

SUMMER 2014

CONDO CONTACT

CREATING A VIBRANT, WELL-INFORMED OTTAWA AND AREA CONDOMINIUM COMMUNITY

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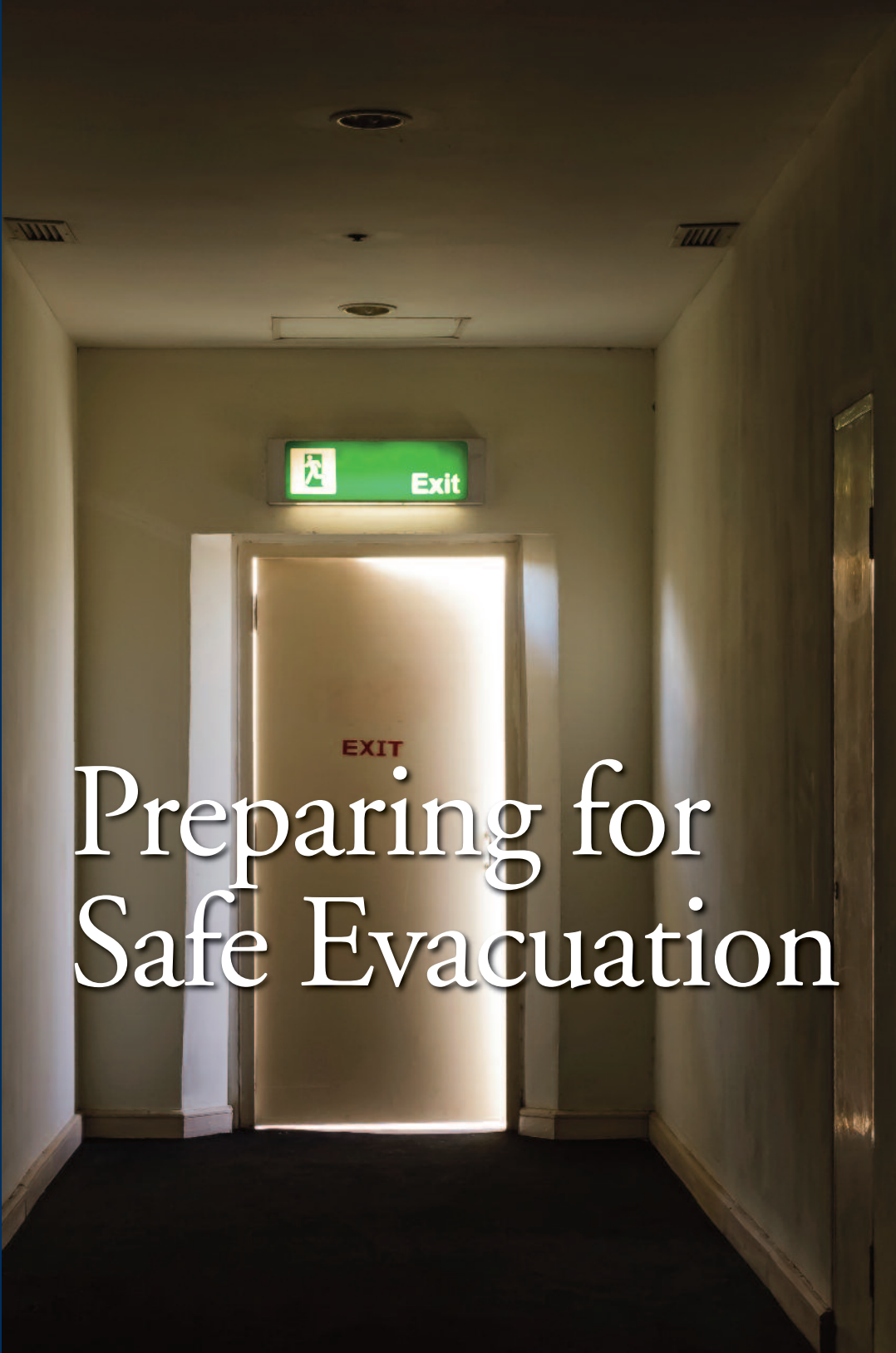
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Preparing for
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President's Message



Summer is here at last! It is the perfect time for our growing Ottawa condominium community to be enjoying the myriad of summer activities that our beautiful City has to offer!

On that note, mark your calendars! Our CCI Boat Cruise on the Ottawa River is back by popular demand, to be held on Thursday, September 4th at the Hull Marina. This will be the social event of the season for local members, giving us an opportunity to interact and network while enjoying great food, drinks and music together! [As many of you will recall, the dance floor is usually hopping too!]

Reflecting our commitment to increasing educational opportunities and resources for our members, we will be hosting a seminar in September on 'Why You Should Attend Your AGM!' just in time for the beginning of the annual general meeting season in the fall.

This will be followed by our own CCI Ottawa AGM in October, which is another great opportunity for members to meet and share their knowledge. If you are new to the condominium community, the AGM is also a great stepping stone to start getting involved. Stay tuned by checking our updated chapter website regularly at www.cci/ottawa/. More details on these events, and others, are coming soon!

When you're planning your summer projects, don't forget our Professional Services and Business Partners Directory, which is a handy guide to finding the service providers you need for your condominium.

I hope you are enjoying the summer, and look forward to meeting you on the boat cruise, or at one of our other upcoming events. Thank you for your continued support of CCI Ottawa.

Sincerely,

Nancy Houle
President-CCI-Ottawa

CONDO CONTACT

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Rod Escayola

Leaping Into Social Media

The Ottawa chapter is turning a new (digital) page. While we intend on continuing to deliver a paper copy of our newsletter, the time has come for us to also jump into cyber space.

First, we are in the midst of revamping our **webpage** (www.cci.ca/ottawa). We want to make it sharper looking, more user-friendly and more interactive. It's not quite ready yet but keep an eye out for it and come and visit us often.



Tim Kennedy

We are also inviting you to join our **LinkedIn page**. Look for a group called **Canadian Condominium Institute - Ottawa and Area Chapter**. It's easy (and free) to join as a member. Perhaps the most useful aspect of you joining this group is that it will provide you with the opportunity to connect with other condominium directors and with other professionals. Drop a line, ask a question, make a connection.

Finally, we have also launched a brand new **Twitter account** ([@CClinOttawa](https://twitter.com/CClinOttawa)). This too should offer you the possibility to connect with others and to receive timely flashes of information. We are also thinking of organizing scheduled chats where all of our members can spend a virtual hour together, exchanging on specific condominium topics. Other chapters have found this to be fun, useful and interactive.

Strength is in numbers and in the exchange of information. Feel free to join, click, read and share.

Ask a Pro

We also have good news for those who prefer the comfort of an "old fashion", glossy paper magazine. We are reviving the "Ask a Pro" section. This was a very popular forum, allowing you to ask for advice from experts. Whether you have questions for a property manager, a lawyer, an engineer, an electrician or another condo director, let your editor find the answer for you. Send your questions to cciottawa@cci.ca.

*Tim Kennedy is a partner with the law firm Vincent Dagenais Gibson LLP/s.r.l.
Rod Escayola is a partner with the law firm Gowlings in Ottawa.*

Contributing to CCI Condo Contact Editor's Contact Information

A benefit of CCI membership is the opportunity to share perspectives with one another by contributing and reading articles in CCI-Ottawa's quarterly newsletter *Condo Contact*. If you are a condominium director, owner or manager, and have a unique tale to tell or advice to relay to other condominium boards, let us know! If you are a professional or represent a trade company offering services or products to condominiums and have a relevant article, let us know!

The subject matter should be current, concise and helpful. Topics should relate to management and operation of condominiums and not be of a commercial nature.

ARTICLES MAY BE FORWARDED TO:

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Canadian Condominium Institute
Ottawa & Area Chapter
P.O. Box 32001
1386 Richmond Road, Ottawa, ON K2B 1A1
OR Email: cciottawa@cci.ca

Preparing for Safe Evacuation

The fire code outlines the various types of building occupancies required to have a fire department approved fire safety plan (FSP).

One may classify an FSP as a customized building manual outlining the occupant evacuation procedures. It also lists persons with special needs requiring assistance. Most importantly, it provides directions to the outside assembly area or pre-designated meeting area(s), which must be well away from the building. The meeting area must not hamper access by fire-fighters and must allow fire wardens, supervisory staff and building managers to easily account for all of their occupants. If there are any occupants with hearing or vision impairment, or those who are physically limited, wheelchair bound, etc., special procedures are required to be in place to alert them and assist with their evacuation from the building. When the fire alarm sounds or other building-wide emergency is announced, all occupants should immediately leave the building by proceeding in an orderly fashion to the nearest exit. If fire or smoke blocks this exit, occupants should be able to proceed to an alternate exit. The first priority is to ensure that occupants safely exit the building without becoming trapped or overcome by smoke. For this reason, the fire alarm system, public address system, or other means of alerting occupants must be in working condition at all times. Equally important is implementing the sections of the fire safety plan that pertain to the maintenance of the fire alarm system, its detection devices and the sprinkler systems. This is also a critical part of the plan, as it is implemented in

preparation for the activities and events that occur just before the fire emergency starts or during the first few minutes afterwards.

It is important to understand the fire and life safety equipment listed in the audit summary of the FSP. This includes the basic specifications and the sequence of operation of smoke control devices, fire dampers and any automatic or semi-automatic means of fire control. Fire codes do require that once a fire emergency is underway there must be a safe means of evacuation for all occupants. Building management must maintain clear paths of escape, a sufficient number of suitably protected exit ways, emergency lighting, and signage. If a rapidly-spreading fire occurs, all occupants must be able to leave the building without injury and without being trapped by the fire. Occupants must know the location of all emergency exits and alternate paths to safety. These routes are to be clearly marked, unobstructed and never locked. If an emergency exit must prevent access from the exterior for security reasons, it should be equipped with an alarmed "panic hardware" latch so that it can be opened from the inside without requiring that it be unlocked first. In these cases, signs must be posted that state "Emergency Exit Only - Alarm Will Sound". Fire doors which are magnet-



ically locked are to be released upon activation of the fire alarm system and/or fire pull station located by the exit door. If there are doors that could be mistaken for passage to the outside, signage is to be posted on the door stating "Not An Exit". Unfortunately there have been cases of evacuees entering stairwells that lead only to locked doors used for roof access.

