

CITATION: *Hastings Condominium Corporation No. 4 v. Boyce*, 2025 ONSC 6159
COURT FILE NO.: CV-24-336
DATE: 2025/11/03

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:

HASTINGS CONDOMINIUM
CORPORATION NO. 4

Applicant

)
)
)
) Emily Deng, for the applicant
)
)

– and –

PETER BOYCE

Respondent

)
) Peter Boyce, as a self-represented
) respondent
)
)

) **HEARD:** March 3, 2025 (Hybrid hearing)
) and, thereafter, additional written
) submissions
)
)

INTERIM RULING

Corthorn J.

Introduction

[1] The applicant condominium corporation (“HCC No. 4”) is responsible for the management and operation of a residential condominium complex located in Belleville, Ontario. HCC No. 4 seeks relief related to the respondent’s alleged failure to comply with his obligations as a condominium unit owner. That alleged failure to comply take three forms.

[2] First, HCC No. 4 asserts that, in 2022, Mr. Boyce began to harass individual representatives of the condominium corporation; the harassing conduct is said to have continued in 2024. The individuals targeted include members of the Board of Directors and at least one contractor hired by HCC No. 4 to carry out work at the condominium complex.

[3] Second, HCC No. 4 asserts that, in both 2023 and 2024, Mr. Boyce failed, personally, or failed to permit independent contractors hired by HCC No. 4 to maintain his exclusive-use yard in compliance with HCC No. 4’s governing rules.

[4] Last, HCC No. 4 asserts that, in both 2023 and 2024, Mr. Boyce failed to comply with the *Condominium Act, 1998*, S.O. 1998, c. 19 (“the *Act*”) and the governing provisions of the condominium corporation’s Declaration (“the Declaration”). The alleged failure relates to access to, and a common element (sump pump) located in, Mr. Boyce’s unit (“the Unit”).

[5] Mr. Boyce denies that he engaged in harassment of HCC No. 4’s board members and independent contractors. Mr. Boyce acknowledges that he refused and continues to refuse to permit HCC No. 4’s independent contractors to carry out maintenance of his exclusive-use yard. Mr. Boyce bases his refusal in that regard on the following factors:

- Mr. Boyce’s cats prefer natural grass to a mowed lawn;
- Mr. Boyce is protesting HCC No. 4’s failure to address issues he has raised over time;
- Mr. Boyce asserts that HCC No. 4 does not acknowledge (let alone address) issues he raises about the Unit or about the condominium complex more broadly; and
- Mr. Boyce believes that he is being singled out by HCC No. 4.

[6] To Mr. Boyce’s credit, on the return of the application in early March 2025, he acknowledged that the sump pump located in the Unit forms part of the common elements of HCC No. 4. That sump pump operates for the benefit of several units, including Mr. Boyce’s, situated in one of the buildings in the condominium complex.

[7] HCC No. 4 seeks declaratory relief regarding Mr. Boyce’s conduct. In addition, HCC No. 4 asks the court to,

- a) make a cease and desist order;
- b) grant HCC No. 4 immediate access to the Unit to facilitate maintenance of the Unit’s front and side yards;
- c) facilitate the involvement of the Sheriff or a provincial law enforcement office to ensure that effect is given to the order made;
- d) prohibit Mr. Boyce from communicating verbally or in writing with members of the Board of Directors and other individuals; and
- e) order that Mr. Boyce fully indemnify HCC No. 4 for expenses incurred specifically because of his failure to comply with either the *Act* or the Declaration.

[8] Last, HCC No. 4 seeks its costs of the application on a full-indemnity basis.

The Issues

[9] The following issues are determined in this ruling:

1. By his conduct, did Mr. Boyce breach one or more of the *Act* and HCC No. 4’s governing documents?
2. If the answer to Issue No. 1 is “yes”, to what relief is HCC No. 4 entitled?

[10] Before turning to Issue No. 1, I will first review the evidentiary record.

The Evidentiary Record

a) The Applicant Condominium Corporation’s Materials

[11] HCC No. 4 filed an application record and a supplementary record. Each record includes an affidavit from David Howard – “the 2024 Howard affidavit” and the “2025 Howard affidavit” (collectively “the Howard affidavits”). The latter affidavit was delivered in response to the materials filed by Mr. Boyce.

