

Corrected Version

This decision was amended to correct two references to “Respondent” in paragraph [66], which were intended to say “Applicant”. Per Rule 46.1 of the Tribunal’s Rules of Practice.

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: April 21, 2026

CASE: 2025-00932R

Citation: Rangan v. Metropolitan Toronto Condominium Corporation No. 996

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

Member: Michael Clifton, Vice-Chair

The Applicant,

Sriram Rangan

Self-Represented

The Respondent,

Metropolitan Toronto Condominium Corporation No. 996

Represented by Natalia Polis, Counsel

Hearing: Written Online Hearing – January 28, 2026 to March 5, 2026

REASONS FOR DECISION

A. INTRODUCTION

- [1] The Applicant is a unit owner of the Respondent condominium corporation and is also a paralegal licensed to provide legal services in Ontario. The Applicant and Respondent have been before this Tribunal numerous times over similar issues.
- [2] This case relates to a Request for Records submitted to the Respondent by the Applicant, dated November 3, 2025, in which the Applicant requested, amongst other things, what was at that time the Respondent’s most recent unaudited monthly financial statement. This is the only requested record that is at issue in this case, and I find that the Respondent did refuse to provide that record without a

reasonable excuse. The Applicant seeks both a penalty of \$5000 against the Respondent and personal liability for its directors.

- [3] The Tribunal does not have authority to make any order personally against the Respondent's directors.
- [4] For reasons set out below, I order a penalty in the amount of \$500 to be paid by the Respondent.
- [5] Regarding costs, I order the Respondent to pay reimbursement to the Applicant in the amount of \$75 to cover the Applicant's Tribunal fees for bringing this case to Stage 2 – Mediation. I order only that amount as costs since I find that all the criteria for a reasonable resolution of this case existed, and were known to the parties, by the time it was in Stage 2 – Mediation. I further conclude that the Applicant was not compelled (as he puts it) to bring this case to Stage 3 – Tribunal Decision, and ought not to be compensated for doing so.
- [6] I also order, based on the conduct of the Applicant in pursuing positions and issues in these proceedings that were not reasonable or proper, that the Applicant shall pay the Respondent partial costs in the amount of \$2,327.12.
- [7] I include in the order that the award payable by the Applicant may be set off against the amounts payable by the Respondent.
- [8] In reaching these findings, I have reviewed both parties' evidence and submissions, including those of the Applicant that went beyond what was needed or relevant to help me decide the issues in this case. I will refer only to those facts and arguments that are necessary to explain my analysis and conclusions.

B. BACKGROUND

- [9] In order to understand the basis for this case, it is relevant to consider one of the Applicant's requests for records that pre-dates the one at issue in this case.
- [10] On July 29, 2025, the Applicant submitted a Request for Records to the Respondent that included a request – under the heading, "Request for core records" – for the "most recent approved financial statements" of the condominium.
- [11] As has been confirmed previously at this Tribunal, that particular item in the Request for Records form is a reference to the audited financial statements mentioned in section 66 of the Condominium Act, 1998 (the "Act"). However, it turned out that this was not the document the Applicant was actually seeking.

- [12] The Applicant had misunderstood the terminology in the Request for Records form, and had actually intended to obtain a copy of the Respondent's most recent unaudited monthly financial statement, which is a non-core record.
- [13] After receiving the July 29, 2025, request, the Respondent's condominium manager confirmed what the Applicant actually wanted and sought instructions from the Respondent's board. The board determined that the Applicant should submit a new Request for Records, setting out the request properly under the "Request for non-core records" heading. This is what the Applicant did in his November 3, 2025, request – at issue in this case – identifying the record as the "Most recent approved Monthly Financial Statement of the Corporation" of October 2025.
- [14] Upon receiving that new Request for Records, the Respondent's board then replied, on December 2, 2025, that because the requested record was a non-core record, it was not obligated to provide it, and therefore would not do so. The board's response also added what was, in context, a clearly unnecessary and unhelpful suggestion that if the Applicant wanted the most recent audited financial statements (i.e., the annual one, which the Applicant had erroneously requested in his July 29, 2025, Request for Records), he should submit yet another Request for Records. The Applicant then brought this case to the Tribunal.
- [15] Though some of the following facts represent negotiations the parties engaged in during Stages 1 and 2 of these proceedings, none of it is drawn from the record of those proceedings. Rather, the parties submitted copies of their correspondence that took place outside of, though sometimes concurrent with, the Tribunal proceedings (i.e., outside of the Tribunal online dispute resolution (ODR) system). I am not informed whether this correspondence accurately reflected dialogue or negotiations occurring within the Tribunal proceedings, though the outcome, either way, is that this case has progressed to Stage 3 – Tribunal Decision.
- [16] The evidence submitted by the parties indicates that at the time the parties were engaged in Stage 1 – Negotiation of these Tribunal proceedings, the Respondent – which was not then represented by legal counsel – offered to provide the Applicant with a redacted copy of the requested record, and to reimburse his \$25 Tribunal application fee. The Applicant refused because he did not want a redacted copy of the record. The Applicant then moved the case to Stage 2 – Mediation.
- [17] At this point, the Respondent employed legal counsel to represent it. By email delivered through its counsel, the Respondent repeated the offer to provide the redacted record, and added that it would also reimburse the Applicant his \$50 fee

