

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: April 7, 2026

CASE: 2025-00020R

Citation: Traicheff v. York Condominium Corporation No. 43, 2026 ONCAT 65

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

Member: Elisha Turney Foss, Member

The Applicant,

John Traicheff

Self-Represented

The Respondent,

York Condominium Corporation No. 43

Represented by Jane Komolafe, Student at Law

Hearing: Written Online Hearing – July 19, 2025 to March 4, 2026

REASONS FOR DECISION

A. INTRODUCTION

- [1] John Traicheff (the “Applicant”) is the owner of a unit of York Condominium Corporation No. 43 (“YCC 43” or the “Respondent”). This decision involves two requests for records that the Applicant submitted to YCC 43.
- [2] The Applicant claims that YCC 43 refused to provide him with records that he is entitled to without a reasonable excuse and that a penalty is warranted. Also, the Applicant claims that some of the records provided to him were not adequate and fees were inappropriately charged for records.
- [3] The Respondent submits that they were delayed in providing some records but with reasonable excuse. Also, they deny that the records provided were inadequate and state the fees were appropriately charged.
- [4] The parties provided voluminous evidence and submissions, and while I have read and considered them all, I will only refer to those necessary to determine the questions before me.
- [5] Based on the evidence before me and for the reasons set out below, I find that the

Respondent did not refuse to provide some records without reasonable excuse and that some of the records were inadequate as per s. 55 of the *Condominium Act, 1998* (the “Act”).

[6] Given this, the Respondent shall pay the Applicant \$200 in costs.

B. ISSUES & ANALYSIS

Issue No. 1: Has the Applicant been refused records to which he is entitled, without reasonable excuse?

[7] The Applicant submitted an application to the Tribunal regarding two requests for records dated October 2, 2024, and December 3, 2024.

October 2, 2024, Request

[8] In the October 2, 2024, request, the Applicant requested the following records, as summarized:

1. Record of owners and mortgagees
2. Periodic information certificates from the past 12 months
3. Minutes of board meetings held within the last 12 months – March 2024 to date
4. Unaudited financial statements August 2024
5. Most recent electrical distribution thermal scan report
6. Current Fire Safety plan
7. Current YCC 43's Privacy Policy
8. Current YCC 43's Lien Policy
9. 10-year warranty for garage project (“10-year warranty”)
10. LVRC Minutes, November 2023 to date

[9] The Respondent provided their Response to Request for Records on November 14, 2024. The Applicant submitted that the Respondent's delay in responding was a denial to which he is entitled.

[10] Though the Respondent acknowledges that it did not provide a response within the

prescribed time of 30 days as per s. 13.3 (6) of Ontario Regulation 48/01 (“O. Reg. 48/01”) under the Act, they stated it was because the email went to their junk mail and resulted in a 11-day delay in response to the Applicant. The Applicant submits that the 11-day delay is, in effect, a refusal to provide records under the Act and referred me to *Martynenko v. Peel Standard Condominium Corporation No. 935*, 2021 ONCAT 125 (“Martynenko”), in his explanation that this was an unreasonable delay. In *Martynenko*, there was a delay of 56 days in delivering a response to one of the requests in issue, and the response to one of the requests was delivered in two days after the application was filed with the Tribunal. In the case before me, there was a delay of 11 days, which, on the facts was not unreasonable. Also, this case differs from *Martynenko*, as that case addresses a repeated pattern of delayed response to records requests. Second, the Respondent denied the request to three records. The Respondent denied the “most recent electrical distribution thermal scan report,” the 10-year warranty and the “LVRC Minutes, November 2023 to date,” but allowed for access to all the other records. Regarding the electrical scan, the Applicant accepts the reason for the refusal to provide that record. However, it is his position that the denial of the 10-year warranty and the minutes amounts to a refusal to records that he was entitled without reasonable excuse.

