

OCSCC No. 829

The Mondrian

BOARD OF DIRECTORS MEETING

Monday, February 12th, 2018

6:30pm

**Board of Directors Meeting OCSCC 829
January 9th, 2018
6:30pm
Agenda**

- 1. Welcome and Announcement of Quorum**
- 2. Approval of Minutes of the Board of Directors' Meeting of January 9th, 2018**
- 3. Items Arising from Minutes of last meeting**
- 4. Managers' Reports**
 - a) Manager's Report
- 5. Items for discussion/ resolution :**
 - IP Camera System Ainger
 - Elevator Hoist ropes
 - Section 98 By Law
 - Garbage bins
- 6. Items for Board Information**
 - Deductible and Standard Unit By laws
- 7. Other Business**
- 8. Status Certificate Review**
- 9. Notice of Next Meeting and Adjournment**

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1. Board of directors meeting of January 9, 2018 called to order 18:42 with the following attendees:

Miriam Zia – President

Max Neelakantan – Treasurer/Secretary

Kayla McKale – CI

Absent:

Tony Gioventu – Vice President

2. Review of Minutes

Minutes Approved: Max, Miriam.

3. Manager's Report

Ongoing Action List – available on board portal.

Items still outstanding:

- 3.1. **April 18, 2017:** There was a fire in unit 1413. Fire caused due to negligent tenant leaving boxes and other flammable materials on the balcony, against condo rules. Damage being charged back to owner. **June 6, 2017:** Owner has been billed for this but has not yet paid. **Aug 9, 2017:** Invoices continue to be sent to owner, owner is paying as invoices come in. **Oct 3, 2017:** Owner has paid for most items, still awaiting balcony divider cost. **Nov 8, 2017:** issue resolved, only \$3,000 outstanding. **Jan 9, 2018:** fully paid, remove next month.
- 3.2. **April 18, 2017:** Telecom room to have cabling labelled by each telecom provider. Telecom agreements to be sorted out as well. **June 6, 2017:** No update. **Aug 9, 2017:** No update. **Oct 3, 2017:** Fibrestream will be marking their wiring in the communications room. Dan is to email his Rogers contact, and the rest will be Bell. **Nov 8, 2017:** Max to visit room with Kayla after meeting. **Jan 9, 2018:** Didn't visit last time, will visit this time.
- 3.3. **April 18, 2017:** CC to go to Davidson, Houle, Allen to get opinion on how new Condo Act affects the following bi-laws: Insurance Deductible, Standard Unit Description, Board Size Increase to 5 and No Smoking. **June 6, 2017:** Board to set meeting to review in order to have a discussion next meeting. **Aug 9, 2017:** Max and Kayla to work on the base building standard. Other items progressing and Tony reviewing bi-laws against new legislation. **Oct 3, 2017:** Urban Capital sent in a document of finishes for sales, it will be mandatory to have a Standard Unit in place with the new Act. Board has decided that finishes will be: basic cabinetry (ie: laminate) including island if it existed in the floor plan, no flooring, primed drywall. **Nov 8, 2017:** No update. **Jan 9, 2018:** Tony still reviewing bi-laws.
- 3.4. **Jun 6, 2017:** Street level columns – Dan looking into logistics of sealing these. Likely will be done in 2018. **Aug 9, 2017:** Need quote for October 2017 to put in budget. **Oct 3, 2017:** No update. **Nov 8, 2017:** Alti will be providing 2 options for sealing the columns. **Jan 9, 2018:** Kayla following up with Alti
- 3.5. **Jun 6, 2017:** LED audit firms contacted and have walked through the building. CC awaiting results for LED retrofit. **Aug 9, 2017:** CI to get an additional quote and to ask for a mock up floor. **Oct 3, 2017:** no update. **Nov 8, 2017:** 2nd quote received. Waiting for 3rd quote until Friday 17th then taking decision. Kayla to

