CITATION: Leeds Standard Condominium Corporation No. 41 v. Tall Ships Landing Developments, 2023 ONSC 778
COURT FILE NO.: CV-19-00000184 (Brockville)
DATE: 20230131

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:	)	
	)	
LEEDS STANDARD CONDOMINIUM CORPORATION NO. 41	)	*Antoni Casalinuovo* and *Jonathan Wright*, for the applicant
Applicant	)	
– and –	)	
TALL SHIPS LANDING DEVELOPMENTS, A DIVISION OF METCALFE REALTY COMPANY LIMITED	)	*Nadia Authier*, *Anthony Imbesi* and *Tegan Stairs*, for the respondent
Respondent	)	
	)	**HEARD at Brockville:** 22 and 23 August 2022

MEW J.:

REASONS FOR DECISION

[1] There has been a long running dispute between the applicant condominium corporation ("LSCC 41") and the respondent ("TSL"), which was the Declarant of the condominium and remains the operator and the controller under a Shared Amenities Agreement dated 10 December 2014 ("SAA") between LSCC 41 and TSL.

[2] Simon Fuller is the President and principal of TSL.

[3] LSCC 41 consists of 86 residential condominium units and their appurtenant common elements, located between the 5th and 21st floors of a mixed-use building located at 15 St. Andrews Street, Brockville. The building forms part of a larger Tall Ships Landing Development.

[4] The SAA relates to the management, right of use, operation, maintenance and repair of certain "Shared Amenity Areas" located on the 3rd and 4th floors of the property.

[5] LSCC 41 was constituted on 9 December 2014. The turnover meeting occurred on 15 September 2015.

[6] Under s. 113 of the *Condominium Act, 1998*, S.O. 1998, c. 19, any of the parties to the SAA could, within twelve months following the turnover meeting, apply to this court for an order amending or terminating the SAA or any of its provisions, or for such other order as the court deems necessary. Section 135 of the *Condominium Act* provides a mechanism for an owner, condominium corporation, declarant or mortgagee of a unit to make an application to this court to obtain a remedy to rectify oppressive conduct.

[7] LSCC's application seeks relief under sections 113 and 135 of the *Condominium Act, 1998* in relation to the provisions and operation of the SAA. It alleged that the provisions of the SAA were not adequately disclosed to unitholders at the time of their purchases and that the SAA and its operation produces a result that is oppressive or unconscionably prejudicial to LSCC 41 and its owners.

Procedural History

[8] On 14 September 2016, LSCC 41 commenced this application in Toronto.

[9] TSL was not aware of the 2016 application until a reference to it appeared on a status certificate requested for a unit in the condominium. It was not served with the application until February 2017.

[10] In June 2018, LSCC 41 commenced a separate action in Toronto against TSL, Simon Fuller and the City of Brockville. Nishikawa J. ultimately made an order on 24 June 2019 staying that action (reasons reported at 2019 ONSC 3900 (CanLII)) in favour of arbitration. At para. 16 of her decision, Nishikawa J. noted that "LSCC 41 has not pursued the SAA Application, despite TSL's request that it do so".

[11] In the meantime, in July 2018, TSL brought a motion to dismiss the 2016 application for delay. That motion was eventually adjourned *sine die*, based on LSCC 41's representation that it would bring a motion to convert the 2016 application into an action and consolidate it with the 2018 action commenced by LSCC 41, that was subsequently stayed by Nishikawa J.

[12] The 2016 application was ultimately transferred to Brockville in 2019. Shortly thereafter, Abrams J. was appointed as the case management judge.

[13] There has been other litigation between the parties.

[14] On 6 December 2018, TSL commenced an application against LSCC 41 concerning a Shared Facilities Agreement which provides for the mutual use, maintenance, repair, replacement, governance and cost-sharing of the Tall Ships Landing property of which the condominium forms a part. That proceeding was also stayed because of a dispute resolution

clause in the agreement requiring the parties to arbitrate their differences: reasons reported at 2019 ONSC 2600 (CanLII). That arbitration is ongoing.

[15] In August 2019, TSL commenced an action to recover arrears allegedly owed to it by LSCC 41 pursuant to the SAA (the "SAA Arrears Action"). LSSC 41 brought a motion to stay the SAA Arrears Action asserting, *inter alia*, that: i) the action was premature; ii) the issues were subject to an ADR clause, which acted as a condition precedent to proceeding with the action, or (iii) the ADR clause compelled the parties to proceed by way of arbitration.

[16] On 22 October 2020, Abrams J. stayed the SAA Arrears Action pending adjudication of this application (and any potential appeal therefrom). His order further provided that upon expiration of the stay, TSL is permitted to proceed with its claim by way of arbitration.

[17] On 20 October 2020, LSCC 41 delivered an Amended Amended Notice of Application, in which it, *inter alia*, abandoned the claim it had previously made for damages in respect of its alleged overpayment of expenses under the SAA, requesting instead directions pertaining to the determination of all issues of the parties' over/underpayment of SAA expenses by way of arbitration, specifically:

> 1(k) An order providing directions to the Applicant and Respondent so that they may address any residual issues regarding expenses; including, but not limited to, whether there has been an overpayment and/or underpayment of LSCC 41's Allocated Share Amenities Costs from registration to the date of any order by this Court by way of Arbitration before Mr. Leslie Dizgun.

[18] Thereafter, LSCC 41 brought a motion seeking leave to issue a Fresh as Amended Notice of Application, in which it claimed, *inter alia*, an order for damages, including, but not limited to damages and/or any other relief available to it in accordance with section 135 of *the Condominium Act*.

[19] TSL opposed LSCC 41's proposed amendment, but only insofar as the amendment incorporated into the application a claim for any alleged overpayment in respect of SAA expenses.

[20] On 26 July 2021, Abrams J. granted LSCC 41 leave to deliver a fresh as amended notice of application, which could include a claim for damages, but excluding any claim for alleged overpayment in respect of SAA expenses, such matters having already been remitted for determination by arbitration as a result of his 22 October 2020 decision.

[21] LSCC 41 also brought a motion seeking further and better productions from TSL in relation to the SAA's operation. That motion was dismissed by Abrams J. on 8 October 2021 on the basis that it was premature because LSCC 41 had only served a notice to inspect documents and had not yet served a notice of examination or cross-examined Mr. Fuller on his affidavit. Abrams J. observed at para. 42 of his unreported reasons that "the parties have become 'enmeshed' in procedural wrangling over the past two years that has done little, if anything, to move the matter closer to resolution". As will be seen, the procedural wranglings continued.

