



- [2] Christopher Mills is a unit owner. Until last summer he resided in his unit. He suffers severe and pervasive disabilities that impact and impair his ability to participate in the condominium community.
- [3] The condominium corporation claims that for several years Mr. Mills has terrorized the community to the extent that owners do not use some common areas for fear of being harassed by Mr. Mills. Numerous third part contractors refuse to attend the condominium to provide much-needed maintenance and repairs due Mr. Mills' unrelenting harassment of their employees. It claims that the fire alarm system in the condominium was not functioning properly for a number of years due to Mr. Mills' refusal to allow contractors to access his unit in accordance with the rules of the condominium. He threatened to send asbestos to peoples' homes. He played audio recordings loud enough for the whole condominium community to hear on a repeating loop for hours at a time. He has been charged with criminal harassment of the President of the condominium corporation.
- [4] The condominium corporation seeks the following order:
2. THIS COURT ORDERS that the Respondent shall not, at any time hereafter,
    - a) communicate with the Board of Directors by any means, except in the event of an emergency, through the Corporation's mailing address and/or email address;
    - b) fail to provide access to Unit 96 to the Applicant and the Applicant's authorized agents and contractors at any time upon twenty-four (24) hours notice;
    - c) fail to provide access to Unit 96 immediately in emergency situations, as determined by the Applicant's Board of Directors in their sole discretion, acting reasonably;
    - d) communicate in any way with Corporation's authorized agents and contractors;
    - e) make any threats directed toward the Board of Directors and their legal counsel;

- f) post unauthorized notices on the property and the common elements; and
- g) play audio recordings on the common elements at any time;

### **Mr. Mills' Position**

- [5] In accordance with an accommodation plan implemented with input from Mr. Mills and various consultants whom he had retained at various stages, Mr. Mills listened to the oral submissions of the lawyer for the applicant and then made his submissions in writing by email during the hearing. The court took breaks as needed to allow Mr. Mills to compose his submissions.
- [6] The Court Services Division of the Ministry of the Attorney General retained a Communications Intermediary to assist Mr. Mills communicate with the court. At the conclusion of the hearing, she confirmed that Mr. Mills had been able to receive and respond fully and in his own words to the submissions made on behalf of the applicant. Mr. Mills' partner, Ms. Rudzik was onscreen during the Zoom hearing to convey Mr. Mills words. He was present with her but not visible onscreen.
- [7] Mr. Mills denies harassing the President of the condominium corporation. He acknowledges being hyper-sensitive to her presence. He refers to doctors' notes listing his various needs for accommodation and argues that the condominium corporation must accommodate him by requiring the President to stay out of his sight. Mr. Mills writes:

I have no intention to harm her, I need distance from [the President] which is why I notify the board every time she is there and record her so that it is documented that she is not obeying doctor's recommendations and the much needed accommodation plan.
- [8] By notifying the board, Mr. Mills means sending numerous emails alleging harassment by the President when she is on the condominium grounds and playing a loud recording on a repeating loop claiming that he is being harassed by the President. Plus, as he says, he records her movements.

- [9] Mr. Mills denies refusing access to his premises or harassing contractors. He acknowledges requiring accommodations for his disabilities to ensure his safety and that of his family. To the extent that I am required to make findings below, the issue often resolves to difference of one's point of view as to whether one person's request for accommodation is another person's harassment.
- [10] Mr. Mills also requires accommodation by not seeing the written names of the President of the condominium corporation or the applicant's lawyer. He is also triggered by hearing either of their names spoken. Among the accommodations directed to enable Mr. Mills to participate in the hearing process, I required that there be no reference to their names during the hearing. Counsel's name was not shown on Zoom. If the President was present, she was not identified by name or video.
- [11] Counsel is entitled to have his name connected with this case report. To accommodate Mr. Mills, I have not included counsel's name in the normal location in the Title of Proceeding on the first page above. I have however included it in Schedule "A" to these reasons. Mr. Mills is warned that counsel's name is visible in the full title of proceedings set out in Schedule "A". Mr. Mills should not look at Schedule "A" if he does not wish to see the lawyer's name. I have put a warning page before Schedule "A" as well.

