CONDOMINIUM AUTHORITY TRIBUNAL

DATE: July 3, 2020
CASE: 2019-00317R
Citation: Emerald PG Holdings Ltd. v Toronto Standard Condominium Corporation No.2519, 2020 ONCAT 24

Order under section 1.44 of the *Condominium Act, 1998.*

Adjudicator: Patricia McQuaid, Member

The Applicant Cameron Thomson, Agent
Emerald PG Holdings Ltd.

The Respondent David Barkin, Agent
Toronto Standard Condominium Corporation No. 2519

Hearing: February 24 – June 4, 2020, Written online hearing

REASONS FOR DECISION

OVERVIEW

[1] As noted in a recent Tribunal decision[1], as is usual for cases that come before the Tribunal, this is a case in which the Request for Records is just one aspect, or even a symptom, of other contentious issues between the parties. Emerald PG Holdings (the "Applicant") is the owner of two commercial units in Toronto Standard Condominium Corporation No. 2519 ("TSCC No. 2519" or the "Respondent"). The Applicant submitted three records requests, each on the prescribed form, on September 11, September 25 and October 9, 2019. TSCC No.2519 never responded to the three requests on the prescribed form or within the timelines set out in Ontario Regulation 48/01 (the "Regulation") made under the *Condominium Act, 1998* (the "Act"). But for one record requested, the record of owners and mortgagees, none of the requested records have been provided.

[2] Before setting out the issues in dispute, some context relating to the parties is worth noting. The parties are sophisticated and articulate. The Applicant, through its agent, provided extensive and detailed evidence and submissions. The

[1] Gendreau v. Toronto Standard Condominium Corporation No. 1438 2020 ONCAT 18 (CanLII)

Applicant owns two units, but the units are leased to Utility Advocates Inc. One of the Applicant's witnesses, Fatih Eroltu, is a director and officer of both the Applicant and Utility Advocates Inc. Mr. Thomson, the Applicant's agent, described himself as a consultant who works for the Applicant's principals. He also works for Utility Advocates Inc.

[3] This is the parties' second proceeding before the Tribunal. Mr. Thomson also represented the Applicant as agent in the first case. The Respondent did not participate in that case but did in this case[2]. David Barkin is the Respondent's agent in this case; he is a senior vice president with Canlight Management Inc. ("Canlight"), the Applicant's condominium management provider since May 2019.

[4] It was apparent from the Applicant's submissions that Canlight does not meet the Applicant's exacting standards in terms of diligence and attention to detail, and Mr. Thomson feels that in particular, Dianne Ferraro, the condominium manager, failed to listen well to his comments and direction. While the Respondent's witnesses testified to feeling harassed by the Applicant's representatives and inundated by their emails and records requests (there were eight different requests between April 2018 and April 2020, including the three in this hearing), there is no suggestion, nor do I make any finding, that these were indicative of anything other than the Applicant's various attempts to pursue its entitlement to records as per the Act.

[5] As stated above, the Applicant was detailed in evidence and submissions, all of which I have reviewed; however, I will not recite all the evidence or refer to every argument made by either party. My role as decision maker is to decant and simplify. My analysis will focus on the evidence relevant to the issues to be decided in this case.

[6] Three record requests were before the Tribunal.

[7] The first request is dated September 11, 2019. This request is for non-core records, in electronic format: a settlement decision between the Respondent and Emerald Park Galleria Inc. regarding the return of the first-year deficit amount, and the "consent/agreement between TSCC 2519/TSCC 2501/Metro Ontario (parties to an easement and cost sharing agreement) and Emerald Parking and/or UPARK." The Respondent denied entitlement to the settlement document because it

[2] Emerald PG Holdings Ltd. V. Metro Toronto Condominium Corporation No. 2519 2019 ONCAT 5 (CanLII)

contains a confidentiality clause which it asserts prevents its disclosure. Regarding the second document, it asserts that no such document exists.

[8] The second request is dated September 25, 2019, also for non-core records in electronic format: a list of 11 ledger entries showing amounts for fire alarm chargebacks. The Respondent asserts that these ledger entries would disclose specific units and owners and therefore fall within the exemptions under s. 55(4) of the Act.

[9] The third request dated October 9, 2019 was for the record of owners and mortgagees (provided prior to this case) and a non-core record, also in electronic format: all pages of the general ledger between May 6, 2016 and October 9, 2019. At the beginning of this hearing, the Respondent indicated that it was prepared to provide the general ledger requested. The parties provided submissions regarding the fee for production.

