

CITATION: Toronto Standard Condominium Corporation No. 2587 v Long 2026 ONSC 3540
COURT FILE NO.: CV-23-00693371
MOTION HEARD: 20260610

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: Toronto Standard Condominium Corporation No. 2587, Applicant

AND:

Youjun Long, Respondent

BEFORE: Associate Justice Jolley

COUNSEL: Youjun Long, self-represented moving party respondent

Michael Prosia, counsel for the responding party applicant

HEARD: 10 June 2026

REASONS FOR DECISION

Overview

- [1] The applicant issued a notice of application against the respondent on 17 January 2023. It sought an order directing that the respondent cease any behaviour which might reasonably disturb residents, or unit owners or contractors, such as yelling, threatening, harassing or videotaping them. It also sought an order prohibiting the respondent from speaking directly to contractors, including staff and the board of directors, absent an emergency, but requiring him to deal with them in writing.
- [2] This motion was adjourned from May 27 to June 10 in order for the applicant to bring an interpreter, as he had indicated he needed a Mandarin interpreter when he booked this motion. The interpreter attended the hearing and was sworn in.

Application Status

- [3] According to the application, the need for an order arose because since 2018, the applicant had received complaints from residents and contractors regarding inappropriate behaviour of the respondent, which was abusive, intimidating and threatening to the residents, unit owners, contractors and its board of directors. It alleged that the respondent's inappropriate behaviour escalated in 2021 and become more frequent. The documented complaints included yelling at, berating, and verbally abusing security guards, harassing, threatening and acting aggressively towards contractors and residents, videotaping other individuals without their consent, harassing other residents who were using the gym at the property,

and making false and vexatious accusations of having been assaulted. These allegations are disputed by the respondent.

- [4] The respondent filed a notice of appearance and a document which he entitled a “statement of defence and claim” in April 2023.
- [5] No further steps took place because, in the summer of July 2023, the respondent moved out of the building. No affidavits were exchanged and no cross examinations took place.
- [6] Because the application became unnecessary with the respondent’s departure from the building, the applicant wrote to the respondent on 31 August 2024 advising that it wished to abandon the application without costs. In response, on 14 January 2025, the respondent sent the applicant a list of his “damages”. They ranged from 500 hours for “case thinking” from 17 January 2023 to 13 January 2025, the moving costs relating to his move from the building, and hours of legal work. In response, the applicant delivered its notice of abandonment in March 2025.

Respondent’s Claim for Costs of the Abandoned Application

- [7] Once he received the applicant’s notice of abandonment, the respondent brought this motion for costs of the abandoned application. He seeks \$208,803.09 in costs. That total included \$43,355.50 in moving costs, increased rent, rental agency fees, loss of rental income, etc. and \$20,763.40 relating to the subsequent sale of his unit. The respondent advised during the motion that he was withdrawing these particular claims. He maintained his claim for a moving disbursement of \$2,100.
- [8] Rule 38.08(3) of the Rules of Civil Procedure provides the court discretion to make determinations in respect of costs of an abandoned application. It states that where an application is abandoned or is deemed to have been abandoned, a respondent on whom the notice of application was served is entitled to the costs of the application, unless the court orders otherwise.
- [9] The court has exercised its discretion not to award costs where the application was abandoned through no fault of the party that commenced it, provided that it was reasonable to have commenced the proceeding.
- [10] I have no evidence from either party about whether it was reasonable for the applicant to commence this action. Understandably, the applicant did not wish to exacerbate the situation by filing extensive material about the substance of the allegations in the application in order to respond to this claim for costs. The respondent argued before me that this application was commenced by the condominium board in retaliation for him bringing an application before the Human Rights Tribunal. I have no evidence that would support this contention either.
- [11] Regardless of the merits, I agree that it was reasonable for the applicant to abandon the application once the respondent moved out of the building, as the issues complained of became moot.

