

Condominium Authority of Ontario/Condominium Management Regulatory Authority of Ontario Memorandum of Understanding

Revised: January 9, 2023

Preamble

The Condominium Authority of Ontario (CAO) and the Condominium Management Regulatory Authority of Ontario (CMRAO) or (each a Party and collectively the Parties) are organizations with distinct consumer protection mandates for condominium living in Ontario.

The CAO provides consumer protection through its delivery of information, education and dispute resolution services for Ontario's condominium communities, including buyers, owners, renters and condominium board directors.

The CMRAO provides consumer protection for Ontarians living and investing in condominiums. Through effective regulation, the CMRAO strengthens the condominium management profession and helps to protect consumers in Ontario's complex and rapidly growing condominium sector.

Since their launch in 2017, the CAO and the CMRAO have shared resources and collaborated in key areas in support of condominium living in Ontario and reduced their costs through financial and operational efficiencies.

Purpose

This MOU establishes how the two organizations will work together to uphold and support their integrity, efficiency, and effectiveness, support the achievement of their respective consumer protection mandates, and maintain the protection of Personal and Confidential Information.

Further, this MOU describes the relationship between the CAO and the CMRAO and provides a framework for ongoing coordination.¹

Guided by these goals, both organizations will undertake the measures outlined in this document in three key areas of coordinated activities:

- 1) financial arrangements and resource sharing;

¹ Terms used in this MOU are defined in Schedule A.

- 2) co-ordination of communications and common activities; and
- 3) exchange of information.

Guiding Principles

The following guiding principles apply to all aspects of this MOU:

- Recognition that each organization is
 - Independent;
 - Created and mandated by organization-specific legislation;
 - Led by separate independent boards of directors, and
 - Accountable to the Minister through an administrative agreement;
- Each organization will collaborate to advance consumer protection, minimize red tape, enhance client services and deliver value for money to Ontario's condominium sector;
- Respect for and recognition of the independence of each organization, and, in particular, the Condominium Authority Tribunal (CAT) as the impartial body, authorized by legislation to resolve specified disputes that may involve constituents or stakeholders of both organizations;
- Commitment to protecting Personal Information; and
- Sharing of resources to minimize operational costs for each organization, where appropriate.

Legislative Authority

This MOU is entered into by the CAO and the CMRAO under authority granted in the Condo Act, and the CMSA.

In the event of any conflict between the MOU and any statute or regulation, the statute or regulation prevails.

Mandate and Responsibility of Parties

The CAO provides value and strengthens consumer protection for Ontarians who live in or own a condo through an ecosystem of digital services that are cost-effective and accessible, including:

- Easy-to-use information for condominium communities available 24/7 on its website;

- Resources, tools and guided steps that can be of assistance in the resolution of common issues collaboratively before they escalate into disputes;
- Dispute resolution services through the Condominium Authority Tribunal, Canada's first fully online tribunal;
- Easy-to-navigate condominium returns and notice of change systems to help condominium corporations fulfill their legal duties to file annual returns and to remain transparent;
- A searchable condo registry containing information on every condominium corporation in Ontario;
- Mandatory education and training for condominium directors to help them understand their oversight and legal obligations;
- A mandatory condo buyers' guide to help Ontario's residential condominium buyers navigate the process of purchasing and owning their condominium; and
- 19 condominium forms that are to be used by owners and condominium corporations under the Condo Act.

CAO's highly skilled information services team enhances delivery of these services by responding to inquiries and providing information and guidance on complex issues by email and phone.

As a regulator, the CMRAO provides consumer protection to Ontarians living in and owning condominiums by regulating and licensing condominium managers and management provider businesses.

The CMRAO protects the public interest by:

- **Administering a mandatory licensing system** for all condominium managers and management provider businesses and ensuring only qualified individuals with the appropriate training and education hold a licence;
- **Maintaining an online public registry** of licensed condominium managers and condominium management provider businesses. The public registry provides information about licensees, including conditions, suspensions, revocations and disciplinary actions;
- **Promoting and enforcing compliance** with the CMSA and its regulations, licensing requirements and code of ethics;
- **Addressing complaints** by conducting inspections and investigations, assisting in issues resolution, holding discipline hearings and taking corrective actions;
- **Establishing education requirements** for condominium managers; and
- **Promoting awareness** of the regulatory system.

