Court of King's Bench of Alberta

Citation: Condominium Plan No 912 3701 (Liberton Village Condominium Corporation) v Herbert, 2024 ABKB 362

Date: 20240620
Docket: 2003 16669
Registry: Edmonton

Between:

The Owners: Condominium Plan No. 912 3701 operating as Liberton Village Condominium Corporation, Erin Hoffman, Steven Hoffman and Jamie Buckley

Applicants

- and -

Carol Lynn Herbert, Christopher Herbert, and Andrew Scott Herbert

Respondents

Memorandum of Decision
of
Applications Judge B.W. Summers

Introduction

[1] The parties brought cross applications in a Special Chambers hearing. From those cross applications I must consider what constitutes "contributions" under the *Condominium Property Act*, RSA 2000, c C-22 ("*CPA*"); whether the Condo Corp (as hereinafter defined) has committed "improper conduct" under the *CPA*; and whether the Condo Corp is entitled to further costs from a prior order of this Court pursuant to r 9.14 of the *Alberta Rules of Court*.

The Parties and their Properties

[2] The Owners: Condominium Plan No. 912 3701 operating as Liberton Village Condominium Corporation ("Condo Corp") was constituted under the *CPA* with respect to the condominium property ("Liberton Village").

[3] The Applicant Erin Hoffman ("Erin") was a resident and the owner of a condominium unit in Liberton Village ("Hoffman Unit"). The Applicants Steven Hoffman (Erin's son) and his girlfriend Jamie Buckley were also residents of the Hoffman Unit (collectively "Hoffmans").

[4] The Respondents Carol Lynn Herbert ("Carol"), her son Christopher Herbert ("Chris") and her son Andrew Scott Herbert ("Andrew") (collectively "Herberts") were the owners of a condominium unit in Liberton Village ("Herbert Unit"). Andrew was the only resident of the Herberts Unit at the relevant time.

[5] The Hoffman Unit and the Herbert Unit were adjacent to each other and shared a wall or walls.

Background

[6] On November 12, 2020, at approximately 2:30 a.m. during a suspected mental health crisis, Andrew cut a hole between the Herbert Unit and the Hoffman Unit. ("Incident"). The hole went into Erin's bedroom.

[7] In the months preceding the Incident, the Hoffmans, and in particular Erin, suffered considerable harassment from Andrew, including him placing a video camera aimed at Erin's bedroom and bathroom windows, continual loud banging at night, frequent loud music and knocking on the Hoffmans' door asking to speak to people that never lived there.

[8] Following the Incident, Condo Corp and the Hoffmans commenced this action and applied for and obtained a without notice restraining order against Andrew on November 17, 2020. Their application for an order evicting Andrew, returnable December 1, 2020 was adjourned, at the request of counsel for Carol and Chris, to December 9, 2020.[1]

[9] On December 2, 2020 Erin was woken at 1:14 a.m. by construction sounds from the Herbert Unit including repeated banging and hammering from the shared walls and the sound of drywall falling or being ripped. At 8:20 a.m. Erin called the police after hearing Andrew repeatedly scream "shut the fuck up" and "get the fuck out". The police attended the Herbert Unit and arrested Andrew.

[10] On December 9, 2020 Master Smart granted an order: (i) evicting Andrew, (ii) directing Condo Corp to provide to Carol and Chris three quotes for the repair to the Herbert Unit; (iii) ordering Carol and Chris to directly pay the contractor chosen by them; and (iii) requiring the Herberts to pay Condo Corp's costs of the application and the order on a solicitor-and-his-own-client basis, to be assessed unless otherwise agreed ("Eviction Order").

[11] During the hearing before Master Smart, counsel for Carol and Chris acknowledged that the Herberts were responsible for repairs to both the Hoffman Unit and the Herbert Unit.

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[1] Counsel for Carol and Chris did not act for Andrew. Andrew took no active part in any of the legal proceedings.

[12] A draft of the Eviction Order was sent to counsel for Carol and Chris on December 10, 2020. Revisions were requested to that draft order ("December 10 Draft Eviction Order").

[13] On December 30, 2020 counsel for Condo Corp sent to counsel for Carol and Chris a revised draft Eviction Order which included a provision that the Herberts were responsible for repairs to the Hoffman Unit ("December 30 Draft Eviction Order").

