adjudicators are appointed by the deputy attorney general (s. 15).
- [10] The adjudication process is governed by ss. 16-21 of the Bylaw Enforcement Act. In her reasons, the judge provided a useful summary of key portions of s. 21 (at para. 27):
- (1) The standard of proof for resolving a dispute referred to in section 14 [local government dispute adjudication system] is proof on a balance of probabilities.
 - (2) If, after the hearing required under section 18 [adjudication procedures] in respect of a dispute referred to in section 14 (a) [local government dispute adjudication system], the adjudicator is satisfied that the contravention alleged in the bylaw notice occurred as alleged, the adjudicator must order that the penalty set out in the notice is immediately due and payable to the local government indicated on the bylaw notice by the person to whom it was issued or deemed issued.
 - (3) If, after the hearing required under section 18 in respect of a dispute referred to in section 14 (a), the adjudicator is satisfied that the contravention alleged in the bylaw notice did not occur as alleged, the adjudicator must cancel the bylaw notice.

[Emphasis in original.]

Also of note is s. 22(1):

The determination of an adjudicator under section 21 [adjudicator decision] is final and conclusive, and is not open:

- (a) to review in a court except on a question of law or lack of jurisdiction, or
- (b) to appeal to any body.

- [11] On January 20, 2022, the Adjudicator gave an oral decision upholding Bylaw Notice 209 in relation to the Building Bylaw infractions. In a document titled "Adjudication Hearing Judgment" issued the same date, the Adjudicator ticked a box indicating that the alleged violation "did take place" and she added the comment that: "Upon hearing the evidence, I am satisfied that the contravention alleged has occurred and I order the disputant to pay the penalty to the [PRRD]".
- [12] The Adjudicator came to a different decision with respect to Bylaw Notice 212. On the "Adjudication Hearing Judgment" form, the Adjudicator ticked the box indicating that the alleged violation "did not take place". In the comments section, the Adjudicator said: "Upon hearing the evidence, I am satisfied that on the balance of probabilities that the Disputants where [sic] actively attempting to rectify the situation in regards to this property. I therefore CANCEL the ticket."
- [13] This finding is consistent with comments made by the Adjudicator during the oral hearing, as found by the judge, that "the [appellants] were doing 'the best they can', that bureaucracy was blocking their progress and that provincial and political involvement was muddying the water" (at para. 39).
- [14] The Adjudicator subsequently issued a document summarizing the hearing concerning the two Bylaw Notices and setting out her reasons for the decision on each Notice (the "Decision Summary"). With respect to Bylaw Notice 212, the Adjudicator repeated her decision, as set out above at para. 13, and then stated:

That they have been making presentations and applications to numerous Government Departments to have the zoning changed once they became aware of it being in the ALR. These applications started in 2017 and they where [sic] for the purpose of accommodating a business venture which included a camp ground with amenities. That when the property was purchased by the Disputants, they had not been made aware of it being still in the ALR nor which Municipal Government boundary it was located within. With this fact, I find that the Zoning of the Property is still in question till all Government Ministries have made a determination.

- [15] The Adjudicator also provided her reasons for upholding Bylaw Notice 209, finding that appellants had breached the requirement for building permits for the structures located on the Property.

