

CITATION: Toronto Standard Condominium Corporation No. 2510 v. All
Unit Owners of Toronto Standard Condominium Corporation No. 2510,
2020 ONSC 6582
COURT FILE NO.: CV-20-649863
DATE: 20201028

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:)
)
TORONTO STANDARD)
CONDOMINIUM CORPORATION)
No. 2510)
Applicant)
) *Timothy M. Duggan, for the*
- and -) Applicant
)
ALL UNIT OWNERS OF)
TORONTO STANDARD)
CONDOMINIUM CORPORATION)
No. 2510)
)
Respondent) *Benjamin Lee for Unit Owner Wei*
) *Liu*
)
)
) Unit Owners Rajat Sharma, Adam
) Gelberg, Lucas Frattura,
) Mohammad Reza Talebi, Rabia
) Sohaib, Tina Ahmed, Mark Brion,
) Nick Lu, Aleem Lakhani, I.
) Bakhsh, Daca Pavloska, Zoe
) Zhang, Wei Zheng, Maria Gartun,
) and Muhammad Khan,
) representing themselves
)
)
) **HEARD:** October 27, 2020

F.L. MYERS J.

REASONS FOR JUDGMENT

The Decision

[1] For the reasons that follow, I declare that the notice of meeting of unit owners of TSCC No. 2510 called for October 28, 2020 pursuant to a requisition submitted by Mr. Rajat Sharma on August 28 and September 28, 2020 violates the *Condominium Act, 1998*, SO 1998 c 19 and is void.

[2] While unit owners are free to meet as they please informally, they may not pass any resolutions at tonight's proposed meeting that are valid or binding in law on any unit owner or the condominium corporation.

[3] Mr. Sharma concedes in his evidence and in his submissions that the notice of meeting that he has sent does not comply with the minimum requirements listed in the statute. While he and his supporters are disappointed that management was not more helpful to assist them to convene a proper meeting of unit owners, that blame does not make their insufficient notice legal.

[4] Notice of meetings of unit holders is required to protect vital interests of unit owners. In many if not most cases, their condominiums are probably their most valuable assets. Much of condominium law is consumer protection legislation designed by the government to protect retail condominium buyers from loss and abuse. The statute has very specific requirements to ensure that all unit owners receive full, timely notice of meetings at which important decisions are to be proposed for their consideration and for voting. These enhanced notice requirements, discussed below, protect owners from entrenched management as much as from each other.

[5] Mr. Sharma did not provide notice of the proposed meeting to all unit holders as required. That is enough to invalidate his notice. He also failed to use the required form or to include with his notice the requisition on which the meeting was based. He also did not meet the mandatory time limits. Therefore, the meeting was not lawfully called and cannot transact lawful business of the condominium corporation.

[6] There is a serious issue to be tried as to whether Mr. Sharma submitted 202 valid signatures with his requisition to fulfil the 15% statutory minimum.

Even if he did, the earliest that he can call a meeting is November 18, 2020 by my reckoning. If he does as intended in his requisition, he will leave the corporation dangerously exposed without a functioning board of directors or management pending the election of directors at the annual general meeting on November 23, 2020. As the board of directors has already incorporated Mr. Sharma's proposed issues into the agenda for the AGM, the balance of convenience weighs heavily in favour of enjoining any meeting under the requisition for the few days between November 18 and the AGM on November 23, 2020.

