

AMENDED AND RESTATED

**ADMINISTRATIVE AGREEMENT
BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE
MINISTER OF GOVERNMENT AND CONSUMER SERVICES**

- AND -

**CONDOMINIUM AUTHORITY OF ONTARIO,
A NOT-FOR-PROFIT CORPORATION, WITHOUT SHARE CAPITAL
INCORPORATED UNDER THE LAWS OF ONTARIO**

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Recitals

WHEREAS the Minister and the Condominium Authority are required to enter into an administrative agreement pursuant to the Act;

AND WHEREAS the Minister is accountable to the people of Ontario as a member of the Legislative Assembly and to the Legislative Assembly as a Minister of the Crown in right of Ontario;

AND WHEREAS the Condominium Authority is accountable to the Minister and the government for fulfilling its Statutory Mandate;

AND WHEREAS the Condominium Authority is responsible for managing and overseeing the operations of the Tribunal, in accordance with a memorandum of understanding between the Condominium Authority and the Tribunal Chair;

AND WHEREAS the Condominium Authority provides valuable information to the government regarding the operational effectiveness of the Act and that both parties acting in the public interest are dependent on a collaborative relationship;

AND WHEREAS the Minister and the Condominium Authority recognize the benefit of maintaining a strong collaborative relationship and the importance of resolving any disagreements as amicably and expeditiously as possible;

AND WHEREAS the Condominium Authority is not a Crown agent, is self-funded, and is not self-regulating;

AND WHEREAS the Minister is responsible for recommending legislative and regulatory changes to the Lieutenant Governor in Council;

AND WHEREAS the Minister and the Condominium Authority intend to exercise their powers and duties under the Act in such a manner as to protect the public interest and carry out and perform this Agreement in a manner consistent with the objective of ensuring a fair, safe and informed marketplace that supports a competitive economy;

NOW THEREFORE in consideration of the promises and the mutual covenants contained in this Agreement and subject to the terms and conditions hereof, the parties hereby enter into this administrative agreement.

1. Definitions and Interpretation

- (1) In this Agreement, the following terms have the following meanings:
- (a) “**Act**” means the *Condominium Act, 1998*, and the regulations under that Act;
 - (b) “**Agreement**” means this administrative agreement, all attached schedules and any agreement or schedule in writing supplementing or amending this administrative agreement or any of its schedules;
 - (c) “**Board**” means the Board of Directors of the Condominium Authority;
 - (d) “**Condominium Authority**” means the Condominium Authority of Ontario as designated under the Act;
 - (e) “**Chair**” means the Chair of the Board of Directors of the Condominium Authority;
 - (f) “**Crown**” means Her Majesty the Queen in Right of the Province of Ontario;
 - (g) “**Delegated Provisions**” means the provisions of the Act specified by the Lieutenant Governor in Council in regulation, attached as Schedule “A”, and of which the administration is delegated to the Condominium Authority in accordance with the Act;
 - (h) “**Deputy Registrar**” means a deputy Registrar appointed by the Board pursuant to subsection 9.1(1) of the Act;
 - (i) “**Minister**” means the Minister responsible for the administration of the Act by Order in Council of the Lieutenant Governor acting for and on behalf of the Crown;
 - (j) “**Ministry**” means the ministry of the Minister;
 - (k) “**Non-Statutory Business**” means other activities carried out in accordance with the Condominium Authority’s objects or purposes that are outside of its Statutory Mandate;
 - (l) “**Registrar**” means the Condominium Registrar appointed by the Board pursuant to subsection 9.1(1) of the Act;
 - (m) “**Statutory Mandate**” means the exercise of the authority delegated to the Condominium Authority pursuant to the Act, which is comprised of
 - (i) Part I.2 of the Act; and
 - (ii) the Delegated Provisions

but does not include Non-Statutory Business ventures;

- (n) **“Tribunal”** means the Condominium Authority Tribunal as established under subsection 1.32(1) of the Act;
 - (o) **“Tribunal Chair”** means the Chair of the Tribunal appointed by the Condominium Authority from among the Tribunal Members pursuant to subsection 1.33(1) of the Act;
 - (p) **“Tribunal Vice-Chair”** means the Vice-Chair of the Tribunal appointed by the Condominium Authority from among the Tribunal Members pursuant to subsection 1.33(1) of the Act; and
 - (q) **“Tribunal Member”** means an individual appointed to the Tribunal by the Condominium Authority pursuant to subsection 1.32(2) of the Act.
- (2) In this Agreement, for purposes of interpretation:
- (a) Words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
 - (b) The word “including” or “includes” shall mean “including (or includes) without limitation”;
 - (c) Any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided;
 - (d) The division of this Agreement into separate sections and subsections, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and
 - (e) This Agreement should be read together with the Act. This Agreement does not affect, modify or limit the powers of the Act or the Condominium Authority as set out in the Act, or interfere with responsibilities of any of its parties as established by law.

2. Purpose of the Agreement

This Agreement between the Minister and the Condominium Authority:

- (1) Clarifies the roles, duties and responsibilities of the Minister and the Condominium Authority in relation to the Condominium Authority’s administration of the Delegated Provisions, the Condominium Authority’s powers and duties under the Act, and the administrative matters as set out under the Act; and

- (2) Clarifies the administrative, financial, auditing, accountability, legislative and regulatory development, and working and reporting relationships between the parties.

3. Designations, Delegations and Assignment of Responsibility

- (1) The parties acknowledge that upon designation of the Condominium Authority by the Lieutenant Governor in Council, responsibility for the administration of the Delegated Provisions is delegated to the Condominium Authority. For greater clarity, a copy of the regulation designating the Condominium Authority is attached as Schedule “A” to this Agreement. If the regulation designating the Condominium Authority is amended, the Ministry will provide a copy of the amended regulation to the Condominium Authority, which shall be deemed to replace Schedule “A” to this Agreement.
- (2) The parties acknowledge that upon designation of the Condominium Authority by the Lieutenant Governor in Council, the Tribunal is established in accordance with subsection 1.32(1) of the Act.
- (3) Upon designation, the Condominium Authority assumes responsibility for the administration of all the Delegated Provisions and the management and oversight of the Tribunal’s operations.
- (4) The Statutory Mandate of the Condominium Authority is established by the Act.

4. Accountability Relationships

- (1) The Minister is accountable to the Legislative Assembly for the fulfilment of the Statutory Mandate by the Condominium Authority, and for reporting to the Legislative Assembly on the affairs of the Condominium Authority.
- (2) The Board is accountable to the Minister through the Chair, for the performance of the Condominium Authority, including the Condominium Authority’s management and oversight of the operations of the Tribunal.

5. Roles and Responsibilities of the Parties

5.1 The Minister

- (1) The Minister is responsible for the Condominium Authority’s fulfilment of its Statutory Mandate. The Act requires the Minister to report publicly on the Condominium Authority’s activities. For this purpose, the Minister requires timely access to information from the Condominium Authority as set out in the Information Sharing Protocol, attached as Schedule “B”.
- (2) The Minister is responsible for bringing forward proposed changes to the Act to the Lieutenant Governor in Council and the Legislative Assembly.

- (3) The Minister may engage the Condominium Authority:
 - throughout the policy development process,
 - in coordinating public and stakeholder communications regarding any proposed legislative, regulatory or policy changes, and
 - in the development of communication strategies for critical or on-going issues.
- (4) Subject to section 1.8 of the Act, the Minister may issue policy directions to the Condominium Authority under section 1.3 of the Act after giving to the Condominium Authority the notice that the Minister considers reasonable in the circumstances. The parties acknowledge that a policy direction issued to the Condominium Authority is deemed to form part of the Agreement and is binding on it.
- (5) The Minister may, where the Minister deems appropriate, delegate, make or assign to the Condominium Authority such additional authority, appointments or consents as are within the Minister's authority, if the Condominium Authority requires such additional authority, appointments, or consents to fulfill its Statutory Mandate.
- (6) The Minister may, where the Minister deems appropriate, assist the Condominium Authority in obtaining any additional authorities, appointments or consents which cannot be granted by the Minister.
- (7) The Minister may, where the Minister deems appropriate, assist the Condominium Authority in working with other ministries to facilitate agreements and relationships with the Condominium Authority.
- (8) The Minister shall not interfere with the independent exercise of the statutory functions fulfilled by the Registrar or Deputy Registrar, Tribunal Chair, Tribunal Vice-Chair or Tribunal Members, or other officials exercising statutory and regulatory duties.
- (9) The Minister shall make reasonable efforts to meet with the Chair from time to time.

5.2 The Condominium Authority

- (1) The Condominium Authority shall, in accordance with section 1.4 of the Act, administer the Delegated Provisions. It shall do so with the purpose of protecting the public interest and advancing the principle of ensuring a fair, safe and informed condominium community.
- (2) The Condominium Authority shall, in accordance with section 1.4 of the Act, manage and oversee the operations of the Tribunal. It shall do so with the purpose of ensuring the independence of the Tribunal and the Tribunal Members in rendering adjudicative decisions or in resolving disputes, consistent with the legislation, common law and principles of natural justice.

- (3) The Condominium Authority is responsible for ensuring that it has adequate resources, including financial resources, to comply with this Agreement, the Act, and other applicable law, and for acting in accordance with the business plan that it has provided to the Minister under clause 8(1)(a) of this Agreement.
- (4) The Condominium Authority is responsible for developing and maintaining corporate by-laws, and shall make such by-laws available for public inspection, including by posting on the Condominium Authority's website within 30 days after the by-laws are made by the Board.
- (5) The Condominium Authority is responsible for developing and maintaining an up-to-date written policies and procedures manual for each functional area of its business.
- (6) The Condominium Authority is responsible for developing, maintaining and making publicly available, including by posting on the Condominium Authority's website, up-to-date written procurement policies and procedures in keeping with the spirit of the most recent Broader Public Sector Procurement Directive to ensure that goods and services, including consulting services and information technology are acquired through a process that is fair, open and transparent.
- (7) The Condominium Authority is responsible for developing, maintaining and making publicly available, including by posting on the Condominium Authority's website, up-to-date written travel, meal and hospitality expenses policies and procedures in keeping with the spirit of the most recent Ontario Public Service Travel, Meal and Hospitality Expenses Directive in order to set out principles for the reimbursement of expenses to ensure fair and reasonable practices, and to provide a framework of accountability to guide the effective oversight of resources in the reimbursement of expenses.
- (8) The Condominium Authority is responsible for developing and maintaining appropriate performance measurements, governance, and financial management processes with sound internal controls to conduct the Condominium Authority's operations effectively and efficiently.
- (9) The Condominium Authority is responsible for developing, maintaining and making publicly available, including by posting on the Condominium Authority's website, up-to-date written policies and procedures for responding to and assisting in the resolution of complaints received by the Condominium Authority related to the fulfillment of its Statutory Mandate.
- (10) The Condominium Authority is responsible for providing the Minister with timely information in relation to any matter requested by the Minister and shall also provide the information identified in the Information Sharing Protocol attached as Schedule "B".

- (11) The Condominium Authority shall enter into a memorandum of understanding with the Tribunal Chair, as described under Schedule “C”, regarding the Condominium Authority’s management and oversight of the operations of the Tribunal which will be effective no later than the date on which section 1.36 of the Act comes into force. A copy of the signed memorandum of understanding shall be provided to the Minister and made publicly available, including by posting on the Condominium Authority’s website, within 30 days of execution.
- (12) When engaged by the Minister, in accordance with subsection 5.1(3), the Condominium Authority shall participate in:
 - the policy development process;
 - coordinating public and stakeholder communications regarding any proposed legislative, regulatory or policy changes, and
 - the development of communication strategies for critical or on-going issues.

6. Membership

The Condominium Authority shall provide the Minister with a copy of any by-laws, as amended from time to time, respecting both the qualifications and the terms and conditions of membership in the Condominium Authority.

