**CITATION:** World Medpharm Inc. v. York Region Standard Condominium Corporation No. 1279, 2024 ONSC 1191
**COURT FILE NO.:** CV-23-00707878
**DATE:** 20240227



**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

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| **BETWEEN:** | ) | |
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| WORLD MEDPHARM INC. and WORLD MEDPHARM (2014) INC. cob as WORLD PHARMACY | ) | David M. Golden and Michael Hochberg, for the Applicants |
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| Applicants | ) | |
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| **– and –** | ) | Christopher R. Dunn for the Respondent York Region Standard Condominium Corporation No. 1247 |
| | ) | |
| YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279, YORK REGION STANDARD CONDOMINIUM COPORATION NO. 1247, 2352711 ONTARIO INC.., cob as ENHANCED CARE PHARMACY THORNHILL and 2819826 ONTARIO INC. | ) | Benjamin J. Rutherford, for the Respondents 2352711 Ontario Inc., cob as Enhanced Care Pharmacy Thornhill and 2819826 Ontario Inc. |
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| Respondents | ) | |
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| | ) | |
| | ) | **HEARD:** February 9, 2024 |

**PAPAGEORGIOU J.**

**Overview**

[1] This Application concerns two condominium buildings and competing pharmacies located in them.

**Building 1**

[2] The first building is located at 7181 Yonge Street, Markham ("Building 1"). York Regional Standard Condominium Corporation No. 1279 ("YRSCC 1279") is the condominium corporation with the statutory authority and obligation to manage the property and assets of the corporation on behalf of the unit owners.

[3] The Applicant World Medpharm Inc. ("Medpharm") purchased units in Building 1 from the developer on February 26, 2015. It then leased the units to the Applicant World Medpharm (2014) Inc., cob World Pharmacy ("World Pharmacy"). World Pharmacy has operated a pharmacy out of Building 1 since approximately 2015.

**Building 2**

[4] The second building is located at 7163 Yonge Street, Markham ("Building 2"). York Regional Standard Corporation 1247 ("YRSCC 1247") is the condominium corporation managing the property and assets of the corporation on behalf of the owners in Building 2. On March 1, 2022, the respondent 281982 Ontario Inc. ("281") purchased units in Building 2. It subsequently leased these units to 2337636 Ontario Inc. ("233") who is not a party to this proceeding. 233 operates a medical clinic at Building 2. 233 then subleased approximately 10 % of the units it leased to the respondent 2352711 Ontario Inc, operating as Enhanced Care Pharmacy Thornhill ("Enhanced Care"). The Respondents are collectively referred to as the Respondents.

[5] The Respondents have been operating a pharmacy at Building 2 since approximately July 2023.

**The World on Yonge Development**

[6] Building 1 and Building 2 were part of a development[1] called "the World on Yonge" built by Liberty Development Group (the "Declarant").

[7] As is usual in condominium developments, an entity who owns the freehold interest in land and who registers a Declaration is the Declarant. In this case, that was Liberty Development Group, who is not a party to this proceeding.

[8] The Declaration sets out the terms by which unit holders must abide.

**The Declaration and the Exclusive Use Agreement**

[1] This development also included a third building that is not relevant to the matters in dispute here.

[9] The Declarations for YRSCC 1247 and YRSCC 1279, registered on title, contain a provision whereby no commercial unit within either building is permitted to operate a pharmacy without the Declarant's consent.

[10] At the time when the World on Yonge was built, the Declarant for Buildings 1 and 2 also entered into an Exclusive Use Agreement with Medpharm, dated June 27, 2018, whereby Medpharm would have the exclusive right to operate a pharmacy within the World on Yonge, including Building 1 and Building 2 (the "Exclusive Use Agreement"). As part of that agreement, the Declarant delegated to Medpharm the ability to enforce the Declaration for YRSCC 1247 on behalf of the Declarant.

**World Pharmacy's Demand**

[11] When the Applicants learned of Enhanced Pharmacy's operation of a pharmacy at Building 2 in violation of the Declaration, they wrote to the Respondents and YRSCC 1247. They demanded that the Respondents cease operating the pharmacy in violation of the Declaration. They demanded that YRSCC 1247 take steps to compel the Respondents to comply with the Declaration as well as the Exclusive Use Agreement.

[12] As will be further discussed, YRSCC 1247 did make such demands. However, the Respondents refused to comply.

[13] The Applicants then commenced this Application seeking an Order that Enhanced Care comply with the Declaration by stepping into the shoes of the Declarant, as was permitted in the Exclusive Use Agreement.

