

## Checklists of Rights, Duties and Tasks Under the Act

- . 8(1)(c) Specification of unit boundaries by reference to buildings or other monuments
- Reg., s. 5(4) Such specification must be shown on plan views and cross sections, but no plan view or cross section is required for more than one unit with identical boundaries to other units
- Reg., s. 5(5) Plan views and cross sections must be shown on sheets of plans of survey that designate the units or, if impractical to do so, on separate sheet of plans of survey
- Reg., s. 5(6) If plan views and cross sections are shown on separate sheet of plans of survey, sheets of plans of survey that designate units must include cross-reference to separate sheet
- . 8(1)(d) Diagrams showing shape and dimensions of each unit and approximate location of each unit in relation to other units and buildings
- Reg., s. 5(2) The unit diagrams must be shown on,
- (a) perimeter plan of survey, except in case of a phased condominium corporation;
  - (b) separate sheets of plans of survey that designate units; or
  - (c) perimeter plan of survey, except in case of phased condominium corporation, and separate sheets of plans of survey that designate units
- Reg., s. 5(3) Sheets of plans of survey that designate units must refer to Schedule C of declaration
- Reg., s. 5(7) Section or perspective drawings, sufficiently accurate to portray vertical relationship of all levels, must be drawn on each sheet of plans of survey designating units
- . 8(1)(f) Certificate signed by licensed surveyor stating that diagrams of units are substantially accurate
- Reg., s. 2(1)(b) Part II — Exclusive use portions survey, if property includes exclusive use portions
- Reg., s. 5(7) Section or perspective drawings, sufficiently accurate to portray vertical relationship of all levels, must be drawn on each sheet of plans of survey showing exclusive use portions
- Reg., s. 11(3) Each sheet of exclusive use portions survey must show,
- identification of condominium plan except for number assigned as part of the name of the corporation; and
  - Surveyor's Certificate form (Under Clause 11(1)(c) of Ontario Regulation 49/01 of the *Condominium Act, 1998* (formerly O. Reg. 48/01, Form 5) signed by surveyor stating that sheet of that survey accurately shows extent and location of portions
- Reg., s. 2(1)(c); s. 2(1)(b) Part III — Architectural plans, if any
- Reg., s. 13 Plans consist of copies of architectural drawings of buildings on property prepared by certified architect, or drawings that contain sufficient information to enable buildings to be constructed
- Reg., s. 13(3) Each sheet of architectural plans must show identification of condominium plan except for number assigned as part of name of corporation

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- O. Reg. 48/01, s. 9(2) Description not to contain architectural plans if it contains structural plans and Schedule G to declaration does not contain certificate of architect
- s. 8(1)(e) Must include certificate of architect that all buildings have been constructed in accordance with regulations
- Note: the architect's certificate is now required to be in Schedule G of the declaration (O. Reg. 48/01, s. 5(8))
- Reg., s. 15 Must not include any notes, words or symbols that indicate that the right to make or distribute copies is in any way restricted
- Reg., s. 2(1)(d); s. 8(1)(e) Part IV — Structural plans, if any
- Reg., s. 14 Plans consist of copies of structural engineering drawings of buildings on property prepared by professional engineer
- s. 8(1)(e) If there are structural plans, certificate of engineer that all buildings have been constructed in accordance with regulations
- Reg., s. 15 Must not include any notes, words or symbols that indicate that the right to make or distribute copies is in any way restricted
- Reg., s. 2(1)(e) Other Parts may be added as surveyor preparing plans of survey considers appropriate.

## Checklists 33 — Amendments to Declaration and/or Description

The declaration and/or description of a condominium corporation may be amended by the following procedures:

- s. 107(2)(a) The board must approve amendment by resolution in writing
- s. 107(2)(b) The developer must approve the amendment in writing if
- (a) at the time the board approved the amendment, the developer had not transferred all of the units (except telecommunications units — s. 22(5)); and
  - (b) less than 3 years has lapsed since the later of the registration of the declaration and description and the date the developer entered into the first agreement of purchase and sale
- s. 107(2)(c) The board has held a meeting of owners and the requisite percentage of votes has been achieved; the notice of the meeting must include the proposed amendment
- s. 107(2)(d) For s. 7(2)(c), (d), (f) or s. 4(e) — the owners of at least 90 per cent of the units have consented in writing, or
- s. 107(2)(e) In cases other than (d) the owners of at least 80 per cent of the units have consented in writing, and
- s. 107(2)(f) Notice to mortgagees on record
- s. 107(5) Registration is required for the amendment to be effective — the amendment cannot be registered until at least 30 days have elapsed since notice was given to the mortgagees
- s. 107(6) The amendment must be accompanied by a prescribed certificate of compliance
- s. 109 Court application to amend the declaration and/or description



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- s. 110 Application to the director of titles to correct an error or inconsistency that is apparent on the face of the declaration or description
- s. 166(4) An amendment to the declaration of a leasehold condominium corporation will require the consent of the lessor

### Checklist 34 — Agreements with the Condominium Corporation and Termination of Agreements

The corporation may enter into and terminate a property management agreement and various other agreements on the following terms:

- s. 111(1) The board can, by resolution, terminate a management agreement entered into by the developer board subject to transition provisions
- s. 111(2) The board must give 60 days' written notice of termination to the management company
- s. 112(1) The board can, by resolution, within 12 months of the election of the board at a turn-over meeting, terminate an agreement entered into by a developer board if the agreement is
- s. 112(2) (a) to provide goods or services on a continuing basis;  
(b) to provide facilities on other than a not-for-profit basis;  
(c) a lease of common element areas for business purposes
- This section does not apply to the telecommunications agreement in s. 22
- s. 112(3) 60 days' written notice of termination
- s. 112(4) Easements cannot be terminated
- s. 113 Mutual Use Agreement
- Where a developer board entered into an agreement (not telecommunications) for the mutual use, provision or maintenance or the cost-sharing of facilities or services, before the board was elected at the turn-over meeting (s. 43(1)), the new board can apply for a court order terminating the agreement

### Checklists 35 — Monies of the Corporation

Persons holding money on behalf of the corporation are subject to the following provisions:

- s. 84(2) Except on termination of condominium corporation, common surplus is not to be distributed to unit owners or mortgagees but must be applied either against future common expenses or paid into reserve fund
- s. 115 Money received by or on behalf of a corporation must be held in trust
- s. 115(4) Persons in receipt of the money must pay it into an operating or reserve account. Funds invested in "eligible securities" where the following conditions are met:
- s. 115(5) "eligible security" means:
- bond
  - debenture
  - GIC
  - deposit receipt
  - deposit note

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- certificate of deposit
  - term deposit, or
  - other similar instrument that is
- (a) issued or guaranteed by the Government of Canada or any province; or
- (b) issued by an institution located in Ontario insured by the Canada Deposit Insurance Corporation, or
- (c) a security of a prescribed class
- s. 115(6) The eligible security (see s. 115(5)) in a general operating account must be convertible to cash in 90 days and must be
- (a) registered in the name of the corporation; or
- (b) held in a segregated account in the corporation's name by a member of the Investment Dealers Association of Canada and insured by the Canadian Investor Protection Fund
- s. 115(7) The eligible security (see s. 115(5)) in a reserve fund account must be:
- (a) registered in the name of the corporation; or
- (b) held in a segregated account in the corporation's name by a member of the Investment Dealers Association of Canada and insured by the Canadian Investor Protection Fund

### Checklist 36 — Amalgamation

The Act allows two or more condominium corporations to amalgamate in order to realize cost savings on administrative overhead and shared services, with the following conditions:

- s. 120, O. Reg. 48/01, s. 34(1)(a) Corporations must be standard corporations to amalgamate
- s. 120 The board must hold a meeting of owners
- The board must give specific notice (s. 120(3))
- At least 90 per cent of owners of units, as of the date of the owners' meeting, must consent in writing within 90 days of the meeting
- s. 120(4) Duly authorized officers of each corporation must sign the declaration before it can be registered
- s. 120(5) Part VIII of the Act (Termination) does not apply to corporations that are amalgamating
- s. 121 See for the effects of amalgamation on the new corporation, the owners and third parties with interests in the pre-existing corporations
- Directors of the amalgamating corporations shall be the first directors of the new corporation until a meeting is called and held within 60 days following amalgamation
- s. 121(2) Upon amalgamation, the directors shall appoint one or more auditors
- s. 121(3), (4) A meeting of the owners must be called and held within 60 days following amalgamation to elect directors and select the auditor