[12] Both Howard affidavits include the following statement, from Mr. Howard, regarding evidence based on information and belief: “Where I do not have personal knowledge of the matters, but am deposing based on information and belief, I have stated as such, and I do believe that information to be true.”

[13] Mr. Howard has been the property manager for HCC No. 4 since October 2017. Much of the communication on behalf of HCC No. 4 with Mr. Boyce was by Mr. Howard. At paragraphs 35 and 36 of the 2024 Howard affidavit, Mr. Howard refers to communication between HCC No. 4’s legal counsel and Mr. Boyce. Mr. Howard does so without identifying the contents of paragraphs 35 and 36 as based on information and belief.

[14] In paragraph 30 of the 2025 Howard affidavit, Mr. Howard sets out information about a June 2022 incident between Mr. Boyce and an employee of Great Lawn Property Maintenance (“GLPM”), at the latter’s personal residence. Mr. Howard does not identify the source of the information upon which the contents of that paragraph are based.

[15] The consequences of Mr. Howard’s failure to identify sources of information upon which portions of his affidavits are based are addressed below, where relevant to Issue No. 1 or Issue No. 2: see r. 39.01(5) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194 (“the *Rules*”).

b) The Respondent's Materials

[16] Mr. Boyce filed a document titled, “Responding Application Record of the Respondent” (“the responding record”). That record includes a 24-page affidavit affirmed by Mr. Boyce before a Commissioner for Taking Affidavits (“the Boyce affidavit”).

[17] The Boyce affidavit consists of a single page of substantive contents; a two-page handwritten index to exhibits “A” to “Z”; 20 pages in which those exhibits are sequentially set out; and a final page on which only Mr. Boyce’s signature and the signature of a Commissioner for Taking Affidavits appear.

[18] Mr. Boyce relied on Form 4D to prepare his affidavit. That form is available online.

[19] The Boyce affidavit does not comply with r. 4.06 regarding the format and contents of an affidavit, including the exhibits. Most of the substantive text on the first page of the affidavit is expressed in something other than the first person: see r. 4.06(1)(b). The paragraphs of the substantive text are not consecutively numbered and are not “confined as far as possible to a particular statement of fact”: see r. 4.06(1)(d).

[20] The exhibits to the Boyce affidavit appear following the single-page substantive text and before the signature page. The exhibits are not “attached to the affidavit” in accordance with r. 4.06(3)(a). None of the exhibits is “marked as such by the person taking the affidavit” – in this case, the Commissioner for Taking Affidavits (see r. 4.06(3)).

[21] The two-page index to the 26 exhibits begins with the following entry: “Reasons WHY Great Lawn Property Care, GLPC, are NO longer allowed on my property @ 61-23 Tracey Park Drive, Belleville”. That entry is followed by a list of emails dated from December 2019 forward and a series of photographs of a lilac tree said to be part of the exclusive-use yard.

[22] In the substantive text of his affidavit, Mr. Boyce does not refer in any way to the exhibits; nor does Mr. Boyce adopt, as his evidence, the contents of any of the emails. Simply put, the 20 pages of exhibits are not attached to the Boyce affidavit in compliance with r. 4.06(3). Even if the exhibits were properly attached to the affidavit, in the absence of any adoption by Mr. Boyce of the contents of the exhibits as his evidence the exhibits would be nothing more than evidence of the existence of the emails and photographs; the substantive contents of the emails and photographs would not be evidence.

[23] I recognize that Mr. Boyce is a self-represented litigant.

[24] In 2006, the Canadian Judicial Council adopted the “Statement of Principles on Self-represented Litigants and Accused Persons” (“the Statement”). The Preamble to the Statement includes the following passage: “**Therefore**, judges, court administrators, members of the Bar, legal aid organizations, and government funding agencies each have responsibility to ensure that self-represented persons are provided with fair access to and equal treatment by the court” (emphasis in original).

[25] Section A of the Statement addresses promotion of the rights of self-represented litigants to access justice. The following principle is set out in Section A: “Judges, the courts and other participants in the justice system have a responsibility to promote opportunities for all persons to understand and meaningfully present their case, regardless of representation”.

