

**MINUTES
STRATA COUNCIL MEETING
THE OWNERS STRATA PLAN EPS 3084
SEQUEL 138**

***Held on Monday, February 3, 2020
Within the FirstService Residential Main Meeting Room
700 – 200 Granville Street, Vancouver BC V6C 1S4***

COUNCIL IN ATTENDANCE:	Ian Cook	President
	Gavin Gilmour	Vice-President
	Daniel Letient	Secretary / Treasurer
	Mahbod Rankoohy	Member
	Gabriella Louise Milgrom	Member (by teleconference)
BUILDING MANAGER:	Scott Gilbert	
STRATA MANAGER:	Susan Paquette	FirstService Residential
GUEST:	Xantha Radley	FirstService Residential, Director

The meeting was called to order at 5:45 p.m.

FIRSTSERVICE RESIDENTIAL FIRST MEETING

1. ***Introduction to Council:*** FirstService Residential Transitions Strata Manager, Susan Paquette, introduced herself to Council.
2. ***Protocols and Procedures:*** Council reviewed the information package informing Council Members of roles, responsibilities and general protocol of elected Members. In order to make the best use of the time, the Strata Manager has to dedicate towards managing the affairs of Strata Corporation EPS 3084, and of others in her portfolio, it is requested that the Strata Manager not be copied on e-mail discussions between Council Members. The President, Ian Cook, volunteered as the lead person who will respond to the Strata Manager on behalf of Council. Directives given to the Strata Manager by e-mail by a Council Member must always be supported by the approval of at least a quorum/majority of the Council for such action.

It was moved and seconded that the Strata Manager be authorized to spend up to \$2,000.00. **CARRIED.**

3. ***Annual Building Maintenance Schedule:*** Council reviewed the ongoing Annual Building Maintenance Schedule. The Strata Manager advised Council that the schedule is constantly changing and evolving to ensure current trades and contractors are used.
4. ***Emergency List:*** Council reviewed the ongoing Emergency List. The Strata Manager advised that the list is updated with emergency contacts of trades and emergency procedures.

5. **AVID Invoicing/payment:** Council reviewed the reimbursement process and the Strata Manager provided an AVID cheque voucher for Strata Council and Building Manager's use.
6. **Alteration Request/Indemnity Agreement:** Council reviewed the Application for In-Suite Alterations form and the Indemnity Agreement. Owners are reminded that in-suite alterations must be accompanied with drawings, permits, if required, Contractors' \$2 million liability insurance, current WorkSafe BC coverage and business license and must be approved in writing by the Strata Council before any work begins. Both forms are available for Owners' use on **FSRConnect™**. See attached.
7. **Bylaw/Rule Violation Complaints:** Council reviewed the Bylaw/Rule Violation Complaint form and process. Owners are reminded to review the EPS 3084 Bylaws and Rules on **FSRConnect™** before reporting bylaw violations to the Strata Manager. See attached.
8. **Form K:** Council reviewed the current Form K submitted by Owners. Owners are reminded that all new tenancies require a Form K be submitted to the Strata Corporation within 14 days of occupancy or a fine will be assessed. See attached.
9. **Parking and Locker List:** The current Parking and Locker List was reviewed by the Strata Council.

BUILDING MANAGER REPORT

The Building Manager presented the weekly building manager reports:

- **WHMIS Training:** As the Building Manager has regularly been handling pesticides, he informed the Strata Council that he will be completing the WHMIS training.
- **Security:** The Building Manager recommends that a wireless video camera be installed in the parkade lobby. Nikls Property Services has attended and repaired multiple doors. Three quotations were reviewed by Council and they will be forwarded to the Building Manager for a thorough comparison and recommendation.
- **Graffiti:** It is difficult to remove graffiti from the stainless-steel metal strips on the building exterior. After trying multiple methods and research of options, the Building Manager recommended a clear resin coating be applied. It was moved and seconded that the Building Manager purchase the coating for approximately \$400-\$500 and apply it to the steel metal strips, weather permitting. **CARRIED.**
- **Fob Inventory:** A fob audit will be performed by the Building Manager. Owners are requested to submit a list of active fobs in their possession to sequelfobs@gmail.com. A mass communication notice with further instructions will go out later in February.
- **Door Issues:** Following up from the Vancouver Fire Department order to unlock the rear door from SL085, the door was unlocked, and the lock changed for access by SL085 into SL088. The Strata Manager requested a legal opinion on this matter that will be forwarded to the Strata Council for review.
- **Video Cameras:** The Strata Council requested that the Building Manager assess all CCTV locations and identify areas where cameras can be redirected for increased

security. Council Member, Daniel Letient, will forward a map of strategic placement of cameras. Quotations to install additional cameras will be requested and forwarded to Council upon receipt.

