

CITATION: PCC No. 304 v. Goncza, 2025 ONSC 3665
COURT FILE NO.: CV-25-739-0000
DATE: 2025-05-26

SUPERIOR COURT OF JUSTICE – ONTARIO

7755 Hurontario Street, Brampton ON L6W 4T6

RE: PEEL CONDOMINIUM CORPORATION NO. 304, Applicant

AND:

GONCZA, STELLA
GONCZA, RICK
THE ESTATE OF LEONARD GONCZA, DECEASED, Respondents

BEFORE: Justice Emery

COUNSEL: Molloy, Megan for the applicant
mmolloy@elia.org

No-one appearing for the respondents, although duly served

HEARD: May 15, 2025, by video conference

ENDORSEMENT

- [1] This Application was brought by the applicant condominium corporation (“PCC 304” or “the corporation”) under s. 134 of the *Condominium Act 1998* (the “Act”) to enforce the Act as well as its own Declaration.
- [2] The respondents Stella Goncza and the Estate of Leonard Goncza, deceased, are the owners of unit #708, 20 Cherrytree Drive in Brampton. Mrs. Goncza’s son and caregiver, the respondent Rick Goncza (“Rick”), resides with her in the unit. Rick has been denying access to unit #708 by the applicant or its representatives after making a reasonable request for that access to fix a problem that is causing a leak to unit #608 below.
- [3] There is also evidence that Rick has acted in a hostile manner to the property

management company for the corporation and to other unit owners, contrary to the Declaration.

- [4] The respondents have been served with the application materials. They have not filed any responding materials and they did not appear on the Application today.
- [5] The Application therefore proceeded unopposed.

Facts and law

- [6] The corporation sets out a summary of the evidence given by the property manager Nisha Sapkota in her affidavits dated February 24, 2025 and March 13, 2025 in support of the requested order. Ms. Sapkota is the on-site property manager employed by GPM Property Management Team retained by the corporation. GPM was acting at all material times as an agent of PCC 304. In this summary, Rick is referred to as the “Occupant”:

History of Disturbing Conduct

16. Since approximately fall 2024, the Occupant has engaged in inappropriate, disturbing, dangerous, harassing, hazardous, and/or illegal conduct within the Unit and on PCC 304’s common elements, contrary to the Act and Governing Documents. Multiple resident complaints have been received regarding his conduct, including, but not limited to: i) approaching other residents on the common elements or at their units in a disturbing behaviour, such as aggressively soliciting cash, assistance, and non-perishable food; ii) engaging in confrontational, antagonistic, and intimidating conduct against PCC 304’s staff and contractors; iii) repeatedly calling residents, including Directors, demanding assistance with irrelevant matters, including the delivery of water bottles, claiming that the water in his unit has been poisoned by Management, and requesting for \$20 in cash for food for his mother —often using verbally abusive language and an aggressive tone.

17. The Occupant has repeatedly attended and/or called the Management Office claiming that Management is contaminating the tap water in the Unit, and asserting Ms. Sapkota is an imposter. The Occupant has also left inappropriate voicemails at the Management Office and has exhibited aggressive behavior during both in-person interactions and phone calls, including threatened to send all of PCC 304’s Staff members to jail on multiple occasions.

18. The Occupant’s conduct raises concerns with respect to health, safety, and the quiet enjoyment of the Property. Additionally, his actions

have directly interfered with Ms. Sapkota's ability to perform her duties effectively and have included attempts to undermine her authority. Specifically, the Occupant appears to be of the belief that PCC 304. Board and Management are obligated to provide him with financial support as he pays common expense fees for the Unit.

19. On or about October 25, 2024, a resident of Unit 608, which is located directly below the Unit, telephoned PCC 304's Security Staff and advised that there was a leak emanating through the ceiling fan in the bathroom of that unit and confirmed that water was pooling on the bathroom floor. The resident also sent an email to Management enclosing photos and a video evidencing the water escape. Upon notification of the leak, Ms. Sapkota and PCC 304's Security Staff immediately attended at the Unit to attempt to isolate the source of the leak, assess the damage caused by the water escape, and arrange for any urgent mitigation work.

20. Ms. Sapkota subsequently attended at the Unit with PCC 304's on-duty Security Guard, as well as PCC 304's Superintendent, Maria Correia. When emergency access to the Unit was requested to investigate the source of the leak, the Occupant refused entry, and began verbally harassing us during this interaction. In response, Ms. Sapkota called 911, but was subsequently advised by attending Police officers that they could not force entry, as they deemed the water damage to Unit 608 insufficient to justify such measures. In the interim, Ms. Sapkota instructed the residents of Unit 608 to monitor the leak and inform her if there were any signs of recurrence.