[26] I pause to note that HCC No. 4 did not bring a motion for an order striking the Boyce affidavit, in whole or in part. On the return of the application, HCC No. 4 did not object to Mr. Boyce making oral submissions, despite his failure to comply with r. 4.06. Nor did HCC No. 4 object to Mr. Boyce making oral submissions despite his failure to comply with r. 38.09(3); Mr. Boyce did not deliver a factum.

[27] The court permitted Mr. Boyce to make oral submissions despite his failure to comply with rr. 4.06 and 38.09(3). The fact that Mr. Boyce was permitted to make oral submissions does not, however, mean that the deficiencies in his materials are remedied and that the court will treat as evidence the substantive contents of the Boyce affidavit or any portion of the 26 exhibits.

[28] Mr. Boyce fell short of meeting the expectations of self-represented litigants. Section C of the Statement sets out three specific expectations of self-represented persons:

1. Self-represented persons are expected to familiarize themselves with the relevant legal practices and procedures pertaining to their case.
2. Self-represented persons are expected to prepare their own case.
3. Self-represented persons are required to be respectful of the court process and the officials within it. Vexatious litigants will not be permitted to abuse the process.

[29] Mr. Boyce was sufficiently familiar with the *Rules* to know to rely on Form 4D when preparing his affidavit; to title his materials as a responding record; and to identify documents attached to his affidavit as exhibits. Based on Mr. Boyce’s approach to preparation of his responding materials, I draw an inference and find that Mr. Boyce was both aware of the *Rules* and capable of familiarizing himself with the requirements for his responding materials, including affidavit evidence.

[30] As a result of Mr. Boyce's failure to fulfil his obligations as a self-represented litigant and to comply with the *Rules*, the evidence before the court from Mr. Boyce is restricted to those portions of the single-page substantive text that (a) comply with r. 4.06, and (b) are admissible as evidence. That evidence is addressed below where relevant to the issues determined in this ruling.

Issue No. 1 – By his conduct, has Mr. Boyce breached one or more of the Act and HCC No. 4's governing documents?

a) Background

[31] The Unit is municipally described as 61-23 Tracey Park Drive; its legal description is Unit 61, Level 1 of HCC No. 4. Mr. Boyce purchased the Unit in June 2016 and has continuously owned it since that month.

[32] In total, HCC No. 4 is comprised of 77 residential units. HCC No. 4 was declared in March 1976. The Declaration addresses topics such as the boundaries of the units (Article IV); exclusive-use of parts of common elements (Article VIII); rights of entry to the units and to exclusive-use common elements (Article X); and the maintenance and repair of common elements (Article XIII).

[33] For the moment, I focus on Article XVII, titled "Units Subject to Declaration". That Article stipulates the obligations of unit owners (and others), including in the event a unit owner intends to lease their unit to a tenant. With Mr. Boyce occupying the Unit, as owner, during the material years, only the first portion of Article XVII is relevant to the issues determined on this application. That portion of Article XVII sets out the following obligations:

All present and future owners, tenants and residents of units shall be subject to and shall comply with the provisions of the declaration, the by-laws and the rules and regulations. The acceptance of a deed or transfer or the entering into a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of this declaration, by-laws and rules and regulations as they may be amended time to time are accepted and ratified by such owner, tenant or resident and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time, any interest or estate in such units as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease.

[34] HCC No. 4's position is that Mr. Boyce failed to comply with Article XVII by virtue of his harassment of board members and others; his conduct regarding his exclusive-use yard; and his lack of co-operation regarding access to a common element (the sump pump) situated in the Unit. I address separately each of the three forms of alleged failure to comply.

b) Alleged Failure to Comply

i) Harassing Conduct

[35] At paragraphs 6 to 8 of his 2024 affidavit, Mr. Howard summarizes Mr. Boyce's conduct in January and February 2022. The types of conduct in which Mr. Boyce is said to have engaged include the following conduct:

- Spreading misinformation about HCC No. 4 board members to residents of the condominium;
- Approaching members of the Board of Directors at their units or on the common elements and accusing them of mismanaging the condominium corporation's funds; and
- Videotaping contractors and their employees, without their consent, while those individuals carried out work related to the common elements.

[36] Mr. Howard does not provide anything other than a general description of Mr. Boyce's conduct. Mr. Howard does not describe any specific incident of the harassing conduct. Mr. Howard does not identify the source of his information about that conduct. For example, the names of individuals said to have been targeted by Mr. Boyce are not provided.

