CCI Vancouver Chapter
Condo News

President's Message

President's Message – May, 2013

Where has the time gone? Since our last newsletter which was not that long ago CCI Vancouver has been a flurry of activity which unfortunately resulted in a bit of a delay in getting our spring newsletter out to our members. You will recall that in the last newsletter we reported that our marketing committee had obtained a space at the BC Home & Garden Show. The preparation for this event took dozens of hours just to get thing set up for the Show which was followed by dozens of more volunteer hours to man the CCI booth over 4 days and evenings. While we have not seen the overall attendance numbers yet we expect that 70,000 to 80,000 people attended the Home & Gardens Show and our booth was well situated to attract lots of attention. We had countless inquiries from people asking about CCI Vancouver and who/what we were. We handed out countless application forms and brochures about CCI Vancouver and the value of education in condominiums while at the same time answering hundreds of questions from people who, like so many who come to our educational seminars, wanted to know about bylaw enforcement, depreciation reports, collecting strata fees, noisy neighbours, etc. We collected hundreds of names and e-mail addresses and our marketing committee has been diligently pursuing those individuals about membership opportunities. All in all we consider our participation to be a success and felt that it was an excellent opportunity to market CCI Vancouver and get the CCI brand out into the community.

While we focused on the Home & Garden Show we also put the finishing touches on our first seminar of 2013. It was held on Saturday, February 16, 2013 at the UBC Robson Square campus. We had a full house and spent a half day covering the following topics:

1. Increased insurance costs and how to prevent them; and
2. Depreciation reports.

Thanks again to our speakers from BFL Canada and Morrison Hershfield for their hard work and well-presented topics. Both topics were quite timely and judging by the question and answer period at the end of the presentations they are topics that are of great interest to our strata councils and managers alike. Thanks also to our sponsor who was Power Strata Systems Inc. Our sponsors play a valuable role as CCI Vancouver members and we cannot ever thank them enough for their sponsorship at our educational seminars.

Inside this Issue

As if the month of February was not busy enough we also scheduled and held a very successful lunch & learn on February 6, 2013. Gerry Fanaken, who has been a court appointed administrator on numerous occasions, spoke on the pros and cons of having to go to court to appoint an administrator and the issues faced by him when trying to comply with the terms of his appointment when those terms were perceived to be at odds with what the ownership wanted him to do. Jamie Bleay and Geoff Dabbs identified some of the legal obstacles in the process and identified the test currently used by our courts when considering an application to appoint an administrator. We had a full house and from all accounts all those in attendance were glad for the opportunity for the "lunch" and "learn" which fit nicely within a lunch hour. Thanks again to our First General Property Restoration Specialists who sponsored the lunch.

On April 13, 2013 we held another well attended ½ day educational seminar. This seminar utilized somewhat of an audience participation model and throughout the morning speakers and attendees had the opportunity to interact and talk about such things as:

1. The new Limitation Act;
2. Current court cases and what they mean to the condominium ownership lifestyle; and
3. Sections and types and why they are in the Strata Property Act.

The discussions and Q & A sessions were lively and although the educational seminar was to officially end at 1:00 p.m. there were still people asking questions of the speakers at 2:30 p.m. Thanks to Paul Mendes, Phil Dougan, Shawn Smith and Jamie Bleay (yes, it was an all lawyer panel) for their participation and giving of their time at the seminar. First General Property Restoration Specialists and PowerStrata Systems Inc. were generous sponsors of this educational seminar.

While we put the finishing touches on this newsletter we are also putting the finishing touches on a lunch & learn scheduled for May 22, 2013. The topic will be on the practical solutions to deal with the new Limitation Act. Recovery of strata fees, special levies and other monies due and owing to strata corporations is integral to the ongoing viability and health of strata corporations. We anticipate having a packed house on May 22 as our members learn more about the steps and process to be taken to ensure that limitation periods are not missed when it comes to collecting money owed to a strata corporation or for that matter, pursuing any legal remedies for the benefit of a strata corporation.

Lately there has been a lot of buzz around the upcoming (Fall 2014) implementation of the Civil Resolution Tribunal. The Tribunal will have, as its primary focus, dispute resolution of strata disputes without having to go to court. Alternate dispute resolution is an important tool for strata corporations and will be the topic of a lunch & learn on Friday, June 14, 2013 and a full day seminar on Saturday, June 15, 2013. Deborah Howes, a well-known arbitrator and mediator (and a member of CCI Vancouver) has agreed to speak at the lunch & learn and be the keynote speaker on June 15. Seating will be limited for both and pre-registration will be required. Please note that the venue will once again be at the UBC Robson Square campus with all day parking for only $4.00.

CCI Vancouver is made up of many hard-working volunteers. We continually try to provide as much value as possible for the cost of membership and continue to see incremental membership growth as more and more strata corporations and owners see the value of what CCI Vancouver has to offer. At a recent board meeting the topic of membership growth came up. We discussed what the cost of a condominium corporation membership would be to a 100 unit building and noted that it would cost each owner $1.50 per year or less than fifteen cents a month if his/her building were to become a CCI Vancouver member. If you are reading this newsletter and would like your strata corporation to join consider the "math" and the benefits of membership which include CCI Vancouver and CCI National newsletters and discounted prices for our educational seminars. It really does cost "pennies" to belong to CCI Vancouver and something that might nicely fit within an annual operating budget!

Jamie Bleay – President of CCI Vancouver

CCI - Vancouver Board of Directors - 2012/2013

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DEPRECIATION REPORTS AND COLLECTIONS

BY JAMIE A. BLEAY, LLB

ACCESS LAW GROUP

Some time ago a strata council member came up to me after a seminar that I was a speaker at was over and asked me why it was that his strata corporation needed a depreciation report. He said that his strata corporation had a healthy contingency reserve fund (I did not ask how much) and had been very good at complying with the repair and maintenance requirements of section 72 of the *Strata Property Act* (the "Act"). As far as he knew they had no building envelope problems and everything seemed to be in good working order. That's when I asked him if he knew exactly what the "inventory", as that term is used in the regulations to the Act, was for his building and had there been a proper evaluation of the condition and estimated service life of the inventory. I then explained to him that it was more likely than not that his strata corporation reacted to repair and maintenance issues once they happened rather than implement a plan and report to estimate the repair and replacement cost for major items in his building, including common property, common assets and those parts of a strata lot or limited common property, or both, that the strata corporation is responsible to maintain or repair under the Act, the strata corporation's bylaws or an agreement with an owner, and put in place the funding models to accomplish this. He nodded at this and said he would get to work on persuading his strata corporation to move forward with obtaining a depreciation report.

