



**NADLAN-HARRIS PROPERTY
MANAGEMENT INC.**

WINTER 2025 - 2026

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NADLAN HARRIS IS EXCITED TO SHARE OUR 2026 WINTER NEWSLETTER WITH THE BOARD OF DIRECTORS!

This newsletter highlights key updates, achievements, and upcoming initiatives as we embrace the season of reflection and planning for the year ahead. I encourage you all to take a moment to review it, as it's filled with valuable information for the months to come.

WHISPERS OF WINTER

SOFTLY FALLS THE QUIET SNOW,
A SILVER BLANKET, PURE AS A GLOW.
TREES WEAR CROWNS OF FROSTY WHITE,
GLISTENING IN THE PALE MOONLIGHT.
THE WIND HUMS LOW A GENTLE TUNE,
BENEATH THE SILVER WINTER MOON.
FOOTPRINTS MARK A SECRET TRAIL,
THROUGH FROZEN FIELDS AND ICY VALE.
SMOKE CURLS FROM THE CHIMNEYS HIGH,
WARMTH AND LAUGHTER DRIFTING BY.
CRAMSON BERRIES, PINE, AND SPACE,
MOMENTS SMALL, YET PARADISE.
THOUGH THE WORLD IS HUSHED AND STILL,
WINTER SPEAKS IN ITS OWN WILL.
A SEASON'S PAUSE, A TIME TO REST,
TO COZY HEARTS AND SOULS BLESSED.





CHANGES TO ONTARIO FIRE CODE: NEW REQUIREMENTS FOR CO ALARM

Industry: Fuels - All

Category: Public Safety

Dec 18, 2025

A slew of changes to the Ontario Fire Code will take effect on January 1, 2026.

The changes will improve harmonization of the Ontario Fire Code with the 2020 National Fire Code of Canada and introduce new requirements to enhance fire-prevention safety. This includes changes to where carbon monoxide (CO) alarms must be placed in existing homes, including detached or semi-detached houses, townhouses and cottages.



The updated requirements apply to all existing homes that have any of the following:

- A fuel-burning appliance (like a furnace, water heater, or stove that uses natural gas, propane, oil, or wood)
- A fireplace
- An attached garage
- Air for heating that comes from a fuel-burning appliance not contained within the home (e.g., an appliance in a utility shed).

If your home meets any of the conditions above, a CO alarm must be installed:

1. Adjacent to each sleeping area (near all bedrooms)
2. On every storey (floor) of your home, including storeys that do not have a sleeping area

These requirements are outlined in **Section 2.16 of Division B of the Fire Code (O. Reg. 213/07)**.

Changes introduced through **O. Reg. 87/25: Fire Code** also align with recent updates to the **Ontario Building Code**, including new requirements for CO alarms in existing residential and care occupancies. Click on the respective links for detailed information on new CO alarm requirements for:

<https://www.tssa.org/changes-ontario-fire-code-new-requirements-co-alarms>



Condo Act amendments partially extended with the passing of Bill 72

Dec 12, 2025



The Buy Ontario Act received Royal Assent at Queen's Park yesterday afternoon, giving the government additional time to proclaim some Condo Act changes into law. But not all un-proclaimed amendments were extended.

What's changing?

Nothing, yet. The Condo Act amendments that were extended remain un-proclaimed. The government simply has an additional year to proclaim them, which would make them officially part of the Condo Act. This extension will also give the government time to draft regulations that will clarify the changes and outline their full impact on condo communities.

Which amendments are being extended?

Here are some key extensions:

1. Shared facilities

While these are becoming more common, the Condo Act currently does not provide much guidance on them. Proposed amendments would make having an agreement mandatory and open the door for regulations to later offer guidelines for defining boundaries, structuring cost sharing and enacting joint by-laws and rules for how they are used.

2. Voting

Some condo boards must reserve one position for a director that must be voted in by owners that have not rented out their unit – usually to ensure the board has some representation of owners living in the building.

Proposed amendments would require that this position only be created if an owner of one of these non-leased units requests it, and only in corporations where at least one and less than half of units are not leased.

Additionally, owners of these units would need to submit a statement declaring that their residential unit has not been leased before they can cast a vote in elections for these positions.

3. Owners' requisitioned meetings

Currently, owners can compel their condo to hold a meeting to discuss and vote on important issues, including removing directors. Owners can call these meetings on their own if their corporation does not.

Proposed amendments would add a new form that owners must use to request the meeting and make it so that condo corporations must respond and hold the meeting. Disputes about the requests could be taken to the Condominium Authority Tribunal, provided that the CAT's jurisdiction expands to include owners' meetings.

4. Developer legal protections and duties

Sometimes developers add clauses in condo governing documents and other contracts when they first establish the corporation that may not be in the best interest of the condo later. Proposed amendments make it more difficult for developers to do this and would provide better opportunities for condo boards to challenge issues. This may impact how corporations are able to challenge construction defects in the courts.

5. Board terms

Condo board director terms generally expire after three years. Sometimes a director's term may expire before the corporation is able to hold an election, potentially disrupting the board's ability govern if they are not extended.

Proposed amendments would allow directors in positions that can be voted in only by owners who have not rented out their units to keep acting on the board until either an AGM or election is held, whichever comes first.



6. Status Certificates

Proposed amendments would require that status certificates include additional information – notably financial impacts of legal actions or judgements, annual budget changes and shared facilities agreements.

What's not being extended?

Some proposed updates to the Act were **not** included in Bill 72 and will **expire** by the end of 2025. Here are some key proposed amendments that were **not extended**:

1. Reserve funds

Amendments would have provided more guidance on what adequate funding means when it comes to condo reserve funds, as well as what qualifies as a major repair. Corporations that don't keep an adequate fund would have been forced to get an expert's written opinion on whether an early reserve fund study was needed.

