



## President's Message – Summer 2007

While many of us are still in summer holiday mode, your Board is busy working on plans for the fall and winter! However, before I let you know about those plans I want to follow up with a more detailed report of the Semi-Annual Spring 2007 CCI meeting held in Regina in May. The South Saskatchewan Chapter did a wonderful job of hosting this event and sponsored a number of outings which were well attended by the National Board members and guests. The first day of the conference began with the National Board meetings. This was an opportunity to report on the health of CCI, to exchange ideas and discuss strategy, review the progress of the many committees which work all year round on such activities as new chapter development, education, constitutional issues, communication to name a few. This also gives the National Board members an opportunity to review and discuss issues that are of interest to the condominium industry and identify issues of interest locally, Provincially and Nationally. The end of the day long meetings found us heading out onto the Saskatchewan prairies to the set of "Corner Gas" after which we experienced a good old fashioned Saskatchewan pitch-fork fondue! That was certainly an experience for those who made the trek!

As you know, one of the important mandates of CCI is education. The second day of the conference offered up a well-attended day long Human Rights Symposium. Human Rights is an important issue for all us and over the course of the day several speakers spoke about

Human Rights in the context of condominium ownership, management and governance. It was evident in listening to the various speakers that Human Rights issues are becoming more prevalent in condominiums. This is certainly understandable given the ever-increasing number of condominium developments springing up all across the Country.

All in all, the Semi-Annual meetings in Regina were quite successful. The torch has been passed to our Chapter which will host the 2008 Semi-Annual meetings. Let's all work together to make next year's meeting a success!

Now for a report on what your Chapter Board has been doing. After having hosted a successful seminar in May, we have set in motion our plans for a seminar in October to be followed by the 2007 Annual General Meeting. The seminar will focus on legal issues that involve boards and owners alike. A three lawyer panel will entertain us with their wit and wisdom so make sure to mark Saturday, October 13th in your calendar. The seminar will once again be held at the Pacific Pallisades which is located at 1277 Robson Street, in Vancouver. More details about this upcoming event can be found inside this newsletter.

### - INSIDE THIS ISSUE -

<i>President's Message</i> .....	1
<i>Insurance Claims - Who Pays The Deductible?</i> .....	2
<i>Super Priority Collection Power Against The Owner Developer</i> .....	3
<i>Up Coming CCI Vancouver Seminar and 2007 AGM</i> .....	6
<i>Case Law Update</i> .....	7

Our Chapter Board has also been busy with the ongoing tasks of marketing and member recruitment while also working together on the plans for the May 2008 Semi-Annual Meeting. We have also just recently published a Condominium Management Manual which we are making available for sale to property managers, strata councils and condominium owners. The Manual can be purchased at a cost of \$35.00 for members and \$65.00 for non-members, plus shipping charges. You can contact us at [contact@ccivancouver.com](mailto:contact@ccivancouver.com) or write to us c/o 1700 – 1185 W. Georgia Street, Vancouver, B.C. V6E 4E6 to purchase this Manual.

Jamie Bleay

President – CCI Vancouver

## Insurance Claims - Who Pays The Deductible?

By Shawn M. Smith – Partner Cleveland Doan LLP

An issue that seems to increasingly be a topic of discussion in strata circles as of late is that of who is responsible to pay the deductible when a claim is made under the strata corporation's insurance related to damage caused to one or more strata lots (or the common property) where the source of that damage is from an event which took place in a strata lot. The question most often being asked is, must the owner of that strata lot pay? Before the answer to that question is provided, a brief review of the general principles of the Strata Property Act (the "Act") regarding insurance is in order.

Pursuant to s.149 of the Act the strata corporation is required to insure:

- (a) the common property;
- (b) buildings shown on the strata plan; and
- (c) fixtures (ie. carpeting, plumbing fixtures, lights, etc) installed by the owner-developer;

As such, damage to any of these (provided that it arises from an "insured peril" as defined in the insurance policy) brings the insurance coverage into play.

Section 155 of the Act makes the strata corporation and each owner, tenant and occupant of the various strata lots a named insured on the policy. In other words, each of these people has the right to make a claim under that policy.

