CITATION: Ty v. Ottawa-Carleton Standard Condominium Corporation No. 1106, 2026 ONSC 2794
COURT FILE NO.: CV-25-100115
DATE: 2026/05/12

ONTARIO

SUPERIOR COURT OF JUSTICE

Application under Sections 130, 131, and 134 of the *Condominium Act*, 1998, S.O. 1998, c. 19

BETWEEN:	
Robert Ty Applicant	Self-represented Applicant
– and –	
Ottawa-Carleton Standard Condominium Corporation No. 1106, Hayden Baptiste, Cassandra Lu, Sharandeep Tumber, Valerie Taller, and Melvin Lee Respondents	Christy Allen and Dominique Mesina, counsel for the Respondents
	HEARD: April 9, 2026

REASONS FOR DECISION

R. SMITH J.

[1] The Applicant, Robert Ty ("Mr. Ty") has brought an application pursuant to s. 130 and s. 81 of the *Condominium Act*, 1998, S.O. 1998, c. 19, seeking an order appointing an administrator or an inspector for Ottawa-Carleton Standard Condominium Corporation No. 1106 ("Condo 1106") and a declaration that the Respondents' conduct is oppressive, unfairly prejudicial to the Applicant, and that the directors breached their standard of care under s. 37 of the *Condominium Act*.

[2] The Applicant's main complaint is that Condo 1106 entered into a Shared Facilities Agreement ("SFA") with Claridge Albert, a subsidiary of the developer which owns an adjacent apartment/commercial building. Mr. Ty argues that the SFA favours the interests of Claridge Albert and is unfair to Condo 1106.

[3] The Applicant was initially elected as a director of Condo 1106 along with four other directors when the developer initially transferred management control to the Board of Condo 1106 in May 2024. The other directors found it impossible to work with the Applicant and they all resigned in November 2024. In the ensuing election the Applicant was not elected to the Board of Directors. This appears to be an underlying problem for Mr. TY and Condo 1106.

[4] Mr. Ty raised the following examples of alleged unfairness to Condo 1106:

Hydro Vault Expense

[5] Condo 1106 was to pay $10,000 per year for all shared facilities with Claridge Albert under the SFA, but the Board of Directors of Condo 1106 agreed to pay $12,000 for the examination and maintenance of the hydro vault. The Respondents submit that the $10,000 per year was an estimate of the shared expenses for the first year of Condo 1106's operation. The hydro vault expense was to be shared on an equal basis.

[6] The Board of Directors of Condo 1106 has commenced an application to determine whether the 50/50 sharing of expenses between it and Cambridge Albert as set out in the SFA is fair and reasonable in the circumstances. The Board of Directors is in the process of good faith negotiations with Claridge Albert on how the expenses should be shared between them. The Applicant objects to the Board taking one year to obtain a date to hear this application. I agree with the Respondents that it is reasonable to attempt to negotiate an amendment to the terms of the SFA before proceeding with the court application in order to reduce expenses. The transfer of the management from Claridge homes to the Board of Directors of Condo 1106 only occurred in May 2024. The delay in obtaining a date from the court to hear the application is not a valid reason to appoint an administrator or an inspector in the circumstances.

Sharing of Garage Door Expenses

[7] The Applicant also objects to the amount of expenses incurred for repair and maintenance to the garage door which is used by both the unit owners of Condo 1106 and by the tenants of Claridge Albert. The Applicant did not provide any evidence of whether Condo 1106 actually paid the full amount of the invoices or whether it claimed 50% from Claridge Albert.

Reserve Fund Levy

[8] The Applicant also alleges that the engineer's report from Keller Engineering, calculating the amount to be contributed by unit holders to the reserve fund, contained errors. He points to the amount of $560,000 estimated for the cost to replace a backup generator, which is shown as located in Claridge Albert's space. The Applicant has not provided any evidence of whether there are two generators, one for Condo 1106 and one for Claridge Albert. More importantly, he has not provided any evidence from another engineering expert that show an error in the amounts calculated by Keller Engineering.

Analysis

[9] In *Skyline Executive Properties Inc. v Metropolitan Toronto Condominium Corporation No 1385*, [2002] OJ No. 5117 at para. 27, the court held that an administrator should not be appointed because the Applicant failed to provide sufficient justification of the following:

a. that there is an inability of the Board to manage the Condominium Corporation;

b. that there is substantial misconduct or mismanagement of the Condominium Corporation by the Board;

c. that appointing an administrator is necessary to bring order to the affairs of the Corporation;

d. that there is a struggle within the Condominium Corporation amongst competing groups (outside of the Applicant) which impedes or prevents proper governance of the corporation; and

e. that the appointment of an administrator is the only reasonable prospect of bringing order to the affairs of the Corporation.

[10] I find that the Applicant has not produced sufficient evidence that the Board of Condo 1106 has demonstrated any inability to manage the condominium's affairs to a degree, which would justify the appointment of an administrator or an inspector or that any of the above five factors set out above in Skyline apply to this situation.

[11] The courts have held that the power to appoint an administrator under s. 131 of the *Condominium Act* should only be invoked as a last resort for exceptional circumstances. In *Leduc et al. v. Ottawa-Carleton Standard Condominium Corporation No. 758 et al., 2025 ONSC 5830,* at para. 32, the court held that the relevant inquiry is whether the Board has demonstrated an inability to manage the condominium's affairs, and not whether the Board's management is to the satisfaction of any individual member.

[12] Since an administrator should only be appointed as a last resort, I find that the Applicant has failed to demonstrate that the Board of Condo 1106 is unable to manage the condominium. I also find that the evidence adduced by the Applicant does not disclose any good reason to replace the owners' right to manage the condominium's affairs through an elected Board of Directors. It is in the process of negotiating amendments to the SFA which is appropriate conduct in the circumstances and is not neglecting the management of Condo 1106.

Disposition

[13] For the above reasons, Mr. Ty's application to appoint an administrator or an inspector to manage Condo 1106, and for a declaration that the Respondents' conduct was oppressive and unfairly prejudicial to the Applicant are dismissed. I also find for the same reasons that the Applicant has not introduced sufficient evidence to establish that the Board of Directors of Condo 1106 breached the standard of care under s. 37 of the *Condominium Act*.

Costs

[14] The Respondents have been completely successful and seeks costs of $56,928 on a substantial indemnity basis or alternatively, $38,688 on a partial indemnity basis. I find that Mr. Ty's behaviour does not rise to the level to justify costs being awarded on a substantial indemnity basis as he has raised some questions that should be considered by the Board.

[15] Considering all of the factors under Rule 57, I order the Applicant to pay costs to the Respondents in the amount of $30,000 inclusive of disbursements and HST.

The Honourable Justice Robert Smith

Released: May 12, 2026

CITATION: Ty v. Ottawa-Carleton Standard Condominium Corporation No. 1106, 2026 ONSC 2794
COURT FILE NO.: CV-25-100115
DATE: 2026/05/12

ONTARIO

SUPERIOR COURT OF JUSTICE

Application under Sections 130, 131, and 134 of the *Condominium Act*, 1998, S.O. 1998, c. 19

BETWEEN:

Robert Ty

Applicant

– and –

Ottawa-Carleton Standard Condominium Corporation No. 1106, Hayden Baptiste, Cassandra Lu, Sharandeep Tumber, Valerie Taller, and Melvin Lee

Respondents

REASONS FOR DECISION

Robert Smith J.

Released: May 12, 2026