APPROVAL OF STRATA COUNCIL MEETING MINUTES

1. It was moved and seconded to approve the Minutes of the Strata Council Meeting held November 11, 2019 with the following amendment: New Business: 5. Sixth Floor Flood changed to Sixth Floor Leak: Strata Council was advised of a leak originating in SL063, affecting two units directly below. Platinum Pro-Claim Restoration Services has been assigned to the emergency clean-up and subsequent repairs and the Strata insurance adjustor has been notified. **CARRIED.**

It was moved and seconded that the email decision to reduce the bylaw violation fines for Strata Lot 021 from \$3,600 to \$800 be ratified. **CARRIED.**

FINANCIAL REPORT

1. **Review of Accounts Receivable:** Strata Council reviewed the Accounts Receivable and directed the Strata Manager to inquire with the DAS legal program under the Strata Corporation's insurance policy, the next step in collecting the outstanding amount from SL050 for the Civil Resolution Tribunal default decision of October 8, 2019.

Owners are reminded that Strata fees are due on the 1st of each month. The Council thanks all Owners who have made their monthly Strata fee payments in full and on time each month.

2. **Report on Unapproved Expenditures:** There are no unapproved expenditures to report. The *Strata Property Act* requires that all Owners be notified as soon as possible of unapproved expenditures.
3. **Monthly Statement(s):** It was moved and seconded to approve the financial statement(s) for October, November, and December 2019. **CARRIED.**

Owners wishing to view the most recent financial statement are encouraged to log onto **FSRConnect™**. The financial statement can be viewed by logging into your account, clicking on "Forms and Documents", then "Financial Document", and then selecting the desired file.

REPORT ON LITIGATION

The *Strata Property Act* requires that all Owners be notified as soon as possible of any legal action involving the Strata Corporation:

1. **No. 18791 – BC Human Rights Tribunal**
Between: Bryan Loewen (SL009) - PLAINTIFF
And: The Owners Strata Plan EPS3084 - DEFENDANT

The mediation date of December 4, 2019 was not attended by the Plaintiff. The mediator is communicating between Dolden Wallace Folick LLP and the Plaintiff.

2. **No. ST-2019-002013 – Civil Resolution Tribunal**
Between: The Owners, Strata Plan EPS3084 – APPLICANT
And: An Bing Chen (SL050) – RESPONDENT

A Default Decision and Order was issued by the Civil Resolution Tribunal on October 8, 2019 ordering the respondent to immediately pay the applicant the amount of \$938.43. A legal opinion to collect the outstanding amount will be requested.

3. **SCBC Action No. H190197**
Between: Vancouver City Savings Credit Union
And: The Owners EPS 3084 (SL079)

Vancouver City Savings Credit Union has a conduct of sale ordered for SL079 for non-payment of Strata fees.

BUSINESS ARISING

1. **Directives:** The Strata Manager provided a copy of the directives resulting from the Strata Council meeting on November 11, 2019. Outstanding items are noted in the minutes.
2. **CRT Issue:** Refer to Report on Litigation, Item 2 above.
3. **Hastings Street Building Entrance:** Strata Council member, Gabriella Louise Milgrom, reported that the City of Vancouver has approved the Collabor8 Building Entrance Loitering Assessment & Rectification option to install planters at the main entrance and at two commercial units. Other options discussed were security type gates at each commercial door on Hastings and removing the glass canopy panels. The Council requested that Gabriella request the quantity surveyor's estimate and additional information regarding the removal of the glass canopy panels, to review at the next Strata Council meeting and in time for the next Annual General Meeting.
- ❖ *Gabriella Louise Milgrom left the meeting at 7:15 pm.*
4. **Security:** Pyramid Security was requested to submit invoices and reports. Upon receipt they will be forwarded to the Strata Council for review. The Strata Manager has requested a quote from Nikls Property Services for a security gate for the door in the alley to commercial unit 120.

It was moved and seconded that the Nikls Property Services quotation in the amount of \$1,490 plus GST to supply and install an extra full-length security plate, a heavy duty electric strike and a grade one store room lever on the back door to the garbage room be approved. **CARRIED.**

5. **Short-Term Accommodation Pilot Program:** Council Member, Mahbod Rankoohy, reported nothing new from the short-term accommodation audit from the City of Vancouver.
6. **Laundry Machine Proposal:** Strata Council continues to look at options for laundry facilities on common property for EPS 3084 residents. Tabled.

