SUPERIOR REGION CONDO NEWS

Canadian Condominium Institute | CCI | Institut canadien des condominiums

Northwestern Ontario Chapter

Fall 2023

IN THIS ISSUE

2022/2023

BOARD OF DIRECTORS

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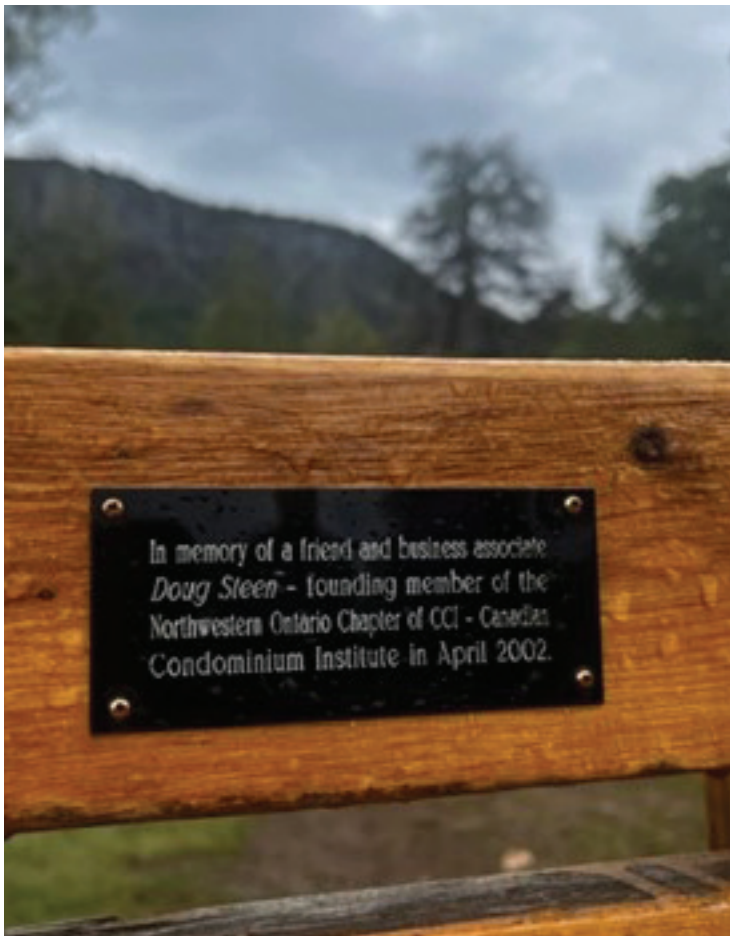


Dear members,

Welcome to the Fall 2023 edition of the CCI Northwestern Ontario newsletter. Thank you for your continued support of our chapter.

We wanted to start off by sharing some photos from a recent event attended by some board members and some friends and family of Doug Steen. Doug Steen passed away in late 2021, however we did not want him to be forgotten. Doug was an integral part of this chapter forming and was one of the initial board members back when it formed in April 2002. He continued to gracefully volunteer his time for 19 consecutive years! During this time, he took on a number of roles including serving as president of the board along with whatever was needed to be done. Not only did he dedicate his time and share his expertise at the local chapter, he also was a board member for CCI National for 10 of these years. Doug spent many, many hours of his time and shared his resources towards making this chapter a success and we wanted to recognize and honour this. Combining the fact that Doug enjoyed golfing we decided to have a bench made along with a plaque and have it placed at Fort William Country Club (Doug was a long time member of FWCC).

We can't thank Doug enough for all his contributions towards CCI.

A reminder that our next upcoming education seminar "Insurance Fundamentals" will be hosted in person on October 14, 2023. We felt like insurance was a great choice to present as it has been a very impactful topic within the industry the last couple of years. This module is also one of the eight core modules required to obtain your CCI Director Certificate Program. We hope to see you there!

Derek Tycholas
President, CCI Northwestern Ontario Chapter
On behalf of the board

Can condo corporations tow cars who are in breach of parking rules?

by: Rod Escayola | March 17, 2023

The Condo Tribunal was recently asked to rule on whether it was reasonable for the condo corporation to tow a car that was in breach of the parking rules. It seems that the answer is "yes, but not always". Once more, reasonableness is the key consideration.

Facts of the case

Less than a week after having moved into their condo unit, Mr. Hum had his car ticketed and towed away because he had failed to display the required parking pass. This resulted in a $25 fine and $650 in towing fees. Mr. Hum contested the reasonableness of this enforcement step taken by the corporation.

Parking rules

The condo's rules provided that all traffic and parking rules established by the board and all traffic signs posted in the garage had to be complied with by all occupants and visitors. About seven months before Mr. Hum moved in, a notice was posted on the condo portal indicating that parking passes were required to be displayed on all vehicles parked in the garage and that a failure to do so would result in a fine and possibly being towed at the owner's expense.

When Mr. Hum moved in, he was informed of the parking pass system and was provided with a parking pass. The pass was apparently in his car the day it was towed but it was not displayed.

Mr. Hum argued that other people in a similar situation had not been towed but had, instead, received a warning. He provided pictures to support his position. The Condo Tribunal asked the corporation to provide more information on whether giving a warning (instead of towing) was an option but the corporation declined to answer that question.

The question

Ultimately, the question to be determined is whether it was reasonable for the condo corporation to ticket and tow the car in light of Mr. Hum's failure to display the parking pass.

Decision

The Condo Tribunal concluded that Mr. Hum was aware that he was required to display the parking pass. It also concluded that the only reason why the car was towed was because the pass had not been displayed. The Condo Tribunal noted that the notice to owners made it clear that parking without a pass would result in a ticket and that it could result in the car being towed. Stated otherwise, the ticket appeared to be an automatic sanction, while towing appeared to be a possibility.

The Tribunal concluded that it was reasonable to issue the ticket but that it was not reasonable to tow the car in the present circumstances:

> … on the basis of the evidence presented in this case… it was not reaosnable to have the car towed. Towing a car results in significant cost and inconvenience for the owner. Since Mr. Hum had only moved in less than a week prior, this was not chronic improper or illegal parking situation. A ticket would act as a warning and there is no explanation before me for why it was decided that it was necessary to also have the car towed …

The Tribunal ordered Mr. Hum to pay the $25 ticket and ordered the corporation to reimburse him the towing cost and the tribunal fee, for a total of $849.75.

Take aways

While the Tribunal found that towing the car in this case was unreasonable, it appears that (in other circumstances) towing a car who chronically breached parking rules would be acceptable. Reasonableness is key. Corporations should consider giving a warning before towing someone's car or reserving towing for repeated or more serious cases (imagine, for instance, if the car posed a danger). It is key to ensure your rules are clear as to what is expected from occupants and what is the consequence of breaching a rule.

It is also key to be consistent in the enforcement process and not to give warnings to some while towing others. Of interest, the Tribunal does not appear to discuss how rules were passed and communicated to owners. In this casce, changes to rules appear to have been communicated by way of notices on a portal – rather than through the circulation of the rule and rather than finding rules in a central document. Posting rules on portals or bulletin boards does not appear to meet the statutory requirement and may lead to some owners not being fully advised of what rules are in place.

A Director's Guide to Declaring Conflicts of Interest

By Sonja Hodis

While acting as a director (or officer) of a condominium, one must be alert to potential conflicts of interest and know how to address themproperly. It is not uncommon, especially in smaller communities, for directors to own businesses, be employed by businesses, or be related to owners of businesses that engage in contracts and transactions with the condominium corporation. Conflicts of interest can also arise when the board must deal with an issue concerning directors in their capacity as unit owners while they are sitting board members.

A conflict of interest in itself does not terminate directors' ability to continue in their roles as directors or owners, or to transact business with the condominium corporation. But it does require directors to ensure that the conflict is made public and they have removed themselves from their decision-making role where conflicts exist. This will ensure that contracts are not set aside and directors have not breached their statutory duties under the current Condominium Act.

A conflict of interest is simply a situation where a person has an ability to obtain a personal benefit (whether direct or indirect) from a decision made in his or her official capacity. The reason conflicts of interest become a problem — if not disclosed and the director removed from the decision-making process — is that a director has a duty to act honestly and in good faith and in the best interests of the corporation and owners. That duty can't be fulfilled if that same director is acting for personal benefit or is perceived to be acting for personal benefit.

Sections 40 and 41 of the Condominium Act define a conflict of interest for directors and officers of a condominium corporation and outlines their disclosure obligations. If directors or officers find themselves in a conflict of interest, or suspect they may be in a conflict of interest, they should take the following steps.