21. In or about early November 2024, Ms. Sapkota received complaints from multiple unit owners on the 7th floor of the Property advising that they were being harassed by the Occupant. On or about November 16, 2024, the resident of Unit 608 called PCC 304's Security Staff and reported that the leak in their bathroom had reoccurred, and there was an increasing amount of water dripping onto the bathroom floor from the exhaust fan area. PCC 304's Superintendent immediately attended at Unit 608 to inspect the leak and to mitigate any damage.

22. On November 19, 2024, Ms. Sapkota issued correspondence to the Owner, advising that access was required to the Unit by PCC 304's contractor, Pristine Waterworks ("Pristine"), on November 21, 2024 to investigate an ongoing leak affecting the unit below, and citing relevant authorities. She also reminded the Owner that compliance with the Governing Documents was required, and that in the event that the Unit was determined to be the source of the leak, all related plumbing and drywall costs would be charged back to the Unit.

23. On November 21, 2024, Ms. Sapkota received the copies of the photographs and video taken by Ms. Correia on November 16, 2024, evidencing the water emanating from the fan exhaust and pooling on the bathroom floor of Unit 608. The same day, Ms. Sapkota attended at the Unit with Peter Fabris, a plumber from Pristine, and PCC 304's Superintendent, Ms. Correia. While the Occupant granted entry to the Unit, he then refused to provide Pristine with access to the bathroom of the Unit for an inspection of the toilet, the suspected source of the leak. As a result of this restricted access, the inspection was cancelled. The Occupant was exhibiting aggressive behaviour throughout the entire attendance, which created an unsafe working environment.

24. On November 29, 2024, Ms. Sapkota issued further correspondence to the Owner, confirming that access to the Unit required by PCC 304's contractor to investigate the persisting leak was denied on both October 25, 2024 and (partially) on November 21, 2024, as well as the Occupant's unacceptable conduct. Ms. Sapkota advised that the inspection was rescheduled for December 4, 2024, and confirmed the Owner's obligations to comply. She reiterated that the Occupant was to refrain from knocking on residents' doors and/or interfering with their enjoyment of the Property, and that any further incidents would be referred to PCC 304's solicitor.

25. On December 4, 2024, Ms. Sapkota attended at the Unit along with Mr. Fabris from Pristine, PCC 304's late Security Supervisor, Bryant Boyko, and Assistant Superintendent, Lucia Raposo. Despite attempts to gain entry to the Unit to inspect the bathroom, access was again denied by the Occupant. Despite again contacting the Police and requesting their intervention to obtain the necessary access to the Unit, attending Police officers again advised they could not force entry, as they deemed the water damage to Unit 608 insufficient to justify such measures. Instead, the Police advised to involve PCC 304's legal counsel going forward. The Occupant was also advised by Police that the matter would be escalated to the Court for compliance.

26. As a result of the Occupant's ongoing hostile, harassing, and disruptive conduct, as well as his refusal to grant PCC 304 and its contractor the necessary access to the Unit, PCC 304 proceeded to engage its legal counsel, Elia Associates ("Elia"), to contact the Unit Owner and Occupant to address the within issues. This action was taken in accordance with PCC 304's obligations under the Act and OHSA, including its mandate to protect staff and agents from harassment and prevent any condition that could cause injury to an individual or damage to its property.

27. On December 10, 2024, Elia issued correspondence to the Owner, detailing the Occupant's refusal to permit PCC 304 with the necessary access to the Unit, outlining the Occupant's disturbing behaviour, and seeking the Owner's assistance in effecting voluntary compliance with respect to same. Elia confirmed that another inspection of the Unit had been scheduled for December 19, 2024, and advised that, in the event the necessary access was not provided, it would commence litigation to seek an Order compelling compliance.

28. On December 13 and 16, 2024, Elia received a total of nine (9) lengthy voicemails from the Occupant, which are difficult to understand, but appear to contain reiterations of the letter issued by Elia to the Owner on December 10, 2024, as well as various allegations against PCC 304, its Directors, Management, and legal counsel.

