

- (0.a) the principle of indemnity, including, where applicable, the experience of the lawyer for the party entitled to the costs as well as the rates charged and the hours spent by that lawyer;
- (0.b) the amount of costs that an unsuccessful party could reasonably expect to pay in relation to the step in the proceeding for which costs are being fixed;
- (a) the amount claimed and the amount recovered in the proceeding;
- (b) the apportionment of liability;
- (c) the complexity of the proceeding;
- (d) the importance of the issues;
- (e) the conduct of any party that tended to shorten or to lengthen unnecessarily the duration of the proceeding;
- (f) whether any step in the proceeding was,
 - (i) improper, vexatious or unnecessary, or
 - (ii) taken through negligence, mistake or excessive caution;
- (g) a party's denial of or refusal to admit anything that should have been admitted;
- (h) whether it is appropriate to award any costs or more than one set of costs where a party,
 - (i) commenced separate proceedings for claims that should have been made in one proceeding, or
 - (ii) in defending a proceeding separated unnecessarily from another party in the same interest or defended by a different lawyer; and
 - (iii) any other matter relevant to the question of costs.

...

Quantum of Costs

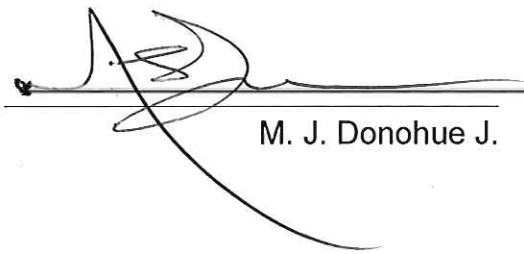
- [4] The applicant's costs outline seeks full indemnity costs of \$44,980.59.
- [5] The respondents provided their costs outline of \$20,026.24 as comparison and submitted that in other cases costs have been fixed in the area of \$25,000.

Considerations in this Matter

- [6] The applicant was fully successful. I found that the respondents had flouted rules, been physically aggressive, intimidated others, harassed others and showed disrespect of others. This included the condominium employees, the Board and the other condominium residents.
- [7] The application included cross-examinations of all parties and answering undertakings as well as a detailed factum for the hearing. This hearing involved *two* respondents which I find increased the overall costs.
- [8] The respondents were under a *contractual obligation* to indemnify and save harmless the applicant corporation from and against the costs incurred in seeking compliance with the *Condominium Act*, on a *full indemnity basis*.
- [9] The applicant provided *two offers to settle* which would have provided a more favourable and less costly result for all parties concerned.

Conclusion

- [10] The materials and effort presented by the applicant's counsel well supports the costs outline as presented.
- [11] In the circumstances of this case I consider that a full indemnity costs order is appropriate.
- [12] I order costs of **\$44,980.59**. The respondents are jointly and severally liable for the costs. If the award is unpaid within 30 days of this order, the total may be added to the common expenses attributable to the respondents' respective units and shall be collectible as such.



M. J. Donohue J.

CITATION: Niagara South Condominium Corporation No. 12 v. Kore, 2022 ONSC 539
COURT FILE NO.: CV-21-60160
DATE: 20220124

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

Niagara South Condominium Corporation No. 12

Applicant

– and –

John Kore and Patrick Leblanc

Respondents

COSTS DECISION

M. J. Donohue J.

Released: January 24, 2022