[10] In addition to seeking the requested records, the Applicant has, in this hearing, asked for costs pursuant to s.1.44(1)4 in the amount of $2000 and a penalty of $3000 against the Respondent, pursuant to s. 1.44(1)6 of the Act. The Respondent is seeking legal fees pursuant to Rule 46.1 of the Tribunal's Rules of Practice.

RESULT

[11] For the reasons set out below, I find that the Applicant is entitled to the settlement decision and the general ledger entries, including the 11 entries requested in the September 25, 2019 records request.

[12] I also find, as set out below, that the Applicant will be required to pay a maximum fee of $2112 for the preparation and photocopying of the general ledger entries.

[13] Further, I also find, for the reasons set out below, that the Applicant is entitled to a penalty of $1000 and costs of $200 payable by the Respondent.

ANALYSIS

ISSUE 1: Entitlement to the settlement decision (or agreement) between the Respondent and Emerald Park Galleria Inc. related to the return of the "first-year deficit" amount.

[14] The Respondent pursued recovery of the first-year deficit amount of $321,969 from the declarant (the developer) under section 75 of the Act. Section 75 states that the declarant is accountable to the corporation for the budget statement that covers the one-year period immediately following registration of the declaration and description. In effect, the declarant is responsible and may be required to reimburse the corporation for a deficit in the first year. A dispute under s. 75 must proceed to mediation and then to arbitration. At some point in the s. 75 proceeding, a settlement in the amount of $180,000 was made.

[15] When it finally responded by email on December 6, 2019 to the Applicant's request for a copy of the settlement agreement, the Respondent, through Dianne Ferraro, the on-site representative of Canlight, disclosed that the Respondent had received $180,000 from the developer, but that the terms of the agreement were privileged, and was subject to a confidentiality clause. The evidence before me is that the Respondent was following legal advice not to disclose the document.

[16] The Tribunal has, in a previous decision[3], ordered that a copy of a settlement agreement be provided to a unit owner. In that case, the Tribunal considered the several factors in reaching its decision: the action was commenced under s.23 of the Act which gives the corporation authority to commence an action on behalf of the owners; the unit owners funded the litigation through a special assessment; and the legal counsel communicated with and reported to the unit owners regarding the litigation. This case was cited by the Applicant as supporting its entitlement to this settlement document, though it did concede that the facts in this case are somewhat different, and that distinction was made by the Respondent in closing submissions.

[17] The Applicant states that as a unit owner it is entitled to know why the Respondent settled for a lower amount. Whether or not the settlement document will provide the Applicant with the information it seeks is not a certainty, but the issue here is entitlement to the record. Section 55(1)8 of the Act states that one of the records that a corporation shall keep is an 'agreement entered into by or on behalf of the corporation'. It is instructive to look at the purpose of s. 75 when assessing entitlement under s.55. It provides a degree of predictability and greater certainty for purchasers of condominium units by allowing them to make an informed financial decision about their anticipated costs of unit ownership going forward. It is a mechanism which seeks to prevent a developer from giving a "low-balled" budget statement to purchasers with no consequence: the developer may, by virtue of s.

[3] 2342941 Ontario Inc. v. Toronto Standard Condominium Corporation No.2329 2019 ONCAT44 (CanLII)

75, have to pay to the corporation the amount by which the common expenses incurred for the period covered by the budget statement exceed the budgeted amount.

[18] The settlement decision is then, practically speaking, an agreement which was 'entered into by or on behalf of the corporation' and arguably on behalf of the unit owners, and is a document in which the Applicant has a legitimate interest, as a unit owner, especially when one considers the purpose of a s. 75 proceeding. It is therefore a document to which the Applicant is entitled under s. 55(3) of the Act which states that the corporation 'shall' provide records in accordance with the regulations and subject to any applicable exceptions in s. 55(4). The confidentiality clause in the settlement decision, in this instance, cannot take precedence over the disclosure requirements of the Act to shield it from disclosure to a unit owner for whose benefit the s.75 proceeding was initiated.

[19] In closing submissions, the Respondent stated that if the Tribunal was to find that the Applicant is entitled to the record, that the Applicant be ordered to keep the settlement agreement confidential and not disclose it to other individuals. In reply submissions, the Applicant responded affirmatively to this response. In the circumstances, I will so order.