7. Board and Statutory Appointments

7.1 Board Composition and Appointment of Board Members

- (1) If the Minister has not made an order under section 1.9 or 1.11 of the Act, the composition of the Board, the selection criteria, selection process and term of office of Board members, other than Ministerial appointees, shall be established by by-law with the approval of the membership. The Condominium Authority shall provide such by-laws to the Minister for review and approval prior to submitting them to the Board for final approval.
- (2) Regarding Ministerial appointees, the by-laws of the Condominium Authority may include provisions that reflect the content of section 1.10 of the Act for completeness.
- (3) The Condominium Authority shall obtain the Minister’s prior approval of any change in the by-laws respecting Board composition, the selection criteria, selection process and term of office of its Board members.
- (4) The by-laws of the Condominium Authority shall not grant to any person who is not a Board member, the right to notice of meetings of the Board or the right to attend meetings of the Board.
- (5) The Condominium Authority shall develop and maintain competency criteria

for the Board setting out the types of skills and competencies that are required on the Board, which shall be approved by the Minister and attached to this Agreement as Schedule “D”.

- (6) The Minister shall have regard to the competency criteria and selection criteria used by the Board when making appointments to the Board.
- (7) The Board recognizes that Board members appointed by the Minister in accordance with the Act may include representatives of the public, consumer groups, government organizations, condominium corporations, owners, those owners or occupiers who occupy units for residential purposes, or such other interests as the Minister determines.
- (8) The Minister shall endeavour to make appointments to the Board in a timely manner.
- (9) Board members appointed by the Minister shall be remunerated by the Condominium Authority in an amount and on a basis that is equivalent to all other Board members. If such a Board member is employed by the Crown, the Board member shall not receive any remuneration.

7.2 Information Required from the Board

- (1) The Board shall conduct a Board evaluation in accordance with best practices at least once every two years beginning one year after the date of designation. The evaluation may be facilitated by an independent third party. The results of the evaluation shall be summarized in a report, and a copy of the report shall be provided to the Chair. The Chair shall provide a copy of the report to the Minister upon request.
- (2) The Board shall adopt a binding code of conduct for the Board members to prevent the possibility of any Board member advancing his or her personal or business interests, or the interests of another person or organization, ahead of the interests of the Condominium Authority. The code of conduct for Board members, as it may be amended from time to time, is subject to the approval of the Minister. Upon approval by the Minister, such code shall be attached to this Agreement as Schedule “E”.
- (3) The annual meeting, at which the Board shall present its annual report and audited financial statements, and report to the members of the Condominium Authority on the affairs of the Condominium Authority for the immediately preceding year, shall be open to the general public and the Board shall make reasonable efforts to inform the general public of such meeting.
- (4) Within one year of the date of designation, the Board shall establish an advisory process for direct input to the Board on issues of importance to the condominium community. The terms of reference of such a process shall be

made public and a report on the activities and advice provided by this process shall be included in the annual report.

7.3 Minister's Appointment of Chair

In accordance with section 1.12 of the Act, the Minister may appoint the Chair from among the Board members and for this purpose, the Minister shall have regard to the views of the Board, the competency criteria used by the Board, succession planning and any other matter the Minister considers advisable in the circumstances.

7.4 Statutory Appointments

- (1) Subject to a regulation under subsection 1.32(3) of the Act, the composition of the Tribunal, the selection criteria, appointment process, and such other governance matters related thereto shall be established by by-law by approval of the Condominium Authority's membership. The selection criteria shall be consistent with the spirit and intent of the criteria currently used by the government to appoint members to its adjudicative tribunals.
- (2) The Condominium Authority acknowledges that the Tribunal exercises statutory powers that require independent decision-making and, for that purpose, the Condominium Authority agrees that the Board shall not interfere with the independent exercise of these statutory powers but may review the manner in which those powers are carried out, consistent with the Board's governance responsibilities.
- (3) As provided for in subsection 9.1(1) of the Act, the Board shall appoint a Registrar and may appoint a maximum of two Deputy Registrars.
- (4) The Registrar and any Deputy Registrar(s) shall be employees of the Condominium Authority and shall not be
 - (a) members of the Board, or
 - (b) employees of an entity that represents the collective interests of persons involved in the condominium sector.
- (5) The Board shall establish a conflict of interest policy for the Registrar and Deputy Registrar(s), and shall make the policy available to the public, including by posting on the Condominium Authority's website.
- (6) The Condominium Authority acknowledges that the Registrar and any Deputy Registrars exercise statutory powers that require independent decision-making and, for that purpose, the Condominium Authority agrees that the Board shall not interfere with the independent exercise of these statutory powers but may review the manner in which those powers are carried out, consistent with the Board's governance responsibilities.

8. Corporate Reporting

- (1) Effective the date of designation, the Condominium Authority shall:
 - (a) each year, provide the Minister with a business plan (as described in Schedule “F”) for the forthcoming year, in a format acceptable to the Minister, no later than thirty days before the end of the current fiscal year;
 - (b) each year, provide the Minister with an annual report (as described in Schedule “F”) in a format acceptable to the Minister, no later than one hundred and twenty days after the end of its previous fiscal year;
 - (c) enable the Minister to review and comment on the documents referred to in clauses (a) and (b) within a reasonable time period, estimated to be approximately 30 days from the receipt of the documents, under normal circumstances, and prior to final approval of the Board.
- (2) The Condominium Authority’s business plan shall set out the means by which its services are provided in French in accordance with section 1.25 of the Act, and the Condominium Authority’s annual report shall account for how these French language services were provided.
- (3) The Condominium Authority’s business plan shall set out the means by which complaints received by the Condominium Authority related to the fulfillment of its Statutory Mandate are managed and resolved and the Condominium Authority’s annual report shall account for how these complaints were managed and resolved.
- (4) The Condominium Authority:
 - (a) shall make the business plan referred to in clause (1)(a) available to the public, including by posting on the Condominium Authority’s website, no later than 30 days after final approval of the Board;
 - (b) may make the annual report referred to in clause (1)(b) available to the public, which may include posting on the Condominium Authority’s website, after final approval of the Board; and
 - (c) shall publish the annual report referred to in clause (1)(b) on the Condominium Authority’s website no later than 30 days after the annual report has been tabled in the Legislature, if it has not already been published.
- (5) The Condominium Authority shall have a risk management framework and risk management plan for managing risks that the Condominium Authority

may encounter in meeting its program and service delivery objectives as described in Schedule “F”.

- (6) The Condominium Authority shall conduct a client satisfaction/value survey of all or a sampling of its clients, condominium corporations, stakeholders and Tribunal users at least once every two years beginning no later than one year after designation. The client satisfaction/ value survey may be facilitated by an independent third party. The Condominium Authority shall share a summary of the survey results with the Minister. The Condominium Authority’s annual report and website shall also include a synopsis of the results of the client satisfaction/ value survey, as conducted.
- (7) Effective one year after the date of designation, the Condominium Authority and the Minister shall agree upon performance measures regarding the Condominium Authority’s fulfillment of its Statutory Mandate. This stable set of performance measures will reflect the Statutory Mandate and enable a year-to-year comparison. Where a year-to-year comparison is not possible because of a change in performance measures, the Condominium Authority shall give the Minister sufficient information to enable a proximate comparison of the changed performance measure. The Condominium Authority shall also provide the Minister with outcome measures and targets on an annual basis and upon request by the Minister. Where the Condominium Authority does not meet its outcome targets, the Condominium Authority shall identify any variance from the target and provide a written rationale to the Minister.

9. Operational Governance

- (1) The Board shall be responsible for carrying out the following operational governance functions:
 - a) Reviewing the adequacy and effectiveness of the Condominium Authority’s dispute resolution, educational and returns framework to ensure compliance with the Act;
 - b) Reviewing implementation of and reporting on the Condominium Authority’s Statutory Mandate; and
 - c) Providing strategic advice to the Minister on potential or proposed legislative or regulatory changes.

10. Financial Arrangements

- (1) The Condominium Authority shall ensure that it has adequate resources to comply with this Agreement and the Act consistent with the business plan that it has provided to the Minister under clause 8(1)(a) of this Agreement.
- (2) The Condominium Authority acknowledges it cannot collect or retain as revenue any fines imposed by a court further to proceedings taken by the

Condominium Authority under the *Provincial Offences Act*.

- (3) The Condominium Authority may establish:
 - (a) assessments, subject to any limitations on the amount imposed by the Act, with respect to the expenses and expenditures incurred and made related to the execution of its powers and duties under the Act;
 - (b) fees, costs and other charges related to its administration of the Delegated Provisions; and
 - (c) fees that a party to a proceeding that is the subject of an application to the Tribunal is required to pay;in accordance with the process and criteria approved by the Minister, as set out in Schedule "G" and Schedule "H" as applicable;
- (4) The Condominium Authority shall make publicly available, including by posting on its website,
 - (a) its assessments, fees, costs and other charges,
 - (b) the process and criteria by which its assessments, fees, costs and other charges are established, and
 - (c) any rules governing the payment of its assessments, fees, costs and other charges.
- (5) The Condominium Authority agrees to pay to the Minister such amounts as set out in the attached Schedule "I".
- (6) Any payments by the Condominium Authority to the Minister shall be made payable to the Minister of Finance, drawn on the account of the Condominium Authority and paid on a timely basis and on the terms as set out in the attached Schedule "I".
- (7) The Minister will charge interest on any late payments on the terms set out in the attached Schedule "I".
- (8) The Condominium Authority shall report to the Minister at the earliest opportunity if there is any reason for concern about the financial state of the Condominium Authority.

11. Records, Privacy and Access

- (1) To the extent permissible by law, all records obtained from any source, created, or maintained by the Condominium Authority in the course of fulfilling its Statutory Mandate are the property of the Condominium Authority and the Condominium Authority is the sole owner and custodian of such records and may use them for its legitimate purposes in fulfilling its Statutory Mandate.

- (2) All records that are the property of the Condominium Authority shall be maintained, in keeping with the records retention and destruction schedules established by the Condominium Authority.
- (3) The Condominium Authority shall have an access and privacy policy addressing issues of access to its records, protection of personal information, and effective procedural rights and remedies. This policy shall protect privacy and provide access in accordance with the principles of the *Freedom of Information and Protection of Privacy Act*, and provide an effective procedure in support of these principles. Upon approval by the Minister, the policy shall be attached to this Agreement as Schedule “J”.
- (4) The Condominium Authority shall comply with the access and privacy policy referred to in subsection (3), and shall make the policy available to the public, including by posting on the Condominium Authority’s website.
- (5) The Condominium Authority shall obtain the Minister’s approval of any changes to the access and privacy policy.

12. Litigation

- (1) The following provisions address any litigation arising after or as a result of the Condominium Authority’s designation under the Act.
- (2) Civil and administrative litigation, including inquests, related to the Act in which the Crown is a defendant or an interested party, as a result of any alleged act or omission of the Condominium Authority in the execution or intended execution of its powers and duties under the Act, shall be defended or otherwise carried out by the Condominium Authority (with full right and power to choose legal counsel and with full right and power to reach a settlement which binds the Condominium Authority and, with the Crown’s consent, binds the Crown), unless the parties expressly agree otherwise. The Condominium Authority shall be responsible for all costs of the litigation and for the payment of any settlement costs agreed to and payable by it and any damages awarded against it, as a result of any act, omission or fault of the Condominium Authority subject to an order of the court or agreement between the parties. The parties agree that the Crown reserves the right to defend or otherwise carry out any such litigation on its own behalf and at its own cost in respect of its own interest where it determines that it has an independent interest in the litigation.
- (3) Any proceedings, and any civil, criminal or administrative litigation, including inquests, not related to the Condominium Authority’s powers and duties under the Act, in which the Crown is a defendant or an interested party, arising from or in any way connected with any activity undertaken by, or alleged act or omission of the Condominium Authority, shall be defended or otherwise carried out by the Condominium Authority. The Condominium Authority shall be responsible for all costs of the proceedings or litigation

and for the payment of any settlement costs agreed to and payable by it and any damages awarded against it. The parties agree that the Crown reserves its right to defend or otherwise carry out any such proceedings or litigation on its own behalf and at its own cost where it determines that it has an independent interest in the proceedings or litigation.

