

## CONDOMINIUM AUTHORITY TRIBUNAL

**DATE:** May 19, 2022

**CASE:** 2022-00069N

**Citation:** Toronto Standard Condominium Corporation No. 2078 v. Quinlan, 2022 ONCAT 53

Order under section 1.47 of the *Condominium Act, 1998*.

**Member:** Jennifer Webster, Member

**The Applicant,**

Toronto Standard Condominium Corporation No. 2078  
Represented by Victor Yee, Counsel

**The Respondent,**

Raymond Quinlan  
Represented by Cameron Rempel, Counsel

### **CONSENT ORDER**

- [1] The Applicant and the Respondent (collectively, the “**Parties**”) have agreed to settle this case and have the terms of their agreement incorporated into a Consent Order.
- [2] Under Rule 34.3 of the CAT’s Rules of Practice, the CAT can close a case in Stage 2 - Mediation if the Parties agree to the CAT making a consent order that resolves the dispute.
- [3] The Parties acknowledge that this Consent Order closes the Tribunal Case. The Tribunal orders that this case has been resolved without a hearing on consent of the Parties, based on the following terms and conditions set out in this Consent Order.

### **ORDER**

- [4] The Respondent will retain Comfort Keepers Canada or a commercial-grade cleaning services provider (hereinafter, the “**Cleaner**”) to perform a deep cleaning of his Residential Unit (the “**Unit**”) on a twice-weekly basis for 4 hours each, namely on Tuesday and on Friday every week or on a schedule that is agreed to by the Parties in writing (the “**Deep Cleaning**”).
- [5] The Respondent acknowledges that pursuant to section 90(1) of the *Condominium Act, 1998*, S.O. 1998, c.19 (the “**Act**”) and Article 5.1(a) of the Applicant’s

Declaration as that term is defined in the Act (the “**Declaration**”), the Respondent is obligated to maintain his Unit to a reasonable level of cleanliness so that unreasonable odours and / or pests do not emanate from the Unit.

- [6] The Respondent acknowledges that pursuant to section 19 of the Act and / or Article 12.1 of the Declaration, the Applicant may enter into the Unit to inspect the Unit for compliance with the Act and the Declaration at any time upon providing reasonable notice in advance or in the event of an emergency (an “**Inspection**”). The Respondent shall not obstruct, impede, or prevent such entry into the Unit.
- [7] If an Inspection is performed by the Applicant and the Applicant, acting reasonably, determines that the Respondent has failed to perform adequate maintenance of the Unit, then the Applicant shall notify the Respondent and his brother Howard Quinlan of such failure to perform within 24 hours of the Inspection, in writing or via telephone, or via another method of communication that is agreed upon by the Parties (the “**Notification**”). If the required maintenance is not performed by the Respondent within 24 hours of the Notification, then the Respondent acknowledges that the Applicant may coordinate with a Cleaner to enter the Unit and perform the necessary maintenance (a “**Remediation**”); with said Remediation to be at the sole expense of the Respondent. The Respondent agrees that the Cleaner may invoice the Respondent directly for said Remediation; and that if the Respondent fails to pay said Cleaner’s invoice when due, then the Applicant may pay the Cleaner’s invoice on the Respondent’s behalf and add said costs to the common expenses owed to the Applicant by the Respondent’s Unit, pursuant to section 92 of the Act and / or Articles 2.2 or 5.1(b) of the Declaration.

## **COMPLIANCE**

- [8] If any of the Parties fails to comply with any of the terms of this order, it may be enforced through the Ontario Superior Court of Justice under section 134 of the Act and section 19 of the *Statutory Powers Procedure Act*, R.S.O. 1990, c. S.22.

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Jennifer Webster  
Member, Condominium Authority Tribunal

Released on: May 19, 2022