

CONDOMINIUM AUTHORITY TRIBUNAL

DATE: September 23, 2024

CASE: 2023-00480N

Citation: Metropolitan Toronto Condominium Corporation No. 993 v. Daniel Zhan, 2024 ONCAT 147

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

Member: Nicole Aylwin, Member

The Applicant,

Metropolitan Toronto Condominium Corporation No. 993

Represented by Jessica Hoffman, Counsel

The Respondent,

Daniel Zhan,

Self-Represented

Hearing: Written Online Hearing – June 3, 2024 to September 13, 2024

REASONS FOR DECISION

A. INTRODUCTION

[1] The governing documents of the Applicant, Metropolitan Toronto Condominium Corporation No. 993 (“MTCC 993”), prohibit pets in the common elements and units. According to MTCC 993, the Respondent unit owner, Mr. Zhan, is keeping a dog in his unit in contravention of the governing documents. MTCC 993 seeks an order directing Mr. Zhan to immediately and permanently remove the dog from his unit and the property and seeks its costs in relation to this application. They further assert that even if Mr. Zhan is entitled to an accommodation for his dog, he failed to comply with MTCC 993’s governing documents when he brought a second dog (albeit temporarily) into his unit, for which no accommodation was ever requested.

- [2] Mr. Zhan, whose participation in this hearing was very minimal, asserted that he is entitled to keep his dog as an accommodation under the *Ontario Human Rights Code* (the “Code”). He provided no reasons for why he believed he was entitled to house, even temporarily, a second dog in his unit.
- [3] For the reasons set out below, I find that Mr. Zhan’s dog may remain living in his unit as an accommodation under the Code. However, I also find that Mr. Zhan did fail to comply with MTCC 993’s governing documents when he brought a second dog, not covered by his request for accommodation, onto the premises (since removed) and into his unit, and thus order that he refrain from bringing any other dog other than his dog into his unit or onto condominium property. Finally, I find that MTCC 993 is entitled to costs in the amount of \$3,000.

B. PRELIMINARY AND PROCEDURAL MATTERS

- [4] At the outset of this hearing, I sought to confirm with the parties the issues to be addressed. Despite having joined the case and participated in the mediation, and despite several reminder messages and an explanation of the possible consequences of not participating in the proceeding, Mr. Zhan did not reply to my messages. Thus, based on the problem description, I confirmed the issues with the Applicant, as follows:
1. Is the Respondent complying with Applicant’s governing documents which prohibit the keeping of pets in units or the common elements? If not, is the Respondent entitled to accommodation under the Code?
 2. Is any party entitled to costs? If so, in what amount?
- [5] I then proceeded with providing the parties with instructions on how to prepare and submit opening statements.
- [6] In response to my request for an opening statement, Mr. Zhan uploaded a document that did not address the issues, but instead listed several complaints with the way the mediation at the Tribunal had been conducted and made several requests. These requests included a request for a four-week adjournment, requests for accommodation in the Stage 3 proceeding, a request for an order that the confidential messages of mediation be allowed as evidence in this hearing, and a request that the Tribunal assist him in obtaining witness evidence.
- [7] Given the number of issues raised by Mr. Zhan and his request for accommodation, I indicated that for reasons of efficiency and fairness I would like to hold a case conference with the parties to discuss Mr. Zhan’s requests, his need

for accommodation, and to ensure that all parties understood the issues that were to be addressed in the hearing. To accommodate Mr. Zhan's request for more time to prepare, the case conference was scheduled approximately one month from the date of the message and all parties were instructed that the case conference was mandatory.

- [8] Mr. Zhan did not attend the case conference, nor did he communicate with the Tribunal about his absence – either before or after the case conference. This resulted in delay and additional expense for the Applicant, as its representative did attend at the scheduled time.
- [9] After the case conference did not proceed as planned, I informed the parties via the Tribunal's online dispute resolution platform ("ODR platform"), that we would be proceeding in writing based on the issues I had identified. I answered, in writing, many of the issues raised in Mr. Zhan's letter and I directed Mr. Zhan to the Tribunal's accommodation policy should he wish to formally request an accommodation. I also requested that Tribunal staff send him a copy of my message by email – to ensure he understood the case was proceeding in his absence.
- [10] While Mr. Zhan did not respond to this message (or any others) on the ODR platform, Tribunal staff advised me that Mr. Zhan had filed a new application with the Tribunal, in which he appeared to identify issues that overlapped or were already being addressed in this case. In his application to the Tribunal, he specifically indicated the application was a "counter-claim" to this case. Therefore, I issued a Notice of Intent to Merge the cases to the parties and provided both parties the opportunity to provide submissions. I received submissions from MTCC 993. I did not receive any submissions from Mr. Zhan, even though it was his application that was being considered. For the reasons set out in my Motion Order, *Metropolitan Toronto Condominium Corporation No. 993 v. Zhan*, 2024 ONCAT 111, I decided the cases should be merged and so ordered.
- [11] After merging the cases, and in response to the additional issues raised by Mr. Zhan in his application, I again invited Mr. Zhan to provide me with input on the issues to be decided and any remedies he was seeking. Again, he did not respond. Thus, I proceed with the issues already identified and confirmed and reminded the parties that a failure to participate and provide evidence/submissions meant that the hearing would proceed, and my decision made based only on the information in front of me.