- (4) The Minister or the Crown shall cooperate with the Condominium Authority for the purpose of the Condominium Authority's defence or other participation in the litigation referred to in subsections (2) and (3) including providing documentation or information and providing witnesses in such litigation, where appropriate.
- (5) The Condominium Authority shall have authority to and may carry out all prosecutions related to the Delegated Provisions on behalf of and in the name of the Crown, all in accordance with, pursuant to and in furtherance of the obligations of the Condominium Authority.
- (6) The Minister shall keep the Condominium Authority informed of any litigation by or against the Crown or in which the Crown is an interested party that may affect the interests of the Condominium Authority.
- (7) The Condominium Authority shall keep the Minister informed of any litigation by or against the Condominium Authority or in which the Condominium Authority is an interested party that may affect the interests of the Crown.

13. Indemnification

- (1) The Condominium Authority acknowledges that, pursuant to section 1.18 of the Act, it is required to indemnify the Crown in respect of damages and costs incurred by the Crown for any act or omission of the Condominium Authority or its members, officers, directors, employees or agents in the execution or intended execution of their powers or duties under the Act or the Agreement.
- (2) This indemnification survives termination of this Agreement for the maximum period permitted by law or contract.

14. Insurance

- (1) The Condominium Authority shall take all reasonable steps to protect itself from and against all claims which might arise from the carrying out of the powers and duties under the Act by the Condominium Authority, its Board members, appointees, officers, employees and agents. The Condominium Authority shall at all times maintain adequate insurance against liability arising out of the Condominium Authority's carrying out of its powers and duties under the Act and this Agreement including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than ten million dollars (\$10,000,000)

per occurrence, ten million dollars (\$10,000,000) products and completed operations aggregate. The policy is to include the following:

- (a) Her Majesty the Queen in Right of Ontario as represented by the Minister as additional insureds with respect to liability arising in the course of performance of the Condominium Authority's obligations under, or otherwise in connection with, the Act;
 - (b) cross-liability clause;
 - (c) thirty (30) day written notice of cancellation, termination or material change; and,
 - (d) non-owned automobile coverage with blanket contractual coverage for hired automobiles.
- (2) The Condominium Authority shall provide the Minister with certificates of insurance or other proof as may be requested by the Minister, that confirms all of the insurance coverage as provided for in subsection (1), and renewal replacements on or before the expiry of any such insurance.
 - (3) If the Crown imposes an obligation on the Condominium Authority by obtaining the enactment of legislation, making a regulatory change or otherwise, which gives rise to exposure to liability on the part of the Condominium Authority for which the Condominium Authority cannot reasonably obtain appropriate liability insurance, the Condominium Authority shall provide immediate notice to the Minister in writing of the uninsured risk and subject to government approvals that may be required, if any, the Condominium Authority and the Minister shall identify appropriate measures to resolve the issue to the satisfaction of both parties. Where government approval is required, the Minister shall make reasonable efforts to obtain the necessary approvals.

15. Non-Statutory Business

- (1) The Condominium Authority shall only enter into Non-Statutory Business ventures that promote and enhance confidence in the condominium sector. For this purpose, the Condominium Authority shall comply with the principles set out in the Non-Statutory Business Policy set out in Schedule "K".
- (2) For any Non-Statutory Business venture, the Condominium Authority shall submit to the Minister a statement confirming that such Non-Statutory Business venture will not negatively impact the Condominium Authority's fulfillment of its Statutory Mandate. The form and content of the statement shall be as detailed in Schedule "K".
- (3) The statement shall be provided to the Minister prior to the Condominium Authority entering into a business venture for the Non-Statutory Business.

- (4) The Condominium Authority acknowledges that, in accordance with subsection 1.23(2) of the Act, it shall not engage in commercial activity through a person or entity that is related to the Condominium Authority.

16. Wind-Up or Other Termination of Condominium Authority's Administration

- (1) Without limiting the powers of the Crown under the Act or otherwise, the termination of the Condominium Authority's authority to carry out its Statutory Mandate may result from a decision of the Condominium Authority to wind-up or dissolve or cease to operate as the condominium authority, the insolvency or bankruptcy of the Condominium Authority, the failure of the Condominium Authority to comply with the Act, other applicable law or the Agreement, or may occur if the Lieutenant Governor in Council considers it advisable in the public interest to revoke the Condominium Authority's designation.
- (2) The Condominium Authority may request the Lieutenant Governor in Council to revoke its designation and in that case the Lieutenant Governor in Council may, by regulation, revoke the designation on the terms it considers advisable in the public interest.
- (3) If the Condominium Authority fails to comply with the Act, the Agreement or other applicable law, the Minister shall allow the Condominium Authority the opportunity of remedying its default within the time period that the Minister considers reasonable in the circumstances.
- (4) The Minister shall advise the Lieutenant Governor in Council if the Condominium Authority has not remedied its default to the Minister's satisfaction within the time period that the Minister specifies.
- (5) The Lieutenant Governor in Council shall not revoke the designation of the Condominium Authority if it remedies its default within the time period that the Minister specifies.
- (6) If a decision is made to terminate the designation of the Condominium Authority, the Minister may appoint a person(s) to liaise with the Condominium Authority to ensure the Condominium Authority's continued effective fulfillment of the Statutory Mandate, pending resolution of financial and legal issues relating to the termination.
- (7) If the termination is due to the wind-up, bankruptcy, or insolvency of the Condominium Authority, the Minister may appoint a person to liaise with the persons(s) appointed by the Condominium Authority, by a secured creditor(s), or by a court, to oversee the wind-up, bankruptcy, or insolvency of the Condominium Authority to ensure the continued effective fulfillment of the Statutory Mandate.
- (8) The parties shall use reasonable efforts to resolve financial and other issues

resulting from the termination of designation that impact the Crown or the Condominium Authority, in keeping with the principle of fairness in light of the nature of the termination.

- (9) Any agreement under subsection (8) that may increase, directly or indirectly, the indebtedness or contingent liabilities of the Crown will require the prior written approval of the Minister of Finance, the President of the Treasury Board or both, as applicable, in accordance with section 28 of the *Financial Administration Act* and will be subject to approval by Treasury Board. The Minister shall make reasonable efforts to obtain this and any other necessary approvals.
- (10) The Condominium Authority or its appointee shall keep the Minister and any person appointed under subsections (6) and (7) informed to ensure the effective ongoing fulfillment of the Statutory Mandate during the wind-up or other termination of the Condominium Authority.

17. Dispute Resolution

The parties agree to use reasonable efforts to resolve any disputes that may arise out of or in connection with this Agreement, or the administration of the Act.

18. Communications and Information Sharing

- (1) Each of the parties shall designate an individual who will be the primary contact for all issues and communications related to this Agreement, the Act and the Condominium Authority's fulfillment of its Statutory Mandate.
- (2) The parties shall develop procedures for the sharing of information and the resolution of issues that may arise during the course of the Condominium Authority's fulfillment of its Statutory Mandate. Upon approval by the Minister, such procedures shall be added to the Agreement as Schedule "B".

19. Reviews

- (1) The Condominium Authority acknowledges that pursuant to section 1.5 of the Act:
 - (a) The Minister may require that policy, legislative or regulatory reviews related to the powers and duties of the Condominium Authority under the Act or this Agreement be carried out.
 - (b) The Minister may also require that reviews of the Condominium Authority, its operations, or both, including performance, governance, accountability and financial reviews, be carried out.
- (2) If the Minister requires the Condominium Authority or a person on behalf of the Condominium Authority to carry out a review mentioned in subsection

- (1), the Condominium Authority shall share the results of any reviews with the Minister.
- (3) If the Minister specifies another person or entity to carry out a review mentioned in subsection (1), the Minister shall ensure that the person or entity consults with the Condominium Authority as appropriate during any such review.
 - (4) Pursuant to section 1.21 of the Act, the Auditor General appointed under the *Auditor General Act* may conduct an audit of the Condominium Authority other than an audit required under the *Corporations Act*.
 - (5) Upon the Auditor General conducting an audit under the Act, the Condominium Authority shall provide the Auditor General and its employees access to all records and any information required to conduct the audit, as may be requested by the Auditor General.
 - (6) The Condominium Authority shall forthwith notify the Minister upon receiving notice from the Auditor General of an audit conducted on the Condominium Authority.
 - (7) In the event the Auditor General conducts an audit, the Minister shall, as appropriate, assist the Condominium Authority in responding to the audit.
 - (8) The Condominium Authority shall cooperate in any review or audit required by the Minister or the Auditor General.

20. Severability of Provisions

The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

21. Assignment

Neither the Condominium Authority nor the Minister shall assign this Agreement in whole or in part without the express written consent of the other.

22. Waiver

If a party fails to comply with any term of the Agreement, that party may only rely on a waiver of the other party if the other party has provided a written waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23. Independent Parties

The Condominium Authority is not an agent, joint venture, partner or employee of

the Crown, and the Condominium Authority shall not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

24. Jurisdiction

This Agreement shall be governed by the laws of the Province of Ontario and applicable laws of Canada.

25. Conflict

In the event of a conflict between the provisions of this Agreement and the Act, the Act prevails.

26. Amendment and Review of Agreement

- (1) Subject to subsection 1.2(3) of the Act, the terms of this Agreement may only be added to, deleted, varied or amended with the consent of both parties. Such amendments shall be in writing, dated and signed by both parties and attached to this Agreement.
- (2) The parties shall amend this Agreement as required to accommodate any changes to the Act.
- (3) Pursuant to subsection 1.2(3) of the Act, prior to any Minister's amendments to this Agreement, the Minister shall give such notice to the Condominium Authority as the Minister considers reasonable in the circumstances. The Minister shall provide the Condominium Authority with a time period that the Minister considers reasonable for the Condominium Authority to comply with the amendments.
- (4) The parties shall conduct a review of this Agreement by May 15, 2019. Notwithstanding the foregoing, either party may initiate a review of the Agreement when advisable in the public interest upon giving notice in writing to the other.

27. Public Document

The parties agree that this Agreement shall be made available to the public by either party upon request to that party by any member of the public. The Condominium Authority shall post this Agreement on its website within 30 days of designation and 30 days of execution of any amendments thereafter.

28. Entire Agreement

The Minister and the Condominium Authority agree that this Agreement as amended from time to time in accordance with section 26 of this Agreement or subsection 1.2(3) of the Act, forms the entire Agreement between the parties and supersedes any prior understanding or agreement, collateral, oral or

otherwise, existing between the parties at the date of execution of this Agreement.

29. Effective Date

This Agreement comes into effect on the later date of execution by the parties and will supersede and replace any prior administrative agreements made between the parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**Condominium Authority of
Ontario**

**Her Majesty the Queen in right of
Ontario**

Chair of the Board

Minister of Government and Consumer
Services

Date:

Date:

SCHEDULE “A” – REGULATION
CONDOMINIUM AUTHORITY OF ONTARIO

Condominium Act, 1998
Loi de 1998 sur les condominiums

ONTARIO REGULATION 181/17

DESIGNATION OF CONDOMINIUM AUTHORITY

Consolidation Period: From November 1, 2017 to the [e-Laws currency date](#).

Last amendment: [378/17](#).

Legislative History: [378/17](#).

This is the English version of a bilingual regulation.

Designation of condominium authority

1. For the purposes of subsection 1.1 (1) of the Act, the Condominium Authority of Ontario, which is incorporated under the laws of the Province of Ontario by letters patent dated July 11, 2016 and with which the Minister of Government and Consumer Services entered into an administrative agreement dated May 15, 2017 for the purposes of section 1.2 of the Act, is designated as the condominium authority for the purposes of the Act.

Delegated provisions

2. The following provisions are specified as delegated provisions for the purposes of subsection 1.1 (3) of the Act:

1. Section 136.2 of the Act.

Note: On January 1, 2018, the day sections 12 and 117 of Schedule 1 to the *Protecting Condominium Owners Act, 2015* come into force, paragraph 1 of section 2 of the Regulation is revoked and the following substituted: (See: O. Reg. 378/17, s. 1 (1))

1. Sections 9.1 to 9.9, 134.1, 134.2 and 136.2 of the Act.
2. Sections 11.7 and 11.8 of Ontario Regulation 48/01 (General) made under the Act. O. Reg. 181/17, s. 3.