- [12] The balance sought by the respondent relates to \$48,825 in legal fees paid to a lawyer in China, and \$83,700 for 558 hours of the respondent's time at \$150 an hour thinking about the case from January 2023 to May 2026. His disbursements include driving to and from Ottawa and various filing fees. (He advised that the Chinese lawyers had an office in the embassy in Ottawa.) \$10,049.37 seems to relate to a further 45 hours thinking between May 2025 and April 2026, evidence preparing, legal fees of the Chinese lawyer and additional disbursements.
- [13] The applicant's primary argument is that the costs claimed are not reasonable and were not reasonably incurred in an application where no legal work was done after April 2023.
- [14] The costs claimed here were in large part incurred after April 2023 and, to the extent it can be determined, in relation to this motion for costs rather than in defence of the application itself.

Claim for Invoices from Law Firm for Oversea Consular Protection Service

- [15] The invoice is from Hehong Weiyu Law Firm for Oversea Consular Protection Service, with an address of 57 Gan Mian Road, Dong Chen, Beijing, China. The costs of hiring a foreign lawyer are not recoverable. There is no evidence that the lawyer is licensed to practise law in Ontario. Even if he were, there is no evidence before me what the work was for or that it related to this application. The invoice that was presented is not in English. It appears that the first eight entries are for time in February, March and April 2023. The rest of the invoice postdates the applicant's letter advising of its intention to withdraw the application.
- [16] Examining the bill on its face, the hours are excessive, considering that the application was in abeyance. It seems to total 139.5 hours. There is a further 16.5 hours billed in 2025. The respondent advised that the lawyer had a four hour minimum billing policy and a policy of billing for lunch. If this is so, it is something the respondent might agree to pay but not something that should be visited on the applicant for reimbursement.

Claim for Respondent's Time Thinking about the Application

- [17] The respondent claims costs for 583 hours of thinking about the application and doing legal research from January 2023 to May 2026. No breakdown of time is provided. The first entry in his bill of costs is 206 hours for legal research and studying from January 2023 to May 2025. Time spent thinking after the notice of appearance and defence was filed in April 2023 to the abandonment in March 2025, are not recoverable, as no work was done and the matter was not proceeding.

Claim for Filings for the Application

- [18] It was conceded that the respondent's time to deliver a notice of appearance and his filing fee to do so are recoverable. The applicant did not dispute the rate of \$150 used by the respondent.

- [19] The respondent claims 35 hours (at \$150) to deliver a notice of appearance, which I believe includes the defence attached to it.
- [20] The applicant shall pay the respondent's reasonable costs in relation to the application. I have awarded two hours for a total amount of \$300 for preparation of the notice of appearance, including the statement of defence. I accept that the statement of defence is a procedural irregularity and not a document used in an application, but I have treated it as standing in the place of or being advance notice of the contents of the respondent's intended affidavit. He is also entitled to reimbursement of his filing fee in the amount of \$172.00 for a total costs payment in relation to the application of \$472.00 for the application.

Claim for Filings for the Motion for Costs

- [21] It was also conceded that the respondent was entitled to some time to prepare his motion record and entitled to his filing fee.
- [22] He claims 30 hours for preparing this motion and 72 hours for preparing the affidavit in support of the costs motion. There is a further 75 hours relating to preparing the costs outline and exhibits. Even if some of that time were recoverable, the majority of the affidavit dealt with the extensive damages claim related to moving costs and the sale of the respondent's condo, which are not recoverable.
- [23] I find that his disbursement fee to file his motion for costs and some amount of time to prepare the motion are warranted. I have awarded the respondent two hours of costs to prepare his motion, two hours of attendance time to argue the motion and his \$339 filing fee disbursement for a total of \$939.00 for the motion.
- [24] I have reviewed both parties' records in detail and find these amounts to be fair in all the circumstances of the case.
- [25] In conclusion, the applicant shall pay the respondent his costs of \$1,411.00 in respect of this abandoned application.

Associate Justice Jolley

Date: 16 June 2026