

Furtado v. Metropolitan Toronto Condominium Corporation No. 914, 2026 ONCAT 175

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CONDOMINIUM AUTHORITY TRIBUNAL

DATE: September 11, 2026

CASE: 2026-00210R

Citation: Furtado v. Metropolitan Toronto Condominium Corporation No. 914, 2026 ONCAT 175

Order under section 1.44 of the *Condominium Act, 1998*.

Member: Anne Gottlieb, Member

The Applicant,

Ricco Furtado

Self-Represented

The Respondent,

Metropolitan Toronto Condominium Corporation No. 914

Represented by Jordan Cowman, Counsel

Hearing: Written Online Hearing – April 30, 2026 to August 14, 2026

REASONS FOR DECISION

A. INTRODUCTION

- [1] Mr. Furtado owns a unit in Metropolitan Toronto Condominium Corporation No. 914 (“MTCC 914”). On February 13, 2026, he made a Request for Records (the “Request”), for “work order December 27, 2025, to February 3, 2026”. MTCC 914 states that this Request is not clear and vague. MTCC 914 further maintains that it did produce records to Mr. Furtado, in good faith.
- [2] Mr. Furtado states that he is seeking unredacted records from Trademark Plumbing and Heating Ltd. (“Trademark Plumbing”). During this hearing Mr. Furtado has characterized his Request to include work orders and quotes, invoices, receipts and contractor logs for Trademark Plumbing. He has referred to “service orders and service authorizations” and “scope of work”, and “all related invoices/receipts”.
- [3] Mr. Furtado asks for the maximum penalty of \$5,000 pursuant to the *Condominium Act 1998* (the “Act”), and his costs of \$483.80 which include \$200 in Tribunal filing

fees and \$283.80 administrative/mailling costs.

- [4] While I have read all the submissions and reviewed all the evidence provided to me, I have only referred to those necessary to make my decision. I find that MTCC 914 has not refused to provide records without reasonable excuse and I decline to make the orders that Mr. Furtado seeks. I award no penalty in this matter. For the reasons outlined below, I order Mr. Furtado to pay \$500 in costs to MTCC 914.

B. BACKGROUND

- [5] The Request stems from a plumbing matter in Mr. Furtado's unit related to a leak in the wall faucet, from the laundry room on January 5, 2026. There was also an earlier plumbing matter in the latter part of 2025, as evidenced by emails sent to and from management and Mr. Furtado.
- [6] Mr. Furtado indicates that on December 30, 2025, MTCC 914's Site Administrator, Judy Freedman, provided him with a copy of the initial Trademark Plumbing Job Report. According to Mr. Furtado, a technician from Trademark Plumbing entered his unit, executed a building-wide water riser shutdown, and structurally cut an eight foot load-bearing steel stud.
- [7] Mr. Furtado drew my attention to emails from January 16, 2026, January 30, 2026, and March 4, 2026, all referencing work done by Trademark Plumbing. These he submits to provide context and details to substantiate his claim that work was done and that therefore records should exist and are being denied to him.

ISSUES & ANALYSIS

- [8] The following issues need to be determined in this case:
1. Has MTCC 914 refused to provide records without a reasonable excuse and if so, should a penalty be awarded under s. 144 (1) 6 of the Act?
 2. Should there be an award of costs?

Issue no 1: Has MTCC 914 refused to provide records without a reasonable excuse and if so, should a penalty be awarded under s. 144 (1) 6 of the Act?

- [9] MTCC 914 submits that a 'work order' is not a record that a condominium corporation is required to keep under s. 55 (1) of the Act. This is not a question before me to determine, per se, because, as the Stage 2 Summary and Order (the "Summary and Order"), indicates, MTCC 914 advised Mr. Furtado that no work order exists for Trademark Plumbing.

- [10] MTCC 914 also states that the Request made by Mr. Furtado on February 13, 2026, was too vague and that Mr. Furtado failed to clarify his request. I find that the words “work order December 27, 2025, to February 3, 2026” are indeed vague. The Request does not reference plumbing or a particular plumbing company. It does not specify that the Request is related to his own unit. It does not specify a particular record. I find this to be a reasonable excuse for not providing records.
- [11] The Summary and Order indicates that MTCC 914 did provide Mr. Furtado with two quotes being the January 22, 2026, quote from CT Restoration and February 27, 2026, quote from GTA Reno, “upon the Respondent’s advice that no work orders exist”. Nonetheless, Mr. Furtado insists that the work order/quote for Trademark Plumbing specifically mentioned by the Property Manager in a March 2026 email, has not been produced.
- [12] Mr. Furtado objected to MTCC 914 calling Ms. Nurmohamed, to provide testimony. I allowed the written testimony, as there was evidence before me that Ms. Nurmohamed was copied on multiple email exchanges between Mr. Furtado and the site manager. I note that Mr. Furtado wanted to hear directly from the superintendent who attended his unit and was present when the eight foot steel stud was cut. It was open to him to summon that witness.
- [13] Ms. Nurmohamed, President of Royale Grande Property Management Ltd., testified that work was not completed by Trademark Plumbing and that a work order and quotes sought by Mr. Furtado do not exist. I accept this testimony as credible. I accept the explanation and testimony that there was no quote and there was no work order from Trademark Plumbing. I cannot order the production of something that does not exist.
- [14] Mr. Furtado has tried to distinguish this case from the case of *Zhou v. Metropolitan Toronto Condominium Corporation No.1107*¹. I find that case to be directly on point at paragraph 16 of that decision:

The Tribunal cannot order production of a record that does not exist or order the condominium to create a record solely to satisfy the Applicant's belief or demand that such a record must exist. I also note that whether or not the nonexistence of any of these particular records is indicative of improper board governance is not a determination for me to make in the context of the

¹ *Zhou v. Metropolitan Toronto Condominium Corporation No.1107*, 2021 ONCAT 126

Tribunal's current jurisdiction. The Tribunal cannot provide relief to this issue at this time.

- [15] The Request was for a work order. It then evolved into a "quote/work order". Then it became "unredacted Trademark Plumbing and Heating Ltd., scope of work, and all related invoices/receipts". A Request for Records is intended to be for a specific record, and not for information.
- [16] There is likely an invoice or proof of payment by MTCC 914 for work done by Trademark Plumbing on Mr. Furtado's unit. However, that did not form part of his Request made on February 13, 2026. It was not refused in this case, as it was not what was requested.
- [17] Mr. Furtado further claims that MTCC 914 is not keeping adequate records. He does not substantiate this claim, and I have no basis to find that MTCC 914 is failing to keep adequate records.
- [18] Mr. Furtado has asked for the maximum penalty in the amount of \$5000. Under s. 1.44 (1) 6 of the Act a penalty may be awarded, at the discretion of the Tribunal, if there is a refusal to provide records without a reasonable excuse. I do not find that there has been a refusal without a reasonable excuse and therefore no penalty should apply.

Issue no 2: Should there be an award of costs?

- [19] Mr. Furtado has not been successful before this Tribunal and his requests for costs are denied. MTCC 914 has asked for its legal costs on a substantial indemnity basis.
- [20] Section 1.44 (1) 4 of the Act states that the Tribunal may make an order directing a party to the proceeding to pay the costs of another party to the proceeding. Section 1.44 (2) of the Act states that an order for costs shall be determined in accordance with the rules of the Tribunal. The cost-related rule of the Tribunal's Rules of Practice which is relevant to this case reads as follows:

48.1 If a Case is not resolved by Settlement Agreement or Consent Order and a CAT Member makes a final Decision, the unsuccessful Party will be required to pay the successful Party's CAT fees unless the CAT member decides otherwise.
- [21] In closing submissions MTCC 914 submitted that Mr. Furtado unnecessarily prolonged the proceedings. They state that he was responsible for the length and complexity of the hearing and they itemize the following list of purported actions and steps taken by Mr. Furtado:

1. Taking unreasonable positions throughout;
2. Failing to specify what documents he was requesting in the records request;
3. Demanding that the Respondent deliver non-records of the Corporation;
4. Demanding the production of records outside of the original request;
5. Requesting orders outside of the jurisdiction of the CAT;
6. Objecting to the Respondent and to the Adjudicator at every instance of stage 3;
7. Requesting an excessive number of witnesses;
8. Uploading an excessive number of documents that counsel for the Respondent was required to review;
9. Continued use of AI generated responses that were lengthy, irrelevant and incoherent despite warnings that he cease doing so; and
10. Failure to accept the fact that the Trademark Plumbing Records do not exist.

[22] I have taken this list provided by MTCC 914 into consideration, as part of the evaluation of an award of costs. I do not agree with all the characterizations of the proceedings in Stage 3 outlined by MTCC 914. Mr. Furtado insisted that he wanted things to move ahead more quickly. However, the irony is that some of his statements and submissions did slow the process, even if there was no intentional delay on his part. I recognize that his use of AI was to assist him in the preparation of his case. However, some of the statements were overly elaborate and 'off topic'. On several occasions Counsel sought direction from me, to inquire if they were required to respond to something tangential or not relevant.

[23] This was not a complicated case, and I find that the legal fees are not proportionate to the issues to be decided. On the other hand, Mr. Furtado should be responsible for some of the legal costs because of the evolving nature of his Request and the submissions and statements that were not relevant. It would not be fair to other unit owners to bear the entire legal costs. I take into consideration that Mr. Furtado is a self represented party and this is his first time before the Tribunal. For these reasons, I order Mr. Furtado to pay the sum of \$500 to MTCC 914.

C. ORDER

[24] The Tribunal Orders that:

1. This application is dismissed.
2. Pursuant to s. 1.44 (1) 4 of the Act, and within 30 days of the date of this decision, Mr. Furtado shall pay MTCC 914's costs in the amount of \$500.

Anne Gottlieb
Member, Condominium Authority Tribunal

Released on: September 11, 2026