

## CONDOMINIUM AUTHORITY TRIBUNAL

**DATE:** March 13, 2023

**CASE:** 2022-00484N

**Citation:** Hum v. Waterloo Standard Condominium Corporation No. 670. 2023 ONCAT 38

Order under section 1.44 of the *Condominium Act, 1998*.

**Member:** Brian Cook, Member

**The Applicant,**

Virginia Hum  
Self-represented

**The Respondent,**

Waterloo Standard Condominium Corporation No. 670  
Represented by Danielle Thomson, Agent

**The Intervenor,**

Gordon Hum  
Self-represented

**Hearing:** Written Online Hearing – January 30, 2023 to March 7, 2023

### **REASONS FOR DECISION**

#### **A. INTRODUCTION**

- [1] Gordon Hum's vehicle was towed and ticketed on April 19, 2022, after he had parked in the Respondent Condominium's underground parking without displaying a parking permit.
- [2] Mr. Hum was a resident in a unit owned by Virginia Hum, and moved in less than one week before his vehicle was ticketed and towed. In this Application, Gordon seeks re-imbursement from the Condominium for the \$649.75 cost of the tow and the \$25 ticket, and \$200 for the costs of filing the Application.
- [3] While Mr. Hum is identified as an intervenor in the Tribunal's system, he is the person with the direct involvement in the case. In this decision, I will refer to Mr. Hum and Ms. Hum individually and together as "the applicants".

#### **B. ISSUES & ANALYSIS**

- [4] The issue in this case is whether the ticketing and towing of Mr. Hum's vehicle was

a reasonable enforcement of the Condominium Corporation's parking rules. This is an issue that is within the Tribunal's jurisdiction as established by section 1.36 of the *Condominium Act 1998* ("the Act") and section 1(1)(d)(iii) of Ontario Regulation 179/17.

[5] Rule 10(a) of the Condominium Rules provides as follows:

The traffic and parking rules established by the Board and the traffic and parking signage posted by or on behalf of the Board shall be complied with by all Unit Occupants and visitors.

[6] On September 7, 2021, about seven months before Gordon Hum moved into the unit, a notice was posted on the community portal. It included the following:

PARKING PASSESS MUST BE ON ALL VEHICLES!!!

ANY VEHICLE FOUND WITHOUT A PARKING PASS WILL BE SUBJECT TO A TICKET AND POSSIBLY TOWED AT THE OWNER'S EXPENSE. PLEASE REMOVE ANY VEHICLE THAT SHOULD NOT BE IN THE GARAGE.

[7] This notice is signed "Management" but I accept it reflected a parking rule established by the board under rule 10(a) noted above. No issue was raised in the hearing about the legitimacy of any rule, but only about its enforcement.

[8] On November 30, 2022, another notice advised that parking passes were no longer required. This was because a new "ParkCo" system was instituted that records vehicle licence plates. Signage announcing the change were posted in the elevators and elsewhere in the building.

[9] Shortly after Mr. Hum moved into the unit, he and Ms. Hum went to the management office. The applicants assert that there was some discussion about parking but insufficient information was provided about the parking pass requirement. However, in response to questions from me, Ms. Hum confirmed that she was aware of the parking pass requirement and Mr. Hum confirmed that Ms. Hum gave him the parking pass associated with the unit when he moved in. He had the pass in the car on April 19, 2022, the date the car was towed, but forgot to display it.

[10] From these facts, I conclude that the applicants were aware that parking passes were required, and that Mr. Hum had a valid parking pass. There does not seem to be any dispute that the vehicle would not have been ticketed and towed if the pass had been displayed.

[11] The applicants submit that other vehicles parked in the garage without a pass displayed were given a warning before they were ticketed or towed. Mr. Hum submitted photos of such warnings along with notices that were posted in November 2022 to remind people to register their vehicles in the ParkCo system.

[12] The photos submitted all appear to be dated after the ParkCo system started and are not evidence that the practice before that was to issue warnings before ticketing or towing.

[13] I sought some clarification from Ms. Thomson, the Condominium manager and the Condominium's representative, about whether a warning was an option in this case before ticketing and towing. However, she declined to answer the questions. I also noted that a board member was apparently present when the vehicle was towed, and I invited the Corporation to provide information from that person, but they did not do so. Ms. Thomson did provide answers to questions I asked earlier in the case.

### **C. CONCLUSION**

[14] The rule as expressed in the September 7, 2021 notice indicates that some discretion could be exercised. A vehicle without a pass "will be subject to a ticket" but towing is identified as something that could "possibly" happen.

[15] The applicants were aware of the parking pass requirement, but Mr. Hum had only recently moved into the building and forgot to display the pass. While that is unfortunate, I find that the ticket was a reasonable result under the circumstances.

[16] However, on the basis of the evidence presented in this case, I agree with the applicants that it was not reasonable to have the car towed. Towing a car results in significant costs and inconvenience for the owner. Since Mr. Hum had only moved in less than a week prior, this was not a chronic improper or illegal parking situation. A ticket would act as a warning and there is no explanation before me for why it was decided that it was necessary to also have the car towed. I find that it was not reasonable to have the car towed.

[17] I find that pursuant to section 1.44(1)7 of the Act, Mr. Hum is entitled to reimbursement of the towing costs in the amount of \$649.75. He is not entitled to reimbursement for the \$25 ticket. As the applicants have been at least partly successful, Rule 48.1 of the Tribunal's Rules of Practice provide that they are entitled to reimbursement for the Tribunal fees in the amount of \$200.

### **D. ORDER**

[18] The Tribunal orders that:

Within 21 days of this Order, Waterloo South Condominium Corporation 670 shall reimburse Mr. Hum \$849.75, representing the towing costs and tribunal filing fees.

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Brian Cook  
Member, Condominium Authority Tribunal

Released on: March 13, 2023