

CRA - CPP and EI Appeal

CE2234 1123 8405 and CE2236 2183 4380

Submitted by Miroslav Babjarcik

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On behalf of,

**The Owners of Strata Plan EPS 3084 (Sepquel 138) - Business number
75855 7870 RC0001**

Mixed Use Apartment Building

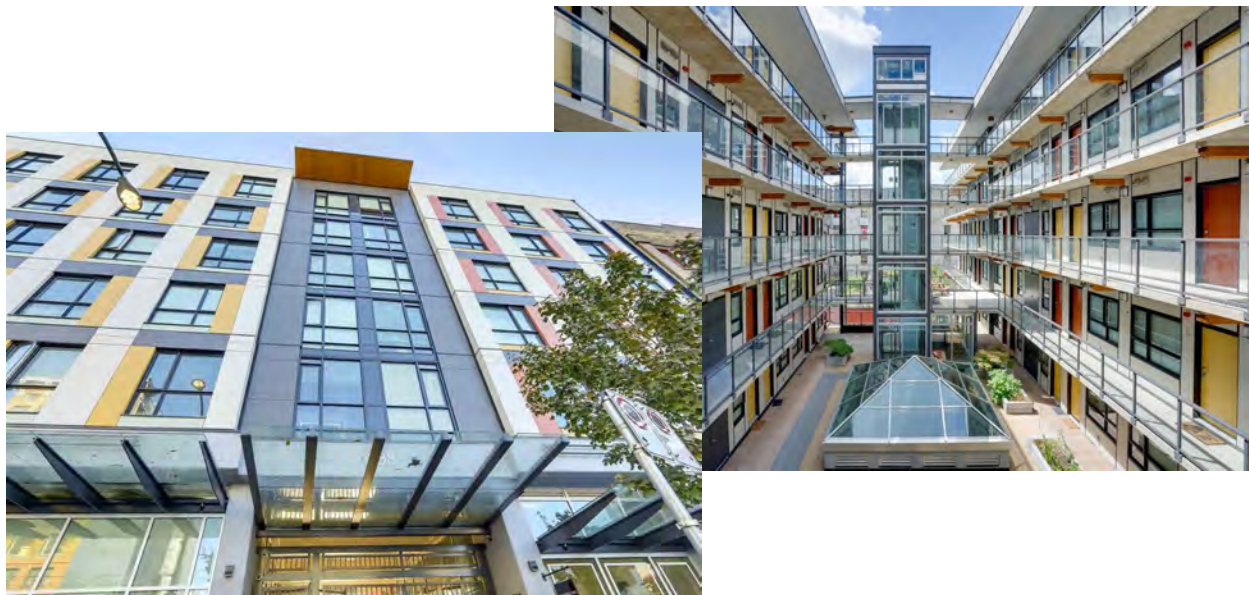


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Summary

1. Strata plan EPS3084 is registered under business number 75855 7870 RC0001 meaning that we do not hire employees.
2. The intent of Strata plan EPS3084 (mixed use apartment complex at 138 East Hastings, sometimes referred to as Sequel 138, consisting of 110 owners of individual apartments or units, commercial units, and one floor owned by FJL who offers subsidized housing) was to sign a contract with Scott Gilbert Co. to complete Building Management and Caretaking tasks for the shared space areas of the building. This required him to maintain WSBC coverage, Limited Liability Insurance, and WHMIS. Strata plan EPS3084 has never hired employees as we do not have management personnel available given that strata council is a volunteer position (many of whom live offsite). Contractors must self manage task prioritization and completion.
3. Mr. Gilbert was required to bid for contracts and have his bid weighed between 2+ other contractor's bids prior to contract being awarded.
4. Mr. Gilbert was required to send invoices for contract completion and he did so through through his company, Scott Gilbert Co. and they charged GST on all invoices.
5. Mr. Gilbert held multiple contracts including Building Management, Cleaning/Care Taking, The Loading Bay Gate, Cleaning Awnings, Pest Control, etc., and continues to bid for new contracts (the latest being February 20, 2023, and December 14, 2022 after the termination of his Building Manager and Cleaning/Care Taking contracts on August 17, 2022).
6. Mr. Gilbert owned the majority of his tools. When he refused to buy tools and equipment stating that he was "broke", council would purchase specialized building-use equipment that was to stay on-site. i.e., \$7000 of drying equipment for use after water damage as recommended by a plumbing subcontractor. Mr. Gilbert proceeded to steal this equipment. It is standard practice that certain items are purchased by Strata Plan EPS 3084 and stay on site as it the case with the current company completing our building management and cleaning contract.
7. Mr. Gilbert knew he was a contractor and at different times asked/demanded to be an employee so as to receive benefits. As per strata bylaw this decision can only be made at an AGM or an SGM. Mr. Gilbert therefore called an SGM on August 26th, 2022. He solicited many proxy votes without fully describing the situation to owners, so that he could gain leverage for his request to be considered an employee instead of a contractor.
8. A legal opinion was received on August 25th, 2022 by Clark Wilson stating that Mr. Gilbert was likely a contractor given that;
 - a. Mr. Gilbert submits invoices for payment each month
 - b. Mr. Gilbert charges GST on his invoices
 - c. Mr. Gilbert is responsible for his own workers compensation and insurance coverage
 - d. The expectation is that Mr. Gilbert would arrange for coverage during any periods of absence such coverage to be paid by Mr. Gilbert

e. The work Mr. Gilbert does is not the core function of the Strata

*Point a-c above indicate that Mr. Gilbert had been treating this as a contractor relationship and point c further indicates that Mr. Gilbert was free to hire his own workers to complete the work. Further to point d, the function that Mr. Gilbert performs is needed for the Strata, but the Strata is not a business and these tasks are not integral to its purpose.

9. Mr. Gilbert was able to refuse work and did so on many occasions.
10. Mr. Gilbert would hire subcontractors including his girlfriend's cleaning company to assist with cleaning tasks and folks in the area who are experiencing homelessness to help with The Loading Bay Gate contract.
11. Mr. Gilbert had the freedom to set his own hours and communicated those with strata council, strata management, trades/subcontractors, and the owners of the building. Mr. Gilbert would often complete tasks during the middle of the night or on Sundays as per his preference and as is shown in the photo evidence within this document although that is not the preference of Strata plan EPS3084 due to the potential of sound bylaw violations.
12. Mr. Gilbert held multiple contracts for cleaning and building management within our building (with Strata plan EPS3084 and with FJL who is a separate entity within our building and commercial units within our building) and buildings in the area.
13. Mr. Gilbert has made two Civil Resolution Tribunal complaints as a contractor, one of which has been paid and resolved - the other pending. Both are invalid if he is deemed an employee by the CRA.

Who We Are

Good afternoon Sirs and Madams,

My name is Bethany Brown, I am an Occupational Therapist and an Actor in Vancouver and I own a condo unit at the building named "Strata plan EPS3084" where I am currently volunteering as Strata Council President. There are 110 units in our building, predominantly owned by individuals and by a non-profit organization that provides affordable/low income housing to people in need. We are considered a mixed-use Strata Plan.

Our building is special because of its location. We are on Main & Hastings, the postal code with the largest homeless population in North America. Our gate is squeezed between rows of sidewalk encampments and our alley is colloquially referred to as "shit alley". As such, the folks in our building are very motivated to help the homeless situation in whatever way we can. We even have a dedicated "city committee" that engages leaders like City Councillor Peter Fry to shed light on the struggles and opportunities of our neighborhood.

Unfortunately, sometimes our efforts to help people in the area backfire, which is why we are writing to you today. Mr. Scott Gilbert, was a local contractor we hired to service common areas and perform necessary maintenance on our building. After many years of accommodating his needs and being understanding of his difficult situation, we discovered that he was using his position to exploit the people of our building and creating an unsafe environment.

Upon being let go, Mr. Gilbert terrorized the building with vandalism, mischief, theft, and threats before eventually crossing the line and receiving a police order not to set foot on the premises. Now, he is pursuing us through any and all legal channels he can, causing undue financial and mental stress on our building and strata council. His claim that he was in an employee-employer relationship with our strata is grossly misleading and largely untrue.

We feel strongly that Mr. Gilbert should be considered a contractor for the duration of his time at Strata plan EPS3084.

We hope to prove so in the following pages. This is a formal dispute of CPP claim - CE2234 1123 8405 and EI claim - CE2236 2183 4380 ruling under reference number CE2234 1123 8405.

Our warmest regards,

Bethany Brown

Bethany Brown on Behalf of the Owners & Tenants of Strata plan EPS3084

1. Background Information

1.1 How Does a Strata Operate?

A strata is a group of individual owners that are part of a whole. The whole they create is a separate legal entity and should be looked at as an “individual”. The law says that the strata plan is responsible for managing and maintaining the strata’s common property and common assets. An elected council of volunteer owners or long-term tenants performs the strata plan’s duties. They must do so for the benefit of the owners. The day-to-day role of Strata Council is to make decisions that enable the strata plan to operate smoothly and operate within any restrictions created by the Act, Regulations, bylaws, or majority vote of the owners. See below link for more details:

<https://www2.gov.bc.ca/assets/gov/housing-and-tenancy/strata-housing/strata-guides/guide4.pdf>

Strata fees are collected from owners each month and are used for expenses that usually occur either once a year or more often than once a year including (but not limited to): monthly utilities, seasonal landscaping, weekly cleaning, minor maintenance, strata property management, and annual insurance costs for the strata corporation. See below link for more details:

<https://www2.gov.bc.ca/gov/content/housing-tenancy/strata-housing/operating-a-strata/finances-and-insurance/budgeting-and-strata-fees>

Every year during our Annual General Meeting (AGM) we set a budget and seek to have contractors fulfill all building needs within the budget. The goal at the end of the year is that the budget be at \$0, not making any money nor operating with any deficit (we operate similar to a non-profit in this way). We are required to have 3 companies bid to fulfill these contracts, then the strata council evaluates which bid works best for the building at that time. If the budget is to have a major change, or an expense exceeds an operating budget evaluation, or is outside of the expectations set at the previous AGM (this would include a change of a contractor becoming an employee) a $\frac{3}{4}$ vote is required prior to moving forward (3/4s of the owners in attendance at the meeting vote in favour of the change) - this is completed during the following AGM or by calling a Special General Meeting (SGM) in the interim.

Our strata property management company, First Service Residential (a separate entity from our building, strata and strata council) assists with operating the strata. Our current Strata Manager at First Service Residential is Miroslav Babjarcik and this changes over time. First Service Residential works as a contractor for our building and many other buildings in the city to ensure the strata is following the bylaws and to assist with administrative duties such as hiring and paying contractors. All actions must be approved by the elected Strata Council at that time. As the Strata Council is a volunteer position there is rotation of persons providing service to the building and no one strata council member has targeted experience to assist/manage a contractor with completion of their tasks/expertise. Strata Council do not act as managers for the contracted trades people as many council members do not live on site (no council member at this time lives on site). That considered, it is required that the contractors hired work for their

own companies that can provide training and management independently of our building, or as independent contractors providing their own Worksafe BC, WHMIS training, and liability insurance. This helps to protect the financial wellbeing of owners, as taking on an employee presents a liability risk. Further, it is beneficial to the workers to be contracted on a bid-contract basis to ensure the work performed is priced at market value, and can be completed as the worker sees fit. The majority of strata plans in BC do not hire employees. Strata Plan EPS3084 is registered with the CRA as a RC0001 in congruence with the aforementioned reasoning.

1.2 Scott Gilbert as Building Manager & Cleaner

Mr. Gilbert, who lives in the area, worked as an employee for EcoSan, the company Strata plan EPS3084 had contracted to complete the cleaning tasks for the building. Over time Mr. Gilbert made several bids for new contracts with Strata plan EPS3084 including a cleaning contract (as he requested a raise from EcoSan and was denied. He has opened many conversations with our Strata Manager and Strata Council to bid for contracts including, but not limited to, The Building Manager contract, the Repairing of the Loading Bay Gate contract, the Cleaning of the Awnings contract, the Pest Control contract, etc.. Mr. Gilbert won the bids for many of these contracts as an independent contractor and was hired under the corporation name, Scott Gilbert Co. Because he is the CEO of this company he asked that cheques be made in his name Scott Gilbert. If he was filing his taxes incorrectly or not paying into CPP or putting aside funds for EI, that is his choice and not at the recommendation of or within the jurisdiction of strata council.

Please see Appendix 1 to review the Resident Caretaker & Building Manager contract.

In the building manager contract it is within their job description to set up meeting times with associated trade contractors (plumbers, restoration companies etc.) and let them into the building during the 2 hours per day that they are working at the building, yet communication is usually quite open and clear between the building manager and strata council so they can approve pending contract costs by associated trades, ensure they are within the yearly operating budget, and meet the trades to let them into the building if/when the building manager is unavailable.

If Mr. Gilbert makes a bid for a new contract, strata council must approve the bid while also evaluating 2 (or more) other bids to ensure best use of available funds and appropriate skill set allocation to complete the task.

Mr. Gilbert had difficulty maintaining clear, concise and professional conduct and communication with strata council, the strata management company, and associated trades throughout his time at Strata plan EPS3084. He made threats to all aforementioned parties resulting in HR and criminal claims that are currently under investigation. VPD file numbers for your reference - involving former council member Jayun McDowell - VA22-147473, and current council member Christina Donovan - VA22-193005 as well as various other cases of vandalism and mischief

VA22-144822; VA22-136377; VA22-142374; VA22-193006 (video and photo evidence available yet approval to distribute is required by VPD).

On August 12, 2022 in an email entitled Bullying and Harassment, Darrin Whitney (VP of Strata Operations at First Service Residential) provided a formal Bullying and Harassment claim against Mr. Gilbert for his conduct towards the Strata Manager, Mr. Miroslav Babjarcik, from FSR. In the claim a No Contact order was placed where Mr. Gilbert was not supposed to Contact Mr. Miroslav Babjarcik.

Dear EPS3084 Council,

Due to the ongoing volume of communication, content, and tone of communication we have been receiving from the site contractor which is being directed at our agent, we are now in receipt of a formal bullying and harassment claim. As an organization we take these claims very seriously.” and continued by outlining strict No Contact boundaries between Scott and FSR and defining bullying and harassment as the following (the following was copy and pasted from the email and the bold areas were made by FSR)

Assigning unreasonable duties / workload to create unnecessary pressure or intentional failure; spamming with dozens of emails a day (such as insults, complaints, excessive demands), intended to slow down the process of getting things done.

- **Intentional discrediting, intimidation, threatening, belittling or humiliation of others; repeated threats to punish, sue or fire a person**
- Verbal abuse, name calling, repeated put downs (e.g., during meetings), written abuse (e.g., in emails)
- Disrupting meetings with offensive behavior, yelling, accusations, recriminations

Retaliation when behavior is addressed or reported

On August 18, 2022 a in an email entitled Response Required, Darrin Whitney (VP of Strata Operations at First Service Residential) outlined the occasions where Scott breached the aforementioned No Contact boundary.

On August 23rd, 2022 a second Bullying and Harassment claim was made by Mr. Whitney against Mr. Gilbert because he broke the no contact order and continued to harass Mr. Babjarcik.

Scott,

We have been advised that you have chosen to ignore the communication protocol that was presented to you due to the bullying and harassment complaint. Although you are no longer under contract with EPS3084, you do have an assigned voting right, your communication to the team continues to be harassing and will not be tolerated.

FirstService Residential BC remains committed to ensuring our associates' working environment is free from workplace bullying, harassment, discrimination, and violence. This includes interactions with other associates, contractors, vendors, council members, residents, and their guests.

As there has been a change in your contractor status, the following still apply:

1. You are to have **no direct contact** (phone, email, text, person or other) with our agent.
2. You are to not contact anyone at FirstService Residential, which includes myself. **This also includes the Regional Director.**
3. Any outstanding remuneration requests will be forwarded to council. This communication **must be professional, clear and brief.**
4. Any other communication will be forwarded to council and will be reviewed at the next council meeting. This communication also **must be professional, clear and brief.**

We have been directed by council to not respond to you on any matters and I will advise you, that we are very serious about any breaches of the above, which could result in legal proceedings against you.

Any issues that may arise regarding your current leased unit should be directed to the owner. The owner in turn can provide these to the agent, who will then have this correspondence be included in the next council meeting agenda.

Lastly, we fully appreciate, respect, and wish to have a continued enduring professional relationship providing strata management services to EPS3084. The fact remains though, that management fees associated with EPS3084, represent a very small portion of our annual operating income. The ongoing rhetoric around threats of termination and efforts to arrange a “quid pro quo” situation by suggesting that if we reassigned the strata manager in exchange for your support in order for us to maintain strata management of EPS3084, is without standing.

