

**ADMINISTRATIVE AGREEMENT**

**BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO**

**AS REPRESENTED BY THE**

**MINISTER OF PUBLIC AND BUSINESS SERVICE DELIVERY**

**- 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 condominium 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;
  - 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 including all appointed and elected Directors;
  - d) “**Chair**” means the Chair of the Board;
  - e) “**Condominium Authority**” means the Condominium Authority of Ontario;
  - f) “**Crown**” means His Majesty the King 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 the 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 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.
- 3) The powers and responsibilities of the Minister set out in this Agreement may be exercised by the Minister, the deputy minister of the Ministry or another authorized official of the Ministry.

## **2. Purpose of the Agreement**

- 1) This Agreement between the Minister and the Condominium Authority:
  - a) Clarifies the roles, duties and responsibilities of the Minister and the Condominium Authority in relation to the Condominium Authority's administration of the Act, the Condominium Authority's powers and duties under the Act, and the administrative matters as set out under the Act; and
  - b) Clarifies the administrative, financial, auditing, accountability, legislative and regulatory development, and working and reporting relationships between the parties.

## **3. Designation and Delegated Administration**

- 1) The parties acknowledge that responsibility for the administration of the Delegated Provisions of the Act is as provided for in the Act. For greater clarity, a copy of the relevant provisions of the regulation designating the Condominium Authority and specifying the Delegated Provisions is attached as Schedule "A" to this Agreement. If this regulation 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 Condominium Authority has assumed responsibility for the administration of all the Delegated Provisions and the management and oversight of the Tribunal's operations.
- 3) 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.
- 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. 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:
  - a) throughout the policy development process,
  - b) in coordinating public and stakeholder communications regarding any proposed legislative, regulatory or policy changes, and
  - c) in the development of communication strategies for critical or on-going issues.
- 4) The Minister may provide the Condominium Authority with an annual letter outlining the government's expectations and priorities with respect to the Condominium Authority during the specified fiscal year. The letter would provide measurable expectations from the Minister that align with the Condominium Authority's mandate as well as government priorities and commitments.
- 5) Pursuant to section 1.3 of the Act and subject to section 1.8 of the Act, the Minister may issue policy directions to the Condominium Authority relating to its powers and duties under the Act after giving 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 the Condominium Authority.
- 6) 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 carry out its Statutory Mandate.
- 7) 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.
- 8) 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.

- 9) 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 and other officers exercising statutory and regulatory duties.
- 10) The Minister shall make reasonable efforts to meet with the Chair from time to time.
- 11) In accordance with section 71.1 of the Act, the Minister may require the Condominium Authority to prepare any of the condominium guides that the Minister must ensure are prepared, subject to the Minister's approval. For this purpose, the Minister requires the Condominium Authority to comply with requirements for preparing a condominium guide, including changes to it, as set out in Schedule "L".

## **5.2 The Condominium Authority**

- 1) The Condominium Authority shall, in accordance with section 1.4 of the Act, carry out its powers and duties under the Act in compliance with this Agreement, the Act and other applicable law.
- 2) The Condominium Authority shall comply with the principles of maintaining a fair, safe and informed condominium marketplace and promoting the protection of the public interest.
- 3) The Condominium Authority, through the Chair, shall ensure that the Board is aware of the terms of this Agreement.
- 4) 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.
- 5) 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.
- 6) The Condominium Authority is responsible for developing and maintaining corporate by-laws and shall make such by-laws publicly available on its website within 30 days after the by-laws are made by the Board.

- 7) 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.
- 8) If the Minister appoints the Chair pursuant to section 1.12 of the Act, the Condominium Authority is responsible for developing, maintaining and making publicly available on its website up-to-date written procurement policies and procedures that comply with the Ontario Public Service Procurement Directive. If the Minister does not appoint the Chair, the Condominium Authority is responsible for developing, maintaining and making publicly available on its website, up-to-date written procurement policies and procedures in keeping with the spirit and principles of the most recent Ontario Public Service 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.
- 9) The Condominium Authority is responsible for developing, maintaining and making publicly available on its website up-to-date written travel, meal and hospitality expenses policies and procedures in keeping with the spirit and principles 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.
- 10) 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.
- 11) The Condominium Authority is responsible for developing, maintaining and making publicly available on its 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 fulfilment of its Statutory Mandate.
- 12) 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".
- 13) 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. A copy of the signed memorandum of understanding, as amended or replaced from time to time, shall be provided to the Minister and made publicly available, including by posting on the Condominium Authority's website, within 30 days of execution of the memorandum of understanding and, thereafter, of any amendments to or replacements of it.

- 14) When engaged by the Minister, in accordance with subsection 5.1(3), the Condominium Authority shall participate in:
  - a) the policy development process;
  - b) coordinating public and stakeholder communications regarding any proposed legislative, regulatory or policy changes, and
  - c) the development of communication strategies for critical or on-going issues.
- 15) If the Minister exercises any of the Minister's powers under the Act, the Condominium Authority shall take all necessary and advisable steps to ensure compliance with the power that has been exercised.
- 16) The Condominium Authority shall specify forms, subject to the Minister's approval, in accordance with the Delegated Provisions, and shall publish the approved forms on the Condominium Authority's website and in any other way described in Schedule "K", and in any other format that the Condominium Authority considers advisable.
- 17) In accordance with section 71.1 of the Act, the Condominium Authority shall prepare any of the condominium guides that the Minister requires it to prepare, subject to the Minister's approval. For this purpose, the Condominium Authority shall comply with requirements for preparing a condominium guide, including changes to it, as set out in Schedule "L".

## **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) Subject to any Minister's order made under the Act and any other legal obligations, the composition of the Board, and 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 or membership as the case may be.

- 2) Regarding Ministerial appointees, the by-laws of the Condominium Authority may include provisions that reflect the content of sections 1.10 to 1.12 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, and 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) Subject to any order made by the Minister under subsection 1.9(1) of the Act, 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". A Minister's order is deemed to be an addendum to Schedule "D".
- 6) The Board selection criteria in Schedule "D" shall be inclusive and shall require reasonable efforts to include members of the Board who reflect a variety of perspectives, including consumer protection or public interest perspectives. Board members shall also reflect the diversity of Ontario, including gender, geographic distribution, and ethnicity. The Condominium Authority shall make the selection criteria public.
- 7) The Minister shall have regard to the competency criteria and selection criteria used by the Board when making appointments to the Board.
- 8) 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, and representatives of other interests as the Minister determines.
- 9) The Minister shall endeavour to make appointments to the Board in a timely manner.