1. Identify whether a conflict of interest exists

A director who has a direct or indirect "material" interest in a contract or transaction in which the condominium corporation is a party, or a proposed contract or transaction in which the condominium corportionmay become a party, is in a conflict of interest. What is "material" will d pend on the factual circumstances. Although "material" is not defined in the Condominium Act, it is commonly understood to mean a personal or financial interest that could affect a reasonable person's judgment or influence his or her vote. If in doubt, err on the side of caution and declare the conflict.

2. Disclose the conflict

Disclose in writing to the condominium corporation the nature and the extent of the interest at issue. Make the disclosure at the board meeing at which the contract or transaction, or the proposed contract or transaction, is first considered. If the director is not present at this meeting, then he or she should disclose the conflict at the next directors' meeting. If the director develops an interest in a contract or transaction after the corporation has entered into it, he or she should disclose that interest at the next directors' meeting.

If the contract or transaction is one that, in the ordinary course of the condominium corporation's business, does not require approval by directors, then it can be disclosed at the first directors' meeting held after the director in question becomes aware of the conflict of interest. Note: Special rules apply to the selling or buying of personal or real property of the condominium corporation and disclosure requirements. See section 40(3) of the Condominium Act.

3. Remove oneself

Make sure to physically remove oneself from the room when the board undertakes any discussions about the transaction or contract that poses the conflict of interest. The director with the interest is not entitled to be present during these discussions. Nor is the director with the interest entitled to vote on any motions relating to the contract or transaction. He or she does not count towards quorum on the vote unless:

a) The director's interest is limited solely to directors and officers liability insurance;

b) The director's interest is limited solely to remuneration as director, officer or employee of the condominium corporation; or

c) The board of directors is the first board of directors and the director has been appointed by the declaran to this board and his or her interest arises, or would arise, solely because he or she is a director, officer or employee of the declarant.

4. Create a record

Ensure that the board minutes record directors' disclosure of conflicts of interest and their removal from all discussions and decision-making in relation to the transaction or contract in question. Failing to properly follow the above steps could result in the contract or transaction being set aside and/or require the director in conflict to account to the condominium corporation for his or her profit or gain, which may possibly include paying damages to the condominium corporation. In addition, the owners may lose confidence in the director's leadership and requisition a meeting to have the director removed from the board or even sue the director for breach of his or her fiduciary duties.

However, if directors who are in conflict of interest comply with the above steps and act honestly and in good faith, section 40(7) of the Condominium Act relieves them from having to account to the owners or the condominium corporation for any profit or gain realized from a contract or transaction. Disclosure and good faith also prevent the contract or transaction from being set aside for the reason that a director had an interest in it. Following the above steps may also provide a director with a defence to a lawsuit or owners' demands for him or her to be removed from the board. A director's strongest protection is being open and transparent.

If a director has inadvertently failed to comply with the above recommended steps, section 40(8) of the Condominium Act offers one last opportunity to avoid having to account to the owners or the corporation for any profit or gain the director has realized and having the contract or transaction set aside. Section 40(8) allows the owners to confirm and validate the contract or transaction in question.

In order to meet the requirements of section 40(8), a director must show that he or she acted honestly and in good faith; that at least two-thirds

of owners at an owners' meeting called for the purpose of confirming or approving the contract or transaction voted in favour of doing so; and that the nature and extent of the director's interest is declared and disclosed in reasonable detail in the notice of meeting. Obtaining quorum for an owners' meeting and obtaining the requisite level of approval is not guaranteed and can sometimes be challenging.

Although section 40(8) is a saving provision, it is recommended that directors follow the four steps outlined above to ensure that they fulfill their statutory duties and do not suffer the consequences of failing to disclose a conflict and removing themselves from the decision-making process. Condo boards and corporations can ensure that directors properly disclose conflicts of interest by incorporating the four-step procedure into the Director's Code of Conduct that directors should sign when they begin or renew a term of office.

A Recent Case About Fire Code Compliance

James Davidson

In the case of ***YCC 221 v. Mazur,*** there were numerous violations of the ***Fire Code*** inside a unit.

Following an inspection of the unit, the Toronto Fire Services issued an order stating that the owners/occupants were:
"Collecting combustible material within [their] dwelling unit in a quantity and manner which constitutes a fire hazard..."

The excessive combustibles created risks in the following areas:

- The need to maintain adequate clearance between combustibles and the stove and other cooking elements.
- The need to maintain proper routes for egress from different rooms during an emergency.
- The need to maintain proper clearance for smoke alarm operation.

The order from the Fire Services directed the owners to remove combustibles from the dwelling as necessary to address these risks.

When the owners failed to comply with the Fire Services order (and after a number of delays), the condominium corporation applied to Court, seeking a Court order directing the owners to comply and also authorizing the condominium corporation to subsequently inspect the unit (to confirm the compliance). The Court granted these orders and also ordered the owner to pay 100% of the condominium corporation's costs. The Court said: *"To allow the unit to be in continued violation of a fire inspection order creates a serious hazard to the property and individual safety of other occupants of the Condominium Corporation."*

The Court also noted the potential liability of the condominium corporation when it comes to matters of Fire Code compliance.
On this point, the Court said:

"The Condominium Corporation itself is potentially liable for many of those hazards if it does not take steps to remediate them. Section 26 of the Condominium Act deems the corporation to be the occupier of common elements for liability purposes. Section 1.2.1.1 of the Ontario Fire Code obligates the 'Owner' of a property to carry out the provisions of the fire code. The term 'Owner' is defined in s.1.4.1.2 as 'any firm, person or corporation having control over any portion of the building or property under consideration and includes the persons in the building or the property.' The Condominium Corporation falls within the definition of 'Owner' and is therefore obligated to ensure that the respondents comply with the Ontario Fire Code and the Fire Protection and Prevention Act."

We've seen this responsibility of condominium corporations in relation to other Fire Code compliance matters, such as requirements respecting in-suite smoke alarms. By way of summary, the Courts have said that condominium corporations have a duty to take reasonable steps to ensure that owners fulfill their obligations under the Fire Code. What will be considered "reasonable" will depend upon the particular circumstances.

That said, this case also confirms the "ultimate responsibility" of the owner – including responsibility for all of the related costs.
The Court said:

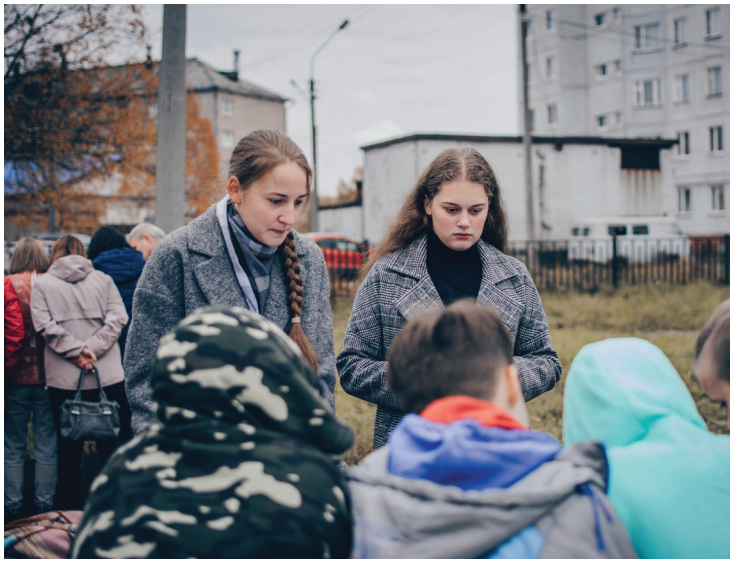
The underlying principle supporting full indemnity costs to condominium corporations is that if they are not entitled to full indemnity costs, it is the other unit holders who effectively bear the legal costs that have been incurred by an offending unit holder's conduct. That has been deemed to be inappropriate.

I have one last point that I'd like to mention: In such cases (where an owner fails to properly maintain or repair the unit), the condominium corporation may also have the right (or sometimes the obligation) to attend to the required work under Section 92 of the Condominium Act, and then to charge back the owner. However, this option may

be impractical if the owner blocks the condominium corporation's efforts (by steadfastly or forcibly blocking the corporation's entry to the unit). If that happens, it may be necessary to resort to the Courts (as occurred in this case).

As always, stay tuned to ***Condo Law News*** to keep up to date on the latest developments in condominium law!

The Duty to Reasonably Investigate Complaints



In the case of *TSCC 1978 v. Hackman,* the CAT dealt with noise complaints (made by other residents) against a particular owner (Mr. Hackman). But at the same time, the CAT also dealt with complaints from Mr. Hackman about noise created by others.