Note: On January 1, 2018, the day sections 12 and 117 of Schedule 1 to the *Protecting Condominium Owners Act, 2015* come into force, section 2 of the Regulation is amended by adding the following paragraph: (See: O. Reg. 378/17, s. 1 (2))

3. All provisions of Ontario Regulation 377/17 (Condominium Returns) made under the Act.
3. OMITTED (PROVIDES FOR AMENDMENTS TO THIS REGULATION).
4. OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS REGULATION).

**Condominium Authority of
Ontario**

**Her Majesty the Queen in right of
Ontario**

Chair

Minister of Government and
Consumer Services

Date:

Date:

SCHEDULE “B” – INFORMATION SHARING PROTOCOL

CONDOMINIUM AUTHORITY OF ONTARIO

This Schedule outlines information sharing protocols recognizing that the Condominium Authority of Ontario (“CAO”) shall respond in an expeditious manner to all requests made by the Minister or the Ministry, including requests in respect of:

- a) the governance of CAO;
- b) fulfillment of the Statutory Mandate by CAO; or
- c) the administrative agreement.

This Schedule outlines information sharing protocols not already specified in the administrative agreement or other schedules to the administrative agreement. The Minister acknowledges that the adjudicative independence of the Tribunal may limit CAO’s ability to respond to information requests that may or may be perceived to negatively impact the Tribunal’s independence.

Unless specifically outlined in this Schedule, when making information requests of CAO, the Ministry shall inform the CAO of the timeframe in which the information is needed.

CAO will only share personal information as authorized by CAO’s Access and Privacy Policy. The Ministry and CAO will also confirm the method for sharing, securing and disposing of the personal information. For the purposes of this paragraph, “personal information” has the same meaning as in the *Freedom of Information and Protection of Privacy Act*.

To facilitate information sharing, CAO and the Ministry will seek to achieve a “one-window” policy with CAO and the Ministry’s Policy and Governance Branch (“PAG”), unless otherwise specified by the Ministry, being the access point.

In addition, CAO and PAG shall make reasonable efforts to meet quarterly to discuss current issues, needs and other matters necessary for the proper administration of this Schedule.

Description	Responsibility	
	Minister or Ministry	CAO
Information requests made by the Minister or Ministry to CAO	The Ministry shall make reasonable efforts to share with CAO the context in which the request for information is being made.	CAO shall respond in an expeditious manner to all requests made by the Minister or Ministry.

Description	Responsibility	
	Minister or Ministry	CAO
Cabinet Submissions		
All Issues	PAG will develop Cabinet submissions, as required, in cooperation with other Ministry branches.	CAO is consulted where appropriate.
Correspondence		
The Ministry and CAO will work together to draft responses whenever possible, in a timely fashion, respecting that PAG is required to respond to all correspondence within five (5) business days.		
On all subjects directed to the Minister or Ministry	PAG will: <ul style="list-style-type: none"> • action to CAO; or • draft a reply indicating referral to CAO for direct response; or • draft a reply. 	The CAO will: <ul style="list-style-type: none"> • Respond directly under CAO's signature and copy PAG as appropriate, or • Supply PAG with information required for the Ministry to reply.
Briefing Notes		
For Minister or Ministry meetings with CAO's stakeholders	PAG will coordinate preparation of meeting materials, and make reasonable efforts to notify CAO of any such meetings and discuss with CAO.	CAO will provide PAG with relevant information on stakeholders/issues.
For CAO's meetings with Ministry stakeholders (e.g. other ministries or agencies)		CAO will make reasonable efforts to notify PAG of the meeting, discuss outcomes with PAG, and provide a briefing note upon request.
Issue Notes		
The Ministry and CAO will work together to issue responses in a timely fashion respecting the requirement for the Ministry to respond to all requests for issue notes within specific timeframes (i.e. short notice or outside of regular business hours).		
On any subject (designed for use in the Legislature)	PAG will prepare the issue note and provide it to the Ministry's Communications Branch. Requests for information made to CAO to develop the issue note will be accompanied by a timeline for response.	CAO will provide information to PAG within timeframe specified.

Description	Responsibility	
	Minister or Ministry	CAO
Issues Management		
Emergencies, accidents and fatalities	When the Ministry is informed by CAO or through media reports, PAG will provide the Ministry's Communications Branch with key information as quickly as possible and monitor for updates.	CAO will inform PAG and provide relevant details, key messages and response strategy.
Other possible contentious issues (e.g. stakeholder grievances/ concerns, corporate restructuring, etc.)	PAG will inform the Ministry's Communications Branch.	CAO will inform PAG and provide relevant details, key messages and response strategy.
Media Relations		
Requests made to the Ministry for interviews and background material on CAO operational issues	Ministry's Communications Branch will notify PAG, who will then, as appropriate, refer the request to CAO or obtain the required information from CAO.	CAO will provide the required information or, if requested by the Ministry, respond directly and advise PAG of the outcome from the media engagement.
Media releases issued by CAO	PAG will share a copy of CAO's media release with the Ministry's Communications Branch for information and review.	CAO will prepare and share a copy of its media release with PAG at its earliest opportunity and before the release is issued to media.
Speeches/Speaking Notes		
All Ministry speeches/speaking notes (any topic)	Ministry's Communications Branch will prepare, and PAG will advise CAO.	CAO will supply PAG with information.
Performance Measures		
Metrics and performance measure results	PAG may request metrics and performance measure results from CAO from time to time to facilitate the publication of performance measures and other oversight functions.	CAO will supply PAG with metrics and performance measure results, as available, at the time of request.

Description	Responsibility	
	Minister or Ministry	CAO
Marketing / Public Relations Events and Public Education Campaigns		
Collaboration on Marketing / Public Relations Events and Public Education Campaigns	<p>PAG and the Ministry's Communications Branch will work collaboratively with CAO to:</p> <ul style="list-style-type: none"> • plan and develop joint Ministry/ CAO marketing and public relations events; and • obtain information on CAO specific events, public education campaigns, industry events to be attended by CAO, communications research and best practices. <p>PAG will be the lead in contacting CAO about communications activities, respecting the one-window approach. However, the Communications Branch may follow up directly with CAO while keeping PAG fully informed of discussions and planned activities.</p>	<p>CAO will work collaboratively with PAG and the Ministry's Communications Branch to:</p> <ul style="list-style-type: none"> • plan and develop joint CAO/Ministry marketing and public relations events; and • provide information on CAO specific events, public education campaigns, industry events to be attended by CAO, communications research and best practices. <p>CAO will initially contact PAG about communications activities, respecting the one-window approach. However, CAO may subsequently follow up directly with the Ministry's Communications Branch while keeping PAG fully informed of discussions and planned activities.</p>
Other		
Information concerning Board member competencies	PAG will make requests to CAO for information as and when required.	CAO shall provide to PAG at least once annually, and as requested, the Board's skills profile.

Description	Responsibility	
	Minister or Ministry	CAO
Information concerning communications campaigns/activities undertaken by CAO	PAG will make requests to CAO for information regarding planned communications campaigns/activities.	CAO will provide information on key communication activities to PAG on a quarterly basis and on request.

Condominium Authority of Ontario

Her Majesty the Queen in right of Ontario

Chair

Minister of Government and Consumer Services

Date:

Date:

SCHEDULE “C” – MEMORANDUM OF UNDERSTANDING BETWEEN THE CONDOMINIUM AUTHORITY OF ONTARIO AND THE CONDOMINIUM AUTHORITY TRIBUNAL

This Schedule outlines the required information to be contained within a Memorandum of Understanding (“MOU”) between the Condominium Authority and the Tribunal Chair regarding the Condominium Authority’s management and oversight of the Tribunal’s operations, which will be effective no later than the date on which section 1.36 of the Act comes into force.

The MOU shall reflect the powers, duties and responsibilities of the Tribunal as set out in applicable statutes and regulations, and set out the reporting requirements of the Tribunal. The MOU shall also specify the governance framework of the Tribunal, and the accountability framework between the Condominium Authority and the Tribunal.

The purpose of the MOU shall be to manage the relationship between the Condominium Authority and the Tribunal, and to ensure that the Condominium Authority is able to meet its accountability requirements to the Minister.

The MOU shall, at a minimum, address the following matters:

- Legal authority and mandate, including the Tribunal’s responsibility for adjudicative decisions, resolution of disputes and case management within its statutory mandate, and the exercise of any powers and authority granted under the *Statutory Powers Procedure Act*;
- Accountability framework;
- Roles and responsibilities of both parties, including the independence of the Tribunal or the Tribunal Members in rendering adjudicative decisions or in resolving disputes, consistent with the legislation, common law and principles of natural justice;
- Ethical framework;
- Reporting arrangements, including any public posting requirements;
- Financial arrangements;
- Procurement arrangements, including any agreements with third parties;
- Administrative arrangements, including access to legal counsel;
- Staffing, remuneration and appointments;
- Intellectual property;
- Access to information;

- Risk management and indemnification;
- Service standards;
- Creation, collection, maintenance and disposition of records;
- Consultation, issues management and communication, including media relations, publications and reports; and
- Process for periodic review or amendment of the MOU.

Within 30 days of execution, a copy of the signed MOU shall be provided to the Minister and made publicly available, including by posting on the Condominium Authority's website.

Condominium Authority of Ontario

Her Majesty the Queen in right of Ontario

Chair

Minister of Government and Consumer Services

Date:

Date:

SCHEDULE “D” – BOARD OF DIRECTORS COMPETENCY CRITERIA

CONDOMINIUM AUTHORITY OF ONTARIO

All Board members must meet the following competency criteria.

As a basic prerequisite, each Board member shall be an individual who is not less than 18 years of age, has the power under law to contract, has not been found by a court in Canada or elsewhere to be mentally incompetent and does not have the status of a bankrupt.

General competencies and soft skills for effective participation as a contributing Board member (such as collaboration, completing tasks in a timely manner, building consensus, etc.) are considered prerequisites for consideration that all Board members should possess.

Each Board member brings unique skills and experience to the Board. In selecting new members, attention will be given to ensuring that the collective mix of skills and experience supports the Board’s ability to add strategic value to the CAO.

The Board will strive to be constituted to reflect the diversity of Ontario, with an inclusion lens applied to consider gender, race, age, geographical representation, accessibility, language and other diversity criteria.

Collective Board Skills and Experience

The Board recognizes the importance of having a diversity of backgrounds from both within and outside the condominium sector.

Collectively, Board members should:

- possess a positive orientation for proactive consumer protection initiatives;
- provide strong participation that strives for excellence and supports consensus-building;
- be strategic thinkers who take a governance-focused approach to Board responsibilities; and
- demonstrate a willingness to proactively support CAO’s Statutory Mandate, mission, vision and values.

The Minister-appointed Board members may include representatives of the public, consumer groups, government organizations, condominium corporations, owners or those owners or occupiers who occupy units for residential purposes, and representatives of other interests as the Minister determines.

Individual Knowledge and Experience

Consideration of existing Board strengths and identification of any gaps should be used to recruit new Board members to complement the existing members' knowledge and experience, with a goal of addressing the following skills and experience across the full Board as much as possible:

- **Governance:** Experience overseeing and directing a corporation by supervising, building consensus and contributing to executive management.
- **Financial Oversight and Planning:** Experience or knowledge regarding audit, finances, investment or asset portfolio expertise, accounting, risk management and compliance requirements, particularly in an oversight or supervisory capacity.
- **Information Management:** Experience with the planning, procurement and management of IT data collection/ analysis/use and systems related thereto, including experience in supervision, accountability and oversight.
- **Risk Management:** Experience or knowledge of the process of assessing risk and acting in such a manner, or prescribing policies and procedures, so as to avoid or minimize loss associated with such risk.
- **Legal:** Experience or knowledge in interpreting and applying legislation, regulations and compliance requirements, or the legal requirements to develop and operate a not-for-profit or business corporation.
- **Developing & Operating Business:** Experience being in a leadership position during the start-up and steady-state phases of a new business or not-for profit corporation. Public sector experience an asset.
- **Strategic Planning:** Experience with strategic business planning, including organizational development, human resources, design and effectiveness.
- **Not-for-Profit Experience:** Experience being in a leadership position within a not-for-profit corporation, or having knowledge of the requirements for a not-for-profit.
- **Government Experience:** Knowledge and experience of working within or with provincial or other levels of government, to facilitate the liaising, reporting, and relationship-building necessary to establish a sound footing for ongoing government oversight and accountability relationships. Administrative authority-specific experience is an asset.
- **Alternative Dispute Resolution (ADR):** Experience or knowledge of ADR theory and practice.
- **Administrative Justice:** Experience with administrative law, adjudicative bodies, natural justice concepts and best practices.

