

CITATION: Ramos v. York Condominium Corp. No. 25, 2024 ONSC 6196
COURT FILE NO.: CV-21-00658137-0000
DATE: 20241125

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: MARIA RAMOS, Applicant

AND:

YORK CONDOMINIUM CORPORATION NO. 25, Respondent

BEFORE: Akazaki, J.

COUNSEL: Shawn Pulver and Breanna Needham, for the Applicant

Megan Mackey, for the Respondent

Evan Rankin, for the Court-Appointed Inspector, Eagle Audit Advantage Inc.

HEARD: October 3, 2024

REASONS FOR DECISION
(REVISED DECEMBER 3, 2024)

OVERVIEW

- [1] In a consent order dated January 7, 2022, the court appointed Eagle Audit as the inspector of York Condominium Corporation No. 25, pursuant to s. 130 of the *Condominium Act, 1998*, S.O. 1998, c. 19. Eagle Audit’s mandate required it to investigate York Condo’s records pertaining to the board election at the June 2021 Annual General Meeting.
- [2] The hearing of this application concluded a lawsuit contesting the 2021 election for four open seats on York Condo’s board of directors at the AGM chaired by the building manager, Bert Berger. Mr. Berger was an employee of a third-party agency under contract to run the condo’s daily operations. After the meeting, Mr. Berger announced the re-election of four incumbent directors. The inspector’s review of the ballots and interviews of Mr. Berger concluded that the true vote had been the exact opposite – that the owners voted in four challengers and did not re-elect the incumbents.
- [3] Despite its consent to the auditors’ appointment, York Condo questioned the point of the in-depth and costly investigation. It replaced Mr. Berger, after he lost his condominium management licence for unrelated reasons. The 2022 election proceeded without incident, and in 2023 the owners passed a resolution ratifying the 2021 result despite the inspector’s conclusion that Mr. Berger had subverted the election in the incumbents’ favour. The current manager’s evidence was that the 2021 AGM “was so long ago it is irrelevant.”

York Condo tried to turn the tables on Ms. Ramos and submitted that in 2021 she had failed to get “her friends on the board” to avert compliance with a 2019 court order to restore doorways she had installed in three of her units.

- [4] York Condo’s position that the result of the 2021 AGM no longer matters and its collateral attack on the applicant’s motives for having sought the inspector’s appointment together demonstrate a profound apathy about the legal and social importance of trusted officials counting votes. Even Timothy Duggan, York Condo’s rebuttal inspector, assailed Mr. Berger’s role in the failed election: “Mr. Berger’s comments to the Inspector during his various interviews suggest that he was of the view that the result of the vote at the 2021 AGM was obvious, and that there was no need to conduct a detailed count.”
- [5] Section 130 is the introductory enactment in Part IX of the *Act*, setting out the various mechanisms for enforcement of condominium governance. The appointment of an inspector need not lead to other measures. The pursuit of truth and transparency lies at the heart of any community institution. The importance of this pursuit therefore defines the dispute before the court.
- [6] Maria Ramos seeks a declaration confirming the inspector’s report that the AGM was improperly conducted and an order directing York Condo to pay the inspector’s fees. Eagle Audit has also brought a motion asking the court to approve the reports and require York Condo or Ms. Ramos to pay its auditing fees.
- [7] York Condo accepts liability for only a fraction of Eagle Audit’s invoices and asks for an order that Ms. Ramos pay the balance of any fees allowed. Included in this position is the contention that Eagle Audit’s fees were exorbitant and should be reduced to be in line with the fees of the rebuttal auditor it hired. It also submitted that the cost of preparing supplementary reports extended beyond the mandate of the court appointment. Ultimately, York Condo’s resistance to paying Eagle Audit is rooted in a firm belief that the investigation was pointless and tied to Ms. Ramos’ agenda.
- [8] In reaching the conclusion that York Condo is responsible for paying the entire amount invoiced by Eagle Audit, I will examine the importance and extent of the inspector’s mandate in relation to the amount charged.
- [9] With regard to the requests for declarations adopting the inspector’s findings, I will decline to make a declaration. I agree somewhat reluctantly with York Condo’s submission that declaring the 2021 vote fraudulent is of no practical impact on the corporation’s current governance. Instead, the conclusions regarding the necessity and value of Eagle Audit’s work, as well as the financial impact on the unit owners’ common elements accounts, should serve as a deterrent against future abuses of the electoral process. For condominiums in Ontario to function, their boards must follow the rules. To hold otherwise would allow corruption to spread unchecked in a significant form of residential living.

