

Superior Region Condo News

FALL 2018



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*Rates based on a per issue basis.

Message from the President

Daniel P. Kelly, CPA, CA, BBA

As President of our local Northwestern Ontario Chapter, I thought it might be useful to review the key features of membership in our organization. In that regard the following sets out what CCI is and how it works for you as detailed in our website cci.ca.

WHAT IS CCI?

The Canadian Condominium Institute is the Voice of Condominiums in Canada. It is a national, independent, non-profit organization dealing exclusively with condominium issues. Formed in 1982, CCI represents all participants in the condominium community. Interested groups are encouraged to work together toward one common goal -- creating a successful and viable condominium community.

CCI:

- Is the only national association to serve as a clearing house and research centre on condominium issues and activities across the country.
- Assists its members through education, information dissemination, publications, workshops, conferences and technical assistance.
- Encourages and provides objective research or practitioners and government agencies regarding all aspects of condominium operations.
- Lobbies provincial and federal governments for improvements to legislation.
- Advocates for higher standards in all services to the condominium client.

CCI operates primarily through Chapters across the country. The National membership meets once each fall for the Annual General Meeting, held in Toronto. Day to day business at the National level is conducted through the National Board, its Executive and its manager, Association Concepts.

The CCI National structure comprises an Executive Committee, National Directors and various standing and ad hoc committees. Our Constitution and By-laws are available in our documentation section.

WHY JOIN CCI?

We Invite You to Become a Member

CCI welcomes all persons and businesses with interests in the condominium community to become members. Join our CCI Chapter and receive the benefits of belonging to the only national condominium organization in Canada.

CCI membership entitles each member to:

- One vote at the Chapter general meetings
- · One vote at the National Annual General Meeting
- The right to run for office at the Chapter and National levels
- · Copies of Chapter and National newsletters
- Access to Chapter education programs at member rates
- Information about member trades, services and professionals
- Access to an informal network of condominium professionals across Canada.

Each Chapter may provide additional membership benefits. Membership fees are set by the Chapter.

CCI... Working for You

Working on behalf of the condominium industry and its residents. CCI's objectives are:

- To Educate...through educational courses, seminars and networking all designed to equip condominium directors, homeowners and suppliers with the skills and knowledge necessary to conduct the affairs of a condominium corporation in a proper and diligent manner.
- To Offer Professional Assistance...members may request referrals to appropriate professionals and services.
- To Improve Legislation Affecting Condominiums...
 CCI's Provincial Legislative Committees are
 constantly working with provincial governments in
 order that they produce legislation that reflects the
 improvements required to properly protect directors
 and condominium homeowners.
- To Development Standards...CCI has developed standards of competence in six key areas pertaining to condominium life. These spheres cover law, accounting, property management, insurance, real estate and building sciences. Through education and examination, CCI extends Professional Associate status upon those of its members who attain the required standard (ACCI).



Can boards curb uses of exclusive parking spaces?

By Deborah Howden & Warren Kleiner, Partners, Shibley Righton's Condo Law Group | Wednesday, August 15, 2018

Someone is parking a car with advertising/company name on it overnight in their driveway, of which they have exclusive use, contrary to the corporation's rule. Can the corporation enforce parking rules in spaces that are not owned by the unit owner, but of which they have exclusive use? And could there be an exemption from such a rule on the basis that it would violate human rights?

ARE EXCLUSIVE-USE RULES ENFORCEABLE?

The simple answer is yes, the corporation can enforce parking rules; and whether the area is exclusive use or a unit is immaterial.

Under Section 58 of the Condominium Act, the board may make, amend or repeal rules, so long as the rules are related to either:

- promoting the safety, security or welfare of the owners and of the property or assets of the corporation; or
- aimed at preventing unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the corporation.

The corporation can therefore make and enforce rules relating to every area of the condo building, including suites, balconies, common areas, and parking units. To be enforceable, the rules must be reasonable and consistent with the Act, the declaration and the bylaws of the corporation.

Every condo corporation has rules governing conduct on the common elements, including exclusive-use common elements. Rules respecting preserving the aesthetics of the corporation are also commonplace, on the basis that an unpleasant or non-attractive environment interferes with an owner's use and enjoyment of the common elements, the units or the assets of the corporation. For example, condo corporations often have rules that prohibit the display of any kind of signage in units or the common elements or that require all window coverings be white or off-white to ensure uniform aesthetics.

