

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: June 11, 2024

CASE: 2024-00288SA

Citation: Barnes v. Middlesex Vacant Land Condominium Corporation No. 696 et al,
2024 ONCAT 80

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

Member: Marc Bhalla, Member

The Applicant,

Linda Barnes
Self-Represented

The Respondent,

Middlesex Vacant Land Condominium Corporation No. 696
Represented by Karey Prashad, Agent

Cijo Thayyil Thomas
Self-Represented

Hearing: Written Online Hearing – May 21, 2024 to June 4, 2024

REASONS FOR DECISION

A. INTRODUCTION

- [1] On November 24, 2023, the parties entered into a Settlement Agreement. The agreement resolved CAT case 2023-00493N. The settlement spoke to the way the unit owner Respondent keeps their yard, including cutting grass and weeds. It referenced various sections in the governing documents of the condominium community and role of the condominium corporation in ensuring compliance therewith.
- [2] The Applicant alleges the Respondents are in breach of the Settlement Agreement.

B. ISSUES & ANALYSIS

Are the Respondents in breach of the Settlement Agreement?

- [3] The Applicant presented a series of photos of the Respondent unit owner's yard. They recounted the history of their issues with the yard, before and after entering into the Settlement Agreement.
- [4] In April 2024, the Applicant contacted condominium management with concern

about a breach of settlement terms. They allege the Respondent unit owner then cut only some grass and pulled only some weeds on May 4-5, 2024. The Applicant claims the same partial maintenance in mid-May. They were not satisfied with what they present as incomplete yard maintenance on the part of the Respondent unit owner and view it as a breach of settlement.

- [5] The Respondent unit owner denies a violation and alleges harassment on the part of the Applicant. They suggest that “ego and racism” are behind the pursuit of this case. The Respondent offers a list of issues they have with the Applicant which extend beyond the focus of this case.
- [6] The Respondent condominium does not consider there to be a breach of the Settlement Agreement. It offers a photo from May 29, 2024, where the yard in question is neat and tidy in support of this position.
- [7] The Applicant confirms the Respondent unit owner cut all their grass and weeds on May 26, 2024. The Applicant expressed satisfaction with this and stated about the yard, “It looks good”.
- [8] There is no need for me to order the Respondent unit owner to comply with the Settlement Agreement by cutting the grass and weeds in their yard as they have already. There is no remaining claim of a breach of the Settlement Agreement before me.
- [9] This case does not justify the use of the Tribunal’s resources. All parties are wrong. The issues are minor. The Respondent unit owner did not maintain their yard to the Applicant’s liking. The Respondent condominium could have more actively sought compliance. The Applicant was overly critical. The parties are encouraged to review their settlement terms and responsibilities. They are also reminded that they co-exist in community. The parties are expected to work better together in future.

C. ORDER

- [10] The Tribunal orders the case dismissed.

Marc Bhalla
Member, Condominium Authority Tribunal

Released on: June 11, 2024