ISSUE 2: Entitlement to the consent /agreement between TSCC 2519/TSCC 2501/Metro Ontario (parties to the easement and cost sharing agreement – the ECSA) and Emerald Parking and/or UPark

[20] There was some confusion regarding this request when it was first made on September 11, 2019. On October 3rd and again on October 10th, Mr. Thomson wrote to Ms Ferraro to clarify the request, stating (emphases in each of the original emails):

> As you will recall, we were talking about this Sept. 11, 2019 records request yesterday and we ran into some obscurity around what we're actually looking for with respect to the "agreement" with UPark. You indicated that—based on my description of the document—no such thing exists (or that, at least, you don't know where it is).
>
> I have now spoken with Fatih about it further and he informs me that there *must* be an agreement, signed between TSCC 2519, TSCC 2501, and Metro Ontario, on the one hand, and UPark, on the other, which permitted UPark to take over parking services from Emerald Parking. The transition from the latter to UPark *has* to have been *by agreement* with the other parties and this agreement *has* to exist in the form of a signed document. That, then, is what we are asking to see.

[21] Ms. Ferraro responded on October 16th that she did not have the agreement between Emerald Park and UPark. Mr. Thomson, with some apparent frustration, responded on October 17th:

> *I know you don't have the agreement between Emerald Park and UPark.*
> We discussed this in person back on Oct. 3. You told me then.Don't you remember though—I spoke with Fatih after that and then wrote you explaining that we were looking for the agreement between TSCC 2519, TSCC 2501, and Metro Ontario, on the one hand, and UPark, on the other?
>
> *We are not looking for a record that involves Emerald Park at all.*
> Fatih has been clear about this. Isn't he correct? TSCC 2519, TSCC 2501, and Metro Ontario must have entered into an agreement with UPark to allow the latter to take over parking services on some terms or other.
> Is this not true? Is the problem merely that you don't have a copy of thatagreement? Or is the issue that it doesn't exist?
>
> And if it doesn't exist—why not? Shouldn't it?

[22] On November 27th, Mr. Thomson wrote again to Ms Ferraro:

> Also on Sept. 11, we asked for a copy of any written consent granted to Emerald Parking in regard to their sale of the parking services to UPARK and/or the agreement signed between TSCC 2519, TSCC 2501, and Metro, on the one hand, and Emerald Parking, on the other, in regard to this sale and its conditions.
>
> In the records request, I worded things somewhat differently than I'm doing now—and the request was unclear, perhaps, as a result. But you and I have discussed this subsequently, in person and by email, and I have tried to further specify exactly what we are looking for. You have repeatedly indicated that there is no such thing, that no such agreement between TSCC 2519, TSCC 2501, Metro, and Emerald Parking actually exists.
>
> How can this be true though? How can Emerald Parking have sold their interest to UPARK without the involvement of the other ECSA parties?
> If no such consent or agreement exists, then we'd like to know how this can have taken place at all.

[23] On December 6th, Ms Ferraro responded by email, stating that they do not believe these records exist. During the hearing, Mr. Barkin stated that TSCC 2519 never owned or controlled the parking; it was the developer who sold the parking levels

to UPark. He also stated that TSCC 2519 was not a party to the sale and has no records regarding the sale.

[24] If there is a record documenting an agreement between TSCC 2519, TSCC 2501, and Metro Ontario, on the one hand, and UPark, then it would be a record that the corporation is required to keep as an agreement entered into by or on behalf of the corporation (s. 55(1)8), and a record to which the Applicant would be entitled. Indeed, the Respondent has not denied access to the Applicant per se but has asserted no such agreement exists or if it does exist, the corporation does not have it and never had it in its possession.

[25] As the exchanges between Mr. Thomson and Ms Ferraro show, it clearly rankled the Applicant that the agreement appears not to exist. And perhaps with good reason – one might reasonably assume that there would be documentation of such a sale or agreement. Deepening this frustration, and impatience, is the Applicant's firm belief that the Respondent, at least by inference, acknowledged the existence of the document in October 2018. The Applicant relies on an email dated October 5, 2018 in which Mr. Eroltu requested "copies of any written consent granted to Commercial Parking Units Owners (UPark) and /or any agreement entered into between UPark, Developers and TSCC 2519". A Board member responded to this email on October 17, 2018 with the word "Approved".[4] The Applicant submits that this exchange demonstrates that the document existed. With respect, I cannot infer from this short exchange, absent evidence from the Board member who wrote "approved," that it does. To do so would be speculative. Whether it should exist if the corporation is to be compliant with its obligations under the Act (here I note Mr. Eroltu's specific reference to s. 21.1 of the Act) in relation to a shared facilities agreement as submitted by the Applicant, is not a matter within the current jurisdiction of this Tribunal.

