

**OFFICE OF RESIDENTIAL TENANCIES
SASKATCHEWAN**

File #209438

Citation: **Prairie Heights Condominium Corp v Toulejour, 2020 SKORT 1085**
Date: **6/11/2020**
Hearing Officer: Andrew Restall
Judicial Centre: Saskatoon

BETWEEN:

Prairie Heights Condominium Corporation

CLAIMANT/CONDOMINIUM

- and -

Judy Toulejour and all other occupants

RESPONDENT/TENANT

- and -

Larry Bozek

RESPONDENT/LANDLORD

Appearing:

Daniel Katzman for the Condominium
Tom Baldry for the Tenant
Danny Alcorn for the Landlord

NATURE OF APPLICATION AND ONUS:

- [1] The Prairie Heights Condominium Corporation (“**Corporation**”) seeks an Order for Possession under section 80 of *The Condominium Property Act, 1993* (“**CPA**”) and sections 68 and 70 of *The Residential Tenancies Act, 2006* (“**RTA**”) because the tenant and/or person permitted on the premises by the tenant has engaged in activities entitling the Corporation to an order for possession without notice.
- [2] The Corporation bears the onus of proving their claim on a balance of probabilities. The courts have interpreted this standard to mean that a decision-maker must be satisfied there is

sufficiently clear, convincing and cogent evidence to support the claim and the value of the alleged damages (see Chief Justice M.D. Popescul’s comments at paragraph 20 of *Hamilton v. Turner*, 2018 SKQB 140 (CanLII)).

HEARING DETAILS:

[3] A hearing was held on June 9, 2020, at Saskatoon, Saskatchewan.

PARTICIPANTS:

[4] Evidence was presented or given by the following persons: Daniel Katzman as counsel for the Corporation. Mr. Katzman called Geoff Wilkie (“**Mr. Wilkie**”), representative of the Corporation’s condominium board, and Hillary Sayed (“**Ms. Sayed**”), co-owner of Progressive Property Management Ltd. (“**Progressive**”), as witnesses.

[5] Tom Baldry as counsel for the tenant, Judy Toulejour (“**Tenant**”). Mr. Baldry called the Tenant and Larry McIntyre (“**Mr. McIntyre**”) as witnesses.

[6] Danny Alcorn as counsel for the landlord, Larry Bozek (“**Landlord**”). Mr. Alcorn called the Landlord as a witness.

SERVICE OF DOCUMENTS:

[7] The Hearing Notice was served on the Tenant on May 27, 2020, by posting on the door of the rental property and by regular mail. The Hearing Notice was served on the Landlord’s legal agent on May 27, 2020, by regular mail and e-mail. All parties acknowledged they were properly served with the Hearing Notice and all evidence, thus I find there was proper service.

ARGUMENTS, EVIDENCE AND FINDINGS:

[8] The rental property is located at (rental address).

[9] Counsel for the Corporation submitted correspondence, videos, two sworn affidavits, condominium rules and regulations, condominium board meeting minutes, condominium bylaws, a tenant list, and an ORT decision as evidence. Counsel for the Corporation called Mr. Wilkie and Ms. Sayed as witnesses.

[10] Counsel for the Tenant called the Tenant and Mr. McIntyre as witnesses.

[11] Counsel for the Landlord submitted a rental agreement with Keith Toulejour (“**Mr. Toulejour**”), who is the brother of the Tenant, and an Immediate Notice to Vacate to Mr. Toulejour. Additionally, the Landlord submitted correspondence with Progressive and correspondence with Nigel Hopkinson (“**Mr. Hopkinson**”), who assists the Landlord with his properties.

[12] The parties made extensive submissions. I will not provide a full summary of the information or the arguments and/or testimony, but will rather provide the information that was specifically relevant to the issues at question.