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- ensure that lobby lighting is removed. **Jan 9, 2018:** bid sheet given to Tofcon to bid while they're on site as it may be cheaper.
- 3.6. **Aug 9, 2017:** Pool and terrace lights to be adjusted monthly to come on at dusk and come off at 11 pm. Pool and terrace lights should be off in the winter months. **Oct 3, 2017:** Matt was asked to speak to Benson regarding the time clock. Waiting for update from Matt. **Nov 8, 2017:** Globe electric came in and the lights on the columns have a broken sensor which will need to be fixed in the spring. The lights in the bollards will be reviewed again. **Jan 9, 2018:** Kayla to get Jason to look into it.
- 3.7. **Aug 9, 2017:** Common elements modifications covered under the new legislations, however, board will be providing rule about this in new rule package. **Oct 3, 2017:** Kayla to get legal to provide stock form assumption of liability form. **Nov 8, 2017:** Kayla to follow up. **Jan 9, 2018:** Kayla following up with Jim Davidson.
- 3.8. **Aug 9, 2017:** CI to create a building emergency response protocol. **Nov 8, 2017:** CI to contact Ottawa Police Dept. about armed intruder awareness protocol. **Jan 9, 2018:** this has been evaluated and is not feasible to establish a protocol. Remove next month.
- 3.9. **Oct 3, 2017:** Kayla to look into implementing all deficiencies noted in RFS and HVAC study. **Nov 8, 2017:** Kayla will review the rest of the items noted in RFS (ie: elevators, roof) and get 3 quotes where possible. **Jan 9, 2018:** Kayla to read through RFS to see if there are others
- 3.9.1. **Nov 8, 2017:** HVAC/Boiler repairs: Optimum and OMC have provided quotes, however, Optimum has included extra scope. Awaiting new quote from Optimum. Approved.
- 3.9.2. **Jan 9, 2018:** Roofing repairs: Sent to 3 different companies, only received 1 back. Waiting until spring to get this done.
- 3.9.3. **Jan 9, 2018:** Elevator repairs: only sent to regional to complete.
- 3.10. **Oct 3, 2017:** Kayla to look into cost of a fire safety plan. **Nov 8, 2017:** CI to get pamphlets from Fire Dept and Matt/Tony put them under people's doors and make a list of people who have the bottom of their doors blocked. **Jan 9, 2018:** Kayla to bring pamphlets in and put them at concierge desk later this week. Max to scan and send to Kayla.
- 3.11. **Nov 8, 2017:** Kayla to forward info for preferred candidate for concierge replacement. Kayla to forward other CVs to Miriam. Board to interview preferred candidate. **Jan 9, 2018:** Jason Tobin has been hired after interviewing 8 candidates.
- 3.12. **Nov 8, 2017:** Bell Fibe now wants to dig up sidewalk in order to bring line to building. Board has declined unless they can provide a proper plan. **Jan 8, 2018:** Leaving this on until this is resolved, however action is on Bell.
- 3.13. **Nov 8, 2017:** CI/Board to start looking at replacements for EnerCare as contract comes up in 2019. **Jan 9, 2018:** no update. Will need to look for potential solutions.
4. New Business
- 4.1. **Jan 9, 2018:** Kayla to ask Tony if he has a copy of his HR contract. Otherwise, will need to put in a new HR contract.
- 4.2. **Jan 9, 2018:** Board to draft HR contract for Kelsey.

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- 4.3. **Jan 9, 2018:** Kayla to reach out to OMC about 6th floor slab heaters. If they have no info, reach out to Maurice Quinn.
 - 4.4. **Jan 9, 2018:** AGM info: Kayla will meet with auditor March 12, 2018 to go over the audit. Budget reprint in AGM package to include 2016 actual, 2016 budget, 2017 actual and 2017 budget.
 - 4.5. **Jan 9, 2018:** Kayla to get quote for recommended repairs from HVAC consultant (Sergiy)
 - 4.6. **Jan 9, 2018:** Fire plan to be updated by Kayla. CI to send a notice to residents about anyone requiring assistance in an emergency situation.
 - 4.7. **Jan 9, 2018:** CI to develop performance management goals and objectives for Jason.
 - 4.8. **Jan 9, 2018:** Kayla to bill back Tesla owner for previous electricity use based meter. Come up with blended rate based on TOD usage.
 - 4.9. **Jan 9, 2018:** reduced number of parking spots from 2 to 1. Remove next month.
 - 4.10. **Jan 9, 2018:** CI to develop more robust FOB audit process.
 - 4.11. **Jan 9, 2018:** CI to review ability to change timer on the garbage chute.
 - 4.12. **Jan 9, 2018:** Garbage room is being re-organized and re-labelled so unit owners can put the recycle/garbage where it should be. To be completed and Kayla will send out a notice explaining what to do. Ainger to reposition camera.
 - 4.13. **Jan 9, 2018:** Rahel to look at BBQ1 to see if it needs to be replaced or not. CI to order some replacement to knobs.
 - 4.14. **Jan 9, 2018:** Signs to be changed in the gym advising residents to notify PM in case of damage instead of concierge.
 - 4.15. **Jan 9, 2018:** Ongoing issue with incline on treadmill to be escalated at fitness depot.
 - 4.16. **Jan 9, 2018:** CI to perform parking audit.
5. Decisions to be ratified
- 5.1. Garage membrane had scope creep from original estimate as conditions changed when the contractor was on site and removing the existing membrane. Extra repairs were required were \$9,126 + HST over the original quote. This was reviewed and approved by Miriam and Max.
 - 5.2. The board has approved the budget package for 2018. An increase of 2.34% was implemented for 2018. Voted by Miriam and Max.
 - 5.3. New evacuation signs from Qualpro which provide enhanced esthetics and improved legibility of signs. \$1,367.30 (HST incl) – Approved by Max and Miriam
 - 5.4. Jason Tobin was hired to replace Matt effective December 18, 2018 at \$34,000
 - 5.5. Wage increase of \$1/hr due to minimum wage increase has been approved for Kelsey effective January 1, 2018. Kelsey should receive standard increase on anniversary as usual (see budget).
 - 5.6. Building Evolution has repaired the 5.5 level of the chute for \$3,700.75 (HST incl). Approved by Miriam and Max
 - 5.7. Board approved repairs to 2 boilers by OMC at \$10,057 (HST incl). Approved by Max and Miriam
 - 5.8. Annual fire inspection yielded required repairs of \$6,703.73 (HST incl). Work approved by Max and Miriam.
 - 5.9. Contract for construction awarded to Tofcon in the amount of \$471,386 + HST. Approved by Max and Miriam
 - 5.10. Locker has been leased on the 6th floor to store various items at \$650/year.

