Court of King's Bench of Alberta

Citation: Owners: Condominium Plan 862 2917 v 1016540 AB Ltd. 2026 ABKB 234

Date: 20260326
Docket: 2603 00192, 2603 04444
Registry: Edmonton

Between:

2603 00192

The Owners: Condominium Plan No. 862 2917
(operating as Hillside Estates)

Applicant

- and –

1016540 Alberta Ltd.
See the attached Schedule "A" Listing all Persons
Having Registered Interests in the Parcel

Respondents

Between:

2603 0444

Nathaniel Vos and Brooks Topp Professional Corporation

Applicants

- and –

Condominium Corporation No. 862 2917 and Sylvia Lepke

Respondents

Endorsement
of the
Honourable Justice J.S. Little

I. Application

[1] The Owners: Condominium Plan No. 862 2917 (the Condo) apply by Originating Notice filed January 6, 2026, to terminate the Condo's status as a condominium and dissolve the corporation created on registration of the condominium plan, all as set out in the Condominium Property Act (the Act) and its regulations. All owners of units in the condominium project are listed as respondents. None has filed pleadings.

[2] Nathaniel Vos (Mr. Vos) and Brooks Topp Professional Corporation (BTPC) filed a separate Originating Application February 26, 2026, opposing the first and seeking a number of remedies, including removal of counsel for the Condo.

II. Background

[3] The property, known as Hillside Estates (the Project), consists of 347 condominium units in two towers with underground parking and commercial/retail units on the ground floor. The Condo has received an offer for the purchase of the entire Project, has passed a special resolution for the sale of the Project to that purchaser, and seeks the Court's approval and direction on next steps.

[4] There is no specific procedure in the Act for this type of transaction.

[5] Section 60(b) permits termination of the condominium status of a building or project by unanimous resolution of the owners, in which case court involvement is not required. It would be unusual for a project such as Hillside Estates with over 300 owners to reach unanimity.

[6] Section 60(a) of the Act permits a condominium corporation to apply to the court for termination of its status as a condominium. If termination is just and equitable, s. 61 permits the Court to make a declaration to that effect and provide advice and direction for management of the process, including as to how a sale of the project should unfold.

[7] Ms. Vos and BTPC each own a unit in the condo. The unit owned by BTPC is the largest in the project, with 55/10,000 undivided shares, or 0.55% of the common property. The unit Mr. Vos owns is a more typical unit, with 23/10,000 shares in the common property, or 0.23%.

[8] The broad grounds on which they oppose the sale to a third party are that it leads to their proceeds of sale being less that what they believe their units are worth, that the way that the sale and special resolution came about was oppressive and secretive, and that an application under s. 61 of the Act should have been made earlier in the process to ensure a fair and transparent hearing.

[9] They also seek the removal of Miller Thomson as counsel for the Applicant.

[10] For ease of reference, I may refer to the Condo as the Applicant and Mr. Vos and BTPC as the Respondents.

III. Applicant Evidence of Sylvia Lepki

[11] Ms. Lepki is a unit owner and member of the Board of Directors of the Condo. I summarize below the evidence from her affidavit filed January 6, 2026 (the First Affidavit).

[12] The project was built in 1973 as rental apartments and converted to a condominium in 1986.

[13] Over 60% of the units are owned by investors who rent them to individuals.

[14] The 27 residential units in the Project sold in 2024 and 2025 were for prices between $46,000 and $115,000, with an average of $72,778.

[15] The Condo has been struggling financially, resulting in steep increases in monthly condominium fees.

[16] Much of that is the result of required increases in the reserve fund required to be maintained by all condominium corporations. The reserve fund study from 2022, conducted by Keller Engineering, recommended that average individual monthly capital fund contributions increase from $111 to $397 and identified Special Assessments required for the five year period from 2022 to 2026 of $19,800,000 in order to maintain a prudent capital reserve. Ignoring differences resulting from differing unit factors, that is approximately $57,000 per unit in special assessments, in addition to the increased monthly contributions.

[17] Since 2022, special assessments of $6,000,000 have been called, mostly for structural repairs to the underground parkade.

[18] As these numbers were made available to the unit owners, certain of them formed an unofficial lobby group called the Hillside Estates Owners Cooperative (HEOC), which took it upon itself to educate the owners on the implications of these special assessments. In one of its communications, it estimated that owners on average could expect to pay $116,000 in special assessments for a two bedroom unit then valued at $80,000.

[19] As a result of these financial struggles and concerns expressed by unit owners, including through the HEOC, more particularly described in Exhibits 10 and 11 of Ms. Lepki's First Affidavit, the Board began exploring available options, including financing the capital spend. It also received some interest from third party purchasers. In June 2023, the Board received an offer to purchase the Project for just over $38,000,000 (the Leston LOI). The Board did not immediately share the Leston LOI with the unit owners. When details became known to the HEOC, it petitioned the Board to convene a meeting to discuss it. The Board called an Annual General Meeting with the Leston LOI as part of the agenda. The Leston LOI was considered, but when put to a vote received only just over 75% of unit factors and 42% of unit owners present, i.e. not enough for a special resolution.

[20] Also at that meeting, six of seven incumbents, including Mr. Vos, were replaced on the Board.