ISSUE 1: Payment of the Inspector's Fees

- [10] The origin of the whole controversy appears to be Ms. Ramos' modifications to common elements of her three units. York Condo's position is that she "illegally converted" at least two of the three units into rooming houses. The order of Dow J. of August 21, 2019, did not reach that conclusion. Rather, it was a consent order requiring the removal of doorways. York Condo contended that Ms. Ramos had not progressed the work beyond obtaining building permits. In her September 3, 2024, case conference endorsement, Akbarali J. properly identified the course of the remedial work and the responsibility for Eagle Audit's invoices as two distinct issues.
- [11] Given that Ms. Ramos had consented to the 2019 compliance order allowing the corporation to perform the work at her expense if she failed to complete it, any validity to York Condo's attack on the *bona fides* of Ms. Ramos proceedings to appoint an inspector of the 2021 AGM must be of limited relevance. If delay or forbearance by a condo board with a majority of her allies had been her aim, she was within her rights as a unit owner to promote the allies' election. Indeed, such a board could very well have applied to the court to rescind the consent order. York Condo sought to colour the issues with allegations of Ms. Ramos' illegal use of the property, but the part of the dispute before me entailed responsibility to pay the invoices. The integrity of the election concerned a process in which Ms. Ramos was fully within her rights to recruit candidates from the pool of unit owners.
- [12] By happenstance, the cost of the remedial work and the disputed cost of the inspector's invoices are roughly equivalent. The remedial work is estimated in the range of \$160,000 to \$170,000. The inspector's fees amounted to \$166,044.98, of which York Condo agreed to pay \$20,000.00. (York Condo conceded liability to pay the inspector's legal expenses of \$26,263.81.)
- [13] Determining whether York Condo should pay the fees requires consideration of three points: (a) the investigation and York Condo's rebuttal, (b) York Condo's appointment of an 'independent chair' and resolution to nullify the investigation findings, and (c) the amount of the fees.

(a) The Inspector's Investigation and York Condo's Rebuttal

- [14] The inspector at Eagle Audit in charge of the investigation of York Condo's handling of the 2021 AGM was Judy Sue, a Chartered Professional Accountant, Certified General Accountant, and Certified Fraud Examiner. In 2020, she was appointed to the board of directors of the Condominium Authority of Ontario.
- [15] After her appointment by Black J., Eagle Audit took possession of the 2021 AGM records. Ms. Sue observed anomalies and omissions. Not only did these impede the auditing

workflow, but they were also “red flags for the possibility of deeper problems.” Among them, 87 out of 90 paper proxy forms were marked in favour of the same 4 candidates, a result that appeared “improbably one-sided for a condominium corporation with 252 voting units and 8 nominated candidates.” The electronic voting system also listed a ninth candidate whose name did not appear on scrutineers’ tallies. The task of reviewing ostensibly regular documentation tainted by red flags prompted a more intensive review on a page-by-page basis.

- [16] The investigation turned from the paper review to interviews with Mr. Berger. Initially, he was absent when Ms. Sue and her colleagues attended. However, they used the opportunity to review electronic files and a video replay of the AGM. A key revelation from this video was the presence of lawyers acting for two owners whose proxy forms had been rejected by management. The sealed envelope provided by York Condo did not contain any such forms bearing the names of those owners.
- [17] The inspector eventually sat down with Mr. Berger and interviewed him twice, with each session lasting two hours. Ms. Sue concluded that Mr. Berger was responsible for the vote count anomalies and the exclusion of dozens of valid proxy forms with votes cast in favour of challenging candidates.
- [18] After combing through the data tainted by Mr. Berger’s methods, Eagle Audit concluded that the 2021 election of the board of directors was the reverse of the result announced by Mr. Berger in an email after the meeting. In other words, Ms. Ramos’ supporters had been elected.
- [19] Eagle Audit’s cost of the report from this investigation was \$103,277.76. It consisted of \$20,021.62 attributed to ordinary AGM due diligence, and \$83,256.14 “consequential to YCC 25’s conduct.”
- [20] The release of Eagle Audit’s report evidently caused a stir in the owners’ community, as well as a response from the board of directors.

