Court of Queen's Bench of Alberta

Citation: Lauder v Condo Corp No 932 1565 (Grand Carlisle), 2022 ABQB 382

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Date: 20220607
Docket: 1803 13413
Registry: Edmonton

Between:

Mary Jo Lauder

Plaintiff (Respondent)

- and -

The Owners: Condominium Plan No 932 1565 (o/a Grand Carlisle)

Defendant (Applicant)

Reasons for Decision
of the
Honourable Justice Tamara L. Friesen

INTRODUCTION

[1] The Applicants have appealed – to the Court of Queen's Bench of Alberta – a Master's decision to order that a window be replaced.

[2] Before the Master, Ms. Mary Jo Lauder, a condominium unit owner, claimed that the board of directors of her condominium corporation – The Owners: Condominium Plan No. 932 1565 (O/A Grand Carlisle) ["the Board"] acted improperly by refusing to replace the window.

[3] Master Robertson found that while the Board had acted in "good faith" by following the recommendations of various contractors, they had nevertheless engaged in improper conduct as defined by s 67(1)(a) of the *Condominium Property Act*, RSA 2000, c C-22 (the "*Act*" or

"*CPA*"). Master Robertson held that "the cumulative effect of the Board's actions and inactions" amounted to "improper conduct" as that term is understood in the context of condominium law in Alberta: at paras 260 – 261.

[4] On appeal, the Board argued that in ordering the window to be replaced, Master Robertson misapprehended the evidence and made numerous errors in fact. Further, he created "an untenable standard for condominium corporations to meet." The Board also argued that the Master erred in ordering general damages to be paid to Ms. Lauder in the amount of $5000.00.

[5] The appeal is denied.

PRELIMINARY ISSUE: MOOTNESS

[6] By the time the Master's appeal came before me, the window in question had been replaced. I was advised of this fact at the end of oral argument, as a preface to counsel for the Respondent's submission that the appeal was moot.

[7] The test for mootness was set out by the Supreme Court in ***Borowski v Canada (AG)***, [1989] 1 SCR 342 [***Borowski***]. The first step in the analysis is to ask if the underlying dispute is, in fact, moot: at para 353. The second step is to ask if the court should exercise its discretion to hear the case despite it being moot: *ibid*.

[8] When deciding whether to hear the case, three things should be considered. First, is there a sufficient adversarial context to ensure a full argument with respect to the dispute: at paras 358-59. While the underlying dispute has been resolved, there may be collateral consequences which sufficiently motivate the parties to provide fulsome submissions.

[9] Second, in the interests of judicial economy, should scarce resources be used on a moot appeal: at para 360. Concern over wasting judicial resources will be met if:

1. There will be practical consequences for the parties, even if the case itself is moot (*ibid*);
2. There is a recurring but brief issue that is otherwise unlikely to come up on appeal (at paras 360-61); or
3. The case raises an issue of public importance and resolution is in the public interest (at para 361).

[10] Third, is determining the moot appeal consistent with the adjudicative function of the Court: at para 40. It is not the Court's role to make pronouncements on the law in the absence of a dispute, and the Court must be mindful not to usurp Parliament's legislative role: at para 362.

[11] Ultimately, the decision to hear a moot appeal is discretionary. The Court should consider all three of these factors, although all three factors need not support the same conclusion: at para 363.

[12] Here, the mootness argument was raised for the first time after I had read all the materials and heard all the arguments in this case. While this was admittedly very frustrating, the fact that the parties and the Court have put time and effort into a particular matter is not determinative of whether a Court should hear argument on an otherwise moot issue: ***Borowski*** at paras 363-364. Unless the mootness argument has been raised at a preliminary application, most moot appeals will require the Court to hear the arguments and review the materials.

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[13] The Board is clearly concerned about how Master Robertson's decision affects other decisions interpreting and applying s 67 of the *CPA* moving forward. The adversarial context continued, and the facts and issues were fully argued before me even though the window had been replaced. Further, the appeal with respect to issuance of general damages remains a live issue. As such, I have determined it was appropriate for me to hear and determine this appeal.

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STANDARD OF REVIEW

[14] The standard of review from a Master's decision is correctness: ***Bahcheli v Yorkton Securities Inc***, 2012 ABCA 166. As per r 6.14(3) of the *Alberta Rules of Court*, Alta Reg 124/2010, new evidence may be considered on appeal if it is relevant and material.

