CCI Condo News

President's Message

President's message – August 2012

On June 16, 2012 CCI Vancouver held another in a series of insurance seminars at the UBC Robson Square campus. We have continually received high praise for our insurance seminars and this one was no exception! Paul Duchaine of BFL Canada did a delightful job moderating the seminar we dubbed "Everything you need to know about strata insurance claims but were afraid to ask". Speakers included Trevor McRae, an adjuster from Claimspro who happily answered any and all questions asked of him with respect to how he handles the strata insurance claims on behalf of strata corporations. Cindy Marsden, an adjuster from CNS Insurance Adjusters who works on the "owner" side of insurance claims, regaled us with examples of some of the horror stories of the bad side of claims adjusting and how important it is from her perspective to work alongside a strata corporation's adjuster to the benefit of all insureds. From the legal perspective I explained the ins and outs of dealing with insurance claims under and over a strata corporation's insurance deductible and some recent developments in the case law regarding strata insurance disputes. A lively Q & A resulted in the speakers having to field some tough but interesting questions and allowed for a very productive and open seminar session that we hope left people wanting more! Our next seminar is scheduled for October and will coincide with our Annual General Meeting.

In one of our last newsletters we included an article regarding the B.C. Government's effort to introduce a new piece of dispute resolution legislation. The legisation has received first reading in June, 2012 and will, among other things, allow for strata property disputes to be resolved through a government appointed tribunal rather than in court. The Government hopes to utilize a 60 day dispute resolution process that will allow claims up to $25,000.00 where both parties agree to participate to be resolved by the tribunal in what all involved hope will less expensive and more expedient than what is presently experienced. The B.C. Attorney General has been quoted as saying "Both individuals and business owners will find this a convenient and affordable way of reaching agreements," and further stated "Few people want to go to court to solve a legal dispute, which can be costly, intimidating and time consuming. A tribunal offers an innovative alternative to settling a dispute in a faster, more amicable way."

CCI Vancouver strongly supports this new legislative initiative. Strata Corporations and owners alike can certainly get bogged down in an expensive and adversarial court process and a new dispute resolution process could help to ease those burdens for parties in a strata dispute.

Jamie Bleay – President of CCI Vancouver

Inside this Issue

LEGAL CORNER

Case Comments July 2012

Burt v. The Owners, Strata Plan KAS3196, 2012 BCSC 943

The case for a little common sense.

In this case two owners sued the Strata because, they alleged that the ordinal developer of the 30 lot bare land strata, that still owned 18 of the lots had not strictly followed the Strata Property Act regarding the establishment of the Contingency Reserve Fund (the "CRF") and the first Annual General Meeting of the newly created Strata Corporation.

The Petitioners also complained that the developer had contracted with the Strata Corporation to provide maintenance work on the property and the fees earned were set of against strata fees the developer owed as owner of 18 lots.

The Petitioner wanted the court to appoint an administrator to run the Strata.

The Judge acknowledged that the developer had begun on a shaky footing and had not created a proper budget, nor created the CRF in a bank account at the appropriate dollar levels, nor had the developer convened a proper AGM.

However , against that the Judge noted that the contracts for maintenance were at a rate less than the Strata could have otherwise have bargained for with an outside company; the strata fees were only about $30 per owner per month; and the imposition of an administrator or even a professional management company would double the strata fees.

Since the inception of the Strata Corporation, the Judge noted that the finances had been reviewed by a CGA, and errors had been caught and rectified at subsequent meetings of the owners. The total errors might have reached $5,000.

The Judge noted: "By their votes at the September 20, 2011 annual general meeting, the majority of the corporation's members have, for lack of a better word, "forgiven" the corporation and Mr. Gillard for any errors that they made in the past. The members have decided that the corporation should press ahead with its business now that its books and affairs are in proper order."

And looking at the remedies sought by the Petitioner he said; "…the cost of having an administrator and property manager take over the operation of the corporation would, in my opinion, outweigh the value their services would bring to the corporation."

If a mistake or error can be resolved, without prejudice to any one party, and the costs of doing something else just adds to the financial burden of the owners, then better to just fix the problem and move on. Not every error of the Strata world needs to be put in front of a Judge.

The Owners Strata Plan LMS 2768 v. Jordison, 2012 BCCA 303 (CanLII)

A step forward and a step back

This case has garnered considerable local and national media interest. Ms. Jordison and her son were found to have repeatedly breached the "nuisance" bylaw of the strata and were ordered by the Supreme Court to sell their unit and move away from the strata they lived in.

Ms. Jordison appealed and argued that the order to sell was too broad for the BC statutory base to sustain it – at least in the form it was presented in Supreme Court.