- 10) 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 public service of Ontario as defined in the Public Service of Ontario Act, 2006, the Board member shall not receive any remuneration unless permitted under the Ontario Public Service Agencies and Appointments Directive or any successor directive.
- 11) The Board shall ensure that new Board members complete any training required by the Minister within six (6) months of being elected or appointed, or when next available.

## **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. 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) Subject to any Minister's order made under section 1.26 the Act, the Board shall establish an advisory process for direct input to the Board on issues of importance to the condominium marketplace. The terms of reference of such a process shall be made publicly available on its website 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, the Condominium Authority's succession planning, and any other matter the Minister considers advisable in the circumstances.

### **7.4 Statutory Appointments**

- 1) Subject to any regulation made 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 a maximum of two Deputy Registrars.
  - a) The Registrar and any Deputy Registrar(s) shall be employees of the Condominium Authority and shall not be:
    - i) a member of the Board; or
    - ii) an employee or director of an entity that represents the collective interests of persons involved in the condominium sector;
- 4) The Condominium Authority acknowledges that the Registrar and any Deputy Registrar(s) exercise statutory duties 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 responsibilities but may review the manner in which those responsibilities are carried out, consistent with the Board's corporate and regulatory governance responsibilities.
- 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.

## 8. Corporate Reporting

- 1) 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 (30) 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 (120) 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 thirty (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 a summary of the activities it will undertake to ensure that its goods, services and facilities are accessible in accordance with the *Accessibility for Ontarians with Disabilities Act, 2005*, and any relevant additional accessibility related activities. The Condominium Authority's annual report shall account for how these accessibility-related activities were provided.
- 3) 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.
- 4) 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 responded to and resolved.
- 5) 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 thirty (30) days after final approval of the Board;
  - b) shall publish the annual report referred to in clause (1)(b) to the Condominium Authority's website, and by any other method no later than



thirty (30) days after the annual report receives final approval of the Board.

- 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. 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 public website shall also include a synopsis of the results of the client satisfaction/value survey, as conducted.
- 7) 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".
- 8) The Condominium Authority shall establish performance measures regarding the Condominium Authority's fulfillment of its Statutory Mandate, subject to the approval of the Minister. 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.
- 9) The Condominium Authority shall provide the Minister with performance targets and results for the performance measures approved by the Minister in subsection (8) on an annual basis and upon request by the Minister. Where the Condominium Authority does not meet any one or more of its performance 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" 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 "H".
- 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 "H".

- 7) The Minister will charge interest on any late payments on the terms set out in the attached Schedule “H”.
- 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) Subject to any regulation made under section 1.13.1 of the Act, 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 “I”.
- 4) The Condominium Authority shall comply with the access and privacy policy referred to in subsection (3), and shall make the policy publicly available, 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 exercise or

performance or intended exercise or performance of its powers or 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 carry out all prosecutions related to the Delegated Provisions on its own behalf and in its own name, all in accordance with, pursuant to and in furtherance of the obligations of the Condominium Authority. The Condominium Authority shall develop policies for the conduct of prosecutions that align with the principles set out in any Ministry of the Attorney General prosecution-related policies, guidelines, codes or similar documents provided to it by the Minister. In carrying out prosecutions related to the Act, the Condominium Authority shall conduct

prosecutions in the public interest and in a manner consistent with such policies.

- 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, Board members, employees or agents in the exercise or performance or intended exercise or performance of their powers and duties under the Act, a Minister's order, the Act or the Agreement or for any act or omission otherwise connected to the Act, a Minister's order, 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 \$10,000,000 per occurrence, ten million \$10,000,000 products and completed operations aggregate. The policy is to include the following:
  - a) His Majesty the King 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 “J”.
- 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 fulfilment of its Statutory Mandate. The form and content of the statement shall be as detailed in Schedule “J”.
- 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. Revocation or Restriction of the Condominium Authority's Administration**

- 1) Without limiting the powers of the Crown under the Act or otherwise, the revocation or restriction of the scope of the designation of the Condominium Authority's authority to carry out its Statutory Mandate may result from 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 or restrict the Condominium Authority's designation.
- 2) The Condominium Authority may request the Lieutenant Governor in Council to revoke or restrict its designation and in that case the Lieutenant Governor in Council may, by regulation, revoke or restrict the designation on the terms it considers advisable in the public interest.
- 3) If the Condominium Authority fails to comply with the Act, other applicable law or the Agreement, 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 parties shall use reasonable efforts to resolve financial and other issues resulting from a proposed revocation or restriction that impact the Crown or the Condominium Authority, in keeping with the principle of fairness in light of the nature of the proposed revocation or restriction.
- 6) Any agreement under subsection (5) 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.

## **17. Administrator**

The parties recognize that the Minister has the power under section 1.6.1 of the Act to appoint an administrator if the Minister is of the opinion that it is advisable in the public interest because at least one of the following conditions is satisfied:

- a) The appointment is necessary to prevent serious harm to the interests of the public, corporations, owners or purchasers, mortgagees or occupiers of units.
- b) An event of force majeure has occurred.
- c) The Condominium Authority is facing a risk of insolvency.
- d) The number of members of the Board is insufficient for a quorum.

## **18. 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.

## **19. 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 attached to the Agreement as Schedule "B".

## **20. Reviews and Audits**

- 1) The Condominium Authority acknowledges that pursuant to section 1.5 of the Act, the Minister may require that:
  - a) 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) reviews of the Condominium Authority, its operations, or both, including, without limitation, 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 Administrative 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 *Not-For-Profit Corporations Act, 2010*.
- 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) The Condominium Authority shall cooperate in any review or audit required by the Minister or the Auditor General.

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. Jurisdiction**

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

## **26. Conflict**

In the event of a conflict between the provisions of this Agreement and the Act, or a Minister's order made under the Act, the Act or the Minister's order as the case may be, prevails.

## **27. 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) Upon a change in the Minister or Chair of the Board, the new Minister or new Chair, as the case may be, must, within six months of the change, send a letter to the other party affirming their awareness of the Agreement in order to facilitate compliance with the requirements of the Agreement.
- 5) The parties shall conduct a review of this Agreement within five (5) years of execution to ensure it is current. Despite 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.

## 28. 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 public website within thirty (30) days of the effective date of this Agreement and thirty (30) days of execution of any amendments thereafter.

## 29. Entire Agreement

The Minister and the Condominium Authority agree that this Agreement, as amended from time to time in accordance with section 27 of this Agreement 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.


