



# CONDOMINIUM AUTHORITY TRIBUNAL RULES OF PRACTICE

Effective September 21, 2020

## INTRODUCTION

These Rules outline how the Condominium Authority Tribunal (the CAT) operates, and what you need to know or do when you are involved in a dispute that comes to the CAT.

The CAT is part of the Condominium Authority of Ontario. The CAT provides a forum for people to resolve condominium-related disputes through a convenient online system that produces Settlement Agreements, Consent Orders, and legally binding Decisions that everyone must follow. The CAT's legal powers come from the *Condominium Act, 1998*.

The CAT is committed to tribunal excellence, focussing on its Users, resolving disputes fairly and efficiently, and promoting harmonious condominium communities.

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## A. GENERAL

### 1. Purpose

- 1.1 These Rules outline how the Condominium Authority Tribunal (the CAT) operates, and what Users need to know or do when they are involved in a Case at the CAT.
- 1.2 The Chair of the CAT may issue Practice Directions to provide further information about the CAT's practices or procedures.

### 2. Using These Rules

- 2.1 These Rules will be used by the CAT in a way that:
  - (a) promotes the fair, timely and efficient resolution of disputes;
  - (b) recognizes the Users' needs for a clear and easy to use process and system, including Users without legal representation;
  - (c) encourages the settlement of disputes without a Hearing;
  - (d) supports fair, focused and efficient processes, that are flexible depending on the complexity of the Case and how the outcome could affect the Parties or others; and
  - (e) ensures that, if a Hearing is needed, Users have a reasonable opportunity to be heard by an independent and unbiased decision maker.
- 2.2 These Rules should be read and understood together with the Statutory Powers Procedure Act and *Condominium Act, 1998*.

### 3. Definitions (French terms in brackets)

- 3.1 In these Rules,
  - (a) "Application" (requête) means an Application to the CAT under section 1.36 of the Condominium Act, 1998 to resolve a dispute, or under section 1.47 of the Act about a Settlement Agreement that has not been followed. Once accepted, the Application is referred to as the Case.
  - (b) "Applicant" (requérant) means the Party who files an Application with the CAT. This could be the owner or mortgagee of a condominium unit, or a condominium corporation.



- (c) “CAT-ODR” (RDL-TASC) means the CAT’s online dispute resolution system.
- (d) “Case” (dossier) means the CAT’s proceeding, under section 1.36 of the Condominium Act, 1998 to resolve a dispute, or under section 1.47 of the Act about a Settlement Agreement that has not been followed.
- (e) “Consent Order” (ordonnance sur consentement) means an Order that the CAT makes with the Parties’ agreement.
- (f) “Decision” (décision) means the reasons for a CAT Member’s judgement, usually provided along with an Order after a Case closes in Stage 3 – Tribunal Decision.
- (g) “Document” (document) means a written document, image, audio recording, or any file with information recorded or stored by any means.
- (h) “Hearing” (audience) means the process in Stage 3 – Tribunal Decision where the Parties have an opportunity to present evidence and make arguments to support their position in the dispute before a CAT Member who will then make a legally binding Order. A Hearing may be held through the CAT-ODR system, telephone conference call, videoconference, or other methods.
- (i) “Intervenor” (intervenant) means an individual or legal entity, or a condominium corporation that has a right to participate in a CAT Case under these Rules. Intervenors shall become parties when they join the CAT case.
- (j) “Mediator” (médiateur) means a person who is assigned by the CAT to help explore ways to settle the Case.
- (k) “CAT Member” (membre du TASC) means a person who is appointed to the CAT to mediate and decide Cases.
- (l) “Occupant” (occupant) means an individual or legal entity that occupies a unit that they do not own. This includes residential and commercial tenants.
- (m) “Order” (ordonnance) means a legal direction or instruction that everyone must follow.
- (n) “Owner” (propriétaire) means a person or legal entity that owns a condominium unit (i.e., is listed as the owner of the property at an Ontario land registry office).
- (o) “Party” (partie) means the Applicant(s) and Respondent(s), an Intervenor that joins the case, or any other person or legal entity granted Party status by a CAT Member.