7. **Breezeway Tile Re-leveling:** As the quotation for the re-leveling of the breezeway tiles was much higher than anticipated, it was moved and seconded that the Building Manager complete the re-leveling of the breezeway tiles as requested. **CARRIED.**
8. **Community Garden:** The Owner/Developer has requested the community garden be removed. The Strata Council discussed the possible purchase of the Community Garden/SL91 and reviewed the legal opinion that says that the Owner/Developer may sell the Strata Lot. The Strata Manager was directed to obtain further legal advice.
9. **Toilet Leak Update:** There was an overflow of water from a toilet in SL087. Phoenix Restoration handled the emergency services and Latham's attended. The toilet did not require repair and the technician noted that the overflow was as a result of excessive rainwater. As the overflow of water came from a common pipe and would be considered the Strata Corporation's responsibility, it was moved and seconded to reverse the previous decision to charge back the Strata water loss deductible to the Owner SL087. The Phoenix Restoration and Latham's invoices are Strata Lot 087's responsibility and are to be charged back to Strata Lot 087. **CARRIED.**
10. **Structural Report:** Reports of settling cracks in two units have been reported to ITC (general contractor) and the warranty provider. Strata Council reviewed Sense Engineering quote to inspect these settling cracks and three door sills that are leaking and requested the FirstService Residential warranty administrator provide additional information.
11. **Garage Door:** It was moved and seconded that the quote from Overhead Door to install a new high-cycle door operator approved by email be ratified. **CARRIED.**
12. **Sixth Floor Leak:** Emergency services were completed in three Strata lots from the leak originating from SL063. As the estimates for the emergency services and final repairs were above the Strata insurance water loss deductible, it was moved and seconded that the email decision to open a Strata insurance claim be ratified. **CARRIED.**
13. **Janitorial Contract:** A termination letter was emailed to Ecosan and the janitorial contract terminated in accordance with the 30-day notice clause, effective February 29, 2020.
14. **Insurance Renewal:** The Strata Council reviewed the Strata Corporation insurance renewal for January 1, 2020 to January 1, 2021 and it was moved and seconded that the email decision to bind the insurance renewal at a cost of \$84,385 be ratified. **CARRIED.** (See attached insurance summary).

It was moved and seconded that \$30,000 be used from the Operating Fund Account and the balance of \$54,385 borrowed from the Contingency Reserve Fund to pay the January 1, 2020 to January 1, 2021 insurance premiums. The funds will be borrowed in February, 2020 and deemed to be paid back at the fiscal year end, March 31, 2020, then reborrowed on April 1, 2020 and paid back to the Contingency Reserve Fund in nine (9) equal monthly payments beginning April 1, 2020 until December 31, 2020, within the fiscal year and to the end of the insurance term. **CARRIED.**

CORRESPONDENCE

1. **Reports from FSRConnect™:** Strata Council reviewed all letters and violations issued since the last Strata Council meeting and directed the Strata Manager accordingly.
2. **Owner Request for Meeting:** Strata Council understands that Owners of SL001 and SL022 would like to meet with Strata Council to discuss an ongoing noise complaint. Strata Council will reach out to these Owners once further information is provided.
3. **Renovation Request:** Strata Council reviewed a Commercial tenant request to install a partition in SL086. After review, it was moved and seconded to deny the renovation request until a valid business license and permits are obtained by the tenant and the Owner submits the alteration application and indemnity agreement with supporting documents: contractor's current business license, WorkSafe BC coverage and minimum \$2 million liability insurance and forward to the Strata Council for review and approval. **CARRIED.**
4. **Sign Installation Request:** A sample sign drawing was submitted to the Strata Council for review by SL084. Council advises the Commercial Owner to submit an application for a sign installation permit with the City of Vancouver and forward to the Strata Council for review and approval.

NEW BUSINESS

1. **Building Manager Contract:** Strata Council member, Daniel Letient, will meet with Building Manager, Scott Gilbert, to review the current job description and duties to determine a suitable contract for the EPS 3084 Building Manager position.

