**CONDOMINIUM AUTHORITY TRIBUNAL**

**DATE:** November 18, 2024
**CASE:** 2024-00444SA
**Citation:** Toronto Standard Condominium Corporation No. 2744 v. Meghan, 2024 ONCAT 169

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

**Member:** Mary Ann Spencer, Member

**The Applicant,**
Toronto Standard Condominium Corporation No. 2744
Represented by Angie Tracey, Counsel

**The Respondent,**
David Meghan
Self-Represented

**Hearing**: Written Online Hearing – August 9, 2024, to October 25, 2024

# REASONS FOR DECISION

## A. INTRODUCTION

[1] The Respondent, David Meghan, is the owner of a unit of Toronto Standard Condominium Corporation No. 2744 ("TSCC 2744" or the "corporation"). TSCC 2744 and Mr. Meghan were parties to case 2023-00500N which they resolved in Stage 1 – Negotiation with a settlement agreement dated October 26, 2023 (the "Agreement"). TSCC 2744 alleges that Mr. Meghan has violated certain terms of the Agreement and requests the Tribunal order his compliance. It also requests its costs in this matter. Mr. Meghan denies he has breached the Agreement and requests compensation for the time he has spent on this proceeding.

[2] In its application to the Tribunal, TSCC 2744 alleged that on May 26, 2024, Mr. Meghan breached clauses 2 and 3 f) of the Agreement by stealing food which had been delivered for another resident from the corporation's lobby. I advised TSCC 2744's Counsel that I questioned whether clause 2, which begins as an acknowledgement, comprised an enforceable term of the Agreement. I also advised that the Tribunal may not enforce terms of a settlement agreement that

relate to disputes over which it has no jurisdiction, and I questioned whether the alleged behaviour fell within that jurisdiction. I asked Counsel to address these questions in her case submission.

[3] When TSCC 2744's case submission was received, the corporation included a second incident of an alleged theft of a food delivery and clarified that the alleged perpetrators in both incidents were guests of Mr. Meghan. The submission also included new allegations that Mr. Meghan had breached clauses 2 and 3 b) of the Agreement by creating unreasonable noise on two occasions.

[4] While Mr. Meghan had not been previously informed of the additional alleged breaches of the Agreement, I allowed their addition to TSCC 2744's case. Because disputes about violations of settlement agreements proceed directly to Stage 3 – Tribunal Decision, Mr. Meghan had not been prejudiced by their omission in the corporation's application. I provided him with ample time to respond to all of the allegations. I also invited him to respond to TSCC 2744's submission with respect to jurisdiction.

[5] For the reasons set out below, I find that the Tribunal does have jurisdiction to address the alleged breaches of the Agreement related to food deliveries being taken from TSCC 2744's lobby. In this regard, I find that Mr. Meghan has breached clause 2 of the Agreement and I order his compliance. I find that he has not breached the Agreement with respect to the allegations relating to noise and therefore make no order in this regard. I also order him to pay costs of $125 to TSCC 2744 in respect of the Tribunal fees it paid. I order no other costs in this matter.

## B. ISSUES & ANALYSIS

[6] The issues to be decided in this matter are whether Mr. Meghan has breached clauses 2 and 3 f) of the Agreement with respect to food deliveries and clauses 2 and 3 b) with respect to noise. A further issue is whether the Tribunal should make any cost award.

[7] I questioned whether clause 2 is an enforceable term of the Agreement. There are five numbered clauses under the title "Settlement" in the Agreement. Clauses 1 and 2 read as follows:

> Details:
>
> 1. The Parties agree that there have been breaches by the Respondent, David Meghan, of the Applicant's governing documents, being the Declaration, By-laws, and Rules.

> 2. The Respondent acknowledges his obligation to comply with the governing documents and will comply strictly with them.

The first of two clauses numbered 3 in the Agreement sets out a list of specific "remediation steps" Mr. Meghan agreed to take. The corporation alleges Mr. Meghan has breached clauses 3 b) and 3 f):

> 3. The Respondent has and/or will take the following remediation steps within thirty (30) calendar days:
>
> …
>
> b. he will remove his soundbar and subwoofer, or any other noise projecting equipment, with the exception of a small speaker or television played at a reasonable level;
>
> …
>
> f. he will have food delivered straight to his unit door, instead of having it delivered to a common element area;

Given that clause 1 of the Agreement is clearly an acknowledgement and that clause 3 sets out specific undertakings, I questioned whether clause 2 was only an acknowledgement of the Respondent's obligation under s. 119 (1) of the *Condominium Act, 1998* (the "Act"). Section 119 (1) of the Act requires all owners and unit occupants to comply with a corporation's Declaration, By-laws and Rules.