While the idea of depreciation reports in British Columbia is not new the requirement to have a depreciation report became "mandatory" by Order of the Lieutenant Governor in Council (by Order in Council No. 623) on December 13, 2011 when certain sections of the *Strata Property Act* came into force, including full scale amendments to section 94 of the Act. Back in 1998 when the current Act was first proclaimed (it did not come into force until July 1, 2000) section 94 existed but in a much more muted way. At that time (and until December 13, 2011) section 94 stated:

(1) The strata corporation may prepare a depreciation report estimating the repair and replacement cost for major items in the strata corporation in the life of those items to assist it in determining the appropriate amount of for the annual contribution to the contingency reserve fund.

(2) A depreciation report may contain information based on the guidelines for depreciation reports as set out in the regulations and may be in the prescribed form.

Section 94 now states:

94 (1) In this section, "**qualified person**" has the meaning set out in the regulations.

(2) Subject to subsection (3), a strata corporation must obtain from a qualified person, on or before the following dates, a depreciation report estimating the repair and replacement cost for major items in the strata corporation and the expected life of those items:

(a) for the first time, the date that is 2 years after the coming into force of this section;

(b) if the strata corporation has, before or after the coming into force of this section, obtained a depreciation report that complies with the requirements of this section, the date that is the prescribed period after the date on which that report was obtained;

(c) if the strata corporation has, under subsection (3) (a), waived the requirement under this subsection to obtain a depreciation report, the date that is the prescribed period after the date on which the resolution waiving the requirement was passed.

(3) A strata corporation need not comply with the requirement under subsection (2) to obtain a depreciation report on or before a certain date if

(a) the strata corporation, by a resolution passed by a 3/4 vote at an annual or special general meeting within the prescribed period, waives that requirement, or

(b) the strata corporation is a member of a prescribed class of strata corporations.

(4) A depreciation report referred to in subsection (2) must contain the information set out in the regulations.

Previously there was no requirement to obtain a depreciation report under any circumstances. It is now mandatory for strata corporations to obtain depreciation reports to estimate the repair and replacement cost of major items in the strata corporation and the expected life of those items [see section 94(2)] unless the requirement is waived [see section 94(3(a) and section 6.2(7)(c) of the regulations] by a ¾ vote every year OR the strata corporation is within a prescribed class of strata corporations.

The regulations [section 6.2(8)] exempt strata corporations "for so long as there are fewer than 5 strata lots in a strata plan". Note: this exemption likely also applies to phased strata plans with a first phase of fewer than five strata lots.

So in lay terms what is a depreciation report? It is a report or a plan that will allow strata corporations to identify a list of the physical component inventory or assets that they are responsible for under the Act and regulations, identify the estimated service life of the inventory, including repair and replacement costs of the inventory, or major items as that term is used in section 94, and how the repair and replacement costs are to be funded. Note: There is no definition in the SPA or the regulations for "major items".

The amendment to section 6.2(1)(a) of the regulations states that the depreciation report must have "a physical component inventory and evaluation that complies with subsection (2)". Section 6.2(2) of the Regulations states:

(2) For the purposes of subsection (1) (a) and (b) of this section, the physical component inventory and evaluation must

(a) be based on an on-site visual inspection of the site and, where practicable, of the items listed in paragraph (b) conducted by the person preparing the depreciation report,

(b) include a description and estimated service life over 30 years of those items that comprise the common property, the common assets and those parts of a strata lot or limited common property, or both, that the strata corporation is responsible to maintain or repair under the Act, the strata corporation's bylaws or an agreement with an owner, including, but not limited to, the following items:

(i) the building's structure;

(ii) the building's exterior, including roofs, roof decks, doors, windows and skylights;

(iii) the building's systems, including the electrical, heating, plumbing, fire protection and security systems;

(iv) common amenities and facilities;

(v) parking facilities and roadways;

(vi) utilities, including water and sewage;

(vii) landscaping, including paths, sidewalks, fencing and irrigation;

(viii) interior finishes, including floor covering and furnishings;

(ix) green building components;

(x) balconies and patios, and

(c) identify common property and limited common property that the strata lot owner, and not the strata corporation, is responsible to maintain and repair.

Is the list of the "physical component inventory" in section 6.2(b) of the regulations meant to be an exhaustive list of "major items"? Are elevators to be included or excluded? Does "plumbing" include hot and cold water and sewage? The likely answer is yes and that it will be better to include more rather than less in the report that is designed to help strata corporations plan and budget for anticipated future repair, maintenance and replacement costs, as common expenses, over a period of 30 or more years. It has as a long term goal financial stability based on knowing what maintenance and repairs are required and how the maintenance and repairs (and replacement of items) will be funded through the contingency reserve fund, better management of the physical plant that is the common property and common assets of a strata corporation and increased marketability for potential buyers.

When must the depreciation reports be obtained? Section 94(2)(a) of the SPA states that the report is required (for the first time) 2 years after the coming into force of section 94 – meaning the first report is required on or before December 12, 2013. Thereafter the depreciation report (updated) is required every 3 years [per section 6.2(7)(a) of the regulations] and pursuant to section 6.2(2)(a) of the regulations, must be based on an on-site inspection.

If a strata corporation waives the requirement under section 94(2)(c) of the SPA, section 6.2(7) of the regulations states that a depreciation report is required within 18 months from the date the ¾ vote resolution was passed to waive the requirement (assuming there is not another waiver in the intervening time).

Who is a "qualified person"? Section 6.2(6) of the regulations states:

(6) For the purposes of section 94 (1) of the Act, "**qualified person**" means any person who has the knowledge and expertise to understand the individual components, scope and complexity of the strata corporation's common property, common assets and those parts of a strata lot or limited common property, or both, that the strata corporation is responsible to maintain or repair under the Act, the strata corporation's bylaws or an agreement with an owner and to prepare a depreciation report that complies with subsections (1) to (4).

Who will you choose? An architect, an engineer, a contractor or? The key will be to ensure that the person has the knowledge, skill, expertise and education to fit within the definition and be able to provide the most comprehensive report that must include:

(i) a summary of repairs and maintenance work for common expenses respecting the items listed in subsection 6(2) that usually occur less often than once a year or that do not usually occur; and

(ii) a financial forecasting section that complies with the regulations, including three cash-flow funding models [per section 6.2(3) and (4) of the regulations].