## 30. 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**

**His Majesty the King in right of  
Ontario**



Chair of the Board

Minister of Public and Business Service  
Delivery

Date: January 26, 2023

Date: January 26 ,2023

**SCHEDULE “A” – REGULATION**  
**CONDOMINIUM AUTHORITY OF ONTARIO**

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**CONDOMINIUM ACT, 1998**  
**ONTARIO REGULATION 181/17**  
**DESIGNATION OF CONDOMINIUM AUTHORITY**

**Consolidation Period:** From September 1, 2020 to the e-Laws currency date.

Last amendment: 437/20.

***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:

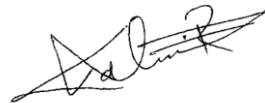
1. Sections 9.1 to 9.9, 134.1, 134.2 and 136.2 of the Act.
2. Sections 11.7 and 11.8 and subsections 18 (2) and 33 (3) of Ontario Regulation 48/01 (General) made under the Act, and all provisions of Ontario Regulation 48/01 listed in Column 1 of the Table to section 16.1 of that Regulation.
- 2.1 Subsections 40 (1) and 42 (3) of Ontario Regulation 49/01 (Description and Registration) made under the Act.
3. All provisions of Ontario Regulation 377/17 (Condominium Returns) made under the Act. O. Reg. 181/17, s. 2, 3; O. Reg. 378/17, s. 1; O. Reg. 429/19, s. 1; O. Reg. 437/20, s. 1.

3. OMITTED (PROVIDES FOR AMENDMENTS TO THIS REGULATION).

4. OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS REGULATION)

**Condominium Authority of Ontario**

**His Majesty the King in right of  
Ontario**



Chair of the Board

Minister of Public and Business Service  
Delivery

Date: January 26, 2023

Date: January 26, 2023

## SCHEDULE "B" – INFORMATION SHARING PROTOCOL

### CONDOMINIUM AUTHORITY OF ONTARIO

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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, including requests in respect of:

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

This Schedule outlines information sharing protocols not already specified in the Agreement or other schedules to the 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 not be perceived to negatively impact the Tribunal’s independence.

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

Prior to any personal information being shared, the Minister and the CAO will confirm how it will be used, that there is legal authority to share it, that any notice requirements have been addressed, as well as the method for sharing, securing and disposing of the personal information. For this purpose, “personal information” has the same meaning as in the Freedom of Information and Protection of Privacy Act.

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

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

Description	Responsibility	
	Minister	CAO
<b>Cabinet Submissions</b>		
All Issues	PAG will develop Cabinet submissions, as required, in cooperation with other Ministry branches.	The CAO is consulted where appropriate.
<b>Correspondence</b>		
The Minister and the 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	PAG will: <ul style="list-style-type: none"> <li>• action to the CAO; or</li> <li>• draft a reply indicating referral to the CAO for direct response; or</li> <li>• draft a reply.</li> </ul>	The CAO will: <ul style="list-style-type: none"> <li>• respond directly under CAO's signature and copy PAG as appropriate, or</li> <li>• supply PAG with information required for the Minister to reply.</li> </ul>
<b>Briefing Notes</b>		
For Minister meetings with the CAO's stakeholders	PAG will coordinate preparation of meeting materials and make reasonable efforts to notify the CAO of any such meetings and discuss with CAO.	The CAO will provide PAG with relevant information on stakeholders/issues.
For the CAO's meetings with Minister stakeholders (e.g. other ministries or agencies)		The CAO will make reasonable efforts to notify PAG of the meeting, discuss outcomes with PAG, and provide a briefing note upon request.
<b>Issue Notes</b>		
The Minister and the CAO will work together to issue responses in a timely fashion respecting the requirement for the PAG to respond to all requests for issue notes within specific timeframes (i.e. short notice or outside of regular business hours).		

Description	Responsibility	
	Minister	CAO
On any subject (designed for use in the Legislature)	<p>PAG will prepare the issue note and provide it to the Ministry's Communications Branch.</p> <p>Requests for information made to the CAO to develop the issue note will be accompanied by a timeline for response.</p>	The CAO will provide information to PAG within timeframe specified.
<b>Issues Management</b>		
Emergencies, accidents and fatalities	When the Minister is informed by the CAO or through media reports, PAG will provide the Ministry's Communications Branch with key information as quickly as possible and monitor for updates.	The CAO will inform PAG and provide relevant details, key messages and response strategy.
Other possible contentious issues (e.g. stakeholder grievances/ concerns, etc.)	PAG will inform the Ministry's Communications Branch.	The CAO will inform PAG and provide relevant details, key messages and response strategy.
<b>Media Relations</b>		
Requests made to the Minister for interviews and background material on the CAO operational issues	Ministry's Communications Branch will notify PAG, who will then, as appropriate, refer the request to the CAO or obtain the required information from the CAO.	The CAO will provide the required information or, if requested by the Minister, respond directly and advise PAG of the outcome from the media engagement.
Media releases issued by the CAO	PAG will share a copy of the CAO's media release with the Ministry's Communications Branch for information and review.	<p>The CAO will prepare and share a copy of its media release with PAG five to seven business days in advance or its earliest opportunity and before the release is issued to media.</p> <p>The CAO will request the Ministry's review if required under its agreed upon media protocol with the Ministry.</p>

Description	Responsibility	
	Minister	CAO
<b>Speeches/Speaking Notes</b>		
All Minister speeches/speaking notes (any topic)	Ministry's Communications Branch will prepare, and PAG will advise the CAO.	The CAO will supply PAG with information.
<b>Performance Measures</b>		
Metrics and performance measure results	PAG may request metrics and performance measure results from the CAO from time to time.	The CAO will supply PAG with metrics and performance measure results, as available, at the time of request or when the CAO determines there is a risk that it will not achieve its target performance measure.
<b>Marketing / Public Relations Events</b>		
Collaboration on Marketing / Public Relations Events	<p>PAG and the Ministry's Communications Branch will work collaboratively with the CAO to:</p> <ul style="list-style-type: none"> <li>plan and develop joint marketing and public relations events between the Minister and the CAO; and</li> <li>obtain information on the CAO specific events and, industry events to be attended by the (CAO, communications research and best practices.</li> </ul> <p>PAG will be the lead in contacting the CAO about communications activities, respecting the one-window approach. However, the Communications Branch may follow up directly with the CAO while keeping PAG fully informed of discussions and planned activities.</p>	<p>The CAO will work collaboratively with PAG and the Ministry's Communications Branch to:</p> <ul style="list-style-type: none"> <li>plan and develop joint marketing and public relations events between the CAO and the Minister; and</li> <li>provide information on the CAO specific events and, industry events to be attended by the CAO, communications research and best practices.</li> </ul> <p>The CAO will initially contact PAG about communications activities, respecting the one-window approach. However, the CAO may subsequently follow up directly with the Ministry's Communications Branch, while keeping PAG fully informed of discussions and planned activities.</p>



Description	Responsibility	
	Minister	CAO
<b>Other</b>		
Information concerning Board Director competencies	PAG will make requests to the CAO for information as and when required.	The CAO shall provide to PAG at least once annually, and as requested, the Board's skills profile.
Information concerning communications campaigns/activities undertaken by the CAO.	PAG will make requests to the CAO for information regarding planned communications campaigns/activities, including public education campaigns.	The CAO will provide information on key communication activities to PAG on a quarterly basis and on request.