[21] But the Board recognized a strong interest in a potential sale and engaged several real estate firms and brokers to investigate. A number of offers were received, ranging from

$37.5M to $45M. Most offers contemplated a single purchase and sale of the whole Project. The highest offer, at $45M, was from Twenty8Capital, which instead proposed making offers to individual purchasers, presumably until it owned sufficient numbers to resolve to dissolve the Corporation, and also without foreclosing the possibility of making an offer for the entire project if it got significant but not sufficient individual interest. The Board invited Twenty8Capital to participate in a townhall meeting on November 20, 2024. While there was another offer at $45M, received when the Board was evaluating offers, it contemplated commissions of almost $2M, which would result in a lower payout to individual owners.

[22] The Board then called another townhall meeting on June 5, 2025, to discuss the Twenty8Capital Offer.

[23] By August 19, 2025, Twenty8Capital had determined that its process of negotiating individually was too cumbersome, and its affiliate Twenty8Hillside made the current offer to purchase the whole Project for $44M but agreed to honour previous individual offers if they resulted in those owners receiving higher payouts. There was further back and forth between the Board and unit owners, following which the Board circulated a draft Special Resolution providing for:

- Sale of the units and condominium property pursuant to the Twenty8Hillside Offer;
- Termination of the project's condominium status;
- An application to the Court for advice and direction; and
- Payment to the unit owners and/or mortgagees by unit factors, as provided in the Act or directed by the Court, subject to privately negotiated deals (top ups).

[24] That Special Resolution was ultimately passed by 344 of 427 owners (80%) eligible to vote, representing 7548 of 10,000 unit factors.

[25] An updated 2026 capital reserve study received since the vote recommends further special assessments totalling just over $8,000,000 for 2026 and 2027.

[26] Ms. Lepki filed a further affidavit March 10, 2026. She refers to a higher offer the Board received for $48,400,000 from a Harmani entity, which is referred to in Mr. Vos's affidavit. That offer was received after the Twenty8Hillside Offer had been approved by the Special Resolution. Harmani was one of the prospective purchasers when the Twenty8Hillside Offer was selected. At that time, the Harmani offer was approximately $40,800,000, i.e. less than the Twenty8Hillside Offer.

[27] She deposes as well that as at March 2026, 42 unit owners, or 12%, were in arrears of monthly condo fees totalling $259,000, and thus not entitled to vote.

IV. Respondent Evidence of Mr. Vos

[28] Mr. Vos has filed two affidavits in opposition to the Board's application.

[29] His first, filed February 10, 2026, might be considered to be the big picture. BTPC is the owner of a unit with the largest unit factor in the building. He states that it stands to receive about $240,000 from the proposed sale for a unit assessed by the City at $325,000.

[30] He purchased his own unit in 2010 for $194,000. He recognizes that its assessed value has declined but that that is academic since he does not plan to sell. He likes his unit and the home that he has made there and still considers it a good long term investment.

[31] He acknowledges that before he was removed from the Board on which he had served for thirteen years, it became clear that a vocal minority of owners were interested in selling, but he took the position that the Board had no role to play in such a decision. In particular, he argues that once the Board learned of outside interest in acquiring the project as evidenced by the Leston LOI, the proper course would have been for the Board to seek a mandate from the unit owners as to whether or not to pursue that course of action. He cites ***The Owners, Strata Plan VR2122 v Wake***, 2017 BCSC 2386 as authority for that proposition, and I will have more to say about that decision below.

V. Respondents' Arguments

[32] The main arguments of Vos and BTPC are that:

1. the facts stated by Ms. Lepki amount only to opinion evidence which she is not qualified to give,
2. the Special Resolution is not valid,
3. the Board members were in a conflict of interest in pursuing a sale,
4. the process employed by the Board to arrive at this point requiring Court approval has not been fair, and
5. the Twenty8Hillside Offer itself is defective because it includes side deals with purchasers.

VI. Opinion Evidence

[33] Ms. Lepki's affidavits do contain opinions on the need for a sale of the Project. But those opinions are based on cogent financial facts supporting a reasonable conclusion that the Project has no ongoing viability as a condominium. Those opinions are given by her as a unit owner and Board member. That status may not qualify her to give expert testimony on real estate law generally or condominium law specifically, but it entitles her to interpret the limited publicly available sales information available for recent sales in the Project. In addition, her interpretation of the financial information obtained by the Board respecting future expenditures is part of her role as a Board member.

VII. Special Resolution

[34] The Act does not specifically state that a special resolution is required for termination of condominium status. Section 59 of the Act requires a special resolution for the sale of the common property, because all owners own an undivided fractional interest in the common property. If all units are to be sold as well, without the unanimity required under s. 60(b), a special resolution would appear to be prudent, with the Court then weighing in under section 61, as necessary.

[35] While the issue in ***Kay Kay Corporation v. Condominium Corporation No. 072 4807***, 2017 ABCA 335 was distribution of the proceeds of a sale and not, as here, whether

termination of condominium status was just and equitable, the Court in paragraph 2 accepted that a "special resolution passed by the unit owners determined the condominium property would be sold. Mainstreet Equity Corp, under a court approved offer dated June 17, 2016, bought the property for approximately $13.3 million." Thus, the Court implicitly accepted that a special resolution was appropriate in a similar situation.