(b) The Appointment of an ‘Independent Chair’

- [21] In the run-up to the 2023 AGM, York Condo hired Michael Clifton, a vice chair of the Ontario Condominium Authority Tribunal, to chair the meeting. As a measure to diffuse the “turmoil at previous meetings,” as York Condo’s factum described the situation, the independent chair proposed a resolution to accept the results of the 2021 AGM, including the election of the board of directors. In sum, the proposed response to the tabling of the Eagle Audit report was to take aim at the court-appointed inspector’s findings and to pretend Mr. Berger had done no wrong.
- [22] Eagle Audit obtained a copy of the meeting package and produced a supplementary report accusing the independent chair of disseminating false and misleading information through the proposed resolution. This report was over five pages long and cost \$11,670.08 to

prepare. York Condo's position is that this report was outside the mandate of its appointment.

- [23] York Condo then served the report of its own expert, Mr. Duggan, which in turn prompted Eagle Audit to prepare a reply report. In order to stem the battle of experts, Dow J. ordered on December 11, 2023, that the reply report of Eagle Audit be its final mandated report. York Condo considered Eagle Audit to have been appointed by Ms. Ramos and not by the court under s. 130. However, Eagle Audit did not appear ever to suffer such a misapprehension. Ms. Sue clearly saw her duty to the court to report on the subversion of a legally constituted AGM. When the York Condo 'independent chair' and the current board sought effectively to obviate the purpose of the s. 130 inspection, she was right to report on this development. When Mr. Duggan cast doubt on Eagle Audit's conclusions regarding the actual vote count, it was not outside the inspector's court-ordered mandate to defend the results of the investigation.
- [24] Mr. Duggan's qualification for this task was that he is a partner at a law firm advising and representing condominium corporations and unit owners. He has chaired more than 100 unit owner meetings. Mr. Duggan cast doubt on Eagle Audit's conclusion that the election results were reversed. However, he also opined that the Inspector's concerns regarding Mr. Berger's conduct of the election "appear to be largely well-founded."
- [25] Mr. Duggan's demurral regarding the inspector's conclusion of the election outcome was based mainly on discretionary and conceptual issues. My impression is that between the fraud examiner's expertise and the lawyer's, I would favour the fraud examiner. Ms. Sue rightly pointed out that Mr. Duggan admittedly did not perform a full review of the documentation. Given my decision regarding the declaratory relief, I need not decide the relative validity of the two experts' opinions regarding the outcome of the 2021 AGM election. The only conclusion I can reach comfortably is the consensus opinion that Mr. Berger's misconduct made the result wholly unreliable.
- [26] In para. 70 of its factum, York Condo submitted that "the appointment of the Inspector was completely useless," because the unit owners "affirmed the results of the election the applicant complains about at a subsequent annual general meeting of owners." In para. 71, York Condo submitted that Maria Ramos "installed" Eagle Audit, and that Ms. Sue was "clearly biased." It then stated:
- Maria Ramos took the risk of being responsible for the Inspector's fees as part of her bid to change the board and avoid the consequences of her decision to illegally convert her condominium units into rooming houses. Her strategy was not successful. Maria Ramos should bear the repercussions of her actions and pay the Inspector's costs.
- [27] As a matter of corporate governance, I accept the concept that a corporate general meeting can pass a resolution ratifying the decisions of a board of directors since the previous AGM. The court's role in this application is not to determine the actual or legal outcome of the 2021 election. York Condo's allegation of bias against the court-appointed inspector is

strange. There is no support in the Duggan report for it. York Condo appears to have relied on the opinion of the ‘independent chair’ appointed by its board to discredit the Eagle Audit report. The next conclusion, that Eagle Audit was a hired gun as part of Ms. Ramos’ strategy to avoid compliance with the consent order for restoration of the common elements of her units, reveals a blindness to the fact that its building manager had undermined the owners’ right to participate in the governance of the condominium.

(c) Quantum

[28] Eagle Audit charged fees on a time and hourly rate basis. Its motion record included evidence of its time sheets, calendar entries, and other supports for the charges. Instead of filing objections to these entries or pointing out how the services were not performed or took long to complete, York Condo’s response to the number of hours spent was essentially that the audit was too thorough. In its factum, York Condo submitted that “Eagle Audit conducted itself as though it were performing a criminal investigation.” Implicit in this assessment remains York Condo’s understatement of the seriousness of Mr. Berger’s conduct. York Condo opposed to being investigated and contended it was a ploy by Ms. Ramos to divert attention from the lack of progress in the restoration of her units. The following paragraph from the affidavit of its current property manager, Shawn Machado, brought these themes together:

The concerns with the 2021 election are no longer relevant due to the passage of time. We are left with the \$190,000 invoice for a report on whether the 2021 AGM was fair. The fees are excessive and the report is useless. The report was never used for any purpose whatsoever. I have no idea why Maria Ramos insisted on having that report prepared. It does not seem fair that the condominium corporation should be required to pay for a useless report it did not want.

