

## **CONDOMINIUM AUTHORITY TRIBUNAL**

**DATE:** May 21, 2025

**CASE:** 2025-00126N

**Citation:** Metropolitan Toronto Condominium Corporation No. 562 v. Slatt, Grove, 2025 ONCAT 80

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

**Member:** Brian Cook, Member

**The Applicant,**

Metropolitan Toronto Condominium Corporation No. 562

Represented by Nasrudin Mumin, Counsel

**The Respondents,**

Carol Slatt,

Not participating

Sari Grove,

Not participating

**Hearing:** Written Online Hearing – April 14, 2025, to April 25, 2025

### **REASONS FOR DECISION**

#### **A. INTRODUCTION**

- [1] Metropolitan Toronto Condominium Corporation No. 562 (MTCC 562) brings this Application seeking an order that cats be removed from a unit.
- [2] Carol Slatt is the non-resident owner of a unit in MTCC 562. Her daughter, Sari Grove, resides in the unit with her partner. Ms. Grove owns two cats. MTCC 562 alleges that the cats are unneutered and produce an offensive odour from spraying urine that is very noticeable in the corridor outside the unit. MTCC 562 also alleges that the cats sometimes leave the unit unattended and roam the corridor resulting in soiling, and that cat litter from Ms. Groves' unit enters the common element corridor and elevator area, resulting in damage and additional cleaning costs.
- [3] The Respondents have not joined the case. MTCC 562 has provided copies of the

three notices of the Application that were delivered to both Respondents inviting them to join the case. I am satisfied that the Respondents received notice of the case and declined to participate. Because the Respondents declined to participate, the Application is decided based only on the evidence from MTCC 562. That evidence includes a detailed statement with attachments (referred to as “the statement”) from a member of the Board who lives in a unit on the same floor as the Respondents.

## **B. LEGISLATION AND RULES**

[4] Section 117(2) of the *Condominium Act, 1998* (the Act) provides as follows:

Section 117(2) No person shall carry on an activity or permit an activity to be carried on in a unit, the common elements or the assets, if any, of the corporation if the activity results in the creation of or continuation of,

(a) any unreasonable noise that is a nuisance, annoyance or disruption to an individual in a unit, the common elements or the assets, if any, of the corporation; or

(b) any other prescribed nuisance, annoyance or disruption to an individual in a unit, the common elements or the assets, if any, of the corporation.

[5] Ontario Regulation 48/01 prescribes the things that may be a nuisance, annoyance, or disruption and they include odour. Under Ontario Regulation 179/17, the Tribunal has jurisdiction over disputes related to a condominium’s rules respecting pets, and “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.”

[6] The relevant sections of the MTCC 562 Rules are as follows:

I.I: No Owner shall do or permit anything to be done or kept on the common elements or in any unit which will in any way increase the risk of fire or fire insurance premiums on the building, or on the property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the regulations of the local Fire Department or with any insurance policy carried by the Corporation, or conflict with any rules and ordinances of the local Board of Health or with any statute or municipal by-law.

3: No animal which is dangerous or which causes a nuisance, may be kept in any unit or upon the common elements...”

3.5: Pets shall not be permitted to defecate, urinate or cause any damage whatsoever upon the common elements, including balconies and patios. In the event a common element is soiled or damaged by a pet, the person accompanying the pet shall clean up and/or repair the damage.

3.7: Pets shall not be left unattended on balconies, patios or other common elements.

3.11: A pet shall be considered a nuisance if it makes noise that disturbs the comfort and quiet enjoyment of other residents; if it causes damage to the Condominium Corporation's property; or if it soils condominium property.

3.12: The owner of a pet shall be personally responsible for all costs associated with any damage or costs caused by their pet or a visiting pet to any part of the common elements.

## **C. EVIDENCE**

[7] According to the statement from the Board member, for the past two years there has been a strong cat urine odour coming from the Respondents' unit. The odour is described as a terrible stench which is offensive, pungent, repulsive, and pervasive.

[8] MTCC 562 has provided a document from the Canadian Veterinary Medical Association that discusses the benefits of neutering male cats. The document indicates:

Intact male cats mark their territory by spraying a strong-smelling urine on objects such as drapes, furniture and carpeting. Besides being unsanitary, the urine odour and stains are extremely difficult to remove. Castration is 90 percent effective in stopping urine spraying and also reduces the strong, unpleasant odour of male cat urine.

[9] The statement says that the cats sometimes roam the hallway where they sometimes spray resulting in soiling and additional odour. Cat litter that comes from the unit and ends up in the hallway and elevator area. A letter from the person who provides cleaning services for the building confirms the extra cleaning requirement and the difficulty of removing the odour and stains.