- **Condo Sector Knowledge:** Experience or knowledge of the condominium sector in Ontario, including an understanding of the governance model for condominiums.
- **Teaching, Training and Public Education:** Experience or knowledge of the development, execution, and review of education or training programs or public education and awareness initiatives.
- **Marketing/Communications:** Experience as a communications professional with knowledge of best practices in developing public facing material for education, branding, and communication. Social media knowledge or experience an asset.
- **Innovation/Design/Collaboration:** Familiarity with brokering innovative partnerships or approaches to operations and organizational design that can facilitate efficiencies, cost sharing, and ultimately customer service.
- **Diversity, Inclusion and Accessibility:** Experience in or knowledge of championing diversity, inclusion and accessibility in governmental, not-for-profit or private sector organizations.

**Condominium Authority of
Ontario**

**Her Majesty the Queen in right of
Ontario**

Chair

Minister of Government and
Consumer Services

Date:

Date:

SCHEDULE “E” – CODE OF CONDUCT FOR DIRECTORS

CONDOMINIUM AUTHORITY OF ONTARIO

SECTION 1 GENERAL

1.1 Application

This Directors’ Code of Conduct and Policy on Conflicts of Interest and Confidentiality (the “Code”) has been approved by the board of directors (the “Board”) of the Condominium Authority of Ontario (the “Corporation”). The Code is intended to govern the conduct of Directors of the Corporation (the “Directors”). It also sets out guidelines for avoiding and disclosing conflicts of interest and keeping information confidential.

1.2 Definitions

Unless otherwise specified, the words and expressions used in this Code shall have the same meaning as in By-law No. 1 of the Corporation, as amended or replaced from time to time.

1.3 Complement to By-laws, etc.

The provisions of this Code are intended to complement and enhance in a consistent manner, the requirements that arise under the *Corporations Act* (Ontario) and the *Condominium Act, 1998* (Ontario) and in the Letters Patent and By-laws of the Corporation.

1.4 Interpretation

This Code shall be, unless the context otherwise requires, construed and interpreted in accordance with the interpretation provisions of the Corporation’s By-laws.

SECTION 2 DUTIES AND RESPONSIBILITIES OF INDIVIDUAL DIRECTORS

2.1 Responsibilities

Each Director is expected to become an active participant in a Board that functions effectively as a whole. Each Director is responsible to:

- (i) be informed of the constating documents and legislation under which the Corporation exists, and the Corporation’s By-laws, mission, values, codes of conduct, and policies as they pertain to the duties of a Director;

- (ii) keep generally informed about the activities of the Corporation and dispute resolution activities of the Corporation and general trends in the condominium sector;
- (iii) attend Board meetings regularly, serve on committees of the Board and contribute from personal, professional and life experience to the work of the Board;
- (iv) exercise, in the performance of their duties, the degree of care, diligence and skill required of a Director pursuant to the *Corporations Act*;
- (v) be independent and impartial;
- (vi) not be influenced by self-interest, outside pressure, expectation of reward or fear of criticism;
- (vii) act with honesty and integrity and conduct himself or herself in a manner consistent with the maintenance of public confidence in the conduct of the Board's business;
- (viii) offer his or her personal perspectives and opinions on issues that are the subject of Board discussion and decision;
- (ix) voice, clearly and explicitly at the time a decision is being taken, any opposition to a decision being considered by the Board;
- (x) maintain solidarity with the Board in support of a decision that has been made in good faith in a legally constituted meeting;
- (xi) ask the Directors to review a decision, if he or she has reasonable grounds to believe that the Board has acted without full information or in a manner inconsistent with its fiduciary obligations and duty of care, and, if still not satisfied after such review, ask that the matter be placed before the membership;
- (xii) work with the staff of the Corporation on committees, advisory councils or task forces of the Board;
- (xiii) know and respect the distinction in the roles of Board and staff consistent with the principles underlying these governance policies;
- (xiv) exercise vigilance for and declare any apparent or real personal conflict of interest or the interest of particular constituencies in accordance with the Corporation's By-laws and policies, and in particular with this Code; and
- (xv) comply with all other codes and policies approved by the Board from time to time.

2.2 Conduct of Directors

A Director will at all times conduct himself or herself in a manner that:

- a) supports the objectives of the Corporation;
- b) serves the overall best interests of the Corporation;
- c) subordinates personal interests, and those of any particular constituency, to the best interests of the Corporation;
- d) brings credibility and goodwill to the Corporation;
- e) respects principles of transparency and due process;
- f) demonstrates respect for individuals and human rights;
- g) respects and gives fair consideration to diverse and opposing viewpoints;
- h) demonstrates due diligence and dedication in preparation for, and attendance at, meetings, special events and in all other activities on behalf of the Corporation;
- i) demonstrates good faith, prudent judgment, honesty, transparency and openness in his or her activities performed on behalf of the Corporation;
- j) ensures that the financial affairs of the Corporation are conducted in a responsible and transparent manner with due regard for his or her fiduciary responsibilities and public trusteeship;
- k) avoids real or perceived conflicts of interest; and
- l) conforms with the By-laws and policies approved by the Board, including this Code and the Oath of Office and Confidentiality Agreement.

SECTION 3 CONFLICT OF INTEREST GUIDELINES

3.1 Integrity

These Conflict of Interest Guidelines are intended to ensure the highest standards and maintenance of the integrity of the Board. Directors shall act at all times in the best interests of the Corporation rather than in their own interest or the interests of particular constituencies. This means putting the interests of the Corporation ahead of any personal interest or the interest of any other person or entity. It also means performing his or her duties and transacting the affairs of the Corporation in such a manner that

promotes public confidence and trust in the integrity, objectivity and impartiality of the Board.

3.2 No Pecuniary Benefit

- a) No Director shall directly or indirectly receive any profit from his or her position; provided that, notwithstanding anything herein contained to the contrary, Directors may receive reasonable payment for their services and reimbursement for reasonable expenses incurred by them in the performance of their duties as permitted in the By-laws or any policy of the Corporation and approved by the Board in accordance with the obligations of the Corporation under any Administrative Agreement entered into by the Corporation with Her Majesty the Queen in right of the Province of Ontario.
- b) The pecuniary interests of immediate family members (including the immediate family members of a Director's partner) or close personal or business associates of a Director are considered to also be the pecuniary interests of the Director.

3.3 Definition of Conflict of Interest

- a) A conflict of interest refers to situations in which personal, occupational or financial considerations may affect, or appear to affect, a Director's objectivity, judgment or ability to act in the best interests of the Corporation and includes conflicts as described in subsection 3.4 hereof.
- b) A conflict of interest may be real, potential or perceived in nature.
- c) A real conflict of interest arises where a Director has a private or personal interest, for example, a close family connection or financial interest.
- d) A potential conflict of interest may arise when a Director has a private or personal interest such as an identified future commitment.
- e) A perceived or apparent conflict of interest may exist when a reasonable, well-informed person has a reasonable belief that a Director has a conflict of interest, even if there is no real conflict.
- f) Full disclosure, in itself, does not remove a conflict of interest.

3.4 Examples of Conflict of Interest on the Part of a Director

The following examples constitute conflicts of interest under this Code:

- a) Any circumstance that may result in a personal or financial benefit to a Director or his or her family, business associate or friend. This includes, but is not limited to,

accepting any payment for services rendered to the Corporation other than payment for services of a Director as permitted in this Code, including contracted work or honoraria; or accessing financial or other resources for personal use, i.e. transportation, training costs, supplies, equipment, etc.

- b) Personal interests which conflict with the interests of stakeholders of the Corporation or are otherwise adverse to the interests of the Corporation.
- c) Seeking, accepting or receiving any personal benefit from a supplier, vendor or any individual or organization doing or seeking business with the Corporation.
- d) Being a member of the board or staff of another organization which might have material interests that conflict with the interests of the Corporation or its stakeholders; and, dealing with matters on one board which might materially affect the other board.
- e) Any involvement in the hiring, supervision, grievance, evaluation, promotion, remuneration or firing of a family member, business associate, or friend of the Director.

3.5 Principles for Dealing with Conflict of Interest

- a) Both prior to serving on the Board and during their term of office, Directors must openly disclose a potential, real or perceived conflict of interest as soon as the issue arises and before the Board or its committees deals with the matter at issue.
- b) If the Director is not certain whether he or she is in a conflict of interest position, the matter may be brought before the Board or the Chair, who may in turn consult with the Corporation's legal counsel for advice and guidance.
- c) If there is any question or doubt about the existence of a real or perceived conflict, the Board will determine by resolution, after obtaining legal advice if necessary, if a conflict exists. The Director potentially in conflict of interest shall be absent from the discussion and shall not vote on the issue.
- d) It is the responsibility of other Directors who are aware of a real, potential or perceived conflict of interest on the part of a fellow Director to raise the issue for clarification, first with the Director in question and, if still unresolved, with the Chair of the Board.
- e) The Director must abstain from participation in any discussion on the matter, shall not attempt to personally influence the outcome, shall refrain from voting on the matter and, unless otherwise decided by the Board, must leave the meeting room for the duration of any such discussion or vote.

- f) The disclosure and decision as to whether a conflict exists shall be duly recorded in the minutes of the meeting. The time the Director left and returned to the meeting shall also be recorded.

3.6 Gifts and Hospitality

Directors shall not directly or indirectly offer or accept cash payments, gifts, gratuities, privileges or other personal rewards, which are intended to influence the activities or affairs of the Corporation. Directors may, however, give or receive modest gifts or hospitality as a matter of general and accepted business practice, provided the foregoing does not include cash or other negotiable instruments and provided further proper accounting of any such expenses is made.

3.7 Complaints and Disputes Involving Directors

- a) The Board, in a meeting duly called for the purpose, shall review any complaints that a Director has violated any provision of the Corporation's By-laws, or policies approved by the Board, in particular, this Code and the Oath of Office and Confidentiality Agreement.
- b) The Board shall similarly review disputes between Directors that interfere with the ability of the Board to carry out its duties.
- c) Complaints may be referred to an independent arbiter by resolution of the Board.
- d) Allegations of illegal activity shall be immediately referred to appropriate authorities for investigation. Any Director against whom such allegations are made shall take a leave of absence from the Board pending completion of the investigation.
- e) The review of such complaints or disputes shall include an opportunity for the Director concerned to present his or her position.
- f) The Board may make such determination as it sees fit including:
 - i. dismissal of the complaint;
 - ii. a letter of reprimand to the Director from the Board;
 - iii. oral censure of the Director in question before the Board;
 - iv. removal of the Director from the Board by the members of the Corporation; or
 - v. such other outcome as the Board determines is appropriate having regard to the facts and the gravity of the violations of this Code.

SECTION 4 CONFIDENTIALITY

4.1 Confidential Information

Confidential information (“Confidential Information”) means all information relating to the business and affairs of the Corporation, regardless of the manner in which it is furnished (whether oral or in writing or in any other form or media) or obtained by the Director through observation or examination of the Corporation’s facilities or procedures, but does not include information that is:

- a) already published or otherwise is or becomes readily available to the public, other than a breach of this Code;
- b) rightfully received by the Director from a third party not in breach of any obligation of confidentiality to the Corporation;
- c) proven to be known by the Director on a non-confidential basis prior to disclosure hereunder; or
- d) proven to be developed by the Director independent of any disclosure by the Corporation.

4.2 Use of Confidential Information

The Director will at all times use Confidential Information solely for the purposes of the Corporation. Subject to Section 4.5, the Director will not disclose Confidential Information to any person other than the Corporation’s representatives who have a need to know the Confidential Information. The Director will:

- a) prior to disclosing the Confidential Information to any such representative, issue appropriate instructions to such representative with respect to the restrictions that apply to the Confidential Information and obtain the representative’s agreement to receive and use the Confidential Information on a confidential basis on the same conditions as contained in this Code and otherwise to comply with the terms hereof; and
- b) be responsible for any and all of his or her breaches of the terms of this Code.

