

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: July 9, 2025

CASE: 2024-00527N

Citation: Dhuruvasangary v. Toronto Standard Condominium Corporation No. 1532,
2025 ONCAT 115

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

Member: Nicole Aylwin, Vice-Chair

The Applicant,

Thanuja Dhuruvasangary

Self-Represented

The Respondent,

Toronto Standard Condominium Corporation No. 1532

Represented by Lazar Ilic, Counsel

Hearing: Written Online Hearing – March 3, 2025 to June 25, 2025

REASONS FOR DECISION

A. INTRODUCTION

- [1] The Applicant, Thanuja Dhuruvasangary (the “Applicant”), is a unit owner of the Respondent, Toronto Standard Condominium Corporation No. 1532 (the “Respondent”). The Applicant alleges that the Respondent has failed to enforce the parking provisions contained in its governing documents, which, according to the Applicant, compromises safety and impedes maintenance services like snow removal.
- [2] The Respondent argues that condominium boards have discretion to determine how they enforce their governing documents, and that it has always acted reasonably and consistently in the enforcement of its parking rules.

- [3] The Applicant requested that the Tribunal make orders requiring the Respondent to take specific types of enforcement action in relation to its parking rules and has asked the Tribunal to award her costs. I will address the specific orders requested further in this decision. However, in addition to these orders, at the outset of the hearing, the Applicant also requested that the Tribunal make a number of findings and orders related to sections of the *Condominium Act, 1998* (the “Act”) and other pieces of legislation over which the Tribunal has no jurisdiction; for example, claims related to s. 117 (1) of the Act, and claims that the Respondent failed to comply with the *Accessibility for Ontarians with Disabilities Act* and municipal by-laws. The Applicant was advised of the Tribunal’s jurisdiction and that issues beyond the Tribunal’s jurisdiction would not be addressed.
- [4] Additionally, as a preliminary matter, the Respondent brought a motion to dismiss this application on the grounds that it constituted a duplicate proceeding. The Applicant had commenced an application before the Human Rights Tribunal of Ontario that it claimed addressed the same issues and requested the same relief. I declined to grant the motion and allowed the case to proceed.¹
- [5] For the reasons set out below, I find that while the Respondent has not enforced its parking provisions to the Applicant’s satisfaction and in the ways she would like, it has acted reasonably to enforce the parking rules. I make no award for costs; although, for the reasons explained further in this decision, I do order that the Respondent send a notice to all unit owners containing information about its parking rules and enforcement activities.
- [6] Finally, I note that the evidence demonstrates that significant animosity exists between the Applicant and the Respondent. There is also a history of ongoing litigation between the parties. While the Tribunal has the authority to hear disputes over compliance with parking rules, it has no jurisdiction to address many of the other issues raised by – or implied – by the parties (such as discrimination and related harassment, etc.). The issue about the parking rules is complicated by the complex and highly fraught relationship between the parties. So, while both parties provided significant submissions commenting on the behavior of the other, I only consider the arguments and evidence relevant and necessary to making my decision.

¹ See *Dhuruvasangary v. Toronto Standard Condominium Corporation No. 1532*, 2025 ONCAT 60

B. ISSUES & ANALYSIS

Issue No. 1: Has the Respondent failed to enforce the provisions in its governing documents related to parking?

[7] The Applicant claims that the Respondent has failed to enforce sections 9, 11 and 12 of its declaration, which she asserts govern parking. However, the Applicant is mistaken in where these provisions exist. The Respondent's declaration contains only one mention of parking in Article III (1) (j), and this provision refers to the fact that only motor vehicles may be parked in the driveway of the unit and indicates that each owner shall maintain their driveway in accordance with certain standards. The provisions that the Applicant cites related to parking are found in the rules.

[8] Sections 9, 11 and 12 of the Respondent's Rules read as follows:

9. 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 and egress to and from their respective units.

...