[26] The Applicant was informed in December 2019 that the record does not exist, or at the very least, the Respondent did not have it in its possession, but the Applicant has persisted in its pursuit. Again, perhaps the Respondent should have such a document in its possession, but as I have stated, that is not something the Tribunal has the jurisdiction to determine. This issue is but one indication of the Applicant's firm belief that the corporation is not being properly managed[5]. The Tribunal cannot conclude upon or bring relief to that situation.

[4] Exhibit 5, Appendix 26.
[5] See Applicant's Closing Submissions, paragraphs 13-14

[27] I cannot find entitlement to a document that, based on the evidence before me, does not exist.

ISSUES 3 and 4: Entitlement to a list of 11 ledger entries showing amounts for fire alarm chargebacks and to all pages of the general ledger between May 6, 2016 and October 9, 2019

[28] During the hearing, specifically on March 2nd, Mr. Barkin advised that the Respondent would provide the general ledger entries requested in the October 9, 2019 Records Request, subject to redaction so as not to include specific unit numbers. He also clarified, when questioned by me, that the 11 ledger entries requested on September 25, 2019, would be contained in the general ledger entries, thereby satisfying both requests. However, in closing submissions, the Respondent, while reiterating that it is prepared to produce the general ledger for the period requested, with redaction, then stated that the Applicant was not entitled to the 11 specific ledger entries because these pertained to specific units and owners.

[29] This later position is inconsistent with the position taken on the record at the hearing. And I note that the Applicant has never asked that any of the ledger entries be provided unredacted, even though it clearly knows the units in question for the 11 chargeback entries requested as these are explicitly stated in its September 25, 2019 request. These are financial records to which a unit owner is entitled.

[30] I find therefore that the Applicant is entitled to all of the general ledger entries requested on September 25 and October 9, subject to redaction pursuant to s. 55(4)(c) of the Act.

ISSUE 5: Fees for the Records

[31] The records which are to be provided - the settlement agreement and the general ledger entries - are non-core records. The Applicant requested them in electronic format. In closing submissions, the Respondent clarified that the general ledger consists of 1600 pages. It is seeking payment of a fee from the Applicant in the amount of $30 per hour for labour, estimating 2 minutes per page for review and redaction, and 20 cents per page in photocopying costs.

[32] I find that the proposed fee of $30/hour for labour is reasonable. Prior Tribunal decisions6 have awarded a respondent $31.50 for labour costs. In addition, if provided in paper form, the Respondent is permitted under s. 13.3(8)3 of the Regulation to charge 20 cents per page for printing and photocopying.

[33] Therefore, the total amount payable for the general ledger (which includes the 11 entries specifically requested) is $1920. However, if the actual cost is less than this amount, the Respondent shall pay the Applicant the difference, as per s. 13.8(1)(d) of the Regulation. Further, if the actual cost is more than $1920, the Applicant shall pay the amount of difference to a maximum of $192, as per s. 13.8 (2) of the Regulation.

[34] When the Respondent addressed the possibility of providing the Applicant with the settlement document in its closing submissions, it did not specify a fee. Therefore, I order that it shall be provided without requiring payment of a fee, whether provided in electronic or paper form.

ISSUE 6: Is the Applicant entitled to a penalty, and if so, in what amount?

[35] It is important to note the basis for a penalty under the Act. The Tribunal, pursuant to s. 1.44(1)6 may make an order directing the corporation to pay a penalty if it considers that the corporation has **without reasonable excuse refused** to permit the person to examine or obtain copies of records under s. 55(3) of the Act.

