

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: August 8, 2025

CASE: 2025-00298SA

Citation: Peel Standard Condominium Corporation No. 1002 v. Marshall, 2025 ONCAT 130

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

Member: Mary Ann Spencer, Member

The Applicant,

Peel Standard Condominium Corporation No. 1002

Represented by Jamie Cockburn, Counsel

The Respondent,

Sean Anthony Marshall

Self-Represented

Hearing: Written Online Hearing – May 7, 2025 to July 29, 2025

REASONS FOR DECISION

A. INTRODUCTION

- [1] The Respondent, Sean Anthony Marshall, is the owner of a unit of Peel Standard Condominium Corporation No. 1002 (“PSCC 1002” or the “corporation”). PSCC 1002 and Mr. Marshall were parties to case 2024-00157N which they resolved with a settlement agreement dated September 3, 2024 (the “Agreement”) which incorporates by reference an Offer to Settle signed by Mr. Marshall and by representatives of PSCC 1002 (the “Offer to Settle”).
- [2] PSCC 1002 alleges that Mr. Marshall has violated the terms of the Agreement by storing materials on the common elements, parking in loading areas for longer than is necessary to load and/or unload goods, and by disposing of business operation-related waste in the corporation’s bins. PSCC 1002 requests the Tribunal order his compliance. It also requests its costs in this matter.
- [3] Mr. Marshall’s position is that he has complied with the Agreement. He submitted that PSCC 1002 selectively enforces compliance with its governing documents and inferred that its actions against him are discriminatory and are intended to

force him to sell his unit.

- [4] I find that Mr. Marshall has violated the terms of the Agreement related to storing materials on the common elements, to parking in the loading area on the common elements for unreasonable lengths of time, and to disposing of business operation-related waste and I am ordering his compliance. I am also ordering him to pay \$11,150 in costs to PSCC 1002.

B. BACKGROUND

- [5] PSCC 1002 is a commercial condominium. Mr. Marshall operates a business from his unit. The back of the unit has an entry door and a roll-up garage-type door. The outdoor spaces are all common elements; there are no exclusive-use common elements.
- [6] PSCC 1002's governing documents set out restrictions on the use of the corporation's common elements. Section 15 (a) of the declaration prohibits activities by an owner that interfere with the use and enjoyment of the common elements by other owners. Section 15 (c) prohibits owners from using any part of the common elements "for the purpose of carrying on business or for the purpose of storing materials or goods" without the written consent of the corporation's board. Section 18 states that the corporation may make rules respecting parking and that parking units may not be designated for exclusive use. Rule 9 (d) of the PSCC 1002's rules states that no vehicle may be parked on the common elements other than for the time reasonably necessary for the loading/unloading of goods.
- [7] Between April and November 2023, PSCC 1002 sent five letters from its legal counsel to Mr. Marshall. The letters stated that Mr. Marshall, among other alleged breaches of the corporation's governing documents, was storing skids, bins and pallets and was parking vehicles and trailers on the common elements adjacent to his unit and demanded his compliance with the provisions of the corporation's declaration and rules. When Mr. Marshall failed to comply, PSCC 1002 filed case 2024-00157N with the Tribunal.
- [8] As noted in paragraph 1, case 2024-00157N was resolved by the Agreement dated September 3, 2024. Among other terms, the incorporated Offer to Settle forbids the storage of goods and materials on the common elements and permits parking of vehicles, including trailers, on the common elements only for the time reasonably necessary to load and/or unload goods. The area of the common elements outside Mr. Marshall's unit on which this parking is permitted (the "Loading Area") is specified in drawings which form schedules to the Agreement. The Offer to Settle also allows Mr. Marshall to use the specified Loading Area of

the unit adjacent to his subject to the written approval of that unit's owner. Mr. Marshall obtained that approval. The Offer to Settle also includes a term which states that the corporation's garbage containers may not be used to dispose of business-related waste.