**Decision**

[14] For the reasons that follow, I am granting an Order that the Respondents immediately comply with the Declaration, as well as ancillary relief.

[15] However, I am not granting a permanent injunction as claimed as part of the Applicants' oppression claim. There is also a related oppression remedy claim brought by the Respondents, which is not before me. It would be unfair for me to decide the Applicants' oppression claim, which would essentially decide the Respondents' as well, without having had it adjudicated on its merits.

[16] The Respondents had sought to have their Application joined to this one, but they were not permitted to do so because this Application was proceeding on an expedited basis for two hours only; there was no time available to hear both matters. Indeed, there was not even enough time to hear all disputed issues on the Applicant's matter.

[17] I am directing that both oppression Applications be heard together, by me if I am available.

**Issues**

- Issue 1: Should the Court exercise its discretion pursuant to section 134 of the *Condominium Act, 1998*, S.O. 1998, C. 19 to make an Order compelling the Respondents to comply with the Declaration?

- Issue 2: Has YRSCC 1247 breached any of its obligations pursuant to the *Condominium Act*?

- Issue 3: Should this Court grant a permanent injunction restraining the Respondents from operating a pharmacy at Building 2 pursuant to the oppression remedy provisions in section 135 of the *Condominium Act*, as well as a permanent injunction restraining them from seeking an amendment to the Declaration?

- Issue 4: Should this Court exercise its discretion pursuant to section 134 to make an interlocutory injunction prohibiting the Respondents from attempting to amend the Declaration pursuant to the provisions of the *Condominium Act* pending the outcome of the cross-oppression remedy Applications?

**Analysis**

**Issue 1: Should the Court exercise its discretion pursuant to section 134 of the *Condominium Act* to make an Order compelling the Respondents to comply with the Declaration?**

[18] The short answer is “yes”.

*The Respondents are in clear breach of the Declaration.*

[19] The *Condominium Act* sets out a statutory scheme of rights and obligations of a condominium corporation and unit owners with respect to i) the management and administration of a condominium corporation; ii) compliance with the *Condominium Act*; and iii) compliance with the declaration, by-laws, and rules of a condominium corporation.

[20] Section 119(1) of the *Condominium Act* directs that the condominium corporation, an owner, and an occupier of a unit must comply with the Act and the condominium declaration. Further, section 119(2) of the Act requires an owner to take reasonable steps to ensure that an occupier of a unit complies with the Act and the condominium declaration.

[21] Section 17 of the Declaration for YRSCC 1247 clearly provides that:

> No commercial unit in Building [2] shall be used for pharmacy purposes or a drug store without the prior written consent of the Declarant, which consent may be arbitrarily withheld or delayed by the Declarant.

*The Applicants have Standing.*

[22] Section 134 of the Act directs that an owner, an occupier, or a declarant may bring an application in the Superior Court for an order of compliance with any provision of the Act.

[23] The Applicants would not have standing to bring this Application but for the Exclusive Use Agreement pursuant to which the Declarant nominated the Applicants as their agent to enforce the Declarant's rights under the Declaration as they relate to the use of units as a pharmacy or a drug store.

[24] In any event, the Respondents concede the Applicants have standing with respect to s. 134.

*Factors relevant to the Court's exercise of its discretion*

[25] Section 134 permits the Court to fashion a remedy that is fair and equitable in all the circumstances: *York Condominium Corporation No. 136 v. Roth*, 2006 CanLII 29286 (S.C.), at para. 21.

[26] The Respondents argue that it is not just and equitable to compel them to comply with the Declaration for the following reasons:

- The Respondents spent hundreds of thousands of dollars on upgrades for the pharmacy business.

- The Respondents and the Applicants operate in two distinct condominium corporations.

- The Respondents' business model is different than the Applicants'. The Respondents' pharmacy is part of a collaborative medical care delivery operation with a pharmacy dispensary as an adjunct to that operation. They allege that their pharmacy is not actively advertised nor even visible from the exterior of the location but rather is a traditional walk-up, walk-in pharmacy. I note that the Applicants pointed to evidence that shows that this assertion is not entirely correct. The Respondents' pharmacy is actively advertised. A Google search for a pharmacy near Building 2 shows the Respondents' pharmacy as the second search result retrieved. Their web page advertises this pharmacy and suggests, "Transfer your prescriptions."

