

**ADMINISTRATIVE AGREEMENT
BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO
AS REPRESENTED BY THE
MINISTER OF PUBLIC AND BUSINESS SERVICE DELIVERY**

- AND -

**THE CONDOMINIUM MANAGEMENT REGULATORY AUTHORITY OF ONTARIO,
A NOT-FOR-PROFIT CORPORATION WITHOUT SHARE CAPITAL
INCORPORATED UNDER THE LAWS OF ONTARIO**

TABLE OF CONTENTS

Recitals	1
1. Definitions and Interpretation	2
2. Purpose of the Agreement	3
3. Designation and Delegated Administration	3
4. Accountability Relationships	4
5. Roles and Responsibilities of the Parties	4
5.1 The Minister	4
5.2 The Administrative Authority	5
6. Membership	7
7. Board and Statutory Appointments	7
7.1 Board Composition and Appointment of Board Members	7
7.2 Information Required from the Board	9
7.3 Minister's Appointment of Chair	9
7.4 Statutory Appointments	10
8. Corporate Reporting	11
9. Regulatory Governance	12
10. Financial Arrangements	13
11. Records, Privacy and Access	14
12. Litigation	14
13. Indemnification	16
14. Insurance	16
15. Non-Regulatory Business	17
16. Code of Conduct for Compliance Personnel	17
17. Revocation or Restriction of the Administrative Authority's Administration	18
18. Administrator	19
19. Dispute Resolution	19
20. Communications and Information Sharing	19
21. Reviews and Audits	19
22. Severability of Provisions	20
23. Assignment	20
24. Waiver	20

25.	Independent Parties	21
26.	Jurisdiction	21
27.	Conflict	21
28.	Amendment and Review of Agreement	21
29.	Public Document	22
30.	Entire Agreement.....	22
31.	Effective Date	22
	SCHEDULE “A” – REGULATION.....	23
	SCHEDULE “B” – INFORMATION SHARING PROTOCOL.....	25
	SCHEDULE “C” – COMPETENCY AND SELECTION CRITERIA FOR MEMBERS OF THE BOARD OF DIRECTORS	30
	SCHEDULE “D” – CODE OF CONDUCT FOR DIRECTORS.....	33
	SCHEDULE “E” – CORPORATE PLANNING AND REPORTING	40
	SCHEDULE “F” – FEE SETTING PROCESS AND CRITERIA	47
	SCHEDULE “G” – PAYMENTS	51
	SCHEDULE “H” – ACCESS AND PRIVACY CODE.....	53
	SCHEDULE “I” – NON-REGULATORY BUSINESS POLICY.....	59

Recitals

WHEREAS the Minister and the Administrative Authority are required to enter into an administrative agreement pursuant to the SCSAA;

AND WHEREAS the Minister is accountable to the people of Ontario as a member of the Legislative Assembly and to the Legislative Assembly as a Minister of the Crown in right of Ontario;

AND WHEREAS the Administrative Authority is accountable to the Minister and the government for its administration of the designated legislation, in this case, the *Condominium Management Services Act, 2015*;

AND WHEREAS the Administrative Authority provides valuable information to the government regarding the operational effectiveness of the Act and that both parties acting in the public interest are dependent on a collaborative relationship;

AND WHEREAS the Minister and the Administrative Authority recognize the benefit of maintaining a strong collaborative relationship and the importance of resolving any disagreements as amicably and expeditiously as possible;

AND WHEREAS the Administrative Authority is not a Crown agent, is self-funded and is not self-regulating;

AND WHEREAS the Minister is responsible for recommending legislative and regulatory changes to the Lieutenant Governor in Council;

AND WHEREAS the Minister and the Administrative Authority intend to exercise their powers and duties under the SCSAA and the Act in such a manner as to protect the public interest and carry out and perform this Agreement in a manner consistent with the objective of ensuring a fair, safe and informed marketplace that supports a competitive economy;

NOW THEREFORE in consideration of the promises and the mutual covenants contained in this Agreement and subject to the terms and conditions hereof, the parties hereby enter into this administrative agreement.

1. Definitions and Interpretation

- 1) In this Agreement, the following terms have the following meanings:
 - a) “**Act**” means the legislation designated by the Lieutenant Governor in Council being the *Condominium Management Services Act, 2015*;
 - b) “**Administrative Authority**” means the Condominium Management Regulatory Authority of Ontario;
 - c) “**Agreement**” means this administrative agreement, all attached schedules and any agreement or schedule in writing supplementing or amending this administrative agreement or any of its schedules;
 - d) “**Board**” means the Board of Directors of the Administrative Authority;
 - e) “**Chair**” means the Chair of the Board;
 - f) “**Crown**” means His Majesty the King in Right of the Province of Ontario;
 - g) “**Minister**” means the Minister responsible for the administration of the Act or of the SCSAA, as the case may be, by Order in Council of the Lieutenant Governor acting for and on behalf of the Crown;
 - h) “**Ministry**” means the ministry of the Minister;
 - i) “**SCSAA**” means the Safety and Consumer Statutes Administration Act, 1996;
 - j) “**Statutory Mandate**” means the exercise of the authority delegated to the Administrative Authority pursuant to the SCSAA, excluding non-regulatory business ventures.
- 2) In this Agreement, for the purposes of interpretation:
 - a) Words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
 - b) The word “including” or “includes” shall mean “including (or includes) without limitation”;
 - c) Any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly

provided;

- d) The division of this Agreement into separate sections and subsections, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and
 - e) This Agreement should be read together with the SCSAA and the Act. This Agreement does not affect, modify or limit the powers of the SCSAA, the Act or the Administrative Authority as set out in the SCSAA or the Act, or interfere with responsibilities of any of its parties as established by law.
- 3) The powers and responsibilities of the Minister set out in this Agreement may be exercised by the Minister, the deputy minister of the Ministry or another authorized official of the Ministry.

2. Purpose of the Agreement

- 1) This Agreement between the Minister and the Administrative Authority:
- a) Clarifies the roles, duties and responsibilities of the Minister and the Administrative Authority in relation to the administration of the Act and the administrative matters as set out under the Act and the SCSAA; and
 - b) Clarifies the administrative, financial, auditing, accountability, legislative and regulatory development, and working and reporting relationships between the parties.

3. Designation and Delegated Administration

- 1) The parties acknowledge that responsibility for the administration of the provisions of the Act is as provided for in the regulation made under the SCSAA. For greater clarity, a copy of the relevant provisions of the regulation designating the Act and the Administrative Authority is attached as Schedule "A" to this Agreement.
- 2) The Administrative Authority has assumed responsibility for the administration of all provisions in the Act provided for in the designation.
- 3) The Statutory Mandate of the Administrative Authority is established by the Act and the SCSAA.

4. Accountability Relationships

- 1) The Minister is accountable to the Legislative Assembly for the fulfilment of the Statutory Mandate by the Administrative Authority.
- 2) The Board is accountable to the Minister through the Chair, for the performance of the Administrative Authority.

5. Roles and Responsibilities of the Parties

5.1 The Minister

- 1) The Minister is responsible for the Administrative Authority's fulfilment of its Statutory Mandate. For this purpose, the Minister requires timely access to information from the Administrative Authority as set out in the Information Sharing Protocol, attached as Schedule "B".
- 2) The Minister is responsible for bringing forward proposed changes to the Act and the SCSAA to the Lieutenant Governor in Council and the Legislative Assembly.
- 3) The Minister may engage the Administrative Authority:
 - a) throughout the policy development process,
 - b) in coordinating public and stakeholder communications regarding any proposed legislative, regulatory or policy changes, and
 - c) in the development of communication strategies for critical or on-going issues.
- 4) The Minister may provide the Administrative Authority with an annual letter outlining the government's expectations and priorities with respect to the Administrative Authority during the specified fiscal year. The letter would provide measurable expectations from the Minister that align with the Administrative Authority's mandate as well as government priorities and commitments.
- 5) Pursuant to section 13.1 of the SCSAA and subject to section 13.7 of the SCSAA, the Minister may issue policy directions to the Administrative Authority relating to its administration of the Act after giving the Administrative Authority the notice that the Minister considers reasonable in the circumstances. The parties acknowledge that a policy direction issued to the Administrative Authority is deemed to form part of the Agreement and is

binding on it.

- 6) The Minister may, where the Minister deems appropriate, delegate, make or assign to the Administrative Authority such additional authority, appointments or consents as are within the Minister's authority, if the Administrative Authority requires such additional authority, appointments, or consents to carry out its Statutory Mandate.
- 7) The Minister may, where the Minister deems appropriate, assist the Administrative Authority in obtaining any additional authorities, appointments or consents which cannot be granted by the Minister.
- 8) The Minister may, where the Minister deems appropriate, assist the Administrative Authority in working with other ministries to facilitate agreements and relationships with the Administrative Authority.
- 9) The Minister shall not interfere with the independent exercise of the statutory functions fulfilled by the Administrative Authority's registrar or deputy registrars, inspectors, investigators, statutory director or deputy directors and other officers exercising statutory and regulatory duties.
- 10) The Minister shall make reasonable efforts to meet with the Chair from time to time.

5.2 The Administrative Authority

- 1) The Administrative Authority shall, in accordance with subsection 7(1) of the SCSAA, administer its designated legislation in accordance with law, the SCSAA, the Act and this Agreement.
- 2) The Administrative Authority shall, in accordance with subsection 4(3) of the SCSAA, comply with the principles of maintaining a fair, safe and informed marketplace and promoting the protection of the public interest.
- 3) The Administrative Authority, through the Chair, shall ensure that the Board is aware of the terms of this Agreement.
- 4) The Administrative Authority is responsible for ensuring that it has adequate resources, including financial resources, to comply with this Agreement, the SCSAA, the Act, and other applicable law, and for acting in accordance with the business plan that it has provided to the Minister under clause 8(1)(a) of this Agreement.
- 5) The Administrative Authority is responsible for developing and maintaining corporate by-laws and shall make such by-laws available on its website

within thirty (30) days after the by-laws are passed by the Board.