[15] Where a reviewing judge substantially agrees with the Master and the appeal involves the same record and submissions, the judge can base their decision on the Master's decision if it is otherwise correct in fact and law: ***HOOPP Realty Inc v Emery Jamieson LLP***, 2020 ABCA 159.

ISSUES:

[16] The issues as articulated by the parties were as follows:

(a) Did the Master misapprehend the evidence?
(b) Does the Master's decision leave an untenable standard for condominium corporations to meet?
(c) Did the Master order the condominium corporation to take action and to pay damages without evidence of any damages or any ongoing issues?

FACTS

[17] The facts in this case were presented by way of affidavit evidence and as such, leave little room for dispute. The chronological progression of the controversy is set out in those affidavits, which reference various correspondences and reports between the parties themselves, as well as between the parties and various contractors.

[18] I do not propose to review the facts in detail as Master Robertson carefully considered and analyzed them in his decision. I offer the following brief summary.

Chronology:

March 2014: Ms. Lauder advised the Board that the windows in her condo unit were leaking. Her unit is a corner unit, and the leaking windows were on the north and east walls. The Board sent someone to apply caulking.

April 2014: The Board determined that further work was needed on the windows, obtained a quote from a contractor, and approved further work based on that quote. That work was carried out with respect to Ms. Lauder's unit as well as multiple adjacent units.

July 2014: Ms. Lauder advised the Board via email that there was water streaming into her bedroom window, which is in the north and east corner of the building. Within an hour of receiving the email, Board members came to her unit, knocked, and having received no response,

entered Ms. Lauder's apartment using a key. She was in the shower at the time and exited, wearing her housecoat and towel, surprised to find them in her home. She showed Board Members the floor in her bedroom which was "soaking wet from leaks."

Spring 2015: Ms. Lauder requested that the related interior repairs to her unit be carried out in the Spring of 2015, and the Board agreed. Repairs were done at that time, but only to the windows on the north wall.

July 2015: Ms. Lauder wrote a detailed letter to the Board setting out her concerns, telling them that the windows in her unit were still leaking, and the related disruptions to her living space were ongoing.

October 2015: In response to Ms. Lauder's complaint, further caulking was applied to the windows in her unit by one of the Board members.

March 2016: The Board tabled issues with Ms. Lauder's unit.

April 2016: While inspecting the property, the Board noticed staining on the exterior stucco where repairs had been completed. Ms. Lauder refused the Board entry to her condo at that time. The Board again tabled the issue with Ms. Lauder's unit.

May 2016: Ms. Lauder spoke to Board members about the moisture in her walls. A few days later the Board hired a contractor to investigate. The contractor identified an issue with leaking from mechanical systems. The Board approved additional work to be done and determined that a structural engineering firm should be hired to investigate the "moisture problem".

June 2016: A contractor was hired to deal with the additional work. The contractor indicated the staining on the exterior was not related to the windows, but rather, to a "leaky zone valve" which he had repaired. The Board determined no further work needed to be done.

September 2016: The contractor attended Ms. Lauder's condo to deal with repairs to the north wall related to the "leaky zone valve." Some, but not all, interior repairs to her unit were completed.

March 2017: Ms. Lauder hired legal counsel who threatened legal action if the Board did not address the issue of the leaking windows.

June 2017: The Board hired a structural engineer – Mr. Joseph Agbi of Delyte Engineering Ltd – to assess and inspect the walls. Further problems with Ms. Lauder's unit were identified, and significant additional work with respect to the exterior and the walls was recommended, including replacement of the windows in the master bedroom of Ms. Lauder's unit.

June - November 2017: Work was carried out on Ms. Lauder's condo and reports were issued indicating that the east window in the master bedroom did not need to be replaced immediately.

June-July 2018: Ms. Lauder commenced an action with respect to replacement of the window on the east side of her unit. In her Affidavit in Support, she indicated that the east window was still leaking, fogging and freezing up in winter.

Reports:

June 9, 2017 – Engineering Inspection Report from Delyte Engineering Ltd.

- All the recommendations mentioned in Mr. Gauvin's report should be implemented

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June 12, 2017 – Fenestration Review Report of Perma Seal Windows & Doors Ltd. (prepared by Gordon Gauvin)

- Replace all windows in the subject suite

June 15, 2017 – Summary of Specification for Renovation of Walls and Windows from Delyte Engineering Ltd.

