CONDOMINIUM AUTORITY TRIBUNAL

DATE: November 6, 2025
CASE: 2025-00377R
Citation: Grant v. Halton Standard Condominium Corporation No. 504, 2025 ONCAT 183

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

Member: Mary Ann Spencer, Member

The Applicant,
Larry Grant
Self-Represented

The Respondent,
Halton Standard Condominium Corporation No. 504
Represented by Aarij Ahmed, Counsel

Hearing: Written Online Hearing – August 19, 2025 to October 31, 2025

REASONS FOR DECISION

A. INTRODUCTION

[1] The Applicant, Larry Grant, is the owner of a unit of Halton Standard Condominium Corporation No. 504 ("HSCC 504" or "the corporation"). On April 10, 2025, he submitted a Request for Records to the corporation in which he requested the most current copy of the "contract of the on-site Security Contractor" (the "iGuard contract"). On May 5, 2025, he submitted a further request for the record of owners and mortgagees (the "record of owners") and the record of notices relating to leases of units (the "notices of leased units") under section 83 of the *Condominium Act,1998* (the "Act"). He acknowledges that he has now received the requested records but alleges that the corporation initially refused to provide them without reasonable excuse and requests that the Tribunal order the corporation to pay a penalty. He further alleges that the record of the notices of leased units which he received is inadequate. He also requests reimbursement of his Tribunal fees.

[2] HSCC 504's position is that it did not refuse to provide records without reasonable excuse and therefore no penalty should be assessed. It has provided the records

which Mr. Grant requested and submits that it is keeping adequate records. Its position is that Mr. Grant's application should be dismissed. It requests its costs in this matter.

[3] For the reasons set out below, I find that HSCC 504's initial refusal to provide an unredacted copy of the iGuard contract and its initial failure to provide a complete version of the record of owners was a refusal to provide records without reasonable excuse and I order it to pay a penalty of $500. I also find that the corporation is keeping adequate records. I order no costs in this matter.

B. BACKGROUND

[4] The corporation produced two Board Response to Request for Records forms in response to Mr. Grant's April 10, 2025, request for the iGuard contract. The first, sent on May 5, 2025, indicated the corporation would provide a paper copy of this non-core record upon receipt of the fee of $51.20. The second, sent on May 9, 2025, indicated it would provide an electronic copy for the fee of $50.00. Both forms noted that the record would be redacted. In subsequent e-mail correspondence with condominium manager Caitlin Crugnale, Mr. Grant challenged that the contract required any redaction. Ms. Crugnale's response was that the corporation would only provide a redacted copy. Mr. Grant then advised that he intended to file an application with the Tribunal to resolve the issue.

[5] The corporation responded to the May 5, 2025, Request for Records on May 12, 2025. The Board Response to Request for Records indicated the corporation would provide an electronic copy of the record of owners but did not address the request for the notices of leased units. On May 16, 2025, Ms. Crugnale e-mailed Mr. Grant a copy of the record of owners which provided information with respect to the corporation's residential units, including whether they were an owner-occupied or a rental unit. The record did not include the corporation's parking or locker units. Mr. Grant responded to Ms. Crugnale stating that the corporation's response was "grossly deficient."

[6] Mr. Grant subsequently filed his application with the Tribunal alleging that the corporation's response that it would only provide a redacted copy of the iGuard contract and its failure to provide the record of owners of parking and locker units and a detailed record of the notices of leased units comprise a failure to provide records without reasonable excuse. He also challenged the reasonableness of the fee the corporation estimated for the provision of the iGuard contract.

[7] On July 31, 2025, the day the Stage 2 mediation in this matter ended, the corporation provided Mr. Grant with an unredacted copy of the iGuard contract, the

record of owners of the parking and locker units, and a more detailed record of the notices of leased units.