- 6) The Administrative Authority is responsible for developing and maintaining an up-to-date written policies and procedures manual for each functional area of its business.
- 7) If the Minister appoints the Chair pursuant to subsection 8(5.2) of the SCSAA, the Administrative Authority is responsible for developing, maintaining and making publicly available on its website up-to-date written procurement policies and procedures that comply with the Ontario Public Service Procurement Directive. If the Minister does not appoint the Chair, the Administrative Authority is responsible for developing, maintaining and making publicly available on its website, up-to-date written procurement policies and procedures in keeping with the spirit and principles of the most recent Ontario Public Service Procurement Directive to ensure that goods and services, including consulting services and information technology are acquired through a process that is fair, open and transparent.
- 8) The Administrative Authority is responsible for developing, maintaining and making publicly available on its website up-to-date written travel, meal and hospitality expenses policies and procedures in keeping with the spirit and principles of the most recent Ontario Public Service Travel, Meal and Hospitality Expenses Directive in order to set out principles for the reimbursement of expenses to ensure fair and reasonable practices, and to provide a framework of accountability to guide the effective oversight of resources in the reimbursement of expenses.
- 9) The Administrative Authority is responsible for developing and maintaining appropriate performance measurements, governance, and financial management processes with sound internal controls to conduct the Administrative Authority's operations effectively and efficiently.
- 10) The Administrative Authority is responsible for developing, maintaining and making publicly available on its website up-to-date written policies and procedures for responding to and assisting in the resolution of consumer and other complaints received by the Administrative Authority related to its administration of the Act.
- 11) The Administrative Authority is responsible for providing the Minister with timely information in relation to any matter requested by the Minister and shall also provide the information identified in the Information Sharing Protocol attached as Schedule "B".
- 12) The Administrative Authority is responsible for developing, maintaining and

making publicly available on its website up-to-date written policies and procedures regarding service standards for licensing applications

- 13) When able and appropriate, the Administrative Authority shall coordinate its enforcement activities in relation to the investigation of serious incidents with the enforcement activities of other provincial and federal enforcement authorities.
- 14) When engaged by the Minister, in accordance with subsection 5.1(3), the Administrative Authority shall participate in:
 - a) the policy development process;
 - b) coordinating public and stakeholder communications regarding any proposed legislative, regulatory or policy changes, and
 - c) the development of communication strategies for critical or on-going issues.
- 15) If the Minister exercises any of the Minister's powers under the SCSAA, the Administrative Authority shall take all necessary and advisable steps to ensure compliance with the power that has been exercised.
- 16) The Administrative Authority shall take all reasonable measures and make all reasonable plans to ensure that persons may communicate with, and receive available services from, the Administrative Authority in French, subject to the limits that are reasonable in the circumstances and to any exemptions that may be provided for in the SCSAA.

6. Membership

The Administrative Authority shall provide the Minister with a copy of any by-laws, as amended from time to time, respecting both the qualifications and the terms and conditions of membership in the Administrative Authority.

7. Board and Statutory Appointments

7.1 Board Composition and Appointment of Board Members

- 1) Subject to any Minister's order made under the SCSAA and any other legal obligations, the composition of the Board, the selection criteria, selection process and term of office of Board members, other than Ministerial appointees, shall be established by by-law with the approval of the membership. The Administrative Authority shall provide such by-laws to the

Minister for review and approval prior to submitting them to the Board or membership as the case may be.

- 2) Regarding Ministerial appointees, the by-laws of the Administrative Authority may include provisions that reflect the content of section 8 of the SCSAA for completeness.
- 3) The Administrative Authority shall obtain the Minister's prior approval of any change in the by-laws respecting Board composition, the selection criteria, selection process and term of office of its Board members.
- 4) No person may sit as a member of the Board while the person is an employee of a trade association representing the interests of the regulated industry.
- 5) The by-laws of the Administrative Authority shall not grant to any person who is not a Board member the right to notice of meetings of the Board or the right to attend meetings of the Board.
- 6) Subject to any order made by the Minister under subsection 8.2(1) of the SCSAA, the Administrative Authority shall develop and maintain competency criteria for the Board setting out the types of skills and competencies that are required on the Board, which shall be approved by the Minister and attached to this Agreement as Schedule "C". A Minister's order is deemed to be an addendum to Schedule "C".
- 7) The Board selection criteria in Schedule "C" shall be inclusive and shall require reasonable efforts to include members on the Board who reflect a variety of perspectives, including consumer protection or public interest perspectives. Board members shall also reflect the diversity of Ontario, including gender, geographic distribution, and ethnicity. The Administrative Authority shall make the selection criteria public.
- 8) The Minister shall have regard to the competency criteria and selection criteria used by the Board when making appointments to the Board.
- 9) The Board recognizes that Board members appointed by the Minister in accordance with the SCSAA may include representatives of consumer groups, business, government organizations, condominium corporations, owners, those owners or occupiers who occupy units for residential purposes or such other interests as the Minister determines.
- 10) The Minister shall endeavour to make appointments to the Board in a timely manner.

- 11) Board members appointed by the Minister shall be remunerated by the Administrative Authority in an amount and on a basis that is equivalent to all other Board members. If such a Board member is employed by the public service of Ontario as defined in the Public Service of Ontario Act, 2006, the Board member shall not receive any remuneration unless permitted under the Ontario Public Service Agencies and Appointments Directive or any successor directive.
- 12) The Board shall ensure that new Board members complete any training required by the Minister within six (6) months of being elected or appointed, or when next available.

7.2 Information Required from the Board

- 1) The Board shall conduct a Board evaluation in accordance with best practices at least once every two years. The evaluation may be facilitated by an independent third party. The results of the evaluation shall be summarized in a report and a copy of the report shall be provided to the Chair. The Chair shall provide a copy of the report to the Minister upon request.
- 2) The Board shall adopt a binding code of conduct for the Board members to prevent the possibility of any Board member advancing his or her personal or business interests, or the interests of another person or organization, ahead of the interests of the Administrative Authority. The code of conduct for Board members, as it may be amended from time to time, is subject to the approval of the Minister. Upon approval by the Minister, such code shall be attached to this Agreement as Schedule "D".
- 3) The annual meeting, at which the Board shall present its annual report and audited financial statements, and report to the members of the Administrative Authority on the affairs of the Administrative Authority for the immediately preceding year, shall be open to the general public and the Board shall make reasonable efforts to inform the general public of such meeting.
- 4) Subject to any Minister's order made under section 13.3 of the SCSAA, the Board shall establish an advisory process for direct input to the Board on issues of importance to consumers. The terms of reference of such a process shall be made public and a report on the activities and advice provided by this process shall be included in the annual report.

7.3 Minister's Appointment of Chair

In accordance with subsection 8(5.2) of the SCSAA, the Minister may appoint the Chair from among the Board members and for this purpose the Minister shall have

regard to the views of the Board, the competency criteria used by the Board, the Administrative Authority's succession planning, and any other matter the Minister considers advisable in the circumstances.

7.4 Statutory Appointments

- 1) As provided for in subsection 31(1) of the Act, the Board shall appoint a director and may appoint a maximum of two deputy directors.
 - a) The director or deputy director(s) shall not:
 - i) be a member of the Board unless the Board has approved guidelines providing for the independent exercise of the director's statutory duties;
 - ii) be a registrar or deputy registrar under the Act;
 - iii) hold a position in the Administrative Authority that is subordinate to the registrar or deputy registrar;
 - iv) be an employee or director of a trade association representing the interests of the regulated sector;
 - v) be a licensee under the Act.
- 2) As provided for in subsection 32(1) of the Act, the Board shall appoint a registrar and may appoint a maximum of two deputy registrars.
 - a) The registrar and any deputy registrar(s) shall be employees of the Administrative Authority and shall not be:
 - i) a member of the Board;
 - ii) a director or deputy director under the Act;
 - iii) an employee or director of a trade association representing the interests of the regulated sector;
 - iv) a licensee under the Act.
- 3) The Administrative Authority acknowledges that the director and the registrar under the Act and any deputy or deputies thereof exercise statutory duties that require independent decision-making and, for that purpose, the Administrative Authority agrees that the Board shall not interfere with the independent exercise of these statutory responsibilities but may review the manner in which those responsibilities are carried out, consistent with the Board's corporate and

regulatory governance responsibilities.

8. Corporate Reporting

- 1) The Administrative Authority shall:
 - a) each year, provide the Minister with a business plan (as described in Schedule “E”) for the forthcoming year, in a format acceptable to the Minister, no later than thirty (30) days before the end of the current fiscal year;
 - b) each year, provide the Minister with an annual report (as described in Schedule “E”) in a format acceptable to the Minister, no later than one hundred and twenty (120) days after the end of its previous fiscal year;
 - c) enable the Minister to review and comment on the documents referred to in clauses (a) and (b) within a reasonable time period, estimated to be approximately thirty (30) days from the receipt of the documents, under normal circumstances, and prior to final approval of the Board.
- 2) The Administrative Authority's business plan shall set out a summary of the activities it will undertake to ensure that its goods, services and facilities are accessible in accordance with the Accessibility for Ontarians with Disabilities Act, 2005, and any relevant additional accessibility related activities. The Administrative Authority's annual report shall account for how these accessibility-related activities were provided.
- 3) The Administrative Authority's business plan shall set out the means by which services related to the administration of the Act are provided in French in accordance with subsection 5.2(16) of the Agreement or section 13.8 of the SCSAA, as applicable, and the Administrative Authority's annual report shall account for how these French language services were provided.
- 4) The Administrative Authority's business plan shall set out the means by which complaints received by the Administrative Authority related to the administration of the Act are managed and resolved and the Administrative Authority's annual report shall account for how these complaints were responded to and resolved.
- 5) The Administrative Authority:
 - a) shall make the business plan referred to in clause (1)(a) available to the public, including by posting on the Administrative Authority's website, no later than thirty (30) days after final approval of the Board;

- b) shall publish the annual report referred to in clause (1)(b) to the Administrative Authority's website and by any other method no later than thirty (30) days after the annual report receives final approval of the Board.
- 6) The Administrative Authority shall conduct a client satisfaction/value survey of all or a sampling of its clients, stakeholders and licensees at least once every two years. The client satisfaction/value survey may be facilitated by an independent third party. The Administrative Authority shall share a summary of the survey results with the Minister. The Administrative Authority's annual report and website shall also include a synopsis of the results of the client satisfaction/value survey, as conducted.
- 7) The Administrative Authority shall have a risk management framework and risk management plan for managing risks that the Administrative Authority may encounter in meeting its program and service delivery objectives as described in Schedule "E".
- 8) The Administrative Authority shall establish performance measures regarding the administration of the Act, subject to the approval of the Minister. This stable set of performance measures will reflect the regulated sector and enable a year-to-year comparison. Where a year-to-year comparison is not possible because of a change in performance measures, the Administrative Authority shall give the Minister sufficient information to enable a proximate comparison of the changed performance measure.
- 9) The Administrative Authority shall provide the Minister with performance targets and results for the performance measures approved by the Minister in subsection (8) on an annual basis and upon request by the Minister. Where the Administrative Authority does not meet any one or more of its performance targets, the Administrative Authority shall identify any variance from the target and provide a written rationale to the Minister.

9. Regulatory Governance

- 1) The Board shall be responsible for carrying out the following regulatory governance functions:
 - a) reviewing the adequacy and effectiveness of the Administrative Authority's licensing, enforcement and consumer protection framework to ensure compliance with the Act;
 - b) reviewing implementation of and reporting on the enforcement of the Act, as well as the operations of the consumer protection framework; and

- c) providing strategic advice to the Minister on potential or proposed legislative or regulatory changes.

