

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: July 17, 2023

CASE: 2022-00217R

Citation: Sinton v. Muskoka Vacant Land Condominium Corporation No. 81, 2023 ONCAT 90

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

Member: Anne Gottlieb, Member

The Applicant,
John Sinton
Self-Represented

The Respondent,
Muskoka Vacant Land Condominium Corporation No. 81
Gareth Stackhouse, Counsel

Hearing: Written Online Hearing – May 27, 2022 to March 31, 2023
Online Video Conference – December 8, 2022

REASONS FOR DECISION

A. INTRODUCTION

- [1] The Applicant, John Sinton, submitted a Request for Records (“Request #1”) on September 8, 2021, as a unit owner of the Respondent (“MVLCC No. 81” or the “condominium corporation”). MVLCC No. 81 is a 26 unit vacant land corporation where owners can or have already built their own units. The condominium corporation was self-managed until 2019 when it engaged the services of a condominium manager.
- [2] Request #1 asked for as-built drawings, turnover records, and an unredacted consent application made to the Town of Huntsville (the “Town”), described more fully, below. A Board Response for Records (“Board Response #1”) was provided on October 22, 2021. Mr. Sinton filed a case with this Tribunal, which became case 2021-00435R.
- [3] On February 28, 2022, while case 2021-00435R was in Stage 2 Mediation (“Stage 2”) Mr. Sinton submitted a second Request for Records (“Request #2”). Request #2 involved records relating to By-law No.5 of MVLCC No. 81. The details of these records are described below. On March 29, 2022, MVLCC No. 81 provided a Board Response for Records (“Board Response #2”). Mr. Sinton commenced a

second case with the Tribunal, being case 2022-00217R.

- [4] The two files were joined by a motion held on April 28, 2022. Stage 2 continued to deal with the records requested in both files. A Stage 2 Summary and Order was issued May 20, 2022 (the “Summary and Order”). This Summary and Order guided the Stage 3 – Tribunal Hearing (“Stage 3” or “hearing”) with regard to the records requested, provided, and the remaining issues to be resolved. This hearing began May 27, 2022. The parties adjourned on consent, multiple times during June and July 2022, to attempt to resolve their issues. The hearing recommenced in August 2022.
- [5] Mr. Sinton asks the Tribunal to order the production of records that were not provided to him. He also takes issue with of the adequacy of records that were provided, and that are kept by MVLCC No. 81. He seeks numerous remedies, some of which are outside the jurisdiction of this Tribunal. Each of these issues will be addressed.
- [6] I find that Mr. Sinton had reason to bring this case before the Tribunal. The hearing was complicated by issues relating to governance and other matters related to private road maintenance that are not within the jurisdiction of the Tribunal. However, I find that Mr. Sinton did raise issues concerning records that relate to his interests as an owner. I award costs to Mr. Sinton for Tribunal fees filed for both cases totaling \$275. For reasons outlined below, I do not make an award respecting legal costs or award a penalty to Mr. Sinton.

B. BACKGROUND

- [7] In Request #1, Mr. Sinton asks for copies of the following:
1. All items required by s.43(5) of the Condominium Act 1998 (the “Act”) and specifically the as-built drawings as related to roads, drainage, underground services, structures (such as gazebo, east dock, west dock) - 2014 to September 8, 2021. (the “As-built Drawings”)
 2. Board minutes, letters to the Declarant, record of application to Superior Court per s. 43(8) for Declarant to produce same at Declarant’s cost as per s.43(9) – 2014 to September 8, 2021 (the “Turnover Records”)
 3. Unredacted copy of corporation’s consent application to the Town of Huntsville for a right of way over common elements to a third party, together with the necessary board minutes authorizing the signatory to act on behalf of the corporation – Consent application dated February 17, 2017 and board meeting minutes preceeding that date (the “Consent Application”)
- [8] In Request # 2, Mr. Sinton asks for copies of records relating to By-law No.5 (“By-law No.5” and “By-law No.5 records”) as follows:

1. Board minutes relating to the approval of By-law No.5 or any other by-law providing right of way access over condominium common elements: January 1, 2017 – December 31, 2021
2. Record of any AGM action(s) taken by owners, including results of any vote, concerning By-law No.5, or any other by-law providing right-of-way access over condominium common elements: January 1, 2017 – February 25, 2022
3. Records including emails, letters, and meeting records of any and all individuals, owners, or other parties party requesting or initiating the creation of By-law No.5, or any other by-law providing right-of-way access over condominium common elements: January 1, 2017 – February 25, 2022
4. Record of any requests for legal advice sought by the corporation, or received by the corporation, concerning the creation of By-law No.5, or any other by-law providing right-of-way access over condominium common elements: January 1, 2017 – February 25, 2022
5. Record of the amount paid by the corporation for creation of By-law No.5 and if not paid by the corporation, any records or agreement of any other party paying for (1) legal advice, or (2) the registering of By-law No.5: January 1, 2017 – February 25, 2022
6. The name of and instructions to the lawyer acting on behalf of the corporation to effect the registration of By-law No.5 against common elements of the corporation, and/or in favour of specific enumerated entit(ies): January 1, 2017 to February 25, 2022

C. ISSUES & ANALYSIS

[9] I have considered all the evidence and submissions of both parties. I will only refer to matters that are relevant to the issues to be decided. The issues to be addressed in this case include:

1. Did MVLCC No. 81 refuse to provide As-built Drawings? Was there a reasonable excuse for the refusal to provide these records?
2. Did MVLCC No. 81 refuse to provide board minutes, letters to the Declarant, and a record of an application to Superior Court for the production of Turnover Records? If yes, was there a reasonable excuse for the refusal to provide these records?
3. Is Mr. Sinton entitled to receive a copy of the unredacted consent application filed with the Town of Huntsville?
4. Did MVLCC No. 81 refuse to provide By-law No.5 records? If yes, was there a reasonable excuse for the refusal to provide these records?

5. Did MVLCC No. 81 maintain adequate records in accordance with s. 55(1) of the Act?
6. Should MVLCC No. 81 pay a penalty under s. 1.44 (1) 6 of the Act, for refusal to provide requested records without a reasonable excuse?
7. What are other appropriate remedies in the circumstances of this case?
8. What order should the Tribunal make in relation to the parties' costs of the proceeding?
 - a. Should there be an award of Tribunal fees?
 - b. Should legal costs be awarded to either party?

Issue 1: Did MVLCC No. 81 refuse to provide the As-built Drawings? If yes, was there a reasonable excuse for the refusal to provide these records?

- [10] Mr. Sinton asks for 'As-built Drawings'. A detailed list of these records was included in the Stage 2 Summary and Order. Mr. Sinton acknowledges receipt of some documents from MLVCC No. 81 including drawings for the gazebo. He claims it is unclear if these are in fact 'as built'. He acknowledges receipt of two road drawings, which he says are in conflict with each other and that neither reflects what was actually built.
- [11] Mr. Sinton testified that "the 'Dock Permit' drawing is not what was built, lacking the dock fingers for the boat slips specified in the Declaration, and omitting the significant shoreline stair structure that is a necessary part of the Corporation's East Dock. "The Corporation provided no as-built drawing records for the West Dock, the roads, the trails and pedestrian bridges, or the electrical and other utility plans."
- [12] Mr. Verkuyl has provided management services to MVLCC No. 81 since 2019. He testified that the records available and in possession of MLVCC No. 81 have been provided to Mr. Sinton. Mr. Harwood, a current member of the board, also testified that he has searched the condominium's current records. The condominium corporation claims that they do not have any further records, and that these records were the responsibility of the Developer. MVLCC No. 81 wrote to the Declarant to obtain drawings to provide to Mr. Sinton. Correspondence dated July 12, 2022, from Duke Engineering was the source of drawings provided to Mr. Sinton.
- [13] MVLCC No. 81 further submits that some of the records listed in s. 43(5) of the Act do not apply to a vacant land condominium corporation ("VLCC"). In closing remarks, the condominium corporation submitted that:

The Act, at Part XII (sections 155-163) sets different requirements for VLCC's which reflect the "as built" nature of a VLCC rather than a "standard" condominium made under the Act.

