

## CONDOMINIUM AUTHORITY TRIBUNAL

**DATE:** December 27, 2021

**CASE:** 2020-00383R

**Citation:** Zhou v. Metropolitan Toronto Condominium Corporation No.1107, 2021 ONCAT 126

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

**Member:** Victoria Romero, Member

### **The Applicant,**

Qin Zhou

Represented by Angela Zheng

### **The Respondent,**

Metropolitan Toronto Condominium Corporation No.1107

Represented consecutively through this hearing by:

1. Initially by Trestan Chen of Affable Property Management Company, Agent
2. Subsequently by James Liu of Caliber Property Management & Consulting Company, Agent
3. Finally, by Lee Garrett of Robson Carpenter LLP, Counsel

**Hearing:** Written Online Hearing and video conferences – February 19, 2021 to October 29, 2021

## **REASONS FOR DECISION**

### **A. INTRODUCTION**

[1] The Applicant, Qin Zhou is a unit owner at Metropolitan Toronto Condominium Corporation No.1107 (MTCC1107 or the Respondent). The Applicant submitted a Request for Records form dated September 25, 2020, which was reportedly received by the Respondent on October 14, 2020. The Applicant requested 17 records (or sets of records) to be delivered to her electronically. Records were received during this Stage 3 Hearing, and the Applicant is dissatisfied with some of them. The Applicant asks in this hearing for the records that have not been

provided or were insufficient. Additionally, she asked for a penalty and costs to be awarded in her favour.

- [2] This was a written hearing with multiple video conferences. The breadth of the records was very broad and complex in their description. At least half were not a single record but a list of further records. Some records were specifically named while others were vaguely described or did not exist as records at all. While this created complexity for the case, the time required to deal with this case grew due to the fact that the Respondent changed representatives three times during the hearing. There were allegations, by both parties, that the initial condominium management service provider, Affable Property Management Company (“Affable”), had not responded to the Applicant’s request properly and had not provided accurate information and/or proper advice to the Respondent’s board. While, both sides provided evidence and submissions on the issue of records, they also made a number of submissions that make reference to what appears to be a dysfunctional relationship between MTCC1107, the condominium management provider Affable, and this Applicant. The distrust on both sides is real. However, it is not something I can address in this hearing and I will not be dealing with that evidence unless it touches specifically on what is in dispute before me, which is entitlement to the records.
- [3] There were questions about the Applicant’s entitlement to records based on the exceptions set out in relevant law. The Respondent’s second representative, James Liu of Caliber Property Management & Consulting Company (“Caliber”) provided six records during the Stage 3 Hearing to the Applicant’s satisfaction. The primary dispute regarding the remaining records revolved around two issues. First, records that did not exist and were not provided by Affable and therefore not in possession of the Respondent in order to provide them. Second, records that allegedly could not be disclosed due to the exceptions in s. 55 (4) of the Act.
- [4] For the reasons set out below, I find the Respondent had, in some instances, but not all, a reasonable excuse for not providing the records. The Respondent is ordered to pay a penalty in the amount of \$800. Further, pursuant to s.1.44(1)4 of the Act, I award costs of \$200 to the Applicant representing the filing fees paid to the Tribunal by the Applicant.
- [5] In this decision, a reference to “the Act” is a reference to the Condominium Act, 1998, SO 1998, c 19. A reference to “the Regulation” is a reference to Ontario Regulation 48/01.

## **B. ISSUES**

[6] The hearing addressed three issues:

1. Did the Respondent have a reasonable excuse for not providing the remaining records?
2. Is a penalty under s. 1.44 (6) of the Act warranted and, if so, in what amount?
3. Should the Applicant be awarded costs and, if so, in what amount?

## **C. ANALYSIS**

### **1. Did the Respondent have a reasonable excuse for not providing the remaining records?**

[7] As noted above, the only questions about the Applicant's entitlement to the records were based on the exceptions established in law. In particular, the Respondent cited exceptions set out in s. 55(4) of the Act as well as common law privilege. The Respondent also submits that, despite the Applicant being entitled to them, several records were not provided because they did not exist or were not provided to the Respondent by Affable. Lastly, the Respondent argues that some of what the Applicant purports to have requested are not actually records at all or are not actually the records that the Applicant set out in her Request for Records. In this regard, the Respondent submits that they have provided all available and allowable and properly requested records in response to the Applicant's requests during the hearing. In effect, the Respondent is arguing that these exceptions and circumstances provide reasonable excuses for not providing certain of the requested records.

