

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: July 3, 2025

CASE: 2025-00037R

Citation: Chown v. Frontenac Condominium Corporation No. 19, 2025 ONCAT 112

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

Member: Ian Darling, Chair

The Applicant,

Adaire Chown,

Self Represented

The Respondent,

Frontenac Condominium Corporation No. 19

Represented by Mitchell Robinson, Counsel

Hearing: Written Online Hearing – April 4, 2025 to June 5, 2025

REASONS FOR DECISION

A. INTRODUCTION

- [1] Frontenac Condominium Corporation No. 19 (“the Respondent”) is a nine-unit condominium corporation located in a heritage property in downtown Kingston. The Applicant filed this case with the Tribunal regarding the adequacy of the Respondent’s minutes. This decision explains why I have decided that the five sets of minutes are adequate. I order \$500 in costs to be paid to the Respondent.
- [2] Adaire Chown (“the Applicant”) alleges that there are 67 specific defects across five sets of minutes. The Applicant asked the Tribunal to order the Respondent to amend and supplement these minutes. She further requested that the Tribunal order the Respondent to ensure future minutes are adequate.
- [3] The Respondent requested that the Tribunal dismiss the application and declare that it was brought for improper purposes (pursuant to Rules 4.6 and 19.1(d) of the Tribunal’s Rules of Practice).
- [4] Records cases are often byproducts of other disputes, where the content of the records is material to the larger issues in dispute. Records cases can also be a

proxy for concerns with how a corporation is being run. In this case, although the Tribunal is being asked to determine if the minutes are adequate, the context in which this dispute arises is important, the parties have been involved in disputes before the Tribunal previously¹. The Applicant is the former president of the corporation. A strong subtext to the dispute is that the Applicant believes the Respondent is not conducting itself how the Applicant feels it should. This is compounded by the fact that the Respondent appears not to accept the Applicant's criticism. I can make a finding on adequacy, but it is up to the community to decide how to move forward to resolve the underlying issues.

B. ISSUES & ANALYSIS

Are the Respondent's Board meetings minutes adequate?

- [5] This case deals with the minutes from January 26, March 22, June 12, July 8, and October 2, 2024. Both parties agree on the general legal standard for minutes as outlined in prior Tribunal cases: the standard is accuracy, not perfection; and the minutes should have enough detail to inform owners, so they understand what decisions are made and the rationale behind them, including financial implications. The parties acknowledge that minutes do not need to be verbatim transcripts. Finally, the parties agreed that minutes play a role in documenting corporate memory, though they differ on the extent of documentation required. In their submissions, both parties relied on prior CAT decisions², a Superior Court decision³ and the *Condominium Act, 1998* ("the Act"), to support their positions. Although the parties agree on significant matters - the key difference in the submissions was how the parties applied these principles to the issues in dispute.
- [6] The Applicant alleges that there are 67 specific instances of inadequacy, including what are described as eight uninformative statements, 14 false or unclear statements and 45 omissions or missing follow-up information. The Applicant

¹*Chown v. Frontenac Condominium Corporation No. 19*, 2025 ONCAT 25

Chown v. Frontenac Condominium Corporation No. 19, 2024 ONCAT 133

Chown v. Frontenac Condominium Corporation No. 19, 2025 ONCAT 90

² *Mawji v. York Condominium Corporation No. 415*, 2021 ONCAT 72; *Yeung v. Metropolitan Toronto Condominium Corporation No. 1136*, 2020 ONCAT 33; *Rahman v. Peel Standard Condominium Corporation No. 779*, 2021 ONCAT 32.

³ *McKay v. Waterloo North Condominium Corp. No. 23*, 1992 CanLII 7501 (ON SC)

asserted that the minutes should document discussions and rationale for decisions, and follow-up actions to serve as a corporate memory and inform owners.

- [7] Regarding what the Applicant identified as “uninformative statements”, the Applicant cited eight instances where she felt that statements in the minutes lack sufficient detail or context, making them unhelpful for understanding the board's decisions or actions; for example, stating that "maintenance was discussed" without specifying what maintenance issues were addressed or what actions were decided.
- [8] The submissions about false or unclear statements refer to 14 instances where the Applicant characterizes statements as either false or unclear to the point of allowing misinterpretation. For example, a statement might describe the status of a repair project or use vague language like "progress is being made" without clarifying what “progress” means. Another example is where the minutes state that prior minutes were approved, but do not state if the minutes were approved as presented or as amended. The Applicant also pointed to a specific sentence in the minutes that stated, “the Status Certificate includes the fire that took place in the trusses.” The Applicant stated that this was false or unclear because “The March minutes refer to charred rafters above unit 250-7. There are no roof trusses above unit 250-7.”
- [9] The Applicant identified 45 examples of omissions and missing information, such as follow-up details on actions arising from board decisions. For example, the minutes note that a contractor was hired for repairs but does not include details about the scope of work, timeline, or cost. The Applicant also stated that minutes in subsequent meetings should confirm that actions identified in prior meetings were taken.
- [10] The Applicant submitted that the minutes form the “corporate memory” of the condominium, and that their completeness and adequacy is necessary to allow the organization to function.
- [11] The Applicant also expressed concern that certain business transactions, such as contracting for snow clearing services, appear to have been conducted outside of board meetings, with no record of these decisions in the minutes. I do not consider the allegations of business being conducted outside of meetings in detail, because it does not relate to the adequacy of the records – it is relevant to a question of whether the corporate governance practices are consistent with the Act. The Tribunal does not have jurisdiction to decide general governance issues, so this decision focuses on the specific examples that impugn the adequacy of the

minutes.

