

## CONDOMINIUM AUTHORITY TRIBUNAL

**DATE:** September 18, 2020

**CASE:** 2019-00268R

**CITATION:** Yeung v. Metropolitan Toronto Condominium Corporation No. 1136, 2020 ONCAT 33

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

**MEMBER:** Michael H. Clifton, Member

**The Applicant,**

Kai Sin Yeung

Self-Represented

**The Respondent,**

Metropolitan Toronto Condominium Corporation No. 1136

Represented by Tony Bui, Agent

**Hearing:** Written Hearing – July 23, 2020 to September 8, 2020

### **REASONS FOR DECISION**

#### **A. INTRODUCTION**

- [1] The Applicant, Mr. Yeung, has brought multiple applications against the Respondent to this Tribunal, and has also filed multiple complaints against the condominium manager with the Condominium Management Regulatory Authority of Ontario (CMRAO). He has also filed a complaint against the Respondent's lawyer with the Law Society of Ontario. It is evident that Mr. Yeung is unhappy with the way that the condominium corporation is being both led and advised.
- [2] The present case involves matters that were previously before this tribunal in [Kai Sin Yeung v Metropolitan Toronto Condominium Corporation No. 1136, 2019 ONCAT 11](#) (the "First Case"). This case is not an appeal of that decision, but deals with the same records and circumstances. The relevant facts are as follows.
- [3] Some time ago, the Applicant obtained a copy of the January 19, 2017 minutes of a meeting of the Respondent's board of directors (the "January 2017 Minutes") in which there is the following entry:
- Renewal of Gas Contract with Active Energy Inc. (Previous Superior) – The gas contract renewal with Active Energy Inc. has already been approved by*

the Board via e-mail. The renewal is for 5 years from February 1, 2017 for 12.02 cents/m<sup>3</sup>.

D. Kennedy signed the renewal agreement.

- [4] After reviewing the January 2017 Minutes, the Applicant requested a copy of the email correspondence by which the approval of the renewal of the gas contract (the “Gas Contract”) was made. These were not provided, and the Applicant made his application to the Tribunal resulting in the First Case.
- [5] In the First Case, the Respondent submitted not only that the emails in question did not exist, but that, in fact, the decision to renew the Gas Contract was not made by email at all, but was voted upon by show of hands at the meeting, contrary to what is indicated in the January 2017 Minutes. The Tribunal determined that the evidence presented did not support this assertion, but also could not determine whether or not there are or ever were any emails as described in the January 2017 Minutes; however, this did not prevent a determination that “the Emails, whether they existed or not, are not records that the Applicant is entitled to under the Act.”
- [6] Again, the Applicant, in bringing this case, does not seek to appeal that decision. What the Tribunal is now being asked to assess is not whether the Applicant is entitled to copies of the emails referenced in the January 2017 Minutes, or any other record of the Respondent, but whether, as a result of the circumstances described above, the January 2017 Minutes are “adequate” in the sense required by subsection 55(1) of the Condominium Act, 1998, (the “Act”).
- [7] Subsection 55 (1) of the Act states,  
*The corporation shall keep adequate records, including the following records:*  
...  
*2. A minute book containing the minutes of owners’ meetings and the minutes of board meetings.*
- [8] The Tribunal has authority under section 1(1)(a) of Ontario Regulation 179/17 to address a dispute relating to subsection 55(1) of the Act.
- [9] In this hearing I received submissions and documentary evidence from both parties. In addition, Margaret Tong, a member of the board of directors of the Respondent who was also a director present at the January 19, 2017 meeting of the board, provided testimony by teleconference during which the Applicant had the opportunity to cross-examine Ms Tong on various points. Not every item of evidence or submission is expressly set out or addressed in this decision, but only

those which are most relevant to explain the analysis of the case and conclusions reached.

[10] The Applicant seeks the Tribunal's determination of the following issues:

- a. Did the Respondent fail to keep adequate records under subsection 55(1) of the Act, with respect to the January 2017 Minutes?
- b. Is the Respondent required to correct the errors in the January 2017 Minutes?
- c. Is the Applicant entitled to a penalty due to the Respondent's failure to keep adequate records?

In addition, both parties asked for costs in relation to this case, and the Respondent asked in its closing submissions for a declaration that the Applicant is a "vexatious litigant," which was presented as the primary basis for its request for costs.