Confidential Information may not be copied, reproduced in any form or stored in a retrieval system or database by the Director without the prior written consent of the Corporation, except for such copies and storage as may be required by the Director in his or her capacity as a member of the Board. The Director will take reasonable security measures and use care to preserve and protect the secrecy of, and to avoid

the disclosure or use of Confidential Information. The Director will promptly advise the Corporation in writing of any misappropriation or misuse by any person of Confidential Information that may come to his or her attention.

4.3 Return of Confidential Information

Upon the request of the Corporation, any Confidential Information it has furnished to the Director will be promptly returned (accompanied by all copies thereof made by the Director) and, to the extent reasonably practicable, deleted from all retrieval systems and databases by the Director. With the consent of the Corporation, any Confidential Information that would otherwise be returned to the Corporation may instead be destroyed by the Director. The Director will deliver to the Corporation a certificate by the Director of such return (or destruction) and deletion.

4.4 Rights in Confidential Information

All right, title and interest in and to the Confidential Information will remain the exclusive property of the Corporation and the Confidential Information will be held in trust and confidence by the Director for the Corporation. No interest, licence or any right respecting the Confidential Information, other than expressly set out herein, is granted to the Director under this Code by implication or otherwise. Nothing herein contained will be deemed to limit or restrict the rights of the Corporation to assert claims for copyright infringement against the Director.

Directors shall receive and hold all personal and financial information in a confidential manner in accordance with applicable law and the Corporation's Policy on Confidentiality.

4.5 Legally Required Disclosure

If the Director is required by applicable law or legal process to disclose any Confidential Information, the Director may make such disclosure but must first provide the Corporation with prompt notice of such requirement, unless notice is prohibited by law, in order to enable the Corporation to seek an appropriate protective order or other remedy or to waive compliance with the terms of this Code or both. The Director will not oppose any action by the Corporation to seek such a protective order or other remedy. If, failing the obtaining of a protective order or other remedy by the Corporation, such disclosure is required, the Director will use reasonable efforts to ensure that the disclosure will be afforded confidential treatment.

4.6 Confidential Information

It is the responsibility of Directors to know what information is confidential and to obtain clarification when in doubt. Except as the Director may be compelled by applicable

legal process, a Director must, both during and after his or her tenure as a Director, treat as confidential all information regarding the policies, internal operations, systems, business and affairs of the Corporation obtained by reason of his or her status as a Director and not generally available to the public. A Director shall not use information obtained as a result of his or her involvement on the Board for his or her personal benefit. Each Director shall avoid activities which may create appearances that he or she has benefited from confidential information received during the course of his or her duties as a Director.

4.7 Review of Code

Each Director, forthwith after being elected, shall meet with the Corporation's legal counsel or the Chair of the Board to review this Code and such other policies of the Corporation that apply to Directors.

4.8 Oath of Office and Confidentiality Agreement

Each Director is required to sign and agree to comply with the Oath of Office and Confidentiality Agreement. Failure to do so will result in removal from office as a Director.

**Condominium Authority of
Ontario**

**Her Majesty the Queen in right of
Ontario**

Chair

Minister of Government and
Consumer Services

Date:

Date:

SCHEDULE “F” – CORPORATE PLANNING AND REPORTING

CONDOMINIUM AUTHORITY OF ONTARIO

The corporate planning and reporting documents of the Condominium Authority of Ontario (“CAO”) are essential communications vehicles for demonstrating responsible fulfillment of its Statutory Mandate in promoting and enhancing confidence in the condominium sector. As such, CAO will strive to continuously improve and strengthen linkages between strategic planning, business planning, operational planning and reporting.

Recognizing that corporate planning and reporting documents have a broad audience that includes government, sector stakeholders and the public, CAO will use plain language so that the objectives and performance of CAO are clear and easy for the average reader to understand.

The corporate planning and reporting documents should easily allow for comparisons between them. For example, the strategic objectives, commitments and activities in the business plan should be aligned with the outcomes contained in the annual report.

CAO’s corporate planning and reporting documents will support the accountability framework as laid out in the administrative agreement between the Minister and CAO and the Act.

In addition to the requirements specified directly in the administrative agreement, CAO’s corporate planning and reporting documents shall include, at a minimum, the following:

1. BUSINESS PLAN REQUIREMENTS

CAO will draft a business plan annually that identifies a coordinated set of activities to achieve CAO’s strategic objectives for the next three year period. The business plan will state the specific activities that will be undertaken in the fiscal year, as well as identify resources to achieve CAO’s strategic objectives and successfully deliver educational, dispute resolution, and condominium returns services. The business plan shall include, at a minimum, the following:

1.1 Corporate Overview

The corporate overview will be a general overview of CAO, including its mandate, mission, vision and values. It will also describe CAO’s structure, services and stakeholders and include a description of the nature and scope of the relationship between CAO, the government and the Ministry.

1.2 Business Planning Overview

An explanation of the connections between strategic planning, the business plan and the annual report.

1.3 Objectives, Activities and Performance Measures

CAO will provide details on the performance measures that link CAO objectives to the statistical outcomes that will be reported in the annual report, by listing, at a minimum, the following:

- (a) **Strategic Objectives** (priority outcomes that CAO proposes to achieve to successfully fulfill its Statutory Mandate, including those aimed at enhancing confidence in the condominium sector):
 - **Core strategic objectives** relate to CAO's Statutory Mandate and address high priority risks;
 - **Supporting strategic objectives** relate to other aspects of operations such as governance, financial objectives, communication, risk management or stakeholder relations;
 - Should CAO's objectives change at any point during a given year, CAO will notify the Ministry prior to the start of the next fiscal year.
- (b) **Strategies** (the initiatives and approaches that will be employed to undertake activities in order to achieve objectives);
- (c) **Outcome measures** (details about how outcomes for the planning period will be measured or assessed);
- (d) **Outcome targets** (annual targets for the outcome measures):
 - Outcome measures and targets should enable year-to-year comparisons demonstrating CAO's:
 - Effectiveness (primarily related to core strategic objectives),
 - Efficiency (could be related to supporting strategic objectives, including things such as overhead costs, administration to program delivery ratios), and
 - Performance based on client and stakeholder satisfaction.
 - Where a year-to-year comparison is not possible because of a change in performance measures, CAO shall provide a rationale regarding the change, and sufficient information to enable a comparison.
- (e) **Activities** (planned annual actions that will support the execution of the strategies to achieve the objectives):
 - The activities in the business plan usually reflect core strategic objectives;
 - The business plan may also include activities that reflect supporting strategic objectives;
 - The business plan must include descriptions of CAO's means to:
 - manage and resolve complaints;

- comply with its obligation to provide French language services to the public in accordance with section 1.25 of the Act, and
 - undertake the necessary activities to ensure that its goods, services, and facilities are accessible in accordance with the *Accessibility for Ontarians with Disabilities Act, 2005*.
- (f) **Activity measures** (details about how activities will be measured or assessed to evaluate performance):
- Measures can be quantitative or qualitative.
- (g) **Activity targets** (measurable activity targets set for the fiscal year).

1.4 Resources Needed To Meet Objectives

- Assess the adequacy of financial, human and other resources required by CAO to meet its objectives over the planning horizon.
- Forecast anticipated revenues (derived from fulfilment of the Statutory Mandate and Non-Statutory Business, if applicable) and planned expenditures for the next three-year period.

2. ANNUAL REPORT REQUIREMENTS

CAO's annual report is the primary mechanism for reporting results for the previous year. The CAO shall include, at a minimum, the following items:

2.1 Organizational Overview

This section of the annual report shall set out:

- Introduction
- Mandate, mission, vision and values
- Overview of the organization
- Message from the Chair
- Message from the CEO/Registrar
- Message from the Tribunal Chair

2.2 Report on Performance

CAO shall report results for each performance measure as initially agreed upon with the Minister and set out in the business plan. If the target has not been met, CAO shall explain why achievement was not possible in that fiscal year.

(a) Performance Statistics:

When possible, statistical reports should be in chart form to facilitate comparisons over time. CAO may include any statistics it considers relevant to its Statutory Mandate in this section. Performance statistics reported should, at a minimum, include:

- The activities completed over the prior year which reflect the activity measures in the business plan;
- The outcome results achieved in the previous year, which reflect performance against outcome measures and targets established in the business plan.

(b) Review of Legislation, By-Law and Policy Changes:

Outline any changes made to the Act and regulations, CAO by-laws or policies during the fiscal year.

(c) French Language Services:

Report on the provision of French language services pursuant to section 1.25 of the Act, including how those services were provided, the total number of inquiries that were received in French during the reporting period, and any other statistics that CAO considers relevant.

(d) Complaint Handling Process and Outcomes:

Review of the complaint handling and dispute resolution processes provided or overseen by CAO including outcomes, appeal procedures and information to the public on how to register complaints against CAO.

(e) Accessible Goods, Services, or Facilities:

Report on the provision of accessible goods, services or facilities pursuant to the *Accessibility for Ontarians with Disabilities Act, 2005*, including how those goods, services or facilities were provided, the total number of inquiries that were received for accessible goods, services or facilities during the reporting period, and any other statistics that CAO considers relevant.

2.3 Corporate Governance

This section shall provide a summary of how CAO is governed by providing, at a minimum, the following information, which may alternatively be posted on its web site:

- Role of the Board
- Election/appointment process of the Board
- Basic qualifications of the Board
- Committees of the Board
- Code of Conduct for Directors
- Board of Directors (including biographies)
- Directors' terms of election/appointment
- Officers (including biographies)
- Organization chart
- CAO contact information

2.4 Financial Statements and Notes

The annual report shall include audited financial statements, including any notes.

2.5 Management Discussion and Analysis

This section shall provide a discussion and analysis intended to assist with an understanding of the material financial changes in CAO's operations over the past fiscal year, to be read along with the financial statements and accompanying notes. This discussion shall include a breakdown of the CAO's finances relating to the fulfillment of its Statutory Mandate and Non-Statutory Business, if applicable.

3. RISK MANAGEMENT FRAMEWORK AND RISK MANAGEMENT PLAN

CAO will conduct a risk assessment and develop a risk management plan that will include:

- (a) CAO's objectives;
- (b) Risks to the achievement of those objectives;
- (c) Risk mitigation strategies;
- (d) Maintenance of a system of internal controls to minimize risk; and
- (e) Documentation of policies and procedures to manage risk.

A summary of the risk management plan shall be provided to the Ministry annually for review at the same time as, or as a component of, CAO's annual business plan.

**Condominium Authority of
Ontario**

**Her Majesty the Queen in right of
Ontario**

Chair

Minister of Government and
Consumer Services

Date:

Date:

SCHEDULE “G” – INITIAL FEE SETTING PROCESS AND CRITERIA

CONDOMINIUM AUTHORITY OF ONTARIO

Application

This Schedule applies exclusively to initial fees, costs or other charges (“fees”) and assessments set by the Condominium Authority that take effect between the date of its designation and December 31, 2017, in accordance with section 1.29 and 1.30 of the Act except for any orders made by the Tribunal directing a party to a proceeding to pay any costs, penalties, damages, or other amounts. This Schedule also does not apply to any changes to such initial fees or assessments, or to incidental administrative fees such as non-sufficient funds charges.

Objectives

In setting fees, the Condominium Authority has the following objectives:

- To comply with clauses 1.29(1)(b) and 1.30(2) of the Act to set and collect fees and assessments relating to the administration of the Act and its powers and duties under the Act;
- To ensure the development of fees and assessments that are consistent with the Condominium Authority’s operating principles and obligations under this Agreement, including the obligation to ensure that the Condominium Authority has adequate resources to comply with the Agreement and the Act;
- To achieve full recovery of all delivery costs, consistent with the ongoing viability of the Condominium Authority as a not-for-profit corporation and at the same time provide service delivery value for stakeholders;
- To ensure that the Board considers the impact of an initial fee or assessment, on condominium corporations and other related entities or individuals; and
- To ensure that stakeholders have input into the fee setting process.