[12] In summary, Mr. Zhan has been provided with ample opportunities to participate in this hearing, request accommodation from the Tribunal, explain/confirm the issues, and request his own remedies. He has also had ample opportunities to know, understand, and respond to the claims made by the Applicant and to advance his own claims in relation to the issues. However, despite these opportunities, he has chosen not to follow instructions or participate in this proceeding and my decision therefore is based solely on the evidence provided by MTCC 993.

C. BACKGROUND

[13] Article III, paragraph 5 and Article IV, paragraph 2 (d) of MTCC 993's Declaration prohibit the keeping of pets in the common elements and the units of the corporation.¹ Additionally, Article I, paragraph 25 of MTCC 993's Rules does the same.² I will refer collectively to these provisions as the "Pet Provisions".

[14] Early in August 2023, MTCC 993 became aware of the fact that Mr. Zhan had purchased and was keeping a puppy in his unit. On August 7, 2023, MTCC 993 sent a letter to Mr. Zhan advising him that he was in breach of the Pet Provisions and requested that he remove the dog.

[15] In response to that letter, on August 9, 2023, Mr. Zhan sent a letter to MTCC 993 stating that he had a disability, and the puppy was an emotional support animal. He further asserted that because the puppy is an emotional support animal no rules were broken, and the puppy should be allowed to stay as an accommodation. The letter also contained a number of accusations, complaints and disparaging remarks about MTCC 993's management, and while these accusations and complaints are not a matter for the Tribunal to address, I note them here as they appear indicative of an acrimonious relationship between the parties that impacts the tenor of the communications and interactions between them as they attempt to navigate the accommodation request that is at issue.

¹ These read respectively:

No animal, livestock or fowl, of any kind whatsoever including those usually considered pets shall be allowed upon the Common Elements, Including the exclusive use Common Elements.

No animal, livestock or fowl, of any kind whatsoever including those usually considered pets are permitted to be kept or allowed in any unit.

² Rule 25 reads:

No animal, livestock or fowl, of any kind whatsoever, including those usually considered pets are permitted to be kept or allowed in any Unit or Common Elements.

- [16] On August 18, 2023, having now received what it considered to be a formal request for accommodation from Mr. Zhan, MTCC 993 followed up with a letter from its legal counsel requesting medical documentation of a disability as defined by the Code and evidence that the dog is the required accommodation.
- [17] On the same day, Mr. Zhan replied with a lengthy email containing more accusations and listing several concerns with the way MTCC 993 was handling his need for accommodation. In the letter, he directs MTCC 993 to correspond with his legal representative going forward. No medical documentation accompanied the letter.
- [18] After trying to reach Mr. Zhan's counsel by phone, on August 29, 2023, MTCC 993 reached out to Mr. Zhan's counsel via email. In the email, they raise concerns about Mr. Zhan's behavior generally, but in relation to the accommodation request, they indicate that the accommodations process is a shared responsibility and that MTCC 993 is prepared to work with Mr. Zhan regarding his request for accommodation; however, they note that they need sufficient information to confirm that he has a disability in order to "allow the Corporation to determine whether the requested accommodation is required or if alternate accommodation could meet the needs."
- [19] On September 15, 2023, Mr. Zhan's counsel replied to MTCC 993 attaching two letters from Mr. Zhan's physician. Both letters were entered into evidence in this case. The first, dated August 18, 2023, states simply that the writer is Mr. Zhan's family physician, and that Mr. Zhan would benefit from a service animal to manage his disability. The second letter dated September 12, 2023, provided additional information, in line with what MTCC 993 had requested. In it, Mr. Zhan's physician states clearly that Mr. Zhan has a diagnosed disability, going so far as to identify the specific disability, though MTCC 993 (as with any accommodation provider) was not necessarily entitled to that level of detail. The physician then states that Mr. Zhan's dog is a "therapy dog" which is both "warranted and indicated as an adjunctive treatment."
- [20] After reviewing the notes, MTCC 993 decided that they were insufficient to confirm that a dog, specifically, was required as an emotional support animal and thus commenced this application.
- [21] This, however, is not the end of the relevant events. After the commencement of this application, MTCC 993's Condominium Manager testified that he became aware that Mr. Zhan had another dog in his unit in addition to the puppy he claimed was his therapy dog. Although this dog has since been removed from the property, MTCC 993's asserts that bringing a second dog into his unit, even for a