The decision on judicial review

- [16] PRRD sought judicial review of the Adjudicator's decision concerning Bylaw Notice 212. The hearing took place before the judge on April 27 and May 16, 2023, and the judge issued her reasons on July 10, 2023.
- [17] PRRD advanced two main arguments in support of its application:
- a) The Adjudicator exceeded her jurisdiction by cancelling Bylaw Notice 212 despite determining that the alleged contravention had occurred; and
 - b) Alternatively, the Adjudicator made an unreasonable decision to cancel Bylaw Notice 212.
- [18] The judge summarized the key facts and information in the record that had been before the Adjudicator (at para. 35):
- a) The Respondents referred to their substantial efforts since 2019 to resolve the issues, arising from the fact that the Property was within the ALR. They referred to their applications to the ALC to exclude a portion of the Property from the ALR to allow, among other things, the operation of a campground with 22 RV sites. They confirmed that their applications were denied by the ALC on July 16, 2020 and April 9, 2021, and their request for reconsideration of the decision was denied by the ALC on October 27, 2021;
 - b) In the 2020/2021 timeframe, the Respondents received multiple letters from the PRRD identifying the ongoing bylaw infractions (both the Building Bylaw and the Zoning Bylaw) and warning of enforcement action;
 - c) Various aerial photographs from 2016-2018 were in evidence, showing an increasing number of structures on the Property;
 - d) Ms. Price's undisputed evidence is that, at the hearing, the Respondents did not dispute that the Property contained four dwellings--two more than are allowed on the Property. Mr. Pringle confirmed that, in addition to the home that he and Ms. Shadow lived in, there was a three-bedroom mobile home called "The Nest" and "camp shacks" for employees of the "medic company". In their submissions, the Respondents confirmed having moved two mobile homes onto the Property for their business ventures;
 - e) The Respondents did not dispute that there are RV sites on the Property;
 - f) The existence of these structures (four dwellings and other structures) was evidenced by photographs of the Property taken by Ms. Price on January 5, 2022, just days before the hearing. These photographs also depicted what Ms. Price described as the campground facilities, showing electrical hook-ups and a sign at the entrance stating "Now Open";
 - g) The Respondents stated that they have not exhausted all options for rezoning and they are currently pursuing other avenues to avoid being subject to and penalized by the bylaws;

- h) On November 15, 2021, Ms. Shadow sent an email to various BC government employees (including the then Premier) seeking assistance in addressing their zoning issues. Specifically, Ms. Shadow stated that, in 2019, the Respondents had stopped the development of the Property when these issues were first raised. There was no evidence as to any substantive action by the BC government in response; and
 - i) There was no evidence that the Respondents were pursuing any "formal" avenues in the sense of obtaining dispensation from the Zoning Bylaw.
- [19] The judge noted that the interpretation of the Zoning Bylaw was not in dispute -- it clearly prohibited more than two dwellings on the Property and use of the Property as a campground. Further, the judge interpreted ss. 21(2) and (3) of the Bylaw Enforcement Act as limiting the Adjudicator's jurisdiction in a binary fashion: "if the Adjudicator is satisfied that the alleged contravention occurred, the Adjudicator 'must order' and uphold the imposition of the penalty; or, if the Adjudicator is satisfied that the contravention did not occur as alleged, the Adjudicator 'must cancel' the bylaw notice" (at para. 47, citations omitted).
- [20] According to the judge, the central issue before the Adjudicator was therefore whether the PRRD had established that the structures on the Property violated the Zoning Bylaw (at para. 49).
- [21] Upon reviewing the Adjudicator's reasons as a whole and in context, the judge concluded that Adjudicator did find the Property to be non-compliant with the Zoning Bylaw. The judge cited a number of factors in support of this conclusion, including the Adjudicator's statement that the appellants were attempting to "rectify the situation" and her "inexplicable" finding that the zoning of the Property was "still in question till all Government Ministries have made a determination" (at para. 53).
- [22] The judge found that the appellants' violation of the Zoning Bylaw constitutes an "absolute liability offence where proof of the proscribed act inexorably leads to guilt": (at para. 68). Accordingly, the Adjudicator had exceeded her authority under the Bylaw Enforcement Act by relying on other reasons -- such as sympathy for the Appellants and their continued efforts to rectify the situation -- to justify her cancellation of Bylaw Notice 212 (at para. 64). The judge observed that the appellants had not advanced a due diligence defence before the Arbitrator.
- [23] Regardless, the appellants, who had been aware of the zoning infractions since 2019, had ample time to comply with the Zoning Bylaw before enforcement steps were taken by the PRRD. Having exhausted all avenues of appealing the zoning of the Property by October 2021, the appellants could not reasonably rely on a due diligence defence by simply writing to BC government agencies in hopes of gaining assistance from political intervention (at paras. 71-72).

[24] Finally, the judge found no exceptional circumstances that would justify the cancellation of Bylaw Notice 212. The only option open to the Adjudicator upon finding the appellants to have violated the Zoning Bylaw was to uphold the imposition of the penalty (at para. 75).