The Court of Appeal considered the behaviour of Ms. Jordison to be sufficiently egregious that while over turning a good deal of the court order from the Supreme Court, the court clearly had sympathy for the strata who had brought on the petition, and refused to give Ms. Jordison her costs as would be the ordinary result of the overturning of a lower court ruling.

The Court of Appeal determined that the Ontario case law upon which the initial application had been based was far broader that the BC Act. The Ontario legalization allowed the court there to "grant such other relief as is fair and equitable in the circumstances." [see para. 10 BCCA] this had been interpreted by Ontario Court to include the right to force the sale of a unit of a condominium owner who could not keep the bylaws of the Condominium Corporation.

Welcome New Members

Best Consultants Building Science Engineering Inc.

The BC *Strata Property Act* has a similar section but the wording is different. Section 173 I say the court may make any other orders it 'considers necessary to give effect to an order under paragraph (a) or (b)'.

Sections 173 (a) and (b) allow the court to order injunctions stopping an owner from breaching a law or ordering them to keep the law.

The injunction provided by the lower court ordered the Jordisons to keep the bylaws and the *Strata Property Act* and to stop the behaviour that had brought on the application the first place (loud noises, stomping, swearing, spitting, banging etc.)

The Court of Appeal upheld the injunction saying this was perfectly legitimate under the BC Act. The Court has left wide open what may be the appropriate route regarding an order under s. 173I if an injunction is otherwise ignored by an owner:

> [15] I consider that ss. 173(a) and (b) authorize a court to make mandatory or prohibitory orders against a party concerning obligations imposed by the *Act* or bylaws of a strata corporation. A failure to abide by any such order could found, *inter alia*, contempt proceedings. It could be a nice question as to whether the sort of order made by the judge here could be available as a remedy "to give effect to" an order made under (a) or (b) in circumstances where a failure to adhere to such order has been demonstrated. We need not decide that interesting issue here as it does not directly arise at this time and it would be preferable for any such issue to be fully argued and decided at first instance when it squarely arises for decision.

The case continues….

Bosa Properties (Esprit 2) Inc. v. Kim,

2012 BCSC 1013 (CanLII)

Materials facts in a contract

This is a case brought under the statutory terms of the real *Estate Development Marketing Act (REDMA)* .

The Defendants bought pre-sale, un-built units in a development based upon the marketing materials provided by the Developer. The documents included sale materials and the Disclosure Document required to be filed under *REDMA* by the Developer. The Disclosure document is meant to cover without misrepresentation, every material fact relating to the development.

The sale materials relied on by the Defendants included the term "Central gas-fired hot water system."

When the Defendants came to view the actual unit they had purchased as it was being completed, they found rather than the central hot water system, that a single electric 40 gallon hot water tank had been installed in the unit.

The Defendants refused to close the deal, and purchased elsewhere. The Developer sold the unit to another buyer and sold at loss because of a down turn in the market. The Developer sued the Defendants for damages for breach of contract claiming in excess of $165,000 from one defendant and over $180,000 from the other.

The Court found that recent Court of Appeal case law was binding and that the *299 Burrard Residential Limited Partnership v. Essalat,* 2012 BCCA 271 (CanLII), 2012 BCCA 271 [*299 Burrard*] case superseded the Supreme Court of Canada Case *Sharbern Holding Inc. v. Vancouver Airport Centre Ltd.,* 2011 SCC 23 (CanLII), 2011 SCC 23, [2011] 2 S.C.R. 175 [*Sharbern*] because the issues arouse from the statute not from common law.

The Court considered the circumstances of the refusal to complete and looked at the terms of the *REDMA* itself. The key finding was the applicability of the terms "misrepresentation" and "material fact".

Both these terms turn on the understanding that a material fact is defined in *REDMA* as a fact, or a proposal to do something, that affects, or could reasonably be expected to affect, the value, price, or use of the development unit or development property. Therefore, if a material fact is not included or stated wrongly it may be a false or misleading statement of a material fact, or an omission to state a material fact and hence a misrepresentation pursuant to the *REDMA* definition.

The Court found that the change of the hot water system was not a change that altered the use, price or value of the unit and so was not a material fact and therefore the fact that the Developer did not revise the disclosure statement to include the change was not misrepresentation,.

The Court noted that the Developer had reserved to itself the right to make changes to the plans as provided if circumstances required it. The evidence before the court was that the Developer's engineers considered the pipes to be too long in the proposed plan to allow for a central hot water system - as the water would be too cool by the time it got to the end unit along the pipe's length.

The Defendant's evidence was that it was key to their purchase that the unit have central hot water, as the strata fees were otherwise very high, but inclusive of hot water they were considered reasonable. Also, the practical reality for a family would be that a 40 gallon hot water tank would be quickly used up if all family members wanted to shower around the same time; whereas as central hot water system would guarantee as much hot water as would be needed.