(for a total reimbursement of \$75) for taking the case to Stage 2. The Respondent remained firm that the record would need to be redacted, since it contained some private unit owner information.

- [18] The Applicant again refused, communicating his demands by email to the board and its counsel on December 13, 2025, as follows:
1. Immediate release of the October 2025 unaudited financial statement without redactions.
 2. Immediate reimbursement of the Applicant's \$75 in Tribunal fees.
 3. Payment of \$500 plus HST, characterized as "costs", which the Applicant warned the board "is materially less than the legal fees the corporation will incur by continuing to defend an unwinnable position."
- [19] The Applicant further warned the board that, if the matter proceeded to Stage 3 – Tribunal Decision, not only would this "likely result" in the corporation incurring "\$3,000-\$5,000 in legal fees and more," but he would also seek an order for "the maximum penalty of \$5000".
- [20] On December 17, 2025, the Respondent's counsel emailed the Applicant answering that the Respondent did not agree to provide an unredacted copy of the record or to pay the Applicant's "costs", but it would provide the redacted record and reimburse the Applicant's \$75 Tribunal fees. In an emailed response, the Applicant repeated his December 13 demands, but now increased his demand for "costs" to \$750 plus HST – in addition to the \$75 reimbursement of Tribunal fees – which was stated to represent the Applicant's "additional time incurred to retrieve, review, and compile prior records necessitated by the Corporation's repeated refusals".
- [21] On December 18, 2025, through its legal counsel, the Respondent emailed a redacted copy of the October 2025 unaudited financial statement to the Applicant, advising it was doing so at no cost to the Applicant despite its entitlement to charge fees for provision of a non-core record. Counsel confirmed that the Respondent would reimburse the Applicant's \$75 in Tribunal fees, but again did not agree to his demand for costs.
- [22] Whether further negotiations occurred within the ODR system after that is undisclosed to me, but on or about January 23, 2026, the Applicant moved the case to Stage 3 – Tribunal Decision.

C. ISSUES & ANALYSIS

[23] The issues before me in this case are as follows:

1. Was the Respondent's refusal to provide the Applicant with the October 2025 unaudited monthly financial statement done without a reasonable excuse?
2. Was the Applicant entitled to an unredacted copy of the October 2025 unaudited monthly financial statement?
3. Should a penalty be awarded against the Respondent under clause 1.44 (1) 6 of the Act, and if so, in what amount?
4. Should the Tribunal order the Respondent's board members to bear personal liability for costs and penalties awarded in this case?
5. Is either party entitled to an award of costs of these proceedings?

ISSUE NO. 1 – Was the Respondent's refusal to provide the Applicant with the October 2025 unaudited monthly financial statement done without a reasonable excuse?

[24] The evidence of both parties in this case clearly shows that the Respondent had no reasonable excuse to refuse to provide the Applicant with its October 2025 unaudited monthly financial statement.

[25] In its submissions, the Respondent admitted that its legal counsel had advised it (before the time that it responded to the Applicant's November 3, 2025, Request for Records) "that unaudited monthly financial statements are non-core records and as such, had different timeframes for production and can be charged a reasonable fee for production." This is a clear, accurate, and unambiguous summary of the law.