Issues on Appeal

[25] The appellants submit that the judge erred in law or in principle, or both:

1. in setting aside the decision of the Adjudicator absent a question of law or jurisdiction;
2. in her application of the reasonableness standard of review; or, in the alternative,
3. in declining to remit the matter back to the Adjudicator for reconsideration.

[26] PRRD frames the issues slightly differently. It submits that the judge did not commit a palpable and overriding error in finding that the Adjudicator found that the appellants contravened the Zoning Bylaw; nor did the judge err in her application of the reasonableness standard of review to the Adjudicator's decision to cancel Bylaw Notice 212. PRRD also submits that the judge did not err in reinstating the penalty imposed under Bylaw Notice 212 rather than remitting the matter to the Adjudicator.

Standard of Review

[27] Both parties acknowledge the well-established principle that on an appeal from a judicial review, the appellate court steps into the shoes of the reviewing judge and focusses on the administrative decision in issue rather than on the decision of the reviewing judge. While the reviewing judge's reasons may be instructive, no deference is owed to the decision below: *Brar v. British Columbia (Securities Commission)*, 2023 BCCA 432 at para. 24, citing *R.N.L. Investments Ltd. v. British Columbia (Agricultural Land Commission)*, 2021 BCCA 67 at para. 56.

[28] A limited exception to the "no deference" rule arises where a reviewing judge is called upon to make original findings of fact as part of the judicial review application. In such circumstances, those findings of fact are reviewable on the deferential palpable and overriding standard of review: *Onni Wyndansea Holdings Ltd. v. Ucluelet (District)*, 2023 BCCA 342 at para. 58.

[29] Here, the reviewing judge applied a reasonableness standard of review in determining that the Adjudicator exceeded her jurisdiction. She did so in accordance with the decision of the Supreme Court of Canada in *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65 at paras. 67-68 where the Court held that the decision of an administrative tribunal determining the scope of its jurisdiction under its enabling statute is reviewable on a standard of reasonableness, rather than correctness.

Discussion

- [30] Central to the appellants' position is their contention that the Adjudicator made a finding that the alleged contravention set out in Bylaw Notice 212 did not occur, as evidenced by the fact that the Adjudicator ticked the "did not take place" box on the Adjudication Judgment Hearing form. The appellants submit that this finding and the Adjudicator's resulting decision to cancel the Bylaw Notice do not give rise to questions of law or jurisdiction and, as such, judicial review was precluded by to s. 22(1)(a) of the Bylaw Enforcement Act.
- [31] PRRD counters this by arguing that the reviewing judge's finding that the Adjudicator found a contravention of the Zoning Bylaw but cancelled the Bylaw Notice for other reasons is a finding of fact that is reviewable only on the palpable and overriding error standard, which has not been met. On the basis of that finding, PRRD says the judge properly found that the Adjudicator had exceeded her jurisdiction in cancelling the bylaw Notice.
- [32] Respectfully, I am unable to agree with either of these assertions. While it is clear that the Adjudicator ticked the "did not take place" box on the relevant form, given the evidence before her, including those facts summarized by the judge (see para. 19 above) and considering her written reasons as set out in the Decision Summary, it is apparent that the Adjudicator did not find as a fact that the alleged contravention did not occur. Rather, she cancelled the Bylaw Notice for other reasons.
- [33] With respect to the judge's conclusion that the Adjudicator did find that the contravention had occurred, this conclusion is not a finding of fact. Rather, it reflects the judge's interpretation of the Adjudicator's decision itself. Given that this interpretation was of the decision under review, and therefore supplied the basis for the reviewing judge's intervention, it is subject to review on a correctness standard. That said, although the judge's finding in this regard is due no deference, I agree with her analysis.
- [34] The Arbitrator's reasons are relatively sparse and, as noted by the judge, are somewhat difficult to understand. However, when read in their entirety and in conjunction with the Adjudicator's comments on the Adjudication Judgment Form, it is my view that her decision to cancel Bylaw Notice 212 was based on two fundamental errors of law.
- [35] First, it is apparent that the Adjudicator was of the view that the appellants should not be penalized for a contravention of the Zoning Bylaw while they were engaged in efforts to rectify the contravention by obtaining changes to the applicable zoning. I note that the appellants challenge the admissibility of certain evidence before the judge that was not in the record before the Adjudicator. On this basis, they say she relied in coming to her conclusion on this point. It is not necessary to decide this issue because the Adjudicator's analysis and findings are clear in the documents that made up her decision. Specifically:

- a) The Adjudicator's comment on the Adjudication Hearing Judgment Form where she again stated: "I am satisfied that on a balance of probabilities the Disputants [were] actively attempting to rectify the situation in regards to this property. I thereby CANCEL the ticket". This indicates that the Adjudicator cancelled the ticket because of the rectification efforts, not because there was no contravention; and
 - b) In the "Evidence at Hearing" section of the the Decision Summary, the Adjudicator referred to the appellants' evidence "that they are pursuing other avenues to have the zoning changed so that they are in compliance ". This appears to be an acknowledgement that at the time of the hearing before the Adjudicator, the appellants were not in compliance.
- [36] Attempting to change the zoning laws applicable to a particular property does not affect the validity or force of the zoning laws currently in place, nor does it amount to a defence to a contravention.
- [37] The appellants submit that in referring to their attempts to rectify the zoning situation, the Adjudicator effectively accepted a due diligence defence. However, as the appellants acknowledged before the judge (see para. 69), they did not advance a due diligence defence before the Adjudicator.
- [38] The judge held that by virtue of s. 21 of the Bylaw Enforcement Act, contravention of the Zoning Bylaw is an absolute liability offence, to which the due diligence defence does not apply (at paras. 67-68). Specifically, s. 21 directs that if an adjudicator is satisfied that a contravention has occurred, then the adjudicator must order that the penalty imposed is due and payable.
- [39] In my view, the judge correctly interpreted s. 21 as establishing an absolute liability offence, to which the due diligence defence is not available. It is also clear that the Adjudicator neither considered nor applied that defence. Further, even if applicable, the elements of the defence were not established before the Adjudicator. In particular, the evidence did not show that the appellants were making reasonable efforts to comply with the zoning requirements. Rather, they had in the past attempted to have the zoning changed after realizing they were not in compliance. Such efforts do not constitute due diligence within the meaning of the defence, which requires a reasonable belief in a mistaken set of facts that could render the breach innocent, or alternatively, proof that all reasonable steps to avoid the contravention from occurring had been taken: see *R. v. Klem*, 2014 BCCA 272 at para. 29.
- [40] The second and related error of law is found in the Arbitrator's statement in her reasons that "the Zoning of the Property is still in question till all Government Ministries have made a determination". Respectfully, this statement is incorrect. Again, attempts by a property owner to obtain changes to applicable zoning laws do not call into question the validity of the laws then in place. I agree with the judge's treatment of this point (at para. 53(d)):

Also in the Written Reasons, the Adjudicator inexplicably found that the zoning of the Property was "still in question till all Government Ministries have made a determination." On the evidence before the Adjudicator, the interpretation of the Zoning Bylaw was not in issue, and its application to the Property was well established. However, the evidence at the hearing was that all formal avenues to change the zoning and allow the structures had been exhausted. Further, the Adjudicator's reference to the Respondents continuing to pursue informal avenues did not mean that the zoning infractions in relation to the Property, as alleged by the PRRD, had not occurred