All building fire safety plans must be updated at intervals no greater than 12 months. In the event major changes have been made to the premises, the fire safety plan must be re-submitted to the local fire department for re-acceptance and/or re-approval.

Published in the *Standard Strategies April 2013 Bulletin 170*. ■

CARBON MONOXIDE SAFETY

Keeping Safe from the “Silent Killer”

The following information is provided by the Technical Standards and Safety Authority (TSSA). For more information about carbon monoxide safety, visit their website at www.tssa.org, or contact your fire department.

What is Carbon Monoxide?

Carbon monoxide (CO) is a colourless, odourless, tasteless and toxic gas and is often referred to as the “silent killer”. When inhaled it inhibits the blood’s capacity to transport oxygen throughout the body. It can poison the body quickly in high concentrations, or slowly over long periods of time.

What are the symptoms of carbon monoxide poisoning?

Exposure to CO can cause flu-like symptoms such as headaches, nausea, dizziness, burning eyes, confusion, drowsiness or loss of consciousness. In severe cases, CO poisoning can cause brain damage and death. The elderly, children and people with heart or respiratory conditions may be particularly sensitive to CO.

How is carbon monoxide generated in the home?

Carbon monoxide is a by-product of incomplete combustion of fuels such as natural gas, propane, heating oil, kerosene, coal, charcoal, gasoline or wood. This incomplete combustion can occur in any device that depends on burning for energy or heat, such as furnaces, room heaters, fireplaces, hot water heaters, stoves or grills and any gas-powered vehicle or engine. Automobiles left running in attached garages, gas barbecues



operated inside the house, grills or kerosene heaters that are not properly vented, or chimneys or vents that are dirty or plugged may create unsafe levels of CO.

When properly installed, maintained and vented, any CO produced by these devices will not stay inside the home.

What are some danger signs?

- You or other members of your family have symptoms of CO exposure (see

above).

- You notice a sharp, penetrating odour or smell of gas when your furnace or other fuel-burning equipment turns on.
- The air is stale or stuffy.
- The pilot light of your furnace or other fuel-burning equipment goes out.
- Chalky white powder forms on the chimney/exhaust vent pipe or soot build-up occurs around the exhaust vent.

How can unsafe levels of carbon monoxide be detected?

Carbon monoxide alarms monitor airborne concentration levels (parts per million) of carbon monoxide and sound an audible alarm when harmful CO levels are present.

Be sure that your alarm has been certified to the Canadian Standards Association CAN/CGA 6.19 standard or the Underwriters Laboratories (UL) 2034 standard.

If you suspect carbon monoxide in your home...

If you or anyone in your home is experiencing the symptoms of CO poisoning, ensure that everyone leaves the home immediately, leaving the door open. Call your local fire department or 911 from a neighbour’s telephone. If your CO alarm sounds, do NOT assume it to be a false alarm. Open all doors and windows to ventilate the home. If you cannot find the problem and the alarm continues, contact the fire department. If there is a strong smell of natural gas in your home, evacuate immediately, leaving the door open, and contact your local gas utility.

If no symptoms are experienced, reset the alarm and check to see if it activates. If the alarm sounds a second time, call the local fire department for their assistance.

If the alarm does not sound a second time, check for common conditions that may have caused a CO build-up (see the accompanying illustration) or contact a qualified heating contractor to check your fuel-burning equipment.

Where should a CO alarm be located in the home?

Proper placement of a CO alarm is important. In general, the human body is most vulnerable to the effects of CO during sleeping hours, so an alarm should be located in or as near as possible to the sleeping area of the home.

If only one alarm is being installed, it should be located near the sleeping area, where it can wake you if you are asleep. Where sleeping areas are located in separate parts of the home, an alarm should be provided for each area.

Additional CO alarms should be placed on each level of a residence and in other rooms where combustion devices are located (such as in a room that contains a solid fuel-fired appliance, gas clothes dryer or natural gas furnace), or adjacent to potential sources of CO (such as in a teenager's room or granny suite located adjacent to an attached garage).

Unlike smoke, which rises to the ceiling, CO mixes with air. Recognizing this, a CO alarm should be located at knee-height (which is about the same as prone sleeping height). Due to the possibility of tampering or damage by pets, children, vacuum cleaners and the like, it may be located up to chest height. To work properly, a CO alarm should not be blocked by furniture, draperies or other obstructions to normal air flow.

If a combination smoke/carbon monoxide alarm is used, it should be located on the ceiling, to ensure that it will detect smoke effectively.

Always refer to the manufacturer's instructions for additional information regarding proper installation, use and maintenance.

To keep safe, please remember:

- You have a responsibility to know about the dangers of carbon monoxide. Your knowledge and actions may save lives.
- CO alarms are a good second line of defence, but do not eliminate the need for regular inspection, maintenance and safe use of fuel-burning equipment.
- Take the time to learn about the use of CO alarms in your home to ensure you are using this equipment properly and effectively. ■

By Carola Hicks

Many condominium corporation have employees who report directly to them. In other cases, condominium corporations, while they don't have employees reporting to them, they employ the service of contractors for many of the work to be done in the complex. In both cases, condominium corporations and their boards must be cognizant of their obligations with respect to work place safety and security.

Occupational health and safety is about the prevention of workplace injury or illness. Protecting workers from injury and illness is the right thing to do. It is also the law! A person who fails to comply with the OHS Act or Regulation is guilty of an offence and liable.

Because worker safety is such an important issue, these laws are created to ensure that all workers have a healthy and safe place to work.

In a total safety culture, employees not only feel responsible for their own safety, they feel responsible for their peers' safety, and the organizational culture supports them acting on that responsibility. At all times, *on-the-job* safety supports an *off-the-job* safety mindset and vice versa.

The objective of an effective safety culture is to go beyond compliance and drill deep



into the inter-working of the facility to discover hazards and associated risks. Safety should be intertwined with all aspects of management commitment, employee participation, hazard recognition and control, and communication at a minimum. All incidents are preventable.

- Achieving the safest possible conditions
- Providing training to employees
- Providing safe equipment and tools
- Establishing effective two-way communication
- Monitoring performance and setting an expectation for safety standards
- Conducting hazard assessments and audits
- Arranging for correction of deficiencies
- Employees are responsible for working safely by:
- Applying training provided by employers in the use of equipment, tools and processes

- Intervening and supporting each other when observing “unsafe” conditions or “at risk” behaviours and/or practices
- Identifying and reporting improvements that may be required

Informed employers are those who realize that health and safety is good business – and that health and safety pays as your competitive advantage!

Carola Hicks graduated from the University of Toronto and worked as a health-care provider for more than 40 years. Carola is CEO of Workplace Safety Group, a company providing Occupational Health & Safety solutions to help clients achieve due-diligence compliance.

Carola Hicks is CEO of Workplace Safety Group, experts in workplace health and safety. Workplace Safety Group has designed training programs specifically for the housing sector.

Email: carola@workplacesafetygroup.com ■

What Should the Corporation Expect from a Consultant During a Capital Project?

By Georgina Voultsos

When a condominium owner calls in a panic because their roof is leaking during a torrential downpour, the inclination is to get it fixed immediately. The corporation calls a roofer who comes out and dumps a bag of cement over any suspicious area in hopes of providing a temporary seal when the cement cures in the rainwater. So, what's the corporation's next plan of action?

The corporation and its property manager should have a list of qualified consulting engineers on hand to call for problem investigations, building condition assessments, construction project management and professional advice.

Now is the time to call a consultant to evaluate the asset of concern (in this case, the roof). The corporation should provide any related background information and offer access to the relevant portions of the building. The consultant will then provide a report outlining the conditions found, the causes of the problem, the potential solutions and the budget estimates. For large projects, it may be time to hold a special meeting and invite the consultant to attend so they can discuss their findings and answer questions. This presents the opportunity to ensure that all members of the Board of Directors have the information and understanding required to make an informed decision on how to proceed.

Once the repair and/or replacement decisions have been made, the consultant develops construction tender documents, including drawings and specifications that



fully address the project requirements. The consultant will invite qualified contractors to attend a tender meeting and bid on the project. Usually the consultant accepts the tenders on the corporation's behalf and provides a recommendation report as to which contractor should be selected, based on many factors, including, but not limited to, price, proposed schedule, and experience. The project is awarded through a signed contract, typically drafted by the consultant and signed by the condominium's board of directors and the contractor.

When the project begins, the consultant acts as the technical representative for the condominium corporation and typically carries out the following tasks:

- Arranges and chairs a start-up meeting and subsequent meetings should they be necessary,
- Co-ordinates the construction schedule,

- Supervises mock-up assemblies,
- Supervises the work to ensure conformance with contract documents and good workmanship,
- Prepares site visit reports,
- Issues Change Orders, Site Instructions, etc., as necessary,
- Reviews contractor's progress billings and issues payment certificates,
- Conducts final site reviews and derives a final deficiency list,
- Certifies completion and completes all contract closeout documentation.

The consultant effectively stickhandles the technical aspects of the project and the project manager acts as the information gateway to the corporation's Board of Directors to ensure timely and confident decisions.