This Application

[7] TSCC No. 2510 asks the court for:

- a. a declaration that the requisition for a meeting of the unit owners of TSCC 2510 that was submitted in counterparts by Rajat Sharma ("Sharma") on or about August 28 and September 28, 2020 (collectively the "Requisition") is invalid;
- b. a declaration that the meeting of owners that one or more unnamed person(s) (the "Unknown Persons") has or have purported to call pursuant to the Requisition to be held on October 28, 2020 (the "October 28 Meeting") was not validly called;
- c. an interim and permanent injunction prohibiting any meeting of owners from being held pursuant to the Requisition, whether on October 28, 2020 or otherwise;
- d. in the alternative to paragraphs [(a)-(c)] above, an order that the October 28 Meeting shall not take place, and that such business as may be validly set out in the Requisition shall be added to the agenda for TSCC 251 O's annual general meeting of owners (the "2020 AGM") to be held on November 23, 2020;
- e. in the further alternative to paragraphs [(a)-(c)] above, an order that:
 - i. the October 28 Meeting shall be chaired by the President of the corporation or his delegate pursuant to TSCC 251 O's By-law No. 1; and

- ii. the October 28 Meeting shall be held electronically on a platform to be arranged for by TSCC 2510;
- f. in the event that this Honourable Court grants the relief described in paragraph [(d) or (e)] above, an order that any proxies submitted for use at the 2020 AGM or the October 28 Meeting (as the case may be) shall be delivered directly to the corporation prior to the meeting by the unit owner giving such proxy, and shall be accompanied by a copy of such unit owner's photo identification;
- g. if this application is opposed, costs of this application to be paid by the party or parties opposing same;

[8] TSCC No. 2510 commenced this application on October 21, 2020. On Friday, October 23, 2020, I heard a case conference by Zoom at which over 70 people attended. Many unit owners participated. As a result of that case conference, the application was scheduled for return on October 27, 2020. The applicant's evidence was delivered on Saturday October 24, 2020. Six unit owners plus Mr. Sharma delivered evidence by Monday, October 26, 2020.

[9] Again, over 70 people attended the Zoom hearing of the application on October 27, 2020. All the affiants for both sides attended and affirmed the truth of their evidence at the hearing.

Factual Background

[10] I provide only enough facts for readers to understand the issues. The question before me for decision is whether the notice of meeting called for October 28, 2020 is valid. The merits of the disputes among the parties are not before me for decision.

[11] TSCC No. 2510 consists of two large buildings at the south end of York St. in downtown Toronto. There are over 1,300 residential condominium units in the two buildings in the aggregate.

[12] There are several different strands of concerns being raised by various parties.

[13] A large proportion of unit owners in these two buildings rent out their units for short terms rentals through Airbnb or otherwise. That has led to some controversial events including at least two shootings.

[14] The board of directors adopted Rule 9 that puts limits on short term rentals and makes unit owners who engage in short term rentals more accountable to the corporation. Unit owners whose business depends on maximizing short term rentals oppose Rule 9 and wish to see it repealed. Mr. Sharma has been very vocal at times in his opposition to Rule 9 although he now downplays that issue.

[15] A second source of concern, currently voiced by Mr. Sharma and his supporters, is aimed at what they say are both poor building management and heavy-handed efforts by the management company to entrench itself at the expense of unit owners. They point to problems with elevators, electricity, plumbing, and expensive condo fees as among the sources of their concerns. As a result, they seek the replacement of the board, the management company, and its security contractor.

[16] Some owners simply support management and oppose those favouring short term rental and the repeal of Rule 9. Others agree that the buildings are poorly managed. They are prepared to see management changed, but they support Rule 9 and want to maintain protection from short term renters.

[17] I heard from owners who raise safety concerns, and others who likened the condominium to the titanic on its way to the bottom of the ocean. They say that the owners need to speak to each other and act to save their investments.

[18] There is a distinct undertone, from all but the most fervent of management's supporters, that the management company is perceived to be improperly entrenching itself. They understand that a subsidiary of the management company controlled approximately 280 proxies at last year's annual general meeting. Owners did not get to inspect the proxies to ensure they were regular. (I do not know if any asked to do so.) In face of Mr. Sharma's requisition for a unit owners' meeting, management wrote a three-page letter that is highly critical of the requisition. The management company spent time (and therefore money) having employees call unit owners who had signed the requisition to encourage them to change their positions. Management presented oral evidence of having so much success that there are not enough

signed requisitions remaining to meet the statutory minimum 15% required to requisition a unit owners' meeting.

