IN THE MATTER OF A COMPLAINT filed with the Town of Okotoks Local Assessment Review Board (LARB) pursuant to the *Municipal Government Act (MGA)*, Revised Statutes of Alberta 2000, Chapter M-26, Section 460.

BETWEEN:

Crystal Bedier - Complainant

- and -

The Town of Okotoks - Respondent

BEFORE:

Andrew Roy, Presiding Officer
Laura Dunbar-Proctor, Member
Sheri Kurtz, Member

This is a complaint to the Town of Okotoks Local Assessment Review Board (LARB) in respect of a property assessment prepared by the Assessor of the Town of Okotoks and entered in the 2025 Assessment Roll as follows:

Roll Number	Address	Assessment
0061010	**9 Crystal Shores Point**	**$1,602,000**

This complaint was heard on the 13th day of May 2026 at the Town of Okotoks Municipal Centre Council Chamber at 5 Elizabeth Street, Okotoks, Alberta.

Appearing on behalf of the Complainant:

- Crystal Bedier

Appearing on behalf of the Respondent:

- Nathan Hanberry, Assessor

Attending for the Assessment Review Board (ARB):

- Krista Conrad, Clerk

Preliminary Matters

[1] The Board raised the issue of lower-level square footage discrepancy between the Respondent and the Complainant evidence. Both parties agreed to the size indicated in the Complainant's submission.

[2] The Respondent stated a new assessment value is recommended, at $1,580,000 rather than $1,602,000 due to plumbing issues being taken into account.

Property Description and Background

[3] The subject property is located at 9 Crystal Shores Point in Okotoks, Alberta. The year of construction is 2003. It is currently assessed by The Town of Okotoks at $1,602,000. The requested value on the assessment complaint form is $1,250,546.89.

Issues

[4] The issue before the Board is whether the assessed value of $1,602,000 reflects market value, namely the amount the subject property might reasonably be expected to realize if sold by a willing seller to a willing buyer on the open market at the legislated valuation date of July 1, 2025, having regard for the characteristics and physical condition of the property at the condition date of December 31, 2025: *MGA*, s. 1(1)(n) and s. 289(2); *Matters Relating to Assessment and Taxation Regulation*, Alta. Reg. 203/2017, ss. 5 and 6.

Board's Findings in Respect of Each Matter or Issue

[5] The Board adjusts the assessment to $1,473,000.

Summary of Positions

Complainant:

[6] The Complainant submitted that the 2026 assessment of $1,602,000 materially exceeds the market value of the subject as of the valuation date. The Complainant's position rests on four lines of evidence: location, condition, cost to cure (corroborative), and market opinion (corroborative).

[7] The subject is on a cul-de-sac and is the first lake-access lot on Crystal Shores Drive. It has one of the smallest lake openings among the lake-backing homes in the community, three

rear neighbours rather than the open lake frontage typical of comparable homes, and a north-facing rear yard.

[8] The Complainant gave evidence of the following physical condition deficiencies. The rear of the home has suffered severe water and structural damage: the masonry has failed and material has fallen off the house; the stucco has been extensively damaged; the patio heaved and was destroyed and has now been fully removed; the deck and supporting posts are damaged; and the grading is improperly directed toward the home, causing ongoing water intrusion. The yard is graded toward the house, and drainage is so inadequate that buckets are currently used to divert water. The roof leaks in multiple locations, has been only temporarily mitigated, and requires full replacement. Inside, the master bathroom leaks into the laundry room below: the master bathtub is unusable; repairs require removal of the tile surround; the original tile is no longer available, so a full bathroom retile is required; and the laundry room ceiling requires removal and replacement. There is a separate kitchen leak into the basement; the leak has been fixed but the ceiling still requires repair. The entire home remains original from build, including HVAC systems, roof, windows, doors, and finishes. Two air conditioners are non-functional, one furnace requires replacement, and the boiler is non-functional and requires replacement. The main-floor hardwood and the upstairs carpet are irreparably damaged. The door and window seals are poor, and several doors and windows no longer function properly.