It was moved and seconded that Scott Gilbert complete the Resident Manager Training Institute (RMTI) course and upon completion and passing the course that the \$1,495. enrollment fees be reimbursed to Scott Gilbert. **CARRIED.**

2. **Planning for 2020/2021 Budget/AGM:**
 - (a) **Budget:** Due to the 150% increase to the 2020 insurance renewal premiums, the Strata Council is considering a 17% – 20% increase to Strata Fees. Strata Council reviewed the current Operating Budget and discussed ways of reducing costs.
 - (b) **Window Cleaning:** Council reviewed the Black Tie Property Services quote for the window cleaning and directed the Strata Manager to explore options to clean the south side windows before proceeding.
 - (c) **Drain Cleaning:** In order to mitigate possible water losses, the Strata Council requested a quote for the augering and hydro flushing of the vertical rooftop plumbing stack vents, 2nd floor suite kitchen drains and the parkade sanitary lines. Latham's quote in the amount of \$7,125 plus GST was reviewed by Council. The Strata Manager was directed to obtain two additional quotes.
 - (d) **Garbage & Recycling:** Council reviewed the garbage and recycling expense and to possibly save on costs, the Strata Manager was directed to contact Waste Solutions Canada for a free assessment.

- (e) **Electricity.** The Strata Manager was directed to obtain a free assessment on the electricity usage to identify cost savings.

TERMINATION OF MEETING

There being no further business, the meeting was terminated at 9:27 p.m.

Next Strata Council Meeting: Monday, April 27, 2020 at 700 - 200 Granville Street in the Boardroom.

Annual General Meeting: Monday, May 25, 2020 Time and venue to be determined.

FirstService Residential BC Ltd.



Susan Paquette
Strata Manager
Per the Owners
Strata Plan EPS3084

SP/ef

Email: info.bc@fsresidential.com
Customer Care Centre: 1.855.273.1967 (24 hours non-emergency)

www.fsresidential.com

Please keep a copy of these minutes for future reference, which will be required at the time of sale. A charge, as per the *Strata Property Act*, will be assessed for replacement copies.

FSR Connect™ REGISTRATION

To benefit from **FSR Connect™** and help your Strata save money, please contact Connect Customer Care at connect.bc@fsresidential.com to further assist you in your registration process.

Application for In-Suite Alterations

Please mail the completed form to **700 – 200 Granville Street, Vancouver, BC, V6C 1S4** or fax to: **604.689.4829**. An Indemnity Agreement is attached below, to be completed and signed by you, subject to strata council's approval. **Do not commence work unless written approval from strata council has been received.**

Step 1: Please check the Strata bylaws to ensure such alteration is permitted. Please check "Obtain approval before altering a strata lot" section. It lays out the requirements and other important information you need to know before making the application.

Step 2: Complete the following application and submit to our office at 700 – 200 Granville Street, Vancouver, BC, V6C 1S4 or by fax to 604.689.4829. Our office will redirect your application to the strata manager of your building.

Date of Application: _____

Owner's Information:

_____	_____	_____	
Name of Owner(s)	Strata Plan	Strata Lot	
_____	_____	_____	_____
Address of Strata Lot	City	Province	Postal Code
_____	_____	_____	_____
Mailing Address (if different from above)	City	Province	Postal Code
_____	_____	_____	_____
Phone Number (Res)	Phone Number (Bus)	Phone Number (Cell)	Email Address

The following questions MUST be completed:

Areas you plan to change:

Details for proposed changes:

The name of the company/contractor you are going to engage for the installation:

Is your contractor insured? (**Note:** Your contractor must carry Contractor Liability Insurance before your application can be processed. A coverage of \$2M is recommended to fully protect you and your Strata Corporation)

Step 3: Your application will be reviewed and approved in due course.

It is important for you NOT to commence work until receipt of the written approval. Please allow 2 – 3 weeks for processing time and we appreciate you do not contact our office until then. Thank you in advance for your attention and co-operation.

Tips to Remember:

- Consider buying a betterment insurance coverage for your improvements.
- Please ensure your contractor removes and disposes any construction waste materials off-site to avoid unnecessary fines and chargebacks to your account, as disposal of such materials in the building's garbage and recycling bins is prohibited.
- Ensure your contractor abides to the building bylaws/rules and municipal bylaws governing when works can be carried out.

INDEMNITY AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 20____

BETWEEN:

THE OWNERS, STRATA PLAN _____, a strata corporation under the Strata Property Act, S.B.C. 1998, c. 43 having an office c/o FirstService Residential BC Ltd., 200 Granville Street, Suite 700, Vancouver, BC V6C 1S4 (hereinafter called "STRATA")

AND:

of _____, British Columbia (hereinafter called "OWNER")

WHEREAS:

- A. The OWNER is the registered owner of certain lands and premises known civically as Unit _____, _____, _____, British Columbia, which is part of the complex known as _____, and whose lands and premises are legally described as Strata Lot _____, Strata Plan _____ (hereinafter called "Strata Lot");
- B. The STRATA is responsible for the control, management, maintenance, repair, and administration of the Property, which includes the exterior of the building(s) comprising the STRATA;
- C. The OWNER has applied to the STRATA to make certain alterations to the strata lot, common property, or limited common property (hereinafter referred as the "Property");
- D. The STRATA has agreed to allow the OWNER to make these alterations to Property and the OWNER has agreed to make the alterations, upon and subject to the terms and conditions contained in this Agreement.