## **Outcome**

- [12] At the hearing, Mr. Mills requested an adjournment to allow him to file evidence. I reserved on that request at the hearing and heard and read the parties' submissions on the merits. It turns out that since Mr. Mills no longer resides in his unit, he is prepared to agree to most of the applicants' requests.
- [13] Mr. Mills says that he needs to communicate with the board to some degree associated with his desire to sell his unit. Moreover, there seems to be some confusion as to which email address Mr. Mills is to use to communicate with the condominium corporation. However, those concerns are readily soluble.
- [14] In his written submission, Mr. Mills expressly stated that since his unit has tested negative for asbestos and he has left, he no longer objects to workers accessing the unit for needed work. He no longer objects to

proposed brickwork. He will no longer play his recorded audio loops. He agrees that he no longer needs to post notices in common areas or on the community bulletin boards.

- [15] Mr. Mills acknowledges that he sent emails suggesting that he would safely send asbestos to various peoples' homes so they could feel what he felt like fearing asbestos in his unit. He objects to the characterization of these communications as a threat. He does not assert a right to threaten others.
- [16] I will deal briefly with the adjournment, which I deny, and a few areas of disagreement that the parties deserve to have aired. The only issues that I see remaining are when and how Mr. Mills may communicate with the condominium corporation and third party contractors. Mr. Mills agrees not to do all the other things asked and orders will go accordingly.

### **Adjournment**

- [17] This application was commenced in June, 2019. Mr. Mills has utilized the services of at least seven lawyers and numerous consultants to assert his rights and to require accommodations.
- [18] On March 27, 2021, I gave directions for the hearing of this application to proceed on April 6, 2021 as scheduled by Dunphy J. in CPC last January. Mr. Mills then delivered a formal motion to adjourn supported by an affidavit sworn before a lawyer. In an endorsement dated April 1, 2021, I refused that adjournment request.
- [19] The hearing was schedule originally for May, 2020 at CPC with a lawyer present for Mr. Mills. The lawyer left the scene shortly before Mr. Mills' material was due.
- [20] The May hearing was cancelled due to COVID-19. In September, 2020, a different and senior counsel for Mr. Mills attended CPC and agreed to a schedule for Mr. Mills' evidence to be delivered by November 30, 2020. According to counsel for the applicant, that lawyer left the scene days before Mr. Mills' material was due.
- [21] On January 12, 2021, Dunphy J. ordered that Mr. Mills' material be filed by February 16, 2021 on a peremptory basis.

- [22] Among the requests for accommodation asserted by some of Mr. Mills' doctors is relief from all necessity to meet timelines in this proceeding. Some assert that the proceeding should not proceed if one considers only Mr. Mills' best interests.
- [23] The difficulty as I explained in a prior endorsement, is that unlike Mr. Mills' doctors, the court is concerned with two parties. They are in a dispute. There is a clash of their respective assertions of rights.
- [24] As a result of there being a dispute, the rules of procedural fairness require the court to hold a form of hearing and to ensure that both parties have fair opportunities to participate. They must each know the case that they have to meet and have a fair chance to present their case to the court.
- [25] I completely accept the imperative for the court to accommodate Mr. Mills' disability to the point of undue hardship. But the accommodation is to ensure that Mr. Mills has a fair opportunity to participate and advance his position in this proceeding. He has had far longer than the three to six months respite some doctors suggested for Mr. Mills in 2020 and before.
- [26] Accommodating Mr. Mills' participation does not mean that the applicant can be deprived of its entitlement to have its rights adjudicated by the court in a fair process. In my view, it would be undue hardship on the applicant to adjourn to allow Mr. Mills to deliver evidence delivered in draft on the eve of the hearing.
- [27] Mr. Mills provides no evidence as to what efforts he made to submit his evidence on a timely basis in face of three prior scheduling orders the last of which was peremptory. I adopt my reasons dated April 1, 2021 and my assessment of the factors discussed in *Bhimji Khimji v. Dhanani*, 2004 CanLII 12037 (ON CA). Allowing Mr. Mills to file material now would set this hearing back to the beginning. The respondent has been more than fair in its acceptance of delays to accommodate Mr. Mills. It is entitled to have a determination of the merits.
- [28] Moreover, in light of Mr. Mills' submissions, agreeing to almost all of the relief sought, there is no point in hearing a vast further explanation of Mr. Mills' accommodation requests. I have no doubt that he believes that

