

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: June 2, 2026

CASE: 2025-00457N

Citation: Shaddad v. Toronto Standard Condominium Corporation No. 2543, Mai, 2026 ONCAT 102

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

Member: Neha Chugh, Member

The Applicant,

Ali Shaddad

Self-Represented

The Respondents,

Toronto Standard Condominium Corporation No. 2543

Represented by Justin McLarty, Counsel

Anh Tu Mai

Self-Represented

Hearing: Written Online Hearing – November 3, 2025 to April 1, 2026

REASONS FOR DECISION

A. INTRODUCTION

- [1] Ali Shaddad is the owner of a unit in Toronto Standard Condominium Corporation No. 2543 (TSCC 2543) and is the Applicant in these proceedings. On March 30, 2025, he received notice from the tenant of his unit that she was terminating her tenancy in 60 days. At that time, she was on a month to month lease, and was only required to give adequate notice that she was leaving to terminate her tenancy. On April 16, 2025, she followed up by email with Mr. Shaddad advising that the main reason she was leaving was the unreasonable noise emanating from the unit down the hall, owned by the Respondent, Anh Tu Mai. Mr. Shaddad's tenant also claimed to have been subjected to aggressive behaviours and verbal altercations with the residents in Mr. Mai's unit.
- [2] Mr. Shaddad's evidence in this hearing is that he followed up with condominium management and the board of TSCC 2543 in the aftermath of his tenant's

departure. Mr. Shaddad has been dissatisfied with TSCC 2543's response, documentation, and management of his complaints, the subject matter of this hearing. He is seeking a compensation order, payable by the Respondents, for the remuneration of realtor fees that he incurred with his tenant's departure.

- [3] TSCC 2543 is one of the Respondents in this hearing. Their position is that they have adequately responded to all reports of unreasonable noise, and that their response has escalated appropriately from condominium management and the board of directors, to the intervention of a formal written warning from management and a legal letter. TSCC 2543 denies the Applicant's claim that they were unresponsive in the circumstances. Rather, that they responded when the issue became known to them.
- [4] The second Respondent, Anh Tu Mai, admits that he had a difficult relationship with a partner who was causing the noise at the times in question. He advises that he has since broken up with that partner and that he is apologetic for that noise. He denies any other claims of aggressive behaviour or verbal altercations with other residents.
- [5] I am asked to consider the following issues:
 1. Did the noise and aggressive behaviours from Mr. Mai's unit create a nuisance, annoyance or disruption for the tenant in Mr. Shaddad's unit?
 2. Did TSCC 2543 fail to enforce their corporation's rules and s. 117(2) of the *Condominium Act, 1998* (the "Act") by inadequately responding to the complaints about these incidents?
 3. Are TSCC 2543 and/or Anh Tu Mai responsible for compensating Mr. Shaddad's realtor fees?
 4. What, if any, costs must be awarded in these circumstances?

B. OVERVIEW

- [6] Mr. Shaddad and his tenant signed a one-year lease agreement, commencing April 1, 2023. Mr. Shaddad received an email from the tenant dated March 30, 2025, terminating her tenancy and giving her 60 days' notice to Mr. Shaddad. Mr. Shaddad responded to the tenant, acknowledging receipt of her email and offering her a recommendation letter.
- [7] A follow-up email dated April 16, 2025, advised Mr. Shaddad that the tenant's "main reason" for leaving was due to the unreasonable noise and aggressive

behaviours of the occupants in Mr. Mai's unit.

- [8] The evidence filed in this hearing by Mr. Shaddad and TSCC 2543 revealed that the complaints about the noise from Mr. Mai's unit escalated to complaints to TSCC 2543's security and management. Incident reports filed in this hearing by TSCC 2543 dated March 26, 2025, April 28, 2025, April 30, 2025, May 12, 2025, May 14, 2025, responded to complaints made by Mr. Shaddad's tenant regarding Mr. Mai's loud music. These complaints were addressed by TSCC 2543 between the hours of 11:00 p.m. and 4:00 a.m., and subsequently logged into those incident reports.
- [9] Mr. Shaddad exchanged emails with board member, Sabrina Crucini, on April 17, 2025, and the senior condominium manager, Rehana Haniff, from April 30, 2025, regarding the noise complaints. They noted their concerns to Mr. Shaddad, and on May 13, 2025, sent Mr. Mai a formal violation notice in writing. On May 22, 2025, TSCC 2543 sent Mr. Mai a legal letter.
- [10] A letter from Royal Lepage Realty dated June 4, 2025, indicated that Mr. Shaddad incurred realtor fees totalling \$2599.00 dollars, and was filed in support of his claim for compensation.