[26] The Respondent's position is that its board "misunderstood" or "misinterpreted" what it was told, and, instead, took the advice to mean that "unaudited monthly financial [sic] were not records of the Corporation at all." As noted above, in their response to the Applicant's Request for Records, the board stated that financial statements were non-core records, but that for this reason they were not obligated to provide them. Either of those conclusions is wholly incorrect and plainly contrary to what their legal counsel advised them.

[27] The Respondent submits that its board's misunderstanding or misinterpretation of the legal advice they were given constitutes a reasonable excuse for the Respondent refusing to provide the record to the Applicant. I find that it does not.

- [28] To be clear, the Respondent's lack of reasonable excuse is not simply due to the fact that the board's conclusions were wrong. It is possible for a party to arrive at an inaccurate conclusion and still have a reasonable excuse for doing so. The issue in this case is that it is simply not possible to reasonably – or even plausibly – square what the Respondent states its board "thought" with what it reports its counsel said. The Respondent offered no explanation for its board's conclusions, and I cannot imagine what a reasonable explanation for them might be.
- [29] I find that the Respondent's refusal to provide the Applicant with the October 2025 unaudited monthly financial statement in response to his November 3, 2025, Request for Records was without reasonable excuse.
- [30] Although not a conclusive factor in this analysis, I note, in addition, the Applicant provided evidence that when similar requests for unaudited monthly financial statements have been made by him in the past, the Respondent's board appears to have provided such records without issue.
- [31] Lastly, it is appropriate to note that both parties made submissions relating to whether the Respondent's delay in providing the requested record constituted its refusal without reasonable excuse. Though in some cases a delay might constitute a refusal to provide a record without reasonable excuse, in this case the delay arose as a result of the refusal without reasonable excuse, and is therefore not the causal factor on which my finding is based.

ISSUE NO. 2 – Was the Applicant entitled to an unredacted copy of the October 2025 unaudited monthly financial statement?

- [32] The Applicant acknowledges he has already been provided with a redacted copy of the October 2025 unaudited monthly financial statement, and has not asked that the Respondent be ordered to provide an unredacted copy. This may be because it turns out that (based upon the copy of the redacted record that was also submitted as part of the evidence in this case) the redactions were relatively minor and likely do not undermine the purposes for which the Applicant sought the record.
- [33] However, the evidence indicates that the Applicant's repeated demands for an unredacted copy were a significant cause for the failure of this case to be settled at Stage 2 – Mediation, and it is appropriate that a finding in this regard be given in order to resolve all principal issues in dispute between the parties in this case.
- [34] Subsection 55 (4) of the Act grants certain exemptions to the right of unit owner to access records of their condominium. The exemption in subsection 55 (4) (c)

provides that a corporation may refuse to provide records that relate to specific units or owners. Subsection 55 (5) clarifies that this exemption does not apply if the records relate to the requesting owner or that owner's unit. The Respondent relied upon the exemption in subsection 55 (4) (c) and redacted the record accordingly.

[35] I find no error in the Respondent's application of this exemption in this case, and the Applicant provides no cogent argument against it. The mere fact that the board had previously provided such records without redactions does not indicate that it was wrong, in this case, to do so. I find that the Applicant was not entitled to an unredacted copy of the October 2025 unaudited monthly financial statement.

ISSUE NO. 3 – Should a penalty be awarded against the Respondent under clause 1.44 (1) 6 of the Act, and if so, in what amount?

[36] Whether to award a penalty under clause 1.44 (1) 6 of the Act is subject to the discretion of the Tribunal. As noted above, although the Respondent has belatedly satisfied its legal duty to provide a copy of the requested record to the Applicant, it originally refused to do so without any reasonable excuse. The fact that it eventually fulfilled its duty does not, in this case, erase that refusal. It is not, therefore, unreasonable to award a penalty against the Respondent.

[37] The Applicant went to some lengths – possibly excessive lengths – to demonstrate that the Respondent has a long-standing pattern of handling unit owners' requests for records improperly. He relied on this alleged pattern for seeking a penalty in the amount of \$5000, the maximum that the Tribunal can award.

[38] He cited several (though not all) of his own prior Tribunal cases against the Respondent as evidence for this, stating they demonstrate that he has been and is "compelled" to use the Tribunal process to secure the Respondent's compliance with its obligations under s. 55 of the Act. I find that the record of cases does not clearly support that conclusion.