The CAT concluded that Mr. Hackman was indeed making unreasonable noise (in contravention of the corporation's governing documents and also in contravention of a previous settlement agreement). The Tribunal ordered Mr. Hackman to avoid creating unreasonable noise.

But again, the CAT was also required to deal with Mr. Hackman's complaints about noise from others. In particular, he complained about three types of noise:

- **noise from his neighbours' normal activities of living;**
- **"stomping" or loud walking in the unit above his;**
- **the sound of doors closing.**

Mr. Hackman asserted that there was *"little or no sound insulation and that as a result, normal sounds that would not usually be heard in a neighbouring unit are experienced as very loud".*

The Tribunal said:

I conclude that TSCC 1978 has an obligation to investigate Mr. Hackman's complaints of noise to determine if the noises are unreasonable, or an annoyance, nuisance or disruption and, if so, what, if any, abatement measures may be appropriate. After that, the issue of who may be responsible for any abatement measures that may be necessary can be considered.

I therefore order TSCC 1978 to conduct an investigation and pay for any costs involved in the investigation to determine the nature and source of

noises that may be coming into Mr. Hackman's unit, if they are unreasonable, and what could be done to abate the noise if it is determined to be unreasonable. The investigation should include noise coming from the floor of the unit above Mr. Hackman's unit. The board shall ensure that Mr. Hackman has notice of the investigation so that he can be present if he wants to be. The board shall share the part of any report that pertains to Mr. Hackman's unit with Mr. Hackman.

A duty to investigate will of course depend upon the particular circumstances. In my view this duty flows from a condominium corporation's obligation to enforce the Condominium Act and the corporation's governing documents (including obligations in the governing documents to avoid unreasonable noise that disturbs others). In appropriate circumstances, investigation may be necessary in order for the condominium corporation to assess its enforcement obligations.

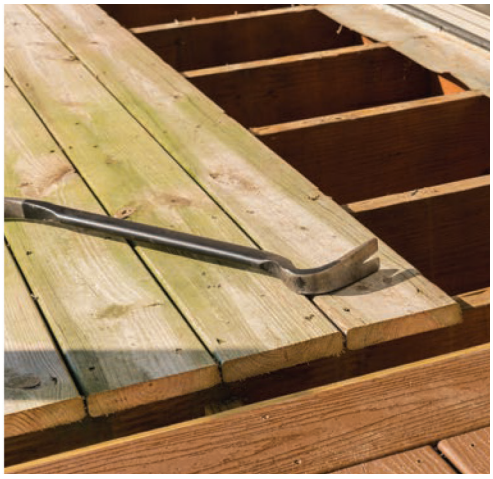
Deadlines to send the Periodic information Certificates

Under the Condominium Act, 1998

End of Fiscal Year	1st PIC	2nd PIC
January 31	Between May 1st and June 30	Between November 1st and December 31
February 28	Between June 1st and July 31	Between December 1st and January 30
March 31	Between July 1st and August 30	Between January 1st and March 2nd
April 30	Between August 1st and September 30	Between February 1st and April 2nd
May 31	Between September 1st and October 31	Between March1st and April 30
June 30	Between October 1st and November 30	Between April 1st and May 31
July 31	Between November 1st and December 31	Between May 1st and June 30
August 31	Between December 1st and January 30	Between June 1st and July 31
September 30	Between January 1st and March 2nd	Between July 1st and August 30
October 31	Between February 1st and April 2nd	Between August 1st and September 30
November 30	Between March1st and April 30	Between September 1st and October 31
December 31	Between April 1st and May 31	Between October 1st and November 30

Changes to Common Elements Indemnity Agreement Requirements

By: Lisa Breault, RCM; Angela Del Giudice, RCM; and Pamela Smuts, RCM



Approval for Changes to the Common Elements

In the late winter we all begin to prep for the spring rush of service calls and bookings that need to be done, and owners are throwing open their blinds and realizing how they too need to freshen up their space and get ready for summer. It is a flurry of activity here as we send out maintenance forms and receive emails, phone calls and have face-to-face interactions with owners all asking if they can add to, change or install features into their exclusive-use areas. Not to mention potential owners, their lawyers and real estate agents all asking in advance what the rules and regulations are for new owners who may want to perform renovations before they move in. It can be quite chaotic at times and having a system that can track and keep things in order is a must.

So, it was advantageous to discover that one of our clients had gone through the process and created an alteration application that helps to do just that.

This townhouse complex had gone through a legal process to create a multipurpose agreement Schedule B to their Bylaw #1 that replaces the single use Schedule A provided, and registers in advance a preset list of alterations to the unit that is determined to apply to that unit by a subsequent application process. The Schedule B outlines that board-approved alterations are allowed to be installed to the unit, the rules and regulations that surround these installations and the indemnities that go with it. The board diligently reviewed what they thought was an acceptable list of changes that offeredowners individual choices while providing direction to protect the aesthetic appearance for all resident owners as well as for the functionalityof the common exterior of the buildings. The Schedule B attachment they call the Schedule B-1, defines the alterations that are approved by the corporation in detail so that it is clear to owners the boundaries and definitions of what is acceptable and preapproved.

They have identified 11 areas that cover what an owner may want to change about their unit. This list of what is acceptable and preapproved is kept along with recommendations of preapproved service providers who can install features in a binder that is shared with the owners who are interested in proceeding with an alteration. The Schedule B-1 list and the application are handed out in the status certificate and as needed by request. They are also sent out with the newsletter with reminders that fit the season, for interior renovations in the fall and winter or exterior renovations in the spring and summer. Once an owner has requested an application they are to submit it to the board for review. Once reviewed by the board and property management it would be signed with approval or denial communicated back to them and held on file in the alteration binder.

There are instances w here more information is needed, or the board may approve an alteration with conditions or minor variances. This is all recorded on the application with a signature by the owner as a reminder that they are responsible for the repair and maintenance of the alteration despite it being on the exclusive use common elements that may otherwise be handled by the corporation. For example, the corporation is responsible for the repair and maintenance of the exclusive use decks; however, Schedule B-1 allows them to install privacy lattice. This lattice is then clearly defined as the responsibility of the owner. If an owner has installed a screen door or handrail that is above the standard unit we can easily reference the binder to determine responsibility to repair.

The predetermined list of what is allowed has saved us so much time in the approval process I cannot begin to describe its value. We do not have to remember what policies or principles were previously followed to allow for fairness and are far less cumbersome mthan having to hash it out if denials are challenged on that basis. I look forward to being able to take this example and applying where it is not already in place.

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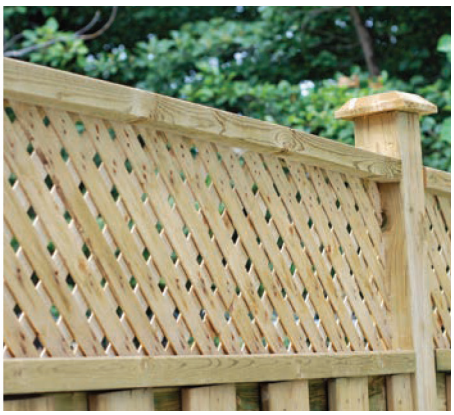
As condominium property managers we deal with many different owner requests and it is important to understand the process to follow when dealing with requests for changes to the common elements. Below we will cover three different scenarios and review when a request can be granted by approval of the board, if a Section





98 is required and when the board should consider proceeding with a Bulk Indemnity Agreement for their owners.

When the Change Requires a Section 98 – What Is Involved?

In the situation where an owner would like to add, alter or improve common elements and there is no bylaw (bulk indemnity), the owner would be required to register the addition, alteration or improvement to the common elements (including exclusiveuse **common elements) under** *Section 98 of the Condominium Act, 1998,* "Changes made by owners".

A change can be defined as an "addition" joining or connecting something to a structure, an "alteration" changing the structure, or "improvement" betterment or enhancement of the property. A Section 98 Agreementallows unit owners to modify the common areas while protecting the interests of the condominium corporation and other unit owners.

Section 98 of the Condominium Act allows an owner may make an addition, alteration or improvement to the common elements that is not contrary to the Act or the corporation's governing documents provided that:
a) The proposed addition, alteration or improvement will not detract from the appearance of buildings on the property or have an adverse effect on units owned by others or cause an increase in
expenses to the corporation, and
b) The proposed addition, alteration or improvement does not affect the structural integrity of buildings or be in breach of the condominium corporation's declaration, bylaws or rules.

Once these conditions are met and the board, by resolution, has approved the proposed change, the owner and the corporation are required to enter into a Section 98, "indemnity", or "alteration" agreement setting out the ownership, respective duties and responsibilities of the modification. This includes the cost of repair after damage, maintenance and insurance of the proposed change. It is recommended that drawings and/or specifications form part of the agreement to help clearly define the change and all of the owners' obligations resulting from it.