Section 158(1) of the Act states that the insurance deductible is a common expense to be contributed to by all owners on the basis of unit entitlement. Section 158(3) allows the deductible to be paid from the Contingency Reserve Fund without a 3/4 vote. Section 158(2), reproduced below, addresses the issue of who ultimately pays for that deductible.

"Subsection (1) does not limit the capacity of the strata corporation to sue an owner in order to recover the deductible portion of an insurance claim if the owner is responsible for the loss or damage that gave rise to the claim."

The application and meaning of this section was first considered by the court in *Strata Corp. VR 2673 v. Comissiona* (2000), 80 B.C.L.R. (3d) 350 (BCSC). In short, the court held that there is nothing which prevents an insured person or entity (ie. a strata corporation) who has made a claim under an insurance policy from suing the person who caused the damage for the amount of the deductible. The court also held that s.158(2) does not create a right to sue an owner for deductible paid by them. That right already exists at law. Rather all that subsection does is not restrict the strata corporation's ability to do so.

What *Comissiona* did not address was the standard by which an owner becomes liable to pay the deductible. Must they have been negligent? Or was a lesser standard to be applied? Section 158 uses the word *Aresponsible@* instead of "liable", "negligent" or any other word which is similar in nature. Was it then a matter of strict liability? Which test was it then? That question has recently been answered by the British Columbia Supreme Court in the cases of *Strata Plan KA1019 v. Keiran* 2007 BCSC 727 and *Strata Plan LMS 2835 v. Mari* 2007 BCSC 740.

---

### CCI - Vancouver Board of Directors - 2006/2007

Jamie Bleay - President  
Christina Garson - Vice President & Secretary  
Stanley Dong - Treasurer  
Kevin Grasty  
Andrew Chan

### Welcome New Members

Taylor Conroy  
Equity Protection Group

Both cases were appeals from decisions of the Provincial Court (Small Claims) wherein the court, in essence, held that where the cause of the damage which gave rise to claim originated in a strata lot, the owner(s) of that lot were responsible for payment of the deductible.

In Keiran the damage covered by the insurance claim came from a pipe which burst in the wall in the Keiran unit. The burst was as a result of a coupling that failed due to the high acid level of the local water and “not to a negligent act or omission of the owner”. The main question before the Provincial Court was whether or not Ms. Kieran was liable for the costs of the repair, which fell well short of the deductible of \$10,000.00.

In determining whether or not Ms. Kieran must pay for the whole of the repairs, the Provincial Court first looked at the repair and maintenance responsibilities of the strata corporation and the individual owners under the bylaws of the strata corporation. The pipe was not within the scope of what the strata corporation was responsible to repair and maintain. It was clearly the owner’s responsibility. (Remember that not all pipes and plumbing are the responsibility of the strata corporation. Generally it is only those pipes located in walls, floors and ceilings that form a boundary between two strata lots that are common property and hence the strata corporation’s responsibility).

Next the Provincial Court looked at the wording of s.158(2) of the Act. Although, the case did not involve the recovery of deductible, the principles behind that section were nonetheless applicable. The court noted that the section uses the phrase “responsible for the loss”. Without going into any real analysis, the court concluded that “because the damage occurred within the unit and not to common property, this is a situation where the homeowner had the duty to repair and maintain and is therefore ‘responsible for the loss’ regardless of the absence of fault or negligence on their part” [emphasis added]. Ms. Kieran was liable to pay the whole cost of the repairs.

On appeal the Supreme Court agreed with the decision reached by the Provincial Court concluding that “being responsible is not the same as being negligent” and that “owners of a strata unit are “responsible” for what occurs within their unit.

In Mari the claim also involved water damage. This time from a faulty water level sensor in the washer located in the Maris’ unit. The trial judge in the Provincial Court determined that the Maris were responsible to pay the deductible because they “were clearly the people who allowed or ‘caused’ the washer to be used.” On appeal the Supreme Court upheld the decision reached by the Provincial Court that the Maris were to pay the deductible. In reaching this decision, Burnyeat, J. stated:

“I am satisfied that the legislation is clear and that no finding of negligence is required. The Legislature used the term “responsible for” in s.158(2) rather than terms such as “legally liable, liable, negligent.” The choice of the term “responsible” provides the owners with the opportunity to allocate to a particular owner the cost of an insurance deductible in cases where an owner was thought to be responsible for a loss... The owner will be responsible for the deductible notwithstanding that the owner was not negligent. Section 158(s) simply allows the Strata Corporation to set the same standard for the payment of a deductible as would exist in a single family residence.”