[19] The evidence of the condominium corporation is quite different as one would expect. It says that Mr. Sharma's efforts to obtain signatures for his requisition were misleading. It said that unit owners complained about being spammed by Mr. Sharma and receiving contacts at their private email addresses. Employees of the management company say that they told unit owners that Mr. Sharma was proposing to repeal Rule 9 and to support reduced owner accountability for short term rentals and this led many to retract their signatures on the requisition.

[20] Several owners who supported Rule 9 were nevertheless critical of management. They say that there is no process for owners to meet to speak free from management's control. Both sides do not allow the other free access to their social media sites. But the management company is not an owner. Owners say that it should not be spending their money to shield itself from review, to entrench itself by controlling the proxy mechanism for election of the members of the board of directors, or to suppress dissident factions.

[21] Mr. Sharma feels that he had to fight to obtain an owners' list to which he was entitled under the statute. He has been opposed at every turn by management. His requisition, when first delivered, was met by silence and then outright rejection. No one offered to sit with him to hear concerns, guide him through the meeting requisition process, or to suggest a more constructive alternative for discussions among disparate groups of unit owners.

[22] I explained to Mr. Sharma and his supporters that management control of the proxy mechanism is a part of the public corporate democracy structure in most of our statutory regimes. If unit owners are giving their proxies to management, then dissidents need to fight harder for the hearts and minds of owners. The democratic process can be messy.

[23] However, in my endorsement dated October 23, 2020, I also suggested that the appointment of an independent chair for the corporation's upcoming annual general meeting should go a way toward assuaging concerns about the possibility of misuse of the voting apparatus. The President of TSCC No. 2510 has now appointed Antoni Casalnuova as independent chair of the annual general meeting. Mr. Casalnuova is a lawyer who practises condominium law

in Toronto. Provided that he reads the room right and favours neutrality and transparency, Mr. Casalnuova can help facilitate communication at the annual general meeting and build bridges among the owners.

The Requisition

[24] The requisition delivered by Mr. Sharma on August 28, 2020 called for the board to convene a unit owners' meeting within 35 days. It was supported by 210 purported signatures of unit owners. As discussed below, the statute requires that a requisition have the support of 15% of the owners. That works out to 202 owners in this case.

[25] The requisition said that that the meeting will require a vote of unit owners i.e. the meeting is not just for informational purposes. The matters to be dealt with at the meeting included:

- a. The repeal of Rule 9;
- b. The removal of all five members of the board of directors;
- c. A new rule to allow unit owners to use the corporation's social media site without intervention of management;
- d. Removal of the property manager; and
- e. Removal of the security contractor.

[26] Mr. Duggan notes that only the removal of the directors is properly business brought before a meeting of owners. The rest of the proposals, he says, deal with operations and business for the board of directors. I do not need to resolve that issue today and decline to do so.

[27] On September 8, 2020, the president of the corporation wrote to Mr. Sharma to reject the requisition stating simply:

Upon careful examination of the requisition forms it was determined that the submissions did not meet the requirements of the Condominium Act primarily due to duplicate forms and units in arrears.

[28] On September 25, 2020, counsel for the corporation wrote to Mr. Sharma rejecting the requisition more formally. Counsel described three specific deficiencies that he said disqualified 36 signatures. Counsel also recites that:

...a very large number of forms were deemed to be invalid by owners who rescinded their signatures base on a lack of informed basis (i.e. the owners indicated to the corporation that they were not fully aware of the source and the purpose of what they had signed). found specific issues that it described.

[29] Counsel's letter simply asserted that the minimum number of owners' signatures was not obtained. This bald assertion by counsel is not sufficient proof that any specific number of requisition signatures have been validly rescinded. Who are the owners who deemed forms invalid? What were they told of the source and purpose of what they had signed? On what basis does the corporation purport to accept as effective hearsay oral rescission of signed documents as told to employees of the management company who have been tasked with speaking privately to unit owners? What exactly were those employees tasked to do? Might the employees' calls have been perceived as coercive?