The agreement must then be registered on title to the owner's unit and once this is done, the agreement becomes binding not only on the current unit owner but on all future owners of the unit.

There are, of course, circumstances in which an owner would like to modify components within the boundaries of the unit. In these instances, the owner may still require board approval to make changes to his or her unit if the declaration requires it, but whether Section 98 will apply will depend on the type of change and the limits of the unit boundaries described in the corporation's governing documents. As an example, when an owner installs a new furnace, hot water tank or air conditioner, the majority of the changes are within the unit boundaries but if the venting for these components requires changes to the exterior wall/foundation, which in many instances forms part of a common element, a Section 98 agreement is required.

In the case where an owner has proceeded with an addition, alteration or improvement to the common elements without board approval or registering a Section 98 agreement, the board can mandate the alterations be returned to the original state.

In the end, it is best to check your condominium documentation and inquire with your property manager and/or board of directors prior to commencing a project.

Bulk Indemnity Agreement –What Is Involved?

A "bulk" indemnity agreement is an agreement that covers improvements made by owners of more than one of the units, ideally, the corporation would try to encourage all unit owners to take part in the bulk agreement. The primary motivation for doing this is cost.

Preparing, executing and registering a Section 98 agreement can be expensive for a unit owner to have to incur, and the unit owner is not always happy that they must pay to have the change registered on title and a lot of times do not understand why this needs to be done.

Naturally, this can cause dissatisfaction. However, despite sympathizing with an owner's concerns about costs, a condominium corporation cannot ignore the requirement of the Act to have a Section 98 agreement registered on title in connection with the owner's change to the common element.

If the corporation offers unit owners the opportunity to sign on with a "Bulk" indemnity agreement it would reduce costs significantly and the corporation could even arrange to cover the costs of the agreement for the owners. Therefore, it is possible to enter into a Section 98 agreement that contemplates future possible improvements that the current owner or a future owner of the unit might want to complete or that the board of directors might want to approve. It is not even necessary that the improvements get made.

As a result, the typical practice where "bulk" agreements are in place, has been for the board of directors, sometimes with consultation with unit owners, to come up with a list of acceptable possible improvements, as well as actual existing improvements, to ensure the agreement covers both so that every unit owner's needs and plans are accommodated.

There have been some variations on this and some corporations are no longer including a list of changes they will allow and have instead added an "approval" section which outlines the approval.

A sample of working that is in the "approval" section of the agreement:

1.The unit owners shall first seek the written consent of the board of directors for the proposed improvement, which consent shall be at the sole discretion of the board of directors to grant, include conditionally, or deny.
2.The unit owner shall comply with any and all conditions of installation and completion of the improvements imposed by the board of directors and complete the improvements in an expeditious
and workmanlike manner.

These are just two small examples of what can be added to the Bulk Indemnity Agreement and it is at the discretion of the board of directors. Boards should obtain legal advice on wording for their corporation.

In conclusion, what we have learned is that all condominium corporations deal with owner requests for changes to the common elements differently, and it is important that the property manager keeps the board of directors advised when a change requires a Section 98 to be registered on title for the unit owner.

It is important to enforce Section 98 and boards must consistently and diligently enforce Section 98 of the Act and require all owners to comply. Section 98 is not optional. If one or more owners are allowed to make an unauthorized change to the common elements, this may encourage other owners to make the same or similar change without obtaining the board's prior approval. The board of directors, and we as property managers, will have a serious problem that will not be easy to correct.

Lisa Breault, RCM, is CEO of Stratford Management Inc. The familyowned business began in 2007 and now Lisa has the privilege of overseeing its day-to-day functions and ultimate expansion. Lisa became an RCM in 2017. stratfordmanagement.ca

Angela Del Giudice is a Registered Condominium Manager at Condominium Management Group in Ottawa. Having held senior positions with Property Management firms throughout the Eastern Ontario region, Angela has overseen both residential and commercial portfolios throughout her 25 year career. By managing a diverse portfolio of properties, she has gained valuable knowledge and experience in the field of property management and has built her success and reputation by consistently providing a superior level of service to her clients. Condogroup.ca

Pamela Smuts is a condominium property manager at Weigel Property Management in Kitchener. She has been actively involved in the condominium industry for over 25 years, with experience as an owner, board director, property manager and in the condominium trades industry. She is actively involved in the condominium industry on the CCI Grand River Chapter's Board of Directors, CCI National Council and the Chair of CCI National's Community Committee. Weigelmanagement.com

Electrical Vehicle Chargers – Some Special Considerations

By way of recap, the regulations under the Condominium Act are designed to facilitate approval for EV Chargers and charging systems. See our previous blogs (dated March 29, 2018 and March 17, 2022) for more information. Very briefly:

1. After providing 60 days' notice to the owners, a condominium corporation can make upgrades for an EV charging system where such upgrades are estimated to cost less than 10% of the corporation's annual budget.

2. A condominium corporation can make upgrades for an EV charging system which are estimated to cost more than 10% of the corporation's annual budget, but in such cases the notice to owners must include an opportunity for owners to requisition a meeting to vote on the proposed upgrades.

3. Condominium corporations must give approval to an owner's request to install an EV Charger (for the owner), provided refusal isn't justified based upon expert advice (as set out in the Regulations) and provided the owner enters into an agreement dealing with responsibility for all related costs and other matters which is registered against the owner's unit. In many cases, we find that a by-law is an excellent way to regulate the required agreements with owners.

Depending upon the circumstances, there may be some other special considerations. For instance, in some cases it may be necessary to make upgrades to the building's common element electrical infrastructure in order to increase (or maximize) the opportunities for installation of EV Chargers on the property. And in some cases, the opportunities (for installation of EV Chargers) may be fewer than the number of units. This may raise some important questions:
• Can those owners who receive an opportunity to install an EV Charger be required to pay for the corporation's infrastructure upgrades (needed to create these opportunities)?
• What if the demand to install EV Chargers may one day exceed the supply of EV Charger Opportunities in the building?

In our view, these sorts of issues may require careful consideration in each case; and there may be different solutions. Sometimes, it might well be

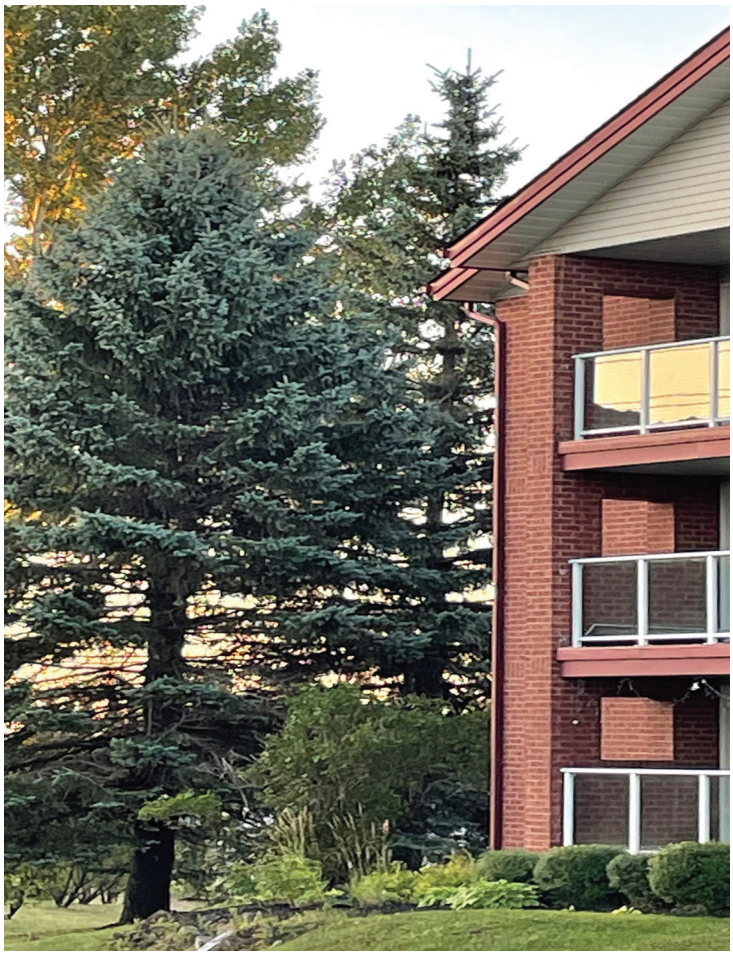
proper for owners who receive an EV Charger Opportunity to cover related costs for infrastructure upgrades. [In general, our feeling is that owners should be contributing to the cost of upgrades if they receive an opportunity, even if they don't immediately "take advantage" of that opportunity (by installing an EV Charger). But again, this may depend upon the specific circumstances.] If there is a limit on the available opportunities, the Board may also need to find creative ways to allocate or share the available opportunities between the interested owners.