FACTS:

- [13] The apartment complex (the “**Property**”) consists of 44 rental units. The Landlord is the owner of 13 units. The Tenant has been a resident of the apartment complex since at least January of 2020. The Tenant currently resides there with her boyfriend, Mr. McIntyre.
- [14] The Corporation is responsible for the control, management, and administration of the common property for the benefit of all owners as well as for the maintenance, repair, and replacement of the real or personal property of the corporation or the common property. The bylaws indicate that the Corporation can bring forward this type of application.
- [15] Progressive started providing property management services to the Property sometime in 2018. Ms. Sayed indicated that the property has “very challenging” due to high rates of crime by residents, their guests, and/or other uninvited persons. Sometime in 2018, Progressive installed security cameras in the Property. Since 2020, two security companies have quit providing security services to the Property due to difficulties of the residents, guests, and/or uninvited persons. The Property is now being provided security services by a third company for considerable expense. Ms. Sayed indicated that they have around a hundred incidents there per week, mostly dealing with illegal activity. Progressive has contracted with another company to review incidents that occur at the Property, as the workload of reviewing the security camera footage was too burdensome to be done by voluntary condominium board members. Due to issues with the activities in the Property, Progressive has instituted a fob policy, of which they will only activate fobs for residents of the Property if they have authorization from the owner of the rental unit and the resident provides photo identification. Owners of rental units are to provided updated lists of tenants monthly, so that Progressive is able to deactivate fobs of residents that vacate the Property. Ms. Sayed acknowledged on cross-examination that it’s extremely difficult to control access to the building as they are let in by other residents, guests of residents, and/or residents feel intimidated into allowing access to people who want entry, but it is improving.
- [16] Mr. Wilkie is a representative of the board of the condominium corporation. In his testimony and sworn affidavit he provided a list of seven incidents, which he indicated were attributable to the Tenant’s guests. They are summarized as follows:
1. April 8, 2020 - guest of (suite number) defecating in rear entrance stairway;
 2. April 20, 2020 – guest of (suite number) sleeping in stairway;
 3. May 8, 2020 – guest of (suite number) smoking in lobby, front stairway, and 3rd floor hallway;
 4. May 11, 2020 – guest of (suite number) urinating in stairway;
 5. May 16, 2020 – guest of (suite number) attacking and wounding a visitor with a knife in the lobby;
 6. May 18, 2020 – guest of (suite number) urinating in stairway; and,
 7. May 20, 2020 – guest of (suite number) smoking in stairway.
- [17] Mr. Toulejour stayed with his alleged girlfriend in (suite number) for some time in 2020. On or about March 26, 2020, Mr. Toulejour entered into a lease agreement with Mr.

Bozek to be a tenant in (suite number) with his sister. Mr. Bozek did not inform Progressive or the Corporation that Mr. Toulejour was a tenant at the Property. Mr. Toulejour was provided an Immediate Notice to Vacate on May 14, 2020. The parties agreed that Mr. Toulejour was responsible for the defecating and urinating issues listed on April 8 and May 11. The Corporation provided videos of these events. Mr. Toulejour has vacated (suite number) as he has cancer and is currently admitted in Royal University Hospital. The Tenant stated she only allowed Mr. Toulejour entrance into her rental unit to allow him access to his medication in relation to his cancer, which she stores on his behalf. Mr. Wilkie stated that Mr. Toulejour has been banned from the Property. The Tenant stated she was unaware of his ban from the Property.

- [18] The most alarming of the above noted incidents is that of the assault that took place on May 16, 2020. In the video provided, at around 6:00am, there is a confrontation between three people that are sitting inside the entrance lobby of the Property. Two people confront the other person at one point. The two people assault the other person. A woman is seen holding a knife and uttering threats. One of the persons involved in the assault was identified as Jayden Toulejour (“**Jayden**”), also known as JT. Jayden is the nephew of the Tenant. The parties were unaware of who the woman was with Jayden and the parties were unable to identify who the victim of the assault was. There was no evidence provided that the victim was a resident or guest of a resident of the Property. There was no video submitted by the Corporation showing how Jayden and/or the other persons entered the Property prior to the assault.
- [19] Sometime after the assault Jayden left the property. The next video provided by the Corporation shows Jayden trying to re-enter the Property around 8:30am on May 16, 2020. He tries using the buzzer and then leaves. He comes back shortly after and uses a fob to enter the Property. He then knocks on the door of the rental unit of the Tenant at 8:30am, of which he is provided entry into the rental unit. The next video provided, shows the Saskatoon Police questioning the occupants of the rental property around 10:40am. Mr. McIntyre testified that he spoke to the Saskatoon Police. The Saskatoon Police then leave. Shortly thereafter Jayden leaves the rental unit.
- [20] At 10:39am, Progressive contacted Mr. Bozek with a photo of Jayden and the unidentified woman. Progressive asked if Mr. Bozek knew them of which he replied he does not. Progressive stated that these people “stabbed someone” and went to (suite number) that morning. The Landlord told Progressive to have the police go question his tenant in (suite number).
- [21] The Tenant in her testimony stated that she did not let Jayden into the Property on May 16, 2020 before the assault took place. Mr. McIntyre testified that he was with the Tenant and both of them were sleeping at the time the assault took place and beforehand. Both did not know Jayden was visiting them on that date, until he knocked on the door at around 8:30am. The Tenant stated that she was aware that her daughter and Jayden were moving back from La Loche on or around May 1, 2020, and that they have their own living accommodations. The Tenant stated that Jayden said he was drinking and needed a place to sleep when he knocked on her door at around 8:30am.

