

CONDONMINUM AUTHORITY TRIBUNAL

DATE: February 20, 2026

CASE: 2025-00560N

Citation: Qin v. Toronto Standard Condominium Corporation No. 2885, 2026 ONCAT 30

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

Member: Nicole Aylwin, Vice-Chair

The Applicant,

Wei Qin

Self-Represented

The Respondent,

Toronto Standard Condominium Corporation No. 2885

Represented by Natalia Polis, Counsel

Hearing: Written Online Hearing – October 24, 2025 to January 26, 2026

REASONS FOR DECISION

A. INTRODUCTION

[1] The Applicant, Wei Qin, is the owner of a unit of the Respondent, Toronto Standard Condominium Corporation No. 2885 (“TSCC 2885” or the “corporation”). Mr. Qin alleges that TSCC 2885 has improperly charged back fees to him related to enforcing various provisions of its governing documents that relate to parking and nuisance. He argues that these chargebacks amount to unreasonable enforcement. He asks that the Tribunal find that the chargebacks are unreasonable and order that TSCC 2885 stop trying to recover these from him. He also requests that TSCC 2885 reimburse him for his Tribunal fees.

[2] TSCC 2885 takes the position that it acted reasonably to enforce its governing documents. It argues that it acted on verified evidence of non-compliance and prior to issuing the chargebacks made several attempts to inform Mr. Qin of the violations, the damages that resulted from them, and his responsibility to comply with governing documents. TSCC 2885 submits it is entitled under the indemnification provisions in its declaration and rules to charge back the cost of

enforcement and damages to Mr. Qin. It requests that the Tribunal order Mr. Qin to pay the chargeback costs that are at issue in this application and that Mr. Qin pay its legal costs.

- [3] For the reasons set out below, I find that Mr. Qin did breach, or allow his guest to breach, the corporation's parking rules and provisions related to nuisance. I find that the corporation acted reasonably to enforce its governing documents and is entitled to charge back the fees related to the breaches in the total amount of \$892.70. Finally, I find it appropriate in the context of this case for Mr. Qin to pay costs to the TSSC 2885 in the amount of \$5000.
- [4] I note that while I have reviewed all the evidence and submissions provided to me, I only refer to those necessary to make my decision.

B. ISSUES & ANALYSIS

Issue No. 1: Did TSSC 2885 unreasonably enforce its governing documents by charging back Mr. Qin the amount of \$892.70?

- [5] On June 16, 2025, TSSC 2885 sent Mr. Qin a legal letter claiming that, despite several written warnings from management, either Mr. Qin or his guest continued to breach several provisions of the corporation's governing documents and/or the *Condominium Act, 1998* (the "Act"). According to the letter, one of these breaches resulted in damage to a visitor parking spot, which required cleaning at the cost of \$226. The letter informed Mr. Qin that the corporation would be charging him back the amount the corporation paid to have the visitor spot cleaned and the cost of sending the legal letter in the amount of \$666.70.
- [6] Mr. Qin argues that the charge back for the letter and the cleaning of the visitor parking spot is an act of unreasonable enforcement by the corporation. He takes the position that the breaches cited in the letter were either minor and/or the corporation had no evidence of non-compliance. He asks that the Tribunal order that TSSC 2885 cease attempting to collect the total amount of \$892.70. He also requests that the Tribunal order that TSSC 2885 issue him an apology for a "pattern of undue scrutiny and failure to communicate" and require the corporation to review its enforcement protocols to ensure they are "based in evidence and "require communication before legal action and [that such protocols] are applied consistently to all owners."
- [7] The corporation takes the position that it acted reasonably to enforce its governing documents. It submits it verified all instances of non-compliance and attempted to gain Mr. Qin's compliance and work with him to resolve the issues prior to

incurring any costs or charging back any costs. It further submits that Mr. Qin's guest's non-compliance clearly led to damage to the common elements (the visitor parking spot) and that its indemnification provisions entitled it to charge back both the costs of the legal letter and the cost of fixing the damage to the parking spot to Mr. Qin.