11. No motor vehicle other than a private passenger automobile, station wagon, light duty van or light duty pick-up truck or motorcycle shall be parked on any part of the unit or common elements (including any part thereof, of which any owner may have the exclusive use) unless authorized by the board, nor shall any repairs be made to such motor vehicle on the common elements (including any part thereof, of which any owner may have the exclusive use) and no motor vehicle shall be driven on any part of the common elements other than on a driveway or parking area designated for parking by the board.

12. No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements other than an area designated for parking by the board. The board may also designate the hours permitted for visitor parking. Owners are advised that the Corporation may enforce parking by-laws of the Municipality in the instances where the provisions of this paragraph are contravened.

[9] The Respondent consists of 22 townhouses, each with an individual driveway that leads onto a road that is part of the Respondent's property. There is no designated visitor parking on the property, which both parties appear to agree plays a role in why unit owners and/or their guests end up parking on the street.

- [10] The Applicant submits that the Respondent has failed to enforce the rules by allowing owners and their visitors to park on the roadway. She submitted 18 photographs that show cars parked on the side of the roadway on various dates in 2024 and 2025. The Applicant submitted that she had photographs of similar violations dating back to 2018. I accept this to be true. She submits that such unauthorized parking impedes snow removal, creates accessibility issues and potentially opens the Respondent up to “municipal violations” that could “trigger insurance consequences”.
- [11] The Respondent does not deny that sometimes cars do park on the street in front of the townhouses. However, it takes the position that under s. 17 (3) of the Act “the corporation has a duty to take all reasonable steps to ensure that the owners, the occupiers of units, the lessees of the common elements and the agents and employees of the corporation comply with this Act, the declaration, the by-laws and the rules”. It emphasizes the words “reasonable steps” arguing that, as per *Calderon v. York Condominium Corporation No. 274*, 2021 ONCAT 101 (“Calderon”), condominium boards have the discretion to determine how to enforce their governing documents so long as they act reasonably. It further argues that the strict enforcement of the rules is not required and that the business judgment rule provides that deference should be given to the condominium corporation’s board of directors, provided the decisions they make are neither unfair nor unreasonable (see: *Tamo v. Metropolitan Toronto Condominium Corporation No. 744 et al.*, 2022 ONCAT 40 (“Tamo”) and *Davy v. Toronto Standard Condominium Corporation No. 2121*, 2021 ONCAT 114 (“Davy”)).
- [12] The evidence demonstrates that issues regarding enforcement of the parking rules have a long history at the Respondent. Whether parking on the street is allowed or ought to be allowed and how the Respondent ought to enforce its parking rules are issues that date back to at least 2013. In 2018, the Respondent issued a notice to owners that states that “87.5 percent of unit owners ...” voted to “... maintain the prior policy implemented at the 2013 AGM Resolution regarding parking on [the street].” The notice goes on to say this “latest resolution gives the latitude to the Unit Owners and their visitors to be able to park on [the street] at their own discretion,” while also stating “... this is not the blanket approval or explicit permissions provided by the Board to you or your visitor to park on [the street]”.