The qualified person's qualifications, whether or not they have errors & omissions insurance (Note: Choose those that do have this insurance coverage), the relationship between that person and the strata corporation (ie. is that person an employee of the strata corporation, an existing contractor or an owner in the building who also happens to be a "qualified person"), the date of the report and any other factors or analysis that is relevant to the report are to be included in the report.

Section 6.2 also deals with the funding of depreciation reports. At least three cash flow funding models are required to comply with section 6.2(1)(c) of the regulations [financial forecasting]. Anticipated costs are projected over 30 years and the cash flow funding models can include:

- Balance of the CRF and anticipated contributions and withdrawals from the CRF [section 6.2(4) of the regulations]
- Funding from special levies;
- Funding from borrowing.

Funding of the anticipated repairs, maintenance and replacement, as described in the cash-flow models, **is not** mandatory. Section 6.2(5) of the regulations does state that any contributions to the CRF based on a depreciation report become part of the CRF and can be spent for any purpose set out in section 96 of the Act.

What comes after the depreciation report?

Let's assume that you have obtained a depreciation report. That's great. You have gathered all necessary records and documents, such as budgets and financial statements, engineering reports, historical repair/replacement invoices, service/maintenance manuals and service contracts, insurance policies and appraisals, the strata plan, any existing as-built plans, agreements with strata lot owners regarding common property and limited common property alterations, limited common property designations, etc. and hired a "qualified person" who has prepared and presented to you what is now one of the most important documents that a strata corporation is required to obtain. And now pursuant to section 59 of the Act the depreciation report must be disclosed to any "owner, purchaser or a person authorized by an owner or purchaser" who makes a request for an Information Certificate. All of a sudden your strata corporation now has to disclose a detailed plan that identifies all that is good, bad or otherwise with the inventory/major items to potential purchasers into your building! After the depreciation report comes the gnashing of teeth each time it is disclosed to an individual and purchasers, real estate agents, insurance companies and banks who will all likely place great importance on the accuracy of the contents of your depreciation report.

While the accuracy of the depreciation report is important of equal or greater importance is having in place an accurate financial forecasting section (see section 6.2(3) of the regulations) that is to include AT least 3 cash-flow models for the CRF relating to the maintenance, repair and replacement over 30 years, beginning with the current or previous fiscal year of your strata corporation, of the items listed in your physical component and inventory section (see section 6.2(2) of the regulations.

Not much is said in the regulations about the funding models other than the cash flow funding models can include:

- Balance of the CRF and anticipated contributions and withdrawals from the CRF [section 6.2(4) of the regulations]
- Funding from special levies;
- Funding from borrowing.

Leaving aside the new regulations regarding funding of the CRF what you need to consider when looking at funding models is whether the minimum period of 30 years is preferable or is a longer period of time (depending on the age and condition of your building) worth looking at. In addition, it is important to know the risk tolerance of the owners and how that impacts on the amount and timing of upcoming expenditures required by the depreciation report. In addition, you will need to consider the impact interest rates and inflation have on the CRF balance from year to year as.

Generally speaking any funding scenario will need to take into account all of the forecasted expenses, identify any "highs" and "lows" in the forecasted expenses and attempt to identify the actual contributions required (for the models) to ensure that an unexpected deficit does not occur.

At a recent CCI seminar on depreciation reports one of the presenters [1]stated that there should be at least 3 funding scenarios which were as follows:

1. Fully funded/inflation matched (no special levies);
2. Current contribution approach and special levies; and
3. Alternate scenarios between scenario # 1 and scenario # 2 (phase-in contribution increase and smaller/less frequent levies.

Another consideration somewhat related to risk tolerance is the demographics of the ownership and the historical rate of ownership turnover within a strata corporation. The more stable the ownership the more willing they may be to agree to a more aggressive funding model than in a building with a high amount of turnover. At the end of the day the funding model will need to be fair and balance the interest of present and future owners as well as take into account the upper limits of monthly contributions toward the CRF and the extent to which the owners will likely be able to pay for future special levies. It will also need to be flexible and consider, with the help of the qualified person who prepared the depreciation report,

[1]Kevin Grasty – Halsall Associates

whether there are any options that might allow a strata corporation to keep CRF contribution increases stable. For example, if a major item is, according to the report, at the end of its service life but is still performing adequately, can the replacement of this item be deferred for a further period of time. CRF contributions as a source of funding is unavoidable; how much the CRF contributions will need to be and whether or not some expenditures can be reduced, deferred or avoided completely will be the subject of a moving target which will revisited every 3 years after the initial depreciation report is obtained.

While the Act does not make it mandatory for strata corporations to implement the funding component of a depreciation report once they obtain the report the funding is for all practical purposes the next logical step to take. Provided the plan is updated every 3 years and the repair/replacement programs are properly managed the implementation of the plan will (subject to possible funding issues) greatly assist strata corporations manage its common property and common assets.

How might depreciation reports (or lack thereof) impact on property values?

While it is early days in B.C. suffice it to say that unless a strata corporation is exempt from the requirements of a depreciation report or annually waives the requirement to obtain a depreciation report depreciation reports are now mandatory in B.C. In order to be effective depreciation reports will need to be accurate and thorough. Keeping in mind that a depreciation report now has to be disclosed pursuant to section 59 of the Act the existence of a good depreciation report will more likely than not have a positive impact on the value of strata lots, especially in a competitive real estate market. A thorough and well-prepared depreciation report will identify the need for significant expenditures over the 30 (or 40 or 50) year period captured by the report and will include 3 cash-flow funding models that will identify and establish the manner in which the current and future repair and replacement costs will be funded. The report will take the guess work out of trying to determine the accuracy and transparency of strata council minutes and will identify any and all repair, maintenance and replacement issues for the major items for a building. The report will, if properly implemented give owners and purchasers comfort in knowing that there is an adequate funding plan in place and what their ongoing costs will be regardless of how long they plan to own their strata lot. Without a report the prospect of future special assessments to pay for a significant repair of a major item or to replace a major item is unknown.

