HUMAN RIGHTS TRIBUNAL OF ONTARIO

B E T W E E N:

John Taite

Applicant

-and-

Carleton Condominium Corporation No. 91 and Professional Property Management

Respondents

DECISION

Adjudicator:	Jo-Anne Pickel
Date:	September 8, 2014
File Number:	2014-18532-S
Citation:	2014 HRTO 1325
Indexed as:	**Taite v. Carleton Condominium Corporation No. 91**

WRITTEN SUBMISSIONS

John Taite, Applicant	)	Self-represented
Carleton Condominium Corporation No. 91 and Professional Property Management, Respondents	)	T. Kirk Boyd, Counsel

[1] On August 18, 2014, the applicant filed an Application alleging a contravention of settlement under s. 45.9(3) of the *Human Rights Code*, R.S.O. 1990, c. H.19, as amended (the "*Code*"). In his Application, the applicant claimed that the respondents breached a settlement arrived at between the parties with respect to certain parking accommodations for the applicant.

Background

[2] The applicant filed a previous Application with the Tribunal in which he alleged that the respondents violated the *Code* by failing to accommodate his disability by allowing him to park in an above-ground parking spot reasonably close to the entrance of his building.

[3] The parties agreed to participate in a mediation-adjudication at the outset of the hearing of this previous Application. Accordingly, they signed the Tribunal's standard mediation-adjudication agreement which states among other things that the parties agreed to try to resolve some or all issues in the Application by mediation-adjudication. Although the applicant claims that the parking issue was resolved through mediation-adjudication, no settlement was agreed to in writing and signed by the parties. The applicant attached to his Application for Contravention of Settlement a set of draft Minutes of Settlement that are not signed by the parties.

[4] The Tribunal ultimately dismissed the applicant's Application by Decision, 2014 HRTO 165, dated February 5, 2014.

Findings

[5] The Tribunal does not have jurisdiction over the applicant's Application for Contravention of Settlement since no settlement was ever entered into in writing and signed by the parties in this case.

[6] Section 45.9 of the *Code* provides in its relevant part as follows:

> 45.9 (1) If a settlement of an application made under section 34 or 35 is agreed to in writing and signed by the parties, the settlement is binding on the parties.
>
> [...]
>
> Application where contravention
>
> (3) If a settlement of an application made under section 34 or 35 is agreed to in writing and signed by the parties, a party who believes that another party has contravened the settlement may make an application to the Tribunal for an order under subsection (8),
>
> (a) within six months after the contravention to which the application relates; or
>
> (b) if there was a series of contraventions, within six months after the last contravention in the series.

[7] Section 45.9 (1) makes clear that a settlement is binding on the parties if it is agreed to in writing and signed by the parties. Likewise, section 45.9(3) makes clear that an Application for Contravention of Settlement can only be brought where a settlement is agreed to in writing and signed by the parties.

[8] No minutes of settlement were ever agreed to in writing and signed between the parties and therefore the Tribunal has no jurisdiction over the applicant's Application for Contravention of Settlement.

[9] I note that the applicant sought to file a Reply to the respondent's responding submissions by e-mail dated August 27, 2014. Despite the fact that the Tribunal Rules do not contemplate a Reply in breach of settlement cases, I have reviewed the applicant's e-mail. However, nothing in the e-mail changes the conclusions set out above.

ORDER

[10] For the reasons set out above, this Application for Contravention of Settlement is dismissed.

Dated at Toronto, this 8th day of September, 2014.

"Signed by"

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Jo-Anne Pickel
Vice-chair