[8] Counsel for the Applicant submitted that clause 2 is an enforceable term of the Agreement, pointing out that it is set out under the title "Settlement" and noting that it states Mr. Meghan "will comply". She submitted clause 2 should be read in the context of the entire Agreement, including its unnumbered introductory paragraphs. Two of those introductory paragraphs read as follows:

> … Mr. Meghan currently resides in the Unit and has continued to create nuisance issues, including persistently creating unreasonable noise that disturbs other residents and stealing food from the common elements that has been delivered for other residents.
>
> The Owner's actions are in contravention of s. 117 of the Condominium Act, 1998, in addition to s. 3.1 of TSCC 2744's Declaration and section 2 of its Rules.

Section 3.1 (a) states of TSCC 2744's Declaration states:

> Save as otherwise provided in this declaration, the Act, the by-laws and rules

> of the Residential Condominium, the Shared Amenities Agreement and the Master Site Agreement, each owner may make reasonable use of, and has the right to occupy and enjoy the whole or any part of the common elements, including those exclusive use common element areas designated to his or her unit in Schedule "F". However, no condition shall be permitted to exist, and no activity shall be carried on in any unit or on the common elements that is likely to damage the Building, or that will unreasonably interfere with the use or enjoyment, by other unit owners, of the common elements and the other units**,** or that results in the cancellation or threatened cancellation of any policy of insurance referred to in the declaration or otherwise in existence with respect to the Property.

Section 2 of the corporation's Rules relate specifically to noise.

[9] I accept Counsel's submission that clause 2 should be read in the context of the entire Agreement and that its intent is to secure Mr. Meghan's compliance with s. 3.1 (a) of the corporation's Declaration and s. 2 of its Rules. Therefore, I find clause 2 of the Agreement is an enforceable term with respect to these provisions. However, I caution the corporation that the broad wording of clause 2 should not be relied upon to obtain compliance with all breaches of its governing documents. The Agreement resolved case 2023-00500N. If breaches other than those which were raised in that case should arise, the corporation cannot bring them directly to Stage 3 – Tribunal Decision as an alleged breach of the Agreement, thereby denying Mr. Meghan access to the Tribunal's full process and procedural fairness.

**Food Delivery**

[10] The corporation alleges that on May 26, 2024 and August 3, 2024, guests of Mr. Meghan stole food which had been delivered for other residents from a table in the corporation's lobby. The corporation's position is that these incidents breach clauses 2 and/or 3 f) of the Agreement.

[11] I raised the question of the Tribunal's jurisdiction with the Applicant with respect to the alleged theft of food deliveries. Unlike its reference to s. 2 of its rules with respect to noise, the Agreement contains no reference to any specific provision of its governing documents that address the delivery of food.

[12] The Tribunal's jurisdiction is set out in Ontario Regulation 179/17 ("O. Reg. 179/17"). Section 1 (1) (d) (iii.2) states:

> 1. (1) The prescribed disputes for the purposes of subsections 1.36 (1) and (2) of the Act are,
>
> …

> (d) subject to subsection (3), a dispute with respect to any of the following provisions of the declaration, by-laws or rules of a corporation:
>
> …
>
> (iii.2) Provisions that prohibit, restrict or otherwise govern any other nuisance, annoyance or disruption to an individual in a unit, the common elements or the assets, if any, of the corporation.

