

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: October 15, 2025

CASE: 2025-00721N

Citation: Janssen v. Toronto Standard Condominium Corporation No. 1851, 2025 ONCAT 176

Order under section 1.41 of the *Condominium Act, 1998*.

Member: Ian Darling, Chair

The Applicant,

Wouter Janssen

Self-represented

The Respondent,

Toronto Standard Condominium Corporation No. 1851

Submission Dates: October 10, 2025 to October 14, 2025

DISMISSAL ORDER

- [1] In responding to a Notice of Intent to Dismiss this Application, the Applicant relied on Artificial Intelligence to draft a response. The response did not address the concerns raised by the Tribunal. The response also included hallucinations – in the form of fake case citations, and misrepresentation of the Condominium Act (1998). Since the submissions do not address the substantive concerns, I will not address them in detail. I will only address those that are relevant to this Notice.
- [2] This Application is dismissed because it relates to a chargeback related to water damage. This is a dispute about repairs and maintenance. The CAT does not deal with every type of chargeback. The CAT does not deal with repairs and maintenance. The CAT does not have legal authority to hear and determine an outcome to these disputes.
- [3] The Applicant filed an application with the Condominium Authority Tribunal (CAT). The application was under the CAT's jurisdiction to consider indemnity issues as part of nuisance disputes. Toronto Standard Condominium Corporation No. 1851 ("TSCC 1851") ("the Respondent"). The Applicant is a unit owner in TSCC 1851.

- [4] The Applicant disputes the charges of \$1,966.20 for water damage remediation and \$1,463.48 in legal fees levied by the corporation. The Applicant believes that he should only be held responsible for the one-time plumber's fee of \$327.70, incurred for the installation of the shut-off-valve replacement located in his unit.
- [5] The Applicant contends that the corporation was notified of the leak as early as September 1, 2025, but failed to take timely action to repair the issue. The Applicant argues that this delay in addressing the leak allowed water to seep into the adjoining wall and hallway, ultimately resulting in damage that required removal of the hallway baseboards and carpet.
- [6] The Applicant maintains that the Corporation's inaction contributed directly to the extent of the damage, and therefore he should not be held responsible for the remediation costs or associated legal fees.
- [7] The charges raised in the application relate to repair and maintenance. The Tribunal's jurisdiction is set out in regulations^[1] by the Ontario government. It cannot accept an application where there is no authority to deal with the issue. The CAT can hear disputes with respect to chargebacks and indemnity provisions only if they relate to disputes within the CAT's jurisdiction. These include Pets; Vehicles; Parking; Storage; and specific Nuisances.
- [8] The issues that make up this dispute are not within the jurisdiction of the CAT. I order that this case be dismissed.
- [9] The Respondent responded to the Notice even though the Tribunal instructed them not to respond until asked. This decision did not consider any of their submissions. The Respondent did not request costs for this submission, but I will take the unusual step of ordering the Respondent not to add any additional charges to the unit with respect to costs incurred related to this application. The CAT instructed the Respondent not to respond, and it would be unfair to add additional legal costs in this context.

ORDER

- [10] The Tribunal orders the Application dismissed. Each party is responsible for their own costs.

Ian Darling

Chair, Condominium Authority Tribunal

Released on: October 15, 2025