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### Checklist 37 — Termination of the Condominium Corporation

The condominium corporation may be terminated and its assets divided among creditors and the owners in the following circumstances:

- s. 122(1) Termination with a vote of at least 80 per cent of owners as of the date of the vote; the consent in writing of 80 per cent or registered encumbrancers as of the date of the vote
- s. 123 Termination where substantial damage occurs and 80 per cent of the owners as of the date of the vote vote in favour of termination
- s. 124 Termination where sale of all or part of the property is approved by a vote of at least 80 per cent of the owners of units as of the date of the vote and 80 per cent of the encumbrancers registered after the declaration and description
- s. 126 Expropriation of all or part of the property
- s. 127 Effect of termination or expropriation
- s. 128 Termination by court order
- s. 174(5) Termination of leasehold condominium corporation
- s. 175 Effect of termination of leasehold condominium corporation

### Checklists 38 — Mediation and/or Arbitration

A corporation cannot directly proceed to court to enforce its declaration, by-laws and rules. Section 132 introduces a three-step resolution process for specified types of disputes: (1) mediation, (2) if mediation is unsuccessful then arbitration, and (3) if compliance has still not been obtained, a compliance order from the court.

#### Disputes Requiring Mediation and/or Arbitration

1. Disputes arising from:
  - an agreement between a developer and a corporation
  - an agreement between two or more corporations
  - an agreement between a corporation and an owner re changes to the common elements (s. 98(1))
  - an agreement relating to property management
2. Disagreements over the developer's obligations to the condominium corporation with respect to the first year budget guarantee
3. Disagreements between owners and corporations with respect to the declaration, by-laws and rules
4. Disagreements between the lessor and a leasehold condominium corporation regarding the interpretation of the provisions of the leasehold interest in the property that bind the property (s. 168(3))
5. The right of a dissenting owner when the condominium corporation votes to sell part of the condominium property within 30 days of the vote to submit for mediation on fair market value (s. 125)
6. Warranty claims under the *Ontario New Home Warranties Plan Act* (ONHWA, s. 17(2), (4))

Note that under s. 132(6), each party shall pay the share of expenses as specified by the mediator.

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### Disputes Probably Requiring Mediation and/or Arbitration

Where a provision of the Act on a matter that is not specifically dealt with in the declaration, by-laws or rules is sought to be enforced, it appears that a court application can be made without first resorting to mediation and/or arbitration.

### Disputes Not Subject to Mandatory Mediation and/or Arbitration

1. Disagreements regarding the *Condominium Act, 1998*
2. Assessment appeals
3. Enforcement proceedings against tenants occupying a condominium unit
4. Construction deficiency claims against builders
5. Proceedings against third party providers of services and materials for the benefit of the property (not including telecommunications providers)
6. Enforcement of guarantees and warranties provided by the developer to the corporation relating to the original construction
7. Oppression claims (s. 135)
8. Applications seeking the developer's full compliance with the turn-over provisions (s. 43)
9. Summary application by a purchaser or developer for a determination as to whether a change or series of changes as set out in a revised disclosure statement constitutes a "material change" (s. 74(5))
10. Application by developer for termination of agreements of purchase and sale (s. 79(3))
11. Application for court order to obtain records of a condominium corporation (s. 55(9), (10)) and \$500 penalty

Note that some of these disputes may be subject to mandatory mediation rules in the court district in which they are brought.

### Checklists 39 — Enforcement

The Act provides the following remedies for enforcing rights and ensuring compliance with duties under the Act:

- s. 74(5), (8) Application to court for determination of question as to material change
- s. 78(3) The purchaser of a unit can bring an application under s. 134 where a developer:
  - (a) fails to take reasonable steps to sell remaining residential units (s. 78(1), item 1);
  - (b) fails to deliver a deed (s. 78(1), item 2); or
  - (c) fails to hold money that the vendor collects from a purchaser in trust for the corporation (s. 78(1), item 3)
- s. 79(3) A developer can bring an application to terminate an agreement of purchase and sale for non-registration
- s. 109 Application to amend a declaration
- s. 113 Application to terminate a mutual use agreement
- s. 119(1) Obligation imposed to comply with the Act
- s. 119(2) The unit owner is responsible for occupiers of the unit as well as invitees, etc.