[13] TSCC 2744's Counsel submitted that s. 3.1 of TSCC 2744's Declaration establishes the Tribunal's jurisdiction. I agree with Counsel's submission. The relevant wording of s. 3.1 (a) of the corporation's Declaration is "no activity shall be carried on in any unit or on the common elements that … will unreasonably interfere with the use or enjoyment, by other unit owners, of the common elements and the other units …" In past decisions, the Tribunal has found that provisions of a corporation's Declaration that contain similar wording do "prohibit, restrict or otherwise govern any other nuisance, annoyance or disruption" as set out in s. 1 (1) (d) (iii.2) of O. Reg. 179/17. In its decision in *Joury v. Metropolitan Toronto Condominium Corporation No. 1163,* 2022 ONCAT 135 (CanLII), at paragraph 19, the Tribunal wrote:

> While Article III 1. (a) of the declaration does not use the specific words 'nuisance', 'annoyance' or 'disruption' I find that the fact it prohibits "unreasonable interference" with the use or enjoyment of the common elements and/or the other Units … establishes the Tribunal's jurisdiction …

[14] Counsel also referred me to the Tribunal's decision in *Durham Standard Condominium Corporation No. 259 v. McGee et al.,* 2023 ONCAT 92 (CanLII). At paragraph 7, item 5, with respect to behaviours that had not been specifically addressed in the applicant corporation's governing documents, the Tribunal wrote:

> Likewise, urinating in the common elements and similar kinds of conduct are neither set out under sub-section 117 (2) of the Act nor specifically addressed in the condominium's declaration or rules. I daresay that it would be the unusual set of condominium documents that would refer to such behaviours specifically. Nevertheless, they reasonably invite description as nuisances or annoyances, at least, and I conclude that it is also reasonable to view them as being prohibited as such by the following provisions of the Applicant's rules: …

[15] The decision then refers to an article of the applicant corporation's Declaration which, similar to s. 3.1 of TSCC 2744's Declaration, prohibits activity that unreasonably interferes with the use or enjoyment, by other unit owners, of the units or common elements.

[16] Unreasonable interference with other owners' use of the common elements, and therefore the potential finding of a "nuisance", "annoyance" or "disruption" may self-evident in certain circumstances. For example, while not at issue before me, the Agreement contains a clause that requires Mr. Meghan to refrain from playing music on the common elements. With respect to food delivery, the interference with TSCC 2744's residents' "use and enjoyment" of the common elements is less apparent.

[17] It is helpful to understand how food delivery is managed at TSCC 2744. A resident is notified of delivery by the company food was ordered through. Dependent on the resident's instructions, the food may be left on a table set up in the lobby for that purpose or it may be delivered directly to the resident's door. Access to the building by the delivery person may be granted by the recipient through the corporation's Enterphone system or by concierge/security staff. Residents must be home to accept food deliveries.

[18] In this case, Counsel submitted that TSCC 2744's residents enjoy the convenience of using its common element lobby to receive and pick up their deliveries. That the lobby is intended for this use by residents is evident from the fact that the corporation has set up a table for this purpose. Counsel submitted that the frequency of thefts of resident deliveries constitutes a substantial interference with that use and noted that a number of such incidents took place before the Agreement was executed. In these circumstances, I agree that the activity of delivery theft is an unreasonable interference with other residents' use and enjoyment of the common elements as set out in s. 3.1 of TSCC 2744's Declaration.

[19] Jamie Morillo, TSCC 2744's condominium manager, testified that food deliveries ordered by residents on May 26, 2024 and August 3, 2024 were taken by individuals known to be frequent guests of Mr. Meghan. TSCC 2744 provided evidence in the form of incident reports indicating when the residents reported their deliveries missing and security system video recordings which substantiate that Mr. Meghan's guests, on admission to the building, took deliveries from the table in the corporation's lobby shortly before those reports were made. The corporation also provided the August 3, 2024, Enterphone log which shows the perpetrators were provided entry to the building by Mr. Meghan.

[20] On cross-examination, Mr. Meghan agreed that his guests took the food deliveries on May 26, 2024 and August 3, 2024. He submitted that they may have ordered food to be delivered to the building and then picked up other residents' deliveries by mistake. He argued that use of the common element lobby for private deliveries

is an inappropriate use of a communal space and increases the risk of orders going missing. He further submitted that he cannot be held responsible for the actions of his guests:

> Deliveries are often left in shared spaces like lobbies, and as the host, I cannot be reasonably expected to have complete control over where my guests' orders are dropped off or how they are handled by the delivery drivers.
>
> The settlement agreement does not obligate me to monitor or control where my visitors receive their food, nor does it hold me responsible for their actions without any direct proof of misconduct. The applicants unfounded claims are an unjust attack on my reputation, casting doubt on my honesty without any evidence to support such serious accusations.