[22] On 6 January 2022, at a case conference with Justice Abrams, the parties agreed upon a timetable "in principle" which included 22 and 23 August 2022 as the hearing dates for this application, "marked peremptory on all parties" (although no formal endorsement or order to that effect was taken out).

[23] Mr. Fuller was cross-examined on his affidavit on 2 March 2022. There were a number of undertakings and refusals to answer questions arising from that cross-examination.

[24] On 17 May 2022, at a further case conference, Justice Abrams directed that all contested issues relating to Mr. Fuller's undertakings and refusals should be dealt with by way of a motion in writing.

[25] On 23 May 2022, Justice Abrams dismissed LSCC 41's refusals motion by a short endorsement, indicating that further reasons would follow.

[26] On 3 June 2022, LSCC 41 served a motion for leave to appeal Justice Abrams' dismissal of the refusals motion.

[27] Justice Abrams released his reasons for dismissing the refusals motion on 4 July 2022 (reported at 2022 ONSC 3938 (CanLII)).

[28] Coincident with the release of Justice Abrams' written reasons, on 4 July 2022, LSCC 41 served a notice of motion seeking to adjourn the 22 and 23 August 2022 hearing dates. The notice of motion records that the motion for leave to appeal was scheduled to be considered by the Divisional Court the week of 5 September 2022.

[29] On 8 July 2022, TSL wrote to Justice Abrams seeking directions based on LSCC 41's motion to adjourn, in light of Justice Abrams' previous determination that the application hearing dates would be peremptory to both parties. Justice Abrams responded on 11 July 2022, confirming that the hearing would proceed as scheduled.

[30] As the judge assigned to hear the application, I conducted a case conference on 26 July 2022 with the parties. I advised the parties that I would hear LSCC 41's motion for adjournment as well as a motion by TSL for an order striking various paragraphs from the applicant's affidavits on 22 August 2022, but that the parties should be prepared to proceed with the hearing of the substantive application in the event that those motions were dismissed.

Issues

[31] While the relief initially sought in the application was somewhat broader, the notice of application was substantially amended in October 2020 such that the parties agree that the issues remaining to be determined are as follows.

[32] As it relates to s. 113 of the *Condominium Act*, the court is asked to determine:

a. Whether the disclosure statements provided by TSL to the purchasers of units clearly and adequately disclosed the provisions of the SAA; and

b. Whether the SAA produces a result that is oppressive or unconscionably prejudicial to LSCC 41 or any of the owners.

[33] As it relates to the claims of oppression made pursuant to s. 135 of the *Condominium Act*, the court is asked to determine whether any of the conduct complained of by LSCC 41 was or threatened to be oppressive, unfairly prejudicial or unfairly disregarded the interests of LSCC 41.

Preliminary Matters

[34] Prior to the hearing of the application proper, I heard the motion brought by LSCC 41 seeking an adjournment of the hearing of the application pending determination by the Divisional Court of a motion for leave to appeal from Abrams J.'s dismissal of its refusals motion, as well as a motion by TSL seeking to have certain paragraphs of affidavits sworn in support of LSCC 41's application struck out.

Adjournment

[35] This application has taken a long time to get to a hearing on its merits.

[36] LSCC 41 seeks an adjournment of the hearing of this application pending determination of its motion for leave to appeal Justice Abrams' dismissal of its refusals motion. The notice of motion states that in November 2020, LSCC 41 had retained the service of Smith Forensics Inc. ("SFI") to conduct a forensic analysis of and prepare an expert report on the SAA's operations, including but not limited to:

a. Whether the SAA is oppressive;

b. Whether the conduct of TSL in fulfilling the SAA is oppressive;

c. Whether the costs incurred are legitimate, reasonable, proportionate and were previously disclosed; and

d. Whether TSL has engaged in self dealing.

[37] LSCC 41's factum advises that if its appeal of Justice Abrams' order on the refusals motion is successful, it intends to bring a motion to seek leave to file an expert report from SFI.

[38] LSCC 41 argues that it has not breached any orders of the court, nor sought adjournments of any hearing dates in relation to the application, including the various interlocutory motions that have taken place. It further argues that there is no evidence that it has manipulated the legal system by orchestrating a delay.

[39] TSL points to the lengthy history of this application, which has included no less than five case conferences conducted by Justice Abrams since March 2020. Furthermore, for the past five years, LSCC 41 has not paid its allocated share of the shared amenities costs (the dispute between the parties concerning those costs now being the subject of a pending arbitration) and the arrears currently total in excess of $1 million.

[40] Both parties make reference to the non-exhaustive list of procedural and substantive considerations which bear on the court's exercise of its discretion to grant or refuse an adjournment set out in *The Law Society of Upper Canada v. Igbinosun*, 2009 ONCA 484, at para. 37. TSL refers to para. 43 of that decision, which notes that one of the purposes of making a hearing date peremptory is to further the public interest in the administration of justice by preventing delay and wasted costs, while acknowledging that the court retains a discretion to adjourn peremptory dates depending on the facts and circumstances of the case.

[41] TSL's alternative argument is that LSCC 41 is, in reality, seeking a stay of the application pending determination of its appeal from the interlocutory order of Justice Abrams. TSL argues that the applicant cannot meet the far more stringent test for the granting of a stay, which accords with the principles applicable to the granting of an interlocutory injunction. This test requires LSCC 41 to demonstrate that there is a serious issue to be tried, that it would suffer irreparable harm if the stay were refused, and that the balance of convenience favours granting the stay.

[42] I dismissed the motion to adjourn, indicating that I would provide my reasons for doing so with my reasons on the substantive application.

[43] As already described, the history of the litigation between these parties is long and comprehensive. While it is acknowledged that some of the delay that has occurred in bringing this application to a hearing has been due to ultimately unsuccessful attempts to renegotiate the SAA, as well, of course as the pandemic, it is abundantly clear from the record that Justice Abrams recognised that at some point a line had to be drawn between the pre-hearing skirmishes and the hearing itself.

[44] Setting a peremptory date for the hearing of the application was clearly directed at furthering the public interest in the administration of justice by preventing delay and wasted costs. In my view, such costs include not only the costs incurred by the parties themselves, but, also, the publicly funded costs of the judicial and other court resources which this proceeding has consumed in abundance.