**Condominium Authority of Ontario**

**His Majesty the King in right of Ontario**




Chair of the Board

Minister of Public and Business Service Delivery

Date: January 26, 2023

Date: January 26, 2023

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

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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.

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:

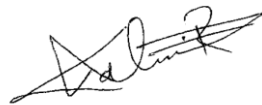
- Legal authority and mandate, including the Tribunal’s responsibility for adjudicative decisions, resolution of disputes and case management within its statutory mandate, and the exercise of any powers and authority granted under the *Statutory Powers Procedure Act*;
- Accountability framework;
- Roles 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 of the MOU, and, thereafter, of any amendments to or replacements of it, a copy of the signed MOU, as amended or replaced from time to time, shall be provided to the Minister and made publicly available, including by posting on the Condominium Authority's website.

**Condominium Authority of Ontario**

**His Majesty the King in right of Ontario**


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Chair of the Board

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Minister of Public and Business Service Delivery

Date: January 26, 2023

Date: January 26, 2023

## **SCHEDULE “D” – COMPETENCY AND SELECTION CRITERIA FOR MEMBERS OF THE BOARD OF DIRECTORS**

CONDOMINIUM AUTHORITY OF ONTARIO

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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 Technology:** 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 client service.
- **Diversity, Inclusion and Accessibility:** Experience in or knowledge of championing diversity, inclusion and accessibility in governmental, not-for-profit or private sector organizations.

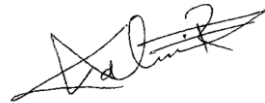
**Condominium Authority of Ontario**

**His Majesty the King in right of Ontario**




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Chair of the Board




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Minister of Public and Business Service Delivery

Date: January 26, 2023

Date: January 26, 2023

# **SCHEDULE “E” – CODE OF CONDUCT FOR DIRECTORS**

## **CONDOMINIUM AUTHORITY OF ONTARIO**

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### **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 *Not-for-Profit Corporations Act, 2010* (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 *Not-for-Profit Corporations Act, 2010*;
- 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 His Majesty the King 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**

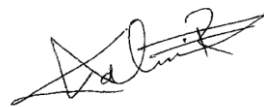
Each Director, forthwith after being elected, shall meet with the Corporation's legal counsel or the Chair of the Board to review this Code and such other policies of the Corporation that apply to Directors.

#### **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**

**His Majesty the King in right of Ontario**



Chair of the Board

Minister of Public and Business Service  
Delivery

Date: January 26, 2023

Date: January 26, 2023

## **SCHEDULE “F” – CORPORATE PLANNING AND REPORTING**

### **CONDOMINIUM AUTHORITY OF ONTARIO**

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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, the CAO will strive to continuously improve and strengthen linkages between strategic planning, business planning and reporting.

Recognizing that corporate planning and reporting documents have a broad audience that includes government, sector stakeholders and the public, the CAO will use plain language so that the objectives and performance of the 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.

The CAO’s corporate planning and reporting documents will support the accountability framework as laid out in the Agreement and the Act.

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

#### **1. BUSINESS PLAN**

The CAO will draft a business plan annually that identifies a coordinated set of activities to achieve the 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 the CAO’s strategic objectives and successfully deliver its services. The business plan shall include, at a minimum, the following:

##### **1.1 Corporate Overview**

A general overview of the CAO, including its mandate, mission, vision and values. It will also describe the CAO’s structure, services and stakeholders, and include a description of the nature of the relationships between the CAO and the government and the Minister.

##### **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

Details on the performance measures that link the CAO's objectives to the statistical outcomes that will be reported in the annual report, including, at a minimum, the following:

- (a) **Strategic Objectives** (priority outcomes that the 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 the 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 the CAO's objectives change at any point during a given year, the CAO will notify the Minister 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 the 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, the 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 the (enter administrative authority acronym)'s means to:
    - manage and resolve complaints;
    - provide French language services to the public; and
    - undertake activities to ensure that the goods, services and facilities are accessible in accordance with the Accessibility for Ontarians with Disabilities Act, 2005 and any other relevant accessibility activities.
- (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 the 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**

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

### **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

The CAO shall report results for each performance measure as set out in the business plan. If the target has not been met, the 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. The 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, the 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 the CAO considers relevant.

d) Complaint Handling Process and Outcomes:

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

## **2.3 Corporate Governance**

This section shall provide a summary of how the 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 and address

## **2.4 Financial Statements and Notes**

The annual report shall include the 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 the 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**

Utilizing a risk-based approach to mandate fulfillment and service delivery, the CAO will conduct a risk assessment to identify, assess and mitigate risks and develop a risk management plan that will include:

- a) The 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.

In order to facilitate informed and coordinated responses to any issues that emerge, twice annually the CAO will provide the Minister with reports on high and medium risks with corresponding mitigation strategies.

A summary of the risk management plan including a summary of key information that conveys how the authority will ensure continuous delivery of critical business services in the event of an emergency (e.g. expansion of digital service delivery), shall be provided to the Minister annually for review at the same time as, or as a component of, the CAO's annual business plan. The occurrence of any risk(s) that required the use of any mitigations can be reported through the annual report.

#### **4. ANNUAL BURDEN REDUCTION PLAN**

Upon request from the Minister (or Ministry), the CAO must provide a burden reduction plan that identifies opportunities that the CAO could implement to respond to the government's commitment to cut red tape and reduce regulatory burden in Ontario. These opportunities could include legislative and regulatory proposals but should also consider how the CAO can operate more effectively and efficiently and provide improved or increased digital services.

**Condominium Authority of Ontario**



Chair of the Board

Date: January 26, 2023

**His Majesty the King in right of Ontario**



Minister of Public and Business Service Delivery

Date: January 26, 2023

## **SCHEDULE “G” – FEE SETTING PROCESS AND CRITERIA**

### **CONDOMINIUM AUTHORITY OF ONTARIO**

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#### **Application**

This Schedule applies exclusively to fees, costs or other charges (“fees”) and assessments set in accordance with section 1.29 and 1.30 of the Act by the Condominium Authority of Ontario (CAO) except for any orders made by the Tribunal directing a party to a proceeding to pay any costs, penalties, damages, or other amounts.