he was requesting accommodations. His subjective intention is not the issue.

[29] The remaining issues are: (a) how can Mr. Mills communicate with the condominium corporation for the purposes of his sale of his unit; and (b) ought an order be made about third party contractors.

[30] In my view, no purpose is served in forestalling the resolution of the issues and doing so would amount to a denial of fair and timely justice to the applicant (and therefore undue hardship to it and the administration of justice).

### **Communicating for the Sale of Mr. Mills' Unit**

[31] I accept that there is some minimal need for information flow among Mr. Mills and the condominium corporation to obtain an updated status certificate and to arrange for the closing of the sale of his unit. That can be accommodated by requiring that communication be restricted to the real estate lawyer acting for Mr. Mills on the sale. The real estate lawyer may send emails as professionally required to the applicant's counsel or to such personnel of the applicant as its counsel may direct in writing to complete the sale of the unit and no more.

[32] Mr. Mills submits that email communication is a passive form of communication that particularly suits his disabilities. He says that his anxiety can often be satisfied by as few as three emails on a topic.

[33] Mr. Mills does not acknowledge that the receipt of his numerous emails has become overwhelming for the applicant's personnel. He does not acknowledge any limit on how he affects others as long as he perceives himself to be requiring accommodation for his disabilities.

[34] Reading, analyzing, and responding to Mr. Mills' emails represents the vast bulk of the work of the applicant's staff and volunteers. Counsel frequently is required to become involved. Mr. Mills' emails exceed any reasonable expectation for the sheer volume of communication without even considering the tone or content. They are prejudicial in that they have and have had a negative and costly effect on the applicant and its personnel. I have no hesitation finding the email communication oppressive under the *Condominium Act, 1998* and granting the relief sought subject only to the exception referred to in para. 31 for Mr. Mills' real estate counsel.

[35] As noted previously, I have no doubt that Mr. Mills finds his manner of communication driven by his disabilities. But it is oppressive and undue hardship to force others to endure harassment and oppression by him.

### **Third Party Contractors**

[36] Mr. Mills says that he has required the condominium to fulfill its asbestos remediation requirements. His demands for accommodation from the risk of asbestos and other contamination and his repeated complaints and allegations about his safety have led to third party contractors not being allowed into his unit and needed maintenance not being performed.

[37] When asserting his right to safety as he sees it, he challenges contractors' competency to their regulators, complains to the Ministry of Labour, calls the police, inundates independent businesses with emails and voicemails often threatening to sue them, alleges harassment, and has had verbal altercations with some (which can be two-way streets no doubt).

[38] There is evidence before the court from contractors who are at arm's length from the applicant who will not attend the condominium corporation unless Mr. Mills is ordered to keep away from their staff. A third party contractor required security guards be hired by the condominium corporation to protect its staff. Mr. Mills then found the security guards presence to be triggering and claimed they were harassing him.

[39] Among Mr. Mills demands for accommodation is a requirement that the condominium corporation remediate the inside of his unit (for \$20,000). The condominium corporation denies the obligation of the other fourteen owners to pay for the interior renovation of Mr. Mills' unit. Under the Declaration, each owner is responsible for her or his own internal space.