- There is no evidence that the Respondents' operations are detrimentally affecting the business or operations of the Applicants. However, the Respondents have only been operating since July 2023. It is unknown what the implications of their operations on the Applicants will be in the long run. Furthermore, the Applicants' owner explains in his affidavit that he intends to retire some day and sell the pharmacy at Building 1; its value is enhanced because of its exclusive right to operate a pharmacy. He says that the presence of the Respondents will likely reduce the overall value of the Applicants' pharmacy. There is no expert evidence in this regard, but for the purposes of this Application I am satisfied as to the logic of that proposition.

- For ten years, the Respondents operated within a three-minute walk of the current location from which they say it can reasonably be inferred that there would be no change or impact on the Applicants' business. There are eleven pharmacies within one kilometer of World Pharmacy.

- There will be an impact on the medical clinic's customers if the Respondents' pharmacy is not permitted to operate at Building 2. However, given the Respondents' evidence about all the pharmacies located nearby, at most, there would be some minor inconvenience as patients would have to go a nearby pharmacy.

[27] As noted, there are some factual disputes raised by the Applicants with respect to the Respondents' arguments, but I need not resolve them because even if all of the above factors were proven, I would grant the Order sought by the Applicants for the following reasons:

- Declarations are the equivalent of the constitution of a condominium corporation. They provide the legal framework for condominium corporations upon which the purchasers of units, and the declarant, can rely: *Lexington on the Green Inc. v. Toronto Standard Corp. No 1930*, 2010 ONCA 751, 327 D.L.R. (4th) 498, at para. 19.

- A significant purpose of the Act is consumer protection. It sets out a detailed and sophisticated scheme of disclosure to ensure that purchasers of condominium units are fully informed of their rights and obligations. When parties purchase a condominium, they must receive a copy of a declaration as part of the disclosure they receive. They then have the right to rescind the purchase agreement, which they can exercise after they review the declaration: *Lexington*, at para. 49.

- Another purpose of the *Act* is certainty for the stakeholders in condominium developments, including owners and developers, so that they can make "informed decisions about their investment." If the Act is not enforced, then this could discourage developments as well as the willingness of purchasers to buy them: *Lexington*, at para. 51.

- The Declaration was registered on title in 2014, over eight years before the Respondent 281 acquired units in Building 2.

- Prior to 281 purchasing the units in Building 2, it consulted with 233 and the Respondent Enhanced Care about using the units for Enhanced Care's operations. Mr. Chung Fai Mok is the President of both the Respondents, 233 and Enhanced Care.

- As well, prior to the closing of the purchase, 281 received a Status Certificate which attached a copy of the Declaration. It is no excuse for 281 to say that it did not see the Declaration or advert to the fact that the Declaration prohibited the operation of a pharmacy in Building 2. It was represented by counsel.

- Furthermore, the lease documents show that there must have been at least some adverting to the fact that a pharmacy was prohibited. The lease between the Respondent 281 and 233 is dated May 1, 2022. As noted above, 233 leased the premises to be used as a medical clinic. Section 1.01(i) of the lease says that the permitted use of the units in Building 2 was solely for the purposes of a medical clinic. Further, there are Special Provisions set out in Schedule "D" where 233 acknowledged as follows:

  > Acknowledge Exclusive Use Covenants
  >
  > The Tenant shall not be permitted to use all or any portion of the Leased Premises for the purpose of:
  >
  > (i) A pharmacy or pharmaceutical dispensary; herbal or naturopathic or homeopathic medicines ("Restricted Use")

- Since Mr. Chung is the President of both 233 and Enhanced Care, he would have been aware of the restricted use by virtue of his position with 233, and thus would have also been aware of this restricted use as President of Enhanced Care.

- The sublease entered into between 233 and Enhanced Care dated January 15, 2023, also implicitly recognizes the fact that there could be problems with the operation of a pharmacy in Building 2. It contains a provision whereby 233 agreed to indemnify Enhanced Care in the event that 233 failed to obtain the consent of 281 to the sublease and use of the premises, and/or in the event that Enhanced Care was not permitted to use the Subleased premises for its intended use.

- Thus, if the Respondent Enhanced Care spent hundreds of thousands of dollars on upgrades for this pharmacy business, it did so in circumstances where it knew or ought to have known about the restriction contained in the Declaration.

- I agree with the Applicants that any wasted expenditure is a consequence of the Respondents' own conduct in circumventing the Declaration. If the Respondent Enhanced Care has suffered damages, its remedy is against 233 who agreed to sublease the premises for Enhanced Care's use in violation of the Declaration. Indeed, 233 has already agreed to indemnify Enhanced Care for any issues related to its inability to use the premises for the intended use.