10. Financial Arrangements

- 1) The Administrative Authority shall ensure that it has adequate resources to comply with this Agreement, the Act and the SCSAA consistent with the business plan that it has provided to the Minister under clause 8(1)(a) of this Agreement.
- 2) The Administrative Authority acknowledges it cannot collect or retain as revenue any fines imposed by a court further to proceedings taken by the Administrative Authority under the Provincial Offences Act.
- 3) The Administrative Authority may establish fees, subject to any limitations on the amount imposed by the Act and by the SCSAA, costs and other charges related to its administration of the Act in accordance with the process and criteria approved by the Minister, as set out in the attached Schedule "F".
- 4) The Administrative Authority shall make publicly available, including by posting on its website,
 - a) its fees, costs and other charges,
 - b) the process and criteria by which its fees, costs and other charges are established, and
 - c) any rules governing the payment of its fees, costs and other charges.
- 5) The Administrative Authority agrees to pay to the Minister such amounts as set out in the attached Schedule "G".
- 6) Any payments by the Administrative Authority to the Minister shall be made payable to the Minister of Finance, drawn on the account of the Administrative Authority and paid on a timely basis and on the terms as set out in the attached Schedule "G".
- 7) The Minister will charge interest on any late payments on the terms set out in the attached Schedule "G".
- 8) The Administrative Authority shall report to the Minister at the earliest opportunity if there is any reason for concern about the financial state of the Administrative Authority.

11. Records, Privacy and Access

- 1) To the extent permissible by law, all records obtained from any source, created, or maintained by the Administrative Authority in the course of carrying out its administration of the Act are the property of the Administrative Authority and the Administrative Authority is the sole owner and custodian of such records and may use them for its legitimate purposes in the administration of the Act.
- 2) All records that are the property of the Administrative Authority shall be maintained in keeping with the records retention and destruction schedules established by the Administrative Authority.
- 3) Subject to any regulation made under section 12.2 of the SCSAA, the Administrative Authority shall have an access and privacy code addressing issues of access to its records, protection of personal information, and effective procedural rights and remedies. This code shall protect privacy and provide access in accordance with the principles of the Freedom of Information and Protection of Privacy Act and provide an effective procedure in support of these principles. Upon approval by the Minister, the code shall be attached to this Agreement as Schedule "H".
- 4) The Administrative Authority shall comply with the access and privacy code referred to in subsection (3), and shall make the code available to the public, including by posting on the Administrative Authority's website.
- 5) The Administrative Authority shall obtain the Minister's approval of any changes to the access and privacy code.

12. Litigation

- 1) The following provisions address any litigation arising after or as a result of the Administrative Authority's designation under the SCSAA.
- 2) Civil and administrative litigation, including inquests, related to the Act in which the Crown is a defendant or an interested party, as a result of any alleged act or omission of the Administrative Authority in its administration of the Act] shall be defended or otherwise carried out by the Administrative Authority (with full right and power to choose legal counsel and with full right and power to reach a settlement which binds the Administrative Authority and, with the Crown's consent, binds the Crown), unless the parties expressly agree otherwise. The Administrative Authority shall be responsible for all costs of the litigation and for the payment of any settlement costs

agreed to and payable by it and any damages awarded against it, as a result of any act, omission or fault of the Administrative Authority subject to an order of the court or agreement between the parties. The parties agree that the Crown reserves the right to defend or otherwise carry out any such litigation on its own behalf and at its own cost in respect of its own interest where it determines that it has an independent interest in the litigation.

- 3) Any proceedings, and any civil, criminal or administrative litigation, including inquests, not related to the Administrative Authority's administration of the Act, in which the Crown is a defendant or an interested party, arising from or in any way connected with any activity undertaken by, or alleged act or omission of the Administrative Authority, shall be defended or otherwise carried out by the Administrative Authority. The Administrative Authority shall be responsible for all costs of the proceedings or litigation and for the payment of any settlement costs agreed to and payable by it and any damages awarded against it. The parties agree that the Crown reserves its right to defend or otherwise carry out any such proceedings or litigation on its own behalf and at its own cost where it determines that it has an independent interest in the proceedings or litigation.
- 4) The Minister or the Crown shall cooperate with the Administrative Authority for the purpose of the Administrative Authority's defence or other participation in the litigation referred to in subsections (2) and (3) including providing documentation or information and providing witnesses in such litigation, where appropriate.
- 5) The Administrative Authority shall carry out all prosecutions related to the Act on its own behalf and in its own name, all in accordance with, pursuant to and in furtherance of the obligations of the Administrative Authority to administer the Act. The Administrative Authority shall develop policies for the conduct of prosecutions that accord with the principles set out in any Ministry of the Attorney General prosecution-related policies, guidelines, codes or similar documents provided to it by the Minister. In carrying out prosecutions related to the Act, the Administrative Authority shall conduct prosecutions in the public interest and in a manner consistent with such policies.
- 6) The Minister shall keep the Administrative Authority informed of any litigation by or against the Crown or in which the Crown is an interested party that may affect the interests of the Administrative Authority.
- 7) The Administrative Authority shall keep the Minister informed of any litigation by or against the Administrative Authority or in which the Administrative Authority is an interested party that may affect the interests of the Crown.

13. Indemnification

- 1) The Administrative Authority acknowledges that, pursuant to subsection 11(4) of the SCSAA, it is required to indemnify the Crown in respect of damages and costs incurred by the Crown for any act or omission of the Administrative Authority or its members, officers, Board members, employees or agents in the exercise or performance or intended exercise or performance of their duties or powers under the SCSAA, a Minister's order, the Act or the Agreement or for any act or omission otherwise connected to the SCSAA, a Minister's order, the Act or the Agreement.
- 2) This indemnification survives termination of this Agreement for the maximum period permitted by law or contract.

14. Insurance

- 1) The Administrative Authority shall take all reasonable steps to protect itself from and against all claims which might arise from the carrying out of the administration of the Act and the exercise or performance of its duties under the Act by the Administrative Authority, its Board members, appointees, officers, employees and agents. The Administrative Authority shall at all times maintain adequate insurance against liability arising out of the Administrative Authority's carrying out of the administration of the Act, the exercise or performance of its duties or powers under the Act and this Agreement including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than ten million dollars (\$10,000,000) per occurrence, ten million dollars (\$10,000,000) products and completed operations aggregate. The policy is to include the following:
 - a) His Majesty the King in Right of Ontario as represented by the Minister as additional insureds with respect to liability arising in the course of performance of the Administrative Authority's obligations under, or otherwise in connection with, the Act;
 - b) cross-liability clause;
 - c) thirty (30) day written notice of cancellation, termination or material change; and,
 - d) non-owned automobile coverage with blanket contractual coverage for hired automobiles.

- 2) The Administrative Authority shall provide the Minister with certificates of insurance or other proof as may be requested by the Minister, that confirms all of the insurance coverage as provided for in subsection (1), and renewal replacements on or before the expiry of any such insurance.
- 3) If the Crown imposes an obligation on the Administrative Authority by obtaining the enactment of legislation, making a regulatory change or otherwise, which gives rise to exposure to liability on the part of the Administrative Authority for which the Administrative Authority cannot reasonably obtain appropriate liability insurance, the Administrative Authority shall provide immediate notice to the Minister in writing of the uninsured risk and subject to government approvals that may be required, if any, the Administrative Authority and the Minister shall identify appropriate measures to resolve the issue to the satisfaction of both parties. Where government approval is required, the Minister shall make reasonable efforts to obtain the necessary approvals.

15. Non-Regulatory Business

- 1) The Administrative Authority shall only enter into non-regulatory business ventures that promote the protection of the public interest and enhance consumer protection. For this purpose, the Administrative Authority shall comply with the principles set out in the Non-Regulatory Business Policy set out in Schedule "I".
- 2) For any non-regulatory business venture, the Administrative Authority shall submit to the Minister a statement confirming that such non-regulatory business venture will not negatively impact the Administrative Authority's regulatory business. The form and content of the statement shall be as detailed in Schedule "I".
- 3) The statement shall be provided to the Minister prior to the Administrative Authority entering into a business venture for the non-regulatory business.
- 4) The Administrative Authority acknowledges that, in accordance with subsection 7(3) of the SCSAA, it shall not engage in commercial activity through an individual, corporation or other entity that is related to the Administrative Authority.

16. Code of Conduct for Compliance Personnel

- 1) The Administrative Authority shall develop a code of conduct for its compliance personnel relating to the Administrative Authority's compliance

and enforcement responsibilities under the Act and any other legislation that is in keeping with the spirit and principles of the most recent Ontario Public Service Regulators' Code of Practice.

- 2) The Administrative Authority shall provide its code of conduct to the Minister, as it is updated from time to time, make it available to the public, and post the code on the Administrative Authority's website.

17. Revocation or Restriction of the Administrative Authority's Administration

- 1) Without limiting the powers of the Crown under the SCSAA or otherwise, the revocation or restriction of the Administrative Authority's authority to administer the Act may result from the failure of the Administrative Authority to comply with the Act, the SCSAA, or the Agreement or may occur if the Lieutenant Governor in Council considers it advisable in the public interest to revoke or restrict the Administrative Authority's designation.
- 2) The Administrative Authority may request the Lieutenant Governor in Council to revoke or restrict its designation and in that case the Lieutenant Governor in Council shall, by regulation, revoke or restrict the designation on the terms it considers advisable in the public interest.
- 3) If the Administrative Authority fails to comply with the SCSAA, the Act, or the Agreement, the Minister shall allow the Administrative Authority the opportunity of remedying its failure within the time period that the Minister considers reasonable in the circumstances.
- 4) The Minister shall advise the Lieutenant Governor in Council whether or not the Administrative Authority has remedied its failure within the time period that the Minister specifies.
- 5) The parties shall use reasonable efforts to resolve financial and other issues resulting from a proposed revocation or restriction that impact the Crown or the Administrative Authority, in keeping with the principle of fairness in light of the nature of the proposed revocation or restriction.
- 6) Any agreement under subsection (5) that may increase, directly or indirectly, the indebtedness or contingent liabilities of the Crown will require the prior written approval of the Minister of Finance, the President of the Treasury Board or both, as applicable, in accordance with section 28 of the Financial Administration Act, and will be subject to approval by Treasury Board. The Minister shall make reasonable efforts to obtain this and any other necessary

approvals.

18. Administrator

The parties recognize that the Minister has the power under section 5.1 of the SCSAA to appoint an administrator if the Minister is of the opinion that it is advisable in the public interest because at least one of the following conditions is satisfied:

- a) The appointment is necessary to prevent serious harm to public safety or to the interests of the public or consumers.
- b) An event of force majeure has occurred.
- c) The Administrative Authority is facing a risk of insolvency.
- d) The number of members of the board of the authority is insufficient for a quorum.

19. Dispute Resolution

The parties agree to use reasonable efforts to resolve any disputes that may arise out of or in connection with this Agreement or the administration of the Act.

20. Communications and Information Sharing

- 1) Each of the parties shall designate an individual who will be the primary contact for all issues and communications related to this Agreement, the Act and the administration of the Act.
- 2) The parties shall develop procedures for the sharing of information and the resolution of issues that may arise during the course of the Administrative Authority's administration of the Act. Upon approval by the Minister, such procedures shall be attached to the Agreement as Schedule "B".