- [8] Although they are related, I will address the chargeback for the legal letter and the cleaning of the parking spot separately since they represent different enforcement actions and each has a specific chargeback associated with it.

The Legal Letter Charge-back

- [9] The legal letter sent to Mr. Qin on June 16, 2025, TSSC 2885 set out several provisions of the corporation's governing documents and the Act that the corporation alleged that either Mr. Qin or his guest breached.

- [10] I have reviewed the letter and each provision of the declaration, rules, and the Act the letter cites; however, for brevity, I will summarize these provisions, which are as follows:

1. Declaration s. 19 (d): sets out the protocol for the use of visitor parking spaces and sets out that visitors may only access visitor parking via the concierge/security. Visitors may not gain access to the parking garage by contacting individual owners or residents.
2. Declaration s. 29 (a): prohibits the use of a unit or common elements by any owner (or other person) that will unreasonably interfere with the use or enjoyment of the property and indemnifies the corporation against any costs the corporation may incur as a consequence of such use.
3. Rule C.1: prohibits the creation of any noise, odour or other nuisance which interferes with the quiet enjoyment of units and the common elements.
4. Rule C.4: governs the times when repairs and/or renovations that create noise may be undertaken in the units or exclusive use common elements.
5. Rule H. 6: prohibits making fobs available to guests and prohibits propping open doors.
6. Rule O.3: governs visitor parking protocols; sets out that all visitors at any time day or night must obtain a visitor parking pass before parking in any visitor space; and, indicates visitors may only park in areas designated as visitor parking.

7. Rule O.13: prohibits repairs to any motor vehicle on any part of the comment elements except for emergency minor repairs.
8. Rule O.19: governs the tagging and towing of vehicles.
9. Section 117(2) of the Act: prohibits activities that result in the creation or continuation of unreasonable noise that is a nuisance.

[11] The letter also cites several indemnification provisions to which I will return when discussing the chargebacks specifically.

[12] According to the statement of Thomas Dam, the corporation's condominium manager, the incidents that led to the sending of the legal letter began in July 2024, when a guest of Mr. Qin's used Mr. Qin's fob to access the parking garage in contravention of s. 19 (d) of the declaration and Rule H.6. In and around this time, corporation started receiving several complaints about this guest. Many of the complaints related to the guest's unsettling behavior on the common elements which was causing, according to the corporation, a nuisance and disturbing other residents' use and enjoyment of the property (contrary to Declaration s. 29 (a) and Rule C. 1). For instance, in July, August and September 2024 there were complaints that Mr. Qin's guest was storing personal belongings in the stairwells, sitting/lying under the stairwells of the building with a pillow for long periods of time, and walking around the parking garage without a shirt or shoes (the guest wore only shorts and an ankle monitor). Mr. Qin's guest was also seen to be storing personal belongings in one of the visitor parking spots – a photograph shows clothes and other belongings strewn over the guest's car and in the parking spot itself, and, on one occasion, Mr. Qin's guest was observed by security to be sitting idle in his running car, causing excessive exhaust that created a nuisance. There are photos of nearly all these incidents, along with incident reports from security documenting this conduct.

[13] According to Mr. Dam, the guest's continued non-compliance with the rules continued into 2025 and beyond breaching the rules governing quiet enjoyment and prohibiting nuisance, Mr. Qin's guest also began breaching the corporation's parking rules. According to Mr. Dam, in May of 2025 Mr. Qin's guest entered the visitor parking area without authority or a parking permit (breaching parking Rule O.3) and then on June 1, 2025, the guest painted his vehicle in the visitor parking spot leaving paint on the ground in violation of Rule O.13. which prohibits and repairs or maintenance on vehicles in the parking garage unless it is an emergency.