- Further, Enhanced Care only began operating this pharmacy in July 2023 since that is when the pharmacy became accredited. It has not been operating for very long.

- Further, although the Respondents raise the equities and the impact on them, they do not come to court with clean hands. After this Application was commenced but before it was argued, the Respondents attempted to engage in self-help to circumvent this Application. In or around December 2023, they requested that YRSCC 1247 convene a meeting of all

unit owners to discuss amending the Declaration. The Applicants learned of this and wrote to the Respondents requesting information and advising of their position that such conduct unfairly disregarded their reasonable interests. The Applicants advised that any such attempts should be transparent, and they requested particulars of any efforts made to amend the Declaration as well as future plans. The Respondents did not respond.

- While it is clear that section 107 of the *Condominium Act* permits amendments to declarations it would set a dangerous precedent if owners in Condominiums could simply ignore Declarations, not follow the correct procedures to amend a Declaration, conduct their affairs in clear contravention of Declarations, then plead for court approval because they had spent money in furtherance of their illegal operations.

- Case law has held that there is a collective interest in having Declarations enforced: *Peel Condominium Corporation No. 108 v. Young*, 2011 ONSC 1786, at para. 27.

[28] In the exercise of my discretion, I am Ordering that the Respondents immediately comply with the Declaration and cease all operations of a pharmacy at Building 2.

**Issue 2: Has YRSCC 1247 breached any of its obligations pursuant to the *Condominium Act?***

[29] Regarding whether YRSCC 1247 has complied with its obligations pursuant to section 17(3) of the *Condominium Act* to obtain compliance with the Declaration, I find that it has.

[30] Section 17(3) of the *Condominium Act* obligates a condominium corporation to ensure compliance by taking all "reasonable steps" to ensure owners and occupiers comply with the Declaration: *Seto v. Peel Condominium Corporation No 492*, 2015 ONSC 6785, at para. 35, rev'd on other grounds, 2016 ONCA 548.

[31] When YRSCC 1247 learned of the issue, it immediately took steps to obtain compliance with the Declaration by writing to the Respondents and also followed up.

[32] YRSCC 1247 took reasonable steps by making demands and was not required to immediately bring a proceeding. YRSCC 1247 has many stakeholders including unit owners who pay condominium fees. It would have been unreasonable to commence legal proceedings, which would have to implicitly be paid for by unit owners, before first attempting to resolve the issue through demand letters.

[33] YRSCC 1247 says that it would have eventually brought an Application to seek compliance, but the Applicants did so before YRSCC 1247 had a chance.

**Issue 3: Should this Court grant a permanent injunction restraining the Respondents from operating a pharmacy at Building 2 pursuant to the oppression remedy provisions in section 135 of the *Condominium Act*?**

[34] The Applicants' position is that the Respondents have acted in a manner that is oppressive or unfairly prejudicial to the Applicants and/or which unfairly disregards their interests. They argue that they had a reasonable expectation to be the only pharmacy in Building 1 and Building 2.

[35] As a remedy for this oppression, the Applicants seek a permanent injunction together with a reference in respect of any damages that the Respondents' conduct has caused.

[36] The Respondents have brought their own oppression remedy application against the Applicants and the Declarant for their refusal of approve of an amendment to the Declaration to permit them to operate a pharmacy.

[37] The Respondents' Application is not before me, and it would be unfair to decide this matter without considering both oppression remedy applications.

[38] The issue of the Applicant's reasonable expectations, and how long such expectations should last is a complex issue that takes into account many variables, many stakeholder interests, and implicitly takes into account the Respondents' reasonable expectations as well.

[39] In that regard, the *Condominium Act* specifically permits amendments to the Declaration.

[40] YRSCC 1247 explained that while the Declaration is something that must be respected and complied with, the structure of the *Condominium Act*, which permits amendments pursuant to section 107, implicitly recognizes that at some point, control over the rules that bind the condominium corporation is turned over to the corporation. It points out that while the Declarant is involved in the early days when a condominium is established, as time goes by the *Act* recognizes that the Declarant's influence should be less and less. YRSCC 1247 says that there have already been amendments to the Declaration.

[41] The detailed process for amending the Declaration in section 107 of the *Condominium Act* includes obtaining the Declarant's consent, but this requirement is waived if the Declarant has already transferred its units and if more than three years have elapsed from the date of registration of the Declaration. At this stage, the Declarant no longer has any units and more than three years have elapsed from the date of registration of the Declaration.