- (p) “Representative” (représentant) means a person who acts for a Party in a Case.
- (q) “Respondent” (défendeur) is the Party (either a person or a corporation) that has the right to respond to the Applicant(s)’s Case.
- (r) “Settlement Agreement” (accord de règlement) means a written agreement between the Users to resolve the issues in dispute and close the Case.
- (s) “Tribunal” (tribunal), or “CAT” (TASC) means the Condominium Authority Tribunal of the Condominium Authority of Ontario.
- (t) “User” (utilisateur) means the Parties, their Representatives, and any intervenor(s).

**Note:** All references to a specific time of day in any material or message produced or sent by the CAT are references to Eastern Daylight Time (during the spring and summer) and Eastern Standard Time (during the fall and winter).

#### 4. Tribunal Powers

- 4.1 The CAT may give directions or make Orders to provide a fair, focused and efficient process in each Case.
- 4.2 The CAT may make Orders or give directions to prevent abuse of its processes.
- 4.3 The CAT may vary or waive the application of a rule on its own initiative or on request of a User except where to do so is prohibited by law.
- 4.4 The CAT may give directions or make Orders on receipt of a request, or without a request from a User.
- 4.5 If the CAT finds that a Party has filed a vexatious Application or has participated in a CAT Case in a vexatious manner, the CAT can find that Party to be a vexatious litigant and dismiss the proceeding as an abuse of the CAT’s process. The CAT may also require that a Party found to be vexatious to obtain permission from the CAT to file any future Cases or continue to participate in an active Case.

#### 5. Confidentiality

- 5.1 All messages, settlement offers, and documents that are shared in Stage 1 - Negotiation or Stage 2 - Mediation are private and confidential. Messages, settlement offers, or documents that were provided in these stages cannot be made public or used in Stage 3 - Tribunal Decision, unless the Users agree and the CAT allows it.



- 5.2 CAT Members cannot be compelled to give testimony or produce documents in any civil proceeding relating to matters that come to their attention while assigned to Cases in Stage 2 – Mediation.

## **B. CAT CASES**

### **6. Cases**

- 6.1 Unless the CAT allows another method, all Users must use the CAT-ODR system to communicate, and exchange documents and messages.
- 6.2 A Case begins when the CAT accepts an Application that has been filed about a dispute that the CAT has the legal power to decide.

### **7. Participation**

- 7.1 The CAT's purpose is to help resolve disputes. This requires Users to participate in the Case and make a genuine effort to resolve the dispute.
- 7.2 All Users must:
- (a) participate in the way that the CAT directs, including e-mail or other online communications, telephone conference calls, videoconferences and other methods;
  - (b) have enough information and instructions to effectively participate in the Case, and have the authority to make agreements or settle any issues;
  - (c) act in good faith by being honest and not using the CAT-ODR system or CAT processes for an improper purpose;
  - (d) not allow anyone to falsely represent them in the CAT-ODR system;
  - (e) communicate in a way that is timely, courteous and respectful of everyone; and
  - (f) follow the directions and Orders of the CAT Member.

### **8. Representation**

- 8.1 A Party may be represented by:
- (a) a lawyer or paralegal licensed by the Law Society of Ontario; or



- (b) a person who is exempt from the Law Society’s licensing requirements. This includes a friend or family member who is helping without receiving any fee; or a person who is a licensed condominium manager.
  - 8.2 Representatives must have the authority to act and to enter into Settlement Agreements and Consent Orders on behalf of the entities they represent.
  - 8.3 A Representative may do anything a Party may do on their behalf. Representatives must follow any CAT directions or Orders for the Party they represent.
  - 8.4 If there is any change in Representatives, the change must be made immediately in the CAT-ODR system. When a change occurs, the CAT may make directions, Orders or changes to ensure that the process is fair and to prevent unnecessary delays.
  - 8.5 The CAT may disqualify a Representative that is not licensed by the Law Society of Ontario from appearing before it if the Representative’s appearance would lead to an abuse of process.
9. **Delivery of Electronic Documents**
- 9.1 Documents must be in an electronic form and delivered by using the CAT-ODR system, unless the CAT allows or requires delivery by e-mail or another method.
  - 9.2 The CAT may require that documents be delivered by a certain time, and in a certain format or quality, or with limits in file size or number of files.
  - 9.3 If documents are not in an acceptable format, quality, number or size, the CAT may require the person who provided those documents to provide them in an acceptable way.
10. **Communications and Contact Information**
- 10.1 Every User must provide their contact information in the CAT-ODR system. If their contact information changes, they must update their information in the CAT-ODR system as soon as possible. Contact information includes:
    - (a) an e-mail address; and
    - (b) a mailing address.
  - 10.2 Every User must check the CAT-ODR system and their e-mail for communications related to their Case at least once every weekday (i.e., Monday to Friday, except for holidays), or as often as directed by the CAT.