A rule prohibiting signs or advertising on any vehicle parked on the common elements serves to protect the overall exterior and interior appearance of the condo property. A rule in a condo prohibiting the parking of commercial vehicles was challenged and upheld by the courts on the basis that parking a commercial vehicle would interfere with the use and enjoyment of other units and/or their occupants because the parking of such vehicles would be unsightly and thus interfere with the use and enjoyment of the common elements, common to units in the complex.

It should also be noted that some municipalities have bylaws placing restrictions on the parking of commercial vehicles (which may or may not include vehicles with signage) on residential properties. One example is a municipality that prohibits commercial vehicles from being parked on any residential lot unless parked entirely within a wholly enclosed building.

IS A HUMAN RIGHTS EXEMPTION POSSIBLE?

Human rights cases are context-specific and so generalizations about possible exemptions should be avoided.

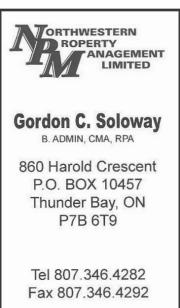
To invoke the Human Rights Code, the discrimination must be related to one or more of the following prohibited grounds: race, colour, ancestry, creed (religion), place of origin, ethnic origin, citizenship, sex (including pregnancy), gender identity, gender expression, sexual orientation, age, marital status, family status, and disability or the receipt of public assistance (this last ground applies to housing only).

A rule prohibiting displaying signage on the corporation property in and of itself would not implicate any prohibited ground. There is no Code-related right to free speech or to earn a living, unless these are restricted because of race, gender identity, or some other prohibited ground of discrimination. The freedom of expression and other freedoms are found in the Canadian Charter of Rights and Freedoms, which applies to government action only, and not to condos.

There may be particular situations in which a resident requires accommodation with respect to the rule because of either family status or on some other protected basis (e.g., a resident who must leave the company vehicle overnight in the parking space because he or she must drop off children to school early in the morning and go straight to work, or risk the employer's corrective action). However, there are a number fact-specific solutions to address these issues, such as masking the signage, or making arrangements to swap out the company vehicle nearby and off site. A condo's accommodation obligations are almost always determined in a fact-specific, case-by-case manner.

Deborah Howden and Warren Kleiner are lawyers and partners in Shibley Righton LLP's Condominium Law Group. They are condo law specialists who regularly advise condo corporations all across Ontario.







1/4 PAGE AD

Minimum wage hike to follow new condo fees

By Michelle Ervin | Tuesday, December 5, 2017

The minimum wage hike may sting more in condo communities than other types of households as they face new costs and fees associated with recent changes to Ontario's condo laws. The province recently passed the Fair Workplaces, Better Jobs Act, which will raise the minimum wage \$3.40 per hour over the span of a year. At \$11.60, the current minimum wage was up 20 cents as of Oct. 1, 2017, and will climb to \$14 in the New Year before reaching \$15 on Jan. 1, 2019.

The minimum wage hike of \$2.40 per hour on Jan. 1, 2018, will land the day after the first payment to the newly established Condominium Authority of Ontario (CAO) comes due on Dec. 31, 2017.

COST PRESSURES CONVERGE ON CONDOS CONCURRENTLY

Created under the recent changes to Ontario's condo laws, the CAO has been tasked with providing services including director education and dispute resolution on an operating budget based on a fee of roughly \$1 per unit per month, to be remitted by condo corporations on behalf of owners. Corporations may see savings elsewhere as, for example, the new path for dispute resolution is designed to divert common condo conflicts from more expensive court proceedings.

The recent changes to Ontario's condo laws also introduced requirements for condo corporations to communicate more frequently with owners, which comes with increased costs that clients are expected to shoulder as condo management companies look to recover these expenses. Management companies and their managers are simultaneously staring down new licensing fees as related legislation brings the profession under regulation.

Jeff Lack, director of internal operations at Wilson Blanchard, said it's hard to predict the precise impact of the minimum wage hike on condo communities. Its impact may be felt directly in communities where third-party contractors, such as cleaning service providers, pay their employees minimum wage or just a few dollars more. Its impact may also be felt indirectly in households of all types, as employers who rely on minimum-wage workers, such as grocers, adjust their prices to reflect this increased expense. And price inflation could put upward pressure on salaries and wages across income brackets as they lose some of their purchasing power, said Lack.