limited period of time, demonstrates Mr. Zhan's complete disregard for its Rules, as he was well aware of the Pet Provisions and had no reason to believe he was entitled to have a second dog in his unit.

D. ISSUES & ANALYSIS

Issue No. 1: Is the Respondent complying with the Applicant's governing documents which prohibit the keeping of pets in units or the common elements? If not, is the Respondent entitled to an accommodation under the Code?

- [22] The parties both acknowledge that the governing documents of the corporation prohibit pets, and, based on the evidence provided, there is no dispute over the fact that Mr. Zhan is keeping a dog in his unit – he is. Rather the dispute is about whether he is entitled to keep his dog in the unit as an accommodation under the Code, or whether he has failed to comply with MTCC 993's Pet Provisions and should be ordered to comply.
- [23] The answer to this question is complicated by the fact that MTCC 993 submits that Mr. Zhan has, at times, been seen walking two dogs through the building's common elements and there has only ever been an accommodation request made for one dog. According to the testimony of MTCC 993's Condominium Manager, it is his understanding that the second dog belongs to a friend of Mr. Zhan and Mr. Zhan frequently takes care of it. Although this second dog is no longer on the premises, MTCC 993 asserts that even if Mr. Zhan is entitled to an accommodation for his own dog, he blatantly breached the Pet Provisions by bringing a second dog, which is not his, onto the property, even if it only stayed temporarily.
- [24] In this case, two things are true at the same time. Mr. Zhan is entitled to keep his dog as an accommodation under the Code, however he also failed to comply with the Pet Provisions, despite having full knowledge of them, when he brought a second dog to the condominium.
- [25] I will address the issue of accommodation first and then the issue of the second dog.

Is Mr. Zhan entitled to an accommodation under the Code allowing him to keep his dog in his unit?

- [26] MTCC 993's does not dispute the fact that Mr. Zhan has a disability that may require accommodation. Rather it takes the position that while Mr. Zhan may be entitled to an accommodation, he is not entitled to simply assert his preferred

accommodation. They argue that he must engage in a collaborative accommodation process where the parties work together to come up with an accommodation that best meets the needs of all parties. They assert that because Mr. Zhan failed to engage in such a process, MTCC 993 was denied the opportunity to find an accommodation that not only suited Mr. Zhan's needs but the need of the other residents. Thus, they submit he is not entitled to have a dog as the requested accommodation.

- [27] According to MTCC 993, although the letters provided by Mr. Zhan's physician may establish that he has a disability, they do not establish that he specifically requires a dog to address his disability-related needs. MTCC 993 suggests that had Mr. Zhan alerted them to his need for an accommodation prior to obtaining a dog, they would have had the opportunity to discuss with him alternative options. For example, they note that had they been notified earlier of his need for an accommodation, they could have suggested that another animal, such as a cat, be allowed as the accommodation. A cat, they assert, would better meet the needs of the MTCC 993's community because several people in the building (and visitors) are allergic to dogs, and a cat would not have to go through the common elements several times a day (which may exacerbate the allergies and health conditions or other residents).
- [28] I understand that MTCC 993 was frustrated by Mr. Zhan's failure to notify them of his need for an accommodation prior to obtaining a dog and his apparent disregard for the Rules (as evidenced, they assert, by his bringing a second dog into his unit), and I agree with MTCC 993 that the evidence shows that Mr. Zhan was, to say the least, a reluctant participant in accommodation conversations. For example, I accept the evidence that Mr. Zhan only notified MTCC 993 of a need for an accommodation after it was brought to his attention that he was not in compliance with the Pet Provisions, and that his correspondence with MTCC 993 about his need for accommodation was combative rather than collaborative.
- [29] At the same time, I am not persuaded by the evidence that MTCC 993 was particularly cooperative in its approach either. While MTCC 993 did follow up with Mr. Zhan once he indicated he required an accommodation, the only evidence regarding MTCC 993's participation in this accommodation process is that once they became alerted to his request for an accommodation, they sent letters to Mr. Zhan asking for detailed medical information (to be used to assess his request) and, once they received this information, they decided it was not sufficient to establish the need for a dog and pursued this application.