21. Reviews and Audits

- 1) The Administrative Authority acknowledges that pursuant to section 13.4 of the SCSAA, the Minister may require that:
 - a) policy, legislative or regulatory reviews related to the Act or this Agreement be carried out.
 - b) reviews of the Administrative Authority, its operations, or both, including performance, governance, accountability and financial reviews, be

carried out.

- 2) If the Minister requires the Administrative Authority or a person on behalf of the Administrative Authority to carry out a review mentioned in subsection (1), the Administrative Authority shall share the results of any reviews with the Minister.
- 3) If the Minister specifies another person or entity to carry out a review mentioned in subsection(1), the Minister shall ensure that the person or entity consults with the Administrative Authority as appropriate during any such review.
- 4) Pursuant to section 12.4 of the SCSAA, the Auditor General appointed under the Auditor General Act may conduct an audit of the Administrative Authority other than an audit required under the Not-for-Profit Corporations Act, 2010.
- 5) Upon the Auditor General conducting an audit under the SCSAA, the Administrative Authority shall provide the Auditor General and its employees access to all records and any information required to conduct the audit, as may be requested by the Auditor General.
- 6) The Administrative Authority shall forthwith notify the Minister upon receiving notice from the Auditor General of an audit conducted on the Administrative Authority.
- 7) The Administrative Authority shall cooperate in any review or audit required by the Minister or the Auditor General.

22. Severability of Provisions

The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

23. Assignment

Neither the Administrative Authority nor the Minister shall assign this Agreement in whole or in part without the express written consent of the other.

24. Waiver

If a party fails to comply with any term of the Agreement, that party may only rely on a waiver of the other party if the other party has provided a written waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

25. Independent Parties

The Administrative Authority is not an agent, joint venture, partner or employee of the Crown, and the Administrative Authority shall not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

26. Jurisdiction

This Agreement shall be governed by the laws of the Province of Ontario and applicable laws of Canada.

27. Conflict

In the event of a conflict between the provisions of this Agreement and the SCSAA, the Act, or a Minister's order made under the SCSAA, the SCSAA, the Act or the Minister's order as the case may be, prevails.

28. Amendment and Review of Agreement

- 1) Subject to subsection 4(4) of the SCSAA, the terms of this Agreement may only be added to, deleted, varied or amended with the consent of both parties. Such amendments shall be in writing, dated, and signed by both parties and attached to this Agreement.
- 2) The parties shall amend this Agreement as required to accommodate any changes to the SCSAA or the Act.
- 3) Pursuant to subsection 4(4) of the SCSAA, prior to any Minister's amendments to this Agreement, the Minister shall give such notice to the Administrative Authority as the Minister considers reasonable in the circumstances. The Minister shall provide the Administrative Authority with a time period that the Minister considers reasonable for the Administrative Authority to comply with the amendments.
- 4) Upon a change in the Minister or Chair of the Board, the new Minister or new Chair, as the case may be, must, within six months of the change, send a letter to the other party affirming their awareness of the Agreement in order to facilitate compliance with the requirements of the Agreement.
- 5) The parties shall conduct a review of this Agreement within five (5) years of execution to ensure it is current. Despite the foregoing, either party may initiate a review of the Agreement when advisable in the public interest upon giving notice in writing to the other.

29. Public Document

The parties agree that this Agreement shall be made available to the public by either party upon request to that party by any member of the public. The Administrative Authority shall post this Agreement on its website within thirty (30) days of the effective date of this Agreement and thirty (30) days of execution of any amendments thereafter.

30. Entire Agreement

The Minister and the Administrative Authority agree that this Agreement, as amended from time to time in accordance with section 28 of this Agreement forms the entire Agreement between the parties and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution of this Agreement.

31. Effective Date

This Agreement comes into effect on the later date of execution by the parties and will supersede and replace any prior administrative agreements made between the parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**Condominium Management Regulatory
Authority of Ontario**

**His Majesty the King in right of
Ontario**



Chair of the Board

Minister of Public and Business Service
Delivery

Date: March 31, 2023

Date: April 5, 2023

SCHEDULE “A” – REGULATION

THE CONDOMINIUM MANAGEMENT REGULATORY AUTHORITY OF ONTARIO

ONTARIO REGULATION 187/09: GENERAL

made under the

Safety and Consumer Statutes Administration Act, 1996
Loi de 1996 sur l’application de certaines lois traitant de sécurité et de services aux consommateurs

ONTARIO REGULATION 187/09 GENERAL

Consolidation Period: From January 30, 2023 to the e-Laws currency date.

Last amendment: 11/23.

This Regulation is made in English only.

PART I ADMINISTRATION OF VARIOUS ACTS

DESIGNATED LEGISLATION

Designated legislation

1. The provisions that are specified in Column 2 of the following Table and that are provisions of the Act or regulations specified opposite in Column 1 are designated as designated legislation for the purposes of subsection 3 (1) of the [SCSAA]:

Column 1	Column 2
<i>Condominium Management Services Act, 2015</i>	all provisions except for sections 77 and 78
the regulations made under the <i>Condominium Management Services Act, 2015</i> except for the regulations made under subsection 77 (2.1) or paragraph 26 of subsection 78 (1) of that Act with respect to a delegation of the power to make regulations	all provisions

[...]

DESIGNATED ADMINISTRATIVE AUTHORITIES

Condominium Management Services Act, 2015

1.1 For the purposes of subsection 3 (2) of the [SCSAA], the Condominium Management Regulatory Authority of Ontario, that is incorporated under the laws of the Province of Ontario by letters patent dated July 8, 2016 and with which the Minister of Government and Consumer Services entered into an administrative agreement dated May 15, 2017, is designated as the sole administrative authority for the purpose of administering the provisions of the *Condominium Management Services Act, 2015* and the regulations made under that Act that are designated legislation under section 1. O. Reg. 587/22, s. 2.

**Condominium Management Regulatory
Authority of Ontario**



Chair of the Board

Date: March 31, 2023

**His Majesty the King in right of
Ontario**



Minister of Public and Business Service
Delivery

Date: April 5, 2023

SCHEDULE "B" – INFORMATION SHARING PROTOCOL

THE CONDOMINIUM MANAGEMENT REGULATORY AUTHORITY OF ONTARIO

This Schedule outlines information sharing protocols recognizing that the Condominium Management Regulatory Authority of Ontario (CMRAO) shall respond in an expeditious manner to all requests made by the Minister, including requests in respect of:

- 1) the governance of the CMRAO;
- 2) the administration of the Act by the CMRAO; or
- 3) the Agreement.

This Schedule outlines information sharing protocols not already specified in the Agreement or other schedules to the Agreement.

Unless specifically outlined in this Schedule, when making information requests of the CMRAO, the Minister shall inform the CMRAO of the timeframe in which the information is needed.

Prior to any personal information being shared, the Minister and the CMRAO will confirm how it will be used, that there is legal authority to share it, that any notice requirements have been addressed, as well as the method for sharing, securing and disposing of the personal information. For this purpose, "personal information" has the same meaning as in the Freedom of Information and Protection of Privacy Act.

To facilitate information sharing, the CMRAO and the Minister will seek to achieve a "one-window" policy with the CMRAO and the Ministry's Policy and Governance Branch (PAG) unless otherwise specified by the Minister, being the access points.

In addition, the CMRAO and PAG shall make reasonable efforts to meet quarterly to discuss current issues, needs and other matters necessary for the proper administration of this Schedule.

Description	Responsibility	
	Minister	CMRAO
Information requests made by the Minister to CMRAO	The Minister shall make reasonable efforts to share with the CMRAO the context in which the request for information is being made.	The CMRAO shall respond in an expeditious manner to all requests made by the Minister.

Description	Responsibility	
	Minister	CMRAO
Cabinet Submissions		
All Issues	PAG will develop Cabinet submissions, as required, in cooperation with other Ministry branches.	The CMRAO is consulted where appropriate.
Correspondence		
The Minister and the CMRAO will work together to draft responses whenever possible, in a timely fashion, respecting that PAG is required to respond to all correspondence within five (5) business days.		
On all subjects directed to the Minister	PAG will: <ul style="list-style-type: none"> • action to the CMRAO; or • draft a reply indicating referral to the CMRAO for direct response; or • draft a reply. 	The CMRAO will: <ul style="list-style-type: none"> • respond directly under CMRAO's signature and copy PAG as appropriate, or • supply PAG with information required for the Minister to reply.
Briefing Notes		
For Minister meetings with the CMRAO's stakeholders	PAG will coordinate preparation of meeting materials and make reasonable efforts to notify the CMRAO of any such meetings and discuss with CMRAO.	The CMRAO will provide PAG with relevant information on stakeholders/issues.
For the CMRAO's meetings with Minister stakeholders (e.g. other ministries or agencies)		The CMRAO will make reasonable efforts to notify PAG of the meeting, discuss outcomes with PAG, and provide a briefing note upon request.
Issue Notes		
The Minister and the CMRAO will work together to issue responses in a timely fashion respecting the requirement for the PAG to respond to all requests for issue notes within specific timeframes (i.e. short notice or outside of regular business hours).		

Description	Responsibility	
	Minister	CMRAO
On any subject (designed for use in the Legislature)	PAG will prepare the issue note and provide it to the Ministry's Communications Branch. Requests for information made to the CMRAO to develop the issue note will be accompanied by a timeline for response.	The CMRAO will provide information to PAG within timeframe specified.
Issues Management		
Emergencies, accidents and fatalities	When the Minister is informed by the CMRAO or through media reports, PAG will provide the Ministry's Communications Branch with key information as quickly as possible and monitor for updates.	The CMRAO will inform PAG and provide relevant details, key messages and response strategy.
Other possible contentious issues (e.g. stakeholder grievances/concerns, etc.)	PAG will inform the Ministry's Communications Branch.	The CMRAO will inform PAG and provide relevant details, key messages and response strategy.
Media Relations		
Requests made to the Minister for interviews and background material on the CMRAO operational issues	Ministry's Communications Branch will notify PAG, who will then, as appropriate, refer the request to the CMRAO or obtain the required information from the CMRAO.	The CMRAO will provide the required information or, if requested by the Minister, respond directly and advise PAG of the outcome from the media engagement.
Media releases issued by the CMRAO	PAG will share a copy of the CMRAO's media release with the Ministry's Communications Branch for information and review.	The CMRAO will prepare and share a copy of its media release with PAG five (5) to seven (7) business days in advance or its earliest opportunity and before the release is issued to media. The CMRAO will request the Ministry's review if required under its agreed upon media protocol with the Ministry.
Speeches/Speaking Notes		
All Minister speeches/speaking notes (any topic)	Ministry's Communications Branch will prepare, and PAG will advise the CMRAO.	The CMRAO will supply PAG with information.