Areas of Co-ordination

1) Financial Arrangements and Resource Sharing

The organizations were launched by the Ministry of Government and Consumer Services (currently Ministry of Public and Business Service Delivery) using shared resources to reduce costs. Given their Statutory Mandates in the condominium sector, the CAO and the CMRAO will continue a cost-sharing arrangement related to technology infrastructure, and Finance staff on an 'as required' basis. The cost to each organization will be determined and apportioned on a case-by-case basis with consideration for time spent; proportional size of each organization; i.e. the volume, staff size and frequency of transactions and other relevant cost factors which may evolve over time.

2) Communication and Common Activities

In keeping with the Guiding Principles, the CAO and CMRAO will:

- (a) Collaborate and/or consult with each other on communications, consultations and publications where it would be effective and efficient to do so;
- (b) Inform each other of the results of stakeholder and other public consultations and discussions, as appropriate;
- (c) Share communications issued to condo community stakeholders to keep each other informed;
- (d) Make reasonable efforts to consult each other and provide notice pertaining to issues arising that may impact the fulfillment of their respective Statutory Mandates;
- (e) Collaborate to address reputational issues and coordinate key public messages; and
- (f) Hold a joint meeting of the Boards of Directors at least once a year to discuss issues, organizational changes and general governance matters of common interest.

3) Exchange of Information

a) Information Collection

The CAO and the CMRAO are authorized to receive information based on their legislative authority set out in the Condo Act and the CMSA.

The CAO and CMRAO will collect Personal Information only when it is required for their

legitimate purposes to fulfill their Statutory Mandates and such information will not be shared between organizations except as specified in section (b) below. The CAT, as a tribunal within the CAO may require the collection of Personal Information or receive Personal Information as part of any proceeding before the CAT.

While neither the CAO nor the CMRAO are subject to the provisions of the Freedom of Information and Protection of Privacy Act (FIPPA), each organization has adopted its own access and privacy policy, which sets out provisions for the collection, access and retention of Personal Information.

The CAO and the CMRAO recognize the importance of protecting the Personal Information and records in their care. To prevent the unauthorized disclosure, use, copying or modification of Personal Information in the custody or under the control of the organizations, access to such information is restricted using appropriate security access mechanisms laid out in their respective access and privacy policies.

b) Information Sharing

The CAO and the CMRAO will share information received in the course of fulfilling their legislative duties as authorized by law in order to protect consumers.

Specifically:

- The CAO has the authority under s.9.8 of the *Condo Act*, to communicate or to share information it receives in exercising a power or carrying out a duty related to the administration of Part 2.1 of the Act to prescribed entities or organizations if the purpose of the communication is consumer protection. The CMRAO is a prescribed organization for the purposes of s.9.8, O. Reg. 377/17; and
- The CMRAO has authority under s. 72 (1) of the CMSA to share information obtained in the course of exercising its duties with any “*ministry, department or agency of a government engaged in the administration of legislation similar to this Act or legislation that protects consumers or to any other entity to which the administration of legislation similar to this Act or legislation that protects consumers has been assigned*”.

The CAO and CMRAO will provide each other, on request, with authorized information under the legislation at intervals and in a level of detail determined to be appropriate in the administration of each organization’s mandate and in accordance with their respective access and privacy policies.

The CAO and CMRAO will maintain the confidentiality of authorized information and will disclose it to another person, entity, or organization only in accordance with their respective access and privacy policies.

The CAO and the CMRAO will share information regarding any illegal activities that may come to their attention in the course of fulfilling their mandate including but not limited to the behavior of a condo manager or corporation that is in contravention of condo managers' Code of Ethics or of the law.

The CAO and the CMRAO will share human resources information and knowledge, only if required, with respect to shared resources and policies that are part of this MOU and directly affect the CAO or CMRAO.

The CAO and the CMRAO will share information regarding enterprise risk management models to ensure that risk management practices are aligned.

The CAO and the CMRAO may share non-confidential information arising from their respective board of directors' meetings and decisions that may affect both Parties.

Each Party will share information regarding complaints from the condominium community and the public with the other, but only if the complaint relates to the Statutory Mandate of other Party, and if sharing is determined to be appropriate and for the purposes of consumer protection.

c) Cost

The CAO and the CMRAO will share information on a zero-cost basis. Should any request for information has significant cost implications, written notice will be provided by the requesting party, including a rationale and cost estimates.

Based on the cost benefit analysis, the requesting Party may be required to absorb the full cost associated with the request.