With a report in hand a purchaser and his/her mortgage provider can see what the purchaser's costs of ownership will be moving forward. Implementation of the report should help to extend the serviceable life of the major items through the maintenance plan in the report and maintain if not improve the exterior and interior condition of the building and its components to create a kind of "street appeal" for purchasers, mortgage providers and insurance providers. This should provide a significant level of certainty that there will not be any "surprises" in the way of unforeseen special assessments and likely have a positive rather than a negative impact on a mortgage provider's decision to approve a mortgage. While the fear of increased monthly contributions and periodic special levies to fund the repair and replacement costs is real and may scare away some purchasers over time strata corporations that have depreciation reports in hand and who have taken steps to fund the repair and replacement costs will be better served than those that do not have a depreciation report or if they do have not taken steps to fund the anticipated costs. A good report should help sustain or even increase property values when it is evident that the strata corporation has a viable plan in place and is financially committed to the plan. Once owners buy into the idea of obtaining a depreciation report and agree to fund the repair/replacement plan it will no longer be necessary to convince them that consistent low fees is a good thing!

Collection of contributions and special levies:

It's one thing to get 75% of the owners to buy into obtaining and paying for a depreciation report and to get them to agree to pay more in monthly contributions and periodic special levies. It is another thing to successfully collect and recover those contributions (monthly common expenses and/or special levies) to fund the plan. However, if arrears of these contributions are allowed to build up several things come into play. Firstly any strata corporation in this predicament will start to fall behind in funding the repair and replacement plan. Secondly owners who are not in default in making their contributions will, if the funding plan is a critical stage, have to make additional contributions to make up for the "shortfall". Thirdly word may get out to realtors and mortgage providers that there are "money" problems and this could impact on the perceived value of the building.

So what does the Act say about monies due and owing to a strata corporation? The collection of money due and owing by an owner to a strata corporation is generally covered by Division 6 of the Act. Division 6 states:

Division 6 — Money Owing to Strata Corporation

Notice to owner or tenant of money owing to strata corporation

112 (1) Before suing or beginning arbitration to collect money from an owner or tenant, the strata corporation must give the owner or tenant at least 2 weeks' written notice demanding payment and indicating that action may be taken if payment is not made within that 2 week period.

(2) Before the strata corporation registers a lien against an owner's strata lot under section 116, the strata corporation must give the owner at least 2 weeks' written notice demanding payment and indicating that a lien may be registered if payment is not made within that 2 week period.

Notice to mortgagee

113 If a mortgagee has given the strata corporation a Mortgagee's Request for Notification under section 60, the strata corporation

(a) may give the mortgagee written notice that the strata lot owner has failed to pay money owing to the strata corporation for more than 60 days, and

(b) must give the mortgagee a copy of any notice given to the owner under section 112.

Disputed debt

114 (1) If there is a dispute over whether an owner or tenant owes money to the strata corporation, the owner or tenant may pay the disputed amount

(a) into court if court proceedings have been started and the Rules of Court allow payment into court, or

(b) to the strata corporation to hold in trust if the matter has been referred to arbitration or if court proceedings have been started.

(2) On receipt of an amount under subsection (1) (b), the strata corporation holds the money and any interest on the money in trust for the parties to the dispute until the dispute is resolved.

(3) After the dispute is resolved, the strata corporation must pay the amount to the party entitled to it as set out in the decision of the court or arbitrator.

Certificate of Payment

115 (1) Within one week of the request of an owner or purchaser, or a person authorized by an owner or purchaser, the strata corporation must give the person making the request a Certificate of Payment in the prescribed form if

(a) the owner does not owe money to the strata corporation, or

(b) the owner does owe money but

(i) the money claimed by the strata corporation has been paid into court, or to the strata corporation in trust, under section 114, or

(ii) arrangements satisfactory to the strata corporation have been made to pay the money owing.

(2) The certificate is current for the purposes of section 256 for a period of 60 days from the date it is issued.

(3) The strata corporation may charge a fee for the certificate, but the fee must not exceed the amount set out in the regulations.

(4) In completing the certificate, the strata corporation may include money owing in respect of

(a) the matters set out in section 116, and

(b) fines and the costs of remedying a contravention of a bylaw or rule charged against the owner or fines and costs for which the owner is responsible under section 131.

(5) A certificate must not include claims of damages against an owner which have not been determined by a court or by arbitration.

Certificate of Lien

116 (1) The strata corporation may register a lien against an owner's strata lot by registering in the land title office a Certificate of Lien in the prescribed form if the owner fails to pay the strata corporation any of the following with respect to that strata lot:

(a) strata fees;

(b) a special levy;

(c) a reimbursement of the cost of work referred to in section 85;

(d) the strata lot's share of a judgment against the strata corporation;

(e) [Repealed 1999-21-25.]

(2) The strata corporation may register a lien against any strata lot, but only one strata lot, owned by an owner as owner developer, by registering in the land title office a Certificate of Lien in the prescribed form if the owner developer fails to pay an amount payable to the strata corporation under section 14 (4) or (5), 17 (b) or 20 (3).

(3) Subsections (1) and (2) do not apply if

(a) the amount owing has, under section 114, been paid into court or to the strata corporation in trust,

(b) arrangements satisfactory to the strata corporation have been made to pay the money owing, or

(c) the amount owing is in respect of a fine or the costs of remedying a contravention.

(4) On registration the certificate creates a lien against the owner's strata lot in favour of the strata corporation for the amount owing.

(5) The strata corporation's lien ranks in priority to every other lien or registered charge except

(a) to the extent that the strata corporation's lien is for a strata lot's share of a judgment against the strata corporation,

(b) if the other lien or charge is in favour of the Crown and is not a mortgage of land, or

(c) if the other lien or charge is made under the Builders Lien Act.

(6) On receiving the amount owing, the strata corporation must within one week remove the lien by registering in the land title office an Acknowledgment of Payment in the prescribed form.

Forced sale of owner's strata lot to collect money owing

117 (1) After the strata corporation has registered a Certificate of Lien against a strata lot, the strata corporation may apply to the Supreme Court for an order for the sale of the strata lot.

(2) If the strata corporation has obtained a judgment for the amount owing, the court may, after considering all the circumstances, make an order for the sale of the strata lot.

(3) If the strata corporation has not obtained a judgment for the amount owing, the court may try the issue and may

(a) order that judgment be entered against the owner in favour of the strata corporation for the amount of the lien or for an amount that the court, as a result of the trial, finds owing, and

(b) if judgment is entered against the owner, make an order for the sale of the strata lot after considering all the circumstances.

(4) An order for the sale of a strata lot must provide that, if the amount owing is not paid within the time period required by the order, the strata corporation may sell the strata lot at a price and on terms to be approved by the court.

Costs added to amount owing

118 The following costs of registering a lien against an owner's strata lot under section 116 or enforcing a lien under section 117 may be added to the amount owing to the strata corporation under a Certificate of Lien:

(a) reasonable legal costs;

(b) land title and court registry fees;

(c) other reasonable disbursements.