During Mr. Gilbert’s time with Strata plan EPS3084 he held contracts with other companies/buildings including FJL who owns the 3rd floor in Strata plan EPS3084. Mr. Gilbert also held a 3 year lease living in one of the units at Strata plan EPS3084 for a duration. Because he held a 3 year lease it is within the strata bylaw that he is allowed to volunteer for Strata Council. It is also a bylaw that all Strata Council volunteers must attend Strata Council meetings, unpaid, or they lose that volunteer position after 3 meetings are missed. Mr. Gilbert was on Strata Council for 1 month between June 13, 2022 and July 5th, 2022 when his position on council was found to be in conflict with his position as a contractor for the building (as he could vote to approve his bids for contracts). Mr. Gilbert elected to step down from council at this time and continue as a contractor with Strata plan EPS3084. This would be the only time Mr. Gilbert would be required to attend council meetings. In his contract it is recommended that the Building Manager attend meetings to communicate their plans for building maintenance with council so council could budget appropriately - as the building manager is the eyes and ears on site, yet communications and decisions can be exchanged via email, text, phone call and can be reviewed in the Strata Minutes and so Building Manager attendance at Strata Council Meetings is therefore not enforced. If Mr. Gilbert wanted to make an in person bid for another contract, or

request a raise in pay for a contract he could request time during a council meeting to do this (as he did on February 3, 2020).

Due to Mr. Gilbert not fulfilling the cleaning tasks, disappearing for weeks at a time without establishing another contractor to fulfill his tasks; supplying FOBs to non-owners/tenants within the building; having multiple contracts in the same building and concerns about 'time stealing' and billing for time spent completing tasks for his other contracts; committing bylaw infractions including renting parking stalls to non residents who had stolen bikes, installing not approved nor legal cameras and providing footage to not bylaw approved outlets, and installing an illegal laundromat (please see email from Mr. Gilbert below as per same); fulfilling contracts that had not been awarded to him and billing for them and then threatening council in order to be paid accordingly Mr. Gilbert received a letter of termination of his contract on June 14, 2022 with an end date of August 17, 2022 (APPENDIX 2 - Letter of Termination).

From an email titled **EPS3084 - Current issues, items to address this year Date: July 5, 2022 at 1:50:12 PM PDT** Mr. Gilbert writes the following

4. Laundry room needed for third floor residents

The third floor does not have any laundry in suite so residents must go off site. Closest laundromat is on Abbott and they only offer full service at \$20/load and do not allow you to use the coin machines. Other options require a bus ride. This is a significant barrier to third floor residents, many of whom are on income assistance, elderly or disabled. The result is laundry being done in the sink, and hung over the handrails to dry (unsightly, not hygienic). For years council has promised to solve this problem but it never happens, largely because these units are all rentals meaning these residents cannot sit on council so their interests are underrepresented. Council members all have in suite laundry and typically view this as low priority. But many of the building pest control problems can be linked to this issue. The late Mr Hom from 315 had bed bugs and washed his bedding in the sink. The heat from a dryer will kill bed bugs, but he did not have easy access to one so when he died the bugs spread and before long 416 had them. Dan owned 416 and was on council at the time but ended up selling his condo because of the bed bugs that could have been contained if Mr Hom had a dryer. In the past we obtained quotes for a proper setup and just the plumbing and electrical for a basic laundry room came to about \$12000 (most cost is for a 240 volt line from panel to loading bay area). Council didn't want to pay for that and FJL does not have that kind of money so the issue died. But we still need laundry! Since we already have 120v power in the walls and run 120v dryers in all units currently, we just need more dryers and can do this at 120v. **So I went and purchased 120v washers and dryers with my own money and for the past few months was operating a discrete laundry room in the building for third floor tenants, without express permission from council but with the knowledge of at least one of the former members. However in light of my new commitment to obtain approvals first I have shut this operation down for now and am bringing this matter to your attention with a request to have you form a committee to finally solve this issue, hopefully in short order. We can have a discussion with FJL about cost sharing and I have already purchased much of the hardware needed and do not expect a return or reimbursement.** I just want a viable solution that does not simply table this issue for another year.

Note that Mr. Gilbert completing tasks without approval and then billing for them was a major problem. Secondly, a Laundromat must be approved by the City of Vancouver so the aforementioned was against Strata Council's instruction and not in line with City of Vancouver bylaws. FJL is a separate functioning company within Strata plan EPS3084 that is responsible for managing and renting out units on the 3rd floor, it is their responsibility to provide washing machines in their units if that is their priority - it is not up to the owners in the building to purchase washing machines for other units in the building (photo evidence available upon request).

Because Mr. Gilbert was aware that a major change in his contract could not happen outside of a yearly AGM, he called an SGM on August 26th, 2022 where he set the agenda which included: to reverse the termination of his contract, to request that the owners make a change to have the building manager position be seen as an employee position vs a contractor position, to get the current strata council members removed from strata council, and to have the strata management company fired or to have the strata management representative removed as Mr. Gilbert was unable to work with him.

Considering the pending SGM on August 26th, 2022 had the potential to offer Mr. Gilbert a new contract, strata council agreed to pay Mr. Gilbert his full contract rate until August 31st, 2022. Mr. Gilbert was paid out up to this date although from August 10th, 2022 he did not complete Caretaking or Building Management tasks as contracted as summarized in his email below.

Dear Council,

Now that notice of the SGM has gone out I am informing you that effective immediately I will be cashing in the banked sick days and vacation days that I am entitled to from the last several years but have not taken. My partner Tori will be available to answer emergency calls on my cell phone and will perform the basic elements of janitorial services between now and the SGM but I personally am no longer at your service until after the SGM. At that time I may be a building manager with job security or I may be off to find a new job and that will be determined by the votes cast so let's rally our troops and make this event memorable. It certainly will make or break me!

I expect my regular pay for this month to be paid in full and on time. If I am voted out then Aug 26 will be my last day and you can pro rate the Aug pay. If my motions pass then I will remain in my post until such time as a voting majority of owners approves my removal at a general meeting and my invoices will be paid to the extent that is approved by voters at the meeting.

I will have a number of proxy votes at the meeting and you will surely say "you can not vote for yourself that's a conflict of interest" but these will be votes I cast for owners who support me and who have been notified of the matters at the meeting so they are free to attend if they want to, assign someone else, or restrict / revoke their designation of me as their proxy. Every political candidate in history has voted for themselves and this does not constitute a conflict of interest. If you want to block me from being a proxy holder then the way to do this is to hire me as an employee but this doesn't seem to be happening so I see this as reasonable given the circumstances.

See you all at the SGM. Until then I am busy

On August 25, 2022, a lawyer at Clark Wilson confirmed that Mr. Gilbert's termination was legally binding and effective. It was also confirmed that Mr. Gilbert would likely be considered a contractor and not an employee based on the following:

1. Mr. Gilbert submits invoices for payment each month
2. Mr. Gilbert charges GST on his invoices
3. Mr. Gilbert is responsible for his own workers compensation and insurance coverage
4. The expectation is that Mr. Gilbert would arrange for coverage during any periods of absence such coverage to be paid by Mr. Gilbert
5. The work Mr. Gilbert does is not the core function of the Strata

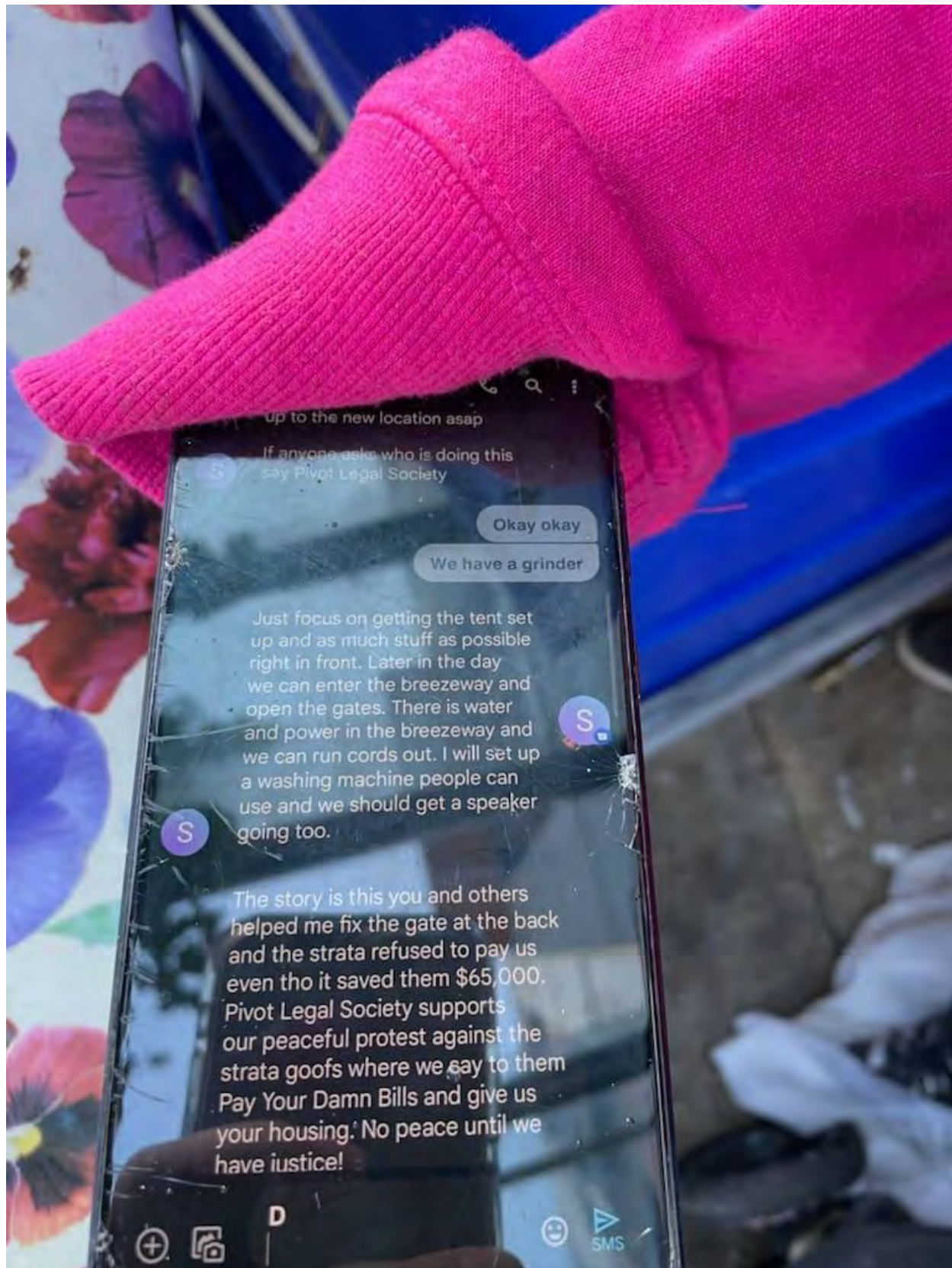
Point 1-3 above indicate that Mr. Gilbert had been treating this as a contractor relationship and point 3 further indicates that Mr. Gilbert was free to hire his own workers to complete the work. Further to point 4, the function that Mr. Gilbert performs is needed for the Strata, but the Strata is not a business and these tasks are not integral to its purpose.

(APPENDIX 3 - Legal Opinion of Termination and Contractor Status)

Regardless of Mr. Gilbert having a substantial number of proxies (votes that he used in his own favour), during the SGM on August 26, 2022 - a meeting of owners, Mr. Gilbert's contract was NOT reinstated; owners were open to having the building manager position be seen as an employee with benefits in the future if the awarded contractor was not an independent contractor or associated with a contracted company like Maxim, our current building manager and cleaning company, or like Scott Gilbert Co.; NO strata council member lost their seat; and the strata management company was NOT fired (APPENDIX 4 - SGM August 26th, 2022).

Mr. Gilbert was very frustrated with the outcome of the SGM on August 26th, 2022 and escalated his behaviour towards council members and the building. On September 17th, 2022 Mr. Gilbert removed the gate outfront our building, on September 18th he paid folks experiencing homelessness to barricade the entryway to the building and texted one of them plans to break into the building , camp out, bring speakers to party, and ensured them that he would re-setup the washer and dryer.



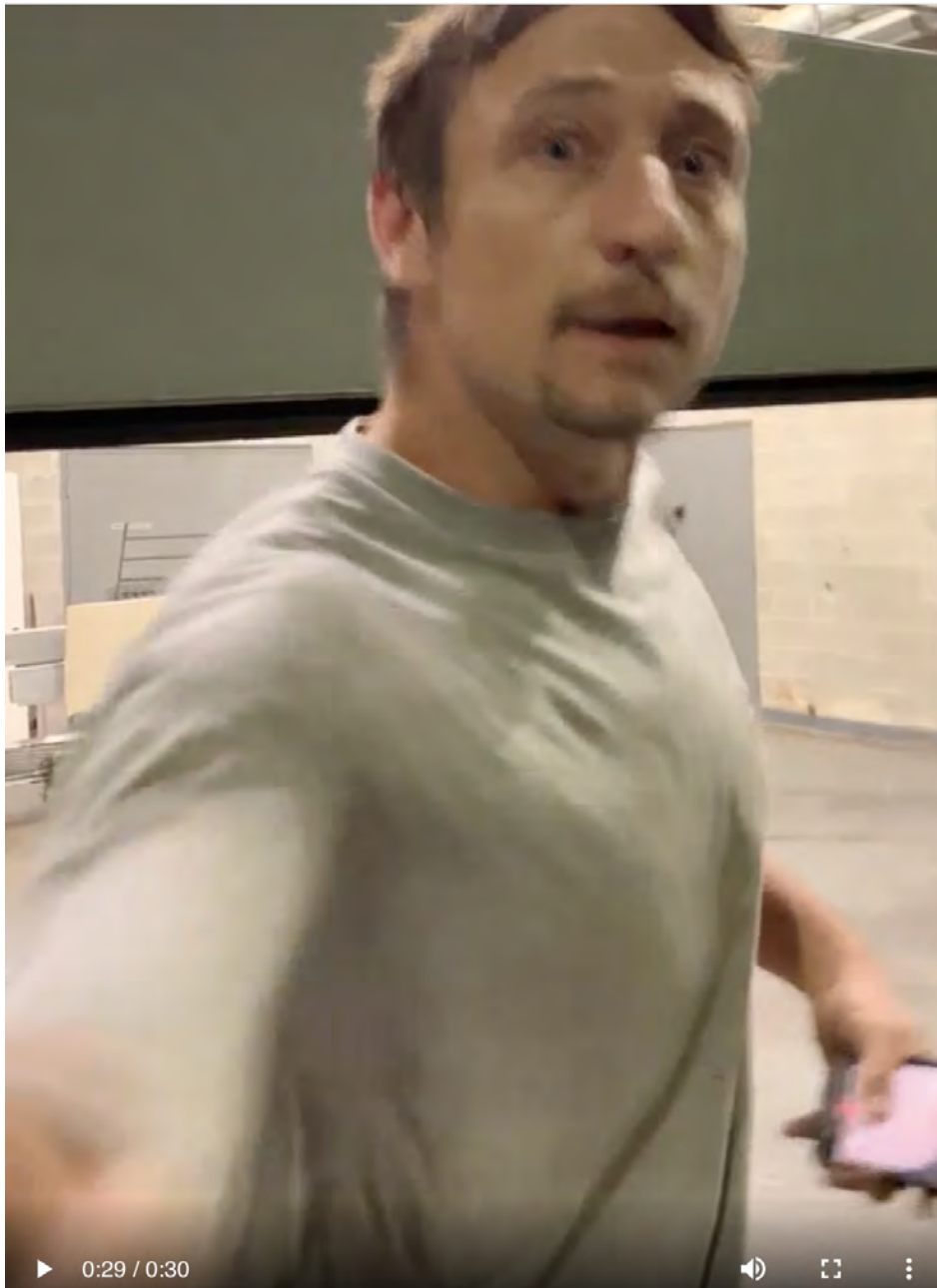




Mr. Gilbert broke into the building and turned the water on in the breezeway attempting to cause flood related damage (video evidence available upon request) - please see VPD file VA22-144822 for details.



On September 22, 2022 Mr. Gilbert aggressively stole a council member's phone as she videotaped him removing items from Strata plan EPS3084 that belonged to Strata plan EPS3084 - please see VPD file VA22-147473 for details.



<https://www.138easthastings.com/building/phone-theft/S>

From VPD file VA22-147473 the police issued a No Go order against Mr. Gilbert so he is not allowed to return to Strata plan EPS3084.

1.3 CRT Claims

The Civil Resolution Tribunal (CRT) is a new administrative tribunal. It is an online dispute resolution platform created to help people resolve certain types of disputes quickly and is widely used in Residential Building related disputes. Each dispute must go through mandatory negotiation and mediation phases, where the parties can negotiate with each other. Up to 75% of buildings will use the CRT process to resolve disputes with residents/tenants or contractors to ensure a fair and just process.

As a contractor Mr. Gilbert has made multiple CRT claims:

- 1 - to have his Loading Bay Gate contract work paid in full regardless of having NOT received council approval to complete the work, or providing evidence required when completing contracts (evidence of a bid made for the work, clear and authorized work order, evidence of completion of work at a safe standard, receipts of required tools and materials, etc.).
- 2 - to have his Building Manager contract reinstated and to be paid for the time off between his contract being terminated and being reinstated. As well as to have the current strata council removed from council.
 - Please note that Mr. Gilbert's contract was never reinstated, this was an assumption he made and presented to the CRT.