IN CONSIDERATION of the covenants and agreements contained herein, the STRATA and the OWNER covenant and agree as follows:

- 1. The STRATA agrees to allow certain changes to the Property of the STRATA and the OWNER agrees to make the changes to the Property in accordance with the terms and conditions of this Agreement.
- 2. The STRATA authorizes the OWNER to install, or to make such alterations to the Property, at the OWNER's sole cost and expense, as follows:

(a) _____

_____;

(b) _____

_____;

(c) _____

_____;
(hereinafter referred to as the "Works")

3. The OWNER hereby acknowledges that the Property affected by the Works, is in a good state of repair.
4. The OWNER covenants and agrees that the Works must be done in accordance with the plans and specifications (the "Plans") dated _____(dd/mm/yyyy) prepared by _____, copies of which have been, or will be provided to the STRATA for approval prior to the installation of the Works.
5. The OWNER agrees with the STRATA:
 - (a) to maintain, replace and repair the Works as needed, at the OWNER's sole cost and expense; and
 - (b) that the installation, maintenance, replacement and repair of the Works must be conducted with due care, preparation and precautions to protect and maintain the Property, including the building envelope.
6. It is the sole responsibility of the OWNER to ensure that the trade(s) contracted to perform the installation, maintenance, replacement and repair of the Works is fully insured and is in good standing.
7. These conditions shall be considered permanent conditions and covenants, which are binding on the OWNER and subsequent owners from time to time of the Strata Lot.
8. The OWNER agrees to observe and comply with all laws, ordinances, regulations, orders, licenses and permits of all constituted authorities having jurisdiction with respect to the Works, including the bylaws and rules from time to time of the STRATA and the provisions of the Strata Property Act, S.B.C. 1998, c. 43, the regulations thereto, as both may be amended from time to time, and any successor statutes.
9. If the STRATA needs to maintain, repair, or replace the Property which maintenance, repair, or replacement affects the Works, the OWNER, and not the STRATA, will be liable for and be required to pay the cost to restore or replace the Works.
10. If the STRATA determines, in its sole discretion, that alterations, replacement, or repairs must be made to the Works for the safety, preservation, proper administration, improvement, or good appearance or Property or limited Property, then on seven (7) days prior, by written notice to the OWNER, the OWNER must make such alterations, replacements, or repairs, failing which, the STRATA, at the OWNER's sole cost and expense, may make such alterations or repairs to the Works as the STRATA deems necessary.
11. The OWNER, and any subsequent owner, receiving the benefit of the Works must be responsible for all present and future maintenance, repairs, and replacements, increases in insurance, and any damage suffered of cost incurred by the STRATA as a result, directly or indirectly, of the Works.