[39] It is true that the Respondent has been before this Tribunal several times in relation to records requests – most often but not exclusively involving the Applicant. I note that in each case the results were modest, to say the least. Most were resolved by consent order. Although sometimes sought, a penalty has never been awarded against the Respondent.

[40] Occasionally, some minor amount of money was agreed to be paid as part of a resolution of a case, often appearing to represent just the Tribunal fees of the Applicant. Such payments do not provide evidence of fault. Additionally, the

settlement of a case, by settlement agreement or consent order, generally does not include findings by the Tribunal on the merits of any party's position. Such cases, therefore, cannot be relied on to conclusively demonstrate either the fact or the seriousness of the Respondent's alleged pattern of non-compliance.

- [41] Additionally, even if it is accepted that, on a balance of probabilities, the evidence overall suggests the Respondent has not always been compliant with its obligations under s. 55 of the Act, I cannot conclude that in every case the Applicant was "compelled" to rely on the Tribunal process for resolution. At best, the evidence suggests the Respondent's recurring carelessness regarding its s. 55 duties and a willingness to reach amicable resolutions of related disputes, rather than a pattern of recalcitrant stubbornness or deliberate refusals to comply.
- [42] In prior Tribunal cases, it has been noted that two principal purposes of a penalty under clause 1.44 (1) 6 of the Act are to impress upon the condominium the seriousness of its obligation to provide owners with access to records, and to deter further non-compliance. Although I do not accept the Applicant's submissions regarding the Respondent's alleged pattern of non-compliance, I find that there are sufficient conditions to justify a penalty in this case for the purposes I have just noted.
- [43] The amount of such penalty cannot reasonably be the amount the Applicant has suggested. The maximum penalty has rarely been awarded and is reserved for the most egregious cases of non-compliance, particularly where there has been ongoing, insistent refusal, or where the type and/or number of records involved have been significant.
- [44] This case involves a single, non-core record.
- [45] Though the Respondent's board did not have a reasonable excuse for refusing to provide the record to the Applicant, this does not appear to be the "willful and knowing refusal" that the Applicant suggests in his submissions. In fact, the board appears to have immediately retreated from their position once their error was made clear to them by their legal counsel.
- [46] Lastly, while I do not draw the substantive conclusions suggested by the Applicant based on the record of prior records-related cases involving this Respondent, I cannot, either, entirely ignore that record. Nor can I disregard the fact that not every case has involved this Applicant or failed to require some correction on the part of the Respondent with respect to its handling of a records request.
- [47] In the circumstances, I find that it is justifiable and appropriate to require the

Respondent to pay a penalty under clause 1.44 (1) 6 of the Act in the amount of \$500 for refusing to provide the Applicant a record to which he is entitled without a reasonable excuse.

ISSUE NO. 4 – Should the Tribunal order the Respondent’s board members to bear personal liability for costs and penalties awarded in this case?

- [48] The Applicant requested that any costs and penalties to be awarded in this case against the Respondent, be awarded personally against the Respondent’s board members, named individually in the Applicant’s submissions but not named as parties in this case. The Applicant asserts this is justified due to a “clear pattern of bad faith and unreasonable refusal to fulfill their duties.”
- [49] The jurisdiction of the Tribunal does not extend to the issue of the liability of directors for actions relating to their governance of the condominium. Further, the Tribunal has no authority to issue an order against a person who is not a party to a case. It is therefore not necessary or appropriate for me to consider whether the Applicant’s submissions in this regard have any merit. No order shall be made for personal liability in this case against any of the Respondent’s directors.

ISSUE NO. 5 – Is either party entitled to an award of costs of these proceedings?

- [50] Whether to award costs to a party is within the sole discretion of the Tribunal and is subject to both the Tribunal’s Rules of Practice and its Practice Direction “Approach to Ordering Costs”.
- [51] The Applicant has requested a costs award consisting of his \$200 in Tribunal application fees, and \$2,825 (being \$2,500 plus HST) for legal expenses. The Respondent also requested costs in the amount of \$6,648.92.
- [52] 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 final decision is issued, the unsuccessful party will reimburse the successful party for their Tribunal fees.
- [53] In this case, the Applicant has been only partially successful. He has secured a finding that the Respondent did refuse to provide the October 2025 unaudited monthly financial statement without reasonable excuse, in respect of which a penalty is ordered, though in an amount significantly lower than what the Applicant requested. The Applicant was not successful with respect to his assertion that the Respondent’s directors should bear personal liability. I have also found that the Applicant’s belief that he was entitled to an unredacted copy of the record he sought was incorrect. As a result, both the Applicant and the Respondent have

succeeded to some extent in this case.