Subsection 155(4) "Application" states: "*Subject to this Part, Parts I to IX and XIV apply with necessary modifications to a vacant land condominium corporation.*" (with emphasis added). Parts I to IX and XIV of the Act encompass sections 1 to 137 and 176 to 188 of the Act. If necessary, any of these sections must be read and applied with "*necessary modifications*" to a VLCC.

[14] I accept that various As-built Drawings mentioned in s.43(5) of the Act are not in the records of the condominium corporation and were not provided to Mr. Sinton. It is possible that they were never created by the Declarant, and possible that some were never required to be created. I find that MVLCC No.81 provided a reasonable excuse for not providing the As-built Drawings to Mr. Sinton.

Issue 2: Did MVLCC No. 81 refuse to provide board minutes, letters to the Declarant, and a record of application to Superior Court for the production of turnover records? If yes, was there a reasonable excuse for the refusal to provide these records?

[15] Mr. Sinton maintains that he did not receive all the turnover records requested and listed in the Act. These include the existing warranties and guarantees for all equipment, fixtures, chattels included in the sale of units or common elements; and existing plans for underground services, among other items listed in the Act. There is evidence that he was provided many records including: a siteplan; stamped drawings; discharge of charge; turnover minutes; minutes of first owners meeting; first year budget, the Declaration; and By-law Nos.1-4.

[16] MVLCC No. 81 provided evidence that it wrote to the Declarant and asked for additional records to satisfy Mr. Sinton's request. Mr. Sinton acknowledges that the records in s.43(5) are the responsibility of the Declarant to create. He also maintains that it is the "responsibility of the Respondent to be in possession" (of these records).

[17] As discussed above, MVLCC No. 81 submits that a vacant land corporation has different obligations pursuant to the Act. It claims that:

"to be a 'record' the plans in parts 43(5)(d) and (e) of the Act must exist, that is, the declarant must have created them. Where records are sought under parts 43(5)(d) and (e), the Act requires the turnover only if these exist at the time of turnover. Second, subsections 43(4) and (5) must be read "with necessary modifications to a vacant land condominium corporation" pursuant to subsection 155(4) of the Act. Third, as a VLCC (vacant land corporation), the Corporation does not have many (if any) "equipment, fixtures and chattels". If the records were not created by the declarant (or its forces) then the records sought by the Applicant are not, in fact, turnover records.

[18] As noted, MVLCC No. 81 wrote to the Declarant seeking records to provide to Mr. Sinton. A reply came in the form of a letter from Duke Engineering dated July 12

2022. The condominium corporation submits that:

Duke Engineering's letter of July 12, 2022 contains all "*correspondence and plans related to the private road design and overland drainage*" which Duke Engineering had on file and the sender (Dan Duke) states that certain parts of the *Ontario Building Code* regarding roads were waived during the Corporation's development. Mr. Duke writes "*This is a private road with no formal standards as required by the Town of Huntsville or the Ontario Building Code which would generally govern.*"

I accept the evidence, that the records do not exist.

[19] Mr. Sinton asks for board minutes, and the record of an application to Superior Court to obtain turnover records from the Declarant. This is a mechanism in the Act by which a condominium corporation may apply to the Superior Court to obtain turnover records. MVLCC No. 81 did not make such an application to the court, therefore no such application record exists. There is no evidence to suggest that this topic was ever discussed at any board meeting, and therefore such minutes do not exist. That is a reasonable excuse for not providing these records. Mr. Sinton asks that I order the condominium corporation to apply to Superior Court, to obtain turnover records. It is not within the jurisdiction of the Tribunal to make such an order.