Summary of CRT claim 1 - The Loading Bay Gate contract

Mr. Gilbert had approval from council to complete initial work on the Loading Bay Gate for which he was paid. It was then found out that Mr. Gilbert had driven his van through the gate which caused the damage that he was then repairing.



Please see the video.

Video of Mr. Gilbert's van leaving the loading bay and damaging gate.

<https://www.138easthastings.com/loading-bay-gate/>

Password: 138Gate!

Because of this, and because the initial work did not restore the gate to safe working order (APPENDIX 5 - Unsafe Gate Assessment), no further work on the Loading Bay Gate was approved for completion by Mr. Gilbert. Council began looking for replacement gate options/quotes as the gate was running outside its runners and was easily vandalized (APPENDIX 7 - Loading Bay Gate Review). Mr. Gilbert continued to work on the Loading Bay Gate without approval by strata council and continued to provide invoices. When council refused to pay the final invoice as it was not approved and other options (contracts to replace the gate) were being researched Mr. Gilbert escalated it to a CRT claim on September 21, 2022. Because Mr. Gilbert's behaviour had escalated into multiple criminal claims, it was agreed that this CRT claim would be resolved as Mr. Gilbert had agreed that with this resolution, no further claims or interactions would take place. In other words, council agreed to pay the first CRT claim amount as a show of good faith and to hopefully end all interactions with Mr. Gilbert safely. Although Mr. Gilbert originally agreed to settle all disputes with the first CRT claim settlement offer, when he received the money he retracted that offer and continued issuing and pursuing claims.

The following is a review of Mr. Gilbert's communications with strata council about The Loading Bay Gate contract, his threats to dismantle the gate, and his eventual dismantling of the gate.

Date: July 26, 2022

Subject: Minutes, Jayun, invoices for gate and more - eps3084

The fact my gate invoices have yet to be paid (even the repair ones) means we are barreling closer and closer to the **Aug 1 deadline when I begin to dismantle the gate in an act of protest against the handling of my invoices** compared to those of platinum and supersave.

Mr. Gilbert then proceeded to send an email to Waste Management, our garbage removal service letting them know to NOT pick up garbage. As the contracted Building Manager it is Mr. Gilbert's role is to connect with subcontracts like Waste Management yet as indicated below, Mr. Gilbert's intent was to sabotage the building in order to have his invoices paid that were not approved. The lack of communication caused a building-wide issue where garbage backed up into the chute and the building and council had to head down to hand bomb broken bags into alternate bins, hire junk removal, and restore service with Waste Management through alternate means.

Thursday, July 28, 2022

Subject: Garbage pickup 138 E Hastings

Hi Emily,

As you know, our loading bay gate that had so many problems this year has been fixed for the past 2 months and your staff have been using without incident for some time. **However the strata has not paid**

for the repair work they authorized and the contractors who worked on it have decided to render it inoperable until such time as the invoices are paid so as of Aug 1 other arrangements will need to be made because the dumpster will not be able to safely leave the building and I am asking you to make sure your staff DO NOT attempt to operate the gate. I am copying the strata manager Miroslav so you two can coordinate alternative arrangements. The bin itself will be inside the building and cannot fit through any doors so maybe garbage could be piled in the breezeway and loaded by hand? Or a second bin could be purchased and left in the alley or something. Not sure ...this will be a tricky one but it's up to council and Miro to sort something out as this is what would have been the case months ago but the workers who solved the problem have their own expenses and have decided their work is not to be used without payment. For the safety of your staff I am asking you to ensure the gate is not touched beyond Aug 1 2022. Council still has time to make arrangements and if they do I will update you. They are well aware of this and have had ample notice and opportunity to ensure this was avoided but I do not understand some of their reasoning but they can explain better than me.

This also applies to cardboard recycling in the large bin. Smaller recycling bins for paper, food waste and containers will not be impacted as it is picked up at the front.

Thank you for your understanding.

Scott

The following indicates that Mr. Gilbert had the control to not only contact and modify contracts with subcontractors but to also call Special General Meetings, set the agendas, rally votes in his favour - votes that can also remove volunteer strata council members and the Strata Management Company FSR.

Date: Sat, 30 Jul 2022 00:54:34 +0000

Subject: EPS3084 - SGM resolutions + my nod to process and the ultimate authority that will bind us all Hi again all, your building manager here..

Further to the below email that contains the signatures required for a general meeting of owners by demand, I am also providing the proposed wording (attached) of the only matter of the ten on the agenda that will require a 3/4 vote to pass. It is provided now so you may include it in the notice of meeting that must be sent out to all owners at least 21 day ahead of the meeting, and it is these ten matters that must be dealt with before any other matters at the meeting. Procedurally, there will be a total of ten (10) motions brought by owners to this meeting - one for each matter listed in the petition. The wording for the other 9 motions is not required at this time but will be provided at, or prior to, the next general meeting which *will* take place in late August 2022.

I will remind you that at a general meeting, a vote by owners can restrict or even reverse any actions of a strata council. This is because it is the duty of council to act at the direction of members, who they are ultimately accountable to. This upcoming meeting is the appropriate and proper forum to resolve all the outstanding matters like my termination, the gate repair and upgrade invoices, terms of use for the Facebook group, and more. Out of respect for the process defined in the Strata Property Act and the upcoming meeting that may well reverse or overrule any decisions we make now, I'm sure we will all agree that to act in advance of this meeting on any matter to be addressed at it is both premature and pointless, since any actions we take now will ultimately be reviewed and judged so soon that it renders useless any time or effort by us now to attempt resolving them. With this in mind, I will postpone the

planned dismantling of the loading bay gate scheduled for Aug 1, not provide the further invoice revisions as requested by Miro in his latest email, and similarly, Miro should not send any notices to owners regarding my termination, and Ali should not make any more statements on Facebook regarding termination of the contract with FSR or myself, as all of these items are now on the agenda for the upcoming SGM and none of us have the authority to act in advance of this meeting on any matter identified in the petition.

I trust that you all understand and will respect the process and provisions of the Strata Property Act, and agree that handling of these matters in this forum is proper, appropriate and ultimately binding on all of us in such a way as to be the definitive judgement and resolution of the disagreements we currently quarrel over. When these matters come to a vote as they all now will, Miro, myself and council will all be bound by the results of these votes and none of us have any opportunity to object, refuse or question the authority that will direct us all with respect to the outcome. Now is the chance for each of us to rally our constituents, make our cases, and then act in accordance with the outcome of the votes that will be held. Any deviation from that path is not acting in good faith, in the spirit of democracy, or with the best interest of the building in mind.

I hope this meeting will finally bring us all together and smooth out any differences we may have by clarifying the proper authority and forcing us all to be equally bound by the results of any vote by owners. I look forward to this event and commit myself now to acting in good faith at every step of the way and accepting the results, whatever they may be. If owners want me to leave I will do it promptly without incident. If owners want to pay for the gate repair as invoiced then Miro will cut the check and cannot delay or insert additional requirements, and if owners decide FSR is not so bad after all, then they will stay our management company and none of us can question or dispute the results because none of us individually have any authority to.

As Mr. Gilbert did not get the result he wanted at the SGM he held on August 26, 2022, he indeed dismantled the Loading Bay on August 31, 2022 (APPENDIX 6 - Mr. Gilbert's note regarding Dismantling the Loading Bay Gate).



Aug. 31, 2022
This gate is
NOT SAFE
to operate at this
time. Using it may put
you at risk and cause more
damage. Gate is locked.
- Building Management

The Loading Bay Gate remains inoperable and council will seek to reclaim the cost of damages via the CRT or Supreme Court. Please see Document of the Loading Bay Gate Review document to understand the current state of the Loading Bay Gate (APPENDIX 7 - Loading Bay Gate Review Document)

On November 14, 2022 strata council resolved CRT claim SC-2022-006050 for the Loading Bay Gate contractor invoice in an effort to de-escalate Mr. Gilbert and end all contact with Mr. Gilbert. Initially he agreed to the same yet upon receipt of the finances communicated the opposite. Please see Mr. Gilbert's email response on November 17, 2022

Subject: Re: SC-2022-006050 Agreement

I can confirm that the check was received and cashed today - thank you for settling this claim reasonably.

Please note this settlement does not absolve you of Dispute

ST-2022-006282

Your initial response to both claims involved a single reply at vaguely addresses the issues raised in both claims, and it was posted as a response just to claim 006050 which we have now resolved. These terms of agreement do not make reference to this other claim and it is unrelated to the gate work so it will remain valid. I believe your written response is now overdue.

This second claim should be for over 8000 but since 5000 is the max I can claim through CRT you have the benefit of a reduced amount which I will further discount by 20 percent so you only need to pay 4000 to resolve that one - a very good deal and one I will only offer for another 7 days. After that the claim remains valid as stated.

I await confirmation of your acceptance of this offer.

CRT - you have my permission to withdraw claim 006050 but not 006282. Please move this second claim into the facilitation stage now.

Thank you

The following CRT Claim SC-2022-006282 remains open as it is contingent on Mr. Gilbert as the former Building Manager at Strata plan EPS3084 being a contractor and is as follows in Mr. Gilbert's words:

Claim-124338 Termination of building manager contract and appointment of council member are not valid because they were not decisions made at any meeting if council that minutes exist if

I am filing this claim because I was notified that my contract as a building manager had been terminated and a new contract had been signed with another company. This represented a major change in service levels for the building and the decision was made "quite some time" prior to the AGM. However there is no mention if these significant changes based on decisions by council in any minutes of council meetings. At our building we do not have employees and my position was one of an independent contractor that covered both building manager and janitorial services. This was not a decision of the strata manager but one made by council who then directed the strata manager to notify me. The notification was made one day after the AGM at a time when the council who ordered it was no longer in office, and this matter was entirely omitted from the AGM which suggests a concerted effort by all members of council and the strata manager to hide this matter from owners. I waited several weeks and still no minutes were released that described this. I objected saying the decision was not valid on the basis that it did not happen at a meeting with minutes. The new council also objected to how this was handled and directed the strata manager to cancel the recently signed contract with a new company. Shortly thereafter all council members resigned and on their way out they appointed new members, one of which was on council the year before but had been voted down at the AGM as she ran for reelection. This new council made entirely of appointments including one members had voted no to serving thus year then held a meeting where they voted to uphold the decision of a previous council to terminate me with 60 days notice. This happened at a meeting with less than 30 days before the termination was supposed to take effect and I don't believe it is valid either because you cannot uphold a decision that was never valid in the first place. If they had voted to terminate me at this meeting and give 60 days notice and that was a decision found in minutes then it would be valid but that's not the decision that was made. This same council went on to appoint yet another member and this was also not recorded in any minutes. As the solutions explorer for this claim rightly points out, and as I have notified council repeatedly in writing, decisions they make are not valid unless they happen at a strata meeting where minutes are distributed to owners within 2 weeks of the meeting and these minutes must record the results of any votes. It is not enough to simply say the meeting happened and votes were held but 3 months later still there is no official record of when the meeting happened, who was there and what was voted on, particularly when matters as significant as adding council members or removing major contractors that interact with owners more than any other person at the building, or signing new contracts worth over \$50,000/yr. These are exactly the type of matter than owners must be notified of so that they can object to or ask questions about or use as a basis

to vote against reelection if members or call for an SGM. Without transparency and disclosure a council is not acting in good faith and not following their duties under either Strata Property Act or their own bylaws.

Requested Resolution & Response

There are 2 outcomes, remedies or actions requested to resolve this claim with a total claim value of \$5,000.00.

Requested Resolution 1

\$5,000.00 - I want them to reinstate my contract because they did not terminate it properly and I want compensation for the time between the ruling and my last day working on site (Aug 17). I was making \$3850/mo but will accept \$5000 if the total lost exceeds this amount. They may still terminate me but must do so properly.

Requested Resolution 2

\$0.00 - I want them to remove the council member that was appointed without minutes of the meeting and notify owners that they violated the bylaws in both these situations and assure them that this will not happen again.

Please note that Mr. Gilbert was given a letter of termination on June 14, 2022 with a termination date of August 17, 2022 (60 days notice). There is no strata bylaw that states that contractors termination be addressed at an AGM as the AGM is to discuss yearly budgets. The Building Manager and Caretaker termination was minuted in the July 26, 2022 minutes after the termination letter was sent as the minutes are a review of what occurred in the preceding 2 months since the last meeting.

The CRT claim, CS-2022-006282, remains open as is contingent on Mr. Gilbert being an independent contract, as was his prior claim CS-2022-006050 that strata council resolved prior to knowing that he was making a claim with the CRA to be seen as an employee. Strata council has requested a stay of proceedings while the CRA decision is resolved so as strata council is not paying Mr. Gilbert as both an employee and contractor for the same disputes through different avenues. Mr. Gilbert as also filed a substantial Employment Standards Branch claim (\$120,000) and continues to taunt strata council with further CRT claims, settlement offers that are outside of the CRT, CRA, ESB, etc.,

The following is a recent email from Mr. Gilbert alerting the strata council to the CRA ruling.

Date: December 30, 2022

Subject: CRA ruled in my favour!! Haha losers I win again!!!!

The CRA has now issued their ruling on my work at Sequel and despite the matter of fact statements by the likes of Tia and Miro and your high priced lawyer, I have been proven right and you are all dead wrong. Your lot has repeatedly insisted with such confidence and authority that you were sure I would be ruled a contractor and flat out refused to listen when I told you that you were wrong. Loved the email from Tia where she sent me a link containing text that directly contradicted her particularly after learning she was going to report me to the realtor regulatory body. I dared you to then and it would be hilarious to see you try that now because I have been ruled an employee which makes me exempt from the rules she accused me of violating when my back was turned but never to my face. Ur a dumb cunt and this is the proof. Goof.

The implications of this are vast. You should have taken my settlement offer of \$10,000 when you had the chance and all of you stupid shortsighted blowhards have no damn clue what ur doing and now I'm gonna take you for everything I can. My labour board claim for \$120,000 is now on a fast track and your lawyer should be fired after writing that nonsense response to my second CRT claim cause you are really gonna look stupid now. I just wish I had gone to small claims and been limited by the cap of 5000 in CRT. Sucks for me, but sucks more for the owners of sequel that I did much to cut costs for and you all have just ballooned so you could pick on me. Well fuck ya. Ur all so full of shit that it's gonna cost you and I can't wait to see how Miro explains this one to the owners. Fuck you all stratas R goofs and Jayun in particular can go to hell.

See you in court losers. Wait till I get my teeth into you on defamation Donovan u r gonna pay too.

Please note that Tia is a former strata council member, Jayun is a former strata council member with VPD investigation claim number VA22-147473 and police issued a No Go order for Mr. Gilbert at Strata plan EPS3084 as a result. Donovan is Christina Donovan, current strata council member who Mr. Gilbert has made repeated threats towards with current VPD investigation VA22-193005 for your reference.

Mr. Gilbert called in to former strata council member, Tansy's workplace as a vet to have her fired. When they would not he wrote nasty google reviews on their company website and has refused to remove them.

Because of the high threat nature of Mr. Gilbert, we ask that this information and dispute be treated with sensitivity for the safety of current and former strata council members.

In hindsight, there were many red flags that would have caused the termination of Mr. Gilbert if he were employed and under management of any normally functioning company. This situation with Mr. Gilbert was able to escalate to this extreme because our volunteer council does not have the ability to act as on-site management for employees, nor provide the reporting and leadership structure necessary to deal with regular employment problems which is why we only hire contractors.

Please see the direct response to the Seven Elements below:

2. Seven Elements - Rebuttal

2.1 Level of Control

The building has specific needs regarding cleaning and management tasks as stated in the original contract between Scott Gilbert Co. and Strata plan EPS3084. As many strata council members do not live onsite, there is no one available to provide management of completion of tasks except the contractor. Individual owners or tenants may email complaints or concerns to the Strata Manager or Strata Council and have them pass the information to the contractor.

How the building manager and cleaning contracts work is that an Independent contractor or company will come and assess the building saying “it likely will take 3 days a week, 4 hours a day, for 3-4 of our workers to complete sweeping, wiping, hosing down, etc”. The Building Manager will offer guidance to cleaning contractors if longer term projects are coming up. The Building Manager has flexible hours and monitors task completion within those hours, holding up to 2 hours for possible emergency or after hours tasks which rarely occur. An example would be if a resident accidentally hit a sprinkler head causing their apartment to flood, this hopefully never happens but may occur once every 5-10 years. Since June 2022 the only after hours emergencies were caused by Mr. Gilbert and dealt with by strata council, the VPD, and/or Waste Management.