- [9] On November 8, 2024, PSCC 1002's Counsel wrote to Mr. Marshall stating that photographs, which were enclosed, indicated that he was continuing to store and stack skids on the common elements, and reminded him that trailers could only be parked for the amount of time that was reasonably necessary for the loading/unloading of goods. The letter advised that if he did not comply with the terms of the Agreement that the corporation would apply to the Tribunal for a compliance order.
- [10] On December 10, 2024, PSCC 1002's Counsel sent an e-mail to Mr. Marshall and again demanded his compliance with the terms of the Agreement. The e-mail noted that in addition to the inappropriate storage of goods, Mr. Marshall was storing these goods on a trailer parked outside his unit and was using the corporation's garbage bins for the disposal of business-related waste. The e-mail enclosed photographs dated December 3 and 9, 2024. Counsel noted that the corporation would file an application with the Tribunal if Mr. Marshall did not comply by December 13, 2024. In his same-day reply, Mr. Marshall stated that he would remove the stored skids but that he was allowed to park outside the unit adjacent to his.
- [11] In a further e-mail to Mr. Marshall dated December 16, 2024, Counsel acknowledged receipt of photographs from Mr. Marshall which indicated the stored materials had been removed but noted that he had parked a trailer, which was being used for storing skids, for lengthy periods and that the Agreement only allowed parking for purposes of loading/unloading goods. Mr. Marshall replied that other trailers were parked for lengthy periods of time on the common elements, that 'everyone else' could use the corporation's bins and that his 'counselor' suggested that "this seems to be a prejudice act against me". Counsel replied on December 18, 2024, stating that the terms of the Agreement were binding and that further breaches would result in the filing of an application with the Tribunal without further notice. PSCC 1002 subsequently filed its application seeking an order for compliance with the Agreement.

C. ISSUES & ANALYSIS

- [12] The issues to be decided in this matter are whether Mr. Marshall has violated the terms of the Agreement related to:

1. Storage of goods on the common elements.
2. Parking on the common elements.
3. Disposal of business-related waste and whether the Tribunal should issue a compliance order.

A further issue is whether costs should be awarded in this matter.

[13] Mr. Marshall participated in this proceeding on an intermittent basis. While he disclosed photographs and posted messages setting out his position, he provided no witness statement and did not post any messages after June 25, 2025. Because he represented himself in this matter, I accepted the messages he posted in the CAT-ODR system as his submissions.

[14] Mr. Marshall argued that PSCC 1002 is enforcing its governing documents selectively. A number of the photographs he submitted were intended to demonstrate other units' violations of the provisions of those documents which he stated are not being enforced; for example, he posted photographs of goods being stored by other units on the common elements. The photographs submitted by the corporation, particularly those dated from March 11 to 17, 2025, do appear to indicate that units other than Mr. Marshall's have stored materials on the common elements. However, photographs of what appear to be breaches of the governing documents are not in themselves evidence of lack of enforcement action by PSCC 1002. Moreover, that other units may be breaching the governing documents does not obviate Mr. Marshall's obligation to comply with the Agreement.

[15] Mr. Marshall also suggested that the corporation's enforcement actions against him are discriminatory based on his race. Mr. Marshall's mere belief that the corporation is selectively enforcing compliance is not evidence. Further, the time to raise this allegation was when Case 2024-00157N was before the Tribunal. Mr. Marshall did not have to agree to settle that matter; he could have elected to have it adjudicated. I note that the Agreement includes an acknowledgement that he had the opportunity to seek independent legal advice before signing it. Having executed the Agreement, he is obligated to comply with its terms.

Storage of Goods on the Common Elements

[16] Section 1 ii) of the Offer to Settle addresses "Storage of Personal Property & the Carrying on of Business on the Common Elements". Sections 1 ii) b) and c) state:

- b) The Respondent will immediately ensure that neither he, nor any of his

guests, place and/or store any personal property upon any portion of the Condominium's common elements, including, inter alia, any skids, pallets, crates, bins, and/or building materials;

c) For greater certainty, no personal property, including inter alia, skids, pallets, crates, bins, and/or building materials, may be stored in the Unit 19 Loading Area or the Unit 18 Loading Area;