#### **Objectives**

In setting fees, the CAO has the following objectives:

- To comply with sections 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 CAO’s operating principles and obligations under the Act and this Agreement, including the obligation to ensure that the CAO 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 CAO 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, in the case of new fees or assessments or changes to a fee or assessment greater than of the cost of inflation, stakeholders have the opportunity to provide input into the fee setting process.

No new fee or assessment, or change 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. The Minister may waive the process, steps in the process, or the required notice timeframes if the Board provides evidence satisfactory to the Minister that the requirement to undertake any or all of these steps would result in the CAO not having the resources needed to comply with the Agreement and the Act.

### **Process for fee or assessment change reduction**

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 would temporarily or permanently reduce the amount of, or eliminate, a fee or an assessment, the CAO shall provide the Minister with at least 30 days advance written notice of the proposed fee or assessment change, following which at least 60 days written notice shall be provided to condominium corporations. In this circumstance, the Fee Review Analysis including the Consultation and Criteria described below is not required. However, in the notice to the Minister, CAO must provide an effective date for the reduced or eliminated fee or assessment, the timeframe over which the change would be in effect, and a summary of the CAO's forecasted revenue and expenditures during this effective period to ensure that the reduced revenue does not adversely impact its operations and financial sustainability.

### **Process for fee or assessment changes no greater than the cost of inflation**

Where the Board has approved a fee or assessment increase that is no greater than the cost of inflation, the CAO shall provide the Minister with at least 30 days advance written notice of the proposed fee or assessment change, following which at least 60 days written notice shall be provided to condominium corporations. In this circumstance, the Fee Review Analysis including the Consultation and Criteria described below is not required.

### **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, or a fee or assessment increase greater than the cost of inflation, shall be subject to a Fee Review Analysis and consultation conducted by the CAO in accordance with the Fee Review Analysis, Consultation and Notice, and Criteria sections set out below.

### **Fee Review Analysis**

The CAO 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 fee or assessment increase greater than the cost of inflation that shall include:

- a scan of trends that may be occurring in the condominium sector or otherwise that could impact the CAO;
- estimated costs for new, existing or expanded programs as outlined in the CAO's business plan;

- estimated costs associated with implementing new or amended legislation;
- a rationale based on the CAO'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 CAO shall provide the Minister with advance written notice of the new fee or assessment or fee or assessment change proposal and await the earlier of receiving written acknowledgment from the Minister 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.

### **Consultation and Notice**

The CAO shall solicit comments from condominium corporations and sector stakeholder groups on the proposed new fee or assessment or fee or assessment change greater than inflation for a period of at least 30 days, in advance of the written notice described below. A summary of the comments, once received, shall be forwarded to the Minister for information, and shall complete the Fee Review Analysis. The CAO shall also provide the Minister with a copy of the draft notice, informing condominium corporations and other sector stakeholders that a new fee or assessment or fee or assessment change greater than inflation will take effect, at this time.

Concurrent written notice shall be given to the Minister and condominium corporations and other sector stakeholders at least 60 days prior to the new fee or assessment or fee or assessment change greater than the cost of inflation taking effect.

### **Criteria**

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

- Fees and assessments shall be set on a cost recovery basis and designed to cover all of the CAO's costs including:
  - those which cannot be directly attributable to the payees, 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.
- The fees charged for different services and types shall reflect:
  - the comparative costs to the CAO for providing the services;
  - reasonable access to the services the CAO provides;
  - deterring frivolous or vexatious use of the CAO's services; and
  - uniformity of application regardless of geographic location.
- All fees shall be payable when a service is requested or provided. A partial refund may be made (after deducting the CAO's costs) for cancelled requests for service. Notwithstanding the above, no refund shall be issued for cancellations received after a service has 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 shall be followed (e.g. interest charged on overdue accounts, etc.).
- In establishing or revising a fee, appropriate consideration shall be given to deterring breaches of the Act, as applicable.
- 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**

**His Majesty the King in right of  
Ontario**



Chair of the Board

Minister of Public and Business Service  
Delivery

Date: January 26, 2023

Date: January 26, 2023

## SCHEDULE “H” – PAYMENTS BY THE CONDOMINIUM AUTHORITY OF ONTARIO

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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) unless otherwise specified by the Minister 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 the CAO, the development of legislation and regulations administered by the CAO, and advice to the Minister in the execution of his or her duties in respect of the applicable legislation within his or her mandate. The Minister will share with the CAO the detailed information regarding the calculation of the cost of regulatory oversight upon request.
2. For the 2019-20 to 2022-23 fiscal years, the CAO agrees to pay to the Minister the following amounts (input amounts based on the Deputy Minister’s notification letter from May 9, 2019):

<b>2019/20</b>	<b>2020/21</b>	<b>2021/22</b>	<b>2022/23</b>
\$302,225.28	\$302,225.28	\$302,225.28	\$302,225.28

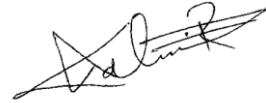
For 2023/24 and subsequent fiscal years, the Minister shall determine the payment for each year and will notify the CAO at least 18 months in advance of the payment being due. If during the fiscal year, the costs of oversight as determined by the Minister exceed the payment amount, the Minister may, after reasonable notice and prior consultation with the CAO, increase the payment amount accordingly.

3. The payment for each fiscal year ending March 31 will be remitted to the Minister by way of cheque payable to the Minister of Finance or an electronic funds transfer (EFT) payment within 30 days of the date of the invoice sent by the Minister each year.

- 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**

**His Majesty the King in right of  
Ontario**



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Chair of the Board

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Minister of Public and Business Service  
Delivery

Date: January 26, 2023

Date: January 26, 2023

# **SCHEDULE “I” – ACCESS AND PRIVACY POLICY**

## **CONDOMINIUM AUTHORITY OF ONTARIO**

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### **1. Purpose**

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

#### **1.1 Application**

- a) Sections 1, 2, 3 and 6 of this Policy apply to both the CAO and CAT.
- b) Section 4 of this Policy applies only to personal information and records collected by the CAO.
- c) Section 5 of this Policy applies only to adjudicative records included in the case files of the CAT.

### **2. Definitions**

- (a) “Act” means the *Condominium Act, 1998*.
- (b) “Adjudicative Record” has the meaning given to it in subsection 1 (1) of the *Tribunal Adjudicative Records Act, 2019*.
- (c) “Authority” or “CAO” means the Condominium Authority of Ontario.
- (d) “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 CAO in accordance with the Act.
- (e) “Non-Statutory Business” means other activities carried out in accordance with the CAO’s objects or purposes that are outside of its Statutory Mandate.
- (f) “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.
- (g) “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.
- (h) “Statutory Mandate” means the exercise of the authority delegated to the CAO 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.

