

Corrected Decision

This decision includes a correction to the Applicant's representation

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: November 27, 2025

CASE: 2024-00128N

Citation: Marazzato v. Wentworth Common Elements Condominium Corporation No. 519, 2025 ONCAT 173

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

Member: Roger Bilodeau, Member

The Applicant,

Belinda Marazzato

Self-represented from September 4, 2024 to September 22, 2024 and from February 4, 2025 to September 23, 2025

Represented by Leigh Wile, Agent (from September 22, 2024 to February 3, 2025)

The Respondent,

Wentworth Common Elements Condominium Corporation No. 519

Represented by Kevin Mitchell, Counsel (as of October 23, 2024)

Hearing: Written Online Hearing – September 4, 2024 to September 23, 2025

REASONS FOR DECISION

A. INTRODUCTION

[1] The Respondent Wentworth Common Elements Condominium Corporation No. 519 ("WCECC 519") is a Common Elements Condominium. This means that it contains no units and consists solely of common elements. Ownership interest in the common elements lies with the owners of related properties, referred to in the Condominium Act, 1998 ("Act") as "parcels of tied land" – usually referred to using the abbreviation "POTL" (or "Potl" as set out in WCECC 519's governing documents).

[2] Belinda Marazzato ("Applicant") is the resident and owner of a POTL associated with WCECC 519. She is challenging the validity of various provisions found in

WCECC 519's governing documents in relation to visitor parking, as well as their enforcement and amounts that have been charged to her for alleged visitor parking violations. She also claims that she has been the target of harassing conduct by one or more members of WCECC 519's board of directors ("BOD"). She seeks the reimbursement of the amounts which she has paid to WCECC 519 as the result of various compliance and chargeback letters sent to her by WCECC 519 for the purposes of enforcing WCECC 519's governing documents. She also seeks compensation for her time, and that of her agent, in presenting this application.

- [3] For its part, WCECC 519 states that all charges incurred by the Applicant are valid and that they flow from the proper enforcement of their governing documents. In addition, WCECC 519 denies that any of its board members acted or conducted themselves in such a manner that would constitute harassment. In any case, it argues that there is no basis for any such claim in its governing documents. Finally, WCECC 519 seeks its costs in an undetermined amount.
- [4] For the reasons set out below, I find that WCECC 519's visitor parking provisions are valid and enforceable. I also find that its actions to enforce compliance with those provisions were likewise valid, to the extent that those activities are confined to WCECC 519's property. In addition, I find that several amounts which were charged to the Applicant for alleged violations of the visitor parking provisions are invalid. As a result, I order WCECC 519 to reimburse the Applicant the amount of \$1,880.99. Finally, I order WCECC 519 to pay one half of the Applicant's total filing fees of \$150.

B. PRELIMINARY MATTERS

- [5] At the outset, WCECC 519 joined the case but did not participate until after the start of this Stage 3 – Tribunal Decision due to an oversight and some confusion on its part, despite having received all the usual reminders and messages from the CAT system and staff. For her part, the Applicant confirmed my understanding of the issues and, along with her agent, proceeded to file her evidence and submissions in the weeks before WCECC 519's counsel took the necessary steps to participate in the case after the start of Stage 3. WCECC 519's counsel offered reasonable explanations as to why WCECC 519 had not participated until that point and that it acted promptly upon discovering its oversight.
- [6] Shortly thereafter and due to the fact that there had been no attempts at negotiation or mediation, as provided by Stages 1 and 2 of the CAT process, I offered the parties the opportunity to pursue Mediation-Adjudication, in accordance with Rule 44 of the Tribunal's Rules of Practice ("Rules"). After consideration by both parties, this proposal was ultimately rejected by the Applicant and the case

then proceeded in the usual manner.

- [7] At that point, counsel for WCEE 519 requested that some of the Applicant's claims should be dismissed on the grounds that they fell under s. 37 and 38 of the Act (breach of duty by the directors of WCECC 519), as well as under s. 117(1) of the Act (in regard to matters relating to intimidation, mental anguish and harassment). I therefore invited submissions from the parties in regard to the Respondent's objections.
- [8] Upon consideration of the evidence and submissions, I determined that the Applicant's allegations which are summarized in the paragraph above were outside the jurisdiction of the Tribunal as set out in the Act. However, I allowed the parties to file submissions in regard to any claim of harassing conduct which may be prohibited by WCECC 519's governing documents.
- [9] Near the end of this hearing, the Tribunal issued a decision in another case in regard to similar issues, which also involved WCECC 519 as respondent: see *Zolis v. Wentworth Common Elements Condominium Corporation No. 519 2025 ONCAT 131* ("Zolis"). I therefore invited the parties to make submissions on the applicability of that decision to the issues before me in this case.