2. Procurement

Amendments would have opened the door for regulations to define a set process for how all condos in Ontario need to conduct their procurement processes.

3. Annual budgets

Amendments would have established explicit requirements for owners to get copies of their condo's budget separately and more quickly once changes were made to it. Currently owners get updates at least bi-annually, through Periodic Information Certificates.

4. Condo fees

Amendments would have increased transparency around chargebacks, including allowing for new regulations to define more scenarios where condos could issue chargebacks to owners. They would have also established a mandatory notice and timelines for corporations notifying owners about chargebacks and how owners can respond.

<https://www.condoauthorityontario.ca/news/condo-act-amendments-partially-extended-with-the-passing-of-bill-72/>

Condo Conflicts: when does rudeness cross the line into harassment?

by: [Graeme Macpherson](#) | [September 24, 2025](#)

Disputes between neighbours in a condo setting are regrettably somewhat common. These disputes often involve disagreements, which can occasionally result in unpleasant interactions and rudeness. But at which point does rudeness cross the line into harassment? This is the question that the CAT recently answered in the Holloway case.

Facts of the case

In this case, Jeffrey Holloway alleged that Ruth Roberts, a former president of HCC 115, breached the corporation's rule on harassment (Rule 17). He cited three incidents:

1. At a July 2024 condo "meet and greet," Ruth allegedly acted aggressively and negatively toward him.
2. In December 2024, Ruth called the police after finding a medical blister pack near her door, which she believed Jeffrey had left as a threat.
3. In March 2025, Jeffrey claimed Ruth swore at him and his mother in the elevator.

Jeffrey requested that Ruth be barred from using the elevator when he or his mother were present and sought \$200 in costs.

Ultimate question

In order for Jeffrey to be successful, he would have to prove that Ruth's conduct was a nuisance, annoyance, or disruption that was in breach of HCC 115's rule on harassment.

Tribunal's Analysis and Decision:

The Tribunal started by reviewing the evidence and noted that there was no objective evidence that Ruth actually swore at Jeffrey in the elevator. While he had a witness statement from his mother, it was basically a word-for-word copy of his own statement.



AN ACMO 2000 COMPANY

Regarding the meet-and-greet incident, Ruth admitted that her temper flared and she expressed her point of view unprofessionally. The Tribunal rightly noted that this can happen. However, there was no evidence that she had been vulgar or aggressive. While regrettable, this interaction did not rise to the level of harassment.

As for the blister pack incident, while the Tribunal accepted that the call to the police may have been due to the ongoing dispute between them, there was no evidence that this was done for an improper purpose.

Regardless, and most importantly, the Tribunal went on to note that even if it accepted that all of the incidents had taken place exactly as Jeffrey claimed, these would not amount to harassment constituting a nuisance, annoyance or disruption.

In order to reach this threshold, the conduct would have had to created a substantial interference that is greater than the persons involved ought to be required to bear in the circumstances.

Taken at face value, the alleged incidents here demonstrated three discrete events where people in conflict with one another acted impolitely. These isolated incidents of rudeness are not actionable nuisances. An individual's subjective feelings of annoyance, irritation or inconvenience do not constitute a nuisance at law.

Ultimately, the case was dismissed with no costs awarded.

Rudeness vs. Harassment: The Legal Distinction

One of the most important aspects of this decision (at least for me) is the CAT's discussion on the difference between:

- isolated incidents of rudeness and
- harassment that rises to the level of nuisance or disruption at law.

For conduct to qualify as harassment or nuisance, it must create a substantial interference with another person's ability to reasonably enjoy their unit or the common elements.

Harassment requires more than subjective annoyance or irritation. Instead, there must be evidence of ongoing or serious behaviour that goes beyond ordinary conflict between neighbours.



Takeaways

First take away

The key takeaway here is that subjective feelings of being offended or disrespected are not enough to amount to harassment.

In other words, an incident of a raised voice at an AGM, or an “eye roll” in the hallway should not meet the test. The conduct must be serious, repetitive, or harmful in a way that impacts the person’s ability to live in their home without substantial interference.

Second take away

The CAT is not a forum to litigate personal conflicts between residents or isolated incidents of rudeness.

To be clear, my goal here is not to celebrate rudeness or suggest that it is never appropriate to commence a legal proceeding if true and ongoing harassment is taking place. However, this case stands for the proposition that not all unpleasant interactions or disputes should proceed to the CAT, and provides an incentive for those involved to resolve the matter out of court.

Third take away

Time to review your rules on harassment. Make sure they are robust enough to address harassment but clear and flexible enough not to turn every unpleasant interaction into a court case.

When in doubt about whether someone’s conduct has crossed the line into harassment, the best course of action is to get some guidance from your favourite condo lawyer.

https://condoadviser.ca/2025/09/condo-conflicts-when-does-rudeness-cross-the-line-into-harassment/condo-law-blog-Ontario?utm_medium=email&hsenc=p2ANqtz-qLhyG5iJBzJ27OqT3YQLTI4Vu8SKdlCTAlx_tf8k3DZhJEinZxEP6HiNFbFDfB_IHqMg_k8JcRbrl-BYFtpuWy1qnm6yEWgGG00wco7yHa21xoZc&hsmi=385460754&utm_content=385460754&utm_source=hs_email




Nadlan-Harris Christmas Party





Congratulations to our President, Liron Daniels for 20 Years RCM Designation and Membership at ACMO.





*HAPPY HOLIDAYS
AND HAPPY NEW
YEAR FROM THE
NADLAN - HARRIS
FAMILY TO YOURS*