

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: April 21, 2025

CASE: 2025-00025N

Citation: Currie v. Metropolitan Toronto Condominium Corporation No. 973, 2025 ONCAT 61

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

Member: Victoria Romero, Member

The Applicant,

Robert Currie

Represented by Dale Wilson, Agent

The Respondent,

Metropolitan Toronto Condominium Corporation No. 973

Represented by Natalia Polis, Counsel

CONSENT ORDER

- [1] In the Condominium Authority Tribunal's (CAT) online dispute resolution system, the Parties agreed to settle this case in Stage 2 – Mediation. This mediation started on February 19, 2025 and ended April 09, 2025.
- [2] Under Rule 34.3 of the CAT's Rules of Practice, the CAT can close a case in Stage 2 – Mediation if the Parties agree to the CAT making a consent order that resolves the dispute.
- [3] Further to s. 1.44 (1) (7) of the *Condominium Act, 1998* (the "Act"), this order reflects a full and comprehensive resolution of all the issues between the parties and acknowledges that the resolution, although it goes beyond the original scope of the application and may have jurisdictional issues, represents a fair and appropriate remedy under the circumstances.
- [4] With the consent of the Parties, the CAT orders that this case has been resolved, based upon the terms and conditions set out in this consent order.

ORDER

Locker Rental Arrears

- [5] To settle all outstanding locker rental arrears for both locker units 31 and 36, to the date of this mediation, the Applicant will pay the all-inclusive amount of \$1320 via e-transfer to accounting@lashcondolaw.com within 30 days of the date of this Order, and Lash Condo Law will confirm receipt of payment in writing within 3 business days. The e-transfer must include the File Number #1045-011 as reference.
- [6] The Applicant agrees to enter into new locker rental agreements regarding lockers 11 and 31 within 30 days of the date of this Order. The annual amount to be paid for each new rental agreement would be \$660. The Applicant still can cancel the agreement if needed. Each party has copies of both unsigned rental agreements updated April 1, 2025.

Common Expenses Arrears

- [7] Both parties agreed that the Applicant does not owe any common expenses fees.

Lien Fees

- [8] The Applicant agrees to pay \$400 towards the lien fees associated with the lien registered on title to the Applicant's unit on July 24, 2024 in the amount of \$6564.
- [9] The parties agree that the outstanding payment, namely \$400, will be made via e-transfer to accounting@lashcondolaw.com within 30 days of the date of this Order, and Lash Condo Law will confirm receipt of payment in writing within 3 business days. The e-transfer must include the File Number #1045-011 as reference.

Chargeback Payment

- [10] To settle the issue of chargeback in full, the Applicant agrees to pay the all-inclusive amount of \$706.89 via e-transfer to accounting@lashcondolaw.com within 30 days of the date of this Order, and Lash Condo Law will confirm receipt of payment in writing within 3 business days. The e-transfer must include the File Number #1045-011 as reference.

Total Amount

- [11] For the sake of clarity, the total amount of above noted items is \$3746.89.

Removal of Lien

- [12] Upon receipt of the above noted payment amounts in full, Lash Condo Law LLP

shall discharge the lien registered on title within 3 business days. The Respondent will provide the Applicant with a copy of the discharge against the Applicant's Unit.

Legal Costs

- [13] The Applicant agrees to pay the fees outlined in the consent order only. Both parties agree not to seek recovery of any additional fees, legal costs or filing costs. The amount agreed upon in the consent order represents the full and final amount owed to Metropolitan Toronto Condominium Corporation No. 973.

Communication

- [14] Both parties, including any guests and/or occupants of the Applicant's unit, agree not to act in any aggressive or confrontational manner towards each other, and/or any other residents/owners of the Corporation.
- [15] All future communications to the board and/or management will be in writing, either by service request through the Condo Control program or via email admin@mdrcondo.ca, unless in the event of a genuine emergency. All future communications shall be respectful. The Respondent commits to respond to the Applicant's concerns as soon as reasonably possible. The current email address for communication with the Corporation shall be found on the Corporation's portal. If the Applicant requests for an in-person meeting, it must be done in writing. If the Respondent cannot resolve the concerns causing the Applicant to ask for said meeting in writing, the Respondent will arrange an in-person meeting taking the measures they deem necessary.
- [16] The Applicant, including any guests and/or occupants of the Applicant's unit, agree not to speak with or otherwise interact with the resident/owner whose parking space is located beside theirs. In the event that there is any reason that the Applicant, including any guests and/or occupants of the Applicant's unit, need to communicate with the subject resident/owner, they will do so in a respectful manner.

Parking

- [17] The Applicant, including any guests and/or occupants of the Applicant's unit, agree to use their best efforts to park their vehicle between the lines of their designated parking spot.

COMPLIANCE

- [18] If any of the Parties fails to comply with any of the terms of this order, it may be

enforced through the Ontario Superior Court of Justice.

Victoria Romero
Member, Condominium Authority Tribunal

Released on: April 21, 2025