

## CONDOMINIUM AUTHORITY TRIBUNAL

**DATE:** February 11, 2025

**CASE:** 2024-00661N

**Citation:** Guo v. Toronto Standard Condominium Corporation No. 2842, 2025 ONCAT 24

Order under section 1.41 of the *Condominium Act, 1998*.

**Member:** Anne Gottlieb, Member

**The Applicant,**

Xiaojun Guo

Self-Represented

**The Respondent,**

Toronto Standard Condominium Corporation No. 2842

Represented by Maria Dimakas, Counsel

**Submission Dates:** January 27, 2025, to February 5, 2025

### **DISMISSAL ORDER**

- [1] The Applicant filed an application with the Condominium Authority Tribunal (CAT), disputing the Respondent condominium corporation's indemnification charges in the sum of \$2,288.25. The case proceeded to Stage 2 – Mediation on December 11, 2024.
- [2] Under Rule 34.3 of the CAT's Rules of Practice, the CAT can close a case in Stage 2 – Mediation if the CAT determines that that it has no legal power to hear or decide the dispute.
- [3] A Notice of Intent to Dismiss was provided to the parties on January 27, 2025. Both parties made submissions to the Tribunal on the Notice of Intent to Dismiss. The sole issue to be decided is whether the Tribunal has the legal power to hear or decide the Applicant's case.
- [4] The Applicant and Yusuf Li are the owners of a unit that was occupied by a tenant. The lawyers for the condominium corporation sent letters to the owners dated June 28, 2024, and July 5, 2024, ("the letters"), regarding threatening and discriminatory statements made by the tenant.

- [5] The letters detail the former tenant's behaviour directed at a security guard, which appear very serious. The letters advise the owners that the behaviour constitutes workplace harassment and violations of the *Occupational Health and Safety Act, 1990* ("OHSA") as well as section 117 of the *Condominium Act, 1998* (the "Act") and the condominium corporation's Declaration. The June 28, 2024, letter also advises the owners that they are required to indemnify the condominium corporation for any legal costs related to this matter. The owners terminated the tenant's lease, and the tenant moved out of the unit.
- [6] The Tribunal has jurisdiction to hear and decide disputes concerning indemnification or compensation, if such disputes fall within the scope of clause 1(1)(d) of Ontario Regulation 179/17 ("O. Reg. 179/17"). Those disputes include disputes with respect to provisions in the declaration, by-laws or rules of a condominium corporation that prohibit, restrict or otherwise govern:
- i. pets or other animals;
  - ii. vehicles;
  - iii. parking and storage;
  - iv. unreasonable noise that is a nuisance, annoyance or disruption;
  - v. odour, smoke, vapour, light and vibration;
  - vi. any other nuisance, annoyance or disruption; and,
  - vii. the indemnification or compensation of the corporation, an owner or a mortgagee regarding the foregoing.
- [7] Pursuant to subsection 1(3) of O. Reg. 179/17, the Tribunal does not have jurisdiction to hear and decide disputes, respecting indemnification or compensation, if the dispute is with respect to subsection 117(1) of the Act.
- [8] The Applicant submits that she "does not dispute the harassment investigation, nor... the provisions related to the OHSA or s. 117(1) of the Act". The Applicant relies on the mere fact that the application deals with indemnification, for her claim that the Tribunal has jurisdiction. She has not made any submissions that the disputed chargeback stems from a dispute prescribed by O. Reg. 179/17.
- [9] I have considered the contents of the letters sent to the owners, which clearly identify the corporation's concerns. They state that the tenant's abusive and harassing behaviour is prohibited under the OHSA and they outline the health and

safety concerns that fall under section 117(1) of the Act. Based on the evidence provided to me, I find that the indemnification charges in this case arise from OHSA violations as well as matters under section 117(1) of the Act. I find that the substance of this case does not fall within the enumerated categories set out in (i)-(vi) of clause 1(1)(d) of O. Reg. 179/17 and accordingly, the Tribunal does not have jurisdiction to hear this matter.

[10] As I have found that the Tribunal does not have the jurisdiction to hear this matter, the application is dismissed pursuant to Rule 34.3(f) of the Tribunal's Rules of Practice.

### **ORDER**

[11] The application is dismissed.

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Anne Gottlieb  
Member, Condominium Authority Tribunal

Released on: February 11, 2025