The court found the Defendants in breach of contract and have ordered damages be paid.

The Defendants are reviewing the judgment to consider an appeal.

In circumstances in which the market is always rising, case such as these are very rare. When the market is dropping however, losses are real, and we can expect more claims from Developers as buyers seek to get out of the contracts that have been made.

CASE COMMENT: MCDANIEL V. STRATA PLAN LMS 1657 – METRO ONE

Complaint alleging discrimination in the area of accommodation, service or facility on the basis of a physical disability contrary to section 8 of the Human Rights Code.

Based on complaints of second-hand smoke – over three years and specifically in the summer months when windows open

Smoking taking place on limited common property patios and balconies.

The strata corporation acknowledged the merits of the allegations, ie. discrimination and agreed it had treated them in a discriminatory manner by failing to accommodate their physical disabilities!

Question – Why acknowledge the allegations OR alternatively, why allow things to get out of hand so you are before a tribunal having to respond to the allegations and say "the allegations are true" and "we failed to accommodate their disabilities"?

Summary of the Facts:

On March 28, 2008, the Complainants, Matthew and Melanie McDaniel, purchased strata lot 28 in Strata Plan LMS 1657 (otherwise known as "Unit 303"), and moved in shortly thereafter. Melanie was six months pregnant at the time.

Soon after moving into Unit 303, the McDaniels experienced second-hand smoke entering their strata lot as a result of other residents smoking on their patios and decks below (in particular units 101, 104 and 203).

Starting in July, 2008 they started to make written complaints of second-hand smoke entering into their unit.

They began a log of the various smoke-related incidents that occurred and how it affected their health. That log was later provided to the Strata Corporation.

Lots more letters between McDaniels and the strata corporation

Phone calls to the owners doing the smoking

McDaniels again wrote to NAI in August 10, 2009, complaining of the second-hand smoke and asking for a bylaw amendment to prohibit smoking on the balconies and patios.

NAI responded to that on August 18, 2009, on behalf of the Strata Corporation, advising that:

(a) The Strata Council understood their problem;

(b) The Strata Corporation would write to the units which were smoking and remind them that cigarette smoke was included under the nuisance bylaw;

(c) It would not agree to the McDaniels' request to present a no-smoking bylaw at the upcoming Annual General Meeting; and

(d) 25% of the owners could sign a demand requesting the Respondent hold a special general meeting. (Ex 5, Tab 7)

The Strata Corporation did put up a notice asking owners to be considerate.

Around September 8, 2009, the McDaniels distributed a survey amongst the owners, roughly half of which were returned. The results of the survey were compiled and eventually reported to the Strata Council.

NAI responded on September 10, 2009, on behalf of the Respondent, advising that the results of the survey were not enough to call a special general meeting and that a demand pursuant to the Strata Property Act and signed by the owners was required.

The strata corporation did, in November, 2009, post "No smoking in common areas"

In March 2010, the Strata Corporation, in an attempt to find a resolution to the problem faced by the McDaniels, as well as a problem with marijuana smoke, decided to call a Special General Meeting to vote on a bylaw prohibiting the smoking of both tobacco and marijuana on the patios and balconies.

Prior to sending out the notice for the Special General Meeting, the Strata Council, based on research done by one of its members, concluded that the smoking of tobacco on patios and balconies could not be prohibited. As a result, the bylaw form presented to the owners referred only to the smoking of marijuana. – **here is where they went wrong; the advice and research was wrong – the Act allows bylaws to be passed to deal with use and enjoyment of common property which in my view = means limited common property as well.**

That bylaw was passed at a Special General Meeting, held on May 11, 2010 and subsequently registered in the Land Title Office.

Permission to rent based on hardship was subsequently denied **– mistake # 2 – possibly because there was hardship based on medical issues!**

The McDaniels had, on several occasions, written to the strata corporation about their the their medical conditions being affected by the smoke, the particulars of which are set out below:

(a) June 20, 2008 (email) – "we are expecting a child and smoking is obviously detrimental to a newborn's health and I have severe allergic reactions to all types of smoke and perfumes"; (Ex 5, Tab 3)

(b) July 15, 2008 (letter) – "as we are expecting a child and I have extreme health issues in response to cigarette smoke and other strong scents, resulting in severe health problems and allergies". (Ex 5, Tab 4)

(c) August 10, 2009 – "I, personally, have extreme allergies resulting in environmental sensitivities to perfumes and the smoke can lead to headaches, hives and anxiety attacks. My husband suffers from Type 1 7 diabetes and second-hand smoke increases his chance of heart disease and other problems." (Ex 5, Tab 6); and

(d) June 25, 2010 (letter) – "we suffer from diabetes and extreme allergic reactions and sensitivity to smoke, trigger a range of problems". (Ex 5, Tab 17)

The Strata Corporation did not request further medical information from the McDaniels.