[21] Further, in a response to a cross-examination question, he stated: “Owners should not be held accountable for actions that are beyond their direct influence or awareness, especially if they took reasonable precautions to their guests.”

[22] The evidence in this case persuades me that the food orders were deliberately taken by Mr. Meghan’s guests on May 26, 2024 and August 3, 2024. I dismiss Mr. Meghan’s argument that his guests may have had food delivered to the building and then mistakenly picked up the wrong deliveries. The way food deliveries are managed at TSCC 2744 indicates that a delivery person could only gain entry to the building if the delivery was for a building resident. Mr. Meghan did not claim that he himself had provided entry to delivery persons on behalf of his guests before their arrival.

[23] Mr. Meghan is not correct that he is not responsible for the actions of his guests. Section 119 (2) of the Act states:

> An owner shall take all reasonable steps to ensure that an occupier of the owner’s unit and all invitees, agents and employees of the owner or occupier comply with this Act, the declaration, the by-laws and the rules.

[24] Further, I find his arguments to be disingenuous. The background filed in this case indicates that he was informed of his responsibility for the conduct of his guests in a letter sent by legal counsel on April 18, 2023. That letter referred to multiple incidents both of unreasonable noise and of Mr. Meghan and his guests stealing food deliveries. Those incidents led to TSCC 2744 filing case 2023-00500N. While I note that the Agreement which resolved that case could and should have been worded more precisely, the unnumbered paragraphs set out above in paragraph 8 indicate its clear intent was to remedy these past violations. Given this history, Mr. Meghan should have taken steps to address his guests’ conduct. Notwithstanding

his cross-examination statement that owners should not be held accountable when "reasonable precautions" have been taken, he provided no evidence that any such precautions have in fact been taken. Rather, he submitted that it would have been a violation of the confidentiality provisions of the Agreement had he advised his guests of its content. I reject this submission; Mr. Meghan did not have to reveal the existence of the Agreement in order to have taken steps to ensure that the thefts stopped.

[25] I find that clause 2 of the Agreement has been breached; the theft of food deliveries ordered by other residents created unreasonable interference with those residents' use and enjoyment of the common elements, a violation of s. 3.1 of TSCC 2744's Declaration which I have found to be the applicable provision of the governing documents. I find that there is no breach of clause 3 f) of the Agreement. Clause 3 f) requires Mr. Meghan to have food delivered straight to his door instead of having it delivered to a common element area. Mr. Meghan did not place the delivery orders at issue. I will order Mr. Meghan to comply with clause 2 of the Agreement, specifically with regard to s. 3.1 of TSCC 2744's Declaration, by ceasing the removal of food deliveries intended for other residents from the common elements.

**Noise**

[26] TSCC 2744 alleges that Mr. Meghan created unreasonable noise on March 9, 2024 and July 13, 2024 in breach of clauses 2 and 3 b) of the Agreement. I have found that clause 2 is an enforceable term of the Agreement which requires Mr. Meghan to comply with the corporation's governing documents. The Agreement's introductory paragraphs indicate that the relevant governing document with respect to the allegations of unreasonable noise is s. 2 of the corporation's noise rules:

> 2 (a) each Owner, their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the units or Common Elements by other Owners or their respective families, guest(s), visitors, services and person(s) having business with them.
>
> (b) no noise shall be permitted to be transmitted from one unit to another. If the Board determines that any noise is being transmitted to another unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such unit fails to abate the noise, the Board shall take such steps, as it deems

> necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitor's fees).

[27] Ms. Morillo testified about two incidents of alleged unreasonable noise emanating from Mr. Meghan's unit. The first occurred on March 9, 2024. At 10:40 p.m., a resident complained about loud music coming from Mr. Meghan's unit. This resident testified that the noise, which she described as including screaming and banging, had started the evening before and had continued throughout the day. The incident report indicates that on receipt of the complaint security staff attended "promptly" at Mr. Meghan's door, confirmed the noise and, after getting no answer when they knocked on his door, called Mr. Meghan who agreed to lower the music volume. The resident complained again at 11:53 p.m. the following night. The incident report indicates that security staff again investigated the complaint by "promptly" going to Mr. Meghan's door but did not confirm there was noise.

[28] The second incident occurred on July 13, 2024, at 8:40 p.m. The incident report states that security staff "immediately" attended at Mr. Meghan's door where they recorded a video of decibel levels measured with a sound level meter. The video recording shows readings ranging between 52.2 and 62.7 decibels over its 13 second length.