- [41] On the basis of these errors of law, the decision of the Adjudicator to cancel Bylaw Notice 212 cannot stand. As noted above, the judge found that the Adjudicator exceeded her jurisdiction by cancelling the Bylaw Notice despite finding a contravention of the Zoning Bylaw. While my finding that the Adjudicator erred in law is sufficient to dispose of the appeal, I would add that I also agree with the judge's jurisdictional analysis.
- [42] Before turning to the appellants' submissions on remedy, I will address one additional argument raised by the appellants in support of maintaining the Adjudicator's decision. They submit that there was no evidence of "use" of the structures on the Property, which was required in order to establish a contravention in the form of a "prohibited use". The appellants argue that it is implicit in the Adjudicator's decision to cancel Bylaw Notice 212 that she did not find that the Property and structures in issue were being "used" in contravention of the Zoning Bylaw.
- [43] I do not agree that such an interpretation can be discerned from the Adjudicator's decision. Again, as discussed above, the Adjudicator's summary of the evidence given at the hearing and her reasons, as set out in the Decision Summary, reflect an acknowledged prohibited use and attempts to "rectify" the zoning situation. Indeed, there is no indication in the record that the appellants made the argument before the Adjudicator that the Property was not being "used" in breach of the Zoning Bylaw.
- [44] The appellants did advance that argument before the judge, but she rejected it:
- [55] The Respondents argue that they were not "using" the campground and, as such, they were not in breach of the Zoning Bylaw. With respect, I do not accept that the simple non-use of a structure located on the Property that is a violation of the Zoning Bylaw means that the structures are still allowed. They are not. The Zoning Bylaw, properly interpreted, is that these further structures are not allowed to be "used" in the sense of them being located on the Property. Section 6 of the Zoning Bylaw speaks of "use [of] any land " and does not speak to the actual use of structures or "Dwellings" that are, or are not, allowed.
- [56] Black's Law Dictionary, 6th ed. (1991) defines "use" as the ability to avail oneself of, or to hold or in some way benefit from something. Similarly, the Oxford English Dictionary, 11th ed. (2008) defines "use" as the ability or power to exercise or manipulate something. Accordingly, even if there were no persons camping on the grounds, this does not necessarily lead to the conclusion that the campground was not being "used". The

Respondents exercised control over, and had the ability to benefit from, the campground. Its existence on the Property is sufficient to find a breach of the Zoning Bylaw.

- [57] Further, the fact that there were more than two dwellings on the Property was well acknowledged by the Respondents in the evidence and in their submissions, when Mr. Pringle said that the camp shacks were being used as employee housing. This stood as an independent breach of the Zoning Bylaw beyond any issues relating to the campground.

I agree with the judge's analysis and therefore would not accede to this argument.

- [45] This brings me to the appellants' submission that the judge should have remitted the matter to the Adjudicator rather than uphold the Bylaw Notice and order payment of the penalty.

- [46] In *Vavilov*, the Supreme Court of Canada held that where a reviewing court sets aside an administrative decision based on a reasonableness review, it will most often be appropriate to remit the matter back to the administrative decision-maker for reconsideration with the benefit of the court's reasoning (at para. 141). The Supreme Court, recognized however, that there are exceptions to this general principle:

- [142] However, while courts should, as a general rule, respect the legislature's intention to entrust the matter to the administrative decision maker, there are limited scenarios in which remitting the matter would stymie the timely and effective resolution of matters in a manner that no legislature could have intended. An intention that the administrative decision maker decide the matter at first instance cannot give rise to an endless merry-go-round of judicial reviews and subsequent reconsiderations. Declining to remit a matter to the decision maker may be appropriate where it becomes evident to the court, in the course of its review, that a particular outcome is inevitable and that remitting the case would therefore serve no useful purpose. Elements like concern for delay, fairness to the parties, urgency of providing a resolution to the dispute, the nature of the particular regulatory regime, whether the administrative decision maker had a genuine opportunity to weigh in on the issue in question, costs to the parties, and the efficient use of public resources may also influence the exercise of a court's discretion to remit a matter, just as they may influence the exercise of its discretion to quash a decision that is flawed.

[Citations omitted.]

- [47] In my view, this is a case in which it was appropriate for the judge to reinstate Bylaw Notice 212 and order that the penalty imposed was immediately due and payable, rather than remit the matter to the Adjudicator.

[48] The dispute adjudication process established under the Bylaw Enforcement Act is intended to provide for the timely and efficient resolution of bylaw infraction matters, an objective that would be stymied if the matter were remitted. Further, on the evidence before the Adjudicator and on a proper interpretation of s. 21 of the Bylaw Enforcement Act, the outcome arrived at by the judge was inevitable. Remitting the matter would serve no useful purpose.

[49] For these reasons, the judge did not in my view err in declining to do so.

Conclusion

[50] I would dismiss the appeal.

"The Honourable Justice Skolrood"

I AGREE:

"The Honourable Madam Justice Newbury"

I AGREE:

"The Honourable Mr. Justice Abrioux"

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