[30] On September 28, 2020, in response to management's indication that he had submitted too few signatures, Mr. Sharma delivered 100 more.

[31] Mr. Sharma's evidence too did not establish on the balance of probability that any specific number of valid signatures had been submitted (greater than the required 202).

[32] On October 14, 2020, claiming management had not called the requisitioned meeting in the time prescribed, Mr. Sharma delivered a notice of meeting to call the meeting himself under the statute.

[33] The notice of meeting takes the form of a ballot. It provides the time and location of the proposed meeting on October 28, 2020. The ballot proposes the removal of three directors, the repeal of Rule 9, the removal of the manager and security contractor, and the other matters listed in the initial requisition.

The Condominium Act, 1998

[34] I have set out most of sections 46 and 47 of the *Condominium Act, 1998* in Appendix “A” to these Reasons. In the Appendix, I have bolded the text that I describe in this part of my Reasons.

[35] Under s. 46 (1) of the statute a requisition may be made by 15% of the owners shown in the corporate records described in s. 47 (2). I note that this is a specific reference to s. 47 applying to a requisitioned meeting. I will come back to this.

[36] Under s. 46 (4)(b) the board of directors has a duty to call and hold a meeting within 35 days of receiving a requisition under 46 (1) i.e. one with signatures of 15% of the owners.

[37] Under s. 46 (5), if the board does not hold a meeting within 35 days of receiving the requisition under s. 46 (1), then the requisitioner may call a meeting within 45 days.

[38] Section 47 speaks of how notice is provided to owners where notice is required by the statute. It provides for notice to be given at least 15 days before a meeting and it specifies how one is required to serve notices on unit owners. But Mr. Sharma notes that s. 46 does not say anything about giving notice to unit owners to call a meeting where the board fails to do so. Section 45 sets out the requirements for the board to give notice when the board calls a meeting. But s. 46 is silent on notices when the board declines to do its duty to call a meeting.

[39] One might wonder how a meeting can be called if not by giving notice to those invited. On the other hand, Mr. Sharma argues that the technicalities of notice in s. 47 are far too detailed for lay people who are, by definition, being stymied by a corporation’s board of directors that refuses to call a meeting despite receiving a valid requisition. He and several of his supporters argued that Mr. Sharma used social media and did the best he could. The court should be promoting discussion and unit owner democracy they submit.

In assessing the meaning of a statute, the court is required to consider the words used by the legislature, in their context, and considering the purpose of the statute. I agree with Daley J. in *Hogan v. Metropolitan Toronto Condominium Corporation No. 595*, 2014 ONSC 3503 (CanLII),

The commercial reality of the relationship between the condominium unit owner and the condominium Corporation is such that both the aspects of corporate governance and consumer protection are concurrently engaged and must be weighed when considering a dispute such as this. The provisions of the legislation must be interpreted as being remedial and shall be given such fair, large and liberal interpretation as best ensures the attainment of its objectives: *Legislation Act, 2006*, S.O. 2006, c. 21, Sched. F, s. 64

[40] I approach the analysis of the statute both from a commercial perspective and with its consumer protection purposes in mind.

[41] In my view the words of the statute answer the question of whether the notice provisions in s. 47 apply to a meeting requisitioned under s. 46. Section 47 (7)(b)(ii) expressly provides that a notice of meeting to owners shall be accompanied by “a copy of the requisition, if an owner has made a requisition under section 46”. Section 47 therefore contemplates that a requisitioned meeting will have a notice sent to unit owners in accordance with its terms and accompanied by the requisition.

[42] As I mentioned above, s. 46 (1) itself incorporates s. 47 (2) in defining who qualifies as an owner under the records of the condominium corporation. This is another indication that the legislature intends s. 47 to apply to meetings called under s. 46.