What does this all mean to a strata council faced with mounting strata fees and/or special levies associated with the funding of a depreciation report? It means that there is a process akin to a "foreclosure" process that enables a strata council to pursue recalcitrant owners for monies due and owing, including interest (see section 6.8 of the Regulations which now permits a maximum rate of 10% to be charged on outstanding strata fees and special levies if provided for in a bylaw) and that these amounts, including the costs under section 118 of the Act, are "lienable" and rank in priority to most other financial charges.

As for process, the initial demand pursuant to section 112 of the Act may do the job. If not, you will likely need to retain the services of a lawyer to take the steps (once the lien if registered) to collect the amounts due and owing AND, if the matter proceeds to court, to obtain judgment for the amounts due and owing, including court costs, and an order for sale in the event the owner (or the owner's bank) does not "redeem" the property by paying the amount due and owing. On rare occasions it is necessary for a strata council to engage a real estate agent and list the owner's property for sale pursuant the order for sale and go to court to have the sale approved, after which the strata corporation will ultimately recover the amounts it is owed from the net sale proceeds! Although many Judges refer to this entire collection process as "draconian", it is a very useful and effective way for strata corporations to recover strata fees and special levies so that the funding of a depreciation report can be maintained.

CASE COMMENT:

The case of LMS 2768 v. Jordison has been before the courts for many years now. Ms. Jordison and her son have been found in breach of the strata bylaws and previously had been ordered to sell their unit. A Court of Appeal ruling in July 2012, set aside the order for sale, but clearly left open the strata's option to apply for that sale order once more, if the behaviour of the Jordisons did not improve. [The complaints against the Jordisons were for hundreds of trivial nuisance behaviours, but that cumulatively, these incidents had made life insufferable for many owners in the building]

The Strata re-applied to go back before Mr. Justice Blair, who had provided the original order to sell in the BC Supreme Court, as the behaviour of the Jordisons did not improve. With the Court of Appeal ruling in one hand and the further affidavit materials of the strata in the other; Mr. Justice Blair found that the Jordisons had not only breached the strata bylaws, but also the order of the court. They were thus liable not only for a remedy regarding the bylaw infractions but also for contempt of court.

Mr. Justice Blair considered the options he had; further orders, fines or even jail time for the contempt. In the end he once again determined that the only feasible alternative open to him was to require the Jordisons to leave the strata. He ordered vacant possession of the Jordison's unit be provided to the Strata, and an immediate sale of the unit. Non-compliance by the Jordisons would mean arrest by the RCMP.

The Jordisons again sought the intervention of the Court of Appeal asking for a stay of the order (postponing its effect) and a dismissal of the Supreme Court order. The Chambers Judge in the Court of Appeal denied the application, but did allow a stay of the sale portion of the order until the Appeal can be heard in full.

On appeal of that order, a division of the Court of Appeal (three judges) refused to allow a stay of the vacant possession order and said that the Jordisons had not participated in any of the hearings in the Supreme Court, and the Strata's position was therefore "unassailable".

The Jordisons vacated their unit on April 30, 2013. The Strata has control of the unit, and it will remain empty until the appeal of Mr. Justice Blair's order is heard or by agreement between the parties as to a sale.

CASE COMMENT:

Sections 83 – 85 of the *Strata Property Act* deal with orders from public or local authorities regarding strata, or strata lot property. The Strata must comply with such orders, and is empowered by the Act to do work in the shoes of an owner ordered by a local authority to repair an issue, but who does not comply.

This is very useful when the issues are serious and matters of building safety, fire risk and the like are the concerns. In a recent ruling the Supreme Court provided a strata with a companion order to an order of the municipality to rewire and return a unit to its original configuration. The order read in part:

THIS COURT ORDERS that:

1. The Owner is to vacate the Lands and Premises, and remain out of the unit until such time as the City provides approval for re-occupation.
2. the Strata Corporation retain all trades and professional or consultants as are necessary to ensure the repairs and actions described in the City Order (the "Work") are completed quickly, as per the *Building Code*, and in a good and workman like manner.
3. the Strata Corporation retain a moving company and crew to remove and transport to secure storage, all of the personal chattels of the Owner as part of the Work required, and to return the same upon completion of the Work.
4. the Strata Corporation obtain all necessary approvals and permits required in the City Order to insure the safety of all the owners before any re-occupation.
5. the Strata Corporation be at liberty to change the locks if need be and not provide a key to the Owner until after the approved completion of the Work.
6. the Strata Corporation provide the Owner, if the Owner has no access to alternative accommodation, with accommodation at a hotel or motel near the Lands and Premises, until the Work is approved complete by the City of Burnaby.
7. any peace officer, including any RCMP officer, having jurisdiction in the province of British Columbia who on reasonable grounds believes that the Owner is in breach of the terms of this order may immediately arrest the Owner and bring her before the court on the next court day following the arrest to be dealt with on an inquiry to determine whether she has committed a breach of the order granted.
8. all expenses incurred to complete the Work and to fully comply with the City Order, specifically, but not limited to, the expenses arising from paragraphs 2, 3, 4, 5, and 6, of this Order be reimbursed to the Strata Corporation from the Owner, (the "Expenses") as contemplated by s.85(4) of the *Strata Property Act.* (the "*Act*")
9. An Order that, if upon demand and two weeks' notice, the Owner does not reimburse the Strata Corporation the Expenses; the Strata Corporation shall be a liberty to proceed under sections 112 - 118 of the *Act* to lien the Owner's property and apply by petition to the Court for an order for personal judgement against the Owner and conduct of sale of the Lands and Premises to satisfy the Expenses incurred to complete the Work.

This order empowered the Strata to make the repairs necessary to make the building safe; but ultimately the owner, who had put the building at risk, will bear all the cost.

STRATA CORPORATIONS AND THE NEW LIMITATION ACT

By Shawn M. Smith

Cleveland Doan LLP

The application of limitation periods has generally not been given much consideration in the strata community. That is set to change in the very near future. Effective June 1, 2013, a new Limitation Act comes into force in British Columbia. It will dramatically shorten the time within which claims must be pursued or else they will be lost. These changes will certainly have an impact on strata corporations.

What is a Limitation Period?

A "limitation period" is the time within which one must file a claim in court in order to assert a right, collect money or seek to be awarded damages. If one fails to file their claim within that time period, their right to pursue the claim disappears.

Under the previous *Limitation Act*, there were a variety of different limitation periods. Claims relating to injury to a person or physical damage to property were subject to a two year limitation period. However, most claims (particularly those based on breach of contract or negligence) were subject to a six year limitation period. Other claims, such as for recovery of property subject to a trust, were subject to a much longer period.

In all but a few instances, any claims that a strata corporation had against an owner were resolved within the six year period and the issue of whether a claim was statute barred rarely ever arose.

As a result of a desire to simplify the limitation regime as well as to bring British Columbia's legislation in line with other provinces, the government enacted a new *Limitation Act* which becomes effective on June 1, 2013. It provides for a basic limitation period of two years, commencing on the date the claim is "discovered". There is an ultimate 15 year limitation period after which no claim can be brought, regardless of the fact that it might not have been discovered.

The new limits apply to arbitration proceedings in the same manner as a court action. Such proceedings must also be brought within two years of discovery.

Where someone obtains a judgment, they will have 10 years within which to enforce that judgment.

What does it apply to?

The new *Limitation Act* and the time limits set out in apply to all "claims". A "claim" is defined as "a claim to remedy an injury, loss or damage that occurred as a result of an act or omission." In other words, something you want a court to put right.

Sections 2 and 3 of the new *Limitation Act* set out a series of things to which the limits set out in the act do not apply. Generally speaking they have to do with the claims relating to the possession of land, matters which do not affect third parties, claims regarding sexual assault and applications for judicial review of decisions by administrative bodies. It also does not apply where another statute, such as the *Local Government Act*, sets its own limitation period.

Claims which were discovered prior to June 1, 2013 will be subject to the periods under the old act.

"Discovering a Claim – the start of the Limitation Period"

The limitation period begins from the date a claim is "discovered".

Pursuant to s.8 of the new *Limitation Act* a claim is considered to have been "discovered" on the first day a person knew, or ought to have known, the following:

(a) that injury, loss or damage occurred;

(b) that the injury, loss or damage was caused by or contributed by an act or omission;

(c) that the act or omission was that of the person against whom the claim is or may be made; and

(d) having regard to the nature of the injury, loss or damage, a court proceeding would be an appropriate means to seek a remedy for the injury, loss or damage.

In most cases this will be the date that the event happened. It should be noted that the exact value of the loss or damage need not be known; simply that there will be a loss. There are certain circumstances in which the discovery date will be postponed, but they would likely never apply in a strata setting thus they will not be reviewed here.

Where a person acknowledges liability for something (either by way of a letter or an email) the limitation period will begin on that date. Strata managers and strata councils should be every careful in how they word their correspondence. Owners should be careful as well when corresponding about fines or chargebacks. An admission that one owes money, just not the amount claimed could start the period running again.

In *Strata Plan LMS 2940 v. Squamish Whistler Express & Freight* 2010 BCCA the court held that the limitation period within which to bring a claim could be extended by up to 20 days in the case of a strata corporation in order to allow it to bring a ¾ vote to approve the action. However, that decision rested on the wording of s.6(4) of the previous act which delayed the running of the limitation period until certain facts where known. Given the language of s.8 of the new Limitation Act that case is distinguishable. The vote to authorize the litigation would have to take place before the two years is up.

Effect on strata corporations

The change to a two year limitation period will have an impact on strata corporations primarily in regard to collecting monies owed to it by owners. It will also affect claims it may have against third parties such as trades who may have improperly completed work.

Strata Fees/Special Levies

In terms of strata fees and special levies that are unpaid, this means that strata corporations must take court action (either in Small Claims Court to obtain a judgment or in Supreme Court to enforce a lien) within two years of the date the fees or levy were first due and payable. Merely filing a lien within that time period would not be enough as it would not constitute a "court proceeding", which is what is referred to under s.6 of the new *Limitation Act.*

If steps are not taken within the two years to pursue a remedy through the courts, the strata corporation's right to claim those monies, whether through a lien, a Form F or a court proceeding will be lost. A failure to act in time, resulting in lost money, may give rise to questions as to whether the strata council met its duty under s. 31 of the *Strata Property Act* ("SPA") to act prudently. Strata managers who fail to advise strata council's to take action within that period may be found to have been negligent.

Fines

With regard to fines, the two year period would arguably commence on the date the fines were imposed. Prior to that there was no obligation on the part of the owner to pay the fine, thus there could have been no "injury, loss or damage" before then. This means that it is no longer a viable option (if it ever was) to simply impose fines for months on end in response to a bylaw violation. At some point those fines will become uncollectable, reducing their value as a deterrent. Fines can no longer simply be left in anticipation of collecting them when an owner sells. If they remain on a ledger, uncollected, for more than two years, they will become uncollectible.

Insurance deductibles, chargebacks and bylaw enforcement costs.

Steps to collect insurance deductibles (imposed under s.158(2) of the SPA) and "chargebacks" (usually imposed pursuant to the bylaws) should be taken within two years of the date of the incident that gave rise to the costs being incurred. Most times the basic facts relating to "discovering" the claim are known, just not the particular details. This is important to keep in mind since the costs, particularly deductibles, are often not invoiced until several months afterwards. By then the limitation period may be almost half over.

Amounts charged to an owner under s.133 of the SPA are more difficult to deal with. Do they fall in the category of fines or are they more akin to chargebacks? Does the two year period run from

when the costs were imposed on an owner? From the date they were incurred? Or from the date the strata corporation was aware of the breach of the bylaw? Since the new Limitation Act is not specific to strata corporations this particular question is left unanswered by it.

In *Channa v. Carleton Condominium Corp. No. 429* 2011 ONSC 7260, a case dealing with unauthorized alterations to common property, the Ontario Superior Court of Justice held that the limitation period began to run when the strata corporation became aware of the breach and that it would incur costs in relation to the same. Given the similarity between the British Columbia legislation and that of Ontario, the same decision would likely be reached by a court here. Thus it is safest to commence calculating the two year period once the breach of the bylaw is confirmed by the strata corporation.

Claims against third parties

Another common scenario faced by strata corporations is the discovery of defective work done by a contractor that has caused damage or that will have to be redone. It will be important to keep in mind that if the strata corporation intends to seek to recover those costs from the person who did the shoddy work, they will have to do so within two years of discovering the problem.

Section 23 of the *Insurance Act* requires an insured to sue within two years of when the insured knew or ought to have known the loss or damage occurred, to enforce coverage.

Section 285 of the *Local Government Act* requires any claim against a municipality to be brought within 6 months of when the claim arose. Section 286 requires written notice of the claim to be given to the municipality within 2 months of when the claim arose.