### **Records that do not exist and/or were not provided by Affable**

#### Board Meeting Minutes

[8] The Applicant requested the minutes of board meetings from March 2019 to the date of the request. The Request for Records form is dated September 25, 2020, but Respondent advises it was received on October 14, 2020. Caliber provided the redacted minutes of the following board meetings: March 8, 2019, March 18, 2019, April 8, 2019, May 9, 2019, November 5, 2019, April 28, 2020, and December 15, 2020.

[9] The Respondent confirmed that they provided all the minutes as there were only seven meetings that took place during 2019 and 2020. The Applicant submitted that the minutes were inadequate and/or incomplete because some minutes had identical parts and there was alleged missing information in them. The missing information included the Board's decision regarding the approval of the audited December 31, 2019, financial statement and the Reserve Fund Study. The approval decisions would have been addressed during a board meeting and therefore should have been reflected on the minutes.

[10] However, no evidence was provided to prove that there had been more than the seven board meetings represented by the records that were provided other than the Applicant's statement. Whether there should have been more board meetings during this period, or, alternatively, whether these approval decisions were made outside board meetings, appear to be possible issues of governance rather than record keeping. I find that the Respondent can only provide what it has. The Applicant's submissions suggest that the real dispute between the parties is how the affairs of the Respondent are being governed, which is outside the Tribunal's jurisdiction in a records dispute.

#### Electricity Bills

[11] The Applicant requested the "electricity charge original bills from March 2019 to date." The Respondent states it provided all electricity bills that they received from Affable. The Applicant submits that the October 2019 electricity bill is missing. I find that the Respondent can only provide what it has.

#### Bank Statements

[12] The Applicant requested the "Monthly original Bank Statements (Reserve Fund; Operating Fund; Investment account) from March 2019 to date." I deal with the operating account statements later in the decision. Under this heading, only the reserve fund and GIC investment account statements are at issue.

[13] The Applicant submits that the April and July 2019 reserve fund bank statements are missing from what the Respondent provided. The Respondent explains these statements cannot be provided because they don't exist. The Respondent provided credible evidence that included an email received from the bank on April 22, 2021, confirming there are no statements when there are no transactions. The Applicant did not offer evidence contrary to this, but merely stated her opinion that, "that's unreasonable."

[14] The Applicant further submits that the GIC investment accounts statements are missing from March to October 2019 because there are no records showing the change of investment in the amount \$138,873 as shown in the Audited Financial Statement. The Respondent advises that there are no investment records prior to November 2019, as there were no investments in GICs prior to November 2019. I find this is a reasonable explanation for why there are no statements from March to October 2019.

### Roofing Contract

[15] The Applicant requested the contract between MTCC1107 and its roofing repair company. Even though the last contract between the MTCC1107 and the roofing repair company, which was in 2017, was provided and uploaded by the Respondent, the Applicant believes there had to be another contract as there were roofing repair cheques issued in 2019 for \$12,233 and in 2020 for \$15,000. The Respondent acknowledged these payments were made and confirmed that roof repairs were made by the superintendent in the past. Materials were bought and reimbursed. However, the Respondent also confirmed that there were no further contracts. I accept the Respondent's explanation as credible in this regard.

### Conclusion

[16] Based on the evidence and submissions presented by both parties, I find, on a balance of probabilities, that the allegedly missing board meeting minutes, electricity bills, bank statements and roofing contract do not exist. I accept the Respondent's statement that it doesn't have more or better records of these types or categories than they have provided to the Applicant already. The Tribunal cannot order production of a record that does not exist or order the condominium to create a record solely to satisfy the Applicant's belief or demand that such a record must exist. I also note that whether or not the nonexistence of any of these particular records is indicative of improper board governance is not a determination for me to make in the context of the Tribunal's current jurisdiction. The Tribunal cannot provide relief to this issue at this time.

[17] Furthermore, while the failure of a condominium management provider to properly handle records and record requests will not typically be a reasonable excuse for a condominium not to provide requested records; in this case, it is alleged that Affable, which is no longer the manager of the Respondent, may be withholding records or at least that, given the breach of the relationship between the

Respondent and Affable, the Respondent no longer has sufficient control or authority over Affable to take effective steps to obtain the records or to determine with certainty whether such allegedly missing records actually exist. Therefore, in this case, I find that the Respondent has provided what it has, and that this is all that it can do.