When looking to award a contract, the strata council will review 2-3 quotes from contractors or corporations and moves forward with the bid that works within the yearly operating budget. This is the same process Mr. Gilbert used to procure the Cleaning/Caretaking and Building Manager contracts. Mr. Gilbert set his own hours and communicated limits (Monday-Friday, 8AM-4PM) as to when he would be available for contact by owners, strata council, and the strata manager. FSR and the strata council then communicated these hours to the owners of the building on Mr. Gilbert’s behalf as that is one of the tasks that the strata management company takes on.

Strata plan EPS3084 had a monthly budget available for the contractor completing cleaning and building management duties, that is \$2700.00 and \$1050.00 respectively - Mr. Gilbert was to set his hours and complete tasks within the contracted allotment. This continues with our current contractor. They let us know their hours and we communicate that to the building.

On Mon, Feb 6, 2023 at 1:31 PM Miroslav Babjarcik <Miroslav.Babjarcik@fsresidential.com> wrote:
Hi Jatinder,

Please confirm the below contact information and working hours.

Regards,

From: Maxim Field Ops <fieldoperations@maximhelps.com>
Sent: Tuesday, February 7, 2023 10:08 AM
To: Miroslav Babjarcik <Miroslav.Babjarcik@fsresidential.com>; Bethany Brown EPS3084 (bethanybrown@gmail.com) <bethanybrown@gmail.com>; Rick Chou EPS3084 (rickchou55@hotmail.com) <rickchou55@hotmail.com>; Christina Donovan EPS3084 (donovan.cmo@gmail.com) <donovan.cmo@gmail.com>; sequeleps3084@gmail.com
Subject: Re: Follow up - Estimate#2208 - Strata plan EPS3084

Hi Miroslav,
Hope all is well.

I wanted to update you:

- Email Address: sequeleps3084@gmail.com for contractor, council and Property Management communications.
- We have uploaded our "communications tracker" within Google Drive and will share with Council.
- Cellular Phone - we will be activating a dedicated cell phone for the building.

Working Hours:

From 8:30 am To 4:30 pm

From: Danish Butt <dbutt@mgcos.ca>
Sent: Thursday, January 26, 2023 6:34 PM
To: Miroslav Babjarcik <Miroslav.Babjarcik@fsresidential.com>
Cc: Jatinder Jassal <fieldoperations@maximhelps.com>
Subject: Re: Follow up - Estimate#2208 - Strata plan EPS3084

Hi Miroslav,

I have sent the service agreement in a separate note.

Your answers in order:

1. The agent will be Rishabh. Rishabh has been with us for over a year now and was managing a 2 tower strata with 300 units. We believe he's the man for the job. Very personable, hardworking and solution oriented.
2. We are working on activating the cell phone number. It will be 604 968 8903
3. The email address will be SequelEPS3084@gmail.com
4. Jatinder onboards all of our agents and will do the same with Rishab.

In terms of the Building Manager meeting with other contractors and letting them into the building, this task is generally completed by the Building Manager as they normally set up the times with those contractors/subcontractors yet strata council may also assist to set up meeting times and meet contractors/subcontractors when the building manager is unavailable. It is rare, if ever that the strata council would set up meeting times for the Building Manager as we do not know their daily priorities or if they are completing other contracts etc. although there may be times that a subcontractor will indicate availability to us and we will pass that along to the Building Manager to coordinate.

In terms of deadlines and priorities, this is up to the Building Manager and Cleaning/Caretaking personnel within their contracted tasks. The strata council looks at the building on a yearly budget bases for far more than just building management and cleaning (they look at internet,

intercom, elevator repair, fire alarm maintenance, water damage and flooding, water heaters, garbage removal, snow removal, receipt of strata fees, bylaw infractions and 'chargebacks', etc.). If a contractor is repeatedly not fulfilling their tasks/there are repeated complaints by owners, strata council will communicate this in order to try to maintain the contractor - if the contract continues to not be maintained it is strata councils duty to find someone more suitable to fulfill the contract.

If the worker is going to complete tasks OUTSIDE of their contracted duties they are required to make a bid and get approval from strata council prior to moving forward. They are NOT required to get approval from strata council to complete tasks within contracts that they have been awarded. If something extraordinary occurs that is outside of an independent contractors contract, they are to contact strata council who consults the bylaws in order to proceed appropriately. For example, if a flood occurs it is bylawed that both a restoration company and plumber must be contacted - either strata council, the building manager, or the strata manager or strata corporation emergency after hours line are available for contact in these circumstances to meet the needs of the unit/building in a timely fashion.

In work that has been awarded to a contractor they have full say in how the work will be completed in a safe, timely, and accountable way. Strata council only gets involved if a building bylaw infraction, city bylaw infraction, criminal infraction, safety infraction to the building or residents, or a complaint arises.

In terms of cleaning the stoop by 9AM every morning, strata council is unsure what "the stoop" is and why it would need to be cleaned by 9AM everyday. Again, if there were multiple complaints received about "the stoop" not being cleaned and Mr. Gilbert set up the time for folks to check that the task indeed had been completed and then proceeded to have debris on it throughout the day but this is quite hypothetical again as council does not know what this is referring to and to their knowledge had no times set up to check cleaning work completion by the contractor. The Building Manager at times can check on the work completion of the Cleaning contractor and during this time, both were Scott Gilbert Co. and work was completed by Scott Gilbert and his subcontractors.

In terms of being on call for emergencies 24/7 - this is part of the building manager contract and that contractor sets aside 2 hours for emergencies (that may or may not be used), strata council is available 24/7 as volunteers, the strata manager and corporation has a 24/7 emergency line so it is not only the Building Managers responsibility to be available for emergencies. Again, since June 2022 there have been NO after hours emergencies excluding Mr. Gilbert's vandalism, mischief, and theft yet none that required the Building Manager to intervene.

In terms of taking time off, Mr. Gilbert does not need to receive permission, he is required to have someone cover his contract while he is away. In the email below from Mr. Gilbert on August 10th, 2022 he writes as per same

Dear Council,

Now that notice of the SGM has gone out I am informing you that effective immediately I will be cashing in the banked sick days and vacation days that I am entitled to from the last several years but have not taken. My partner Tori will be available to answer emergency calls on my cell phone and will perform the basic elements of janitorial services between now and the SGM but I personally am no longer at your service until after the SGM. At that time I may be a building manager with job security or I may be off to find a new job and that will be determined by the votes cast so let's rally our troops and make this event memorable. It certainly will make or break me!

Please note that according to our own bylaws and the strata property act the termination of my contract is not valid because it was not approved by a majority vote at a properly minuted meeting of strata council prior to the move being acted on and your lawyers will surely tell you that, same as CHOA just told me. Whatever linguistic trickery and tip toeing was attempted to explain this mess in the recent minutes is laughable but I'll give you this much - it's better than I could have done knowing the facts were not good and something had to be said.

I expect my regular pay for this month to be paid in full and on time. If I am voted out then Aug 26 will be my last day and you can pro rate the Aug pay. If my motions pass then I will remain in my post until such time as a voting majority of owners approves my removal at a general meeting and my invoices will be paid to the extent that is approved by voters at the meeting.

I will have a number of proxy votes at the meeting and you will surely say "you can not vote for yourself that's a conflict of interest" but these will be votes I cast for owners who support me and who have been notified of the matters at the meeting so they are free to attend if they want to, assign someone else, or restrict / revoke their designation of me as their proxy. Every political candidate in history has voted for themselves and this does not constitute a conflict of interest. If you want to block me from being a proxy holder then the way to do this is to hire me as an employee but this doesn't seem to be happening so I see this as reasonable given the circumstances.

See you all at the SGM. Until then I am busy

A proxy vote means that an owner signs a piece of paper instating you, the paper or proxy holder, to vote on their behalf. As Mr. Gilbert held a substantial number of proxy votes (the he distributed between himself, his girlfriend, and friends in the building) and voted in his favour at the SGM it was remarkable that the SGM did NOT vote in his favour to reinstate his contract, vote out current strata council, or vote to get rid of FSR or the current strata manager Miroslav.

Although Mr. Gilbert stated otherwise when bidding, he was not trained or able to complete the contract he bid for and procured as Building Manager. A new Building Manager would need to be found but Mr. Gilbert was open and willing to get the necessary training to keep the contract yet indicated that he is "broke" so the volunteer owners on strata council found it within the yearly budget to provide assistance with paying for this course and keeping Mr. Gilbert on. We have tried at every turn to make this contract relationship work with Mr. Gilbert. He also has many relationships and ties within the neighborhood and had many of his friends move into the building (one of which also has 2 current VPD claims open for domestic dispute where a window was smashed and dropped into the interior of the building). It is important to us as owners to work alongside the community and that works well until it becomes dangerous and unmanageable.

Mr. Gilbert can refuse any work he wants or hire subcontractors including his girlfriend cleaning company or the various subcontractors that assisted him with the Loading Bay Gate contract to complete tasks where he sees fit. When he continually did not complete his contract and did not have anyone else assist with completion he lost the contract.

Scott refusing work:

August 2nd, 2022 Scott reported “we need bulbs and i can no longer afford them so need Miro or someone on council to start ordering these...”

August 4th, 2022 Miroslav sent an email to the strata council.

August 5th, 2022 Bethany volunteered to do a visual assessment with Scott to see how many bulbs were needed to order.

August 6th, 2022 Bethany emailed Scott to coordinate a time.

August 7th, 2022 Scott replied “whichever day works for you I will work around it just let me know when thanks”

August 7th, 2022 Bethany proposed Monday or Tuesday

August 8th, 2022 Bethany followed up

August 9th, 2022 Bethany followed up

August 9th, 2022 at 4:31pm Scott offered to meet this day at 8pm yet with short notice Bethany had meetings

August 9th, 2022 Scott offered Thursday at 8pm

August 11th, 2022 at 11:16am Scott confirmed Thursday at 8pm

August 11th, 2022 at 12:37pm Bethany confirmed Thursday at 8pm

August 11th, 2022 at 8:11pm Bethany followed up after waiting for Scott at the front gate

August 11th 2022 at 8:25pm Bethany followed up while waiting for Scott in the main foyer

August 11th, 2022 at 8:39pm Bethany followed up to let Scott know that she would be leaving as he was a no show for the agreed time

August 18th, 2022 confirmation with strata to order bulbs in bulk and continue to replace burnt out bulbs as necessary without the assistance of Scott as he was no longer communicating in this regard and termination of his contract was August 17, 2022

August 18th, 2022 bulbs ordered 2x10

August 23rd, 2022 pending delivery date via amazon of bulbs (Amazon was used for ordering as the price was favorable to other vendors)

Generally contractors present us with their rates and we see if it works within our budget, if it does not we may let them know and enter into negotiations but that is relatively rare as one of the 3 bids tends to work as we seek to establish our yearly budget in accordance with market value taking inflation into consideration. Our yearly budget is collected from strata fees paid monthly by each unit owner, if we are over budget we present the reason why at the AGM and vote to raise strata fees accordingly or take a Special Levy (one time extra fee). Frequency of pay of contractors is dependent on receipt of their invoices which is dependent on the contractor timing.

As the CEO of Scott Gilbert Co., Mr. Gilbert requested that cheques be made payable him personally and sent to his home/office address #303-380 Main St. Vancouver, BC. V6A 2T1 and when he lived in the building he asked them to be sent to his home/office and girlfriend's address 320-138 E Hastings St. Vancouver BCV6A 1N6. There is NO office at Strata plan EPS3084. There is a small comms room (standing room) in the parkade which has the intercom/fob system and the camera system.

Please note that Mr. Gilbert continues to bid for contracts with Strata plan EPS3084 even after the termination of his contract as Cleaner/Caretaker and Building Manager on August 17, 2022 and receiving the No Go order from the Vancouver Police Department.

Please see email from Mr. Gilbert dated December 17, 2022

Subject: Gate SGM:(but a viable alternative still exists!

I understand you all hate me but the fact remains that I did singlehandedly fix your gate for pennies compared to what you prepared to pay. I told you then and again before this SGM that your motions would not pass and the ONLY viable alternative was to fix the damn thing. I know know that gate inside and out and I know exactly why is failed most recently. My last fix job included an offer to maintain it for a year inclusive of parts and labour yet you dicked me around out of spite and now look where you are. You are required to fix things and yet haven't found a company willing to fix it but you have known all along that I can fix it and fix it good enough to be deemed safe any multiple independent inspections. Do you not see how badly this exposes all your bluster as bullshit?

Anyway, I genuinely am interested in proposing that I fix your gate again, and maintain it regularly for you. I still have a pile of supplies and tools I purchased for this gate and I know by looking at the photos that it failed because one of the guides was already bent from when it was hit by a car. We could replace the guides at a cost of a few thousand and the rest of it can be deconstructed as I had done before. The motor and frame and installation are all still good and those are the expensive parts. Even if you get a new gate or pay someone else a lot to fix this one it could be damaged again the next day so why take the chances. I rebuilt that sucker when it looked worse than it does now and I can do it again. My quote for all labour and all materials would be

\$9000 - less than any other company will quote you and enough for me to make a buck or two. I would require no payment towards labour until you again had multiple independent inspections that deem it safe, and would only require materials up to 5000 to be purchased by you and installed by me. The balance of 4000 for wages to be paid upon completion.

That's a great deal and a great offer and ur welcome to decline but as I've told you before you would be I'll advised not to because you know I can do it and you have to do something! The only difficult part for you is realizing how stupid you will look after all the shit you were bent on spewing about me but you know what, residents would see it as welcome to have that rough period behind us and the building looking good and functioning again. It might even get you reelected at the AGM.

Up to you.

Aug 11 2022

From: **Scott Gilbert** <scottlawrencegilbert@gmail.com>

Date: Thu, 11 Aug 2022 at 17:45

Subject: Re: Pest control EPS3084

To: Miroslav Babjarcik <Miroslav.Babjarcik@fsresidential.com>, <donovan.cmo@gmail.com>, <BethanyCBrown@gmail.com>

Attached are some pics to demonstrate the gaps are pipes that can be sealed for under \$30/unit, as well as an example of what I sometimes encounter behind the wall plates of units in this building. Cockroaches often breed behind the wall plates and use the holes for hiding and travel along the wires to get between units. Pics shown are current from unit 307 that I will be tackling this evening. Attached are a few screenshots showing how I continue to raise this issue but council just doesn't reply. Christina - this one unit is within the same range of your apt as the ones currently reporting are in range of 317. If unaddressed you may soon be on the list for treatment and at 5x the cost of a preventative measure I hope you will vote to have the pipe gaps sealed up quick.

Also included is an assessment of the market value of my work as a building manager in Vancouver who has been working for 5 years (from [payscale.com](https://www.payscale.com)). I challenge you to find anyone else in the building that can boast a score like mine - paid less than literally 100 percent of all building managers in the city, a direct result of my misclassification as a contractor and not an employee.

Being literally days away from my scheduled termination and without anything in writing suggesting this effort will be paused and good faith talks will begin to resolve things, I feel like going on strike may be appropriate at this time. The entrance would be the picket line and the homeless encampments my brothers who could cheer and rally to support me, alongside a handful of residents and owners who will be at the SGM. **This issue had already gotten out of hand but with a picket line of junkies that block access to your home and garbage piling up because the trucks can't access it for removal I assure you things can get a lot less pleasant around here in no time and if I am literally broke and homeless in a few weeks after my years of service to this building and investment of all my savings to solve the loading bay gate crisis then i can be fairly sure i will be in a place that f**

Evidence of Mr. Gilbert directing council as to what tasks to prioritize in the coming year, not the other way around (this email has been truncated due to length and topics previously covered in this document).

Subject: Re: EPS3084 - Current issues, items to address this year

On Jul 5, 2022, at 8:01 AM, Scott Gilbert <eps3084buildingmanager@gmail.com> wrote:

Hello council,

This email contains a lot but much of the second half is about items for the yearly agenda so not pressing at the moment. I have broken down what I want to say into 7 sections so you can read what you have time for or refer back to this at a later date if

needed. Please vote on the items that require it. I will try not to send anything more for a month if needed, but much of this needs to come out now.

1. My position on council and residency at Sequel
3. Alley intercom panel - requesting approval to install used panel for \$1400
6. Concerns about Miro, the need to replace FSR
7. Maintenance issues, projects, outline of agenda for the year

1. My position on council and residency at Sequel

I am hereby offering to resign my seat on council if there is consensus or a majority position among you all that this would be proper, or help you carry out your duties. There are many things I can contribute, but my job is what I value most and I trust that you are all level headed people that would do just fine on your own. I would not take it personally if you felt that resigning would be appropriate so I am offering this up and will do it upon request.

I will also be moving back into the building at the end of the month, and residing in apt 313. This will make me more available to you and residents and is something I look forward to.

3. Alley intercom panel - requesting approval to install used panel for \$1400

An alley intercom panel would be useful for several reasons. Guests not comfortable with the scene out front often prefer alley access but without a fob need to buzz in, which you currently cannot do from the alley. Deliveries require parking and small Amazon carriers cannot afford parking tickets so they park in the alley in the 3pm to 10am span when the no stopping bylaw is enforced on Hastings. Carriers for Amazon are often subcontractors with thin profit margins. They could walk around to the front of the building but are pressed for time and can technically say the item was delivered if they simply push parcels through the bars at back of breezeway, or even leave them in the alley near the back gate. These items are quickly stolen so an intercom is a good idea, and given the location I feel a used panel is more than sufficient to address the need.