- Remove all existing windows on the north and east walls of the main floor and second floor and replace them

November 8, 2017 –Engineer's Report from Delyte Engineering Ltd.

- Recommend window be replaced along with others on the east side of the building in 2019

November 16, 2017 – Report and Warrantee from RML General Contracting Inc.

- Monitor to ensuring caulking seal is not broken. Two-year warrantee given on the basis that engineers advised windows would be replaced…

November 29, 2017 – Final Inspection Report from Delyte Engineering Ltd.

- East window was inspected and found to be well-caulked for the 2017/2018 winter. Expected replacement of all windows on the east side of the building in spring/summer 2019

June 16, 2019 – Engineering Inspection Report from Delyte Engineering Ltd.

- Based on a non-destructive, exterior inspection, all windows on the east side of the building should be changed in spring 2024

December 2019: Engineering Inspection Report from Delyte Engineering Ltd.

- Exterior inspection only indicated no need to replace the window

April 6, 2021: Engineering Inspection Report from Delyte Engineering Ltd.

- Based on an interior and exterior inspection, the window did not need to be replaced until a later date.

ANALYSIS

a) Did the Master misapprehend the evidence?

[19] The Master's decision to order replacement of the east window was based primarily on his findings of fact that east window leaked from 2017 onward, and that the Board knew it leaked, at a minimum, as of June 2018 when they received a copy of Ms. Lauder's filed affidavit.

[20] The Appellants argued that Ms. Lauder's "bald assertion" that the window east still leaked, as described in her affidavit, should not have been accepted as truthful, for various reasons and referencing specific portions of the evidence as set out in their written and oral submissions.

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[21] The Respondent pointed out that Ms. Lauder was not cross-examined on the assertions she made in her affidavit, and her evidence was not contradicted by any other evidence indicating that the windows did not leak. Further, the reports of June and November 2017 reference her complaints about leaking.

[22] The Board submitted that the November 2017 Delyte report detailed the interior inspections, indicated Ms. Lauder was satisfied with work done, and stated that the window in question did not need to be replaced. The Board noted that following the November 2017 intervention, Ms. Lauder did not reach out to advise them of further leaking nor did she attempt to dispute the report; therefore, the Report is, in fact, evidence that the window did not leak from November 2017 onward.

[23] The report in question is not difficult to understand. Master Robertson did not misapprehend it, nor did he ignore its contents. The Report very clearly indicates that the east window had been fixed *for the time being*, but that it would need to be replaced with all the other east side windows, in the spring or summer of 2019. I agree with and adopt Master Robertson's summary and interpretation of that report, which is set out at paragraphs 172 – 183 of his written decision.

[24] The Delyte Engineering report of 2021 which indicates, on interior and exterior inspection, that the east window was not leaking and did not need to be replaced, is concerning for several reasons, not the least of which is the appearance of a possible conflict of interest. I note that the 2021 Delyte report, issued after Master Robertson's decision, stands in direct contradiction to the Delyte reports issued in November of 2017. As such, I have chosen to give the 2021 report no weight in my considerations.

[25] I find as fact, as did Master Robertson, that the east window continued to leak from 2017 onward. I accept that Ms. Lauder notified the Board of the fact that the window continued to leak in June of 2018. Whether they had actual, first-hand knowledge that the window leaked is irrelevant. That they took some action to deal with the complaint is also irrelevant. They were told the east window leaked. The last interior inspection to that window was performed in November of 2017. They knew the window was *still* leaking in 2018. They did not fix it.

[26] Having reviewed the transcript and his decision, I find that Master Robertson reviewed the evidence carefully, asked fair and detailed questions during the oral hearing, and gave counsel for the Appellant ample time to present his alternative view of the evidence.

b) Does the Master's decision leave an untenable standard for condominium corporations to meet?

[27] Under s 67(1)(a) of the *CPA*, there are several different things that could qualify as improper conduct:

> (a) "improper conduct" means
>
> (i) non-compliance with this Act, the regulations or the bylaws by a developer, a corporation, an employee of a corporation, a member of a board or an owner,
>
> (ii) the conduct of the business affairs of a corporation in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of an interested party,

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(iii) the exercise of the powers of the board in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of an interested party,

...