12. The OWNER, and any subsequent owner, who receives the benefit of the Works must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and save harmless the STRATA, its council members, employees, contractors, and agents against any and all claims, demands, expenses, costs, damages, charges, actions, and other proceedings made or brought against, suffered by, or imposed upon the STRATA or its property with respect to any loss, damage, or injury, directly or indirectly, arising out of , resulting from or sustained by the STRATA by reason of the Works.
13. Any costs or expenses incurred by the STRATA as the result of such claim or demand will be the responsibility of the OWNER and any subsequent owner of the Strata Lot who has benefited from the Works and the said costs or expenses incurred must be charged to that owner and shall be added to the strata fees of the Strata Lot for the month next following the date upon which the cost or expense are incurred, but not necessarily paid by the STRATA, and shall become due and payable on the due date of payment of monthly strata fees.
14. The OWNER will forthwith give notice in writing to the STRATA of any damage to any Property, including limited Property that may give rise to an insurance claim as a result of the Works.
15. Promptly after completion of the Works, the OWNER, if requested to do so by the STRATA, will lodge with the STRATA a complete set of the Plans, showing the "as built" conditions of the Works.
16. Should the STRATA incur certain costs to process the OWNER's request to install the Work, the OWNER agrees to pay to the STRATA the full amount of such costs including, but not limited to the cost of all legal fees, plus disbursements and applicable taxes incurred by the STRATA in connection with the preparation of this Agreement, forthwith upon receipt of an invoice from the STRATA.
17. This Agreement will enure to the benefit of and be binding upon the OWNER and the subsequent owner(s) from time to time of the STRATA.
18. The benefit of this Agreement may not be assigned by the OWNER except to the owner(s) from time to time of the Strata Lot, each of whom will, upon becoming the owner of the Strata Lot, be deemed to have assumed all of the obligations of the OWNER hereunder.
19. The OWNER agrees to deliver to any prospective purchaser of the Strata Lot, a copy of this Agreement and to require that, as a term of any contract of purchase and sale in respect of the Strata Lot, the purchaser agree to execute and to deliver to the STRATA on the completion date, an agreement substantially in the form of this Agreement and to be bound by the terms herein.
20. The OWNER hereby acknowledges receipt of a copy of this Agreement, which addition to the bylaws and rules of the STRATA adopted or to be adopted from time to time, constitutes the whole agreement between the STRATA and the OWNER with respect to the Works.
21. The voiding of any part of this Agreement by judicial, legislative, or administrative means will not void the remainder of this Agreement.
22. The waiver by the STRATA of any failure by the OWNER to conform to the provisions of this Agreement will not affect the STRATA's rights in respect of any later failure.

- 23. All covenants, agreements, and undertakings on the part of the OWNER contained in this Agreement will be construed as both joint and several.
- 24. This Agreement will enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, and permitted assigns.

IN WITNESS WHEREOF, the STRATA and the OWNER have executed this Agreement as of this _____ day of _____, 20____.

THE OWNERS, STRATA PLAN _____
(“STRATA”)
 by its authorized signatories

Signature	Signature
Strata Council Member	Strata Council Member
Date (dd/mm/yyyy)	Date (dd/mm/yyyy)

THE OWNER, STRATA LOT _____, STRATA PLAN _____
(“OWNER”)

 Signature

 Printed Name

 Date (dd/mm/yyyy)

Bylaw/Rule Violations Complaint Protocol

Section 135 of the Strata Property Act holds the Strata Corporation responsible to enforce the Strata bylaws/rules. This is a complaint driven process so in order to assist Residents that are initiating complaints in relation to potential bylaw/rule violations, please consider and follow the protocol below:

1. First, refer to your Strata Corporation's registered bylaws and Strata Corporation's rules to ascertain that a bylaw/rule violation has occurred. You can access and download copies of both from your community website via **FSRConnect**. If there is no applicable bylaw/rule violated, the *Strata Property Act* does not allow the Strata Corporation to take action.
2. Please complete all sections of the Bylaw/Rule Violations Complaint Form (Complaint Form), otherwise, the process may be delayed. It is important to note the unit number from which the potential violation has occurred. All buildings do not automatically have the same unit numbers directly above and below.
3. Please submit the completed Complaint Form to your Strata Manager, or, if your Building has a defined area to leave correspondence for your Strata Council, please leave it in the designated area.
4. Upon receipt of the Complaint Form and verification that a valid bylaw/rule violation has occurred, your Strata Council, at their next regularly scheduled Council meeting, may review the circumstances and will determine whether a Bylaw Violation Letter or a Rule Violation Letter will be sent to the alleged violator.
5. As defined in the *Strata Property Act*, the recipient of a Bylaw Violation Letter or Rule Violation Letter has a reasonable amount of time to respond to the allegations contained within the letter (i.e. a minimum of 2 weeks), and/or may also request a Hearing to appear before Council to "defend or dispute" the allegations.
6. In compliance with the *Strata Property Act*, the details of your complaint will form an official record of the Strata Corporation.
7. We suggest that you allow adequate time for the Violation Letter to be received and complied with (recommended two to three week period at a minimum, as this process can take longer based upon the timing of the next regularly scheduled Council Meeting that achieves a quorum of Council Members and is legal to proceed). If the same bylaw/rule violation occurs again, it is necessary to fill in another Complaint Form to correctly record the potential bylaw/rule violation.

BYLAW / RULE VIOLATION COMPLAINT FORM

SENDER'S INFORMATION

Sender Name

Phone Number

Cell Number

Email

Building Name

Strata Plan

Address

Unit

DETAILS OF BYLAW / RULE VIOLATION

Please note that if there is no bylaw/rule violation, the Strata Corporation cannot take action and an incomplete form may result in a delay in processing your request.

