CONDOMINIUM AUTHORITY TRIBUNAL

DATE: March 31, 2026
CASE: 2025-00116R
Citation: Wrebel v. Peel Condominium Corporation No. 52 2026 ONCAT 59

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

Member: Keegan Ferreira, Vice-Chair

The Applicant,
Magdalena Wrebel
Self-Represented

The Respondent,
Peel Condominium Corporaiton No. 52
Represented by Yuliya Lappo, Counsel

Hearing: Written Online Hearing – October 6, 2025 to March 4, 2026

REASONS FOR DECISION

A. INTRODUCTION

[1] Magdalena Wrebel (the "Applicant") is a unit owner in Peel Condominium Corporation No. 52 (the "Respondent"). They submitted two requests for records (the "Requests") to the Respondent on February 26 and 28, 2025. During Stage 2 – Mediation, the Applicant and the Respondent agreed to resolve several issues. The remaining issues were the adequacy of specific records, particularly board meeting minutes, and whether the Respondent had refused to provide some records without a reasonable excuse.

[2] For the reasons below, I find that the Applicant has not demonstrated that the board meeting minutes or other records provided by the Respondent are inadequate. I also find that the Respondent has not refused to provide records without a reasonable excuse, and order the Applicant to partially reimburse the Respondent for their costs in the amount of $2,000.

B. ISSUES & ANALYSIS

Issue #1: Are the records provided by the Respondent inadequate due to missing information?

[3] The Respondent provided the Applicant with the requested minutes for board meetings between September 1, 2024 and February 26, 2025. The Applicant argues that that these minutes are inadequate for two principal reasons. First, they argue the the minutes are inadequate because they do not contain required information. Second, they argue they are inadequate because other records which include information relevant to the decisions being made are not included within and do not form part of the minutes themselves.

[4] In one submission, the Applicant very briefly alluded to records regarding roof replacement projects from 2016 and 2024, contracts for underground exhaust fan work, and contracts for Glycore replacement. The Applicant made no specific submissions regarding the alleged defects with these records, and acknowledged that they had received them. Accordingly, the paragraphs below deal only with the alleged deficiencies with the minutes.

[5] With respect to the first argument, the Applicant acknowledges that the minutes refer to and address multiple significant operational and financial matters, including reserve fund planning, engineering reports, tendering processes, and major capital projects affecting the common elements and long-term financial obligations of the corporation. The Applicant also acknowledges that the minutes show that the board approved expenditures, adjusted reserve fund timelines, and that they refer to specific decisions that were made regarding these projects.

[6] The Applicant alleges that the minutes are inadequate because they do not include "essential information that owners are entitled to," such as detailed narrative accounts of deliberations, voting breakdowns, or the full underlying rationale for board decisions.

[7] The Respondent submits that the Applicant's concerns are, in substance, requests for further explanations or justification for board decisions. I agree. Subsection 55 (1) of the *Condominium Act, 1998* (the "Act") requires that a condominium corporation keep adequate records. It does not oblige the corporation to answer questions, provide explanations, or create new documents that set out a written narrative of the directors' thought process or the rationale for each decision. The Respondent referred me to de Francesco v. Ottawa Carleton Leasehold Condominium Corporation No. 973, 2025 ONCAT 84, where, at paragraph 20, the Tribunal wrote:

> The Applicant may wish for more information and may be frustrated by a

> perceived lack of rationale for certain decisions, but the "rationale" requested is essentially a request for information, not a request for records. There is no evidence before me that there are any other records that the corporation is required to keep pursuant to s. 55 of the Act.

[8] It is well established that the Act does not require minutes to be transcripts or complete narrative histories of what occurred at meetings. Rather, the purpose of minutes is to document the board's business transactions and demonstrate how the corporation's affairs are managed. The Tribunal has also consistently held that minutes are adequate where they contain sufficient detail to allow an owner to understand what business was conducted, what decisions were made, and the general financial or operational context in which those decisions arose[1], which these minutes do.