[37] The exhibits to the 2024 Howard affidavit include an eight-page, February 10, 2022 letter from HCC No. 4's counsel sent to Mr. Boyce ("the Letter"). The author of the Letter is a lawyer with the firm by which HCC No. 4 is represented on this application. At pages 2 to 5 of the Letter, the author reviews Mr. Boyce's concerning conduct towards members of the Board of Directors, condominium residents, and independent contractors. The author describes three specific incidents, including by their respective dates, without identifying by name the targets of Mr. Boyce's conduct.

[38] Mr. Howard is not the author of the Letter. Attaching a copy of the Letter as an exhibit to the 2024 Howard affidavit does not make the contents of the Letter evidence. The inclusion of the Letter as an exhibit is evidence of nothing more than the existence of the Letter.

[39] The conduct described by Mr. Howard in paragraphs 6 to 8 of his 2024 affidavit would cause a reasonable person concern. Those paragraphs do not, however, contain admissible evidence supportive of a finding that Mr. Boyce engaged in harassing conduct towards any members of the Board of Directors, condominium residents, or independent contractors.

[40] As another component of Mr. Boyce's harassing conduct, HCC No. 4 points to communication from Mr. Boyce to Mr. Howard about access to the sump pump in the Unit. HCC No. 4 asserts that communication is both harassing and threatening in nature. That conduct is addressed in subsection (iii), below, specifically in relation to access to the sump pump.

[41] I next consider Mr. Boyce's alleged conduct regarding his exclusive-use yard.

ii) Failure to Maintain the Exclusive-Use Yard

[42] Mr. Howard's undisputed and uncontradicted evidence is that, since shortly after its declaration, HCC No. 4 has had a long-standing practice of arranging for lawn-cutting for the exclusive-use yards within the condominium complex.

[43] At paragraph 21 of his 2024 affidavit, Mr. Howard asserts that, pursuant to the Declaration and HCC No. 4's Rules ("the Rules"), "unit owners are required to maintain their yards in a neat and tidy condition and to ensure that the grass is regularly cut (either by cutting the grass themselves or allowing access for [HCC No. 4's] contractors to do so)." Mr. Howard does not cite a specific Article in the Declaration or a specific rule in the Rules.

[44] When addressing this issue in its factum, HCC No. 4 did not cite a specific provision in either the Declaration or the Rules. In oral submissions, HCC No. 4's counsel cited s. 17 of the *Act*, Articles IV and XIII of the Declaration, and r. 2018-07(a) of the Rules.

[45] Section 17 of the *Act* addresses the objects and duties of a condominium corporation. Pursuant to s. 17(3) of the *Act*, a condominium corporation "has a duty to take all reasonable steps to ensure that the owners, the occupiers of the units, the lessees of the common elements and the agents and employees of the corporation comply with [the] *Act*, the declaration, the by-laws, and the rules."

[46] Mr. Boyce does not dispute that he is required to maintain, or to permit HCC No. 4 to maintain, his exclusive-use yard in compliance with the Declaration and the Rules. Mr. Boyce acknowledges that, when read together, the Declaration and the Rules, impose on him the responsibility to keep the exclusive-use yard "tidy at all times" (see r. 2018-07(a)).

[47] Mr. Boyce acknowledges that, from 2015 to 2022, both inclusive, he permitted HCC No. 4's independent contractors access to his exclusive-use yard to cut the lawn.

[48] The parties disagree as to what "tidy" means in relation to exclusive-use yards. Neither party addressed in their original written materials, what "tidy" means in that context. At the court's request, following the oral hearing the parties delivered brief written submissions on a contextual definition of "tidy".

[49] Mr. Boyce’s position is that, by virtue of the yard being for his exclusive use and enjoyment, he is entitled to use the yard as he sees fit. Mr. Boyce submits that the descriptor “tidy” is vague, ambiguous, and lacking in specificity. Mr. Boyce’s position is that, in the absence of a clear definition of “tidy”, his natural-growth, exclusive-use yard complies with the meaning of “tidy” as it appears in r. 2018-07(a).