C. ISSUES & ANALYSIS

Issue No. 1: Did the noise and aggressive behaviours from Mr. Mai's unit create a nuisance, annoyance or disruption for the tenant in Mr. Shaddad's unit?

- [11] Section 117(2) of the Act, provides as follows:

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.

- [12] TSCC 2543's Rules contain specific provisions addressing noise, namely at Rule 5, that "No one shall create or permit the creation or continuation of any noise, odour or other nuisance which, in the opinion of the Board or the Manager, does or may disturb, annoy or interfere with the comfort or quiet enjoyment of the units or common elements by other Owners and/or Residents."

- [13] Based on Mr. Mai's reasonable admissions and TSCC 2543's documentation of the noise from Mr. Mai's unit, I find that the noise was so unreasonable to create a nuisance to Mr. Shaddad's tenant.
- [14] However, I must dismiss any of Mr. Shaddad's claims regarding aggressive or threatening behaviours by Mr. Mai or the occupants of Mr. Mai's unit. Mr. Shaddad did not provide a witness statement from his tenant with information about these behaviours, and the information that he did file in support of these claims in the form of videos, texts, and handwritten note were undated, vague, and speculative.

Issue No. 2: Did TSCC 2543 fail to enforce their corporation's rules and s. 117(2) of the Act by inadequately responding to the complaints about these incidents?

- [15] The evidence filed by TSCC 2543 in this hearing shows that from March - May 2025, TSCC 2543 took steps to intervene, and when responding to noise complaints about Mr. Mai's unit, created and maintained incident logs that were filed as evidence in these proceedings. The logs show that the corporation issued warnings from property management as well as sent legal letters to Mr. Mai, as a direct response to the unreasonable noise caused by the occupants of that unit.
- [16] I have not been provided with any incident logs that predate the tenant's decision on March 30, 2025, to terminate her tenancy. In the absence of incident logs or other documentation predating March 30, 2025, indicating the concern of TSCC 2543, the inference I am being asked to draw by Mr. Shaddad is that the condominium corporation failed to keep adequate records. Based on the evidentiary record before me, I am unprepared to draw this conclusion.
- [17] Mr. Shaddad has the onus of showing through evidence at this hearing that complaints were made prior to March 30, 2025. Mr. Shaddad did not file witness statements, journal entries, or any other proof of complaints that documented his attempts to communicate his concerns to TSCC 2543 prior to March 30, 2025. Mr. Shaddad also suggests that other residents had concerns about the unreasonable noise from Mr. Mai's unit but did not provide any of these additional complaints or witness statements from other residents on the floor or in the building.
- [18] Given the number of incident logs filed after March 30, 2025, the responses of condominium management and the board of directors, and the intervention of TSCC 2543's legal letters, I am satisfied that TSCC 2543 took reasonable steps to intervene when the complaints about unreasonable noise from Mr. Mai's unit were made. I am not prepared to draw the conclusion that the only explanation for the absence of incident logs was non-compliance with their Corporation's Declaration, By-Laws, and Rules. On a balance of probabilities, it is also possible that the

unreasonable noise from Mr. Mai's unit was appropriately addressed by TSCC 2543 when they received reports from residents.

Issue No. 3: Are TSCC 2543 and/or Anh Tu Mai responsible for compensating Mr. Shaddad's realtor fees?