[36] Section 1(1)(x) (ii) of the Act reads:

> "special resolution" means a resolution
>
> > (ii) agreed to in writing by not less than 75% of all the persons who, at a properly convened meeting of a corporation, would be entitled to exercise the powers of voting conferred by this Act or the bylaws and representing not less than 75% of the total unit factors for all the units;

Section 1.1.20.2 of the Bylaws of the Condo tracks that language:

> "Special Resolution" means a resolution signed by not less than Seventy Five (75%) percent of all the persons who, at a properly convened meeting of the Corporation would be entitled to exercise the powers of voting conferred by the Act or the Bylaws and representing not less than (75%) percent of the total unit factors for all the Units.

[37] Both section 26(5) of the Act and section 8.17.3 of the Bylaws preclude from voting an Owner who is more than 30 days in arrears of amounts payable to the Corporation.

[38] I am satisfied that the results of the written Special Resolution vote set out in paragraph 47 of Ms. Lepki's First Affidavit, which accounted for 22 owners in arrears who were not entitled to vote their 572 unit factors, are calculated in accordance with the Act and the Bylaws. The Special Resolution is valid.

VIII. Duty of Board Members and Conflict of Interest

[39] While s. 28(3) of the Act requires that a Board member disclose a material interest in a matter and abstain from voting on the same, s. 28(4) specifically excludes mere ownership of a unit from constituting a material interest in a matter. There is no conflict of interest in a unit-owning member of the Board voting in favour of the special resolution in this case.

[40] Section 28(2) of the Act reads:

> Every member of a board, in exercising the powers and performing the duties of the office of member of the board, shall
>
> > (a) act honestly and in good faith with a view to the best interests of the corporation, and
> >
> > (b) exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.

[41] A theme running through the arguments of the Respondents is that the Board in approving a sale of the entire project is not acting in the best interests of the Corporation.

[42] What that argument fails to recognize, however, is that there can be circumstances in which the best interests of a corporation are that it dissolve. A condominium corporation is a special corporation created by registration of a condominium plan. It is a statutory mechanism of ownership of real estate that permits individual ownership of a certain area and common ownership of other areas, all for the convenience of owners who seek the advantages and are prepared to accept the disadvantages of owning property in that fashion.

[43] Section 60 of the Act, referred to above, specifically contemplates termination of the status of a condominium, when owners no longer wish to own property subject to the advantages and disadvantages of condominium ownership. Section 64(1) of the Act then permits the corporation to apply for dissolution. The Respondents cannot be heard to argue that pursuing a remedy permitted by the enabling legislation is a breach of duty in and of itself.

[44] Mr. Vos in his second affidavit, filed March 5, 2026, states that when he was the President of the Condo, he served as "de facto litigation manager and primary witness in numerous legal proceedings handled by Miller Thomson". He states that he therefore has disclosed his "confidential observations, legal strategies, and thoughts specifically concerning the HEOC." He argues, therefore, that it is "highly prejudicial that the very law firm to which I disclosed privileged, strategic information regarding these specific individuals is now representing them in an adversarial proceeding against my interests and the interests of the dissenting owners."

[45] Where that argument fails, however, is that Mr. Noce and his firm represented the Condo, not Mr. Vos. Section 3.2.9 of the *Law Society of Alberta Code of Conduct (September 23, 2025)* states that while a lawyer may take instructions from an officer of an organization authorized to represent the organization, the lawyer acts for the organization and not the officer. A corporation is distinct from its officers and directors.

[46] The commentary accompanying s.3.4-1 of the same *Code of Conduct* states that:

> A conflict of interest exists when there is a substantial risk that a lawyer's loyalty to or representation of a client would be materially and adversely affected by the lawyer's own interest or the lawyer's duties to another client, a former client, or a third person.

[47] Mr. Vos is not a client or former client of Mr. Noce and is not a third person to whom he owes a duty.

[48] There will be cases where it would be imprudent for a lawyer to act in certain disputes between a corporation and an officer or former officer, but that is a function more of the possibility of having gained knowledge about one of the parties to the detriment of the other or possibly becoming a witness. I do not see such a situation here.

[49] Is it, as counsel for the Respondents argued, a conflict of interest that the Board was comprised of pro-sale people? The previous Board disclosed to the owners the Leston LOI. It was clear from the response of the owners, including the formation and lobbying of the HEOC, that while there was not special resolution level support for a sale, there was considerable interest. The fact that the previous Board was then largely replaced by new members who formalized steps to encourage and evaluate additional offers suggests that there was enthusiasm for a sale and that new Board members would take advantage of that enthusiasm. That is democracy.

IX. Unfairness of the Process

[50] The Respondents have not tendered any evidence I accept as showing that somehow the new Board suppressed debate on the issue of a potential sale. Quite the contrary, the Board took steps to obtain and evaluate potential suitors. The fact that the Board recommended acceptance of the offer that it selected does not detract from the fact that the Board initiated a number of information sessions to explain the offer and a rationale for its acceptance.