Noise

Pets

Parking

Property Damage

Others

Origin of violation:

Date

Time

Name (If known)

Unit

Address

REPEAT OFFENSE? Yes No

(i.e. Is this the first time you filed a complaint against the above alleged violator?)

Police File Number (If available)

NOTICE OF TENANT'S RESPONSIBILITIES - (FORM K)

IMPORTANT! Please ensure you **sign the Form K** before submitting to our office. Thank you.

Section 146 of the Strata Property Act of British Columbia stipulates that if an Owner within a Strata Corporation wishes to rent his/her unit, the Owner must provide the Strata Corporation with the attached completed Notice of Tenant's Responsibilities (FORM K), within two (2) weeks of renting.

It is the Owner's responsibility to send in a new FORM K when tenancy changes. If you are a Non-Resident Owner and not renting out your unit, we would appreciate your completing the FORM K regardless. However, in the space "Tenant's name", please indicate **the reason for not renting**. This ensures that our computer and files are properly updated and you will not receive reminder letters or be fined.

FAILURE TO SUBMIT A COMPLETED FORM K WHEN REQUIRED COULD RESULT IN FINES BEING LEVIED IF APPLICABLE IN THE STRATA CORPORATION'S BYLAWS.

In addition, it is a requirement of the Act that you provide your Tenant with the Bylaws governing your Strata Corporation, together with other Rules to ensure that your Tenant is aware of his/her rights and obligations.

The personal information requested and subsequently provided in this document is for the purpose of communicating with tenants and owners, ensuring the orderly management of the Strata Corporation and complying with legal requirements.

Strata Property Act
FORM K
NOTICE OF TENANT'S RESPONSIBILITIES
(Section 146)

To the Owners Strata Plan No. _____

Re: Strata Lot _____

Civic Address _____

Tenant's Name (Please print) _____

Tenant's Name (Please print) _____

Phone (Work) _____

Phone (Home) _____

Phone(Work) _____

Phone (Home) _____

Tenancy commencing [*month, day, year*]

IMPORTANT NOTICE TO TENANTS:

- 1 Under the *Strata Property Act*, a tenant in a strata corporation **must** comply with the bylaws and rules of the strata corporation that are in force from time to time (current bylaws and rules attached).
- 2 The current bylaws and rules may be changed by the strata corporation, and if they are changed, the tenant **must** comply with the changed bylaws and rules.
- 3 If a tenant or occupant of the strata lot, or a person visiting the tenant or admitted by the tenant for any reason, contravenes a bylaw or rule, the tenant is responsible and may be subject to penalties, including fines, denial of access to recreational facilities, and if the strata corporation incurs costs for remedying a contravention, payment of those costs.

Date: _____ [*month day, year*].

**NOTE TO LANDLORD: A VALID FORM "K" MUST BE ISSUED WITH EACH TENANT CHANGE.
PLEASE DO NOT FORGET TO SIGN BELOW.**

Signature of Landlord, or Agent of Landlord _____

Landlord's Name (Please Print) _____

Signature of Tenant _____

Signature of Tenant _____

The address to which any notices to the registered owner of the strata lot shall be delivered is:

Owner's Address(Please Print) _____

City _____

Province _____

Postal Code _____

(Phone numbers - Home/Cell and/or Office)

The personal information requested and subsequently provided in this document is for the purpose of communicating with tenants and owners, ensuring the orderly management of the Strata Corporation and complying with legal requirements.

***** Fax copy of completed Form K is acceptable*****

FirstService Residential
200 Granville Street, Suite 700, Vancouver, BC, V6C 1S4
Tel # 604.683.8900, Fax # 604.689.4829, Email: ar.bc@fsresidential.com

Named Insured	The Owners, Strata Plan EPS3084, acting on their own behalf or as a Strata Corporation &/or as Trustees or Agents on behalf of all Registered Unit Owners
Project Name	SEQUEL 138
Project Manager	FirstService Residential BC Ltd. dba FirstService Residential
Policy Period	January 01, 2020 to January 01, 2021
Policy Number	BFL04EPS3084
Insured Location(s)	138 East Hastings Street, Vancouver, BC V6A 0E6

INSURING AGREEMENT

PROPERTY (Appraisal Date: January 12, 2019)

	DEDUCTIBLE	LIMIT
All Property, Blanket By-Laws.		\$19,600,000
150% Extended Replacement Cost		\$29,400,000
Property Extensions		\$5,000,000
Lock & Key	\$2,500	Included
Additional Living Expenses - \$50,000 Per Unit		Included
All Risks	\$50,000	
Sewer Backup	\$150,000	
Water Damage	\$150,000	
Earthquake (Annual Aggregate)	10%	\$ 29,400,000
Flood (Annual Aggregate)	\$100,000	\$ 29,400,000
Gross Rents, 100% Co-Insurance, Indemnity Period (Months) :	N/A	Not Covered
N/A		