C. BACKGROUND

- [10] WCECC 519 has 28 units and is bounded on three sides by a private roadway designated as Kitty Murray Lane, which is an extension of a city street by the same name. It also has a visitor parking area ("visitor parking") consisting of 14 visitor parking spaces. The use of these spaces is governed by provisions found in WCECC 519's governing documents.
- [11] The Applicant purchased and took possession of her POTL in February 2015. At that time and up to August 8, 2022, the only provision in WCECC 519's governing documents related to visitor parking was article 3.4.
- [12] The relevant portion of Article 3.4 of the Declaration provides that the visitor parking spaces
- ...shall be used only by the visitors and guests of the Owners, residents and tenants" of the Potls and "... each such space shall be individually so designated by means of a clearly visible sign or mark.
- [13] In accordance with the Declaration, there is signage in the visitor parking area which reads 'Visitor Parking Only,' which also states that unauthorized vehicles will be "ticketed and/or towed".

[14] For their part, s. 6 and 8 of WCECC 519's Rules govern the use of the roadway, among other matters, and include restrictions on parking on the roadway, as opposed to parking in the visitor parking area.

[15] In June 2022, the BOD of WCECC 519 amended its Rules to add Rule 12, in specific regard to visitor parking, which came into force on August 8, 2022. That rule reads as follows:

No owner/tenant shall park their vehicles in the Visitor Parking for any reason. A bona fide visitor may utilize a designated Visitor Parking area for a maximum of 3 overnight (9:00 p.m. to 7:00 a.m.) stays per 7-day period. Visitors requiring a longer term must submit a request in writing to the Property Management Company for Board consideration and prior approval. It will be the Board's determination on a per case basis how long they are permitted to park in the Visitor's Parking during their stay.

Students who visit home for a weekend would be considered a Visitor.

Students who come home to stay for breaks (fall break, Christmas break, spring break and summer vacation) would not be considered a Visitor. They would be considered residents.

Spouses or Partners who stay more than three nights per 7-day period would not be considered Visitors. They would be considered residents.

Residents who have the same visiting vehicle in Visitor's Parking often may be required to verify that they are indeed Visitors via a piece of mail or driver's license as proof of address.

If your household has more vehicles than available parking (driveway and garage), extra vehicles must be parked offsite.

The letter process for violations of these Visitor Parking Rules will conclude at two compliance letters. If the resident continues to violate the Corporation's Rules, stronger actions will be taken which may include ticketing and/or towing and/or legal enforcement via the Corporation's solicitor, all at the sole expense of the vehicle owner.

[16] At its meeting of October 12, 2023, the BOD of WCECC 519 adopted a policy whereby only one warning letter would be sent upon a violation of Rule 12, followed by a legal letter. I also note that in the minutes of that meeting, there is a reference to a previous policy which provided for three compliance letters, followed by a legal letter. For the record, WCECC 519 was unable to produce that previous policy in evidence and there is no information as to when it was adopted or as to when it was in force.

- [17] The BOD of WCECC 519 held a subsequent meeting on January 16, 2024, at which time there was a further discussion and confirmation of the policy which was adopted at its meeting of October 12, 2023. On January 17, 2024, WCECC 519 and its condominium management company, Wilson Blanchard Management Inc. ("WB"), jointly issued a notice (sent by email to all owners) titled "Visitors Parking Policy", on WB letterhead, which stated as follows:

As per the Corporation's Rules and Regulations (Declaration, Article 3, Part 3.4) each visitor's parking space compromising (sic) part of the common elements shall be used only by the visitors and guests of residents.

Residents are not permitted to use visitors parking.

As visitor parking violations continue to happen, the Board of Directors has adopted the following policy:

The letter process will be reduced to one compliance letter. If the resident continues to violate the Corporation's regulations, a legal letter will be sent with all costs being billed to the unit and subject to the same collection enforcement procedures as your monthly condominium fees. Please consider this your first official compliance letter.

