

*The CAO and CMRAO have established this Data Sharing Agreement to better serve condo corporations, condo directors, and condo communities. The CAO and CMRAO will share information collected in the course of fulfilling their legislative duties as authorized by law and to achieve consumer protection. Data will be shared with each other as per this Data Sharing Agreement.*

**DATA SHARING AGREEMENT dated, December 19th, 2019 BETWEEN:**

Condominium Authority of Ontario (CAO)

And

Condominium Management Regulatory Authority of Ontario (CMRAO)  
(the Parties)

**Background**

The Condominium Authority of Ontario (CAO) and Condominium Management Regulatory Authority of Ontario (CMRAO) are organizations with distinct consumer protection objectives.

The CAO's aim is to improve condominium living by providing services and resources to support condominium communities.

The CMRAO provides regulatory oversight of condominium managers and condominium management providers (businesses) to help protect consumers in Ontario's rapidly growing condo sector.

The CAO and the CMRAO are authorized to share information based on their legislative authority set out in the *Condominium Act, 1998* (the "Act") and the *Condominium Management Services Act, 2015* ("CMSA").

**Data Sharing Agreement Purpose**

This data sharing agreement is being signed to agree on "what" data will be shared between CAO and CMRAO, "how" it will be used (data sharing and use), "when" it will be shared (frequency) and other issues related to sharing of data.

**Data Sharing Authority**

The agreement is made further to section 3 (b) of the Memorandum of Understanding (MOU) between CAO and CMRAO dated October 29, 2018.

The CAO and the CMRAO have the authority to share information received in the course of fulfilling their legislative duties as authorized by law and to achieve consumer protection.

Specifically:

The CAO has the authority, under s.9.8 of the Act, to communicate or to share information it receives in exercising a power or carrying out a duty related to the administration of Part 2.1 of the Act to prescribed entities or organizations if the purpose of the communication is consumer protection. The CMRAO is a prescribed organization for the purposes of s.9.8, per O. Reg. 377/17.

The CMRAO has authority under s. 72 (1) of the CMSA to share information obtained in the course of exercising its duties with any "ministry, department or agency of a

government engaged in the administration of legislation similar to this Act or legislation that protects consumers or to any other entity to which the administration of legislation similar to this Act or legislation that protects consumers has been assigned.”

### **Data to be Shared and Use of Data**

CMRAO agrees to share the following data, available on the CMRAO’s public registry, directly with CAO:

1. Condominium management providers: name, business address, contact information (business email and business phone number) and licence number.
2. Condominium management individuals: name and licence number.

CAO agrees to share the following data, available on the CAO’s public registry, directly with CMRAO:

1. Name of condominium corporation
2. Date of registration
3. Name of declarant
4. Address for service
5. Municipal address
6. Total number of units
7. Total number of voting units
8. Condominium managers associated with condominium corporations
9. Condominium management providers (businesses/companies) associated with condominium corporations

The data shared will be used by CAO and CMRAO for achieving the consumer protection mandate of both parties, for operational purposes and for improvement of data integrity.

### **Sharing and Use of Personal Information**

As per the MOU between CAO and CMRAO, the parties collect Personal Information only where it is required for their legitimate purposes to fulfill their statutory mandates and such information will not be shared between organizations except as specified in section 3 (b) of MOU.

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

### **Application**

This agreement applies to the CAO and CMRAO but does not apply to any data provided to or held solely by the Condominium Authority Tribunal.

### **Term**

This agreement is valid until it is terminated by either or both parties in writing.

### **Amendment**

This agreement can be reviewed and amended as required by both parties from time to time for various reasons that include but are not limited to availability of new information through enhancements to data collection by either party and if it is agreed that the information will be useful to deliver their consumer protection mandate.

### **Method and Frequency of Exchange by CAO and CMRAO**

Both parties will provide information in a way that is easy to access and use for the purpose for which it is required. Both parties will share the authorized data agreed to in the data sharing agreement through mechanisms such as views/reports or others as designed and available to each organization on the CRM system. The mechanisms will allow real time access to authorized, de-identified information for both CAO and CMRAO in an efficient and cost-effective manner.

### **Completeness and Accuracy**

Both parties rely on information provided by their respective clients and will use their reasonable efforts to ensure the completeness and accuracy of the information that they disclose. However, both parties acknowledge and agree that they cannot guarantee the accuracy and completeness of the information, in whole or in part.

### **Notice**

Notices under this agreement will be in writing and will be delivered by email to officials specified in Designation of Officials section of the agreement. All notices will be effective at the time the delivery is made if the notice is delivered by e-mail.

### **Publication of Information**

CMRAO and CAO agree not to publish any information received from the other party unless authorized to do so under the Act or the CMSA. CAO and CMRAO agree to de-identify data and use it in aggregate form for publication.

### **Termination for Breach or for Any Other Reason**

The parties may terminate this agreement immediately upon notice to each other in the event of any breach of any material representation, warranty, condition or covenant of this agreement.

Either party may terminate this agreement at any time, without cause, upon at least thirty (30) days prior written notice to the other party.

### **Further Publication on Termination**

If a party terminates this agreement for breach or for any other reason, the parties will not publish any reports or any other material that was produced using the information after the date of termination without the prior written consent of the other party, which will not be unreasonably withheld.

### **Designation of Officials**

The CAO and the CMRAO will have designated officials as noted below to administer this agreement.

For the CAO: Abena Buahene, Deputy Registrar

For the CMRAO: Sandy Vizely, Deputy Registrar

### **Survival**

The prohibition on Publication of Information and Further Publication on Termination sections and other requirement related to information survive the termination of this agreement.

**IN WITNESS OF WHICH** the Parties have made this Agreement.

**CAO**


Signature: 

Name: Robin Dafoe

Title: Registrar

Date of Signature: January 6, 2019

**CMRAO**

  
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Name: Ali Arlani

Title: Registrar

Date of Signature: December 27, 2019