

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: March 17, 2026

CASE: 2025-00534R

Citation: Koprivica v. Metropolitan Toronto Condominium Corporation No. 1088, 2026 ONCAT 49

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

Member: Roger Bilodeau, Member

The Applicant,

Branko Koprivica

Self Represented

The Respondent,

Metropolitan Toronto Condominium Corporation No. 1088

Represented by Justin McLarty, Counsel

Hearing: Written Online Hearing – October 28, 2025 to February 25, 2026

REASONS FOR DECISION

A. INTRODUCTION

- [1] The Applicant, Branko Koprivica, is a unit owner of Metropolitan Toronto Condominium Corporation No. 1088 (“MTCC 1088”).
- [2] The Applicant submitted a Request for Records (the “Request”) to MTCC 1088 on June 12, 2025, in which he requested specific legal invoices, as well as various records relating to MTCC 1088’s Annual General Meeting held on June 3, 2025 (the “AGM”). MTCC 1088 provided the Board’s Response to the Request for Records (the “Response”) on July 11, 2025, in which it indicated that it would provide the records relating to the AGM, as well as stating the fees that it would charge for the labour to produce the requested records. MTCC 1088 also added in its Response that the minutes of the AGM would be in a draft version and that it would not provide any legal invoices on account of the exemptions provided in the *Condominium Act, 1998* (the “Act”), in addition to claiming solicitor-client privilege.
- [3] The Applicant did not pay the requested fees shown on the Response for the records that MTCC 1088 was prepared to provide to him and he proceeded to file

this application.

- [4] The Applicant seeks an order from the Tribunal requiring MTCC 1088 to produce all requested records, including the legal invoices and the approved minutes of the AGM, in electronic format. He also asks the Tribunal to limit the fees that MTCC 1088 can charge to produce the requested records. Finally, he seeks an order for the Tribunal to impose a penalty in the amount of \$5,000 in accordance with s. 1.44 (1) 6 of the Act, as well as reimbursement for his Tribunal fees and costs.
- [5] For the reasons set out below, I find that MTCC 1088 has not refused to provide the Applicant with the requested legal invoices or the approved minutes of its AGM without a reasonable excuse. As a result, there is no basis for a penalty. I also find that MTCC 1088's fees for its labour to produce the records to which the Applicant is entitled are reasonable and I order MTCC 1088 to produce redacted copies of those records to the Applicant within 30 days of receiving payment from him. Finally, I make no costs award.
- [6] While I have reviewed all the submissions and evidence provided in this case, I refer only to those which are relevant to my decision.

B. ISSUES & ANALYSIS

- [7] The issues to be decided in this case are as follows:
1. Has MTCC 1088 refused to provide to the Applicant the following records without a reasonable excuse?
 - a. Legal invoices from Miller Thomson LLP for the period of January 1, 2018, to June 12, 2025, which are specifically related to:
 - i. letters sent to unit owners;
 - ii. lien threats; and
 - iii. pre-litigation activity involving unit owners; and
 - b. Meeting minutes of the AGM.
 2. Is MTCC 1088 entitled to charge a fee for the requested records listed below, and if so, in what amount?
 - a. Proxies for the AGM;

- b. Vote tabulation records for the AGM; and
 - c. Sign-in or attendance records for the AGM.
3. Should MTCC 1088 pay a penalty under s. 1.44 (1) 6 of the Act for refusing to provide the Applicant with the requested records without a reasonable excuse, and if so, in what amount?
4. Should there be an award of costs, and if so, in what amount?

Issue 1: Has MTCC 1088 refused to provide to the Applicant the records listed below without a reasonable excuse?

Legal invoices from Miller Thomson LLP for the period of January 1, 2018, to June 12, 2025, which are specifically related to: (i) letters sent to unit owners; (ii) lien threats; and (iii) pre-litigation activity involving unit owners

[8] The Applicant states that the requested legal invoices are records relating to the affairs of the corporation under s. 55 (1) of the Act and that he is entitled to access those records in accordance with s. 55 (3) of the Act. MTCC 1088's position is that the Applicant is not entitled to the requested legal invoices because they all fall within the exclusions to the right to examine records provided by s. 55 (4) (b) and (c) of the Act. In addition, MTCC 1088 states that the requested records are protected by solicitor-client privilege.

