CONDOMINUM AUTHORITY TRIBUNAL

DATE: November 21, 2025
CASE: 2025-00256N
Citation: Middlesex Condominium Corporation No. 79 v. Wuest, 2025 ONCAT 194

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

Member: Keegan Ferreira, Vice-Chair

The Applicant,
Middlesex Condominium Corporation No. 79
Represented by Megan Alexander, Counsel

The Respondent,
Richard Michael Joseph Wuest
Did not participate

Hearing: Written Online Hearing – June 19, 2025, to October 22, 2025

REASONS FOR DECISION

A. INTRODUCTION

[1] Middlesex Condominium Corporation No. 79 (the "Applicant") alleges that Richard Michael Joseph Wuest (the "Respondent"), a unit owner, has caused noise nuisances contrary to s. 117 (2) of the *Condominium Act, 1998* (the "Act") and its rules, and that that he has also harassed other unit owners contrary to its rules. It seeks an order requiring the Respondent to comply with the Act and with its rules and an order for its costs.

[2] The Respondent did not participate in this hearing. I am satisfied that the Applicant sent the required notices to the Respondent and that they were properly notified in accordance with the Tribunal's Rules. Furthermore, Tribunal staff reached out to the Respondent to prompt them to participate at the outset of the hearing, with no result. Accordingly, this decision is based solely on the evidence provided by the Applicant.

[3] For the reasons below, I find that the Respondent has violated the Act and the

Applicant's rules and order that he comply. I also order the Respondent to reimburse the Applicant $1,636.24 for compensation for damages under s.1.44 (1) 3 of the Act $14,208.90 for costs under s. 1.44 (1) 4 of the Act.

B. ISSUES & ANALYSIS

[4] The issues to be decided in this hearing are:

1. Has the Respondent breached s. 117 (2) of the Act by carrying on activities that cause unreasonable noise?
2. Has the Respondent breached the condominium corporation's governing documents, specifically Rules 14, 48 and 49?
3. What remedy is appropriate in the circumstances?
4. Is the Applicant entitled to damages and costs?

Issue #1: Has the Respondent breached the prohibition against nuisances set out under s. 117(2) of the Act?

[5] The behaviour at issue began in December 2024 and continued through the hearing. Over this period, the Applicant's evidence indicates that over that period, the Respondent was creating unreasonable noise, including yelling and screaming, often using inappropriate language, both inside his unit and in the common elements

[6] I received evidence of more than a dozen incidents between December 2024 and September 2025, including incidents on December 9, 2024; January 2, 12, 20, 28, and 29, 2025; February 2 and 25; March 12; April 3; May 4 and 19; June 10; July 13; August 5 and 26; September 4, 6, 10; and September 13. The London Police were also called on several occasions, including on February 2 and 25, April 3, and May 4 and 19.

[7] The Applicant provided nearly two dozen videos of these incidents taken by residents that record the Respondent walking in the common elements hallways, yelling and shouting angrily. The statements the Respondent can be heard making in these videos are outrageous, unacceptable, and alarming. They include profanity laced monologues as well as threats to the corporation and other residents.

[8] Much of the Respondent's behavior was directed towards Jordan and Evany Spooner, who own and reside in a unit on the same floor as the Respondent and

against whom the Respondent appears to have particular animus. Jordan and Evany Spooner provided statements about the Respondent's conduct and its impact. They report being routinely subjected to unreasonable noise and yelling from the shared hallway between their units. They have been regularly and repeatedly subjected to lengthy periods of unreasonable noise and have had to spend considerable time documenting this behavior. They testified that the Respondent's conduct has a substantially interfered with their reasonable enjoyment of their unit.

[9] Based on the evidence before me, I find that the Respondent is carrying on activity that results in the creation of unreasonable and persistent noise, which is a nuisance, contrary to s. 117(2) of the Act.

Issue #2: Has the Respondent breached Rules 14, 48 and 49 in condominium corporation's governing documents?