Issue 3: Is Mr. Sinton entitled to receive an unredacted copy of the consent application filed with the Town of Huntsville?

[20] A consent application was filed with the Town of Huntsville (the "Town") to provide a right of way over the property of MVLCC No. 81. A redacted copy of the consent application, was provided by MVLCC No. 81 which they received, redacted, from the Town. This redacted copy was provided to Mr. Sinton. MVLCC No.81 maintains that the redacted record is a valid and legal record. Mr. Sinton requests an unredacted copy of the consent application, and claims that any redacted record must be accompanied by a statement explaining the redaction, as per the Act.

[21] It is not clear who made this application, to the Town. Mr. Legault, a director, when MVLCC No. 81 was self managed, was summoned as a witness. When questioned, he stated that he does not have an unredacted copy of the application. He stated that he does not recall the condominium corporation initiating the application.

[22] As the Town was considering providing a right of way over the lands of MVLCC No. 81, it is not unreasonable to expect a full, that is, unredacted copy of such a record, be in the condominium corporation's files. Mr. Verkuyl, indicates that there is no copy of the unredacted consent application in the condominium corporation's current records. On the evidence, this record is not in the condominium corporation's possession.

[23] Mr. Sinton states that the condominium corporation has not provided reasons in a

statement to accompany the redactions to this record. On the evidence of both parties, the redacted record was received from the Town and redacted by the Town. Subsection 13.8 (1)(b) of Ontario Regulation 48/01 (the "Regulation") requires that each copy of a record provided by a condominium in response to a request for records that is redacted, shall include a statement explaining the reason for each redaction and the statutory exclusion being relied upon. The Town made the redactions. The Town is not governed by the provisions of the Act which requires a statement to accompany records that are redacted. Therefore I find that no such statement needs to accompany this redacted record.

- [24] Mr. Sinton introduced a purported extract from the minutes of the Town meeting held March 14, 2018 where this consent application was addressed. The extract indicates that Kristin Maxwell, (of the Planning Committee for the Town), identified MVLCC No. 81 as the applicant of this consent application. On its face, this appears to be evidence that the application was made by MVLCC No. 81, which is contrary to the recollection of Mr. Legault.
- [25] Mr. Sinton states that the Town can provide an unredacted copy of the consent application, if permission is granted by the entity that made the application. He asks that I make an order to this effect. I do not know if this is in fact the policy of the Town and do not have any independent evidence before me on this submission. I agree with MVLCC No. 81 that the condominium corporation has already provided a valid record to Mr. Sinton. I have not been entirely persuaded that Mr. Sinton is entitled to an unredacted copy of the consent application. However, given the ambiguity as to who made the application, and the level of mistrust between the parties, I am prepared to order MVLCC No. 81 to provide Mr. Sinton with written authorization directed to the Town, authorizing them to provide Mr. Sinton with an unredacted copy of the consent application. Mr. Sinton may then choose to present this authorization to the Town, provided he bear the cost of any applicable fee to the Town and that he provides the Town with a full copy of this decision. It will be left to the sole discretion of the Town, if they provide an unredacted copy of the consent application to Mr. Sinton.

Issue 4: Did MVLCC No. 81 refuse to provide By-law No.5 records? If yes, was there a reasonable excuse for the refusal to provide these records?

- [26] By-law No.5 is the result of the consent application to the Town granting an easement over the common elements, referred to above. It was registered as MT209878 on February 15, 2019. It bears the signature of Ron Legault who was the secretary for MVLCC No. 81 at the time. The name of the lawyer on the registration of By-law No.5 is Homer Frank.
- [27] In Request #2, Mr. Sinton asks MVLCC No. 81 for records showing the amount it paid for legal advice, or the registering of By-law No.5 and the name of and instructions to the lawyer acting on its behalf to effect the registration of By-law No.5. There is evidence that Mr. Verkuyl wrote to the Declarant on February 24, 2022, to obtain this information, but an answer was not received.