### **Missing Records**

[18] The Applicant requested “all common element's [sic] repair and maintenance original invoices (March 2019 to date)”. The Respondent submitted that they uploaded all available invoices. The Applicant submitted that a number of invoices were illegible, that there were missing invoices based on her belief that there are allegedly missing bank statements, and that there were additional cheques included with the operating account bank statements for which she did not receive the corresponding invoices.

[19] Regarding her submission that there were missing invoices based on her belief that there are allegedly missing bank statements, I have already made a finding that the allegedly missing bank statements likely do not exist and that the Respondent cannot be required to produce what does not exist. The Applicant's belief that she is missing invoices based on the allegedly missing bank statements is speculative and without merit.

[20] However, the Applicant was able to identify expenditures issued for which there are no invoices and she also showed that a number of invoices were illegible and/or very blurry. The Respondent submitted that these records were blurry to begin with and that they have also provided the records as pictures in an effort to provide a better copy. Despite Caliber's efforts to provide a better copy, I find that this is not adequate record keeping of financial transactions as the term 'adequate' is understood in relation to s. 55(1) of the Act.

### **Records not provided based on s. 55(4)(c) of the Act:**

[21] Based on subsection 55(4)(c) of the Act, the Respondent explained they were unable to provide the following records:

- “The 2019 Operating Fund Bank Statements for March, August, and October;
- The 2020 Operating Fund Bank Statements for February, June, August, September, October, November, and December;
- The 2021 Operating Fund Bank Statements for January; and

- The basis and all related document leading to \$13,003 bad debt expenses in 2019.”

[22] The Respondent provided and the Applicant confirmed having received satisfactorily the Operating Fund Bank Statements for April, May, June, July, September, November and December 2019, and for January, March, April, May, and July 2020. However, the Respondent submitted that they could not provide the remaining operating fund bank statements as they included NSF return items for specific units. The Respondent argued that each unit’s condominium fees are uniquely different from any other unit’s and it would therefore be easy to determine who defaulted in the payment of their fees by the NSF amount returned, as the amounts are set out in the refused bank statements.

[23] During her submissions regarding the contract between the MTCC1107 and Roofing repair company, the Applicant further added that a number of cheques accompanying the provided operating bank account statements were blurry and difficult to read. She gave as an example, the operating bank statement 202007 (R.23). Upon review, I noted that the statements themselves are clear, as are the front images of the cheques. The images of the back of the cheques are minimally unclear as what appears to be deposit details, added by the Bank, are somewhat illegible. Caliber submitted that they forwarded the documents as received from Affable and that better copies cannot be provided. Given that the information that is somewhat blurry has to do with information that have been added by third parties and not MTTCC1107 and that the Respondent has provided the records as received, I find that the Respondent has provided what it has.

[24] In her closing statement, the Applicant states that all Redacted outstanding operating bank statements with cheque’s images for the following months: (2019: April, May, June, July, September, November, December); (2020: January, March, April, May, July) are missing. Even though bank statements generally include cheque images, I confirm the cheque images were not specifically included in the Applicant’s Request for Records and therefore it cannot be said that they are missing records. I clarify that for the purposes of this hearing, the Applicant has requested the Operating Fund Bank Statements.

[25] Regarding “the basis and all related documents relating to \$13,003 bad debt expenses in 2019,” the Respondent submitted they could not provide these records as the Applicant was requesting the breakdown of this line item which would show how much each unit owed in arrears.

[26] Section 55(4)(c) protects information relating to specific units or owners. While the Respondent appears correct that this exception would apply to these records, I am not persuaded that the Respondent is unable to provide the records having redacted the information that would violate that section of the Act. Therefore, I will order that the Respondent is to provide these records with all applicable redactions, to the Applicant, at no cost.

## **Records not provided based on s. 55(4)(b) of the Act**

### Legal and professional expenses original invoices

[27] The Applicant requested invoices for legal services provided to the Respondent from March 2019 to date. The Respondent provided these with redactions, but the Applicant requested many of the redactions be removed that related to herself or her unit. The Respondent cited both s. 55(4)(b) of the Act and solicitor-client privilege to justify retaining the redactions.

[28] Subsection 55(4)(b) of the Act provides,

(4) The right to examine or obtain copies of records under subsection (3) does not apply to,

...