[9] The Complainant’s brief describes an estimate from general contractor Nick Ruigrok (Rustic Creek Homes) of approximately $200,000 to remediate the documented damage, excluding any cosmetic renovation or modernization.

[10] The Complainant’s brief also describes a market opinion from Julie Parry (RE/MAX First) advising a realistic list price of approximately $1.3M with an expected sale closer to $1.2M; an as-repaired value of approximately $1.45M; and a view that the property would not approach $1.6M in any condition.

[11] The Complainant tendered sales evidence in her Brief. She relies principally on 6 Crystal Shores Landing ($1,418,000, May 21, 2025) and 8 Crystal Shores Bay ($1,460,000, March 19, 2025) as the comparables most physically and locationally similar to the subject, in particular because they are original homes that have not been heavily renovated. Her position is that two other lake-home sales, identified on her sales spreadsheet as 184 Crystal Shores Drive and 192 Crystal Shores Drive, sold at materially higher prices (one at approximately $1.9M and the other at approximately $1,612,000) and are outliers that have skewed mass-appraisal assessments across the lake-backing market generally and should not influence the assessment of the subject. Neither of those two sales closed on or before the July 1, 2025 valuation date, and neither was included in the Respondent’s comparable table.

[12] The Complainant's requested assessed value is $1,250,546.89.

Respondent:

[13] The Respondent relies on a sales-comparison mass-appraisal analysis of seven lake-backing properties. The Respondent reports a median assessment-sales ratio of 0.99 and a median time-adjusted sale price of $606 per square foot ($521–$653 per sq. ft.), against the subject's assessed value of $590 per sq. ft. The Respondent submits that the assessment falls within the statistical quality standard set out in *MRAT* s. 14 (median assessment ratio between 95% and 105%) and is therefore a reasonable estimate of market value.

[14] The Respondent acknowledged that there was no Town inspection of the subject and that the only condition adjustment Assessment Services would entertain was the plumbing adjustment described in paragraph 2 above; the structural, water-damage, mechanical (HVAC and boiler) and roof issues were not factored into the assessment.

[15] The Respondent, in its brief at p. 31, noted that "Assessment Services is not that site-specific when developing an assessment by taking into account every single instance of minor functional obsolescence and accommodating every individual's personal preference when it comes to developing assessments."

[16] The Respondent's position, as adjusted at the hearing, is that the assessment should be set at $1,580,000.

<u>Findings and Reasons</u>

Legislative framework and approach

[17] Assessments must be prepared using mass appraisal, must be an estimate of the value of the fee simple estate, and must reflect typical market conditions for properties similar to the subject: *MRAT* s. 5. Each assessment must reflect the characteristics and physical condition of the property at December 31 of the year prior to the year of taxation: *MGA* s. 289(2). On a complaint, the Board's authority to change the assessment roll is found in *MGA* s. 467(1). That authority is constrained by s. 467(3), which directs the Board not to alter an assessment that is fair and equitable, taking into account the valuation and other standards set out in the regulations, the procedures set out in the regulations, and the assessment of similar properties or businesses in the same municipality.