CRIME

	DEDUCTIBLE	LIMIT
Employee Dishonesty - Including Property Manager and Elected Officer Theft	Nil	\$1,000,000
Broad Form Money and Securities	Nil	\$10,000

COMMERCIAL GENERAL LIABILITY

	DEDUCTIBLE	LIMIT
Bodily Injury & Property Damage	\$500	\$30,000,000
Non-Owned Automobile	\$500	\$30,000,000
Sudden and Accidental Pollution	\$5,000	\$1,000,000

CONDOMINIUM DIRECTORS & OFFICERS LIABILITY

	DEDUCTIBLE	LIMIT
Claims Made Form - Including Property Manager	Nil	\$20,000,000
Privacy Event Expenses	Nil	\$50,000
Cyber Liability	Nil	\$50,000

INSURING AGREEMENT



BLANKET GLASS - Includes Lobby Glass

	DEDUCTIBLE	LIMIT
Residential	\$2,000	Blanket
Commercial	\$2,000	
Canopy	\$1,000	



EQUIPMENT BREAKDOWN

	DEDUCTIBLE	LIMIT
Standard Comprehensive Form including Production Machines and Electronic Equipment	\$1,000	\$19,600,000
- Deductible Waiver Endorsement with respect to losses exceeding \$25,000		
Extra Expense – 100% available in first month	24 Hour Waiting Period	\$1,000,000
- Additional Living Expenses Endorsement - Per Unit		\$25,000
Loss of Profits – Rents, Indemnity Period (Months): N/A	N/A	Not Covered



ENVIRONMENTAL LIABILITY

	DEDUCTIBLE	LIMIT
Each Incident - Insuring Agreements A-G	\$10,000	\$1,000,000
Business Interruption, Each Incident - Insuring Agreement H	5 Days	\$250,000
Policy Aggregate		\$5,000,000



VOLUNTEER ACCIDENT

	DEDUCTIBLE	LIMIT
Maximum Limit of Loss	See Policy Wordings	\$1,000,000



LEGAL EXPENSES

	DEDUCTIBLE	LIMIT
Each Event	Nil	\$1,000,000
Annual Aggregate.		\$5,000,000



TERRORISM

	DEDUCTIBLE	LIMIT
Per Occurrence.	\$1,000	\$350,000
Annual Aggregate		\$350,000

Loss Payable

All Registered Unit Owners &/or other Mortgagees as their interest may appear and as shown in the Land Registration District Office applicable to the said Property.

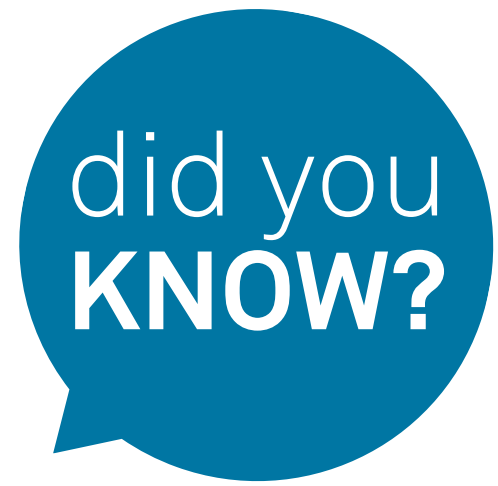
Additional Insured

Sequel 138 Development Corp. but only with respect to losses arising out of the operations of the Named Insured with respect to Section III – Commercial General Liability and the 'Premises' as outlined in Schedule A of the Lease Agreement between Sequel 138 Development Corp. and the Owners of Strata Plan EPS3084.

This record sheet is intended for reference only. Please refer to your polic(ies) for complete details.



**FS Insurance
Brokers**



Washing Machines

Did you know that malfunctioning supply hoses for your washing machine can result in some of the most common water damage claims filed by homeowners? Water can discharge at a rate of up to 500 gallons per hour, causing devastating losses to your home and any adjacent units.

Tips for preventing washing machine related losses:

- Use steel-braided supply hoses and inspect them often for damage
- Know the location of your in-suite water shut off
- Use a water leak detection system
- Allow three to four inches between the hose connection and the wall
- Replace hoses every three to five years or sooner based on usage
- Maintain insurance to protect yourself and your contents



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