(b) records relating to actual or contemplated litigation, as determined by the regulations, or insurance investigations involving the corporation

[29] Section 1(2) of the Regulation further provides these relevant definitions,

“actual litigation” means a legal action involving a corporation;

“actual or contemplated litigation” means actual litigation or contemplated litigation;

“contemplated litigation” means any matter that might reasonably be expected to become actual litigation based on information that is within a corporation’s knowledge or control.

[30] As cited by the Applicant, *Wei v. Toronto Standard Condominium Corporation No. 2297*, 2021 ONCAT 8 (“Wei”) at par. 47, explains that the exception in s. 55(4)(b) ends where there is neither actual (ongoing) or contemplated (future) litigation, such that the records in question can or ought to be disclosed. The Applicant believes this is relevant to her position since the actual litigation – arbitration proceedings – in which she and the Respondent were involved, ended in February 2021.

[31] However, the Tribunal in *Wei* also noted that this analysis is not a simplistic one. If the parties remain, essentially, embroiled in “the same legal combat,” even though certain proceedings have ended, it may be argued that the litigation – in the form of contemplated litigation at least – is ongoing. In this case, as well, the Respondent notes that in May 2021, the Applicant, through her lawyer, expressed in writing the potential for further litigation that was being contemplated by her. In such circumstances, it is arguable that s. 55(4)(b) will continue to apply.

[32] In addition, the Respondent states that solicitor-client privilege applies, citing *Jack Gale v Halton Condominium Corporation No. 61*, 2019 ONCAT 46, which provides at paragraph 36 that invoices containing references to the legal advice that was given are protected by common law solicitor-client privilege. As such, the Respondent submits it was appropriate to redact such portions of the legal services invoices. As was noted in *Wei* (at par. 50), “Solicitor-client privilege is permanent and applies whether or not there is actual or contemplated litigation.”

[33] In relation to the legal invoices requested by the Applicant, I find that there was both actual and contemplated litigation, justifying redactions pursuant to s. 55(4)(b) of the Act. I am also persuaded that some redactions were appropriate due to the common law principle of solicitor-client privilege. Based on the evidence before me, I am satisfied that the Respondent has a reasonable excuse for refusing to provide the records without redactions.

### **Requests based on the Audit Financial Report**

[34] The Applicant made the following three requests:

- The net increase (decrease) in cash and cash equivalents \$57,003 all history in 2019;
- Accounts and sundry receivables January 2019 to date; and
- Excess of revenue over expenses \$1,326 invoice in 2019.

[35] The Respondent submits that these requests could not be satisfied because they do not identify actual records, but are simply re-statements of line items in the audited financial report, which was provided. I find this submission is reasonable. While I understand that the Applicant is making these requests to obtain information she desires, s. 55(3) of the Act entitles owners to request records, not information.

[36] In addition, even if there are records that might provide the information the Applicant is seeking, it was necessary for her to more specifically identify the records, rather than simply quoting line items from the financial statements. I note that in her final closing statement, the Applicant suggests that the Respondent could have provided the general ledger of 2019 as a record to satisfy the net increase (decrease) in cash and cash equivalents \$57,003 all history in 2019 request. The general ledger was not included in the Applicant's request for Records. The Tribunal cannot order a Respondent to provide records unless they have been specifically named in a manner that helps to identify what they are. Speculation that some record of some kind "ought" to exist in relation to a particular subject, including a heading or line items in the financial statements, is not sufficient.

[37] I note that, regarding these three requests, section 70 the Act provides the owners direct access to the Auditor. The Applicant could avail herself of this resource to help answer her concerns and also to ascertain what specific records, if any, need to be requested. If she does so, the Applicant may be able to make a more precise request for records in the future.

### **Most recent approved financial statements**

[38] The Applicant requested the most recent approved financial statements, being item 4 in the list of core records in the Request for Records form. These records were provided and uploaded to the CAT-ODR system during the hearing. However, the Applicant believed this request would include the unaudited monthly financial statement as well. She further explained that the condominium management service provider, as per the obligations of their own contract, was required to provide the monthly financial reports, and therefore believed these were records that she should be entitled to insist upon being provided. Whether or not such reports are required to be provided by the manager, the contract in question is between MTCC1107 and the condominium management provider, not between the condominium management provider and the unit owners. It is not for the Tribunal to determine whether there is fulfillment of the management agreement. Our jurisdiction is to deal with the records request and not with the work product of the manager.