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- 5.11. Make-up air unit main board shorted, needed to be replaced. \$2,700 + HST.
Approved by Max and Miriam.

6. Action items

- 6.1. Kayla to send notice out regarding throwing large items out themselves on garbage day.
- 6.2. CI to provide list of products being used by Rahel.

7. Next Meeting

Monday, February 12, 2018 at 18:30

- 8. Meeting was adjourned at 21:20.

Management Report - February 12th, 2018 OCSCC 829

Maintenance Completed:

- Fire inspection repairs have been completed.
- Annual maintenance calendar made.
- Fob calendar has been set up with concierge
- WMC has confirmed the backflow is not leaking, although inspection of all is to be scheduled with Pyron. They have found the issue was due to the boilers being shut off.
- A spreadsheet has been prepared to keep track of metered parking spots.
- Insurance company was sent a payment of \$500 to cover a deductible due to the damages caused by the falling of glass on Gloucester.
- A fire rated strike is intermittently faulty, needed replacing . Ainger around \$500. + labour. This is a door by shoppers.

Maintenance Ongoing:

- Please see action list in portal
- Column sealant was only going to be the bottom 24 inches, which would be shiny and show as 2 colours. I have asked 2 companies for both options to seal 24 inches, and seal the entire 11 columns.
- Fire Evacuation signage were put on hold.
- Ambassador has approved Vitrierie General Glass to replace the damaged door entering the loading bay hallway. They are putting a plan in place for the loading bay.
- 2214 reported they found damaged baseboards after a move out the suspect was caused by the roof leak last year and are looking to have it repaired. The owner is out of the country until mid February.
- HVAC Report with questions have been sent to OM for review and discussion. Main issue seems to be recommendation to calibrating the vents.
- Security system needs a new IP camera system as the lobby is changing from one side of the room to the other. There is not enough room in the conduits to transfer the existing system. \$4200 + hst.

- Elevator hoist ropes are in need of replacing, car is out of order. \$14,000. Discussions with CBM for a 2nd quote, and Rooney consulting as to why this is the owner's responsibility.
- Garage drains and pits have been cleaned. The pit was not full, but there was a valve turned off. This may have been the cause to some of the pipe damages.
- 6th floor garbage chute was never patched and painted after the Miller Waste major chute repair, including fire caulking. Can this be done when the 6th floor is renovated.
- P3 pipe spot 47 is leaking, CWW repaired Feb 8th, but it was leaking again the next day. The clamps have been tightened for now - but quote to come to replace to PVC as it is a pressurized pipe.

Management Decisions/Discussions:

- Building Evolution has been taking out the garbage and recycle bins, and changing the bins when needed due to safety concerns. The staff are able to change the cardboard bins, and we can add a bar so they can easily unhook for a few hundred dollars. We are only proposing to change the recycle the bins to smaller bins only. \$3000 - \$300 = \$2700. So \$3000 for the new bins and side bar to stop Kaven changing bins and taking recycle bins.
- Review with Jim Davidson in regards to liability of change to common elements. This is called a Section 98, which is then registered on title (\$1000 each). He has suggested a Section 98 By Law (\$750), or we have an addendum to the Section 98 form, but may not hold up in court.
- There is one defective hot water storage tank #6. \$3300 to replace with Ottawa Mechanical.