[14] Finally, on June 4, 2025, Mr. Dam states that corporation security received a

complaint at approximately 6:38 pm from a resident about loud drilling taking place in Mr. Qin's unit, which was contrary to Rule C.1 which states that construction may only be undertaken between the hours of 9am – 5pm (as a means of limiting interference with the quiet enjoyment of property by other residents). According to the incident report taken at the time of the event, a security guard visited the unit and found Mr. Qin's guest was doing construction in the unit. The security guard then called and spoke to Mr. Qin advising him of the complaint and reminding him that construction was not permitted after 5pm. Ten minutes later security received another complaint of drilling noise.

- [15] The evidence demonstrates that TSSC 2885 attempted to address these incidents with Mr. Qin and/or his guest on several occasions. It sent emails to Mr. Qin (July 2024, June 2025), met or spoke directly with Mr. Qin or his guest (July 2024 & September 2024), and sent formal letters from management requesting Mr. Qin's and/or his guest's compliance with the declaration, rules, and Act (August 12, 2024 & September 25, 2024). Most of the correspondence notified Mr. Qin of the specific times and dates of the violations and included photographs and/or incident reports from security staff verifying the acts of non-compliance. They all reminded Mr. Qin of his obligation to comply with the rules and ensure any guests of his unit also comply. It was only after all these attempts failed that TSSC 2885 sent Mr. Qin a formal legal letter citing his non-compliance and advising him that he and/or his guest must comply with the rules.
- [16] I understand that Mr. Qin disputes the allegations that he breached these rules, or perhaps more precisely he takes the position that even if he or his guest did breach some of these rules, the breaches were minor and rectified quickly and thus it was not reasonable for a non-compliance letter to be sent to him.
- [17] Even if I accept this to be true, and not every incident as recounted by the corporation happened as described (or interpreted), there is enough evidence to demonstrate that Mr. Qin and/or his guest had a pattern of non-compliance – where either he or his guest did not comply with corporation's parking rules and and/or engaged in a pattern of conduct that, when taken on the whole, substantially interfered with other unit owners' use and enjoyment of the property and was a nuisance contrary to TSSC 2885 declaration and rules as cited above.
- [18] It is also simply not the case, as Mr. Qin argues, that the letter and the legal fees charged were a "first resort" by the corporation and contained allegations that were "unproven, uncommunicated or were permitted by the rules". As discussed above, Mr. Qin was provided ample notice and evidence of the various breaches. He was provided photographs, specific details about the dates and time of the incidents,

and he had several conversations and emails exchanges with management about the breaches. In fact, based on the evidence, the corporation went to great lengths to resolve the issues with Mr. Qin and/or his guest amicably before sending the legal letter.

[19] It is well established that the Tribunal should show deference to reasonable decisions made by a board regarding how they enforce the corporations' governing documents. If the board has acted reasonably and not capriciously, the Tribunal will generally not interfere with the board's decision. The onus is on Mr. Qin to prove that the enforcement action was unreasonable. He has not done so.

[20] In this case, there is no evidence before me that the board acted capriciously. It has provided objective evidence of the alleged breaches. It also clearly took measured, progressive steps to gain compliance from Mr. Qin and/or his guest before resorting to requesting a legal letter from its counsel. Based on the evidence before me, this was a reasonable enforcement action in these circumstances.

[21] TSSC 2885's governing documents contain provisions that indemnify the corporation for loss (including legal fees) and damages that occur from an act of non-compliance.