[9] With respect to the second argument, minutes are not required to include all relevant considerations or supporting documentation within them. While minutes commonly refer to other records of the corporation, there is no requirement those other records be included within or form a part of the minutes for the minutes to be adequate. The Act does not require that a corporation's minutes form a unitary, comprehensive narrative that includes within it all relevant information and underlying documents. The evidence also shows that the Respondent separately disclosed engineering reports, contracts, invoices, reserve fund information, and other supporting documentation referenced in the minutes.

[10] Accordingly, I find that the Applicant has not demonstrated that the Respondent failed to comply with its obligation to keep adequate records under subsection 55 (1) of the Act.

Issue #2: Has the Respondent refused to provide records without a reasonable excuse? If so, is a penalty warranted in accordance with s. 1.44 (1) 6 of the Condominium Act?

[11] The Applicant argues that the Respondent has refused to provide several records without a reasonable excuse; specifically, a copy of the warranty for watermain lining from Aquazen, a stop work order from the City of Mississauga relating to the watermain project, and records relating to a garage repair project, including a payment and construction schedules, change documentation, and payment records. I will deal with each of those records in order.

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[1] 2021 ONCAT 72

Watermain Warranty

[12] With respect to the watermain warranty, it is not clear from the submissions of both parties whether this record was ever in the Respondent's possession. The corporation does not deny that the warranty may have existed historically, and explained that if it did, there are circumstances that reasonably account for why it is no longer available: specifically, that the president of the board experienced data loss in connection with a computer / telecommunications system update.

[13] The corporation submits that it acted in good faith and made reasonable efforts to locate and obtain it, including searching its own records and contacting former property management and contractors. Despite these efforts, no such record was located.

[14] There is no evidence before me that the record was ever in the corporation's possession. Accordingly, I find that the Respondent has not refused to provide this record because there is no evidence before me that it ever existed.

Stop work order from the City of Mississauga

[15] With respect to the stop work order, the Applicant submits that the Respondent advised owners on multiple occasions that the increased costs and timeline of the watermain project were a consequence of a stop work order issued by the City. In the Respondent's response to the request, the Respondent advised that this record could not be provided as it did not exist. The Applicant submits that the Respondent's admission that the record does not exist is "problematic" in light of those previous communications to owners.

[16] The Respondent submits it has no record of ever receiving a stop work order from the City, and that it has conducted a search for it and that no stop work order or similar record has been found. The Respondent also disputes whether the corporation ever cited a stop work order as a reason for the changes in communications with owners.

[17] When I asked the Applicant to identify examples of the communications to owners about the stop work order, the Applicant identified two sets of board meeting minutes: one from the June 2019 AGM and another from the December 2021 AGM, The Applicant provided a copy of the June 2019 minutes, but was unable to provide the December 2021 minutes. Having reviewed the June 2019 minutes, I find that there are no references to a "stop work order" (or anything comparable) in those minutes. The Applicant provided no other examples of such communications with owners.

[18] The Applicant subsequently acknowledged that no stop work order had ever been issued. They also advised that that they had already verified this directly with the city, and that they had known all along that the record did not exist.

[19] Based on the Applicant's submissions, it appears that the Applicant believes that the Respondent previously advised owners that the watermain project was delayed on account of a stop work order, and that her intention in requesting a copy of it and in filing this case was to compel them to acknowledge that was not true – despite the Respondent having already done so when it completed the Board's Response form and advised the applicant that it cannot be provided because "the record does not exist."

[20] The record is acknowledged by all not to exist and so cannot be provided. While it may have been appropriate for the Applicant to request a record to confirm whether it exists or not, it is not appropriate to file a case with this Tribunal and to use Tribunal resources to adjudicate the existence of a record that is already known not to exist. This has resulted in an unnecessary use of the Tribunal's time and the corporation's resources, and will factor into my determination on costs below.

Records relating to garage repairs

[21] The Applicant also seeks records relating to the underground garage project, including payment schedules, construction schedules, and change directives. The Applicant's submissions make clear that these requests are based on the assumption that such records must exist because the project involved timing changes, scope adjustments, and additional expenditures. The Applicant's submissions confirm that what they are seeking is information and justification about the garage project rather than access to identified existing records.