I have read the install and setup manuals in detail and done enough preliminary testing on a used panel at home to believe I can install one that is fully functional and the same as the other two we have for a total of \$1400 compared to the quote voted on at the AGM of \$8000. In addition, I have learned how to update the firmware which I believe is the cause of our mic problems (something two previous companies have not figured out). Please vote on this, I will abstain.

6. Concerns about Miro, the need to replace FSR

Miro cancelled the SGM where FSR was going to be removed, and I believe he did this without a vote or direction from council. These issues ought to be concerning for council members and I don't see how we can continue to pay for a strata management service when the company is in clear violation of the Strata Property Act (production of records) and the strata manager intentionally withheld significant information from members at an AGM, and hid or omitted discussion of the costs... which suggests it either is not even in there when it should be, or he has hidden the costs by wrapping them into other items to obscure what he really plans to spend money on. I do not feel

my contract termination was justified and I believe the majority of owners would feel the same. Similarly I do feel these problems with Miro justify changing management companies and I believe the majority of owners would agree with me on this as well, if they were told what has happened recently. But they have not, and Miro would clearly prefer these matters not be open to debate among membership or within FSR.

7. Maintenance issues, projects, outline of agenda for the year

Garden bed repair and replacement - our garden beds are all rotted out and falling apart. Several have split already and by next season several of the beds will need to be restored or removed. Discussion of our options

Level patio tiles on 2nd floor - courtyard tiles are lifting and causing a trip hazard so need to be leveled. This is a task I could probably do just fine for 1/3 of the quote I saw (1800 quote, my estimate 600)

Paint handrails and stairs, staircase - our outdoor steel fixtures are all painted but after 7 years this paint has begun to deteriorate. A repainting of the outdoor staircase and yellow safety stripes on steps is overdue and should be considered. Happy to assist with this for 1/2 or less of typical quote from others

Washroom/sink for staff, trades, contractors, visitors - there is a chronic shortage of public washrooms for several blocks in any direction of our building and none on site for use by contractors, including myself at times. It is awful that when a team of plumbers is on site for 2 full days to hydro flush our drains, I need to rely on random generous residents who will allow us to use their toilet, and when that cannot be arranged to advise they can pick between trying to find a coffee shop that will allow use or they can go next to a dumpster in the alley. We need a toilet on site for staff and trades, or at minimum a portable toilet in our loading bay and hand washing/sanitizing station.

Payment systems for money in/out - the building manager needs more than just petty cash. There should be a prepaid credit card that can be used for building purchases so that there is no delay in recovering the funds and purchases can be closely tracked. Prepaid business visa with \$1500 limit is what I propose. Purchases reviewed periodically when the limit is reached.

Owners and tenants need an approved way to pay for fobs and move in fees using cash or email transfer, and trades need a faster way to get paid without having to wait for a check in the mail. A discussion of our needs with a bank like Vancity where our accounts are held would be a good starting point.

Emergency procedures - requesting a brainstorm session to generate guidelines for "what to do if _____" for building emergency situations like serious leaks late at night, entering units if landlord cannot be reached, violent confrontations between residents or with local populations, police assistance requests, etc.

Sealing gaps around pipes - large gaps exist in most units around the water lines and drain pipes that pass through walls under sinks and behind toilets. These gaps are an easy way for pests to travel from one unit to another. They are easy to seal using spray foam and I have been requesting that this be done for some time. At a cost of about \$30 per unit inclusive of material and labour we could seal up all these gaps and reduce pest control related costs and hassle for owners.

Video cameras - half our parkade, the stairwells, our elevator and the east end of our halls remain off camera. Council has wanted to add cameras in these areas for years but this requires a vote at an AGM or SGM because our bylaws specify where cameras will be so we need a bylaw amendment. Regrettably this item was not brought to the membership at the recent AGM but it should be at the next one, or at an SGM if one is called for other reasons like changing management companies.

Garbage room and loading bay floor restoration - the waterproof paint on the floor of garbage room and loading bay is peeling and cracked and needs to be restored. This is fairly inexpensive and the developer even suggested that I do it but so far it has been seen as low priority by previous council members. Eventually we need to do this.

Window washing south side - residents in south tower of Sequel have never had their windows washed despite paying strata fees the same as north tower due to the proximity to hydro lines. This could be done by rope access but we don't have roof anchors. Strata purchased a robot window cleaner but only one resident has used it. Many are uncomfortable with it and fear breaking it, but still want windows washed. I propose that strata should pay myself or someone else an affordable rate per window, or the equivalent of what is paid to wash the front windows, and I would go door to door in south tower and clean the windows for the owner using the robot cleaner which is in fact very effective.

Stairwell light fixtures - the exterior ceiling light fixtures in our outdoor stairwell are all brittle and rusted. I cannot open them to replace the bulbs and at least 3 have cracked and are hanging off. I tried to glue some back in place, others have tape. They need to be replaced or professionally repaired.

Resident input polls - I propose regular polling of residents and owners via FSR connect and Facebook page. This would be a useful tool to see in advance how votes are likely to go at an AGM, and see how members feel about large expenditures and policy matters. Some examples of questions might be on what the building policy should be when dealing with homeless people blocking the entrance, or if folks feel \$73,000 is an appropriate use of funds for a loading bay gate, to assess how popular our garden space is, or even to see how many people support the termination of my contract.

Policies - we should develop clear guidelines and policies on the following topics as there is often differences in how these matters are handled from year to year.

- Use of loading bay and parkade
- Times for work
- Fines and disputes
- Contacting strata
- Expenses
- Pest control
- Abuse of staff /contractors
- Facebook page posts
- Complaints about building management
- Term of council members
- Contractor selection and quote requests
- CCTV retention, use of footage
- Communication with tenants
- Noise and parties

2.2 Tools and Equipment

For Mr. Gilberts contracts as a Building Manager and Caretaker he provided his own equipment. When he bid for other contracts, the Loading Bay Gate he did not own the specialized equipment and billed council for this equipment as would be done with all gate repair specialists - Please see attached bids in the Loading Bay Gate Review document (APPENDIX 7 - Loading Bay Gate Review DOCUMENT). In terms of procuring the Graffiti Removal contract Mr. Gilbert billed for paint as would happen with any Graffiti removal service - this may be rolled into their contract price. For tools that stay at the building, i.e., a power washer Strata plan EPS3084 keeps them so that different contractors, strata council, or residents can complete tasks as needed (if one contractor is on vacation, if there is a sick day, if something occurs and strata council needs to wash down the breezeway) - please note that upon termination of his contract, Mr. Gilbert stole the power washer from Strata plan EPS3084 and we have now purchased another one (Video Evidence Available upon request). Mr. Gilbert also reports buying Blue Recycling bins for the building and taking them with him after his termination causing quite an issue as the building was without Blue Bins for a few days. Blue Bins are an odd purchase for a contractor to make (Video Evidence of Mr. Gilbert and his girlfriend taking his Blue Recycling Bins available upon request). Shovel purchase is for snow removal, another contract that can be bid on - Mr. Gilbert may have bid on and won that contract and billed for procurement of a shovel. This shovel is also useful for strata council and residents for quick clean up or use in the garden area. No worker is charged a fee for use of the equipment belonging to Strata plan EPS3084. Sequel purchased drying equipment, \$7000, as recommended by a plumbing company to dry units after flooding or water damage - Mr. Gilbert ordered the equipment and proceeded to steal it upon termination of his contract, we were lucky to have recently retrieved this equipment back from hidden storage areas within the community.

From: Scott Gilbert <eps3084buildingmanager@gmail.com>
Sent: Monday, August 8, 2022 9:29 PM
To: Miroslav Babjarcik <Miroslav.Babjarcik@fsresidential.com>
Subject: blue bins eps3084

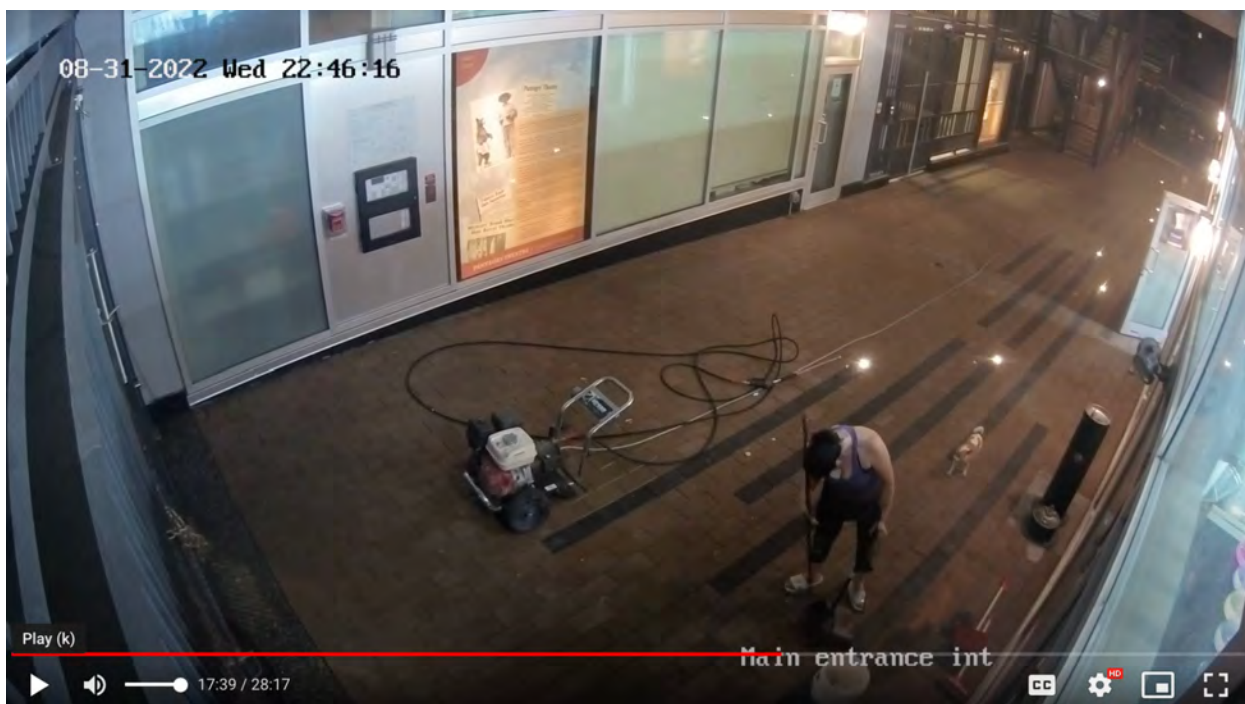
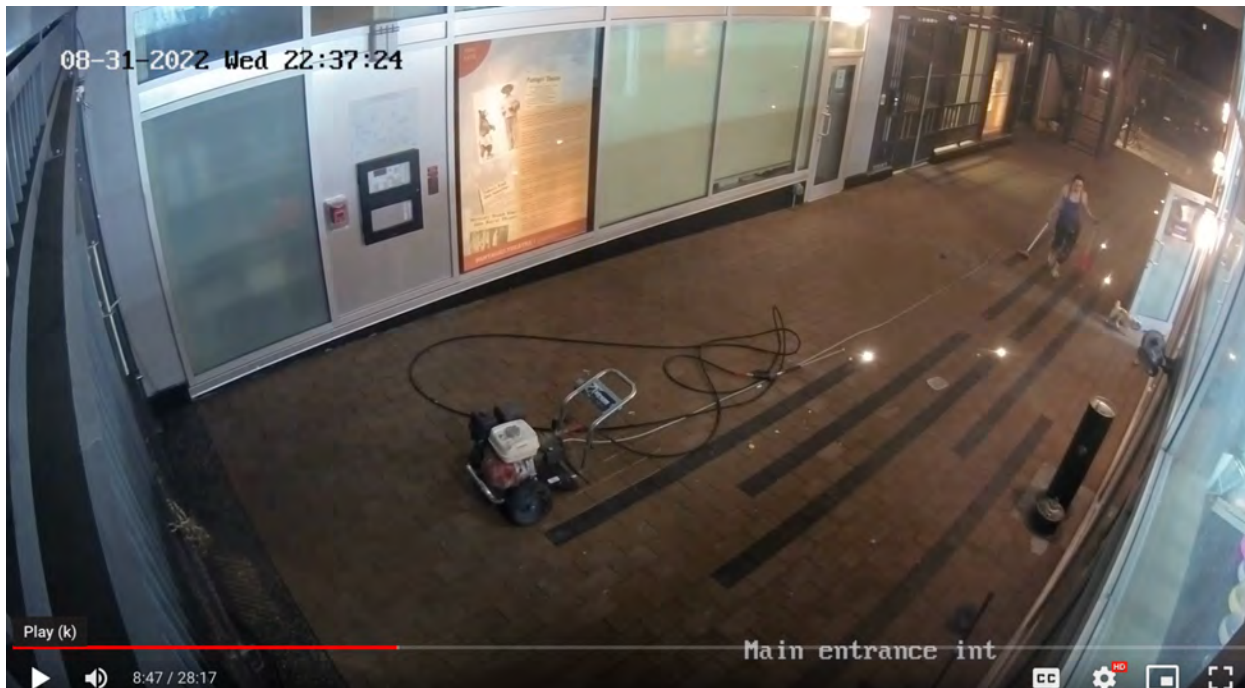
Please order 4 replacement blue bins as they were stolen last night. We have lost 1 - 5 bins per week for the past year or since whenever we were required to put them out front instead of being picked up from the back. As I understand it replacement bins cost \$100 - \$200 each and will take some time to be delivered. Please place an order TODAY to ensure we do not have recycling piling up or overfilling our dumpster. I have been picking up replacements on the block for \$10-\$20 each depending on what I can negotiate with whoever happens to be pushing one at the time but I no longer have any money because you don't pay my invoices so now you can handle these costs and get the bins brand new each week. To be safe please budget \$500/week but hopefully it will be less.



Please note that since Mr. Gilbert has no longer been a contractor with Strata plan EPS3084 NO recycling bins have gone missing in the past 6 months.

2.3 Subcontracting Work / Hiring Assistants

Mr. Gilbert hired people to assist with his Loading Bay Gate repair with no issue. For the young person Mr. Gilbert hired from Strata plan EPS3084 to assist him there were concerns about underage work, lack of Worksafe BC coverage, lack of liability insurance, and questionable permission for the young person's parents. Mr. Gilbert also hired someone to do work who proceeded to defecate in the breezeway of the breezeway of the building then break into the building (leaving the front door damaged and easily opened) and go to Mr. Gilbert's girlfriend's unit for an hour before leaving (video evidence available upon request) please see VPD file number VA22-142374. In these cases Strata Council had to review bylaws as these are infractions yet for other hires Mr. Gilbert was absolutely allowed to subcontract as desired. Mr. Gilbert's girlfriend owns a cleaning company and is seen here subcontracting for him at 10:27PM



Please see email from Mr. Gilbert about hiring subcontractors to complete work on the Loading Bay Gate

Thursday, July 28, 2022

Subject: Garbage pickup 138 E Hastings

Hi Emily,

As you know, our loading bay gate that had so many problems this year has been fixed for the past 2 months and your staff have been using without incident for some time. However the strata has not paid for the repair work they authorized and the contractors who worked on it have decided to render it inoperable until such time as the invoices are paid so as of Aug 1 other arrangements will need to be made because the dumpster will not be able to safely leave the building and I am asking you to make sure your staff DO NOT attempt to operate the gate.

In terms of handling money and FOBs as a Building Manager, these tasks require sensitivity and Mr. Gilbert can subcontract them yet they can pose a risk to safety if mis-managed. Please note that the current contracted company, Maxim, has multiple employees who complete this task and strata council assists to complete this task when needed.

The worker can absolutely hire an assistant without strata council's approval. As previously stated, our current contract with Maxim allows many different people to complete the contract as they see fit. It is only the tasks that need completing in a safe and accountable way.

Please see invoice where Mr. Gilbert is charging a fee for a "Truck Team" he hired as subcontractors for the work he did as a Building Manager to procure a fence for the building. Please note in this invoice Mr. Gilbert asks for all cheques to be made to Scott Gilbert. And please note in this invoice that Mr. Gilbert charges GST for services.

INVOICE

Scott Gilbert
 303-380 Main St
 Vancouver, BC V6A 2T1
 778-834-1635
 scottlawrencegilbert@gmail.com

Invoice No : 166
 Date : June 9, 2022
 Customer ID : gilb02

EPS3084
 Sequel 138
 c/o: FirstService Residential
 700 - 200 Granville Street
 Vancouver, BC V6C 1S4
 604-683-8900

		Due upon receipt	late fee after 30 days
Quantity	Description	Unit Price	Line Total
4	fence panels and feet - used	\$100.00	\$ 400.00
4	Truck team fee - insurance, gas, labour	\$40.00	\$ 160.00

Subtotal	\$	560.00
Sales Tax @ 5.00%	\$	28.00
TOTAL	\$	588.00

Make all checks payable to Scott Gilbert.