[29] This commentary is evidence of York Condo’s view of the situation, but not of the reasonableness of the fees. It certainly does not assist the court in the review of the inspector’s accounts. On its face, it runs contrary to its acceptance under s. 130(2) of the *Act* of the *bona fides* of the consent order for appointment. I also observe that the “\$190,000” is a round number for the entire amount invoiced, \$192,308.79, consisting of inspector’s fees of \$166,044.98 and the inspector’s legal expenses, amounting to \$26,263.81. The concession of \$20,000 toward the inspector’s fees appears to have been based on the characterization of \$20,021.62 as ordinary audit expenses before the examination of Mr. Berger’s conduct.

[30] I agree with York Condo’s submission that the court has inherent jurisdiction to review the activities of court-appointed officers: *Leslie & Irene Dube Foundation Inc. v. P218 Enterprises Ltd.*, 2014 BCSC 1855, at para. 54. Both counsel advised the court that there is no reported precedent for the assessment of the cost of a s. 130 inspector. They each cited the fees of court-appointed functionaries such as receivers and monitors in insolvency

proceedings, such as in the *Leslie* case or in *TNG Acquisition Inc. (Re)*, 2014 ONSC 2754, at para. 13.

- [31] In addition to the ordinary factors regarding the proportionality and prudence of professional services and hourly rates commensurate with experience and expertise, the insolvency cases rely heavily on the commercial reasonableness of the services. For example, it cannot be in the interest of the creditors of an insolvent estate for the fees to erode the amount available for distribution beyond the cost of detailed work. At the end of the day, creditors and debtors only care about the amount of the liabilities and residue to be distributed. Receivers and monitors' mandates entail economic practicalities.
- [32] In contrast to such court-appointed service providers in insolvency cases, a s. 130 inspector's role is investigation and audit. Indeed, where warranted the order for appointment can clothe the inspector with the statutory powers of a public inquiry: s. 130(3). That power was not invoked here. However, the language of s. 130 contemplates a serious inquisitorial function to examine a condominium's affairs. Depending on the nature of the investigation and the result, the findings can lead to court enforcement under s. 134. Although not limitless and subject to the seriousness of the infractions under investigation, a s. 130 investigation cannot be ruled by commercial expedience or by the resistance of the party under investigation. In a s. 130 appointment of an inspector, the investigation and uncovering of facts have intrinsic value.
- [33] A condominium is a community. Property rights are obviously top of mind among the owners. However, the management of the condominium corporation extends beyond unit owners' use of their units but extends to such matters as common elements and the imposition of common expenses, security, and promotion of social interaction. As in any community financially dependent on levies, the board and the manager owe fiduciary duties to the corporation and its membership. The board has a responsibility to all owners, including Ms. Ramos and her supporters who put themselves forward. The rigging of an election discourages participation and degrades the health of the community.
- [34] Mr. Berger's motive in electing the incumbents without having counted votes was not clear from the evidence. The absence or uncertainty of such motive does not detract from the fact that he violated the rules by which the community elected its leadership. His conduct need not be criminal to justify a serious investigation. The motive could have been as simple as choosing not to have to work with new people. On the record before me, especially the evidence of David Mendel, Mr. Berger would have opposed the election of four allies of Ms. Ramos.
- [35] Mr. Mendel's evidence outlined the reasons for York Condo's contention that the candidates favoured by Ms. Ramos would have put the board in conflict with its duty to enforce the 2019 compliance order against her. There certainly was a strong theme of the ends justifying the means in the evidence adduced by York Condo. While this may have been a valid reason for Mr. Berger to favour the incumbents, it did not justify their re-election without a proper count. The evidence of both Ms. Sue and Mr. Duggan demonstrated that, whatever Mr. Berger's motives, Mr. Berger as chair of the AGM did

not perform a full and impartial count of the votes and left a trail of unreliable allowed and disallowed proxies, as well as those that were simply omitted.