- [12] The Respondent's core argument was that the minutes are adequate under the Act and by the standard established in prior decisions. The Respondent asserts that the Applicant's expectations exceed legal requirements. They state that Tribunal decisions have established that minutes must reflect actual business transacted and are not required to be verbatim or exhaustive.
- [13] The Respondent further elaborated that the minutes provide sufficient detail to understand decisions, and that follow-up details and granular information are not legally required. The Respondent further clarified that the Applicant's preferred style (from when she was on the board) is not the standard.
- [14] In *Verjee v York Condominium Corporation No. 43*, 2024 ONCAT 93, the Tribunal confirmed that "the standard for adequacy is not determined by each requester's subjective views about what constitutes proper record keeping, but by an objective standard that considers whether the standard to which records are kept allows the corporation to fulfil its duties." The parties both identified that this was the relevant standard but differed in how it was applied to this case. The Applicant framed the concerns as the minutes failing to meet an objective standard, whereas the Respondent framed it as being focused on meeting the Applicants subjective views.
- [15] I have reviewed the submissions in detail and reviewed the minutes in question. The minutes are adequate. Even if I were to accept the Applicant's characterization of the list of defects as true, the concerns are minor in nature, and do not prevent the corporation from fulfilling its duties. The minutes record what happened at the meeting, and the business transacted at the meeting. The Applicant has not demonstrated through her evidence and submissions that the minutes fail to meet the legal standard of "sufficient detail to inform owners." The submissions raise omissions or inaccuracies, however the examples provided are not significant enough to render them inadequate. The Applicant did not provide credible evidence that the minutes are being altered in bad faith or are the product of a legitimate concern about record-keeping.
- [16] While I note that the Applicant states that she is simply advocating that minutes include board discussions on how decisions are made and the financial basis for those decisions, the choices about how minutes are structured are a facet of governance and generally within the scope of the board's authority.

Should the Tribunal award a penalty, reimbursement of Tribunal fees, or legal costs?

- [17] The Applicant requested reimbursement of the \$200 Tribunal fees paid. The application was unsuccessful, so I decline to order reimbursement.
- [18] The Applicant requested the Tribunal impose a \$350 penalty. Pursuant to s. 1.44(1) 6, the Tribunal can only impose a penalty if it finds that a condominium corporation has refused to provide a record without a reasonable excuse. This case is about whether the minutes are adequate. There is no refusal. There is no basis for a penalty.
- [19] The Respondent requested costs of \$3000 because the case was filed for an improper purpose. The Respondent suggested that the Applicant is using the CAT process to regain influence after being removed from the board.
- [20] The CAT Practice Direction: Approach to Ordering Costs explains that the Tribunal will consider, where appropriate, 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.”
- [21] The Applicant was previously cautioned that the Tribunal does not have the authority to determine governance issues⁴. I find that the Applicant should reasonably have known that the issues in this case overlapped with governance issues. The corporation has requested \$3000 on a partial indemnity basis. For a nine-unit condominium corporation, the impact of the legal costs is significant. I find that it is appropriate to assign some costs in this case.
- [22] I note that part of the costs incurred by the Respondent are due to the work to provide a witness statement. During the hearing, the Respondent requested to provide a witness statement. When I approved the inclusion of the statement, I cautioned the Respondent that the statement should be relevant to the issues to be decided. Despite this warning, the statement was not relevant or helpful. It outlined concerns related to the Applicant’s removal from the board, and how the corporation was run when she was on the board. The content was not relevant to the issues of whether the minutes in question in this case were adequate. The statement did not help me decide the case. Instead, the intent of the statement seemed to be to highlight maladministration by the Applicant when she was on the board. This is an example of the Respondent raising governance issues that are not properly before the Tribunal. The Respondent should not expect costs to be reimbursed for this work.

⁴ *Chown v. Frontenac Condominium Corporation No. 19*, 2024 ONCAT 133

[23] In response to the Respondent's request for costs, the Applicant stressed that the application was filed in good faith. She stated that she is sincerely concerned with the care of the building and is seeking relevant information from the meeting minutes. The Applicant reiterated that the imposition costs against her has no foundation because the Application was genuine.

[24] Prior CAT decisions between these parties have cautioned about straying into governance-related disputes. The Applicant did not heed these warnings, and I can conclude that this directly resulted in costs to the corporation, and that this meets the criteria established in the Practice Direction. Therefore, it is appropriate for the Applicant to pay \$500 in costs to the Respondent.

C. ORDER

[25] The Tribunal orders that:

1. The case is dismissed.
2. The Applicant must pay \$500 in costs to the Respondent within 30 days of this decision.

Ian Darling,
Chair, Condominium Authority Tribunal

Released on: July 3, 2025