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- 119(3), (5) Rights to enforce compliance are available to the corporation, owner or mortgagee and an occupier during the occupancy period
- 128 Application to terminate a condominium corporation
- 130(1) A corporation, a lessor of a leasehold condominium, an owner or a mortgagee can apply to court to appoint an inspector:
- (a) to investigate the items the developer is supposed to give to the board under s. 43(4), (5), (7);
  - (b) to investigate the corporation's records (s. 55);
  - (c) to investigate the affairs of a person receiving money for the corporation (s. 115); or
  - (d) to conduct an audit of the accounts and records in ss. 43, 55 or 115
- 131(1) A corporation, lessor of a leasehold condominium, an owner or a mortgagee can apply to the court to appoint an administrator no earlier than 120 days after a s. 43 meeting has taken place
- 131(3) The order appointing the administrator shall
- (a) specify the powers of the administrator;
  - (b) specify which powers and duties of the board shall be transferred to the administrator; and
  - (c) contain the directions and impose the terms the court considers just
- 132 The following matters must be submitted to mediation and/or arbitration:
- 132(2) All agreements between a developer and a corporation; two or more corporations; a corporation and person for management of the property; and an owner and the corporation concerning an agreement pursuant to s. 98(1)(b)
- 132(3) A disagreement re the budget statement (s. 72(5)) or the developer's obligations re the shortfall (s. 75)
- 132(4) A disagreement between the corporation and owners with respect to the declaration, by-laws and rules
- 133(2) An owner or the corporation can bring an application to recover damages for the loss sustained as a result of relying on the material information or omission thereof in the disclosure materials
- 134 In addition to granting the order requested, a court order for enforcement can:
- (a) require the persons named in the order to pay
    - (i) the damages incurred by the applicant for non-compliance;
    - (ii) the costs incurred by the applicant in obtaining the order;
  - (b) provide for such other relief as is fair and equitable
- 134(4) The condominium corporation can apply for an order to terminate a lease
- (a) where the lessee is in contravention of an order under s. 134(3); or
  - (b) the lessee has not paid money to the corporation when the lessee has received a notice under s. 87(1)

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- s. 134(5) An order for damages or costs against an owner or occupier allows the condominium corporation to lien the unit for the unpaid amount
- s. 135 An owner, a corporation, a developer or a unit mortgagee can apply to the court to prohibit conduct which is, or threatens to be, oppressive or unfairly prejudicial to the applicant or unfairly disregards the interests of the applicant
- s. 135(3) The court can order the prohibition of the oppressive conduct and compensation
- s. 136 Any remedies in the Act do not prohibit other remedies unless the Act specifically provides
- s. 137 Offences (see Checklist #40 for further details)
- s. 137(3) Limitation period is for two years from the date the offence is discovered
- s. 137(4) The court can, when hearing the offence matter, make an order requiring the person convicted to comply, if the court has the jurisdiction to make the order
- s. 150 A unit purchaser in a phased condominium corporation can bring an action for damages for false or misleading statements made by the developer
- s. 154 Application to terminate a mutual use agreement in a phased condominium corporation
- s. 173 Application by lessor to terminate a leasehold condominium corporation

### Checklist 40 — Offences

The following are the sections of the Act with which a person or corporation's failure to comply will constitute an offence (s. 137).

- s. 43(1), (3) Failure of the developer board to call and hold the turn-over meeting;
- s. 43(4), (5) Failure of the developer to turn over to the corporation at the turn-over meeting or within 30 days afterward the items listed in Checklist #8
- s. 43(7) Failure to deliver to the board the audited financial statements of the corporation within 60 days after the turn-over meeting
- s. 55(1) Failure to keep adequate records as required by the Act:
  1. the financial records of the corporation that must be retained for at least 6 years from the end of the last fiscal period to which they relate (s. 55(2));
  2. a minute book containing the minutes of owners' and board meetings;
  3. a copy of the declaration, by-laws and rules;
  4. all lists, items, records and other documents mentioned in s. 43(4) and (5);
  5. the performance audit report described in s. 44(8) if applicable;
  6. the record of owners and mortgagees and their addresses of service and the notices of leases (ss. 47(2) and 83(3));
  7. a record of all reserve fund studies and all plans to increase the reserve fund (s. 94(8));