[29] Mr. Meghan denies that he made unreasonable noise on either March 9, 2024 or July 13, 2024. In support of his position, he referred me to three Tribunal decisions in his closing submission. While he included full case citations, it appears that the citations may have been generated with AI assistance. A thorough search revealed that none of the cited cases exist. Further, they are dated before January 1, 2022, the date when the Tribunal's jurisdiction expanded to include nuisance disputes. Therefore, I have not considered any of these decisions' findings to which Mr. Meghan referred.

[30] With respect to the March 9, 2024, complaint, Mr. Meghan submitted that the complainant had recently suffered the loss of a family member and therefore was overly sensitive. With respect to the July 13, 2024 incident, he submitted that there was no evidence that the corporation's sound level meter had been correctly calibrated; that the incident occurred at an hour when noise is not prohibited by the City of Toronto's noise by-law; and, that his own Internet research indicated that 70 decibels is the level at which noise is considered to be disturbing. He also submitted a video he made using a sound level meter which demonstrates that the level recorded was higher when he was in the hallway than it was when he walked into his unit. Finally, a neighbour testifying on his behalf wrote that he hears no noise from Mr. Meghan's unit.

[31] I reject Mr. Meghan's arguments. He is speculating about the complainant witness' sensitivity. There is no evidence to indicate that the corporation's sound level meter was incorrectly calibrated or in fact that Mr. Meghan's own sound level meter was properly calibrated. Further, while the video Mr. Meghan submitted shows decibel readings which are higher in the hallway than in his unit, there is no discernible music playing in his unit on that video. And, while Mr. Meghan uploaded an excerpt from the City of Toronto's website that indicates noise is permitted until 11 p.m., the *Toronto Municipal Code Chapter 591* sets out both time frames and permissible decibel levels for different sources of noise as well as details on how it is to be measured. It also prohibits unreasonable and persistent noise. More importantly, the City of Toronto's by-law is not the determinant of whether there is unreasonable noise at TSCC 2744; rules 2 (a) and (b) state this is determined by the Manager and/or the Board. However, there must be some objective basis for that determination.

[32] An individual's perception of noise is necessarily subjective. The fact that an individual complains is not sufficient proof that what they find to be disruptive is in fact unreasonable. Nor is the fact that sound may not disrupt other residents' proof that there is no unreasonable noise. For this reason, I do not find Mr. Meghan's neighbour's testimony that he does not hear noise from Mr. Meghan's unit to be compelling; as TSCC 2744's Counsel submitted, noise travels in a building and the fact the neighbour is not disturbed does not mean other residents are not.

[33] The frequency and duration of noise and the time of day at which it occurs are all considerations in determining whether noise is unreasonable. In cases where there are complaints from multiple residents, that determination may be relatively straightforward. However, in this case, there was only one complainant in each of the two incidents the corporation alleges were a breach of the Agreement. In such cases, decibel readings may be a helpful determinant. However, decibel readings taken in the hallway outside a unit's door only serve to confirm a sound's source; they are not indicative of the noise level a complainant is experiencing in their own unit. I note that one of the clauses in the Agreement, although not at issue in this case, requires that Mr. Meghan acquire a sound level meter and take readings from time to time. The implication is that decibel readings will somehow be determinant. However, the Agreement is unfortunately silent on what would comprise an acceptable level, bringing into question the efficacy of this clause.

[34] The March 9, 2024 incident report indicates that security staff determined that noise was emanating from Mr. Meghan's unit by attending at his door. There is no evidence that they assessed the noise level in the complainant's unit. Moreover, the incident report indicates Mr. Meghan was co-operative when advised that

noise from his unit was disturbing another resident and in fact, the resident's complaint the following day was not confirmed by security staff. I acknowledge that the complainant in this incident testified that the noise had started the previous evening and had continued all day and, given her complaints, I do not doubt she was disturbed. However, there is insufficient objective evidence to establish that the noise was unreasonable.

[35] On July 13, 2024, while security staff did take decibel readings and those readings do appear to be high, they were taken outside Mr. Meghan's door. Again, there is no evidence that staff assessed the noise level in the complainant's unit. Nor is there any evidence that Mr. Meghan was contacted and given an opportunity to address it.