[10] The Applicant submits that the Respondent has also breached Rules 14, 48 and 49 in its governing documents:

> Rule 14. Occupants shall not create or permit the creation or continuation of any noise, vibration or nuisance to include any type of running, impact, thumping, or other resonating sounds which, in the opinion of the board or manager, may or does disturb the comfort or quiet enjoyment of the property by other occupants.
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> Rule 48. No Owner, Occupant or guest of an Owner or Occupant shall engage in conduct or behaviour that is violent. Violence of any kind will not be tolerated by the Corporation.
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> Rule 49. No Owner, Occupant or guest of an Owner or Occupant shall engage in conduct or behaviour that is known or ought to be reasonably known to be unwelcome such that it would constitute harassment. Harassment of any kind will not be tolerated by the Corporation.

[11] With respect to Rule 14, I find that the Respondent has breached this rule for the reasons already described above and order him to comply with the rule going forward.

[12] With respect to Rule 49, subsection 1 (1) (d) (iii.2) of Ontario Regulation 179/17 specifies that Tribunal has jurisdiction to deal with disputes about provisions in a condominium corporation's governing documents that prohibit, restrict or otherwise govern any other nuisances, annoyances or disruptions. As noted in several

previous decisions[1] of this Tribunal, this may include disputes about conduct that is harassing where that conduct constitutes a nuisance, annoyance or disruption in law.

[13] As previously noted, much of the Respondent's conduct was directed towards the Spooners. The Respondent's conduct includes shouting and yelling, and the making of insults, accusations and threats directed against them. Based on the evidence before me, I find that the Respondent has breached Rule 49 by engaging in conduct that constitutes harassment under the rule, and which is a nuisance, and I order him to comply with the rule going forward.

[14] With respect to Rule 48, the Applicant submits that the provision prohibiting "violent" conduct also falls within the Tribunal's jurisdiction under subsection 1 (1) (d) (iii.2) of Ontario Regulation 179/17. On this point, I invited submissions from the Applicant regarding the Tribunal's jurisdiction because pursuant to Ontario Regulation 179/17, the Tribunal does not have jurisdiction over a dispute that is also with respect to s. 117 (1) of the *Condominium Act, 1998*, which states:

> 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.

[15] Irrespective of whether his conduct is "violent" under this definition or not, the Applicant is ultimately seeking an order requiring the Respondent to comply with s. 117 (2) of the Act and to stop harassing the Spooners. Having already found that the Respondent has breached s. 117 (2) and Rule 49 (and with which I am ordering him to comply), I find that it is unnecessary for consider Rule 48.

Issue #3: What remedy is appropriate in the circumstances?

[16] The Applicant seeks an order requiring the Respondent to comply with s. 117 (2) of the Act and with Rules 14, 48 and 49. For the reasons already described above, I am ordering compliance with the Act and with Rules 14 and 49.

Issue #4: Is the Applicant entitled to damages and costs?

[17] The Applicant also seeks an order for damages totalling $1,636.24, for legal costs

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[1] See: *York Condominium Corporation No. 444 v. Ryan,* 2023 ONCAT 81 and *Halton Condominium Corporation No. 115 v. Holloway*, 2025 ONCAT 149

totalling $14,058.90, and for reimbursement of its CAT fees totalling $150. With respect to the issue of costs, the Applicant submits that it is seeking full recovery of its legal costs on the basis that:

- The Respondent's behavior has been unreasonable.
- The Applicant's approach to obtaining compliance has been reasonable, that it made several attempts to obtain voluntary compliance before pursuing this application, and that it warned the Respondent that it would be seeking costs.
- There are clear provisions in the condominium corporation's governing documents that specify that owners may be held responsible for costs incurred resulting from non-compliance.
- The Applicant's costs are reasonable and were reasonably incurred.

[18] As noted above, there have been more than a dozen separate incidents involving the Respondent over more than nine months. Of particular note, on March 28, the Respondent agreed to and signed a recognizance to keep the peace (referred to during the hearing as a peace bond). That recognizance required the Respondent to keep the peace and maintain good behavior, to not contact or attempt to contact Jordan and Evany Spooner, to keep 5 metres away from their residence, and to keep more than 25 metres away from them except while in his unit.

