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

Held on Monday, September 28, 2020 Via virtual Webex meeting

COUNCIL IN ATTENDANCE: lan Cook

Gavin Gilmour Michael Kouvarellis Hailey Kathler

BUILDING MANAGER: Scott Gilbert

GUEST: Charly Jarrett

STRATA MANAGER: Susan Paquette FirstService Residential

The meeting was called to order at 6:43 p.m.

APPOINTMENT OF EXECUTIVE

It was moved and seconded to accept Gavin Gilmour's resignation from the Strata Council and to appoint Charly Jarrett. **CARRIED**.

Charly Jarrett accepted the nomination and it was moved and seconded to appoint the following Strata Council executive officers:

- Charly Jarrett President/Privacy Officer
- Michael Kouvarellis Vice President
- Hailey Kathler Secretary
- Ian Cook Treasurer

CARRIED.

BUILDING MANAGER REPORT

Scott Gilbert, EPS3084 Building Manager, presented his report to the Strata Council. Scott recommended that additional cameras be installed in strategic locations around the building and the Strata Council requested the EPS3084 Strata Bylaws be reviewed for the current locations. Scott suggested the Strata Council revisit removing the glass awnings from the exterior front of the building. The City of Vancouver requires retractable awnings be installed in place of the glass awnings and Scott will contact another building in the neighbourhood that has retractable awnings for a contact. Scott would like Council to consider a security gate for the alcove at the rear door outside of Commercial Unit 120. BC Centre for Disease Control COVID-19 cleaning and disinfecting protocols are being followed at Sequel 138. Owners and residents are reminded to

practice 2 metre distancing and to self-isolate if symptoms or a positive COVID-19 test occur. Council directed Scott to install a sanitation station by the elevator.

APPROVAL OF STRATA COUNCIL MEETING MINUTES

It was moved and seconded to approve the minutes of the Strata Council Meeting held April 27, 2020, as circulated. **CARRIED**.

FIRST MEETING WITH STRATA COUNCIL

• Communication: The Strata Manager explained the efficiency of communication when Council has one person assigned as the point of contact for the Strata Manager. President, Charly Jarrett, volunteered as the single point person for information into Council and out to the Strata Manager. Emails will be forwarded to all Strata Council Members. The Strata Manager will be removed from the email thread and the Strata Council will discuss all matters. Charly will gather the votes and provide the Strata Council's majority decision to the Strata Manager for direction.

• Protocols & Procedures:

AR SOP: Accounts Receivable statements are sent out monthly to Owners with account
balances and reminder letters following 30-60-90 days for non-payment of Strata Fees.
Accounting will provide a list of Owners with account balances in arrears for more than 90
days to the Strata Council each month. The Strata Council will review the list and provide
direction to the Strata Manager which units are to receive 21-day demand letters or lien
letters. All AR decisions will be noted in the Strata Council meeting minutes.

If you have questions related to your account, please contact our Accounts Receivable department directly at ar.bc@fsresidential.com or 604.684.5329.

- Strata Manager Authorized Spending: It was moved and seconded that the Strata Manager be authorized up to a \$1,500.00 spending limit, unless more is required for an emergency, for ordinary wear and tear or maintenance expenses approved within the 2020-2021 Operating Budget. CARRIED.
- **AP/AVID Invoicing/Payment**: Contractors have been forwarded the FirstService Residential invoicing information. Invoices are approved and coded by the Strata Manager for payment. Cheque runs are on Friday and deadline for invoice submissions for the weekly cheque run is the preceding Monday.
- Voucher Requisition/Reimbursement: Council reviewed the process for submitting receipts for reimbursement and the Strata Manager explained the BC Cheque Voucher form and the FirstService Residential accounts payable system, AVID, for the Building Manager and Council members requesting reimbursement.
- Bylaw/Rule Violation Complaint Protocol/Fine Dispute Form: The Strata Manager explained the protocol for how Bylaw violations and complaints will be dealt with. Owners registered on FSRConnectTM can download the Bylaw/Rule Complaint form, fill in and

submit to susan.paquette@fsresidential.com. The Strata Council will review the Bylaw/Rule Complaints at Strata Council meetings. Owners disputing the bylaw violation fines may submit a request in writing to the Strata Council for their review and consideration. See attached.

- Applications for Alterations/Indemnity Agreement: The Strata Manager reviewed the forms that Owners are required to submit for Council review and approval when requesting authorization for alterations and renovations within the Strata Lot. See attached.
- **Tenants' Responsibilities/Form K**: Owners with rental units must submit a Form K within two weeks of a new tenancy or bylaw fines may be assessed. Tenants must receive a copy of the EPS1223 Strata Bylaws and Rules when becoming a tenant at EPS1223.