With the impact of the minimum wage hike murky, it's difficult to account for any increase in costs in condo corporation budgets for the coming fiscal year, he said.

CHANGES IN FISCAL OUTLOOK AFFECT STATUS CERTIFICATES

However, as the impact of the minimum wage hike becomes clearer, boards may have to update their status certificates, condo lawyer Denise Lash confirmed via email. Status certificates, which help prospective unit purchasers evaluate the financial health of a community, speak to the accuracy of a condo corporation's budget, she said. They must reflect any projected budget shortfalls as soon as they materialize, whether caused by the minimum wage hike or other events.

"There is also a requirement to indicate whether or not common expenses have gone up since the date of the budget for the current fiscal year if, for example, the board decides to do a revised budget to take into account additional costs," said Lash. "This could be minimum wage impact on various contracts and may also include the Condo Authority fees and increased management fees."

In the absence of a budget revision, the condo corporation would need to alert prospective unit purchasers to foreseeable common expense increases and special assessments via the status certificate.

"This is where I think that condo managers/board members who are preparing their status certificates need to be careful and determine what, if any, impact the recent changes will have on common expenses," said Lash.

For his part, Lack suggested that cash-flow challenges and special assessments are unlikely as he anticipates several months will pass before the impact of the minimum wage hike is felt. He said he didn't expect to see these additional expenses reflected in corporation budgets until the following fiscal year at least.

CONTRACTS TO INFLUENCE COMMUNITY-SPECIFIC IMPACT

The impact of the minimum wage hike will vary from condo corporation to condo corporation, depending largely on their service agreements, Lack added. He said he foresees low-rise and townhouse communities being somewhat insulated from the impact compared to high-rise communities, where security — one of the services that stands to be most affected by the minimum wage hike — represents a major budget line item.

Michelle Ervin is the editor of CondoBusiness.







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Status certificates revisited in recent court ruling

By David Thiel | Tuesday, May 1, 2018

A recent Ontario Court of Appeal decision sheds some more light on the effect of the failure to disclose certain declaration violations in a status certificate issued by a condominium corporation. Unfortunately, as discussed below, the decision also raises a number of difficult questions for condominiums, managers and unit owners, which can be summarized as "how can you disclose what you do not know?"

In the case of Metropolitan Toronto Condominium Corporation No. 723 v. Reino, released in March 2018, the Court of Appeal decided that a status certificate bound the condominium with respect to the party who requested it (the current owner), but not necessarily any future owner.

The facts are essentially as follows. In 2013, respondent Dante Reino purchased the subject residential condominium unit from his mother. A status certificate was requested from the condominium, and a 'clean' certificate was issued. A 'clean' certificate had also been issued in 2004 when Mr. Reino's mother purchased the unit from an undisclosed third party.

Subsequently, Mr. Reino sought to sell his unit in 2016, and requested a new status certificate. At this point, the condominium disclosed in the new status certificate that the unit was in breach of the declaration due to unauthorized alterations to the unit, being the addition of a second bedroom and relocation of the kitchen.

The status certificate stated that the condominium was not willing to allow the alterations to remain and that the condominium may require the removal of same, with the costs of removal to be added to the common expenses.

It appears that the unapproved alterations were made sometime before the issuance of the 2004 status certificate, by a previous owner. Mr. Reino then applied to the Ontario Superior Court for relief. The trial level judge agreed with Mr. Reino's position that the condominium was bound by the earlier certificates and that the condominium could not now make such a reference in the status certificate. That is, the court decided that the condominium was estopped from issuing anything but a 'clean' status certificate going forward.

The Court of Appeal overturned the Superior Court's findings. The Court of Appeal's key findings in this case were as follows:

The 2013 status certificate binds the condominium with respect to the party who requested it and relied upon it (the current owner). That is, the condominium cannot require Mr. Reino to remove the unapproved alterations.

However, the condominium can (and in fact has a duty) to include the corrected information in the 2016 status certificate such that the condominium can enforce the removal of the alterations against a subsequent owner of the unit.

If Mr. Reino considers that the unit has lost monetary value due to the omission of the reference to any unapproved alterations in the 2013 status certificate, he may have a claim for damages against the condominium if there was a negligent misrepresentation.

The Court of Appeal did not rule one way or another concerning any negligence of the condominium or manager. There was brief mention, however, that condominium representatives had been in the unit on numerous occasions over the years.