- (i) "Tribunal" or "CAT" means the Condominium Authority Tribunal.

### **3. Protection, Retention, and Destruction of Personal Information and Records**

#### **3.1 Protecting Personal Information**

The CAO and CAT 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 and under the control of the CAO and CAT, access to such information shall be restricted using appropriate security mechanisms. The CAO and CAT 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 CAO and CAT is accurate and up to date, based upon the information provided to it; and
- e) Ensure that all employees, the Board of Directors, Tribunal Members and all consultants or contract workers employed by the CAO have received adequate training to comply with this Policy.

#### **3.2 Retention of Personal Information and Records**

The CAO 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 4.2.

Records stored in the case files of the CAT will be stored for a minimum of seven years. All CAT orders and decisions may be retained indefinitely.

### **3.3 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 Condominium Authority Ontario**

### **4.1 Collection, Use and Disclosure of Personal Information by the CAO**

#### **4.1.1 Collecting Personal Information**

- a) The CAO will collect personal information only where it is required for its legitimate purposes to fulfill the Statutory Mandate which includes responding to queries from the public, managing operations, meeting legal requirements, developing and improving our digital services and resources, and for any other reasons outlined under subsection 4.1.2. Personal information shall be collected only by lawful means.
- b) Subject to subsection 3.1(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 3.1(b) shall not apply to information that is being collected in response to a complaint.

## **4.1.2 Using and Disclosing Personal Information**

- a) The CAO 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 3.2(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 CAO. If personal information is made available to a third party on an ongoing basis, any revised information will be regularly provided.
- c) Personal information that has been collected by the CAO 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 CAO to fulfill the Statutory Mandate;
  - iii. If the CAO is using personal contact information collected to reach out to individuals to hear from them directly and/or to invite them to participate in various feedback opportunities so that the CAO may better understand their needs and determine how best our services and resources can serve Ontario's condo communities; or
  - iv. if, the disclosure is to aid in an investigation undertaken by an institution or law enforcement agency in Canada with the view to law enforcement proceeding or there is a reasonable basis to believe that an offence may have been committed and the disclosure is to enable the institution or the agency to determine whether to conduct such an investigation.

## **4.2 Access to Information**

### **4.2.1 Accessing Own Personal Information**

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

- Constitute an unjustified invasion of another individual's personal privacy, unless that individual consents to the release and disclosure of the information;
- Violate a legally recognized privilege;

- Violate intellectual property law; or
- Violate provisions of any applicable act or regulation.

To request such access, the individual must submit a request in writing to the Access and Privacy Officer of the CAO. The CAO 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 CAO.

#### **4.2.2 Corrections, Updates or Completeness of Personal Information**

Where an individual disagrees with the accuracy of their personal information on file with the CAO, 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 CAO shall amend the individual's personal information on file with the CAO 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 CAO makes the determination to amend the personal information or record.

#### **4.2.3 Public Access to Records**

The CAO 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;
- iii. Reasonably be expected to threaten the life, health or security of an individual;



- iv. Involve information that is the substance of deliberations by the CAO'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;
- v. Involve commercial, proprietary, technical or financial information related to an individual or commercial enterprise who has supplied the records to the CAO 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
- vi. Violate provisions of the Act or the regulations made thereunder.

To request such access, a member of the public must submit a request in writing to the CAO's Access and Privacy Officer. The CAO will respond to requests 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 CAO.

### **4.3 Remedies**

If an individual who requested access to information is not satisfied with the CAO's response, the requester may ask the CAO to review the decision. This request for review must be in writing, addressed to the Registrar 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 CAO is unable to respond within 30 days, the CAO shall advise the requester of the date a response can be expected.

## **5. Condominium Authority Tribunal**

### **5.1 The Open Court Principle and Access to CAT Records**

#### **5.1.1 The Open Court Principle**

The CAT is guided by the open court principle and is committed to transparency, accountability and accessibility in its decision-making and operations.

The open court principle requires that the CAT provide public access to adjudicative records included in its case files. This access and transparency support the public's understanding of and confidence in the administrative justice system.

In some circumstances, public access to CAT adjudicative records may be restricted by a statutory provision, common law rule, or a CAT or court order that restricts access (e.g., information relating to minors or privileged information).

All of the CAT's decisions and non-procedural orders are available online free of charge on CanLII.

### **5.1.2 Personal Information May Become Public**

The CAT recognizes that sensitive personal or financial information may be included in the adjudicative records provided by Users during a proceeding. Personal information, including names, addresses, contact information, medical, financial, employment, and education information, submitted during a proceeding may become public and may be contained in decisions, orders, and case files, unless an order to restrict access is made.

The CAT will proactively inform Users that adjudicative records contained in its case files will ultimately be available to the public unless a confidentiality order has been issued and will provide guidance to Users about what that means for them throughout the process.

### **5.1.3 Confidentiality Orders**

The CAT may make limited exceptions to the availability of adjudicative records to protect important legal and privacy interests. On its own initiative or on request by a User or an individual whose personal information is contained in the CAT's adjudicative records; the CAT will decide on a case-by-case basis whether it would be appropriate to make an order to:

- restrict public access to a hearing;
- restrict access to all or part of the adjudicative records filed with the CAT;
- restrict the publication of certain information; or,
- anonymize an individual's name or other identifying information in the CAT's decision.

Individuals seeking an order restricting access to adjudicative records contained in CAT case files should request that a Tribunal Member make a confidentiality order.

Individuals can request a confidentiality order at any point during the dispute resolution process (including after the case has closed), though requests should be made at the earliest opportunity.

Requests for confidentiality orders can be requested at any time and will be handled by the following individuals in the following circumstances:

#### **5.1.4 Requests for Confidentiality Orders**

- If the case is currently in, or closed during, Stage 1 – Negotiation: Requests will be handled by the Chair of the CAT or by one of the CAT’s Vice-Chairs, as decided by the Chair;
- If the case is currently in, or closed during, Stage 2 – Mediation: Requests will be handled by the Tribunal Member assigned to the case for Stage 2 – Mediation; or,
- If the case is currently in, or closed during, Stage 3 – Tribunal Decision: Requests will be handled by the Tribunal Member assigned to the case for Stage 3 – Tribunal Decision.

#### **5.1.5 Considerations**

In deciding whether to issue a confidentiality order, the Tribunal Member will consider several factors including the nature of the information at issue, the interests of affected individuals, and the public interest in the openness of proceedings.