[51] At the application for this matter, a third party spoke to a new offer for the Project at a higher price. Ought this Court now compel the Board to consider a higher offer presented on the eve of this application by a party which was unsuccessful in its initial bid? Mr. Vos in his March 5, 2026, affidavit deposes that the fact that the new offer is higher than the one selected by the Board is evidence of how little effort the Board put into obtaining the best value.

[52] I do not accept that. It is easy now for a third party, knowing the offer that has been accepted subject only to court approval, to make a higher offer. In this case, the new offer is for $48,800,000 against the current $44,000,000 offer plus top ups. Ignoring those top ups, the extra $4,800,000 divided by 357 units and ignoring exact unit factors would mean about $13,400 per unit.

[53] Against that must be weighed the effort that the Board has made to date to bring this matter before the court and the extra time that it may take to repeat those efforts with a new buyer. By way of example, the new offer does not contemplate any permitted encumbrances. That means that the Board would have to again go to the mortgagee of every unit to obtain the approval it currently has from those mortgagees. In the interim, as set out in Ms. Lepki's second affidavit, monthly condominium fees are likely to continue to fall further into arrears.

[54] Further the "new" offeror was part of the initial process. Its offer at that time was approximately $40,800,000. The offeror apparently has lain in the weeds for over a year until it has become clear what number might be required to make the Board reconsider.

[55] Additionally, there is no evidence that the two respondents who oppose the Board's application would remove that opposition by reason only of the higher offer. Mr. Vos's opposition is not just that the process is flawed but that he is entitled to keep his condominium unit because he views it as a property that is currently undervalued but that is a good investment in the long term.

[56] In short, I see no unfairness in the process employed by the Board. The Board sought and received offers. It selected what it believed to be the best one. It put that to the owners for discussion at a townhall meeting November 20, 2024, and again as part of more general meetings on February 26, 2025, and June 5, 2025.

[57] On August 25, 2025, the Board circulated the proposed Special Resolution for acceptance of the Twenty8Hillside Offer with top ups as applicable, informed the unit owners of the passing of that resolution on October 7, 2025, and in January 2026 began the formal process to dissolve the Corporation and sell the Project.

X. Impropriety of the Top Ups

[58] It will be remembered that the original approach of an affiliate of the current offeror was to approach each unit owner separately and make individual deals. To the extent that those deals would have resulted in a higher payment to an owner than would result from a mathematical calculation of that unit owner's proportionate share of the common property evidenced by its unit factor, the offeror will honour the higher amount. Thus, the ultimate price paid by 28Hillside may be higher than $44,000,000.

[59] I see nothing improper about this approach. All unit owners had the opportunity to participate in the original offer. These are not secret or under the table deals.

[60] Mr. Vos in his March 6, 2025 affidavit deposes that 28Hillside conspired with the Board to reduce its affiliate's original offer of $45,000,000 to $44,000,000 plus top up payments, which had the effect of reducing the value of the common property by $1,000,000, which otherwise would have been divided by unit factors and paid to all owners on that basis, i.e.. $100 per unit factor. That, however, is his conclusion and not a fact. It is equally conceivable that 28Hillside, having seen the difficulty in negotiating with hundreds of individual owners, simply wished to put that onus on the Board but honour the deals already negotiated. In any event, even at $44,000,000, it was the most advantageous offer received by the Board.

XI. The March 11 Hearing

[61] Having said all of this, I do wish to make some comments on certain of the correspondence leading up to the actual hearing, which Mr. Vos argues evidences the oppression by the Board of what I will call the "No" faction of owners who presumably did not vote for the dissolution and sale.

[62] This was originally a hearing on the Commercial list scheduled for 1.5 hours to deal with the Condo's Originating Notice. At some point, I agreed that Mr. Vos's Originating Notice could be dealt with at the same time.

[63] Exhibit F to the March 5, 2026, affidavit of Mr. Vos is a January 26, 2026, letter to all unit owners, posted to a website called CondoGenie, which was a method of substitutional service ordered by a different Justice on January 6, 2026. That letter accurately states that the purpose of the March 11, 2026, hearing was to deal with termination of the Condo and the ultimate sale of the Project.

[64] It then goes on to state that attendance at the hearing is optional and: "**You also have the right to speak to the Court**; however, there is no expectation or requirement for you to do so. The issues before the Court are fully addressed in the filed materials and through counsel's submissions, so most owners may find that no further comments are needed." (emphasis added)

[65] Mr. Vos's affidavit in Exh G also contains a "Hillside Estates Q and A: February 26, 2026 that also states that owners would have the right to address the court at the virtual hearing, but it contains an important qualifier: If you are in opposition to the sale and wish to submit a statement to the court, **it is strongly recommended that these are submitted to the court in advance of the March 11, 2026 court hearing to be properly considered**. Owners may wish to retain their own legal counsel to represent them in court." (Emphasis in the original)

[66] I was aware when I opened court that there were a number of people online in addition to Mr. Noce, Mr. DeAngelis, and a number of lawyers representing mortgagees. Knowing that no other materials had been filed, I specifically stated that I would be hearing only from the lawyers.

[67] Accordingly, Mr. Noce's statement that owners would have the right to address the Court was not given effect. But given the later notice from the Condo that the right to speak was dependent on having filed material, I do not consider this procedural defect, which I may have perpetuated, to be a factor for consideration in Mr. Vos's argument that the "No" faction of the unit owners was somehow oppressed.