- [54] Given the Applicant's partial success, I award him partial costs in the amount of \$75 as reimbursement of the Tribunal fees paid by him to reach Stage 2 – Mediation in the Tribunal process. I find this limited award is justified based on the principles in Rule 48.1, and noting that the evidence demonstrates it was during Stage 2 – Mediation that the Applicant finally obtained the requested record as well as confirmation and acknowledgement of the Respondent's erroneous reason for withholding it.
- [55] With respect to the Applicant's additional request for costs due to alleged legal expenses in the amount of \$2,825, I make no award. Some explanation of this decision is appropriate.
- [56] Rule 48.2 of the Tribunal's Rules of Practice direct that "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." Even if that rule did not apply, it is not clear what legal fees or disbursements the Applicant, who (as noted at the beginning of this decision) is a licensed paralegal and represented himself in these proceedings, actually incurred. The figure requested appears arbitrary, as do the Applicant's increasing demands for costs during Stages 1 and 2 of these proceedings, which he disclosed in his submissions as \$250, \$500, and \$750.
- [57] Even if the amounts sought by him are not strictly arbitrary, I note that Rule 49.1 states that "The CAT generally will not order one Party to pay another Party compensation for time spent related to the CAT proceeding." The Applicant cannot propose to invoice himself for legal fees as if he were his own client, and represent those as costs incurred on account of his participation in these proceedings, which is what he appears to be seeking to do in this case.
- [58] The Applicant also argued that his request for costs was justified by what he called the "disproportionate escalation" of this case by the Respondent, which he states consisted of the Respondent hiring legal counsel. The Applicant alleged this was done "to discourage the Applicant from exercising his lawful right to access records." I do not agree with this analysis or perception for at least the following two reasons:
1. First, a party that has subjected another party to legal proceedings, cannot claim it is inappropriate for that other party to retain legal counsel in relation to those proceedings, nor is that something the Tribunal should penalize in costs; and,

2. second, if either party can be said to have escalated these proceedings disproportionately, it could be said of the Applicant.

[59] Although it is unnecessary to explain the Applicant's escalation of these proceedings in order to justify my decision not to award the costs he requested, the explanation is relevant to my decision to grant the Respondent – also partially successful in this case – a partial award of costs.

[60] To support their request for costs, the Respondent cited some of the factors for awarding costs that are set out in the Tribunal's Practice Direction "Approach to Ordering Costs", including:

1. Whether a party or representative's conduct was unreasonable, for an improper purpose, or caused a delay or expense; and
2. whether the case was filed in bad faith or for an improper purpose.

[61] I do not find that the Applicant's case was filed in bad faith or for an improper purpose. After all, the Respondent's board was clearly in the wrong when it refused to provide the October 2025 unaudited financial statement in response to the Applicant's request, without which this case would not have occurred at all. However, I do find that the Applicant's conduct thereafter was unreasonable, including that he advanced the case and escalated demands unnecessarily.

[62] In addition, based on the various correspondence between the parties included in evidence, I find that the Applicant did not seek in good faith for a resolution of the issues prior to bringing the case to Stage 3 – Tribunal Decision, which the Tribunal's Practice Direction states is another factor that may be considered in a costs analysis.

[63] Regarding this latter point, I note that as early as August 27, 2025, the Applicant stated in an email to the Respondent's condominium manager that, if he was to go to the Tribunal to obtain a copy of the October 2025 unaudited financial statement, he would "not proceed for mediation" but instead "proceed for a hearing." This statement is consistent with the relatively quick progress this case made through the first two stages of the Tribunal process despite the Respondent's several attempts to reach a settlement.

[64] It is also consistent with the Applicant's pattern of making uncompromising and escalating demands prior to and during the first stages of Tribunal proceedings, including:

1. The Applicant's demands for payment of "costs" (despite being a self-

represented party), which were increased regularly by arbitrary seeming amounts with each step in the negotiations, constituting a continually rising hurdle or barrier to settlement; and

2. the Applicant's insistence prior to Stage 3 – Tribunal Decision on obtaining an unredacted version of the record, to which he was not entitled under the law. As already noted in this decision, the parties' evidence indicates that his persistence in making this demand was a principal reason that the case was not settled during Stage 2 – Mediation, even though he appeared to drop this requirement after moving the case to Stage 3.

