



the mutual use, provision or maintenance or the cost-sharing of facilities or services of any of the parties to the agreement.

- [3] YRCC 570 is a not-for-profit condominium corporation created under the *Condominium Act*, 1998, S.O. 1998, c. 19 (“the Act”). The condominium has 249 units.
- [4] The Respondent Kathryn Edery is Renee’s mother. She owns and resides in a condominium unit under the control of the Applicant.
- [5] Renee presently resides with Kathryn in the unit. YRCC 570 alleges that Renee is acting dangerously and has not complied with its rules, by-laws and declaration such that this Application is necessary. It states that she harasses staff working in the building and alleges that Kathryn is a victim of elder abuse.
- [6] Kathryn has Alzheimer’s disease. Her physician found that she is incapable of managing her personal care and property and that it is necessary for her affairs to be managed by others. Kathryn’s impairments related to memory and thinking due to the disease. This presents challenges as she has limited insight, her judgment is impaired, and she has been unable to follow through with recommended treatment and medical advice.
- [7] Esther Edery Ohayon (Esther) and Joyce Kadoch (Joyce) are also Kathryn’s daughters and were named as co-attorneys for property and personal care under powers of attorney executed in July 2023. They exercise those powers jointly and severally.
- [8] Kathryn moved into the unit in 2020 and lived alone. At the time, Renee lived in Israel. After the horrific events of October 7, 2023, Renee returned to Canada and moved in with her mother. She works in Canada now from her mother’s unit.
- [9] YRCC 570 had no difficulties with Kathryn as owner prior to Renee’s arrival. YRCC 570 states that it is obliged to bring this Application because of Renee’s harassing, threatening, and intimidating behaviour.
- [10] Esther and Joyce were named as Respondents because they are co-attorneys for property and personal care. YRCC 570 also asserts, correctly, that an attorney for property acting for the owner, has the power to do anything that the owner herself could do if capable, except make a will, including require Ms. Edery to leave the unit. See *Substitute Decisions Act*, 1992, S.O. 1992, c.30, ss. 31, 32 and 59(2).
- [11] YRCC 570 also asserts that it as the occupier of the common elements and an employer of the condominium common elements, it has an obligation to safeguard the workplace and protect its agents and staff from workplace harassment and violence under s. 32 of the *Occupational Health and Safety Act*, R.S.O. 1990, c. O. 1.
- [12] This matter was first scheduled to be heard on December 18, 2024. On that day, Justice McCarthy adjourned it to a long motion to be heard after February 18, 2025. He ordered that any party opposing the relief sought shall file responding materials on or before February 14, 2025.

- [13] On February 26, 2025, I granted Renee’s further adjournment request as I was of the view that the entire process would benefit from Ms. Ederly having counsel, notwithstanding the obvious prejudice to the other parties.
- [14] Ms. Ederly did retain counsel. That counsel notified the Court on March 14, 2025 that Kathryn Ederly had signed new powers of attorney in favour of Renee on February 6, 2025.
- [15] I convened a Case Conference to determine whether I needed to make any procedural orders prior to this Application being heard.
- [16] I ordered that the Application material be served on the Office of the Public Guardian and Trustee (“OPGT”) forthwith as I had concerns about Ms. Ederly’s capacity to grant new powers of attorney.
- [17] Counsel for the OPGT responded by way of letter.

## **II. Issues and the Law**

- [18] The issues on this application:
- a. Can I proceed in the face of competing powers of attorney?
  - b. What authority does this Court have to bar Ms. Ederly from occupying her mother’s unit and attending at the premises?
  - c. Is a compliance order necessary?
  - d. Should the Respondents bear the costs of this proceeding?

## **III. Analysis**

### ***Issue A: Competing Powers of Attorney***

- [19] On March 24, 2025, for reasons given orally, I held that the powers of attorney purportedly executed on February 6, 2025 did not displace Esther and Joyce as litigation guardians in this Application.
- [20] I noted that there was no motion to displace them as litigation guardians and that Renee was adverse in interest, and therefore not suitable to act as a litigation guardian.
- [21] I made no ruling on the validity of the instruments but found that Esther and Joyce were suitable to act as co-attorneys.

### ***Issue B: Authority to Make Orders***

- [22] The Act sets out a legal framework for the management of a condominium and compliance with the Act, by-laws of the condominium and its rules.

[23] Subsection 17(2) of the Act places upon the corporation a duty to control, manage and administer the common elements and the assets of the corporation. Subsection 17(3) provides that:

The corporation has a duty to take all reasonable steps to ensure that the owners, the occupiers of units, the lessees of the common elements and the agents and employees of the corporation comply with this Act, the declaration, the by-laws and the rules.

[24] The Board of Directors is mandated under s. 27 of the Act to manage the affairs of the Corporation.