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8. a copy of all agreements entered into by or on behalf of the corporation;
9. the report that the condominium receives from an inspector appointed by the court (s. 130(5));
10. all other records which may be specified in the by-laws of the corporation;
11. proxies for a meeting of owners for 90 days following the date of the meeting (s. 52(7));
12. all the disclosure materials required by the Act, including the table of contents and the budget

72(1) Failure to deliver a disclosure statement to purchaser

81 The obligation imposed on a developer to ensure that all moneys that relate to an agreement of purchase and sale, a reservation agreement or on account of the sale of a proposed unit be transferred to the developer's solicitor or a trustee, as specified in the regulations;

115(1) Failure of any person or corporation the Act requires to hold money and any interest earned thereon in trust

115(2), (3) Failure of any person or corporation to establish general and reserve accounts in the name of the corporation and to keep those accounts with a bank, trust company, credit union or Province of Ontario Savings Office

115(4) Failure of a person who receives money on behalf of or for the benefit of the corporation to pay it into a general or reserve fund account subject to the approved investments as set out in the Act

115(9) Failure to keep records of moneys received on behalf of or for the benefit of the corporation or to make the records available for examination

118 Refusal to permit a political candidate or representative of one to enter the building

133(1) Where material or information is required by the Act to be supplied and a developer makes a statement or supplies material that is both material and false, deceptive or misleading, or omits a material statement or information

143 Failure to provide disclosure statements to purchasers of a common elements condominium corporation

147 Failure to provide disclosure statements to purchasers of a phased condominium corporation

152(1), (2) Failure to comply with additional turn-over obligations for a phased condominium corporation

161 Failure to provide disclosure statements to purchasers of a vacant land condominium corporation

169 Failure to provide disclosure statements to purchasers of a leasehold condominium corporation

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### Checklists 41 — Common Elements Condominium Corporations (CECCs)

- s. 1 Definition of "owner" for a common elements condominium corporation (CECC)
- s. 6(2) Freehold condominium corporation includes a CECC
- s. 15(4) A CECC constitutes a parcel for realty tax purposes
- s. 44 A CECC must undertake a performance audit
- s. 138(3) The requirements for registration of a CECC — freehold, not vacant land or, except as provided in the Regulations, phased condominium corporation
- s. 139 Owners of an interest in a CECC must also own a separate parcel of tied land (POTL) in the same land registry division
- s. 139(2) An interest in a CECC is not severable from the interest in a POTL
- s. 139(3) A POTL can be subdivided but the interest in the CECC must be jointly owned by the owners of the newly created POTL
- s. 139(6) There is a right to a lien for the non-payment of the common expenses payable to the CECC which only has priority over the mortgagee if the mortgagee consented to the registration of the CECC or to the priority of the lien or the mortgage is registered after the lien
- s. 140 Requirements for the declaration of a CECC in addition to those set out in s. 7
- s. 141 Provisions contained in s. 8 regarding descriptions that do not apply to CECCs
- s. 142 The Planning Act s. 50 does not apply to the transfer of an interest in a CECC
- s. 143 Requirements for disclosure at the time of sale are additional to those set out in s. 72
- s. 144 Repair, maintenance and insurance obligations are modified for a CECC

### Checklist 42 — Phased Condominium Corporations (PCCs)

- s. 6(2) A phased condominium corporation (PCC) is a type of freehold condominium corporation
- s. 20(2) Certain easements are created upon creation of a phase
- s. 138(3) A common elements condominium corporation can be a PCC subject to what is provided in the regulations
- s. 145 The requirements for registration of a PCC must be a standard condominium corporation, not vacant land or common elements condominium corporation
- s. 146(1) Phases need to be created in the blocks of numbers of units
- s. 146(3) Phases are created by the amendment to a declaration and description without the consent of the owners (see, s. 146(7))
- s. 146(8), (9) A phase can be created when all the buildings and facilities are built or security is lodged with the local authorities to ensure the independent operation of the corporation if no additional phases are built