[45] Despite SFI having been retained as long ago as November 2020, a report has not yet been forthcoming. LSCC 41 says that it cannot obtain a report until the information which it requested from Mr. Fuller during his cross-examination, and TSL refused to provide, is made available. The affidavit of Doug Bellevue, submitted by LSCC 41 in support of the adjournment motion, discloses that as early as 4 December 2020, LSCC 41 had apprised TSL of the retainer of SFI and requested records relating to the SAA operations "so that it could provide the same to Smith Forensics Inc." LSCC 41 unsuccessfully brought a motion for productions, which was dismissed on 8 October 2021 as being premature because, at the time, LSCC 41 had not yet served a notice of examination or conducted a cross-examination of Mr. Fuller. Once Mr. Fuller had been cross-examined and LSCC 41 had unsuccessfully brought a refusals motion, the evidentiary support for the inability of SFI to deliver a report is restricted to the bald statement in Mr. Bellevue's affidavit that "SFI has been waiting to complete an expert report since their retainer in December 2020 and cannot do same without the records at issue on the appeal/refusals motion". There is no substantiation of that statement and no explanation as to

why SFI cannot provide a report of any sort (or even a letter or preliminary report from SFI indicating why it cannot fulfill its mandate without the refused information).

[46] In *The Law Society of Upper Canada v. Igbinosun*, the Court of Appeal, at para. 37, outlined the factors favouring the grant of an adjournment:

a. The consequences of the hearing proceeding are serious;

b. The applicant would be prejudiced if the request were not granted; and

c. The applicant is honestly seeking to exercise their right to counsel and has been represented up until time of adjournment request.

[47] The evidence supporting the potential prejudice to the applicant if the adjournment is not granted is superficial at best. It consists of no more than the bald statement by Mr. Bellevue noted above.

[48] Furthermore, I agree with TSL that the motion to adjourn is, in substance, a motion for a stay of proceedings pending determination of LSCC 41's motion for leave to appeal (and if successful, the appeal) of Justice Abrams' order. In that regard, the record does not come close to meeting the criteria for obtaining a stay of proceedings.

[49] Ultimately, these parties have been litigating over the SAA for six years already. There comes a time when, to echo the sentiments of the Court of Appeal in *Wallace v. Crate's Marine Sales Ltd.*, 2014 ONCA 671, at para. 22, "enough is enough".

[50] By way of postscript, it should be recorded that on 6 September 2022, the Divisional Court dismissed LSCC 41's motion for leave to appeal: see the court's endorsement reported at 2022 ONSC 4902 (CanLII).

Motions to Strike

[51] TSL seeks orders striking certain paragraphs of the affidavits of Doug Bellevue, the President of the Board of Directors of LSCC 41, sworn on 15 May 2020 and 11 February 2022, and of Anne Burgoon sworn on 11 February 2022. I dismissed that motion with reasons to follow. All of the objections were based on one or more of the following grounds:

a. Hearsay evidence;

b. Inflammatory or vexatious evidence;

c. Evidence consists of opinion and/or argument; and

d. Evidence purporting to be in reply is not responsive to anything in Mr. Fuller's affidavit.

[52] In oral argument, Ms. Stairs conceded that it was open to me, as the application judge, to ignore inadmissible or otherwise inappropriate evidence, or to attach limited weight to such evidence. It was not suggested that the continued presence of the impugned evidence in the record would irreparably impair my ability to assess that evidence which is properly before the court.

[53] Accordingly, the motion was dismissed without prejudice to the respondent's ability to argue, in relation to the application proper, that I should ignore the impugned evidence or attach limited weight to it.

Background

[54] LSCC 41 consists of 86 residential units and common elements which are located on floors 5 to 21 of the multi-storey building located at 15 St. Andrews Street. Floors 1 and 2 of what is sometimes described as the podium of the building consist of a parking garage which is occupied by Leeds Standard Condominium Corporation No. 42.

[55] An "Amenity Structure" is located on the third and fourth floors of the podium. These floors contain both the "Shared Amenity Areas" (as defined in the SAA) and other areas not forming part of the Shared Amenity Areas, including a locker room, which contains 50 storage lockers, and four "vacation suites". TSL is the owner of the Amenity Structure.

[56] The Tall Ships Landing development also includes retail space, a restaurant, a marina, and an attraction known as the Maritime Discovery Centre. In addition, TSL owns what are described in various documents as the Phase II and Phase III lands, upon which there were plans to develop two additional condominium buildings.

[57] According to the SAA, the Shared Amenity Areas include hot pools, a swimming pool, washroom/change facilities, a fitness room, a clubhouse, a lobby/reception area, a billiard room, a party room, guest suites and an outdoor terrace.

[58] In accordance with the SAA, the residential unit owners of LSCC 41 have a right of access and use of the Shared Amenity Areas and are required to pay, as part of their common expenses, a fee for this right of access and use (described in the SAA as LSCC 41's Allocated Share of the Shared Amenity Costs).

[59] TSL started marketing residential units at the development in 2008. As required by s. 72 of the *Condominium Act*, purchasers were provided with a disclosure statement.

[60] The first disclosure statement produced by TSL is dated 3 September 2008. Mr. Fuller deposed that by the fall of 2008, TSL had entered into approximately 20 agreements of purchase and sale. However, the global financial crisis of that year delayed the start of construction, and as a consequence, TSL could not waive the conditions in the agreements due to the lack of presales. Although TSL offered extension agreements to the original purchasers, only nine of the original 2008 sales signed extensions to their agreements of purchase and sale. The project was essentially put on hold until December 2010. That is when TSL started excavating and pouring the footings and foundations for the podium and tower.

[61] A revised disclosure statement, dated 3 June 2010, was prepared. It provided, amongst other things, that a hotel use was to be located on levels three, four and five of the building, but that the stated uses of levels one to five of the building were subject to change in the event that such uses were not economically feasible. The disclosure statement provided that at its sole discretion, TSL could retain ownership of the hotel, but it also had the right to sell the hotel or to convert that area of the building into another use (including converting the hotel to a residential condominium and selling the units so created), and that such events would not constitute a material change to the disclosure.