[9] Subsections 55 (4) (b) and (c) of the Act provide the following exemptions to the right to examine or obtain copies of records under s. 55 (3) of the Act:

4) The right to examine or obtain copies of records under subsection (3) does not apply to,

...

(b) records relating to actual or contemplated litigation, as determined by the regulations, or insurance investigations involving the corporation;

(c) subject to subsection (5), records relating to specific units or owners;

[10] Section 1 (2) of Ontario Regulation 48/01 (the "Regulation") further describes the litigation exemption in s. 55 (4) (b) by defining the term "contemplated litigation" as being:

... any matter that might reasonably be expected to become actual litigation based on information that is within a corporation's knowledge or control.

- [11] The Applicant submits that MTCC 1088's blanket refusal does not take into account the fact that MTCC 1088 could redact parts of the records while still making some part of the records available to him. In support of his position, he cited the Tribunal's decision in *Jack Gale v. Halton Condominium Corporation No. 61*, 2019 ONCAT 46 ("Gale") (upheld on appeal in *Gale v. Halton Condominium Corporation No. 61*, 2020 ONSC 5896) where the Tribunal ordered the production of redacted legal invoices by rejecting a blanket refusal approach and requiring disclosure, subject to redaction. He also referred to the Tribunal's decision in *Anderson v. Niagara South Condominium Corporation No. 12*, 2022 ONCAT 28 ("Anderson") in support of his claim that an owner is entitled to obtain their condominium corporation's legal invoices, subject to redaction for privileged content, reinforcing the point that the redaction of various portions of a given record is the proper approach, rather than a wholesale refusal.
- [12] The Applicant further adds that in *Reva Landau v. Metropolitan Condominium Corporation No. 757*, 2020 ONCAT 19, the Tribunal held that although solicitor-client privilege operates independently of s. 55 (4) (b) of the Act and survives even after litigation ends, a condominium corporation still bears the onus to justify any refusal to produce a record.
- [13] In the Applicant's view, the exemption provided by s. 55 (4) (b) of the Act only applies to records relating to actual or contemplated litigation which existed at the time of a request for records, with MTCC 1088 bearing the onus to show that connection and that, in this case, there was no such litigation on June 12, 2025, being the date of his Request. In support of that position, he referred me to this Tribunal's decision in *Zamfir v. York Condominium Corporation No. 238*, 2021 ONCAT 118 ("Zamfir").
- [14] According to the Applicant, MTCC 1088 does not provide any factual basis for its reliance on s. 55 (4) (b) of the Act and the only records related to litigation are dated after the window of June 12 to July 11, 2025, being the respective dates of the Request and MTCC 1088's Response.
- [15] As a final point, the Applicant states that MTCC 1088's assertion that the legal invoices cannot be redacted in a way that protects the identity of specific owners and also show that the work falls within the requested categories is inconsistent with the abovementioned Tribunal decisions. He therefore maintains that MTCC 1088 should disclose, in aggregate, what it has spent in legal fees on the three categories of activities set out in his Request, namely (i) letters sent to unit owners; (ii) lien threats; and (iii) pre-litigation activity involving unit owners.
- [16] MTCC 1088 submits that given the specificity of the Applicant's Request, the

invoices could not be redacted in a manner that would be responsive to his Request. For example, all details showing that a particular invoice related to a legal letter sent to a unit owner would need to be redacted in accordance with s. 55 (4) (b) and (c) of the Act. In MTCC 1088's view, it would not be possible to redact the invoices in a manner which would show that an invoice related to the categories of legal invoices put forward by the Applicant, while still protecting solicitor-client privilege and the exclusions set out in s. 55 (4) of the Act.