In summary, in response to the Complainants' communications, the Strata Corporation did the following:

(a) Suggested that they buy an air conditioner;

(b) Suggested that the Complainants attempt to obtain the support of at least 25% of the owners to demand that a resolution be placed before the owners at an Annual Special General Meeting to enact a 'No Smoking Bylaw';

(c) Asked by notice, letters and communications at strata meetings that those residents who smoke, be respectful of those who are bothered by smoke;

(d) Wrote letters to three owners below the McDaniels in August 2009, asking that they not smoke on their patio; and

(e) Explored introducing an amendment to ban smoking on decks and patios.

Throughout these events, the Strata Council recognized the problems faced by the McDaniels, but was uncertain about what it could do to assist them. It sought to strike a balance between what the McDaniels wanted and what others in the building wanted.

What the strata corporation did right?

In truth, very little!

This is what the tribunal had to say about what the strata corporation did "wrong" or did not do:

I accept the McDaniels were physically and psychologically vulnerable. Knowing this, the Respondent failed to seek or inquire into more fulsome information with respect to the extent of their physical vulnerabilities and responded with what can best be termed a patronizing or benign neglect, for a period of almost three years. I consider this a significant period. During that time, the McDaniels were persistent and consistent in utilizing an impressive array of strategies to give voice to their concerns.

The Respondent's characterization of the medical evidence as "scant" notwithstanding, I accept that the Respondent's conduct severely diminished the McDaniels' enjoyment of the property and had a physical as well as significant emotional impact on them.

So, the strata corporation:

Failed to be proactive with inquiries and responses;

Failed to request and obtain confirmation of medical conditions early on;

Failed to ascertain the extent of its legal exposure based on possible discrimination complaints based on second hand smoke;

Failed to go out and seek legal advice early on (I understand little or none was sought prior to the complaint being filed);

Failed to consider putting forward a ¾ vote resolution to try to pass a no-smoking bylaw on common property and limited common property in place.

Generally speaking there is a duty to respond to/attempt reasonably (but not so as to suffer unreasonable hardship) accommodate any occupant- owner or tenant, who has a physical disability

With a "nuisance bylaw" – which in this case the strata corporation said it had and supposedly stated that it could be used to address the issue of smoke (presumably second hand) such that a bylaw prohibiting smoking was not required – being proactive with responses to the complaints, posting of notices, perhaps some follow up investigation (early on) with the owners who may be inadvertently the cause of the second-hand smoke + obtain medical information + obtain a legal opinion (which would say the strata council should do what it can to accommodate, perhaps including allowing the hardship application) might result in avoiding a $4,500.00 penalty and your name in the "paper".

What can we learn from the decision and apply it in order to avoid the same situation that befell the strata corporation?

- Be proactive
- Get legal advice sooner rather than later
- Look at putting a no smoking bylaw in place (in my view it is a lawful bylaw per section 119 of the SPA) if the council is concerned the "nuisance" bylaw does not have any teeth
- Educate owners, including letting them know early on that there are steps that can be taken, such as convening a general meeting to try to pass a no-smoking bylaw

IS YOUR NEWLY DEVELOPED STRATA INSURED FOR ITS REPLACEMENT COST?

A commonly misunderstood issue at the turnover meeting for a new strata is whether an insurance appraisal is required. It is often assumed that a developer's construction cost is an accurate reflection of the Replacement Cost of the strata and an insurance appraisal is not necessary. Insuring a strata for the developer's cost often results in under or over-insurance. Identified below are a few reasons why the developer's construction costs may differ from the insurable value of the strata:

1) The developer's construction cost may not include all the costs that are incurred to build the strata or may be based on reduced costs due to efficiencies achieved by the developer.

   The construction costs provided by the developer may not include "soft costs" such as architect fees, development fees and general contractor fees. All of these items are costs that would be typically incurred if the strata had to be rebuilt after a total loss.

   A developer who is building multiple complexes would also most likely achieve efficiencies with regards to material and labour costs. For example, a developer who is building ten condominium buildings will have to purchase significantly more steel girders from their supplier than a developer who is constructing only one building. As a result, the supplier is more likely to offer a favourable purchase price to the developer of multiple buildings.

   Insuring the strata for the reduced construction cost may create a deficiency in funds if the under-insured strata has to be rebuilt in a total loss situation. In the above described scenarios, the unit-owners could potentially be held responsible for the difference.

2) The developer's construction cost may be limited to the proposed cost at the beginning of the tendering process.

   It is often the case that the construction cost for a condominium building is determined and fixed during the tendering process for contractors. If this cost is utilized for placement of insurance it may result in an extremely inaccurate Replacement Cost since the time lag between the tendering process and completion of construction of the strata can sometimes take as much as three to four years. Over that time period, the material and labour costs could change significantly.

