

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: May 26, 2026

CASE: 2025-00855N

Citation: Waterloo Standard Condominium Corporation No. 697 v. Kozhani, Kozhani,
2026 ONCAT 94

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

Member: Anne Gottlieb, Member

The Applicant,

Waterloo Standard Condominium Corporation No. 697

Represented by Michelle Kelly, Counsel

The Respondents,

Nuredin Kozhani

Self-Represented

Bukurije Kozhani

Not participating

Written Online Hearing: February 10, 2026 – April 27, 2026

REASONS FOR DECISION

A. INTRODUCTION

- [1] Waterloo Standard Condominium Corporation No. 697 (“WSCC 697”) is a residential condominium corporation with 54 residential units and 84 parking units. Nuredin Kozhani and Bukurije Kozhani (the “Respondents”) are the registered owners of a residential unit at WSCC 697 with two specified numbered parking units.
- [2] This dispute arises from allegations that the Respondents park their vehicles in the visitor parking spaces and smoke on their balconies, in violation of the Rules of WSCC 697. WSCC 697 states that the visitor parking spaces are only to be used by bona fide visitors. WSCC 697 has also received reports of smoking by the Respondents on the balcony of their unit, which is prohibited by current Rules of WSCC 697.

- [3] I am satisfied by evidence provided by WSCC 697 that both Nuredin Kozhani and Bukuriye Kozhani were served in accordance with the *Condominium Act, 1998* (the “Act”). Nuredin Kozhani joined this case, but Bukuriye Kozhani did not. The Respondents did not participate in this hearing despite repeated requests from this Tribunal Member to do so. I am satisfied that the Respondents are aware of this case and had opportunity to fully participate.
- [4] WSCC 697 seeks orders in accordance with s. 1.44 (1) of the Act and asks this Tribunal to order the Respondents to comply with its Rules and pay compensation for damages and pay legal costs of the proceeding incurred by WSCC 697.
- [5] For the reasons set out below, I find that the evidence presented does establish that the Respondents are not complying with parking provisions of WSCC 697. I do not have sufficient evidence to establish that the Respondents caused unreasonable smoke that is a nuisance, annoyance or disruption, even if smoking on the unit’s balcony is contrary to the WSCC 697’s Rules.
- [6] Under s. 1.44 (1) 3 of the Act, I order the Respondents to pay \$576.16 for compensation for damages incurred from an act of non-compliance. I further order the Respondents to reimburse the \$150 costs incurred by WSCC 697 for Tribunal filing fees to bring these matters before the Tribunal and order costs to be paid by the Respondents to WSCC 697, in the amount of \$1,200 on a partial indemnity basis.

B. ISSUES & ANALYSIS

Issue No. 1: Have the Respondents failed to comply with provisions in the corporation’s governing documents related to parking?

- [7] WSCC 697 has the burden to prove that the activities complained of contravene its governing documents. They submitted into evidence a photo of one of the Respondents’ vehicles parked in visitor parking on October 28, 2025, and another photo from October 7, 2025, of a different vehicle belonging to the Respondents also parked in visitor parking. WSCC 697 submits that the vehicles are regularly parked in the visitor parking spaces. These photographs with the various notifications from management outlined below, satisfy me that these are not isolated events. This evidence has not been refuted.

- [8] On February 22, 2024, WSCC 697's lawyers wrote to the Respondents about their use of the visitor parking spaces and the reports of them smoking on the balcony. The letter explained that the conduct was contrary to the declaration and rules and warned of the consequences if they continued to disregard the declaration and rules, including legal costs.
- [9] On October 7, 2025, WSCC 697's manager wrote to the Respondents via email about their vehicles being parked in the visitor parking spaces. There are photographic evidence and a FOB entry report from October 28, 2025, of Ms. Kozhani entering the building, while leaving her vehicle parked in the visitor parking spaces.
- [10] On November 3, 2025, WSCC 697's manager wrote to the Respondents via email about their vehicles being parked in the visitor parking spaces again.

[11] WSCC 697's declaration has the following relevant provision:

5. In the absence of the prior written permission of the Board (which permission once given can be revoked) only bona fide visitors (as determined but the Board in its absolute discretion) to a residential Unit may use the areas marked for visitor parking. For the purposes of this paragraph, written permission can include signage designating parking areas for certain purposes or persons.

[12] WSCC 697 has rules that pertain to the parking and the use of parking spaces. Rules 19 and 20 are relevant to this case and state:

19. In the absence of the prior written permission of the Board which permissions once given can be revoked):

a) only bona fide visitors (as determined by the Board in its absolute discretion) to a Residential Unit may use the areas marked for visitor parking:
and

b) motor vehicle(s) of a Unit Occupant may only be parked in the parking space(s) leased by such Unit Occupant or allocate in accordance with the provisions of this Declaration for the use of the Unit Occupants of such unit, or if no allocation is made, in such Common Element parking spaces as are not otherwise leased or specifically designated for visitor parking or allocated to the Unit Occupants of another Unit

For the purposes of this Rule, written permission can include signage designating parking for certain purposes or persons

20. In the absence of the prior written permission of the Board, only bona fide

visitors (as determined by the Board in its absolute discretion) to a Residential Unit may use the areas marked for visitor parking

- [13] I find that the evidence shows the Respondents parking in spaces that are clearly marked as visitor parking spaces, even though they have two parking units of their own. I find that the Respondents have contravened WSCC 697 rules by parking their vehicles in the visitor parking spots.

