

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: February 10, 2026

CASE: 2025-00334N

Citation: York Region Condominium Corporation No. 557 v. 1000152258 Ontario Inc., 2184372 Ontario Inc., 2026 ONCAT 21

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

Member: Nasser Chahbar, Member

The Applicant,

York Region Condominium Corporation No. 557

Represented by Darlene Mezzabotta, Paralegal

The Respondents,

1000152258 Ontario Inc.

Did not participate

2184372 Ontario Inc.

Did not participate

Hearing: Written Online Hearing – July 16, 2025 to January 20, 2026

REASONS FOR DECISION

A. INTRODUCTION

[1] York Region Condominium Corporation No. 557 (“YRCC 557”) is a commercial condominium complex consisting of 39 units. 1000152258 Ontario Inc. (the “Respondent unit owner”) owns a unit that it leases to 2184372 Ontario Inc., a hardwood flooring company that operates under the business name: “Hardwood Giant” (the “Respondent tenant”).

[2] YRCC 557 alleges that the Respondents have breached the *Condominium Act, 1998* (the “Act”) and the governing documents of YRCC 557 related to parking, storage and nuisances. It seeks an order requiring the Respondents’ compliance with the Act and its rules, as well as an order for costs and the reimbursement of its Tribunal fees.

[3] The Respondents did not join the case. I am satisfied that YRCC 557 sent the

required notices and that the Respondents were properly notified in accordance with the Tribunal's Rules of Practice. At the beginning of Stage 3 – Tribunal Decision, I prompted the Respondents to join the case and participate. On October 1, 2025, Tribunal staff reached out to the Respondents prompting them to join the case. The Respondents did not respond to my messages, nor did they communicate with the Tribunal. Accordingly, this decision is based solely on the evidence provided by the Applicant.

- [4] I find that the Respondents have breached Rules 5, 13, 14 and 18 of YRCC 557's Rules. As a result, I order that they comply with these provisions. However, I am unable to find that the Respondent tenant's conduct constituted a nuisance in violation of Rule 6, nor do I find that their actions breached s. 117 (2) of the Act. I award YRCC 557 \$1,412.50 as compensation for the costs of enforcing compliance with their rules, as well as \$1,000 for legal costs and an additional \$150 as reimbursement of their Tribunal filing fees.

B. BACKGROUND

- [5] In October 2022, YRCC 557's condominium management company, Argo Property Management Ltd. ("Argo") began "observing numerous infractions and received complaints from other owners about Hardwood Giant's prohibited conduct and rule violations relating to storage, parking, and vehicles, and the nuisance caused by Hardwood Giant."
- [6] YRCC 557 submitted a witness statement from their assistant condominium manager, Jordan Mudryk. Mr. Mudryk claims that on July 22, 2024, Argo sent an email to the Respondent unit owner informing them of their tenant's prohibited conduct. On October 8, 2024, Argo sent another email to the Respondent unit owner demanding compliance with the Act and YRCC 557's rules. A final email titled "Final Notice to Comply" was sent on December 16, 2024. A copy of each email was submitted as part of YRCC 557's evidence. YRCC 557 stated that there was no change in the Respondent tenant's behaviour.
- [7] The alleged conduct continued, and on March 3, 2025, YRCC 557's legal counsel sent a compliance letter to the Respondent unit owner ("March compliance letter") detailing the Respondent tenant's behaviour and stated that a case would be filed with the Tribunal if the conduct continued. It was alleged that the Respondent unit owner did not respond to the letter, nor did they take any steps or show any willingness to address their tenant's behaviour.

C. ISSUES & ANALYSIS

[8] The issues to be decided in this hearing are:

1. Have the Respondents breached provisions in YRCC 557's governing documents?
2. If so, have any of these breaches, together or individually, led to the creation of a nuisance?
3. Have the Respondents breached s. 117 (2) of the Act? If so, what remedy should be ordered?
4. Is YRCC 557 entitled to costs and/or compensation? If so, in what amount?