[14] Counsel for Condo Corp sent many emails to counsel for Carol and Chris seeking return of the December 30 Draft Eviction Order to which there were no responses. On January 27, 2021, after being sent a draft application to settle the minutes of the Eviction Order, counsel for Carol and Chris approved the December 10 Draft Eviction Order and sent it to counsel for Condo Corp.

[15] The December 10 Draft Eviction Order was not submitted for filing until April 12, 2021.

[16] Meanwhile, in early March 2021 Carol and Chris went ahead and had the repairs to the Herbert Unit completed by a contractor chosen by themselves. The contractor chosen by them was not a contractor proposed by Condo Corp as Condo Corp had not provided any repair quotes to Carol and Chris.

[17] On March 22, 2021 Chris emailed Condo Corp and advised as to the details of the repairs made to the Herbert Unit. On that same day, Condo Corp carried out an inspection of the repairs.

[18] On April 22, 2021 counsel for the parties attended before the Assessment Officer to have assessed Condo Corp's costs awarded under the Eviction Order. The Assessment Officer advised that given the wording in the Eviction Order he could only deal with costs of two appearances before Master Smart and costs with respect to the Eviction Order.

[19] Title to the Herbert Unit was transferred to Carol and she listed it for sale—on or about May 10, 2021.

[20] Condo Corp applied to this Court for an Attachment Order. The parties consented to an order that Carol and Chris post security for costs in the amount of $15,500.00. That security was placed into the trust account of the lawyers acting for Chris and Carol.

[21] On June 30, 2021 Carol received an offer to purchase the Herbert Unit for the price of $266,000.00 ("Offer"). She accepted the Offer on July 2, 2021.

[22] The Offer was conditional upon: (i) a satisfactory review of condominium documents ("Condo Docs"); (ii) Condo Corp Board approval for the purchaser's dog; and (iii) sale of the purchaser's current home. A notice of non-waiver/non-satisfaction of purchaser's conditions (i) and (ii) was sent on behalf of the purchaser ("Offeror") and the Offer was at an end.

[23] The Condo Docs provided to the Offeror stated:

> There are concerns relating to damage an owner caused to a wall between the... ((Herbert Unit and the Hoffman Unit). On or about November 12, 2020, the Owner of ...(the Herbert Unit) tore a hole in a wall shared with ...(the Hoffman Unit). The Owners of the ... (Herbert Unit) have not satisfied the Condominium Corporation that repairs carried out are adequate as required by the Bylaws. The Condominium Corporation has concern about the structural integrity of the shared wall between ... (the Herbert Unit and the Hoffman Unit) and whether repair work was done according to the applicable building codes and fire codes. In particular,

> the Condominium Corporation has concerns about the fire rating of materials used to repair shared walls.
>
> ...
>
> Attached are reports relating to damage caused by the owner of the ... (Herbert Unit) to the wall shared with the (Hoffman Unit). Cost of carrying out adequate repairs will be assessed to the ... (Herbert Unit)in accordance with the bylaws. The Condominium Corporation expects there to be litigation against the ... (Herbert Unit) to recover costs associated with the repairs. ("Repair Comments")

[24] On July 8, 2021 Condo Corp registered a caveat (the "Caveat") against the title to the Herbert Unit claiming an interest "pursuant to section 39 of the *Condominium Property Act* in the sum of $5,867.93 plus accumulating interest pursuant to s 40 and 41 of the said *Act*, and costs pursuant to s 42 of the said *Act*." ("Caveated Amount").

[25] At the Special Chambers hearing before me, counsel for Condo Corp advised that the Caveated Amount was made up of costs to inspect the damage caused by the Incident, costs to repair the Hoffman Unit and property management fees. However, a breakdown of Caveated Amount and supporting invoices and backup documentation were not put into evidence.

[26] At the time that the Caveat was registered, Carol was current on all monthly condominium fees and no special assessments had been levied against the unit.

[27] When Carol asked for a breakdown of charges secured by the Caveat, she was provided with a ledger, as follows:

Legal Fees	$33,892.86
Property Manager's Administrative Charges	$ 5,970.83
Caveat Charge	$ 420.00
Chargebacks	$ 4,332.83
Interest on the above noted items	$ 3,751.87
Credit for mounts paid	($ 1.23)
TOTAL	**$48,367.66**

[28] On November 23, 2021 Condo Corp filed an application under r 9.14 seeking costs of the entire action and that application on a solicitor-and-own-client basis to December 9, 2020 ("Condo Corp Application for Costs").