C. ISSUES & ANALYSIS

[8] The parties agreed that the issues to be addressed in this matter are:

1. Is the corporation keeping adequate records in accordance with s. 55 (1) of the Act?

2. Did the corporation refuse to provide records without reasonable excuse? If so, should a penalty be assessed?

3. Should costs be awarded in this matter?

I note that while Mr. Grant's application to the Tribunal indicated that he believed the fee the corporation estimated for the provision of the iGuard contract was unreasonable, the corporation provided the contract at no cost and the reasonableness of the fee was not raised as an issue to be addressed in this matter.

Issue 1: Is the corporation keeping adequate records in accordance with s 55 (1) of the Act?

[9] Mr. Grant questions the accuracy and completeness of the record of the notices of leased units which he received on July 31, 2025. He submits that it failed to "adequately include all units for which one or more notices (i.e. lease, renewal, and termination) have ever been received and the date on which each notice was received."

[10] Section 55 (1) of the Act requires a corporation to keep adequate records and sets out a list of the records it must keep. That includes the records required under section 83 (3) of the Act. Section 83 (1) (a) of the Act states the "owner of a unit who leases the unit or renews a lease of the unit shall, within 10 days of entering into the lease or the renewal, as the case may be, notify the corporation that the unit is leased." Section 83 (3) requires the corporation to maintain a record of the notices it receives.

[11] The Act does not define the word "adequate." In *McKay v. Waterloo North Condominium Corp. No. 23,* 1992 CanLII 7501 (ON SC), a case which addressed the entitlement of owners to access corporation records, Cavarzan J. provides some guidance:

> 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 adequacy of records is determined by whether the records a corporation keeps allow it to fulfill its statutory obligations, not by whether they provide an owner with all of the information they may be seeking.

[12] Mr. Grant submits that the record he received should be "a historical record containing a list of all notices of lease, renewal, and termination that the corporation has received since its creation." In this regard, he referred me to the Tribunal's decision in *Chai v. Toronto Standard Condominium Corporation No. 2431, 2022 ONCAT 142*. At paragraph 51, the Tribunal found that an adequate record 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.

[13] The record which Mr. Grant received on July 31, 2025, includes the unit number, the owner's name, the lease date, whether the notice was a notice of lease, renewal or termination, and, under the column headed "Previous Lease Name and Date", dates on which previous notices were received. Mr. Grant cited specific examples of what he considers to be inadequacies in this record. These include examples of dates not being provided for lease termination and one instance where he alleges that a unit was leased before the date set out in the record. He requests the Tribunal order the corporation to provide a revised list setting out the type and dates of all notices it has received. He also requests that I order the corporation to provide a written explanation of what he indicates are missing dates.

[14] I am not issuing these orders. The Tribunal is not bound by the decision in *Chai.* Further, referring to *Chai* in its decision in *Akella v. Durham Condominium Corporation No. 27, 2024 ONCAT 40*, the Tribunal found that the record of notices of leased units was only required to be a list of those units from which the corporation received notices. The Tribunal wrote at paragraph 18:

> I will order that a list of the units from which DCC 27 received notices be provided. I will not order that the date and type of notice of any unit from which such notice has ever been received be provided, which the Applicant submits is required based on a previous Tribunal case. Not only is the relevance of the historical record of every notice received difficult to discern, a plain reading of s. 83 (3) of the Act leads me to conclude that to require the corporation to provide more than the list of the units from which it received notices under s. 83 (1) of the Act is too expansive an interpretation.

[15] Mr. Grant has received the list of units from which the corporation has received notices; in fact, he has received significantly more information than the Tribunal's decision in *Akella* indicates the corporation was required to provide. He indicated that he requires historical information in order to audit the "financial and legal risk profile" of the corporation. While he may not find the record he received adequate for this stated purpose, that does not mean that the corporation is failing to keep adequate records; adequacy is not determined by whether a requester is satisfied with the information a record contains. Further, I note that a corporation can only keep records of the notices it receives; section 83 (1) (a) of the Act places the onus on owners to provide the information to the corporation. The record Mr. Grant received on July 31, 2025, includes information dating back to 2006, the year the corporation was registered. The level of detail set out on that record is evidence that the corporation is keeping adequate records of the notices of leases it received.