Issue No. 2: Have the Respondents caused unreasonable smoke that is a nuisance, annoyance or disruption?

- [14] WSCC 697 indicates through its enforcement letter that they received reports of the Respondents smoking on the balcony which is in contravention of the 2021 New Rules with Respect to Smoking and Cannabis passed on March 25, 2021, which restrict smoking as follows:

Restriction on Smoking

c. All forms of smoking are prohibited on the property, including in any of the units, exclusive use patio and balconies, and other common elements, such as roadways, parking areas, and landscaped areas

- [15] Unlike the parking issues, over which this Tribunal has jurisdiction, issues relating to smoke only fall within the jurisdiction of this Tribunal when they are unreasonable and causing a nuisance, annoyance or disruption. Subsection 117 (2) of the Act deals with certain prohibited activities or conduct. It reads:

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.

- [16] Those other “prescribed” nuisances, annoyances and disruptions in s. 117 (2) (b) are set out in s. 26 of Ontario Regulation 48/01 as odour, smoke, vapour, light and vibration.

- [17] Accordingly, it is not enough for a corporation to argue or prove that its rules in respect to smoking were breached. A condominium corporation must show that the breach resulted in unreasonable smoke that was a nuisance, annoyance or disruption contrary to the Act and/or the corporation's rules. I do not have such evidence before me in this case.

Issue No. 3: Is the corporation entitled to charge back for the costs associated with securing compliance with its governing documents and/or damages related to an act of non-compliance?

- [18] WSCC 697 seeks an order requiring the Respondents to cease from parking their vehicles in visitor parking spaces, an order requiring the Respondents to pay compensation for damages in the amount of \$576, and an order requiring the Respondents to pay legal costs associated with this proceeding.

- [19] In support of its requests for compensation and costs, WSCC 697 relies upon Article VIII (1) of its Declaration, which states:

1. Each Unit Owner shall indemnify the Corporation against loss, costs, damage or injury caused to the Common Elements (including EUAs) and/or any Unit because of any act of omission of any Unit Occupant of the said Unit Owner's unit. A Unit Owner shall also indemnify the Corporation for all its legal costs and disbursements (including legal fees on a solicitor and client basis):

(a) in effecting compliance by the Unit Owner or any Unit Occupant of the Unit Owner's Unit with the provisions of the declaration, By-laws, Rules and the Act: and/or

(b) incurred in bringing any court or tribunal application involving the Unit Owner and/or a Unit Occupant of the Unit Owner's Unit

- [20] Under s. 1.44 (1) 3 of the Act, I award \$576.16 to WSCC 697 for compensation for damages because of non-compliance. This sum was incurred as WSCC 697 sought enforcement of its rules, by way of a legal letter issued to the Respondents.

Issue No. 4: Is WSCC 697 entitled to costs? If so, in what amount?

- [21] Subsection 1.44 (1) 4 of the Act states that the Tribunal may make an order "directing a party to the proceeding to pay the costs of another party to the proceeding." Subsection 1.44 (2) of the Act states that an order for costs shall be determined in accordance with the rules of the Tribunal.

[22] The cost-related rules of the Tribunal's Rules of Practice which are relevant to this case read as follows:

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

[23] WSCC 697 was successful in this proceeding, and I will award the sum of \$150 which is the cost of the Tribunal filing fees to WSCC 697. WSCC 697 is claiming legal costs for this proceeding, on a substantial indemnity basis in the amount of \$4,250. The Respondents have not engaged in this process and have not challenged the evidence presented, nor made any submissions. As a result, the hearing was straightforward. I will grant a partial-indemnity basis award of \$1,200 because this matter proceeded without opposition and without any cross-examination or witnesses. The legal fees are reasonable, and it would be unfair to have other unit owners bear all the legal costs incurred by WSCC 697 in this case.

C. ORDER

[24] The Tribunal orders that:

1. The Respondents immediately cease and refrain from parking their vehicles in spaces designated for visitor parking spaces.
2. Within 30 days of the date of this Order, the Respondents will pay WSCC 697 the sum of \$576.16 for compensation for damages for enforcement relating to non-compliance under s. 1.44 (1) 3 of the Act.
3. Within 30 days of the date of this Order, the Respondents will pay WSCC 697 the sum of \$150 for the cost of filing this application with the Tribunal, in accordance with s. 1.44 (1) 4 of the Act.

4. Within 30 days of the date of this Order, the Respondents will pay WSCC 697 the sum of \$1,200 for legal costs pursuant to s. 1.44 (1) 4 of the Act.

Anne Gottlieb
Member, Condominium Authority Tribunal

Released on: May 26, 2026