This decision raises a few questions:

In the absence of any finding that the condominium was negligent in failing to mention the unapproved alterations, is it really reasonable that the current owner cannot be held responsible for compliance with the declaration? This does seem open to dispute if, for example, the corporation was completely unaware of the renovations when the 2013 status certificate was issued.

Does this decision then, in effect, make a unit inspection prior to issuing the status certificate advisable or mandatory? Is the court stating that the condominium in issuing a 'clean' status certificate essentially certifies that there are no breaches of the declaration (or bylaws or rules) with respect to the unit?

Was there some underlying assumption that the condominium ought to have included a reference or that the condominium may have been negligent? Maybe, but not in so many words.

The Reino decision differs from the earlier 2014 Court of Appeal decision of Orr v. Metropolitan Toronto Condominium Corporation No. 1056. This case also involved the failure to identify an unauthorized alteration in a status certificate. In Orr, a previous owner had without authorization built a living space into a common element attic. Ultimately, the condominium was essentially not successful in seeking that the current owner remove the renovations at her expense (and the parties incurred much more than \$1 million combined on legal costs of the litigation).

However, the condominium in Orr actually made a statement in the subject status certificate to the effect that 'there are no continuing violations of the declaration.' In the absence of such a statement in a status certificate (which should essentially never be made in any event), it is unclear why a condominium should be held accountable to disclose violations of which it is not aware since "you can't disclose what you don't know!"

The Orr decision indicated that performing a unit inspection may not be advisable as this could provide grounds for a dispute, should any violation not be identified during an inspection.

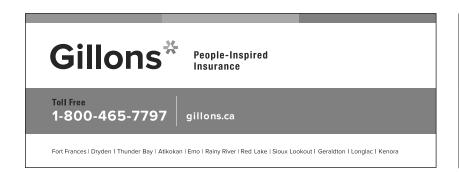
That is, the fact an inspection may create a presumption of no violations. Reino would appear to create a presumption that no violations exist with a 'clean' certificate, even without an inspection.

It's now a matter of wait and see how the case law develops and how these situations are resolved in practice. For example, if there was a hidden declaration violation of which the condominium could not possibly be aware, and no mention in the status certificate as a result, could the condominium enforce against the party who requested the certificate? The decision in Reino seems to say no, but perhaps there will be some further judicial interpretation in the future based upon different facts. What if such an unauthorized alteration in the future begins to affect other units or the common elements? Would there still be no recourse to enforce against the owner?

Condominiums might consider a 'disclaimer' in the status certificate to the effect that no unit inspection has been performed and that any subsequent owner shall be responsible for addressing any violations relating to the unit which may subsequently be discovered. It is unclear what the legal effect of taking such a step may be, but it might conceivably be helpful for a condominium if a dispute were to arise. Would such a provision have affected the outcome in Reino?

The Reino decision is relatively brief, but creates a lengthy list of questions, which again may require further judicial interpretation based on various fact scenarios that may arise.

David Thiel is a partner in the condominium law group at Fogler, Rubinoff LLP. He can be contacted at dthiel@foglers.comor 416-864-9700.



Notice of CCI-NWO Annual General Meeting

October 20, 2018 @ 9:00 am Victoria Inn – Kensington Room 555 West Arthur Street, Thunder Bay ON

The New Standard Form of Lease and Condo-specific Additional Terms

By Alex Young | August 8, 2018 | Posted in Articles, Legislation & Regulation

NEW STANDARD FORM OF LEASE

Effective April 30, 2018, landlords of private residential rental units, including condominium units, are required to use a new mandatory form of residential tenancy agreement for all new tenancies (the "Form"). You can download a copy of the Form on the government's website: http://www.forms.ssb.gov.on.ca

ADJUST THE LEASE FORM

Unfortunately, the Form only contains basic lease provisions. Fortunately, s. 15 (Additional Terms) of the Form allows for additional terms to be attached to the Form. Any additions to the basic lease cannot take away a right or responsibility under the Residential Tenancies Act, 2006 (the "RTA"). Including additional terms is recommended for condo rentals, since the interplay between the Condominium Act, 1998 (the "Act"), which sets out the condo regime, and the RTA, which governs residential tenancies, is not always obvious. Condo owners who rent out their units should carefully consider adding a wide-range of protections to the basic lease, since the RTA is geared towards tenant protection. Condo corporations would also be wise to append additional terms to the Form when renting out the superintendent's suite.