[36] The Applicant has requested an "aggregate" penalty of $3000. From the outset, the Applicant clearly articulated that it wished the Tribunal to address the question of the Respondent's failure to handle the requests in a "manner conformable to the law". The Applicant acknowledges that the Respondent at least communicated with the Applicant about their requests to some extent, but submitted that in other respects, the Respondent's conduct fell so short of what the law requires[7]. The Applicant bases its request for the $3000 penalty on the following: (1) the Respondent's refusal, without offering a reasonable excuse to provide the access to certain requested records - $1000; (2) the Respondent failed to respond to the requests within the prescribed time frame and on the prescribed format - $1000; (3) the Respondent failed to exercise due care and diligence in their handling of the requests - $400; and (4) the Respondent compounded their misconduct by

[6] Mohamed v. York Condominium Corporation No. 414 2018 ONCAT 3 (CanLII) and Bukhari v. Wentworth Condominium Corporation No. 10 2010 ONCAT 4 (CanLII)
[7] Exhibit 4, Statement of Complaint, paragraph 148

repeating the same culpable mistakes on three consecutive occasions -$300 [8] as well as an additional $300 for aggravating factors.

[37] As noted at the beginning of this decision, I am not referring to every argument made by the parties, but I do want to note that the Applicant provided extensive submissions on the penalty issue. Through its agent, Mr. Thomson, it urged that I interpret the word 'penalty' expansively, to encompass more than that contemplated by a plain reading of s. 144(1)6. He submitted that s.1.44(1)6 "establishes a *permission*, which represents the 'without reasonable excuse' condition as a merely *sufficient* condition (jointly sufficient perhaps with some unspecified aspect of the adjudicator's discretionary judgment) and not a *necessary* one for the imposition of a penalty." And further, that a penalty may also be warranted for a failure to provide a reasonable excuse for granting access to a record to which the requester is *not* entitled[9] (emphasis as in the Applicant's submission).

[38] I appreciate the detailed and considered submissions of the Applicant; however, I do not agree with the expansive interpretation of "penalty" suggested by the Applicant. The language of the Act is clear: a penalty under s. 1.44(1)6 is only permitted where (a) there has been a refusal to provide records duly requested and (b) the refusal is unreasonable. I find these conditions to be necessary.

[39] I note that the Applicant made extensive submissions regarding the Respondent's lack of compliance with s. 13 of the Regulation. There is no dispute on the evidence that the Respondent did not comply with the prescriptions of s. 13. It did not respond to the three requests on the required response form or within the required timeframe. And this may be an aggravating factor for consideration of the amount of any penalty, but first I must determine whether a penalty is warranted, given the statutory language; that is, whether the corporation has without reasonable excuse refused to permit the person to examine or obtain copies of records under s. 55(3) of the Act.

[40] The Respondent did refuse to provide the settlement decision/agreement. This refusal was based on the advice of legal counsel who concluded that the confidentiality term in the agreement with the developer prevented disclosure of the record. Though I have found that the Applicant is entitled to this document, I do

[8] Exhibit 4, statement of Complaint at paragraph 152 and Applicant's Closing submissions at paragraph 41
[9] Applicant's closing submissions, paragraphs 24-26

not find that it was unreasonable for the Respondent to have relied on its counsel's advice. While this was a refusal, it was not unreasonable and therefore, no penalty is warranted.

[41] Regarding the consent/agreement between TSCC 2519/TSCC 2501/Metro Ontario (parties to the easement and cost sharing agreement – the ECSA) and Emerald Parking and/or UPark, (also requested on September 11th) the Respondent advised on December 6th that the document did not exist. There is no persuasive evidence before me to suggest its existence. I do not find a refusal on which to base a penalty on the facts before me. A party cannot reasonably be required to provide a record that does not exist.

[42] Regarding the general ledger, requested on October 9th and the 11 specific ledger entries requested on September 25th, the Respondent's answer to both these requests, in emails dated December 6th was that these were not core documents and could not be supplied. This answer was very clearly incorrect and not a reasonable excuse for the refusal. While I note that during the course of this proceeding, the Respondent stated it would provide these records, there was a refusal without a reasonable excuse, and a penalty is warranted. The reason offered displayed a lack of understanding of basic obligations under the Act.

[43] The next question is the penalty amount. The Respondent submits that a penalty imposed by the Tribunal should proportionately reflect the severity of the refusal; that while its responses to the requests were technically deficient, it demonstrated a willingness to work with the Applicant and its representatives to make records available that the Applicant was entitled to obtain and that the Corporation had in its possession. To an extent that is correct. There were many emails between Ms. Ferraro and Mr. Thomson. Ms. Ferraro may have perceived that by virtue of their communications, the Applicant was acceding to an extension of time to respond, but the fact is that there was more than a technical deficiency. There was clear noncompliance with the legislated requirements of condominium corporations on three occasions. And as noted above, the refusal given for denying the general ledger showed a lack of understanding of the Act.