[42] At this time, the criteria that must be satisfied for the Declaration to be amended are that the board of YRSCC 1247 approve the amendment, that the board hold a meeting of owners in accordance with section 107, and that the owners of at least 80 or 90 percent of the units approve of the amendment, with the required percentage being dependent on the kind of amendment.

[43] Even though the amendment process exists, courts have still held that in some circumstances, where a Declaration is amended, an applicant's reasonable expectations may be violated, and that this may constitute oppression.

[44] In *Irving Investments v. YCC No. 21*, 2022 ONSC 5967, at para. 45, the Court concluded that the provisions that permit an amendment did not relieve the Court from determining whether a proposed amendment would amount to oppression of the Applicant's interests.

[45] Similarly, in *Griforiu v. Ottawa-Carleton Standard Condominium Corporation No. 706*, 2014 ONSC 2885, a condominium corporation amended its declaration to prohibit the use of parking units by non-residents. This change was made to address security concerns caused by non-residents accessing the parking garage. The change adversely affected the applicant who owned a parking unit within the condominium and a residential unit in a neighbouring condominium corporation. The applicant was subsequently unable to sell his residential condominium unit (in the neighbouring corporation) because he was unable to sell his parking unit along with it. The judge found that the amendment to the declaration breached the applicant owner's reasonable expectation of being able to sell his residential unit along with his parking unit and ordered a further amendment to the declaration to remedy the issue: at para. 40.

[46] In this case, there is an additional wrinkle because more than the Declaration is involved. There is also the Exclusive Use Agreement, which the Applicants specifically negotiated to allow them to be the only pharmacy in Building 1 and Building 2.

[47] The issue of the Applicants' reasonable expectations in all these circumstances is a disputed issue which cannot be decided on this record, because of the amendment provisions and the Respondents own oppression application.

[48] It would be unjust for me to decide this oppression Application now because it will effectively decide the Respondents' competing oppression Application, which I have not even seen.

[49] Both must be heard together. I add because there were only two hours, there was insufficient time for counsel to address all the complex legal issues as well as the all the factual issues related to the final order which it sought in any event.

[50] I am directing that the parties schedule a case conference before me to address the manner in which these Applications should proceed, whether by way of cross Applications using these paper records or whether by way of a trial of an issue and/or whether additional materials are required. There was some suggestion at the hearing that this should be by way of a trial of an issue.

[51] In any event, no less than one day shall be scheduled for the hearing of this matter.

**Issue 4: Should this Court exercise its discretion pursuant to section 134 to make an interlocutory injunction prohibiting the Respondents from attempting to amend the Declaration pursuant to the provisions of the *Condominium Act* pending the outcome of the cross-oppression remedy Applications?**

[52] As part of my discretion pursuant to section 134, I direct and Order that the Respondents shall not seek to arrange a meeting of unit holders or take any steps to amend the Declaration until these cross-oppression applications are heard and determined.

[53] In all the circumstances of this case, particularly taking into account the cross-oppression applications, as well as the Respondents' attempt to exercise self-help in the face of this Application, it is fair and equitable that these Respondents are not permitted to take any further steps to amend the Declaration pending the determination of these cross-oppression proceedings.

[54] Permitting this process could render the Applicants' oppression application pointless, and I have already determined that there is a basis for that claim to proceed, although admittedly the Applicants will have to establish that their reasonable expectations have been violated in the face of the *Condominium Act*, which permits amendments and in the face of the Respondents cross Application.

[55] To the extent that this constitutes a form of interim injunction, I am satisfied that the Applicants have established a serious issue to be tried as to their oppression claim.

[56] I am also satisfied that the restrictions in the Declaration are comparable to a restrictive covenant. Courts have held that interim injunctions are appropriate where there has been a breach of a restrictive covenant and that it is not necessary to prove irreparable harm, which is presumed: *Debra's Hotels Inc. v. Lee* (1994), 24 Alta. L.R. (3d) 199 (K.B.), at para. 20; *Canadian Medical Laboratories Ltd. v. Windsor Drug Store Inc*. (1992), 99 D.L.R. (4th) 559 (Ont. S.C.), at paras. 35 to 38; *Islamic Society of North America v. Teherany*, 2007 CanLII 37681 (Ont. S.C.) at paras 23-28; *Adler Firestopping Ltd. v. Rea*, 2008 ABQB 95, 88 Alta L.R. (4th) 160.