In our view, the overriding principle is as follows: All owners must be treated fairly. In most cases, this will mean that all owners must have *an equivalent chance to enjoy the available EV Charger Opportunities in the building.*

In some cases, this might mean that owners who originally receive an opportunity to install an EV Charger (for instance, on a "first come first served" basis) might one day be required to relinquish or share this opportunity, if demand for EV Chargers in the building changes (and therefore exceeds the supply of opportunities). This in turn may mean that adjustments or rebates may be necessary, for instance if owners who have previously contributed towards costs for infrastructure upgrades subsequently lose their EV Charger Opportunities. Note as well that this possibility for adjustments or rebates may need to be mentioned in the status certificates (so that all purchasers are also aware).

Another obvious important factor is as follows: In many cases, it may be possible to increase the EV Charger Opportunities, in future, by way of infrastructure upgrades (or further infrastructure upgrades). But infrastructure upgrades can't necessarily be guaranteed. For instance, depending upon the estimated cost, owners might have the right to "vote down" a proposed upgrade. Also, future upgrades may "cost more", which could also trigger a need for additional adjustments or rebates. All of this could get quite intricate and tricky in some cases.

The bottom line is as follows: Condominium corporations may need to grapple with the reality that opportunities to install EV Chargers may, in some cases, not meet the demand (now or in the future). In such cases, the challenge for the Board and Management will be to come up with fair ways to allocate or share the available opportunities and the related costs. The solutions may vary from case to case.



Condo Records – Retention Chart

Record	Retention time
Financial Records	7 years
Minutes of board / owners meetings	At all times
Declaration / by-laws / rules	At all times
Returns/Notices filed with CAO	7 years
Turn-over documents	At all times
Performance Audit	At all times
Owner / Mortgagee / Tenant list	At all times
All RFS and Funding plans	At all times
All Agreements entered into by corporation	7 years from expiration
Reports from inspector	7 years
Proxies & ballots including electronic voting	Minimum 90 days
Status Certificates	7 years
All material / records provided/obtained by corp.	7 years
Employee records created/received by corp.	7 years
Related to units/owners created/received by corp.	7 years
Litigation records (actual or contemplated)	7 years from conclusion lit.
All insurance policy (current or expired)	At all times (or 7 years for expired ones)
Insurance / claims records created/received	7 years or at all times while ongoing
Any redacted docs under s.55	Same period as if un-redacted
Warranties	At all times
Records related to changes to common elements, assets or services, including EV charging station.	7 years
Drawings	At all times
Architects/Engineer/Appraiser opinion	7 years
Pools: Daily testing, reading, records…	1 year

CHECKLIST: ELECTRIC VEHICLE CHARGING STATION (EVC'S) INSTALLATION FOR MULTI-RESIDENTIAL BUILDINGS

1. Make a Plan

These questions will help you determine the equipment needed,cost and feasibility of the installation process.

- How do EVCS fit within the existing building electrical infrastructure?
- Can your current electrical system support your future EVCS needs?
- Have you called the utility to determine your load capacity? They should be involved in your planning.
- Are there other electrical issues that need to be addressed prior to installing ECVS?
- Will the EVCS equipment be installed in a communal area or will it be in reserved parking?
- Will the EVCS be indoors or outdoors?
- How many residents drive electric cars? Are more expected?
- Who will cover the cost of energy consumed?
- What are the overall expectations of residents?

2. Work with your Board

For building managers and condo boards planning to install an EVCS or that are reviewing a request from a resident to install one, the Condominium Authority of Ontario (CAO) has a step-by-step guide to navigate the process.

3. Hire the right people for the job

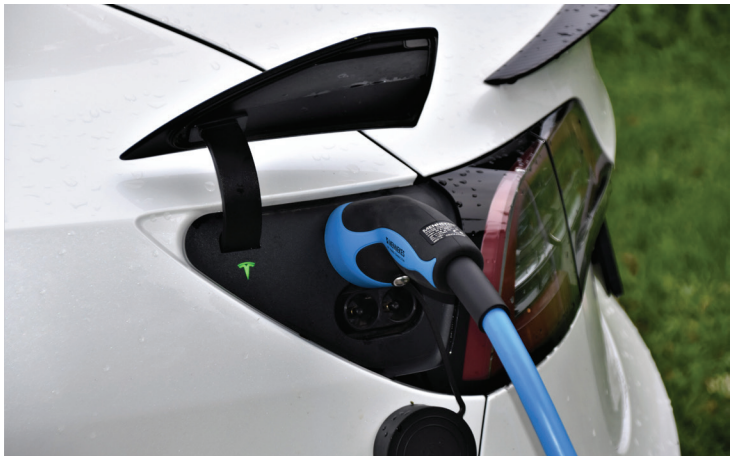
Electrical work is dangerous and can put property and residents at risk. In Ontario, only a Licensed Electrical Contractor can be hired to do electrical work in your property. Licensed Electrical Contractors are bonded and insured, providing you with peace of mind. Find a Licensed Electrical Contractor with ESA's Contractor Lookup Tool and ask them to take out the appropriate permit with ESA. This ensures that the work is reviewed and approved by an ESA inspector, and you'll receive a Certificate of Acceptance for insurance purposes.

Only Licensed Electrical Contractors can provide you with an ECRA/ESA license number that proves they can operate their electrical contracting business in Ontario. This license number should appear on their vehicles, business cards and estimates. Ask to see it. If you are working with a vendor, here are a few questions to ensure the work being done is safe:

- Are they hiring subcontractors to complete the installation?
- Is the installation being done by a Licensed Electrical Contractor with an ESA permit?
- Does the equipment purchased carry AN OFFICIAL MARK OR LABEL OF A RECOGNIZED certification or evaluation agency?

4. Develop a Regular Electrical Maintenance and Repair Plan

As your property ages, regular electrical maintenance and repair are essential to keep up with ongoing ELECTRICAL DEMANDS. THIS ENSURES THAT EVERYTHING IS WORKING AS SAFELY AND EFFIECIENTLY AS RESIDENTS expect. If your building was built more than 10 years ago, consider the systems in place and the implications for EVCS. These should be addressed before undertaking an installation of this nature. Learn more about creating a regular maintenance and repair plan at *www.esasafe.com/aging*.



Section 98 Agreements: What Are They and When/Why Are They Necessary?

Stephanie Sutherland
Cohen Highley LLP

In every condominium corporation, the land and structures are divided into units or common elements. What is 'unit' and what is 'common element' is set out in the Declaration and the Description for each condominium.

Section 97 of the Act addresses changes to be made by the condominium corporation, at the direction of the elected Board of Directors. Generally speaking, owners are not permitted to make changes to the common elements; only the condominium corporation may do so. However, section 98 of the Act deals with changes made by owners to the common elements, and how and when those changes may be permitted by the condominium corporation.

According to section 98(1), an owner may make a change (referred to in the Act as an "addition, alteration or improvement") to the common elements if four conditions are met:

1)The Board has made a resolution to approve the change;

2)The owner and the condominium have entered into an agreement that contains certain provisions (this agreement is discussed in more detail below);

3)The requirements of section 97 have been met with respect to notice of other owners, where applicable; and

4)The condominium has included a copy of the agreement in the notice that the condominium must send to owners.

It is only when these four conditions are met that an owner will be permitted to make changes to the common elements. It is important to note that, pursuant to section 98(2), the third and fourth conditions do not apply if the changes will be made to exclusive use common elements of which only that owner has exclusive use, if the Board is satisfied of certain conditions including that the change will not have an adverse effect on other units, will not affect the structural integrity of the condominium's building(s), and will not detract from the overall appearance of the property.

" The condominium is entitled to lien the owner for any breach of the agreement, and the agreement is binding on any future owners of the unit, which is why it must be included in the status certificate for the unit. "

The agreement required by section 98 (referred to as a Section 98 agreement, an alteration agreement, and/or an indemnity agreement) must include certain provisions:

1)Who is responsible for the costs of making the change, condominium or owner? It will almost always be the owner's responsibility, although this may not be the case in certain situations, such as when accommodation is required under the Human Rights Code;

2)Who is responsible for the changes once made, including responsibilities for carrying out and paying for repair after damage, maintenance, and insurance; and

3)Who will have ownership of the changes.While these are the only provisions that are required by the Act, most section 98 agreements will also include certain other provisions, such as how the approval process will work: how an owner is to propose changes, what information will need to be provided to the Board for the Board to review and potentially approve the proposed changes, and the timeline for the Board to review and either approve the proposed changes or request additional information or amendments to the changes. The agreement may also include provisions relating to the legal fees incurred and who will be responsible for paying those (usually the owner), and how disputes over the agreement will be addressed.