Visitors are bound by 72-hour total overnight parking restrictions per 7-day period.

Long-term out of town visitor parking is subject to approval by the board. The board will determine on a per case basis how long visitors are permitted to park in the visitors parking. Visitors must provide the license plate number prior to their stay.

Residents who have the same visiting vehicle in visitors parking may have to provide verification that they are indeed visitors via a piece of mail or drivers license to provide proof of address. (emphasis included).

- [18] On March 19, 2024, WB and the BOD of WCECC 519 sent an email to unit owners which contained a Spring 2024 newsletter. That newsletter included the following information in relation to visitor parking:

Visitor Parking

Visitor parking spaces are for the use of visitors and guests to the property only. Unless otherwise approved, Residents should be parking in their personal parking spaces only or on city roadway.

Long-term out of town visitor parking is subject to approval by the board.

As a reminder:

Visitors are bound by 72-hour total overnight parking restrictions per 7-day period. You will be given 1 violation notice for the first infraction. You will be given a legal letter for the 2nd infraction and all infractions after in which these costs will be charged back to your unit.

[19] Between January 3, 2018 and February 8, 2024, the Applicant received a number of notices relating to breaches of the governing documents in regard to (i) the use of the visitor parking area and (ii) parking in the roadway, as well as compliance and chargeback letters in regard to the alleged violations of the visitor parking provisions.

[20] The timeline of the notices and letters which were addressed to the Applicant is as follows:

- January 3, 2018: a notice of violation for parking in the roadway - no provision of the governing documents was cited in that notice;
- July 5, 2019: a notice of violation for parking in the visitor parking area - that notice refers to Rule 8 but does not state in what way there has been a violation of the governing documents;
- May 22, 2020: a notice of violation for parking in the visitor parking area - that notice also refers to the above letter of July 5, 2019 and refers to the Declaration but does not state in what way there has been a violation of the governing documents;
- June 8, 2020: a notice of violation for parking in the visitor parking area - that notice refers to the Declaration and that this is the third and final notice after the previous two letters;
- September 25, 2020: a notice of violation for parking in the roadway - being further to the letter of January 3, 2018 on the same topic and with reference to Rule 6;
- August 18, 2021: a chargeback letter for the amount of \$798.30 for legal services to investigate visitor parking violations - without any mention of any provision of the governing documents;
- November 12, 2021: a notice of lien for the chargeback of \$798.30, plus legal fees, for a total lien amount of \$1,339.32;

- December 16, 2021: a chargeback letter in the amount of \$103.96 for legal services to enforce the rules - resulting from a telephone call from the Applicant to the lawyer for WCECC 519;
- October 13, 2022: a chargeback letter in the amount of \$619.41 for legal fees to enforce the rules;
- November 10, 2022: a chargeback letter in the amount of \$437.71 for legal fees to enforce the rules;
- January 29, 2024: a compliance letter from the lawyer for WCECC 519 in regard to violations of the visitor parking rules - that letter refers to the Declaration and to Rule 12 for parking in the visitor parking area for more than 5 days in January 2024; and
- February 8, 2024: a chargeback letter in the amount of \$1,018.41 for legal fees incurred by WCECC 519 for enforcement of the Rules, specifically for the repeated visitor parking violations which led to the compliance letter of January 29, 2024 – that letter refers to the Declaration and to the Policy, without any reference to Rule 12.

[21] As shown above, two letters were sent to the Applicant in regard to parking on the roadway. However, and as confirmed by WCECC 519 during this proceeding, neither of those two letters was the subject of any chargebacks which are at issue in this application.

[22] The Applicant has paid to WCECC 519 all of the amounts listed above, for a total of \$1,880.99, except for the sum of \$1,018.41 which has been added to the common expenses payable with respect to her POTL. She also acknowledges that she initiated this application after receiving the chargeback letter of February 8, 2024.

D. ISSUES & ANALYSIS

[23] In light of all the above, the issues to be decided in this case are as follows:

1. Are the visitor parking provisions found in WCECC 519's governing documents valid and if so, have they been reasonably enforced?
2. The validity of any and all amounts which have been charged to the Applicant by WCECC 519 in regard to alleged infractions pertaining to WCECC 519's visitor parking spaces?

3. Whether the Applicant has been the target of harassing conduct by one or more members of the BOD of WCECC 519, in breach of its governing documents?
4. Whether either party is entitled to costs or fees?