Modification to Common Elements by Owner

Brief Summary of Required Steps

If an owner wishes to make a modification to the common elements, the following steps are required:

Board Approval

1. The proposed modification must be approved by resolution of the Board (at a meeting of the Board called for this purpose).

Compliance with Section 97 of the Act

2. Depending upon the nature of the requested change, it may be necessary to satisfy the requirements of Section 97 of the Act. Section 97 describes the requirements for involvement of the owners. Briefly, those requirements are as follows:
 - (a) In the case of a substantial change, a two-thirds vote is required (Section 97 (4) of the Act).
 - (b) In the case of a non-substantial change, owners must be notified (and the notice must meet the requirements of Section 97 (3) of the Act). The owners then may request a meeting to consider the proposed change. If the meeting is requisitioned, the matter is decided by ordinary vote at the requisitioned meeting. [NOTE: The corporation could decide to simply call the meeting and have the matter decided by ordinary vote, if desired.]

NOTE 1: An “ordinary vote” means a majority of the votes cast with the normal quorum in attendance.

NOTE 2: According to the Act, a proposed change is considered “*substantial*” in the following circumstances:

- A. If the estimated cost of the change is greater than 10% of the Corporation’s current annual budget; or
- B. If the Board elects to treat the change as substantial.

Therefore, if the cost is estimated to be less than 10% of the current annual budget, the change would only be considered substantial if the Board so decides.

NOTE 3: These Section 97 requirements do not apply if the proposed change relates to a part of the common elements of which the owner has the exclusive use and provided the Board is satisfied that the conditions listed in Section 98 (2) of the Act are satisfied.

Section 98 (2) of the *Condominium Act, 1998*

No notice or approval

(2) Clauses (1) (c) and (d) do not apply if the proposed addition, alteration or improvement relates to a part of the common elements of which the owner has exclusive use and if the board is satisfied on the evidence that it may require that the proposed addition, alteration or improvement,

- (a) **will not have an adverse effect on units owned by other owners;**
- (b) **will not give rise to any expense to the corporation;**
- (c) **will not detract from the appearance of buildings on the property;**
- (d) **will not affect the structural integrity of buildings on the property according to a certificate of an engineer, if the proposed addition, alteration or improvement involves a change to the structure of the buildings; and**
- (e) **will not contravene the declaration or any prescribed requirements.**

NOTE 4: Alternatively, Section 97 (2) of the Act may apply – in which case, no notice will be necessary.

Section 97 (2) of the *Condominium Act, 1998*

Changes made without notice

(2) A corporation may, by resolution of the board and without notice to the owners, make an addition, alteration or improvement to the common elements, a change in the assets of the corporation or a change in a service that the corporation provides to the owners if,

- (a) **it is necessary to make the addition, alteration, improvement or change to comply with an agreement mentioned in section 113 or the requirements imposed by any general or special Act or regulations or by-laws made under that Act;**
- (b) **in the opinion of the board, it is necessary to make the addition, alteration, improvement or change to ensure the safety or security of persons using the property or assets of the corporation or to prevent imminent damage to the property or assets; or**
- (c) **subject to the regulations made under this Act, the estimated cost, in any given month or other prescribed period, if any, of making the addition, alteration, improvement or change is no more than the greater of \$1,000 and 1 per cent of the annual budgeted common expenses for the current fiscal year.**

Agreement between Corporation and Owner, registered on title

3. The Act states that every common element modification made by an owner in a condominium must be governed by an agreement between the Condominium Corporation and the owner, registered on title to the owner's unit.

The agreement must deal with such things as responsibility for the cost of the modification, responsibility for repair and maintenance of the modification and responsibility for insurance of the modification. These matters are detailed in Section 98 of the Act.

By-law Alternative

As an alternative, you could consider a by-law. In our view, a by-law can serve to fulfill the following requirements:

- (i) The requirement for involvement of the owners (provided the proposed change in question is a non-substantial change);
- (ii) The requirement for an agreement registered on title.

In general the by-law alternative may make most sense for changes that may be requested by two or more owners.

[NOTE: Any work involving a change to the site plan (for instance changes to parking, landscaping, grading, drainage, fencing or other "site plan features") may also require consent of the municipality.]

Schedule "A"

CONDOMINIUM CORPORATION NO.

BY-LAW NO.

BE IT ENACTED as By-Law No. _____ (being a by-law respecting common element modifications) of _____ CONDOMINIUM CORPORATION NO. _____ (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I.
DEFINITIONS**

All words used herein which are defined in the *Condominium Act*, 1998, as amended, or any successor thereto (the "Act"), shall have ascribed to them the meanings as set out in the Act.