[50] HCC No. 4 cites the decision of the Court of Appeal for Ontario in *3716724 Canada Inc. v. Carleton Condominium Corporation No. 375*, 2016 ONCA 650, 269 A.C.W.S. (3d) 785. HCC No. 4 relies on the discussion therein regarding the application of the “business judgment rule” to decisions made by a condominium board: see paras. 47-53.

[51] HCC No. 4’s position is that its Board of Directors acted reasonably and in good faith when making decisions regarding the requirements for maintenance of the exclusive-use yards and enforcement of those requirements. HCC No. 4 submits that it is not open to this court to second-guess the decisions made by its Board of Directors in that regard; those decisions are entitled to deference.

[52] HCC No. 4 relies on s. 17(2) of the *Act*. HCC No. 4 submits that its pursuit of enforcement of r. 2018-07(a), as it relates to the condition of Mr. Boyce’s exclusive-use yard, is in fulfilment of HCC No. 4’s “duty to control, manage, and administer the common elements” of the condominium complex.

[53] In its written submissions, delivered following the completion of the hearing in early March 2025, HCC No. 4 raised, for the first time, the concept of compliance with municipal by-laws. HCC No. 4 cites City of Belleville By-Law No. 2012-79, which deals with “Municipal Standards”. Requirements stipulated in that by-law include that (a) yards are kept free of weeds and heavy undergrowth; (b) grasses must be maintained at a “reasonable length”; and (c) yards are to be kept clean and free from termites, rodents, vermin, and other pests.

[54] Relying on the above-noted by-law, HCC No. 4 asserts that Mr. Boyce’s exclusive-use yard does not comply with municipal standards. There is, however, nothing in either of the Howard affidavits that addresses potential failure to comply with municipal standards. There is no evidence of any proceeding taken by the City of Belleville against Mr. Boyce for failure to comply with the relevant standards.

[55] I therefore disregard the written submissions regarding municipal standards and the allegation that Mr. Boyce’s exclusive-use yard is in breach of those standards.

[56] The admissible evidence before this court supports, and I make, the following findings of fact:

- From 2015 through 2022, Mr. Boyce granted HCC No. 4's contractors access to his exclusive-use yard for the purpose of cutting the lawn;
- At no time prior to 2023, did Mr. Boyce take issue with the decision of the Board of Directors to, for practical purposes, define the term "tidy" in the context of r. 2018-07(a) to include reasonably regular mowing of the lawn;
- Commencing in 2023 and continuing through 2024, Mr. Boyce refused to permit HCC No. 4's independent contractors to access his exclusive-use yard to cut the lawn; Mr. Boyce chose to allow the lawn to grow naturally;
- The decisions of the Board of Directors regarding both the standard to be met for a "tidy" exclusive-use yard and enforcement of that standard were made fairly and in good faith and were reasonable; and
- The Board of Directors applied the above-noted 'practical' definition of the term "tidy" to all unit-owners. Neither Mr. Boyce nor his exclusive-use yard were singled out in any way. Mr. Boyce was not held to a standard higher than that to which other unit owners were held.

[57] The summary points made by Mr. Boyce, during his oral submissions, speak volumes as to the real reasons for his refusal, in 2023 and 2024, to permit HCC No. 4's independent contractors to access his exclusive-use yard. As summarized in para. 5 above, Mr. Boyce's conduct was a matter of protest, stemming from his dissatisfaction with HCC No. 4's responses to issues he historically raised.

[58] Mr. Boyce would be well-served to consider the following overview about condominium living found in *Ottawa Carleton Standard v. Friend*, 2019 ONSC 3899 ("*Friend*"), at paras. 23-24:

[23] Condominium living offers many advantages but is more regulated as compared to ownership of a single family home. The *Act's* creation of condominium Boards of Directors and their authority to make decisions binding on unit owners limits the authority of unit owners as to condominium matters and limits or compromises a unit owner's personal preference as to what he or she considers appropriate or correct.

[24] Decisions by duly elected condominium Directors on matters within their jurisdiction are enforceable and are not subject to the whims of individual unit owners like Mr. Friend. His contrary belief as to these principles is incorrect and threatens, if accepted, the Ontario legislative framework of this condominium corporation.