## 11. No Contact with CAT Members

- 11.1 No User or member of the public shall contact or attempt to contact a CAT Member outside of the CAT-ODR system unless specifically directed to do so by that CAT Member.

## 12. Availability

- 12.1 Users are expected to actively participate in the case while it is open. If a User will be unavailable and requires an adjournment or a delay while a Case is in Stage 2 or Stage 3, they must notify the CAT Member assigned to the Case in advance and follow any directions or Orders the CAT Member gives. CAT Members will proactively notify Users of any periods of unavailability.

## 13. Sale of Unit

- 13.1 If a Party sells their unit while their Case is still open (e.g., they have completed the sale and are no longer the owner of the unit), they must immediately notify the CAT.
- In Stage 1, notifications can be sent by email to [CATinfo@condoauthorityontario.ca](mailto:CATinfo@condoauthorityontario.ca)
  - In Stage 2 or Stage 3, Parties should notify the CAT Member assigned to the Case.

## 14. Act Ceases to Govern Property

- 14.1 If the *Condominium Act, 1998* ceases to govern the property that is the subject of an active Case, the parties must immediately notify the CAT. This might occur, for example, upon sale of the property under [section 124 of the Act](#).
- In Stage 1, notifications can be sent by email to [CATinfo@condoauthorityontario.ca](mailto:CATinfo@condoauthorityontario.ca)
  - In Stage 2 or Stage 3, Parties and Intervenors should notify the CAT Member assigned to the Case.

## 15. Intervenors

- 15.1 When an Application is filed by one or more Applicants against a non-owner Occupant of a condominium unit (e.g., a tenant), the Applicant will be required to identify and deliver the Notice of Case to the owner of the unit as an Intervenor.
- 15.2 When an Application is filed by one or more Applicants against the owner of a unit that is occupied by another individual, the Applicant will be required to identify and deliver the Notice of Case to the Occupant of the unit as an Intervenor if the case relates to the acts or omissions of that Occupant.



- 15.3 A condominium corporation that is not already a Party to an Application filed against a unit Owner and/or Occupant of that condo corporation is entitled to participate in that case as an Intervenor. Applicants filing such applications will be required to identify and deliver the Notice of Case to the condominium corporation as an Intervenor.
- 15.4 If an Intervenor described in Rule 15.1, 15.2 or 15.3 joins a CAT case after receiving a notice, they will become a party when they join the case and will then have all of the rights and responsibilities of a Party, as described under the *Condominium Act, 1998* and these Rules.
- 15.5 If an Intervenor abstains from voting on a settlement offer in Stage 1 – Negotiation and all other Parties agree to that settlement offer, a Settlement Agreement will be issued, and the Case will be closed.

## 16. Joint Cases

- 16.1 Two or more people may file a Case as joint Applicants if they agree to have one Applicant or Representative act for all the Applicants in the Case.
- 16.2 The CAT may direct that two or more Cases be joined or heard together, or be heard separately, if the CAT believes it would be fair to do so.
- 16.3 In Cases that are heard together, evidence presented will be treated as the evidence for each of the Applicants, unless the CAT directs otherwise.

