

*Case Name:*

**Jaworowski v. Peel Condominium Corp. No. 452**

**Between**

**Marek Mark Jaworowski, Plaintiff, and  
Peel Condominium Corporation No. 452, Defendant**

[2007] O.J. No. 5067

Court File No. SC-07-00732-00

Ontario Superior Court of Justice  
Small Claims Court - Brampton, Ontario

**M. Klein Deputy J.**

Heard: December 18, 2007.  
Judgment: December 18, 2007.

(10 paras.)

**Counsel:**

Marek Mark Jaworowski: Self-represented.

Peel Condominium Corporation No. 452: Represented by Maria Dimakas, counsel.

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**JUDGMENT**

**1 M. KLEIN DEPUTY J.:**-- In this action, the plaintiff claims \$3,400 for: "Wrongful collection of condo fees; reimbursement of legal fees; extra costs incurred and to establish true balance of common element fees".

**2** The plaintiff is the owner of a condominium apartment unit located in the defendant's building. It was alleged that he defaulted in payment of his condominium fees a number of times throughout the past years and more recently (subject of this claim) for November and December of 2006. As a result of these later defaults, the defendant's caused their lawyers to register a lien against the unit on January 24, 2007, pursuant to the *Condominium Act, 1998*.

3 The plaintiff takes issue with the registration of the lien, claiming it was illegal or improperly registered and further raised concerns regarding the accounting procedures and non-disclosure by the defendant.

4 The trial commenced with the plaintiff taking the stand and giving oral evidence. It became apparent as the trial quickly unfolded, that there were a number of accounting issues, particularly, in determining whether or not certain condominium fees were paid and therefore whether the plaintiff was in fact in default. I therefore stopped the trial and asked the parties to sit and work through the figures, with an agreed starting point of May 1, 2006 which showed a "zero balance" outstanding against the plaintiff.

5 Upon recommencement of the trial:

- (a) the defendant maintained that as of December 31, 2007, approximately \$9,400 is owing by the plaintiff of which approximately \$5,880 is attributed to outstanding condo fees from November 2006 to December 31, 2007; other months during 2007 of unpaid condom fees; November and December of 2007 reassessment fees; interest; administration fees PLUS an additional amount of approximately \$3,520 for legal fees incurred;
- (b) the plaintiff maintained that only the \$5,880 was owing and that he ought not to be penalized for the defendant's legal fees throughout; and
- (c) the plaintiff ultimately acknowledged that the lien was in fact validly placed against his condominium unit by the defendant as he was in fact two months in arrears in payment of his condo fees when the lien was registered on January 24, 2007.

6 There was much discussion between myself and the parties, which the parties agreed, though not under oath ("on the stand"), that they would nevertheless bind themselves by their various and numerous submissions. The plaintiff was satisfied with the evidence he gave and submissions made. The defendant's counsel suggested that she had more submissions on the law and noted that she had not actually called evidence. I advised her that I did not require either.

7 Although I do have a certain sense of sympathy for the plaintiff's financial plight, and it would appear from the submissions made, that the plaintiff has struggled for many years to keep from losing his unit, I find (the plaintiff agreeing), that the lien was validly registered and that he was and continues to be in default. The legal fees do not appear to be out of line and were not incurred (as pleaded by the plaintiff) as "unnecessary".

8 As the lien was validly registered, the plaintiff's claim must consequently fail.

### **Order**

9 The plaintiff's claim is dismissed.

10 In the normal course, costs are awarded to the successful party. The plaintiff, being self-represented incurred no legal costs. The defendant was forced to retain counsel which no doubt cost far more than this court awards. I do award costs payable by the plaintiff in the amount of \$500, to be paid in full, on or before January 31, 2008.

*I am grateful to the defendant's counsel for her input with respect to the law surrounding condominiums and the Condominium Act.*

M. KLEIN DEPUTY J.

cp/c/qlbxr/qljjn