[18] The onus on a property assessment complaint is anchored statutorily in s. 460(9) of the *Municipal Government Act*, which requires the Complainant to indicate (i) what information shown on the assessment notice is incorrect, (ii) in what respect that information is incorrect, (iii) what the correct information is, and (iv) the requested assessed value: *GSL Chevrolet Cadillac Ltd v Calgary (City)*, 2013 ABQB 318 at paras 32 and 35 (*GSL Chevrolet*). The practical operation of that statutory burden has been articulated by the Alberta Court of King's Bench in *Beta Management Inc v Edmonton (City)*, 2017 ABQB 571 at paras 139–141 (*Beta Management*), as carrying three distinct components: (a) the Complainant bears an evidential burden to provide some evidence supporting her contention that the assessment is incorrect, sufficient to set out a "case to meet"; (b) if the Complainant discharges that evidential burden, the Respondent municipality takes up an evidential or "tactical" burden of putting forward evidence supporting the assessment, on pain of having the assessment altered if it does not respond; and (c) the ultimate or persuasive burden remains with the Complainant on the balance of probabilities. The Complainant is not required to establish her entire case before the Respondent must engage; once the Complainant provides some accepted evidence demonstrating the assessment is incorrect, the Respondent must respond: *Ross v Edmonton (City)*, 2016 ABQB 730 (*Ross*). The same framework has been articulated in different terms as a doubt-raising threshold: *Costco Wholesale Canada Ltd v City of Medicine Hat*, 2022 ABQB 129 at paras 32 and 66 (*Costco (Medicine Hat)*); *Costco Wholesale Corporation v Calgary (City)*, 2022 ABKB 615 at para 44 (*Costco (Calgary)*).

[19] The Board is also guided by *Baron Real Estate Investments Ltd v Edmonton (City)*, 2021 ABCA 64 at para 44 (*Baron*), which frames the panel's task as providing intelligible, transparent reasons capable of justifying the conclusion that a willing seller and a willing buyer would agree on the assessed price for the property as it stood on the relevant condition date.

Whether the Complainant has raised a doubt

[20] The Complainant tendered evidence of location characteristics and physical condition deficiencies, summarized at paragraphs 7 and 8 above. The Respondent did not put any contrary site evidence before the Board. The Board treats the contractor estimate and the Realtor opinion as corroborative only: the contractor estimate was not itemized despite prior panel direction in 2025, and the Realtor did not testify and has an admitted interest in any future listing. The Complainant did not tender a professional appraisal, an itemized scope of repair, or other valuation evidence reducing the location and condition concerns to a quantified adjustment the Board could apply. Under the framework articulated in *Beta Management* at paras 139–141, however, the threshold at this stage is not whether the Complainant has proven what the correct assessment should be; it is whether the Complainant has discharged the evidential burden of providing some evidence supporting her contention that the assessment is incorrect: *Ross*. The

Complainant's evidence of location and condition, taken with the comparable-sales record addressed below, is sufficient to discharge that evidential burden. The Respondent now bears the tactical burden to respond.

The Respondent has not met its onus

[21] The Respondent's sales-comparison analysis selects seven lake-backing properties of broadly similar vintage (2002–2005), structure type (two-storey with basement and attached garage), and lake access. The Board accepts that, taken as a stratification, the analysis falls within the median assessment-ratio range required by *MRAT* s. 14. A statistical model cannot, however, be used to defend an individual assessment that is under complaint: *1544560 Alberta Ltd v Edmonton (City)*, 2015 ABQB 520 (*1544560 Alberta Ltd*); *Costco (Medicine Hat)* at para 65. Nor may the Board simply defer to the municipality's mass-appraisal methodology where that methodology is one of the main points in dispute: *Costco (Medicine Hat)* at para 72. The Board must engage with the contrary market evidence specific to this property rather than defer to the mass-appraisal output, and on that engagement the Board is not persuaded that the Respondent has discharged its tactical burden to establish that the assessment is correct and equitable.

[22] The Respondent's own per-square-foot table records the subject's 2022 sale at $457 per square foot on a time-adjusted basis, against a comparable-group median of $606 per square foot (range $521–$653 per square foot). The subject's time-adjusted sale was therefore approximately 25% below the comparable median on a per-square-foot basis. The Respondent did not explain why the physical and locational characteristics that produced that result no longer bear on value. The mass-appraisal output assesses the subject at $590 per square foot, essentially the median of the Respondent's own comparable group, and does not, on the evidence before the Board, account for that gap. The Court of King's Bench has held that a failure to grapple with the central evidentiary issue in dispute, or with statutorily mandated considerations, makes a Board's decision unreasonable: *Costco (Medicine Hat)* at paras 60, 68 and 73. The Board is mindful that the same failure-to-grapple principle applies in the inverse: where the Respondent does not grapple with material contrary evidence, the Board cannot accept the Respondent's methodology as a complete answer.