[43] In addition, subsection 47 (7)(b)(iii) provides that notices of meetings shall also be accompanied by any material that is “prescribed” and in the prescribed manner. Section 1 (1) of the statute is an index. It says that the word “prescribed” means “prescribed in the regulations”. The general regulation under this statute is O. Reg. 48/01. In section 12.8 (2) the regulation requires that notices of meetings of owners shall be in a specified form found in s. 16.1. That section directs us to the website of the Condominium Authority of Ontario where a very specific form for calling a meeting of owners is found.

[44] I see no basis why the form required by the Condominium Authority of Ontario for giving notice of meetings of unit owners should not apply equally to a meeting called by requisition under s. 46. The unit owners have identical need and receive identical benefit from the use of the required form whatever the source of the meeting.

[45] In my view, this analysis is consistent and supported by the consumer protection and corporate governance purposes of the statute. Every corporate statute in Ontario that anticipates owner democracy provides for notice of meetings of owners, boards of directors, and often committees. The common law does not recognize the validity of meetings held without due notice.

[46] There is no act more fundamental to ownership of a condominium than voting. Owners do not have to live in their condominiums. Owners do not have to go to their condominiums. But only owners can vote on resolutions properly before a unit owners' meeting. The unit owner's vote is the way in which management is held accountable. Ensuring that each unit holder is treated fairly and with due regard for this important ownership attribute is absolutely necessary to ensure democratic control of condominium corporations.

[47] In addition, notice at common law and in all corporate statutory regimes implies not just knowing where and when a meeting will be held. Rather, notice requires that a voting participant be given enough information on which to make an informed decision and enough time in which to consider her position.

[48] Section s. 47 (8) emphasizes that notice includes clear information about the substance of the proposals for the meeting. It says:

No vote shall be taken at a meeting of owners on any matter other than routine procedure **unless that matter was clearly disclosed in the notice of the meeting.** [Emphasis added.]

[49] I agree with Mr. Lee's submission that these statutory provisions are not just technicalities. They are safeguards provided by the government and the Condominium Authority specifically to protect unit owners. These provisions ensure that no one, whether management or a group of unit holders, can call a meeting without providing a full and fair opportunity to the community of unit owners to know what is at stake, to consider their positions, and to vote in person or by proxy. The alterative would be to let people foist substantial and prejudicial changes on owners by hijacking meetings that are poorly attended due to insufficient notice.

[50] For the proposed meeting to be validly called therefore, a notice in the form on the Condominium Authority's website must be sent to each owner in the specified manner set out in s. 47. It cannot be sent until 35 days has elapsed from the date when 15% of the owners' signatures were provided to the

corporation with the requisition. It must be sent at least 15 days before the proposed meeting. It must also include a copy of the requisition.

Analysis

[51] As noted at the beginning, Mr. Sharma conceded during the hearing that he did not serve each owner with notice of the meeting in one of the ways set out in s. 47. He also did not use the proper form. He did not include a copy of the requisition. He purported to call the meeting within 35 days of providing the extra 100 signatures that he needed due to disqualifications for reasons apart from alleged orally rescinded signatures. He gave his notice on October 14 for a meeting on the 28th. However, under s. 88 of the *Legislation Act*, the date on which notice is given is not counted in the computation of time. He called the meeting on the 14th day when at least 15 days' notice are required.

[52] On admitted facts, the notice of meeting is invalid and a declaration will issue to that effect.

[53] As noted above, Mr. Sharma has not proved that he delivered a valid requisition. I cannot tell if Mr. Sharma delivered 202 valid signatures for the requisition as required by s. 46 (1). There is a serious issue to be tried either way. A trial or some type of accounting process may be required if the parties cannot agree.

[54] If Mr. Sharma did deliver a valid requisition with his 100 signatures on September 28, 2020, then the board would have until November 2, 2020 to call and hold a meeting. If it fails to do so, Mr. Sharma could theoretically serve a proper notice of meeting on November 3, 2020. If he can serve it on all unit holders in a proper manner, his could, in theory, lead to a meeting as early as November 18, 2020.

