

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: December 16, 2025

CASE: 2025-00284R

Citation: Leuzzi v. Peel Condominium Corporation No. 96, 2025 ONCAT 213

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

Member: Laurie Sanford, Member

The Applicant,

Carmine Leuzzi

Self-represented

The Respondent,

Peel Condominium Corporation No. 96

Represented by Anthony Spadafora, Counsel

Hearing: Written Online Hearing – July 7, 2025 to November 26, 2025

REASONS FOR DECISION

A. INTRODUCTION

- [1] Carmine Leuzzi and his wife co-own a unit in Peel Condominium Corporation No. 96 (“PCC 96”). Between them, they requested four different sets of records from PCC 96 under section 55 of the *Condominium Act, 1998* (the “Act”) at the beginning of this year. When no responses were received from PCC 96, Mr. Leuzzi brought this application on behalf of himself and his wife. Mr. Leuzzi contends that some of the records they requested have not yet been provided and that those records which have been provided are inadequate. He seeks a reimbursement of the Tribunal fees he spent in bringing this Application and a penalty against PCC 96 for refusing him records without a reasonable excuse.
- [2] PCC 96 takes the position that Mr. Leuzzi, on his own behalf and on behalf of his wife, is not entitled to any of the records he requested. PCC 96 contends that he is disentitled from receiving them because the requests are not “solely related to that person’s interests as an owner . . . having regard to the purposes of the Act”, a regulatory requirement. PCC 96 submits, in the alternative, that Mr. Leuzzi, has all

the records that he and his wife requested and to which they are entitled and that the records provided are adequate.

- [3] As is all too frequently the case in records requests that come before the Tribunal, this application is a microcosm of a wide-ranging dispute between the parties. Much time was taken up by both parties in attempting to frame or re-frame past disputes rather than focussing on the comparatively narrow issues of this application. Concerning those issues, for the reasons set out below, I conclude the records that Mr. Leuzzi and his wife have received all the records they are entitled to, and these records are adequate. PCC 96's position that Mr. Leuzzi is not entitled to any records will be considered below. No penalty will be ordered.
- [4] In addition to the present application, Mr. Leuzzi has brought four others in the past because PCC 96 has not responded to his records requests in the time or manner mandated in the Act. I am directing PCC 96 to bring themselves into compliance with the provisions of the Act and *Ontario Regulation 48/01* that relate to responding to records requests.
- [5] In terms of fees and costs, although I am awarding Mr. Leuzzi the fees, he paid the Tribunal to bring this application, I am also directing him to pay \$1,000 to PCC 96 on account of PCC 96's legal costs for this application. This will be in addition to Mr. Leuzzi's share of the legal costs payable as a unit owner. Mr. Leuzzi's persistence in pursuing irrelevant matters despite my directions caused unnecessary delays in the hearing and put PCC 96 to unnecessary expense.

B. ISSUES AND ANALYSIS

- [6] Twenty-four records are at issue in this application. The records requested are primarily cheques and board meeting minutes, although there is also a request for a special events budget, and an employment contract for a relief superintendent. Mr. Leuzzi has been provided with 18 of those records. Mr. Leuzzi contends that the records that have been provided are inadequate.
- [7] Mr. Leuzzi submits that PCC 96 has refused to permit him to examine or obtain copies of the remaining six records without reasonable excuse. These remaining records will be detailed and considered below. Mr. Leuzzi is requesting a penalty against PCC 96 for this refusal under subparagraph 1.44 (1) 6 of the Act. PCC 96 takes the position that the remaining six records requested are, in fact, not records but requests for information, which are not required to be provided under the Act.
- [8] PCC 96 also submits that Mr. Leuzzi is not entitled to any of the records he or his wife requested because, under subsection 13.3(1) of Ontario Regulation 48/01 to

the Act:

The right to examine or obtain a copy of a record under subsection 55 (3) of the Act does not apply unless,

(a) an owner, a purchaser or a mortgagee of a unit requests to examine or obtain the copy and the request is solely related to that person's interests as an owner, a purchaser or a mortgagee of a unit, as the case may be, having regard to the purposes of the Act;

[9] The issues in this case may be summarised as follows:

1. Is Mr. Leuzzi entitled to any of the records he has requested?
2. Are the 18 records that have been provided inadequate?
3. Has PCC 96 refused to provide Mr. Leuzzi access to six records without reasonable excuse?
4. Should there be an order for fees, penalties or costs and, if so, in what amounts?