THANK YOU FOR YOUR BUSINESS!

2.4 Degree of Financial Risk

To procure the contract with Strata plan EPS3084, Mr. Gilbert ensured council and the strata management company that he was a company, Scott Gilbert Co., that he maintained Worksafe BC coverage, limited liability insurance, and WHMIS. His company has procured multiple contracts within Strata plan EPS3084 and other buildings in the area. He bid for and won contracts with Strata plan EPS3084 that he was not qualified

for therefore costing Sequel 10s or thousands of dollars (please see APPENDIX 7 - Loading Bay Gate Review). Mr. Gilbert continues to apply for contracts with Strata plan EPS3084 even after his Building Manager and Cleaning contracts were terminated. Please see email from Mr. Gilbert dated December 17, 2022

Subject: Gate SGM:(but a viable alternative still exists!

I understand you all hate me but the fact remains that I did singlehandedly fix your gate for pennies compared to what you prepared to pay. I told you then and again before this SGM that your motions would not pass and the ONLY viable alternative was to fix the damn thing. I know know that gate inside and out and I know exactly why is failed most recently. My last fix job included an offer to maintain it for a year inclusive of parts and labour yet you dicked me around out of spite and now look where you are. You are required to fix things and yet haven't found a company willing to fix it but you have known all along that I can fix it and fix it good enough to be deemed safe any multiple independent inspections. Do you not see how badly this exposes all your bluster as bullshit?

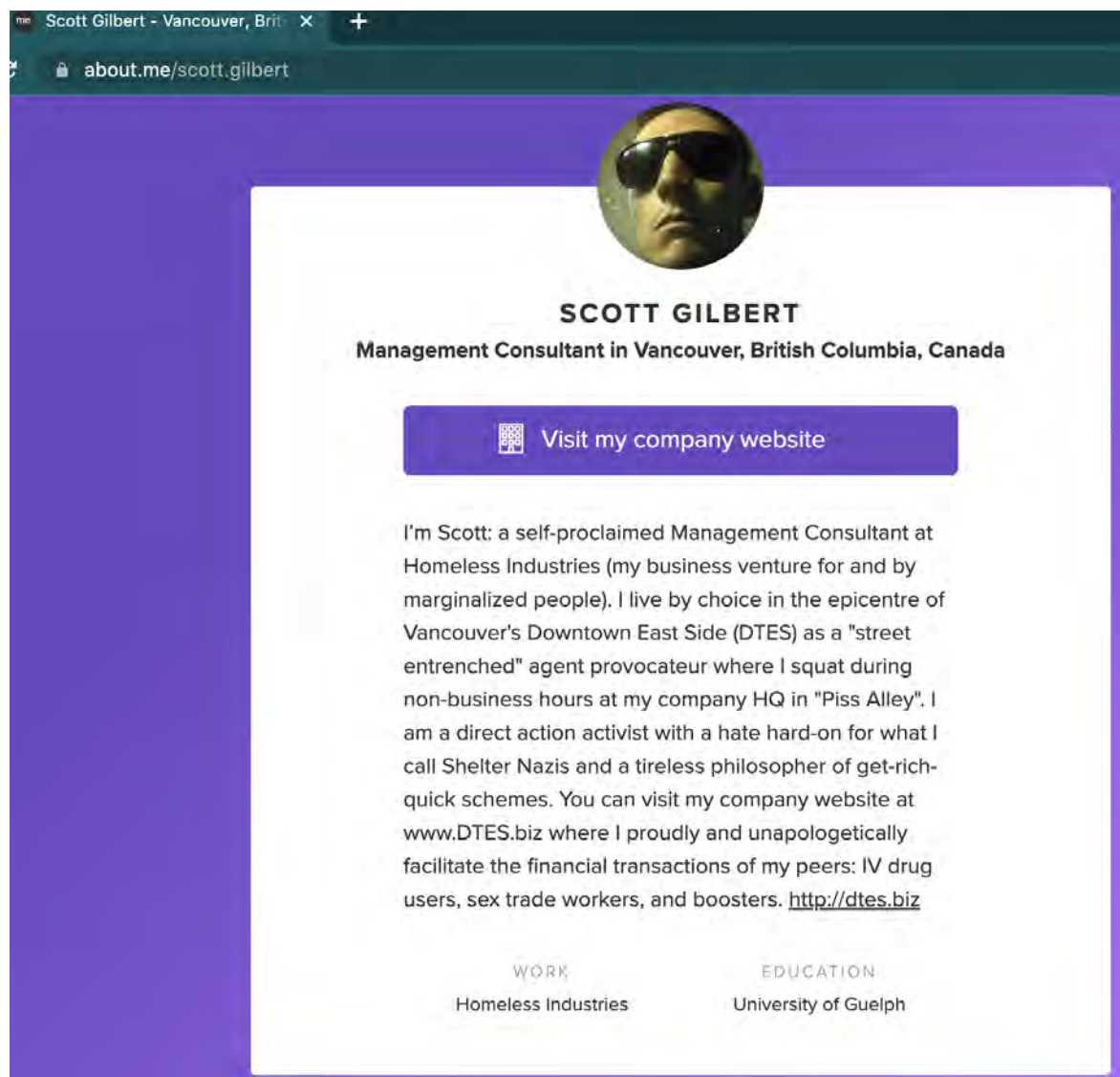
Anyway, I genuinely am interested in proposing that I fix your gate again, and maintain it regularly for you. I still have a pile of supplies and tools I purchased for this gate and I know by looking at the photos that it failed because one of the guides was already bent from when it was hit by a car. We could replace the guides at a cost of a few thousand and the rest of it can be deconstructed as I had done before. The motor and frame and installation are all still good and those are the expensive parts. Even if you get a new gate or pay someone else a lot to fix this one it could be damaged again the next day so why take the chances. I rebuilt that sucker when it looked worse than it does now and I can do it again. My quote for all labour and all materials would be

\$9000 - less than any other company will quote you and enough for me to make a buck or two. I would require no payment towards labour until you again had multiple independent inspections that deem it safe, and would only require materials up to 5000 to be purchased by you and installed by me. The balance of 4000 for wages to be paid upon completion.

That's a great deal and a great offer and ur welcome to decline but as I've told you before you would be I'll advised not to because you know I can do it and you have to do something! The only difficult part for you is realizing how stupid you will look after all the shit you were bent on spewing about me but you know what, residents would see it as welcome to have that rough period behind us and the building looking good and functioning again. It might even get you reelected at the AGM.

Up to you.

Mr. Gilbert uses social media prolifically to advertise his services and you can find him at <https://about.me/scott.gilbert> and www.dtes.biz



Mr. Gilbert would also use his role and email at Strata plan EPS3084 to communicate with subcontractors and bid for work that way.

2.5 Degree of Responsibility for Investment and Management

The worker maintains an office separate from Strata plan EPS3084 where he produces his invoices and requests payments be made #303-380 Main St., Vancouver, BC V6A 2T1. For some time Mr. Gilbert rented a unit on a long term lease within Strata plan EPS3084 in unit #320-138 E Hastings V6A 1N6.

It is a requirement that all contractors working for Strata plan EPS3084 have Worksafe BC coverage. At a certain juncture, Mr. Gilbert may have claimed he was broke and had let his Worksafe BC lapse, at this time strata council may have found it in the budget to potentially pay for half of his Worksafe BC coverage but Sequel is not a business so it would be under Scott

Gilbert's name as an employee of Scott Gilbert Co. I do not believe this took place and am requesting evidence of where and when this happened - although Mr. Gilbert communicated it as a potential - I would like to request proof of payment by Strata plan EPS3084 in this regard. Because Mr. Gilbert is the CEO of Scott Gilbert Co. he requested cheques be made in his name. If it is not a registered business and he does not pay taxes accordingly, that is not something the strata council was aware of or can manage on Mr. Gilbert's behalf. Please see emails above in this document as to how Mr. Gilbert advertises his services repeatedly to Strata plan EPS3084 and the different buildings he has contracts with. Below is Mr. Gilbert sending an email on August 11, 2022 advertising his Pest Control Services (a separate contract in our building)

Subject: Pest control EPS3084

Attached are some pics to demonstrate the gaps are pipes that can be sealed for under \$30/unit, as well as an example of what I sometimes encounter behind the wall plates of units in this building. Cockroaches often breed behind the wall plates and use the holes for hiding and travel along the wires to get between units. Pics shown are current from unit 307 that I will be tackling this evening. Attached are a few screenshots showing how I continue to raise this issue but council just doesn't reply. Christina - this one unit is within the same range of your apt as the ones currently reporting are in range of 317. If unaddressed you may soon be on the list for treatment and at 5x the cost of a preventative measure I hope you will vote to have the pipe gaps sealed up quick.

Also included is an assessment of the market value of my work as a building manager in Vancouver who has been working for 5 years (from [payscale.com](https://www.payscale.com)). I challenge you to find anyone else in the building that can boast a score like mine - paid less than literally 100 percent of all building managers in the city, a direct result of my misclassification as a contractor and not an employee.

Being literally days away from my scheduled termination and without anything in writing suggesting this effort will be paused and good faith talks will begin to resolve things, I feel like going on strike may be appropriate at this time. The entrance would be the picket line and the homeless encampments my brothers who could cheer and rally to support me, alongside a handful of residents and owners who will be at the SGM. This issue had already gotten out of hand but with a picket line of junkies that block access to your home and garbage piling up because the trucks can't access it for removal I assure you things can get a lot less pleasant around here in no time and if I am literally broke and homeless in a few weeks after my years of service to this building and investment of all my savings to solve the loading bay gate crisis then I can be fairly sure I will be in a place that f

Indeed Mr. Gilbert had a picket line of folks experiencing homelessness who held signs saying Strata are Goofs, and blocking people from entering while participating in open drug use which is outlined in the Background section of this document.

2.6 Worker's Opportunity for Profit

As previously indicated, Mr. Gilbert is consistently bidding for other contracts at Strata plan EPS3084 and other buildings. Because he won the bid for the Building Manager and Cleaning contract, a contract that has the potential for renewal year over year if no issues arise there was Building Management and Cleaning/Caretaking work available for a contractor. As evidenced by Mr. Gilbert's previous emails, he states the cost he is willing to complete a contract for, Strata Council reviews the line item in the yearly

budget to ensure it is feasible and evaluates Mr. Gilbert's bid against at least 2 other bids and proceeds.

In determining Mr. Gilbert's original contract with Strata plan EPS3084 Strata Council would review the line item and indicate the max budgeted amount or the amount that EcoSan had negotiated. If that number is to change it would take an AGM or SGM to gain approval for substantially more funds - Mr. Gilbert could set a fee or cost but strata council is bound by budgetary constraints and required to be fair to contractors and be open tender, reviewing multiple bids. Note that Mr. Gilbert wanted a raise from EcoSan and when they wouldn't provide him one he bid with Strata plan EPS3084 for the EcoSan contract as an independent contractor through Scott Gilbert Co. as that would be the 'raise' he was looking for. As Scott Gilbert Co. it is his responsibility as an employer to provide CPP to the employee, Scott Gilbert and to insure he has adequate Worksafe BC coverage. The strata council budget availability would remain the same for that year if no further funding was made available through raising strata fees that previous year for the associated line item.

Mr. Gilbert must bid for contracts outside of his scope, council is required to see 2+ bids and award the contract based on availability within the operating budget, and best suitable skills of independent contractors or companies.

Because the Building Manager Contract and Cleaning contracts are based on duties that need to be completed, Mr. Gilbert could complete these tasks in as much or as little time as he wanted - which remains the same with the current contract for Maxim. Issues arise when the tasks are not being completed, not how the tasks are completed or by whom.

The Province of BC requires all independent contractors to have Worksafe BC coverage. Strata plan EPS3084 follows provincial bylaw, city bylaw, and building bylaw. The members of strata council are owners in the building and lovely people who established relationships with Mr. Gilbert until his behaviour escalated in unsafe ways, I would not be surprised if one council member communicated a willingness to assist Mr. Gilbert to pay for his Worksafe BC (as it is a requirement of the province of BC and Strata plan EPS3084) or Building Manager course because he often expressed financial struggles or being "broke"- I will request proof that the strata council DID indeed pay 50% of Mr. Gilbert's Worksafe BC Coverage and all or a portion of the Building Manager course as that has not been noted in the yearly budget, at the AGM, at an SGM, or in any line item or minutes.

2.7 Other Relevant Factors

During the SGM that Mr. Gilbert held on August 26th, 2022 he had a section that addressed his contract and him wanting it to be considered an employee position with eligibility for EI. This required a majority vote by owners for approval (50%+1) and it was resolved that from this date into the future, contractors could negotiate to be an employee as opposed to an independent contractor. Mr. Gilbert's termination was August 17, 2022 and his contract was NOT reinstated at this meeting or afterwards.

Owners may have been open to negotiating the Building Manager contract as an employee because

A - they feel that having benefits are beneficial and may not have realized this would raise their strata fees and make them beholden to an employee after their working relationship with Strata plan EPS3084 was terminated

B - Mr. Gilbert held a bulk of proxy votes wherein he voted unequivocally in his favour.

C - Because Mr. Gilbert set the agenda for the SGM there was no space for strata council to discuss the ramifications of a contractor being seen as an employee and the need for volunteer Strata Council to then act as managers of the Building Manager providing training, guidance, timesheets, etc., which is beyond the capacity of Strata Council at this time.

D - during the SGM Mr. Gilbert presented information stating that most building managers receive benefits yet he does not. This is true as most Building Managers are hired as employees through companies like EcoSan (Scott's previous employer), Maxim our current contractor, or Scott Gilbert Co. - Mr. Gilbert's current employer. It is the responsibility of these employers to provide benefits to their employees. Mr. Gilbert presented the information as though most strata councils provide building managers with employee relationships and provide EI and CPP benefits.

Below is the resolution from the SGM held on August 26, 2022 that states that the majority of owners would be open to negotiating the Building Manager contract as an employee position. Please note that Mr. Gilbert's contract was terminated June 14th, 2022 with a 60 day notice prior and the end date of his contract was August 17, 2022 (please see APPENDIX 2 - Letter of termination). At the SGM held on August 26th, 2022 (please see APPENDIX 4 - SGM minutes August 26, 2022) his contract was NOT reinstated and on September 15th, 2022 a new contract was signed with Maxim where they stated it is an independent contractor position.

MAJORITY VOTE RESOLUTION "1"

APPROVAL OF OWNERS TO TERMINATE BUILDING MANAGER

WHEREAS the Strata Council of EPS3084 recently voted to terminate the current Building Manager contract and replace it with one that cost more and included less available service hours without disclosing this fact at the AGM or distributing any minutes that described this, as required by the Strata Property Act.

AND WHEREAS the Building Manager position at Sequel was created five years ago to ease the workload of the Strata Manager and provide services to Owners outside of the 8:00 am – 4:00 pm weekdays only restriction of the Strata Management company. Most apartment buildings and Strata properties to

consider their Building Manager an employee and provide typical benefits like sick days, paid vacation, medical/dental coverage, time off, overtime pay, and EI [As the workers work for corporations like Scott Gilbert Co. that Strata Plan EPS3084 contracts to complete these tasks]. At Sequel this position is considered an independent contractor so no benefits are afforded and the position comes with no job safety net in the event of termination, like eligibility for EI. And;

AND WHEREAS the threshold to remove a Strata Management company is a 3/4 Vote by eligible voters at an AGM or SGM, and to remove a Council member is a 2/3 Vote also at an AGM or SGM. By contrast the Building Manager contract can be terminated by only 2 votes at a Council meeting.

AND WHEREAS Owners must approve significant changes in service related to the building.

BE IT RESOLVED that with respect to the Building Manager position: a proposed change in service providers, or significant increase in price / reduction of service, must first be approved by a Majority Vote (50%+1) at a general meeting of the Owners.

BE IT RESOLVED that the building manager position be considered one of an employee and not a contractor, and that the position be severed from the duties of a building cleaner so the roles are distinct and termination of one role does not mean termination of the other.

END OF RESOLUTION

After some discussions, the vote was called on Majority Resolution "1". The results were as follows: 42.8 IN FAVOUR 27 OPPOSED 1 ABSTAINED **CARRIED**

APPENDIX

APPENDIX 1 - Resident Caretaker & Building Manager Contract

THIS AGREEMENT MADE ON THE 24th day of March, 2020.

BETWEEN: **OWNERS STRATA PLAN EPS3084** c/o FIRSTSERVICE RESIDENTIAL BC LTD.
200 Granville Street, Suite 700, Vancouver, BC V6C 1S4

(hereinafter called the "**Employer**")

AND: **Scott Gilbert Co** 320-138 E Hastings St, Vancouver, BC V6A 1N6

(hereinafter called the "**Caretaker**" or the "**Building Manager**")

IN CONSIDERATION of the mutual covenants herein contained, the parties agree as follows:

I.