Georgina Voultsos, BSSO, is Project Manager at Buchan, Lawton, Parent Ltd Consulting Engineers. ■

Condominium Corporations Must Be Fair to All Owners

By Rod Escayola, head of Gowlings' Condominium Law Group



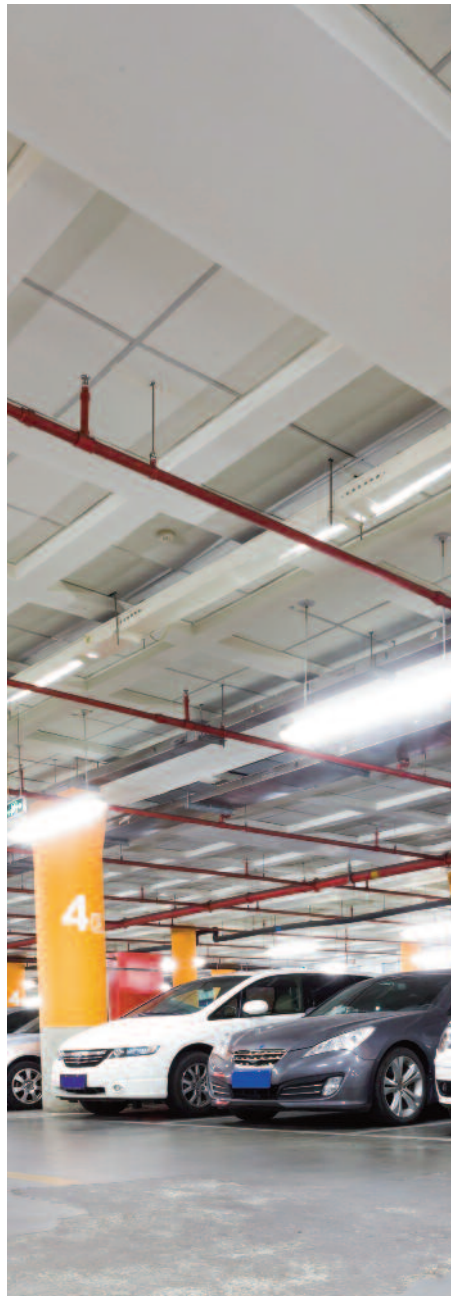
Rod Escayola

We often think that democracy is the ultimate decision-making process in a condominium corporation. After all, owners elect directors to manage the corporation for them. Democracy would therefore require that owners ac-

cept decisions of the majority. Well it isn't so simple.

The first challenge to the general tenet of democracy is that various decisions require different levels of support from owners. Quorum for an AGM is fixed at 25% (unless a bylaw provides differently). A majority of the owners present at an AGM (12% of all owners) can therefore decide on many issues. Fifteen percent of owners are sufficient to call a special owners meeting. Fifty percent are required to adopt a bylaw. Sixty-six and 2/3 percent are required to approve a substantial change to common elements. Finally, an amendment to the declaration requires the support of 80% (or 90% in certain cases).

In a recent Ottawa case, however, a condominium corporation was forced by the courts to change its declaration despite the fact that 80% of the owners were in favor of the existing declaration. The problem in that case is that the declaration was unfair and oppressive to an owner who sought the protection of the courts.



The factual Background

This is the case of condominium owners who purchased a unit, a storage locker and a parking space from the developer. At the time of purchase, however, there were no available indoor parking space and no adequate storage locker in the building where their unit was located. The developer sold them instead a parking space and locker in the sister condominium corporation (OCSCC 706), which was being built beside the first one. As is often the case, these two condominium corporations were concurrently developed, built and registered as two separate corporations. At the time of purchase, there were no restrictions preventing non-residents from owning and using a parking and locker at OCSCC 706.

Some five years later, following some security breaches and acts of vandalism near the garage, the OCSCC 706 and its owners decided to amend their declaration to specifically prevent the use and ownership of parking and lockers by non-residents. In essence, these amendments prevented these neighbouring owners from using or owning their own parking and locker since they did not reside in OCSCC 706. This amendment also had the effect of preventing them from being able to eventually sell their unit with parking and storage. Their only option was going to be to try to sell their parking and storage to OCSCC 706's residents or to the corporation and to sell their unit without parking and storage.

These owners (the "Applicants") were the only non-residents owners and therefore

the only ones affected by this amendment to the declaration. Despite their plea (including a personal address at an owners meeting of OCSCC 706), the amendment to the declaration was approved by at least 80% of the owners, as required by the *Condominium Act*, and the declaration was therefore amended.

The Applicants entered into discussions with the corporation to have the declaration amended a second time to allow for a specific exemption regarding their parking and locker. Eventually the Applicants and the corporation agreed on the wording of the amendment but the corporation was unable to obtain the support of 80% of the owners – despite a second plea from the Applicants at a further owners meeting. As such, the corporation was unable to further amend the declaration and the Applicants were left in the same predicament.

Despite the prohibition against non-residents owning and using parking and lockers, the corporation did not enforce it against the Applicants and even offered to grandfather their continued use of the parking and locker but only for as long as they owned their residential unit in the neighbouring complex. They would still be prevented from selling them together with their unit to non-residents.

The Applicants brought a court application

When the Applicants decided to sell their unit, they found themselves unable to sell it with parking and locker due to the amended declaration. They brought an application under section 135 of the *Condominium Act*, claiming that the amendment to the declaration was oppressive and that it was unfairly prejudicial to them. They sought an order directing the corporation to amend its declaration to exempt them and any subsequent owners of their unit from the prohibition against ownership and occupation of their parking and locker by non-residents.

When the matter first came before the court, the presiding Judge directed the

Applicants to attempt to sell their unit to ascertain the relative value of the unit. The Applicants put their unit on the market for nearly two years with two separate listings: one *with* their parking, and one *without* parking. There was virtually no interest in the unit marketed without parking. Conversely, there was significant interest in the unit with parking but all offers were conditional on the Applicants obtaining a further amendment to the declaration to allow non-residents to own and use the parking.

When the matter returned to court in 2014, the Applicants argued that their inability to sell their unit without parking and storage demonstrated that the declaration, as it stood, was oppressive or unfairly prejudicial to their interests as owners. They asked the Judge to amend the declaration under section 135 of the Act.

Section 135 of the Act grants judges the authority to make “any order” when faced with conduct which “is or threatens to be oppressive or unfairly prejudicial to the applicant or [when it] unfairly disregards the interests of the applicant”. Basically, in the presence of oppression, the *Condominium Act* grants a judge very wide remedial powers to rectify the situation. The question in this case was whether this section also granted the courts with the authority to amend the declaration.

The Decision

The Court did not agree with the Corporation and agreed with the owners that the declaration was unfair to them. It concluded that the Applicants’ unit was virtually unsellable without parking. The Applicants had purchased their unit in good faith with the expectation that they would be able to sell it with parking and locker and the evidence confirmed that they would not have purchased their unit otherwise.

The court concluded that this restriction on use and ownership had the effect of undermining the reasonable expectations of the Applicants and of unfairly disregarding their interests. As such, it was oppressive. The

court reiterated that a conduct is oppressive if it is “burdensome, harsh and wrong” or if it “visibly departs from the standard of fair dealing” or if it is an “abuse of power”. The purpose of this section is to protect the parties’ reasonable expectations and to protect them from unfair treatment.

The court ordered the corporation to amend its declaration as requested by the Applicants, based in part on the fact that the amendments requested by the Applicants would not detrimentally affect the interests of any other unit owner in OCSCC 706.

Lessons Learned

This case confirms that courts have, as part of their remedial powers under section 135 of the Act, the authority to amend a condominium’s declaration even when it contains no error or inconsistencies. Indeed, under section 109 of the Act, the court’s jurisdiction to amend a declaration is reserved to cases where it is necessary or desirable to correct an error or an inconsistency in the declaration.

This case also confirms that, before a corporation is able to amend its declaration, it not only requires the support of 80% of the owners (90% in certain cases) but it must also ensure that individual owners are not oppressed or unfairly affected by the proposed changes. This is not to say that a single owner can oppose an amendment without valid reasons. Oppression still has to meet the test of whether the Corporation’s actions unfairly disregard the interests of a minority of unit owner(s).

What really concerned Justice Warkentin in this case was that the Applicants’ property interests (for which they had paid a lot of money) were being fundamentally affected despite the fact that there was an easy solution to this problem that did not harm other owners.

¹ The Applicants were represented by Gowlings’ lawyer, D. Lynne Watt.



Ask the Pros

Authored by the Editors

Perhaps the biggest challenge for most condo directors is finding answers to the countless questions and challenges that are thrown our way. I know: I'm a condo director myself. Thankfully, we have our fellow directors to consult and bounce ideas of one another. But, let's face it, there is nothing like getting the advice from a professional. In fact, the *Condominium Act* provides directors with legislated protection if you relied on expert advice.

For this reason, we have decided to revive the "Ask a Pro" section. Here, you will be able to write your questions and get answers from the pros. Whether you have a question for a property manager, a lawyer, an accountant, an engineer or an electrician, let us find the answer for you. Feel free to also send your questions to our LinkedIn page (Canadian Condominium Institute - Ottawa and Area Chapter), to our Twitter account (@CClinOttawa) or to our email address: cciottawa@cci.ca

Q: If I make a change in my unit, whose insurance covers it?

A: Condominium insurance can be a tricky business! In general, a condominium corporation's insurance is required to cover both the common elements, and the standard unit. The standard unit definition, which is what essentially draws the line in the sand between what is covered by the corporation what is covered by unit owners, for each condominium corporation is unique to that condominium corporation. When an owner makes a change in a unit, beyond what is standard, this type of change is generally called a "betterment" or "improvement". Betterments or improvements are **not** covered by the condominium corporation's insurance policy. Each individual owner is responsible for obtaining independent insurance coverage for betterments or improvements.

Answered by Nancy Houle, of Nelligan O'Brien Payne

Q: Do board members need to be owners?