Economic changes such as inflation and interest rates could potentially affect the cost of construction greatly. In addition, changes related to material costs include shortages and surpluses of material that can affect prices through the law of supply and demand. Shortages result in higher prices while surpluses lower the prices lower for material. The available labour pool will affect construction costs for the strata in much the same way as materials. A large supply of skilled labour results in lower costs while a small supply would increase labour costs. It should also be noted that changes in material costs are not always a gradual process. It is not uncommon to see drastic changes in material costs over a short period of time.

3) The developer's construction cost may include costs for non-insurable items.

The developer may incur various costs during construction that should not be considered for property insurance purposes, such as:

- "one-time" site clearing and preparation costs
- additional labour costs for overtime or bonuses
- interest accrued in financing arrangements during construction

These costs would not be applicable in a normal reconstruction scenario, since site preparation is a one time cost, normal labour markets are assumed and financing costs are not considered. In the instances when the developer's cost is adopted and it includes these additional non-insurable items, the insured value will be overstated. This may result in higher insurance premium payments.

In conclusion, construction costs provided by developers can considerably differ from the Replacement Cost of the strata. The recommended way to determine the Replacement Cost is to engage a professional Appraisal Firm to determine the insurable value of the common assets owned by the Strata Corporation. This will not only ensure accuracy, but will also transfer liability for the calculation of the Replacement Cost to the Appraisal Firm.

CCI LEADERS FORUM, 2012.

I was fortunate to have the opportunity to attend the CCI Leaders' Forum in Ottawa in June of 2012.

The primary focus was on CCI governance and how to grow membership in the different regions. In British Columbia we have other associations addressing the needs of condominium owners and managers such as CHOA (Condominium Home Owners Association. They do a great job in presenting workshops and seminars for strata owners. In other regions CCI are the only providers of education. Our focus at CCI Vancouver is on education for strata council members. At the forum several strategies were discussed for attracting new members. Seminars are a great tool for educating the masses. Across Canada there are courses offered focussing on strata administration resulting in a certification for those completing the courses. Our hope is that we can offer such a program here in Metro Vancouver soon.

There was plenty of interaction between delegates on the differences between governing legislation in different provinces. Many were surprised that we have to have a general meeting to approve a levy for repairs if there are not sufficient funds in the bank. In most of the rest of Canada that is not the case. The Condominium Board (our Strata Council's) is charged with the responsibility of repairing and maintaining the condominium. If a new roof is needed, they get it done. A small group of owners cannot block the work required.

The challenges presented by the Human Rights Tribunals are the same across Canada. As are problems with hoarders, pets, parking and the challenges most strata's have to face on a regular basis.

Most jurisdictions are ahead of BC in requiring depreciation reports and the funding of them. (In BC we only require them and there is a provision to opt out.). The management of the common asset is obviously easier if the funds are in place to get the work done. One of their challenges is to manage the millions of dollars on deposit in many large condominium developments.

A workshop on the taking of minutes was well received. The presenter is a former Clerk of the Privy Council in Ottawa. The workshop focussed on what must be in the minutes, what should be in the minutes and what should not be in the minutes. It was interesting to hear the differing points of view from across Canada.

The next meetings are in Brampton in November. Those meetings will attract managers and owners from across Canada to discuss new trends in legislation (hoarding, accommodating those with challenges, smoking and health issues, and the like) from across Canada.

THE IMPORTANCE OF ACCURATE RECORDS – DEPRECIATION REPORTS

We are asked to provide services relating to Depreciation Reports on a regular basis. As this is a relatively new process for Stratas and their management, there have been 'teething pains' as the industry adjusts to the new reality of depreciation reports. One of the by-products of a depreciation report is the request for historical documentation for review, and the associate challenges with that documentation.

As part of the preparation of a Depreciation Report the historical documentation provides key information such as the nature of the maintenance being performed on various components, replacement of various components and observations about building elements. The preparer of the report has to review and identify the important information and this information has a significant bearing on the report. What happens when the information is incomplete, or worse, incorrect?

We have had several clients who through the years have misplaced important documentation. In some cases the information is replaceable, in others it is not. We recently had a client with no building drawings. We went to access the drawings at the Municipality and the Municipality has no records of the building. This can happen in older buildings and can create a significant expense if the Owners have to get the drawings regenerated.

Perhaps a more challenging scenario is when the information is incorrect. Recently we had a building where a component of the mechanical system was included for replacement in the immediate future. This recommendation was based on reports from the company servicing the mechanical infrastructure of the building. Upon review of the report a sharp-eyed Owner noticed that the unit in question had been recently replaced. This created a flurry of emails and an eventual correction. Fortunately the issue was identified and caught prior to any action. In this case the dollar value was not significant in the overall budget, but there is the potential for large dollar items when information is not current or correct. This is especially important for items that are not directly observable as is the case in below grade services.