[30] So, while I agree generally with the argument that both parties have an obligation to participate in the accommodation process as explained in the Ontario Human Rights Commission's *Policy on ableism and discrimination based on disability*³ ("OHRC Policy"), I disagree with MTCC 993's assertion that, in this case, Mr. Zhan's limited participation in the process disentitles him to the accommodation that he requested, which is supported by his physician. Mr. Zhan did provide MTCC 993 with medical documentation that sets out his disability and related symptoms – which it is worth noting, given some of the tenor of the communications between the parties, includes difficulty with social functioning – and related needs. The letter sent to them, at their request, clearly states that "a therapy dog is a warranted and indicated" adjunctive treatment and given his severe symptoms "is medically necessary for him". The suggestion that Mr. Zhan's participation in a collaborative process would have allowed MTCC 993 to propose that a cat be substituted as a therapy animal for a dog, shows a misunderstanding of the accommodation process. While making an accommodation request does not necessarily entitle the requestor to their preferred accommodation, neither does it allow the provider to substitute and assert their own opinion of what they consider to be an alternative treatment (in this case that a cat would be an appropriate substitute for the dog) in contrast to what is recommended or supported by a medical professional.

[31] It is well settled that the party who receives a request to accommodate a disability is obligated to do so up to the point of undue hardship. And, while I accept the evidence of MTCC 993 that there are residents in the building who may have purchased their unit because it was a pet-free building (and that these residents have complained about dogs in the building), and that there is, in at least once instance, a resident of the building who has a general concern that allowing dogs in the building may exacerbate her allergies (which are referred to generally – not specifically identified as an allergy to dogs) or other medical conditions, and that there may be visitors that choose to visit the building less frequently if there is a dog or dogs in the building, I do not find that allowing Mr. Zhan's dog to remain as an accommodation amounts to undue hardship. However, while I am sympathetic to residents who have chosen to live in an ostensibly 'pet-free' building for a variety of reasons (some including health reasons), there is no evidence that allowing the dog poses a significant health and safety risk or that there would be any (let alone substantial) cost consequences for MTCC 993 flowing from allowing the accommodation.

³ See section 8.6 of the OHRC Policy. Online at: <https://www.ohrc.on.ca/en/policy-ableism-and-discrimination-based-disability/8-duty-accommodate>

- [32] Finally, in its closing submission, MTCC 993 argued that it would be prejudicial for the Tribunal to order that Mr. Zhan be allowed to keep his dog as an accommodation because Mr. Zhan “gave up his right to challenge the evidence of the Applicant that there are alternatives available to accommodation the respondent has requested”. Here MTCC 993 referred me to *Toronto Standard Condominium Corporation No. 2944 v. Pavelic et. al*, 2024 ONCAT 61 (“Pavelic”) where the Tribunal decided that the respondent gave up the right to challenge the applicant’s evidence when he did not participate and thus the evidence presented was “generally accepted as true”. I do not find this argument persuasive for several reasons. First, while a Tribunal **may** accept unchallenged evidence as true, it is not required to do so. Second, in the case of Pavelic, the issue in dispute was that of unreasonable noise and the evidence that went unchallenged was, primarily, noise complaints. I do not find the case, its facts or the evidence at issue at all like of Pavelic. Third, MTCC 993 appears to refer to its assertion that an alternative accommodation, i.e. that a cat instead of a dog would have been sufficient to meet Mr. Zhan’s needs, as evidence that needs to be disproven for Mr. Zhan to be entitled to keep his dog. It is not. Opinions, assertions and arguments are not evidence. MTCC 993 is in possession of evidence, in the form of a doctor’s note (and has been for some time), that is credible and states that Mr. Zhan’s dog is, as stated earlier, a “warranted and indicated” treatment. To now suggest that, despite that note, Mr. Zhan must ‘prove’ that MTCC 993’s opinion of what would meet his needs (i.e. a cat) is not true, runs contrary to the principles of accommodation.
- [33] In conclusion, I find that Mr. Zhan does have a disability as defined by the Code, and that his dog is the required accommodation as recommended by his physician. I further conclude that there is no evidence before me to suggest that allowing Mr. Zhan’s dog to remain would cause any undue hardship to MTCC 993. For these reasons, Mr. Zhan is entitled to keep his dog in his unit as an accommodation under the Code.
- [34] MTCC 993 asked that if I was to find Mr. Zhan is entitled to keep his dog as an accommodation under the Code, that I also make an order allowing MTCC 993 to impose nine separate conditions on Mr. Zhan and his dog. MTCC 993 asserts these conditions are required to balance the needs of the community, which is a ‘no-pet’ community, with Mr. Zhan’s need for accommodation and are within a range of reasonable outcomes.
- [35] As noted earlier in this decision, while both parties have exchanged letters and emails regarding Mr. Zhan’s request and need for accommodation there has been no meaningful discussion between the parties about the request for accommodation. Such discussions would typically allow the parties to explore