A: The quick answer to this is: no. Board members do not need to be owners unless your corporation has adopted a bylaw putting certain restriction on who can be a director. The reality is that the only legislated requirements to become a director is that you must be eighteen years of age, you cannot be an undischarged bankrupt and you must be "capable of managing property" within the meaning of the *Substitute Decisions Act*. As indicated, a condominium corporation can add additional requirements and qualifications by adopting a bylaw to this effect. Such a required qualification could likely be to require that a director also be an owner. Keep in mind also that the *Condominium Act* specifically provides that one board position can only be voted in by owners who reside in the condominium. The Director can still be a non-resident but only resident owners get to vote for that position.

Answered by Rod Escayola, of Gowlings



Message from the President

BY GEOFF PENNEY, BA, LLB, ACCI
CCI NATIONAL PRESIDENT

Hello to all of our CCI members. As I write this, it is the day before Canada Day and celebrations are in their final planning stages across this great Country. The Nation is celebrating its 147th birthday. I think we all need a good party after the brutal winter we endured.

We just recently returned from our National Spring meetings in beautiful Winnipeg, Manitoba, which was held from June 5th to 7th. By all accounts, the combination of working events and social events was very well received. For those members or chapter directors who have never attended one of these events you should definitely consider doing so.

The sessions kicked off with a panel presentation on CCI membership categories and which ones really drive some of our chapters. It was clear that the size, geographic location, market environment and composition of a chapter has a lot of influence on membership composition. Evidently chapters are quite different in terms of representation in the condominium corporation, individual, business partner and professional categories. Chapter boards must not only continue to service those members they have but also attract interest from those other categories of membership which are perhaps under-represented.

The next session was a lively panel discussion on the role of education at the chapter level and whether

this education should be offered free of charge. Panelists with alternate viewpoints provided convincing reasoning to support free education, cost neutral education and education as a major revenue generator. Again, the size and demographics of the Chapters have so much influence on which viewpoint is most relevant for an individual chapter. Certainly the Chapters have to determine which model is most appropriate in their region.

Our third session was a Solutions Session for Chapters. This was a new session, offered for the first time in Winnipeg. Chapters were asked in advance to provide issues or questions which they are facing in their own areas. In the session, these issues were then drawn randomly and read to our entire group. We all then had the opportunity to offer solutions, guidance and information. This session went very well and I think all Chapters will benefit from the variety of opinions and viewpoints offered.

CCI's executive introduced a discussion on revenue models. As part of its continued review and strategic planning plans, the executive believed the time was right to get the viewpoints of Council members as to whether the current system works well, whether it should be changed, and if so, how should it be changed. A number of factors were considered. Does the current model help or hinder smaller chapters where markets and membership numbers are smaller and contributions to National form a large

part of Chapter revenues? Does the current model actually make it more difficult for chapters to attract members or provide education? In the Ontario Chapters, where the majority of our members are located, there is a very real concern that the current model could lead to loss of memberships, and therefore revenue, if new mandatory education is offered by groups other than CCI. The opinions offered in the session were diverse and will certainly guide the Executive as it continues to review revenue models.

Federal anti-spam legislation came into force July 1 and CCI Chapters and CCI National falls within the rules and regulations in terms of their communications with members, potential members and the general public. It is admittedly a complex piece of legislation but Jamie Herle and Doug Shanks offered an excellent review and summary. Chapters must be aware of the legislation and adjust their communications accordingly to ensure that they do not go offside. Serious fines could result from non compliance. A general guidance paper has been prepared by Jamie and Doug and has been circulated to all Chapters. It is also posted on our National website.

We had reported several times in the past about the development of our new National database. In Winnipeg, Daena Rundle and Bill Thompson took us through the database and answered questions on its functionality and operation. We are very excited
continued...

Message from the President Cont'd.

by this development and know it will improve the operations of individual Chapters and National as a whole. We are getting very close to going live with the new database, so stay tuned for future announcements.

I'd like to conclude by saying a very big "thank you" on behalf of the entire CCI organization to the Manitoba Chapter for planning such an excellent conference. Chapter directors and organization volunteers worked extremely hard over an extended period of time to pull it all together. Thank you as well to all the generous sponsors who offered their assistance to make the conference such a success. Social events included a tour of Fort Gibraltar and a ride on a vintage steam train at Prairie Dog Central followed by dinner at the Hitch N Post. This was really a lot of fun with several interesting surprises.

Thank you CCI Manitoba Chapter for your wonderful hospitality.

Until next time, please have a safe and happy summer!



A Short Overview of Canada's Anti-Spam Legislation

BY JAMIE HERLE, B. COMM, LL.B., ACCI
WMCZ LAWYERS

On July 1, 2014, this country gave a birthday present to itself: Canada's Anti-Spam Legislation ("CASL"). While this might be a welcome gift for some, CASL will cause headaches for many organizations, even those which don't normally send bulk email.



A single communication can be a CEM. Just because you do not do email blasts or other high volume campaigns don't think you can ignore CASL. It is possible that a single "cold call" email to a potential customer, or potential member, can be a CEM and prohibited by CASL.

CASL is perhaps the most onerous legislation in the world used to regulate the use of commercial electronic messaging. There are too many features to include in this article, but I am including a few concepts which will help explain why your inbox has been inundated with requests for consents to join/remain on mailing lists and how this law will affect you.

Unlike many other countries' anti-spam laws (including the U.S.A.), CASL is a consent-based system which rests on an opt-in foundation. This means commercial electronic messages cannot be sent until the potential recipient gives permission prior to the messaging. The consent can be written or oral but it must be documented and if oral, recorded or verified by a third party. The onus rests on the person claiming consent to prove that they in fact have consent or can rely on implied consent or an exemption.

The law applies to "commercial electronic messages", or CEM's. This casts a very wide net. Any message by telecommunication, text, sound, voice or image message, if it is reasonable to conclude that one of its purposes is to encourage participating in a commercial activity, is caught. Almost anything sent by a business will fit into this definition.

It is important to realize that this is not "messages".

Unless you avoid email altogether you have already seen the impact of these rules. Many in Canada who want to send you electronic messages after July 1, and comply with CASL, have sent you an email or other message asking for your consent. The mechanics vary but if you did not reply with a positive consent they cannot continue to send you messages. That is, unless they fit into an exemption.

In order to allow communications to continue via e-mail CASL contains exemptions. Below is a list of a few of the exemptions:

- CEM's can be sent to family or friends
- Interactive communications
- It is OK to inquire about the recipient's commercial activity (say, asking if their product will suit your purpose)
- Likewise, there is no problem with employees of an organization communicating with employees in another organization about their respective commercial activities or where there is an existing business relationship
- Legal notices are usually alright
- Registered charities and political fundraising activities are allowed

continued...

Anti-Spam Law Cont'd.

There are also some exemptions such as warranty and safety notices, responses to requests or complaints, and updates or upgrades to a pre-existing transaction that don't require consent but the message must comply with CASL's form and content rules.

A further provision that allows individuals and businesses to continue communicating via email is the implied consent provisions which allow senders to continue to contact an individual for 2 years following the purchase of goods, provision of services or termination of a written contract and 6 months from the date of an inquiry or application regarding commercial activities, unless the recipient unsubscribes before these time periods elapse. Implied consent timelines are rolling and if you are going to rely on them proper documents must be kept to ensure that emails are only sent within the time periods.

Even with consent, express or implied, and certain exemptions, CASL contains form and content rules that change what can be shown on email subject lines and what must be in email footers. Messages cannot contain deceptive or misleading subject lines. Further, CEM's must clearly and simply identify the sender, the person or business the email is sent on behalf of, the mailing address and telephone number or email or web address of the sender AND a working unsubscribe option.

The penalties are steep, signalling people to take note of this legislation. There are administrative penalties of up to \$10 million for businesses and \$1 million for individuals. It is also important to note that the legislation breaks down the proverbial corporate curtain; directors, officers and agents who have directed, assented to, acquiesced in or participated in the violations could be held personally liable.

What about non-Canadian senders? CASL looks at the where the receiver is and not the originator. Therefore, if a non-Canadian is sending you an email it must comply with CASL. The government claims the legislation lets them cooperate with for-

eign governments to share information and enforce similar laws. Only time will tell, but I have my doubts that emails from the South African heir are going to cease after July 1.

To be fair CASL contains some transitional periods. A few of importance are: where there is an existing business or non-business relationship AND the relationship includes communication of CEM's there is implied consent for a 3 year period to July 1, 2017, unless consent is withdrawn earlier; and after July 1, 2017 people can bring private civil suits for

damages and penalties. Class action law suits could be a big threat.

CASL may be a big deal or it may end up on the heap of laws which sound great but are subject to little enforcement. Until we know, the risk of being a test case is something to avoid. Individuals and businesses that send CEM's have a very large onus and should take steps to ensure they are compliant with CASL. This article does not cover all of the ins and outs of the legislation. Be sure to talk with your advisors to ensure you are on side. 🍁



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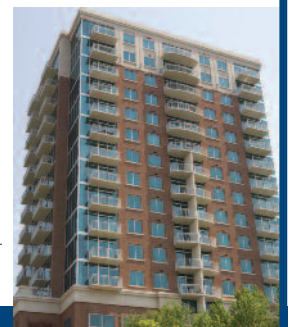


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Condo Cases Across Canada

BY JAMES DAVIDSON, LL.B., ACCI, FCCI
NELLIGAN O'BRIEN PAYNE, OTTAWA



It is my pleasure to provide these brief summaries of recent condominium Court decisions across Canada. I don't provide summaries of every decision rendered. I select a handful of decisions that I hope readers will find interesting. I hope readers enjoy this regular column of the CCI Review.

Note to readers: In B.C., condominium corporations are "strata corporations" and in Quebec, condominium corporations are "syndicates".