**ARTICLE II.
PURPOSE OF THIS BY-LAW**

This bylaw is being passed for the following purposes:

1. To confirm the types of common element modifications that owners are permitted to make, subject to the terms and conditions described in this by-law.
2. To record the Board's approval of the modifications, subject to the terms and conditions in this by-law.
3. To provide any required notice to owners and required voting approval for the modifications.
4. To establish the terms and conditions which apply to any such modifications and which accordingly constitute an agreement between the owner(s) and the Corporation pursuant to the Act and this by-law.

**ARTICLE III.
PERMITTED MODIFICATIONS**

Unit owners may make any one or more of the following modifications to the common elements, subject in each case to the terms and conditions set forth in Article IV hereof:

5.

**ARTICLE IV.
TERMS AND CONDITIONS**

The within approval of the modifications described in Article III (herein called the "modification(s)") is subject to the following terms and conditions and any unit owner carrying out, or enjoying, any such modification(s) agrees with the Corporation and all other unit owners, on his/her own behalf and on behalf of his/her successors and assigns, to be bound by and to comply with all such terms and conditions, namely:

6. No modification shall be made or kept except with the prior written approval of the Corporation, such approval not to be unreasonably withheld. The modification shall comply with all additional plans, drawings, specifications, colours and/or other requirements as may be approved in writing by the Board or as may be set forth in the By-laws, Rules or Policies of the Corporation. Furthermore, prior to proceeding with the modification, the owner shall obtain and provide to the Corporation such permits and professional certificates as may be requested in writing by the Board.

7. All modifications shall comply with all municipal, provincial and federal legislation, including all municipal By-Laws and building regulations. The owner shall investigate and determine all occupational health and safety requirements that apply to any work related to the modification (including work related to installation, repair or maintenance of the modification) and shall ensure that all of those requirements are met.
8. The modification shall be maintained and repaired in a good and safe condition by the owner at the owner's sole expense. The Corporation shall not be responsible to maintain or repair the modification, nor shall the Corporation be responsible to obtain any insurance with respect to the modification. The modification shall be owned by the owner.
9. In the event that the owner fails to maintain or repair the modification as required herein, the Corporation may, at its option and after notifying the owner and affording the owner a reasonable opportunity to effect such maintenance or repair, carry out such maintenance or repair and all costs and expenses incurred by the Corporation in arranging and carrying out the maintenance or repair shall be payable to the Corporation by the owner and shall be collectible in accordance with Article IV(7) hereof.
10. The owner shall obtain insurance against any and all risks of damage or harm to persons or property or any other liability which may arise in connection with the modification. The owner shall provide to the Corporation proof satisfactory to the Corporation that such insurance is in place within a reasonable period of time following any request by the Corporation for such proof.
11. The owner shall fully and completely indemnify and save harmless the Corporation from and against any and all loss, costs, expenses, claims or damages, of whatever kind and however arising, as a result of a breach of any of these terms and conditions, or otherwise relating to the modification, including any claims against the Corporation for damages resulting from, caused by, or associated with the modification. Without limiting the generality of the foregoing, the owner shall be responsible for all costs and expenses incurred in order to remove the modification to afford the Corporation access to any portion of the property (for the purposes of carrying out repair or maintenance, or for any other reason) as well as reinstatement of the modification (if desired), and the Corporation shall have no obligation for any damage which may be caused to the modification as a result of any such required access.
12. Any amounts owing to the Corporation by the owner as a result of these terms and conditions shall be added to the owner's common expenses and shall be collectible against the owner, together with all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collections of the amount, in the same manner as common expenses, including by way of Condominium lien against the owner's unit in accordance with the *Condominium Act*.
13. In addition to any other rights and remedies available to the Corporation hereunder or otherwise, in the event that the owner contravenes any of the within terms and conditions, the Corporation shall be entitled, upon ten days written notice to the owner, to remove the modification and to restore the common elements to their previous condition. All costs and expenses associated with such removal and restoration shall be the responsibility of the owner and shall be payable by the owner to the Corporation, and collectible in accordance with Article IV(7) hereof.
14. The modification shall be carried out at the sole risk and expense of the owner.
15. The corporation may, at any reasonable time(s) and on reasonable notice to the owner, access the owner's unit or exclusive-use common elements, in order to inspect the modification.
16. Any notice required hereunder may be delivered as set out in the Act and in the by-laws of the corporation.

- 17. All of these terms and conditions shall be binding upon the successors, assigns and transferees of the owner.
- 18. Except where otherwise indicated, all of these terms and conditions shall similarly apply to any modification(s) carried out prior to the enactment of this bylaw.