[28] An "interested party" can be an owner, a corporation, a member of the board, a registered mortgagee or any other person who has a registered interest in a unit: *CPA*, s 67(1)(b).

[29] In this case, two different allegations of improper conduct were made. Ms. Lauder raised the argument that the Board failed to meet its statutory obligations under s 37 of the *CPA*, and Master Robertson raised the issue of whether the Board's conduct was oppressive and unfairly disregarded Ms. Lauder's interests.

[30] Master Robertson determined that the Board members were acting in good faith by following the recommendation of professionals, but that their actions had the effect of being oppressive and unfairly disregarded Ms. Lauder's interests. On appeal, the Appellants argue that this creates an 'untenable standard' with respect to how condo board members are to react to complaints by condo owners.

[31] I agree with the Appellants that Master Robertson's handling of the issue of "improper conduct" requires clarification; however, the outcome of his decision was correct.

Duty to Repair and Maintain

[32] Ms. Lauder alleged that the condominium corporation violated the *CPA* by failing to meet its obligations to "keep in a state of good and serviceable repair and properly maintain the real and personal property of the corporation, the common property and managed property": s 37(2)(a).

[33] The leading case on the duty to maintain and the duty to repair is ***Leeson v Condominium Plan No 9925923***, 2014 ABQB 20 [***Leeson***]. ***Hnatiuk v Condominium Corporation No 032 2411 (cob Eaglewood Village)***, 2014 ABQB 22, applies the same principles.

[34] In ***Leeson***, there was water damage caused by ice damming on the roof of a condominium townhouse, and the condo owner alleged that the repairs by the condominium corporation were delayed, and the work was poor. Master Schlosser adopted O'Ferrall J's reasons, as he then was, in ***Philips v Condominium Plan 9512639***, 2010 ABPC 33: ***Leeson*** at paras 9-10. Simply put, pursuant to s 37, a condominium corporation has a duty to repair common property which arises when something is broken. Until something is broken, there is no duty to repair. Once the duty to repair is triggered, the condominium corporation is held to a standard of a reasonable effort within a reasonable time: ***Leeson*** at paras 24-25.

[35] Under s 37, a condominium corporation also has a duty to maintain, which can create a positive obligation on the condominium corporation to inspect, test, service, clean, or conduct other preventative maintenance: ***Leeson*** at para 9. If something falls into disrepair, this is *prima facie* evidence that the condominium corporation breached its duty to maintain. However, the condominium corporation can defend the allegation of a breach by showing that it exercised due diligence in maintaining the common property.

[36] The question of whether a condominium board acted in good faith is irrelevant to either the duty to repair or the duty to maintain. The *Act* does not require that an owner establish that a

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board acted in bad faith in order to make out a complaint of improper conduct. Section 67(1)(a)(i) does not require proof of intent; rather, the condo owner need only prove that the condominium corporation did not comply with the *Act*.

[37] The Master's finding that the Board acted in "good faith" in this matter confused the issue. In any event, that finding cannot be sustained. The affidavit evidence in this case is simply insufficient with respect to drawing conclusions about whether the Board, though its directors, acted in good or bad faith.

[38] In ***Leeson***, Master Schlosser found that the condominium corporation had initially met its duties by relying on an engineering report that the roof was in good condition and then by removing the ice damming. However, when it was clear there were still issues with the roof, the condominium corporation was no longer entitled to rely on the report and, by doing nothing, breached its duty to maintain.

[39] In this case, Ms. Lauder alleged a breach of the duty to repair and of the duty to maintain. This is fundamentally a fact-based inquiry into whether the corporation met the required standards for each of these duties. I agree with the Master's conclusion that the Board initially met its duties to inspect and repair. However, in 2018, the Board turned a blind eye to the continued water issues, which triggered the duty to maintain and, in this case, to investigate the problem. It also triggered the duty to repair the leaking window.

[40] Up until 2018, the Board was entitled to rely on the reports from November 2017, which indicated that the problem had been resolved and the windows did not need to be replaced until 2019. However, when it was clear the window was still leaking, the Board had an obligation to investigate the problem and to repair the leak. The subsequent engineering reports do not show due diligence on the part of the Board, given that the reports did not address the issue of the leaking on the east wall and did not include an interior inspection. In other words, they did not address the issue of the continued leak.