Issue 1 – Is Mr. Leuzzi entitled to any of the records he has requested?

[10] PCC 96 submits that Mr. Leuzzi is not entitled to any of the records which he or his wife requested due to the operation of subsection 13.3(1) of Regulation 48/01. PCC 96 submits that the records requests were not made solely in accordance with Mr. and Ms. Leuzzi's interests as unit owners. This argument no longer has practical significance concerning the 18 records that PCC 96 has already provided to Mr. Leuzzi. The argument is relevant in determining whether Mr. and Ms. Leuzzi are entitled to the remaining six records they requested, and it will be considered below.

Issue 2 – Are the provided records inadequate?

[11] Mr. Leuzzi submits that the records provided to him are inadequate. He submits that section 55 of the Act requires a condominium corporation to maintain adequate records. Adequacy, in his submission, is more than the existence of a document. He submitted:

Adequacy requires that the records allow an owner to understand the corporation's transactions and decisions. Where records lack context of supporting information ordinarily maintained by corporations, their adequacy becomes a factual question for the Tribunal.

[12] The Tribunal, in the case of *Sakala v York Condominium Corporation No. 344*, 2024 ONCAT 162, provided a helpful analysis of the factors to be considered in determining if a record is adequate. The Tribunal concluded, at paragraphs 20 to 22:

In assessing the Applicant's submissions regarding the adequacy of the Respondent's records, I again have in mind the analysis in [*McKay v. Waterloo North Condominium Corporation No. 23*, 1992 CanLii 7501 (ON SC)] as well as in various decisions of this Tribunal. Together, these present two objective criteria for adequacy of condominium records, and certain principles that flow from them.

The two objective criteria following the reasoning in [*McKay*] are as follows:

1. That the records of a corporation are adequate if they allow the corporation to perform and fulfill its duties and obligations under the Act, summed up as the duty to control, manage, and administer the common elements and the assets of the corporation, and the duty to effect compliance by owners with the Act and the governing documents.
2. That the records are adequate if they provide unit owners with sufficient information to identify or determine whether the condominium is fulfilling those duties and obligations.

The principles and ideas that arise from application and analysis of those criteria in various cases of this Tribunal may be summarized as follows:

1. That adequacy is not dependent on whether an individual owner finds the records adequate for that owner's private purposes or meets the owner's particular standards but is dependent solely on whether the record satisfies the objective criteria defined in [*McKay*].
2. That the word "adequate" itself indicates that condominium records are not to be held to a standard of perfection. Each record, provided it essentially satisfies the objective criteria, is subject to a degree of tolerance for deficiencies, which may include errors, omissions, lateness, improper process, incompleteness, or ineffectiveness. The degree of tolerance applied to one record will not necessarily be the same as for another, depending on the nature and purposes of the record in question.
3. That not every case where inadequacy is found will give rise to a remedial order from this Tribunal. This is particularly so if there was mere inadequacy, or if the inadequacy has no current impact on the

operation of the condominium or the rights of its owners, or if the inadequacy is of a purely technical nature.

[13] Concerning Mr. Leuzzi's request for an understanding of PCC 96's transactions and decisions, including "the context of supporting information ordinarily maintained by corporations" the Tribunal in the *Sakala* decision stated, at paragraph 16:

It seems that the Applicant wishes not just to know whether the Respondent's board has fulfilled their duties, but to look behind their decisions, into their thought processes and the influences that informed them. There is no inherent or statutory right to this information. As noted in [McKay], "an owner has no right ... to require further information and explanations" beyond obtaining and inspecting the records of the corporation. Just as minutes of a meeting would not ordinarily contain a verbatim transcript setting out the complete thought process engaged in to reach a decision, there is no requirement for a condominium corporation to keep as records every document or other source of information to which the board or owners might have referred in reaching a decision.

[14] I have reviewed the records which were provided to Mr. Leuzzi and applied the principles of the *Sakala* decision to the facts and arguments here. Some of the records contain redactions to protect what PCC 96 says are "potentially private banking/finance-related information". While Mr. Leuzzi objects to that, it does not make the record inadequate, and I accept PCC 96's explanation for why the information was redacted.

