

## CONDOMINIUM AUTHORITY TRIBUNAL

**DATE:** January 13, 2026

**CASE:** 2025-00414N & 2025-00455N

**Citation:** Goldman, Goldman, Ruch v. Metropolitan Toronto Condominium Corporation No. 1316, 2026 ONCAT 4

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

**Member:** Brian Cook, Member

**The Applicants,**

Noah Goldman

Represented by Barry Goldman, Agent

Deborah Goldman

Represented by Barry Goldman, Agent

Jesse Ruch

Represented by Barry Goldman, Agent

**The Respondent,**

Metropolitan Toronto Condominium Corporation No. 1316

Represented by Shawn Pulver, Counsel

**Hearing:** Written Online Hearing – September 17, 2025 to January 5, 2026

### **REASONS FOR DECISION**

**A. INTRODUCTION**

- [1] These applications concern the interpretation of a parking rule.
- [2] Noah Goldman and Deborah Goldman are co-owners of a unit in Metropolitan Toronto Condominium Corporation No. 1316 (“MTCC 1316”). Noah Goldman resides in the unit. He owns a car and a motorcycle which he parks in the parking spot assigned to his unit. Jesse Ruch also owns a unit in MTCC 1316 and also parks a motorcycle and car in the parking spot assigned to his unit.
- [3] MTCC 1316 maintains that the condominium’s rules do not allow a resident to park a car and a motorcycle in one parking spot.

- [4] Noah Goldman and Deborah Goldman filed an application (“Goldman application”) challenging MTCC 1316’s interpretation of the rules and Jesse Ruch filed a separate application raising the same issues. With the agreement of the parties, the Goldman application proceeded as the lead case. Mr. Ruch provided his own witness statement and joined the Goldman application. The Applicants were represented by Barry Goldman.
- [5] David Perry, a past board president, provided a witness statement and testimony on behalf of MTCC 1316.
- [6] The hearing was held online and by way of video conference call. During the hearing, I suggested that the parties might wish to participate in a mediation/adjudication process but there was not joint agreement to do so.
- [7] The parking rule in question reads as follows:
88. All residents must park their motor vehicle(s) in the indoor parking units set aside for their use in the P-1, P-2, and P-3 garage levels. All parking is limited to one vehicle per parking unit, with the exception of tandem parking units where two vehicles are permitted and with the exception of parking of motorcycles, for which the limit is up to three (3) vehicles per parking unit. Residents who have registered a motorcycle may park said vehicle in a parking unit provided that a protective platform is maintained under the kickstand to protect the garage surface.
- [8] For the reasons that follow, I find that the parking rule includes confusing language and is ambiguous. As currently drafted, it cannot be used to prohibit the Applicants’ parking arrangements.

## **B. INTERPRETATION OF THE PARKING RULES**

### **Submissions**

- [9] The parties agree that a motorcycle is a “motor vehicle” for the purpose of the rule.
- [10] The rule provides that, with two exceptions, only one vehicle is allowed to park in a parking spot. The first exception is tandem parking.
- [11] MTCC 1316 asserts that the reference to tandem parking is an error because there are no tandem parking spots. MTCC 1316 notes that the Declaration does not mention tandem parking and provides that all of the units are allocated the exact same percentage of common expenses, which, MTCC 1316 asserts, indicates that none of the parking units at the corporation are intended to be tandem parking units.

- [12] The second exemption concerns parking motorcycles, “for which the limit is up to three (3) vehicles per parking unit.” MTCC 1316 submits that this means that three motorcycles can be parked in a parking unit but does not permit a car and a motorcycle to be parked in a unit.
- [13] The Applicants say that they are not relying on the tandem parking exemption. They submit that since the reference to “three vehicles” does not specify that the vehicles must be motorcycles, the rule does not prohibit parking a car and a motorcycle in one spot.
- [14] The Applicants submit that if there is ambiguity about the interpretation of the rule, it should be resolved in favour of the Applicants. On behalf of the Applicants, Barry Goldman refers to the “contra proferentem” rule which holds that ambiguity in a contract may be interpreted against the party who drafted the contract, especially when the drafter has relatively significantly more bargaining power.