Issue 1: Are the visitor parking provisions found in WCECC 519's governing documents valid and if so, have they been reasonably enforced?

- [24] Although the Applicant has confirmed that she has read and understood the contents of all the governing documents, she submits that WCECC 519's visitor parking rules and its enforcement of those rules are confusing, ambiguous and raise privacy concerns.
- [25] The Applicant further submits that WCECC 519's adoption of Rule 12 did not follow proper procedure and that in addition, it was followed by an "ad hoc policy" which purports to amend Rule 12, contrary to s. 58 of the Act. She adds that WCECC 519's visitor parking rules and policy are unenforceable and that in addition, there was no communication to the owners and residents of CECC 519 about those matters.
- [26] She alleges that the visitor parking rules were enacted with the specific intent to establish a visitor as a resident, resulting in the directors of WCECC 519 conducting activities such as surveillance (including outside the WCECC 519 property), canvassing houses in and around the WCECC 519 property, as well as attending an owner's unit demanding visitors to present identification showing that they live at a different address. Once the directors believe that they have established the evidence to prove that a visitor is in fact a resident, they engage WCECC 519's lawyer to send a letter to a unit owner, followed by a chargeback for the cost of the letter to the offending unit owner. The Applicant contends that the directors have no way of determining whether a person is visiting a resident of WCECC 519 or if a vehicle is associated to a visitor.
- [27] For its part, WCECC 519 submits that the misuse of its visitor parking area has been a persistent problem and that it has been the subject of discussion at a number of meetings of its BOD.
- [28] On March 2, 2021, the BOD held a meeting during which the visitor parking policy was discussed and it was agreed that WCECC 519 would continue with the policy of sending three notice letters followed by a compliance letter.
- [29] At its meeting of June 30, 2021, the BOD decided that it would send out a notice

regarding visitor parking to advise the owners that: a) any visitors who are going to be staying on the property longer than seven days should contact the management office and get permission from the board; b) to be considered a visitor eligible to use visitor parking area, a vehicle cannot stay on site more than 72 hours in a seven-day period; and c) residents are not permitted to use the visitor parking area. WCECC 519 adds that the above statement did not constitute a rule and that it has never been implemented as such.

- [30] At its meeting of June 15, 2022, the BOD voted to amend its Rules by adding Rule 12, in accordance with s. 58 of the Act.
- [31] WCECC 519 adds that the owners were informed of Rule 12 by way of a notice which provided a copy of the amendment, the date of its coming into force (namely August 8, 2022), as well as a statement advising that owners could requisition a meeting under s. 46 of the Act.
- [32] WCECC 519 further adds that the signature on the abovementioned notice indicates June 5, 2022, being prior to the abovementioned board meeting of June 15, 2022. WCECC 519 acknowledges that this was an error and that the notice was actually signed on June 15, 2022, being the day of the meeting of its BOD. In any case, WCECC 519 submits that what matters is the date on which the notice was sent out, being June 15, 2022, and the date of coming into force of Rule 12, namely August 8, 2022.
- [33] WCECC 519 further submits that it has no record of the Applicant filing a requisition for an owners' meeting in regard to Rule 12, in accordance with s. 46 of the Act.
- [34] On September 15, 2022, WCECC 519 held an Annual General Meeting, at which time the Rule 12 amendment was discussed. WCECC 519 has no record of the Applicant seeking clarification about the Rule 12 amendment during that meeting.
- [35] On October 12, 2023, the BOD of WCECC 519 held a meeting and adopted a new policy regarding visitor parking, namely that it would only send one compliance letter and if the infraction(s) continued, a legal letter would be sent.
- [36] Finally, the BOD of WCECC 519 held a meeting on January 16, 2024, at which time it adopted a new visitor parking policy. By way of that new policy, the BOD of WCECC 519 decided that it would no longer send a notice letter for visitor parking violations and that instead, a compliance letter would be sent upon the first infraction. All owners were advised of this new policy.