Issue #1: Have the Respondents breached provisions in YRCC 557's governing documents?

[9] Section 119 (1) of the Act requires all unit owners and occupiers of a unit to comply with the Act and their corporation's declaration, by-laws and rules. YRCC 557 asserted that the Respondents breached the corporation's Rules 2, 5, 6, 13, 14 and 18. Listed below is each rule relevant in this case:

Rule 2

No owner shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the corporation or any owner conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.

Rule 5

No owner shall place, leave or permit to be placed or left in or upon the common elements including those of which he has the exclusive use, any debris, refuse or garbage except on days designated by the board or the manager as garbage pick-up days or he shall directly carry or place same in any area designated by the corporation as central garbage depository.

Rule 6

Owners, their customers, visitors and employees shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the

board or the manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners, their customers, visitors and employees and persons having business with them.

Rule 13

The sidewalks, entry, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.

Rule 14

No motor vehicle other than a private passenger automobile, station wagon or commercial vehicle shall be parked on any part of the common elements (including any part thereof, of which any owner may have the exclusive use) ... and no motor vehicle shall be driven on any part of the common elements other than on a driveway or parking area.

Rule 18

No part of the common elements shall be used for the purpose of keeping, storing or leaving waste matter, semi-manufactured items, finished products, equipment, parts or other materials.

[10] In summary, YRCC 557's claims that the Respondent tenant has breached these rules by:

1. Parking vehicles within designated fire routes. This extends to allowing their agents, representatives and customers to do so;
2. Obstructing the corporation's common elements by accepting large deliveries through the front entrance of the unit using large commercial vehicles such as forklifts (which should be delivered from the rear loading areas); and
3. Storing wooden shipment pallets, including hardwood flooring products, upon YRCC 557's common elements.

[11] Rule 2 relates to any conduct that may increase the risk of fire and/or affect fire insurance rates. These issues fall under s. 117 (1) of the Act and are not within the Tribunal's jurisdiction.

[12] Rules 5 and 18 relate to any debris, refuse, garbage, semi-manufactured items, finished products, equipment, parts or other materials being stored or left on the common elements. YRCC 557 cited several incidents that took place between

December 21, 2024 and May 27, 2025. On February 22, 2025, video evidence showed the Respondent tenant placing wooden pallets in empty parking spots. However, there was no mention of how long these materials were left in the parking spots, nor was there any other evidence provided to prove that they were storing these materials in the parking spots.

- [13] YRCC 557's submitted further photo evidence that showed wooden shipment pallets placed by the front entrance of the unit on four different occasions. Some of the pallets were empty and others contained materials. YRCC 557 provided email evidence which was allegedly sent to the Respondent unit owner explaining this conduct and stated that a wooden skid was left on the common elements for "several weeks". Since the Respondents did not participate, none of this evidence was disputed. As a result, I find that the Respondent tenant stored debris on the common elements in violation of Rules 5 and 18.
- [14] Rule 13 prevents the obstruction of the common elements or their usage for any purposes other than ingress and egress to each unit. The sole question is whether the Respondent tenant is obstructing the common element driveways by parking at the front of their unit. In his witness testimony, Mr. Mudryk stated that the Respondent tenant's parking practices at the front of the unit "unreasonably disrupts the flow of traffic and creates dangerous blind spots for other vehicles." The photos submitted show bold yellow letters written on the ground immediately in front of the unit, stating "No parking". On January 7, 2025, video evidence showed a truck parked at the front of the unit in this "no-parking" zone, and due to the lack of space, it was slightly hit by another vehicle trying to back out from a customer parking spot. A third video showed a flat bed semi-truck parked across several parking spots. The remaining videos and photos submitted showed similar conduct from the Respondent tenant or their employees, as confirmed in Mr. Mudryk's testimonial evidence. As a result, I find that the Respondent tenant engaged in conduct that obstructed the common elements in violation of Rule 13.
- [15] Rule 14 prevents motor vehicles other than private passenger automobiles, station wagons or commercial vehicles from being parked on the common elements. Rule 14 also prevents motor vehicles from being driven on any part of the common elements other than on a driveway or parking area. The only alleged incident that would violate this rule was the one mentioned above, where video evidence taken on May 3, 2025 showed a flat bed semi-truck parked across several parking spots, with a forklift driving to and from it for the purposes of loading and unloading materials. The semi-truck remained parked throughout the entirety of the video which was roughly 40 seconds in length, and there was no indication that it was going to be moved anytime soon. I find that this incident violates Rule 14 in that a