[62] The 2010 disclosure statement also provided that the owners in the residential condominium would be entitled to use the amenities being constructed as part of the hotel, and the costs associated with the use of those amenities would be the "Shared Amenity Expenses", governed by a Shared Amenities Agreement. Additionally, the disclosure statement provided that the owner of the Phase II and Phase III lands would share the costs of the amenities (excluding concierge security expenses) based on the projected number of residential "doors" to be contained in Phases II and III. Provision was also made in the disclosure statement for the contingency that Phase II and/or Phase III would not be constructed and occupied within two years from the date of registration of the SAA, in which case the owner of Phase II and III would be released from contributing to the Shared Amenity Expenses after the passage of two years following registration.

[63] Further amendments were made to the disclosure statement after 2010, as well as to the draft SAA. The record includes a redlined version of the disclosure statement showing the changes made between September 2008 and June 2010, and a further document comparing the 2008 and 2016 post-registration versions of the disclosure statement.

[64] Since the SAA was entered into on 10 December 2014, no changes have been made to it.

[65] Occupancy of units first occurred in July 2013.

[66] A joint compendium, prepared at my request for use at the hearing, consists of some 1,619 pages. It contains the two affidavits of Mr. Bellevue (sworn 15 May 2020 and 11 February 2022); the affidavit of Ms. Burgoon (sworn 11 February 2022); the affidavit of Mr. Fuller (sworn 30 June 2020); most, but not all of the exhibits to those affidavits; and selected pages from the transcript of the cross-examination of Mr. Fuller on his affidavit (2 March 2022). The affidavits are replete with allegations and counter-allegations, and it would not be an oversimplification to say that each of Mr. Bellevue and Mr. Fuller contend that numerous assertions made by the other are false, misleading, incorrect, or a combination thereof. While it may have been possible to resolve these evidentiary conflicts had there been a trial, I find myself unable to do so based on the record provided. However, as will become apparent, it is not necessary for me to reconcile all of the allegations and counter-allegations in order to decide the issues presented.

[67] Mr. Bellevue points out in his affidavit that individuals who occupied their units in 2013 and 2014 would not have had the 2016 disclosure statement at the time title to their units was

conveyed (purchasers would, however, have been entitled to notification of any "material change" in the disclosure statement: *Condominium Act, 1998*, s. 74(1)).

[68] The applicant has also produced an agreement of purchase and sale entered into between TSL and one of the 2008 purchasers which makes reference to a "33 Room/Suite Boutique Hotel" as part of the amenities not included within condominium fees.

[69] Phases II and III have not been developed and, indeed, when cross-examined, Mr. Fuller confirmed that by 2014, TSL knew that Phases II and III were not going to be constructed within two years.

[70] Nevertheless, according to Mr. Fuller, in comparing the 2010 disclosure statement to the 2016 disclosure statement, no material changes with respect to the SAA were made.

[71] LSCC 41 takes a contrary view. It asserts that the pre-2016 disclosure statements and draft SAAs did not disclose that:

a. Guest suites or a party room would form part of the Shared Amenity Areas;

b. Costs associated with the guest suites and party room would form part of the shared costs for which LSCC 41 would be required to pay its allocated share; or

c. TSL could rent out the guest suites and party room to the general public and/or marina for fees to be determined by TSL in its sole and absolute discretion.

[72] LSCC 41 also complains that whereas earlier drafts of the SAA confine the users of the shared amenities to the residents of LSCC 41, users of the hotel, owners of Phase II and Phase III units, and users of the marina, the use of and access to the shared amenities has now been extended to anyone who purchases a membership. As a result, LSCC 41 argues that the concept of the Amenity Structure has transitioned from a private facility to, effectively, a public gym and social club.

[73] LSCC 41 asserts that material alterations were also made to the SAA insofar as who the beneficiaries under the agreement were to be. Article 7.1 of the 2010 draft of the SAA provided:

> Subject to the provisions of this Agreement, the Shared Services shall be supplied by the Hotel Owner for the benefit of the Residential Condominium Corp. to a standard consistent with the standard existing as of the date of registration of this Agreement, and in the event of the future development of the Retained Lands, the Owner of the Retained Lands shall be entitled to the Shared Services to the same extent.

[74] Reference in Article 7.1 to the "Hotel Owner" was subsequently changed to "Amenity Owner" (i.e., TSL); the phrase "Members and Guests as provided for in this document" was added after reference to the Residential Condominium Corp.; the standard of the amenities was changed to "a first class recreation facility operated by a hotel, or private club operator"; and

reference to the "Retained Lands" was changed to "Phase II and III…together with its Owners and Guests".

[75] TSL, for its part, points to Article 2.4 of the 2010 disclosure statement which advises that, *inter alia*, a hotel use on levels 3, 4 and 5 is subject to change in the event that such use is not economically feasible and that the lands are zoned for any other commercial use as permitted by the zoning bylaw. Article 2.6 reserves to TSL the right to convert the hotel into a residential condominium and to sell the residential units so created, and Article 2.10 expressly states that TSL makes no warranties that Phase II or Phase III will ever be developed. Other articles describe the entitlement of owners in the residential condominium to the use of shared amenities, the cost of which will be contained in a SAA (Article 2.12) and describes those amenities (Article 2.18). Article 2.19 provides that there are approximately 50 storage lockers available for lease from the hotel on a first-come, first-served basis.

[76] Furthermore, TSL points to the preamble in an earlier (but undated) version of the SAA which makes it clear that the amenity areas are for the benefit of hotel guests, owners of residential units, owners of Retained Lands (i.e., Phases II and III), owners of the marina and the general public[emphasis added]. TSL also asserts that the various iterations of the disclosure statement made it clear that the guest suites and party room formed part of the shared amenities and that the owners of residential units would be entitled to the use of the party room and hotel rooms (later guest suites) "at a preferential rate".

[77] The bottom line, according to Mr. Fuller, is that the purchasers of units of the condominium understood that they would be assuming some financial responsibility for maintenance and repair of the shared amenities owned by TSL, and that the shared amenities would be available for use to the general public and marina tenants. Similarly, the use and ownership of the amenity structure has always been obvious to all concerned.

[78] Mr. Fuller acknowledges that for the first two years following the declaration of the condominium, TSL, as owner of the Phase II and Phase III lands, would share in the costs of the amenities (excluding concierge and security expenses). The proportionate share of TSL in its capacity as owner of the Phase II and Phase III lands was to be based upon the projected number of "doors" to be contained in the development of those lands. In the event that the Phase II and Phase III lands were not constructed and occupied within two years of the registration of the SAA, the contribution of TSL as owner of the retained lands would be eliminated, resulting in an increase of the cost to be paid by the amenity owner and LSCC 41.