TENANTS

It is worth noting the ways in which the Form itself addresses the Act. Under s. 2 (Rental Unit) of the Form, the landlord must specify if the rental unit is a unit in a condo. If yes, then "the tenant agrees to comply with the condominium declaration, bylaws and rules, as provided by the landlord". This language seems to suggest that the tenant need only comply with the condo documents if provided by the landlord. This is not correct. Under s. 119 of the Act, an occupier of a unit, which includes a tenant, must comply with the Act and the corporation's declaration, by-laws and rules.

Pursuant to s. 83 of the Act, an owner of a unit must provide a lessee with a copy of the corporation's declaration, by-laws and rules. A tenant cannot skirt its obligation to comply with the Act and the corporation's declaration, by-laws and rules if the owner forgets to provide the tenant with the condo documents. And, indeed, the owner would be in breach of the Act for such oversight.

SMOKING

Section 10 (Smoking) of the Form provides the landlord a place to insert smoking rules which would bind the tenant. In the case of a condo rental, this section is redundant, since the tenant would be bound to any such rules, notwithstanding their inclusion here, pursuant to s. 119 of the Act above. Nonetheless, inserting the condo's smoking rules can serve as a helpful reminder for this important topic.

PETS

Section 15 (Additional Terms) and Appendix R (Pets) to the Form effectively clarify that the Act supersedes the RTA as it concerns pet restrictions. The wording in these provisions states that whereas the RTA provides that a tenancy agreement cannot prohibit animals in a rental unit or in or around the residential building, the landlord can nonetheless require the tenant to comply with condo rules which may prohibit certain pets, and the landlord can apply to the Landlord and Tenant Board to evict a tenant who has a pet when the rules of the condo do not allow pets. Although the language used here refers to "rules", a declaration provision containing pet restrictions would be similarly binding and take precedence.

ADDITIONAL TERMS

While the Form recognizes certain condo-specific scenarios, it is lacking in various respects. To supplement the Form, the following are some useful condo-specific additional terms, which can be appended to the Form. If the landlord wishes to lease locker space(s) to the tenant, this should be reflected in the additional terms, as the Form does not make provision for lockers. The landlord should specify that he/she/it has no liability to the tenant in respect of any consents or approvals (or refusals thereof) of the corporation. The landlord should direct the tenant how common expenses are to be paid where the tenant is so liable. The landlord should make it clear that the lease does not warrant the use of any additional services or amenities of the corporation.

The landlord should insist upon and specify the type of tenant insurance policies that must be provided by the tenant to the landlord (as may be recommended in the corporation's declaration or as is sometimes referred to on the backside of the corporation's insurance certificate).

SUPERINTENDENT'S SUITE

For a lease of the superintendent's suite, the corporation should insert additional terms tying the lease to the superintendent's employment agreement, so that breach of one constitutes breach of the other. The corporation should also specify the applicability of the expedited superintendent suite lease termination provisions contained in the RTA.

LEGAL ADVICE

With the new mandatory form of residential tenancy agreement, the government's goal is to standardize an industry that has historically been rife with disputes. Whereas the Form, with its plain language, is undoubtedly geared towards tenant protection, landlords (which may include both condo unit owners and condo corporations) would be wise to consider additional protections. Obtain legal advice where necessary.

Note: This article first appeared in CCI-T's Condovoice – Summer 2018.







A Director's Toolkit for Renovation Success

PLANNING AND OVERSIGHT KEY TO POSITIVE OUTCOMES FOR CONDO PROJECTS

By Pat Crosscombe | Friday, October 20, 2017

Given how much corporations are likely to invest in renovation projects, it's important to set them up for success. Here's advice to help directors do just that.

THE RESERVE FUND STUDY

Before even thinking about a renovation, take a look at the corporation's Reserve Fund Study (RFS).

Directors need to know their RFS thoroughly and understand its limitations. Specifically, it's critical to understand that reserve fund studies don't provide exact implementation schedules or precise budgets for anticipated projects and always seem to calculate the annual interest rate for the reserve fund account using interest rates that no local banks offer.

There are no rules requiring directors to follow their RFS exactly. The RFS schedule shifts when any part

of the physical infrastructure is damaged by an "act of God" or fails prematurely. Decisions about implementation can only be made after consulting with the appropriate experts.

Corporations with a good record-keeping system will know their property's history and will have valuable data on previous work, resident maintenance requests, and other pertinent information. A trend in minor leaks, for example, can indicate that the windows are failing faster than expected.