Firms can and should perform on site reviews to reconcile the historical documentation with the building. In many cases the historical documentation will have 'memory gaps' where years are missing due to a change in management, inadvertent disposal of documents and various other reasons.

As more and more buildings have depreciation reports completed a side benefit will be increased attention to documentation, and hopefully the days of filing cabinets full of random paper will pass. This should reduce the risk of 'Garbage In, Garbage Out' in the future but particular attention should be paid to organizing and preparing documents for these reports.

EMAIL IN THE STRATA MANAGEMENT INDUSTRY: ASSET OR PAIN IN THE ...?

Way back when, when dinosaurs ruled the earth, well not that quite long ago, but 30 years ago when I entered the strata management industry, Owners wishing to communicate with Strata Councils and / or the Property Manager would pick up the phone with respect to urgent matters or take the time to write a letter, and in most cases even place a stamp on it and count on Canada Post to get it to the management company. Some forward thinking Strata Corporations had lobby mail boxes which the Property Manager would dutifully empty once a week and then retain the letters from the lobby boxes and those that arrived by Canada Post for "reading out" at the next scheduled Council Meeting. This was before the onslaught of fax machines, let alone email. This methodology, while it may seem archaic, afforded the Strata Council's a respectable amount of time to view and deliberate the suggestions, questions and / or concerns raised by particular Owners. Discussion often took place with respect to correspondence and the content therein and allowed the Strata Council in a collective environment to weigh the pros and cons of the matters before them. Correspondence was the elaborated on in the Minutes and the Owners subsequently received a formal response from the Property Manager on behalf of the Council with respect to the matter.

So now, entering my 28th year in the strata management industry in British Columbia, I cannot help but in the few free minutes I have on a daily basis sit back in wonderment with respect to the changes in communication afforded to Owners, Tenants, Realtors, Contractors and anyone else wishing to communicate with the Strata Council and the management company. In my present role of Director of Operations of a medium to large Canadian owned strata management firm, I can say without doubt that the biggest complaint I receive from the 18 Property Managers I work with and numerous colleagues in the industry, is with respect to the volume of email received by these individuals on a daily basis. Most Property Managers, after a more informal research I conducted, receive on average 60 to 80 emails a day, some more, and of course some less. As one can imagine, attempting to respond in a timely manner to this amount of electronic correspondence has become virtually impossible. Property Managers fortunately (or unfortunately depending on your own perspective) spend countless hours opening and trying to follow up on emails that have often become "chat rooms" or "forums" for issues versus appropriate business correspondence or legitimate enquiries. Suggestions are often made from various individuals and upper management with respect to ways to streamline this communication on occasions go as far as to attend a Strata Council Meeting and review the matter with the entire Council.

The question then becomes, how do management companies and Strata Councils sort out this ever growing mass of email communication issues and potential back log? Suggested guidelines have been put forth by a number of parties and some of these include, but are not limited to:

A) Appoint one member of the Council as a primary contact. This person should be able to access emails frequently and be responsible to forward emails to the appropriate person. I know Property Managers would appreciate one response to the decision that Council has made with respect to a particular issue as opposed to be included in a chain discussion.

B) Being sure that emails are properly labeled with respect to Strata Plan number, the unit number if applicable and the topic is essential. This is particularly important as emails are a permanent record and management companies retain individual hard copies or electronic files for each particular Strata Lot and proper labelling enables the company to appropriately file the email as it pertains to that unit.

C) If possible, stay on the subject at hand as opposed to having the email migrate into a mini discussion on a myriad of issues. If multiple subjects are included in the email, I know it is much appreciated that if the Strata Council recognizes this fact, or the main contact person on the Strata Council recognizes the fact, advises that the email lists a number of items and a response would be appreciated when available. A particularly lengthy email may well be printed and retained for discussion at the next Strata Council Meeting. Again, the importance of some issues requiring deliberation by the group and points of view heard in person, this is why Strata Councils meet.

D) Refrain from cc'ing all and sundry on particular emails. This again only invites multiple input and unfortunately at times multiple input is not required on issues, particularly if parameters with respect to expenditure and / or any authority that has been established in an earlier Council Meeting.

E) Emergencies should not be reported via email, these should be reported via telephone. Again, based on Property Manager's schedules they may not be in the office when the email comes in and a great number of Property Managers, with good reason, do not answer emails remotely due to the mass of volume they received.

