

## CONDOMINIUM AUTHORITY TRIBUNAL

**DATE:** June 11, 2025

**CASE:** 2024-00449N

**Citation:** York Condominium Corporation No. 441 v. Tel-E Connect Systems Ltd.,  
Green Planet Bio-Fuels Inc., 2025 ONCAT 97

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

**Member:** Laurie Sanford, Member

**The Applicant,**

York Condominium Corporation No. 441

Represented by Darlene Mezzabotta, Paralegal

**The Respondents,**

Tel-E Connect Systems Ltd.

Represented by David Fogel, Counsel

Green Planet Bio-Fuels Inc.

Represented by Simone Bilato, Counsel

### **CONSENT ORDER**

- [1] In the Condominium Authority Tribunal's (CAT) online dispute resolution system, the Parties agreed to settle this case in Stage 3 - Tribunal Decision.
- [2] Under Rule 43.1 of the CAT's Rules of Practice, the CAT can close a case in Stage 3 - Tribunal Decision if the Parties agree to the CAT making a consent order that resolves the dispute.
- [3] 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**

- [4] The parties agree to consent to the following terms:
- [5] The Tenant shall comply with s. 117(2) of the Condominium Act, 1998 (the "Act") which reads:

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.

- [6] The Tenant shall comply with the Corporation's rules regarding nuisance, parking and storage, garbage, and vehicles including but not limited to:

**Rule 3:** No owner of any unit shall do or permit anything to be done in his unit, or bring or keep anything therein which will in any way increase the risk of fire, or the fire insurance premiums on any building, or on property kept herein, and no owner shall do or permit anything to be done in his unit 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 City of Toronto Fire Department, or any insurance policy carried by the Corporation or conflict with any of the Rules and Ordinances of the local Board of Health, or with any municipal by-law or any provincial or federal statute (sic) or regulation.

**Rule 15:** Owners, tenants, and their visitors, guests, customers, clients, patients, employees or contractors or others doing business with the owners shall not create or permit the creation or continuance 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 tenants or their guests, visitors, clients, patients, employees or contractors and persons having business with them.

**Rule 25:** The sidewalks, entry passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress to and from their respective units.

**Rule 27:** No motor vehicle shall be driven or parked on any part of the common elements, other than on a driveway or parking space specifically designated for that vehicle.

**Rule 29:** Parking spaces measure 9 ft. wide by 18 ft. long. Only vehicles, which fit entirely within the boundaries of one single parking space (i.e. one vehicle to on (sic) parking space) may park on the common elements must be of the following type only.

A) a private passenger automobile, including a sport utility vehicle, a station

wagon or minivan:

B) a van, truck, or commercial transport vehicle, so long as these fit with the designated boundaries of one parking space.

**Rule 34:** No repairs other than minor emergency repairs shall be made to any motor vehicle parked or left standing in any parking space or upon the common elements or exclusive use common elements. No oil or liquid changes may be performed on any part of the common elements. In the event this Rule is breached, and the common elements are damaged, all charges to repair or clean the common elements will be charged to the owner. Each owner shall maintain his parking space in a clean and slightly condition.

[7] Only as it relates to the Tenant, Green Planet, the Corporation shall permit the following exemptions:

**Exemption to Rule 25, 27, and 34**

a) Green Planet shall be permitted to utilize the common elements, as they have been doing, and will install a wash bay inside units 28-30 at their own cost and in accordance with all applicable permits; the installation shall be completed within three months of the date of this Order and the Corporation shall grant a reasonable extension provided that appropriate documentation is provided to the Corporation and reasonable progress on the installation is being made; once the wash bay installation is complete, washing in the common elements will immediately cease.

b) Green Planet shall be permitted to park its vehicles in front of the bay door on the west side and the bay door on the southeast side of the building, to load and unload its vehicles and equipment.

c) Green Planet shall be permitted to have the large oil tractor-trailer trucks, attend the Condo, and park in front of the bay door on the west side of the building for the purposes of the oil transfer (the "**Oil Transfer**").

d) Green Planet shall only be permitted to have third parties attend the Condo and complete the Oil Transfer on Monday-Friday between 6:00 p.m. and 6:00 a.m.

e) Green Planet shall only be permitted to have third parties attend the Condo and complete the Oil Transfer on Saturdays and Sundays and/or holidays, at any time.

**Exemption to Rule 29**

f) Green Planet shall be permitted to use three of the six Green Planet Parking

Spots at the rear of the Condo as overflow and to park those vehicles that do not comply with Rule 29 overnight.

- [8] Only as it relates to the Tenant Green Planet, the Respondents shall comply with the Corporation's declaration Article XII (2) and s. 119(1) of the Act and comply with the Act and the Corporation's declaration and rules, save and except for the exemptions in paragraph 7.

- [9] Article XII (2) of the declaration reads:

All present and future owners, tenants and residents of units, their visitors, customers, clients, patients, employees or others doing business invitees or licensees, shall be subject to and shall comply with the provisions of this declaration, the by-laws, and any other rules and regulations of the corporation.

- [10] Section 119 (1) of the Act reads:

A corporation, the directors, officers and employees of a corporation, a declarant, the lessor of a leasehold condominium corporation, an owner, an occupier of a unit and a person having an encumbrance against a unit and its appurtenant common interest shall comply with this Act, the declaration, the by-laws and the rules.

- [11] Only as it relates to the Tenant, Green Planet, the Owner shall comply with the Corporation's declaration Article IV 1(c) and s. 119(2) of the Act regarding the Tenant(s), save and except for the exemptions in paragraph 7.

- [12] Article IV 1(c) of the declaration reads:

(1) The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

(c)The owner of each unit shall comply and shall require all tenants, residents, visitors, customers, clients, employees, or other doing business with the owner or occupant of the unit to comply with the Act, this declaration and the by-laws and the rules and regulations passed pursuant thereto;

- [13] Section 119(2) of the Act reads:

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.

- [14] The Tenant agrees to pay costs of \$13,000 all-inclusive (thirteen thousand

dollars) to the Corporation within 30 days of the date of this Order, and if the Tenant fails to pay the costs, the Owner shall pay the costs within 45 days of the date of this Order.

- [15] Any reasonable costs of enforcing this Order shall be borne by the Tenant and if not paid by the Tenant shall be paid by the Owner.

### **COMPLIANCE**

- [16] 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.

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Laurie Sanford  
Member, Condominium Authority Tribunal

Released on: June 11, 2025