Delaying work to future years to keep condo fees from increasing is possible but only acceptable if delays do not cause adverse consequences. The key lesson is to understand that the RFS is not an absolute road map and to consider the pros and cons of delaying a project thoroughly.

CONDO COURSE: What's Hot on Pot: Smoking & Cannabis in Condos

Saturday October 20th, 2018 | 9am to 1pm Victoria Inn - Kensington Room | 555 West Arthur St., Thunder Bay

TOPICS INCLUDE:

- 1. Is Cannabis now legal?
- 2. Is Smoking Cannabis Prohibited on the Common Elements?
- 3. Can Condos Prohibit Smoking or Growing of Cannabis in the Units?
- 4. Must Condos
 Accommodate
 Cannabis Smoking?
- 5. Ontario Condominium Act - Bill 106 Update

FEES:

CCI Members: \$75
Non-Members: \$110
Continental Breakfast
and Snacks included

REGISTRATION:

Opens at 8:20am

Please register in advance to ensure seating and course materials are available.

GUEST SPEAKER:

NANCY HOULE

Nancy is one of the founding partners of Davidson Houle Allen LLP. Her practice includes general corporate advice to condominium corporations, financing and secured transactions, construction law, building deficiency litigation, and proceedings involving disputes between condominium corporations and residents.

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PLAN, PLAN, AND PLAN

Planning always takes longer than expected, so start early; a year in advance is not too soon. Large projects demand careful planning and budgeting to ensure that a contract is in place before the onset of the construction season. If directors allocate enough time for planning, they can relax (a bit) and avoid pressure to make snap decisions.

ASK OWNERS FOR THEIR OPINIONS

Another benefit of advance planning is that it leaves directors plenty of time to consider owners' opinions. Any renovations that include an aspect of colour or design — for example, redecorating the party room — need special attention that replacing the roof does not.

The Annual General Meeting (AGM) is an opportunity to speak directly with at least some of the owners. After the AGM and with the input from this initial group of owners, the board can follow up with the rest using readily available and often free software.

Consulting the owners is not mandatory, so why would a board want to do this? The most obvious answer is to prevent complaints once the work is finished. A colour choice that the owners dislike can result in a never-ending stream of complaints and ill will. The best answer is because asking the owners gives them a say in the look and feel of their homes. Technology makes it much easier and cheaper to do this than ever before, so why not?

As general rules, keep surveys short and ask focused questions. Provide a short-list of possible choices, or it will be impossible to make a final decision. And don't forget to leave enough time to collect feedback from a survey.

BE FLEXIBLE (AND CREATIVE)

There are so many options and pricing possibilities for any project, but the following few tips will help directors navigate this complex process.

Always choose the best quality materials possible because they usually have a longer life expectancy, lower annual maintenance fees and will cost less over its expected lifespan. Higher quality materials might not pay for themselves until 20 or 25 years have passed, while lower cost materials might seem the best option for today but could cost more in the long run after including the cost of maintanance.

It could be an excellent decision to levy a special assessment if a higher cost option reduces future costs. Always evaluate total costs based on the lifespan of the project.

Redecorating projects present a unique challenge because style is subjective, and it's hard to predict how long today's trends will look good. What's more, certain features could look great but end up becoming costly if the feature is easily damaged, for example, by residents moving in and out.

ASSIGN OVERSIGHT

Major projects require expert oversight. Most contracts stipulate a payment schedule contingent upon meeting specified milestones, but who determines if the project meets the prescribed standard? It may be appropriate to engage an engineer to help monitor the project and conduct regular inspections.

It's important to monitor large and complex projects closely and make any necessary corrections earlier rather than later. It's possible to take legal action against a contractor if the project has issues, but consider this option a last resort. Preventing problems mid-project is always better than trying to fix problems at the end.

CONSULT EXPERTS

Throughout the process of planning and implementing any renovation project, directors are expected to consult with the appropriate experts. Property managers have considerable expertise in renovation and should always be the first person directors consult. Engineers also play a key role before and during renovations.

Successful renovation projects rely on condo directors understanding their RFS, planning, asking owners for input, being flexible and creative, and assigning proper oversight. If directors consider these factors and consult experts, there is a much higher probability of a positive outcome.

"The preceding article originally appeared in the September 2017 issue of CondoBusiness."