XII. Deference to the Board

[68] In ***Condominium Plan 772 1806 v Gobeil***, 2011 ABQB 318, then Master Smart noted that the jurisprudence confirms that the decisions of elected boards are owed considerable deference:

> [10] As with all corporations there must be directors as the controlling minds of the operation of the entity. Noting the very nature of a Condominium Corporation their directors are placed in a very difficult role having to balance the rights of the joint owners (often their neighbors and usually with no compensation). I agree with the argument of counsel for the Condo Corp that elected boards of Condominium Corporations ought to be given considerable deference. This position is supported by the decision of Justice Chrumka in 934859 Alberta Inc. v. Condominium Corporation No.0312180 (2007 ABQB 640) at paragraphs 54 and 55 which read as follows:
>
> [54] A review of the cases submitted indicates that a court should defer to elected Boards as a matter of general application. In a number of the cases, from the various provinces, the decisions related to situations where there is a provision similar to Section 67 of the Condominium Property Act. The authorities cited, by Condo Corp, in support of the proposition that a Court should not lightly interfere in the decision of the democratically elected board of directors, acting within its jurisdiction and substitute its opinion about the propriety of the board of directors opinion unless the board's decision is clearly oppressive, unreasonable and contrary to legislation are:
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> > Maple Leaf Foods Inc. v. Schneider Corp. (1998) 1998 CanLII 5121 (ON CA), 42 O.R. (3d) 177, per Weiler, J.A. at pp. 181 and 192;
> >
> > Desjardins v. Winnipeg Cond. Corp. 75 1990 CanLII 11081 (MB KB), [1991] 2 W.W.R. 193, per Krindle, J. at p. 195;
> >
> > York Condominium Corp. No. 382 v. Dvorchik [1997] O.J. No. 378 per the Court at para. 5;
> >
> > Schaper-Kotter et al v. The Owners, Strata Plan 148 2006 BCSC 634 per Brooke, J. At paras 10 and 12.

> [55] In my view, as a matter of general application, Courts do defer to duly elected condominium boards. However, if improper conduct is alleged and a Court is satisfied that improper conduct has taken place, the Court, pursuant to Section 67(2) of the Condominium Act, may then direct and/or grant any of the remedies set out therein.

[69] Recognizing that deference and considering the steps I have found that the Board took to canvass its owners, invite offers, evaluate those offers, and initiate a vote, the Board's actions in this case cannot be considered clearly oppressive, unreasonable, or contrary to legislation.

XIII. Just and Equitable

[70] But the test for the termination of condominium status pursuant to s. 61(1) of the Act, which is necessary to facilitate a sale, is different. In order to grant a declaration to that effect, the Court must be satisfied that "having regard to the rights and interests of the owners as a whole, it is just and equitable that the condominium status of the building or parcel should be terminated."

[71] Counsel have not referred to any Alberta jurisprudence directly on point. But ***The Owners Strata Plan VR2122 v Wake***, 2017 BCSC 2386 provides some assistance on what factors might be considered. The British Columbia *Strata Property Act*, SBC 1998, c 43, first requires an 80% majority vote on a winding up resolution and a 75% majority vote on a proposed sale. With those conditions met, the strata corporation could apply for an order confirming the resolution, and the court was to consider:

> s.278.1
>
> (a) the best interests of the owners, and
>
> (b) the probability and extent, if the winding-up resolution is confirmed or not confirmed, of
>
> (i) significant unfairness to one or more
>
> (A) owners,
>
> (B) holders of registered charges against land shown on the strata plan or land held in the name of or on behalf of the strata corporation, but not shown on the strata plan, or
>
> (C) other creditors, and
>
> (ii) significant confusion and uncertainty in the affairs of the strata corporation or of the owners.

[72] In ***Wake***, the strata, or condominium, was much smaller – just 33 units. The project was almost 30 years old and was facing increasing capital expenditure through special levies. It was located in an area of significant interest for redevelopment. The proposed wind up and sale would result in each owner receiving roughly two and a half times as much as if each owner sold separately (para 18). Four owners, representing 12% of the owners, opposed the application.

[73] The owners who opposed the wind up and sale raised some of the same concerns as Mr. Vos has raised here, namely that their concerns were considered irrelevant or dismissed and that undue pressure was put on those not in favour. In dismissing the claims of those opposed, the Court in ***Wake*** noted that the "best interests" test does not mean that an owner must simply show that the sale is not in his or her best interest. When the statutory majority of owners has determined that it is in their best interests, the others must have compelling reasons to tip the scales towards the minority.

[74] Mr. Vos notes that in ***Wake***, the Board, when it first contemplated a wind up and sale, consulted with the owners about retaining counsel to guide them through the process and about selecting a real estate firm to market the property. He argues that because the Hillside Board did not take those steps, the process was flawed.

[75] I agree that those may be prudent steps to take. But they are not mandatory. In this case, the Board already had counsel familiar with the steps that needed to be taken and did its own investigations before retaining a real estate consultant. It cannot be said that the Board acted without professional advice. Further, in ***Wake,*** the equivalent of the Hillside Board was dealing with 33 owners as opposed to ten times that number, and communication and consultation are therefore that much more difficult.

