

CITATION: Wentworth Condominium Corporation v Azimi, 2026 ONSC 5742
COURT FILE NO.: CV-26-00096656-0000
DATE: 2026-10-09

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:	)	
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	)	
Wentworth Condominium Corporation No. 276	)	Michael Ruhl
	)	
	)	
Applicant	)	
	)	
- and -	)	
	)	
	)	
Sadaf Azimi, Sahar Azimi and Mursal Azimi	)	Self-Represented
	)	
	)	
	)	
Respondents	)	
	)	
	)	
	)	HEARD: October 8, 2026

REASONS ON BREACH OF ACT AND DECLARATION

M. Bordin J.

Overview

[1] The applicant condominium corporation (the “Condominium”) seeks orders requiring compliance with the *Condominium Act*, 1998, SO 1998, c 19 (the “Act”) and the Condominium’s declaration (the “Declaration”) regarding unapproved modifications to the respondents’ unit in the Condominium and alleged safety risks caused by the modifications.

- [2] This application came before me yesterday on a short motions list with 18 matters on the docket.
- [3] The Condominium filed extensive materials. The respondent owners filed none, but appeared at the hearing and handed the court a two-page letter, along with photographs and screenshots. I received those documents and the registrar uploaded them to Case Center. I heard submissions from both parties. The respondents' submissions were not supported by evidence, but I have considered them anyway.
- [4] It is undisputed that the respondents added a washroom and a kitchen in the basement of their unit. They did so without approval from the Condominium. The respondents acknowledge they did not obtain a building permit, and the authorities did not inspect any of the renovations.
- [5] When the Condominium learned of possible alterations to the unit, it sought further information from the respondents, which they did not provide. The Condominium also requested, and the respondents refused, consent for the City to release the unit's architectural plans.
- [6] The Condominium then retained engineers ("Edison") to conduct an inspection of the unit and provide a report. Edison inspected the unit. The Edison report and affidavit identify the issues with the work done on the unit. They include:
- a. The stair access to the main floor from the basement had been closed with drywall, limiting egress from the basement, which did not comply with the Ontario Building Code ("OBC") for a dwelling unit;
 - b. No fire dampers were present as required by the OBC;
 - c. The plumbing, electrical, and ventilation renovations "do not appear to comply with the OBC" specifically:
 - i. electrical wires were not properly secured;
 - ii. there were unsupported kitchen drain and domestic supply piping issues; and
 - iii. installation of certain drainage systems within the Unit.
- [7] The Edison report was provided to the respondents, and the Condominium demanded that the respondents remove all renovations and return the impacted common elements to their original condition.
- [8] Through their legal representative, the respondents advised on December 11, 2025, that the owners (referred to in the correspondence as "he"):

advised that he has plans to follow the recommendations and guidelines to fix the changes made in the basement. He has hired professional contractors to make such changes. The contractors will start working on the project in the first week of January 2026 as they cannot commence working immediately due to the holidays. Once the work is done, the condominium management may conduct inspection and give approval. Please advise on your client's position at your earliest convenience.

- [9] The Condominium requested further information. Through their legal representative, the respondents advised on January 9, 2026, that “the owner is willing to make the changes as per the recommendations of the condominium”.
- [10] No further response or information was received from the respondents.
- [11] The Act imposes on the Condominium a duty to take all reasonable steps to ensure that owners comply with the Act, the declaration, the by-laws and the rules: s. 17(3).
- [12] Section 19 of the Act allows the Corporation or its authorized designee to enter a unit on giving reasonable notice to perform the objects and duties of the Corporation.
- [13] Pursuant to s. 117 of the Act, no person shall cause a condition to exist or an activity to take place in a unit, the common elements or the assets of a condominium corporation, if the condition or the activity, as the case may be, is likely to damage the property or the assets or to cause an injury or an illness to an individual.
- [14] Edison opined that the plumbing, electrical, and ventilation issues present a significant risk to the Condominium Property, increasing the risk of lint accumulation, fire, damage, and blockage or bursting of pipes. Further, the plumbing alterations, including the addition of the basement bathroom, “may increase the load on the sitewide sanitary services” [emphasis added]. Finally, “the incorrect installation of ventilation/HVAC systems, the details of which could not be confirmed on visual review, may promote condensation, resulting in environmental growth or premature deterioration of the Condominium's common elements” [emphasis added].
- [15] I am satisfied that the first-listed issues in the above paragraph are a breach of s. 117 of the Act. I am not satisfied that the latter are.
- [16] Section 119(1) of the Act requires owners or occupants of a unit to comply with the Act, the declaration, the by-laws and the rules. Pursuant to s. 119(3), the Condominium has the right to require a person who is required to comply with the Act, the Declaration, the by-laws and the rules to do so.
- [17] People who move into a condominium must be prepared to live by the rules of the community they join. The Act, the declaration, by-laws and rules are vital to the integrity of the title

acquired by the unit owners: *Toronto Standard Condominium Corporation No. 2395 v. Wong*, 2016 ONSC 8000, at para. 36, referencing *York Condominium Corporation No. 137 v. Merle Hayes*, 2012 ONSC 4590 (CanLII), 20 R.P.R. (5th) 154 at paras. 22-23.

[18] The relevant articles of the Declaration state:

Article IV(e): No boundary wall, partition wall, floor, door or window, toilet, bathtub, wash basin, sink, heating, air conditioning, plumbing or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided, however, that the provisions of this subparagraph shall not require any unit owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling, so long as the same are contained inside any unit and form part thereof.