- [37] WCECC 519 submits that its visitor parking policy adopted on January 16, 2024, is an internal procedure or guideline which simply indicates how many violations will need to occur before a compliance letter is issued. It argues that changes to its policy do not constitute a change to the Rules and, as such, did not require compliance with s. 58 of the Act.
- [38] I note here that the Applicant has made very similar submissions about WCECC 519's visitor parking provisions as were put forward by the applicant in the Zolis case. Upon reviewing the evidence and submissions of the parties in this case in regard to the validity of article 3.4 of WCECC 519's Declaration and Rule 12 of its Rules, I find that there is no basis upon which I would decide this matter differently than in the Zolis case. In essence, I find those provisions to be valid and enforceable. They were enacted in accordance with the Act and there is no contradiction between the Declaration and Rule 12.
- [39] Although I find Rule 12 as a whole to be valid in its current form, I do note a possible lack of clarity about a segment of its wording which states that one can park for a "maximum of 3 overnight (9:00 p.m. to 7:00 a.m.) stays per 7-day period". In my view, that wording poses a question as to whether a person can only park during those hours for 3 overnight stays or whether a person can park for 3 overnight stays to a maximum of 3 full days in total, i.e. 72 hours.
- [40] In regard to WCECC 519's various policies and notices in regard to visitor parking which I have referred to above (and which do not form part of its governing documents), I conclude that WCECC 519 has taken the approach that its policies are fundamentally the same as its Rules. In my view, that is incorrect.
- [41] As a result, I am in total agreement with the decision of this Tribunal in the Zolis case to the effect that "a condominium cannot alter its rules by making policies. If a board wishes to change its rules, it must do so in the manner set out in s. 58 of the Act." (Zolis, at paragraph 34). I therefore find that the various policies put forward by WCECC 519 since October 12, 2023, are unenforceable to the extent that they propose to modify the contents of Rule 12, without regard for the requirements to amend the rules which are set out in the Act.
- [42] In regard to the enforcement of WCECC 519's provisions in relation to visitor parking, this Tribunal concluded as follows in the Zolis case (at paragraph 52):

The Respondent's board possesses broad discretion to determine appropriate enforcement actions for each situation, including but not limited to the enforcement actions set out in Rule 12 and its Visitor Parking Policy. The Respondent is also entitled to deference by this Tribunal where its conduct is not unreasonable.

- [43] In my view, the above statement also applies to this case, with one caveat, namely that WCECC 519's enforcement or surveillance activities are limited to its property. Its authority under the Act and its governing documents cannot extend outside its property limits and it must therefore conduct itself accordingly.
- [44] In concluding this section, I therefore find that WCECC 519's provisions in regard to visitor parking as set out in its Declaration and in Rule 12 are valid and enforceable.

Issue 2: The validity of any and all amounts which have been charged to the Applicant by WCECC No. 519 in regard to alleged infractions pertaining to WCECC No. 519's visitor parking spaces?

- [45] I begin this analysis by noting that WCECC 519's governing documents provide for different provisions in regard to visitor parking when one compares the provisions in place before and after the coming into force of Rule 12 on August 8, 2022. Prior to that date, the only applicable provision is found in article 3.4 of the Declaration. In that regard, I note that the sole restriction in article 3.4 is that the visitor parking area can only be used by visitors of the owners and residents of the POTLS of WCECC 519, albeit without any reference to time limits or any other similar restriction. In addition, the sign posted in the visitor parking area contains no such restriction.
- [46] On the other hand, Rule 12 provides an explicit framework and restrictions on the use of the visitor parking spaces.
- [47] The notices of parking violations which were issued before August 8, 2022 all indicate that the Applicant is in breach of WCECC 519's governing documents because of the improper use of the visitor parking area by a vehicle "associated with your unit". On the other hand, there is no indication or information which would allow one to know if the vehicle in question belongs to a visitor or resident of the unit. In my view, the notices issued before August 8, 2022 are invalid because they contain no indication of how the Applicant was in breach of the visitor parking provision. The notices contain no timeline or duration of when a vehicle associated with a unit would be deemed to cease being that of a visitor and be determined to be that of a resident. In other words, the regime in place before August 8, 2022, allowed for visitor parking but did not provide any standard or measurement of how a breach of the relevant visitor parking provision could be assessed and determined. In contrast, Rule 12 provides such a framework as of its effective date of August 8, 2022.
- [48] As a result, I find that the notices of violation dated July 5, 2019, May 22, 2020,