No initial fee or assessment shall come into effect unless it has been approved by the Board and the relevant steps outlined in this Schedule have been completed.

Process for initial fees or assessments that take effect between the date of the Condominium Authority’s designation and December 31, 2017

Every proposal to establish an initial fee or assessment that would take effect between the Condominium Authority’s designation and December 31, 2017 under section 1.29 or 1.30

of the Act shall be subject to a Fee Review Analysis and consultation conducted by the Condominium Authority in accordance with the Fee Review Analysis, Consultation and Notice, and Criteria sections set out below.

Fee Review Analysis

The Condominium Authority shall prepare a Fee Review Analysis that shall be in the form of a business case consisting of a written analysis for the initial fees or assessments that shall include:

- A scan of trends that may be occurring in the condominium sector or otherwise that could impact the Condominium Authority;
- Estimated costs for new, existing or expanded programs, and costs associated with implementing new or amended legislation.
- A rationale based on the Condominium Authority's actual and projected revenues and expenses as well as impact on standards of service;
- A summary of stakeholder comments solicited in accordance with the Consultation and Notice process set out below; and
- A statement of compliance with the Criteria set out below.

Consultation and Notice of Initial Fees and Assessments

The Condominium Authority shall provide the Ministry with written notice of an initial fee or assessment proposal, together with the Fee Review Analysis (not including the summary of stakeholder comments), within ten days after the administrative agreement is signed by both parties. The Condominium Authority shall provide written notice of any additional proposals for initial fees or assessments that would take effect on or before December 31, 2017, at least 30 days in advance of soliciting comments from condominium corporations and sector stakeholder groups, together with the respective Fee Review Analysis.

The Condominium Authority shall solicit comments from condominium corporations and sector stakeholder groups on the proposed fees or assessments for at least 14 days, unless the Minister waives the consultation requirement or authorizes a shorter consultation period. A summary of the comments, once received, shall be forwarded to the Ministry for information, and shall complete the Fee Review Analysis. The Condominium Authority will also provide the Ministry with a copy of the draft notice to condominium corporations at this time.

Notwithstanding the above, unless and until a regulation designating the Condominium Authority as the condominium authority for the purposes of the Act is filed, the

Condominium Authority shall not conduct consultations on its initial fee or assessment proposal, solicit comments from condominium corporations and sector stakeholder groups, or otherwise release its fee or assessment proposal to the public. The Ministry will inform the Condominium Authority if and when such a regulation is filed.

The Condominium Authority shall give concurrent written notice to the Ministry and condominium corporations at least 30 days prior to the initial fee or assessment takes effect, unless the Minister authorizes a shorter notice period.

Criteria

In developing a proposed initial fee or assessment, the Condominium Authority shall give appropriate consideration to the potential impact of the fee or assessment on condominium corporations and other related entities or individuals. In addition, the following criteria shall be considered and addressed:

- Fees and assessments will be set on a cost recovery basis.
 - When setting assessments, the Condominium Authority shall take into account any related fees that will or already exist and how they may offset assessment fees and vice versa.
- Assessments will be designed to cover:
 - costs that cannot be directly attributable to those who pay fees or assessments, including services and activities relating to public education, public awareness, and condominium returns, activities to assist in preventing or resolving disputes, compliance activities, website development and maintenance, governance programs, government oversight and reporting, and general administration; and
 - costs or portions of costs that can be directly attributable to those who use a service, but where the fee charged, if any, does not fully cover the cost of providing the service
- All assessments will be payable at times set by the Condominium Authority.
- The fees charged for different services shall reflect:
 - the comparative costs to the Condominium Authority for providing the services;
 - reasonable access to the services the Condominium Authority provides;
 - deterring frivolous or vexatious use of the Condominium Authority's services; and

- uniformity of application regardless of geographic location
- All fees will be payable when a service is requested or provided. A partial refund may be made (after deducting the Condominium Authority’s costs) for cancelled requests for service. Notwithstanding the above, no refund will be issued for cancellations received after a service has already been delivered.
- A reasonable late fee may be charged for payments, filings, or other submissions, including condominium returns, that are received late. Where applicable, standard business practices will be followed (e.g., interest charged on overdue accounts, etc.). Late fees are not subject to the Fee Setting Process and Criteria outlined in this Schedule.
- Fees set under section 1.29(1)(b)(ii) of the Act may be waived by the Tribunal in accordance with the rules of the Tribunal.

Condominium Authority of Ontario

Her Majesty the Queen in right of Ontario

Chair

Minister of Government and Consumer Services

Date:

Date:

SCHEDULE “H” – FEE SETTING PROCESS AND CRITERIA

CONDOMINIUM AUTHORITY OF ONTARIO

Application

This Schedule applies exclusively to (i) amendments to initial fees, costs or other charges (“fees”) and assessments set by the Condominium Authority where such amendments would take effect between the date of the Condominium Authority’s designation and December 31, 2017; and (ii) new or amended fees and assessments set by the Condominium Authority that take effect on or after January 1, 2018, all in accordance with section 1.29 and 1.30 of the Act except for any orders made by the Tribunal directing a party to a proceeding to pay any costs, penalties, damages, or other amounts. This Schedule also does not apply to any incidental administrative fees such as non-sufficient funds charges.

Objectives

In setting fees, the Condominium Authority has the following objectives:

- To comply with clauses 1.29(1)(b) and 1.30(2) of the Act to set and collect fees and assessments relating to the administration of the Act and its powers and duties under the Act;
- To ensure the development of fees and assessments that are consistent with the Condominium Authority’s operating principles and obligations under this Agreement, including the obligation to ensure that the Condominium Authority has adequate resources to comply with the Agreement and the Act;
- To achieve full recovery of all delivery costs, consistent with the ongoing viability of the Condominium Authority as a not-for-profit corporation and at the same time provide service delivery value for stakeholders;
- To ensure that the Board considers the impact of a new fee or assessment or a change to a fee or assessment, on condominium corporations and other related entities or individuals; and
- To ensure that stakeholders have input into the fee setting process.

No new fee or assessment, or changes to a fee or assessment, shall come into effect unless it has been approved by the Board and the relevant steps outlined in this Schedule have been completed.

A. Process for fee or assessment changes no greater than the cost of inflation

Where the Board has approved a fee change under s. 1.29 of the Act, or an assessment change under s. 1.30 of the Act that is no greater than the cost of inflation, the Condominium Authority shall provide the Minister with at least 30 days advance written notice of the proposed fee or assessment change, following which provide condominium corporations with at least 60 days written notice. In this circumstance, the Fee Review Analysis and the consultations described above are not required. The Minister may waive this 90 day written notice provision if the Board provides evidence satisfactory to the Minister that this notice would result in the Condominium Authority not having the resources needed to comply with the Agreement and the Act.

B. Process for new fees or assessments, or fee or assessment changes greater than the cost of inflation

Every proposal to establish a new fee or assessment under section 1.29 or 1.30 of the Act, or a fee or assessment change in excess of the cost of inflation under section 1.29 or 1.30 of the Act, shall be subject to a Fee Review Analysis and consultation conducted by the Condominium Authority in accordance with the Fee Review Analysis, Consultation and Notice, and Criteria sections set out below.

The Minister may waive this process, or steps in this process, if the Board provides evidence satisfactory to the Minister that the requirement to undertake any or all of these steps would result in the Condominium Authority not having the resources needed to comply with the Agreement, the Act or both.

1. Fee Review Analysis

The Condominium Authority shall prepare a Fee Review Analysis that shall be in the form of a business case consisting of a written analysis for the new fee or assessment, or the fee or assessment change in excess of inflation, that shall include:

- A scan of trends that may be occurring in the condominium sector or otherwise that could impact the Condominium Authority;
- Estimated costs for new, existing or expanded programs as outlined in the Condominium Authority's business plan, and costs associated with implementing new or amended legislation.
- A rationale based on the Condominium Authority's historical, actual and projected revenues and expenses as well as impact on standards of service;
- A summary of stakeholder comments solicited in accordance with the Consultation and Notice process set out below; and

- A statement of compliance with the Criteria set out below.

The Condominium Authority shall provide the Ministry with written notice of the fee or assessment proposal and await the earlier of either receiving written acknowledgment from the Ministry to proceed, or 45 days, before soliciting comments from condominium corporations and sector stakeholder groups, or the fee or assessment proposal otherwise becoming public. The Fee Review Analysis (not including the summary of stakeholder comments) shall be submitted to the Minister at this time.

2. Consultation and Notice

The Condominium Authority shall solicit comments from condominium corporations and sector stakeholder groups on the proposed fee change for a period of 30 days in advance of the written notice described below. A summary of the comments, once received, shall be forwarded to the Ministry for information, and shall complete the Fee Review Analysis. The Condominium Authority shall also provide the Ministry with a copy of the draft notice to condominium corporations described below at this time.

The Condominium Authority shall give concurrent written notice to the Ministry and condominium corporations at least 60 days prior to the new fee or assessment, or the fee or assessment change in excess of the cost of inflation, taking effect.

3. Criteria

In developing a proposed new fee or assessment, or a fee or assessment change in excess of the cost of inflation, the Condominium Authority shall give appropriate consideration to the Condominium Authority's business plan and to the potential impact of the fee or assessment on condominium corporations and other related entities or individuals. In addition, the following criteria shall be considered and addressed:

- Fees and assessments will be set on a cost recovery basis.
 - When setting assessments, the Condominium Authority shall take into account any related fees that will or already exist and how they may offset assessment fees and vice versa.
- Assessments will cover:
 - costs that cannot be directly attributable to those who pay fees or assessments, including services and activities relating to public education, public awareness, and condominium returns, activities to assist in preventing or resolving disputes, compliance activities, website development and maintenance, governance programs, government oversight and reporting, and general administration; and

- costs or portions of costs that can be directly attributable to those who use a service, but where the fee charged, if any, does not fully cover the cost of providing the service.
- All assessments will be payable at times set by the Condominium Authority.
- The fees charged for different services shall reflect:
 - the comparative costs to the Condominium Authority for providing the services;
 - reasonable access to the services the Condominium Authority provides;
 - deterring frivolous or vexatious use of the Condominium Authority's services; and
 - uniformity of application regardless of geographic location.
- All fees will be payable when a service is requested or provided. A partial refund may be made (after deducting the Condominium Authority's costs) for cancelled requests for service. Notwithstanding the above, no refund will be issued for cancellations received after a service has already been delivered.
- A reasonable late fee may be charged for payments, filings, or other submissions, including condominium returns, that are received late. Where applicable, standard business practices will be followed (e.g., interest charged on overdue accounts, etc.). Late fees are not subject to the Fee Setting Process and Criteria outlined in this Schedule.
- Fees set under section 1.29(1)(b)(ii) of the Act may be waived by the Tribunal in accordance with the rules of the Tribunal.

Condominium Authority of Ontario

Her Majesty the Queen in right of Ontario

Chair

Minister of Government and Consumer Services

Date:

Date:

SCHEDULE “I” – PAYMENTS
BY THE CONDOMINIUM AUTHORITY OF ONTARIO

The Condominium Authority of Ontario (“CAO”) agrees to pay an oversight fee to the Minister for each Provincial fiscal year (April 1 to March 31), on the following terms:

1. An annual amount (“the payment”) as determined by the Minister. The purpose of the oversight fee the Minister charges to the CAO is to recoup the government’s costs of the regulatory regime in its entirety. This includes the cost to government of oversight of CAO, responsibility for the development of legislation and regulations relating to the CAO’s Statutory Mandate, and advice to the Minister in the execution of his or her duties in respect of the regulatory regime within his or her mandate. The Ministry will share with CAO the detailed information regarding the calculation of the cost of regulatory oversight upon request.
2. For the 2019-2020 fiscal year and subsequent fiscal years, the Minister shall determine the payment for each year and will notify CAO at least 18 months in advance of the payment being due. If during the fiscal year, the costs of regulatory oversight as determined by the Minister exceed the payment amount, the Minister may, after reasonable notice and prior consultation with CAO, increase the payment amount accordingly.
3. The payment for each fiscal year ending March 31 will be remitted to the Ministry by way of cheque payable to the Minister of Finance within 30 days of the date of the invoice sent by the Ministry each year.
4. Late payments will be subject to interest charged at the interest rate for unpaid debts to the Crown as fixed from time to time by the Lieutenant Governor in Council in accordance with subsection 10(4) of the *Financial Administration Act*.