XIV. Conclusion

[76] Condominium ownership is a balance of individual and collective rights. For certain decisions, a simple majority is sufficient for the rights of the minority to be subsumed to the rights of the majority. For other decisions, special resolutions requiring a 75% majority are required for a majority to overcome the will of the minority. In all cases, s. 67 permits the court to order a remedy if the conduct of a corporation is found to have been "oppressive or unfairly prejudicial to or that unfairly disregards the interests of an interested party."

[77] In the case of dissolution of the corporation and sale of an entire project, the Act does not set out a precise mechanism for what kind of what kind of majority, if any, is required or how the process should be managed. Rather, it establishes the principle that the corporation may apply for that remedy, and if the court is satisfied that it is just and equitable, the court will grant the application and make itself available for guidance in implementing the required actions.

[78] Here, there was an active Board which had done the math, so to speak, and determined that for financial reasons the Condo no longer worked.

[79] I then move to the proposition that a special resolution is evidence that a significant number of owners have already considered their own personal and financial interests in maintaining condominium ownership and have come to the same conclusion as the Board.

[80] That being the case, I look to the process employed by the Condo to get to the special resolution that it believed to be the minimum requirement in the circumstances. It held information sessions. It solicited and reviewed offers. It recommended working with one offeror. It worked with counsel to make the required application to approve the transaction. The application was formally opposed by only two of over 300 owners, but those two owners had capable counsel to put forward their most compelling arguments.

[81] In the circumstances of this case, I find it just and equitable that the Condo be dissolved and the Project sold.

XV. `Form of Order Proposed

[82] Counsel for the Applicant has included a form of Order with its material. I approve the substance of the Order.

[83] The Order, as does the Act, contemplates further involvement of the court. I note, for example, that there are certain dates that will need to be completed in paragraphs 36, 37, and 38.

[84] In addition, the proposed Order contemplates that owners who have not made other arrangements become tenants of the purchaser under the terms set out in the Order. But the rental rate is not specified, nor do I see a formula for its calculation, and that that is something that the parties will have to address and that the Court may need to approve.,

[85] Because I have some familiarity with this matter, I suggest that counsel first see if I am available on a timely basis for these kinds of approval. If not, approval by any Justice may be sought.

[86] Application 2603 04444 is dismissed.

[87] The Applicant, without unanimity of the owners, was obligated to make this application with or without opposition. Because the Applicant's costs will be paid by the Condo and Mr. Vos and BTPC will indirectly pay a share of those costs through condominium fees, I direct that all parties otherwise bear their own costs.

Heard on the 11th day of March 2026.
Dated at the City of Edmonton, Alberta this 26th day of March 2026.

J.S. Little
J.C.K.B.A.

Appearances:

Robert Noce, KC
for The Owners: condominium Plan No. 862 2917 (o/a Hillside Estates)

Frank C. DeAngelis, KC
for Nathaniel Vos and Brooks Topp Professional Corporation

SCHEDULE "A" – LIST OF RESPONDENTS

Unit Owners

1016540 Alberta Ltd.	Funk, Joyce Ailing	Nies, Viviane Musiri
1175679 Alberta Ltd.	Galido, Julio	Nisha, Jaitoon
1831870 Alberta Ltd.	Galido, Margie	Nolan, Brian
1840307 Alberta Ltd.	Galut, Aurora L	Noman, Aasia
2008391 Alberta Ltd.	Gaschnitz, Helen Alyce Mary	Noman, Rasool
2309253 Alberta Ltd.	Gaspar, Darlene Marie	Ofreneo, Marlene
2409355 Alberta Ltd.	Gee, Yi Ming	Ofreneo, Nimson
2673858 Alberta Ltd.	Gerard, Pamela	Ortega, Walter Antonio Estevez
294469 Alberta Inc.	Gibson, K Dawnette	Ortiz, Alonso Jose Cardozo
617271 Saskatchewan Ltd.	Gibson, Karen Marie	Osgood, James
Aarish Homes Ltd.	Giles, Gail Susan	Own, David
Abbas, Nesrine	Glenville Management Inc.	Pagaduan, Mae
Abedi, Saman	Glenville Property Management Ltd.	Pagaduan, Teodorico
Abram, Philip M	Gocanin, Gordana	Pavez, Ana Maria
Acharya, Jayant N	Gocanin, Marija	Pavez, Elizabeth
Acharya, Nayha	Gocanin, Milomir	Pavez, Elizabeth Arevalo
Acharya, Raksha	Goel, Ankur	Penny, Robert Justin
Agecoutay, Edna Mary	Goffphine, Tharayya	People Spaces Inc.
Agecoutay, Edna Mary	Gonzalez, Hernan A	Petersen, Edith
Albadri, Hamed	Gorfunkel, Borys	Pientsch, Brian
Albers, Dennis	Goudreau, Joan	Pientsch, Diane
Alberta Holdings Enterprise Ltd.	Graham, William E	Pientsch, Kelsey

Aleman, Mario

Al-Kaissi, Thamira

Allen, Isaac

Almeida, Carlos

Almeida, Patricia

Al-Tameemi, Adel

Anderson, Kirk

Antrim Industrial Services Ltd.

Antrim Industries Inc.

Arbeau, Stacy Brian

Armeen, Ahmad

Armeen, Milad

Armstrong, Jody

Ashbaugh, James Michael

Aubin, Mary Jean

Ayoubi, Reza

Bakir, Tariq

Balanda-Iyioz, Ivonne

Bartlett, Adam

Basaraba, Leona

Bath, Abhypartap Singh

Beller, Barry James

Beller, Teresa Jo-Ann

Bellerose, Adele Catherine

Bellerose, Charles

Bellerose, Loretta

Grayson, Jessica

Gregory, Lynda

Hakimizadeh, Sadaf

Hambli, Abderrahmane

Hannan, Rachel

Hansen, Dwayne

Hansen, Terri

Hausner, Martin

Hawrylak, Ken

Helder, Johannes

Helder, Matthew Stephen

Heron, Robert James

Herrera, Elvys Gonzalez

Hough, Roxann

Hromada, Garett

Hunter, Terry L

Hurkens, Garry Kenneth

Hussin, Kadsia

Ismael, Husny

Istafanous, Magdy

Jedimoghadam, Ali

Jennerich, William

Jersak, Chelsey D

Job, Matt M

Johnston, Nathaniel T

Joly, Clarence

Pieroway, Megan

Ping An Holdings Ltd.

Plourde, Marilene

Pocatello, Gloria

Pogosjan, Anna

Pohynayko, Aubrey

Pon, Bak Gene

Pon, Martha

Pon, Winston N F

Popa, Sebastian

Popa, Sebastian Vlad

Power, Patrick

Ptasinski, Gordon Quinn

Puentes, Karli

Qureshi, Afsah

Rakic, Randy

Rand, Evangeline

Rands, David James

Reddick, Kyle

Reyes, James Arbelaez

Ripkens Roy C H

Ripkens, Jane W

Robinson, Thomas

Robles, Donabel Lopez

Robles, Joselito

Ross, Dave A

Bentz, Brenda Dianne	Joly, Monique	Royal Bank of Canada
Bentz, Lloyd	Jones, Catherine V	S. Silverman Professional Corporation
Bestman, Jeremy	Jones, Robert M	Saavedra, Luis Francisco Puentes
Bober, Patricia	Jusza, Milena	Sadowski, Aleksander
Boles, Jamie L	Kakkar, Saurabh	Saleh, Deema
Boles, Rodney	Kamel, Samia	Sanchez, Marco
Bolianatz, Nikolas G	Kapko, Tanya Marie	Satanove, Nathan Daniel
Bond, Melvin	Kaptur, Marek	Schaffler, Kevin
Booth, Emilie A	Karlovic-Babic, Dubravka	Scherger, Marcel P
Booth, Gordon W	Keast, Philip	Schmidt, Adam
Boucher, Lyle Herbert	Keller, Jeffrey	Schmidt, Lorry W
Boucher, Michael V	Kent, Trevor Ryan Forbes	Schultz, Adam
Boychuk, Stacey	Kent, Wendy	Seller, Connie
Boyle, Belinda Jean	Kess, Mary Louise	Seller, Gordon
Boyle, Brian James	King, Michael	Semper, Akeem
Bradt, Jacqueline	Klymchuk, Carrie Anne	Semper, Veronika
Brant, Benjamin	Klymchuk, Todd Geoffrey	Seres, Dariusz
Bratuschenko, Serhiy	Kosch, Kamila	Seto, Ken
Bratuschenko, Serhiy	Kosch, Nicholas J	Shadlyn, Farrel A
Brears, Morley	Krys, George	Shah, Mofeez
Brooks Topp Professional Corporation	Krys, Svitlana	Shaw, Mohamed N
Browne, Kevin	Kuryk, Brian	Shaw, Sashikala P
Bruinsma, Christopher Keith	Kuryk, Heather	Silversides, Debbie
Burke, Kelly Sean	Lai, Yuen Sheung	Simpson, Shane

Cadavos, Juliet
Cadavos, Nancy
Cameron, Leo
Carr, Ashley
Carrier, Fanny
Catherine L. Phillips Professional Corporation
Chakravorty, Roopendra Narayan
Chan, Denny Chi Lai
Chan, Melanie
Chan, Raymond
Chang, Eun Sun
Charles Conroy
Cheesman, Brandon
Chen, Winnie Tsing
Cheng, Hao
Chin, Simon Jung Hui
Chiu, Yu
Ch'ng, Leelian
Chong, Chi Hin
Chou, Hwei Chun
Choukeir, Mirvat
Chow, Amy Siu Ping
Chow, Peter Ka Yip
Christ, Timothy W
Claudia Guggenbuhler
Clement, Jonathan Martin N
Collier, Holly M
Lane, Jodi
Lane, Robert Dennis
Larrivee, Laverna
Lau, Edmond Chi Keung
Lau, Yee Chun
Lavalle, Adam Effierd
Law, Sau Chun
Leblanc, Daniel
Lee, Lucy
Lee, Lucy
Lee, Ralph G
Lee, William
Lefebvre, Andrea E
Lemky, Mark A
Lepki, Sylvia Maria
Leung, Hugo
Li, Harri
Liu, Ling
Liu, Xiao Hong
Loh, Daisy
Long, Koby Wynn
Losinski, Sharon
Low, Gail
Lu, Aihua
Lu, Haihua
Lubinski, Mark
Mack, Angele Nina
Singh, Anmoljeet
Sjollema, Steven
Smart, Valerie Jean
Smith, Lorne James
St. Onge, Gina
Steinlechner, Walter
St-Germain, Glenn Gregory
Sulikowska, Anna
Susic, Louise
Szeto Holdings Ltd.
Tanaleon, Iiyn Tonato
Tarrabaim, Nesreen
Tarrabain, Kaled K
Teng-Mah, Josie Fong
Tereszczenko, Jan
Titan Rental Properties Ltd.
Trottier, Lise-Therese
Turgeon, Claudette
Turgeon, Derek James
Umpherville, David
Umpherville, Jorden
Umpherville, Stephanie
Uwayyed, Hiba
Van Alstine, Jeffrey
Voltec Rentals Ltd.
Vos, Nathaniel C
Wang, James

Collier, Robert J
Constable, Jenna L
Contreras-Brinez, Andrea
Cook, David Blair
Cook, Loretta Jean
Cooper, Jason
Craig, Jordan
Czyz, Luke
Czyz, Magdalena

Dammann, Janet
Dammann, Randolph
Dauvin, Bernard
Dauvin, Leona
Debelser, Holly Marie
Devereux, Cody
Devereux, Hannah
Doel, Deborah
Doerksen, Jason
Doerksen, Kelley
Dong, Hong Liang
Driedger, Georgina Emmi
Drinkwater, Robert Hugh
Duong, Van Dat
Edmonds, Jillian L
El-Kayaji, Mohamad
Elmallah, Salma

Macneil, Jerome M
Macneil, Rosalyn A
Magosse, Matthew
Magosse, Matthew
Mah, Fren
Mah, Harry
Mah, Julie Shook Ya
Malik, Mudassir
Marchant, Gerald W

Marchant, Patrocinio S
Marple, Angie
Marple, Angie
Martinuik, Gregory
Martinuik, Theodore John
Matejczuk, Antonina
Matejczuk, Antonina
Matejczuk, Conrad
Matejczuk, Dominique
McCollum, Joan
McCollum, Joan Marie
Mccready, Sean Michael
Mckay, Sharon N
Mckee, Robert
Meadus, David R
Michaels, Donovan John
Miranda, Jose

Wang, James R
Wang, Lijun
Wang, Liwei
Wang, Xiaobo
Ward, Jason
Waring, Laurence
Watton, Richard W
Webber, Anthony Scott
Weisdorff, Charles

Weisdorff, Nancy
Welebir, Svetlana
Wilson, Christopher M
Wong, Margaret
Wong, Randalle Cheng
Wood, Cory
Wu, Huizhen
Wu, Jiannong
Xie, Guo
Xu, Xiao Liu
Xu, Xiaweihan
Xu, Zhi Ping
Yap, Dennis
Yapp, Lydia
Yeung, May Kin
Yih, Elizabeth
Yih, James

Enciso, Cristian	Miranda, Maria	Yin, Dong Guang
Erickson, Celine A	Modoran, Daniela	Yohannes, Bahta Asmerom
Evans, Gloria	Moon, Cameron Curtis	Young, Erin
Faryna, Sara L	Moon, Roxanna Robyn	Yung, Steve Chor Man
Fawcett, Janice Beth	Morhanan, Shiju	Yushko, Alex
Fawcett, Robert Alan	MT's Rental Properties Ltd.	Yushko, Alexander
Fenton, Thecla	Murakami, Liza	Yushko, Liliya
Fisher, Garry	Murray, Rodney	Zagrosh, Gerald
Fox, Debra Ellen	Murray, Rodney R	Zhai, Yujia
Francis, Phares J	Nabozniak, Catherine	Zhu, Saiying
Francis, Rebecca	Naicken, Jespaul	Zutz, Lynda Emma
Fullerton, Andrew Frederick	Natsheh, Nada	
Funk, Corina	Newman, Tara	

Mortgagees and Other Encumbrancers

Alberta Treasury Branches	Investors Group Trust Co. Ltd.
Amur Capital Income Fund. Inc.	Jay Esterer
ATB Financial	Manulife Bank of Canada
Bank of Montreal	Maple Trust Company
Bank of Nova Scotia	MCAP Service Corporation
Canadian Imperial Bank of Commerce	National Bank of Canada
Canadian Western Bank	
CIBC Mortgages Inc.	Royal Bank of Canada
City of Edmonton	Scotia Mortgage Corporation
Computershare Trust Company of Canada	Servus Credit Union Ltd.
Ebic Mortgage Services Ltd.	Steven Allen Ochremchuk
Equitable Bank	Toronto Dominion Bank
Eugene Gerwing and Lynn Gerwing	
First National Financial GP Corporation	Western P.I.G. Inc.

Her Majesty the Queen in Right of Canada, as represented by Minister of National Revenue, C/O Assistant Director, Revenue Collections HSBC Bank of Canada	Zhaoxuan Lin

Potential Buyers

Twenty8 Capital Hillside Estates Inc.
Condominium Corporation, as a unit owner and caveator
The Owners: Condominium Plan No. 862 2917 (o/a Hillside Estates)