[41] Therefore, I find that the Board violated s 67(1)(a) of the *CPA* by failing to comply with its obligations to "keep in a state of good and serviceable repair and properly maintain the real and personal property of the corporation, the common property and managed property" as described in s 37(2)(a) of the *Act*.

Oppressive/Unfair Conduct

[42] The second type of improper conduct was raised by the Master. Specifically, the Master found that the condominium corporation's conduct was oppressive and unfairly disregarded Ms. Lauder's interests when the Board refused to listen to her complaints: see *CPA*, s 67(1)(a)(ii)-(iii).

[43] Oppressive conduct is "conduct that is burdensome, harsh, wrongful or which lacks probity or fair dealing": ***Ryan v Condominium Corp No 0610078***, 2021 ABCA 96 at paras 10-11 [***Ryan***]. Not every questionable or offensive action is oppressive. Instead, to be oppressive, the conduct must exceed the reasonable expectations of volunteer condominium boards in their dealings with owners: *ibid*.

[44] The same subsections of s 67(1)(a) also define improper conduct as conduct that is "unfairly prejudicial to or that unfairly disregards the interests of an interested party". As per our Court of Appeal in ***Ryan***, the term "unfairly prejudicial" has been defined to mean acts that are unjustly or inequitably detrimental (at paras 10-11).

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[45] Bad faith may ground a finding that conduct is oppressive: ***934859 Alberta Inc v Condominium Corporation No 0312180,*** 2007 ABQB 640. However, bad faith is not necessary for conduct to be unfairly prejudicial: *ibid*.

[46] The question of whether the Board's actions were oppressive, unfairly prejudicial, or unfairly disregarded Ms. Lauder's interests is ultimately very fact dependent. Here, the facts show that the Board unfairly disregarded Ms. Lauder's interests by waiting to deal with Ms. Lauder's leaking east window until it replaced all the other windows on the east wall; however, I do not find that the Board's behaviour in this case rises to the level of oppressive conduct.

[47] Therefore, I find that the Board violated s 67(1)(a) of the *CPA* by conducting its affairs in a way that unfairly disregarded the interests of Ms. Lauder.

DAMAGES

[48] I disagree with the Board's submission that the issue of damages was not argued before Master Robertson. All parties were aware that Ms. Lauder was seeking damages. Mr. Noce quite fairly agreed with Master Robertson that he would not be presenting medical or other evidence substantiating the claim, arguing that medical evidence was not required.

[49] Before the Master, Mr. Shipley devoted little to no time in his oral argument to the issue of damages, nor did the Board's original written submissions address the issue, even though the damages claim was clearly set out in the application, argued in Mr. Noce's materials, and raised in oral argument before Master Robertson.

[50] Under s 67(2)(d) of the *CPA*, the Court may "if the applicant suffered loss due to the improper conduct, award compensation to the applicant in respect of that loss". I was unable to locate a published case which has relied on this section to award *general* damages.

[51] As Master Schlosser explained in ***Leeson***, there are five general principles behind s 67 of the *Act*. Two of these principles apply to the question of damages:

> (a) [Section 67] is a broad remedy, broadly applied; attempts to narrow its impact and effectiveness should therefore be resisted.
>
> ...
>
> (b) The selection of a remedy must be sufficient to achieve the desired result. Remedies should not be narrowly limited, and may be granted against individuals in appropriate cases.
>
> (at para 16).

[52] On the plain wording of s 67(2)(d), damages should only be awarded for loss suffered due to the improper conduct.

[53] There are two possible grounds for awarding general damages in this case, depending on how Ms. Lauder's "loss" is characterized. First, general damages for mental distress could be awarded, *albeit* with some limitations. Second, general damages could be awarded for loss of use of the condo during repairs.

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Mental Distress

[54] Ms. Lauder sought general damages based on the mental distress she experienced due to the delayed renovations in her condominium. Ms. Lauder relies on ***Malton v Attia***, 2015 ABQB 135 in support of her position that she does not need to bring evidence for her claim. However, ***Malton*** was overturned on appeal, *albeit* not specifically on that issue: 2016 ABCA 130.

[55] In torts, pain and suffering damages are not normally awarded for mental distress unless that distress rises to the level of "serious trauma or illness": ***Mustapha v Culligan of Canada Ltd***, 2008 SCC 27 at para 9. While it is true that expert evidence on this point is not required, Ms. Lauder did not provide any evidence of anything greater than mere annoyance, stress and anxiety to justify damages for pain and suffering. I decline to award damages on that basis.