Condominium Authority of Ontario

Her Majesty the Queen in right of Ontario

Chair

Minister of Government and Consumer Services

Date:

Date:

SCHEDULE “J” – ACCESS AND PRIVACY POLICY

CONDOMINIUM AUTHORITY OF ONTARIO

1.0 Purpose

The purpose of this Policy is to set out how the Condominium Authority of Ontario, including the Condominium Authority Tribunal, will effectively protect, and provide access to, personal information and records held by it.

1.1 Definitions

- (a) the “Act” refers to the *Condominium Act, 1998*.
- (b) “Authority” or “CAO” means the Condominium Authority of Ontario and the Tribunal.
- (c) “Delegated Provisions” means the provisions of the Act specified by the Lieutenant Governor in Council in regulation, and of which the administration is delegated to the Authority in accordance with the Act.
- (d) “Non-Statutory Business” means other activities carried out in accordance with the Authority’s objects or purposes that are outside of its Statutory Mandate.
- (e) “personal information” means any information about a recognizable individual that is recorded in any form. This does not include the name, title, contact information or designation of an individual that identifies the individual in a business, professional or official capacity.
- (f) “record” means any record of information, however recorded, whether in printed form, film, by electronic means or otherwise in the custody and control of the CAO for the fulfillment of the Statutory Mandate.
- (g) “Statutory Mandate” means the exercise of the authority delegated to the Authority pursuant to the Act, which is comprised of
 - i. Part I.2 of the Act; and
 - ii. the Delegated Provisions

but does not include Non-Statutory Business ventures.

- (h) “Tribunal” means the Condominium Authority Tribunal.

2.0 Collection, Use and Disclosure of Personal Information

2.1 Collecting Personal Information

- (a) The Authority will collect personal information only where it is required for its legitimate purposes to fulfill the Statutory Mandate. Personal information shall be collected only by lawful means. The Tribunal may require the collection of personal information or it may receive personal information as part of any proceeding before the Tribunal.
- (b) Subject to subsection 2.1(c), personal information will be collected with written consent directly from the person to whom it relates, not from a third party, and the purpose of the collection and how personal information will be used will be explained at or before the time the information is collected.
- (c) Subsection 2.1(b) shall not apply to information that is being collected as part of a proceeding before the Tribunal or a response to a complaint.

2.2 Using and Disclosing Personal Information

- (a) The Authority must have the written consent of the individual to whom the personal information relates before it can be used, or disclosed to a third party for a purpose other than that for which it was collected, except as set out in subsection 2.2(c).
- (b) Third party access to personal information should only be provided where it can be demonstrated that the third party has put in place means to protect personal information which are comparable to those of the Authority. If personal information is made available to a third party on an ongoing basis, any revised information will be regularly provided. Parties, representatives and other authorized participants in a Tribunal proceeding are not considered to be third parties with respect to the personal information provided or required in a Tribunal proceeding.
- (c) Personal information that has been collected by the Authority in accordance with this Policy may be used or disclosed without the consent of the individual only in the following circumstances:
 - i) If the information is necessary to respond to an emergency;
 - ii) If the information is reasonably required for the Authority to fulfill the Statutory Mandate; or

- iii) If the information is required for the Tribunal to perform its dispute resolution functions under any Act or Regulations, the Tribunal's Rules, or a Tribunal order.

2.3 Protecting Personal Information

The Authority recognizes the importance of protecting the personal information and records in its care. To prevent the unauthorized disclosure, use, copying or modification of personal information in the custody and under the control of the Authority, access to such information shall be restricted using appropriate security mechanisms. The Authority will:

- (a) Take reasonable steps to prevent theft, loss or misuse of personal information and records, and protect them from unauthorized access, modification or destruction;
- (b) Implement physical and organizational protections for paper records;
- (c) Enable passwords and other technological protections for electronic records;
- (d) Take reasonable steps to ensure that personal information held by the Authority is accurate and up-to-date, based upon the information provided to it; and
- (e) Ensure that all employees, the Board of Directors, the Tribunal members, and all consultants or contract workers employed by the Authority have received adequate training to comply with this Policy.

3.0 Retention and Destruction of Personal Information and Records

3.1 Retention of Personal Information and Records

The Authority will retain information for as long as is necessary to fulfill the purpose for which it was collected or for its use in accordance with this Policy, and for 12 months thereafter in order to provide an opportunity for the individual to access their own personal information. A record of personal information may be retained beyond this time period in the following circumstances:

- i) Another law requires or authorizes the retention;
- ii) The record is reasonably required for fulfillment of the Statutory Mandate; or
- iii) The record is transferred to storage or archives for historical research or permanent preservation, provided it is made anonymous of personal information as described in Section 3.2.

Personal information and records that are part of a Tribunal order or decision may be retained indefinitely.

3.2 Destruction of Personal Information and Records

Any records that are retained for historical research or permanent preservation must be made anonymous.

For all records that have fulfilled the purposes for which they were collected, have fulfilled any further uses in accordance with this Policy, and are not to be retained, the record will be destroyed in a manner that is appropriate given its medium:

- i) A paper record of personal information, and all copies, shall be shredded before it is destroyed.
- ii) Electronic data containing personal information is to be deleted from hardware that hosted the data.
- iii) Before hardware that hosted electronic data is discarded or destroyed, all electronic data containing personal information is to be deleted.

4.0 Access to Information

4.1 Accessing Own Personal Information

The Authority will confirm the existence of, and provide an individual access to, their own personal information held by the Authority, except where such access and disclosure would:

- i) constitute an unjustified invasion of another individual's personal privacy, unless that individual consents to the release and disclosure of the information;
- ii) violate a legally recognized privilege, including the deliberative privilege of the Tribunal (which includes notes and draft decisions or reasons of a Tribunal member);
- iii) violate a Tribunal order;
- iv) violate intellectual property law; or
- v) violate provisions of any applicable act, regulation or Tribunal Rule.

To request such access, the individual must submit a request in writing to the Access and Privacy Officer of the Authority. The Authority will, in the normal course, respond to such a request within 5 business days and at no cost, unless such response involves the review

of a large number of records or meeting the request would unreasonably interfere with the operations of the Authority or the Tribunal.

4.2 Corrections, Updates or Completeness of Personal Information

Where an individual disagrees with the accuracy of their personal information on file with the Authority, the individual has the right to challenge its accuracy and demand its amendment.

Following the confirmation of proof of identity and upon request of any corrections or updates by an individual, the Authority shall amend the individual's personal information on file with the Authority to reflect either:

- i) the requested change; or
- ii) if requested by the individual, a statement of disagreement if an amendment was requested but not made, to be attached to the information and the individual's file, which must also be transmitted to any third parties with access to the information.

Amendments to the personal information or records shall be made as soon as practicable, but no later than 30 days from the time that the Authority makes the determination to amend the personal information or record.

4.3 Public Access to Records

The Authority will provide public access to records in its possession unless the release of information would:

- i) constitute an unjustified invasion of personal privacy;
- ii) violate a legally recognized privilege, including the deliberative secrecy of the Tribunal (which includes notes and draft decisions or reasons of a Tribunal member);
- iii) violate a Tribunal order;
- iv) reasonably be expected to threaten the life, health or security of an individual;
- v) involve information that is the substance of deliberations by the Authority's Board of Directors and its committees, including but not limited to agenda, minutes, policy options and analysis, internal advice, proprietary information and advice to government;
- vi) involve commercial, proprietary, technical or financial information related to an individual or commercial enterprise who has supplied the records to the Authority in confidence, if disclosure would result in undue loss or gain, prejudice a competitive

position, or interfere with contractual or other negotiations of such individual or commercial enterprise; or

vii) violate provisions of the Act, the regulations made thereunder or any Tribunal Rule.

To request such access, a member of the public must submit a request in writing to the Access and Privacy Officer of the Authority. The Authority will, in the normal course, respond to such a request within 5 business days and at no cost, unless such response involves the review of a large number of records or meeting the request would unreasonably interfere with the operations of the Authority, including any proceeding before the Tribunal.

4.4 Remedies

If an individual who requested access to information is not satisfied with the Authority's response, the requester may ask the Authority to review the decision. This request for review must be in writing, addressed to the Registrar (or in the absence of a Registrar, the Executive Director), and must describe what aspect of the response the requester wishes to have reviewed. A final decision on the request will be provided within 30 days of receipt of the review request.

If the Authority is unable to respond within 30 days, the Authority shall advise the requester of the date a response can be expected.

5.0 Administration

The Authority will publish in electronic format all policies, practices, standards, codes and brochures pertaining to its management of personal information.

5.1 Privacy Officer

The Authority shall identify an Access and Privacy Officer who is responsible for the Authority's compliance with this Policy and for responding to requests for access to information. The name and contact information for this individual will be made available on the Authority's website. The Authority will investigate all complaints relating to this access and privacy Policy, and will act accordingly based on the results of the investigation. Questions or comments on this Policy may be addressed to the Access and Privacy Officer.

5.2 Review of this Policy

This Policy will be reviewed at regular intervals by the senior officers or Board of Directors of the Authority to ensure that it continues to serve its intended purpose. This may include reviewing:

- i) Procedures in place to protect personal information;
- ii) The effectiveness of procedures for handling complaints relating to this Policy;
- iii) The effectiveness of procedures for addressing information requests; and
- iv) Any other amendments that should be made to improve the operation of this Policy and the protection of personal information.

The Authority will submit any amendments to this Access and Privacy Policy to the Minister of Government and Consumer Services for approval.

**Condominium Authority of
Ontario**

**Her Majesty the Queen in right of
Ontario**

Chair

Minister of Government and
Consumer Services

Date:

Date:

SCHEDULE “K” - NON-STATUTORY BUSINESS POLICY

CONDOMINIUM AUTHORITY OF ONTARIO

AUTHORITY

The Act authorizes the Condominium Authority of Ontario (“CAO”) to carry out other activities in accordance with its objects or purposes, except it cannot engage in commercial activity through a person or entity that is related to the CAO.

This authorizes the CAO to undertake Non-Statutory Business.

POLICY

The CAO will only enter into Non-Statutory Business arrangements that promote and enhance confidence in the condominium sector and that are consistent with its objects, vision and mission. It will operate in compliance with the principles outlined in this policy. The CAO will ensure that all of its employees are aware of and act in accordance with this policy.

POLICY PRINCIPLES

- Commitment to Core Responsibilities and Integrity: The CAO will continue at all times to conduct itself in a manner that maintains its ability to effectively, with high standards of integrity and in a non-conflicted manner, fulfill its Statutory Mandate.
- Fair Business Practices: The CAO will not use its authority to create an unfair business advantage.
- Fair Competition: The CAO shall ensure that all contracts, agreements or understandings are consistent with competition law.
- Financial Independence: The CAO will deliver Non-Statutory Business services that promote and enhance confidence in the condominium sector and generate revenues generally to the benefit – and never to the detriment – of its Statutory Mandate. The CAO will ensure independent financial reporting of Non-Statutory Business services.

COMPLIANCE

The CAO will submit to the Minister a statement for each Non-Statutory Business arrangement confirming that it will not negatively impact its Statutory Mandate and is consistent with this policy. This statement shall be provided to the Minister a minimum of ten (10) business days prior to entering into or bidding on a legally binding contract. The statement shall contain the duration and parties of each contract, and the nature of the work.

The CAO will communicate this policy to its stakeholders to ensure a broad base of understanding. The CAO will monitor its business development activities to ensure this policy is being consistently applied.

The CAO will implement this policy to ensure appropriate treatment of confidential information, proper disclosure of the CAO's role, and decision-making that is fair and sound.

Upon request of the Minister, the CAO will engage a third-party to conduct a review of compliance with this policy. In addition, the CAO shall make a summary of findings of the review available to the public, including by posting on the CAO's website.

**Condominium Authority of
Ontario**

**Her Majesty the Queen in right of
Ontario**

Chair

Minister of Government and
Consumer Services

Date:

Date: