

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: August 25, 2022

CASE: 2022-00345SA

Citation: Harrison v. Toronto Standard Condominium Corporation No. 2714, 2022 ONCAT 91

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

Member: Ian Darling, Chair

The Applicant,

Angelo Harrison

Represented by Ann Marie Marchand, Agent

The Respondent,

Toronto Standard Condominium Corporation No. 2714

Represented by Shauna Summers, Agent

Hearing: Written Online Hearing – June 20, 2022 to August 10, 2022

REASONS FOR DECISION

A. INTRODUCTION

[1] The Applicant brought an application to the CAT seeking an order to enforce the terms of a settlement agreement that closed CAT case number 2022-00135R. After reviewing submissions from the parties, I agree that there was a breach of the agreement, but the breach was minor therefore no further relief is necessary.

[2] The parties agreed to the following facts:

1. CAT Case 2022-00135R was closed with a settlement agreement on May 3, 2022.
2. The settlement agreement contained specific wording which the corporation was to use in a letter to all owners.
3. The Respondent provided a letter but did not use the specific wording.
4. The Applicant seeks an order compelling the Respondent to follow the

specific terms of the agreement.

5. During the case, the Respondent offered to provide an updated letter to all owners, but the parties could not decide on the wording.

- [3] On May 2, 2022, the Board posted a notice to Condo Central (an online communication portal) alongside a copy of the 2019 rules. The actual communication to owners was:

Good afternoon all residents and homeowners,

This notice is being made available building wide as it relates to the rules and regulations of the corporation.

As of today Monday May 2nd 2022, the attached rules, 'TSCC 2714 - Rules & Regulation (effective upon handover)', are the rules under which the corporation is currently being governed.

Over the next few weeks, you will receive an invitation to attend a meeting to discuss any proposed changes to these rules. A copy of the proposed changes will be provided, for your review, at least 15 days in advance of the meeting. The notice alongside any additional information required will be provided via email as well as being posted to Condo Central.

Further information regarding the meeting will be provided in the coming weeks.

Thank you,
Board of Directors

- [4] The settlement agreement was dated May 3, 2022, and contained the following specific terms:

The following letter will be sent to all Owners and Residents within 15 days:

"As part of the Settlement Agreement between the TSCC 2714 Board of Directors and Angelo Harrison (represented by Ann Marie Marchand) it was agreed this letter would be sent to all Owners and Residents.

The Board would like to acknowledge the miscommunication of the new rules introduced in June 2020 and again in May 2021. These rules were never approved or enacted.

The rules prepared by the Declarant, Birchmount Cooperative Development Corporation, in 2019 are still in effect.

We apologize for any inconvenience.”

- [5] The Respondent’s representative told the Tribunal that when they wrote the message, they did not realize that the settlement agreement contained specific wording and thought that their statement addressed the agreement. It was not until this case was filed that they realized the specific wording should be used. The evidence before me is that the Respondent posted the communication to owners before the final settlement agreement was posted to the CAT-ODR platform.
- [6] The Respondent’s representative acknowledged and apologized for the error.
- [7] Since there is no dispute that the Respondent did not meet the specific terms of the settlement agreement, the only issue to decide is what relief the Tribunal feels is appropriate.
- [8] The Applicant requested the Tribunal make an order:
1. Requiring the Respondent to refrain from sending out any communication to Owners and Residents regarding the Applicant, the Settlement Agreement, and this Adjudication decision.
 2. Requiring the Respondent to adhere to the *Condominium Act, 1998* (the “Act”), especially Sections 46 & 58 of the Act.
 3. Requiring the Respondent Directors to complete the CAO Advanced Director Training.
 4. Requiring the Respondent to organize a Condominium Authority Tribunal Town Hall hosted by a Representative from the CAT. The purpose of the Town Hall would be to explain the purpose and procedures of the CAT and answer questions related to general condominium issues within its jurisdiction.
 5. Including a \$5,000 penalty if the Respondent breaches this Decision. The Applicant would have the right to pursue the penalty, as well as any other available remedies, in Superior or Small Claims Court.
- [9] I find that these are not appropriate as they extend beyond remedies to the breach in the agreement and extend into how the corporation is governed.
- [10] The appropriate remedy would be to acknowledge the error in the wording, and to provide this update to residents and owners. I recognize that the parties could not agree on wording for a revised communication. Without an agreement, it falls to

me to decide how to resolve the issue. I have determined that no further action is required. This decision formally documents the error and explains why it occurred. This decision can stand in place of any further communication to owners.

- [11] Rather than require the corporation to provide another letter to all owners, containing the specific wording from the agreement, I will order that this decision be posted in a centralized location, accessible to all residents and owners. This will allow the owners to read the decision, the text of the communication in the settlement agreement, and the actual communication provided by the corporation.
- [12] The CAT Rules provide guidance regarding the reimbursement of CAT fees following a final decision. Rule 48.1 states that “If a Case is not resolved by Settlement Agreement or Consent Order and a CAT Member makes a final Decision, the unsuccessful Party will be required to pay the successful Party’s CAT fees unless the CAT member decides otherwise.” I have decided not to order the Applicant’s fees be reimbursed. The breach in the agreement was a minor breach, and the Applicant submitted a case to the CAT without discussing the issues with the Respondent. In these circumstances, I believe that the issue could have been resolved through discussion before bringing the case to the CAT. In this context, it is not appropriate to order reimbursement of the CAT fees.

B. ORDER

[13] The Tribunal Orders that:

1. Within 15 days of the close of this case, the Respondent must post this decision in place(s) and manner(s) so as to be evident and accessible to all owners and residents, in order to allow the owners to read the decision, the text of the communication in the settlement agreement, and the actual communication provided by the corporation.

Ian Darling
Chair, Condominium Authority Tribunal

Released on: August 25, 2022