together any need for conditions to be placed on the accommodation. In absence of such discussion, I must now make a decision on the conditions as requested by MTCC 993 but note that Mr. Zhan was given the opportunity as part of this hearing process to submit his response to the proposed conditions and he did not do so. Having reviewed the list and the rationale (where provided) for the various requests, I find the following conditions to be within a range of reasonable outcomes and will order the following:

1. Mr. Zhan will notify the board, in writing, if/when he no longer requires the dog to treat his disability-related needs and, contemporaneously, he will remove the dog from the premises.
2. When in the common areas, Mr. Zhan's dog must be either crated, carried or placed on a leash.

[36] I find that there has not been sufficient rationale provided for the need for several of the other requested conditions, some of which do not appear to align with the principles of accommodation, including the respect for dignity and integration and full participation as described in the OHRC Policy.⁴ In this case, some of the proposed conditions seem to create barriers to accommodation rather than address any real and verified need for these conditions. Thus, I decline to impose the following conditions:

1. That the accommodation be conditional and the need for the accommodation be affirmed annually by requiring Mr. Zhan to submit a letter each year from his treating physician confirming the continued need for accommodation.
2. That Mr. Zhan's dog be required to wear a service vest identifying it as an emotional support animal while present in the common areas.
3. That Mr. Zhan's dog must be registered with the city and have a chip/licence for identification purposes, and that Mr. Zhan must provide a copy of this licence to MTCC 993.
4. That Mr. Zhan provide proof that his dog has received all the necessary vaccinations.

⁴ See section 8.1 of the OHRC Policy. Online at: <https://www.ohrc.on.ca/en/policy-ableism-and-discrimination-based-disability/8-duty-accommodate>

5. That Mr. Zhan's dog is only permitted to be kept in the unit for the duration of time that the unit is Mr. Zhan's primary residence.

[37] Finally, I decline to make any order related to the conditions that seek to allow MTCC 993 to remove Mr. Zhan's dog if it is found to be dangerous or a nuisance, those that prohibit the dog from causing damage to the common elements, and/or those that require Mr. Zhan to pay for any damage to the common elements caused by his dog. I decline to make these orders not because I believe they are unreasonable, but because such orders are not necessary as both MTCC 993's governing documents and the *Condominium Act, 1998* (the "Act") already provide provisions to address such situations and MTCC 993 can seek to enforce those provisions if needed.

Has Mr. Zhan failed to comply with the Pet Provisions in MTCC 993's governing documents?

[38] While I have found that Mr. Zhan is entitled to an accommodation that allows him to keep his dog in his unit, I accept the evidence before me that Mr. Zhan has, at least for a temporary period, brought a second dog – that is not covered under his request for an accommodation – onto condominium property and housed that dog in his unit. I find that in this regard Mr. Zhan breached MTCC 993's Pet Provisions. The evidence before me indicates that Mr. Zhan understood no pets (including dogs) were allowed to be kept in the unit or brought onto the property, and while Mr. Zhan may have been believed he was entitled to an accommodation for his own dog, this does not explain why Mr. Zhan thought he was entitled to bring a second dog onto the property in breach of the Pet Provisions. Thus, I find that Mr. Zhan did not comply with MTCC 993's Pet Provisions regarding the second dog, and I will order him to refrain from bringing any animal onto the condominium property or into his unit aside from his current dog which has been allowed as an accommodation. I need not make any order to remove the second dog since, as per MTCC 993's submissions, the second dog has already been removed from the premises.