[28] Counsel for the Respondent submitted into evidence correspondence to Mr. Frank dated June 13, 2022. The letter indicates that Mr. Frank acted for the Declarant in “developing and registering the corporation under the Condominium Act 1998”...and registering By-law No.5.” The letter mirrors the language of Request #2 made by Mr. Sinton.

[29] In a reply of August 9, 2022, Mr. Frank addresses his obligation to his own client (the Declarant) and indicates that he was not involved with the creation of the consent application (to the Town which became By-law No.5). He further states that:

my office was simply directedto obtain the Consent certificate from the Town and register the By-law to complete the easement. The By-law was presented to my office signed, but I was not involved with counsel surrounding it in any other capacity other than the registration.

[30] I have not been provided with legal arguments from Mr. Sinton demonstrating that he would be entitled to instructions provided by the condominium corporation to counsel. The evidence I do have before me is that Mr. Frank was acting for the Declarant in registering By-law No. 5. This would explain why MVLCC No. 81 had no records showing an amount it paid for registering By-law No. 5. I find that MVLCC No. 81 has provided a reasonable excuse for not providing that record.

[31] In Request #2, Mr. Sinton asks for records relating to the creation of By-law No.5 and the approval of By-law No.5 by owners. He asks for minutes of board meetings, results of a vote by owners, and legal advice sought or received by the condominium corporation concerning the creation of By-law No.5. Such records were not provided to Mr. Sinton and could not be found in the records of the corporation.

[32] Mr. Sinton states that he was a unit owner and bought before turnover from the Declarant. He says that it was only during Stage 2, that he became aware of By-law No.5. The existence of By-law No.5 was “completely unknown and undisclosed” to him. He states that it would have been:

impossible for me not to know about Bylaw 5: A unit owners’ meeting would have been called, and written information on the proposed bylaw would have been circulated, and the results of a vote would have been in minutes circulated to me as a unit owner.

There appear to be only two possibilities: a. The meeting and vote did occur, but all the records are missing; or b. The meeting to approve Bylaw 5 was never called or held, and so it was not approved by the required majority of all unit owners, yet Bylaw 5 was apparently registered stating it was.

[33] At some point, prior to the start of this hearing, MVLCC No. 81 became aware of the absence of a voting record by owners on By-law No.5. This is likely as a result of Mr. Sinton’s request for records. Based on the facts before me, MVLCC No. 81 made efforts to rectify the absence of such a record, which is described in the

paragraph that immediately follows. I find there was no refusal to provide the record without a reasonable excuse.

- [34] A motion to ratify By-law No.5 was brought forward as an agenda item at MVLCC No. 81's June 2022 AGM (annual general meeting). This was commenced before this Stage 3 hearing was underway. MVLCC No. 81 has indicated that the voting results on the ratification of By-law No.5 from the June 2022 AGM will "be reflected in the draft June 2022 AGM minutes presented for consideration at the 2023 AGM". Under the Tribunal's jurisdiction over section 55(1) of the Act relating to a condominium's obligation to keep adequate records, I order that the condominium include an addendum in the AGM minutes to provide a clear explanation that this vote is a ratifying vote, performed long after the by-law was registered, on account of a lack of records of the corporation showing whether the by-law had previously been approved, as required by section 56 of the Act. I do so to ensure that the minutes of the AGM are adequate representations of the purposes of this motion and this vote.

Issue 5: Did MVLCC No. 81 maintain adequate records in accordance with s. 55(1) of the Act?