[29] On December 10, 2021 Carol and Chris filed an application ("Carol and Chris' Application") in this action for: (i) a declaration that Condo Corp had engaged in improper conduct by conducting its business affairs in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of the Herberts; (ii) an order that the Caveat be discharged; (iii) an order that all outstanding charges on the Herberts' ledger be removed; (iv) judgment for carrying costs of the Herbert Unit; and (v) costs on a solicitor-and-own-client full indemnity basis, or alternatively for enhanced costs.

[30] On September 22, 2022 Applications Judge Birkett granted an order that: (i) Herberts pay into the trust account of Carol and Chris' lawyer, the sum of $5,867.93 (ie the Caveated Amount) as security for Condo Corp's claims for alleged contributions; (ii) Condo Corp discharge the

Caveat; (iii) without prejudice to Condo Corp's *in personam* claim for chargebacks, interest and costs provide a clear Estoppel Certificate; and (iv) the balance of Carol and Chris' Application be adjourned to Special Chambers ("Interim Order").

[31] Condo Corp submitted a discharge of the Caveat to Land Titles on November 14, 2022. It also provided a revised Disclosure Statement (to replace the Repair Comments) on November 30, 2022.

[32] The Herbert Unit was listed for sale in early December 2022 and was sold on May 1, 2023 for $255,000.00.

[33] On April 5, 2024 a consent order was granted which provided that the Condo Corp Application for Costs be heard in Special Chambers at the same time as Carol and Chris' Application.

Issues

[34] The issues that must be addressed on these applications are as follows:

(a) Was the Caveat filed by Condo Corp valid? For the Caveat to be valid, there must have been "contributions" owing to Condo Corp with respect to the Herbert Unit?

(b) Is Condo Corp liable to Carol and Chris for "improper conduct"? and

(c) Is Condo Corp entitled to solicitor-and-own-client costs of this action to December 9, 2020 pursuant to r 9.14 of *Alberta Rules of Court*?

Discussion of the Issues

Was the Caveat filed by Condo Corp valid? For the Caveat to be valid, there must have been "contributions" owing to Condo Corp with respect to the Herbert Unit.

[35] The authority for a condominium corporation to file a caveat is found in s 39.2(6) of the *CPA*:

> **(6)** A corporation may file a caveat against the certificate of title to an owner's unit for the amount of a contribution levied on the owner and interest payable but unpaid by the owner.

[36] Clause (g.1) of sub s 1(1) of the *CPA* states "contribution" means an amount levied under section 39.

[37] Section 39 of the *CPA* states:

> **39(1)** A board may by resolution
>
> (a) determine from time to time the amounts to be raised for the purposes of the operating account and the reserve fund and may raise those amounts by levying contributions on the owners at regular intervals
>
> (i) in proportion to the unit factors of the owners' respective units, or

> (ii) subject to the regulations, and if provided for in the bylaws, on a basis other than in proportion to the unit factors of the owners' respective units;
>
> (b) determine from time to time amounts to be raised by special levy and raise those amounts in accordance with section 39.1.
>
> **(2)** A contribution shall not include any amount for the purpose of collecting from an individual owner
>
> (a) a monetary sanction under a bylaw made under section 35(1),
>
> (b), (c) repealed 2013 cS-19.3 s3.

[38] Of further note are subsections (1) and (2) of s 39.2, as follows:

> **39.2(1)** A contribution levied as provided in section 39(1)(a) is due and payable on the passing of a resolution by the board to that effect and in accordance with the terms of the resolution, and a contribution levied under section 39(1)(b) is due and payable in accordance with a resolution of the board passed under section 39(1).
>
> **(2)** A contribution referred to in subsection (1), and any interest charged under section 40, may be recovered by an action for debt by the corporation
>
> (a) from a person who was an owner at the time when the resolution of the board was passed, and
>
> (b) from a person who was an owner at the time when the action was instituted,
>
> both jointly and severally.

[39] As was noted previously, Carol was current on monthly condominium fees when the Caveat was filed against the Herbert Unit and there were no outstanding special levies. Carol and Chris say that there were no contributions owing to Condo Corp when the Caveat was filed.