- [19] With respect to the Applicant's claim for realtor fees, s. 1.44(1)3 of the Act is instructive, and allows this Tribunal to make an order for compensation for damages incurred by a party to the proceeding as a result of an act of non-compliance by another party, in an amount up to \$25,000.
- [20] I have already answered the question of whether or not the noise from Mr. Mai's unit whether it was so unreasonable as to interfere with the quiet enjoyment of the residents in the affirmative. The specific question of when the noise occurred is a separate issue, that bear directly on the question of whether there was a direct correlation between the unreasonable noise from Mr. Mai's unit and Mr. Shaddad's tenant's decision to give her notice to terminate her lease.
- [21] Based on the evidence in this hearing that I am able to consider, the information supporting Mr. Shaddad's claims of unreasonable noise prior to the tenant's decision to terminate her tenancy is inadequate. I find that the timeline that Mr. Shaddad has tried to create with the materials he has filed cannot assist me with the conclusion that the noise caused by Mr. Mai's unit was the sole reason for the decision of the Applicant's tenant to terminate her tenancy.
- [22] The evidence demonstrates that TSCC 2543 took active steps to intervene through communications from their property management and formal legal letters, and Mr. Mai's evidence is that he is apologetic and has taken steps to remediate the situation.
- [23] This analysis is based on the materials that have been submitted for this hearing, and not on anything else. Speculation, opinions, or extrapolations are not evidence. The follow-up email sent by Mr. Shaddad's tenant on April 16, 2025, after she terminated her tenancy on March 30, 2025, was the only indication that one of her reasons for terminating her tenancy was the unreasonable noise from Mr. Mai's unit. There is only one incident report filed by TSCC 2543, dated March 26, 2025, that predates the March 30, 2025, termination date. I dismissed the tenant's additional reasons for terminating her tenancy, aggressive behaviours and verbal altercations, as they were unsupported by the evidence at this hearing.
- [24] Since I have found that the nexus between the unreasonable noise from Mr. Mai's unit and Mr. Shaddad's realtor fees is speculative, I do not find Mr. Mai responsible

for compensating Mr. Shaddad. Similarly, as the Applicant has not provided an evidentiary link in the timeline between his tenant's decision to terminate her tenancy and TSCC 2543's intervention into the nuisance and the enforcement of their rules, TSCC 2543 is also not responsible for compensating Mr. Shaddad realtor fees.

- [25] As a final point, compensation under s. 1.44(1)3 of the Act requires non-compliant acts causing the damages to be incurred. There is insufficient evidence to show that there was unreasonable noise creating a nuisance prior to Mr. Shaddad's tenant's decision to terminate her tenancy, and there does not appear to be evidence that Mr. Mai was non-compliant with respect to his duties as landlord to address the noise once he learned of it.

Issue No. 4: What, if any, costs must be awarded in these circumstances?

- [26] Section 1.44(1)4 of the Act gives the Tribunal the authority to direct a party to the proceeding to pay the costs of another party to the proceeding. The cost-related rule of the Tribunal's Rules of Practice (the "Rules") relevant to this case is found in Rule 48.1, which read:

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.

- [27] I may consider the issue of whether the filing fees incurred by Mr. Shaddad of \$200.00, who was partially successful only on the question of whether or not the excessive noise and aggressive behaviour caused nuisance, annoyance or disruption, should be reimbursed for some of his costs. I found that Mr. Mai was responsible for the unreasonable noise but dismissed the allegations of aggressive behaviour and threatening conduct. I also accept the fact that Mr. Mai has been cooperative with this adjudication to the extent that he has taken responsibility for the unreasonable noise and has apologized repeatedly to the Applicant throughout this proceeding.
- [28] Mr. Shaddad's question regarding the unreasonable noise from Mr. Mai's unit precipitated the subsequent two questions regarding TSCC 2543's responsiveness and the compensation for realtor fees. Those two subsequent questions engaged TSCC 2543. Mr. Shaddad was unsuccessful in these additional claims against both Respondents.
- [29] I find the Respondent, Anh Tu Mai responsible for the unreasonable noise in question, but that he did not act unreasonably throughout these proceedings. Mr.

Mai shall pay costs in the amount of \$75.00 to the Applicant.

D. CONCLUSION

[30] Based on the evidence before me, I find that the Respondent, Anh Tu Mai was responsible for the unreasonable noise that caused disruption to Mr. Shaddad's tenant. In these circumstances, TSCC 2543 has demonstrated that they took appropriate steps to intervene, and escalated their interventions, to manage that unreasonable noise. As the evidence before me does not support Mr. Shaddad's timeline, I am unable to find in favour of the Applicant's request that his realtor fees be compensated by either Respondent.

E. ORDER

[31] The Tribunal orders that:

1. The Respondent, Anh Tu Mai shall pay costs in the amount of \$75.00 to the Applicant, Ali Shaddad within 30 days of this order.

Neha Chugh
Member, Condominium Authority Tribunal

Released on: June 2, 2026