These are two extremely significant cases for strata corporations and owners. They make it very clear that if the source which gives rise to the loss originates in your unit, then you are responsible for the damage (ie. costs) that flow from that; whether that be the deductible or the costs of the repair if under the amount of the deductible. The scope and extent of one’s vigilance and knowledge is of no relevance. The test is not negligence (which would require the strata corporation to prove that an owner did or failed to do something they otherwise should or should not have done). It is a strict liability test. Remember, in Kieran the burst coupling was inside a wall and presumably not visible. In Mari it was a sensor in a machine that suddenly failed. It is now unquestionably clear that there is no need for the strata corporation to prove that an owner was negligent in order to recover either the deductible or repair costs. While perhaps harsh, in the writer’s opinion this is the correct interpretation of s.158(2).

Shawn M. Smith is a partner with the law firm of Cleveland Doan LLP located in White Rock and may be reached at 536-5002. This article is intended for information purposes only and nothing contained in it should be viewed as the provision of legal advice.

## Super Priority Collection Power Against The Owner Developer ?

Many council members elected for the first time at a turnover meeting from the owner developer (the “OD”) of a newly formed strata corporation or a new phase in a strata plan find the financial issues they are about to face both daunting and confusing.

The OD forms the interim council during the period from the date that the first phase of the strata plan is registered until the first annual general meeting (“AGM”) where a council is formally elected.

The following are typical questions asked by newly elected council members:

1. When must the turnover meeting take place?



Section 16 of the Strata Property Act (the "SPA") provides a formula to determine the turnover date. The OD must hold the 1st AGM during the 6 week period that begins on the earlier of the date when 50% plus one of the strata lots have been conveyed and nine months after the date of the first conveyance.

The turnover meeting date is determined by the date of the first conveyance. Conveyance is defined as the actual registration of a transfer document in the applicable land title office. It is not based on the date that a contract of purchase and sale is executed. The same statutory time frames apply to each newly created phase (SPA Regulation 13.4 (3)(a)).

It should be noted that a turnover meeting for a project totally comprised of rental units may never take place.

2. Is the OD penalized for failing to hold the 1st AGM on time?

Yes. The OD will likely be motivated to call the 1st AGM since the failure to do so could expose the OD to thousands of dollars in penalties. The OD must pay \$1,000 if the 1st AGM is delayed for up to 30 days after the turnover date and \$1,000 for each additional delay of 7 days (Regulation 3.1(2)).

The OD was not penalized under the provisions of the former Condominium Act. Consequently, historically the OD was not motivated to hold the turnover meeting and risk losing control of the management and governance of the development.

One of the first objectives of a turnover council should be to determine whether or not the OD owes any money to the strata corporation. The council should:

- a. check the turnover dates and determine whether or not any penalties are owing to the strata corporation;
- b. ensure that all turnover documents have been provided or obtain copies of same and charge any expenses to the OD; and,
- c. determine the amount owing, if any, in the event of a Short Fall Budget.

This step is important since the lien remedy is only available to the strata corporation while the OD holds legal title to a strata lot in the development. Once all of the strata lots are sold, the strata corporation could find itself without a remedy if the OD is a limited company and without further assets.

The lien process grants the strata corporation a super priority power to collect monies owing by the OD to the strata corporation (sections 112- 118, SPA). In other words, once a lien is registered by the strata corporation, the amount owing by the OD is paid to the strata corporation in priority to the payment of any mortgages and other encumbrances (some exclusions apply, such as builders liens). This super priority status greatly increases the probability that the strata corporation will collect any monies owing to it by the OD.

The strata corporation may only register a lien against one strata lot owned by the OD (s. 116(2), SPA). This is usually sufficient to cover all monies owing.

The strata council should not hesitate to use its statutory powers to collect any money owing to it by the OD.



