

Condominium Authority of Ontario/Condominium Management Regulatory Authority of Ontario Memorandum of Understanding

Revised: December 18, 2019

Preamble

The Condominium Authority of Ontario (CAO) and Condominium Management Regulatory Authority of Ontario (CMRAO) are organizations with distinct consumer protection objectives. The CAO's aim is to improve condominium living by providing services and resources to support condominium communities. The CMRAO provides oversight of condo managers and management companies to help protect consumers in Ontario's rapidly growing condo sector. Since their inception in 2017, the CAO and the CMRAO have shared resources to achieve financial and operational efficiencies.

Purpose

This Memorandum of Understanding ("MOU") establishes how the two organizations will work together in a way that will uphold and support their integrity, efficiency, and effectiveness; support the achievement of their respective consumer protection mandates; and maintain the protection of personal and confidential information. Further, this MOU seeks to define the relationship between the CAO and the CMRAO and provide a framework for ongoing cooperation. The terms used in this MOU are defined in Schedule A.

Guided by these goals, both organizations will undertake the measures outlined in this document in three key areas of coordinated activities:

- 1) financial arrangements and resource sharing;
- 2) co-ordination of communications and common activities;
- 3) exchange of information.

Guiding Principles

The following general principles underpin and inform all aspects of this MOU.

- Recognition that each organization is
 - independent
 - created and mandated by organization-specific legislation

- led by separate independent boards of directors, and
 - accountable to the Minister through its own administrative agreement
- Respect for and recognition of (in fact and appearance) the independence of both organizations, and in particular the Condominium Authority Tribunal (CAT) as the neutral body, authorized by legislation to resolve disputes that may involve constituents or stakeholders of both organizations.
 - Commitment to protecting Personal Information.
 - Sharing of resources (staff, facilities) to minimize operational costs for both organizations.
 - Collaboration to advance customer service, consumer protection, and value for money in Ontario's condominium sector.

Legislative Authority

This MOU is entered into by the CAO and the CMRAO under authority granted in the *Condominium Act, 1998*, and the *Condominium Management Services Act, 2015*.

In the event of any conflict between the MOU and any statute or regulation, the statute or regulation prevails.

Mandate and Responsibility of Parties

The CAO's mandate is to protect consumers and support condominium communities as a trusted source of information on general rights and obligations of condo owners and directors, and to provide dispute resolution services to help improve condominium living in Ontario.

The CAO supports condominium communities by providing resources and services, including:

- Information and resources, including templates, tools, and self-help guided steps and materials, on the CAO's website
- Support to condominium communities by answering questions and queries by phone and email.
- Dispute resolution services through the CAT, in accordance with the authority and powers given to the CAT under the Condo Act
- Mandatory training for all condominium directors elected or appointed on or after November 1, 2017; and

- An online, searchable public Registry containing the most recently filed information included in condominium returns and notices of change for every condo corporation in Ontario.

The CMRAO is mandated to provide consumer protection for Ontarians living in condominiums by setting standards and enforcing mandatory licensing of condo managers and condo management firms.

The CMRAO protects condominium communities and builds trust in condominium management services by:

- Administering a mandatory licensing system for all condo managers and management service providers;
- Maintaining an online registry of licensed condo managers and condo management companies;
- Promoting and enforcing compliance of licensees with the Condo Act, the CMSA, licensing requirements, and the Code of Ethics;
- Handling complaints about licensees by conducting inspections and/or investigations, assisting in issues resolution, holding discipline hearings, and taking corrective regulatory actions, where appropriate.

Areas of Co-ordination

1) Financial Arrangements and Resource Sharing

As the organizations were launched by the Ministry of Government and Consumer Services using shared resources to reduce costs, and given their consumer protection mandates in the condominium sector, the CAO and the CMRAO will continue a cost-sharing arrangement related to facilities and equipment, technology infrastructure, information technology, and finance staff.