## **Analysis**

- [15] Section 58 of the *Condominium Act, 1998* (the “Act”) provides in part as follows:

58 (1) The board may make, amend or repeal rules under this section respecting the use of the units, the common elements or the assets, if any, of the corporation to,

(a) promote the safety, security or welfare of the owners and of the property and the assets, if any, of the corporation; or

(b) prevent unreasonable interference with the use and enjoyment of the units, the common elements or the assets, if any, of the corporation.

(2) The rules shall be reasonable and consistent with this Act, the declaration and the by-laws.

- [16] The Act does not have any provision specific to the issue of motorcycle parking

- [17] MTCC 1316’s Declaration has one relevant provision about parking, which reads as follows:

Each of the parking units, shall be used only for parking of private motor vehicles in accordance with the terms of the Declaration and By-Laws of the Condominium Corporation. .

- [18] This provision is not particularly helpful for the interpretation of the parking rules, but it does refer to vehicles in the plural for each of the parking units.

[19] There are no relevant parking provisions in the By-Laws.

[20] Turning to the Rules, the preamble to MTCC 1316's Rules provide guidance about the purpose of the rules and how they should be interpreted:

The Board of Directors recognizes the pride of ownership and value of each owners investment in the building and appurtenant common areas and how the conduct of the unit owners, their guests, their tenants, employees, and other occupants of units can seriously affect the appearance of the building and grounds.

The Board of Directors also recognizes that the quality of the lifestyle enjoyed by the owners and residents of Metropolitan Toronto Condominium Corporation No. 1316 will be enhanced by a spirit of mutual co-operation and consideration among the owners and residents.

Accordingly, the following Rules are in effect:

(i) To promote the safety, security and welfare of the owners and residents and of the property and assets of the Corporation; and/or

(ii) To prevent the unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the Corporation.

It is the intention of The Board of Directors that these Rules be carried out, enforced and interpreted in light of the spirit set out above in which they were passed.

[21] On the evidence before me, it does not appear that the Applicants' parking arrangements create any concerns related to the safety, security and welfare of the owners and residents or the property and assets of the corporation.

[22] There was initially an indication that the motorcycle parking infringed fire regulations. Communications from the board and management in 2025 mentioned concerns about storage of items in parking spots along with directives that only one vehicle could be parked in a parking spot. An inspection by Toronto Fire Services in June 2025 resulted in a fine because of items stored in parking spots. However, Dr. Perry testified that Toronto Fire Services had no concerns about the parked motorcycles.

[23] There is also no evidence that the Applicants' parking arrangement interferes with anyone's enjoyment of the common elements, the units, or the assets of the Corporation.

[24] There is no evidence before me that any owner or resident complained about the

Applicants' parking arrangements. Instead, it appears that the issue was driven entirely by a concern on the part of the board that the parking rules, as interpreted by the board, were not being followed.

[25] In this regard, MTCC 1316 refers to s. 17 (3) of the Act:

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.

[26] While it is true that a corporation has a positive obligation to ensure that its rules are complied with, it also has a positive obligation to ensure that its rules comply with s. 58 of the Act, including the requirement in s. 58 (2) that the rules be reasonable.

## **Findings**

[27] I find that the parking rules are ambiguous for several reasons.

[28] First, the reference to tandem parking is confusing. MTCC 1316 maintains that there are no tandem parking spots because none are identified in the Declaration. However, the fact that the Declaration does not mention tandem parking is not a clear indication that tandem parking is prohibited, given that the rules do refer to tandem parking.

[29] Mr. Goldman filed an excerpt from the City of Toronto By-law 569-2013, which provides that the minimum dimensions of a tandem parking space are 5.6 metres by 2.6 metres. The uncontested evidence of the Applicants is that both parking spots are larger than these minimum dimensions.