[79] In short, it was also clearly disclosed that if Phase II and/or III were not constructed and occupied two years from the date of registration of the SAA, the contribution of TSL as owner of what were described as the "Retained Lands" would be eliminated and that the costs associated with the amenities to be paid by TSL as Amenity Owner and LSCC 41 would increase.

[80] Furthermore, Mr. Fuller emphasises that TSL made no warranties that Phase II or Phase III would ever be developed, and that although it was TSL's intention to build residential condominiums, retirement residences or apartment units on the retained lands, TSL reserved the right to develop those lands in accordance with the zoning for the property.

[81] Subsequent to December 2014 when the SAA was executed, and the turning over to LSCC 41 on 15 September 2015, complaints about the level of disclosure and TSL's conduct in relation to the shared amenities have steadily accumulated. These complaints are detailed at length in the affidavits of Mr. Bellevue and Ms. Burgoon. They include the following:

a. TSL has failed to adhere to the budget requirements under the SAA, thereby making it impossible for LSCC 41 to budget for and/or verify whether the SAA expenses that it is asked to share in are legitimate;

b. TSL has failed to disclose records concerning its operation of the shared amenities and the composition of SAA expenses for the 2014 - 2017 fiscal years;

c. All documentary requests made to TSL have been met with resistance and/or non-production and when records are produced, they contain significant gaps;

d. Despite the lack of disclosure, TSL has continued to demand payment of monies purportedly due and owing under the SAA and has registered notices on LSCC 41's units for alleged arrears;

e. TSL has failed to clearly and/or adequately disclose the costs associated with the use of the guest rooms for which LSCC 41 is required to pay via its allocated share;

f. TSL has hired Mr. Fuller's nephew for a role within the shared amenities and has passed on an undisclosed amount of salary to LSCC 41 as SAA expenses;

g. TSL has failed to produce a copy of the cleaner's time logs, depriving LSCC 41 of the ability to verify how cleaning fees paid by TSL have been apportioned;

h. TSL has attempted to pass certain charges relating to TSL's staff trying to sell residential condominium units through the SAA;

i. LSCC 41 unit owners are now required to pay fees that are more than the public rate to use the shared amenities;

j. TSL is passing on operating costs relating to the storage locker area but retaining all of the revenue relating to storage locker rental outside the SAA;

k. TSL has failed to account for membership sales relating to the shared amenities or to present evidence that net revenue generated by membership sales has been used to offset shared expenses;

l. TSL has failed to account for guests accompanying members to the Shared Amenity Areas;

m. TSL has failed to provide LSCC 41 with evidence that appropriate sub meters for the utilities in the amenity area have been installed or to properly account for utility expenses claimed through the SAA;

n. TSL has failed to provide budgets for the shared amenities since December 2014;

o. TSL has failed to provide LSCC 41 with particulars of insurance coverage for the amenity structure;

p. TSL has abused the power afforded to it under the SAA by permitting employees to stay in guest suites for free or at a discount but charging LSCC 41 for the full cost to maintain and clean the same;

q. TSL has locked LSCC 41 out of the shared amenities and prohibited unit owners from accessing the same unless they purchase a public membership while continuing to charge LSCC 41 for the use of shared amenities in full.

[82] According to Mr. Fuller, LSCC 41 does not contribute towards all costs relating to the Amenity Structure, but only those forming part of the shared amenities. The four vacation suites and the locker room are not included in LSCC 41's allocated costs. With respect to LSCC 41's grievances concerning budget disputes, Mr. Fuller makes reference to Article 9.4 of the SAA which reads:

> In the event of a dispute with respect to the budget, any Owner shall be entitled to request the attendance of a Technical Consultant at a further meeting on the budget to be held within 20 days after the initial meeting, in order to attempt to mediate any disputes.

[83] The uncontradicted evidence of Mr. Fuller is that LSCC 41 has refused to participate in the process of appointing a Technical Consultant.

[84] LSCC 41 stopped paying its allocated share of the shared costs on 30 August 2017.

Should the SAA be amended or terminated?

[85] The relevant portions of s. 113 of the *Condominium Act, 1998* provide:

> **Mutual use agreements**
>
> 113. (1) If a corporation and a person have entered into an agreement for the mutual use, provision or maintenance or the cost-sharing of facilities or services before the owners elected a new board at a meeting held in accordance with subsection 43 (1), any party to the agreement may, within 12 months following the election, make an application to the Superior Court of Justice for an order under subsection (3).
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> ***

Court order

(3) The court may make an order amending or terminating the agreement or any of its provisions or may make any other order that the court deems necessary if it is satisfied that,

(a) the disclosure statement did not clearly and adequately disclose the provisions of the agreement; and

(b) the agreement or any of its provisions produces a result that is oppressive or unconscionably prejudicial to the corporation or any of the owners.

[86] As already noted, the 2016 application was commenced one year less a day after the turnover meeting. LSCC 41 bears the onus of showing, firstly, that the provisions of the SAA were not "clearly and adequately" disclosed in the disclosure statement provided by TSL and, secondly, that a provision of the agreement "produces a result" that is oppressive or unconscionably prejudicial to LSCC 41 or any of the unit owners.

[87] Mr. Bellevue's affidavits provide many examples of how the application of the SAA is said to operate unfairly from LSCC 41's perspective. As owner of the shared amenities, TSL has complete control of all management and operation of the shared amenities. Further, Mr. Fuller was the principal or controlling mind of both parties to the SAA at the time of the creation of LSCC 41 and the entering into of the SAA. The accuracy of these assertions is not challenged; the allegation of unfairness is.

[88] TSL acknowledges that LSCC 41 has only a right of use of the shared amenities, and the consequent obligation to share in the costs of operating and maintaining those amenities. TSL alleges that LSCC 41's motivation in bringing this application is to try and gain control of the shared amenities.

Clear and Adequate Disclosure?

[89] The entitlement of LSCC 41 to a remedy is not dependent solely on whether or not the terms of the agreement are oppressive or unconscionably prejudicial. Rather, as Myers J. explained in *TSCC 2130 v. York Bremner Developments Limited*, 2016 ONSC 5393 (CanLII) [*York Bremner*], at para. 26, to succeed, the applicant must also establish that TSL did not "clearly and adequately disclose the provisions of the agreement". This invites an assessment of the quality of the disclosure that was made. As Myers J. explains, it is not enough to just ensure that the disclosure statement contained items on a specific list. Rather, "the court will consider whether, on making diligent inquiries, a buyer will see (clearly) and understand (adequately) the provisions that may result in oppression or unconscionable prejudice into which she may be buying" (para. 26).