Generally, the sharing of costs is calculated on the proportional size of each organization based on staffing numbers. As of April 1, 2018, generally the CAO is responsible for 70%, and CMRAO is responsible for 30% of the shared costs. In some specific cases, costs that are shared by the organizations shall be negotiated and mutually agreed to by the parties. The cost-sharing ratio will be re-calculated following any significant changes to the organizations' mandates, staff composition, and/or at least quarterly, and adjusted accordingly.

2) Communication and Common Activities

In keeping with the Guiding Principles, the CAO and CMRAO will:

- (a) Collaborate and/or consult with each other on communications, consultations and publications where it would be effective and efficient to do so.
- (b) Inform each other of the results of stakeholder and other public consultations and discussions, as appropriate.
- (c) Share communications issued to condo community stakeholders to keep each other informed.
- (d) Make reasonable efforts to consult each other and provide notice pertaining to issues arising that may impact the fulfilment of their respective mandates.
- (e) Collaborate to address reputational issues and coordinate key public messages.
- (f) Hold joint Board of Directors' meeting at least once a year to communicate issues, organization changes, and general governance matters.

3) Exchange of Information

(a) Information Collection

The CAO and the CMRAO are authorized to receive information based on their legislative authority set out in the *Condo Act* and the *CMSA*.

The CAO and CMRAO will collect Personal Information only where it is required for their legitimate purposes to fulfill their statutory mandates and such information will not be shared between organizations except as specified in section (b) below. The CAT, as a tribunal embedded in the CAO may require the collection of Personal Information or receive Personal Information as part of any proceeding before the CAT.

While, neither the CAO nor the CMRAO are subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FIPPA), each organization has adopted its own Access and Privacy Policy, which sets out provisions for the collection, access and retention of Personal Information.

The CAO and the CMRAO recognize the importance of protecting the Personal Information and records in their care. To prevent the unauthorized disclosure, use, copying or modification of Personal Information in the custody or under the control of the organizations, access to such information is restricted using appropriate security

access mechanisms laid out in their Access and Privacy policies.

(b) Information Sharing

The CAO and the CMRAO will share information received in the course of fulfilling their legislative duties as authorized by law and to achieve consumer protection.

Specifically:

- The CAO has the authority, under s.9.8 of the *Condo Act*, to communicate or to share information it receives in exercising a power or carrying out a duty related to the administration of Part 2.1 of the Act to prescribed entities or organizations if the purpose of the communication is consumer protection. The CMRAO is a prescribed organization for the purposes of s.9.8, per O. Reg. 377/17.
- The CMRAO has authority under s. 72 (1) of the CMSA to share information obtained in the course of exercising its duties with any “*ministry, department or agency of a government engaged in the administration of legislation similar to this Act or legislation that protects consumers or to any other entity to which the administration of legislation similar to this Act or legislation that protects consumers has been assigned.*”

The CAO and CMRAO will provide each other with authorized information under the legislation at intervals and in a level of detail determined to be appropriate in the administration of each organization’s mandate and in accordance with their respective Access and Privacy Policies.

The CAO and CMRAO will maintain the confidentiality of information and will disclose it to another person, entity, or organization only in accordance with their respective Access and Privacy Policies.

The CAO and the CMRAO will share information regarding any illegal activities that may come to their attention in the course of fulfilling their mandate (i.e. the behavior of a condo manager or corporation that is in contravention to the legislation).

The CAO and the CMRAO will share human resources information and knowledge, only if required with respect to shared resources and policies that directly affect the CAO or CMRAO.

The CAO and the CMRAO will share information regarding risk management models to ensure that risk management practices are aligned.

The CAO and the CMRAO may share non-confidential information arising from their respective board of directors’ meetings and decisions that may affect both parties.

Each party will share complaints from the condominium community or the public with the other, but only if the complaint impacts on the fulfilment of the mandate of either party, and if sharing is determined to be appropriate and for the purposes of consumer protection.

(c) Costs

The CAO and the CMRAO will share information on a zero-cost basis. Should any requests for information have significant cost implications, written notice will be provided by the requested party, including a rationale and cost estimates.