- [22] The Tenant acknowledged that she allowed Jayden to use her fob to enter the Property once as he was dropping off supplies for her grandkid. She was unsure of the date on which this occurred, but testified that it was not connected to his entry into the Property on May 16, 2020 when the assault took place.
- [23] The Tenant stated she was unaware that Jayden was involved in an assault at the Property until she was provided with the material by the Corporation for this application. The Tenant indicated that she will not allow Jayden to enter the Property anymore. The Tenant testified that Jayden may know other people that live in the Property. Counsel for the Tenant and Landlord pointed out that the videos submitted by the Corporation show Jayden leaving the fourth floor of the Property on May 18, 2020, and urinating in the stairwell. The Tenant lives on the third floor. It would appear that Jayden has been in the Property on two different dates based on the evidence provided.
- [24] Due to the violent assault on May 16, 2020, the condominium board had an emergency meeting, of which it was determined they were to seek an eviction process against the Tenant due to her guests.
- [25] On or around May 19, 2020, Ms. Sayed provided Mr. Bozek an e-mail requesting that he executes the necessary forms to immediately evict the Tenant. Mr. Bozek responded asking why, of which Ms. Sayed responds that it is due to the “stabbing”. Mr. Bozek testified that he did not bring forward the eviction application. He acknowledged that he did not watch the videos provided, but would have forwarded it to Mr. Hopkinson. He admitted that he did not speak to the Tenant, but assumed Mr. Hopkinson did. The Landlord stated he was still investigating the matter and felt the Corporation went over his head by bringing this application before he was done his due diligence. The Landlord indicated that he would evict a tenant when their actions warrants it and his counsel pointed to the fact that he evicted Mr. Toulejour on May 14, 2020.
- [26] Mr. McIntyre acknowledge that he slept in the stairwell on April 20, 2020 while waiting for the Tenant to return to the rental unit and was smoking in the stairwell with another person who came down from a higher floor on May 20, 2020.

LEGISLATION AND APPLICATION:

- [27] Section 80 of *CPA* provides as follows:

Application for order to give up possession

80(1) A corporation may apply to the Director of Residential Tenancies pursuant to *The Residential Tenancies Act, 2006* for an order for possession of a rented residential unit if a person who resides in or on the unit:

- (a) causes excessive damage to the real or personal property of the corporation or to the common property or common facilities;
- (b) causes excessive noise; or
- (c) is a danger to, or intimidates, persons who reside in or on other units.

(2) The corporation shall serve a notice of application for an order for possession on both

the tenant and the owner.

(3) The provisions of *The Residential Tenancies Act, 2006* with respect to applications for an order for possession of rented premises apply, with any necessary modification, to applications pursuant to this section.

- [28] On application pursuant to section 68, I must be satisfied on a balance of probabilities that one or more subsections of section 68 have been contravened by the Tenant and proven by the Landlord and that it would be unreasonable to wait for a notice under section 58 to take effect. The relevant sections from the *RTA* read:

Landlord’s application for order ending tenancy early

68(1) Notwithstanding section 55, a landlord may apply for an order of possession pursuant to section 70 and for an order to end the tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given pursuant to section 58.