[11] Based on the evidence and arguments presented by the parties, I conclude that the Respondent has failed to keep adequate records as required by subsection 55(1) of the Act, with respect to the January 2017 Minutes. Regarding the request that the Respondent correct the errors in the January 2017 Minutes, I find that the Respondent ought to do so and order that this be done. As the Tribunal has no authority to impose a penalty except on the basis of an unreasonable refusal to provide records, which is not the case here, I have not awarded any. However, as the Applicant was in the main successful in his application, I award costs in the amount of \$200. Costs are not awarded to the Respondent, and its request for a declaration that the Applicant is a "vexatious litigant" is also denied for the reasons set out below.

## B. ANALYSIS

### **ISSUE 1: Did the Respondent fail to keep adequate records under subsection 55(1) of the Act, with respect to the January 2017 Minutes?**

[12] On the question of what constitutes adequacy of condominium records, with respect to subsection 55(1) of the Act, the Respondent's counsel referenced [McKay v. Waterloo North Condominium Corp. No. 23, 1992 CanLII 7501 \(ON SC\)](#), ("McKay") in which the learned Cavarzan J. states,

*The Act obliges the corporation to keep adequate records. One is impelled to ask -- adequate for what? An examination of the Act provides some answers. The objects of the corporation are to manage the property and any assets of*

*the corporation (s. 12 (1)). It has a duty to control, manage and administer the common elements and the assets of the corporation (s. 12(2)). It has a duty to effect compliance by the owners with the Act, the declaration, the by-laws and the rules (s. 12 (3)). Each owner enjoys the correlative right to the performance of any duty of the corporation specified by the Act, the declaration, the by-laws and the rules. The records of the corporation must be adequate, therefore, to permit it to fulfil its duties and obligations.*

- [13] The Applicant also cited [Mariam Verjee v York Condominium Corporation No. 43, 2019 ONCAT 37](#), in which the Tribunal affirmed that a condominium corporation has an obligation to keep the record required pursuant to section 46.1 of the Act “as accurate as possible,” and [Metropolitan Toronto Condominium Corporation No. 673 v St. George Property Management Inc., 2016 ONSC 1148 \(CanLII\)](#), which affirmed a prior unreported decision by Nordheimer J. wherein a condominium’s status certificate was found not to be in compliance with the requirements of the Act on account of various omissions and inaccuracies in its contents.
- [14] The Respondent reasonably acknowledged and agreed that the standard of adequacy as described by Cavarzan J. in McKay does imply a requirement that records be accurate, but submitted that this does not impose a standard of perfection. I am inclined to agree on both points.
- [15] Considering the scheme and provisions of the Act and the submissions of both parties in this case, I have no hesitation in affirming that accuracy is a component of adequacy in respect of condominium records. I also find that the use of the word “adequate” in the legislation suggests, in and of itself, tolerance for a degree of imperfection. The question is just how much inaccuracy may be tolerated before a record is rendered inadequate to, as Cavarzan J. stated, “permit [the condominium corporation] to fulfill its duties and obligations.”
- [16] The Respondent’s legal counsel cited reserve fund studies as evidence that it would be unreasonable to hold condominiums to a high standard with respect to the accuracy of records. Counsel submitted that the projections in such studies “call for speculation” and that “to require corporations [to] provide an exact amount for such figures would hold them to an unrealistic standard and expose them to liability for the slightest miscalculation”. While clearly a reserve fund study calls for speculation, as it projects forward several decades without exact certainty about what will occur over those years, I am not persuaded that this example serves to lower the standard for accuracy in condominium records generally. Surely all this example might demonstrate is that the degree to which inaccuracies should be tolerated may depend on the type and purpose of the record in question. Even regarding reserve fund studies, different standards might apply. For example, while speculations as to future events in a reserve fund study might be subject to greater

tolerance for error, the list of components of the property to which the study and its speculations apply would not.