[10] The statement indicates that there have been several communications with the Respondents about the problem, including the fact that the cats are unneutered. The Respondents have indicated that the problems would be dealt with, but they have persisted. There have been multiple requests from the condominium management that the Respondents do something to stop the odour and soiling,

escalating to demands from counsel. Copies of this correspondence is attached to the statement. The statement indicates that the problems have persisted.

#### **D. CONCLUSIONS**

- [11] As noted, by not joining the case, the Respondents gave up the right to challenge the evidence provided. I find the evidence in the statement and attachments to be credible and see no reason to doubt the truthfulness of the evidence provided.
- [12] On the basis of the evidence before me, I find that odour caused by the cats is unreasonable and results in a nuisance for other residents. This is a contravention of section 117(2) of the Act and the MTCC 562 rules. I accept the evidence provided by MTCC 562 that the cats are sometimes allowed to leave the unit unattended resulting in soiling requiring extra cleaning. I also accept that litter or a substance used as litter, is tracked from the unit into the common areas. These things happen in a contravention of the MTCC 562 rules, noted above.
- [13] MTCC 562 seeks an order that the cats be removed. Pet owners typically have a strong emotional attachment to their pets and a requirement that pets be removed should not be considered lightly.
- [14] In this case, it appears that the problems related to spraying could be resolved if the cats were neutered. I have considered whether an order requiring that the cats be neutered would be a sufficient remedy. However, I note that this problem has been going on for several years during which the Respondents have apparently done nothing to address the spraying issue. In addition, neutering would not resolve the problem of the cats being allowed out of the unit unattended or the litter problem. The Respondents have received multiple letters asking them to remedy the problem, but nothing has happened.
- [15] On the basis of the evidence before me I must conclude that Sari Grove, the resident in the unit, has demonstrated an unwillingness or inability to comply with her obligations as a pet owner and resident in the Condominium. As the owner of the unit, Carol Slatt has a responsibility to the other owners and residents to ensure that any resident in her unit comply with the law and the condominium rules. She has failed to do that.
- [16] For these reasons, I order that the cats be removed from the unit within three weeks of the date of this decision. For as long as she lives in the unit, Ms. Grove is not permitted to obtain another cat without the consent of MTCC 562.

#### **E. COMPENSATION AND COSTS**

- [17] MTCC 562 seeks compensation for costs incurred before the Application was filed related to attempts to seek compliance with the Act and the condominium rules and the costs associated with bringing the Application.
- [18] The claimed compensation is \$904 (\$800.00 plus HST) for the cost of the June 21, 2024, letter sent to Carol Slatt by counsel, seeking compliance with the law and rules.
- [19] Section 1.8. of the MTCC 562 Rules says that an owner of a unit is responsible for all costs incurred by the Corporation in enforcing or attempting to enforce the Rules against them. Under section 1.44(1)(3) of the Act, the Tribunal may make an order directing a party to the proceeding to pay compensation for damages incurred by another party to the proceeding as a result of an act of non-compliance.
- [20] I find that the claimed costs for the pre-Application period are reasonable and proportionate. I accept that counsel time was required to gather the relevant information and prepare the letter of June 21, 2024. I order Carol Slatt to pay MTCC 562 \$904 as compensation for attempts made before bringing the Application to have the Respondents comply with the law and rules.
- [21] Rule 48.2 of the Tribunal's Rules provides:
- 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.
- [22] The Tribunal's rule says that the Tribunal will generally not make an award for costs incurred in the course of the Tribunal's proceeding. This case proceeded as a "default" case because the Respondent's did not join the case. As a result, the Respondents' behaviour during the proceeding is not relevant. I conclude that an award for costs incurred in the course of the proceeding is not warranted.
- [23] Rule 48.1 of the Tribunal's Rules provides that if a Tribunal 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.
- [24] The CAT fees in this case were \$150. Ms. Slatt is ordered to pay MTCC 562 \$150.

**F. ORDER**

[25] The Tribunal Orders that:

1. Within three weeks of the date of this Order, the cats living in the unit owned by Carol Slatt and occupied by Sari Grove must be removed.
2. For as long as she lives in the unit, Ms. Grove is not permitted to obtain another cat without the consent of MTCC 562.
3. Within three weeks of the date of this Order, Carol Slatt shall pay MTCC 562 \$904 as compensation for costs incurred seeking compliance with the Act and rules before the Application was filed.
4. Within three weeks of the date of this Order, Carol Slatt shall reimburse MTCC 562 the \$150 paid in CAT fees.

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Brian Cook  
Condominium Authority Tribunal

Released on: May 21, 2025