Issue No. 2: Is any party entitled to costs? If so, in what amount?

[39] MTCC 993 has requested costs in the amount of \$22,067.61 for legal costs, which they submit includes the cost of obtaining compliance and legal costs associated with this application. It further submits that Mr. Zhan's behavior during this application led to increased costs, and that it would be unfair for other unit owners to bear these costs.

- [40] The authority of the Tribunal to make orders for costs is set out in section 1.44 of the Act.
- [41] Section 1.44 (1) 4 of the Act states that the Tribunal may make “An order directing a party to the proceeding to pay the costs of another party to the proceeding.”
- [42] Section 1.44 (2) of the Act states that an order for costs “shall be determined in accordance with the rules of the Tribunal”.
- [43] The cost-related rules of the Tribunal’s Rules of Practice relevant to this case are:
- 48.1 If a Case is not resolved by Settlement Agreement or Consent Order and a CAT Member makes a final Decision, the unsuccessful Party will be required to pay the successful Party’s CAT fees unless the CAT member decides otherwise.
- ...
- 48.2 The CAT generally will not order one Party to reimburse another Party for legal fees or disbursements (“costs”) incurred in the course of the proceeding. However, where appropriate, the CAT may order a Party to pay to another Party all or part of their costs, including costs that were directly related to a Party’s behaviour that was unreasonable, undertaken for an improper purpose, or that caused a delay or additional expense.
- [44] The Tribunal’s Practice Direction: Approach to Ordering Costs provides guidance regarding the awarding of costs. Among the factors to be considered are whether a party’s or representative’s conduct was unreasonable, for an improper purpose, or caused a delay or expense; whether the case was filed in bad faith or for an improper purpose; the conduct of all parties and representatives; the potential impact an order for costs would have on the parties; the indemnification provisions in a corporation’s governing documents and whether the parties attempted to resolve the issues in dispute before the CAT case was filed.
- [45] As noted in the “Background” section of this decision (paragraph 14 to 21), at the outset of this proceeding, Mr. Zhan made several preliminary requests that he wished to have addressed by the Tribunal. To ensure his concerns were addressed, a case conference was arranged and scheduled several weeks out to accommodate Mr. Zhan’s request for more time to prepare. However, while MTCC 993 did attend the case conference, Mr. Zhan did not. MTCC 993 was required to attend and prepare for the conference. Additionally, while Mr. Zhan chose not to participate or present arguments or evidence in this hearing – despite clearly being able to access, navigate and participate in the proceeding –, he

chose to file a new application about the same issues already being addressed in this case. As such, the proceeding was delayed further as the Tribunal considered a motion to merge. MTCC 993 bore increased expenses to respond to this motion. The case was then further delayed as, after the merging of the case, Mr. Zhan was provided additional time to comment on any additional issues he wished to be addressed – an opportunity he did not take.

[46] I find that Mr. Zhan's conduct did lead to delay in the proceeding and resulted in MTCC 993 having to incur additional costs, and I find it appropriate that Mr. Zhan should bear some of these costs. However, beyond these delays and additional expenses, the proceeding was streamlined and uncomplicated, and due to Mr. Zhan's limited participation, MTCC 993 did not have to provide reply submissions or conduct cross-examination, presumably lessening the costs of participating in the proceeding. Additionally, MTCC 993 was only partially successful in its claims.

[47] Costs awards are discretionary, and, in this case, I find a cost award of \$3,000 is appropriate as there were costs incurred because of Mr. Zhan's behaviour during the hearing. I will order Mr. Zhan to pay MTCC 993 costs in the amount of \$3,000, under section 1.44 (1) 4 of the Act. I do not find MTCC 993 is entitled to its Tribunal fees, as it was only partially successful in its claims.

D. ORDER

[48] The Tribunal Orders that:

1. Under section 1.44 (1) 2 of the Act:
 - a. MTCC 993 shall permit Mr. Zhan's dog to reside in his unit, so long as he requires accommodation.
 - b. Mr. Zhan will notify the Board of Directors, in writing, if/when he no longer requires the dog to treat his disability-related needs and, contemporaneously, he will remove the dog from the premises.
 - c. When in the common areas, Mr. Zhan's dog must be either crated, carried or placed on a leash.
2. Under section 1.44 (4) of the Act:
 - a. Mr. Zhan will pay MTCC 993 costs in the amount of \$3,000.

Nicole Aylwin
Member, Condominium Authority Tribunal

Released on: September 23, 2024