[30] Dr. Perry noted that there is a related adjacent condominium built by the same developer and suggested that it is likely that MTCC 1316's Rules were developed using the governing documents for that condominium as a template. I note, however, that the Declaration for the adjacent condominium, filed as an exhibit by Mr. Goldman, also does not contain any reference to tandem parking. Mr. Goldman filed some of the rules of the related condominium, but not the parking rules.

[31] Even if Dr. Perry is correct about the reason for the inclusion of tandem parking in MTCC 1316's Rules, the fact is that MTCC 1316's Rules do refer to tandem parking. I find that the reference to tandem parking creates ambiguity about the interpretation of the parking rules.

[32] I find that the motorcycle exception in Rule 88 is also ambiguous. In submissions on behalf of MTCC 1316, counsel argues that if the intention was to allow parking of a car and a motorcycle, the rule would have explicitly provided for this. However, the reference to “three vehicles” rather than “three motorcycles” creates ambiguity.

[33] MTCC 1316 also submits that the parking spaces are not large enough to fit more than one automobile in the parking unit, unless the motor vehicles were motorcycles. However, the Applicants’ parking arrangements involve an automobile and a motorcycle, and photos put into evidence show that both parking spots are able to accommodate this.

### **C. CONCLUSIONS**

[34] As noted earlier, the board of a condominium corporation has an obligation under the Act to ensure compliance with the corporation’s rules. However, it also has a positive obligation to ensure that its rules are reasonable, as required by s. 58 (2) of the Act. If the rules are not reasonable, the solution is to amend them.

[35] As noted in *Douglas v. Simcoe Condominium Corporation No. 148*, 2022 ONCAT 20, at paragraph 10:

Ambiguity undermines reasonableness. While condominium boards are entitled to some deference regarding the exercise of their discretion, such deference cannot be relied upon to allow enforcement that is based on arbitrary interpretations of ambiguous wording in their rules. ...

[36] I conclude that the confusing language and ambiguity in the MTCC 1316 parking rule means that it is unreasonable and so does not comply with s. 58 (2) of the Act. It cannot therefore be enforced.

[37] I find that the rules as currently drafted cannot be used as a basis to prohibit the Applicants from parking one car and one motorcycle in their respective parking spaces.

### **Remedies**

[38] In submissions on behalf of the Applicants, Mr. Goldman proposed that if the Applicants were successful, there should be an order prohibiting the board from proposing a change in the rules for as long as one or both of the Applicants are living in the building, as this would be “manifestly unfair and prejudicial to their rights as owners.”

- [39] I do not accept that this is a remedy that flows from my findings. To the contrary, the board has a positive duty to ensure that rules are clear and unambiguous, which the current Rule 88 is not.
- [40] Mr. Goldman also requested an order requiring MTCC 1316 to apologize to the Applicants and to retract the “defamatory allegations” made about them in a July 4, 2025, newsletter from the board to owners. In that newsletter, the board said that under Rule 88 only one vehicle could be parked in a parking spot unless the spot was a tandem parking spot. The board advised that there were no tandem parking spots. It did not mention the motorcycle exemption. It indicated that “the two offenders” had filed applications with the Tribunal which was going to result in legal costs for the corporation.
- [41] I find that an order requiring an apology is not necessary. This decision is a public document, and its findings should be sufficient.
- [42] The Applicants are not seeking any costs, except for reimbursement of the CAT filing fees of \$200 each. The Applicants have been successful in this application, and, under Rule 48.1 of the Tribunal’s Rules of Practice, they are entitled to reimbursement of the filing fees. MTCC 1316 shall pay Noah Goldman and Jesse Ruch \$200 each within thirty (30) days of the date of this decision.

**D. ORDER**

- [43] The Tribunal orders that:
1. MTCC 1316’s Rule 88 as currently drafted does not meet the requirement in s. 58 (2) of the Act that rules be reasonable. It cannot be used to prohibit Noah Goldman and Jesse Ruch from parking one car and one motorcycle in their assigned parking spots.
  2. Within thirty (30) days of the date of this decision, MTCC 1316 shall reimburse Noah Goldman and Jesse Ruch \$200 each, representing the CAT filing fees.

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Brian Cook  
Member, Condominium Authority Tribunal