29. On December 19, 2024, Ms. Sapkota attended at the Unit with Mr. Fabris of Pristine, PCC 304's Security Supervisor, the late Mr. Boyko, and Assistant Superintendent, Ms. Raposo. Despite attempts to gain entry to the Unit to inspect the bathroom, access was again denied by the Occupant. On December 20, 2024, the Occupant left two additional voicemails for Mr. Sandhu of Elia, which are again difficult to understand, but appear to contain reiterations of the letter issued by Elia to the Owner

on December 10, 2024, as well as various allegations against PCC 304, its Directors, Management, and legal counsel.

30. On January 15, 2025, Elia issued further correspondence to the Owner and Occupant, confirming its understanding that the water leak was actively emanating from the Unit into the unit below, and the Occupant's persisting obstruction in providing PCC 304 with the required access to the Unit to investigate same. Elia advised that PCC 304 had made further arrangements to have Pristine attend at the Unit for an inspection on January 17, 2025, and sought cooperation in permitting the necessary access. The letter advised that, in the event there was no response or cooperation, PCC 304 would commence an Application to the Court for compliance, and confirmed it was in the process of drafting a Notice of Application with respect to same.

31. On January 17, 2025, Ms. Sapkota attended at the Unit with Mr. Fabris of Pristine (now Cobra Plumbing as of January 1, 2025), PCC 304's Security Supervisor, the late Mr. Boyko, and Assistant Superintendent, Ms. Raposo. Despite attempts to gain entry to inspect the bathroom, access was again denied by the Occupant, who advised that he does not believe that there is any leak impacting Unit 608, and again accused Management of contaminating the water in the Unit.

32. In light of the relenting conduct of the Occupant, and the failure of the Respondents to comply with PCC 304's requests that they permit PCC 304 and its contractor with the necessary access to the Unit for an inspection to address an ongoing dangerous condition as required in order to fulfill its own statutory obligations, PCC 304 instructed Elia to issue the Notice of Application.

33. On February 14, 2025, Ms. Sapkota visited Unit 608 to inspect the leak and the condition of the bathroom. Although there did not appear to be water actively dripping from the exhaust fan, a strong moldy smell was observed in the bathroom due to apparent moisture build up.

34. On February 22, 2025, Ms. Sapkota received an email from the residents of Unit 608 seeking an update with respect to the status of the leak remediation and advising of health concerns caused by mold resulting from the leak.

35. On February 23, 2025, a resident of Unit 608 called PCC 304's Security Staff to report that another leak had appeared in ceiling of the second bathroom, which was spreading towards the laundry room. Security met with the residents to inspect the leak and took a photo and a video.

36. On February 28, 2025, PCC 304's Superintendent visited Unit 808, the unit located directly above the Unit, to inspect the main bathroom for any signs of leakage that could be impacting Unit 608 in an attempt to narrow the source of the water escape; however, no potential sources of leakage were identified. PCC 304 continues to suspect that the leak is originating from the Unit.

37. On or about March 4, 2025, the resident of Unit 608 provided me with a doctor's note confirming that she is suffering from "recurrent spontaneous urticaria, ... most likely triggered by significant exposure to household dust and mold." The residents of Unit 608 continue to follow up with me on a frequent basis seeking a permanent resolution to the water emanation into their unit and related mold issues, which is impacting their health.

Occupant has Failed to Comply

38. Despite PCC 304's reasonable requests for cooperation in effecting the Occupant's compliance, his conduct persists, and: i) has unreasonably interfered with the use and enjoyment of the common elements; ii) has threatened the health, safety, and well being of PCC 304's community; iii) constitutes workplace harassment against PCC 304's staff; and iv) creates a dangerous condition that may cause injury to individuals and/or damage to the common elements and a nuisance, annoyance, or disruption contrary to Section 117 of the Act, which the Applicant cannot permit.

39. The Occupant appears to be unwilling to voluntarily permit access to the Unit and is incapable of recognizing the seriousness of these breaches or their impact on others. The Owner appears to have no control over the Occupant and has failed to enforce compliance, allowing these violations to persist. In light of the foregoing, it has become necessary to seek intervention from this Honourable Court in imposing a permanent solution to these issues.

[7] This evidence is uncontradicted.

[8] PCC 304 has filed extensive materials, summarized in its factum. I find that PCC 304 had the legal basis to seek the Orders requested in the Notice of Application and that the Respondents have breached their obligations to corporation and to the other owners under the following sections of the Act:

- a. S. 19 and Article XIII (1) of the Declaration – gives the corporation authority to enter the unit for the purpose of making inspections, adjusting losses, managing repairs or remedying any condition that may result in damage or loss to property, and in the case of an emergency, to enter into a unit at any time and without notice to repair the unit or common elements.
- b. S. 89-91 and Article VI – confirms the responsibility for the maintenance of the unit is the responsibility of the unit owner.