Claims against owners

We must also consider the impact the new *Limitation Act* on claims that don't involve money, such as seeking an order to enforce under s.173 of the SPA that an owner comply with a bylaw. Arguably such a court proceeding is subject to the two year limitation period given that none of the exemptions set out in Sections 2 and 3 of the new Limitation Act refer to the type of orders contemplated in s.173. However, that period *may* not ever start to run.

The SPA and the Standard Bylaws create a distinction between continuing and repeated contraventions. The difference was explained by the court in *Strata Plan VR 2000 v. Grabarzcyk* 2006 BCSC 1960. A continuing contravention is one that starts and carries on without interruption, such as renting a strata lot contrary to a rental prohibition bylaw. A repeated contravention is a series of distinct events which are similar in nature, such as noise complaints.

In *British Columbia (Securities Commission) v. Bapty* 2006 BCSC 638 the B.C. Supreme Court considered the issue of the application of the running of a limitation period in the context of securities violations. At paragraph 36 it cited with approval the principle that "Where there is a finding that there is a continuing contravention, the limitation period does not begin to run until the entire "transaction" is complete and discrete activities that occur outside of the limitation period are not statute barred if they form part of the same transaction as events falling within the limitation period." If that same principle were to be applied to strata corporations, the limitation period would not begin to run where there were a series of repeated contraventions of the same nature until the last event.

Continuing contraventions (such as renting a strata lot contrary to a rental prohibition bylaw) are a different story. The specific reference in section 8 of the new *Limitation Act* to the "first day" would arguably mean that the strata corporation must bring an action within two years of the breach first occurring. Such an interpretation would be consistent with the overall intention of the act to make people act on their rights sooner than later. In *Toronto Common Elements Condominium Corporation No. 1508 v. Stasyna* 2012 ONSC 1504 the court, in considering whether the statutory limitation period applied to forcing an owner to remove an unauthorized alteration from the common property, gave approval to the principle that the limitation period began to run when the non-compliance was discovered. It also recognized that there was a distinction between compliance with the act and compliance with the condominium's declaration (i.e. bylaws) in that the limitation period applied to the enforcement of the declaration, but not the act itself.

It will remain to be seen how the limitation period will be applied in British Columbia to such cases. Until then strata corporations should not delay in taking enforcement steps lest the stricter standard becomes the one to be applied.

Claims by owners

The same principles as discussed above, will also apply to owners who wish to sue the strata corporation to recover money they say the strata corporation owes to them. Owners will have two years, starting on the date the injury, loss or damage occurred, to do so.

The same questions as discussed above arise regarding claims that an owner may have against the strata corporation for a failure to comply with the act or the bylaws or for significant unfairness. Will the two year period apply starting from when an owner became aware of the breach or will the period never start? In my view where the non-compliance is on-going, the period will not start to run. However, where there is a discrete act (i.e. expenditure from the Contingency Reserve Fund without approval) the limitation period will run from when the owners knew or ought to have known of the breach. The application of the limit in that manner will help bring the certainty that the new legislation seeks.

Conclusion

The end result of these changes is that both strata councils and strata managers will need to be diligent about pursuing matters and make sure that proper diary systems are in place so that deadlines are not missed.

This paper is intended for information purposes only and should not be taken as the provision of legal advice. Shawn M. Smith is lawyer whose practice focuses on strata property law. He frequently writes and lectures for a variety of strata associations. He is a partner with the law firm of Cleveland Doan LLP and can be reached at (604)536-5002 or shawn@clevelanddoan.com.

HOARDING IN CONDOMINIUM

BY: Michele Farley, CCI (Hon's)

Hoarding and excessive accumulation of volumes of materials (potential early stages of hoarding) within residential suites is fast becoming a more recognized safety hazard in most condominiums. The challenge for condominium boards remains working within the grey area of whether the corporation is responsible to take action and if so, what actions to take and when to take essential steps to communicate, evaluate and potentially mitigate the risk.

What liability does the board have when making the choice to take action or not to take action?

Similar to so many resident related circumstances that face boards the answer is rarely definitive. Consider weight restrictions for dogs. If a dog increases in size over the years and eventually tips the scales over the condominium limit for size or weight; does the dog have to go? What steps are taken by the board and when? This may depend on the specific condominium rule language; how long the dog has been in the building, whether there has been a complaint, whether other factors raise concerns in regards to this particular dog. The clear difference between a growing dog and a growing accumulation of belongings and materials in a resident's suite is the potential impact on building and life safety. All rules are important and generally impartially imposed, however a fat dog may stretch the rules but a significant hoarder can elevate the risk to safety for themselves and potentially everyone in the building. How and when you take action for hoarding risks should be taken very seriously.

Hoarding is not a new phenomenon. However the increasing number of people residing in condominium, social behaviour and economic changes appear to be contributing to a rise in the number of potential hoarding and recognized hoarding cases in all residences. All hoarding is a concern for fire safety and emergency services. The difference between hoarding occurrences in a single dwelling residence compared to a multi-dwelling building is substantial due to the potential risk to the greater sum of property and more importantly number of people. All circumstances of potential hoarding may pose a risk and are unlikely to resolve without intervention. Liability lies with the knowledge of a potential risk within a building when no action is taken or the risk evaluated. Upon knowledge of the risk subsequent due diligence is required.

A developing hoarding situation may cost lives.

The board is not the only group struggling with how to address hoarding and the impact to life safety in your building. Fire departments and fire marshals are trying to determine the safest and fastest way to mitigate hoarding risks. There have been policies set and changed, remediation precedence set and challenged, evolving procedures and implementation in fire service dealings with hoarding residents. In addition to the risk of hoarding in itself, the concern for the condominium industry is the potential of fire department "Orders" being issued to the corporation to address a hoarding suite within your building. An immediate risk to life Order in your building increases the cost, responsibility and liability of the corporation. Current fire department "Order" policy requires public notice of an "Order" issued. This means fire department posting of the name and location of the hoarding suite. Although this policy has been requested to be reviewed, publicizing this information may cause other challenges within your building.

Who hoards?

An important lesson I have learned in assessing potential hoarding suites is that the residents I encounter when I walk through a suite are not "those people" with "that condition". They are like you and me. Our mothers, sisters, brothers, loved ones and neighbours. They are just like everyone else, often working and outwardly living regular lifestyles. They may have not even have known how or when the reluctance to discard quantities of items even started. Simply asking them to stop is futile.