**Karel Ted Palla**  
*Palla...for Quality, Integrity and Results!*

**RE/MAX**  
Select Properties  
Each office independently owned and operated

**604-329-1430**  
**www.kpalla.com**

250-4255 Arbutus Street  
Vancouver, BC V6J 4R1  
Office: 604-737-8865  
Fax: 604-304-8535  
kpalla@shaw.ca



**HIGH CLOUDS**  
INCORPORATED

**Seminars & Dispute Resolution Services**

**We provide:**

- complete range of seminars
- strategic & business planning facilitators
- mediators
- arbitrators
- independent meeting chairs

3438 - 78 Ave. Edmonton, AB T6B 2X9  
Ph: 1-877-206-1999 Fax: 1-877-207-1999  
Info@highclouds.ca www.highclouds.ca

Deborah M. Howes, President  
L.L.B., C.Arb., C.Med.  
Arbitrator, Mediator, Trainer

Archie Zariski  
BA, L.L.B., L.L.M., C.Med.  
Mediator, Conciliator, Trainer

**LEADERS IN CONDOMINIUM  
AND CONSTRUCTION INSURANCE**



**The Lorenzetti Group of Companies**

BONDING, RISK MANAGEMENT AND INSURANCE SERVICES

**BFL CANADA INSURANCE SERVICES INC.**  
Tel: 604-669-9600 www.BFL87.ca Fax: 604-683-9316

VANCOUVER - CALGARY - TORONTO - OTTAWA - MONTREAL - QUEBEC - HALIFAX

3. What should the strata council obtain during the turnover meeting?

The newly elected council should ensure that the OD transfers money, control and documents to the strata corporation at the time stipulated in the governing legislation.

All documents relating to the development, management, governance and administration of the strata corporation must be provided to the strata corporation at the 1st AGM. The documents that must be provided are itemized in section 20 (2) of the SPA and section 3.2 of the Regulations.

The transfer of money and control (such as keys and garage door openers) from the OD to the strata corporation must take place within one week after the 1st AGM (section 22, SPA).

If the OD fails to provide the turnover documents to the strata corporation at the 1st AGM, then the strata corporation can use the lien route to collect any money it spends to obtain those documents from another source.

For example, the OD must provide copies of all disclosure statements. If the strata corporation is required to obtain copies of the disclosure statements from the Superintendent of Real Estate, then all charges from the Superintendent's office may be collected from the OD by using the super priority lien procedure. Again, a lien may only be registered against one strata lot owned by the OD.

4. Is the OD required to establish a contingency reserve fund ("CRF") for capital or greater than annual expenses and an operating fund ("OF") for recurring annual expenses?

Yes. However, there is only one fund required for each strata corporation. As a result, a new CRF and OF is not required for each additional phase of a development.

5. Is the OD required to establish an interim budget for each phase of the development? Yes.

6. Can the strata corporation collect any shortfall between the amount of the interim budget and the actual strata corporation expenses from the OD?

Yes, section 14 of the SPA and section 3.1 of the Regulations specifically address the issue of the OD's Shortfall Budget. It is not unusual to find that the OD has prepared an inadequate budget. Unwary purchasers view low monthly strata fees as being palatable. If a purchaser views two similar developments, he or she will likely choose to

purchase in the complex that offers the lower monthly strata fees. The culinary rush fades once the true state of affairs becomes known and the strata fees in reality prove to be higher than those represented at the date of purchase.

The OD is penalized for misrepresenting common expenses and the greater the misrepresentation, the greater the penalty.

The legislative scheme governing the OD's obligations regarding the Short Fall Budget may be summarized as follows:

a. The OD must prepare an interim budget for the 12 month period beginning on the 1st day of the month following the month in which the 1st conveyance occurs for that phase;

b. The budget must include the estimated operating expenses plus a 5% contribution to the CRF for the 12 month period (a minimum 10% contribution to the CRF is otherwise required);

c. The OD must pay a further 5% to the CRF at the time of the 1st conveyance;

d. The OD may provide in the Disclosure Statement that the contribution to the CRF will increase to 10% after the 1st AGM (section 93 of the SPA and section 6.1 of the Regulations to the SPA);

e. If the actual expenses are greater than the budgeted operating expenses, the OD must pay the difference to the strata corporation within 8 weeks after the 1st AGM (ie. \$1,100 actual - \$1,000 interim budget = \$100 difference or 10%).