The Strata Council would like to encourage all Owners to register themselves as users of **FSRConnect**[™] in order to have online access to the Council Meeting Minutes, Strata Corporation financial records, the Strata's Bylaws and Rules, Building Notices, Owners' individual accounts and other general interest public information. To register, please follow the instructions on the last page of these minutes.

FINANCIAL REPORT

1. **Review of Accounts Receivable**: Strata Council reviewed the current accounts receivable. 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.

It was reported that the tenant in Strata Lot 71 removed the screws from the garage gate disabling it and requiring repairs. It was moved and seconded that the Overhead Door invoice #2CSI-071204 in the amount of \$260.40 for the repair of the garage gate be charged back to Strata Lot 71. **CARRIED**.

A leak from the washing machine of Strata Lot 12 was reported and as the estimates for the Emergency Services and Repairs are less than the Strata water loss deductible, a water loss claim was not opened, and it was moved and seconded that Strata Lot 12 be charged back the following invoices: Phoenix Restorations #IN-19407R in the amount of \$1,879.96; Latham's Inv 249103A in the amount of \$1,470.97; Latham's Inv 243214 in the amount of \$218.14; Latham's Inv 245370 in the amount of \$804.30 for a total of \$4,373.37. **CARRIED**.

It was reported that a resident from Strata Lot 23 broke a window in another Strata Lot and it was moved and seconded that the Action Glass invoice in the amount of \$2,025.35 for the repair of the window be charged back to Strata Lot 23. **CARRIED**.

A leak from the kitchen sink in Strata Lot 35 was reported and as it is the Strata Lot's responsibility to repair and maintain the Strata Lot, a Strata water loss claim was not opened and it was moved and seconded that the Latham's Invoice 249103B in the amount of \$284.55 for the repair of the sink and the Platinum Pro Claim invoice 200238BOE in the

amount of \$7,632.50 for Emergency Services be charged back to Strata Lot 35. **CARRIED**.

It was moved and seconded that the Phoenix Restoration Invoice #IN-20053 in the amount of \$962.50 be reversed from Strata Lot 87's account. **CARRIED**.

- 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 Statements**: It was moved and seconded to approve the financial statements for August 31, 2020. **CARRIED**.

Owners wishing to view the most recent financial statement are encouraged to log onto **FSR***Connect*TM. 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 - DEFENDANCE

Strata's legal counsel reported that the Plaintiff accepted the written apology and no remuneration settlement. The case is closed.

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. Two legal opinions regarding the collection of the outstanding amount were reviewed by Council and it was moved and seconded that the outstanding balance of \$788.43 be written off and the case closed. **CARRIED**.

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. The unit has been listed for sale and is in the process of being sold. The outstanding balance will be paid to the Strata on the sale of the Strata Lot.

BUSINESS ARISING

- 1. **Directives**: Strata Council reviewed the directives from the April 27, 2020 meeting that have been completed by the Strata Manager. Outstanding items are noted in the minutes.
- 2. **Access Upgrades**: A fob system has been installed on the bike storage room and is no longer openable by key. Owners wanting fob access must contact the Building Manager.
- 3. **Security**: Council reviewed quotations for the installation of a gate on the lane in front of a Commercial Unit. It was moved and seconded that the quotation of \$2,500 be approved. **CARRIED**.
- 4. **Warranty Review**: The Owners approved the 5-year Warranty Review in the 2020-2021 Operating Budget, and it was moved and seconded that the BC Building Science quotation in the amount of \$4,000 plus GST be approved and the review scheduled. **CARRIED**.
- 5. **Structural Issue**: An Owner reported the front entry door to the Strata Lot unable to close completely or be locked and it was reported to ITC Construction Group, the original structural engineering firm. As technicians were unable to attend inside the Strata Lot due to COVID-19 restrictions, the Owner had the door frame repaired.
- 6. **Waste Management**: Strata Council reviewed the Waste Solutions Canada proposal of a \$50 per month savings and the Strata's current waste provider, Waste Management, was approached. The Commercial garbage room will be updated with recycle bins and the Strata will start the City of Vancouver recycle service for multi-residential buildings October 1, 2020, giving the Strata a \$183 plus GST per month savings. The Commercial Owners will be provided instructions for the new recycling and garbage service by the Building Manager.

CORRESPONDENCE

- 1. **Reports from FSRConnect™**: Strata Council reviewed all letters and violations issued since the last Strata Council meeting. It was moved and seconded that fines be applied to the following Strata Lots for bylaw violations:
 - Strata Lot 16 \$200 48.1 (a)(b); 48.2 Smoking
 - Strata Lot 21 \$200 4.1 (a)(b)(c) Excessive noise
 - Strata Lot 23 \$200 4.1 (b)(c) Excessive noise
 - Strata Lot 23 \$200 5.5 Pets off leash
 - Strata Lot 53 \$200 4.1 (b)(c) Excessive noise
 - Strata Lot 53 \$200 44 Cleanliness: mess made on breezeway
 - Strata Lot 57 \$200 4.1 (a)(b)(c) Excessive noise
 - Strata Lot 71 \$200 4.1 (a)(b)(c) Excessive noise x 4 times
 - Strata Lot 77 \$200 44.2; 44.3 Cleanliness: garbage left on breezeway x 3 times
 - Strata Lot 77 \$200 48.1 (a)(b); 48.2 Smoking

CARRIED.