For greater specificity, please note that the CAT is guided by the provisions regarding the issuance of confidentiality orders set out in section 2 (2) of the *Tribunal Adjudicative Records Act, 2019* – in particular, the CAT may issue a confidentiality order if:

- (a) matters involving public security may be disclosed; or
- (b) intimate financial or personal matters or other matters contained in the record are of such a nature that the public interest or the interest of a person served by avoiding disclosure outweighs the desirability of adhering to the principle that the record be available to the public.

### **5.2 Accessing CAT Records**

#### **5.2.1 Contents of CAT Records**

Subject to sections 5.2.2 – 5.2.7 of this Policy, the adjudicative records contained in the CAT’s case files are available to the public on request. CAT case files may include the following adjudicative records:

The Applicant’s application and any other documents submitted when the case was filed:

- Notices of hearing;
- Correspondence to and from the CAT;

- Written submissions;
- Documentary evidence;
- Recordings of oral portions of the proceeding, if any;
- Orders and / or decisions; and,
- Hearing schedules.

Personal notes, draft decisions, draft orders and communications related to draft decisions/orders are not part of a case file.

### **5.2.2 Records Related to Negotiation and Mediation**

Negotiation and mediation discussions are part of the CAT dispute resolution process and are intended to help resolve and/or narrow the issues in dispute. Any materials, messages, submissions or documents provided to the CAT during Stage 1 – Negotiation and Stage 2 – Mediation are privileged and confidential and will not be available to the public, unless those same documents were also introduced by at least one of the Users in Stage 3 – Tribunal Decision.

### **5.2.3 Restrictions on Access**

The CAT may order that some or all the adjudicative records contained within a CAT case file are confidential in accordance with section 5.1.3 of this policy.

### **5.2.4 Effective Date**

The CAO's CAT staff will provide copies of adjudicative records contained in the CAT's case files only if those cases were commenced on or after the effective date of this Policy.

Adjudicative records contained in CAT case files that were commenced before the effective date will not be available to the public.

### **5.2.5 Accessing Records**

An individual seeking access to the CAT's adjudicative records must submit a request in writing to the CAO's Access and Privacy Officer. The CAO's Access and Privacy Officer will respond to requests on behalf of the CAT within 5 business days and at no cost to the requestor.

### **5.2.6 Timeframes for Public Access**

The CAO's CAT staff will provide access to requested records as quickly as possible. The time to provide access can be affected by various factors, including whether records are archived and other staff responsibilities and priorities.

If a request for adjudicative records contained within a case file is made while that case is still open, the CAT may refrain from providing the requested records until the case has closed.

### **5.2.7 Fees**

Fees may be charged to search for, collect, or copy records in response to a request for access to information.

## **6. Administration**

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

### **6.1 Privacy Officer**

The CAO has identified an Access and Privacy Officer who is responsible for the CAO and CAT's compliance with this Policy and for responding to requests for access to information. The CAO will investigate all complaints relating to this Access and Privacy Policy and will act accordingly based on the results of the investigation.

Requests for access to information, questions or comments on this Policy may be sent to the Access and Privacy Officer at the following email address:

privacy@condoauthorityontario.ca or mailed to:

The Access and Privacy Officer  
The Condominium Authority of Ontario  
P.O. Box 69038 RPO St. Clair Centre Toronto, Ontario M4T 3A1

### **6.2 Review of this Policy**

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

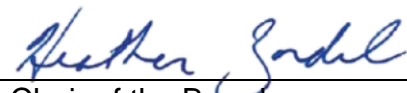
- Procedures in place to protect personal information;
- The effectiveness of procedures for handling complaints relating to this Policy;

- The effectiveness of procedures for addressing information requests; and,
- Any other amendments that should be made to improve the operation of this Policy and the protection of personal information.

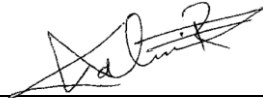
The Authority will submit any amendments to this Access and Privacy Policy to the Minister of Public and Business Service Delivery for approval.

**Condominium Authority of Ontario**

**His Majesty the King in right of Ontario**



Chair of the Board



Minister of Public and Business Service Delivery

Date: January 26, 2023

Date: January 26, 2023

## **SCHEDULE "J" – NON-STATUTORY BUSINESS POLICY**

### **CONDOMINIUM AUTHORITY OF ONTARIO**

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#### **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 Schedule 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 at all times conduct itself in a manner that maintains its ability to effectively fulfill its Statutory Mandate, with high standards of integrity and in a non-conflicted manner.
- 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 only 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**

**His Majesty the King in right of Ontario**



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Chair of the Board

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Minister of Public and Business Service Delivery

Date: January 26, 2023

Date: January 26, 2023



# **SCHEDULE “K” – PUBLICATION OF FORMS SPECIFIED AND APPROVED UNDER CERTAIN DELEGATED PROVISIONS**

## **CONDOMINIUM AUTHORITY OF ONTARIO**

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### **1. Application**

This Schedule applies exclusively to the Condominium Authority’s publication of forms for the purposes of certain provisions in Ontario Regulation 48/01, and Ontario Regulation 49/01, made under the *Condominium Act, 1998*. Under certain Delegated Provisions, the Condominium Authority shall specify these forms, subject to the Minister’s approval.

### **2. Background**

In publishing the forms, the Condominium Authority must:

- ensure that members of the condominium sector, including but not limited to, condominium boards, condominium owners, mortgagees, purchasers, condominium managers and lawyers, as well as members of the general public, have access to the forms published on the Condominium Authority’s website and in any other way described in this Schedule, and
- publish the forms in any other format that the Condominium Authority considers advisable.

### **3. Form Requirements**

3.1. The Condominium Authority shall ensure every form, including every revised form, published by the Condominium Authority is:

- approved by the Minister prior to publication;
- available in both English and French;
- accessible and available in a user-friendly format from the Condominium Authority’s website through major web browsers;
- published and made available in accordance with all applicable laws, including the Accessibility for Ontarians with Disabilities Act, 2005;
- fillable online from the Condominium Authority’s website; and
- capable of being downloaded from the Condominium Authority’s website, filled in, printed and saved on users’ local systems.