[65] I am conscious of the fact that a self-represented party may be allowed some leeway with respect to making erroneous claims or demands, based on a presumed lack of formal familiarity with relevant law or experience in Tribunal proceedings. However, the Applicant, although self-represented, has not only been before this Tribunal numerous times with records cases that he has brought against this Respondent, but is also a licensed paralegal who may reasonably be presumed to possess a degree of formal legal knowledge, or the ability to research and obtain accurate knowledge, of such basic issues and entitlements.

[66] As noted above, I also find the Applicant's conduct in regard to Stage 3 – Tribunal Decision problematic. In particular, I find that the Applicant's decision to escalate his demands significantly by seeking the maximum penalty possible under clause 1.44 (1) 6 of the Act (despite the facts not remotely justifying that amount) and seeking an order for personal liability of the Respondent's directors, was clearly not reasonable. Such excessive, unjustified demands appear retributive in character and serve only to exacerbate conflicts and complicate proceedings, putting strain on the process and adding time and costs that otherwise ought not to be incurred.

[67] The retributive character of the Applicant's increased Stage 3 demands – which would constitute an improper purpose for pursuing them – is also suggested by the fact that, based upon the evidence submitted by the parties, neither personal liability of the directors nor a penalty featured as proposed terms of any settlement the Applicant demanded prior to the case being moved to Stage 3 – Tribunal Decision.

[68] Had the Respondent agreed to the Applicant's improper demands during Stage 2 – Mediation or sooner, it is apparent the Applicant would not have pursued them. Instead, they were raised by him as warnings in conjunction with his final threat to advance the case to Stage 3, appearing intended (in the fashion of "hard bargaining") to motivate the Respondent to capitulate to his other demands. That

he followed through on those threats in his Stage 3 submissions does not remove the sense of them being intended essentially for the purpose of reprisal.

- [69] Whether or not that accurately describes the Applicant's intentions, I find that the Applicant's uncompromising approach to settlement negotiations and escalating demands both then and particularly upon advancing the case to Stage 3 – Tribunal Decision were neither necessary nor reasonable and were the cause of increased costs to the Respondent in respect of which a partial costs award is justified.
- [70] The Respondent is not, however, entitled to the same degree of costs to which it might be entitled if it had been entirely successful. Therefore, I grant the Respondent an award in the amount of \$2,327.12, being just 35% of the amount it requested.
- [71] In concluding this section, I note that the Applicant requested an order that "any legal fees and disbursements incurred by the Corporation in relation to this CAT proceeding not be charged, directly or indirectly, to the Applicant's common expenses, and that the Applicant be granted a credit or reimbursement for his proportional share of such legal costs, having regard to the fact that the Applicant owns two units in the condominium, as it would be inequitable for the Applicant to be required to fund, through common expenses, the Corporation's defence of a claim that he was compelled to bring as a result of the Corporation's own unreasonable refusal." While orders of this kind have been granted in some Tribunal cases, I find no justification for it in this case.

D. ORDER

[72] The Tribunal Orders that:

1. The Respondent shall pay the Applicant:
 - a. \$75 as costs under clause 1.44 (1) 4 of the Condominium Act, 1998, in accordance with Rule 48.1 of the Tribunal's Rules of Practice; and
 - b. a penalty in the amount of \$500 under clause 1.44 (1) 6 of the Condominium Act, 1998; and
2. the Applicant shall pay the Respondent \$2,327.12, as costs under clause 1.44 (1) 4 of the Condominium Act, 1998, in accordance with Rule 48.2 of the Tribunal's Rules of Practice and the Tribunal's Practice Direction "Approach to Ordering Costs"; and

3. the Applicant may, in paying costs to the Respondent, set off the amounts payable by the Respondent for costs and penalty, such that if he pays the Respondent the amount of \$1,752.12 within thirty (30) days of the issuance of this decision, the foregoing provisions of this order and the parties' obligations to one another with respect to the costs of these proceedings shall be deemed to be fully satisfied.

Michael Clifton
Vice-Chair, Condominium Authority Tribunal

Released on: April 21, 2026