CONDOMINIUM AUTHORITY TRIBUNAL

DATE: April 10, 2026
CASE: 2025-00454R
Citation: Seawan Ltd. v. York Region Condominium Corporation No. 890, 2026 ONCAT 66

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

Member: Nicole Aylwin, Vice-Chair

The Applicant,
Seawan Ltd.
Represented by James Chan, Agent

The Respondent,
York Region Condominium Corporation No. 890
Represented by Victor Yee, Counsel

Hearing: Written Online Hearing – December 22, 2025 to April 10, 2026

REASONS FOR DECISION

A. INTRODUCTION

[1] Agnes Chun is the owner of Seawan Limited ("Seawan" or the "Applicant"), which owns two units in York Region Condominium Corporation No. 890 ("YRCC 890" or the "Respondent"). Ms. Chun filed this application on behalf of Seawan alleging that the Respondent has refused to provide the Applicant with records to which it is entitled without a reasonable excuse and that some of the records provided have been overly redacted.

[2] The Applicant has requested that the Tribunal order the Respondent to provide the records it submits are outstanding and reissue the redacted records with minimal redactions. It requests that the Respondent pay a penalty under s. 1.44 (1) 6 of the *Condominium Act, 1998* (the "Act"), and that it pay the Applicant's Tribunal fees and costs.

[3] The Respondent submits it has provided the Applicant with all records to which it is entitled and that any records not provided have been rightfully refused under

s. 55 (4) (b) of the Act, as they pertain to contemplated litigation. It asks that this application be dismissed with costs awarded to the Respondent.

[4] For the reasons set out below, I find that the Respondent has provided the Applicant with all the records to which it is entitled and that the records refused are exempt from examination under s. 55 (4) (b) of the Act. I further find the redactions made are in accordance with the Act. I dismiss this application with no costs to any party.

B. BACKGROUND

[5] This dispute over records arises in the context of a dispute over a $25,000 chargeback levied against the Applicant for two separate insurance deductibles related to a 2021 grease fire in the units owned by the Applicant. While the details of the dispute over the chargeback are not relevant to this records dispute, what is relevant is that the Applicant disputes the validly of the chargeback and the lien on the property that followed.

[6] The Applicant sought records relating to the Respondent's insurance claim related to the fire, and the deductibles charged to the Respondent by its insurer, Travelers. These records included meeting minutes for the period between 2021–2025; and all documents and correspondence comprising the "complete" insurance claim file from that same period including:

1. All correspondence between YRCC 890 and Travelers, its insurance adjuster and/or broker regarding the fire incident.

2. Any letters from Travelers to YRCC 890 about the deductible.

3. All documents, adjuster reports, assessment and settlement records related to the insurance claim.

4. Invoices, payout records and payment confirmation or financial documentation showing that YRCC 890 was charged a total deductible of $25,000.

[7] The Respondent replied to the request for records advising that it would provide all the core and non-core records, subject to the payment of a fee by the Applicant in accordance with the Regulations under the Act, except for certain correspondence which it claimed was exempt from examination under s. 55 (4) (b) of the Act because those records related to "actual or contemplated litigation, as determined by the regulation or insurance investigations involving the corporation."

[8] After receiving the fee from the Applicant, the Respondent set out to provide the records requested. In doing so the Respondent's condominium manger and the Applicant corresponded to clarify some of the records desired by the Applicant. The Respondent determined that some of the Applicant's desired records did not exist, which it asserts to be a reasonable excuse for not providing those records.

[9] Finally, at the outset of this hearing during the process of clarifying the issues in dispute, it became clear that the Applicant had made two separate requests for records on June 5, 2025, and there were some overlap and duplicate records requested in these two requests. At that point, the Applicant indicated that it in addition to the above-mentioned records, it was also seeking utility bills for the period of January 1, 2021 to June 10, 2025, but indicated that these records were the subject of a separate Tribunal application, which was filed about the second June 5, 2025, records request. I advised the Applicant that the utility bills would not be addressed in this case and no evidence or arguments were provided in relation to them by either party.

C. ISSUES & ANALYSIS

Issue No. 1: Has the Respondent refused to provide records to the Applicant to which it is entitled without a reasonable excuse? If so, should a penalty be assessed and in what amount?

Records Related to the Insurance Claim

[10] In response to the Applicant's request for records related to the insurance claim, the Respondent provided a wide range of records, including copies of the relevant insurance policies, a fire report, an insurance certificate letter, a letter to the Applicant regarding the chargeback, and an insurance invoice log for the fire incident. The Respondent also provided an email from its insurance adjustor confirming that a deductible was applied. The evidence also demonstrates that the Applicant is in possession of an invoice from the insurance company invoicing for a deductible in the amount of $10,000.