- 3.2. The Condominium Authority must provide for adequate maintenance of its website to ensure the forms published on that site can be accessed by the public and take reasonable steps to prevent and mitigate access issues.
- 3.3. The Condominium Authority may independently make or obtain any IT system improvements that are necessary to enhance the experience of form users but must not change the content or format of the forms without prior Minister approval.
- 3.4. The Condominium Authority must track form user metrics, such as the number of times a form is viewed and downloaded from the Condominium Authority's website, and track complaints received by the Condominium Authority about forms published by it, to inform any future changes regarding the forms.
- 3.5. The Condominium Authority must not collect or store any information filled out by users of the forms, without the express written consent of the individual to whom the information relates, except for troubleshooting or complaint handling purposes. This requirement does not apply to the independent exercise of the statutory functions fulfilled by officials exercising statutory and regulatory duties of the Condominium Authority Tribunal.
- 3.6. The Condominium Authority must provide support, assistance and education to the public on how to access and use the forms as well as respond to complaints or questions about the forms.
- 3.7. The Condominium Authority must provide a process for the public to provide feedback on the forms, and the process for receiving and responding to feedback must be accessible to persons with disabilities by providing or arranging for the provision of accessible formats and communications supports, upon request. Any feedback received about the content or format of a form should be considered by the Condominium Authority in making enhancements or changes to the form.
- 3.8. Upon the Minister's request, the Condominium Authority must develop and submit a Form Review Plan to the Ministry that sets out a schedule for multi-year phased form reviews and updates that is prioritized based on sector feedback and includes improvements that are validated by user-testing data and applied to other forms as appropriate).
- 3.9. The Condominium Authority must notify the Minister immediately if the Condominium Authority becomes aware of any issues regarding the public's ability to access the forms.
- 3.10. If forms cannot be or are not publicly available on the Condominium Authority's website for any amount of time, the Condominium Authority must provide alternative

means for the public to access the forms upon request (e.g., accessible format, send digital copies by email, or send hard copies by mail).

3.11. Questions from the public to the Condominium Authority regarding forms policy may be directed to the Ministry.

#### **4. Approval Process for Changes to Existing Forms**

4.1. If the Condominium Authority proposes to make a change to a form that has been approved by the Minister, the authority shall provide the Ministry the opportunity to review and comment on the proposed change at least 45 days prior to its submission to the Minister for approval.

4.2. For the purpose of enabling the Ministry's review of the proposed amended form, the Condominium Authority must provide the Ministry with an information package which includes the following information:

- Description and rationale of what is being proposed;
- Why the proposed change is needed;
- The planned effective date of the proposed change;
- Who would be affected by the change;
- How those affected would be impacted and their anticipated reaction;
- What actions, if any, would be taken to mitigate any negative impact of the proposed change on stakeholders;
- Any cost implications for stakeholders (e.g., condo owners or managers);
- Any cost and resourcing implications for the Condominium Authority;
- A copy of the draft amended form;
- If available, a summary of any feedback the Condominium Authority has obtained from any preliminary consultations with stakeholders.

4.3. The Ministry may waive or vary requirements specified under paragraph 4.1. and any information that must be included in the information package specified under paragraph 4.2. if the Condominium Authority provides evidence satisfactory to the Ministry that doing so would be appropriate in the circumstances.

4.4. The Ministry will submit feedback, orally or in writing, to the Condominium Authority in response to each proposal within 45 days of receiving the applicable information package.

**Condominium Authority of Ontario**

**His Majesty the King in right of Ontario**



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Chair of the Board

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Minister of Public and Business Service  
Delivery

Date: January 26, 2023

Date: January 26, 2023

## **SCHEDULE “L” – CONDOMINIUM GUIDE**

### **CONDOMINIUM AUTHORITY OF ONTARIO**

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#### **1. Application**

This Schedule applies to any of the condominium guides (Guides) that the Minister has required the Condominium Authority of Ontario (CAO) to prepare, subject to the Minister’s approval, pursuant to s. 71.1(3) of the *Condominium Act, 1998*.

On July 15, 2020, the Minister required the CAO to prepare a condominium guide entitled, *Ontario’s Residential Condominium Buyers’ Guide* (Buyers’ Guide), and to include in the Buyers’ Guide the contents requested by the Ministry. The Minister initially approved the Buyers’ Guide on November 2, 2020 and it was initially published on the CAO’s website on November 6, 2020.

#### **2. Roles and Responsibilities of the Parties**

- 2.1 The CAO shall comply with the requirements set out in this Schedule for preparing the Guide, including changes to it, subject to the Minister’s approval.
- 2.2 The CAO shall work closely with the Ministry in preparing any draft version of the Guide.
- 2.3 The CAO is responsible for ensuring that declarants and the public can easily access the current version of the Guide on its website, or in any other way that the CAO considers advisable.
- 2.4 Prior to publishing any changes to the Guide, the CAO shall submit to the Minister for approval any proposed changes to the Guide, including changes that the CAO considers necessary to ensure the Guide is consistent with the Act or other relevant laws or that the CAO considers relevant for inclusion in the Guide.
- 2.5 The CAO shall periodically review the Guide. This review shall occur at least once every 2 years from the date of Minister approval, and the results should inform subsequent changes.
- 2.6 The CAO shall consult with the public and with condominium sector stakeholders on the content of the Guide in advance of the first mandatory review of the Guide or as otherwise directed by the Minister. A summary of the consultation feedback must be submitted to the Ministry.
- 2.7 The Ministry may at any time and within a reasonable time request the CAO to prepare changes to the Guide, including to ensure that the Guide is current or consistent with all relevant laws, such as the Act.

2.8 If the Ministry requests changes to the Guide in accordance with paragraph 2.7, the CAO shall prepare them for the Minister's approval within the time specified by the Ministry.

2.9 The CAO is responsible for seeking legal review of the initial version of the Guide, and of any subsequent version of it, to ensure that its contents are legally accurate, prior to the CAO publishing the Guide/the Guide being made available to the public.

2.10 The CAO shall ensure every version of the Guide is prepared and made available to the public in French and English.

2.11 The CAO is responsible for obtaining translation services to prepare the Guide in French and English, and, at the CAO's discretion, in any other language.

2.12 The CAO is responsible for communicating to the public and the condominium sector every new version of the Guide within thirty days of its approval by the Minister.

2.13 The CAO shall develop the Guide, and changes to it, in accordance with the following general principles:

- The Guide should be concise and written for a lay audience to ensure that it can be easily understood by prospective condo purchasers.
- The Guide should use as much plain language as possible while still accurately conveying information.
- The Guide should be made available in accordance with all applicable laws, including the *Accessibility for Ontarians with Disabilities Act, 2005*.
- The Guide should be available to the public on the CAO's website such that it can be easily downloaded, printed and opened on all widely used computer platforms.
- The electronic version of the Guide that is publicly available should not be capable of being edited by a public user.

**Condominium Authority of Ontario**

**His Majesty the King in right of Ontario**



Chair of the Board



Minister of Public and Business Service  
Delivery

Date: January 26, 2023

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