[25] Section 117 of the Act provides that:

- (1) No person shall, through an act or omission, cause a condition to exist or an activity to take place in a unit, the common elements or the assets, if any, of the corporation if the condition or the activity, as the case may be, is likely to damage the property or the assets or to cause an injury or an illness to an individual.
- (2) No person shall carry on an activity or permit an activity to be carried on in a unit, the common elements or the assets, if any, of the corporation if the activity results in the creation of or continuation of,
  - (a) any unreasonable noise that is a nuisance, annoyance or disruption to an individual in a unit, the common elements or the assets, if any, of the corporation; or
  - (b) any other prescribed nuisance, annoyance or disruption to an individual in a unit, the common elements or the assets, if any, of the corporation,

[26] Section 119(1) of the Act provides that that all owners and occupiers of units must comply with the Act, the condominium corporation's declaration, by-laws. and rules.

[27] Under s. 119(2) of the Act, an owner of a condominium is required to take all reasonable steps that an occupier of a unit complies with the Act, the declaration, the by-laws of the condominium and the rules.

[28] Under s. 119(3) of the Act, the condominium corporation has the right to require compliance with the Act, the by-laws, the declaration and the rules.

[29] Section 134 of the Act provides:

Subject to subsection (2), an owner, an occupier of a proposed unit, a corporation, a declarant, a lessor of a leasehold condominium corporation or a mortgagee of a unit may make an application to the Superior Court of

Justice for an order enforcing compliance with any provision of this Act, the declaration, the by-laws, the rules or an agreement between two or more corporations for the mutual use, provision or maintenance or the cost-sharing of facilities or services of any of the parties to the agreement.

- [30] This framework is such that ownership of a condominium unit is subject to the rules and declarations of the condominium corporation. As Justice Wood put it at para. 8 in *Muskoka Condominium Corporation No. 39 v. Kreuzweiser*, 2010 ONSC 2463, relying on *Re Carleton Condominium Corporation No. 279 v. Rochon et al*, 1987 CanLII 4222 (ON CA), [1987] O.J. No 417 Ont C.A., Finlayson J.A. at para 26:

The nature of a condominium is that in return for the advantages gained through common ownership of certain elements some degree of control over what can be done with those common elements is given up. The details of what is given up are set out in the condominium declaration and its bylaws and rules. It is both the right and obligation of a unit owner or occupier to see that these are obeyed.

- [31] Where there is a breach of s. 117, this Court has ordered the sale of the unit, ordered the termination of a tenancy, and granted other relief. See: *Metropolitan Condominium Corporation No. 747 v. Korolekh*, 2010 ONSC 4448, at para. 65; *York Condominium Corporation No. 82 v. Singh*, 2013 ONSC 2066, at paras. 41-44; *Carleton Condominium Corporation No. 335 v. Lagacé*, [2004] O.J. No. 1480, at paras. 18-20; *York Condominium No. 187 v. Sandhu*, 2019 ONSC 4779, at para. 41; *Doherty v. Doherty*, 2023 ONSC 1536, at para. 68.
- [32] Under s. 32 of the OHSA, YRCC has a duty to protect its agents and staff from workplace harassment and violence.

***Issue C: Is a Compliance Order Necessary?***

- [33] The record amply demonstrates that Renee has engaged in harassing and other behaviour which contravenes the Act and the rules, declaration and by-laws governing YRCC 570.
- [34] I reach this conclusion by accepting allegations made by Karen Rubin. I find them supported in the record by the sworn testimony of others. I note that the problems that the Applicant and its personnel have encountered were not present prior to Renee moving in with her mother.
- [35] The behaviour is a campaign of unsubstantiated allegations made towards Karen Rubin. It is yelling and stalking behaviour in the common elements of the condominium. Renee also appears to be following and photographing Ms. Rubin. She falsely asserted that Ms. Rubin was targeting Kathryn with mistreatment.
- [36] YRCC 570's evidence also contains credible reports of Renee mistreating her mother and impersonating her through correspondence. I am persuaded that Renee has been emailing

persons connected to the YRCC 570 impersonating Kathryn. Kathryn does not use email and has told YRCC 570 personnel that she does not use email.