- [36] Against this backdrop, any reasonable observer would sense York Condo and Mr. Berger's hostility to being investigated. By placing themselves in an adverse position to the mandate of the court-appointed inspector, they justified the steps taken by Ms. Sue and her team in having to approach the investigation in a methodical and forensic fashion. If it took four hours for the inspector to interview Mr. Berger over the counting of votes from a meeting of 252 attendees and proxies, it would have been negligence on the part of the investigators to start the interviews without having first studied the data.
- [37] My review of the timesheets, the scope and purpose of the inspector's reports, and the seriousness of Mr. Berger's misconduct in the handling of the election, that the auditing and investigation fees are generally in line with specialized professional services for the examination of issues of the kind that faced the owners in 2021. The state in which Mr. Berger left the records from the AGM were such that close analysis of the voting documents entailed work not unlike the efforts of auditors who testify in court on commercial, institutional, and family division disputes. There being no cogent evidence questioning the inspector's fees, the court can only examine the materials and exercise its discretion to approve the amounts charged. The amounts charged are not out of the ordinary for the type of specialized audit work involved in this case.
- [38] With all due respect to Mr. Machado, the consensus findings regarding Mr. Berger's handling of the AGM must be a wake-up call for the corporation. The attempt to avoid the deprivation of owners' property and democratic rights by retrospectively ratifying the tainted vote invites suspicion that York Condo requires a significant culture shift in its approach to governance. Condominium corporations are not wholly private entities, in that they are statutory governments of a community of co-owners. The attempt to divert liability for payment to Ms. Ramos runs counter to the basic fact that it was York Condo's manager who, either intentionally or incompetently, failed to count the votes in an election with a maximum of 252 votes. Since that manager was an independent contractor, York Condo can seek its remedies elsewhere but not against Mr. Ramos. Whatever animates York Condo's opposition to Ms. Ramos' use of her units, including the suspected unlawful operation of a rooming-house, those issues should not affect the assessment of the inspector's work and the value of the professional services engaged to complete it. Mr. Berger's conduct and York Condo's refusal to take its governance seriously were the direct causes of the inspection and the significant costs of conducting it.
- [39] I therefore hold that York Condo is liable to pay Eagle Audit the full invoiced amount of \$192,308.79. Because of the operation of the condominium, Ms. Ramos will end up paying her proportionate share as a common expense.

ISSUE 2: Should the court grant a declaration adopting the inspector's findings?

- [40] Maria Ramos originally brought her application to obtain a reversal of the 2021 board election results regarding the four incumbents and challengers. As between Eagle Audit and Mr. Duggan’s diverging opinions on this subject, the main difference was that Mr. Duggan applied a “permissive and subjective standard” (Ms. Sue’s words) to the evaluation of proxy forms to qualify or disqualify the votes. Mr. Duggan’s evidence did not support a finding that the 2021 board election reflected the correct vote count, because he did not scrutinize all the voting forms.
- [41] Section 52 of the *Act* permits votes at owner meetings to be cast by a show of hands or by ballot, in either case by the owner personally or through a proxy. It does not specify formal requirements for the acceptance or rejection of votes. It is ultimately difficult to resolve the difference opinion because it was not framed as a true difference of opinion. If it were a criminal case, defence counsel could have proffered Mr. Duggan’s opinion to establish reasonable doubt. On the civil standard, the likely result on a balance of probabilities would be that the Eagle Audit conclusion should be accepted because York Condo’s expert failed to rebut it. It is hard to determine across the board whether Mr. Duggan’s approach to ballot acceptance is preferable to Ms. Sue’s. Each potentially defective ballot form must be evaluated on its unique characteristics. This Mr. Duggan did not do.
- [42] The likelihood of Eagle Audit’s conclusion regarding the election does not necessarily dispose of the issue. On a documents-based application, the court is not compelled to decide in a party’s favour if the divergence in the evidence appears to be the lack of completeness of one side. I appreciate that Ms. Ramos articulated a clear case which York Condo failed to meet. Rule 38.10 allows the court to grant the relief or direct that the issue proceed to trial. I also disagree with York Condo’s submission that the court lacks jurisdiction to overturn the 2021 election because of the 2023 ratification. The jurisdiction under s. 134 would be toothless if the court were limited to finding non-compliance and not order a party to remedy it. What tips the scale against granting the relief are the uncertain utility of a declaration and the fact that neither side were asking for a trial.
- [43] A party seeking a declaration must establish that the court has jurisdiction to hear the issue, that the question is real and not theoretical, and the party has a genuine interest in its resolution. A further restriction on the court’s jurisdiction is that the declaratory power must have practical utility in resolving a ‘live controversy’: *Daniels v. Canada (Indian Affairs and Northern Development)*, 2016 SCC 12, [2016] 1 SCR 99, at para. 11.
- [44] Eagle Audit did not seek declaratory relief. It sought approval of its reports and payment of its fees and expenses. Approval in this context does not apply the court’s agreement with the findings, because the adjudicative process does not entail the consideration of the reports as part of judicial fact-finding. The use to be made of the report governs what court approval entails: *Target Canada Co. (Re)*, 2015 ONSC 7574, at paras 17-26. In the procedural context of Eagle Audit’s motion, it seeks court approval essentially for the purpose of getting paid for the work. The utility of the reports to the other parties lies in the shining of a light on the 2021 AGM. Whether incompetence, bias, or corruption was behind the mishandling of the election, York Condo should not avert its eyes from what