[40] The condominium corporation has obtained several asbestos reports from qualified experts. Mr. Mills relies on one report saying that it should be updated annually. Despite that requirement, (and whether it is legally binding or not) the condominium corporation has obtained enough reports that Mr. Mills now accepts that his unit is not at risk of asbestos. Accordingly, this asbestos derivation of much of this issue is only of historic interest.

## Remedy

- [41] This is an extreme case on the facts. Mr. Mills' assertions of his rights clashes with the rights of others. Service providers are required to accommodate Mr. Mills' disabilities so he can fairly access their services. But no one is required to endure the onslaught of harassment brought by Mr. Mills.
- [42] It is trite law that condominiums are particular form of communal living. Some loss of privacy and autonomy is endemic to the very nature of a condominium community. Respecting interpersonal boundaries is especially important when one has ongoing close contact with ones' neighbours.
- [43] A demand for accommodation is only one side of the community living equation. People are required to recognize Mr. Mills' disabilities and aid him accessing their goods and services to the point of undue hardship. But the duty to accommodate does not eliminate altogether the other parties' rights and the need for Mr. Mills to obey the law and the rules of the condominium. A right to accommodation to participate in the community is not license to harass, oppress, or unilaterally dictate rules for how the condominium community behaves.
- [44] The facts easily amount of breaches of s. 117 of the statute and oppression. I do not need to get more specific than the two issues above in view of Mr. Mills' agreement to cease and desist from the other behaviours to which the condominium corporation objects.
- [45] Order to go as sought in Appendix "C" of the applicant's factum with the exception referred to in para. 31 above.
- [46] As the form of order is already approved (subject to the precise wording of the exception in para, 31 above) there is no need for further approval of the draft order as to form and content. Accordingly, I dispense with the requirement for approval of the form and content of the order. Counsel for the applicant may submit upload it to Caselines for signature. I will ensure that the drafting captures the intent of para. 31.
- [47] The applicant may deliver cost submissions no later than April 22, 2021. Mr. Mills may deliver cost submissions no later than May 7, 2021. In addition, the parties may deliver copies of any offers to settle on which they rely. Submissions shall be no longer than three pages.

- [48] All costs material is to be filed through the Civil Submissions Online portal and uploaded to Caselines. I direct counsel for the applicant to upload Mr. Mills' submissions to Caselines if he requests assistance.
- [49] No case law or statutory material is to be submitted. References to case law and statutory material, if any, shall be embedded in the parties' submissions as hyperlinks to CanLII.
- [50] Except as expressly set out in paras 46 to 49 above, this application is over. Neither party is to contact the court further. Either party may send an order form to the Records Management Office to request a transcript if so advised. But there should be no further emails sent to courtroom registrars, judicial assistants, court staff, the Accommodations Office, or other court personnel.

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FL Myers J

**Released:** April 8, 2021

**WARNING:**

**THE NEXT PAGE IS SCHEDULE “A’ AND  
DISPLAYS THE NAME OF  
COUNSEL FOR THE APPLICANT.**

**SCHEDULE “A”**

METROPOLITAN TORONTO	)	
CONDOMINIUM CORPORATION	)	
NO. 580	)	
	)	
Applicant	)	Jordan Cowman
- and -	)	
	)	
CHRISTOPHER MILLS	)	
	)	
Respondent	)	<i>Christopher Mills</i> in person
	)	
	)	

**CITATION:** Metropolitan Toronto Condominium Corporation No. 580 v.  
Mills, 2021ONSC 2616  
**COURT FILE NO.:** CV-19-622785  
**DATE:** 20210408

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

METROPOLITAN TORONTO  
CONDOMINIUM CORPORATION NO. 580  
Applicant

– and –

CHRISTOPHER MILLS  
Respondent

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**REASONS FOR JUDGMENT**

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FL Myers J

**Released:** April 8, 2021