[17] MTCC 1088 also referred me to the Tribunal's decisions in *Kore v. Niagara South Condominium Corporation No. 12*, 2022 ONCAT 19 ("Kore") and *Anderson*, in support of its view that where legal invoices are to be provided, appropriate redactions include descriptions of the services provided, the corresponding dates on which they were delivered, hours billed, hourly rates, the fees billed for each specific service, and the identity of the person who billed for those hours (see *Kore* at para. 38–40 and *Anderson* at para. 33–34). MTCC 1088 adds that this would effectively leave only the total amount of an invoice as unredacted and would not show that a particular invoice related to (i) letters sent to unit owners; (ii) lien threats; or (iii) pre-litigation activity involving unit owners, as requested by the Applicant.

[18] Having reviewed the submissions made by both parties, I agree with MTCC 1088 that the specific categories of invoices for legal services which were requested by the Applicant are exempt from disclosure because they fall squarely within the terms of either s. 55 (4) (b) or (c) of the Act, or both. In my view, the records being sought by the Applicant are all caught by either one or both of those provisions of the Act. The descriptions of the three categories of legal invoices which were requested by the Applicant all relate to information which is specific to units or owners. Even if these invoices were redacted, any unredacted portions could be sufficient to enable a reader to identify private information relating to a specific unit or owner, given the very nature of the categories of invoices being requested. In addition, the two categories of invoices which are respectively described as 'lien threats' and 'pre-litigation activity involving unit owners' are by definition related to actual or contemplated litigation. I also find that since the above provisions of the Act are broader in scope than that of the common law concept of solicitor-client privilege, there is no need to rely on the solicitor-client privilege, which is separate from s. 55 (4) of the Act.

- [19] I have also considered the cases cited by the Applicant in support of his position and in my view, the fact situations and types of requests for records in those cases are quite different from the facts in this particular case. In particular, the Gale case can be distinguished on account of the fact that the Applicant in that case sought records related to his unit and because the condominium corporation was found to have waived its privilege over the requested records. Neither of those factors are present in this case.
- [20] As for the Zamfir decision, my view is that it stands for the proposition that an owner is entitled to records which refer to the owner or their unit but is not entitled to any parts of a record about the owner or their unit that relate to actual or contemplated litigation, including any discussions related to legal advice or opinions provided in relation to actual or contemplated litigation, as provided for by s. 55 (4) (b) of the Act. In addition, I find that the Zamfir decision supports the position that the categories of invoices respectively described as 'lien threats' and 'pre-litigation activity involving unit owners', as requested by the Applicant, are by definition related to actual or contemplated litigation, thereby triggering the application of s. 55 (4) (b) of the Act.
- [21] To conclude this section, I agree with MTCC 1088's submission that based on the decisions of this Tribunal in Kore and Anderson, the only information from the requested legal invoices that could be left unredacted is the total amount of a given invoice. In light of the provisions of s. 55 (4) (b) and (c) of the Act and of the Tribunal decisions in Kore and Anderson, I therefore find that MTCC 1088 is required to provide the requested legal invoices to the Applicant, showing only the total amount of each invoice during the time period referred to in the Request, without showing that any invoice relates to (i) letters sent to unit owners; (ii) lien threats; or (iii) pre-litigation activity involving unit owners. As in the Kore and Anderson decisions, I also find that under s.13.3 (3) (8) of the Regulation, MTCC 1088 is entitled to charge a fee for the actual labour and delivery costs it incurs for providing these records.
- [22] In the circumstances of this case and as a final point, I wish to point out that although I am ordering these records to be provided to the Applicant with redactions as described above, I have not made a finding that there was a refusal by MTCC 1088 to provide these records without a reasonable excuse. My finding is that in this case, MTCC 1088 did refuse to provide these records but that it had a reasonable excuse, namely its legitimate belief that the contents of the records requested were exempt from examination.