The above noted points are not a case of "woe me" please rest assured email, when used properly, is an extremely valuable tool and a great way to communicate on one's own schedule. Please also note that those of us in the management industry recognize the huge amount of time that is required on a volunteer basis by Council Members and Committee Members and appreciate the fact that email is sent by only them (perhaps the main contact person) in the evening hours. The reality of it is, this email will be most likely reviewed the next day by the Property Manager and a response sent forth and / or answers sought.

Various Property Managers throughout the lower mainland carry out different protocols with respect to company policy and their own individual policy with respect to email. There is no exact science. I had a former colleague that only responded to emails until 1:30 p.m. and then "did his paperwork". This individual was in the office at 8:30 a.m. each morning and was adamant with respect to the methodology. Other individuals will only respond to emails during business hours, which from a personal stand point is a good practice. Other individual Property Managers via blackberry / smart phones read and respond to emails virtually 18 hours a day. Interestingly enough a number of management companies list on their websites the individual email addresses, which could easily contribute to the pure volume of emails received, some have since eliminated this practice. Some individual Property Managers choose not to provide their email address to individuals, save for Strata Council Members and despite the wrath of other Owners, Tenants, Realtors and individuals seeking to access them and suggesting they "get into the 20th century", I feel it is their prerogative to be selective should they so choose.

In closing, I simply draw these concerns to your attention and suggest you openly discuss the email communication methodology that works best with your Property Manager and your Strata Council subsequent to the Annual General Meeting. I would also suggest that communication methodology be conveyed clearly via the Minutes and the decision with respect to Owner communication be clearly depicted.

Neil Fraser is the Director of Operations for The Wynford Group located in Vancouver, BC. He has been active in the strata management industry for 28 years.

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Builders (Property Restoration Services)

First General Services Vancouver Inc.
2661 Lillooet Street
Vancouver, B.C. V5M 4P7
Tel: 604-291-2880
Fax: 604-291-2872

Engineering

Apex Building Sciences Inc.
233-18525 53 Avenue
Surrey, B.C. V3S 7A4
Tel: 604-575-8220
Fax: 604-575-8223

Aqua-Coast Engineering Ltd.
P.O. Box 1367 Station A
Delta, B.C. V4M 3V8
Tel: 604-948-0958
Fax: 604-948-0959

Best Consultants Building Science Engineering Inc.
1163 Union Street
Vancouver, B.C. V6A 2C7
Tel: 604-356-5022

Halsall Associates Limited
930 West 1st Street, Suite 112
North Vancouver, B.C. V7P 3N4
Tel: 604-924-5575
Fax: 604-924-5573

Financial Services

Maxium Financial Services

5725 Owl Court

North Vancouver, B.C. V7R 4V1

Tel: 604-985-1077

Fax: 888-735-2851

Pacific & Western Bank of Canada

P.O. Box 2000, 40733 Perth Drive

Garibaldi Highlands, B.C. V0N 1T0

Tel: 604-984-7564

Fax: 604-898-3442

Strata Capital Corporation

170-422 Richards Street

Vancouver, B.C. V6B 2Z4

Tel: 866-237-9474

Fax: 866-826-2728

Insurance

BFL Canada Insurance Services Inc.

200 - 1177 West Hastings Street

Vancouver, B.C. V6E 2K3

Tel: 604-696-5541

Fax: 604-683-9316

Hub International Coastal Insurance

401-130 Brew Street

Port Coquitlam, B.C. V3H 0E3

Tel: 604-917-0022

Fax: 604-937-1734

Legal Services

Access Law Group
1700 – 1185 West Georgia Street
Vancouver, B.C. V6E 4E6
Tel: 604-689-8000
Fax: 604-689-8835

C.D. Wilson & Associates
630 Terminal Avenue N.,
Nanaimo, B.C. V8S 4K2
Tel: 250-741-1400
Fax: 250-741-1441

Clark Wilson LLP
800-885 West Georgia Street
Vancouver, B.C. V6C 3H1
Tel: 604-643-3359
Fax: 604-687-6314

Cleveland & Doan
1321 Johnston Road
White Rock, B.C. V4B 3Z3
Tel: 604-536-5002
Fax: 604-536-7002

Miller Thomson LLP
1000-840 Howe Street
Vancouver, B.C. V6Z 2M1
Tel: 604-687-2242
Fax: 604-643-1200

Strata Management & Real Estate

Assertive Property Mgmt. & Real Estate Services Inc.
3847B Hastings Street
Burnaby, B.C. V5C 2H7
Tel: 604-253-5566
Fax: 604-253-5536

Blueprint Strata Management Inc.
1548 Johnston Road, Suite #206
White Rock, B.C. V4B 3Z8
Tel: 604-200-1030
Fax: 604-200-1031

Dodwell Strata Management Ltd.
1701 – 1166 Alberni Street
Vancouver, B.C. V6E 3Z3
Tel: 604-699-5255
Fax: 604-688-3245

Gateway Property Management Corporation
#400-11950-80th Avenue
Delta, B.C. V4C 1Y2
Tel: 604-635-5000
Fax: 604-635-5001

Homelife Glenayre Realty Chiliwack Co. Ltd.
45269 Keith Wilson Road
Chilliwack, B.C. V2R 5S1
Tel: 604-858-7368
Fax: 604-858-7380

Other Sponsor Members

Campbell & Pound Commercial Ltd.