Description	Responsibility	
	Minister	CMRAO
Performance Measures		
Metrics and performance measure results	PAG may request metrics and performance measure results from the CMRAO from time to time.	The CMRAO will supply PAG with metrics and performance measure results, as available, at the time of request or when the CMRAO determines there is a risk that it will not achieve its target performance measure.
Marketing / Public Relations Events		
Collaboration on Marketing / Public Relations Events	<p>PAG and the Ministry's Communications Branch will work collaboratively with the CMRAO to:</p> <ul style="list-style-type: none"> • plan and develop joint marketing and public relations events between the Minister and the CMRAO; and • obtain information on the CMRAO specific events and, industry events to be attended by the CMRAO, communications research and best practices. <p>PAG will be the lead in contacting the CMRAO about communications activities, respecting the one-window approach. However, the Communications Branch may follow up directly with the CMRAO while keeping PAG fully informed of discussions and planned activities.</p>	<p>The CMRAO will work collaboratively with PAG and the Ministry's Communications Branch to:</p> <ul style="list-style-type: none"> • plan and develop joint marketing and public relations events between the CMRAO and the Minister; and • provide information on the CMRAO specific events and, industry events to be attended by the CMRAO, communications research and best practices. <p>The CMRAO will initially contact PAG about communications activities, respecting the one-window approach. However, the CMRAO may subsequently follow up directly with the Ministry's Communications Branch, while keeping PAG fully informed of discussions and planned activities.</p>
Other		
Information concerning Board member competencies	PAG will make requests to the CMRAO for information as and when required.	The CMRAO shall provide to PAG at least once annually, and as requested, the Board's skills profile.

Description	Responsibility	
	Minister	CMRAO
Information concerning communications campaigns/activities undertaken by the CMRAO	PAG will make requests to the CMRAO for information regarding planned communications campaigns/activities, including public education campaigns.	The CMRAO will provide information on key communication activities to PAG on a quarterly basis and on request.

Condominium Management Regulatory Authority of Ontario



Chair of the Board

Date: March 31, 2023

His Majesty the King in right of Ontario



Minister of Public and Business Service Delivery

Date: April 5, 2023

SCHEDULE “C” – COMPETENCY AND SELECTION CRITERIA FOR MEMBERS OF THE BOARD OF DIRECTORS

CONDOMINIUM MANAGEMENT REGULATORY AUTHORITY OF ONTARIO

All Board members must meet the following competency criteria.

As a basic prerequisite, each Board member shall be an individual who is not less than 18 years of age, has the power under law to contract, has not been found by a court in Canada or elsewhere to be mentally incompetent and does not have the status of a bankrupt.

General competencies and soft skills for effective participation as a contributing Board member (such as collaboration, completing tasks in a timely manner, building consensus, etc.) are considered prerequisites for consideration that all Board members should possess.

All Board members must meet the following selection criteria:

Each Board member brings unique skills and experience to the Board. In selecting new Board members, attention will be given to ensuring that the collective mix of skills and experience supports the Board’s ability to add strategic value to CMRAO.

The Board will strive to be constituted to reflect the diversity of Ontario, with an inclusion lens applied to consider gender, race, age, geographical representation, accessibility, language and other diversity criteria.

The Minister-appointed Board members may include representatives of, consumer groups, business, government organizations, condominium corporations, owners or those owners or occupiers who occupy units for residential purposes, and representatives of other interests as the Minister determines.

Collective Board Skills and Experience

The Board recognizes the importance of having a diversity of backgrounds from both within and outside the condominium management and regulatory sectors, and will seek a balance of Board members who both have and do not have direct work experience in:

- Condominium management
- Condominium law
- Regulatory bodies

Collectively, Board members should:

- possess a positive orientation for proactive consumer protection initiatives;

- provide strong participation that strives for excellence and supports consensus-building;
- be strategic thinkers who take a governance-focused approach to Board responsibilities; and
- demonstrate a willingness to proactively support CMRAO's Statutory Mandate, mission, vision and values.

Individual Knowledge and Experience

Consideration of existing Board strengths and identification of any gaps should be used to recruit new Board members who complement the existing Board members' knowledge and experience, with a goal of addressing the following skills and experience across the full Board as much as possible:

- **Governance:** Experience overseeing and directing a corporation by supervising, building consensus and contributing to executive management.
- **Financial Oversight and Planning:** Experience or knowledge regarding audit, finances, investment or asset portfolio expertise, accounting, risk management and compliance requirements, particularly in an oversight or supervisory capacity.
- **Information Management:** Experience with the planning, procurement and management of IT data collection/analysis/use and systems related thereto, including experience in supervision, accountability and oversight.
- **Risk Management:** Experience or knowledge of the process of assessing risk and acting in such a manner, or prescribing policies and procedures, so as to avoid or minimize loss associated with such risk.
- **Legal:** Experience or knowledge in interpreting and applying legislation, regulations and compliance requirements, or the legal requirements to develop and operate a not-for-profit or business corporation.
- **Developing & Operating Business:** Experience being in a leadership position during the start-up or steady-state phases of a business or not-for-profit corporation. Public sector experience an asset.
- **Strategic Planning:** Experience with strategic business planning, including organizational development, human resources, design and effectiveness.
- **Not-for-Profit Experience:** Experience being in a leadership position within a not-for-profit corporation, or having knowledge of the requirements for a not-for-profit.
- **Government Experience:** Knowledge and experience of working within or with provincial or other levels of government, to facilitate the liaising, reporting, and relationship-building necessary to establish a sound footing for the ongoing oversight and accountability relationships. Requires proven political acuity. Administrative authority-specific experience an asset.
- **Licensing and Regulatory Experience:** Experience and competency overseeing or directing a regulator, including rule-making, communication of rules, licensing, monitoring, evaluation, enforcement, and adjudication.

- **Condo Sector Knowledge:** Experience or knowledge of the condominium sector in Ontario, including an understanding of the governance model for condominiums, and especially familiarity with condominium management services.
- **Teaching, Training and Public Education:** Experience or knowledge of the development, execution and review of professional education or training programs or public education and awareness initiatives.
- **Marketing/Communications:** Experience as a communications professional with knowledge of best practices in developing public facing material for education, branding, and communication. Social media savvy an asset.
- **Innovation/Design/Collaboration:** Familiarity with brokering innovative partnerships or approaches to operations and organizational design that can facilitate efficiencies, cost-sharing, and ultimately customer service.
- **Diversity, Inclusion and Accessibility:** Experience in or knowledge of championing diversity, inclusion and accessibility in governmental, not-for-profit or private sector organizations.

**Condominium Management Regulatory
Authority of Ontario**



Chair of the Board

Date: March 31, 2023

**His Majesty the King in right of
Ontario**



Minister of Public and Business Service
Delivery

Date: April 5, 2023

SCHEDULE “D” – CODE OF CONDUCT FOR DIRECTORS

CONDOMINIUM MANAGEMENT REGULATORY AUTHORITY OF ONTARIO

SECTION 1 GENERAL

1.01 Purpose and Scope

This Directors’ Code of Conduct and Policy on Conflicts of Interest (the Code) has been approved by the board of directors (the Board) of the Condominium Management Regulatory Authority of Ontario (the Corporation). The Code is intended to govern the conduct of directors of the Corporation (the Directors). It also sets out guidelines for avoiding and disclosing conflicts of interest and keeping information confidential.

1.02 Definitions

Unless otherwise specified, the words and expressions used in this Code shall have the same meaning as in Amended and Restated General By-Law of the Corporation, as amended from time to time.

1.03 Complement to By-laws

The provisions of this Code are intended to complement and enhance in a consistent manner the requirements that arise under the *Not-for-Profit Corporations Act, 2010* (Ontario), the *Safety and Consumer Statues Administration Act, 1996* (Ontario) and the *Condominium Management Services Act, 2015* (Ontario) and in the Letters Patent and By-laws of the Corporation.

1.04 Interpretation

This Code shall be, unless the context otherwise requires, construed and interpreted in accordance with the interpretation provisions of the Corporation’s By-laws.

SECTION 2 DUTIES AND RESPONSIBILITIES OF INDIVIDUAL DIRECTORS

2.01 Responsibilities

Each Director is expected to become an active participant in a Board that functions effectively as a whole. Each Director is responsible to:

- a) be informed of the constituting documents and legislation under which the Corporation exists, and the Corporation's By-laws, mission, values, codes of conduct and policies as they pertain to the duties of a Director;
- b) keep generally informed about the condominium management licensing and other activities of the Corporation, and general trends in the condominium sector;
- c) attend Board meetings regularly, serve on committees of the Board and contribute from personal, professional and life experience to the work of the Board;
- d) exercise, in the performance of their duties, the degree of care, diligence and skill required of a Director pursuant to the *Not-for-Profit Corporations Act, 2010*;
- e) be independent and impartial;
- f) not be influenced by self-interest, outside pressure, expectation of reward or fear of criticism;
- g) act with honesty and integrity and conduct himself or herself in a manner consistent with the maintenance of public confidence in the conduct of the Board's business;
- h) offer his or her personal perspectives and opinions on issues that are the subject of Board discussion and decision;
- i) voice, clearly and explicitly at the time a decision is being taken, any opposition to a decision being considered by the Board;
- j) maintain solidarity with the Board in support of a decision that has been made in good faith in a legally constituted meeting;
- k) ask the Directors to review a decision, if he or she has reasonable grounds to believe that the Board has acted without full information or in a manner inconsistent with its fiduciary obligations and duty of care;
- l) work with the staff of the Corporation on committees, advisory councils or task forces of the Board;
- m) know and respect the distinction in the roles of Board and staff consistent with the principles underlying these governance policies;
- n) exercise vigilance for and declare any apparent or real personal conflict of interest in accordance with the Corporation's By-laws and policies, and in particular with this Code; and

- o) comply with all other codes and policies approved by the Board from time to time.

2.02 Conduct of Directors

A Director will at all times conduct themselves in a manner that:

- a) supports the objectives of the Corporation;
- b) serves the overall best interests of the Corporation;
- c) subordinates personal interests, and those of any particular constituency, to the best interests of the Corporation;
- d) brings credibility and goodwill to the Corporation;
- e) respects principles of fairness, transparency and due process;
- f) demonstrates respect for individuals and human rights;
- g) respects and gives fair consideration to diverse and opposing viewpoints;
- h) demonstrates due diligence and dedication in preparation for, and attendance at, meetings, special events and in all other activities on behalf of the Corporation;
- i) demonstrates good faith, prudent judgment, honesty, transparency and openness in his or her activities performed on behalf of the Corporation;
- j) ensures that the financial affairs of the Corporation are conducted in a responsible and transparent manner with due regard for his or her fiduciary responsibilities and public trusteeship;
- k) avoids real or perceived conflicts of interest; and
- l) conforms with the By-laws and policies approved by the Board, including this Code and the Oath of Office and Confidentiality Agreement.

SECTION 3 CONFLICT OF INTEREST GUIDELINES

3.01 Integrity

These Conflict of Interest Guidelines are intended to ensure the highest standards and maintenance of the integrity of the Board. Directors shall act at all times in the best interests of the Corporation rather than in their own interest or in the interests of particular constituencies. This means putting the interests of the Corporation ahead of

any personal interest or the interest of any other person or entity. It also means performing his or her duties and transacting the affairs of the Corporation in such a manner that promotes public confidence and trust in the integrity, objectivity and impartiality of the Board.