[40] Conversely, Condo Corp argues that the sum of $5,867.93 (previously defined as "Caveated Amount") was a contribution owing pursuant to s 39(1)(b)(ii) of the *CPA* as the Condo Corp bylaws (bylaw 39 in particular) provided that "...expenses expended or incurred by the Corporation in correcting, remedying, or curing ...(an)...infraction, violation, or default shall be charged to such Owner and shall be added to and become part of that Owner's assessment and shall bear interest".

[41] Both parties refer to the legislative history of s 39 of the *CPA* and related provisions, to support their respective interpretations of the section. In particular, they both rely upon changes that were made pursuant to the *Condominium Property Amendment Act*, 2014, SA 2014, c 10 ("*Amendment Act*"), which received royal assent on December 17, 2014.

[42] Carol and Chris said that the legislative changes brought about four critical changes relevant to the dispute in this case:

> (a) "contributions" levied pursuant to s 39(1)(a) can only be considered those amounts levied "at regular intervals" for the purpose of maintaining a condominium corporation's operating account and reserve fund;

(b) the only contribution under s 39(1)(a)(ii) (ie on a basis other than in proportion to the unit factors of the owners' respective units) is "subject to the regulations" and the only regulation providing for this is s 62.4(4) which is for the recovery of an insurance deductible against an owner;

(c) only those amounts raised pursuant to s 39(1)(a) and (b) are captured by the definition of "contribution"; and

(d) s 36(8) of the *CPA* was added, which states:

> **(8)** A caveat in respect of a monetary sanction or other debt to a corporation, other than a contribution under section 39, may be registered against the certificate of title of a unit only pursuant to a writ of enforcement.

[43] In support of their interpretation, Chris and Carol note four regulations to the *CPA* which provide for contributions being levied at regular intervals: ss 20.01(1)(k), 20.04(1), 20.04(3) and 20.05(a).

[44] The legislative history to the *CPA* referred to by Condo Corp in support of its argument that a damage claim against an owner could be a contribution under s 39(1)(a)(ii) of the *CPA* relates to a provision in the *Amendment Act* which was passed, but never brought into force. That is, paragraphs (b) and (c) of sub s 39(2) never did come into force. They stated:

> 39(2) A contribution shall not include any amount for the purpose of collecting from an individual owner
>
> ...
>
> (b) costs incurred by the corporation as a result of damages caused by an act or omission of an owner, tenant or occupant, or,
>
> (c) any other amount set out in the regulations.

[45] Ultimately s 39(2)(b) and (c) never came into force and were repealed in accordance with the *Statutes Repeal Act*.

[46] Condo Corp's argument is that since the government chose to not bring into force the provision that said contributions do not include costs incurred as a result of damages caused by an owner, tenant or occupant (ie s 39(2)(b)), it was the government's intention that such costs were included in the term "contributions".

[47] In ***Bell ExpressVu Limited Partnership v Rex,*** 2002 SCC 42 the Supreme Court of Canada stated:

> 26 In Elmer Driedger's definitive formulation, found at p. 87 of his *Construction of Statutes* (2nd ed. 1983):
>
> > Today there is only one principle or approach, namely, the words of an Act are to be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of Parliament.

> Driedger's modern approach has been repeatedly cited by this Court as the preferred approach to statutory interpretation across a wide range of interpretive settings....

[48] I also note that considering the history of legislation is a useful tool in revealing legislative purpose: ***R v Mercure,*** 1988 CanLII 107 (SCC), [1988] 1 SCR 234.

[49] Considering these guiding principles, it is my view that the legislature did not intend to restrict contributions to only those levies made "at regular intervals". More specifically, I am of the view that an amount owing under the bylaws "on a basis other than in proportion to the unit factors..." could be a contribution pursuant to s 39(1)(a)(ii) of the *CPA*.

[50] As noted by Carol and Chris, s 39(1)(a)(ii) starts with the words "subject to the regulations". I do not agree with them that means the levy under this provision must be one authorized by the regulations. Rather, it means that the levy "provided for in the bylaws" could not be one contrary to the regulations to fall under this provision. In this case, Condo Corp's bylaw 39 is not in contravention of the regulations.

[51] Nor do I think that the addition of s 36(8) to the *CPA* has any impact on the definition of contributions. Rather, that subsection deals with when a condominium corporation may file a caveat against an owner's unit to recover an amount that is not a contribution.