and June 8, 2020, are invalid, as well as the related chargeback letters of August 18, 2021, and December 16, 2021. Similarly, the letter of November 12, 2021, which purported to issue a notice of lien for the chargeback amounts connected to the abovementioned notices of violation, is also invalid. In that regard, I also note that the courts (see for example, *Amlani v. York Condominium Corporation No. 473*, 2020 ONSC 194) and this Tribunal have consistently determined that condominium corporations must not seek to collect or enforce collection by way of lien provisions under the Act without obtaining a prior court or Tribunal order: see the Tribunal decision in *Li v. Toronto Standard Condominium Corporation No. 2205*, 2025 ONCAT 128, at paragraph 35, as well as the Zolis decision at paragraph 35. The letter of November 12, 2021 is therefore also defective to the extent that it purports to create a lien on the Applicant's POTL.

- [49] As for the charges incurred by the Applicant as a result of the chargeback letters of October 13, 2022, and November 10, 2022, those two letters were issued by WCECC 519's then condominium manager, after the coming into force of Rule 12 on August 8, 2022. Those letters state that they are being sent to collect amounts owing for legal services to enforce the rules, without reference to any rule or any other provision of the governing documents. In addition, there is no evidence of any compliance letters or notices of violation having been sent to the Applicant prior to those chargeback letters, nor is there any reference or any link to the notices of violation dated July 15, 2019, May 22, 1980 or June 8, 2020. Finally, WCECC 519 was unable to produce any other information regarding the basis for those two chargeback letters. As a result, I also find those charges to be invalid.
- [50] In further regard to those letters, both parties confirmed that the Applicant did pay the amount of \$437.71, as set out in the chargeback letter of November 10, 2022. In addition, both parties agree that the charge of \$619.41 as set out in the chargeback letter of October 13, 2022, was cancelled as a result of a discussion or arrangement between the Applicant and WCECC 519's then condominium manager. Unfortunately, neither party was able to provide any information or supporting documentation in regard to that arrangement. As a result, my determination on this portion of the Applicant's claim is solely in relation to the chargeback amount of \$437.71, as set out in the chargeback letter of November 10, 2022.
- [51] Finally, I now consider the chargeback amount of \$1,018.41 for legal fees incurred by WCECC 519 for the enforcement of its Rules, specifically for the visitor parking violations which led to the compliance letter of January 29, 2024. Based on the evidence before me, I find that chargeback amount to be valid because it complies with the requirements of Rule 12. In fact, the process which led to that chargeback

letter is consistent with WCECC 519's enforcement process which was summarized as follows at paragraph 53 of the Zolis decision:

As noted previously, the Respondent has sought to enforce the visitor parking provisions of its declaration and Rule 12 by the following steps:

1. Sending at least two compliance letters from the condominium manager.
2. Engaging its legal counsel to write a compliance letter.
3. Charging back to the Applicant its legal fees associated with the lawyer's compliance letter, and stating it would collect these amounts by condominium lien.

[52] In this case, the Applicant was notified by email from a member of the BOD of WCECC 519 on at least two occasions in January 2024 that her visitor was in breach of the time limit for parking in the visitor parking area. In addition, WCECC 519 filed copies of photographs of a vehicle associated with the Applicant's unit taken by a member of its BOD during the relevant period.

[53] In conclusion, I therefore order WCECC 519 to reimburse the Applicant in the amount of \$1,880.99, which amount represents the total sum paid by the Applicant for the invalid charges which she incurred from August 8, 2021 to November 10, 2022.

Issue 3: Whether the Applicant has been the target of harassing conduct by one or more members of the BOD of WCECC 519, in breach of its governing documents?

[54] Under this heading, the Applicant submits that the BOD of WCECC 519 has engaged in repeated and unwarranted oppression and harassment in relation to the enforcement of WCECC 519's rules in regard to visitor parking.

[55] The Applicant therefore argues that the BOD of WCECC 519 has acted in breach of s. 3.1(b) of WCECC 519's Declaration, which reads as follows:

No one shall, by any conduct or activity conducted in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this Declaration, any By-Law and/or Rule of the Corporation and/or any agreement authorized by the By-Laws of the Corporation.

[56] The Applicant further argues that the BOD of WCECC 519, through the aggressive enforcement of its visitor parking rules, both on and off the WCECC 519 property,

has hindered and obstructed her use of the common elements, in particular the visitor parking area.