- [11] The Respondent explained in the Response to Request for Records that the 10-year warranty was not provided because they were waiting for response from the contractor and could not provide the minutes because they were not yet approved.
- [12] Regarding the meeting minutes, they were provided on November 19, 2024. While initially this record was denied because the meeting minutes were not approved, shortly thereafter they were approved and provided to the Applicant. The Respondent not providing unapproved meeting minutes is not a refusal. Once approved, it appears that the Respondent provided the records within five days. As such, these records were provided within the prescribed time.
- [13] For the 10-year warranty, on March 19, 2025, the Respondent provided the Applicant with the 10-year warranty for the garage project. While I accept that the Respondent was waiting for records from their contractor, the Applicant is still entitled to this record. Waiting to provide a record is different than denying a request to a record that they are entitled. In this case, I have heard no explanation suggesting that the Applicant was not entitled to the requested record; therefore, I found this did not amount to a refusal without reasonable excuse.

December 3, 2024, Request

[14] The Applicant requested the following records on their December 3, 2024, Request for Records, as summarized:

1. Condominium corporation's declaration
2. Condominium corporation's by-laws
3. Condominium corporation's rules
4. Record of owners and mortgagees
5. Record of notices relating to leases of units (s. 83)
6. Periodic information certificates (past 12 months)
7. Minutes of Board meetings (July 2024–date)
8. Unaudited financial statements (September and October 2024)
9. Information Certificate Updates (January 2024–date)
10. LVRC Meeting minutes (November 2023–date)
11. LVRC unaudited financial statements (September and October 2024)
12. Video of previous Board members (per November 4, 2024, communication)
13. 10-year garage warranty CCDC (with Complete Concrete Restoration)
14. Article A-4 Contract price & change orders (~\$1.7M balcony project, 2020)
15. Board meeting minutes (April 22, 2015 and May 1, 2020)
16. "Lifetime contract with the cleaners' union" (from at least 30 years ago)
17. CCDC with MCF Contracting Ltd. showing "No warranty" (garage repairs, 2020)
18. Contract for second elevator project
19. Contract, quotes or invoices for "electricity related or fixture project"
20. Contract for second balcony project
21. Current process to obtain visitor parking sticker (2024)

[15] On January 2, 2025, the Respondent provided the Board Response stating that it would provide all of the requested records except for the video of previous board members because the record does not exist.

[16] The Applicant does not have issue with the refused record for the December 3 Request for Records.

Delay in Providing Records

[17] For the December 3 request, the Respondent provided a response to the request but then was delayed in providing the records. The Respondent provided the response on January 2. The Applicant provided that they wished to proceed with the request on January 30 and paid for the records on February 3.

[18] The Respondent provided the records on March 11, six days past the 30- day legislated timeframe of 30 days. Additionally, when reviewing the records the Applicant determine that By-Law #10 was missing.

[19] The Applicant argued that the delay amounted to a refusal under the Act.

[20] The Respondent acknowledged that they were delayed in providing the records to the Applicant but noted that the request was voluminous in nature which in part led to their delay. The Respondent acknowledges that the records were missing and that it was an oversight.

[21] The Tribunal has at times seen an excessive delay in providing records to be evidence of a refusal to provide a record. However, in this case, the delay was minor and, given the number of records requested, I do not find that such a delay amounts to a refusal in this case.

[22] Regarding By-Law #10, the Respondent failed to provide this record at first, but it was identified as an oversight and provided it to the Applicant. Given the large volume of records requested, it is reasonable that an oversight might have occurred.

[23] Given the above, I find that By-Law# 10 has not been refused.

Issue No. 2: Are the records provided by the Respondent inadequate?

[24] Subsection 55 (1) of the Act requires that a condominium corporation keep adequate records. In *McKay v. Waterloo North Condominium Corp. No. 23*, 1992 CanLII 7501 (ONSC) ("McKay"), the Court considered the question of what constitutes an adequate record. The Court states:

The Act obliges the corporation to keep adequate records. One is impelled to ask – adequate for what? An examination of the Act provides some answers. The objects of the corporation are to manage the property and any assets of the corporation (s. 12(1)). It has a duty to control, manage and administer the common elements and the assets of the corporation (s. 12(2)). It has a duty to effect compliance by the owners with the Act, the declaration, the by-laws and the rules (s. 12(3)). Each owner enjoys the correlative right to the performance of any duty of the corporation specified by the Act, the declaration, the by-laws and the rules. The records of the corporation must be adequate, therefore, to permit it to fulfil its duties and obligations.