[52] I wish to note that although a resolution may not have been passed by the Condo Corp, that fact is not fatal to the validity of the Caveat: ***Condominium Corporation No 311443 v Goertz,*** 2016 ABCA 362 ***("Goertz").***

[53] Carol and Chris make an alternative argument that if Condo Corp's interpretation of s 39(1)(a)(ii) is correct and there was an amount owing for an outstanding contribution, it was only the sum of $879.95 for drywalling, soundproofing, priming and painting the wall in the Hoffman Unit ("Hoffman Unit Repair Cost"). They say that Condo Corp used the Caveat as a hammer to extort money from them over and above the Hoffman Unit Repair Cost.

[54] Due to a lack of evidence on the point, I am unable to determine the amount of the contributions which were protected by the Caveat. However, as was noted in ***Goertz***, the amount owing for contributions does not have to be correctly stated in the caveat filed by the condominium corporation, since it is only intended to give notice that there are unpaid contributions.

[55] In summary on this point, I find that the Caveat filed by Condo Corp on July 8, 2021 against the Herbert Unit was valid as there were outstanding contributions owing to Condo Corp at that time, although the amount cannot be determined on the evidence before me.

Is Condo Corp liable to Carol and Chris for "improper conduct"?

[56] Carol and Chris assert that Condo Corp is liable to them for the following improper conduct:

(a) filing the Caveat; and

(b) making the Repair Comments.

[57] Section 67 of the *CPA* defines "improper conduct" as follows:

(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,
>
> (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,
>
> (iii.1) the conduct of an owner that is oppressive or unfairly prejudicial to the corporation, a member of the board or another owner,
>
> (iv) the conduct of the business affairs of a developer in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of an interested party or a purchaser or a prospective purchaser of a unit, or
>
> (v) the exercise of the powers of the board by a developer in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of an interested party or a purchaser or a prospective purchaser of a unit.

Filing of the Caveat

[58] As I have found that there were outstanding contributions with respect to the Herbert Unit, Carol and Chris' first argument that the filing of the Caveat against the Herbert Unit was in breach of the *CPA* is rejected.

[59] With respect to the alternative argument, that Condo Corp was using the Caveat as a hammer to extort money from them, Carol and Chris note that when Carol asked the property manager for an itemization of the amount due under the Caveat, she was provided with the ledger for her unit which listed all outstanding amounts including legal fees, property manager's administrative charges, chargebacks and interest totalling $48,367.66.

[60] I do not see this exchange between Carol and the property manager as the Condo Corp seeking more than it was entitled under the Caveat. It would be expecting too much of a condominium corporation, or a property manager, to be able to distinguish which items under a unit's ledger constitute contributions that are caveatable and those that are not. Legal advice on the question would likely be required.

[61] Condo Corp discharged the Caveat from title to the Herbert Unit when the Caveated Amount was paid into trust. Based upon the evidence before me, I am unable to conclude that the Caveated Amount sought by Condo Corp included amounts other than contributions under s 39(1)(a)(ii) of the *CPA*.

[62] I am unable to conclude that the filing of the Caveat by Condo Corp and maintaining its validity until the Caveated Amount was paid into trust constituted improper conduct on the part of Condo Corp.

Making the Repair Comments

[63] Carol and Chris assert that the Repair Comments were oppressive or unfairly prejudicial to or unfairly disregarded their interests. They say that the Repair Comments were made 49 days after Condo Corp had inspected the repairs for compliance with the Building Code and Fire Code and had determined that they were adequate. They say that the Repair Comments were not accurate or honest and the inspection report provided was not current when it was provided to the offeror. Carol and Chris say that the provision of the erroneous Repair Comments and the out-dated inspection report to the Offeror breached Carol's reasonable expectations as owner and brought about damage since the Offeror would not waive his conditions after seeing the Repair Comments and inspection report.

[64] In response, Condo Corp says that not all damage to the shared wall between the Hoffman Unit and the Herbert Unit had been repaired by March 31, 2021. More particularly, damage to the Hoffman Unit side of the wall had not been repaired, although counsel for Carol and Chris had admitted in court his clients' responsibility for this cost. In fact Carol and Chris still have not paid for the repairs to the Hoffman Unit side of the wall, notwithstanding their lawyer's admission of liability for this cost.