[59] I contrast the two paragraphs quoted above with Mr. Boyce’s reliance on the descriptor “exclusive-use” to justify his use of the yard as he sees fit. Mr. Boyce does not understand or appreciate the nuances of condominium living; nor does he understand the role played by the Board of Directors in the control and management of the condominium complex, including the common elements.

[60] In failing to maintain and/or to permit HCC No. 4’s independent contractors to maintain his exclusive-use yard in accordance with r. 2018-07(a), Mr. Boyce breached the Rules and Article XVII of the Declaration.

iii) Refusal to Facilitate Access to a Common Element (the Sump Pump)

▪ Refusal to Facilitate Access

[61] In his 2024 affidavit, Mr. Howard describes an incident from the summer of 2024 following a heavy rainfall in the Belleville area. After the heavy rainfall, certain units within the building in which the Unit is located experienced flooding.

[62] Based on Mr. Howard’s uncontradicted and unchallenged evidence, I make the following findings of fact related to HCC No. 4’s efforts to gain access to the sump pump in the Unit:

- HCC No. 4 communicated to Mr. Boyce in person, by letter, and by email, that representatives and/or agents of the condominium corporation required immediate access to the sump pump to address an urgent situation that had arisen because of the heavy rainfall (i.e., the flooding in several units in the building);
- Mr. Boyce was informed that if he refused to permit the condominium corporation’s representatives and/or agents to access the sump pump, HCC No. 4 would be required to hire a locksmith to gain access to the Unit and would hold Mr. Boyce responsible for the expenses incurred for the locksmith;
- Mr. Boyce was not present at the Unit when HCC No. 4’s representative (Mr. Howard) and agent (a plumber) arrived at the Unit. A locksmith was engaged to facilitate access to the Unit; and

- Mr. Howard was present when the plumber was inside the Unit. Both individuals observed that the sump pump was not plugged into an electrical outlet. To mitigate any further flooding in the building, the plumber plugged the sump pump into an electrical outlet and the sump pump was returned to an operational state.

[63] Article X of the Declaration is titled “Rights of Entry”. That Article clearly stipulates when representatives or agents of HCC No. 4 may enter “any unit or any part of the common element”. I am satisfied that HCC No. 4 acted entirely in accordance with Article X (a) in its communication with Mr. Boyce about gaining access to the Unit, and (b) when the plumber and Mr. Howard entered the Unit to deal with the sump pump. HCC No. 4 was fulfilling its obligations, pursuant to Article III, to maintain the common elements.

[64] I am satisfied that, pursuant to s. 19 of the *Act*, HCC No. 4 had the right to enter the Unit as occurred on July 31, 2024. Access to the Unit was required for HCC No. 4 to carry out the objects and fulfil the duties of the condominium corporation. Authority to enter the Unit also existed under s. 117 of the *Act*. Access to the Unit was required to permit HCC No. 4’s representative and agent to investigate and address the potential existence of a condition of a common element (the sump pump) that was “likely to damage the property or the assets or to cause an injury or an illness to an individual”.

[65] Pursuant to s. 119 of the *Act*, Mr. Boyce was required to comply with the *Act*, the Declaration, the Rules, and the by-laws of the condominium corporation. Mr. Boyce’s failure to co-operate with HCC No. 4 regarding access to the Unit on July 31, 2024 constitutes a breach of his obligations pursuant to that provision of the *Act*. Mr. Boyce’s conduct on that date also falls short of his obligation to conduct himself “in accordance with the rules of the community and with due respect and consideration for [his] neighbours and fellow residents”: see *Metropolitan Toronto Condominium Corporation No. 933 v. Lyn*, 2020 ONSC 196, at para. 30.

▪ ***Communication with Mr. Howard***

[66] Mr. Boyce does not have either a landline or a mobile phone. As a result, HCC No. 4 communicated with Mr. Boyce in person, by letter, and by email. HCC No. 4 includes in its list of Mr. Boyce’s allegedly harassing conduct, the contents of an email sent by Mr. Boyce to Mr. Howard on the day following the date on which Mr. Howard and the plumber gained access to the Unit.

[67] Exhibit “E” to the 2024 Howard affidavit is a series of emails exchanged between Mr. Howard and Mr. Boyce. The emails begin on July 31, 2024 and reflect Mr. Howard’s efforts to (a) give Mr. Boyce notice of HCC No. 4 requiring access to the Unit, and (b) secure Mr. Boyce’s consent to that access. The emails conclude on August 1, 2024 with an email from Mr. Boyce to Mr. Howard (“the Boyce email”).