(2) A hearing officer may make an order specifying the date on which the tenancy ends and the effective date of the order of possession if the hearing officer is satisfied that:

- (a) the tenant or a person permitted on the residential property by the tenant has done any of the following:
 - (i) significantly interfered with or unreasonably disturbed another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;
 - (iii) put the landlord’s property at significant risk;
 - (iv) engaged in a noxious, offensive or illegal activity that:
 - (A) has caused or is likely to cause damage to the landlord’s property;
 - (B) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property; or
 - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;
 - (v) caused extraordinary damage to the residential property; and
 - (b) it would be unreasonable to wait for a notice to end the tenancy pursuant to section 58 to take effect.
- (3) If an order is made for the purposes of this section, the landlord is not

required to give the tenant any notice to end the tenancy.

(4) If an application for an order of possession pursuant to this section is denied, the hearing officer may:

(a) make an order ending the tenancy as if the landlord had given notice to end the tenancy pursuant to section 58; and

(b) make any other order that the hearing officer could make as if the notice mentioned in clause (a) were a notice to end the tenancy given pursuant to section 58.”

[29] This section use phrases such as “significantly jeopardized”, “caused extraordinary damage” or “significant risk” to distinguish them from minor events or occurrences which arise from the normal day-to-day social friction of co-existing with other persons.

[30] The second element for a successful section 68 application is the consideration that it would be unreasonable to wait until the section 58 notice would take effect. I take the reasonableness of this provision to imply a broad range of considerations, most notably the severity of the underlying conduct and the danger it represents to property or a person. Mitigating this consideration are the Tenant’s efforts, if any, to address the concern and also a balancing, with regard to the overall public interest, between the risk to property or another person and the possible consequences of an immediate eviction upon the Tenant.

[31] Section 70(11) allows the Tenant a defense against the application for eviction in the event the Tenant can show the Landlord is acting in bad faith with respect to certain defined instances (emphasis mine):

(11) In any application by a landlord for possession of a rental unit, the tenant may also request an order of relief pursuant to this section and a hearing officer may grant that relief if it appears to the hearing officer that:

(a) a notice to end the tenancy agreement was given to the tenant because of the tenant’s good faith complaint to the director or to any other agency of the Government of Saskatchewan, the Government of Canada or a municipality alleging the contravention of any Act, bylaw or other law dealing with health or safety standards, including housing standards;

(b) a notice to end the tenancy agreement was given to the tenant because of the tenant’s attempt to secure or enforce the tenant’s rights pursuant to this Act;

(c) the landlord has contravened a provision of the tenancy agreement or has contravened any standard condition;

(d) a notice to the end the tenancy agreement was given to the tenant for non-payment of rent pursuant to section 57 and the hearing officer is satisfied that:

(i) the non-payment of rent relates to amounts that are the result of an increase to the rent and the landlord increased the rent for the purpose of enabling the landlord to end the tenancy; and

(ii) it is just and equitable for the order to be made.

- [32] Therefore, an application made pursuant to section 68 requires the following elements:
1. On the balance of probabilities, the Landlord has established at least on the bases for eviction has been contravened;
 2. It is unreasonable to wait for notice pursuant to section 58 to take effect; and
 3. The Tenant has not established that any of the bases pursuant to 70(11) are applicable.

ISSUES:

- A. Jurisdiction and Test**
- B. Was Mr. Toulejour a tenant or Person Permitted on the Property by the Tenant?**
- C. Was Jayden a Person Permitted on the Property?**
- D. Does Mr. McIntyre’s actions warrant immediate eviction?**

A. Jurisdiction and Test

- [33] The first issue raised by Counsel for the Tenant and Landlord was if the Corporation has standing to make this application. Three cases have canvassed this issue (*Terrace Condominium Corporation c/o Colliers McClocklin Real Estate Corp. v. L.L. and M.R.*, (CanLII) 2017 SKORT 355 [“*Terrance*”], *De Marco Point Townhomes Condominium Corporation v. G.C.*, (CanLII) 2019 SKORT 2 [“*De Marco*”], and *Prairie Heights v Little*, (CanLII) 2020 SKORT 1018 [“*Prairie*”]).
- [34] In *Terrance*, a hearing officer determined a Corporation has standing “if it is claiming that the tenant’s actions/behaviour constituted ‘excessive noise’ or ‘a danger to, or intimidates, persons who reside in or on other units.’” After the hearing officer found they had standing, she considered section 80 of the *CPA* and then section 58 and 68 of the *RTA*. The corporation was unsuccessful in their application.
- [35] In *De Marco*, the hearing office found that “only breaches of bylaws that correspond to the enumerated grounds of section 80 as stated above – excessive damage, excessive noise, danger to or intimidating persons in other units – should be considered in making a decision in this circumstance.” In this decision, the hearing officer awarded possession to the corporation after he determined that the tenants caused excessive noise as per section 80 of the *CPA* and did not consider sections of the *RTA*.
- [36] In *Prairie*, the hearing officer found that “[s]ection 80 [of the *CPA*] is intended to work in conjunction with section 68 allowing a condominium corporation to step into the shoes of the owner in the event of a default on the part of the owner’s obligations respecting a tenancy. In my view, the combination of these two provisions effectively joins the tenant and owner as one actor given it assumes a combined default of both the owner and the tenant of their obligations as provided in the [*RTA*].” In this decision, it was determined in a “person permitted on the residential property” could still be considered in these blended applications under section 68 of the *RTA*. The hearing office analyzed the claim