[55] The AGM is scheduled for November 23, 2020.

[56] As there is a serious issue to be tried as to whether the requisition is valid, I turn to the other issues for considering whether to enjoin a meeting under the requisition that could be called between November 18, 2020 until the AGM five days later.

[57] I have no hesitation in finding the removal of three or five members of the board in a potentially illegally-called meeting causes irreparable harm that

is not speculative. The board will be left with less than a majority of its five members. It will not have a quorum. Mr. Sharma went out of his way to ensure that I understood that he was not proposing to replace board members. New elections can be held at the AGM. But in the interim, the corporation is left without a board. Moreover, I am dubious that a unit owners' meeting has the authority to fire a management company. But if it purported to do so, the uncertainty would then leave the corporation without a board or management or security. (As an aside, no one mentioned having even considered whether the management company and the security company might have claims for massive damages on being summarily dismissed.) It is simply not responsible stewardship to strip a corporation of its board, management, and security without a transition plan. The corporation's existence would truly be placed in jeopardy. That is irreparable harm.

[58] As to the balance of convenience, the key fact is that the AGM is being held just five days later with an independent chair. The board of directors has agreed to put the issues listed in the requisition before the annual general meeting. The risk to the requisitionists of a few day's delay is far less than the risk to the corporation of being stripped of its corporate controls, structure, and security even if only for a week.

[59] Accordingly, in addition to the declaration that the notice of meeting is void, I grant an interlocutory injunction prohibiting the calling of a unit owners' meeting under Mr. Sharma's requisition pending the AGM on November 23, 2020.

[60] I may be contacted to schedule a process for the final determination of the factual issues.

[61] Several of the unit owners who spoke in court also asked for a process for unit holders to communicate without fear or censorship. The reality though is that they do not know how to achieve their goals. I heard several submissions about the possibility of appointing administrators, or third-party managers in response to acts that may be misconduct or oppression if true. These are all issues that can be dealt with under the statute in several different ways. What they are missing is someone who understands the complicated law, the process issues, and the business realities to assist them to determine how to best organize and advocate for the things that they seek. **The unit owners should give serious consideration to retaining an experienced lawyer who**

practises in the condominium field. As they have learned in this endeavour, this is a complicated field in which to navigate. While parties are readily welcomed in court to represent themselves, without knowledge of the law, the applicable procedure, or the business structure issues, and without years of practical education and experience to develop the skillset needed to effectively present cases in court, they are lacking key elements needed to effectively make their cases.

[62] The corporation asked me to reserve its right to seek costs. That may play right into the hands of those who accuse it of being heavy-handed, penalizing dissent, and suppressing communication. But, if it insists, the applicant may submit no more than three pages of submissions by November 3, 2020. Anyone against whom the applicant seeks a costs award may respond with no more than three pages of submissions by November 10, 2020. Both sides shall deliver a Costs Outline and any offers to settle on which they rely in addition to their submissions. No case law or statutory material is to be provided. References to case law or statutory material shall be made by hyperlinks to CanLII embedded in their submissions. Submissions shall be sent in OCR searchable PDF format as an attachment to my Judicial Assistant.

F.L. Myers J.

Released: October 28, 2020

Appendix “A”

Condominium Act, 1998

Requisition for meeting

46 (1) **A requisition for a meeting of owners may be made by those owners who at the time the board receives the requisition, own at least 15 per cent of the units, are listed in the record maintained by the corporation under subsection 47 (2) and are entitled to vote.**

Form of requisition

(2) The requisition shall,

- (a) be in writing and be signed by the requisitionists;
- (b) state the nature of the business to be presented at the meeting;
and
- (c) be delivered personally or by registered mail to the president or secretary of the board or deposited at the address for service of the corporation.