- [35] Mr. Sinton is dissatisfied generally with the records that were kept by MVLCC No. 81 and I find this to be related to a governance issue, over which this Tribunal does not have jurisdiction, rather than a records issue, per se. Section 55(1) of the Act states that a corporation "shall keep adequate records" and sets out a list of the records which must be kept. Mr. Sinton refers to the Act to establish the standard of records the condominium corporation is required to maintain. He maintains that there is a "wider minimum standard of records the Respondent has failed to meet". He refers to records that were not provided to him by the condominium corporation because they do not exist and/or because they are tied to governance issues which are beyond the jurisdiction of this Tribunal, at this time.

- [36] Mr. Leagult testified that prior to hiring a condominium manager the records of the corporation were kept in binders, and that these were provided to the manager, when management was hired. Mr. Verkuyl testified that the records provided to him by the self managed board "were missing records that were never provided to us (management) and may never have been created...." I do note the efforts of the current board and management to rectify past wrongs and do better on a going forward basis. Based on my findings on the issues above and the submissions provided, I conclude that MVLCC No. 81 has not kept adequate records, and note the current efforts of the condominium corporation.

Issue 6: Should MVLCC No. 81 pay a penalty under s. 1.44 (1) 6 of the Act, for refusal to provide requested records without a reasonable excuse?

- [37] Section 1.44(1)(6) of the Act provides that the Tribunal may order a penalty if it finds that the condominium corporation has, without reasonable excuse, refused to

permit an owner to examine or obtain records. Mr. Sinton asks for the maximum penalty of \$5,000 to be awarded in this case. Given that I have found that there was no refusal to provide the various records requested without a reasonable excuse, a penalty is not warranted.

Issue 7: What are other appropriate remedies in the circumstances of this case?

[38] Mr. Sinton requests additional remedies that relate to governance matters that are not within the current jurisdiction of the Tribunal. Mr. Sinton also asks that I order the former board of directors of MVLCC No. 81 and the current condominium manager to take the directors training required by the Condominium Authority of Ontario. I decline to make such an order. The professional training of a condominium manager is not within the jurisdiction of this Tribunal. The training of past board members is not relevant if they do not currently serve on the board of directors. Any newly elected board directors would have to meet training requirements under the Act.

Issue 8: What order should the Tribunal make in relation to the parties' costs of the proceeding?

a. Should there be an award of Tribunal fees?

[39] Under s. 1.44 (1) 4 of the Act and the Tribunal's rules, a successful party is entitled to reimbursement of Tribunal fees. The Applicant has been partly successful in this case before the Tribunal. I award costs to Mr Sinton for the Tribunal fees that he filed for both cases in the amount of \$275. This amount is comprised of \$75 for Stage 1 and Stage 2 of file 2021-00435R and \$200 for the three stages in file 2022-00217R.

b. Should legal costs be awarded to either party?

[40] On January 1, 2022, the Tribunal issued a Practice Direction: "Approach to Ordering Costs." The Practice Direction sets out factors to be considered in assessing an Order for Costs. One factor cited in the Tribunal's Practice Direction is whether and how parties attempted to resolve issues before costs were incurred. Other factors to be considered include: whether a party or representative's conduct was unreasonable, for an improper purpose, or causes a delay or expense; whether the case was filed in bad faith or for an improper purpose; the conduct of all parties and representatives; and the potential impact an order for costs would have on the parties.

[41] Each of the parties presented a Bill of Costs. Mr Sinton, although self-represented, had a legal representative that served as an observer to the proceedings and provided assistance at various junctures. This Tribunal is supportive of self-represented parties and the unbundling of legal services so that individuals may seek legal advice when they feel it is needed. It would be unusual to award legal costs when a party has not been successful in their application. In this case, Mr. Sinton was only partially successful before this Tribunal and therefore I will not

award his legal costs.

[42] MVLCC No. 81 presented details from their Bill of Costs that allocates specific docket entries that it claims relate to specific behaviour of Mr. Sinton that breached Rule 48.2 of the Tribunal's Rules of Practice. The condominium corporation has incurred over \$26,000 in legal costs. Given the length of this proceeding, and the efforts made by Counsel to represent the condominium corporation, I do not find the total amount of legal fees, unexpected. MVLCC No. 81 seeks between 26% to 39% partial indemnity of its total costs which is an amount between \$6,868 and \$10,174 in legal costs.