Note: This publication contains only a handful of this quarter's summaries. CCI members who would like to see the rest of this quarter's summaries can find them at the Condo Cases Across Canada website: www.condocases.ca The current password is "condocases".

James Davidson LLB, ACCI, FCCI, Nelligan O'Brien Payne, Ottawa

THE HOT TOPIC – Liability of Condominium Corporations

A recent Ontario case shows that condominium corporations may be risking liability if the corporation does not enforce the governing documents. The case was about a dog bite. Here's my summary of the case:

Elbaum v. York Condominium Corporation No. 67 (Ontario Superior Court) February 26, 2014

Condominium corporation might be liable for harm caused by dog off leash

The plaintiff owned a unit in the condominium. While walking on the common elements, she was allegedly attacked and injured by a dog that was off-leash. The plaintiff sued the owner of the dog, under the *Dog Owners' Liability Act*. She also sued the condominium corporation. The condominium corporation brought a motion for dismissal of the claim against the condominium corporation, on the ground that the corporation could not possibly have any liability in the matter. The Court refused to dismiss the claim against the condominium corporation. The Court said that the condominium corporation might be liable in negligence.

The Court said:

Ms. Elbaum alleges that the Condominium Corporation was negligent because: (a) it failed to take reasonable or any steps to ensure that persons are reasonably safe while on the common elements; (b) it failed to take

reasonable or any steps to ensure that dogs are kept on a leash; (c) it failed to take reasonable or any steps to ensure that unit owners control their pets at all times while on the common elements; (d) it failed to create and or adequately enforce rules that would require that dogs are always kept on a leash; (e) it failed to create and or adequately enforce rules that would require unit owners to control their pets at all times when on the common elements; and (f) it failed to monitor, supervise, and maintain the premises in such a manner to keep aware of dogs on the common elements that may pose a danger to persons on the common elements.

...
... as I interpret the civil liability provisions of the Dog Owners' Liability Act, if the court determines that the defendant is not the owner or harbourer of the dog, then there is no strict liability, but there is also no preclusion of a common law negligence claim or a claim under the Occupiers' Liability Act.

...
Put shortly, in the case at bar, it is not plain and obvious that the Condominium Corporation could not be found liable for a common law negligence claim or a claim under the Occupier's Liability Act.

Yukon Territory Cases – **Whitehorse Condominium Corp. No. 95 v. 37724 Yukon Inc. (Yukon Supreme Court) February 10, 2014**

Developer obligated to pay common expenses on unsold units

For several years, while in effective control of the condominium corporation, the developer had not paid common expenses on the unsold units (owned by the developer). The condominium corporation subsequently liened each of the developer's units and sought judgment determining the amounts owed by the developer under the liens. The Court ruled that:

- The developer was obligated to pay common expenses in relation to the unsold units. There had been no agreement to the contrary, and the condominium corporation was not estopped from claiming the arrears.
- The amount owed by the developer should be based upon the unsold units' proportionate share of the actual expenses of the condominium corporation (during the period of non-payment), rather than based upon budgets for the same period.
- The condominium corporation was also legally entitled to recover penalties and interest, but the Court relieved the developer from having to pay the penalties.

The Court also said:

- *It is fair to the unit owners who perhaps paid more than they should have if the amount owing by the Condo Developer could be used to rebate past con-*

continued...

Condo Cases Across Canada Cont'd.

dominium fees of unit owners, create a reserve, or both. In this way, the Condo Developer is accountable to the unit owners without creating a wind-fall that would be unfair or excessive compared to the actual expenses incurred.

- *The applicable limitation period was 10 years (under s. 11(1) of the Limitation of Actions Act) rather than 6 years (under s. 2(1)(f) of the Limitation of Actions Act). The Court said that the claim for common expenses was “in effect a debt charged on land and specifically excluded from the six-year limitation in s. 2(1)(f) but covered in s. 11(1) setting out the recovery of money charged on land”.*

Whitehorse Condominium Corp. No. 95 v. 37724 Yukon Inc. (Yukon Supreme Court) April 11, 2014

Court approves revised development plan

In previous decisions, the Court had enjoined the developer from proceeding with the developer's planned development for completion of the condominium. [See Condo Cases Across Canada, Part 41, February 2013 and Condo Cases Across Canada, Part 45, February 2014.] The Court had directed the developer to come up with a revised development plan that included proposed four-plexes on “Bare Land Unit A”. The developer now presented two options (A and B). The Court approved option B subject to listed conditions. The Court's decision included the following:

Option A consists of seven four-plexes with two blocks of three attached four-plexes and one detached four-plex in between. Option A provides for 28 units.

Option B consists of three attached four-plexes, three detached four-plexes and one single family unit for a total of 25 units.

The condominium corporation opposed both options A and B, primarily due to concerns about parking, landscaping and drainage. However, the court addressed those concerns in the imposed conditions.

B.C. Cases – 299 Burrard Management Ltd. v. Strata Plan BCS 3699 (B.C. Supreme Court) March 11, 2014

Strata corporation obligated to indemnify developer for payments made to concierge service contractor

The developer had entered into a contract for computer based concierge services (the “Concierge Service Contract”). The developer's intention to enter into the contract, and to then assign the contract to the proposed strata corporation, had been disclosed in the disclosure statement. After establishment of the strata

corporation, and before sale of any of the strata lots, the developer assigned the Concierge Service Contract to the strata corporation. The assignment was executed by the developer on behalf of the strata corporation.

The strata corporation refused to make payments under the Concierge Service Contract. One of the strata corporation's reasons for refusing to pay was that the developer had failed to comply with Section 20 of the *Strata Property Act*, in that the developer had failed to place before the strata corporation's first annual general meeting copies of all contracts entered into on behalf of the strata corporation – including the Concierge Service Contract and the related assumption agreement.

The concierge service contractor sued the developer for fees owing under the Concierge Service Contract. The developer settled that claim and sought to recover, from the strata corporation, the amounts paid by the developer to the concierge service contractor.

The developer's claim against the strata corporation was successful. The Court's decision included the following:

It is true that the Strata Property Act required the Owner Developer to place before the first Annual General Meeting of the Strata Corporation all contracts entered into or on behalf of the latter. . .

However, there is nothing in the Act which stipulates that non-compliance with Section 20 of the Act renders such contracts unenforceable as a matter of law. To the contrary, the Act expressly authorizes the Owner Developer to enter into such contracts on behalf of the Strata Corporation. Here, the contract was properly executed and was formally ratified by a resolution of the Strata Corporation. Under basic principles of contract law, the contract is clearly enforceable in accordance with its terms.

Wolodko v. Zhang (B.C. Supreme Court) March 25, 2014

Piano playing did not constitute a nuisance

The parties were owners of adjoining strata lots on the eighth floor of the strata property. The plaintiffs claimed that piano playing, by the defendant's son, was a nuisance. The plaintiffs had originally also joined the strata corporation in the court proceeding, and had claimed that the piano playing contravened the noise by-laws of the strata corporation. But the claim against the strata corporation was subsequently dismissed, on consent.

The Court held that the piano playing, in this case, was not a nuisance. The Court said:

The test for determining whether there is a nuisance is an objective one: It is whether a reasonable person in this specific locality would find the impugned activity to be a nuisance.

...

continued...

Condo Cases Across Canada Cont'd.

In my view the evidence is not sufficient to find that a reasonable person would conclude that the described incidents of piano playing constitute a nuisance.

In the circumstances here where:

- (a) *There are only the complaints of Mr. and Mrs. Wolodko in respect to the piano noise;*
- (b) *There is an absence of complaints regarding the Zhang unit from others in the complex, which can be contrasted with another piano-noise complaint problem in the complex arising from unit #904 in 2009, where there were several complaints of noise throughout the complex and from people residing on different floors (7th to 10th) and which complaints led to fines being imposed;*
- (c) *There are no recordings of the complained of piano playing;*
- (d) *There is the absence of any objective measures or readings of the piano noise; and*
- (e) *The plaintiffs refused to permit members of the Council to come to their unit to listen for themselves to determine if there had been a contravention of the noise by-laws.*

the case of nuisance, objectively, cannot be said to have been made out.

Christensen v. The Owners, Strata Plan KAS468 (B.C. Supreme Court) August 2, 2013

Owner's claim to recoup part of special levies dismissed

The strata corporation had charged special levies not in accordance with unit entitlements. The method by which the special levies were allocated had been approved by special resolution of the owners. One of the owners claimed that the special levies were improper. She claimed to have overpaid by \$15,319.67, not including interest and penalties.

The strata corporation agreed to repay the interest, penalties and legal fees amounting to \$2,676.88. The Court otherwise declined to adjust the special levies, and dismissed the petition.

The Court agreed that the special levies had not been charged in accordance with the Strata Property Act. The Court said:

... unit entitlement is the only way to allocate costs unless there is a unanimous resolution to change that allocation. Here, there was no unanimous resolution to change the statutory allocation.

Even so, the court dismissed the petition for the following reasons:

- (a) The special levies in question had already been paid in full by the previous owner of the unit, and had been disbursed by the strata corporation, without objection.
- (b) There was no existing or current contravention and it would not be proper, on the facts of this case, to remedy a past contravention.
- (c) The Plaintiff should be estopped from pursuing a claim at this time, after failing to object for many years.
- (d) There was no significant unfairness.

Alberta Case — Progressive Property Management Ltd. v. Condominium Plan No. 842 1517 (Alberta Provincial Court) April 4, 2014

Condominium manager entitled to compensation for breach of contract

The condominium corporation terminated the Plaintiff's management contract with two months' notice, effective July 31, 2011. The manager claimed that the termination was not in accordance with the terms of the management contract. The management contract allowed for termination of the contract on 60 days' notice, only at the end of any annual term of the contract (namely, May 31). The manager therefore claimed for ten months of lost management fees, for the period from August 1, 2011 through May 31, 2012.