The agreement will not be effective until it has been signed by the owner(s) of the unit and by the Board of Directors on behalf of the condominium corporation, and registered against title for the unit. The condominium is entitled to lien the owner for any breach of the agreement, and the agreement is binding on any future owners of the unit, which is why it must be included in the status certificate for the unit.

A section 98 agreement may be done either as an individual agreement or as a bulk agreement. Individual agreements will be the reasonable choice when there is a specific change that one owner wants to make to a portion of the common elements or to that owner's exclusive use common elements. A common example of this is adding a ramp or other type of entry to a unit in order to address mobility issues experienced by a resident of the unit.

Bulk section 98 agreements, on the other hand, are commonly used when there are certain modifications that are expected to be desired by multiple owners. Examples may include the installation of gardens, skylights, hot tubs, electric car charging stations, and many others. Bulk agreements are advantageous because the legal work involved is not substantially greater than that involved with creating an individual agreement, but the cost can then be distributed amongst all of the participating owners instead of one owner being responsible for the entire amount of an individual agreement.

In the case of bulk agreements, these can be done either by the Board passing a resolution, as with individual agreements, or by creating a by-law of the condominium. There are many benefits to creating a bulk section 98 agreement by-law, including that, since a majority of owners must approve the by-law, the Board of Directors can be assured that a majority of the owners in the condominium are in support of the proposed agreement and potential changes to be made under it. Also, an agreement that has been put in place via resolution can be rescinded or amended simply by another resolution of the Board, while a by-law change requires another vote of owners. This means that owners will have more stability and certainty regarding the section 98 agreement if it has been put in place through a by-law.

" Section 98 agreements can be done retroactively and will still be applicable as of the date that the change was made, if the agreement is properly drafted. "

While a registered section 98 agreement is the only way that a unit owner can legally make changes to the common elements, including exclusive use common elements, the reality is that often owners make changes to the common elements either without seeking Board approval or without entering into a section 98 agreement with the condominium. If you are on the Board of your condominium and there is a unit/owner in this situation, don't panic! Section 98 agreements can be done retroactively and will still be applicable as of the date that the change was made, if the agreement is properly drafted. If an owner refuses to enter into a section 98 agreement, the condominium can potentially require the owner to remove any changes and return the common elements to their previous state, and if the owner fails to do so, the condominium can do the work and charge the costs back to the owner. However, speak with the condominium's legal counsel before taking those steps to make sure that you do so in accordance with the Act and with your condominium's Declaration and other governing documents!

One final note that all owners and Boards should remember is that section 98 agreements are not optional; when a Board insists on having a section 98 agreement in place, the Board is not being difficult or causing problems for an owner, but is simply ensuring that the condominium is in compliance with the Act. If everyone works together to get a section 98 agreement in place, then this will make things much simpler and more straightforward if issues with the changes arise in the future. Section 98 agreements are for the benefit of everyone.

Vitual AGMs and Electronic voting are here to stay!

by: Rod Escayola | June 9, 2023

The "Less Red Tape, Stronger Economy Act" (Bill 91) received royal assent yesterday, which will amend the Condo Act to:
• permit condos to hold virtual or hybrid meetings;
• permit voting to be done electronically; and,
• facilitate how notices and other documents are sent to owners.

The above will be allowed without the requirement of passing a by-law, but corportions will be able to tweak or restrict the above to meet their needs.

These changes will come into effect on October 1, 2023. [Until then, these measures continue to be permitted by the temporary schedule to the Condo Act.]

You can review Bill 91 here. Read on for more details.

Virtual meetings

The amended Condo Act will permit both board meetings and owners meetings to be held by electronic means or in a hybrid manner (with some in-person and others by electronic means).The corporation's by-laws may limit the manners by which these meetings may be held and may specify requirements that apply.

Board meetings

Virtual or hybrid directors' meetings will be allowed but provided that all persons participating to the meeting are able to communicate with each other simultaneously and instantaneously. (So no meetings by emails.) Also of interest, boards will no longer require the consent of all directors before being able to proceed virtually.

Owners meetings

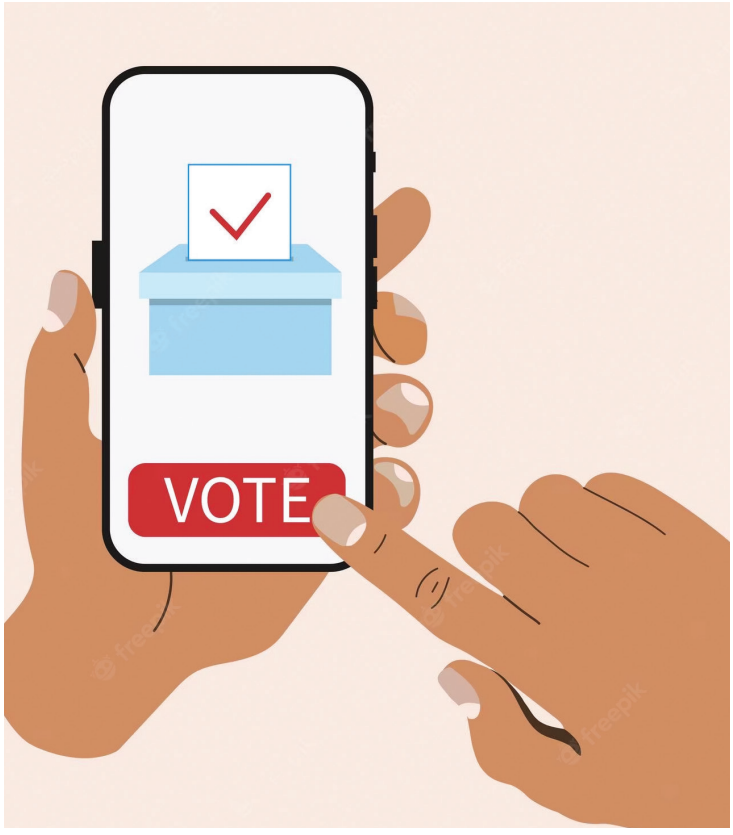
Virtual or hybrid owners' meetings will be allowed – provided that all persons entitled to participate to the meeting can reasonably participate. There is no definition of what "reasonable participation" entails.

Electronic voting

Owners will be able to vote electronically or in person (or by proxy). Electronic voting will include electronic ballots or voting by phone, in addition to many more modern methods such as.... (I'm not making this up)... fax. The corporation will be able to pass by-laws to limit the manners by which a vote may be conducted. There will also be changes to record keeping of ballots.

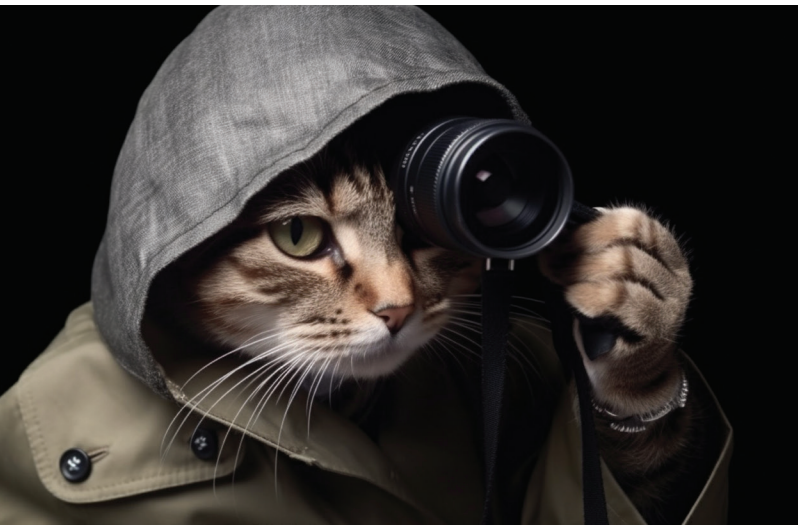
Notifying owners by emails

With the coming changes, condo corporations will be able to communicate and send notices to owners electronically – unless they have in place a by-law preventing it.



When It's Okay To Play Pet Detective

By Sonja Hodis



The instances of condo residents improperly using "medical reasons" to escape the enforcement of pet restrictions found in condo declarations or rules is on the rise.