f. If the difference is between 10% - 20% greater than the budget, then the OD must pay twice the difference to the strata corporation. In the above example, the OD would owe double the difference or \$200;

g. If the difference is at least 20% greater than the budget, then the OD must pay three times the difference to the strata corporation. (ie. \$1,300 actual and \$1,000 interim budget = \$300 difference or 30%). In this case, the OD must pay 3 times the amount or \$900 to the strata corporation. The penalty is substantial representing in the last example an additional \$600 as compensation for the misrepresentation.

h. If the developer fails to pay, then the strata corporation may lien one of the OD's strata lots for the amount owing. The amount owing includes the compensation.

The strata corporation has the power to lien one of the OD's strata lots for the failure to meet its obligations under the legislative scheme as set out above. It should not hesitate to use this power.

Cora D. Wilson

## Case Law Update – Summer 2007

*Harvey vs. Strata Plan VR 390, B.C. Supreme Court, March 5, 2007*

Ms. Harvey, the Petitioner, applied to court for an order that the strata corporation be restrained from carrying out remediation work on her strata lot pending the outcome of an arbitration proceeding that Ms. Harvey had commenced pursuant to the Strata Property Act.

Ms. Harvey had previously commenced arbitration against the strata corporation regarding the following dispute:

“The manner in which the remediation of Strata Lot 13 is to proceed including, without limitation, the extent to which I will be entitled to incorporate reasonable upgrades and/or design changes into the remediation (upon my agreement to pay the consequential costs thereof),

For these purposes, remediation includes, without limitation, the remediation of Strata Lot 13's:

- Chimney structure;
- Decks and patio, and associated elements, including drainage;
- Walls, including sliding door curbs;
- Glass doors and windows;
- Supply plumbing;
- Mechanical isolation of units 102, 201, and 101;
- Fire and sound wall between units 102 and 201;
- Unit 102's storage unit;
- Heating system; and
- Ceilings.”

The strata corporation had undertaken some work in 2006 but the work had been stopped in order that Ms. Harvey and her partner could resolve the upgrades that could, at their expense, be included for strata lot 13 while the remediation work that had been authorized by the strata corporation could be undertaken. As it turned out, the parties could not agree on what upgrades Ms. Harvey and her partner would be responsible. Meanwhile, the strata corporation wanted to proceed with the remediation work in order to avoid further delay and expense associated with the remediation.

# Let Us Do Your Homework!

**Buying or Selling a Condominium?  
Get a Strata-Check!**

Find out how the property stacks up. We review finances, strata plans, contingency reserve funds, minutes, bylaws and explain the responsibilities of owning a condominium.



**Strata Document Review Service**

**What is Strata-Check?**

A review and analysis of the Strata Corporation documents. Our written summary will allow you to assess the health of your Strata Corporation.

- Written report summary in plain terms
- Organized presentation binder
- A copy of the registered strata plan
- A copy of all resource documentation
- Includes minutes, bylaws, financial reports
- Peace of mind

**A must for all Realtors, Buyers, Sellers, Lenders and existing Strata Corporations  
Visit our website at [www.strata-check.com](http://www.strata-check.com)**

**Strata-Check 604-233-1174**

The Judge assumed, for the purpose of the application before him, that there was a dispute to be tried between the parties for the purpose of the Strata Property Act which was the equivalent to “a serious issue to be tried” between the parties. The Judge then looked at whether Ms. Harvey would suffer irreparable harm if the injunction sought by her was not granted. Based on the evidence before the Judge, he was not able to conclude that “failure to grant the injunction will result in irreparable harm to the petitioner.” He went on to say that “Although it would no doubt be more practical and cost effective for the upgrades to be done in conjunction with the rehabilitation work, that is not to say they cannot be done with approval of the strata corporation after the rehabilitation work is completed. The petitioner may persuade the arbitrator that the strata corporation unreasonably refused to approve the upgrades in a timely way and should therefore compensate the petitioner for the additional expense of doing the upgrades after the rehabilitation work rather than doing both simultaneously. The balance of convenience clearly favours the strata corporation continuing with the rehabilitation work now underway, particularly since the costs of stopping the work now are unknown.”