[90] Myers J. in *York Bremner* provides further guidance on what constitutes clear and adequate disclosure. At para. 34, he states that given the consumer protection purpose of the

disclosure statement requirement (s. 72 of the *Condominium Act*), there must be a sufficient degree of disclosure of what was known or readily foreseeable at the time of disclosure so as to put a purchaser on notice of the foreseeable risks being undertaken.

[91] While I accept the submission of TSL that the disclosure statement made it clear that the stated uses of what ultimately became the Shared Amenity Areas were subject to change in the event that such uses were not economically feasible, the fact remains – and Mr. Fuller admitted as much – that by the time the SAA was executed TSL knew that the further development of Phase II and Phase III was not going to occur. The following extract is taken from Mr. Fuller's cross-examination on 2 March 2022:

> 273. Q. And you knew by 2014 that Phase 2 and Phase 3 were not going to be constructed within two years?
>
> A. Probably within two years. That would be -- all completed within two years, yeah, fair enough.
>
> 274. Q. I take it TSL didn't even apply for a construction permit or a building permit in 2014?
>
> A. No.

[92] Indeed, when cross-examined in 2022, Mr. Fuller acknowledged that there were still ten units that had not been sold in the Phase I building from when it was built.

[93] LSCC 41 argues that based on this admission, the risk of a result that would be both oppressive and unfairly prejudicial to LSCC 41, namely the elimination of TSL's contribution towards the Shared Amenity Expenses two years after 10 December 2014 (the date when the SAA was entered into) based on the number of "doors" that Phases II and II would have contained, was known by TSL but not disclosed.

[94] Mr. Fuller challenges how prejudicial the elimination of what he described as a minimum level of income was in reality, with the minimum level of income referring to the allocated share per door for the number of "doors" that were anticipated to be in Phases II and III. He points out that in 2016, TSL began to sell memberships with the expectation that revenue from those memberships would replace the revenue provided by TSL for Phases II and III in each of the first two years, such that the relative cost per door for LSCC 41 would be the same once TSL's Phase II and III contributions ended.

[95] I am satisfied that the provisions that LSCC 41 rails against and, in particular, the degree of control exercised by TSL, was adequately disclosed. However, I do have concerns about the failure of TSL to disclose what it knew at the time that the SAA was entered into, namely, that Phases II and III would not be proceeding any time soon, if at all.

[96] In *York Bremner*, at para. 34, Myers J. interpreted the requirement for "clear" and "adequate" disclosure as requiring, at a minimum, "a sufficient degree of disclosure of what was

known or readily foreseeable at the time of disclosure so as to put the purchaser on notice of the foreseeable risks being undertaken".

[97] The cross-examination of Mr. Fuller does not pinpoint exactly when TSL knew that Phases II and III were not going to happen, but it was before the SAA was entered into. It is reasonable to assume that at least some prospective purchasers would have been presented with disclosure statements which continued to hold out the prospect of development of Phases II and III (and the effect of that on TSL's contribution towards Shared Amenity Expenses) at a time when TSL knew that Phases II and III would not, in fact, be proceeding. The same can be said for TSL's knowledge at the time of the turnover meeting, which occurred nine months after the SAA. This risk of a potentially oppressive result was known or reasonably foreseeable by TSL. The disclosure was, accordingly, to paraphrase Myers J. at para. 35 of *York Bremner*, not adequate because it failed to clearly notify purchasers of the risk – indeed, by that time the certainty – that Phases II and III would not be proceeding.

[98] While the previous representations relating to the development of Phases II and III were statements of intention about the future, rather than statements of existing fact, once a decision had been made not to proceed with Phases II and III, Mr. Fuller and TSL had an obligation, as a matter of fair dealing and probity, to disclose that to existing and prospective unit owners.

[99] In the circumstances, I am satisfied that LSCC 41 has established that, as they pertain to the contribution towards the Shared Amenity Expenses by Phases II and III, the provisions of the SAA were not "clearly and adequately" disclosed.

Oppressive or Unconscionably Prejudicial?

[100] The second branch of the test in s. 113 of the *Condominium Act* requires LSCC 41 to establish that a provision produces a result that is oppressive or unconscionably prejudicial to the corporation or any of the unit owners.

[101] In *York Bremner*, at para. 103, Myers J. noted that s. 135 of the *Condominium Act* is drafted in the same language as the oppression remedy set out in the corporate statutes. Section 113, however, talks about provisions of an agreement resulting in oppression or unconscionable prejudice to a condominium corporation or any of its unit owners. Myers J. acknowledged the possibility that an assessment of oppression may be different under the two sections, but found it unnecessary to make such a finding for the purposes of the case before him.

[102] In *McFlow Capital Corp. v. James*, 2020 ONSC 374: aff'd 2021 ONCA 753, at paras. 139-142 [*McFlow Capital*], Nishikawa J. summarised the principles applicable to claims of oppression under the *Condominium Act*:

> [139] In evaluating an oppression claim under the *Condominium Act*, the court applies the framework set out by the Supreme Court of Canada for oppression claims under the *Canada Business Corporations Act* in *BCE Inc. v. 1976 Debentureholders*, 2008 SCC 69, 3 S.C.R. 560, at para. 68 [*BCE*]. A court will ask: (i) Does the evidence support the reasonable expectation being asserted by the plaintiff; and (ii) Was the reasonable expectation violated by conduct that was

oppressive, unfairly prejudicial to or that unfairly disregarded the plaintiff's interest? The "central theme running through the oppression jurisprudence" is fair treatment: *BCE*, at para. 62.

[140] In respect of the first part of the framework, reasonable expectations are determined through an objective and contextual analysis. In the context of the *Condominium Act*, the provisions of the *Act* are relevant to determining reasonable expectations: *TSCC No. 2051 v. Georgian Clairlea Inc.*, 2018 ONSC 2515, 294 A.C.W.S. (ed) 192, at para. 91, aff'd 2019 ONCA 43, 302 A.C.W.S. (3d) 421. The factors to be considered include: the history, size, structure and nature of the condominium corporation; the type of interest affected; general practice; the nature of the relationship between the complainant and the alleged oppressor; the extent to which the impugned acts or conduct were foreseeable; the expectations of the complainant; and the detriment to the interests of the complainant: *Noguera v. Muskoka Condominium Corporation No. 22*, 2018 ONSC 7278, 301 A.C.W.S. (3d) 198, at para. 35.