- 2. **Renovation Request.** Strata Council reviewed an Owner request to install a demountable wall with door in a Commercial Unit. After a short discussion, it was moved and seconded to approve the renovation request of Strata Lot 86 subject to signing an Indemnity Agreement, adhering to all Bylaws, obtaining any necessary permits and allowing an inspection of the completed installation. **CARRIED**.
- 3. **Owner Correspondence**: The Owner correspondence was not able to be reviewed during the Strata Council meeting and will be reviewed at a later time.

TERMINATION OF MEETING

There being no further business, the meeting was terminated at 8:42 p.m.

Next Council Meeting: Monday, November 2, 2020 at 6:30 p.m. via Webex virtual meeting

FirstService Residential BC Ltd.

Susan Paquette Strata Manager Per the Owners

Strata Plan EPS 3084

SP/yl

Email: info.bc@fsresidential.com

General: 604.683.8900 (24 hours emergencies)

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 <u>connect.bc@fsresidential.com</u> to further assist you in your registration process.



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 *FSR*Connect. 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

	SEN	NDER'S INFORMAT	TION		
ender Name	Phone Numbe	r Cell Num	ber E	Email	
Building Name				Strata Plan	
address				Jnit	
	DETAILS C	OF BYLAW / RULE	VIOLATION		
		w/rule violation, the St may result in a delay in			ction
Noise	Pets	☐ Parking	Property	Damage	Others
Origin of violetien:					
Origin of violation: _	D-1-				
1	Date	Time	Name (If known)		
-					
-	Unit Address				

the above alleged violator?



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.

Owner's Information:	Date of Application:er's Information:			
Name of Owner(s)	Strata Plan	Strata L	_ot	
Address of Strata Lot	City	Province	Postal Code	
Mailing Address (if different from above)	City	Province	Postal Code	
Phone Number (Res) Phone Number (Bu	Phone Number (Ce	ell) Email A	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	ng to engage for the installation	າ:		
Is your contractor insured? (Note: Your contractor) processed. A coverage of \$2M is recommended			fore your application can be	

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 A	AGREEN	IENT made as of the	day of			20
BETW		THE OWNERS, STRATA the Strata Property Act, Residential BC Ltd., 200	S.B.C. 1998, c	. 43 having	an office c/o F	rirstService
AND:		(hereinafter called "ŚTRAT			,	
		of (hereinafter called "OWNE	R")		, British	Columbia
WHER	REAS:					
A.	as Unit	WNER is the registered of the complex known as described as Strata Lot Lot");		, , and who	British Columbi	a, which is emises are
B.	adminis	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.				
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.					
		ATION of the covenants a nant and agree as follows:	nd agreements	contained h	erein, the STRA	TA and the
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.		RATA authorizes the OVy, at the OWNER's sole co			ke such alterati	ons to the
	(a)					
	(b)					

	(c)	
		; (hereinafter referred to as the "Works")
3.		WNER hereby acknowledges that the Property affected by the Works, is in a good of repair.
4.	plans prepa	OWNER covenants and agrees that the Works must be done in accordance with the and specifications (the "Plans") dated

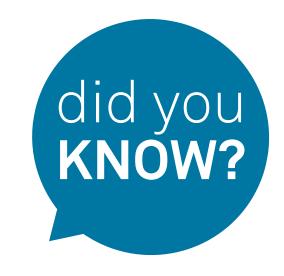
- 5. The OWNER agrees with the STRATA:
 - (a) to maintain, replace and repair the Works as needed, at the OWNER's sole cost and expense; and
 - (b) that the installation, maintenance, replacement and repair of the Works must be conducted with due care, preparation and precautions to protect and maintain 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 STRAT this day of	TA and the OWNER have executed this Agreement as 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 ("OWNER")	, STRATA PLAN		
Signature			
Printed Name			
Date (dd/mm/yyyy)			





Electric Space Heaters

Did you know that electric space heaters are involved in thousands of residential fires each year? As such, nearly 32% of all home heating fires, and 79% of all fatal home heating fires, are caused by portable electric space heaters.*

- Purchase a heater that automatically shuts off if tipped over
- Read all manufacturer's instruction for use and care
- Place the heater on a solid and level surface
- Regularly inspect for cracked or damaged plugs or connections
- Never use an extension cord or power strip; plug directly into an outlet
- Keep heaters at least three feet away from anything that is flammable
- Clean the heater to prevent dust build-up



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