## 17. Early Dismissal

- 17.1 The CAT can dismiss a Case at any time in certain situations, including:
  - (a) Where a Case is about issues that are so minor that it would be unfair to make the Respondent(s) go through the CAT process to respond to the applicant(s)'s concerns;
  - (b) Where a Case is about issues that the CAT has no legal power to hear or decide;
  - (c) Where the Applicant(s) is using the CAT for an improper purpose (e.g., filing vexatious Applications);
  - (d) Where the Applicant(s) has filed documents with the CAT that the Applicant(s) knew or ought to have known contain false or misleading information;
  - (e) Where the CAT has found that the Applicant has abandoned their Case because the Applicant no longer wants to continue or is no longer actively involved in the Case; or



- (f) Where the Respondent has not joined the Case and the Applicant has either not delivered all of the Notices as required, or where the Applicant has delivered all of the required notices but has not moved the case forward to Stage 3 – Tribunal Decision.

## 18. Delivery of Physical Documents

18.1 If the Rules or the CAT requires a paper document or any other physical object to be delivered, it may be delivered by:

If the recipient is a condominium corporation...

- (a) Personally giving it to:
  - a member of the condominium corporation's board of directors; or,
  - the condominium corporation's condominium manager.
- (b) Sending it by regular mail to:
  - the condominium corporation's address for service, as shown in the CAO's Public Registry; or,
  - the address for service for the condominium corporation's condominium manager or condominium management service provider, as shown in the CAO's Public Registry.

If the recipient is a unit owner...

- (a) Personally giving it to:
  - the unit owner; or,
  - an adult occupant/resident of the unit who confirms that the unit owner is also an occupant/resident.
- (b) Sending it by regular mail to:
  - the address for service for the unit owner, as shown in the record of owners and mortgagees that the condominium corporation is required to maintain under section 46.1 of the *Condominium Act, 1998*; or,
  - the unit's address, if there is no address for service listed in the record of owners and mortgagees that the condominium corporation is required to maintain under section 46.1 of the *Condominium Act, 1998*.

If the recipient is an Occupant...

- (a) Personally giving it to the Occupant.
- (b) Sending it by regular mail to the unit's address.



- 18.2 When a User or the CAT delivers a physical document, that document is considered to be received at the following times:
- (a) if delivered by mail, five days after the postmark date on the envelope; or,
  - (b) if personally delivered, at the time when it is delivered to the person.
- 18.3 The CAT may require the sender of a paper document to prove its delivery by giving delivery details as the CAT requires.
- 18.4 If a User fails to deliver a paper document as required, the CAT may:
- (a) proceed with the Case if satisfied there will be no prejudice to the User entitled to receipt of the document;
  - (b) adjourn the Case; or,
  - (c) dismiss the Case or request.
- 18.5 If a User fails to deliver a paper document as required by this section, the CAT may still deem it to have been validly delivered if it is proven that the document's contents came to the attention of the person or entity for whom it was intended within the required time period.

## 19. Public Access

- 19.1 In addition to these Rules and any direction or Order of the CAT, the CAT will also be guided by the Access and Privacy Policy of the Condominium Authority of Ontario.
- 19.2 The public may have reasonable access to adjudicative records related to Stage 3 - Tribunal Decision, including documents and messages that are uploaded or sent through the CAT-ODR system. This public access may be delayed until after the Case is closed.
- 19.3 Any person may request that the CAT close all or part of a Case to the public or restrict public access to the CAT's adjudicative records. Requests under this section can be made at any time, even after the case has closed.
- 19.4 The CAT may take any steps and make any directions or Orders that are needed to protect the confidentiality of personal information. The CAT may do this after a request or without a request from a User, in accordance with the CAO's Access and Privacy Policy.



## 20. Human Rights Code Needs

20.1 The CAT is committed to accessibility and equal access to its services. All Users who have needs related to the Human Rights Code have a right to equal access to the CAT's services. Users with Code-Related accessibility needs should inform the CAT as soon as possible.

## 21. English or French

21.1 Cases may be conducted in English or French, as guided by the CAT's French Language Services Policy.

21.2 A User may change their preferred language for participation from English to French or from French to English. Users must notify the CAT of any change in language preference as soon as possible.

