

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: August 14, 2025

CASE: 2025-00218N

Citation: Toronto Standard Condominium Corporation No. 2824 v. Yu, Sebastian, Keyvani, Abell, 2025 ONCAT 135

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

Member: Brian Cook, Member

The Applicant,

Toronto Standard Condominium Corporation No. 2824,
Represented by Justin McLarty, Counsel

The Respondents,

Jie Yu

Not participating

Gomez Sebastian

Represented by Mahi Keyvani, Agent

Mahdi Keyvani

Self-Represented

Tobias Abell

Represented by Mahi Keyvani, Agent

Hearing: Written Online Hearing – May 14, 2025 to July 28, 2025

REASONS FOR DECISION

A. INTRODUCTION

- [1] Toronto Standard Condominium Corporation No. 2824 (“TSCC 2824”) brings this application because of complaints of loud noise coming from a unit. The unit is owned by Jie Yu and has three tenants.
- [2] None of the Respondents initially participated in the hearing. After the Applicant’s counsel filed final submissions, Mahdi Keyvani, one of the tenants, filed submissions on behalf of all three tenants (the “tenant respondents”). I asked Mahdi Keyvani if they had contacted the owner to see if they were aware of the

case. Mahdi Keyvani advised they had not been in contact with the owner but had been in contact with the owner's "agent". No other communication was received from or on behalf of the owner.

- [3] An owner of a condominium unit who rents or leases the unit has responsibilities under the *Condominium Act, 1998* (the "Act"), and the condominium's governing documents. Specifically, as a landlord, the owner is responsible and legally liable for things that the tenants do that are not permitted under the Act and the governing documents.
- [4] Counsel for TSCC 2824 provided copies of the three notices of the case that were provided to Jie Yu. The notices were sent to the address of the unit, as this is the address the owner has provided for service. I am satisfied that notice was sent to Jie Yu in accordance with the requirements for service set out in the Act and the Tribunal's Rules of Practice.

B. THE ACT AND RULES

- [5] Section 117 (2) of the Act provides as follows:

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] Rules C1 and C2 of the TSCC 2824 Rules provide as follows:

1. No one shall create or permit the creation or continuation of any noise, odour or other nuisance which, in the opinion of the Board or the Manager, does or may disturb, annoy or interfere with the comfort or quiet enjoyment of the units or common elements by other Owners and/or Residents. No one shall obstruct or interfere with the rights of any Owner.

2. No noise (including music from an instrument or other source) or odour which is an annoyance, nuisance or disruption to other Owners or Residents shall be permitted to be transmitted from one unit to another or from one balcony, patio or terrace to another or to the common elements. If the Board determines that any noise or odour is being transmitted to another unit or

balcony, terrace or patio or the common elements and that such noise or odour is an annoyance or a nuisance or disruptive, then the Owner and/or Resident of such unit shall at his/her expense take such steps as shall be necessary to abate such noise or odour to the satisfaction of the Board. If the Owner and/or Resident of such unit fails to abate the noise or odour, the Board may take such steps as it deems necessary to abate the noise or odour and the Owner shall be liable to the Corporation for all expenses incurred in abating the noise or odour (including legal fees).

C. EVIDENCE

- [7] The evidence provided by TSCC 2824 in support of its case consists of notes made by TSCC 2824 security staff, and a statement from one of the security team.
- [8] There are notes from seven visits to the Respondent's unit in the period of January to March 2025. Most of the visits related to complaints of the loud noise in the night and early morning hours, with several visits between 2:00 am and 3:00 am.
- [9] Management sent two emails to the residents, on January 17 and 31, 2025. The notes for the January 17 incident indicate that security confirmed loud music coming from the unit. After knocking on the door for some time, one of the tenants opened the door. When informed of the noise complaint, he initially "denied any wrongdoing" but then agreed to lower the volume.
- [10] The January 31 email related to a confirmed complaint of loud noise coming from the unit on January 30 at 3:30 am and another complaint on January 31 at 4:00 am. There is no security report for an incident on January 30, but the report for January 31 confirms that there was loud noise coming from the unit. The residents agreed to lower the volume but did not for some time.
- [11] The emails from management to the tenants indicate that complaints had been received from residents in other units who were disturbed by the loud noise, especially when it happened late at night.
- [12] The security reports indicate that on some occasions, security would come to the unit because of complaints of loud noise and knock on the door, but without an answer. Sometimes, the tenants said they would lower the noise but according to the security notes, they did not. On other occasions, the sound level would be reduced.
- [13] A security report for February 7, 2025 documents loud music coming from the unit that could be heard inside a neighbouring unit after 11:00 pm. Security knocked "multiple times" without a response, but the volume was reduced.

- [14] On February 9, 2025, at about 12:30 am, there was a complaint of loud shouting coming from the unit. One of the tenants informed security that the disturbance was caused by a visit from friends.
- [15] On February 23, 2025 at approximately 4:30 am, security confirmed loud music and shouting that could be heard from the elevator. Security knocked on the door for some time. The tenants eventually answered and agreed to reduce the volume.
- [16] On March 13, 2025 at 2:00 am, there was another complaint related to loud shouting coming from the unit. A resident spoke to security and said they would be more careful. Later that same night, there was a further complaint related to loud shouting and door slamming. The police were called by a neighbour, but the noise had stopped by the time they arrived.
- [17] For their part, the submission from Mr. Keyvani on behalf of the tenants suggests that the only noise issue they were aware of was related to a malfunctioning automatic door closer that sometimes resulted in the door slamming shut, making a loud noise. They indicate that they were aware of this source of noise and tried to minimize the noise. They say that they received letters from the condominium management dated January 17 and 30. They say that the faulty door closer was fixed and that, after that, they were not aware of any further complaints about noise.
- [18] The tenants also say that none of them were in the unit at the time of some of the complaints. I note, however, that tenants or other occupants of the unit were present on the occasions that security visited the unit and confirmed the loud noise.