[57] As such, even though there is no persuasive argument before me that any damages that could be suffered by the Applicants cannot be calculated, I am satisfied that they do not need to demonstrate irreparable harm.

[58] The balance of convenience test is also softened where a restrictive covenant breach is at issue: *Debra's Hotels*, at para. 20.

[59] In this case, the only prejudice that the Respondents will suffer on account of an interim injunction is the risk they voluntarily assumed by starting this pharmacy in breach of the Declaration.

**Costs**

[60] The Applicants are presumptively entitled to their costs as the successful party.

[61] They claim a total of $67,633.25 on a partial indemnity basis.

[62] YRSCC 1247 also claims its costs in the amount of $23,780.16.

[63] The Respondents' Bill of Costs shows their partial indemnity costs to be $20,524.66.

[64] Pursuant to s. 131(1) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, costs are in the discretion of the court. Rule 57 of the *Rules of Civil Procedure* sets out the factors which courts should have regard to when awarding costs. The overall objective is "to fix an amount that is fair and reasonable for the unsuccessful party to pay in the particular proceeding, rather than an amount fixed by the actual costs incurred by the successful litigant": *Zesta Engineering Ltd. v. Cloutier* (2002), 21 C.C.E.L. (3d) 161 (Ont. C.A.), at para. 4; *Boucher v. Public Accountants Council for the Province of Ontario* (2004), 71 O.R. (3d) 291 (C.A.), at para. 26; *Clarington (Municipality) v. Blue Circle Canada Inc.*, 2009 ONCA 722, 100 O.R. (3d) 66, at para. 52; and *G.C. v. Ontario (Attorney General)*, 2014 ONSC 1191, at para. 5.

[65] In this case, in the exercise of my discretion, I am awarding the Applicants costs of this Application in the amount of $20,000 as against the Respondents (but not YRSCC 127) for a number of reasons:

- At this stage, it is unknown what the outcome of cross applications for oppression will be. Thus, the Applicants were not fully successful on all issues before me. The work that the Applicants did in respect of their oppression claim will be something that they will be able to claim if they are ultimately successful. Thus, I am reserving the determination of such costs to the Judge who hears and decides the cross Applications.

- The comparison of the Applicants' and Respondents' Bill of Costs supports the argument that the amount that the Respondents could reasonably have been expected to pay is much less than what the Applicants incurred. Further, the real battle here will relate to whether the Applicants are entitled to a permanent injunction as well as damages. As such, while it was successful, it was not successful on the most significant issue before me.

[66] With respect to YRSCC 1247, there is no basis for it to pay any costs as I have found that it acted reasonably and did not breach any duty.

[67] I am not awarding its costs as against the Applicants because even though the Applicants did not obtain any relief against YRSCC 1247, it was a necessary party, and its presence greatly assisted the Court.

[68] However, there is a basis for it to be awarded costs from the Respondents.

[69] Had the Respondents complied with their obligation, YRSCC 1247 would not have been dragged into this proceeding and it would not have incurred costs. Thus, I am awarding it costs in the amount of $20,000, also against the Respondents.

[70] Therefore, I Order as follows:

- The Respondents shall immediately cease operating a pharmacy at Building 1 and comply with the Declarations.

- The issue of the Applicants' claims for an oppression remedy, inclusive of their claim for a permanent injunction shall be heard together with the Respondent's oppression application.

- The parties shall arrange a court conference with me to determine next steps and the scheduling of the cross applications which shall be heard over no less than a day.

- The Respondents shall not take any steps to amend the Declaration pending the outcome of the cross-oppression claims.

- The Respondents shall pay costs to the Applicants in the amount of $20,000 within 30 days.

- The Respondents shall pay costs to YRSCC 1247 in the amount of $20,000 within 30 days.

Papageorgiou J.

**Released:** February 27, 2024

**CITATION:** World Medpharm Inc. v. York Region Standard Condominium Corporation No. 1279, 2024 ONSC 1191



**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

WORLD MEDPHARM INC. and WORLD MEDPHARM (2014) INC. c.o.b. as WORLD PHARMACY

Applicant

**– and –**

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1279, YORK REGION STANDARD CONDOMINIUM COPORATION NO. 1247, 2352711 ONTARIO INC.., cob as ENHANCED CARE PHARMACY THORNHILL and 2819826 ONTARIO INC.

Respondents

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**REASONS FOR JUDGMENT**

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Papageorgiou J.

**Released:** February 27, 2024