The Applicant argues that some of the records provided by the Respondent were not adequate. I will consider each record that the Applicant addressed in his submissions.

Periodic Information Certificates

- [25] The Applicant submits that the Periodic Information Certificates (“PICs”) were inadequate as they contained incorrect information.
- [26] The Applicant explains that the names of two directors were listed as of September 30, 2024; however, their effective date was October 28, 2024.
- [27] The Respondent acknowledges their error in providing the incorrect dates for the directors; however, they believe this is something that could be remedied in future PICs.
- [28] While the dates provided are errors, these do not amount to inadequacies. This is also an error that can be corrected in the next PIC.
- [29] Given the above, I find that the PICs were adequate, and that the date error can be corrected in the updated PIC.

Board Meeting Minutes

- [30] The Applicant submits that the Corporation is inconsistently redacting meeting minutes. He claims that he received redacted records for the November 23 minutes whereas he knows that another owner was provided unredacted November 23 minutes.
- [31] The Respondent explained that their previous practice was incorrect and they were not appropriately redacting meeting minutes. The Respondent explained that the minutes provided to the Applicant are adequate because they record the final action taken. Additionally, the Applicant indicated that there was a consistently

incorrect name within the July 18, 2024, minutes. The Applicant believes this amounts to an inadequacy.

[32] The Respondent maintains that the incorrect name was a typo. They believe that they should not be held to a standard of perfection.

[33] As stated in *Chai v. Toronto Standard Condominium Corporation No. 2431, 2025 ONCAT 68* (“Chai”), it is not reasonable for a condominium corporation to be held to a standard of perfection. In Chai, the Tribunal also suggests that some errors can be minor in impact. I believe that the name typo is minor in impact in this situation.

[34] Given the above, I find that the minutes are adequate.

Corporate Policies

[35] The Applicant submits that the Privacy Policy and Lien policy are inadequate because they are undated, therefore making it unclear which version is current and effective.

[36] The Respondent submits that that the absence of a date does not make the policies inadequate as the date is not a requirement for policies under the Act.

[37] There is no requirement to have an effective date on the policy, and the Respondent did admit that there were other versions of the policies. While not having an effective date on the policy does cause confusion, this small oversight does not amount to inadequacy.

[38] Given the above, I find that the policies are adequate.

10-year warranty and Prior communications

[39] The Applicant submits that the warranty records contradict communications from the Board. He explained the Board had previously advised that the warranty was for ten years, when the warranty record shows that the warranty is for five years.

[40] The Respondent explained that this misstatement from the Board communications does not deal with the inadequacy of the record.

[41] I agree with the Respondent regarding this. The matter at issue is whether the requested records were adequate. The Applicant has not shown how the record was inadequate, and the Respondent provided the record that they had in response to his request.

Record of Notice of Leases

- [42] The Applicant claims that the Notice of Leases were inadequate as the notices were missing the type of notice, the date received and the effective date.
- [43] Subsection 83 (1) of the Act requires owners who lease their units or renew a lease to notify the condominium corporation that the unit has been leased, and to provide the corporation with the lessee's name, the owner's address, and a copy of the lease or renewal (or a summary). When an owner terminates a lease, they are required to notify the condominium corporation of the termination.
- [44] Subsection 83 (3) of the Act requires that the condominium corporation keep a record of the notices it receives.
- [45] The Respondent acknowledged their error and conceded that they did not provide all the information required under s. 83 (1) and moving forward, they will make sure that the notices contain the required information.
- [46] In paragraph 51 of the case *Chai v. Toronto Standard Condominium Corporation No. 2431*, 2022 ONCAT 142, the Tribunal found that an adequate record of notices of leased units should include:
1. A list of each unit in the corporation for which one or more notices under s. 83 has been received.
 2. For each unit in that list, an indication of:
 - i. The type of each notice received (i.e., a notice of lease, of renewal, or termination), and
 - ii. The date on which each notice was received.
- [47] Given the above, I find that the Notice of Leases were inadequate pursuant to s. 55 (1) of the Act.

Issue No. 3: Is the Respondent entitled to charge a fee to produce the records and, if so, in what amount?