The Employer hereby employs the Caretaker effective March 1, 2020 to perform the listing of duties herein contained (Item II), at the property more particularly described as:

Strata plan EPS3084 - STRATA PLAN EPS3084

II.

We further confirm that, without limiting the generality of the foregoing, your Caretaker duties and responsibilities are as set out in Schedule A of this contract, and Building Manager duties are as set out in Schedule B of this contract.

III.

It is agreed that compensation for the duties contained in Item II, the Caretaker will be paid the amount of \$2700 per month for Caretaker duties. The amount for Building Manager duties will be \$1050 per month. Contract amount may increase 3 percent per year.

IV.

It is a requirement of this contract that the Caretaker must be WHMIS trained, and the business must maintain WorkSafeBC coverage and general liability insurance at all times. Documentation that premiums are being paid to be provided to Strata Manager.

V.

Hours:

1.

The regular hours of work for the Caretaker shall be 8:00 a.m. to 12:00 noon, Monday through Sunday; or 4 hours between 8:00 am and 5:00 pm if Building Manager duties are required during regular Caretaker hours.

2.

Building Manager duties will be performed on an as-needed, on-call basis from 8:00 a.m. To 10:00 p.m. Monday through Sunday. Two hours per day average.

3.

During any vacation or other time the Caretaker takes time off, a suitable replacement staff member will be provided by Scott Gilbert Co. to perform basic cleaning duties.

The following is the contracted duties of the Building Manger

Schedule B – Building Manager Duties Duties and Responsibilities:

MAINTAIN EFFICIENT OPERATION OF THE BUILDING BY:

- Implementing decisions of council as expressed in meeting minutes.
- Inspecting all common areas daily, taking required action and maintaining accurate records.
- Responding to emergency situations and liaising with first responders as appropriate.
- Controlling and documenting petty cash used for authorized expenses.
- Developing and updating procedures for response to major emergencies, including main gas shut off, standpipe water shut off, and electrical shut off.
- Maintaining a current list of all equipment owned by the strata plan
- Using onsite equipment such as, but not limited to, the power washer, to maintain the building.

- Other tasks as needed, or as directed by Strata Council.

MAINTAIN REGULAR COMMUNICATION WITH THE STRATA MANAGER AND COUNCIL, INCLUDING:

- Reporting all problems/issues promptly, especially those involving an insurance or injury claim.
- Maintaining a detailed weekly log of all activities in the building
- Attending bi-monthly Council meetings and providing a building manager report summarizing issues, activities, and action items from the previous two months.
- Referring inquiries from media and other third parties to the Strata Manager or Strata President.

MONITOR THE WORK OF TRADESPEOPLE HIRED BY STRATA TO PERFORM WORK OR EMERGENCY REPAIRS IN THE BUILDING, INCLUDING:

- Logging all time spent by trades in the building and obtaining a report from each.
- Verifying credentials and arranging access to maintain building security

MAINTAINS CORDIAL, PROFESSIONAL, AND BUSINESSLIKE RELATION WITH OWNERS AND TENANTS BY:

- Maintaining confidentiality and discretion at all times.
- Communicating and enforcing by-laws appropriately.
- Distributing minutes and notices as required.
- Ensuring storage rooms, mechanical rooms, parkade, bicycle rooms, hallways and all other common areas are kept free of inappropriate items.
- Scheduling move-ins and move-outs in accordance with established procedures.
- Scheduling use of BBQ and courtyard area for gatherings.

MAINTAINS BUILDING SECURITY BY:

- Informing residents of bylaws and rules when necessary and reporting bylaw infractions relating to safety and security to the Strata Manager.
 - Ensuring that all access devices are properly logged and secured.
 - Maintaining a current list of parking spots, storage lockers and FOBs of owners/tenants.
 - Immediately cancelling FOBS, keys, and any other access to building at the request of strata council / management.
 - Review CCTV footage as needed after incidents (up to 1 hour).
 - Coordinate with law enforcement for access to building and security footage, as required.
- By mutual agreement, the above Building Manager duties can be amended.

APPENDIX 2 - Letter of Termination

APPENDIX 3 - Legal Opinion of Termination and Contractor Status

APPENDIX 4 - SGM minutes August 26th, 2022

APPENDIX 5 - Unsafe Gate Assessment

APPENDIX 6 - Mr. Gilbert's note regarding Dismantling the Loading Bay Gate



APPENDIX 7 - Loading Bay Gate Review Document



June 13, 2022

VIA REGULAR MAIL AND EMAIL

Scott Gilbert
303-380 Main St
Vancouver, BC V6A 2T1

**Re: Strata Plan EPS 3084-Sequel 138
138 East Hastings Street, Vancouver, BC
Termination of Services**

As Agent for the Owners of EPS 3084-Sequel 138, we are writing on behalf of and at the direction of the Strata Council.

This letter is to inform you that Strata Council has decided to terminate your services on June 13, 2022. You are being provided with sixty (60) days notice. Your contract will be terminated on August 17, 2021.

Upon return of all keys and fobs/remotes in your possession by the end of August 17, 2022 or earlier if possible, any outstanding invoices will be paid.

The Strata Council thanks you for your service over the years.

Yours truly,

FirstService Residential BC Ltd.

A handwritten signature in black ink, appearing to read "MB/sl", written over a faint circular stamp.

Miroslav Babjarcik
Strata Manager
Per the Owners
Strata Plan EPS 3084

MB/sl

Enclosure

Resident Caretaker & Building Manager Contract

THIS AGREEMENT MADE ON THE 24th day of March, 2020.

BETWEEN: **OWNERS STRATA PLAN EPS3084**
c/o FIRSTSERVICE RESIDENTIAL BC LTD.
200 Granville Street, Suite 700
Vancouver, BC
V6C 1S4
(hereinafter called the "**Employer**")

AND: **Scott Gilbert Co**
320-138 E Hastings St
Vancouver, BC
V6A 1N6
(hereinafter called the "**Caretaker**" or the "**Building Manager**")

IN CONSIDERATION of the mutual covenants herein contained, the parties agree as follows:

- I. The Employer hereby employs the Caretaker effective March 1, 2020 to perform the listing of duties herein contained (Item II), at the property more particularly described as:
Sequel 138 - STRATA PLAN EPS3084
- II. We further confirm that, without limiting the generality of the foregoing, your Caretaker duties and responsibilities are as set out in Schedule A of this contract, and Building Manager duties are as set out in Schedule B of this contract.
- III. It is agreed that compensation for the duties contained in Item II, the Caretaker will be paid the amount of \$2700 per month for Caretaker duties. The amount for Building Manager duties will be \$1050 per month. Contract amount may increase 3 percent per year.
- IV. It is a requirement of this contract that the Caretaker must be WHMIS trained, and the business must maintain WorkSafeBC coverage and general liability insurance at all times. Documentation that premiums are being paid to be provided to Strata Manager.
- V. Hours:
 1. The regular hours of work for the Caretaker shall be 8:00 a.m. to 12:00 noon, Monday through Sunday; or 4 hours between 8:00 am and 5:00 pm if Building Manager duties are required during regular Caretaker hours.
 2. Building Manager duties will be performed on an as-needed, on-call basis from 8:00 a.m. To 10:00 p.m. Monday through Sunday. Two hours per day average.
 3. During any vacation or other time the Caretaker takes time off, a suitable replacement staff member will be provided by Scott Gilbert Co. to perform basic cleaning duties.

I/WE, DO HEREBY AGREE TO THE TERMS AND CONDITIONS THIS 24TH DAY OF MARCH, 2020, AND ACKNOWLEDGE THAT WHILE FIRSTSERVICE RESIDENTIAL BC LTD. ADMINISTER PAYMENT, STRATA PLAN EPS3084 IS THE EMPLOYER.

FirstService Residential BC Ltd. dba FirstService Residential
As Agent for the Owners

Property Manager



Scott Gilbert

Witness

Date

03/24/2020

Date

Strata Council Member



Strata Council Member

(Daniel Letient)

Witness

Date

03/24/2020

Witness

Date

03/24/2020

Schedule A – Caretaker Duties

Duties and Responsibilities:

A. DUTIES TO BE PERFORMED DAILY AND AS OFTEN AS OTHERWISE REQUIRED:

1. Sweeping, mopping and hosing down the full length of pavement on the Hastings side of the building, and 3 feet from the building on alley side.
2. Graffiti removal from façade glass, walls.
3. Cleaning of lobby glass, intercom and post boxes.
4. Checking for, and replacing where necessary, defective lighting through both interior and exterior of the building.
5. Clean up debris on building property.
6. Perform a walk-through of fire exit stairwells and other remote halls to check for signs of vagrants or unauthorized access.
7. Sweep and hose out garbage areas and loading bay.
8. Clean elevators; including polishing surfaces if required.

B. DUTIES TO BE PERFORMED WEEKLY AND AS OFTEN AS OTHERWISE REQUIRED:

1. Sweeping of parkade and all storage and service rooms.
2. Sweep and mop all common area flooring in halls.
3. Wipe down handrails and windowsills.
4. Removal of spider webs from around exterior lights.
5. Alternate weekly: exterior window washing, doorway power washing.

C. DUTIES TO BE PERFORMED ONCE EVERY MONTH AND AS OFTEN AS OTHERWISE REQUIRED:

1. Monitor servicing of sump pumps; circulating pumps; security gate; etc., as per schedule.
2. Clean common area light fixtures.
3. Travel to Home Depot or gas station as needed to pick up supplies

D. GENERAL DUTIES:

1. The Caretaker will be responsible for day to day maintenance of the property and keep the Management Company informed of any emergencies or problems.
2. Monitor changing of air intake filters once every three months.
3. Keep sidewalks and recreation areas clear of all snow and ice.

E. SPECIAL DUTIES:

1. Provide emergency assistance to owners respecting household or medical matters.
2. Maintain high level of security throughout the property via patrolling and visitors checks.
3. If necessitated by weather, place approved type of salt or chemicals on the sidewalks; maintain cleared sidewalks and garage entrances at all times.
4. Introduce yourself to all new residents and assist them with any move-in requirements.
5. Light gardening duties including watering of shrubs, plants, flowers and grass as required.

F. ADMINISTRATIVE DUTIES:

1. Maintain and report on petty cash float.
2. Report and respond to owners' requests, complaints, and comments promptly.
3. Effect rules and bylaws in manner prescribed.
4. Cooperate positively with service and tradesmen for property services.
5. Report all matters of concern and problems to the Property Manager.
6. Advise Employer about potential or existing issues requiring immediate attention.
7. Update/change names on enterphone panels.
8. Maintain inventory of all strata corporation equipment, tools, supplies and the location of same.
9. Monitor that the contractors attend to their work as required and clean up adequately. Report any problems to the Property Manager.
10. Coordinate moves and put up elevator pads as needed.
11. Coordinate towing of any unauthorized vehicles on common property.

By mutual agreement, the above Caretaker duties can be amended.

Schedule B – Building Manager Duties

Duties and Responsibilities:

A. MAINTAIN EFFICIENT OPERATION OF THE BUILDING BY:

- Implementing decisions of council as expressed in meeting minutes.
- Inspecting all common areas daily, taking required action and maintaining accurate records.
- Responding to emergency situations and liaising with first responders as appropriate.
- Controlling and documenting petty cash used for authorized expenses.
- Developing and updating procedures for response to major emergencies, including main gas shut off, standpipe water shut off, and electrical shut off.
- Maintaining a current list of all equipment owned by the strata corporation.
- Using onsite equipment such as, but not limited to, the power washer, to maintain the building.
- Other tasks as needed, or as directed by Strata Council.

B. MAINTAIN REGULAR COMMUNICATION WITH THE STRATA MANAGER AND COUNCIL, INCLUDING:

- Reporting all problems/issues promptly, especially those involving an insurance or injury claim.
- Maintaining a detailed weekly log of all activities in the building
- Attending bi-monthly Council meetings and providing a building manager report summarizing issues, activities, and action items from the previous two months.
- Referring inquiries from media and other third parties to the Strata Manager or Strata President.

C. MONITOR THE WORK OF TRADESPEOPLE HIRED BY STRATA TO PERFORM WORK OR EMERGENCY REPAIRS IN THE BUILDING, INCLUDING:

- Logging all time spent by trades in the building and obtaining a report from each.
- Verifying credentials and arranging access to maintain building security.

D. MAINTAINS CORDIAL, PROFESSIONAL, AND BUSINESSLIKE RELATION WITH OWNERS AND TENANTS BY:

- Maintaining confidentiality and discretion at all times.
- Communicating and enforcing by-laws appropriately.
- Distributing minutes and notices as required.
- Ensuring storage rooms, mechanical rooms, parkade, bicycle rooms, hallways and all other common areas are kept free of inappropriate items.
- Scheduling move-ins and move-outs in accordance with established procedures.
- Scheduling use of BBQ and courtyard area for gatherings.

E. MAINTAINS BUILDING SECURITY BY:

- Informing residents of bylaws and rules when necessary and reporting bylaw infractions relating to safety and security to the Strata Manager.
- Ensuring that all access devices are properly logged and secured.
- Maintaining a current list of parking spots, storage lockers and FOBs of owners/tenants.
- Immediately cancelling FOBS, keys, and any other access to building at the request of strata council / management.
- Review CCTV footage as needed after incidents (up to 1 hour).
- Coordinate with law enforcement for access to building and security footage, as required.

By mutual agreement, the above Building Manager duties can be amended.

Memorandum

To Strata Plan EPS 3084
From Clark Wilson LLP
Date August 25, 2022
Re **Issue of independent contractor vs employee re: caretaker**

Circumstances and Issue

You have recently terminated your contract for services with your caretaker and you have asked for our opinion on whether the caretaker is likely to be considered an independent contractor or an employee.

You have sent several documents for review and these have been reviewed and considered. These documents were:

- Resident Caretaker & Building Manager Contract dated March 24, 2020
- Termination letter to Scott Gilbert dated June 13, 2022
- Email from Scott Gilbert to Strata Council on August 9, 2022
- Email from Scott Gilbert to Strata Council on August 10, 2022
- Strata Plan EPS 3084 Bylaws
- Strata Plan EPS 3084 Rules
- Strata Council Meeting Minutes July 26
- Invoices from Scott Gilbert to Strata Plan EPS 3084 dated June 9, 2022, July 12, 2022, and August 8, 2022

Response

Overview

Workers may be categorized on a spectrum with employee at one end and independent contractor at the other. Whether a worker is properly categorized as an independent contractor or employee (or something in between) depends on the particular circumstances of the worker and not the form of agreement in place between the parties. That is to say, the type of contract in place is not determinative and a court or government body reviewing the circumstances will make their own determination by looking at several factors.

The factors considered when making a determination include:

- the understanding of the parties (how each had been treating the relationship)
- ownership of the tools/equipment for doing the work
- chance of profit or risk of loss (whether the worker has an ability to profit if work is completed quickly or if they may risk loss if a task takes longer than expected), including whether the worker is paid a flat fee or an hourly rate or if the worker has to work a certain number of hours
- who controls the manner and location of the work being done (this can include whether the worker has a set schedule or not)
- the ability of the worker to hire other workers to do the work (to be paid directly by the worker)
- if the worker does work for other companies or entities as well, including whether the worker is engaged full-time with the organization
- the degree of integration of what the worker does to the business or entity (are they providing a core function to the entity's purpose)

Reviews of a worker's status may arise from the Canada Revenue Agency (CRA), WorkSafe BC, the Employment Standards Branch or the courts. Reviews can occur by way of an audit or if the worker makes a claim. Each government entity or the courts will have various factors that may be considered or focused on and the determinations of one body or court are not binding on another. For example, there may be reviews of classification from CRA and WorkSafe BC and each may come to different conclusions on whether a particular worker is an employee or a contractor.

As mentioned, there is a spectrum of engagement and a worker may be found to be a dependent contractor. Most often when this is found to be the case, the worker has many indicators of being a contractor, but has been engaged solely with one company for several years. The dependent contractor classification tends to have more implications for possible review by a court, whereas other bodies reviewing the circumstances may not recognize the nuance and instead stick to a determination of only contractor or employee, with a dependent contractor more likely to be treated as a contractor.

Particular Circumstances

Based on the documents provided, there are many points that indicate that the caretaker is properly a contractor. These include:

1. the caretaker submitting invoices for payment each month
2. the caretaker being responsible for his own workers compensation and insurance coverage
3. the expectation that the caretaker would arrange for coverage during any periods of absence with such coverage to be paid by the caretaker
4. the work the caretaker does is not a core function of the Strata

Points 1-3 above indicate that the caretaker had been treating this as a contractor relationship and point 3 further indicates that the caretaker was free to hire his own workers to complete the work. Further to

point 4, the function the caretaker performs is needed for the Strata, but the Strata is not a business and these tasks are not integral to its purpose.

However, based on the schedule of hours, the caretaker was providing full-time services to the Strata and has been doing so for several years. It is most likely that the caretaker would be considered a dependent contractor, closer to the independent contractor end of the spectrum. This means that the caretaker is more likely to be treated as a contractor for CRA and WorkSafe BC purposes.