motor vehicle other than a private passenger automobile, station wagon or commercial vehicle was parked on the common elements. Based on the above findings, I am ordering the Respondents to bring themselves into compliance with YRCC 557's Rules.

Issue #2: Have any of these breaches, together or individually, led to the creation of a nuisance?

- [16] Under s. 1 (1) (d) (iii.2) of Ontario Regulation 179/17, the Tribunal has jurisdiction to hear disputes related to provisions in a condominium corporation's governing documents "that prohibit, restrict or otherwise govern any other nuisance, annoyance or disruption to an individual in a unit, the common elements or the assets, if any, of the corporation." YRCC 557's Rule 6 broadly refers to nuisances caused by owners, their customers, visitors and employees that "in the opinion of the board or the manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners, their customers, visitors and employees and persons having business with them."
- [17] The standard for a nuisance claim is not determined by the opinion of the board or condominium manager as stated above. Rather, to support a nuisance claim, the interference must be substantial and unreasonable. The requirement for substantial interference may be established through the frequency and duration of the interference.¹ A "trivial" interference is not enough to support a nuisance claim.
- [18] YRCC 557's stated that "the parking, storage, and vehicle incidents described in Mr. Mudryk's evidence constitute unreasonable nuisance, annoyance, or disruption ...". The question is whether this conduct rises to the level of nuisance. Based on the totality of the evidence submitted, I am unable to find that the Respondent tenant's conduct constitutes a nuisance in violation of Rule 6.
- [19] YRCC 557 submitted 14 videos and five photos detailing incidents on six different days. However, they failed to explain or demonstrate how these incidents constituted a nuisance. They submitted that other unit owners made complaints as a result of the Respondent tenant's conduct, yet these complaints were not provided, nor was there any discussion of their contents in YRCC 557's written submissions.
- [20] As mentioned above, duration and frequency are key components in determining

¹*Antrim Truck Centre Ltd. v. Ontario (Transportation)*, 2013 SCC 13 (CanLII), at paragraphs 19 and 26.

the existence of a nuisance. Throughout the entirety of YRCC 557's submissions and evidence (including the March compliance letter), they did not state the duration of each incident cited, with the exception of the one statement mentioned above where an email sent to the Respondent unit owner references a wooden pallet being left on the common elements for "several weeks." Even though I found this to be a breach of Rule 18, it does not automatically follow that this breach constitutes a nuisance. I am not convinced that a wooden pallet left on the common element sidewalk for some weeks amounted to substantial interference resulting in the creation of a nuisance.

[21] The same conclusion can be drawn for the breaches of Rules 13 and 14. It does not automatically follow that the breaches of these rules prove the existence of a nuisance. YRCC 557 again failed to explain how this conduct amounted to a nuisance under the law. It is worth noting that I am not stating that YRCC 557 did not have good reason to file their application. However, although the Respondent tenant's conduct may serve as an annoyance that needed to be addressed, I cannot find that it rises to the level of nuisance based on the evidence before me.

Issue #3: Have the Respondents breached s. 117 (2) of the Act? If so, what remedy should be ordered?

[22] YRCC 557 submitted that the Respondent tenant's conduct and use of the unit is a breach of s. 117 (2) of the Act. Subsection 117 (2) of the Act reads as follows:

(2) 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.

(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.

[23] YRCC 557 did not specify whether their claim for nuisance fell under s. 117 (2) (a) or (b), as they broadly asserted that the Respondents breached s. 117 (2) of the Act.