Meeting minutes of the AGM

- [23] The Applicant has also requested a copy of the minutes of MTCC 1088's AGM held on June 3, 2025 and states that he is entitled to them because they are a core record.
- [24] MTCC 1088's position is that the minutes of the AGM are still in draft form and do not therefore constitute a record. It cites the case of *Tartakovsky-Guilels v. York Region Condominium Corporation No. 829*, 2025 ONCAT 49 (at para. 17) ("Tartakovsky-Guilels") in support of its position. It further argues that the minutes of the AGM will not constitute a record until they are approved by the owners at their next meeting.
- [25] Notwithstanding its position that the minutes are not a record, MTCC 1088 has offered to provide the minutes in draft form, in exchange for a small fee for arranging to obtain the draft minutes and ensuring that they are clearly marked as draft.
- [26] The Applicant acknowledges that draft minutes do not constitute a record of MTCC 1088 but he disputes MTCC 1088's position on this matter on account of (a) the minutes being in "draft" status for many months after the AGM; (b) treating them as non-records for the purpose of s. 55 of the Act; and (c) charging a fee to obtain a draft version of the minutes. The Applicant further argues that MTCC 1088's submissions do not indicate when the minutes of the AGM were or will be approved, nor do they justify why owners should not have access to the minutes of an AGM between meetings unless they pay for a draft version, which MTCC 1088 itself states is not a record. The Applicant further asks this Tribunal to give clear direction that the "draft" status of a record cannot be used as an indefinite shield or as a basis to charge a fee for the draft version.
- [27] As a starting point, I note that the Tartakovsky-Guilels case cited by MTCC 1088 is quite different from this case in that the Tartakovsky-Guilels case was about the delay in providing the approved minutes of several board meetings of a condominium corporation.
- [28] In specific regard to this case, I agree with MTCC 1088 that the minutes of its AGM held on June 3, 2025 do not constitute a record of MTCC 1088 until they have been approved by the owners at their next meeting. On this point, the Applicant is simply incorrect in his position because the minutes of an AGM of a condominium corporation always remain in draft form until the next meeting of the owners.

[29] Simply put, the minutes of a meeting are never finalized or made authoritative except by a vote taken at the next meeting of the same body. No other body can approve those minutes. In a case such as this one, MTCC 1088 can only prepare what it believes to be the best draft of these minutes and then wait for the next meeting of the owners for the minutes to be approved. There is no other way. That is how this process works and it is not unrealistic for the Applicant to have to wait, as is the case for all other owners and as contemplated by the Act.

[30] As a final point, there is no evidence in this case that MTCC 1088 is attempting to “shield” that record from examination. I therefore find that there has been no refusal by MTCC 1088 to provide the approved minutes of its last AGM without a reasonable excuse.

[31] Notwithstanding the above and in the circumstances of this case where MTCC 1088 has nevertheless offered to provide to the Applicant a draft version of the minutes of the AGM held on June 3, 2025, for a reasonable fee of \$15, I encourage the parties to work together to come to an agreement as to whether the draft version will be produced for that fee or on other reasonable terms. On this point, I also note that proceeding in that manner is consistent with the Applicant’s statement in his Request that he was seeking the ‘draft or final version’ of the minutes of the AGM.

Issue 2: Is MTCC 1088 entitled to charge a fee for the requested records listed below, and if so, in what amount?

[32] In regard to the categories of records listed below, I wish to point out that there is no dispute between the parties that the Applicant is entitled to those records, with redactions as required. The dispute relates to the estimated fee to produce each type of record.

Proxies for the AGM

[33] MTCC 1088’s position is that the proxies for the AGM held on June 3, 2025 can be provided to the Applicant, upon payment of the estimated fee of \$90 in labour charges as set out in its Response and with proper redaction of the names, unit numbers and signatures on the proxies, in accordance with s. 55 (4) (c) of the Act. MTCC 1088 cites the Tribunal’s decision in *Cho v. Toronto Standard Condominium Corporation No. 1644*, 2025 ONCAT 105 (at para. 22) as an example of the numerous Tribunal decisions in support of its position.