[57] The Applicant has submitted the following evidence in support of her claim of obstructive and harassing conduct by the BOD of WCECC 519, namely:

- aggressively knocking on the Applicant's door, demanding to know and verify the identity and address of the driver of a vehicle parked in the visitor parking area;
- observing and taking photographs of a legally parked vehicle, without consent, both on WCECC 519's property and on a public street (Kitty Murray Lane); and
- approaching the Applicant's son while he was lawfully parked in the visitor parking area and menacingly stating that he is limited to "three days".

[58] The Applicant submits that the alleged repeated surveillance, intimidation, and unreasonable demands by the BOD of WCECC 519 in regard to the use of the visitor parking area were intentional and caused her significant distress.

[59] For its part, WCECC 519 argues that s. 3.1(b) of its Declaration is a sub-clause under the heading of 'Common Elements' in the Declaration and that s. 3.1 deals with the general use of the common elements. It adds that s. 3.1(b) operates as a prohibition for any individual attempting to deny to other unit owners the use of the common elements, which by its nature is very different from steps taken by WCECC 519 to enforce the application of its governing documents.

[60] WCECC 519 points out that throughout the course of her submissions, the Applicant has used very specific language to describe the damage which she claims to have suffered as a result of WCECC 519's alleged harassment. She has utilized terms such as "distress" and has described WCECC 519's behavior as being "intrusive and unwarranted", "menacing", as well as having resulted in the creation of an "intimidating environment".

[61] WCECC 519 submits that the Applicant's choice of words to describe the nature of the harassment clearly indicates that the Applicant is referring to harassment that results in the type of injury or damage which is expressly dealt with under s. 117 (1) of the Act, which, as outlined above, is outside the CAT's jurisdiction.

[62] In any case, WCECC 519 submits that should it be found that its behavior does fall within the CAT's jurisdiction, that these allegations are false and unsupported by any evidence.

- [63] WCECC 519 adds that despite the type of conduct complained of by the Applicant having created an allegedly intimidating environment, there is no indication that the Applicant or any party felt the need at the time of these events to take any steps to record them. In addition, no contemporaneous email or message was sent to either the BOD of WCECC 519 or its condominium manager. It has been raised for the first time in support of this application.
- [64] As a final point, WCECC 519 acknowledges that one or more of its officers took photos of the Applicant's son's vehicle, as well as sending emails to the Applicant on various dates in January 2024 in regard to visitor parking violations. WCECC 519 further submits that those actions properly relate to its efforts to enforce the relevant visitor parking provisions found in its governing documents. WCECC 519 submits that but for the Applicant's and her son's persistent practice of failing to comply with its governing documents that these actions would have been less impactful to the Applicant.
- [65] In my view, WCECC 519's governing documents make no provision for a claim of this nature. In addition, the Applicant has made claims of suffering mental anguish and distress, without evidence. Whether or not she has experienced any such distress, her claims fall within the ambit of s. 117(1) of the Act and are therefore outside the Tribunal's jurisdiction. As a result, the Applicant's claims under this heading must fail.

Issue 4: Whether either party is entitled to costs or compensation on account of the circumstances of this case or these proceedings?

- [66] The Applicant requested that she be reimbursed for her Tribunal application fees of \$150. In addition, she also requested reimbursement for six hours of her own time spent working on her case, at \$55 per hour, plus \$26.40 for travel expenses to deliver notices to the condominium manager's office, as well as 14 hours for work on the case by her agent, at \$110 per hour.
- [67] Rule 49.1 of the Rules states that:

The CAT generally will not order one Party to pay another Party compensation for time spent related to the CAT proceeding.

As such, a party to a Tribunal proceeding is typically not entitled to a costs award for their personal time and effort spent in preparation for or participation in the case.

- [68] In regard to the Applicant's Tribunal filing fees, I find that the Applicant has been partly successful and I therefore order WCECC 519 to reimburse her for one half

of her Tribunal filing fees, being the amount of \$75. I make no other order in regard to costs.

E. ORDER

[69] The Tribunal orders:

1. WCECC 519 to reimburse to the Applicant the sum of \$1,880.99, as a result of invalid amounts which were charged back to her, within 30 days of the date of issuance of this order.
2. WCECC 519 to pay to the Applicant the amount of \$75, being one half of her Tribunal filing fees, also within 30 days of the date of issuance of this order.

Roger Bilodeau
Member, Condominium Authority Tribunal

Released on: November 27, 2025