3.02 No Pecuniary Benefit

- a) No Director shall directly or indirectly receive any profit from his or her position; *provided that*, notwithstanding anything herein contained to the contrary, Directors may receive reasonable payment for their services and reimbursement for reasonable expenses incurred by them in the performance of their duties as permitted in the By-laws or any policy of the Corporation and approved by the Board in accordance with the obligations of the Corporation under any Administrative Agreement entered into by the Corporation with His Majesty the King in right of the Province of Ontario.
- b) The pecuniary interests of immediate family members (including the immediate family members of a Director's partner) or close personal or business associates of a Director are considered to also be the pecuniary interests of the Director.

3.03 Definition of Conflict of Interest

- a) A conflict of interest refers to situations in which personal, occupational or financial considerations may affect, or appear to affect, a Director's objectivity, judgment or ability to act in the best interests of the Corporation and includes conflicts as described in subsection 3.04 hereof.
- b) A conflict of interest may be real, potential or perceived in nature.
- c) A real conflict of interest arises where a Director has a private or personal interest, for example, a close family connection or financial interest.
- d) A potential conflict of interest may arise when a Director has a private or personal interest such as an identified future commitment.
- e) A perceived or apparent conflict of interest may exist when a reasonable, well-informed person has a reasonable belief that a Director has a material conflict of interest, even if there is no real conflict.
- f) Full disclosure, in itself, does not remove a conflict of interest.

3.04 Examples of Conflict of Interest on the Part of a Director

The following examples constitute conflicts of interest under this Code:

- a) Any circumstance that may result in a personal or financial benefit to a Director or his or her family, business associate or friend. This includes, but is not limited to, accepting any payment for services rendered to the Corporation other than payment for services of a Director as permitted in this Code, including contracted work or honoraria; or accessing financial or other resources for personal use, i.e. transportation, training costs, supplies, equipment, etc.
- b) Personal interests which conflict with the interests of stakeholders of the Corporation or are otherwise adverse to the interests of the Corporation.
- c) Seeking, accepting or receiving any personal benefit from a supplier, vendor or any individual or organization doing or seeking business with the Corporation.
- d) Being a member of the board or staff of another organization which might have material interests that conflict with the interests of the Corporation or its stakeholders; and, dealing with matters on one board which might materially affect the other board.
- e) Any involvement in the hiring, supervision, grievance, evaluation, promotion, remuneration or firing of a family member, business associate, or friend of the Director.

3.05 Principles for Dealing with Conflict of Interest

- a) Both prior to serving on the Board and during their term of office, Directors must openly disclose a potential, real or perceived conflict of interest as soon as the issue arises and before the Board or its committees deals with the matter at issue.
- b) If the Director is not certain whether he or she is in a conflict of interest position, the matter may be brought before the Board or the Chair, who may in turn consult with the Corporation's legal counsel for advice and guidance.
- c) If there is any question or doubt about the existence of a real or perceived conflict, the Board will determine by resolution if a conflict exists, after obtaining legal advice if necessary. The Director potentially in conflict of interest shall not vote on the issue and, unless otherwise decided by the Board, shall be absent from the discussion.
- d) It is the responsibility of other Directors who are aware of a real, potential or perceived conflict of interest on the part of a fellow Director to raise the issue for

clarification, first with the Director in question and, if still unresolved, with the Chair of the Board.

- e) The disclosure and decision as to whether a conflict exists shall be duly recorded in the minutes of the meeting. The time the Director left and returned to the meeting shall also be recorded.

3.06 Gifts and Hospitality

Directors shall not directly or indirectly offer or accept cash payments, gifts, gratuities, privileges or other personal rewards, which are intended to influence the activities or affairs of the Corporation. Directors may, however, give or receive modest gifts or hospitality as a matter of general and accepted business practice, provided the foregoing does not include cash or other negotiable instruments and provided further proper accounting of any such expenses is made.

3.07 Complaints and Disputes Involving Directors

- a) The Board, in a meeting duly called for the purpose, shall review any complaints that a Director has violated any provision of the Corporation's By-laws, or policies approved by the Board, in particular, this Code and the Oath of Office and Confidentiality Agreement.
- b) The Board shall similarly review disputes between Directors that interfere with the ability of the Board to carry out its duties.
- c) Complaints may be referred to an independent arbiter by resolution of the Board.
- d) Allegations of illegal activity shall be immediately referred to appropriate authorities for investigation. Any Director against whom such allegations are made shall take a leave of absence from the Board pending completion of the investigation.
- e) The review of such complaints or disputes shall include an opportunity for the Director concerned to present his or her position.
- f) The Board may make such determination as it sees fit including:
 - i. dismissal of the complaint;
 - ii. a letter of reprimand to the Director from the Board;
 - iii. oral censure of the Director in question before the Board;
 - iv. removal of the Director from the Board by the members of the Corporation; or

- v. such other outcome as the Board determines is appropriate having regard to the facts and the gravity of the violations of the Code and Confidentiality Agreement.

**SECTION 4
CONFIDENTIALITY**

Directors shall receive and hold all personal and financial information in a confidential manner in accordance with applicable law and the Corporation's Policy on Confidentiality.

**SECTION 5
OTHER**

5.01 Review of Code

Each Director, forthwith after being elected, shall meet with the Corporation's legal counsel or the Chair of the Board to review this Code and such other policies of the Corporation that apply to Directors.

5.02 Oath of Office and Confidentiality Agreement

Each Director is required to sign and agree to comply with the Oath of Office and Confidentiality Agreement. Failure to do so will result in removal from office as a Director.

**Condominium Management Regulatory
Authority of Ontario**



Chair of the Board

Date: March 31, 2023

**His Majesty the King in right of
Ontario**



Minister of Public and Business Service
Delivery

Date: April 5, 2023

SCHEDULE “E” – CORPORATE PLANNING AND REPORTING

CONDOMINIUM MANAGEMENT REGULATORY AUTHORITY OF ONTARIO

The corporate planning and reporting documents of the Condominium Management Regulatory Authority of Ontario (CMRAO) are essential communications vehicles for demonstrating responsible stewardship of regulatory authority in the achievement of consumer protection. As such, the CMRAO will strive to continuously improve and strengthen linkages between strategic planning, business planning and reporting.

Recognizing that corporate planning and reporting documents have a broad audience that includes government, sector stakeholders and the public, the CMRAO will use plain language so that the objectives and performance of the CMRAO are clear and easy for the average reader to understand.

The corporate planning and reporting documents should easily allow for comparisons between them. For example, the strategic objectives, commitments and activities in the business plan should be aligned with the outcomes contained in the annual report.

The CMRAO’s corporate planning and reporting documents will support the accountability framework as laid out in the Agreement and the SCSAA.

In addition to the requirements specified directly in the Agreement, the CMRAO’s corporate planning and reporting documents shall include, at a minimum, the following:

1. BUSINESS PLAN

The CMRAO will draft a business plan annually that identifies a coordinated set of activities to achieve the CMRAO’s strategic objectives for the next three-year period. The business plan will state the specific activities that will be undertaken in the fiscal year, as well as identify resources to achieve the CMRAO’s strategic objectives and successfully deliver its services. The business plan shall include, at a minimum, the following:

1.1 Corporate Overview

A general overview of the CMRAO, including its mandate, mission, vision and values. It will also describe the CMRAO’s structure, services, regulated sector and include a description of the nature of the relationships between the CMRAO and the government and the Minister.

1.2 Business Planning Overview

An explanation of the connections between strategic planning, the business plan and the annual report.

1.3 Objectives, Activities and Performance Measures

Details on the performance measures that link the CMRAO's objectives to the statistical outcomes that will be reported in the annual report, including, at a minimum, the following:

- (a) **Strategic Objectives** (priority outcomes that the CMRAO proposes to achieve to successfully administer the Act, including those aimed at enhancing protections for consumers and the professionalism of licensees):
 - **Core strategic objectives** relate to the CMRAO's Statutory Mandate, focus on consumer protection objectives, and address high priority risks;
 - **Supporting strategic objectives** relate to other aspects of operations such as governance, financial objectives, communication, risk management or stakeholder relations;
 - Should the CMRAO's objectives change at any point during a given year, the CMRAO will notify the Minister prior to the start of the next fiscal year.
- (b) **Strategies** (the initiatives and approaches that will be employed to undertake activities in order to achieve objectives);
- (c) **Outcome measures** (details about how outcomes for the planning period will be measured or assessed);
- (d) **Outcome targets** (annual targets for the outcome measures):
 - Outcome measures and targets should enable year-to-year comparisons demonstrating the CMRAO's:
 - Effectiveness (primarily related to core strategic objectives),
 - Efficiency (could be related to supporting strategic objectives, including things such as overhead costs, administration to program delivery ratios), and
 - Performance based on customer and stakeholder satisfaction.

- Where a year-to-year comparison is not possible because of a change in performance measures, the CMRAO shall provide a rationale regarding the change, and sufficient information to enable a comparison.

(e) **Activities** (planned annual actions that will support the execution of the strategies to achieve the objectives):

- The activities in the business plan usually reflect core strategic objectives;
- The business plan may also include activities that reflect supporting strategic objectives;
- The business plan must include descriptions of the CMRAO's means to:
 - manage and resolve complaints;
 - provide French language services to the public; and
 - undertake activities to ensure that the goods, services and facilities are accessible in accordance with the Accessibility for Ontarians with Disabilities Act, 2005 and any other relevant accessibility activities.

(f) **Activity measures** (details about how activities will be measured or assessed to evaluate performance):

- Measures can be quantitative or qualitative.

(g) **Activity targets** (measurable activity targets set for the fiscal year).

1.4 Resources Needed to Meet Objectives

- Assess the adequacy of financial, human and other resources required by the CMRAO to meet its objectives over the planning horizon.
- Forecast anticipated revenues (derived from regulatory and non-regulatory business, if applicable) and planned expenditures for the next three-year period.

2. ANNUAL REPORT

The CMRAO's annual report is the primary mechanism for reporting results for the previous year. The annual report shall include, at a minimum, the following:

2.1 Organizational Overview

This section of the annual report shall set out:

- Introduction
- Mandate, mission, vision and values
- Overview of the organization
- Message from the Chair
- Message from the CEO
- Message from the Registrar

2.2 Report on Performance

The CMRAO shall report results for each performance measure as set out in the business plan. If the target has not been met, the CMRAO shall explain why achievement was not possible in that fiscal year.

(a) Performance Statistics:

When possible, statistical reports should be in chart form to facilitate comparisons over time. The CMRAO may include any statistics it considers relevant to its administration of the Act in this section. Performance statistics reported should, at a minimum, include:

- The activities completed over the prior year which reflect the activity measures in the business plan;
- The outcome results achieved in the previous year, which reflect performance against outcome measures and targets established in the business plan, in these areas:
 - Compliance and enforcement, such as licensing, complaint resolution, inspections, investigations, prosecutions;
 - Efficiency, such as turn-around times for licensing, complaints, inspections, discipline; and
 - Education and awareness initiatives, and handling of complaints;

(b) Review of Legislation, By-Law and Policy Changes:

Outline any changes made to the Act and regulations, the CMRAO by-laws or policies during the fiscal year.