- [17] In the present case, the issue is not about a document, like a reserve fund study, that looks forward into an uncertain future, but about the minutes of a meeting, which is an historical record, one that looks back upon facts that, to the parties preparing and approving the record, ought to be a matter of certain and immediate knowledge. The purpose of the record is, as the Respondent submitted in this case, “to document a board’s business transactions and how the Corporation’s affairs are ‘controlled, managed and administered.’” Additionally, I believe the following statements of Cavarzan J. from McKay are relevant:

*The Act embodies a legislative scheme of individual rights and mutual obligations whereby condominium units are separately owned and the common elements of the condominium complex are co-operatively owned, managed and financed. In the interest of administrative efficiency an elected board of directors is authorized to make decisions on behalf of the collectively organized as a condominium corporation, on condition that the affairs and dealings of the corporation and its board of directors are an open book to the members of the corporation, the unit owners.*

*...members of a condominium corporation have a unique interest in how the corporation is managed. The legislature has made them personally responsible for money judgments against the corporation. It attempted to balance this potentially heavy liability with the protection of a duty imposed on the corporation to keep "adequate records" and an unqualified right in the members to "inspect the records" on reasonable notice and at any reasonable time.*

as well as the statement included in the portion of that decision that was directly quoted by the Respondent in this case:

*Each owner enjoys the correlative right to the performance of any duty of the corporation specified by the Act, the declaration, the by-laws and the rules.*

I conclude that amongst the records of a condominium corporation, the minutes of board meetings have a special place and purpose in helping to ensure that “the affairs and dealings of the corporation and its board of directors are an open book to... the unit owners,” and in helping owners protect their “unique interest in how the corporation is managed.” Considering all these points and principles, it seems reasonable that, in the case of minutes of board meetings in particular, a reasonably high standard and expectation for accuracy should be applied.

[18] The Applicant submits that the January 2017 Minutes are inadequate in respect of the entry relating to the Gas Contract renewal based on three errors in the record, which the Applicant states are both material and substantial:

- a. The name of the contractor set out in the minutes is not the same as set out in the Gas Contract itself;
- b. the cost of gas set out in the minutes is not the same as the amount set out in the Gas Contract itself; and
- c. the manner in which the Respondent claims the renewal of the Gas Contract was actually approved is contrary to the manner of approval that is set out in the minutes.

The Respondent takes the position that one of the errors identified by the Applicant is not actually an error and the others are minor and therefore do not undermine the adequacy of the document.

[19] I agree with the Respondent that only two of the errors cited by the Applicant constitute actual errors. The alleged error regarding the name of the contractor is, in fact, not a mistake, as the opening sentence of the Gas Contract itself reveals, where the contractor is identified as “Active Energy Inc. o/a Active Business Services”. I also agree with the Respondent that the error with respect to the cost of gas set out in the minutes, as compared to the cost of gas set out in the Gas Contract itself – being an error of .01 cents per cubic meter – is minor and might, as the Respondent suggests, even be accounted for as a simple typographical error. The third error cited by the Applicant is, however, more significant in its nature and appears to directly undermine the purposes of minutes as described above.

[20] The Respondent submits that whether or not the Gas Contract was “*approved by email*,” as stated in the January 2017 Minutes, or “*approved by a vote of directors at the meeting*,” as the Respondent insisted both in these proceedings and in the proceedings of the First Case, is “*a minor distinction*.” I disagree. The difference between these two versions of past events is significant, in so far as it appears that only one of them represents a process that corresponds to the manner in which the Act directs the affairs of the corporation to be carried out, as the Applicant has accurately identified.

[21] Further, as noted in the selections quoted above from McKay, unit owners “*have a unique interest in how the corporation is managed*,” and a “*right to the performance of any duty of the corporation specified by the Act*.” Owners should be entitled,

therefore, to expect that the minutes correctly describe the procedures followed by the board of directors when transacting the business of the corporation. Failing such accuracy, it is difficult to see how the minutes could contribute to the “open book” that Cavarzan J. describes.

[22] These two factors lead me to the conclusion that the January 2017 Minutes are, in regard to the entry relating to the Gas Contract renewal, inadequate: First, the significance of the subject matter, as it pertains to the correct governance or management of the corporation’s affairs and, potentially, (although I neither can nor do make any findings in this regard) the validity of the Gas Contract itself; and, second, the inaccuracy of the record, which leaves open to question and uncertainty the facts relating to that important issue and therefore substantially undermines key purposes for which minutes of board meetings are to be kept.