[22] As the Tribunal has previously noted, information can exist without being contained in a record[2] and corporations are not required to keep as records every document or other piece of information to which the board might have referred in reaching a decision[3]. The Act does not entitle an owner to compel the creation or reconstruction of documents based on an assumption about what records "ought" to exist. The Act does not require corporations to maintain every document or working material that may have informed board decisions. Nor does the existence of board approvals or references to project progress necessarily establish that

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[2] 2025 ONCAT 188
[3] 2025 ONCAT 84

specific categories of records were created or retained.

[23] On the evidence before me, I am satisfied that the Respondent conducted reasonable searches and determined that the specific records described by the Applicant do not exist within its custody or control.

Request for cheques and invoices

[24] Finally, with respect to the Applicant's request for "chqs with invs/wo to match w/previously requested financial records" for the period from January 1, 2024 to February 26, 2025, I agree with the Respondent that this request is insufficiently specific. The request refers generally to cheques and invoices over an extended time period, without identifying the project, vendor, or particular transactions at issue.

[25] The Respondent asked the Applicant to submit a revised form to clarify their request. The Applicant contends that the Respondent did so to create a "procedural barrier" and that the request was clear. I disagree on both points and find that the Respondent's request for clarification was reasonable given the lack of clarity in the wording of the request. A corporation is not required to guess or speculate about the scope of an unclear request, or to undertake an open-ended search to find all records that might fit the bill. Where clarification is reasonably sought and not provided, non-production may constitute a reasonable excuse.

Issue #3: Should there be an order for costs and fees?

[26] Both parties requested costs. The Applicant submits that costs are warranted because the Respondent failed to keep adequate records and to provide them, necessitating this proceeding. The Respondent submits that costs are warranted because the Applicant improperly attempted to expand the scope of the proceeding, sought to have the Tribunal adjudicate the existence of records that were already known not to exist, and advanced requests for information that exceeded their entitlement under the Act, thereby causing unnecessary complication, delay and expense.

[27] At the outset of the hearing, I confirmed the issues that would be adjudicated. I then invited the parties to identify any proposed evidence and witnesses that would be relevant to those issues. The Applicant missed deadlines to provide this information and to answer follow-up questions on multiple occasions. The Applicant then proposed to provide evidence and witnesses that were not relevant to these the issues in dispute, and, in one instance, uploaded a document that I had already declined to accept.

[28] The Applicant also raised, on several occasions, issues outside the scope of this hearing, including prior requests for records, requisitions for AGMs, and the corporation's general record handling and storage practices. While the Applicant claimed to have raised the issue of how the records were stored in their original description of the case, I found that was not the case. This conduct was not reasonable and caused unnecessary complexity, delay and costs in the proceeding.

[29] Under Rule 48.2 of the Tribunal's Rules of Practice, the Tribunal may award costs that were directly related to a party's behaior that was unreasonable, undertaken for an improper purpose, or that caused a delay or additional expense. In this case, while the Applicant was entitled to seek access to records to which they are properly entitled, aspects of their conduct went beyond what was reasonable. In particular, the Applicant's attempts to expand the scope of the proceeding and seeking to adjudicate the existence of a record that they knew not to exist caused undue delay, complication, and expense. In these circumstances, I find that award of costs against the Applicant is appropriate to to address the unnecessary expense caused by the Applicant's conduct in this proceeding.

[30] I have also considered that the parties were able to resolve a number of issues during Stage 2 – Mediation, and that the cooperation between the parties helped to narrow the issues that needed to be adjudicated. Taking these factors into consideration, I find that a costs order in the amount of $2,000 is fair and appropriate in the circumstances.

[31] As the Applicant was unsuccessful in this case, I decline to order reimbursement of their Tribunal fees.

C. ORDER

[32] The Tribunal orders that:

1. This application is dismissed.

2. Within 60 days of this decision, the Applicant will pay the Respondent $2,000 in costs.

Keegan Ferreira
Vice-Chair, Condominium Authority Tribunal

Released on: March 31, 2026