[44] Proportionality is a principle that can be inferred in the Tribunal's decisions such as *Tharani Holdings Inc. v. Metropolitan Toronto Condominium Corporation No. 812*[10] and *2342941 Ontario Inc v. Toronto Standard Condominium Corporation No.*

[10] 2019 ONCAT 3 (CanLII)

2329[11] where aggravating factors such as nonparticipation in the Tribunal process, a failure to respond in any way to requests and a clear wilful disregard for statutory obligations were considered. As a result, substantial penalties were awarded.

[45] The Applicant submits that while the Respondent's misconduct is not "*unusually awful*" relative to the conduct of other respondents that have been ordered to pay penalties by the CAT, key aspects of their behavior belong to a class of conduct that the CAT ought always to sanction and has failed to sanction consistently in the past: namely, all illicit, law contravening conduct as such."[12] Whether a penalty is appropriate, and the amount of that penalty, depends on the evidence before the Tribunal in each case. Here, weighing the fact of the refusal without reasonable excuse for the ledger entries, and the aggravating factors noted in paragraph 52, I have determined that a penalty of $1000 is appropriate.

ISSUE 7: Entitlement to Costs

[46] Under s.1.44(1)4 of the Act, the Tribunal may direct a party to pay the costs of another party to a proceeding. The CAT's Rules of Practice provide guidance as to when an award of costs is appropriate. The Tribunal will look to whether a User's expenses or other costs were directly related to the other User's participation in the case or to the other user's unreasonable behavior in the case. The award of costs is discretionary. Here both parties participated fully in this case and both requested costs.

[47] I will first deal with the Respondent's request. It submits that there are exceptional reasons to award legal fees pursuant to the Tribunal's Rules of Practice; namely the Applicant's conduct in unnecessarily complicating the proceeding. However, as acknowledged by Mr. Barkin, there was no legal representative participating on their behalf in these proceedings. The Respondent may have chosen to consult a legal representative from time to time, but that is not a fee contemplated by the Rules. No costs shall be awarded to the Respondent.

[48] The Applicant seeks costs in the amount of $2000 which comprises its fees paid to the Tribunal of $200 and $1800 representing 60 hours of Mr. Thomson's time at a rate of $30 per hour. In large measure, the Applicant was successful before the Tribunal and reimbursement from the Respondent of its fees paid to the Tribunal is appropriate. However, additional costs in the amount of $1800 is excessive. In

[11] 2019 ONCAT 44 (CanLII)
[12] Applicant's Closing Submissions, paragraph 40

every instance, a party spends time to advance their case before the Tribunal. The Applicant's agent did provide lengthy submissions, but these were not necessarily commensurate with the issues which are not, in fact, overly complex. While not faulting him for his writing style or for his high standard of discourse, such extensive submissions were not required to fully address the issues in this case and it would not be appropriate to require the Respondent to compensate the Applicant for the 60 hours of time that Mr. Thomson submits that he spent on this case. I do not find that the Respondent's participation or behavior during this case raises any element of exceptionality that would warrant an award of costs to the Applicant.

ORDER

[49] Therefore, for the reasons set out above, the Tribunal orders as follows.

1. The Respondent shall provide to the Applicant with the settlement decision between it and Emerald Park Galleria Inc. related to the first-year deficit amount, within 30 days of this decision.

2. The Applicant shall keep the terms of the settlement decision confidential and shall not disclose it to other persons.

3. The Respondent shall provide to the Applicant all pages of the general ledger between May 6, 2016 and October 9, 2019, which shall include the 11 ledger entries for fire alarm chargebacks.

4. The Applicant shall pay to the Respondent a fee of $1920 for redaction and photocopying of the general ledger. If the actual cost is less than this amount, the Respondent shall pay the Applicant the difference, as per s. 13.8(1)(d) of the Regulation. Further, if the actual cost is more than $1920, the Applicant shall pay the amount of difference to a maximum of $192, as per s. 13.8 (2) of the Regulation. Payment shall be made prior to delivery of the minutes, and the minutes shall be made available within 30 days of this decision.

5. The Respondent shall pay a penalty in the amount of $1000 to the Applicant within 30 days of this decision.

6. The Respondent shall pay costs of $200 to the Applicant within 30 days of this decision.

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Patricia McQuaid
Member, Condominium Authority Tribunal

Released On: July 3, 2020