The Judge concluded by suggesting that the parties try to resolve their differences by way of mediation in an effort to reach a solution over the upgrades sought by Ms. Harvey rather than let the dispute fester.

*Commentary: Ms. Harvey was unable to convince the Judge that her dispute with the strata corporation was more important than allowing the strata corporation to continue with the building envelope remediation. At best, her dispute appears to have been something that could, at the end of the day, been resolved with minimal hardship and perhaps a monetary award to compensate her for any costs or damages suffered in connection with the dispute over upgrades and the timing of the remediation.*

*The Owners, Strata Plan LMS 4012 v. Rupinder Kaur Rangi et al, B.C. Supreme Court, January 27, 2007.*

This case involved a “foreclosure” of a strata lot for non-payment of common expenses. Subsequent to the Master granting the orders sought by the strata corporation against the owner of the strata lot to enable the strata corporation to recover the unpaid common expenses, the Master was asked to provide detailed reasons for awarding the strata corporation costs at “Scale B”.

The Master undertook a comparison of a strata corporation’s “foreclosure” to standard foreclosures commenced by mortgagees against delinquent mortgagors. The Master noted that prior to January 1, 2007, costs in an uncontested foreclosure proceeding were normally awarded at Scale 2 under the then current cost tariff and thereafter, at Scale A under the new cost tariff. The value for each unit allowed at Scale 2 was \$60.00. The value for each unit allowed at Scale A was \$60.00. (Note: In the case of a foreclosure proceeding, a party awarded costs as Scale 2 could be entitled to 20 to 50 units X \$60.00 depending on the amount of time and effort that went into the foreclosure process).

The Master noted that the general rule for strata corporation foreclosures was that costs were awarded at Scale 3 which had a unit value of \$80.00. The question for the Master to answer was whether, under the new tariff, a strata corporation should be awarded costs at Scale B which had a unit value of \$110.00. Two questions of importance for the Master were as follows:

“First, the strata corporation is required to pursue unpaid assessments in order to protect the individual owners in spite of the fact that the amount owing may be relatively small – often less than \$3,000. In spite of the modest amount of the claims, inexpensive relief by way of the small claims process is not available to strata corporations in these cases.

Second, the actual cost of the process undertaken is borne by a relatively small group of individuals – the owners. There is an internal reliance on mutuality. When one person fails to meet their obligation, the effect is borne by the other owners. When enforcement or execution action must be undertaken, the expense must be borne by the other owners by way of expenditure from the funds made up of their strata fees, or, in more extreme cases, by extraordinary assessment.”

The Master considered it appropriate to award costs at Scale B in the strata corporation’s “foreclosure” action and stated that an award of costs at Scale B would provide the appropriate level of monetary recovery for strata corporations when faced with proceeding against delinquent owners for outstanding common expenses. However, the Master did go on to say that it was for a Registrar to determine the range of tariff items and units to be awarded after assessing the complexity and amount of work involved in the particular case.

*Commentary:*

*Strata corporations have little choice but to proceed with a Supreme Court action to recover outstanding common expenses. Legal costs are payable by all owners who are may also be asked to ante up the delinquent owner’s unpaid common expenses so that the strata corporation can meet its budget! The decision of Master Caldwell provides strata corporations with the opportunity to be made “whole” for their actual legal costs incurred to “foreclose” on a delinquent owner with an award of costs as Scale B (unit value of \$110.00) compared to an award of costs at Scale A (unit value of \$60.00). Cost awards are then added to the amount of the unpaid common expenses, both of which are recoverable against the delinquent owner.*

**New Service**


## Are you tired of playing “condo roulette”?

Proper maintenance planning is essential to the long term value of your home. If you do not know the condition of your building, you are gambling with your investment. EPG has a unique step-by-step Program to assist Strata Councils and their property manager to understand the physical condition of your building and manage a long-term repair and maintenance plan. Our Program also enables you to become a well-run corporation and reap the benefits of Accreditation.


EPG Program Services:

- ◆ On line Document Management
- ◆ Assessment of the Physical Condition of the Building
- ◆ Contingency Reserve Fund Planning
- ◆ Repair and Restoration Services
- ◆ Improved Insurance Costs Through Accreditation

Don't gamble with your condominium—keep it in tip-top shape. For Further information contact the Equity Protection Group.