[36] The evidence is insufficient to persuade me that there was unreasonable noise on either March 9, 2024 or July 13, 2024. Therefore, I find that Mr. Meghan did not breach clause 2 of the Agreement with respect to compliance with s. 2 of the corporation's noise rules. Clause 3. b) of the Agreement requires Mr. Meghan to remove certain audio equipment and to play his music at a reasonable level. The corporation only asserted that music was not being played at a reasonable level and I note that Mr. Meghan submitted photographs of his unit which indicate the audio equipment is not present. Therefore, I also find that clause 3. b) of the Agreement has not been breached and I issue no compliance order with respect to noise.

## C. COSTS

[37] TSCC 2744 requests the Tribunal order reimbursement of the $125 it paid in Tribunal fees and costs of $7,838.60, representing a portion of the $11,753.65 in legal fees it incurred with respect to this proceeding. Mr. Meghan requests "$1,000 to $2,000" as compensation for the time he spent on this proceeding.

[38] The cost-related rules of the Tribunal's Rules of Practice applicable to this case are:

> 48.1 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.
>
> 48.2 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.
>
> …
>
> 49.1 The CAT generally will not order one Party to pay another Party compensation for time spent related to the CAT proceeding.

[39] TSCC 2744 was partially successful in this matter. I have found that Mr. Meghan breached the Agreement with respect to incidents of the theft of food delivery and I am ordering his compliance. Therefore, I am ordering Mr. Meghan to pay TSCC 2744's $125 in respect of the Tribunal fees it paid.

[40] The award of costs is discretionary. In considering whether costs should be awarded, I am guided by the "Tribunal's Practice Direction: Approach to Ordering Costs" which, among the factors to be considered, includes: the conduct of all parties and representatives; whether the parties attempted to resolve the issue in dispute before the CAT case was filed, the potential impact an order for costs would have on the parties and the provisions of the corporation's governing documents.

[41] There were no issues with the conduct of the parties in this matter. While there were delays in the proceeding when extensions of time for response were requested, both parties made those requests. I also find that the application was not improper as suggested by Mr. Meghan in his submission that the corporation's claims were both baseless and "reckless." As noted, I have found that clause 2 of the Agreement has been breached with respect to theft of food deliveries.

[42] There is no evidence that TSCC 2744 attempted to resolve this matter before it filed its application with the Tribunal. In fact, the allegations with respect to noise violations were not raised until the corporation's case submission was received. In this regard, TSCC 2744's Counsel referred me to the Tribunal's decision in *Middlesex Standard Condominium Corporation No. 764 v. Segun-Idahor et al.*, 2023 ONCAT 135 (CanLII), a case where the Tribunal awarded costs on a partial indemnity basis although the respondent had not been informed of the alleged violations of the settlement agreement before the case came before the Tribunal.

[43] I recognize that clause 4 of the Agreement states "If there are any breaches to the Settlement Agreement, and further intervention of the CAT is necessary, then the Application [*sic*] will be entitled to recover all legal costs incurred on a full-indemnity basis." I also recognize that TSCC 2744 is seeking costs on a partial indemnity basis. However, regardless of the terms of the Agreement, the award of costs remains within the discretion of the Tribunal. I have found that the evidence

substantiated only the alleged breaches relating to food delivery. Rule 48.2 of the Tribunal's Rules of Practice is clear that the Tribunal will not generally award the reimbursement of legal fees. Similarly, with respect to Mr. Meghan's claim for compensation for the time spent on this proceeding, Rule 49.1 of the Tribunal's Rules of Practice is clear that parties will not generally be compensated for time spent related to a proceeding. That parties will need to spend time on a Tribunal matter is to be expected. In this case, I find no basis to award costs in respect of either the legal fees incurred by the corporation, or the time Mr. Meghan spent on this proceeding.

## D. ORDER

[44] The Tribunal orders that:

1. David Meghan shall comply with clause 2 of the Settlement Agreement dated October 26, 2023. Specifically, he shall comply with s. 3.1 of TSCC 2744's Declaration by ceasing the removal of food deliveries intended for other residents from the common elements.

2. Within 30 days of the date of this decision, David Meghan shall pay $125 to TSCC 2744.

Mary Ann Spencer
Member, Condominium Authority Tribunal

Released on: November 18, 2024