- [37] Renee has ignored directives to refrain from in-person contact with Ms. Rubin.
- [38] Esther and Joyce held powers of attorney prior to Renee's return to Canada. In her Affidavit filed in support of YRCC 570's Application, Esther sets out how Renee began occupying her mother's unit to her mother's detriment.
- [39] Esther states that Kathryn is no longer in the primary bedroom but has been relegated to the smaller second bedroom and that Renee has restricted access to the rest of the family.
- [40] Prior to the execution of the powers of attorney in February, 2025 in favour of Renee, Kathryn had a cardiac episode and was taken to hospital where Renee changed her mother's contact information.
- [41] Esther also reports that her mother has run to her home and was frightened to return home to her unit because of Renee's behaviour.
- [42] Esther also reports that Renee has put cameras in her mother's unit, including in the bedroom. It is not clear to me how Esther obtained clips from these videos but in the clips a person is heard yelling at Kathryn.
- [43] Renee denies the allegations. She states that her mother wants her in the unit and that she provides care for her mother. She has tendered letters of support in respect of her care for her mother. Some of the authors of those letters have later stated that they did not know the purpose for which the letter was sought.
- [44] Renee's flat-out denials of the issues raised do not overcome the serious concerns that the evidence tendered by the Applicant and the other Respondents have demonstrated to the Court.
- [45] I appreciate that the police have been called to the unit and have not taken any steps but this does not detract from the issues presented to the Court.
- [46] Many people have attempted to resolve this situation without resort to the Court. However, it has been without success. I conclude that YRCC 570 has demonstrated non-compliance and that Kathryn and Renee are in breach of ss. 116, 117 and 119 of the Act and the governing documents of YRCC 570.
- [47] I do not fault Kathryn for the current situation. In my view, she does not have the ability to exert control over Renee. The remedy is for Renee to leave the unit and for her to be prevented from visiting her mother at the condominium, except with the express consent of YRCC 570. As attempts to deal with Renee's behaviour without a Court Order have been unsuccessful, the Court must intervene.

**IV. Disposition**

[48] I hereby order that:

- a. the Respondent, Malka Renee Edery, who is, from time to time, an occupant of Unit 101 (as further defined herein) owned by the Respondent, Kathryn Edery, immediately cease and desist from:
  - i. Engaging in threatening, harassing, intimidating, inappropriate, disturbing, dangerous, and/or illegal conduct against YRCC 570's Property Management, Board of Directors, residents, owners, visitors, employees, contractors, and/or staff on YRCC 570's property, including the common elements and/or within any unit;
  - ii. Interfering and/or tampering with YRCC 570's common element property or otherwise engaging in conduct that occasions a breach of the Ontario Fire Code;
  - iii. Impersonating the Respondent, Kathryn Edery, the owner of the Unit (as further defined herein) by issuing various communications to YRCC 570's Board of Directors and/or Property Management from Kathryn Edery's personal email address containing unsubstantiated allegations regarding the affairs of the Applicant, including inappropriate, harassing, and disturbing statements considered to be defamatory to YRCC 570's Property Manager;
  - iv. Making repeated frivolous and/or vexatious complaints to YRCC 570's Board of Directors, Property Management, and/or other third parties containing false and/or fabricated allegations regarding the affairs of YRCC 570 and its Property Manager; and
  - v. Breaching the Act or the Governing Documents of YRCC 570 by engaging in any further harassing, intimidating, inappropriate, disturbing, and/or illegal conduct on the common elements or within any unit at YRCC 570,
- b. the Respondent, Malka Renee Edery, is permanently prohibited from occupying or visiting the Unit (as further defined herein), attending on YRCC 570's common elements, or visiting any other unit at YRCC 570;
- c. in the event that any of the Respondents named herein breach any term of any Order granted by this Honourable Court, YRCC 570 may apply to this Court on notice in accordance with the Rules and be granted a further Order forcing the sale of the Unit;
- d. An Order that the Sheriff, or any legal enforcement officer of the Province of Ontario, be directed to perform all duties reasonably necessary to ensure that effect is given to any Order granted by this Honourable Court.

- [49] The Applicant has been successful and is presumptively entitled to its costs. I urge the parties to attempt to resolve them. Each party has uploaded their costs outlines.
- [50] If the parties are unable to resolve costs, I will decide the costs by way of written submissions. The Applicant shall provide written costs submissions limited to two double-spaced pages exclusive of any offers by April 21, 2025. The Respondents Esther and Joyce shall provide their written submissions subject to the same limits by May 2, 2025. The Respondent Renee shall provide hers by May 9, 2025. There shall be no reply without leave. They shall be filed through the portal, uploaded to Case Center and a copy sent to my Judicial Assistant Robyn Pope at [Robyn.Pope@ontario.ca](mailto:Robyn.Pope@ontario.ca).
- [51] I thank counsel for their helpful written and oral submissions.

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Justice S.E. Fraser

**Date:** April 7, 2025

**CITATION:** York Region Condominium Corporation No. 570 v. Edery, 2025 ONSC 2166

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

YORK REGION CONDOMINIUM CORPORATION  
NO. 570

Applicant

– and –

MALKA RENEE EDERY, KATHRYN EDERY, and  
ESTHER EDERY OHAYON and JOYCE KADOCH in  
their capacities as co-attorneys for property and personal  
care of KATHRYN EDERY

Respondents

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**REASONS FOR DECISION**

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Justice S.E. Fraser

**Released:** April 7, 2025