under the context of a section 68 application.

- [37] First, the bylaws of the Corporation allow the Corporation to bring forward this type of claim and therefore have standing.
- [38] Second, counsel for the Tenant and Landlord stated that the legislature intended that corporations should only be able to bring applications against the tenants themselves, otherwise this section would have been worded differently. The Tenant is not responsible for any of the incidents listed. However, to do I would be asked to ignore subsection 80(3), which states that “the provisions of *The Residential Tenancies Act, 2006* with respect to applications for an order for possession of rented premises apply, with any necessary modification, to applications pursuant to this section.” It is my opinion that this section extends to permitted persons that are allowed access to the property in addition to the tenant alone, as is apparent in the wording of section 68 of the *RTA*. If this were to be read narrowly, as counsel for the Tenant and Landlord would like me to do so, it could potentially lead to situations where a corporation would not have grounds to evict a tenant if the actions were only attributable to their guests alone and if the landlord is unwilling to bring forward a section 68 application.
- [39] Lastly, it appears that it was intended that section 80 of the *CPA* limits the types of applications a corporation can bring forward under section 68 of the *RTA*. Excessive damage would correspond to subsections 68(iv)(A) and 68(v) of the *RTA*. Excessive noise would correspond with subsections 68(i) and 68(iv)(B) of the *RTA*. Danger and intimidation would correspond with subsections 68(ii) and 68(iv)(B) of the *RTA*. As a result, I will analyze the incidents as if this was section 68 application under the *RTA*, but limited to those specific subsections if they arise.

B. Was Mr. Toulejour a tenant or Person Permitted on the Property by the Tenant?

- [40] Mr. Toulejour’s actions of urinating and defecating in the common areas of the Property may have constituted grounds for an immediate eviction based on section 68 of the *RTA*. However, Mr. Toulejour was a tenant in his own right since on or around March 26, 2020. Accordingly, when he committed those actions he was a tenant and not a permitted person or guest of the Tenant. He has since vacated and no longer resides in the Property. The Corporation admitted that Mr. Toulejour is banned from the Property. Therefore, I am not going to attribute the actions of Mr. Toulejour to that of the Tenant as a permitted person allowed on the Property.
- [41] I understand the Corporation and Progressive were not aware of this prior to the hearing. The Landlord did not provide Progressive with an accurate tenant list. The Landlord should work with the Corporation and Progressive for the betterment of the Property, the owners, and the residents. The Corporation and Progressive have and are taking serious steps to attempt to remedy what appear to be longstanding issues within the Property. The Landlord should assist them with this and provide them with accurate and updated information in the future.

[42] The Tenant is warned that Mr. Toulejour has been banned from the Property. If the Tenant allows Mr. Toulejour access to the Property in the future this may be sufficient grounds for the Corporation to bring a section 58 or 68 application against the Tenant if the Landlord is unwilling to do so.