Article V (1): Each Owner shall maintain his Unit and, subject to the provisions of this Declaration, each Owner shall repair his unit after damage, all at his own expense. Notwithstanding anything hereinbefore provided to the contrary, each Owner shall be responsible for damage to any other unit or to the common elements which is caused by the failure of the Owner to so maintain and repair his unit, save and except for any such damages for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

Article V (1)(c) states: The Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time, after written notice is given to such Owner by the Corporation. In such an event, an Owner shall be deemed to have consented to having repairs done to his unit by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at a rate equal to the prime rate of interest per annum charged by the Royal Bank of Canada in the City of Stoney Creek, in the Regional Municipality of Hamilton-Wentworth to its most creditworthy commercial customers, plus eight per cent (8%) from time to time and compounded monthly until paid by the Owner. The Corporation may collect all such costs in such installments as the Board may decide upon, which installments shall be added to the monthly contributions towards the common expenses of such Owner, after receipt of a notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.

[19] No permission was sought to install a bathroom or kitchen in the basement, perform electrical and plumbing work in the basement, put a lock on the common-element exterior basement door, or board up the basement stairs.

[20] The renovations by the respondents are a breach of the Declaration and s. 119 of the Act.

[21] The fact that the respondents are first-time homebuyers and that they did not know the rules is not, as they suggested, a defence. Based on the information the respondents provided, they were represented by a lawyer. If they were not told of the relevant limitations and restrictions imposed by the Declaration, that is an issue between the respondents and their lawyer. In any event, the respondents requested other changes and renovations from the Condominium before the modifications in issue.

[22] The defendants assert that other unit owners have made renovations. That is not a defence.

[23] The respondents assert that some of the renovations were already completed when they purchased the unit. They have not tendered evidence to establish this. In any event, that is an issue for another day. If the respondents can establish that some of the unauthorized renovations were completed when they purchased the unit, they may argue they are not responsible for the costs of dismantling them.

[24] The respondents say they cannot afford to remove the basement renovations and want to keep them. I find that they are not entitled to do so.

[25] The respondents say that they cannot afford to pay for the Condominium to dismantle the renovations. They will be given time to do so themselves.

[26] The respondents are ordered to remove all renovations and modifications, including the bathroom and kitchen in the basement, the drywall or other obstruction to the stairs between the basement and main level, the additional lock to the exterior patio door, and any unauthorized modifications to the plumbing, electrical, and ventilation in the basement (the "Modifications") within 30 days of the date of this order.

[27] The respondents shall allow the Condominium or its agents, 35 days from the date of this order, or at any time thereafter that is convenient for the Condominium or its agents, to enter the respondents' unit being the unit legally described as UNIT 30, LEVEL 1, WENTWORTH CONDOMINIUM PLAN NO. 276 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PT BLK C, PLAN M133 DESIGNATED AS PARTS 7, 11, 12, 14, 17 AND 18 ON 62R14554; S/T AN EASEMENT OVER PARTS 11 AND 12 ON 62R14554 AS SET OUT IN LT505343; S/T AN EASEMENT OVER PARTS 14, 17, AND 18 ON 62R14554 AS SET OUT IN LT530360; T/W AN EASEMENT OVER PARTS 15 AND 16 ON 62R14554 AS SET OUT IN LT530360; STONEY CREEK CITY OF HAMITON (18276-0030 (LT)) (the "Unit") and municipally known as 30-76 Frances Avenue, Stoney Creek, Ontario, to inspect for dangerous conditions

which may cause damage to the Condominium property, or risk the health and safety of owners and occupants, and to investigate the state of the respondents' Unit.

- [28] If the respondents fail to remove the Modifications as ordered within 30 days, the Condominium shall be granted temporary vacant possession of the Unit, at dates and times to be determined by the Condominium, on 24-hour's notice to the respondents to remediate the Modifications, and the Condominium is authorized to engage its contractors, professionals, and engineers and related consultants, to undertake such work as is reasonably necessary to address the Modifications.
- [29] The Condominium shall be authorized to remove and place in appropriate storage facilities any chattels or fixtures from the Unit which - in the sole discretion of the Condominium or its contractors, professionals, and engineers and related consultants - are necessary to facilitate the remediation of the Modifications.
- [30] The Condominium seeks full indemnity costs of \$32,545. It argues that the other owners must bear any costs not recovered from the respondents.
- [31] Subject to the provisions of an Act or the rules of this court, costs are in the discretion of the court: s. 131 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43. In exercising that discretion, I may consider, in addition to the result in the proceeding and any offer to settle, the factors enumerated in rule 57.01 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg 194.
- [32] A costs award should reflect what the court views as a fair and reasonable amount that should be paid by the unsuccessful party rather than any exact measure of the actual costs to the successful litigant: *Zesta Engineering Ltd. v. Cloutier* (2002), 21 C.C.E.L. (3d) 161 (Ont. C.A.), at para. 4.
- [33] In fixing costs, the overriding principle is reasonableness. As stated in *Davies v. Clarington (Municipality) et al.*, 2009 ONCA 722, 100 O.R. (3d) 66, at para. 52: "Rather than engage in a purely mathematical exercise, the judge awarding costs should reflect on what the court views as a reasonable amount that should be paid by the unsuccessful party rather than any exact measure of the actual costs of the successful litigant".
- [34] In my view the costs claimed are not fair and reasonable. I fix costs payable by the respondents to the Condominium for all work to date which is the subject of the bill of costs, including work before the commencement of the application and to the date of the application at \$20,000 all-inclusive. The Condominium may add these costs to the common expenses attributable to the Unit, and collect them as such.

[35] The balance of the application, including any claim by the Condominium for damages, losses, costs, or expenses arising out of any work done to address the Modifications shall be returned on ten days' notice to the respondents.

Justice M. Bordin

Released: October 9, 2026

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