## C. FILING AN APPLICATION

### 22. Filing an Application with the CAT

22.1 The Applicant(s) can file an Application with the CAT only through the CAT-ODR system, unless the CAT allows for another method.

22.2 The CAT may review an Application to identify issues such as whether it is incomplete, late, or about a dispute that the CAT has no legal power to decide. The CAT will inform the Applicant(s) what they can do to try to fix any problems and may request that additional information or documents be required to ensure that the CAT has jurisdiction over the issues in dispute. These problems may include the Application being:

- (a) incomplete;
- (b) late; or
- (c) about a dispute that the CAT may have no legal power to hear or decide.

22.3 If the Applicant(s) do not respond to or address the issues identified, the CAT, the CAT will inform the Applicant(s) in writing that it will not be allowed to continue and provide reasons why. The Applicant(s) will have a chance to explain why the Application should be allowed to continue. Based on the response, a CAT Member will decide to either dismiss the Case or allow it to continue.

22.4 When the Application is accepted, the CAT will give the Applicant a Notice of Case with instructions about how to deliver this Notice to the Respondent(s) and any Intervenor(s). The Notice of Case has information about how the



Respondent(s) and Intervenor(s) can join the CAT-ODR system to participate in the Case.

- 22.5 The Applicant(s) must deliver the Notice of Case to the Respondent(s) and to the Intervenor(s) (if any). This Notice can be delivered by any of the methods described in section 18.1.

### 23. Applications filed by Multiple Applicants

- 23.1 If an Application involves multiple Applicants, all Applicants must have joined the Application before it can be submitted to the CAT.
- 23.2 The Applicant who initiated the Case (also called the Primary Applicant) must pay the CAT fees to file the Application and to move the Case from Stage 1 to Stage 2 or from Stage 2 to Stage 3.
- 23.3 The CAT may remove an Applicant from an application or Case for failing to participate. The CAT will only remove an Applicant in response to a unanimous request from the other Applicants and will notify the Applicant and give them an opportunity to participate in the case before they are removed.

### 24. Joining a Case

- 24.1 The Respondent and/or any Intervenor that receives a Notice of Case must join the Case using the CAT-ODR system within seven days of receipt, unless the CAT allows for another method.

### 25. Process in the absence of the Intervenor(s)

- 25.1 If any Intervenor does not respond to the Notice of Case or any further notices that the CAT has directed the Applicant to deliver, the Case will proceed through the dispute resolution process (beginning in Stage 1 – Negotiation) without any further notice to the Intervenor.
- 25.2 Intervenors who have received a Notice of Case may join active Cases at any time, even if the Case has proceeded to Stage 3. If the Case has already commenced, the Intervenor will join the Case in its current stage.

### 26. Process in the Absence of the Respondent(s)

- 26.1 If any Respondent does not respond to the Notice of Case or any further notices that the CAT has directed the Applicant to deliver to the Respondent, the Applicant may ask the CAT to make an Order without hearing further from that



Respondent. In these circumstances, the Case will proceed immediately to Stage 3 – Tribunal Decision.

26.2 A Respondent or Intervenor is considered to have not responded if the following Notices were delivered using one of the delivery methods in Rule 18 and they have not joined the Case:

- (a) a paper copy of the Notice of Case
- (b) a paper copy of the Second Notice of Case
- (c) a paper copy of the Final Notice of Case

26.3 Respondents may join active Cases at any time, even if the Case has proceeded to Stage 3. If the Case has already commenced, the Respondent will join the Case wherever it is in the process.

## D. STAGE 1 – NEGOTIATION

### 27. Negotiation

27.1 During this stage, the Users will use the CAT-ODR system to negotiate by exchanging settlement offers, documents and messages. If the Users agree to settle the issues in dispute in this stage, the CAT-ODR system will automatically create a Settlement Agreement that includes the terms they agreed upon. If the Users do not agree to settle the issues in dispute, the Applicant(s) can choose to pay the fee and move the Case to Stage 2 – Mediation.

