

**CITATION:** Niagara South Condominium Corporation No. 12 v. Locke, 2026 ONSC 728  
**COURT FILE NO.:** CV-25-00063810-0000  
**DATE:** 2026-02-06

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**BETWEEN:** )  
)  
NIAGARA SOUTH CONDOMINIUM ) M. Ruhl, counsel for the Applicant  
CORPORATION NO. 12 )  
)  
Applicant )  
)  
- and - )  
)  
MARIANNE LOCKE AND LEROY ) Self-represented  
LOCKE )  
)  
Respondents )  
)  
) **HEARD:** January 29 and February 5, 2026,  
at St. Catharines

2026 ONSC 728 (CanLII)

**THE HONOURABLE JUSTICE J. R. HENDERSON**

**DECISION ON MOTION**

- [1] This is an application for orders arising out of disputes between the applicant condominium corporation and the respondent owners of a unit in the condominium building.
- [2] The applicant requests, among other things, a declaration that the respondents have breached sections 19, 98, 117, and 119 of the *Condominium Act, 1998*, S.O. 1998, c. 19, (the “Act”), an order requiring the respondents to permit the applicant and its retained professionals to enter the respondents’ unit to inspect the installation of a washer and dryer, an order requiring the respondents to enter into an indemnity agreement regarding a video doorbell that was installed by the respondents, and an order that the respondents not harass, threaten, or intimidate the owners and occupants of other units of the condominium building, any members of the condominium board, any property managers, superintendents, contractors, and staff of the applicant, and their family members, guests, and visitors.
- [3] The condominium building is a mid-rise residential building with approximately 100 units. The respondents have owned and occupied unit number 409, on the fourth floor, since approximately August 2023.

- [4] The first dispute relates to a video doorbell. I find that, in the fall of 2023, the respondents made an alteration to the common element doorway by installing a video doorbell on the door that constitutes the entrance to their unit from the hallway. Section 98 of the Act states that any addition, alteration, or improvement to the common elements by an owner must be approved by the condominium board.
- [5] The respondent, Marianne Locke (“Marianne”), deposed that the respondents did not receive permission in advance to install the video doorbell, but that shortly after it was installed in the fall of 2023, the building superintendent at the time, Rick Stevenson (“Stevenson”), and the president of the condominium board, Beverly Eldridge (“Eldridge”), inspected the video doorbell and informed the respondents that the video doorbell was approved. However, there is no evidence that this matter was approved or discussed by the board at that time.
- [6] I find that the issues related to the respondents’ video doorbell, and another video doorbell in the building, came to the attention of the board at a meeting in January 2025. At that meeting, the board determined that the video doorbells were to be removed. A letter from the applicant was sent to the respondents in February 2025 requiring the removal of the video doorbell.
- [7] After some discussion, the board determined that it would permit the respondents to keep the video doorbell on condition that the respondents enter into an indemnity agreement. General terms for the proposed indemnity agreement were set out in a letter from the applicant’s lawyer dated June 19, 2025. The respondents have refused to enter into any indemnity agreement.
- [8] In my view, s. 98 of the Act anticipates that a condominium board may approve additions, alterations, and improvements to the common elements conditional on an owner entering into an indemnity agreement. Therefore, I find that the board has acted in accordance with the Act with respect to the respondents’ video doorbell. The request for an indemnity agreement is reasonable and it is within the authority of the board to make such a request. I find that, by refusing to enter into any indemnity agreement, the respondents are in breach of s. 98 of the Act.
- [9] Therefore, I order that the respondents enter into an indemnity agreement that contains the general terms set out in the letter from the applicant’s lawyer dated June 19, 2025. The applicant and the respondents shall have 30 days to negotiate and enter into the indemnity agreement. If the parties cannot agree on the precise language of the indemnity agreement after the expiry of 30 days, either party may apply to this court for directions as to the form and content of the indemnity agreement.
- [10] The second dispute relates to the installation of a washer and dryer. I find that the in-unit washer and dryer was installed by the respondents in approximately September 2023. Again, Marianne deposed that the respondents received verbal permission for the installation from Stevenson and Eldridge. Again, however, this issue did not come before the board at that time.

- [11] I find that, in approximately February 2025, the building superintendent at that time, Audie Sanford (“Sanford”), attended the respondents’ unit, at the respondents’ request, to deal with an electrical issue, and Sanford observed the washer and dryer in the unit.
- [12] I find that there was a concern about the number of in-unit washers and dryers in the condominium building, and the matter was discussed at a board meeting in March 2025. The board then made a request to enter the respondents’ unit in order to inspect the installation, but that request was refused by the respondents.
- [13] It is clearly set out in s. 19 of the Act that, on giving reasonable notice, representatives of a condominium corporation may enter a unit to conduct an inspection. By failing to allow any entry into the unit for an inspection of the installation of the washer and dryer, I find that the respondents are in breach of s. 19 of the Act. I note that, in oral submissions, the respondents advised the court that they were now willing to allow such an inspection on reasonable notice.
- [14] Therefore, I order that the applicant and its retained professionals may enter the respondents’ unit on reasonable notice to inspect the installation of the washer and dryer. I find that the applicant’s request for a further order that the applicant be authorized to remove the washer and dryer if the inspection shows that the installation is not proper to be premature, and I reject that request.
- [15] The third dispute relates to alleged harassment by the respondents of the building superintendent, board members, and other occupants of the building. The applicant has provided evidence that commencing in July 2025 there were a series of confrontations between the respondents and Sanford and some board members.
- [16] In particular, there is affidavit evidence from Sanford that there were at least three verbal confrontations between the respondents and Sanford in the summer of 2025. This includes Sanford’s evidence that in July 2025 he was confronted by Leroy Locke (“Leroy”) who yelled at him and threatened to do so much damage that Sanford would not be able to walk. Moreover, there was another incident in which Leroy took pictures of Sanford’s licence plate and said that he would find out where Sanford did his shopping and that he would “see me there.”
- [17] In addition, there is affidavit evidence from both Eldridge and a property manager, Anna Suters (“Suters”). They both described incidents that occurred in September 2025 involving threats by one or both of the respondents. In particular, Eldridge deposed that she was served with a small claims court action that was commenced by the respondents on September 19, 2025, at which time Leroy videotaped her and screamed obscenities at her.
- [18] The affidavit evidence of Marianne is diametrically opposed to the applicant’s affidavit evidence. Marianne has deposed that Marianne and Leroy have been the victims of harassment by Eldridge, Sanford, and board members. She described verbal abuse directed towards her by Sanford. Moreover, she believes that Eldridge has contacted the police and accused Marianne of stealing a large box of cable wire.

- [19] Both the applicant and the respondents have provided several video recordings for my review, including recordings from surveillance cameras, the video doorbell, and cell phones. In summary, most of the video recorded evidence shows the parties engaging in some sort of verbal conflict, the nature of which is indeterminable.
- [20] In my view, it is not possible to make findings of fact with respect to the alleged harassment and threats based on the affidavit evidence and the video recordings. The affidavits are contradictory, and the video recordings are inconclusive. In my view, if the applicant wishes to proceed with this aspect of the application, *viva voce* evidence from all of the participants will be necessary.
- [21] Therefore, I hereby convert the balance of this application that is not resolved by my orders to an action. If the applicant wishes to continue with the balance of the application, the applicant shall deliver a statement of claim within 20 days of today's date, and the respondents shall deliver a statement of defence within 20 days after service of the statement of claim. Thereafter, the matter will proceed in accordance with the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194.
- [22] With respect to costs, I find that the applicant is the successful party and therefore entitled to its costs. Moreover, because the applicant is a condominium corporation, I find that the applicant is entitled to costs on a full indemnity basis.
- [23] However, I find that the bill of costs submitted by the applicant's lawyers relates to all matters raised in the application, some of which have not yet been resolved. The applicant's request for declarations under s. 117 and s. 119 of the Act, and for orders related to the alleged harassment and threatening behaviour of the respondents, will be dealt with at a later date.
- [24] Specifically, I find that the matters that were resolved by my orders include my finding on January 29, 2026 that the application was not prohibited by reason of s. 132 or s. 134, my order with respect to s. 19, and my order with respect to s. 98. Accordingly, I will award costs on a full indemnity basis for the applicant's costs that pertain to these matters. Having reviewed the bill of costs, in my view, full indemnity costs for these matters should be fixed at \$10,000 all-inclusive.
- [25] In conclusion, I make the following orders and declarations:
1. I hereby declare that the respondents have breached s. 19 and s. 98 of the Act.
  2. I order that the respondents shall enter into an indemnity agreement that contains the general terms set out in the letter from the applicant's lawyer dated June 19, 2025. The applicant and the respondents shall have 30 days to negotiate and enter into the indemnity agreement. If the parties cannot agree on the precise language of the indemnity agreement after the expiry of 30 days, either party may apply to this court for directions as to the form and content of the indemnity agreement.
  3. I order that the applicant and its retained professionals may enter the respondents' unit on reasonable notice to inspect the installation of the washer and dryer.

4. The balance of this application is hereby converted to an action. If the applicant wishes to continue with the balance of the application, the applicant shall deliver a statement of claim within 20 days of today's date, and the respondents shall deliver a statement of defence within 20 days after service of the statement of claim. Thereafter, the matter will proceed in accordance with the *Rules of Civil Procedure*.
5. I order that the respondents shall pay costs to the applicant for the matters that have been decided, fixed at \$10,000 all-inclusive, payable within 90 days.

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J. R. Henderson, J.

**Date Released:** February 6, 2026

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Applicant

– and –

MARIANNE LOCKE AND LEROY  
LOCKE

Respondents

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**DECISION ON MOTION**

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