- [34] On a separate note, the evidence shows that there was likely some confusion between the parties as to whether the Applicant was requesting a paper or electronic version of these records. Given that the Applicant now seeks those records in electronic format, MTCC 1088 has confirmed that it remains committed to providing electronic copies of all proxies, on receipt of the estimated fee totalling \$90 to redact the records, based on 3 hours at \$30 an hour.
- [35] In regard to the fees, the Applicant alleged that MTCC 1088 had indicated an additional fee of \$27 to produce these records but I was not shown any evidence in that regard.
- [36] Based on the above, I find that MTCC 1088's total estimated fee of \$90 to provide these records is reasonable. I therefore order MTCC 1088 to provide copies of the proxies to the Applicant in electronic format with redaction of the names, unit numbers and signatures, within 30 days of receiving payment of the fee of \$90.

Vote tabulation records for the AGM

- [37] The Applicant alleges that MTCC 1088's estimated fee of \$7.50 for a record of all recorded votes at the AGM of June 3, 2025 does not provide a breakdown as to page count, redaction pace, or specific task.
- [38] In the circumstances of this case and based on the evidence before me, I find that MTCC 1088's total estimated fee of \$7.50 to provide this record is reasonable. I therefore order MTCC 1088 to provide to the Applicant copies of the vote tabulation records for the AGM in electronic format, with redaction of the owners' names and unit numbers, within 30 days of receiving payment of the fee of \$7.50.

Sign-in or attendance records for the AGM

- [39] The Applicant alleges that MTCC 1088's proposed fees of \$22.50 to provide the sign-in or attendance records for the AGM held on June 3, 2025 are too high and that MTCC 1088 does not provide an adequate breakdown of those fees.
- [40] For its part, MTCC 1088 submits that these records should be redacted to remove all names and unit numbers on the attendance sheet, except for the Applicant's. In support of its position, it relies on the Tribunal's decision in *Tahseen v Metropolitan Toronto Condominium Corporation No. 818*, 2020 ONCAT 22 ("Tahseen") (at para. 17). The Applicant disagrees with MTCC 1088's interpretation of the Tahseen decision in that in his view, these records should not identify any owners or their units. On that point, I agree with the Applicant that these records must not identify any owners or their units and must therefore be

redacted accordingly.

[41] Insofar as the fees to obtain these records are concerned, I find that MTCC 1088's estimated fee of \$22.50 to provide these records is reasonable. As a result, I order MTCC 1088 to provide copies of these records to the Applicant in electronic format with redaction of the owner names and unit numbers, within 30 days of receiving after payment of the fee of \$22.50.

Issue 3: Should MTCC 1088 be required to pay a penalty under s. 1.44 (1) 6 of the Act for failure to provide the Applicant with the requested records without a reasonable excuse and if so, in what amount?

[42] The Applicant submits that a penalty of \$5,000 should be imposed on MTCC 1088 for refusing to provide the specified legal invoices and the approved minutes of the AGM held on June 3, 2025, without a reasonable excuse, in accordance with s. 1.44 (1) 6 of the Act. In support of his position, he refers to the Tribunal's decisions in *Shaheed Mohamed v. York Condominium Corporation No. 414*, 2018 ONCAT 3, and *Balasubramaniam v. Metropolitan Toronto Condominium Corporation No. 812*, 2023 ONCAT 152, where a penalty was imposed for a refusal to provide a record.

[43] The Applicant submits that a penalty is warranted because MTCC 1088 has (i) refused to provide the requested invoices for legal services, (ii) put forward unitemized fees to provide other records, and (iii) is not able to provide the minutes of the AGM in a timely manner, all of which frustrates access to records and good governance.

[44] MTCC 1088's position is that a penalty should not be awarded in this case because it has not refused to provide any records that the Applicant is entitled to.

[45] In addition, MTCC 1088's position is that its fee estimates and hourly rates to provide the requested records are fair and reasonable.

[46] As a final point, MTCC 1088 points out that the cases referred to by the Applicant in support of a penalty are cases where there has been a repeated refusal to produce records, which is not the case here. MTCC 1088 adds that this case relates to a situation where there has been a single request for records and corresponding response involving the Applicant and MTCC 1088.