- [13] Notwithstanding the potential mixed messages in this notice and the fact that ‘policies’ of the Respondent – regardless of their level of owner support – cannot override its rules, it is a moot point because in 2020 the Respondent decided to increase its enforcement of the parking rules. This decision was made after its AGM when several owners (one of whom was the Applicant) raised concerns with the parking of vehicles on the roadway. At the beginning of 2021 and continuing until 2023, the Respondent engaged a private parking enforcement company to help enforce parking rules. This company was contracted to conduct patrols three times per week at random intervals and would issue City of Toronto parking tickets as appropriate. However, in 2023, things changed again. According to the statement of Mansoor Kassam, a member of the board of directors for the Respondent, parking enforcement was once again a topic of prolonged discussion at the 2023 AGM. Mr. Kassam stated that several owners raised concerns regarding the use of the parking enforcement company. The concerns included the costs for the service and the fact that the costs of the tickets for minor violations were excessive, particularly given that property management could enforce the rules as it had done previously. Mr. Kassam also stated that some owners felt specifically targeted by the Applicant who had been very vocal about parking enforcement and had been taking pictures of their cars while threatening to report them to the parking enforcement services company for minor breaches of the rules such as when someone parked for a short period of time to drop something off at their home.
- [14] After a lengthy discussion at the AGM, the board held a vote by show of hands wherein owners were asked if they would like to have the parking enforcement company’s contract renewed. According to Mr. Kassam, a sizable number of owners voted ‘no.’ While not bound by this unofficial vote, Mr. Kassam submits that the vote provided the board with some direction from owners regarding how they wished parking to be enforced. Thus, when weighing the factors of the financial cost of paying for private parking enforcement, the nature of the violations (which were often, in the board’s opinion, minor and of limited duration) and the will of the majority of the community, they decided to discontinue private parking enforcement.
- [15] Finally, Mr. Kassam stated that while there is no longer a company issuing tickets to residents, the Respondent continues to enforce its rules. It issues general reminders to owners reminding them of the parking rules and reminds individual owners of the rules when it becomes aware of violations. He notes, however, that there are still occasions where vehicles park contrary to the rules, but these violations are infrequent and often “only for short periods of time.”

- [16] The Applicant, disputes that the violations are for short periods of time. I accept the Applicant's evidence that there have been some instances where cars have been parked for longer durations (such as overnight) and that there have been instances where a car may have impeded snow removal. However, this evidence does not, in and of itself, mean that the board has failed to properly exercise its discretion and act reasonably to enforce its rules.
- [17] The Applicant relied on two cases to dispute the Respondent's argument that the board is entitled to some discretion when enforcing its rules: *Wu v Peel Condominium Corporation No. 245*, 2021 ONCAT 30 and *McKnight v. York Condominium Corporation No. 382*, 2020 ONCAT 40. Unfortunately, neither of these cases are actual Tribunal cases; they do not exist. Thus, I have not considered the arguments made by the Applicant that rely on them.
- [18] The Applicant also argues that the Respondent cannot rely on an informal vote by owners to change its declaration. The Applicant is correct that s. 107 of the Act sets out the way in which a declaration can be amended. However, at no time has the Respondent claimed they amended or tried to amend the declaration. The evidence before me about the vote at the 2023 AGM was not about amending the declaration or even the rules, but rather about gathering information about whether unit owners wanted the parking enforcement services contract renewed.
- [19] That said, the Respondent is required to enforce its rules, regardless of unit owners' general feelings about those rules. If the board no longer feels a rule is serving the community, I note that unlike the declaration, rules can be amended in a rather simple manner. As per s. 58 of the Act, to amend a rule the board needs only to notify the owners of the proposed rule change in writing and advise them in the notice that the owners have the right to requisition a meeting under s. 46 of the Act should they wish to vote on the rule. If no meeting is called under s. 46 within 30 days after the board has given notice of the rule to the owners, the rule comes into force on the day after the 30th day.
- [20] The Respondent has indicated it continues to consider if a rule change is necessary. However, while the parking rules remain in place the Respondent has a duty to enforce them. Some discretion is extended to the board, as noted in *Calderon, Tamo and Davy*, in deciding the manner and extent to which it enforces its rules, provided it acts reasonably and not capriciously. As noted in both past Tribunal decisions and confirmed in the courts², not every minor violation of a rule

² See for example *Muskoka Condominium Corporation No. 39 v. Kreutzweiser*, 2010 ONSC 2463

or the declaration must be met with an enforcement procedure.