[23] In an effort to minimize and resolve the inadequacy of the January 2017 Minutes, the Respondent, in its closing submissions, states,

*The confusion can be easily explained: the board does not know why the Minutes stated the gas contract was approved by emails. As Margaret Tong stated in her testimony, the Minutes were drafted over 3 years ago by a third-party not solicited by the board and the Minutes were presented to a board that does not primarily speak English, for approval.*

These statements, along with other commentary in the submissions of the Respondent, suggest the Respondent or its board are indifferent toward the board’s lack of knowledge with respect to how and why the January 2017 Minutes contain what they affirm is an erroneous entry. I find the explanation here unpersuasive for its apparent purposes. Neither the fact that a third-party minute-taker (who Ms Tong confirmed was retained by the Respondent’s condominium manager) nor the fact that several board members may not be native speakers or readers of English (although Mr. Yeung submitted that a majority of the board at the time would have had no difficulty reading and understanding the minutes in English) amounts to a relevant or compelling excuse or cure for the record’s inadequacy.

[24] The ultimate responsibility for adequacy, including accuracy, of condominium records rests with the condominium’s board of directors. Where the board relies on third-party professionals or other contractors, it must do so in good faith but not in blind acceptance of whatever documentation or materials result from that engagement. Further, where a board member is under any kind of restriction or limitation, such as a language barrier, with respect to confirming the adequacy of a record of the corporation, it behooves the board member to take appropriate steps

to overcome it, such as seeking translation assistance or asking relevant questions of others with knowledge of the facts.

- [25] It is my determination, for the reasons stated above, that the record of the Gas Contract renewal in the January 2017 Minutes is inadequate.

**ISSUE 2: Is the Respondent required to correct the errors in the January 2017 Minutes?**

- [26] As noted above, the Tribunal has authority under section 1(1)(a) of Ontario Regulation 179/17 to address a dispute relating to subsection 55(1) of the Act, which mandates that a condominium corporation keep adequate records. Further, subsection 1.44 (1) of the Act grants authority to the Tribunal to make orders *“directing one or more parties to the proceeding to comply with anything for which a person may make an application to the Tribunal... requiring a party to the proceeding to take a particular action... [or] directing whatever other relief the Tribunal considers fair in the circumstances.”* It is my determination that the Tribunal has clear jurisdiction and authority to order that the Respondent correct the inadequacy in the January 2017 Minutes. The question arises as to what, precisely, that correction should look like.
- [27] The Respondent states it is willing to correct the January 2017 Minutes to set out the actual price per cubic meter that is set out in the Gas Contract and to indicate that its renewal was approved “by a unanimous show of hands at the meeting.” Although the Applicant initially also requested that the correction reflect the position stated by the Respondent, in his closing submissions the Applicant requests instead that the correction should reflect the Applicant’s own view of what actually transpired, which is in some key respects very different than what the Respondent testifies occurred.
- [28] The Respondent is the party that bears the obligation to ensure the records of the corporation are adequate, including with respect to accuracy. Although I find the Applicant’s interpretation of events to be reasonably credible, it involves several speculations and is based on evidence that is not properly before the Tribunal. While I am prepared to and do order that the Respondent correct the record pertaining to the Gas Contract renewal as it is set out in the January 2017 Minutes, I am not prepared to order the Respondent to acquiesce to the Applicant’s untested and unverified views.
- [29] The Respondent is hereby ordered to, within thirty days of the issuance of this decision, make the correction in the records of the corporation in a manner that clearly and transparently sets out at least the following information:



- a. That the entry regarding “Renewal of Gas Contract with Active Energy Inc. (Previous Superior)” included in the January 2017 Minutes is inaccurate;
- b. that while the January 2017 Minutes state that “The gas contract renewal with Active Energy Inc. has already been approved by the Board via e-mail,” the board has been unable to confirm the truth of this statement and, based on the memories of current directors and others who were present at the meeting as testified to by them on behalf of the corporation in proceedings before the Condominium Authority Tribunal, affirms that the renewal was approved by a unanimous show of hands at the meeting; and
- c. that the actual renewal price of gas set out in the contract was 12.03 cents/m<sup>3</sup>, not 12.02 cents/m<sup>3</sup> as stated in the January 2017 Minutes;

and provide a copy of the record containing the correction to the Applicant at no charge. For clarity, the document containing the correction shall itself be a record of the corporation.

[30] Where I order that the correction be transparent, I mean that it should be evident to any reader of the same that it is a correction and what it is a correction of. This is to help ensure that the affairs and dealings of the Respondent and its board are maintained as an “open book” as conceived of by Cavarzan J. in McKay.