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- 146(11) Restrictions are imposed governing when the security can be released
- 147 Disclosure requirements for PCCs in addition to those set out in s. 72
- 148 Additional information which must be included in a status certificate (see s. 76) for a PCC unit
- 149 The developer has obligations to existing phases before the registration of a subsequent phase can occur
- 149(2) Circumstances where an existing condominium corporation can apply for an injunction against registration of phase
- 149(5) If an injunction is granted the developer is prohibited from registering the phase as a separate condominium until at least 120 days have passed
- 150 Once a phase is registered an owner in an earlier phase may have a cause of action for damages
- 151 Upon registration of a phase automatic easements become effective
- 152 The developer is bound by turn-over obligations (see s. 43)
- 152(6) The developer, if still the owner of a majority of the units, can request that the board hold a meeting to elect directors within 30 days after a phase is registered
- 153 Registration of a residential phase gives rise to the obligation to perform a performance audit under s. 44
- 153(3) Financial statements for the corporation required by s. 66(2) must be prepared within 90 days of creating the phase
- 153(4) Within the prescribed time after creating the phase a reserve fund study must be prepared under s. 94
- 154 Some agreements can be terminated after creating the phase

## Checklists 43 — Vacant Land Condominium Corporations (VLCCs)

- 6(2) A vacant land condominium corporation (VLCC) is a freehold condominium corporation
- 9(12) A VLCC must be approved under s. 52 of the *Planning Act*
- 138(3) A common elements condominium corporation cannot be a VLCC
- 145(1) A VLCC cannot be a phased condominium corporation, except as provided in the regulations
- 155(1) A VLCC cannot be created where there are no buildings on the units and units are not stacked
- 155(3) A VLCC must be freehold and may be phased
- 156(1) Additional requirements for a declaration (see s. 7) of a VLCC
- 156(2) Restrictions can be imposed in the declaration that are consistent with terms imposed by the approval authority
- 157(1) Additional requirements for the description (see s. 8) of a VLCC
- 158(1) The developer is obliged to construct common facilities or bond their completion as permitted by the approval authority

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- s. 158(2), (3) Provisions which govern the partial or full release of the approval authority's conditions (s. 159(1)). Buildings erected after registration become part of the real property
- s. 159(2) Unit owners are responsible for insuring their own units (see s. 99)
- s. 160 By-laws can be enacted to deal with maintenance and repair if this is not dealt with in the declaration
- s. 161 A disclosure statement (see s. 72) must include a statement re facilities and services to be provided, if any, by the local government
- s. 162 Owners maintain and repair their units while the VLCC maintains and repairs the common elements — the obligation to repair includes repair after failure and the obligation to maintain includes repair after normal wear and tear
- s. 162(5), (6) Work to be done by an owner if not done can be done by the corporation and the costs are recoverable as common expenses
- s. 163(1) Owners have the right, when substantial damage occurs to their units, to rebuild or not
- s. 163(2) The election not to rebuild results in the owner having to restore the unit to its original condition; the corporation can do so at the cost of the unit owner if not done and the cost is a common expense for that unit
- s. 163(3), (4) If an owner elects to restore the buildings and does not do so the corporation can do so and the cost is a common expense for that unit

## Checklist 44 — Leasehold Condominium Corporations (LCCs)

- s. 1 Definition of lessor/owner
- s. 6(3) Registration may create a leasehold condominium corporation (LCC)
- s. 6(4) Declaration must state if it is a LCC
- s. 72(3) Disclosure statement must indicate if the condominium is a LCC
- s. 119 Lessor of a LCC must comply with the Act, declaration, by-laws and rules
- s. 120 Two or more LCCs can amalgamate
- ss. 130, 131, 134 The lessor of a LCC has the right to apply for the appointment of an inspector (s. 130), administrator (s. 131) or a compliance order (s. 134)
- s. 164 Creation of a LCC
- s. 165(1) Lessor's interest in a leasehold condominium unit will not merge with the legal title
- s. 165(3) Leasehold terms shall be for a minimum term of 40 and a maximum of 99 years, not including renewals
- s. 165(4) An interest in a leasehold condominium unit can be transferred, etc., without the consent of the lessor
- s. 165(7) The *Residential Tenancies Act, 2006* does not apply to a condominium leasehold interest but does apply to the rental of the leasehold interest
- s. 166 There are additional requirements for the declaration (see s. 7) of a LCC