[22] The two relevant sections are s. 47(a) and (b) of its declaration, which read:

(a) Each owner shall indemnify and save the Corporation harmless from and against all loss, cost, damage, injury or liability which the Corporation may suffer or incur resulting from (or caused by) any deliberate or wilful act or omission, or any negligent act or omission, of such owner (or of any resident, tenant, invitee or licensee of such owner's unit, or of anyone else for whose actions or omissions such owner is in law responsible) affecting the common elements (or any portion thereof), the owner's unit and/or any other unit(s),.... All payments to be made by any owner pursuant to this section shall be deemed to be additional contributions toward the common expenses payable by such owner and shall be recoverable as such (with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

(b) Notwithstanding anything contained in this declaration to the contrary, it is expressly declared and stipulated that all cost and expenses (including the Corporation's insurance deductible, if applicable, and all legal fees on a solicitor and his/her own client bases or substantial -indemnity scale, as well as all applicable disbursements) incurred by the Corporation by reason of any breach of any provision(s) of the Act, this declaration, any by-laws and or rules of the corporation in force from time to time...or by reason of any damage or injury occasion to any unit(s) or any of the common elements, committed by any unit

owner (or by any resident(s) of such owner's unit, and/or by said owner's respective tenants, invitees or licensees...shall be fully borne and paid for by (and shall ultimately be the sole responsibility of) such owner, and such owner shall accordingly be obliged to forthwith reimburse the Corporation for the aggregate of all such costs, and expenses, so incurred, failing which same shall be deemed for all purposes to constitute an additional contribution towards the common expenses, payable by such owner and shall be recoverable as such (and shall constitute the proper subject matter of a common expense lien that shall be enforceable by the Corporation against such owner's unit ,with all of the super priority rights applicable thereto, as provided by the Act)

[23] I find that under these provisions that the corporation is entitled to charge back the fee of \$666.70 for the compliance letter to Mr. Qin and, given the evidence before me, its decision to do so was reasonable.

The Cleaning of the Visitor Parking Spot

[24] The corporation wrote to Mr. Qin through its legal counsel on July 16, 2025 and directly on July 18, 2025 explaining the basis for its chargeback, which was that Mr. Qin's guest has painted his vehicle while parked in a visitor parking spot and left paint on the garage floor. As a result, the corporation had to pay to have the spot pressure-washed to remove the paint.

[25] The letter indicated that by painting his vehicle in the garage, the guest had violated Rule O. 13 which reads:

No repairs, lubrication or oil change shall be made to any motor vehicle on any part of the common elements or on any parking unit other than minor emergency repairs.

[26] The letter also included the invoice for \$226.00 from the company which removed the paint by pressure-washing the spot.

[27] Mr. Qin takes the position that the corporation's allegations are unproven. It is difficult to understand how Mr. Qin takes this position. In response to the initial notification of this breach of the rules and the damage caused, he states in an email to management on July 2, 2025: "My guest used leftover paint from my renovations to touch up his own vehicle." There is also photographic evidence of his guest carrying paint cans in the garage and video evidence of his guest's car arriving in the parking lot with tire rims that are all different colours and leaving with all black rims – black being the colour of the paint left on the garage floor. There are also pictures of the paint marks left in the parking spot. All this evidence clearly undermines Mr. Qin's argument that the corporation has "failed to link" the paint

marks in the spot to his guest.

- [28] On the balance of probabilities, I find Mr. Qin's guest did paint his vehicle in the visitor parking spot and damaged the parking spot. I also find that this was in violation of Rule O.13, which is clearly meant to prohibit owners, other residents and/or guests from working on their vehicles in the parking garage, except in the case of emergency. It was reasonable and appropriate for the corporation to fix the damage to the parking spot.
- [29] I also find that the corporation is entitled to charge back Mr. Qin the amount of \$226.00 pursuant to the same indemnification provisions as listed in paragraph 22. There was clearly damage to the common elements caused by an act of non-compliance by Mr. Qin's guest, and the cost the corporation paid to fix that damage was not unreasonable in this circumstance.

Issue No. 2: Should any party be awarded costs?