The redactions do not interfere with Mr. Leuzzi's ability to determine the amount of the cheque or the identity of the payor and the payee.

[15] In other instances, Mr. Leuzzi objects to the use of screen shot copies of records but I am not persuaded that this is evidence of inadequacy or otherwise renders the record not responsive to the Leuzzis' requests. Screen shot copies are in wide use. PCC 96 also made "minor redactions" to certain board minutes to protect potentially privileged information under subsection 55(4) of the Act and the "principles of solicitor/client privilege." Here again, these redactions did not affect the adequacy of the records or their responsiveness to the Leuzzis' requests.

[16] Mr. Leuzzi requested "payment vouchers" and "voucher details" as an ancillary record to the requested cheques and submitted that the cheques were inadequate because they were provided without these documents. PCC 96 submits that neither payment vouchers or voucher details are defined legal or accounting terms and are not records within the meaning of the Act. Alternatively, PCC 96 submits

that these documents would be a “work product” rather than a record.

- [17] The Act defines “records” in an inclusive, not an exhaustive, way. Beyond his assertion that payment vouchers and voucher details are necessary ancillary documents, Mr. Leuzzi has provided no evidence that payment vouchers or voucher details are generally accepted accounting terms and necessary ancillary documents. I am not persuaded that the absence of payment vouchers and voucher details renders the cheques provided to Mr. Leuzzi inadequate.
- [18] Mr. Leuzzi also submitted that the special requests budget that he requested was inadequate because, according to PCC 96, it had not yet prepared at the time of the request. That, too, is not evidence of inadequacy. Similarly, PCC 96 failing to provide board meeting minutes for months in which there were no board meetings is not evidence of inadequacy.
- [19] The one possible exception to the issue of adequacy is that PCC 96 originally provided Mr. Leuzzi with an unsigned copy of an employment contract with its relief superintendent. Mr. Leuzzi objected to this. However, this is no longer an issue as PCC 96 provided the signed contract during the hearing. I conclude that the records provided to Mr. Leuzzi are adequate.

Issue 3 – Has PCC 96 refused Mr. Leuzzi access to six records without reasonable excuse?

- [20] PCC 96 has refused to provide six records that were part of the Ms. Leuzzi’s records requests on January 27, 2025, and February 5, 2025. To quote from the records requests, these records are:
 1. Non-core – Board Meeting Minutes pertaining to increase of management fees from \$81,360 annually (\$6,780/month) to \$93,500 annually (\$7,791.76/month). When was this discussed by the board members and voted on: Unknown;
 2. Non-core – Board Meeting Minutes pertaining to new Synapse management contract increase starting from May 1, 2024, only after 2 years of a signed 3-year contract. When was this discussed by the board members and voted on: Unknown;
 3. Non-core – Board Meeting Minutes pertaining to discussion where the board is aware that Synapse is not providing the management services it agreed to provide under a signed contract: Unknown;
 4. Non-core – Board Meeting Minutes where the board discussed the

Assistant Property Manager role as being part-time and not full-time. When did the board make the decision and vote on the management company only providing 23hrs/week of management service: Unknown;

5. Non-core – Board Meeting Minutes where the board discussed why Synapse PM claimed in its agreed contract to provide 24/7 after-hours service to residents but has not provided such services. The management company in its contract claimed it would provide: Unknown; and
6. Non-core – MM – Where a \$2-million debit memo transfer from the Reserve Fund account to Scotia Mcleod investment (December 2022) fund is discussed and approved by the board of directors: Unknown.

[21] Mr. Leuzzi submits that PCC 96 is refusing to provide Ms. Leuzzi with these records without a reasonable excuse. PCC 96 submits that these requests are “in their pith and substance” requests for information, to which Ms. Leuzzi is not entitled. As noted above, PCC 96 also takes the position that Mr. Leuzzi, whether on his own behalf or on behalf of his wife, is not entitled to any of these records as he is not requesting them for purposes solely related to his interests as an owner, as Regulation 48/01 requires. I will consider, first, the requests above numbered 1, 2, 4 and 6. Then I will consider the requests numbered 3 and 5.