- [17] Rita Signorini, PSCC 1002's condominium manager, testified on behalf of the corporation. She submitted video and photographic evidence from PSCC 1002's surveillance system which clearly shows wooden skids were stacked and stored outside of Mr. Marshall's unit on October 26 and 30, 2024, December 3 and 9, 2024 and January 24, 2025. For the period dated March 11 to 17, 2025, 103 time-stamped photographs were submitted, demonstrating that the skid storage was continuous.
- [18] Mr. Marshall submitted that other owners leave their wooden materials at his unit without his permission on the assumption that he will accept them. He posted photographs of skids outside two other units as examples of the types of materials left at his unit. While it may well be true that other owners leave materials at Mr. Marshall's unit, there is no evidence that he has raised this concern with the corporation.
- [19] Mr. Marshall uploaded his photographs to the CAT-ODR system on June 25, 2025. One of the photographs he submitted was taken on April 11, 2025 and shows the common elements Loading Area outside his unit to be clear. He indicated that this demonstrated his compliance with the Agreement. I note that he advised me that he also had videos that he wished to upload but had been unable to because they exceeded the size accepted by the system. Arrangements were made for him to provide these videos; however, he failed to do so.
- [20] After the disclosure of evidence in this matter, the parties were invited to make submissions. Mr. Marshall responded to the corporation's submission in a message posted to the CAT-ODR system in which he disputed some of the corporation's evidence. PSCC 1002's Counsel then requested permission to enter further evidence, which I granted. The corporation provided a supplemental witness statement and additional photographs on July 14, 2025. Photographs taken outside Mr. Marshall's unit on July 9 and 14, 2025 again show a large number of skids stacked outside his unit. The photographs dated July 9, 2025 are timed between 2 and 8 p.m. I gave Mr. Marshall the opportunity to respond to this additional evidence; he did not do so.

[21] The corporation's photographic evidence clearly indicates that Mr. Marshall has breached sections 1 ii) b) and c) of the Offer to Settle by stacking and storing skids and pallets on the common elements and I will order his compliance.

Parking or Storage of Vehicles, Motorized Machinery and/or Trailers

[22] Section 1 i) of the Offer to Settle sets out detailed terms with respect to parking on the common elements. In summary, parking is restricted to the corporation's designated parking spaces and to the Loading Area outside Mr. Marshall's unit and, with the written agreement of the owner of the unit next to Mr. Marshall's, to that unit's Loading Area. Parking in the Loading Areas is permitted only for the time reasonably required for the loading and unloading of goods.

[23] The corporation alleges that Mr. Marshall has been parking in the Loading Areas for unreasonable lengths of time. The specific sections of the Offer to Settle at issue are:

1. i) a) The Respondent will immediately ensure that neither he, nor any of his guests, park and/or store any vehicles, motorized machinery and/or trailers on any part of the Condominium property, except in the following areas:

(i) The designated parking space areas of the Condominium's common elements ("Designated Parking Spaces"); and

(ii) The area of the Condominium's common elements directly in front of the Respondent's Unit (the "Unit 19 Loading Area"), with the following conditions:

(a) Vehicles, motorized machinery and/or trailers in the Unit 19 Loading Area shall only be parked and/or stored directly in front of the 'roll-up door' associated with the Respondent's Unit;

(b) Vehicles, motorized machinery and/or trailers in the Unit 19 Loading Area shall not be parked and/or stored in front of the brick walls beside the 'roll-up door' associated with the Respondent's Unit;

(c) Vehicles, motorized machinery and/or trailers shall only be parked and/or stored in the Unit 19 Loading Area for the purposes of loading or unloading goods necessary or incidental to the lawful business conducted by the Respondent, and provided that the length of time where such parking is limited shall be no longer than is reasonably necessary to perform the service; and

(d) For greater clarity, vehicles, motorized machinery and/or trailers in the Unit 19 Loading Area shall not be parked and/or stored in a manner that impedes the ingress and egress of other Condominium unit owners and occupants, or that impedes the fire route or garbage collection;

Section 1 i) a) (iii) contains the same restrictions set out above with respect to the unit adjacent to Mr. Marshall's.