Generally, Stage 1 – Negotiation will occur without intervention or assistance from the CAT, but Users can notify the CAT if a User is behaving improperly or not following a CAT direction or Order.

### 28. Ending Stage 1

28.1 The CAT will end Stage 1 and close the Case if:

- (a) the Users have reached a Settlement Agreement that resolves all the issues in dispute;
- (b) the Applicant(s) have properly informed the CAT that they are withdrawing their Case;

**Note:** If there are multiple Applicants and one or more, but not all, of the Applicants withdraw from the Case, the Case will remain open with the remaining Applicants.

- (c) the Users notify the CAT that they have resolved the issues in dispute; or
- (d) there has been no activity on the Case by any User in the CAT-ODR system for more than 30 days.



- 28.2 The Applicant(s) may move from Stage 1 to Stage 2 by paying the Stage 2 Fee.
- 28.3 If the Case involves multiple Applicants, the Case will only move to Stage 2 if all Applicants agree.

## **E. STAGE 2 – MEDIATION**

### **29. Mediation**

- 29.1 In this stage, the CAT assigns a Mediator to work with the Users to try to resolve the issues in dispute. If the Users agree to settle the issues in dispute in this stage, the CAT-ODR system will provide them with either a Settlement Agreement or a Consent Order that includes the terms they agreed upon. If the Users do not agree to settle, the Mediator will discuss how to prepare for a Hearing in Stage 3 – Tribunal Decision. The Applicant can then choose to pay the fee and move the Case to Stage 3 – Tribunal Decision.

### **30. Assignment of CAT Members**

- 30.1 The CAT Chair (or their delegate) may assign a CAT Member or any other person as the Mediator in Stage 2.

### **31. Directions and Communications**

- 31.1 The Mediator may give directions to ensure that the mediation is properly conducted, and that the Users have enough information and understanding of the issues to properly agree to any settlement. A Mediator who is a CAT Member may make Orders that the Users must follow.
- 31.2 The Mediator may sometimes communicate confidentially with only one User. If the Mediator does this, the Mediator will inform the other Users about the one-on-one communication, without saying what was discussed.

### **32. Ending Stage 2**

- 32.1 If the Mediator believes that the Users are unlikely to agree to settle the Case, the Mediator will discuss their readiness for Stage 3 - Tribunal Decision. This includes:
  - (a) identifying the facts they can agree on;
  - (b) identifying what witnesses and evidence they want to use;
  - (c) discussing how to simplify the issues;



- (d) explaining what to expect and how stage 3 will work;
- (e) anything else that may help the Stage 3 - Tribunal Decision process be fair, focused and efficient.

32.2 The Applicant(s) may pay the Stage 3 fee and move the Case from Stage 2 to Stage 3 after the Mediator has allowed them to do so.

32.3 The CAT will end Stage 2 and close the Case if:

- (a) the Users have agreed to a Settlement Agreement that resolves the issues in dispute;
- (b) the Users agree to the CAT making a Consent Order that resolves the issues in dispute;
- (c) the Applicant(s) has properly informed the CAT that they are withdrawing their Case, or that the Users have settled the Case;

**Note:** If there are multiple Applicants and one or more, but not all, of the Applicants withdraw from the Case, the Case will remain open with the remaining Applicants.

- (d) the Mediator finds that the Applicant(s) has abandoned the Case because there has been no discussion on the CAT-ODR system for more than 30 days, or the Applicant(s) has not paid the Stage 3 fee for more than 30 days; or,
- (e) The Mediator dismisses the Case (e.g., because the Mediator determines the Case was filed for an improper purpose or that the CAT does not have jurisdiction to deal with the issues in dispute).

32.4 If the Case involves multiple Applicants, the Case will only move to Stage 3 if all Applicants agree.

### 33. [Mediator's Refusal of Settlement Agreement or Consent Order](#)

33.1 Mediators can refuse to incorporate the terms agreed upon by the Users into a Settlement Agreement or Consent Order if they conclude that the terms violate the *Condominium Act, 1998*, or another law.