[43] Witnesses for the condominium corporation testified that the MVLCC No. 81's budget is modest. Mr. Harwood, a current director, testified that the condominium corporation is evaluating levying a special assessment to pay for the legal costs. I note that he disparagingly referred to the legal costs as a "Sinton tax". This is not appropriate, nor a fair characterization.

[44] Rule 48.2 of the Tribunal's Rule of Practice states:

The CAT generally will not order one Party to reimburse another Party for legal fees or disbursements ("costs") incurred in the course of the proceeding. However, where appropriate, the CAT may order a Party to pay to another Party all or part of their costs, including costs that were directly related to a Party's behaviour that was unreasonable, undertaken for an improper purpose, or that caused a delay or additional expense.

[45] MVLCC No. 81 submits that Mr. Sinton has made unreasonable demands. The condominium corporation suggests that he has engaged in behaviour that "...unnecessarily prolonged the case and did not follow the Tribunal's directions.(and that) there appeared to be choices intended to frustrate the Tribunal, the Respondent and its counsel."

[46] I do not find that Mr Sinton's behaviour rises to the level outlined in cases cited by the condominium corporation. I find that based on the facts, Mr Sinton's records requests relate to his interest as an owner, having regard to the purpose of the Act. I agree that Mr. Sinton overprepared material and often ignored page limit restrictions. He introduced matters that relate to governance and other subjects not within the jurisdiction of this Tribunal, including concerns of safety and costs of maintaining a private road. He also posed multiple questions to witnesses that were not relevant to the specific records issues and which the Tribunal did not allow. The condominium corporation asserts that Mr. Sinton's behaviour has sometimes been unreasonable, or undertaken for an improper purpose. I do not find that the purpose was improper.

[47] Mr. Sinton was methodical and detailed. There is little doubt that this hearing has been protracted and lengthy, but I am not prepared to find that Mr. Sinton had purposeful intention to cause delay or additional expense. I make no award of costs to MVLCC No. 81.

[48] Mr. Sinton asks to be credited with his proportionate share of the legal expenses and costs incurred by MVLCC No. 81. The condominium corporation submits that “the Act does not permit this Tribunal to order relief concerning regular budgeted common expenses nor any special assessments levied by a condominium corporation, and the Applicant has not pleaded any law to support this”. If I were to award legal costs, it might be appropriate to include a exemption from such costs, in favour of an owner. Since I make no such costs award, the Respondent is correct that such an order sought by Mr. Sinton cannot be made.

E. ORDER

[49] The Tribunal Orders that:

1. Within 30 days of the date of this decision, MVLCC No. 81 is to provide Mr. Sinton with written authorization directed to the Town of Huntsville, permitting them to directly provide Mr. Sinton with an unredacted copy of the consent application. For greater clarity the consent application may be identified as dealing with the consent to provide a right of way dated February 2, 2017 and sworn by Commissioner (of Affidavits) Julie Anne Legett. Mr. Sinton is responsible to the Town for any applicable fees for such a record and is to provide the Town with a full copy of this decision. It remains the sole discretion of the Town as to whether or not they are able to provide an unredacted copy of the consent application.
2. MVLCC No. 81 is to include an addendum to the 2022 AGM minutes regarding the 2022 AGM vote to ratify By-law No.5. This addendum is to specify that this vote was made in the absence of any prior board of director meeting minutes on By-Law No. 5, and in the absence of a record of a previous vote of owners on the approval of By-law No.5, despite the fact that By-law No. 5 is already registered on title.
3. Within 30 days from the date of this Order, MVLCC No. 81 shall pay Mr. Sinton the Tribunal filing fee in the amount of \$275.

Anne Gottlieb
Member, Condominium Authority Tribunal

Released on: July 17, 2023