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- s. 166(3) Leasehold interests in the property are not binding unless included in the declaration
- s. 166(4) The lessor must consent to an amendment to the declaration (see s. 107)
- s. 167(1) There are additional requirements for the description (see s. 8) of a LCC and the buildings and improvements to the property form part of the property
- s. 167(3) The lessor must consent to the amendment of a description of a LCC (see s. 107)
- s. 168(1) The corporation exercises all the leasehold unit-owners' rights with respect to the leasehold
- s. 168(3) Disputes between the lessor and the corporation shall be submitted to mediation and arbitration (see s. 132)
- s. 169 There are additional disclosure requirements (see s. 72) for a LCC
- s. 170 There are additional requirements for a status certificate (see s. 76) when issued for a LCC
- s. 171 Ground rent paid to the lessor is a common expense of the LCC
- s. 172 The LCC cannot terminate (see ss. 122-126) without the consent of the lessor
- s. 173 The lessor can only terminate a leasehold interest in a unit by court order terminating all the leasehold interests and only for non-payment of rent or failure to comply with a court order
- s. 174 Special provisions regarding renewal and deemed renewal and notice to the leasehold unit owners
- s. 174(5) Leasehold unit owners can vote for termination once they are advised of renewal
- s. 174(7) The lessor must register a prescribed notice in the land registry office indicating whether the lease has been renewed or not
- s. 174(8) New provisions agreed upon in a renewal of ground lease are deemed to form part of the declaration of the LCC without the application of s. 107
- s. 175 Effects of terminating the LCC
- s. 175(4) Before termination, the LCC shall appoint a trustee to distribute the proceeds in accordance with this section

## Checklists 45 — Human Rights Code

The relationship between a condominium corporation and unit owners and renters is governed by the *Human Rights Code* (Ontario). It should be noted that the *Canadian Charter of Rights and Freedoms* does not apply to relationships between private parties. The following checklist indicates what limitations on rights are imposed by the Code.

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### ***Rights to Equal Treatment Without Discrimination***

*Note:* "Equal" means subject to all requirements, qualifications and considerations that are not a prohibited ground of discrimination (see below for a list of the prohibited grounds of discrimination):

- with respect to services, goods and facilities (s. 1)
- with respect to the occupancy of accommodation (s. 2(1))
  - including sixteen- or seventeen-year-old person who has withdrawn from parental control (s. 4(1))
- to contract on equal terms (s. 3)

### ***Prohibited Grounds of Discrimination Under the Human Rights Code***

1. Race
2. Ancestry
3. Place of origin
4. Colour
5. Ethnic origin
6. Citizenship
7. Creed — i.e., religion or system of beliefs
8. Sex
  - includes fact that woman is or may become pregnant (s. 10(2))
9. Sexual orientation
10. Gender identity
11. Gender expression
12. Age
  - "age" means an age that is 18 years or more (s. 10)
  - right not infringed where age of 65 years or over is a requirement, qualification or consideration for preferential treatment (s. 15)
13. Marital status
  - "marital status" means the status of being married, single, widowed, divorced or separated and includes the status of living with a person in a conjugal relationship outside marriage (s. 10)
14. Family status
  - "family status" means the status of being in a parent and child relationship
15. Disability
  - "disability" means
    - (a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,
    - (b) a condition of mental impairment or a developmental disability,



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- (c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- (d) a mental disorder, or
- (e) an injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safety and Insurance Act, 1997* (s. 10)

- includes where person has or has had a disability or is believed to have or to have had a disability (s. 10(3))

16. Whether the person is in receipt of public assistance (only in context of occupancy of accomodation — see s. 2)

### ***Rights of Occupant to Freedom from Harassment by the Landlord or Agent of the Landlord or by an Occupant of the Same Building***

*Note:* “Harassment” means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome (s. 10).

- Generally (s. 2(2))
- On sexual grounds (s. 7)