[47] Under s. 1.44 (1) 6 of the Act, the Tribunal may make an order directing a condominium corporation:

... to pay a penalty that the Tribunal considers appropriate to the person entitled to examine or obtain copies under that subsection [subsection 55 (3)] if the Tribunal considers that the corporation has without reasonable excuse refused to permit the person to examine or obtain copies under that subsection.

[48] Under s. 1.44 (3) of the Act, the Tribunal has the authority to award a penalty of up to \$5,000. It should also be noted that a penalty can only be imposed for refusing to provide a record without a reasonable excuse. It cannot be imposed in regard to allegations or findings which relate to the governance of a condominium corporation.

[49] I have reviewed the cases cited by the Applicant in support of his submission that a penalty should be imposed against MTCC 1088 because it has refused to provide records without a reasonable excuse. In my view, the evidence in this case is very different than in the cases to which I was referred. Given the facts in this case and my determination that MTCC 1088 did not refuse to provide records without a reasonable excuse, I find that no penalty is warranted.

Issue 4: Should there be an award of costs, and if so, in what amount?

[50] The Applicant has requested costs in the amount of \$200 as reimbursement for his Tribunal fees. For its part, MTCC 1088 has not requested any costs and takes the position that no costs should be awarded to any party.

[51] Subsection 1.44 (2) of the Act states that an order for costs “shall be determined in accordance with the rules of the Tribunal.” The costs-related provisions of the Tribunal’s Rules of Practice which are 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.

[52] Upon review of the evidence and submissions, I have determined that the Applicant was not successful in this case and that he is therefore not entitled to any costs.

[53] I make no further order for costs in this matter.

C. ORDER

[54] The Tribunal orders that:

1. MTCC 1088 may charge the following amounts to produce copies of the following records in electronic format:
 - a. \$90 for the proxies for the AGM, with the redaction of owners' names, signatures and unit numbers;
 - b. \$7.50 for the vote tabulation records of the AGM, with the redaction of owners' names and unit numbers; and
 - c. \$22.50 for the sign-in or attendance records for the AGM, with the redaction of owners' names, signatures and unit numbers.
2. MTCC 1088 must provide to the Applicant the records described above in subparagraph 1 within 30 days of receiving payment from the Applicant.
3. MTCC 1088 may redact the legal invoices from Miller Thomson LLP for the period of January 1, 2018, to June 12, 2025 which are specifically related to: (i) letters sent to unit owners; (ii) lien threats; and (iii) pre-litigation activity involving unit owners. More specifically, MTCC 1088 may redact the narrative descriptions of the services provided, the corresponding dates on which they were delivered, hours billed, hourly rates, the fees billed for each specific service, and the identity of the person who billed for those hours. It must not redact the total amount of each invoice.
4. In accordance with s. 13.3 (8) of the Regulation, MTCC 1088 may charge a reasonable fee for the actual labour and delivery costs it incurs for making these records available to the Applicant. To that end, MTCC 1088 will provide the Applicant with an estimated fee to do so within 30 days of the date of this decision, based on an hourly rate of \$30 per hour, as in the case of the other requested records. If the Applicant decides to proceed with the request he must, within 30 days of receiving the fee estimate, so indicate to MTCC 1088 and pay the estimated fee.

5. MTCC 1088 will provide to the Applicant the redacted records as described above in subparagraph 3 within 30 days of receiving payment from the Applicant. When the records are delivered and in accordance with s. 13.8 (1) (c) of the Regulation, MTCC 1088 must also provide the Applicant with a separate written document that indicates the difference between the actual costs which it has incurred in preparing the records and the fee paid by the Applicant. If the actual cost is greater or less than the estimated fee that was paid, the parties will make the necessary adjustments in accordance with the directions set out under s. 13.8 of the Regulation.

Roger Bilodeau
Member, Condominium Authority Tribunal

Released on: March 17, 2026