### 34. [Stage 2 Summary and Order](#)

34.1 If the Applicant(s) has paid the fee for Stage 3, the Mediator will prepare a Stage 2 Summary and Order. This document will be given to the Users and used by the CAT Member who hears and decides the Case in Stage 3. This document will:

- (a) summarize the issues that the CAT should decide. It will also identify if any issues have been resolved. The summary will respect the



confidentiality of the communications and settlement offers in Stage 2;  
and,

- (b) include any Orders about the procedures the Users must follow to make Stage 3 fair, focused and efficient.

## **F. STAGE 3 – TRIBUNAL DECISION**

### **35. Tribunal Decision**

- 35.1 In this stage, the CAT assigns a CAT Member to hear the arguments and evidence and decide the Case. The CAT Member uses the CAT-ODR system to manage the Hearing by giving Users the ability to exchange messages and documents. At the end of the Hearing, the CAT Member applies the law and makes a final and legally binding Decision that everyone must follow.

### **36. The Schedule**

- 36.1 In Stage 3, the CAT Member manages the Hearing through the Schedule. The Schedule is used to give Users permissions to perform actions in the CAT-ODR system, including posting messages in the “Written Hearing” tab, uploading documents or evidence in the “Documents” tab, or adding witnesses in the “Witnesses” tab.

### **37. Assignment of Members**

- 37.1 The Chair (or their delegate) will assign one or more CAT Members to hear and decide a Case in Stage 3 - Tribunal Decision.
- 37.2 If two or more CAT Members are assigned to hear and decide a Case in Stage 3, one of the Members shall be assigned as the Presiding Member, and this Member will be responsible for managing the Stage 3 process.
- 37.3 If three CAT Members are assigned to hear and decide a Case in Stage 3, the decision of a majority of Members shall be the Decision of the CAT. If two CAT Members are deciding a Case and they do not agree on a Decision, the Decision of the Presiding Member shall be the Decision.

### **38. Disclosure of Documents, Information and Evidence**

- 38.1 All Users are responsible for providing evidence to support their positions.



- 38.2 All Users must use the CAT-ODR system to deliver their documents and evidence to the other Users. This is normally done at the beginning of Stage 3 and is called “disclosure.” Disclosure typically includes:
- (a) all documents that the User will use as evidence in Stage 3; and,
  - (b) a list of witnesses whom the User wants to give evidence in Stage 3, together with a short summary of each witness’s evidence.
- 38.3 At any time during Stage 3, the CAT may require a User to disclose any documents or other material if the CAT considers it necessary for a better understanding of the issues in dispute, unless the CAT is satisfied the document or material is privileged.
- 38.4 Users must follow the CAT’s Orders or directions about what, how and when any documents, information or evidence must be delivered. If a User fails to follow these Rules or the CAT’s Orders or directions about disclosure of documents, information, or evidence, that User may not use that document or information or call the witnesses to give evidence, unless the CAT otherwise allows.

## 39. Witnesses

- 39.1 Unless a CAT Member allows another method, witnesses must give their evidence in writing. The CAT will give directions about:
- (a) how and when the witnesses may give evidence;
  - (b) how and when Users can make submissions about a witness’s evidence or ask a witness questions; and,
  - (c) how and when a witness can receive or answer questions from a User or the CAT.
- 39.2 A User must say how they want their witness to give evidence. For example, witnesses can provide their evidence by e-mail, telephone, videoconference, or by another method allowed by the CAT Member. The User must also provide a brief summary of the evidence that their witness is expected to give. The CAT Member assigned to the case will determine how the witness provides their evidence.
- 39.3 The CAT may accept as true any facts in that witness’s evidence that the other Users have not clearly disagreed with.

## 40. Witness Summons

- 40.1 The CAT may issue a summons to a witness on the request of a User, or without a request.



- 40.2 When a User requests a summons, they must give a brief explanation of the evidence the witness is expected to give that is relevant to the dispute.
- 40.3 A User who asks for a summons must follow the instructions on the summons form and deliver a paper copy of the summons to the witness together with the payment for attendance that is required under the Rules of Civil Procedure of the Superior Court of Justice.