C. Was Jayden a Person Permitted on the Property?

[43] Any allegation of threats, assault or other personal violence is taken seriously by the ORT. In past decisions, the ORT has evicted tenants for: assaulting tradespersons sent by a landlord to a property (*Boardwalk REIT Property Holdings Ltd. v Alkhateeb*, 2019 SKORT 282); for committing assaults on a landlord or its staff (*614225 SK LTD. v D.L.*, 2019 SKORT 22; for tenants being involved in gang activity or fights with third parties on rental property (*S.A. v. O.N.*, 2018 SKORT 39 (CanLII), 2018 SKORT 039); for tenants fighting and assaulting each other (*DFB Capital Ltd. v. E.E.*, 2017 SKORT 84); and for tenants assaulting former renters and other third parties at the rental property (*N.U. v. E.R.*, 2017 SKORT 347); for tenants using weapons or uttering threats to a landlord or its agents (*Boulevard Real Estate v Bonick*, 2019 SKORT 850); and for tenants using gang associations to intimidate and threaten a landlord or other party or where an associate of a tenant assaults a landlord or its representatives (*Leno Investments Inc. v. B.T.*, 2016 SKORT 310).

[44] The question that remains is if Jayden was found to be permitted on the property by the Tenant. The onus is on the Corporation to prove this on a balance of probability and must provide clear and cogent evidence to support this. After this submissions of the parties, I am unable to determine that the Tenant allowed him access to the Property prior to 8:30am. The Tenant and Mr. McIntyre testified that they did not do so. Although Jayden entered into the property at around 8:30am and went to the Tenant's room, the Tenant and Mr. McIntyre stated that they did not even provide him access to enter the Property even then. Counsel for the Landlord and Tenant pointed out that Jayden may have known other people at the Property. For example, he is seen leaving (floor number) on May 18, 2020, when he urinates in the stairwell. If Jayden was provided access prior to 6:00am by the Tenant, then why did he not go to the rental unit and instead just hang around the entrance lobby?

[45] Unlike the decision of *Prairie*, which involved the same Landlord and Corporation, the evidence does not show that Jayden was allowed regular and repeated access to the Property by the Tenant. The Tenant was forthright that she allowed Jayden access to the unit once after May 16, 2020, when she gave him her fob when he was dropping off supplies for her grandkid. The Tenant has stated that she will not allow Jayden to return to the Property after she found out about this assault. Counsel for the Tenant asked me to make an adverse inference as the Corporation did not provide the video of how Jayden entered prior to 6:00am on May 16, 2020. I would agree that this should have been provided as it may have cleared up a lot of these issues. The only evidence I have before me show that the Tenant was provided a fob to enter the Property around 8:30am after the assault and after he attempted to buzz someone to allow him to enter. The Corporation infers that this must have been provided by the Tenant, of which the Tenant denies. The

Corporation's property manager admitted on cross-examination that they have difficulty controlling access to the Property. Therefore, the Corporation has not proven on a balance of probability that Jayden was a permitted guest on the Property by the Tenant when the assault occurred nor that the Tenant herself was aware of the assault until this application was brought.

- [46] The Tenant is warned that if she allows Jayden access to the Property in the future this may be sufficient grounds for the Corporation to bring a section 58 or 68 application against the Tenant if the Landlord is unwilling to do so.

D. Do Mr. McIntyre's actions warrant immediate eviction?

- [47] Mr. McIntyre is a permitted person allowed to enter the Property by the Tenant. On May 20, 2020, he was found smoking in the stairwell with what is presumed to be another tenant and/or guest of another rental unit in the Property who was walking down the stairwell. He testified and admitted to doing so. Smoking has been found in other ORT decisions to be grounds for a section 58 and/or 68 applications. However, in this circumstance, I am unwilling to do so as it would appear other tenants and/or guests have done so and the Landlord presented no evidence to the damage and/or concerns of other residents about this. The Property Manager admitted that there around a hundred of incidents a week occurring at this Property. The Corporation's counsel provided no evidence to why it would be unreasonable for section 58 to apply in these circumstances.

- [48] Furthermore, I do not find that Mr. McIntyre sleeping in the common area on April 20, 2020, is an incident serious enough to warrant a section 68 eviction.

- [49] Mr. McIntyre is warned that any future smoking in the stairwell or common areas of the Property may be sufficient grounds for the Corporation to bring a section 58 or 68 application against the Tenant if the Landlord is unwilling to do so.

- [50] I would like to thank everyone involved for their well-prepared arguments.

ORDER:

- [51] Pursuant to section 80 of *The Condominium Property Act, 1993* and sections 68 and 70 of *The Residential Tenancies Act, 2006* the Corporation's application is dismissed.

Dated at **Saskatoon, Saskatchewan** this **11th** day of **June, 2020**.

Andrew Restall
Deputy Director