[22] In considering these requests, it is relevant to know that Mr. and Ms. Leuzzi are experienced and sophisticated requestors of records. This is their fifth application to the Tribunal for records. In the four records requests that form the basis of this application, they successfully requested the board meeting minutes for the board meetings from October 2024 to January 2025 and made very specific requests for certain cheques. They know how to frame a records request to obtain the specific records they require. Here, the Leuzzis are not requesting specific board meeting minutes, but rather specific discussions embedded in unspecified board meetings. It is not clear whether the Leuzzis are requesting one or several board minutes in each request or how PCC 96 might reasonably be expected to know that it had fully complied with the request. For example, the decision about raising management rates or reducing a management role to part-time might have been a continuing discussion occurring over months or even years.

[23] Concerning the requests numbered 1,2,4 and 6, I am not persuaded that the Leuzzis are requesting only information or making a request for an improper purpose. However, I find that these record requests are too vague to reasonably permit the records to be located and provided. I conclude that PCC 96 has a reasonable excuse for refusing to provide these records.

- [24] The records requests numbered 3 and 5 are qualitatively different. It is here that PCC 96's arguments about the purpose of the requests become relevant. These requests might be characterised as "fishing expeditions". The term fishing expedition describes a search, including a request for records, which is made for the purpose of discovering facts that might be disparaging to the other party or might form the basis for some legal action against them. These types of requests are called fishing expeditions because the requesting party is metaphorically casting a wide net in the hopes of acquiring information that will reflect negatively on the other party without being certain that the records actually exist.
- [25] Characteristics of fishing expeditions include records requests that are unspecific in nature, cover a potentially wide time frame or may be inherently difficult or expensive to recover. These sorts of requests are frequently motivated by an animus towards the other party. The Tribunal has held that fishing expeditions are records requests not solely related to the requester's interests as an owner as required under subsection 13.3(1)(a). Therefore, people engaging in fishing expeditions are not entitled to the records they are requesting.
- [26] I conclude that records requests 2 and 5 constitute a fishing expedition because of a combination of factors. First, there is Leuzzis' knowledge and experience with making specific records requests.
- [27] Second, it is relevant to note that this application was brought in the midst of on-going disputes between the parties on a range of other issues and in the midst of litigation in other forums. The relations between the parties might fairly be characterised as sulphurous.
- [28] Third, it became clear during the hearing that Mr. Leuzzi harbours a particular animus, deserved or not, against a manager in Synapse, the condominium management company for PCC 96.
- [29] In this context, I note that request number 3 refers to the board being aware that Synapse is not providing the management services it agreed to provide under a signed contract. This request assumes that Synapse is not providing the contracted services and seems designed to embarrass the board of PCC 96 by obliging them to concede either that they were aware of deficiencies in the management services, or they were unaware of them. This request fulfills several of the criteria of a fishing expedition.
- [30] Similarly, request number 5 refers to "where the board discussed why Synapse PM claimed in its agreed contract to provide 24/7 after-hours service to residents but has not provided such services". This again makes assumptions about

Synapse's services and seems designed to embarrass the board of directors or force the board to defend Synapse rather than to obtain a specific record. Mr. Leuzzi is not entitled to records number 3 and 5.

Issue 4 – Should there be an order for fees, penalties or costs and, if so, in what amounts?

- [31] Under Rule 48.1 of the Condominium Authority Tribunal Rules of Practice if a case proceeds to Stage 3 – Hearing and the Tribunal makes a final decision; the unsuccessful Party will be required to pay the successful Party's CAT fees unless the Member decides otherwise. In this case, Mr. Leuzzi was led to bring this Application because PCC 96 did not respond to his records request in the time required under the Act. He was successful in obtaining all the records he was entitled to during, or shortly after, the Stage 2 – Mediation, other than the signed copy of the employment contract for the relief superintendent, which he received in Stage 3 – Hearing. While Mr. Leuzzi did not obtain any other records or, as will be discussed below, any other relief as a result of proceeding to Stage 3, I conclude that he acted reasonably in moving to Stage 3 and I am directing PCC 96 to reimburse Mr. Leuzzi for the fees he paid to the Tribunal for bringing this application, in the amount of \$200.
- [32] As discussed above, PCC 96 did not refuse to permit Mr. Leuzzi to examine the requested records to which he was entitled, without a reasonable excuse. Therefore, no penalty will be assessed against PCC 96 under subparagraph 1.44(1) 6 of the Act.
- [33] PCC 96 submits that Mr. Leuzzi has made in the past repeated, frivolous and vexatious requests for records, inundating PCC 96 with these requests. I understand that the requests that PCC 96 is referring to were not formally made under section 55 of the Act. Those informal requests for records are not relevant to these requests for records under the Act and I make no finding about them.
- [34] To address PCC 96's submissions about the volume of records requests made by Mr. Leuzzi, I asked both parties to provide me with details of previous applications to the Tribunal that relate to records requests. Mr. Leuzzi provided details of four past applications to the Tribunal for records he had requested from PCC 96. Mr. Leuzzi contends that in each case, he was obliged to bring the application because PCC 96 either did not respond in the time frame or the manner required under the Act or provided an incomplete response. PCC 96 does not deny this, but it notes that, because no case before this one proceeded to Stage 3 – Hearing, there has been no factual determination by the Tribunal as to the reason Mr. Leuzzi brought his applications. While that is the case about the previous records