- [24] The breaches of the Agreement alleged by the corporation all relate to parking on the common elements outside of Mr. Marshall's unit and the unit adjacent to it. Ms. Signorini testified that there are no designated parking spaces behind either of these units.
- [25] PSCC 1002's evidence comprised videos and photographs. An October 26, 2024 video shows an empty large trailer parked outside the unit adjacent to Mr. Marshall's unit while an individual is unloading skids from a pick-up truck at Mr. Marshall's unit and stacking them on the ground. Photographs taken on October 30, December 3 and December 9, 2024 all show that large trailer parked with skids stacked on it. When the December breaches were brought to Mr. Marshall's attention in the e-mail sent to him by the PSCC 1002's Counsel on December 10, 2024, his response was that he was allowed to park at the adjacent unit. This suggests that, notwithstanding that he agreed to its terms, he may not have fully understood that the Agreement only allows parking at either his or the adjacent unit for the reasonable amount of time required to load and unload goods.
- [26] In their e-mail to Mr. Marshall dated December 16, 2024, PSCC 1002's Counsel explained that parking was restricted to the time required to load and unload goods. However, photographs dated January 24, 2025, and, in particular, the 103 photographs submitted for the period of March 11 to 17, 2025 show further breaches. A trailer loaded with skids is parked for what the photographs indicate is approximately seven hours with no activity on March 11, 2025. What the corporation describes as a skid-steer, and Mr. Marshall describes as a fork-lift, is clearly visible parked on the common elements outside his unit for approximately eight hours on March 12, 2025. A pick-up truck is also parked on March 12, 13, 14 and 16, 2025 with no visible activity. Ms. Signorini also noted that a small blue trailer was parked on the common elements outside the adjacent unit during the March period; however, after Mr. Marshall disputed that this trailer was his, she withdrew that testimony. Finally, the photographs dated July 9, 2025 show the skid-steer parked outside Mr. Marshall's unit from approximately 2 to 8 p.m.
- [27] A photograph dated April 30, 2025 shows a large trailer parked in the Loading Area outside Mr. Marshall's unit. The corporation's evidence is that this trailer was in fact parked because there is no indication of activity around it. Further, Ms. Signorini testified that the corporation's garbage bins could not be emptied that day because the trailer blocked access to them. Mr. Marshall's position is that the trailer was being loaded and that he had only left the area for a brief period of

time. Because the evidence is a single photograph taken at one point in time, I do not accept it as evidence of a breach of the parking provisions set out in the Agreement. However, other than stating that he did not own the blue trailer, this April 30, 2025 photograph is the only evidence that Mr. Marshall disputed.

- [28] I find that Mr. Marshall has breached the terms of the Agreement which prohibit parking other than for the time reasonably necessary for loading or unloading goods and I will order his compliance. The time-stamped photographs submitted by the corporation indicate that Mr. Marshall variously parked a trailer, his skid-steer and a pick-up for lengthy periods of time and that this was not for the purpose of loading or unloading goods.

Garbage, Debris, and Refuse

- [29] The corporation alleges that Mr. Marshall has been disposing of business-related debris in breach of section 1 iii) c) of the Offer to Settle which states:

Given that the Common Garbage Bins are only to be used for day-to-day waste disposal, the Respondent will immediately ensure that neither he, nor any of his guests, use the Garbage Bins for waste generated from business operations, which should be removed from the Condominium Property by the Respondent, or a waste disposal contractor retained by the Respondent.

- [30] Ms. Signorini testified that the wood debris in the corporation's garbage bins which is visible in photographs taken in December 2024 and on January 24, 2025 is consistent with the type of skids Mr. Marshall uses in his business. She also stated that Mr. Marshall admitted he was disposing of business-related debris in his December 16, 2024 e-mail to PSCC 1002's Counsel, in which he wrote, after stating that there was prejudice, that he pays condo fees and that everyone else is allowed to use the bins. I do not find this evidence persuasive. The corporation filed an extensive number of photographs in this matter and yet none of them capture Mr. Marshall disposing of wood debris on or just before the cited dates. And, while the debris pictured may be consistent with the type of skids Mr. Marshall uses, I note that he submitted two photographs which indicate that other units also use this type of skid. Nor do I find Mr. Marshall's statement to be an admission. However, the March 13, 2025 video submitted by the corporation does show Mr. Marshall throwing one piece of what is clearly a broken skid into the bins. Based on this evidence, I find he has breached section 1 iii) of the Offer to Settle and I will order his compliance.

- [31] I note that, while I am making specific orders with respect to sections 1 (i), (ii) and (iii) of the Offer to Settle, Mr. Marshall should be aware that he is obligated to

comply with all of its terms.

D. COSTS

[32] PSCC 1002 requests costs of \$18,496.68, comprised of \$150 in Tribunal fees and \$18,346.68 in legal fees, pursuant to section 3 of the Offer to Settle:

3. If the Condominium is required to enforce the terms of the within Offer to Settle after acceptance, the Respondent agrees as follows:

i) The Condominium will be entitled to recover from the Respondent, on a complete indemnity basis, all legal costs related to any settlement enforcement proceedings before the Condominium Authority Tribunal and/or Superior Court of Justice;

ii) Any legal costs payable pursuant to the foregoing subparagraph shall be added to the common expenses payable by the Respondent's Unit, and be payable forthwith;

PSCC 1002's Counsel argued that the Tribunal should "follow the general common law rule applied by courts, being that – while discretion remains – contractual rights to costs generally ought to be enforced" and award costs on a full indemnity basis.

[33] Notwithstanding Counsel's argument, an award of costs is discretionary. Section 1.44 (2) of the *Condominium Act, 1998* states that an order for costs shall be made in accordance with the rules of the Tribunal. The cost-related rules of the Tribunal's Rules of Practice applicable to this case are:

48.1 If a Case is not resolved by Settlement Agreement or Consent Order and a CAT 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.

48.2 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.

[34] The corporation was successful in this case and therefore I will order Mr. Marshall to pay \$150 in costs with respect to the Tribunal fees it paid.

[35] I also find that an award of legal fees is warranted in this case. I have reviewed the

guidance set out in the “Tribunal’s Practice Direction: Approach to Ordering Costs” which, among the factors to be considered, includes: the conduct of all parties and representatives; whether the parties attempted to resolve the issue in dispute before the CAT case was filed, the potential impact an order for costs would have on the parties and the provisions of the corporation’s governing documents.

[36] Mr. Marshall was twice advised of breaches of the Agreement and given the opportunity to comply before PSCC 1002 filed its application with the Tribunal. Notwithstanding Counsel’s communication with him on November 8, 2024 and December 10, 2024, he continued both to stack skids on the common elements and to park on them when he was neither loading nor unloading goods. This behaviour continued despite the fact that he clearly understood the obligations imposed by the Agreement. He sent pictures to Counsel in December 2024 to demonstrate he had cleared the common elements of skids. Similarly, on June 25, 2025, he posted a photograph in this proceeding to demonstrate the area was clear. However, photographs taken on July 9 and 14, 2025, while this proceeding was still in progress, again show skids stacked on the common elements and one of those pictures shows Mr. Marshall cutting wood on the common elements in further violation of the Agreement.

[37] The legal fees claimed by PSCC 1002 represent over 40 hours of work. I find this to be disproportionate. Mr. Marshall’s participation in this matter was intermittent and in effect, it was a largely uncontested proceeding. There was only one witness and there was no cross-examination. While this was a lengthy proceeding, that was largely due to vacation absences, and although there were delays when events were rescheduled to permit Mr. Marshall to post documents, these delays would not have caused the corporation to incur additional fees.

[38] For the reasons set out in the preceding two paragraphs, I am exercising my discretion and awarding costs of \$11,000, representing 60% of the requested legal fees. The total cost award, including the \$150 award with respect to fees, is therefore \$11,150.

E. ORDER

[39] The Tribunal orders that:

1. Sean Anthony Marshall shall immediately comply with the following provisions of the Offer to Settle incorporated by reference into the Settlement Agreement dated September 3, 2024:

- a. Section 1 i): Mr. Marshall shall cease parking and/or storing any vehicles, motorized machinery or trailers on the common elements other than in:
 - i. Designated common element parking spaces; and
 - ii. The Loading Areas of his unit and of the adjacent unit for the purpose of loading and unloading goods and only for such length of time as is reasonably necessary for that purpose;
 - b. Section 1 ii): Mr. Marshall shall cease storing personal property, including, inter alia, skids, pallets, crates, bins, and/or building materials, in the Loading Areas of either his unit or the adjacent unit; and
 - c. Section 1 iii): Mr. Marshall shall cease disposing off business waste (primarily, wood debris) in the common element garbage containers.
2. Within 30 days of the date of this decision, Sean Anthony Marshall shall pay costs of \$11,150 to Peel Standard Condominium Corporation No. 1002.

Mary Ann Spencer
Member, Condominium Authority Tribunal

Released on: August 8, 2025