the light showed. Ms. Ramos and the losing challengers can obtain some vindication that their rights as owners were violated.

- [45] I therefore decline to declare the 2021 AGM invalid, but I do approve the Eagle Audit reports as reflecting the good faith efforts of Ms. Sue and her team in getting to the bottom of the defective election and as warranting an order that York Condo pay the invoices in full. The procedural dispositions are that the application, at least what remained of it, is hereby dismissed; and the motion by Eagle Audit is granted in full.

COSTS

- [46] Although I declined to issue a declaration reversing the 2021 election result, Ms. Ramos' application resulted ultimately in a consensus between the experts that the vote had not been properly counted. Procedurally, the application should be dismissed, but the condominium community has benefited from Ms. Ramos' intervention. I need not resort to subrule 57.01(2) to award costs against York Condo, because the dismissal of the application does not reflect the overall outcome of the case now that it is over.
- [47] York Condo's refusal to pay the inspector's fees also exposed Ms. Ramos to the possibility of the court ordering her to pay them. York Condo kept pressing the extraneous issue and insisted that she pay the inspector's fees, even though it had consented to the order appointing the inspector.
- [48] In exercising the court's discretion to award costs under s. 131 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, rule 57.01 allows the court to consider several enumerated factors. The overriding principle, however, is reasonableness, especially regarding the objective of access to justice and the parties' expectations: *Apotex Inc. v. Eli Lilly Canada Inc.*, 2022 ONCA 587, at para. 62, and *Boucher v. Public Accountants Council for the Province of Ontario*, 2004 CanLII 14579 (ON CA), at para 37. What is fair and reasonable in the application of the rule 57.01 factors is inevitably fact specific.
- [49] I award Maria Ramos her costs of the application on a substantial indemnity scale, in the amount of \$75,000.00. After the consent appointment of the inspector by Black J., York Condo should have treated the ensuing process in a non-adversarial fashion. Instead, much of the evidence and submissions opposing the approval of the inspector's work, fashioned to set up a request that Ms. Ramos pay for the investigation, risked at times to resemble litigation with the court itself. That said, the demand of \$96,283.97 on a \$106,982.19 legal expense appears too close to full indemnity costs. The court must not allow the label of one scale to amount to the granting of costs on another: *Boucher*, at para. 36. The amount of \$75,000.00 is also more in line with the legal expenses of York Condo.
- [50] I award Eagle Audit its full costs, inclusive of fees, taxes and disbursements of \$37,151.82, payable by York Condo. A court-appointed expert should not be required to litigate for the payment of its fees, especially where York Condo consented to the appointment. Had the issue been limited to assessing the amount of the fees, the case would have been much

more restricted. As I indicated earlier, York Condo did not provide cogent evidence or submissions directed at the timekeepers' recorded time. Instead, it chose to attack the utility of the work as connected to a plan by Ms. Ramos to get out of her obligations under the 2019 compliance order. York Condo remains at liberty to litigate what may be left of that issue with Ms. Ramos. Eagle Audit should not be made to pay for York Condo's attempt to entangle the inspector in that separate issue.

CONCLUSION

[51] I therefore dispose of the application and the motion thus:

1. The application is dismissed, with costs payable by the respondent York Condo to the applicant Maria Ramos in the amount of \$75,000.
2. The motion by the inspector Eagle Audit is granted. Its reports as filed are approved for payment of its invoices in full, in the total amount of \$192,308.79. York Condo is also required to pay Eagle Audit its costs in the amount of \$37,151.82.

Akazaki, J.

Date: November 25, 2024, and revised December 3, 2024.