On one hand, many property managers and boards of directors are fearful of investigating and challenging these types of claims, even when they think the claim is illegitimate. On the other hand, they want to fulfill their statutory duties and consistently enforce condo rules to avoid setting unwanted precedents.

A recent case (in which the article author acted for the condo corporation) provided much-needed guidance for property managers and boards of directors who find themselves in these situations. It confirmed what a reasonable investigation looks like as well as the basis for denying an illegitimate request for accommodation.

In SCC 89 v. Dominelli et al., the condo corporation had a rule which restricted the size of dogs and cats permitted in the building to those weighing less than 25 pounds. The owner and his fiancé (hereafter also referred to as "residents") had a dog that weighed more than 25 pounds.

When asked to remove the dog, the owner advised that the dog was required for his fiancé's job, which involved working with children with autism. The board met with the residents to discuss the issue and the residents confirmed that the dog was required as a therapy dog for children with autism.

At that point, the owner properly requisitioned a meeting to try to amend the rule, but the motion to amend the rule was defeated. Afterwards, the board advised the owner that the dog had to be removed as it did not service someone who resided at the condo. The residents then said, for the first time, that the dog was a therapy dog required for the fiancé's own medical issues. The board asked the residents for medical documentation to support their new claim and requested a second meeting with them to discuss the request for accommodation.

The residents refused to meet with the board, but the fiancé provided several letters from a doctor advising that the fiancé had a "medical condition" and required the dog for her own well-being.
Other areas of practice include estate administration and disputes, property law disputes and employment law issues.

However, the letters failed to provide any objective medical evidence of a disability recognized under the Human Rights Code, the fiancé's disability-related needs and how a dog weighing more than 25 pounds was required to address those needs. Nor did the medical reports provide any clear diagnosis, citing only symptoms the fiancé was experiencing.

The board denied the request for accommodation and provided the residents with detailed reasons for its decision. On this basis, the board advised the residents that if the dog was not removed by a certain date, it would commence a compliance application.

The residents failed to remove the dog, so the condo commenced a court application for compliance. Following this, the fiancé filed a Human Rights Tribunal application, which was stayed pending the outcome of the court action.

The court agreed with the board's decision that there was insufficient evidence to establish that the fiancé had a diagnosed mental disability under the Human Rights Code or to suggest that a dog weighing more than 25 pounds was required to meet a disability-related need.

The court granted a compliance order under section 134 of the Condominium Act and ordered the dog removed. The court also held that the condo had not breached any provision of the Human Rights Code. Plus, the court ordered the residents to pay $45,750 in costs. Ultimately, in SCC 89 v. Dominelli et al., Justice Quinlan confirmed the quality and type of medical evidence that residents must produce in cases where they are claiming that they should be exempted from their condo's pet rules for mental disability reasons. Justice Quinlan also confirmed that unless a resident provides the necessary evidence and cooperates in the accommodation process, the condo corporation has satisfied its duty to accommodate under the Human Rights Code.

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Other areas of practice include estate administration and disputes, property law disputes and employment law issues.

Boards and property managers must deal with accommodation requests promptly to meet their procedural duties under the Human Rights Code. However, this doesn't preclude them from questioning the information they are being provided and investigating further — especially if they have concerns.

SCC 89 v. Dominelli et al. reassures boards and property managers that they are allowed to request proper medical documentation before they decide whether to allow an exception to the rules. The decision also gives condo boards the confidence that in cases of insufficient evidence of a disability, or a disability. Other areas of practice include estate administration and disputes, property law disputes and employment law issues related need for an exception to the rules, they can deny the request for accommodation and proceed with a court application for compliance. Dealing with issues of compliance in the face of requests for accommodation is not easy. Boards and property managers are wise to obtain legal advice early on in the process.

SCC 89 v. Dominelli et al. teaches residents who are making requests for accommodation that they must be prepared to provide objective medical evidence that diagnoses the disability and outlines the disability-related need and how an exception to a rule is required to address the disability-related need. A doctor's letter that states someone has a "medical condition" without a clear diagnosis and a listing of disability-related needs isn't enough.
Residents must also be prepared to cooperate in the process and respond to reasonable requests for information or attend meetings. Otherwise, the courts may find that the condo corporation has fulfilled any duty to accommodate by attempting to discuss and investigate the request for accommodation with the resident.

Lastly — and especially with cases of illegitimate accommodation claims aimed at averting pet rules on the rise — residents should be aware that they face significant cost orders if a condo corporation gets a compliance order after denying a request for accommodation.

Sonja Hodis is a litigation lawyer based in Barrie that practices condominium law in Ontario. She was legal counsel to SCC 89 in the above case. She advises condominium boards and owners on their rights and responsibilities under the Condominium Act, 1998 and other legislation that affects condominiums such as the Human Rights Code. She represents her clients at all levels of court, various Tribunals and in mediation/arbitration proceedings. Sonja has also gained recognition for creativity and tenacity in ground breaking human right caselaw in the condominium industry. Sonja can be reached at (705) 737-4403, sonja@hodislaw.com or you can visit her website at www.hodislaw.com or watch her videos at www.condoinmotion.com.

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Snow and ice contractors brave insurance blizzard

New legislation and a first-of-its-kind standard may quell a crisis that is ultimately affecting condo corporations - Thursday, January 6, 2022

By Rebecca Melnyk

A hard global insurance market has been affecting all types of service providers across Canada, but one in particular is feeling the chill and facing a crisis point, the effects of which will trickle down to private property owners and condo corporations.

Two years ago, Tony DiGiovanni, executive director of Landscape Ontario, began receiving weekly phone calls from snow and ice contractors. Their insurance premiums were escalating, and some, who spent years building their business, couldn't obtain any insurance at all. "It started off at 25 per cent, then you'd hear stories about 40 per cent, then 600 per cent," he says. "It's a crisis not just for members, but eventually, if this doesn't get solved, who is going to keep Ontario safe? It will affect everybody."

There is a confluence of factors. At the heart, is a heightened amount of slip-and-fall claims. Fewer insurance companies are willing to insure risky businesses now, but with snow contractors, it's largely due to this particular liability that property owners and managers pass on to the contractor

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through the Occupiers' Liability Act (OLA). Because snow and ice contractors assume control over a property during a contract, they are deemed at fault if someone is injured from a slip-and-fall.

Terry Nicholson, vice-president of Clintar Landscape Management and chair of Landscape Ontario's Snow and Ice Sector Group, says the costs to fight these claims are so expensive that insurance companies are settling them before they reach the court.

"Because there have been so many claims coming in year after year, the rates are getting out of control; they're not sustainable," he says. "In some cases, contractors are paying 15 per cent of their revenue for just liability insurance."

David Amadori, senior vice-president of commercial practice at Marsh Canada, provides insurance to the industry. He says snow and ice contractors have always faced insurance challenges, even in the best of times. But with commercial insurance premiums rising in general, this class is "firmly on the outside looking in when finding favour with insurers."

He also says condos are among the riskiest types of snow removal to engage with when it comes to frequency of claims. "In over 10 years, I've seen more slip-and-falls at condo corporations than I do at some large retail locations," he says.

As snow contractors face insurance woes, condo corporations are equally challenged," says Amadori. Owners who slip-and-fall on their condo property are consequently suing themselves through any claims. "The condo corporation policy will pay for that, but ultimately, when that happens, condo insurance grows more expensive, and the maintenance fees rise," he says. "It's a self-defeating cycle." But while condo corporations have those fees at their disposal, contractors can't blend those costs into their operations, he adds. To raise their own fees could mean losing a client who might look for business elsewhere. Behind such incessant claims, at condos or other properties, is a heightened environment of contingency lawyers who offer free representation to claimants, with no recourse if a claim goes away, says Amadori. On the other hand, legal costs must still be incurred by contractors who are forced to defend themselves—costs that are paid for by the contractor's chosen insurance company. "Even a victory for a contractor in the current environment costs them money, and a loss for the claimant costs them zero," he says.

As DiGiovanni notes, many claims, in general, tend to be settled for $20,000 to $30,000, in place of lengthy and costly legal battles. "The bigger companies are growing bigger and the little companies are being squeezed out because they can't afford it."Costs must then be passed down to condo corporations, with some property managers facing a smaller pool of snow contractors as the winter season arrives.

Val Khomenko, principal condominium manager for Regional Group in Ottawa, says the crisis of insurance premiums in the snow removal industry is directly affecting the finances of condominiums and properties, as buildings also face their own insurance crises."Smaller contractors are folding and closing shop, left and right. Fees are certainly being raised," he says. "One of the main complaints we are also getting is the lack of labour force, which naturally affects the deliverables and the service level. Colleagues are reporting similar instances."