- c. S. 92 – provides that if an owner has an obligation to maintain and/or repair their unit after damage and fails to carry out that obligation within a reasonable time, the corporation shall undertake that work necessary to carry out the obligation. The owner in that regard shall be deemed to have consented to the work, and the costs of the work shall be added to the owner’s contribution to the common expenses.
- d. S. 117 – Subsection (1) requires the corporation to ensure that no conditions exist or that there are any activities taking place in any unit or on its common elements that are likely to cause injury to an individual or damage to its property. Subsection (2) prohibits the carrying out of any activity that results in the creation or continuation of any unreasonable noise or other prescribed nuisance, annoyance or disruption to an individual in a unit, the common elements or the other assets of the corporation.
- e. S. 119 – requires that both the corporation and its owners comply with the Act and its Governing Documents.

Order

- [9] Based on the evidence, I find that the respondents have breach their obligations in failing to allow the corporation to enter their unit to inspect and repair the leak. I find that Rick in particular has conducted himself in a rude and offensive manner. This conduct threatens the wellbeing of the staff and agents of the corporation and of other unit owners.
- [10] As a result of the evidence and the law provided to me on the Application, I made the Order granted on May 15, 2025. The terms of that order were necessary to compel Rick, and by extension his mother, to cooperate with PCC 304 when asked for access to their unit for repair and maintenance purposes. Rick is also ordered to cease and desist from conducting himself in the offensive manner and to treat the representatives and staff as well as other unit owners and their guests

respectfully. Appropriate conduct is necessary to live cooperatively in a condominium community, as in any other community.

Conclusion

[11] I find that PCC 304 has proven its entitlement to the relief sought on the Application. Order to go in the form and content of the draft filed.

Costs

[12] The respondents have not complied voluntarily with their statutory obligations, including the obligations they owed under the Declaration and by-laws of the corporation. They are therefore responsible for the costs incurred by the PCC 304 to enforce those obligations. The corporation must also be mindful about the rights of other members of the corporation, as well as the mutual obligations that owners owe each other.

[13] The law of costs relating to condominium corporations provides that those other owners ought not to be burdened with the legal costs incurred by the corporation. In other words, other owners unrelated to the dispute should not have to shoulder part of the cost incurred by a corporation to bring an Application to compel compliance of one owner. In previous cases, the court recognized the circumstances in which a respondent should be responsible for the costs of an Application that was found necessary, on a full recovery basis: *York Condominium Corporation NO. 187 v. Sandhu*, 2019 ONSC 4779 at paras. 36,40,41 and 45, and *Chan v. Toronto Standard Condominium Corp. No. 1834*, 2012 ONSC 312, at para. 9.

[14] I have reviewed the Bill of Costs filed by PCC 304. I find the hourly rate of \$425 for Ms. Molloy to be reasonable for a lawyer of 11 years experience. I also find the 10.3 hours she spent to seek the voluntary compliance of the Respondents before the Application was issued to be reasonable, as well as the 20.8 hours for the legal work to prepare, serve, file and present the Application, for a total of 31.1 hours.

The calculated value of \$14,935.78 for fees and \$2,172.41 for disbursements (including \$540 to serve the Respondents) add up to a total of \$17,108.19 inclusive of HST. I find that this amount is a fair, reasonable and proportionate amount to award to PCC 304 under all the circumstances.

- [15] The corporation asks that the costs order it seeks be made against the respondents, jointly and severally. Joint and several liability for costs on a full recovery basis was found against parents who were the owners of a unit and their occupant son in *York Condominium Corporation No. 188 v. Chaudhry et al.*, 2021 ONSC 7027. In that case, joint and several liability for costs was ordered for the conduct of the son and the failure of the parents to ensure compliant behavior with their obligations as unit owners.
- [16] Costs of the application are awarded to the applicant in the amount of \$17,108.12 jointly and severally against all respondents. This costs order is joint and several as against Stella Goncza and the Estate of Leonard Goncza, deceased as the owners of the unit together with Rick Goncza as the occupant and who has conducted himself in such a way that necessitated the Application.
- [17] I further order that these costs are an award of costs that may be added to the common expenses for unit #708 under s. 134(5) of the Act.

Released: May 26, 2025

Emery J.