- [30] Section 1.44 (1) 4 of the Act states that the Tribunal may make "an order directing another party to the proceeding to pay the costs of another party to the proceeding."
- [31] Section 1.44 (2) of the Act states that an order for costs "shall be determined ...in accordance with the rules of the Tribunal".
- [32] The cost-related rules of the Tribunal's Rules of Practice relevant to this case are:
- 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.
- [33] The Tribunal's "Practice Direction: Approach to Ordering Costs" provides guidance regarding the awarding of costs. Among the factors to be considered are whether a party or representative's conduct was unreasonable, for an improper purpose, or caused a delay or expense; whether the case was filed in bad faith or for an improper purpose; the conduct of all parties and representatives; the potential impact an order for costs would have on the parties; the indemnification provisions

in a corporations governing documents and whether the parties attempted to resolve the issues in dispute before the CAT case was filed.

- [34] Mr. Qin requests that TSSC 2885 reimburse him for his Tribunal fees. Mr. Qin has not been successful in this case and is not entitled to costs.
- [35] TSSC 2885 has requested that Mr. Qin pay its costs of \$10,597.00 on a full indemnity basis, arguing that Mr. Qin's conduct warrants such an award. It submits that well before the commencement of this proceeding it provided to Mr. Qin: repeated warnings about his/his guests non-compliance and the costs he may incur if he or his guest continued to breach the provisions in the governing documents; ample evidence of the acts of non-compliance; and, multiple opportunities to bring himself and/or his guest into compliance with the declaration, rules, and Act. Nonetheless, it submits, that Mr. Qin sought to pursue this application forcing the corporation to incur the costs of defending the allegations. They argue that Mr. Qin should bear the costs of this application, not the corporation.
- [36] The corporation referred me to *Peel Condominium Corporation No. 96 v. Psofimis*, 2021 ONCAT 48 ("Psofimis"). In Psofimis, the Tribunal found that an award of full costs was reasonable as the corporation had provided Mr. Psofimis with multiple opportunities to come into compliance with the governing documents and took progressive steps to gain compliance before incurring any costs. Additionally, the corporation provided Mr. Psofimis with multiple warnings that he would bear the consequence of enforcement if he did not bring himself into compliance, yet Mr. Psofimis ignored the rules.
- [37] Psofimis is often cited to the Tribunal to justify a full indemnity award of costs in circumstances where the facts are quite different from Psofimis. While I do agree that some of the facts and circumstances before me in this case are like Psofimis, I find it differs in an important regard. In Psofimis, Mr. Psofimis willfully and intentionally violated the corporation's pet rules after signing an agreement that he would abide by them. This egregious, bad-faith conduct was a significant factor in the decision to award full costs.
- [38] An award of costs on a full indemnity basis is rare and reserved for only the most outrageous conduct. Mr. Qin's conduct does not rise to this level. However, it would be unfair that other unit owners of the corporation bear the complete cost of defending this application given the clear evidence that Mr. Qin was aware of his guest's non-compliance, was provided ample evidence of such, and was provided multiple opportunities to come into compliance. It was also not reasonable to force the corporation to incur costs to defend against the allegation of unreasonable

enforcement when on at least one occasion Mr. Qin outright admitted non-compliance (i.e., admitting that his guest painted his car in the parking spot) only to attempt to argue in this hearing that the corporation had no evidence of such a breach – a position that was unreasonable given the evidence in his possession.

[39] Costs awards are discretionary. While Mr. Qin was entitled to challenge the chargeback, he was or ought to have been aware that a costs award against him was a reasonable likelihood if he was unsuccessful.

[40] Considering all the factors above, I award costs to TSSC 2885 on a partial indemnity basis in the amount \$5000. Mr. Qin will be required to pay these costs to TSSC 2885 within 60 days of the date of this decision.

C. ORDER

[41] The Tribunal Orders that:

1. This application is dismissed.
2. TSSC 2885 is entitled to recover from Mr. Qin the amount of \$892.70 through a chargeback to his unit.
3. Mr. Qin shall pay TSSC 2885's costs in the amount of \$5000 within 60 days of the date of this decision

Nicole Aylwin
Vice-Chair, Condominium Authority Tribunal

Released on: February 20, 2026