Same, removal of directors

(3) If the nature of the business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director who is proposed to be removed, the name of the director, the reasons for the removal and whether the director occupies a position on the board that under subsection 51 (6) is reserved for voting by owners of owner-occupied units.

Duty of board

(4) Upon receiving a requisition mentioned in subsection (1), the board shall,

- (a) if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the meeting to the agenda of items for the next annual general meeting; or

(b) otherwise call and hold a meeting of owners within 35 days.

Non-compliance

(5) If the board does not comply with subsection (4), a requisitionist may call a meeting of owners which shall be held within 45 days of the day on which the meeting is called.

Reimbursement of cost

(6) Upon request, the corporation shall reimburse a requisitionist who calls a meeting under subsection (5) for the reasonable costs incurred in calling the meeting.

* * *

Giving notice to owners

47 (1) Any notice that is required under this Act to be given to owners shall,

(a) be in writing;

(b) be given at least 15 days before the day of the meeting, if the notice is a notice of meeting of owners;

(c) if the notice is a preliminary notice described in subsection 45.1 (1), be given at least 20 days before the subsequent notice of meeting of owners described in that subsection;

(d) be given to the owners in accordance with subsection (4); and

(e) if the notice is a notice of meeting of owners or a preliminary notice described in subsection 45.1 (1), be given to the mortgagees described in subsections (2) and (3) in accordance with subsection (5).

Record date

(2) In the case of a notice of meeting of owners, the owners and mortgagees whose names, 20 days before the day of the meeting, appeared in the record of the corporation required by section 46.1 or were required by that section to appear in that record shall be

deemed to be the owners and mortgagees to whom the notice is required to be given under subsection (1).

* * *

Service on owner

(4) A notice that is required to be given to an owner shall be,

(a) delivered to the owner personally;

(b) sent by prepaid mail addressed to the owner at the address for service that appears in the record of the corporation required by section 46.1 or that is required by that section to appear in that record;

(c) sent by facsimile transmission, electronic mail or any other method of electronic communication if,

(i) the owner agrees, in accordance with subsection (6), that the party giving the notice may give the notice by that method, and

(ii) a statement of that method of giving notice appears in the record of the corporation required by section 46.1 or that is required by that section to appear in that record; or

(d) delivered at the owner's unit or at the mail box for the unit unless,

(i) the party giving the notice has, by the following time, received a written request from the owner that the notice not be given in this manner,

(A) in the case of a notice of meeting of owners, at least 20 days before the day of the meeting, or

(B) in the case of a preliminary notice described in subsection 45.1 (1) or any other notice to owners that

is not a notice of meeting of owners, at least five days before the day the notice is given, and

(ii) the owner has given an address for service described in clause (b) that is not the address of the unit of the owner or the address for the mail box for the unit. 2015,

* * *

Agreement to electronic delivery

(6) The agreement mentioned in clause (4) (c) or (5) (c) shall be,

(a) in writing and in the prescribed manner; or

(b) in a form, other than writing, if it is in accordance with the regulations, if any.

Content of notice of meeting

(7) **A notice of meeting of owners shall,**

(a) specify the place, the date and the hour of the meeting, as well as the nature of the business to be presented at the meeting; and

(b) be accompanied by,

(i) a copy of all proposed changes to the declaration, by-laws, rules or agreements that are to be discussed at the meeting,

(ii) a copy of the requisition, if an owner has made a requisition under section 46, and

(iii) all other material, if any, that is prescribed and that is presented in the prescribed manner, in addition to any material that this Act requires.

Matters at meeting

(8) No vote shall be taken at a meeting of owners on any matter other than routine procedure unless that matter was clearly disclosed in the notice of the meeting.

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BETWEEN:

TORONTO STANDARD CONDOMINIUM
CORPORATION No. 2510

Applicant

– and –

ALL UNIT OWNERS OF TORONTO
STANDARD CONDOMINIUM
CORPORATION No. 2510

Respondent

REASONS FOR JUDGMENT

F.L. Myers J.

Released: October 28, 2020