[23] The Board has noted at paragraph 14 above the absence of a Town inspection and a professional appraisal. While the Board's market analysis does not turn on those omissions, they are relevant to the weight the Board can place on a mass-appraisal output that has not been tested against site-specific evidence in circumstances where the Respondent's own time-adjusted data places the subject well below the comparable median.

[24] The Board records the Respondent's oral concession of $22,000 ($1,602,000 to

$1,580,000) to reflect the plumbing issues described at paragraph 2 above. That concession represents the Respondent's own voluntary movement on the assessment. It does not engage with the per-square-foot gap identified above, and it does not, on its own, demonstrate that $1,580,000 reflects what a willing buyer and willing seller would have agreed at July 1, 2025 for the subject.

What the willing buyer and willing seller would agree to

[25] The Board returns to the willing-buyer/willing-seller question framed in *Baron* at para 44. The Board's analysis is a market analysis based on comparable sales. The Board does not deduct anything for location or for condition. The Complainant's evidence on location and condition was relevant only to discharging her evidential burden as addressed at paragraph 20 above. It is not relied on as an input to the Board's value, which is derived from the comparable sales discussed at paragraph 27 below.

[26] The Board pauses to explain why the location and condition evidence was not given greater weight at the valuation stage. The Complainant did not tender a professional appraisal. The general-contractor estimate of $200,000 was not itemized, despite a direction from the prior LARB panel in 2025 that itemized quotes be provided. Without a scope of work tied to unit pricing, the Board cannot test the estimate against the comparable record or apply it to the subject in a defensible way. The Realtor opinion was not given under oath, was based on a visual inspection only, and on the Complainant's own evidence the Realtor stands to obtain the listing if the property is sold. The Complainant also did not put forward a depreciation analysis or any other methodology that would translate the qualitative location and condition characteristics into a quantified adjustment to market value. The evidence was therefore sufficient to discharge the evidential burden at the threshold stage under *Beta Management* at paras 139–141, but not sufficient to support a per-item deduction at the valuation stage.

[27] The Board first applies a three-sale per-square-foot comparable analysis. Drawing from both parties' disclosure, the Board selects the three sales most physically comparable to the subject: 8 Crystal Shores Bay (identified by both parties), 6 Crystal Shores Landing (identified by the Complainant in the MLS listing in her Brief), and 210 Crystal Shores Drive (identified by the Respondent in his Brief). The raw sale-price-per-square-foot values are: 8 Crystal Shores Bay at $606 per sq. ft., 6 Crystal Shores Landing at $547 per sq. ft., and 210 Crystal Shores Drive at $500 per sq. ft. The arithmetic mean is approximately $551 per sq. ft. Applied to the subject's above-grade area of 2,714 square feet, that produces an indicated value of approximately $1,495,000 ($551 × 2,714 = $1,495,414, rounded). The Board uses raw rather than time-adjusted sale-price figures, for two reasons: two of the three sales (8 Crystal Shores Bay in March 2025 and 6 Crystal Shores Landing in May 2025) sold within approximately two months of the July 1, 2025 valuation date, so no meaningful time-adjustment applies to them; and the Complainant's MLS evidence

for 6 Crystal Shores Landing does not include a time-adjusted figure, so using raw figures across all three keeps the methodology internally consistent. For completeness, applying time-adjusted figures throughout (using the Respondent's $521/SF for 210 Crystal Shores Drive in place of the raw $500 per sq. ft.) would yield an average of $558 per sq. ft. and an indicated value of approximately $1,514,000, which would produce a final value of $1,492,000 after the Respondent's concession at paragraph 28 below. The raw-figure approach the Board has adopted is therefore conservative against the Complainant. The Board adopts the $1,495,000 indicated value because (i) all three sales lie within the same lake-community submarket, (ii) two of the three (8 Crystal Shores Bay and 210 Crystal Shores Drive) are in the Respondent's own comparable group, and (iii) the per-square-foot method is the Respondent's own methodology, applied to a tighter and more physically comparable group.