The condominium corporation asserted that:

- a) The corporation had the right to terminate the contract for cause (and therefore without notice) due to the manager's poor performance;
- b) The corporation had the right to terminate the contract at any time on 60 days' notice under s. 17 of the *Condominium Property Act*.

The Court ruled in favour of the manager. The Court said:

- a) There had been no cause for termination;
- b) Section 17 of the Act did not apply because the management contract was not a "developer's management agreement". At the time the management contract had been signed, all of the units had been sold by the original developer to an arm's length purchaser for valuable consideration. That purchaser therefore did not meet the definition of "developer".
- c) The manager, however, was not entitled to recover the full amount of the lost management fees for the ten-month period. The Court said:

Here, the Plaintiff would have received the amount of \$18,637.50 for the balance of this contractual term. However, the Plaintiff would have incurred expenses in performing the Management Agreement and there was very little, if any, evidence presented on this topic, nor was there any significant cross-examination on the point. Furthermore, while the Defendant pled a failure to
continued...

Condo Cases Across Canada Cont'd.

mitigate its damages on the part of Progressive, there was no evidence, cross examination or argument on the point presented by the Corporation.

I am satisfied that the proper measure of damages suffered by Progressive in this matter is equal to the total contract price, less the direct costs associated with performing this contract.

The Court estimated the manager's costs at 25% of the total management fee, and awarded judgment in the amount of the lost net profit over the ten-month period (being \$13,978.12).

Manitoba Case — Kirby v. Winnipeg Condominium Corp. No. 71 (Manitoba Court of Queen's Bench) March 26, 2014

Court action stayed pending determination of jurisdiction of the Director under The Residential Tenancies Act

The condominium corporation had liened the owner's unit for alleged losses suffered due to a frozen pipe. The owner of the unit started this action, seeking a declaration that the lien was invalid. In the alternative, the owner sought damages against the owner's tenant on the grounds that the tenant had caused the damage by leaving the window open.

The tenant asked the Court to stay the court proceedings because — this being a landlord and tenant dispute — the matter fell within the exclusive jurisdiction of the Director under The Residential Tenancies Act. The Court agreed to stay the court proceedings. The court said:

In view of the very broad legislative jurisdiction granted to the director under The Residential Tenancies Act and the very clear direction by the court of appeal in J & R Property Management in respect of the courts deferring to the jurisdiction granted by that statute where there is a landlord and tenant relationship, and even where a third party is involved, I am of the view that the director should be asked to consider whether that official has jurisdiction over this dispute under the authority of The Residential Tenancies Act.

...

In the result, I would stay the proceedings in this court and direct that the parties refer this matter to the director under The Residential Tenancies Act for an investigation and, if possible, a determination or a resolution under the provisions of The Residential Tenancies Act.

Other Ontario Cases — Middlesex Condominium Corp. No. 643 v. Prosperity Homes Ltd. (Ontario Superior Court) February 28, 2014

Developer entitled to hold a meeting to replace the Board

This is a phased townhouse condominium. The last phase was declared in March 2011. The developer still owned 19 (57%) of the condominium's 33 units. The condominium corporation had started a court action against the developer and others, seeking \$750,000 in damages for an alleged defective weeping tile system.

At the condominium's 2013 annual general meeting, a motion to approve borrowing of \$500,000 (to repair the alleged deficiencies) was defeated because the developer voted against the motion. In January 2014, the developer requisitioned a meeting for the purpose of electing a new Board, under Section 152(6) of the *Condominium Act, 1998*. The developer's intention was to take control of the Board and repair the deficiencies in a manner chosen by the developer. The condominium corporation asserted that this demand (for a meeting) was subject to a 2-year limitation period, which had expired. The condominium corporation also asserted that such an election would be oppressive, given the conflict between the developer and the condominium corporation.

The Court ruled in favour of the developer, and ordered that the requested meeting go ahead. The Court said that the normal two-year limitation period did not apply to the developer's demand (and right) to have a meeting. The Court's decision included the following:

It is not lost on me as to the impetus and driving forces behind Prosperity's request for a s. 152(6) meeting. Effectively, Prosperity wants to oust the current members of the board of directors in favour of replacing them with their own representatives who would likely be favourable to its position with respect to the remediation work required and the ongoing litigation.

...

Indeed, current members of the Board may be replaced, litigation may be stayed, and remediation efforts may proceed against the wishes of the minority. Nevertheless, while I am not adjudicating on the merits of the main action, I am not satisfied on the material filed that such control will result in further conduct that is oppressive, unfairly prejudicial, and disregards the other unit owners.

[Editorial Note: I was surprised by this decision. The developer was clearly in a conflict of interest and expressed its intention to promote its interests when in control of the condominium corporation. In my view, condominium developers are in a unique fiduciary role vis-a-vis the purchasers, and should not be permitted to vote in a way that might promote the interests of the developer over the interests of those purchasers.]

continued...

Condo Cases Across Canada Cont'd.

Stewart v. Toronto Standard Condominium Corp. No. 1591 (Ontario Superior Court) February 3, 2014

On appeal, costs in Small Claims Court matter reduced. Appeal on question of Plaintiff's request for records dismissed

The Plaintiff had sued for production of records, pursuant to Section 55 of the *Condominium Act, 1998*. The Small Claims Court had dismissed the Plaintiff's claim. [See Condo Cases Across Canada, Part 43, September 2013.]

The Small Claims Court had also awarded costs of \$2,000 in favour of the condominium corporation.

The Owner appealed. The appeal was dismissed "on the central issue regarding what constitutes a record under s. 55 of the *Condominium Act, 1998*". However, the Appeal Court reduced the cost award to \$150. The Court said:

In my view, the deputy judge erred in penalizing the applicant in costs for conduct that related to his dealings with his condominium corporation and not with respect to how he conducted himself within the proceeding that was before her.

1716243 Ontario Inc. v. Muskoka Standard Condominium Corp. No. 54 (Ontario Superior Court) March 24, 2014

Condominium lien reduced due to error in status certificate

The condominium corporation had registered a lien against the owner's unit, for common expense arrears. The owner asserted that:

- The common expenses stated in the status certificate issued to the owner were lower, and the condominium corporation was forever bound by the number in the status certificate plus any assessed increases; and
- The lien was also limited to any arrears beginning three months prior to the registration of the lien and was accordingly out of time.

The Court said that the status certificate only applied until the end of the fiscal year in which the certificate had been issued. Therefore, the condominium corporation was entitled to recover full common expenses from the beginning of the next fiscal year. As such, the owner was entitled to pay the reduced amount, noted in the status certificate, only until the end of the fiscal year in which the certificate had been issued.

The Court said:

Paragraph 9 of the certificate clearly sets out that the budget on which the common expense payment is set (a copy of which was attached to the certificate

and enclosures) was accurate, but that a new budget may result in increases which were undetermined as of the date of the certificate. Therefore, I find that the (condominium corporation) is bound by the status certificate and its inaccuracy, but only insofar as the period of time to which the certificate attaches, which in this case is the end of its fiscal year on March 31, 2012.

The Court also said that the lien was valid.

The Court said:

I rely on the Christiansen and Stryk cases for the proposition that the condominium corporation should be entitled to apply credits in the manner that they see fit by allowing the default to roll forward every 30 days. I do not find, therefore, that (the condominium corporation) is statute barred from the registration of its lien.

Given the error in the status certificate, the Court reduced the interest and costs to which the corporation would otherwise be entitled in relation to the arrears.

[Editorial Comment – In reading this decision, I noted that there was no discussion of the amount of common expenses stated in the owner's agreement of purchase and sale for the purchase of the unit. It seems to me that the normal binding effect of the status certificate might not apply if the purchaser was otherwise aware of the correct common expenses for the unit (and therefore did not detrimentally rely upon the inaccurate information in the status certificate).]

Caster v. Halton Condominium Corporation No. 377 (Ontario Human Rights Tribunal) March 18, 2013

Bed bug infestation is not a disability

The claimant, a condominium resident, suffered from a bed bug infestation. He claimed that this infestation was a "disability" and that he had been "unfairly treated, stigmatized and caused to incur considerable expense" by the condominium corporation, as a result of this disability. The tribunal dismissed the claim. The tribunal said that a bed bug infestation is not a "disability". 🍁

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2014 CCI-N Board of Directors



Fort Gibraltar, Winnipeg, MB



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It's a hold-up!



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CHAPTER CHATTER



North Alberta Chapter – Greetings from CCI North Alberta, I hope you are starting to enjoy the arrival of summer!

The long anticipated Condominium Property Amendments Act (Bill 13) was tabled for discussion in May. The Bill is expected to be debated and passed in the fall sitting of the Alberta legislature in 2014. CCI North Alberta will be holding a series of townhalls in Edmonton and North Alberta in the summer to better explain the new amendments and how they affect condominiums in Alberta.

CCI North Alberta held its 5th Annual Conference and Trade Show. This year a record number of delegates attended the event, which covered 16 topics. The event was a major success thanks in part to our sponsors. A special thank you goes out to our volunteer conference organizer Sharon Bigelow, the many wonderful speakers and presenters, the trade show participants, and Wade Engineering for their title sponsorship of our event.

CCI North Alberta will be hosting its Annual Golf Tournament on August 26, 2014 at the Eagle Rock

Golf and Country Club. Organized by CCI Director Rick Murti, this event keeps getting bigger and better every year. I look forward to seeing many of you at this wonderful social and networking event.

The CCI Board of Directors welcomes Roseanne Evans to our organization as a new member of our Board of Directors. We welcome her expertise in property management and accreditation/licensing into our organization.