[68] The contents of the Boyce email are both harassing and threatening in nature. For example, Mr. Boyce asserts that the events of the previous day were the result of a “fabrication” on Mr. Howard’s part. As another example, Mr. Boyce explicitly re-iterates his refusal to permit anyone to enter his home and asserts that the access gained on the previous day reflects “arrogance” on Mr. Howard’s part.

[69] The contents of the Boyce email are harassing of individuals other than Mr. Howard. Mr. Boyce says, “I describe you [i.e., Mr. Howard] & the Board as being 100% + DEVOID of honesty/integrity/trust/accountability & CONSCIENCE. Even that assessment is too complimentary!”

[70] The threatening component of the Boyce email includes the following statement: “Since you insist on playing Russian Roulette “GAZA”, you accept the consequences, which will also be borne by the Board members, [HCC No. 4’s lawyers], GLPM etc.”

[71] The Boyce email constitutes written abuse – the language used is aggressive and threatening: see *Friend*, at paras. 117 and 118. The contents of the Boyce email constitute a breach by Mr. Boyce of s. 117 of the *Act*.

c) Summary

[72] By his conduct, Mr. Boyce breached ss. 19, 117, and 119 of the *Act*, the Declaration, the Rules. The declaratory relief to which HCC No. 4 is entitled based on that finding is addressed under Issue No. 2, below.

Issue No. 2 – If the answer to Issue No. 1 is “yes”, to what relief is HCC No. 4 entitled?

[73] HCC no. 4 seeks declaratory relief, orders mandating and prohibiting certain conduct on Mr. Boyce’s part, and monetary relief. I start with the request for declaratory relief.

a) Declaratory Relief

[74] Based on the findings made and conclusions reached under Issue No. 1, above, HCC No. 4 is entitled to a declaration that Mr. Boyce is in breach of ss. 19, 117, and 119 of the *Act*, and in breach of the Declaration and the Rules.

b) Terms Addressing Mr. Boyce’s Historical Conduct

[75] Mr. Boyce’s failure to comply with the *Act*, the Declaration, and the Rules is the result of a deliberate course of conduct on Mr. Boyce’s part. Mr. Boyce was not singled out by HCC No. 4 for his conduct. Mr. Boyce’s pattern of conduct over several years left HCC No. 4 with no alternative but to bring this application. HCC No. 4’s efforts, including by bringing this application, to enforce the *Act* and the condominium corporation’s governing documents, are on behalf of and for the good of all unit owners.

[76] For the reasons set out in this ruling,

- a) Peter Boyce shall grant the applicant condominium corporation immediate access to his condominium unit (Unit 61, Level 1, Hasting Condominium Plan No. 4 – “the Unit”), to permit the applicant condominium corporation to carry out the maintenance reasonably necessary of exclusive-use yard associated with the Unit (“the Yard” and any other yards adjacent to the Unit;
- b) Peter Boyce shall comply with s. 119 of the *Act*, and, without limiting the foregoing, shall cease and desist from refusing and/or preventing the applicant condominium corporation from, on reasonable notice to Peter Boyce, gaining access to Yard for the purpose of carrying out maintenance to the Yard;
- c) The Sheriff or any law enforcement officer in the Province of Ontario may be directed by the applicant condominium corporation to do all things reasonably necessary to ensure that effect is given to the order made; and
- d) Peter Boyce shall cease and desist from communicating, in a harassing and/or threatening manner, with the applicant condominium corporation, its Board of Directors, employees, and agents.

[77] Regarding sub-paragraph (d), above, HCC No. 4 requests that Mr. Boyce be prohibited from having any direct contact, whether in person or in writing, with members of its Board of Directors, employees, and contractors. In my view, that relief is too broad. If granted, Mr. Boyce would not be unable to exercise his rights as a unit owner. It is incumbent on Mr. Boyce to comply with the terms of the order made. If he does not do so, then it will be open to HCC No. 4 to bring a further application for additional relief.

c) *Monetary Relief*

[78] HCC No. 4 requests an order requiring Mr. Boyce to pay “all costs and expenses incurred by [it] (including engineering costs, contractor costs, legal costs, and any other costs incurred whether before or after issuance of the [originating process in this application])” resulting from Mr. Boyce’s failure to comply with the *Act* and the condominium corporation’s governing documents. HCC No. 4 requests that it be entitled to add those costs and expenses to the common expenses for the Unit and that they be recoverable, if necessary, by way of a Condominium Lien against the Unit.

