

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: August 14, 2025

CASE: 2024-00676N

Citation: York Condominium Corporation No. 288 v. Archambeau, Sardouk, 2025 ONCAT 137

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

Member: Elisha Turney Foss, Member

The Applicant,

York Condominium Corporation No. 288

Represented by Christian Breukelman, Counsel

The Respondents,

Harvey Archambeau

Self-Represented

Zourhair Sardouk

Represented by Shane Smith, Counsel

Hearing: Written Online Hearing – January 10, 2025 to July 21, 2025

REASONS FOR DECISION

A. INTRODUCTION

[1] The Applicant, York Condominium Corporation No. 288 (“YCC 288”), alleges that the Respondents, Harvey Archambeau and Zourhair Sardouk, have failed to comply with the provisions regarding pets within the YCC 288’s Declaration and Rules (the “Pet Provisions”).

[2] YCC 288’s Declaration states:

The occupation and use of the unit shall be in accordance with the following restrictions and stipulations:

(f) No animal shall be allowed or kept in or about any unit or the common elements.

[3] YCC 288’s Rule 8 states:

Rule 8: ANIMALS AND PETS

Animals and pets are not permitted in units or in common areas as per the Declaration.

- [4] The Respondent Zourhair Sardouk is the owner of a unit in YCC 288 (the “Unit”) but does not reside in the Unit, which is occupied by the Respondent Harvey Archambeau. Mr. Archambeau currently has at least one dog and possibly three cats in the Unit.
- [5] YCC 288 requests an order requiring the Respondents to:
1. Permanently remove the dog currently in the Unit;
 2. Permanently remove the cats currently in the Unit;
 3. Comply with the YCC 288’s Pet Provisions and not bring any pet(s) to the Unit;
 4. Pay 60% of its costs incurred to enforce the Pet Provisions, in the amount of \$6,294.25.
- [6] In reaching my decision, I have reviewed all the evidence and submissions before me, but I only refer to the evidence and arguments directly related to the issues which I have to decide.
- [7] For the reasons set out below, I find that the Respondents are in breach of YCC 288’s Pet Provisions. Within 30 days of the date of this decision, I order that Mr. Archambeau remove the dog from the premises and comply with the YCC 288’s Pet Provisions. I also award costs in the amount of \$4,200 to YCC 288 on a joint and several basis.

B. PRELIMINARY ISSUE

- [8] At the outset of this hearing, I sought to confirm with the parties the issues to be addressed. Despite having joined the case and participated in the mediation, the Respondents did not fully participate in the hearing. The Respondents responded to the preliminary messages during the beginning stages of the hearing and then failed to respond afterwards. Despite several reminder messages which included the fact that orders may be made against them, including costs, the Respondents did not participate.
- [9] As the Respondents were given ample opportunity to participate and have chosen not to, I have based my decision solely on the evidence provided by YCC 288.

C. ISSUES & ANALYSIS

Issue No. 1: Are the Respondents in breach of YCC 288's Pet Provisions?

- [10] As stated above, YCC 288's Pet Provisions do not permit pets in units or on the common elements.
- [11] YCC 288 submits that Mr. Archambeau notified them that he wished to keep his mother's dog as an emotional support animal. On or about July 29, 2024, Mr. Archambeau provided YCC 288 with a letter from his physician, Dr. Flint, in support of his request to keep the dog as an emotional support animal.
- [12] YCC 288's witness, Carol Forsyth, YCC 288's assistant property manager, stated that YCC 288 has an Emotional Support Animal Process which requires a form, doctor's letter and confirmation from YCC 288. She contacted Dr. Flint's office, and she was unable to confirm the accuracy of the letter Mr. Archambeau provided. Ms. Forsyth denied his request to keep the dog as an emotional support animal in a letter dated August 23, 2024.
- [13] Ms. Forsyth stated that the dog was not removed as requested after the August 23 letter and she contacted the Zourhair Sardouk to advise that there is a dog in the unit contrary to YCC 288's Pet Provisions on or about September 5, 2024.
- [14] Ms. Forsyth also indicated that Mr. Archambeau provided another medical note on September 25, 2024. Ms. Forsyth contacted Care & Family Health and was unable to confirm the accuracy of the letter provided. YCC 288 provided as evidence an email from Care & Family Health indicating that the medical note was not an authentic document issued by Care & Family Health. As a result of this communication, on September 27, 2024, Ms. Forsyth sent a letter to Zourhair Sardouk advising that due to the doctor's notes received were deemed unauthentic and the request to have the dog remain in the unit was denied.
- [15] Additionally, YCC 288 also brought forth the concern about three cats being in the unit which they learned about after the commencement of this application. As YCC 288 was unable to provide evidence that the Respondents were given notice about the removal of the cats, I will not be making an order regarding this. However, it is clear that the Respondents need to abide by the Pet Provisions for all pets.
- [16] Under s. 119 (1) of the *Condominium Act, 1998* (the "Act"), unit owners and occupiers must comply with the provisions of the Act and the corporation's governing documents. I accept in this case that the Respondents were aware of