**Equity Protection Group**  
203-15585 24th Avenue,  
Surrey, BC V4A 2J4  
Tel: 604 542 9697





## Upcoming CCI Vancouver Seminar and 2007 AGM

CCI Vancouver will be holding a Seminar on Saturday, October 13th. A three-lawyer panel will talk about legal issues that are near and dear to council members and owners alike so don't miss out on what will surely be an interesting and exciting seminar.


When: Registration will begin at 8:30 a.m. The seminar will start at 9:00 a.m. and will end at approximately 11:00 a.m. The AGM will follow immediately thereafter and all members in good standing are invited to attend in person or proxy.

Where: Pacific Pallisades Hotel – 1277 Robson Street, Vancouver.

Cost: \$25.00 for CCI members and \$35.00 for non-CCI members.

Registration: You can register at the door, through your property manager, by registering by e-mail c/o [contact@ccivancouver.com](mailto:contact@ccivancouver.com) or by mailing your registration form to CCI Vancouver c/o 1700 – 1185 W. Georgia Street, Vancouver, B.C. V6E 4E6.

See you there!



**ACCESS**  
LAW GROUP

**Jamie Bleay**

Tel: 604.801.6029  
Fax: 604.689.8835  
[jbleay@accesslaw.ca](mailto:jbleay@accesslaw.ca)

The Halsall team supports CCI.

**Providing consulting services to property managers and facility owners**



- Condition Evaluations for Walls, Roofs and Parking Garages
- Repair Specifications
- Construction Review
- Contingency Reserve Fund Studies

Visit [www.halsall.com](http://www.halsall.com) to find out more.

**Halsall**  
ENGINEERS-CONSULTANTS

Contact Kevin Grasty  
tel. 604.924.5575  
[kgrasty@halsall.com](mailto:kgrasty@halsall.com)

### Registration form for CCI Vancouver Seminar and 2007 AGM

Please register me (Name) \_\_\_\_\_ for the October 13, 2007 CCI Seminar.

I am a CCI member \_\_\_\_\_

I am not a CCI member \_\_\_\_\_

Enclosed is my fee:

Check one:

1. CCI member - \$25.00 \_\_\_\_\_ Cash \_\_\_\_\_ Cheque \_\_\_\_\_

2. Non-member - \$35.00 \_\_\_\_\_ Cash \_\_\_\_\_ Cheque \_\_\_\_\_

make cheque payable to: CCI VANCOUVER c/o 1700 – 1185 W. Georgia Street, Vancouver, B.C. V6E 4E6



## Canadian Condominium Institute – Vancouver Chapter Advertising Rates 2007/2008

Size	**Members Black & White	**Non- Members Black & White	**Members *Full Colour	**Non- Members *Full Colour
Business Card – 3.33”w x 1.83”h	\$50.00	\$75.00	\$75.00	\$100.00
¼ Page – 3.5”w x 4.75”h	\$125.00	\$225.00	\$325.00	\$425.00
½ Page 7.0”w x 4.75”h (Landscape) 9.5”w x 3.5”h (Portrait)	\$250.00	\$400.00	\$650.00	\$750.00
Full Page – 7.0”w x 9.5”h	\$400.00	\$750.00	\$950.00	\$1,100.00
Back Cover			\$1,200.00	\$1,500.00
Artwork Set Up & Design				\$25.00/hr.

**\*Full Colour Ads – Payment must be received by CCI Vancouver Chapter prior to printing.**

**\*\*Rates are based on a per issue basis.**

### Advertising Submissions

Please provide photo quality advertisement in either electronic or camera-ready format suitable for scanning (inkjet print-outs are not acceptable). Scanned images must be in high resolution of at least 300 dpi. Electronic files must be submitted in tiff or pdf format. **Note: PDF** files should not be converted from colour to black & white. If the ad is to be in black & white, the original file must be in black & white. If the ad is to be in colour, the original file must be in colour. The ad copy submitted should be sized to the ad requirements (see above ad sizes).

Please call or e-mail for additional specifications. If you do not have an advertisement already prepared, setup is an additional charge at \$25.00 per hour.