Issue 2: Did the corporation refuse to provide records without reasonable excuse? If so, should a penalty be assessed?

[16] Mr. Grant's position is that the corporation should be penalized for failing to provide records without reasonable excuse because it initially refused to provide an unredacted copy of the iGuard contract requested in his April 10, 2025, request and because it did not initially provide a complete response to his May 5, 2025 request for the record of owners and the record of notices of leased units.

<u>The April 10, 2025, Request for the iGuard Contract</u>

[17] Ms. Crugnale testified that she discussed Mr. Grant's April 10, 2025, Request for Records with the corporation's board of directors on April 23, 2025. Because the

iGuard contract contains a confidentiality clause, the board of directors instructed her to contact iGuard 360, the security services provider, to advise them of the request and to inquire whether they had any issues with releasing the document.

[18] Ms. Crugnale testified that iGuard 360 advised that they had no issues with disclosure of the document subject to its redaction and, on May 1, 2025, they e-mailed her a version of the contract in which pricing information and the contract amount had been blacked out. On May 5, 2025, Ms. Crugnale sent the first Board Response to Request for Records to Mr. Grant, indicating that he could pick up a paper copy of the record on receipt of the estimated fee of $51.20. On the bottom of that form, she wrote “due to confidentiality clause in the iGuard contract, their legal department has agreed for us to provide the contract with redactions.”

[19] Between May 5 and May 9, 2025, there was back and forth e-mail correspondence between Mr. Grant and Ms. Crugnale. While Mr. Grant had requested an electronic copy of the record, Ms. Crugnale apparently misunderstood the Request for Records form on which he had indicated that he would pick up a paper copy if the corporation did not keep the record in electronic form. She apparently believed he had requested the records in two formats and asked him to clarify which one he was requesting. Mr. Grant explained the form and clarified he was seeking an electronic copy. He also advised her that a reason must be provided for any redactions and that the corporation would be required to cite the relevant section of the Act on which it was relying. In an e-mail dated May 8, 2025, Ms. Crugnale wrote that the choice to redact the contract came from iGuard360.

[20] On May 9, 2025, Ms. Crugnale prepared the second Board Response to Request for Records form indicating that the record would be provided electronically upon payment of the revised fee of $50.00. She again handwrote on the form that the record would be redacted due to the confidentiality clause it contained. Mr. Grant did not pay the fee and brought this matter to the Tribunal.

[21] Section 55 (3) of the Act states that a corporation shall permit an owner to examine or obtain copies of the records of a corporation with the exception of those records described in section 55 (4) of the Act. There is no provision which allows the corporation to remove contract pricing. Section 55 (4) states:

> The right to examine or obtain copies of records under subsection (3) does not apply to,
>
> (a) records relating to employees of the corporation, except for contracts of employment between any of the employees and the corporation;

(b) records relating to actual or contemplated litigation, as determined by the regulations, or insurance investigations involving the corporation;

(c) subject to subsection (5), records relating to specific units or owners; or

(d) any prescribed records.

[22] Counsel for the Respondent argues that the corporation believed the redactions were "legally necessary to ensure compliance with the Corporation's obligations" under the iGuard contract and that these outweighed its obligations under the Act. However, there is no evidence that the corporation made any attempt to determine this. Rather, the evidence is that it relied on iGuard360 to make the determination of what, if any, redactions were required. And, notwithstanding Mr. Grant's e-mail correspondence referring Ms. Crugnale to the Act, there is no evidence that the corporation made any attempt to clarify its requirements. On May 9, 2025, Ms. Crugnale wrote the following in an e-mail to Mr. Grant:

> As stated in a few of my previous emails on this matter, the choice to redact portions of the iGuard contract came from iGuard360, **not the Board**. The Board or Management cannot provide any reasoning beyond a confidentiality clause in the contract and that this is iGuard's proprietary information.