[39] I agree with the reasoning in *Mellon v. Halton Condominium Corporation No. 70* 2019 ONCAT 2, which concludes that unaudited monthly financial statements, or similar interim financial reports, reviewed by a condominium board at its regular meetings are not the records referred to in item 4 in the list of core records or by

the phrase “most recent approved financial statements” under the heading “Request for core records” in the Request for Records form. Unless defined as such by a by-law of the condominium corporation, such records are not “core records”.

[40] Therefore, the Respondent correctly answered the Applicant’s request for records by providing the auditor’s report that contained the Respondent’s most recent financial statements approved by the board. If there are any such interim or monthly financial reports, such as those the Applicant alleges the condominium manager is required to provide to the board, the Applicant may make a further request for monthly financial reports, if she chooses to do so, but they are not records that she properly requested at this time.

### **Periodic Information Certificate**

[41] Last but not least, the Applicant requested the Periodic Information Certificates (PICs) for the past 12 months. Both parties agreed that all the PICs were uploaded except for the June 2020 PIC. I find that this request has been satisfied as the Respondent prepared the June 2020 PIC and uploaded it to the CAT-ODR system during the hearing.

### **2. Is a penalty under s. 1.44 (6) of the Act warranted and, if so, in what amount?**

[42] Under subparagraph 1.44(1)6 of the Act, the Tribunal may order a condominium corporation to pay a penalty that the Tribunal considers appropriate if the Tribunal concludes that the corporation has, without reasonable excuse, refused to permit an entitled person to examine or obtain copies of a record. Pursuant to s. 1.44(3), the maximum amount that may be awarded as a penalty is \$5000.

[43] The Tribunal has already found, as above, that the Respondent has not had a reasonable excuse to not provide “all common element's [sic] repair and maintenance original invoices (March 2019 to date)” records request. MTCC1107 did not have an adequate record keeping of financial transactions as the term 'adequate' is understood in relation to s. 55(1) of the Act. Furthermore, regarding the Operating Fund Bank Statements, the Respondent did not have a reasonable excuse to withhold them entirely. The Tribunal has ordered the production of these records with the applicable redactions.

- [44] The Applicant is requesting \$5000 in costs and a penalty between \$7,000 to \$10,000. The Applicant submits that a penalty is appropriate in this case because the board failed to oversee the performance of its condominium management service provider. Among other things, MTCC1107 allowed Affable to be its condominium management provider since March 2019 even though it was not fully licensed to do the job and its representative, Trestan Chen, did not disclose a potential conflict of interest. Namely, that Mr. Chen is also a unit owner in MTCC1107.
- [45] The Respondent argues that it has not refused records and have provided the records in its possession that it was obligated to provide and more. Producing records late, they submit, is not a refusal of records. Furthermore, they add: "This is a story of two parties that are victims to the actions, inaccurate advice and information and unprofessional management of Affable PM" and that they are bringing "this to the right regulatory body in its application to the CMRAO against Affable PM."
- [46] What is clear is that both parties agree, as per their submissions, that it was Affable who did not respond to the Applicant's request appropriately. Based on the evidence before me, Affable's conduct meant that, initially, the records were refused or effectively refused by virtue of excessive fees being charged and excessive delays in production of records. Even after Affable ceased to manage the property, it appears they interfered with production of the records by not turning all of them over to the Applicant or its new managers. The Respondent submits that MTCC1107 did not receive accurate or timely information from Affable to be able to respond to the Applicant's request properly. Based on the parties' submissions, it appears that Affable's actions created distrust and raised concerns about the proper governance of the affairs of the Respondent, especially when it came to the supervision of its condominium management provider.
- [47] The responsibility to keep adequate records under s. 55(1) of the Act and to provide owners with the opportunity to examine these records as per s. 55(3) of the Act remains squarely on the shoulders of MTCC1107, regardless of any issues encountered with the previous condominium management provider. Their failure to supervise their manager effectively and ensure compliance with their statutory obligations resulted in an effective refusal to provide the records. Although the refusal has now been rectified and the board appears to be making good faith efforts to do better, a penalty is still justified. I do note however that the Applicant's concern about how the condominium is being managed is not a basis for a penalty.

[48] While the Applicant is right to say that she had to commence this case in order to receive the requested records and that she received records late, it also appears that the corporation did not intentionally fail to provide the records. Caliber started uploading records, both core and non core, to the CAT-ODR system, at no cost to the Applicant, from the beginning of its participation in this Stage 3 hearing, prepared a missing record, namely the June 2020 PIC, and provided it to the Applicant during the hearing, and provided a number of records twice in an unsuccessful attempt to give better copies where records were blurry.