Many thanks to our colleagues at CCI Manitoba for hosting the National Spring Conference in Winnipeg. North Alberta sent six delegates to represent our chapter. Many topics were discussed, and we learned a great deal on how to improve services to our membership.

This year CCI North Alberta will be focusing on expanding services that will add value to your membership. We will be engaging new pilot projects, and expanding out to new communities both in Edmonton, and throughout North Alberta. Many thanks to Helena Smith for spearheading the “Ignorance is not Bliss” session held in April and May of this year. We will be continuing these free introductory sessions that detail how CCI can benefit condominium corporations, businesses, and individuals and provide knowledge on condominium living to the public.

Anand Sharma
President, CCI North Alberta Chapter



South Saskatchewan Chapter – Good Day from South Saskatchewan, as I write this we are looking forward to a short summer break but keeping a watchful eye out on our next Seminars, and AGM.

Bare Land Condominiums is a topic that is on the top of many minds. But first and foremost on the minds of every Condominium Corporation is the New Amendments to the Condominium Act that took place effective June 16. Insurance, Condo Conversions, Dispute Resolution and Consumer Protection. We look forward to hosting seminars on both very interesting topics.

We are in a major membership drive, working not only on Condominium Corporations but a concentrated effort on Professionals and Business Partners. We expect to reap the results of our work by years end.

With our networking and the knowledge throughout Canada, results will be in our favour.

Gerry A. Cairns
President, CCI South Saskatchewan Chapter 🍁



UPCOMING EVENTS

North Alberta Chapter:

August 26 – Annual Golf Tournament, Eagle Rock Golf Course

South Saskatchewan Chapter:

September 2 – New Condo Regulations Seminar: What it Means to You

November 15 – CCI-South Saskatchewan AGM

Coming Soon – Bare Land Condominiums Seminar: What I Need to Know

Huronia Chapter:

September 13 – North Bay Condo Forum

October 6 – President's Club Presents: The Condo Corporation vs. Winter Weather

London Chapter:

August 8 – Annual Golf Tournament, Pine Knot Golf & Country Club

Golden Horseshoe:

November 1 – Level 300 Engineering

Toronto & Area Chapter:

September 13 – 101 Condo Course, Hotel Novotel Toronto North York

September 23 – 101 Condo Course, Best Western Otonabee Inn Hotel, Peterborough ON

September 30 – 102 Condo Course, Hotel Novotel Toronto North York

October 8 – 102 Condo Course, Hotel Novotel Toronto Mississauga Centre

November 7-8 – 18th Annual ACO/CCI-T Condominium Conference, Toronto Congress Centre

November 11, 18, 25, December 2 – 200 Condo Course, Hotel Novotel North York

Ottawa Chapter:

September 4 – Boat Cruise, Hull Marian

September – Why You Should Attend Your AGM Seminar, details to follow

October – CCI Ottawa AGM plus Speaker, details to follow

November 29-30 – Fall 2014 Condominium Directors' Course, Hellenic Meeting and Reception Centre

Nova Scotia Chapter:

October – CM 100 – Fundamental Management Principles, details to follow

Vancouver Chapter:

September 20th – Budgeting and Maintenance; The Shadow Cabinet (1/2 day Seminars)

October 14 – Insurance (Evening Seminar)

November 29th – Strata Property Act – 15 years later; Filing Tax Returns (1/2 day Seminars)

February 7, 2015 – Contracts for Major Project; Selecting a Contractor/Consultant (1/2 day Seminars)

March 10, 2015 – Volunteers in Your Strata (Evening Seminar)

April 14 – Legal Update (Evening Seminar)

May 9, 2015 – Annual General Meetings - Revisited; Bylaw Enforcement - Revisited (1/2 day Seminars)

This is just a snapshot of all the great events being held across the country...to register for any of these or see more fabulous educational offerings, please contact your local chapter.

For more information on more upcoming events in your area, please visit the chapter website.

Chapter Websites:

Vancouver Chapter
<http://www.ccivancouver.ca/>

South Alberta Chapter
<http://ccisouthalberta.com/>

North Alberta Chapter
<http://www.ccinorthalberta.com>

South Saskatchewan Chapter
<http://www.cci.ca/ssc/>

North Saskatchewan Chapter
<http://www.cci.ca/NorthSaskatchewan/>

Manitoba Chapter
<http://www.cci.ca/Manitoba/>

Northwestern Ontario Chapter
<http://www.cci.ca/NWOntario/>

Windsor-Essex County Chapter
<http://www.cci.ca/Windsor/>

London & Area Chapter
<http://www.cci-sw.on.ca/>

Golden Horseshoe Chapter
<http://www.ghccci.org/>

Toronto & Area Chapter
<http://www.ccitoronto.org/>

Huronia Chapter
<http://www.ccihuron.com/>

Ottawa & Area Chapter
<http://www.cci.ca/ottawa/>

New Brunswick Chapter
<http://www.cci.ca/NewBrunswick/>

Nova Scotia Chapter
<http://www.ccinovascotia.ca/>

Newfoundland & Labrador Chapter
<http://www.cci.ca/Newfoundland/>



CCI Ottawa would like to present our upcoming educational seminars/events for the upcoming year.
Please visit our website for details and registration information. www.cci.ca/ottawa



SEPTEMBER

Boat Cruise

September 4

SEPTEMBER

SEMINAR: Living Well in A Condominium – What Every Condo Owner Needs to Know

September 18

6:30 p.m.

Hellenic Centre

OCTOBER

AGM: CCI-Ottawa Plus Speaker

October 22

6:30 p.m.

Hellenic Centre

NOVEMBER

Director's Course (2 days)

SEMINAR: Let's Get Along Better (Mediation and Arbitration)

November 29-30

9:00 a.m. – 4:00 p.m.

Hellenic Centre

boat cruise social event

An Evening on the Ottawa River

This year marks the return of CCI-Ottawa's popular Boat Cruise!

Join the members of CCI-Ottawa and their guests for a beautiful boat cruise along the Ottawa River. Whether you're planning on catching up with old friends and colleagues, or just looking to dance the night away this event is sure to be unforgettable.

Date: Thursday, September 4th, 2014

Time: Boarding: 6:00 p.m. Sailing: 6:30 p.m. Returning: 9:30 p.m.

Where: Hull Marina



Located on the Quebec side of the River in Jacques Cartier Park adjacent to the Canadian Museum of History and Interprovincial Bridge. Parking is available (at a cost).


Cost: \$30.00 + HST (per person)

Cruise includes: Food Stations, Buffet Dinner & DJ

Limited to 120 Fun Seekers • Casual Attire • Cash Bar

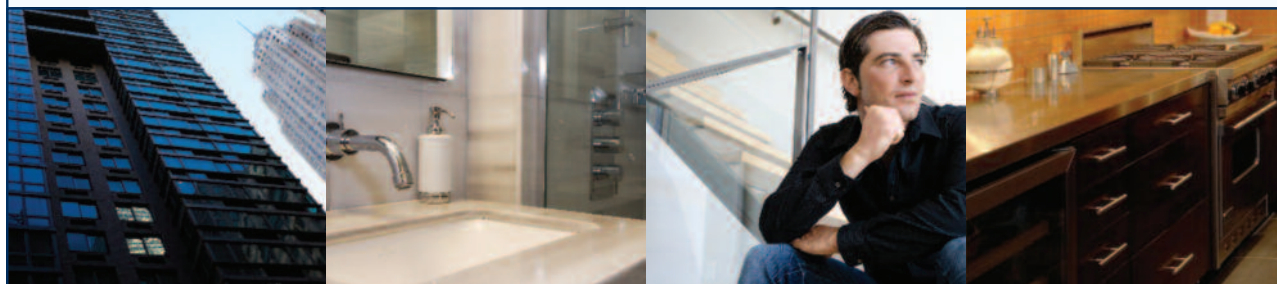


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Company: _____		
Address: _____		
City: _____	Province: _____	Postal Code: _____
Phone: _____	Email: _____	
Names: _____		Total number of tickets: _____
1. _____	2. _____	3. _____
4. _____	5. _____	6. _____
Method of Payment: <input type="radio"/> Cheque Enclosed \$ _____ or Charge to: <input type="radio"/>  		
Card No. _____	CV Code: _____	Exp. Date: ____/____/____
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P.O. Box 32001, 1386 Richmond Road, Ottawa, ON K2B 1A1
Phone: 1-866-491-6216 or Fax: 1-866-502-1670

Deadline: August 27, 2014 • Limited Space, Reserve Early !!!

The CCI Ottawa Chapter Living Well in A Condominium – What Every Condo Owner Needs to Know



Thursday, September 18th, 2014 • 6:30 p.m

Hellenic Meeting and Reception Centre, 1315 Prince of Wales Drive, Ottawa, Ontario (Adonis Room)

FEATURE PRESENTATION LIVING WELL IN A CONDOMINIUM WHAT EVERY CONDO OWNER NEEDS TO KNOW

This is a "must attend" session for every condo owner or prospective condominium purchaser! After attending this session attendees will have a better idea of the rules of the condo and more importantly why those rules are in place. You will gain an understanding not only of the roles of the manager and the board but also about your role as an owner.

Steve Laviolette, P.Eng.

Laviolette Building Engineering Inc.

Mr. Laviolette is the senior partner of Laviolette Building Engineering Inc. ("Laviolette"), a firm which performs a wide range of architectural, structural and civil engineering services for commercial and residential clients. Laviolette has particular specialties in post-construction Building Envelope Engineering and providing engineering services to condominium clients. Services for condominiums include Performance Audits, Reserve Fund Studies, building condition and performance investigations, and the remedial design and inspection of property element repairs and replacements.