the Pet Provisions and were unable to provide appropriate evidence to support an accommodation allowing the dog to remain. Thus, pursuant to s. 1.44 (1) 2 of the Act, I order that the Respondents remove the dog from the unit within 30 days of this decision.

Issue No. 2: Should an award of costs be assessed?

- [17] YCC 288 asked that the Tribunal order the Respondents reimburse \$200 in Tribunal fees and 60% of its \$10,490 in legal costs.
- [18] Pursuant to Rule 48.1 of the Tribunal's Rules of Practice, an unsuccessful party will be required to pay the successful party's Tribunal fees unless the member decides otherwise. In this case, YCC 288 was successful, and it is appropriate that the Respondents reimburse the Tribunal fees.
- [19] Rule 48.2 of the Tribunal's Rules of Practice states that the Tribunal generally will not order one party to reimburse another party for legal fees or disbursements unless their behaviour was unreasonable. As the Respondents did not participate in the hearing, the behaviour is not relevant.
- [20] The Tribunal's Practice Direction on costs, "CAT Practice Direction: Approach to Ordering Costs", also provides guidance regarding relevant factors for determining costs. The Practice Direction provides additional factors that the Tribunal may consider in determining costs such as whether the parties attempted to resolve the dispute before the Tribunal case was filed, the potential impact an order of costs would have on a party, and the provisions of a condominium corporation's governing documents.
- [21] In this case, YCC 288 submits that they attempted to resolve this issue with the Respondents. They offered Mr. Archambeau two opportunities to provide medical notes regarding the dog being an emotional support animal; these notes turned out to be falsified. Additionally, the Applicant provided letters in which it advised the Respondents that there was a dog in the Unit contrary to YCC 288's Pet Provisions.
- [22] YCC 288 referenced the case of *Norfolk Condominium Corporation No. 7 v. Vogl*, 2024 ONCAT 165 ("Vogl") as being similar to this case and should be relied on to determine costs. In that case, the Tribunal ordered the unsuccessful party to pay 60% of the successful party's legal costs.
- [23] Here, as in *Vogl*, the condominium corporation attempted to gain compliance from both Respondents through emails and letters, with no success. However, this case

differs from Vogl in that the Respondents here did not participate, resulting in a straightforward and streamlined hearing. As such, in the awarding of costs, a deviation from 60% to 40% would be warranted.

[24] The award of costs is discretionary and, weighing the factors noted above, I find that an award of costs in the amount of \$4,000 (approximately 40% of the legal costs claimed) is appropriate. The Respondents will be jointly and severally liable for the costs.

D. ORDER

[25] The Tribunal orders that:

1. Under s. 1.44 (1) 2 of the Act, within 30 days of this Order, the Respondent Harvey Archambeau shall permanently remove the dog from the Respondents' Unit.
2. The Respondents shall comply with YCC 288's Pet Provisions regarding any pets that may be in the Unit presently.
3. Within 30 days of the date of this Order, the Respondents shall pay \$4,200 in costs to YCC 288, on a joint and several basis, consisting of \$4,000 in legal fees and \$200 in Tribunal fees.

Elisha Turney Foss
Member, Condominium Authority Tribunal

Released on: August 14, 2025