[31] It is appropriate to note that the necessity of making an order to correct the minutes – and, indeed, this entire application – might have been avoided if the Respondent had made such a correction of its own volition as soon as it became aware of the error in the record (i.e., at least at the time of the proceedings relating to the First Case). The Respondent states that the only reason it had not already done so is that the Applicant did not specifically request it. I find that the board ought to have known that it has a responsibility to ensure the records of the corporation are accurate. To wait until specifically asked by a unit owner or ordered by the Tribunal to make corrections to them contributes to the appearance of a careless or indifferent attitude toward the duty to keep adequate records.

### **ISSUE 3: Is the Applicant entitled to a penalty due to the Respondent’s failure to keep adequate records?**

[32] Having found that the Respondent has failed to keep adequate records with respect to the January 2017 Minutes, the Applicant requests that a penalty of \$3000 be awarded against the Respondent. The bases cited to support this demand include the Applicant’s belief that the errors in the January 2017 Minutes

were not merely careless mistakes. Amongst other things, the Applicant submits that the Respondent “purposely” invented the explanation set out in the minutes that the Gas Contract renewal had been previously approved by email. The Applicant’s evidence or assertions supporting such beliefs were not set out before this Tribunal except in the Applicant’s closing submissions, and therefore have not been tested or responded to by the Respondent. I therefore cannot consider that evidence. In any event, it is not ultimately relevant that I do so.

- [33] As the Applicant is aware, particularly on account of their other experiences with this Tribunal, including the decision set out in [Yeung v Metropolitan Toronto Condominium Corporation No. 1136, 2020 ONCAT 28 \(CanLII\)](#), which the Respondent cites (although I am aware that the proceedings of this application were already underway when that decision was issued), the only basis on which the Tribunal may impose a penalty upon a condominium corporation under clause 1.44 (1) 6 of the Act, is where the Tribunal considers that the corporation has without reasonable excuse refused to permit the person to examine or obtain copies of records under subsection 55 (3) of the Act. As the Respondent succinctly stated in its final submissions, “For MTCC 1136 to refuse a record, Mr. Yeung must have first made a request for records.” Since that is not the case in this case, “there is no basis to award a penalty against MTCC 1136.” I agree.

#### **ISSUE 4: Is the Applicant a “vexatious litigant”?**

- [34] Before addressing the issue of costs, I address the Respondent’s submission that the Applicant is a “*vexatious litigant*” which the Respondent asserts constitutes an “*exceptional circumstance*” justifying its request for costs in this case.

- [35] Rule 4.5 of the Tribunal’s Rules of Practice states,

*If the CAT finds that a Party has filed a vexatious Application or has participated in a CAT Case in a vexatious manner, the CAT can find that Party to be a vexatious litigant and dismiss the proceeding as an abuse of the CAT’s process. The CAT may also require that a Party found to be vexatious to obtain permission from the CAT to file any future Cases or continue to participate in an active Case.*

The Respondent seeks a declaration that the Applicant is “*vexatious*” and a requirement to be imposed on the Applicant to obtain the Tribunal’s permission before filing any further applications.

- [36] I note that the Respondent’s counsel waited to set out the most detailed submissions on this subject in the Respondent’s closing submissions, despite the fact that I had informed counsel that this claim should be made earlier in the

proceedings. As a result, the Applicant has not had the opportunity to respond to those detailed submissions, although he was earlier aware that this allegation was being considered and made some minor but sufficient submissions in relation to it.

[37] The Respondent cites the following bases on which it believes the Applicant should be identified as a “*vexatious litigant*”:

- a. That the Applicant’s communications are “characteristically aggressive”;
- b. that the Applicant has brought “baseless accusations against property management”;
- c. that the Applicant has threatened further legal proceedings;
- d. that it was obvious the Applicant’s claim for a \$3000 penalty could not succeed;
- e. that the Applicant is not asserting any legitimate rights through this application;
- f. that the Applicant’s application was brought for the improper purpose of harassing the Respondent; and
- g. that the application is part of a “*vendetta... a crusade* [against the Respondent] *that can only be described as vindictive,*” as evidenced in part by the fact that “*no other applicant in the history of this Tribunal can claim as many reported CAT decisions as Mr. Yeung.*”

[38] Such claims fit the usual criteria for determining that a litigant is vexatious. However, I do not agree that they are all fair and accurate descriptions of the Applicant or his conduct and claims. Regarding each of the Respondent’s submissions, I make the following observations:

- a. Aggressive Communications: The Respondent provides no specific examples of what it believes constitute “characteristically aggressive communications” from the Applicant. In these proceedings, the Applicant has been measured and precise, articulate and thoughtful. In the correspondence included as exhibits by the Respondent, the Applicant is clearly emphatic and demanding, but I do not think these communications reach to the level of aggression.
- b. Baseless Accusations: The Applicant’s complaints regarding the condominium manager are not within the jurisdiction of this Tribunal to

assess. However, none of the evidence presented in this case, which includes three decision letters from the CMRAO that respond to complaints made by the Applicant against the condominium manager, suggests the Applicant's concerns are without foundation.