[19] Nevertheless, on April 3, less than one week after signing this recognizance, the Respondent was again yelling and harassing Jordan and Evany Spooner while standing in the shared hallway. The London Police were again called, and two constables advised Jordan and Evany Spooner that the Respondent was to be criminally charged for breaching the recognizance. Unfortunately, this was not an isolated incident and the Respondent's behavior continued for months thereafter, even throughout the hearing.

[20] I find that the Applicant made significant efforts to address the Respondent's conduct and to get him to comply voluntarily before commencing this application. The evidence demonstrates that the Applicant sent notices on December 10, 2024, and January 14, 2025, notifying him of the rules and seeking his compliance. On February 21, the corporation sent him a further notice referring him to the rules, enjoining him to comply, and warning him that the corporation would seek legal intervention at his expense if the conduct continued. The conduct did continue, and the Applicant had its counsel send a letter to the Respondent on March 8 with further warnings about the potential for legal escalation and costs. Again, the conduct continued, and the Applicant commenced this application on

March 25, 2025.

[21] The Applicant compared the circumstances in this case to those *in Peel Condominium Corporation No. 96 v. Psofimis*, 2021 ONCAT 48 (Psofimis). In that decision, the Tribunal found that there was an exceptional basis for an award for full costs on the basis that:

- The Applicant was compelled to file this application to address persistent non-compliance by the Respondent.
- The Respondent deliberately and repeatedly ignored the corporation's efforts to obtain compliance voluntarily.
- The Respondent had agreed that he would not replace his dog with another dog that violated the rule – and then disregarded that agreement and obtained another dog that violated the rule.
- There were clear provisions in the corporation's governing documents that would make him personally responsible for the costs resulting from his non-compliance.

[22] I find that the comparison to Psofimis is apt. As in Psofimis, the Applicant in this case made several efforts to obtain voluntary compliance and warned the Respondent of the potential consequences if their behavior continued. There were many opportunities for the Respondent to correct their behavior. Indeed, the Respondent himself promised to comply and signed a recognizance to that effect, and then almost immediately broke that promise. There are clear provisions in the corporation's governing documents (i.e., Rules 52, 53 and 54) that provide that owners will reimburse the corporation for costs incurred in seeking their compliance.

[23] The Applicant submits that an order for full indemnification of its damages and costs would ensure that the consequences of the Respondent's unreasonable behavior is not imposed on the other innocent unit owners. I agree and would be inclined to order full indemnification of the Applicants' costs in this case on that basis. However, I must also consider the reasonableness and proportionality of the Applicants' costs.

[24] In making my determination about the amount of costs, I am guided by the reasoning of the Superior Court, which wrote in *Waterloo Standard Condominium*

Corp. No. 399 v. Lee et. al., 2023 ONSC 4223[2] that the "fixing of costs should reflect what the court views as a fair and reasonable amount to be paid, rather than any exact measure of the actual costs to the successful litigant." I am also guided by the Tribunal's Practice Direction regarding its approach to ordering costs. This was a relatively straightforward default proceeding. Accordingly, I conclude that costs in the amount of $10,000 would be appropriate and would fairly compensate the Applicant for the work they were required to perform on this case. I also award $150 in reimbursement for the Applicants' Tribunal fees, for a total of $10,150.

C. ORDER

[25] The Tribunal Orders that:

1. Richard Michael Joseph Wuest immediately bring himself into compliance with s. 117 (2) of the Act, and with Rules 18 and 49 of the Applicant's Rules.

2. Richard Michael Joseph Wuest shall pay the following amounts to the Applicant within 30 days of this order:

    a. $1,636.24 for compensation for damages under s.1.44 (1) 3 of the Act; and,

    b. $10,150 for costs under s. 1.44 (1) 4 of the Act.

Keegan Ferreira
Vice-Chair, Condominium Authority Tribunal

Released on: November 21, 2025

[2] https://canlii.ca/t/jz813