[141] In respect of the second part of the framework, oppressive conduct is conduct that is "burdensome, harsh and wrongful," "a visible departure from standards of fair dealing" and an abuse of power going to the probity of how the corporation's affairs are being conducted: *BCE,* at para. 92, citing M. Koehnen, *Oppression and Related Remedies* (2004), at p. 81. Unfair prejudice involves conduct that is less offensive than oppression, such as squeezing out a minority shareholder, failing to disclose related party transactions, or paying dividends without a formal declaration: *BCE*, at para. 93. Unfair disregard is less serious than oppression and unfair prejudice: *BCE*, at para. 94.

[142] In the context of the *Condominium Act*, unfair prejudice has been held to mean a limitation on or injury to a complainant's rights or interests that is unfair or inequitable. *Walia Properties Ltd. v. York Condominium Corporation No. 478*, [2007] O.J. No. 3032 (Sup. Ct.), at para. 23 [*Walia*]. "Unfairly prejudicial" describes deception, or different treatment for what may seem to be similar categories, whether financial or otherwise. By contrast, "unfairly disregards" may more accurately describe an alleged failure to take into account a legitimate minority interest or viewpoint: Audrey M. Loeb, *Condominium Law and Administration*, loose-leaf (Scarborough, Ontario: Thomson Carswell, 1998) at pp. 22-23, as quoted in *Walia*, at para. 23. "Unfair disregard" means to unjustly ignore or treat the interests of the complainant as being of no importance: *Walia*, at para. 23. As Harvison-Young J. (as she then was) stated in *Walia*, "a court must examine the cumulative effect of the conduct complained of." *Walia*, at para. 24.

[103] The remedy provided by s. 113 of the *Condominium Act* requires an evaluation of the disclosure provided at the time of purchase. Albeit dealing with predecessor legislation of the current *Condominium Act*, the court in *Abdool v. Somerset Place Developments of Georgetown Ltd.* (1992), 10 O.R. (3d) 120, [1992] O.J. No. 215, 1992 CanLII 7640 (ON CA) held that the

determination of the materiality of the change or amendment to a disclosure statement should be assessed from the standpoint of a reasonable purchaser.

[104] The consequence of Phases II and III not proceeding was that, to quote from the SAA (para. 8.4): "On a date which is two years from the date of the registration of this Agreement, the contribution of the Owner of Phase II and/or Phase III Lands shall be eliminated and the costs associated with the Shared Amenities to be paid by the Amenity Owner and the Residential Condominium shall increase".

[105] Bearing in mind that it was clear from the outset that TSL was not warranting that Phases II and III would be proceeded with, what, then, was the effect of TSL's non-disclosure?

[106] The answer to this question is that we do not know. Even after TSL knew that it was not going to proceed with Phases II and III, it is a matter of speculation as to whether the lack of disclosure produced a result that is oppressive or unconscionably prejudicial.

[107] There is no evidence that any unit holder would have acted any differently. Mr. Bellevue makes the bald assertion that LSCC 41's unit owners must be able to purchase their units with certainty as to the bargain they are making with the declarant, but offers no examples of individuals who say that they would have acted differently had they known that Phases II and III would not be proceeding. Nor are there affidavits from any directly affected individuals.

[108] In a similar vein, in his supplementary affidavit, Mr. Bellevue asserts that the absence of a 33-unit hotel has had a prejudicial impact on LSCC 41. He argues, without the benefit of an accounting report or any other supporting evidence beyond his own assertions, that this is a material change that has resulted in a higher percentage of SAA costs being attributable to LSCC 41 (such costs, of course, then having been passed on to unit owners as common expenses).

[109] I understand the argument that Mr. Bellevue is making. It was made clear that economic circumstances might result in changes to the Amenity Structure and, indeed, to the development as a whole. The negative impact of the non-disclosure must rise to the level of oppressive or unconscionably prejudicial. While Mr. Bellevue may well be correct that there has been a negative impact from these changes, hard evidence of the extent of such impact is lacking.

[110] In the result, the applicant has not met its burden of showing that the SAA produces a result that is oppressive or unduly prejudicial to LSCC 41.

Has there been oppression under section 135?

[111] In relation to the other allegations of oppressive conduct made by LSCC 41, there is no doubt that TSL exercises a great deal of control in terms of how the shared amenities are operated. It may well be, although I make no determination either way, that TSL has been difficult to deal with when it comes to requesting information about budgets, allocation of spending and production of information. There are remedies for these concerns, not the least of which is provided for in the SAA through the mechanism of working with a Technical Consultant, appointed in accordance with the SAA. Unfortunately, LSCC 41 has not played its part in facilitating the appointment of a Technical Consultant.

[112] Indeed, the SAA includes a comprehensive step dispute resolution clause that starts with negotiations, moves on to the appointment of a Technical Consultant and then, if there is still no resolution, to mediation and finally to binding arbitration, with appeals only permitted in the event of an error of law.

[113] LSCC 41 complains that unit owners are paying more to use the shared amenities than individuals who purchase club memberships. This may also give rise to legitimate concerns about how the shared amenities are being run and the operations accounted for. Again, without taking any position on the validity of these concerns and complaints, they are matters for which there are remedial processes, not all of which have been effectively pursued.

[114] As previously noted, an arbitration between the parties concerning some of these issues has been held in abeyance pending the determination of this application.

[115] Mr. Bellevue feels that LSCC 41 should be treated like a business partner or party to a joint venture. But the reality is that the SAA is not a joint venture. Nor was it ever represented as such.

[116] It is clear from the record before me that there are challenging issues to be resolved between the parties so far as disclosure, the propriety of expenses, and the allocation of those expenses. The arbitration procedure provides a means of obtaining production of documents and disclosure of other information that the arbitrator deems appropriate. In the absence of an accounting report from an appropriately qualified expert, many of Mr. Bellevue's complaints are just that. Mr. Fuller has an answer for most if not all of them. LSCC 41 will no doubt say that the reason there is no expert report is because they could not get the information they wanted, Abrams J. having turned down a motion for production as premature. But in the absence of a such a report, I find myself unable to come to reliable conclusions on the heavily contested evidence contained in the record.