Liability

The Parties agree that information provided pursuant to this MOU is on an as-is basis. No claim, liability, or cause of action whatsoever shall be initiated by one Party against another as a result of the provision of information. The Party receiving the information assumes all liability for its reliance on or use of such information to the exclusion of the providing Party. Nothing in this MOU shall be construed as giving rise to any claim or liability against either Party.

Designation of Officials

Both the CAO and the CMRAO will designate officials from each organization to administer this MOU. The titles of the designated officials will be noted in Schedule B to the MOU and will be updated as needed.

Issue Resolution

Issues concerning this MOU will be resolved by the designated officials of each Party where possible. If an issue remains unresolved, it will be escalated to the signatories of this MOU.

Confidentiality and Security

The CAO and the CMRAO agree to restrict the use of information obtained by either party to matters relating to the administration and enforcement of the Condo Act and the CMSA.

The CAO and the CMRAO shall limit use of information provided pursuant to this MOU as needed, i.e. to employees, agents, consultants and CAO and CMRAO board directors who require the information to deliver the Party's compliance and enforcement obligations.

The CAO and the CMRAO shall ensure that each employee, agent, consultant and CAO and CMRAO board director with access to information is aware of and complies with respective access and privacy policies and confidentiality agreements executed as part of employment or other agreements of their respective organizations. Exchanged information under this MOU must be communicated and transferred in a method that protects the confidentiality of information.

Effective Date, Departure and Amendments

This MOU:

- Becomes effective on the date of signing by both Parties;
- May be amended in writing with the mutual consent of the Parties; and
- Will be reviewed every three (3) years by staff of each organization and any identified issues will be referred to their respective Board and considered at the subsequent joint meeting of the Boards.

Either Party may request termination of this MOU by providing written notice to the other Party. Where such notice has been given, the Parties will work together to identify and negotiate the necessary steps and timelines to terminate all shared arrangements. In the event that the Parties are not able to agree to the terms, steps and timelines relating to termination within 60 days, they shall, with the assistance of private mediation, continue their respective best efforts to negotiate termination of this MOU. If the termination cannot be settled through negotiation or mediation, it shall be referred to and finally settled by binding arbitration.

The Confidentiality and Security provisions of this MOU shall survive the termination of this MOU.

Signatories

This MOU is signed in duplicate on this 9th day of January 2023.

FOR THE CONDOMINIUM AUTHORITY OF ONTARIO



Heather Zordel, Chair



Robin Dafoe, CEO/Registrar

FOR THE CONDOMINIUM MANAGEMENT REGULATORY AUTHORITY OF ONTARIO



Aubrey LeBlanc, Chair



Ali Arlani, CEO/Registrar

Schedule A

Definitions

1. "CAO" means the Condominium Authority of Ontario, including the Condominium Authority Tribunal and a party to this MOU.
2. "CMRAO" means the Condominium Management Regulatory Authority of Ontario and a party to this MOU.
3. "Condo Act" means the *Condominium Act, 1998*.
4. "CMSA" means the *Condominium Management Services Act, 2015*.
5. "Confidential Information" means information described under the confidentiality provisions of the *Condominium Act, 1998* (s. 9.8) and under the *Condominium Management Services Act, 2015* (s. 72).
6. "CAT" means the Condominium Authority Tribunal.
7. "MOU" means Memorandum of Understanding.
8. "Personal information" is the same as under the *Freedom of Information and Protection of Privacy Act*; meaning recorded information about an identifiable individual, including:
 - (a) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of an individual;
 - (b) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which an individual has been involved;
 - (c) any identifying number, symbol or other particular assigned to an individual;
 - (d) the address, telephone number, fingerprints or blood type of an individual;
 - (e) the personal opinions or views of an individual except where they relate to another individual;
 - (f) correspondence sent to an institution by an individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence.
 - (g) the views or opinions of another individual about an individual; and

(h) an individual's name where it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

9. "Statutory Mandate" means the exercise of the authority delegated to the CAO or the CMRAO.

Schedule B

Designated Officials

For the CAO:

Director, Governance and Communications
PO Box 69038 RPO St. Clair Centre
Toronto, Ontario
M4T 3A1

For the CMRAO:

Manager, Corporate Services and Office of the CEO
PO BOX 48087 RPO Davisville
Toronto, Ontario
M4S 3C6

Original Approval:	October 29, 2018
Previous Review:	December 18, 2019
Current:	January 9, 2023