Please send advertising submissions to the attention of Jamie Bleay at:

CCI Vancouver Chapter  
Suite 1700 – 1185 West Georgia Street  
Vancouver, B.C. V6E 4E6  
or to the chapter's e-mail address at: [contact@ccivancouver.com](mailto:contact@ccivancouver.com)



# Audit Services

FOR STRATA CORPORATIONS MADE

# Easy

At Reid Hurst Nagy, we are not your typical accounting firm. We can make your audit process easy to understand and we will fully explain the results to you.

We have provided audit services for over 25 years and are experienced in serving strata corporations.

*Call us today to find out how we can make your audit easier.*

Call Terri Bains, CGA  
or Bruce Hurst, CGA at:  
(604) 273-9338  
email: [tbains@rhncga.com](mailto:tbains@rhncga.com)  
or [bhurst@rhncga.com](mailto:bhurst@rhncga.com)  
or visit: [www.rhncga.com](http://www.rhncga.com)



## Assistance to Condo Owners

→ **T**he Homeowner Protection Office offers free, up-to-date information to assist homeowners and homebuyers. This information includes:

- *Options for Resolving Residential Construction Disputes* – guide
- Application packages for no-interest repair loans and the PST Relief Grant for owners of leaky homes
- *Buying a New Home: A Consumer Protection Guide*
- *Managing Major Repairs—A Condominium Owner's Manual* (available on-line)
- A registry of licensed residential builders and building envelope renovators.

For more information contact the Homeowner Protection Office:



Toll-free: 1 800 407 7757  
Email: [hpo@hpo.bc.ca](mailto:hpo@hpo.bc.ca)  
Website: [www.hpo.bc.ca](http://www.hpo.bc.ca)

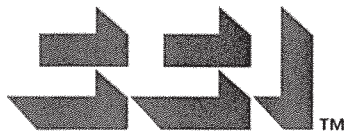


B U I L D I N G B C

## Member Feedback

How are we doing? We welcome your comments, questions or suggestions that you may have. You can provide your comments by e-mailing us c/o [contact@ccivancouver.com](mailto:contact@ccivancouver.com) or writing to us c/o 1700- 1185 W. Georgia Street, Vancouver, B.C. V6E 4E6. If you write to us, please include your name, address and strata plan #. If any strata corporation members would like to submit an article about a topic of interest or do a profile of your complex, we would be happy to include your article or profile in one of our upcoming newsletters.





# MEMBERSHIP APPLICATION

MEMBERSHIP FROM JULY 1<sup>ST</sup> TO JUNE 30<sup>TH</sup>

Referred By: \_\_\_\_\_

(For Ambassador Program)

## ■ NEW STRATA CORPORATION MEMBERSHIP: *Please complete all areas*

Strata No.:	No. of Units:	<input type="checkbox"/> Townhouse	<input type="checkbox"/> High-rise
Management Company:		Contact Name:	
Address:		Suite #:	
City:	Province:	Postal Code:	
Phone: (    )	Fax: (    )	Email:	
Strata Corporation Address:		Suite #:	
City:	Province:	Postal Code:	
Phone: (    )	Fax: (    )	Email:	
President:			
Vice President:			
Treasurer:			

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

Fee: \$ 110.00

## ■ PROFESSIONAL/TRADE SPONSOR SUPPLIER MEMBERSHIP

Name:	Occupation:	
Company:		
Address:		
Suite #:		
City:	Province:	Postal Code:
Phone: (    )	Fax: (    )	Email:
Full Year Fee: <input type="checkbox"/> Professional Membership ..... \$ 110.00		
<input type="checkbox"/> Trade Sponsor Supplier ..... \$ 110.00		

## ■ INDIVIDUAL STRATA RESIDENT MEMBERSHIP

Name:		
Address:		Suite #:
City:	Province:	Postal Code:
Phone: (    )	Fax: (    )	Email:
Full Year Fee: \$ 110.00		

Cheques should be made payable to:

**CCI - Vancouver Chapter**  
1700 - 1185 West Georgia Street  
Vancouver, B.C. V6E 4E6  
Attention: Jamie Bleay, President of the Board  
Email: [contact@ccivancouver.com](mailto:contact@ccivancouver.com)  
Website: [www.cci.ca/Vancouver/](http://www.cci.ca/Vancouver/)