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CONDOMINIUM LAW AND ADMINISTRATION

Audrey M. Loeb Release No. 6, September 2025

Condominium Law and Administration is an invaluable resource for those involved in conveyancing, development, condominium management or the representation of condominium corporations, whether inside or outside of Ontario.

This release features updates to Appendix K.

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Highlights

- ALBERTA—CONDOMINUM PROPERTY ACT—SECTION 1(1) IN-TERPRETATION—BARE LAND UNITS—Units without buildings are defined as bare land units in section 1(1)(b) and (y)(ii). A building need not have been constructed for bare land condominium units to be "occupied". One can occupy a unit of a condominium plan without there being a building on the unit. This is especially so in a commercial development where owners are renting their units which include bare land for storage and other units that are parking stalls without a building. The word "occupied" is not defined in the Condominium Property Act. Where the word it is not defined in the by-laws, then whether a bare land unit was occupied involved consideration and weighing of different factors. Being "occupied" did not require all factors to be present. Three significant factors in determining whether units without buildings were occupied were: (1) whether the unit was being rented and a fee was being collected; (2) whether the unit was being used for its intended purpose; or (3) whether it was being used by anyone specific. These factors are consistent with the need and purpose of condo fees. The paying of the parking stalls is irrelevant as it does not determine whether the units could have been used for their intended purpose. (Ferchoff v. Condominium Corporation No. 1412788, 2025 CarswellAlta 1439 (Alta. C.A.)).
- ALBERTA—CONDOMINIUM PROPERTY ACT—SECTION 25 CONDOMINIUM CORPORATION—APPEALS—In exercising its discretion with respect to extending the time limit to file an appeal, the Court of Appeal will consider whether the applicant has shown that: (1) the applicant had a bona fide intention to appeal the decision while the right to appeal existed; (2) the explanation given for the failure to appeal in time excuses or justifies the delay in filing; (3) the other party has not been prejudiced by the delay to such a degree that it would be unjust to disturb the judgment; (4) the applicant did not benefit from the judgment under appeal; and (5) the appeal has a reasonable prospect of success. If the applicant cannot satisfy some or all of these criteria, the court may still exercise its discretion to grant an extension in unique or special circumstances, if it is in the interests of justice to do so. Extending time for hopeless appeals is of no benefit to anyone. (Shakeri v. Condo Corporation: Series Management Inc (203532171), 2024 CarswellAlta 3263 (Alta. C.A.)).
- SASKATCHEWAN—THE CONDOMINIUM PROPERTY ACT, 1993—SECTION 65(6) DUTY TO INSURE—GENERALLY—Subsection 65(6) of the *The Condominium Property Act, 1993* makes it clear that unit owners/landlords are liable to the condominium board for damage caused by their tenant. While it is open to landlords to subsequently seek recovery of any damages from their tenant, this provision permits the condominium board to recover repair costs from the unit owners by adding the costs to the common expenses payable by the unit owners. (Owners: Condominium Plan No. 87R53163 v. Zeng, 2024 CarswellSask 364 (Sask. K.B.)).