[11] The Respondent asserts that it has provided all the records to which the Applicant is entitled related to the insurance claim and that any remaining records relating to the insurance claim are exempt from examination under s. 55 (4) (b) of the Act.

[12] The Applicant asserts that the records provided to it do not include certain types of correspondence or statements. It asserts, generally, that there ought to be more records. There is no evidence before me that there are, or ought to be, additional records beyond those already provided or refused by the Respondent under s. 55 (4) (b) of the Act. Further, some of the Applicant's requests are tantamount to a request for information, not records, such as the Applicant's demand for correspondence or written statements from the corporation's auditor and insurance representative confirming and validating the deductible amounts charged.

[13] Regarding the Applicant's more specific request for additional correspondence (letters, emails, etc.) between insurance company and the Respondent, I find these records were rightfully refused under s. 55 (4) (b) of the Act.

[14] Section 1 (2) of Ontario Regulation 48/01 ("O. Reg. 48/01") defines contemplated litigation as "… any matter that might reasonably be expected to become actual litigation based on information that is within a corporation's knowledge or control …"

[15] The evidence in this case includes a variety of correspondence, such as the letters sent by the Applicant to the Respondent on July 29, 2025, August 26, 2025, October 10, 2025, and October 15, 2025, in which the Applicant expressly threatens or proposes that it may proceed with litigation in relation to the chargeback for the insurance deductible. As such, the Respondent was entitled to treat the requested correspondence with its insurance company as subject to this exemption and has reasonably relied on s. 55 (4) (b) of the Act to refuse these records.

<u>The Minutes</u>

[16] The Applicant argues that the Respondent has overly redacted the minutes it provided and in doing so refused it records to which it is entitled. It argues that the Respondent should not have redacted all discussions of the chargeback, lien and deductible from the minutes. The Respondent submits that the redactions to the minutes were made in accordance with s. 55 (4) (b) of the Act.

[17] I have reviewed the one set of minutes provided by the Applicant which it asserts have been overly redacted. The portion of the minutes redacted clearly relates to a discussion of the deductible and the chargeback amount. I accept, as argued by the Respondent, that the redacted portion of the minutes relates to information that would be exempt from examination under s. 55 (4) (b) for the same reasoning as earlier in this decision, i.e. the redacted portion of the minutes relates to matters that are likely to be the subject of litigation.

[18] In addition, the Applicant argues that the Respondent refused to provide it minutes of a July 2021 board meeting. The Respondent maintains that no meeting took place in July 2021 – a fact communicated to the Applicant while the records request process was underway. The Applicant asserts the meeting did take place, alleging that subsequent meeting minutes refer to this meeting. These minutes were not put before me as evidence. The Applicant further argues that, if, in fact, no meeting took place, it ought to have.

[19] Whether a meeting of the board ought to have taken place or not, is a governance matter not within the jurisdiction of the Tribunal. There is no evidence before me that a board meeting did take place in July 2021 for which there ought to be minutes. The Applicant, in this case, is not entitled to a record that does not exist, and I accept that there was no refusal to provide this record.

[20] Finally, I acknowledge that the Applicant has deeply held concerns regarding the chargeback levied against it. However, this is not an issue that the Tribunal can address - it can only decide the questions before it of entitlement and refusal of records. In this case, I have found that the Respondent has provided all the records to which the Applicant is entitled, and it has a reasonable excuse for not providing the others. As there has been no refusal without a reasonable excuse there is no basis to award a penalty under s. 1.44 (1) 6 of the Act.

Issue No. 2: Is any party entitled to costs?

[21] Both parties requested costs in an unspecified amount. The Applicant also requested that the Respondent reimburse it for its Tribunal fees. Costs awards are discretionary and are made in accordance with the rules of the Tribunal as per s. 1.44 (2) of the Act. 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 during 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.

[22] The Applicant was not successful in this case and is therefore not entitled to costs, including the reimbursement of its Tribunal fees.

[23] This hearing was straightforward; the issues narrow and both parties kept submissions focussed on these issues. While I have found that the Respondent has not refused to provide records without a reasonable excuse, the Applicant had a legitimate right to challenge the basis for refusal. There was no behavior during this proceeding that was unreasonable or undertaken for improper purpose by either party that would justify a costs award to either of them. I make no order for costs.

D. ORDER

[24] The Tribunal orders that:

1. The application is dismissed without costs to either party.

Nicole Aylwin
Vice-Chair, Condominium Authority Tribunal

Released on: April 10, 2026