[56] That being said, general damages for a lower level of mental distress may be awarded where it is an aspect of the tort itself that the sufferer's feelings were offended, for example, in defamation or assault cases: James Edelman, *McGregor on Damages*, 20th ed (London, UK: Sweet & Maxwell, 2018) at 5-012 to 5-013. In my view, s 67 allows a broad and equitable approach to remedies, and it would accord with the broad nature of s 67 to award general damages for emotional distress caused by the improper conduct of a condominium board depending on the circumstances.

[57] In this case, the Board's improper conduct was the failure to maintain and repair the leaking window in Ms. Lauder's master bedroom and the decision not to replace the window until the other windows on that wall were replaced. The stress and difficulty she encountered in trying to get the Board to fix the window on a different timeline was not greater than it would be for any other litigant in similar circumstances and is ultimately compensable through the ordering of costs. As such, I find that there is no basis on which to make an award for general damages pursuant to s 67 in this case.

Loss of Use and Enjoyment

[58] Ms. Lauder also argues that she should be awarded compensation for the loss of the use and enjoyment of her bedroom. This claim aligns with the tort of private nuisance, which protects a property owner's right to use and enjoy their property without unreasonable interference: ***Antrim Truck Centre Ltd v Ontario (Transportation)***, 2013 SCC 13.

[59] In Ontario, the tort of nuisance has been applied in the condominium context and general damages awarded for improper conduct by a condominium board that interferes with the use and enjoyment of a condominium owner's property: ***Noguera v Muskoka Condominium Corp No 22***, 2018 ONSC 7278, aff'd 2020 ONCA 46; ***Wu v Peel Condominium Corp No 245***, 2015 ONSC 2801. This is an appropriate basis for awarding damages under s 67(2)(d), where the improper conduct of the Board interferes with the use and enjoyment of property.

[60] In this case, Ms. Lauder deposed that she was unable to use her master bedroom for approximately 18 months while the windows on the north wall were being repaired. She also said that she was inconvenienced by the delayed repairs and experienced significant stress from the continued leaking.

[61] In considering this type of damages award, I need to consider the extent to which Ms. Lauder's suffering was caused by the Board's improper conduct: *CPA*, s 67(2)(d). I accept that Ms. Lauder lived in a limited section of her condo while it was being fixed. However, the need for renovations in 2017 was due to the water leak and not due to the improper conduct of the

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Board. It is not clear to me that this was caused by the Board's actions or inactions. Further, the timing of the renovations was on Ms. Lauder's request.

[62] That said, after 2018, the east window in Ms. Lauder's master bedroom continued to leak, and the Board did not take any steps to fix it or to identify the underlying problem, choosing instead to wait and replace the window at the same time as the other windows on the east wall. This interfered with Ms. Lauder's use and enjoyment of the master bedroom of her condo and went beyond what would be tolerated by an ordinary occupier: see ***Lupuliak v Condominium Plan No 8211689***, 2022 ABQB 65 at paras 82-84. The stress and inconvenience that Ms. Lauder experienced from 2018 onward was caused by the Board's improper conduct. Accordingly, I find that Ms. Lauder is entitled to general damages for the loss of the use and enjoyment of portions of her condo from June of 2018 to the date the window was replaced, sometime in 2021 – a period of at least three years.

[63] General damages are by their very nature somewhat arbitrary. If they are fair and reasonable, they will be upheld. The amount awarded in this case for Ms. Lauder's stress and inconvenience from living in a unit which leaked for a considerable period of time is quite modest: $5000.00. The basis for making the award was substantiated on the evidence before Master Robertson and on the evidence before me, and I see no reason to disturb it.

COSTS

[64] The costs award of Master Robertson is sustained, and costs will be awarded to Ms. Lauder with respect to the present appeal. The only question remaining to be resolved is the degree of indemnity.

[65] If the parties are unable to agree on that issue within 30 days of issuance of this decision, they may file written submissions. Those submissions may not exceed 5 pages and must be filed within 60 days of issuance of this decision.

Heard on the 15th day of October, 2021.
Dated at the City of Edmonton, Alberta this 7th day of June, 2022.

Tamara L. Friesen
J.C.Q.B.A.

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Appearances:

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for the Respondent

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Reynolds, Mirth, Richards & Farmer
for the Applicant

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