Action is being taken locally and nationally to assist with understanding and addressing hoarding.

As a director with the National Hoarding Coalition I can confirm the challenge of how to address hoarding in all residences is certainly being actively pursued. The coalition is made up of an impressive member list on behalf of a broad spectrum of important parties including hoarding specialists, social services, CCAC, Children's services, social workers, mental health, housing, SPCA and fire marshal representation. Since hoarding challenges differ significantly some or all of these parties may be involved in assisting to resolve an unsafe hoarding situation. The Coalition is working towards funding for education and a one stop phone number or website to help direct inquiries to the right parties or action process. Although in progress the evolution of these starting points and solutions will take time. Our National Hoarding Coalition meets monthly and changes are radically evolving regarding how this human and habitat condition is being viewed and addressed. In the interim all boards are recommended to seriously consider evaluation where required in addressing increasing volumes of contents and/or hoarding suites in your building. A specific objective evaluation, applying recognized hoarding assessment protocols with guidance of how to proceed in reducing your risk is prudent.

How do you know when you have a hoarding situation in your building?

Hoarding is generally brought to the attention of the property manager or board during routine maintenance within suites. Contractors varying from HVAC, fire alarm technicians to balcony repair workers generally report in suite service challenges that may range from denied access to inability to access critical equipment due to the volume of contents. Typically the manager will respond in person or in writing to obtain more information, request access for service work or to inspect the suite. The challenge known at this point is simply that the work could not be performed due to lack of access. The process of eliminating the service challenges may start the hoarding evaluation progression.

Who should evaluate a potential risk or hoarding in your building?

Property managers are not trained or insured to inspect and report on hoarding suites. They certainly can and will generally conduct initial inspections to verify there is a challenge within the suite and start the process rolling as to the next steps to be taken. A professional hoarding specialist should be contracted once a risk is identified and assistance in remediation in required. True hoarding conditions require imminent action. A legal opinion may be required to help determine the steps required dependent on the circumstances. There are standard protocols utilized to evaluate hoarding, however risk suites should also be addressed as these are often the early stages of much more challenging hoarding conditions. Ensure the consultant who evaluates your potential risk suite has evaluation and resolution experience to help you through the process. Some suites may not be determined to be "hoarding" suites, however may pose a significant higher risk due to types of materials accumulated, electrical or life safety system tampering or in suite renovations that compromise fire separations. Evaluations can be subjective. The results of an evaluation may vary depending on who performs the evaluation, their knowledge of hoarding and the criteria utilized in assessing the conditions. Ensure your consultant will provide more than a yes or no report to whether you have a hoarder in the building and that they can assist with the level of risk identified.

When should the board or property manager take action towards hoarding risks?

Managers and boards should take steps when;

- Service providers report limited ability to perform regular maintenance required
- Increased levels of odours or visual deterioration is reported in one specific area
- Supervisory staff report unfavourable accumulations of materials within a suite

All residents facing challenges that affect building safety have to be brought to an acceptable and safe level of residing in a multi-dwelling unit building for their lifestyle and the safe lifestyle of others. A brief scheduled meeting with the resident may be sufficient to identify action required.

HOARDING SAFELY

Is hoarding safely even possible? Maybe, maybe not, however hoarding unbridled is a recipe for disaster. Due to the fact that hoarding may be a result of a significant life change, an inability to cope with processing accumulated materials or a need to collect there is not one quick resolution to this problem. HOWEVER, most people facing accumulation challenges will follow safety steps when communicated effectively. In many cases a list of steps that can be implemented to make the residence safer will be followed and provide selected imminent improvement while the cause and affect issues are addressed. Hoarding can often be reduced, relocated or managed safely.

Michele Farley, FCS Fire Consulting Service Ltd.
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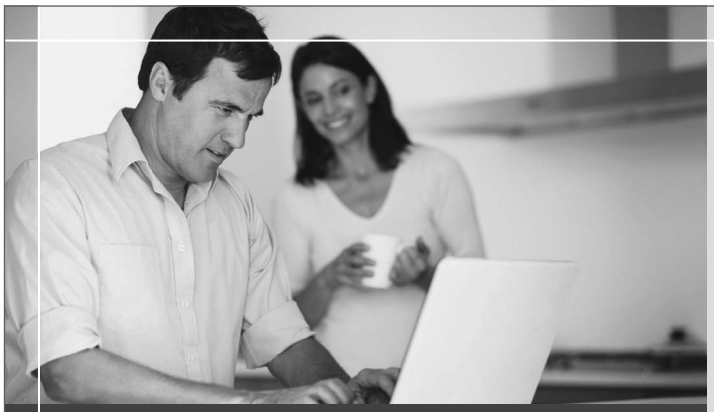

Know When to Make a Home Warranty Insurance Claim

Owners of homes with home warranty insurance can search the new Residential Construction Performance Guide to find out whether concerns they have with the quality of their homes may be covered by home warranty insurance.

View the *Residential Construction Performance Guide* to find:

- criteria to help consumers self-evaluate possible defects
- the minimum required performance of new homes
- more than 200 performance guidelines
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This Guide can be viewed on the Publications section of the B.C. government's Homeowner Protection Office website.

It's free, easy and available online.

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Do you have difficulty performing day-to-day activities?

Does your home need to be adapted to meet your changing needs?
If so, you may be eligible for financial assistance under the **Home Adaptations for Independence (HAFI)** program.

Find out today if you are eligible and if you meet all of the requirements as a low-income homeowner or as a landlord applying on behalf of an eligible tenant.

HOME ADAPTATIONS *for* INDEPENDENCE

To apply or learn more, visit
www.bchousing.org/HAFI
You can also contact BC Housing:
Phone: 604-646-7055
Toll-free: 1-800-407-7757 (ext. 7055)

Canada | CMHC SCHL | BRITISH COLUMBIA | BC Housing | HOUSING MATTERS

Canadian Condominium Institute – Vancouver Chapter
Advertising Rates 2013/2014

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.ca

Canadian Condominium Institute | CCI | Institut canadien des condominiums
Vancouver Chapter

MEMBERSHIP APPLICATION

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

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
P.O. Box 17577 RPO The Ritz, Vancouver, BC V6E 0B2
Tel: 1-866-491-6216, Ext. 108 • Email: contact@ccivancouver.ca

Method of Payment:

☐ Cheque Charge to: ☐ VISA ☐ MasterCard

Card #: Exp Date: /

Signature:

PLEASE NOTE: Charges will appear on your credit card statement as **Taylor Enterprises Ltd.**