[79] There is no evidence before the court as to the costs and expenses which HCC No. 4 is claiming as part of the monetary relief requested.

[80] The paragraphs in HCC No. 4's factum in which it addresses both the monetary relief claimed and the issue of costs of the application do not clearly distinguish the latter costs from compensatory relief to which HCC No. 4 may be entitled.

[81] HCC No. 4's request for compensatory relief is adjourned and shall be determined following the delivery of additional written materials and the continuation of the oral hearing of the application.

Interim Disposition

[82] For the reasons set out above, the declaratory relief and relief related to Mr. Boyce's historical conduct is granted. The request for compensatory relief is adjourned. The issues of entitlement to compensatory relief and costs of the application shall be addressed as follows:

- a) If the parties are unable, within 45 days of the date of this ruling, to resolve the issues of entitlement to one or both compensatory relief and costs, then the applicant shall schedule the continuation of the oral hearing to be conducted as a hybrid hearing; and
- b) If the matter is to proceed to a continuation of the oral hearing, then the parties shall exchange materials as follows:
 - i) HCC No. 4 shall, no later than 60 days prior to the date on which the oral hearing is scheduled to continue ("the continuation date"), serve and file the affidavit evidence upon which it intends to rely regarding entitlement to and/or quantum of the compensatory relief claimed;
 - ii) Mr. Boyce shall, no later than 45 days prior to the continuation date, serve and file the affidavit evidence upon which he intends to rely regarding entitlement to and/or quantum of compensatory relief;
 - iii) HCC No. 4 shall, no later than 35 days prior to the continuation date, serve and file reply affidavits (if any);
 - iv) Cross-examinations on affidavits shall be completed no later than 30 days prior to the continuation date. The party conducting a cross-examination shall comply with the *Rules* regarding service and filing of a copy of the transcript from the cross-examination;
 - v) HCC No. 4 shall, no later than 20 days prior to the continuation date, serve and file its (a) costs outline, and (b) factum addressing compensatory relief and costs of the application;

- vi) Mr. Boyce shall, no later than 10 days prior to the continuation date, serve and file his (a) costs outline, and (b) factum addressing compensatory relief and costs of the application;
- vii) Each party's factum shall be restricted to a maximum of 10 pages. All case and other authorities cited in a factum shall be hyperlinked or, if not available through hyperlinking, included as a pdf attachment to the factum; and
- viii) All materials served and filed shall comply with the *Rules* regarding the format of court documents, the form and contents of an affidavit, and the contents of a factum.

[83] HCC No. 4 is entitled, at this time, to have an order issued and entered reflecting (a) the relief granted to date, and (b) the adjournment of the request for compensatory relief and costs of the application.

[84] I dispense with the requirement for HCC No. 4 to obtain Mr. Boyce's approval as to the form and content of a draft order. I do so because Mr. Boyce is self-represented, has historically communicated in a threatening and harassing manner regarding at least some of the subjects covered in this ruling, and has not familiarized himself with the *Rules*. The potential exists for a loss of efficiency in the process and HCC No. 4 to incur unnecessary costs if it is required to obtain Mr. Boyce's approval as to form and content of a draft order.

[85] HCC No. 4 shall file with the court in the usual manner a draft order in Word format.

[86] The continuation of the oral hearing referred to in the preceding paragraphs shall be before me. I remain seized of the application.

Date: November 3, 2025

Madam Justice Sylvia Corthorn

CITATION: *Hastings Condominium Corporation No. 4 v. Boyce*, 2025 ONSC 6159
COURT FILE NO.: CV-24-336
DATE: 2025/11/03

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

HASTINGS CONDOMINIUM CORPORATION NO. 4
Applicant

– and –

PETER BOYCE
Respondent

INTERIM RULING

Madam Justice Sylvia Corthorn

Released: November 3, 2025