[117] Mr. Bellevue attests that LSCC 41 had and continues to have "reasonable expectations" as to how TSL would conduct itself. In his 15 May 2020 affidavit, he says that:

> LSCC 41's expectations, based on the terms of the SAA and commercial reasonableness and standard commercial practice, are that the approval and implementation of a proposed SAA budget requires consultation between TSL, as the Amenity Owner and LSCC 41 (who is responsible for paying almost 94% of the SAA Expenses). Meaningful consultation, especially where one party, LSCC 41, is responsible for covering almost all the resulting net costs, means more than handing a budget and telling the Applicant to pay. Consultation requires meaningful review, discussion, and agreement between the parties on the budget terms.

[118] I pause to observe that the concept of reasonable expectations is objective and contextual. The expressed expectation of a particular stakeholder is not conclusive. The onus lies on the party claiming oppression to identify the expectations that have been said to have been violated by the conduct at issue and to establish that such expectations were reasonably held: *Ebrahim v.*

Continental Precious Minerals Inc. (2012), 111 O.R. (3d) 110, 2012 ONSC 2918, at para. 51. LSCC 41's burden is not met by putting in evidence the subjective understanding and opinion of Mr. Bellevue.

[119] Mr. Fuller refutes the allegations about lack of consultation and provides examples of TSL responding to concerns raised by LSCC 41 or unit owners. Nevertheless, it is clear from his affidavit that even what he characterises as respectful disagreements between TSL and LSCC 41 and unit owners have been frequent and enduring.

[120] Tellingly, one of the reasonable expectations expressed by Mr. Bellevue is that TSL would uphold its fiduciary responsibilities and deal with LSCC 41 lawfully, in good faith, in a fair and commercially reasonable manner. Good faith is a two-way street. The weight of the sentiments expressed by Mr. Bellevue is significantly diluted by the knowledge that LSCC 41 has not paid any of its allocated costs for 5 ½ years. While there may not be a "clean hands" requirement for a party seeking statutory relief under s. 113 or s. 135 of the *Condominium Act*, the assertions of oppressive conduct on the part of TSL are significantly diluted by LSCC 41's failure to remit its allocated expenses for such a long time, coupled with its incomplete engagement with the dispute resolution process: *McFlow Capital*, at paras. 374-375.

[121] Mr. Fuller excuses the lack of regular quarterly meetings between the Amenity Owner and LSCC 41, required by the SAA:

> In my view, given that LSCC 41 was in breach of the SAA, they had no right to demand that TSL comply with the requirement to hold quarterly meetings.

[122] Mr. Bellevue is pessimistic about the future. He asserts that it is evident that the parties cannot get along in any type of business relationship, but places all the blame for this on TSL. His view, and in this regard he purports to speak on behalf of LSCC 41's owners, is that the best option from LSCC 41's standpoint is for the court to terminate the SAA (save and except for the easements which provide access to unit holders entering the ground floor of the building and taking elevators through the floors owned by TSL). He goes on to note that for as long as the shared amenities continue to exist, it would be open to the owners and occupants of units to purchase public memberships, concluding that this "… keeps the parties out of litigation (either in this Court or ADR) and allows all parties the freedom of commercial or consumer choice".

[123] Given the history of dealings between the parties and the need for LSCC 41 to have easements across TSL's property, I think it is unduly optimistic of Mr. Bellevue to think if the SAA is terminated, this will put an end to the litigation between the parties.

[124] The parties do not have to get along with each other. But they do have to coexist. It may be that the firm hand of an arbitrator is required to resolve the multiple disputes between the parties concerning the disclosure of financial information, the production of other documents, the allocation of expenses and all other disputes relating to the operation of the SAA. This is the mechanism provided for in the SAA, and the parties should simply get on with it.

[125] While the court, rather than arbitration, is the appropriate forum for consideration of the claims of oppression, having regard to the principles applicable to claims of oppression under the *Condominium Act* discussed above, and the conduct of both parties, I find that LSCC 41's complaints do not rise to the level of establishing oppression.

Disposition

[126] For the foregoing reasons, the application is dismissed.

Arbitration

[127] According to Abrams J.'s 22 October 2020 order, subject to any appeal from this decision, the claims advanced by TSL in the SAA Arrears Action should now proceed to arbitration.

[128] LSCC 41 withdrew, by amendment to the notice of application, its previous claim for relief, in the alternative to its claims for relief under sections 113 and 135 of the *Condominium Act*, and a request for directions to enable any residual issues regarding expenses to be determined by arbitration "including, but not limited to, whether there has been an overpayment and/or underpayment of LSCC 41's Allocated Shared Amenities Costs from registration to the date of any order by this Court".

[129] Despite that amendment, the following passage remains in one of Mr. Bellevue's affidavits sworn in support of this application:

> Should any costing issues remain after the adjudication of this Application, LSCC 41 believes that this Court should order and provide any appropriate directions to the parties to have Mr. Leslie Dizgun adjudicate same given his familiarity with the Agreements, the parties and the subject matter.

[130] Without purporting to provide directions or a determination that have not been requested, I would encourage the parties to consider whether, in light of the disposition of this application, it would be appropriate to place all of the financial, disclosure and other issues between them arising from the SAA that are not already encompassed by the SAA arrears claim, before the arbitrator.

[131] If further directions are required from the court with respect to what happens next, to the extent that such matters fall within the jurisdiction of the court (rather than the appointed arbitrator), a case conference with the case management judge should be sought.

Costs

[132] If, within 21 days of the release of these reasons, the parties are unable to agree on the issue of costs of this application, either party may notify me via my judicial assistant, Aimee McCurdy (Aimee.McCurdy@ontario.ca), following which I will provide further directions.

Graeme Mew J.

Released: 31 January 2023

CITATION: Leeds Standard Condominium Corporation No. 41 v. Tall Ships Landing Developments, 2023 ONSC 778
COURT FILE NO.: CV-19-00000184 (Brockville)
DATE: 20230131

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

LEEDS STANDARD CONDOMINIUM CORPORATION NO. 41

Applicant

– and –

TALL SHIPS LANDING DEVELOPMENTS, A DIVISION OF METCALFE REALTY COMPANY LIMITED

Respondent

REASONS FOR DECISION

Mew J.

Released: 31 January 2023