(c) French Language Services:

Report on the provision of French language services pursuant to, as applicable, subsection 5.2(16) of this Agreement or section 13.8 of the SCSAA, including how those services were provided, the total number of inquiries that were received in French during the reporting period, and any other statistics that the CMRAO considers relevant.

(d) Complaint Handling Process and Outcomes:

Review of the complaint handling and dispute resolution processes provided by the CMRAO including outcomes, appeal procedures and information to the public on how to register complaints against licensees and against the CMRAO.

(e) Accessible Goods, Services, or Facilities:

Report on the provision of accessible goods, services or facilities pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, including how those goods, services or facilities were provided, the total number of inquiries that were received for accessible goods, services or facilities during the reporting period, and any other statistics that the CMRAO considers relevant.

2.3 Corporate Governance

This section shall provide a summary of how the CMRAO is governed by providing, at a minimum, the following information, which may alternatively be posted on its web site:

- Role of the Board
- Election/appointment process of the Board
- Basic qualifications of the Board
- Committees of the Board
- Code of Conduct for Directors
- Board of Directors (including biographies)
- Directors' terms of election/appointment
- Officers (including biographies)
- Organization chart
- CMRAO contact information and address

2.4 Financial Statements and Notes

The annual report shall include the audited financial statements, including any notes.

2.5 Management Discussion and Analysis

This section shall provide a discussion and analysis intended to assist with an understanding of the material financial changes in the CMRAO's operations over the past fiscal year, to be read along with the financial statements and accompanying notes. This discussion shall include a breakdown of regulatory and non-regulatory business, if applicable.

3. RISK MANAGEMENT FRAMEWORK AND RISK MANAGEMENT PLAN

Utilizing a risk-based approach to mandate fulfillment and service delivery, the CMRAO will conduct a risk assessment to identify, assess and mitigate risks and develop a risk management plan that will include:

- (a) The CMRAO's objectives;
- (b) Risks to the achievement of those objectives
- (c) Risk mitigation strategies;
- (d) Maintenance of a system of internal controls to minimize risk; and
- (e) Documentation of policies and procedures to manage risk.

In order to facilitate informed and coordinated responses to any issues that emerge, twice annually the CMRAO will provide the Minister with reports on high and medium risks with corresponding mitigation strategies.

A summary of the risk management plan including a summary of key information that conveys how the authority will ensure continuous delivery of critical business services in the event of an emergency (e.g. expansion of digital service delivery), shall be provided to the Minister annually for review at the same time as, or as a component of, the CMRAO's annual business plan. The occurrence of any risk(s) that required the use of any mitigations can be reported through the annual report.

4. ANNUAL BURDEN REDUCTION PLAN

Upon request from the Minister (or Ministry), the CMRAO must provide a burden reduction plan that identifies opportunities that the CMRAO could implement to respond to the government's commitment to cut red tape and reduce regulatory burden in Ontario. These opportunities could include legislative and regulatory proposals but should also consider how the CMRAO can operate more effectively and efficiently and provide improved or

increased digital services to their regulated sectors and consumers.

**Condominium Management Regulatory
Authority of Ontario**



Chair of the Board

Date: March 31, 2023

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Minister of Public and Business Service
Delivery

Date: April 5, 2023

SCHEDULE “F” – FEE SETTING PROCESS AND CRITERIA

CONDOMINIUM MANAGEMENT REGULATORY AUTHORITY OF ONTARIO

Application

This Schedule applies exclusively to fees, costs or other charges (“fees”) set in accordance with clause 12(1)(b) of the SCSAA by the Condominium Management Regulatory Authority of Ontario (CMRAO). This Schedule does not apply to any fines imposed by a discipline or appeals committee.

Objectives

In setting fees, the CMRAO has the following objectives:

- To comply with clause 12(1)(b) of the SCSAA to set and collect fees relating to the administration of the Act;
- To ensure the development of fees that are consistent with the CMRAO’s operating principles and obligations under the SCSAA, the Act and this Agreement, including the obligation to ensure that the CMRAO has adequate resources to comply with the Agreement, the SCSAA and the Act;
- To achieve full recovery of all delivery costs, consistent with the ongoing viability of the CMRAO as a not-for-profit corporation and at the same time provide service delivery value for stakeholders;
- To ensure that the Board considers the impact of a new fee or a fee change on consumers; and
- To ensure that, in the case of new fees or fee changes greater than of the cost of inflation, stakeholders have the opportunity to provide input into the fee setting process.

No new fee, or fee change, shall come into effect unless it has been approved by the Board and the relevant steps outlined in this Schedule have been completed. The Minister may waive the process, steps in the process, or the required notice timeframes if the Board provides evidence satisfactory to the Minister that the requirement to undertake any or all of these steps would result in the CMRAO not having the resources needed to comply with the Agreement, the Act and the SCSAA.

Process for fee change reduction

Where the Board has approved a fee change that would temporarily or permanently reduce the amount of, or eliminate, a fee, the CMRAO shall provide the Minister with at least thirty (30) days advance written notice of the proposed fee change, following which at least sixty (60) days written notice shall be provided to licensees. In this

circumstance, the Fee Review Analysis including the Consultation and Notice, and Criteria described below is not required. However, in the notice to the Minister, the CMRAO must provide an effective date for the reduced or eliminated fee, the timeframe over which the change would be in effect, and a summary of the CMRAO's forecasted revenue and expenditures during this effective period to ensure that the reduced revenue does not adversely impact its operations and financial sustainability.

Process for fee changes no greater than the cost of inflation

Where the Board has approved a fee increase that is no greater than the cost of inflation, the CMRAO shall provide the Minister with at least thirty (30) days advance written notice of the proposed fee change, following which at least sixty (60) days written notice shall be provided to licensees. In this circumstance, the Fee Review Analysis including the Consultation and Notice, and Criteria described below is not required.

Process for new fees or fee changes greater than the cost of inflation

Every proposal to establish a new fee, or a fee increase greater than the cost of inflation, shall be subject to a Fee Review Analysis and consultation conducted by the CMRAO in accordance with the Fee Review Analysis, Consultation and Notice, and Criteria sections set out below.

Fee Review Analysis

The CMRAO shall prepare a Fee Review Analysis that shall be in the form of a business case consisting of a written analysis for the new fee or fee increase greater than the cost of inflation that shall include:

- a scan of trends that may be occurring in the regulated sector or otherwise that could impact the CMRAO;
- estimated costs for new, existing or expanded programs as outlined in the CMRAO's business plan;
- estimated costs associated with implementing new or amended legislation;
- a rationale based on the CMRAO's historical, actual and projected revenues and expenses as well as impact on standards of service;
- a summary of stakeholder comments solicited in accordance with the Consultation and Notice process set out below; and
- a statement of compliance with the Criteria set out below.

The CMRAO shall provide the Minister with advance written notice of the new fee or fee change proposal and await the earlier of receiving written acknowledgment from the Minister to proceed, or forty-five (45) days, before soliciting comments from licensees,

sector stakeholder groups, or the fee proposal otherwise becoming public. The Fee Review Analysis (not including the summary of stakeholder comments) shall be submitted to the Minister at this time.

Consultation and Notice

The CMRAO shall solicit comments from licensees and sector stakeholder groups on the proposed new fee or fee change greater than inflation for a period of at least thirty (30) days, in advance of the written notice described below. A summary of the comments, once received, shall be forwarded to the Minister for information, and shall complete the Fee Review Analysis. The CMRAO shall also provide the Minister with a copy of the draft notice, informing licensees and] sector stakeholders that a new fee or fee change greater than inflation will take effect, at this time.

Concurrent written notice shall be given to the Minister and licensees and sector stakeholders at least sixty (60) days prior to the new fee or fee change greater than the cost of inflation taking effect.

Criteria

In developing a proposed new fee or fee change greater than the cost of inflation, the CMRAO shall give appropriate consideration to the CMRAO's business plan and to the potential impact of the fee or fee change on consumers and licensees. In addition, the following criteria shall be considered and addressed:

- Fees shall be set on a cost recovery basis and designed to cover all of the CMRAO's costs including those which cannot be directly attributable to the payees, including complaint handling, inspection, investigation, prosecution, public awareness campaigns, website development and maintenance, governance programs, government oversight and reporting, and general administration.
- The relative fees charged for different services and licensing types shall reflect:
 - the comparative costs to the CMRAO for processing applications or providing the services;
 - the period during which a licence] shall be effective; and
 - uniformity of application regardless of geographic location.
- All fees shall be payable when an application is made or when a service is requested or provided. A partial refund may be made (after deducting the CMRAO's costs) for cancelled applications or requests for service. Notwithstanding the above, no refund shall be issued for cancellations received after an application has been processed or a service has been delivered.
- A reasonable late fee may be charged for applications, payments, filings, or other

submissions that are received late. Where applicable, standard business practices shall be followed (e.g. interest charged on overdue accounts, etc.).

- In establishing or revising a fee, appropriate consideration shall be given to deterring breaches of the Act.

**Condominium Management Regulatory
Authority of Ontario**



Chair of the Board

Date: March 31, 2023

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Minister of Public and Business Service
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Date: April 5, 2023

SCHEDULE “G” – PAYMENTS

BY THE CONDOMINIUM MANAGEMENT REGULATORY AUTHORITY OF ONTARIO

The Condominium Management Regulatory Authority of Ontario (CMRAO) agrees to pay an oversight fee to the Minister for each Provincial fiscal year (April 1 to March 31) unless otherwise specified by the Minister on the following terms:

1. An annual amount (“the payment”) as determined by the Minister. The purpose of the oversight fee the Minister charges to the CMRAO is to recoup the government’s costs of the regulatory regime in its entirety. This includes the cost to government of oversight of the CMRAO, the development of legislation and regulations administered by the CMRAO, and advice to the Minister in the execution of his or her duties in respect of the consumer protection regulatory regime within his or her mandate. The Minister will share with the CMRAO the detailed information regarding the calculation of the cost of regulatory oversight upon request.
2. For the 2022/23-and 2023/24 fiscal years, the CMRAO agrees to pay to the Minister the following amounts:

2022/23	2023/24
\$198,084.04	\$198,084.04

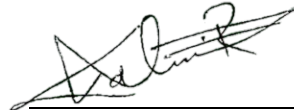
For 2024/25 and subsequent fiscal years, the Minister shall determine the payment for each year and will notify the CMRAO at least 18 months in advance of the payment being due. If during the fiscal year, the costs of regulatory oversight as determined by the Minister exceed the payment amount, the Minister may, after reasonable notice and prior consultation with the CMRAO, increase the payment amount accordingly.

3. The payment for each fiscal year ending March 31 will be remitted to the Minister by way of cheque payable to the Minister of Finance or an electronic funds transfer (EFT) payment within thirty (30) days of the date of the invoice sent by the Minister each year.

4. Late payments will be subject to interest charged at the interest rate for unpaid debts to the Crown as fixed from time to time by the Lieutenant Governor in Council in accordance with subsection 10(4) of the *Financial Administration Act*.