- [21] Based on the evidence before me, I find that the Respondent has acted reasonably and not capriciously to enforce its rules; its chosen enforcement practices are within a range of reasonable options. The evidence indicates that the Respondent has sought to enforce its parking rules in a manner consistent with the community's needs and circumstances. At times, this has meant taking a stricter enforcement approach, which included hiring parking enforcement services. At other times, this has meant taking a softer approach, which has included issuing reminders and notices to all unit owners and notifying individual owners of complaints and individual violations of the parking rules. According to the statement of the condominium manager, Joan James, these latter enforcement mechanisms remain in place.
- [22] Additionally, the Applicant argues that the business judgment rule does not apply where there are safety concerns. Here she cites the case *Rahman v. PSCC 779*, 2021 ONCAT 51, arguing that in this decision the Tribunal found that the failure to account for safety and insurance impacts invalidated the board's enforcement stance. Unfortunately, this is also not a real Tribunal case, and even if the Applicant meant to refer to the case *Rahman v. Peel Standard Condominium Corporation No. 779*, 2021 ONCAT 13 ("Rahman") – which dealt with the question of whether Mr. Rahman was allowed to park in a visitor parking spot –, this case does not stand for the proposition suggested by the Applicant and its facts are quite distinct from those in this case.
- [23] The Applicant also cited examples where the Respondent's decision about enforcement action compromised safety. I advised the Applicant on several occasions that I will not consider these arguments. As noted above I have found, based on the evidence, that the board has acted reasonably.
- [24] I accept the argument made by the Respondent that it is not obligated to take the specific enforcement actions that the Applicant deems necessary for dealing with the violations alleged by the Applicant, which include a request from the Applicant that camera surveillance system be maintained by the Respondent and made accessible to all owners. However, I wish to caution the Respondent, that while some discretion is afforded to the board in determining appropriate enforcement actions, nothing in this decision should be read as providing permission to the Respondent to simply not enforce its parking rules. If the community wishes to allow parking on the roadway, as noted above it is a straightforward matter for the board to propose a rule change.

- [25] I acknowledge the Applicant's argument that due to the various ways in which parking has been enforced over the years, there may be some confusion in the community regarding the rules and how they are being enforced. Owners are entitled to consistency and predictability in the enforcement of their governing documents and the evidence does suggest that due to the different enforcement approaches the Respondent has taken over many years, a further reminder of the parking rules that sets out clearly what the parking rules are and how the board is enforcing these rules, might be beneficial. For this reason, under s. 1.44 (1) 7 of the Act which allows me to make "an order directing whatever other relief the Tribunal considers fair in the circumstances", I will order the Respondent to issue a notice to all unit owners within 30 days of the date of this decision, reminding them of the parking rules, their obligation to follow the rules under the Act and the steps the Respondent is taking to enforce its parking rules, including any steps it may take when repeated breaches are identified.
- [26] I find the other remedies requested by Applicant, such as requiring the Respondent to register with the City of Toronto for private property enforcement, requiring the Respondent to update parking signage to confirm that 311 calls and ticketing are permitted, and the request that I order the Respondent impose fines and liens on unit owners for violations of the rules, are not appropriate in this case – and in the case of fines and liens, not within the Tribunal's authority to impose.

Issue No. 2: Is any party entitled to costs or damages?

- [27] The Applicant has requested that the Respondent be required to pay her costs and/or damages in the amount of \$5000 for time spent preparing evidence and submissions and the undue hardship caused by repeated violations and non-enforcement. The Respondent has not requested costs.
- [28] The Applicant has not been successful in her case; thus, she is not entitled to costs. Additionally, I find there is no basis to award damages for "undue hardship". The Tribunal can only award compensation for damages under s. 1.44 (1) 3 of the Act when those damages flow directly from an act of non-compliance. In this case, there is no evidence that the Applicant has suffered any specific damages from an act of non-compliance that would require compensation.
- [29] I make no award for any costs or damages in this matter.

C. ORDER

[30] The Tribunal orders that:

1. The application is dismissed.
2. Within 30 days of the date of this decision, under s. 1.44 (1) 7 of the Act, the Respondent shall issue a notice to all unit owners reminding them of the parking rules, their obligation to follow the rules under the Act and the steps the Respondent is taking to enforce its parking rules, including any steps it may take when repeated breaches are identified.

Nicole Aylwin
Vice-Chair, Condominium Authority Tribunal

Released on: July 9, 2025