applications, I find it is more probable than not that Mr. Leuzzi brought this application because PCC 96 was delict in responding to his or his wife's records requests.

- [35] Under subparagraph 1.44(1), the Tribunal has the jurisdiction to order PCC 96 to bring itself into compliance with the response to records requests provisions of the Act and Regulation 48/01. I am directing PCC 96 to comply with the records response provisions of the Act and Regulation 48/01 for all future records requests made under the Act.
- [36] The issue of what, if any, costs should be awarded is addressed under Rule 48.2 of the Tribunal's Rules of Practice, which says:

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.

- [37] The Tribunal has issued a Practice Direction on Costs. The Tribunal must consider the conduct of both parties during the hearing, the potential impact an order for costs would have on the parties, and whether a Party has failed to follow or comply with a previous order of direction of the Tribunal.
- [38] PCC 96 submits that they have incurred fees totalling \$14,667.40, excluding HST, in this matter. As noted above, PCC 96's failure to respond to Mr. Leuzzi's original request led to this application. However, having brought the application, Mr. Leuzzi prolonged it unnecessarily. To be clear, the issue is not that Mr. Leuzzi asked a great many questions. The Tribunal is accustomed to dealing with self-represented parties and generally welcomes questions. The issue of concern is that Mr. Leuzzi repeatedly ignored my directions and proceeded in ways that put PCC 96 to unnecessary expense. For example, despite my repeated instructions that the issues in this case were comparatively narrow and that Mr. Leuzzi should avoid raising disputes about the governance of PCC 96 or its conduct towards him outside the records request, Mr. Leuzzi proffered 89 documents as exhibits. PCC 96 then moved to exclude 39 of these proposed exhibits and succeeded in having 38 of them excluded as being irrelevant or of no probative value. Mr. Leuzzi moved, unsuccessfully, to have 19 of PCC 96's proffered exhibits excluded, including all the records which PCC 96 had provided him with, despite my earlier direction that those records were central to the application and would not be excluded. PCC 96 submits that it spent \$3,975 specifically on the motion to

exclude evidence.

[39] In another example, Mr. Leuzzi made repeated irrelevant comments in the hearing, often referring to other disputes between the parties despite my directing him to restrict himself to the narrow issues of his requests, PCC 96's response and the adequacy or otherwise of the records provided. PCC 96 was obliged to respond to most of these comments. It would be unfair to ask all the unit owners to bear the totality of PCC 96's legal costs in the circumstances of this case. I will direct Mr. Leuzzi to pay PCC 96 \$1,000 on account of the legal costs it has incurred. This is in addition to paying his share of the legal costs incurred by PCC 96 in his capacity as a unit owner. I consider that this cost award balances the fact that Mr. Leuzzi brought this application because PCC 96 did not reply to his request with the fact that Mr. Leuzzi's behaviour during the hearing led to PCC 96 incurring additional costs.

C. ORDER

[40] Under subsection 1.44 of the Act, the Tribunal Orders that:

1. PCC 96 will bring itself into compliance with the response to records request provisions of the Act and of Regulation 48/01 to the Act for future records requests made under the Act.
2. PCC 96 will reimburse Mr. Leuzzi for the fees he paid the Tribunal to bring this application in the amount of \$200.
3. Mr. Leuzzi will pay legal costs to PCC 96 in the amount of \$1,000.

Laurie Sanford
Member, Condominium Authority Tribunal

Released on: December 16, 2025