[23] The corporation provided an unredacted version of the iGuard contract at no cost on July 31, 2025. However, inadvertently, the addendum to the contract sent to Mr. Grant was one which had not been executed. During this proceeding, the corporation realized its mistake, and it provided the correct addendum on October 3, 2025.

[24] Reliance on an outside supplier to determine whether a corporation's records can be released to an owner is an inappropriate delegation of its responsibility by HSCC 504's board of directors. While the unredacted contract was eventually provided on July 31, 2025, almost four months after it was requested, I find that the corporation's initial response that only a redacted copy would be provided to be an effective refusal to provide records without reasonable excuse.

<u>The May 5, 2025, Request for the record of owners and the record of leased units</u>

[25] As with the iGuard contract, there was some apparent confusion about Mr. Grant's second Request for Records. Upon its receipt on May 5, 2025, Ms. Crugnale e-mailed Mr. Grant and, with reference to the request for the record of owners, asked him to specify what information he was requesting. His response was that she should be aware of what was required.

[26] Ms. Crugnale testified that she contacted the Condominium Authority of Ontario (the "CAO") to clarify what was required in the record of owners. Transcripts of her telephone calls with CAO staff were submitted as evidence in this matter. In her initial call on May 7, 2025, she was referred to section 46 of the Act which defines the record of owners and mortgagees. When she asked if information could be withheld for security reasons, she was advised that this would require legal advice.

[27] The corporation sent its Board Response to Request for Records to Mr. Grant on May 12, 2025. The Response indicates that the corporation would provide the record of owners but makes no mention of the request for the record of notices of leased units.

[28] In a second call to CAO staff on May 13, 2025, after Mr. Grant had clarified that he required information with respect to owners of the corporation's parking and locker units, Ms. Crugnale asked whether the corporation was required to provide that information. She was advised to refer to the definition of a unit in the legislation.

[29] The record which was provided to Mr. Grant on May 16, 2025, is a list of the corporation's residential units. It includes the unit number, the owner's name and their address and indicates whether the unit is owner occupied or rented. On receipt of this record, Mr. Grant wrote Ms. Crugnale to advise her that it was incomplete. He noted that the parking and locker units were missing and advised her that she must also send him what he described as the prescribed information for notices of leases. He advised her that the records he expected to see would include the owner's (or tenant's) name, their address, and their parking or locker number.

[30] Ms. Crugnale testified that before she compiled the record, she reviewed s. 12.3 (1) of Ontario Regulation 48/01 and found that locker and parking units are not explicitly mentioned. Therefore, for privacy reasons, the corporation decided not to include these in the record initially sent to Mr. Grant. With respect to the identification of units as owner-occupied or rental, she testified that the inclusion of information with respect to whether the unit was a rental was based on the corporation's understanding that this would satisfy the request for the notices of leased units.

[31] Section 46.1 (3) of the Act sets out the information that must be set out in the record of owners. This includes the identification of the unit, the owner's (or mortgagee's) name, and their address for service if it is in Ontario. "Unit" is defined in section 1(1) of the Act as "a part of the property designated as a unit by the description and includes the space enclosed by its boundaries and all of the land, structures and fixtures within this space in accordance with the declaration and

description."

[32] The exceptions to an owner's right to examine or obtain copies of records set out in s. 55 (4) of the Act include records relating to specific units or owners. However, s. 55 (5) (c) states that this exception does not apply to the record of owners. Ms. Crugnale confirmed that the locker and parking units are defined as such in the corporation's declaration. Therefore, HSCC 504's parking and locker units should have been included in the record of owners initially sent to Mr. Grant. While the corporation included these in the record it provided on July 31, 2025, I find that their initial exclusion for privacy reasons was a refusal, albeit temporary, to provide records without reasonable excuse.

[33] With respect to the notices of leased units, as noted above in paragraph 29, the record of owners sent on May 16, 2025, did identify which units were rented. I note that it would have been clearer had the corporation included a response to the request for the notices of leased units in the Board Response to Request for Records and had it provided a separate list of the units for which it had received notices under s. 83 of the Act. However, consistent with the Tribunal's decision in *Akella,* I find that the information provided on the initial record of owners satisfied the requirement to provide a list of the units from which notices had been received. Therefore, I find that there was no refusal to provide records with respect to the notices of leased units.