He says fewer smaller snow removal companies combined with higher premiums for all companies creates "a disastrous recipe of significant disadvantage to properties," which not only use the services of these small contractors, but also can't afford large increases in contracted maintenance.

Ploughing Away Frivolous Claims

Landscape Ontario's Snow and Ice Management Sector Group has been working on a number of fronts to help keep contractors in business.
In January 2021, Bill 118—The Occupiers' Liability Amendment Act, 2020—came into effect in Ontario. The private member's bill, introduced by Parry Sound-Muskoka MPP Norm Miller, reduced the statute of limitations for claims arising from snow or ice-related injuries from two years to 60 days.

The idea is that it will keep frivolous claims at bay. "Our members were seeing the pattern just before the two years were up—that's when they'd get the claim," says DiGiovanni. "Someone was banking on the fact the data would be lost."

With incidents fresh in mind, contractors can now account for details that could otherwise go missing over time, such as the weather, how much salt was used, and the type of footwear one was wearing during a fall.

Results of this amended legislation will likely surface this summer—after the 2021-2022 snow removal season, which typically lasts until mid-April when contracts end. Amadori says by mid-June, that 60-day window will have expired, and insurers who had snow removal liability on their books should have an understanding of the exposure that took place.

"My expectation is that the data set that exists after this winter could be quite compelling," he says. "It could materially reduce the amount of slip-and-falls that have been brought forth towards snow removal contractors, ultimately reduce the frequency of claims and, in turn, reduce the total costs associated with insuring this sector. "In addition, the erosion of risk associated with the industry from an insurer perspective could attract more insurance capital to the sector creating downward pressure on rates with more options for contractors."

A First-Of-Its-Kind Standard and New Models

As a shield from liability, the snow and ice management industry developed

a standard form contract to clearly delineate the scope of work. It also continues to educate its members about the value of documentation. Amadori points out there is also more technology now that allows for time-stamped, concrete data to help support the defence of a contractor in the case of a frivolous claim.

A self-insurance retention model, inspired by the elevator industry's own experience with frequent claims, is another option. About 12 large snow contractors who couldn't obtain insurance are pooling their insurance premium to cover their initial number of claims, and are more able to get catastrophe insurance. What isn't spent from the investment over a period of five years is paid back.

"With that model, they're actually working to be better companies, as well," says DiGiovanni. "Now, the claims come under their premium, so naturally, they have to be more inclined to look at all the details: doing the best job they can from a risk management perspective."

More recently, the group of contractors who started the self—insured retention model has approached the Canadian Standards Association (CSA) to develop a nationally recognized standard of care for snow and ice operations. "Often what members have told me over the years is that judges don't know what is a good standard to compare things to; they don't have data so they don't understand," says DiGiovanni. "How do you solve a claim when there is no standard to judge that claim on?"

The multi-stakeholder collaboration, supported by Landscape Ontario and the Canadian Nursery Landscape Association, could take over a year to publish, but it would serve as proof, showing a contractor fulfilled a job under certain criteria and met the industry standard.

Through a model in New Hampshire, businesses that are part of the Green SnowPro accreditation program are protected from liability unless they are negligent.

The idea is that by using less salt, a known groundwater contaminant, there is leeway for contractors who prove they have properly completed their job. Landscape Ontario is pursuing this model, having joined the Freshwater Roundtable.

The alliance, with members from conservation authorities, environmental protection groups, property owners and managers, multiple levels of government, legal representatives, insurers and contractors, is proposing legislation that will make it mandatory for snow operators to become Smart about Salt (SAS) accredited and, thus, protected from liability unless negligent. "We will know in the next six months if that will go anywhere," says DiGiovanni.

Salt has a questionable history as it stands. Not only does it harm freshwater systems, but it can be tracked through condo buildings, causing damage and higher maintenance costs.

Nicholson says it's used far too liberally. "But it's our only defence," he says. "Most of us are landscapers and we take care of green things first. We know that salt is damaging and we want to reduce the impact we're having on the environment, but because of the fear of ending up in litigation, we tend to over apply."

Without giving salt the sufficient time it requires to work properly, he says it becomes more of a traction aid than a de-icer. If change doesn't come through the OLA, then the exorbitant amounts of salt may likely never cease.

What is raising financial alarms is also cause for environmental advocacy, and at the crux of these concerns is human welfare."We're at hospitals, schools, government buildings, recreational centres, nursing homes, condos, retail centres and other workplaces—private contractors do most of the snow removal in the province," says Nicholson. "If they are leaving the industry, and insurance companies aren't insuring new companies, then ultimately, it affects the safety of everyone in the province."

MEMBERS - CATEGORIES

LEGAL

Cheadles	622-6821
Common Ground Condo Law - Gareth Stackhouse	416-467-5712
Chris Jaglowitz	416-467-5712

FINANCIAL INSTITUTION

Condominium Financial	647-250-7260
Toronto Dominion Bank	807-355-3807

ACCOUNTING

LCPS Professional Corporation	623-0600

CONSTRUCTION / CLEANING / SECURITY

North-West Electric	345-7475
Apex Security	344-8491
First General – Thunder Bay	623-1276
DRD Contstruction	807-623-4540

PROPERTY MANAGEMENT / REAL ESTATE

Mirabelli Real Estate Corp.	346-5690
Synergy Property Mgmt, Inc.	620-8999
ReMax First Choice Realty	344-5700
Mario Tegola, ReMax First Choice Realty	473-7206
Vince Mirabelli, ReMax First Choice Realty	474-1765
Alexander Mirabelli, ReMax First Choice Realty	629-4410
Christine Lannon, Royal LePage Lannon Realty	620-3217
Kelsey Belluz, ReMax Generations	472-9292

INSURANCE

BFL Canada	204-396-7384
Westland Insurance	800-465-7797

CCI-NWO - 2022-2023 Membership List

CCI-NWO has 42 condominium memberships representing a total of 1707 units.

Condo #	Name	# of Units
1	The Carriage House	22
2	Varsity Square	48
3	Guildwood Park	70
4	Guildwood Park	40
5	Waverley Park Towers	151
6	Guildwood Park	40
7	McVicar Estates	54
8	Glengowan Place	54
9	Parkwest Meadows I & II	54
10	Maplecrest Tower	98
12	Parkwest Meadows III	50
13	Victoria Park	35
14	Parkview Condo	17
15	Boulevard Park Place	72
16	Leland Court	13
17	Signature Court	36
18	Parkwest Manor 1	31
19	Harbourview Terrace I	67
20	King Arthur Suites	36
22	Parkwest Manor II	31
25	Harbourview Terrace II	35
26	Brookside Place	24
28	Banting Place	48
29	Brookside Manor	48
31	Fanshaw Place	36
33	Marina Park Place	29
38	Hilldale Gardens	38
39	Silver Harbour Estates	29
40	Foxborough Greens	26
41	Pinecrest Manor	32
42	Fanshaw Place II	30
48	Mariday Suites	32
50	Lakeview Suites	24
51	Superior Lofts	14
52	Allure Building	51
54	Terravista Townhomes	18
55	Terravista Condos	30
56	Aurora Building	48
58	Hillcrest Neighbour Village	19
60	Hillcrest Neighbour Village II	15
61	Fountain Hill	24
KCC #		
10	Island View	38

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Insurance Fundamentals

CCI Northwestern Ontario is excited to announce an upcoming Seminar, Insurance Fundamentals, that will be held on October 14, 2023 starting at 10:00am until 12:30pm. Registration opens at 9:30am.

Seth Henoch with BFL Canada will be presenting the topic of Insurance Fundamentals. Understanding all the components of a condominium's property insurance is a crucial part of being a responsible director. Specifically, regarding that the Condominium Act clearly stipulates that a corporation "shall obtain and maintain insurance."

Course 102 - Insurance Fundamentals will examine the difference between what the corporation must insure and what insurance responsibilities rest on the unit owners. It will speak to the difference between regular repair and maintenance and insurable losses.

It's crucial that directors understand how to navigate the complexities of their insurance above property insurance.

Where you will learn:

- **Property insurance obligations.**
- **What a standard unit definition is.**
- **The effect of not having a standard unit definition.**
- **The creation of the standard unit and how it is applied.**
- **What insurance coverage a unit owner should obtain.**
- **Other insurance obligations.**

This Event will be in person at the West Arthur Place Building in Suite 105 on the main floor and Lunch will be served.

Please be advised there is a fee of $75 to attend this in-person seminar.

Attendance at this seminar will contribute towards your CCI Director Certificate Program which consists of 8 Ontario-wide fundamental courses.