1111 – 11871 Horseshoe Way

Richmond, B.C. V7A 5H5

Tel: 604-270-8885

Fax: 604-270-8045

Homeowner Protection Office

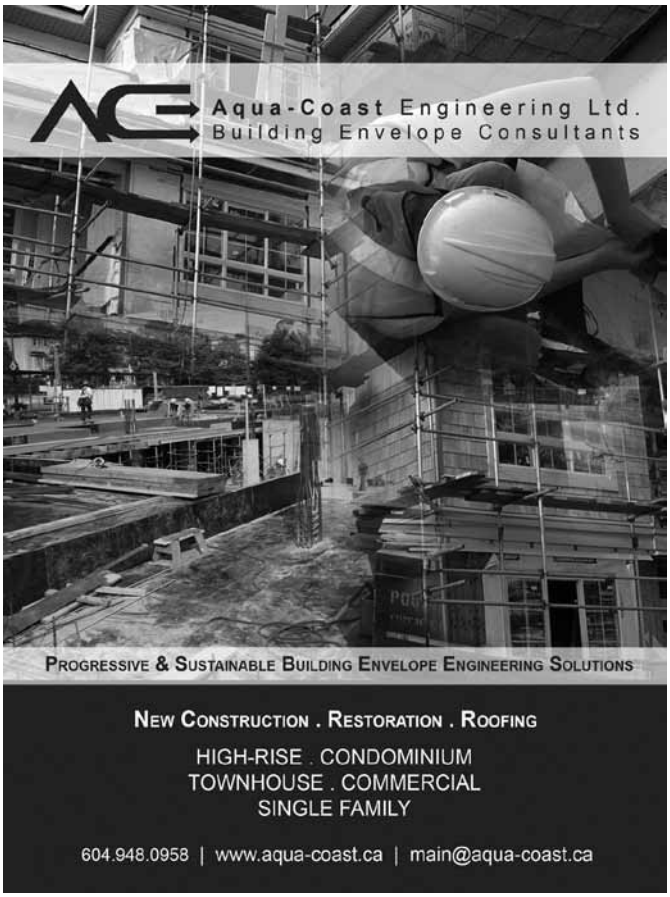
Branch of BC Housing

4789 Kingsway, Suite 650

Burnaby B.C. V5H 0A3

Tel: 604-646-7095

Fax: 604-646-7051



Canadian Condominium Institute – Vancouver Chapter
Advertising Rates 2012/2013

Size	**Members Black & White	**Members *Full Colour
Business Card – 3.33”w x 1.83”h	$50.00	$75.00
¼ Page – 3.5”w x 4.75”h	$125.00	$325.00
½ Page 7.0”w x 4.75”h (Landscape) 9.5”w x 3.5”h (Portrait)	$250.00	$650.00
Full Page – 7.0”w x 9.5”h	$400.00	$950.00
Back Cover		$1,200.00
Artwork Set Up & Design		

***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

Canadian Condominium Institute CCI Institut canadien des condominiums
Vancouver Chapter

MEMBERSHIP APPLICATION

MEMBERSHIP TO JUNE 30, 2013

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

Annual Fee: ☐ **1-50 Units:** $110.00 ☐ **51-100 Units:** $150.00 ☐ **101-200 Units:** $200.00 ☐ **201+ Units:** $250.00

■ PROFESSIONAL MEMBERSHIP

Name: Occupation:

Company:

Address: Suite #:

City: Province: Postal Code:

Phone: ( ) Fax: ( ) Email:

Annual Fee: ☐ $180.00

■ SPONSOR/TRADE SERVICE SUPPLIER MEMBERSHIP

Company:

Name: Industry:

Address: Suite #:

City: Province: Postal Code:

Phone: ( ) Fax: ( ) Email:

Annual Fee: ☐ $300.00

■ INDIVIDUAL CONDOMINIUM RESIDENT MEMBERSHIP

Name:

Address: Suite #:

City: Province: Postal Code:

Phone: ( ) Fax: ( ) Email:

Annual Fee: ☐ $110.00

Cheques should be made payable to: **Canadian Condominium Institute - Vancouver Chapter**
1700 - 1185 West Georgia St., Vancouver, BC V6E 4E6
Tel: 604-689-8000 • Fax: 604-689-8835 • Email: contact@ccivancouver.com