NOTES:

- Any other modifications to the common elements not listed herein may require separate approval by a vote of the unit owners in accordance with the Act, and the Declaration.
- The Corporation may carry out changes to the common elements provided it complies with the requirements in the Act.

ARTICLE V.
ACKNOWLEDGEMENT

For any modification carried out (by an owner or previous owner of a unit) and permitted or approved on or after the date of this by-law, the owner of the unit shall sign an Acknowledgement in the form attached as Schedule “1”. The Acknowledgement shall be held by the Corporation in the owner’s unit file and the Corporation shall attach a copy of the Acknowledgement to any status certificate issued regarding the unit.

ARTICLE VI.
PREVIOUS BY-LAWS OR RULES

Where any provision in this by-law is inconsistent with the provisions of any previous by-law or Rule, the provisions of this by-law shall prevail and the previous by-law or Rule shall be deemed to be amended accordingly.

ARTICLE VII.
MISCELLANEOUS

- 19. Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- 20. Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- 21. Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- 22. Alterations: This by-law or any part thereof may be varied, altered or repealed by a bylaw passed in accordance with the provisions of the Act, and the Declaration.
- 23. Preparation: This document was prepared in the year 20__ by Davidson Houle Allen LLP Condominium Law in conjunction with the corporation.

The foregoing by-law is hereby passed by the Directors and confirmed by the owners pursuant to the Condominium Act, 1998 of Ontario.

DATED this day of , 20 .

CONDOMINIUM CORPORATION NO.

Name:
Title:

I have authority to bind the Corporation.

SCHEDULE “1”

Acknowledgement Respecting Modification to Common Elements

TO:

CONDOMINIUM CORPORATION NO.

 (“the Corporation”)

FROM:

(please print name(s))
 (“the Owner”)

- WHEREAS:
- 1. The Owner is the registered owner of Unit____, Level , Condominium Plan No. .
 - 2. Please choose one of the following [delete all that do not apply]:
 - (a) The Owner is not a spouse.
 - (b) The Owners are spouses of one another.
 - (c) The Owner is a spouse. The person consenting below is the Owner’s spouse.
 - 3. The Owner wishes to carry out or enjoy the following modification to the common elements:

 (“the Modification”)
 - 4. The Modification is item number ____ in Article III of the Corporation’s By-Law No. .
 - 5. (If appropriate, add:) Additional detail respecting the modification is contained in the drawings and/or specifications attached as Appendix “1”.

NOW THEREFORE:

The Owner acknowledges that the Owner is bound by all of the terms and conditions listed in Article IV of the Corporation’s By-Law No. _____ and that the said terms and conditions constitute an agreement between the Corporation and the Owner as stated in that By-law. The Owner also agrees to comply with all other By-Laws and Rules of the Corporation that apply to the Modification.

DATE: _____

CONDOMINIUM CORPORATION NO.

Per: X _____
Name:
Title:
Per: X _____
Name:
Title:

I/We have authority to bind the Corporation

X _____
Witness Signature
Print Name: _____

X _____
Owner Signature
Print Name: _____

X _____
Witness Signature
Print Name: _____

X _____
Owner Signature
Print Name: _____

X _____
Witness Signature
Print Name: _____

X _____
Spouse Signature (where required)
Print Name: _____

06 February 2018

Poulsen Law Office
150 Isabella Street, Suite 305
Ottawa, ON K1S 1V7
Phone: 613-788-7986
Fax: 613-788-7987

Re:	Purchaser	Diane Owity & Wafaa Al Hassan
	Vendor	Bolduc
	Address	714-324 Laurier Avenue West, Ottawa, ON K1A 0A4
	Legal Desc	Unit 14, Level 3, Ottawa Carleton Standard Condominium Corporation 829
	Legal Desc	N/A
	Closing Date	03 April 2018
	Our File No.	829_714
	Your File No.	N/A
	Order No.	86873

Pursuant to your request of 30 January 2018 please find enclosed a current Status Certificate as per the *Condominium Act, 1998* and documentation package relating to the above-referenced property.

Please note that our office requires written confirmation from the lawyer that this transaction of sale has closed. In addition, please provide us with the full name, address, email address, and telephone number of the purchaser so that we may correspond with the new owner with future Corporation business.