#### 41. Ending Stage 3

41.1 The CAT will end Stage 3 and close the Case if:

- (a) The CAT Member has concluded the Hearing and issued their Decision on the issues in dispute;
- (b) the Users agree to the CAT making a Consent Order that resolves the issues in dispute;
- (c) the Applicant(s) has properly informed the CAT that they are withdrawing their Case and the CAT Member has agreed to allow them to withdraw;

**Note:** If there are multiple Applicants and one or more, but not all, of the Applicants withdraw from the Case, the Case will remain open with the remaining Applicants.

- (d) the Users notify the CAT Member that the Users have resolved the issues in dispute;
- (e) the CAT Member finds that the Applicant(s) has abandoned the Case; or,
- (f) the CAT Member dismisses the Case (e.g., because the CAT Member determines the Case was filed for an improper purpose or that the CAT does not have jurisdiction to deal with the issues in dispute)

#### 42. Member's Refusal of Settlement Agreement or Consent Order

42.1 CAT Members can refuse to incorporate the terms agreed upon by the Users into a Settlement Agreement or Consent Order if they conclude that the terms violate the *Condominium Act, 1998*, or another law.

### G. AFTER CASE CLOSURE

#### 43. Correcting and Clarifying Orders and Decisions

- 43.1 The CAT may at any time correct a typographical error, a calculation error, or similar error in its Order or Decision.
- 43.2 The CAT may at any time make minor changes to an Order or Decision to clarify wording that is unclear or incorrectly stated.



- 43.3 A User has 30 days after receiving the Order or Decision to ask the CAT to make this kind of minor correction or clarification. The User must deliver their request to the other Users and to the CAT.
- 43.4 A request for a clarification under this section must:
- be in writing;
  - include the CAT Case number;
  - identify the parts of the Order or Decision that includes a typographical, calculation, or similar error or which are unclear; and,
  - identify the specific change(s) requested.
- 43.5 The CAT may respond to a request for review without hearing from the other Users, and the CAT does not have to give any reasons for its response.
- 43.6 A User may ask the CAT to stay its Order (i.e., make it temporarily unenforceable) when making a request for a correction or clarification under this rule. The request must be in writing and must describe the prejudice the User will experience if the Order is not stayed.
- 43.7 This Rule cannot be used to ask a CAT Member to make substantive changes to their Order or Decision. If a User makes a request for substantive changes, the CAT may refuse it without providing any further reasons.

#### 44. Reopening a Case After a User Failed to Participate

- 44.1 The CAT may reopen all or part of a Case if the Case was closed after a User:
- (a) failed to appear or participate in all or part of a Case; or,
  - (b) failed to respond to a request or communication from the CAT.
- 44.2 A User has 15 days after the Case has closed to request that it be re-opened. The User must deliver their request to the other Users and to the CAT. The User's request must give details about:
- (a) why the User failed to appear or participate, or failed to respond; and
  - (b) why it is unfair for the User if the Case is not reopened.
- 44.3 The CAT may respond to the request for review without hearing from the other Users, and the CAT does not have to give any reasons for its response.

## H. COSTS



#### 45. Recovery of Fees and Expenses

- 45.1 The CAT may order a User to pay to another User or the CAT any reasonable expenses or other costs related to the use of the CAT, including:
- (a) any fees paid to the CAT by the other User;
  - (b) another User's expenses or other costs that were directly related to this other User's participation in the Case; and,
  - (c) costs that were directly related to a User's behaviour during the Case that was unreasonable, for an improper purpose, or that caused an unreasonable delay.
- 45.2 If a Case is not resolved by Settlement Agreement or Consent Order and a CAT Member makes a final Decision, the unsuccessful User will be required to pay the successful User's CAT fees and reasonable dispute-related expenses, unless the CAT member decides otherwise. This does not include legal fees.
- 45.3 A User who fails to pay any amounts ordered to be paid to the CAT may not file a new Application until all outstanding amounts have been paid.

#### 46. Legal Fees Generally Not Recoverable

- 46.1 The CAT will not order a User to pay to another User any fees charged by that User's lawyer or paralegal, unless there are exceptional reasons to do so.