D. ANALYSIS

- [19] I note that it is possible that the tenant Respondents did not receive any written warnings about complaints subsequent to the two letters from management in January 2025. This is because the two letters sent by counsel about the noise complaints were sent to the owner of the unit only and not copied to the residents. I also note that the letters from management were sent to the tenants only and not copied to the owner.
- [20] Even if they did not receive copies of the letters from counsel, the residents knew there were continuing complaints not related to the door issue.
- [21] On the basis of the evidence before me, I find that the residents of the unit owned by Jie Yu have created loud noise. I accept the evidence from the security notes

and find that the complaints were about noise occurring late or very late at night, often in the early hours. I find that the noise was unreasonable, especially when it occurred during hours when most other residents would be sleeping. It clearly disturbed the occupants of the unit across the hallway. The noise was caused by playing loud music and sometimes loud shouting as well. I find that the unreasonable noise continued after the tenants were made aware of the problem by management.

[22] I find that the tenants allowed or created unreasonable noise, which was an annoyance or disruption, contrary to s. 117 (2) of the Act and the noise provisions of Rules C1 and C2 of the TSCC 2824 rules.

[23] The tenants in the unit owned by Jie Yu are ordered to stop making unreasonable noise in the unit.

[24] As noted earlier, as the owner of the unit, Jie Yu has legal obligations to both TSCC 2824 and to other residents in the building. As an owner, Jie Yu is required to provide an address for service. If an owner uses the unit address as the address for service, the owner must ensure that any communications that are sent, and particularly those affecting legal rights and obligations, is communicated to the owner. If the owner has an agent, as the tenants suggest is the case here, there must be arrangements to ensure that the agent receives the communications. Failing to make these arrangements does not relieve the owner of their obligations as an owner.

[25] In this case, it is possible that the owner would not initially have known that there was an issue even if these arrangements were in place, since the letters from the condominium manager were sent only to the tenants. However, the letters from the lawyer were sent using the address for service provided by Jie Yu, which included their email address.

[26] Jie Yu is ordered to ensure that tenants in the unit are aware of the rules and, in particular, that they do not make unreasonable noise.

E. COSTS

[27] TSCC 2824 seeks an order that Jie Yu pay \$4,704, “representing all costs incurred by the Corporation in connection with this case, including all filing fees and legal fees and disbursements”. TSCC 2824 is not seeking compensation for costs associated with the letters sent to Jie Yu by counsel before the application was filed.

[28] The Tribunal’s Rule 48 provides in part as follows:

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.

[29] Rule 48.2 provides that legal costs will not generally be awarded. Exceptions to this may be made based on the circumstances of the case. Some of these are identified in the Tribunal’s Practice Direction: Approach to Ordering Costs. Factors relevant to this case include:

1. The conduct of all parties and representatives, including the party requesting costs.
2. Whether the parties attempted to resolve the issues in dispute before the CAT Case was filed.

[30] If costs are awarded, there is a presumption that full costs will not be ordered (see *Waterloo North Condominium Corporation No. 37 v. Baha*, 2025 ONSC 4449 for example).

[31] In this case, TSCC 2824 attempted to resolve the issues in dispute. It did so by sending communications to the tenants, which were not copied to the owner, followed by two letters that were sent by counsel, but only to the owner. When these did not resolve the matter, TSCC 2824 was left with no alternative to gain compliance but to file this application.

[32] Under Rule 48.1 of the Tribunal's Rules of Practice, Jie Yu is ordered to pay the Tribunal filing fees paid by TSCC 2824, in the amount of \$150.

[33] The remaining amount of the claimed legal costs is \$4,554. The amount claimed seems reasonable for the work done. An award for costs is appropriate because TSCC 2824 tried to seek compliance before the application was filed. A cost award is discretionary and in consideration of the circumstances of this case, I find a cost award on a partial indemnity basis of 50% is appropriate. Rounding up the amount claimed to \$4,600, I award costs of \$2,300. As a result of Jie Yu's failure to engage with the TSCC 2824 and failure to join the case, I find that the legal costs are payable by Jie Yu.

F. ORDER

[34] The Tribunal orders that:

1. The tenant respondents are ordered to comply with s. 117 (2) of the Act and TSCC 2824's Rules C1 and C2, and to not create unreasonable noise or allow unreasonable noise to be created.
2. Jie Yu is ordered to ensure that any tenants in the unit are familiar with the rules of the condominium and in particular that they not make unreasonable noise.
3. Jie Yu is ordered to pay TSCC 2824 \$150 representing the Tribunal filing fees and \$2,300 representing legal costs on a 50% indemnity basis, for a total of \$2,450. These amounts are to be paid within 30 days of the date of this decision.

Brian Cook
Member, Condominium Authority Tribunal

Released on: August 14, 2025