[49] Therefore, given the circumstances of this case, I have determined that a penalty of \$800 is appropriate.

### **3. Should the Applicant be awarded costs and, if so, in what amount?**

[50] Subparagraph 1.44(1)4 of the [Act](#) provides that the Tribunal may make an order directing a party to the proceeding to pay the costs of another party to the proceeding. Under section 1.44(2) of the [Act](#), an order for costs shall be made “in accordance with the rules of the Tribunal”. The CAT Rules of Practice address costs in Rules 45 and 46, which state:

45.1 The CAT may order a User to pay to another User or the CAT any reasonable expenses or other costs related to the use of the CAT, including:

(a) any fees paid to the CAT by the other User;

(b) another User’s expenses or other costs that were directly related to this other User’s participation in the Case; and,

(c) costs that were directly related to a User’s behaviour during the case that was unreasonable, for an improper purpose, or that caused an unreasonable delay.

45.2 If a Case is not resolved by Settlement Agreement or Consent Order and a CAT Member makes a final Decision, the unsuccessful User will be required to pay the successful User’s CAT fees and reasonable dispute-related expenses, unless the CAT member decides otherwise. This does not include legal fees.

46.1 The CAT will not order a User to pay to another User any fees charged by that User’s lawyer or paralegal, unless there are exceptional reasons to do so.

[51] I have considered various factors regarding an award of costs in this case. I find that MTCC1107’s conduct, through its first representative Affable, was unreasonable and caused delay. They requested highly excessive fees and did not provide records until the Respondent’s second representative, Caliber, participated in the hearing. There was no evidence that Affable attempted to resolve the issues in dispute before this CAT case was filed. This unreasonable conduct had the effect of putting the Applicant to time and expense that could have been avoided.

This case was not filed in bad faith or for an improper purpose as it was the only avenue the Applicant had to obtain the records.

[52] The Applicant further submitted that having three different consecutive representatives for the Respondent throughout this hearing constituted exceptional circumstances and caused her to incur unnecessary legal costs and spend her own time. Even though she was self-represented, the Applicant submitted that she had to spend her own money to have legal consultations throughout this process. No evidence was presented regarding the amount of legal fees spent. Regarding her own time, the Tribunal generally will not order one Party to pay another Party compensation for time spent related to the CAT proceeding. Based on the evidence before me, I note that the change in representation, from Affable to Caliber, at the very least, was necessary and reasonable to address the Applicant's request for records. The change in representation caused delay but it was reasonable and for proper purpose. The Applicant therefore has not offered evidence that convinces me that exceptional reasons apply to this case to grant the payment of legal fees.

[53] The results in this case are mixed. I therefore conclude that it is appropriate for MTCC1107 to pay costs of \$200 to the Applicant within 30 days of the date of this decision.

## **ORDER**

[54] The Tribunal orders as follows:

1. The Respondent is to provide the following records with all applicable redactions, to the Applicant, at no cost, 30 days from the date of the decision:
  - "The 2019 Operating Fund Bank Statements for March, August, and October;
  - The 2020 Operating Fund Bank Statements for February, June, August, September, October, November, and December;
  - The 2021 Operating Fund Bank Statements for January; and
  - The basis and all related document leading to \$13,003 bad debt expenses in 2019."
2. In addition, the Respondent is to provide a statement as required by subsection 13.8(1)(b) of the Regulation that explains the reason for each redaction and an indication of the provisions of section 55 of the Act or the Regulation being relied on.

3. The Respondent shall pay a penalty in the amount of \$800 pursuant to s. 1.44(1)(6) of the Act within 30 days of the date of this decision.
4. Pursuant to s.1.44(1)4 of the Act, Respondent shall pay costs of \$200 to the Applicant within 30 days of the date of this decision.
5. In the event that the penalty or costs are not provided to the Applicant within 30 days of this Order, the Applicant will be entitled to set-off those amounts against the common expenses attributable to the Applicant's unit(s) in accordance with Section 1.45 (3) of the Act.
6. In order to ensure that the Applicant does not have to pay any portion of the penalty and cost awards, they will also be given a credit toward the common expenses attributable to their unit(s) in the amount equivalent to their proportionate share(s) of the penalty and costs awarded.

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Victoria Romero  
Member, Condominium Authority Tribunal

Released on: December 27, 2021