[24] Subsection 117 (2) (b) of the Act refers to other prescribed nuisances defined under s. 26 of Ontario Regulation 48/01, which relates to odour, smoke, vapour, light and vibration. None of these types of nuisances were relevant in this case.

- [25] Subsection 117 (2) (a) of the Act specifically covers noise-related nuisances. YRCC 557 cited *Frontenac Condominium Corporation No. 56 v. Patterson et al.*, 2023 ONCAT 35 (CanLII)², stating that in this case, the Tribunal found in favour of the Applicant after the Respondent was parking or storing its vehicles on the common elements in violation of provisions in the condominium’s declaration and rules related to parking, vehicles, and nuisance. A review of this case indicates that a clear noise-related nuisance was established as a result of the Respondent’s consistent “arguing/fighting, constant door slamming and banging sounds, yelling, screaming”³. However, the noise-related nuisance in the case before me was not as clear.
- [26] Throughout their written submissions, YRCC 557 stated only once, with reference to Mr. Mudryk’s statement, that the Respondent tenant’s conduct was “disturbing the quiet enjoyment of the property and creating a nuisance, annoyance or disruption” as a result of “parking and operating commercial motor vehicles like forklift trucks on the common elements in prohibited parking areas and storing large stacks of wood pallets and other debris blocking the common element driveways and parking lots.” In addition, there was no mention of any noise-related complaints in any of the three emails sent to the Respondent unit owner. Nor was there any mention of noise-related issues in the March compliance letter sent to the Respondent unit owner. YRCC 557 also did not provide or explain any noise-related complaints from other unit owners or customers.
- [27] Therefore, I am not convinced that the Respondent tenant’s conduct led to the creation of noise-related nuisances. The alleged nuisance was a result of the Respondent tenant’s conduct related to parking and storage which was addressed above in my decision, rather than the noise emanating from this behaviour. As a result, I am unable to find that the Respondents breached s. 117 (2) (a) of the Act.

Issue #4: Is YRCC 557 entitled to costs and/or compensation? If so, in what amount?

- [28] YRCC 557 requested an order for full indemnification of costs in the amount of \$1,412.50 for their pre-Tribunal compliance enforcement costs, and \$4,987.36 for their legal costs since commencing this case. They stated that other unit owners

² *Frontenac Condominium Corporation No. 56 v. Patterson et al.*, 2023 ONCAT 35 (CanLII), at paragraph 16.

³ *Ibid*, 17.

should not have to bear the cost consequences of the Respondents' behaviour.

[29] Rules 48.1 and 48.2 of the Tribunal's Rules of Practice state:

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.

[30] As mentioned above, YRCC 557 had legitimate reasons to file this application after the Respondents' alleged non-compliance and non-responsiveness to the issues. I find that they made significant efforts to address the Respondent tenant's behaviour, and that both Respondents were given ample opportunities to voluntarily comply with the Act and YRCC 557's governing documents.

[31] However, YRCC 557 was not entirely successful in this case. They only established that some of the rules were breached, but they failed to establish that the Respondent tenant's behaviour constituted a nuisance, or that there was any breach of s. 117 (2) of the Act. At the same time, this case was a straightforward default proceeding with clear issues that did not require extensive submissions or a complex legal analysis. Accordingly, I am prepared to award \$1,412.50 as compensation for enforcing compliance prior to the filing of this application. As for legal costs, I find that \$1,000 would be a fair and proportionate award for costs in this case. I also award \$150 in reimbursement for YRCC 557's Tribunal fees.

D. ORDER

[32] The Tribunal orders that:

1. The Respondents immediately bring themselves into compliance with YRCC 557's Rules 5, 13, 14 and 18.
2. The Respondents shall jointly pay the following amounts to YRCC 557 within 30 days of this order:
 - a. \$1,412.50 as compensation for enforcing compliance prior to the filing of this application;

- b. \$1,000 for legal costs; and
- c. \$150 for their Tribunal fees.

Nasser Chahbar
Member, Condominium Authority Tribunal

Released on: February 10, 2026