Liability

The parties agree that the information provided pursuant to this agreement is on an as-is basis. No claim, liability, or cause of action whatsoever shall be initiated by one party against another as a result of the information provided. The party receiving the information assumes all liability for its reliance or use of such information to the exclusion of the providing party. Nothing in this agreement shall be construed as giving rise to any claim or liability against either party.

Designation of Officials

The CAO and the CMRAO will designate officials from both parties to administer this MOU. The names of the designated officials will be noted as Schedule B herein and will be updated upon change of officials.

Issue Resolution

Operational issues concerning this MOU will be settled by designated officials of each party. If an operational issue is unresolved, it will be escalated to the signatories of the MOU.

Confidentiality and Security

The CAO and the CMRAO agree to restrict the use of information obtained by either party to matters of administration and enforcement of the *Condo Act*, and of the *CMSA*

The CAO and the CMRAO shall limit use of information provided in this MOU to employees who require the information to deliver the party's respective legislative obligations.

The CAO and the CMRAO shall ensure that each employee with access to information is aware of and complies with Access and Privacy Policies and confidentiality agreements executed as part of employment agreements of their respective organizations. Exchanged information under the MOU should be communicated and transferred in a method that protects the confidentiality of information.

Effective Date, Departure and Amendments

The MOU:

- Will come into force on the date of final signature by both parties.
- May be amended in writing with the mutual consent of the parties and approved by the signatories of this MOU or their successors.
- Will be reviewed annually by staff and any identified issues will be referred to the Boards at the annual joint meeting.

Either party may leave the MOU by providing at least 60 days written notice of intention to the other party. Where notice of a party leaving the MOU has been delivered, the parties will continue to co-operate and continue with cost-sharing arrangements throughout the notification period until completion (e.g. termination or end of contract)

The confidentiality and security provisions of this MOU shall survive the termination of this MOU.

Signatories

The Memorandum of Understanding is signed in duplicate on this 29th day of October 2018, each version being equally authentic.

FOR THE CONDOMINIUM AUTHORITY OF ONTARIO



Tom Wright, Chair



Robin Dafoe, CEO/Registrar

FOR THE CONDOMINIUM MANAGEMENT REGULATORY AUTHORITY OF ONTARIO



Aubrey LeBlanc, Chair



Ali Arlani, CEO/Registrar

Schedule A

Definitions

1. “CAO” means the Condominium Authority of Ontario, including the Condominium Authority Tribunal and a party to this MOU.
2. “CMRAO” means the Condominium Management Regulatory Authority of Ontario and a party to this MOU.
3. “Condo Act” means the *Condominium Act, 1998*.
4. “CMSA” means the *Condominium Management Services Act, 2015*.
5. “Confidential information” means information described under the confidentiality provisions of the *Condominium Act, 1998* (s. 9.8) and under the *Condominium Management Services Act, 2015* (s. 72) as outlined below:
6. “CAT” means the Condominium Authority Tribunal.
7. “Delegated Provisions” means the provisions specified by the Lieutenant Governor in Council in regulation, and the administration of which is delegated to the CAO and the CMRAO.
8. “Non-Statutory Business” means other activities carried out in accordance with the CAO and the CMRAO’s objects or purposes that are outside of their respective statutory mandates.
9. “MOU” means Memorandum of Understanding.
10. “Personal information” is the same as under the Freedom of Information and Protection of Privacy Act; meaning recorded information about an identifiable individual, including:
 - (a) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
 - (b) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,
 - (c) any identifying number, symbol or other particular assigned to the individual,

(d) the address, telephone number, fingerprints or blood type of the individual,

(e) the personal opinions or views of the individual except where they relate to another individual,

(f) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,

(g) the views or opinions of another individual about the individual, and

(h) the individual's name where it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

11. "Statutory Mandate" means the exercise of the authority delegated to the CAO or the CMRAO.

Schedule B

Designated Officials

For the CAO:

Manager, Strategic Initiatives and Governance
PO Box 69038 RPO St. Clair Centre
Toronto, Ontario
M4T 3A1

For the CMRAO:

Manager, Office of the Registrar and Board
Governance
PO BOX 48087 RPO Davisville
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M4S 3C6