Regards,

Kayla Mckale
Property Manager
Capital Integral Property Management
"As Agents for OCSCC 829"

** The information provided in this Status Certificate is as accurate as the information made available at the time of preparation of this document*

STATUS CERTIFICATE
OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION No. 829
THE MONDRIAN

Ottawa Carleton Standard Condominium Corporation No. 829 (known as the "Corporation") certifies that as of the date of this certificate:

GENERAL INFORMATION CONCERNING THE CORPORATION

1. Mailing address: See below
2. Address of service: See below
3. Property Manager: Kayla Mckale - kmckale@cimanagement.ca
Capital Integral Property Management
904 Lady Ellen Place
Ottawa ON K1Z 5L5
Tel: 613-722-1232
Fax: 613-651-0306
4. The Directors and Officers of the Corporation are:
Miriam Zia, President
Maxime Neelakantan, Treasurer - Secretary
Tony Gioventu, Vice President

COMMON EXPENSES / JOINT USE MAINTENANCE FEES

5. The current Owner(s) of Unit 14, Level 3, known as 714-324 Laurier Avenue West, Parking Unit 13, Level C (C13); and Locker Unit 36, Level 1 (136); Ottawa, Ontario of Ottawa Carleton Standard Condominium Corporation 829 registered in the Land Registry Office for the Land Titles (or Registry) Division of Ottawa **is NOT in default** in the payment of common expenses.
6. The current monthly Condominium Fee for this suite, parking and locker is \$559.81, due and payable on the first day of each month.

Payment on account of common expenses for the units in the amount of \$559.81 was received for the period of 01 February 2018 through 28 February 2018 pending confirmation from the bank.

These above amounts include the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in paragraph 10. An update of the account should be requested prior to the closing date.

7. The Corporation has the amount of \$0.00 in prepaid Common Expense/Condominium Fees for this unit.
8. There are no amounts that the *Condominium Act, 1998* requires to be added to the common expenses payable for the unit, except: for any increase in common expenses the budget may

require.

BUDGET

9. The budget of the Corporation for the current fiscal year is accurate and may result in a small surplus or deficit of \$0.
10. The budget commenced 01 January 2018. An increase to the monthly condominium fees was included in the budget. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been further increased.
11. Since the date of the budget of the Corporation for the current fiscal year, the Board has not levied any assessments against the unit to increase the contribution to the reserve fund, or the Corporation's operating fund or for any other purpose.
12. The Corporation has no knowledge of any circumstance that may result in an increase of common expenses for the unit, except for any increase in the new fiscal year as per an approved budget and as the reserve fund plan may require, and as any changes in the new Condominium Act may require when enacted.

The *Protecting Condominium Owners Act, 2015*, will bring some important changes to condominium law and administration in Ontario, including changes to the Condominium Act, as well as mandatory licensing for condominium property managers. As a result, condominium management fees are expected to increase. Also, condominium corporations will be required to make payments towards the new Condominium Authority of Ontario. The Corporation might also experience increased Legal Costs (for review of and/or amendments to the Corporation's governing documents and for added guidance and assistance in relation to the new legislation). These matters are expected to result in an increase in the common expenses, and the increase is currently estimated at between \$5.00 and \$10.00 per unit per month. These changes are expected to come into force in phases, from 2017 – 2019.

RESERVE FUND

13. The Corporation's reserve fund amounts to \$2,381,715 (un-audited) as of 31 December 2017. [Note: This figure is unaudited and may not include any accrual calculation for a liability incurred or income earned but not yet recorded by the corporation as at the aforementioned date.]
14. The most recent reserve fund study conducted by the Board was a Comprehensive Reserve Fund Study, dated December 2016 and prepared by Capacity Engineering Ltd. The next study will be completed within three years from the most recent study.
15. The balance of the reserve fund at the beginning of the previous fiscal year was \$1,872,937 (audited). The balance of the reserve fund at the beginning of the current fiscal year was \$2,381,715 (un-audited). The financials for the previous fiscal year are in the process of being finalized and audited. In accordance with the budget of the Corporation for the current fiscal year, the annual contribution to be made to the reserve fund in the current fiscal year is \$378,950 and the anticipated expenditures to be made from the reserve fund in the current fiscal year amount to \$66,430. The Board anticipates that the reserve fund will be adequate in the current fiscal year for the expected costs of major repair and replacement of the common elements and assets of the Corporation.

16. The Board has sent to all owners a notice containing a summary of the reserve fund study, a summary of the proposed plan (Form 15) for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study.
17. There are no plans to increase the reserve fund under a plan proposed by the Board under subsection 94 (8) of the *Condominium Act, 1998* for the future funding of the reserve fund, except as indicated in the Form 15.

LEGAL PROCEEDINGS, CLAIMS

18. There are no outstanding judgments against the Corporation.
19. The Corporation is not party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
20. The Corporation has not received a notice of or made an application under section 109 of the *Condominium Act, 1998* to the Superior Court of Justice for an order to amend the Declaration and description, where the court has not made the order.
21. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*.
22. There is currently no order of the Superior Court of Justice in effect appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*.