Christy Allen, B. Comm, LL.B

Nelligan O'Brien Payne

Christy Allen is an associate lawyer at Nelligan O'Brien Payne, and a member of the Condominium Law Practice Group. She provides a full range of corporate and litigation services to condominium directors, managers, owners, and insurers. She also represents co-tenancy associations, and gives advice with respect to co-tenancies' governing documents.

Seating is limited, so be sure
to register soon!

HST/GST #89966 7364 RT0006

RESERVATIONS A MUST!

Avoid Disappointment – Register Today!

REGISTRATION FORM

THURSDAY, SEPTEMBER 18, 2014

Name: _____
Company: _____
Mailing Address: _____
City: _____
Province: _____ Postal Code: _____
Phone: _____
Email: _____

Course Registration Fee

CCI Member	\$50.00
Non-Member	\$60.00

Number of tickets _____

13% HST _____

TOTAL\$ _____

Cheque Enclosed \$ _____ or Charge my: ☐ VISA ☐ MasterCard

Card No. _____ Exp. Date: ____/____/____

Name on Card: _____

Signature: _____

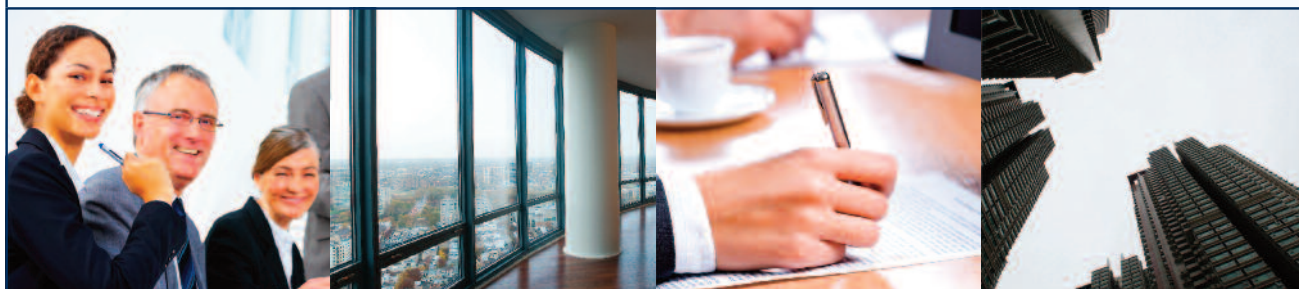
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P.O. Box 32001, 1386 Richmond Road, Ottawa, ON K2B 1A1
Email: cciottawa@cci.ca
Phone: 1-866-491-6216 Fax: 1-866-502-1670

For more detailed information, please visit the Chapter website at: www.cci.ca/ottawa/NEWS/EVENTS

The CCI Ottawa Chapter Fall 2014 Condominium Directors' Course



Saturday November 29, 2014 9:00 am - 4:00 pm & Sunday November 30, 2014 9:00 am - 4:00 pm
Hellenic Meeting and Reception Centre, 1315 Prince of Wales Drive Ottawa Ontario

RESERVATIONS A MUST! Avoid Disappointment – Register Today!

- The course is very comprehensive and reflects key requirements of *Ontario's Condominium Act*.
- A must for all condominium directors, professionals and condominium owners who are potential directors or simply want a better understanding of the way condominiums function.
- The course is delivered by professionals who specialize in the condominium sector – lawyers, engineers, property managers and accountants.
- A practical, hands-on course developed to reduce the risks of condominium ownership by equipping condominium corporation directors with the specialized management skills they need.

Session Topics:

1. What is a Condo/ Overview of the Condo Act
2. Status Certificates/Changes to Common Elements/Insurance
3. Property Asset Management/ Reserve Fund Planning
4. Accounting and Finance
5. Property Managers/Effective Directors
6. Experts Panel – Question Forum

For more detailed information, please
visit the Chapter website at:
www.cci.ca/ottawa/NEWS/EVENTS

REGISTRATION FORM Fall 2014 Directors Course

Name: _____
Company: _____
Mailing Address: _____
City: _____
Province: _____ Postal Code: _____
Phone: _____
Manager's Email: _____
Registrant's Email: _____

Course Registration Fee

CCI Member – First Registrant	\$285.00
CCI Member – Additional Registrant	\$240.00
Non-Member	\$570.00

13% HST _____

TOTAL \$ _____

Please complete a registration form for each person registering.

**Registration includes all sessions, coffee breaks, two light lunches,
and a complete binder of handout materials.**

Please note any Dietary Restrictions _____

Cheque Enclosed \$ _____ or Charge my: ☐  ☐ 

Card No. _____ Exp. Date: ____/____/____

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REACHING NEW HEIGHTS



PLAN NOW

TO ATTEND THE 18TH ANNUAL CONDOMINIUM CONFERENCE

NOVEMBER 7-8, 2014 TORONTO CONGRESS CENTRE, 650 DIXON ROAD, TORONTO, ONTARIO

Two days of educational sessions for professional condominium managers, condominium directors and other professionals working in the industry;

PLUS

The largest condominium industry trade show in Canada which - for the first time - will be open on Saturday November 8th for visitors who are not otherwise attending the conference.

The program will include:

Highly acclaimed keynote speaker Bill Strickland author of Make the Impossible Possible.

SESSION TOPICS

Aging in Place
Building better relationships
between directors and
managers/management
Bringing corporations back
from financial crisis to stability
Effective recovery of costs
incurred by Corporations

Ethics with Teeth!
Fraud in the Condominium
Industry: Lessons Learned
Identifying and Managing Disasters
Insurance
Living in and/or managing a
townhouse: Unique challenges

Managing Mental Health Issues
Rapid Fire presentations on Legal,
Engineering, and Technology
Turnovers and Takeovers
Work Life Balance
Reaching New Heights





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name: Josée Deslongchamps, RCM, ACCI
profession: Senior Property Manager, DES Services Inc.
location: Ottawa, ON
chapter: CCI Ottawa Chapter



For more information on how to obtain your ACCI or on why you should hire an ACCI professional, please visit:

www.cci.ca

SAVE THE DATE!!



OCTOBER 22nd for the AGM

It will be held at the Hellenic Centre
from 6:30 - 9:30 p.m.

A one day conference where we will have industry experts from various law firms, management companies, trades and developers discuss timely and relevant issues that are geared towards condominium property managers, Boards of Directors and home owners!

For Registration, Exhibitor and Sponsorship information **please visit our website**
www.cci.ca/ottawa

ATTENTION

**Condo Directors, Managers,
Professionals, Contractors,
Suppliers & Service Providers**

**Interested
in writing an article
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The topic must relate to condominiums, be informative in nature, and must not be commercial in nature.

Articles should be between 500 and 2,000 words.

CCI - Ottawa reserves the exclusive right whether to publish submitted articles.

For further information
please contact the Editor at cciottawa@cci.ca

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Mike Leeworthy, Browns Cleaners and Tailors Limited
Andrew Prevost, Elia Associates PC
Michelle Racette
Gary Underwood, FMP Mortgage Investments Inc.

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For more information, please contact Maria Medoro at the CCI Ottawa Chapter Office at 1-866-491-6216 x111 or cciottawa@cci.ca.

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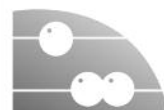
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The graphic features a stylized city skyline in shades of gray and black. The word "gowlings" is written in a white, lowercase, sans-serif font on a black rectangular background that sits in front of the skyline. Below the name, the text "Gowling Lafleur Henderson LLP" is printed in a smaller white font. At the bottom of the black rectangle, a list of office locations is provided: "montréal • ottawa • toronto • hamilton • waterloo region • calgary • vancouver • beijing • moscow • london". The website "gowlings.com" is printed in white on the right side of the black rectangle.

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E-mail: leif@dancan.on.ca Webpage: www.dancan.on.ca

The logo for Buchanan, Lawton, Parent Ltd. (BLP) features the letters "blp" in a stylized, lowercase, sans-serif font. The "b" and "l" are connected, and the "p" is separate. The logo is positioned to the left of the company name.

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MEMBERSHIP TO JUNE 30, 2014

How/from whom did you hear about CCI?: _____

■ CONDOMINIUM CORPORATION MEMBERSHIP: Please complete all areas

- ☐ Townhouse
☐ Apartment Style
☐ Other

Condominium No.:		No. of Units:	Registration Date:
Management Company:		Contact Name:	
Address:		Suite #:	
City:	Province:	Postal Code:	
Phone: ()	Fax: ()	Email:	
Condo Corporation Address:		Suite #:	
City:	Province:	Postal Code:	
Phone: ()	Fax: ()	Email:	
President:			
Name	Address/Suite		Email
Treasurer:			
Name	Address/Suite		Email
Director:			
Name	Address/Suite		Email

Please forward all correspondence to: ☐ Management Company address ☐ Condo Corporation address

Fee: ☐ 1-49 Units \$130.00 + 16.90 HST = \$146.90 ☐ 150-249 Units \$195.00 + 25.35 HST = \$220.35
☐ 50-149 Units \$170.00 + 22.10 HST = \$192.10 ☐ 250 + Units \$210.00 + \$27.30 HST = \$237.30

■ PROFESSIONAL MEMBERSHIP

Name:	Occupation:
Company:	
Address:	
Suite #:	
City:	Province:
Postal Code:	
Phone: ()	Fax: ()
Email:	
Full Year Fee: <input type="checkbox"/> \$220.00 + 28.60 HST = \$248.60	



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Address:	
Suite #:	
City:	Province:
Postal Code:	
Phone: ()	Fax: ()
Email:	
Full Year Fee: <input type="checkbox"/> \$220.00 + 28.60 HST = \$248.60	

■ INDIVIDUAL CONDOMINIUM RESIDENT MEMBERSHIP

Name:	
Address:	
Suite #:	
City:	Province:
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Phone: ()	Fax: ()
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Full Year Fee: <input type="checkbox"/> \$85.00 + 11.05 HST = \$96.05	

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