- c. Threatened Legal Proceedings: The mere fact that the Applicant has threatened legal proceedings is not a basis for dismissing the legitimacy of his concerns. Further, the evidence in this case demonstrates that the Applicant sometimes referenced the risk of litigation primarily in order to prompt responsiveness and/or conciliation from the board.
- d. Claim for Penalty Could Not Succeed: While I have found that there is no basis upon which to award a penalty in this case, I do not fault the Applicant for his belief that a penalty could be warranted the circumstances, even if he was mistaken in that belief.
- e. No Legitimate Rights: As quoted above from McKay, "Each owner enjoys the correlative right to the performance of any duty of the corporation specified by the Act, the declaration, the by-laws and the rules." Having concluded that the Respondent's duty to keep adequate records in accordance with the Act was not fulfilled, I cannot agree that the Applicant has not asserted a legitimate right in this case.
- f. Improper Purpose: Simply stated, if Mr. Yeung's claims regarding the Respondent's failure to fulfill its duties are correct, as I have determined is the case, then the application cannot be called improper.
- g. Vendetta: Other Tribunal cases have noted that multiple requests for records might not constitute an abuse of process. Similarly, bringing several applications against the same respondent does not necessarily demonstrate that an applicant has a "vendetta" or is conducting a "crusade". This is particularly the case where the complaints of the applicant are found to be substantiated. In this case, I find no persuasive evidence that the Applicant is engaged in a "crusade" or motivated by "vindictive" intent.

[39] Having said all this, I do concur with the Respondent's implied sentiment that the Applicant has likely now carried its claims relating to the January 2017 Minutes as far as they should reasonably go. It remains possible that if there are further applications about these same circumstances, they might be considered vexatious. However, there is no justification for imposing that label on the Applicant at this time.

## **ISSUE 5: Is either party entitled to its costs?**

[40] For the reasons set out above, I do not agree that the Applicant's conduct or this application constitute exceptional circumstances that would entitle the Respondent to its legal costs of these proceedings under Rule 33.1 of the Tribunal's Rules.

[41] The Respondent further submits that it deserves its costs since this case "*could have been avoided if Mr. Yeung had availed himself of effective legal representation who would have advised him that his efforts are misguided and a needless expense for those involved.*" Given the outcome of this case, these presumptions are not entirely accurate. In any event, it would be contrary to the principles and purposes upon which the Tribunal is founded to penalize a unit owner applicant in costs on account of self-representation before the Tribunal. No costs are awarded to the Respondent in this case.

[42] As the Applicant was mostly successful, particularly in regard to the central claims in this case (that the record is inadequate and should be corrected), I award the Applicant his costs in the amount of \$200.

## **ORDER**

[43] The Tribunal orders that the Respondent shall, within thirty (30) days of the date of issuance of this order:

1. Make a correction in the records of the corporation pertaining to the entry titled "Renewal of Gas Contract with Active Energy Inc. (Previous Superior)" in the minutes of the January 19, 2017 meeting of its board of directors, in a manner that clearly and transparently sets out the following information:
  - a. That the said entry as it appears in the January 19, 2017 minutes is inaccurate;
  - b. that while the said entry states that "The gas contract renewal with Active Energy Inc. has already been approved by the Board via e-mail," the board has been unable to confirm the truth of this statement and, based on the memories of current directors and others who were present at the meeting as testified to by them on behalf of the corporation in proceedings before the Condominium Authority Tribunal, the board affirms that the renewal was approved by a unanimous show of hands at the meeting; and
  - c. that the actual renewal price of gas set out in the contract was 12.03 cents/m<sup>3</sup>, not 12.02 cents/m<sup>3</sup> as stated in those minutes;

2. provide a copy of the record containing the correction to the Applicant, free of any charge; and
3. pay to the Applicant costs in the amount of \$200.

DATE: September 18, 2020

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Michael Clifton,  
Member, Condominium Authority Tribunal