[65] Condo Corp also notes that since Carol and Chris went ahead with repair without obtaining quotes from contractors selected by Condo Corp, they were in fact in violation of the Eviction Order. Apparently the Herbert Unit side of the wall had been repaired and closed up when Condo Corp first did an inspection.

[66] Exhibit "10" to Chris' affidavit is a report from G. W. Holdings Ltd Building Consulting Services to Carol dated September 7, 2021 providing a report on the repair work done to the damaged wall, based upon photographs taken before the wall was closed up. I think that it is fair to say that this report addressed structural and building and fire code concerns expressed by Condo Corp. This report was provided at least two months after Condo Corp had issued the Condo Docs with the Repair Comments.

[67] In my view, the Repair Comments in the Condo Docs were not inaccurate. The history of the Incident was accurate. The description of the damage that had occurred was accurate. The fact that Carol still needed to get a professional assessment after the Repair Comments were made speaks to the need to satisfy Condo Corp on the adequacy of the work. Finally, Condo Corp's stated expectation of litigation to recover costs was also indeed accurate.

[68] If Carol expected Condo Corp to issue a disclosure statement to the Offeror that said everything was fine, such expectation is not reasonable. Condo Corp had a statutory duty of full and fair disclosure to the Offeror. The disclosure made to the Offeror was not inaccurate.

[69] By way of *obiter dictum*, I make two other pertinent observations. Firstly, Chris acknowledged in questioning that his suggestion that the Offeror would not waive his conditions because of the Repair Comments was speculation on his part. If that was in fact the case, it would be up to the Offeror to provide that evidence. Secondly, in this application for a final determination on liability, the deponent should have been Carol, rather than Chris. Much of the evidence offered by Chris was hearsay from his mother, Carol.

[70] Carol and Chris have not satisfied their burden of proving improper conduct on the part of Condo Corp. Consequently, Carol and Chris' Application is dismissed.

Is Condo Corp entitled to solicitor-and-own-client costs of this action to December 9, 2020 pursuant to Rule 9.14 of *Alberta Rules of Court?*

[71] The Eviction Order granted by Master Smart on December 9, 2020 granted costs to Condo Corp against Carol and Chris on a solicitor-and-own-client basis for that application and order. Condo Corp now applies under r 9.14 for an order granting its costs of the entire action to December 9, 2020 and costs of the Application (all on a solicitor-and-own-client basis).

[72] Rule 9.14 states:

> **9.14** On application, the Court may, after a judgment or order has been entered, make any further or other order that is required, if
>
> (a) doing so does not require the original judgment or order to be varied, and
>
> (b) the further or other order is needed to provide a remedy to which a party is entitled in connection with the judgment or order.

[73] Counsel for Condo Corp says that counsel for Carol and Chris deliberately ignored his many entreaties to get the Eviction Order approved and greatly increased Condo Corp's legal costs, needlessly. This appears to be the main rationale for Condo Corp seeking an expansion of costs awarded under the Eviction Order.

[74] Rule 9.14 is a very narrow exception to the doctrine of finality called *functus officio*. In ***Strathcona (County) v Hansen,*** 2014 ABCA 17 our Court of Appeal explained that r 9.14 grants a court power "to make a further order when that is needed in order to provide the litigants with the relief to which they are entitled under the original order".

[75] That is not what is being sought by Condo Corp in this situation. Condo Corp is in fact seeking to vary the Eviction Order. Master Smart could not have awarded costs of the substitutional order granted by Justice Friesen, or the costs of the restraining order granted by Justice Leonard nor the extension order granted by Justice Fagnan. Likewise, I do not have the jurisdiction to grant costs with respect to applications before Justices of this Court. I cannot order that Master Smart's Eviction Order is expanded to all steps in this action. Condo Corp's application exceeds r 9.14's limits.

Condo Corp's Reply Brief submitted April 25, 2024 may be filed

[76] Condo Corp submitted a last minute Reply Brief without permission of the Court. It may be filed.

Conclusion

[77] The Applications are dismissed. If the parties cannot agree on costs, they may be spoken to in morning chambers within 15 days of the date of this decision.

Heard on the 26th day of April, 2024.
Dated at the City of Edmonton, Alberta this 20th day of June 2024.

B.W. Summers
A.J.C.K.B.A.

Appearances:

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