**Condominium Management Regulatory
Authority of Ontario**

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Chair of the Board

Minister of Public and Business Service
Delivery

Date: March 31, 2023

Date: April 5, 2023

SCHEDULE “H” – ACCESS AND PRIVACY CODE

THE CONDOMINIUM MANAGEMENT REGULATORY AUTHORITY OF ONTARIO

1.0 Purpose

The purpose of this Code is to set out how the Condominium Management Regulatory Authority of Ontario will effectively protect and provide access to personal information and records held by it.

1.1 Definitions

- (a) “Personal information” means any information about a recognizable individual that is recorded in any form. This does not include the name, title, contact information or designation of an individual that identifies the individual in a business, professional or official capacity.
- (b) “Authority” or “CMRAO” means the Condominium Management Regulatory Authority of Ontario.
- (c) “Delegated Provisions” means all provisions of the Act except for Part VII;
- (d) “the Act” means the *Condominium Management Services Act, 2015*.
- (e) “SCSAA” means the *Safety and Consumer Statutes Administration Act, 1996*
- (f) “record” means any record of information, however recorded, whether in printed form, film, by electronic means or otherwise in the custody and control of the CMRAO for administration of the Act.

2.0 Collection, Use and Disclosure of Personal Information

2.1 Collecting Personal Information

- (a) The Authority will collect personal information only where it is required for its legitimate purposes in the administration of the Delegated Provisions. Personal information shall be collected only by lawful means. Regulatory functions which may require the collection of personal information include, but are not limited to:
 - (a) Issuance or renewal of a licence;

- (b) Information requests or complaints; and
 - (c) Inspections and investigations.
-
- (b) Subject to subsection 2.1(c), personal information will be collected with written consent directly from the person to whom it relates, not from a third party, and the purpose of the collection and how personal information will be used will be explained at or before the time the information is collected.
 - (c) Subsection 2.1(b) may not apply to information that is being collected as part of an inspection, investigation or response to a complaint.

2.2 Using and Disclosing Personal Information

- (a) The Authority must have the written consent of the individual to whom the personal information relates before it can be used, or disclosed to a third party for a purpose other than that for which it was collected, except as set out in subsection 2.1(c) below.
- (b) In addition, third party access to personal information should only be provided where it can be demonstrated that the third party has put in place means to protect personal information which are comparable to those of the Authority. If personal information is made available to a third party on an ongoing basis, any revised information will be regularly provided.
- (c) Personal information that has been collected by the Authority in accordance with this Code may be used or disclosed without the consent of the individual only in the following circumstances:
 - I. For the purpose of conducting an inspection or an investigation; or
 - II. If the information is necessary to respond to an emergency.

2.3 Protecting Personal Information

The Authority recognizes the importance of protecting the personal information and records in its care. To prevent the unauthorized disclosure, use, copying or modification of personal information in the custody and under the control of the CMRAO, access to such information shall be restricted using appropriate security mechanisms. The Authority will:

- (a) Take reasonable steps to prevent theft, loss or misuse of personal information and records, and protect them from unauthorized access, modification or destruction;
- (b) Implement physical and organizational protections for paper records;

- (c) Enable passwords and other technological protections for electronic records;
- (d) Take reasonable steps to ensure that personal information held by the Authority is accurate and up-to-date, based upon the information provided to it; and
- (e) Ensure that all employees, the Board of Directors and all consultants or contract workers employed by the Authority have received adequate training to comply with this Code.

3.0 Retention and Destruction of Personal Information and Records

3.1 Retention of Personal Information and Records

The Authority will retain information for as long as is necessary to fulfill the purpose for which it was collected or for its use in accordance with this Code, and for 12 months thereafter in order to provide an opportunity for the individual to access their own personal information. A record of personal information may be retained beyond this time period in the following circumstances:

- (a) Another law requires or authorizes the retention;
- (b) The record is reasonably required for the future regulatory actions of the Authority; or
- (c) The record is transferred to storage or archives for historical research or permanent preservation, provided it is made anonymous of personal information as described in Section 3.2.

3.2 Destruction of Personal Information and Records

Any records that are retained for historical research or permanent preservation must be made anonymous.

For all records that have fulfilled the purposes for which they were collected or further use and are not to be further retained, the record will be destroyed in a manner that is appropriate given its medium:

- (a) A paper record of personal information, and all copies, shall be shredded before it is destroyed.
- (b) Electronic data containing personal information is to be deleted from hardware that hosted the data.
- (c) Before hardware that hosted electronic data is discarded or destroyed, all electronic data containing personal information is to be deleted.

4.0 Access to Information

4.1 Accessing Own Personal Information

The Authority will confirm the existence of, and provide an individual access to, their own personal information held by the Authority, except where such access and disclosure would:

- (a) constitute an unjustified invasion of another individual's personal privacy, unless that individual consents to the release and disclosure of the information;
- (b) violate a legally recognized privilege;
- (c) violate intellectual property law; or
- (d) compromise ongoing inspection and enforcement activities of the Authority.

To request such access, the individual must submit a request in writing to the Access and Privacy Officer of the Authority. The Authority will, in the normal course, respond to such a request within five (5) business days and at no cost, unless such response involves the review of a large number of records or meeting the request would unreasonably interfere with the operations of the Authority.

4.2 Corrections, Updates or Completeness of Personal Information

Where an individual disagrees with the accuracy of their personal information on file with the Authority, the individual has the right to challenge its accuracy and demand its amendment.

Following the confirmation of proof of identity and upon request of any corrections or updates by an individual, the Authority shall amend the individual's personal information on file with the Authority to reflect either:

- (a) the requested change; or
- (b) if requested by the individual, a statement of disagreement if an amendment was requested but not made to be attached to the information and the individual's file, which must also be transmitted to any third parties with access to the information.

Amendments to the personal information or records shall be made as soon as practicable, but no later than thirty (30) days from the time that the Authority makes the determination to amend the personal information or record.

4.3 Public Access to Records

The Authority will provide public access to records in its possession unless the release

of information would:

- (a) constitute an unjustified invasion of personal privacy;
- (b) violate a legally recognized privilege;
- (c) compromise ongoing inspection and enforcement activities of the Authority;
- (d) reasonably be expected to threaten the life, health or security of an individual;
- (e) involve information that is the substance of deliberations by the Authority's Board of Directors and its committees, including but not limited to agenda, minutes, policy options and analysis, internal advice, proprietary information and advice to government;
- (f) involve commercial, proprietary, technical or financial information related to an individual or commercial enterprise who has supplied the records to the Authority in confidence, if disclosure would result in undue loss or gain, prejudice a competitive position, or interfere with contractual or other negotiations of such individual or commercial enterprise; or
- (g) violate provisions of the Act or the SCSAA.

To request such access, a member of the public must submit a request in writing to the Access and Privacy Officer of the Authority. The Authority will, in the normal course, respond to such a request within five (5) business days and at no cost, unless such response involves the review of a large number of records or meeting the request would unreasonably interfere with the operations of the Authority.

4.4 Remedies for Access Requests

If an individual who requested access to information is not satisfied with the Authority's response, the requester may ask the Authority to review the decision. This request for review must be in writing, addressed to the Registrar, and must describe what aspect of the response the requester wishes to have reviewed. A final decision on the request will be provided within thirty (30) days of receipt of the review request.

If the Authority is unable to respond within thirty (30) days, the Authority shall advise the requester of the date a response can be expected.

5.0 Administration

The Authority will publish in electronic format all policies, practices, standards, codes and brochures pertaining to its management of personal information.

5.1 Access and Privacy Officer and Complaints

The Authority shall designate an Access and Privacy Officer who is responsible for the

Authority's compliance with this Code and for responding to requests for access to information. The name and contact information for this individual will be made available on the Authority's website. The Authority will investigate all complaints relating to this Access and Privacy Code, and will act accordingly based on the results of the investigation. Questions or comments on this Code may be addressed to the Access and Privacy Officer.

5.2 Review of this Code

This Code will be reviewed at regular intervals by the senior officers or Board of Directors of the Authority to ensure that it continues to serve its intended purpose. This may include reviewing:

- (a) procedures in place to protect personal information;
- (b) the effectiveness of procedures for handling complaints relating to this Code;
- (c) the effectiveness of procedures for addressing information requests; and
- (d) any other amendments that should be made to improve the operation of this Code and the protection of personal information.

The Authority will submit any amendments to this Access and Privacy Code to the Minister of Public and Business Service Delivery for approval.

**Condominium Management Regulatory
Authority of Ontario**



Chair of the Board

Date: March 31, 2023

**His Majesty the King in right of
Ontario**



Minister of Public and Business Service
Delivery

Date: April 5, 2023

SCHEDULE "I" – NON-REGULATORY BUSINESS POLICY

THE CONDOMINIUM MANAGEMENT REGULATORY AUTHORITY OF ONTARIO

Authority

The SCSAA authorizes the Condominium Management Regulatory Authority of Ontario (CMRAO) to carry out other activities in accordance with its objects except it cannot engage in commercial activity through an individual, corporation or other entity that is related to the CMRAO.

This Schedule authorizes the CMRAO to undertake non-regulatory business, that is, business in addition to its Statutory Mandate.

Policy

The CMRAO will only enter into non-regulatory business arrangements that promote and enhance consumer protection and are consistent with its objects, vision and mission. It will operate in compliance with the principles outlined in this policy. The CMRAO will ensure that all of its employees are aware of and act in accordance with this policy.

Policy Principles

- Commitment to Core Responsibilities and Regulatory Integrity: The CMRAO will at all times conduct itself in a manner that maintains its ability to effectively deliver its Statutory Mandate, with high standards of integrity and in a non-conflicted manner.
- Fair Business Practices: The CMRAO will not use its authority as a regulator to create an unfair business advantage.
- Fair Competition: The CMRAO shall ensure that all contracts, agreements or understandings are consistent with competition law.
- Financial Independence: The CMRAO will only deliver non-regulatory business services that enhance consumer protection and generate revenues generally to the benefit – and never to the detriment – of its regulatory responsibilities. The CMRAO will ensure independent financial reporting of non-regulatory business services.

Compliance

The CMRAO will submit to the Minister a statement for each non-regulatory business arrangement confirming that it will not negatively impact its Statutory Mandate and regulatory business and is consistent with this policy. This statement shall be provided

to the Minister a minimum of ten (10) business days prior to entering into or bidding on a legally binding contract. The statement shall contain the duration and parties of each contract, and the nature of the work.


The CMRAO will communicate this policy to its stakeholders and licensees to ensure a broad base of understanding. The CMRAO will monitor its business development activities to ensure this policy is being consistently applied.

The CMRAO will implement this policy to ensure appropriate treatment of confidential information, proper disclosure of the CMRAO's role, and decision-making that is fair and sound.

Upon request of the Minister, the CMRAO will engage a third-party to conduct a review of compliance with this policy. In addition, the CMRAO shall make a summary of findings of the review available to the public, including by posting on the CMRAO's website.

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