AGREEMENT WITH OWNERS RELATING TO CHANGES OF THE COMMON ELEMENTS

23. The unit is not subject to one or more agreement(s) under clause 98 (1)(b) of the *Condominium Act, 1998* relating to additions, alterations or improvements made to the common elements by the unit owner. To the best of the Corporation's information, knowledge and belief, the agreements have been complied with by the parties.
 - a) No modification agreements on file.

The following modifications have been made by the unit owner(s) or previous unit owner(s) without the prior written approval of the Board of Directors:

- a) No modifications currently on file.

[Note: this is simply a list of the modifications known to the Corporation. Other modifications, not known to the Corporation, may have been made without approval of the Corporation and accordingly may not be lawful].

Except as otherwise indicated in an agreement or in the By-Laws or Rules of the Corporation, the owner of the unit, from time to time, is entirely responsible for all modifications made to the common elements by the Owner(s) or by a previous Owner(s) of the unit. Accordingly, any future unit Owner(s) is also responsible for the modifications made and is also responsible for all maintenance, repairs and insurance related to such modification and must fully and completely indemnify and save harmless the Corporation from any claims, expenses or losses related in any way to the modifications. Without limiting the generality of the foregoing, the Owner shall be responsible for all costs and expenses incurred in order to remove the modification to afford the Corporation access to any portion of the property (for the purposes of

carrying out repair or maintenance, or for any other reason) as well as reinstatement of the modification (if desired), and the Corporation shall have no obligation for any damage which may be caused to the modification as a result of any such required access. Any modification or upgrade to common elements must have prior written approval from the Board of Directors.

If an owner sells his or her unit, the owner shall, upon request from the purchaser, provide to the purchaser a written list of all modifications made to the common elements by the owner or by a previous owner of the unit.

When a unit is sold, it is the responsibility of the purchaser to determine what modifications have been made to the common elements by the vendor or by a previous owner of the unit.

LEASING OF UNITS

24. The Corporation has NOT received notice under section 83 of the *Condominium Act, 1998* during the fiscal year preceding the date of this status certificate. The Corporation's understanding is 119 units in the condominium are owned by non-resident owners as of the date of this certificate, but notice under Section 83 has not yet been received respecting all of those leased units.

SUBSTANTIAL CHANGES TO THE COMMON ELEMENTS, ASSETS OR SERVICES

25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in the service of the Corporation that are substantial and that the Board has proposed but has not implemented.

INSURANCE

26. The Corporation has secured all policies of insurance that are required under the *Condominium Act, 1998*.

PHASED CONDOMINIUM CORPORATIONS

27. N/A
28. N/A

VACANT LAND CONDOMINIUM CORPORATIONS

29. N/A

LEASEHOLD CONDOMINIUM CORPORATIONS

30. N/A
31. N/A
32. N/A

ATTACHMENTS

33. The following documents are attached to this status certificate and form part of it:
- a) a copy of the current Declaration for the Corporation;
 - b) a copy of the By-Laws for the Corporation;

- c) a list of all current agreements between the Corporation and the owner of the unit: if applicable, see paragraph 23; or current agreements mentioned in section 111, 112 or 113 of the *Condominium Act, 1998* and all current agreements between the Corporation and another corporation:

Shared Facilities Agreement between OCSCC829 and Ambassador Realty Inc. the owner of the freehold commercial component of the Building located on floors 1 through 5, inclusive of the Building (see By-Law No.2);

Unregistered agreement for the private water main that services the condominium lands and the adjacent developments;

- d) a copy of the Rules and Regulations;
e) a copy of the last audited financial statements and auditor's report;
f) a copy of the budget for the current fiscal year;
g) a certificate or memorandum of insurance for the Corporation; and
h) a copy of the most recent Form 15.

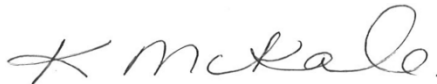
RIGHTS OF PERSON REQUESTING CERTIFICATE

34. The person(s) requesting this certificate has the following rights under subsections 76 (7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in subparagraph 33 (c) above:

1. Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the agreements as per subparagraph 33 (c) at a reasonable time and at a reasonable location.
2. The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges.

Dated at Ottawa this day of 06 February 2018

Ottawa Carleton Standard Condominium Corporation No. 829



Kayla Mckale
Property Manager
Capital Integral Property Management
"As Agents for OCSCC 829"

**The information provided in this Status Certificate is as accurate as the information made available at the time of preparation of this document.*