- [48] On the Board Response form, the Respondent set out the requested fees for the following records:
1. Lifetime contract with the cleaner's union: \$30 labour at 2 hours = \$60
 2. The Elevator Project and Balcony Project: \$30 labour at 1 hour = \$30

3. Contract, quote or invoices for electricity related to fixture project: \$30 labour at 1 hour = \$30
4. Current process to obtain Visitor Parking Sticker: \$30 labour at 1 hour = \$30

[49] The Applicant paid the fee but claimed that the \$30 labour fee imposed by the Respondent on the Response to Request form is excessive and unreasonable especially as these records are maintained electronically.

[50] The Respondent submitted that they provided the fees to reflect actual administrative costs.

[51] I will address below whether a \$30 labour fee is reasonable and will address the total fee, including labour for the records.

Reasonableness of the fee

[52] Subsection 13.3 (8) 1 of Ontario Regulation 48/01 (“O. Reg. 48/01”) sets out what fee may be charged for records:

The fee shall be a reasonable estimate of the amount required to reimburse the corporation for the actual labour and delivery costs that the corporation incurs for making the record requested available for examination or for delivering a copy of the record, which costs shall include the printing and photocopying charges established under paragraph 3 and the actual labour costs that the corporation incurs during the examination.

[53] The Respondent charged an hourly rate of \$30 per hour for reviewing records. The Tribunal has consistently indicated that what is a reasonable fee will be determined by a variety of factors, including, but not limited to, the nature of the work required to produce the record.¹ In the case *Shaheed Mohamed v York Condominium Corporation No. 414*, 2018 ONCAT 3 (“Shaheed”), the review work required a non-professional, unspecialized clerical work which typically shows hourly fees in the range of \$30–\$32 per hour.² Similarly, in this case the Respondent charged \$30 per hour for the work required in producing the record and I find this reasonable.

¹ *Shaheed Mohamed v York Condominium Corporation No. 414*, 2018 ONCAT 3, *Bolanos v. Carleton Condominium Corporation No. 14*, 2021 ONCAT 52, and *He v. Waterloo Standard Condominium Corporation No. 541*, 2020 ONCAT 34.

² *Shaheed Mohamed v York Condominium Corporation No. 414*, 2018 ONCAT 3, and *Bolanos v. Carleton Condominium Corporation No. 14*, 2021 ONCAT 52

[54] The Respondent charged one hour labour for all records except the Lifetime contract with the cleaners' union. One hour of labour to retrieve, review and prepare the requested records is a reasonable allotment of time.

[55] Regarding the Lifetime contract with the cleaners' union, the Applicant submits that the Respondent only provided the 2020–2024 agreement. However, the request required records responsive to the lifetime of the Corporation. While the results yielded only the 2020–2024 records, the Respondent needed to search to ensure that all responsive records were provided. This would result in more administrative time than just looking for one particular record. Therefore, I find the work required in producing the record and this fee to be reasonable.

[56] Given the above, I find the fees the Respondent charged to be reasonable.

Issue No. 4: Should a penalty be imposed against the Respondent?

[57] Subsection 1.44 (1) 6 of the Act states that the Tribunal has the authority to award a penalty where the Tribunal considered that a corporation has refused records without reasonable excuse.

[58] The Applicant asks the Tribunal to order a penalty against the Respondent based on what he described as an ongoing non-compliance with the Act regarding their refusal to provide records which he is entitled.

[59] The Respondent submits that no penalty is warranted.

[60] Given that I found that the Respondent did not refuse records, no penalty is warranted.

Issue No. 5: Should costs be awarded?

[61] Rule 48.1 of the Tribunal's Rules of Practice provides that "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."

[62] In this case, the Applicant was partially successful, and he is entitled to be reimbursed the total amount of his Tribunal fess. The Respondent shall pay the Applicant \$200 in costs.

C. ORDER

[63] The Tribunal orders that:

1. Under s. 1.44 (1) 4 of the Act, within 15 days of this Order, the Respondent shall pay \$200 to the Applicant for the cost of filing this application.
2. Within 15 days of this Order, the Respondent shall provide the Applicant with the requested By-Law #10, if not already provided, and Information Certificate Updates from January 2024 to December 2024.

Elisha Turney Foss
Member, Condominium Authority Tribunal

Released on: April 7, 2026