[28] The Board then gives effect to the Respondent's voluntary concession. The Respondent has offered a reduction of $22,000 to reflect plumbing. That is not the Board's deduction for condition; the Board's analysis remains a pure comparable-sales analysis. The Board simply gives effect to the figure the Respondent itself has offered. The arithmetic is $1,495,000 − $22,000 = $1,473,000. The Board adopts $1,473,000 as the assessed value.

[29] The Board's value is corroborated by, but not dependent on, three independent points: (a) the Realtor's as-repaired estimate of approximately $1.45M; (b) the general-contractor's evidence of a substantial cost to cure relative to the assessment under complaint; and (c) the subject's 2022 purchase price of $1,020,000, which on the Respondent's own time-adjustment table equates to $1,239,500, well below the assessment under complaint and below the value the Board has now adopted. Each of these points is independent of the others and points in the same direction.

[30] The Board is mindful of *Baron* at paras 50–52, which cautions that a willing buyer will not necessarily deduct the full cost-to-cure in every case where a property retains use that a buyer would value. The Board has not made any cost-to-cure deduction. The Board's value is comparable-derived and reduced only by the Respondent's own concession.

[31] The Board notes that, pursuant to s. 285 of the *MGA*, previous years' assessments do not affect the current year's assessment and are not evidence of value, as assessments are prepared annually. Prior LARB decisions are likewise not binding on this panel: *Costco (Medicine Hat)* at para 34; see also Okotoks LARB Order #0238/02/2025-L (*Bedier v Town of Okotoks*) at para 17. An Assessment Review Board should, however, strive to apply general principles and legislative provisions consistently. The 2024 and the 2025 decisions are referenced here only insofar as they confirm that the documented location and condition characteristics have been recognized previously, that no remediation has occurred in the interim, that no itemized cost-to-cure has been provided, and that the Town has continued to apply mass appraisal without site-specific

adjustment. This panel reaches its own conclusion on the assessment under complaint based on the evidence before it.

[32] The Complainant's requested value of $1,250,546.89 is below the value the Board has reached on the evidence. The Complainant is not required to establish the exact figure the Board should adopt; the Board reaches its own conclusion based on all the evidence properly before it: *Beta Management* at para 141; *Costco (Medicine Hat)* at para 64. The Board is satisfied on the comparable-sales evidence that $1,473,000 reflects what a willing buyer and willing seller would have agreed at July 1, 2025 for the subject in its December 31, 2025 condition.

Board's Decision

[33] The Board adjusts the assessment of 9 Crystal Shores Point (Roll No. 0061010) from $1,602,000 to $1,473,000. The Complainant's filing fee is to be refunded pursuant to *MGA* s. 481(1).

It is so ordered.

Dated at the Town of Okotoks in the Province of Alberta this 10th day of June 2026.

[redacted]

Andrew Roy
Presiding Officer

APPENDIX "A"
DOCUMENTS PRESENTED AT THE HEARING
AND CONSIDERED BY THE BOARD:

NO.	ITEM
C-1	Complainant's Disclosure Email (2 pages)
C-2	Complainant's Disclosure Attachment 1 of 1 (59 pages)
R-1	Respondent's Disclosure Email (1 page)
R-2	Respondent's Disclosure Attachment 1 of 1 (31 pages)

An application for Judicial Review may be made to the Court of King's Bench with respect to a decision of an assessment review board.

An application for Judicial Review must be filed with the Court of King's Bench and served not more than 60 days after the date of the decision, and notice of the application must be given to

(a) *the assessment review board*

(b) *the Complainant, other than an applicant for the judicial review*

(c) *an assessed person who is directly affected by the decision, other than the Complainant,*

(d) *the municipality, and*

(e) *the Minister.*