Pat Crosscombe is the founder and CEO of BoardSpace, a company that provides software for condo boards and property managers. She is the president of her condo board for the second time after a three-year break from a first term of five years. She can be reached at 613-790-0225 or pat@boardspace.ca.



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What technology can't replace in communities

WHY SOME PROPERTY MANAGEMENT TASKS SHOULD BE DONE THE 'OLD-FASHIONED' WAY

By Lyndsey McNally | Wednesday, August 1, 2018

There was a time not that long ago that community living was about working together to advance the best interests of every member. Consider the farming communities that settled in Canada, for whom developing community relationships was necessary for survival. Everyone in a community could rely on each other for trade — money and belongings were of little importance.

Since then, technology has introduced new tools for everyday success, promising increased productivity for those who develop the new skills required to adapt to changing environments and spawning a generation that needs things to be newer, faster and better.

But what is being left behind as technology becomes more a part of day-to-day living in a community? Are there things that should be done the "old-fashioned" way? How does this impact property managers specifically? What's changing for the better, and for the worse?



CUSTOMER RELATIONS

Technology has had a positive impact on a property manager's ability to give condominium residents access to information. Digital options for delivering correspondence means that when the water is shut off unexpectedly, it's easy to let all residents in a community know about the problem — preventing many angry inquiries about the issue.

More and more, however, the simple art of building relationships with clients is being lost. Electronic communication can obscure the intended message as readers impose their own thoughts and feelings onto the written material, leaving room for misinterpretation and misunderstanding.

While documentation is important, so is making sure the message is clear! In particular, when dealing with a sensitive matter property managers should be mindful that picking up the phone can go a long way to helping their clients understand the subject being discussed. Conversations can always be followed up with written correspondence confirming the discussion.

PHYSICAL BUILDING ASSETS

Technology has done so much for the management of the physical assets of a condominium building. It's possible to monitor mechanical components for peak efficiency, minimizing the use of utilities, and thereby reducing costs and environmental impact, as well as extending the life of new materials, and thereby reducing long-term repairs and replacement costs.

There remain, however, physical assets that can't be managed using technology. Buildings and their surrounding property still need to be inspected to identify any potential problems that need attention. Even using tech-forward approaches to inspections, such as drones, a property manager still needs to physically review any camera footage collected. Images can also lack certain perspective and detail that would help a manager to strategize the best repair approach.

Property managers should remember that managing the physical assets of a condominium can't be done from behind a desk!

FINANCES

Is technology helping or hurting communities financially? There are positive and negative financial implications associated with technological advancement. On one side, technology can be expensive to purchase and maintain. On the other, technology can help save costs.

While the answer is complex, the question should be considered by property managers recommending upgrades as well as by board members contemplating the financial implications of making changes. It's important to carefully study the potential payback to ensure that, financially, moving forward on a technology project is a responsible choice.

COMMUNITY LIVING

Technology does not foster relationships. While it may give an individual greater access to others with similar interests, access alone does not bring people together.

Take a moment to consider if technology is creating a more anonymous lifestyle in condominium communities. Relationships with neighbours are extremely important for the success of a community, for many reasons. Neighbourly relationships increase safety and security, they provide an environment of support, they help people to trust each other, and they can reduce the issues that can arise among people living so closely together.

All members of a condominium community, including and especially the property manager, should take the time to remember the good old days, when it was possible to borrow a cup of sugar from a friendly neighbour.

Technology keeps moving forward. Property managers must embrace the changes in order to stay relevant and provide communities with the best possible service and advice. Just remember that newer and faster does not always equal better.

It will be interesting to see how technology continues to change how the condominium industry operates physical buildings, but also how community members interact with each other. New challenges and solutions are sure to develop over time.

Fifty years ago, the idea of every member of the population having access to instant information and communication was completely out this world. What will change in the next 50 years?

Lyndsey McNally, RCM, is team leader for Malvern Condominium Property Management and is ACMO's Property Manager of the Year 2017. She is not anti-technology, but concerned about losing sight of what's really important in communities.





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CCI-NWO 2018-2019 Membership List

CCI-NWO has 38 condominiums membership representing a total of 1625 units.

TBCC #	Condo Name	Number 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
52	Allure Building	51
54	Terravista Townhomes	18
56	Aurora Building	48
58	Hillcrest Neighbour Village	19
KCC#	Condo Name	Number of Units
10	Islandview	40

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DRD Construction Services		
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