[34] The Board Responses to both of Mr. Grant's Requests for Records indicate that there was no outright refusal to provide records in this case. Counsel for the Respondent argued that Ms. Crugnale's decisions were made in good faith and with guidance from the CAO. However, as noted, the CAO simply referred Ms. Crugnale to the legislation. The evidence is that an apparent lack of understanding of their obligations by both HSCC 504's board of directors and its condominium manager led to a series of missteps in dealing with the two Requests which resulted in a delay in providing the records which Mr. Grant was entitled to receive.

[35] Section 1.44 (1) 6 of the Act states that the Tribunal may award a penalty if it considers that a corporation has refused to provide records without reasonable excuse. In this case, I have found the corporation's reliance on its security services provider for its initial refusal to provide an unredacted copy of the iGuard contract to be an unreasonable excuse. I have also found that the initial omission of the parking and locker units in the record of owners to be a refusal to provide records without reasonable excuse.

[36] Mr. Grant requested that the Tribunal order the maximum penalty of $5,000. In this regard, he referred me to seven previous decisions of the Tribunal although I note

he did not explain their relevance to this matter. While I have reviewed those cases, I note that the maximum penalty was awarded only in *Surinder Mehta v. Peel Condominium Corporation 389, 2020 ONCAT 9,* which was a case where the Tribunal found that a large number of 'foundational' records had not been provided in spite of the owner's clear entitlement. Mr. Grant received the records he requested on July 31, 2025. In the circumstances of this case, where I have found that the refusal to provide records was only temporary, I find a penalty of $500 to be appropriate.

Issue 3: Should costs be awarded in this matter?

[37] Mr. Grant requested reimbursement of the $200 he paid in Tribunal fees. The Respondent requests costs of $22,769.51, representing the legal fees it incurred during the Stage 3 – Tribunal Decision proceeding.

[38] The award of costs is discretionary. Section 1.44 (2) of the Act states that an order for costs shall be made in accordance with the rules of the Tribunal. The cost related rules of the Tribunal's Rules of Practice applicable 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 in the course of 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.

[39] I am exercising my discretion and am not awarding the Applicant his Tribunal fees. While Mr. Grant had the right to bring this matter forward to Stage 3 – Tribunal Decision, he made lengthy, repetitive, and sometimes confusing submissions in this matter and he did not follow my instructions for submission of his cross-examination answers or his closing submission, the latter of which significantly exceeded its length restriction. For these reasons, I am not ordering reimbursement of his Tribunal fees.

[40] With respect to the Respondent's request for reimbursement of its legal fees, the Respondent submits that it would be unfair for all owners of the corporation to pay legal fees. It argues that it incurred fees in excess of what was reasonable in order to respond to the lengthy and repetitive submissions made by the Applicant.

[41] The corporation's legal costs represent 72 hours of time. I find this to be excessive and disproportionate for a Stage 3 – Tribunal Decision proceeding in which the issues to be decided were straightforward. I acknowledge that the Applicant posted a number of sometimes confusing submissions in message topics, that his cross-examination questions required some time to review for relevancy, and that his case submission was somewhat challenging to review because he chose to submit one for each of his Requests for Records, requiring some clarification about duplication from the Tribunal. However, the Applicant's messages were addressed to the Tribunal and the lengthiest and most repetitive of his submissions was his closing, which, like the majority of his messages, required no response from the corporation.

[42] The corporation was not successful in this matter. The Tribunal's rules are clear that it will generally not award legal fees. I find no reason to award them in this case.

D. ORDER

[43] The Tribunal Orders that:

1. Within 30 days of the date of this decision, Halton Condominium Corporation No. 504 shall pay $500 to Larry Grant as penalty for refusing to provide records without reasonable excuse.

Mary Ann Spencer
Member, Condominium Authority Tribunal

Released on: November 6, 2025