I note that I am not aware of whether the caretaker provides his own tools and equipment as this may better indicate the classification. I am also not aware of whether the caretaker provides services to anyone else.

I further note that there are a couple of points which indicate that the caretaker may properly be considered an employee, such as the flat rate but set number of hours and schedule for the work. There always remains a risk that the caretaker could be found to be an employee if the classification was challenged and subject to scrutiny.

It is not possible to determine with certainty how the caretaker may be classified as such determinations depend on the body or court reviewing the matter as well as the individual or panel making the determination and their own views. But based on the information provided and the applicable factors, it seems most likely the caretaker is a dependent contractor.

**MINUTES
SPECIAL GENERAL MEETING
THE OWNERS, STRATA PLAN EPS 3084**

*Held on Friday, August 26, 2022 at 7:00 p.m.
Meeting was held electronically*

Following registration that began at 7:00 p.m., the meeting was called to order at 8:16 p.m. by Allyson Baker from Clark Wilson LLP, the strata corporation's legal counsel who acted as the Chair of the meeting upon majority approval from owners.

FirstService Residential BC Ltd. was represented by Michael Chung, Regional Director, Strata Operations, and Juliana Oliveira, who acted as the moderator in the meeting.

QUORUM STATUS

Subject to the Bylaws, a quorum for a general meeting is eligible voters holding 1/3 of the Strata Corporation's votes, present in person or by proxy. As the Strata Corporation currently consists of 127.1 eligible votes, 42.4 eligible votes represent quorum in this instance. At the commencement of the meeting, there were 67 eligible residential votes and 11.4 eligible commercial votes, for a total of 78.4 votes represented. The Quorum requirements had been achieved and the meeting proceeded at 8:16 p.m.

APPROVAL OF CHAIR

Jayun McDowell, the strata council president stated that given the nature of the issue that has been raised, council is proposing that Allyson Baker chairs the meeting. This requires a majority vote. After a brief introduction from Allyson Baker, a vote was launched to permit Allyson Baker to chair the meeting. 63.8 voted in favour. **CARRIED.**

APPROVAL OF ELECTRONIC GENERAL MEETING RULES OF PROCEDURES

42.8 voted in favour, and 1 abstained. **CARRIED.**

PROOF OF NOTICE

It was noted that the Notice Meeting was issued on August 9, 2022.

APPROVAL OF AGENDA

Approval of the Agenda of the August 26, 2022 Special General Meeting. **CARRIED.**

APPROVAL OF ANNUAL GENERAL MEETING MINUTES

Approval of the Annual General Meeting minutes held on June 13, 2022, as previously circulated. **CARRIED.**

Allyson Baker explained that the agenda of this meeting is drafted based on the Petition matters for discussion and resolution votes, as follows:

1. Termination of the Building Manager contract and possible reinstatement of this person

No resolution was presented in Petition for matter 1. As such, the floor was opened for discussions of matter 1, and discussions ensued.

2. Designation by the Strata of the Building Manager as contractor or employee

Majority Vote Resolution “1” APPROVAL OF OWNERS TO TERMINATE BUILDING MANAGER was associated with matter 2, and a vote was called.

**MAJORITY VOTE RESOLUTION “1”
APPROVAL OF OWNERS TO TERMINATE BUILDING MANAGER**

WHEREAS the Strata Council of EPS3084 recently voted to terminate the current Building Manager contract and replace it with one that cost more and included less available service hours without disclosing this fact at the AGM or distributing any minutes that described this, as required by the Strata Property Act.

AND WHEREAS the Building Manager position at Sequel was created five years ago to ease the workload of the Strata Manager and provide services to Owners outside of the 8:00 am – 4:00 pm weekdays only restriction of the Strata Management company. Most apartment buildings and Strata properties to consider their Building Manager an employee and provide typical benefits like sick days, paid vacation, medical/dental coverage, time off, overtime pay, and EI. At Sequel this position is considered an independent contractor so no benefits are afforded and the position comes with no job safety net in the event of termination, like eligibility for EI. And;

AND WHEREAS the threshold to remove a Strata Management company is a 3/4 Vote by eligible voters at an AGM or SGM, and to remove a Council member is a 2/3 Vote also at an AGM or SGM. By contrast the Building Manager contract can be terminated by only 2 votes at a Council meeting.

AND WHEREAS Owners must approve significant changes in service related to the building.

BE IT RESOLVED that with respect to the Building Manager position: a proposed change in service providers, or significant increase in price / reduction of service, must first be approved by a Majority Vote (50%+1) at a general meeting of the Owners.

BE IT RESOLVED that the building manager position be considered one of an employee and not a contractor, and that the position be severed from the duties of a building cleaner so the roles are distinct and termination of one role does not mean termination of the other.

END OF RESOLUTION

After some discussions, the vote was called on Majority Resolution “1”. The results were as follows:

42.8 IN FAVOUR 27 OPPOSED 1 ABSTAINED **CARRIED**

3. Review of the termination disclosure: not at AGM, not in minutes, only on Facebook

No resolution was associated with matter 3. As such, the floor was opened for discussions of matter 3, and discussions ensued.

4. Discussion of the potential for litigation resulting from termination of contracts like these

No resolution was associated with matter 4. As such, the floor was opened for discussions of matter 4, and discussions ensued.

5. Review of the Strata Management company contract and actions of the Strata Manager

3/4 Vote Resolution "2" TERMINATION OF STRATA MANAGEMENT CONTRACT was associated with Matter 5, and a vote was called.

**3/4 VOTE RESOLUTION "2"
TERMINATION OF STRATA MANAGEMENT CONTRACT**

WHEREAS Section 39 of the Strata Property Act states that a Strata Management services contract may be cancelled by the Strata Corporation on two (2) months' notice if the cancellation is first approved by a resolution passed by a 3/4 Vote at an Annual / Special General Meeting;

AND WHEREAS the Strata Management company has not met its obligations under the Strata Property Act;

AND WHEREAS the Owners, Strata Plan EPS3084, wish to terminate the management services contract with FSR.

BE IT RESOLVED by a 3/4 Vote Resolution of the Owners, Strata Plan EPS3084, that the management services contract with FSR be terminated, pursuant to Section 39 of the Strata Property Act, the termination date shall be effective November 28 2022.

END OF RESOLUTION

After some discussions, the vote was called on 3/4 Vote Resolution "2". The results were as follows:

32.8 IN FAVOUR 36 OPPOSED 0 ABSTAINED **FAILED**

6. The use of Facebook by Council and the need for policy on moderation & membership

No resolution was associated with matter 6. As such, the floor was opened for discussions of matter 6, and discussions ensued.

7. The need for laundry facilities in the building for third floor Residents and some Owners

No resolution was associated with matter 7. As such, the floor was opened for discussions of matter 7, and discussions ensued.

8. Strata use of Platinum Pro Claim as a preferred vendor for leaks and restoration needs

No resolution was associated with matter 8. As such, the floor was opened for discussions of matter 8, and discussions ensued.

9. Resolution of disputes over the loading bay gate repair and upgrade invoices

No resolution was associated with matter 9. As such, the floor was opened for discussions of matter 9, and discussions ensued.

10. Removal of Council members and election of new ones

It was noted at this time that three participants who joined by telephone left before this vote.

Bylaw 5.15 requires 2/3 of the votes cast to remove council members. After some discussions, the following 2/3 Votes to remove individual council members were called:

2/3 Vote to Remove Bethany Brown from Council

27 IN FAVOUR 30 OPPOSED 0 ABSTAINED **FAILED**

2/3 Vote to Remove Christina Donovan from Council

9 IN FAVOUR 52 OPPOSED 0 ABSTAINED **FAILED**

2/3 Vote to Remove Jayun McDowell from Council

34 IN FAVOUR 26 OPPOSED 0 ABSTAINED **FAILED**

2/3 Vote to Remove Rick Chou from Council

8 IN FAVOUR 44 OPPOSED 0 ABSTAINED **FAILED**

As all 2/3 Votes to Remove Council failed, it was not necessary to elect new council members.

TERMINATION OF MEETING

There being no further business or other matters demanded by petition of owners, the meeting was terminated at 10:43 p.m.

[Minutes prepared by Clark Wilson LLP.]

Miroslav Babjarcik

From: Amanda Morris <amorris@garagedoordepot.ca>
Sent: Friday, July 22, 2022 11:44 AM
To: Miroslav Babjarcik; service@garagedoordepot.ca
Subject: RE: EPS3084, Loading Gate, Assessment QUOTE

Categories: 07 - EPS 3084 Sequel 138

Hello,

Because the grille has been modified the only way to get it back to code would be replace the slats and or possibly the entire door itself.

If you want a quote on this let me know and ill get going on this.

Thanks

Amanda Morris
Operations Manager

The Garage Door Depot of Greater Vancouver
120-19055 Airport Way. Pitt Meadows, BC V3Y 0G4

Bus: 604.526.1086
Fax: 604.526.1087
Mobile: 604-613-5028
Toll Free: 1-888-698-DOOR (3667)

Website: www.GarageDoorDepot.ca



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Please consider the environment before printing this e-mail.

From: Miroslav Babjarcik <Miroslav.Babjarcik@fsresidential.com>
Sent: July 22, 2022 10:49 AM
To: Amanda Morris <amorris@garagedoordepot.ca>; service@garagedoordepot.ca
Subject: RE: EPS3084, Loading Gate, Assessment QUOTE
Importance: High

Hi Amanda,

Thank you so much,

Are you able to provide the quote for any recommended repairs to bring everything back to the code?

Please let me know,

Have a great weekend,

For Emergencies – leaks, fire, flood, security issues, please call 604 683-8900 (Option 9).

For general inquiries, please call Customer Care Centre at 1-855-273-1967 (Option 0) or email info.bc@fsresidential.com.

For general forms and to sign-up for **FSRConnect**, please visit: <https://www.fsresidential.com/british-columbia/homeowners/forms>.

For fobs, enterphone changes, moves or to book amenities, as applicable, please contact Building Manager or Caretaker on site.

For questions on strata fees and your personal account, contact Accounts Receivable at 604-684-5329 or ar.bc@fsresidential.com.

For strata documents such as bylaws, rules, strata insurance, minutes, financial reports, statements of account, letters and notices of work, please log in and find them on your Strata's website portal in **FSRConnect**.

For assistance with the resident portal on **FSRConnect**, please call Connect Customer Care Centre at 1-833-710-6869 or email the **FSRConnect** Team at connect.bc@fsresidential.com.



MIROSLAV BABJARIK

Strata Manager

200 Granville Street | Suite 700 | Vancouver, BC, Canada V6C 1S4

1.855.333.5149 | Office 604.683.8900 | Fax 604.689.4829

Toll Free 1.855.683.8900 | Customer Care Centre 1.855.273.1967

Email Miroslav.Babjarcik@fsresidential.com

www.fsresidential.com

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From: Amanda Morris <amorris@garagedoordepot.ca>

Sent: Tuesday, July 19, 2022 7:25 AM

To: Miroslav Babjarcik <Miroslav.Babjarcik@fsresidential.com>; service@garagedoordepot.ca

Subject: RE: EPS3084, Loading Gate, Assessment QUOTE

Good Morning,

Just reviewing the technicians notes from our visit with Scott yesterday;

See his notes:

Met with Scott and he discussed the changes he made.

The grill has been damaged many times. They have mounted plywood to cover holes. They have mounted sheet metal to cover holes.

Scott then removed the aluminum rods that were damaged and sourced out some steel bars. He replaced the aluminum bars with steel

The steel isn't being cut like the aluminum was regularly.

The grill is now heavier but not being vandalized

the original track is all damaged

The grill is outside the track. There is a steel jamb outside the grill so the grill cant go in or out. The grill never has to bend to go between the jamb or track.

Is the grill 100% , No. The grill is not because its not working with the factory product.

Is the grill working, yes

*The grill is in constant pressure up and down. The safety devices were also cut by vandals.
The grill height was set to about 7ft(half)
The grill gets opened 3 times a week for garbage.
I don't believe there is an issue at this time with the grill failing or being a safety issue.
To Scott's credit he did a better door repair than some door guys.*

Thank you

Amanda Morris
Operations Manager

The Garage Door Depot of Greater Vancouver
120-19055 Airport Way. Pitt Meadows, BC V3Y 0G4

Bus: 604.526.1086
Fax: 604.526.1087
Mobile: 604-613-5028
Toll Free: 1-888-698-DOOR (3667)

Website: www.GarageDoorDepot.ca



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Please consider the environment before printing this e-mail.

From: Miroslav Babjarcik <Miroslav.Babjarcik@fsresidential.com>
Sent: July 14, 2022 2:45 PM
To: Amanda Morris <amorris@garagedoordepot.ca>; service@garagedoordepot.ca
Subject: EPS3084, Loading Gate, Assessment QUOTE

Hi Amanda,

Thanks for the chat,

The address is:

138 E Hastings, Vancouver, BC

Regards,

Miroslav Babjarcik

From: Service Group <service@ohdvan.com>
Sent: Wednesday, June 29, 2022 1:24 PM
To: Miroslav Babjarcik; Service Group
Subject: RE: EPS3084, Sequel 138, 138 E Hastings, Vancouver, BC

Categories: 07 - EPS 3084 Sequel 138

Good afternoon,

The price for a technician to come onsite and preform a general maintenance, making sure that the gate is up to standard would be \$251.50 +GST. He may find that the gate is in good shape, at which that price would stand. If they had further recommendations we would quote for that further.

I do see that we have a quotation from April (that would not be valid as it is over the 45 day period) for a new gate. Our service manager has stated that the gate has too make cuts out and would be vulnerable to the area, recommending the new gate.

Please let us know if you would like to set up a service to have the gate looked for

Thank you,

Lindsey Ironside (she/her)
Customer Service Department

The Genuine. The Original.



Overhead Door Company of Vancouver
#202 – 11 Burbidge Street
Coquitlam, BC
Office: 604 472 5000
Fax: 604 472 5001

From: Miroslav Babjarcik <Miroslav.Babjarcik@fsresidential.com>
Sent: June 29, 2022 1:15 PM
To: Service Group <service@ohdvan.com>
Subject: EPS3084, Sequel 138, 138 E Hastings, Vancouver, BC
Importance: High

Hello Lindsay,

Are we able to get pricing on checking the gate if the repairs done by the building manager are safe?

You have quoted before on the gate and recommendations?

Please let me know and thank you!

Miroslav Babjarcik

From: Mike Plecash <mikeplecash@canadiandoormaster.com>
Sent: Wednesday, July 13, 2022 3:32 PM
To: Miroslav Babjarcik
Subject: Re: EPS3084, 138 E Hasting, Gate Assessment - Alley Loading Bay Gate

Categories: 07 - EPS 3084 Sequel 138

If I was to guess, I think that the bottom sloped section of the rolling grill was hit when the grill was partially or fully open, damaging the bottom sloped section and the guides. It may have been hit hard enough to knock the curtain out of the guides. Reinserting the bottom sloped section back into the guides would be difficult and would most likely require one of the guides to be removed.

The guides at the top are configured so that the curtain when it is rolling off of the barrel feeds into the guide. I suspect that this may have been altered to allow the curtain to feed between the guide and the steel posts. Other than the risk of the curtain getting bound up on the guides at the top, as long as the safety devices are working and the barrel assembly is still securely fastened to the header, then the door can be operated as is. If there are no safety devices then the motor operator should be configured to close the curtain only with constant pressure on the close button - the person operating the door becomes the "safety" device. When door systems have been altered by untrained door mechanics it is tough to do a competent assessment. For Doormaster to properly assess this door system it would require 2 mechanics and a scissor lift and up to 6 hours on site. It may cost up to \$2000.00, and depending on what was found and the extent of the alterations - may also require a return trip with parts.

Mike Plecash
Canadian **Doormaster** Ltd.

On Fri, Jul 8, 2022 at 3:58 PM Miroslav Babjarcik <Miroslav.Babjarcik@fsresidential.com> wrote:

Hi Mike,

Thank you so much for the assessment. Are you saying the door is a safety risk and should not be operated in its' current state?

The motor is working and the loading bay gate is operated regularly.

Please provide the quotation for further assessment and repairs as indicated in your email.

Thank you

Have a great weekend 😊

For Emergencies – leaks, fire, flood, security issues, please call 604 683-8900 (Option 9).

For general inquiries, please call Customer Care Centre at 1-855-273-1967 (Option 0) or email info.bc@fsresidential.com.

For general forms and to sign-up for **FSRConnect**, please visit: <https://www.fsresidential.com/british-columbia/homeowners/forms>.

For fobs, enterphone changes, moves or to book amenities, as applicable, please contact **Building Manager** or **Caretaker** on site.

For questions on strata fees and your personal account, contact Accounts Receivable at 604-684-5329 or ar.bc@fsresidential.com.

For strata documents such as bylaws, rules, strata insurance, minutes, financial reports, statements of account, letters and notices of work, please log in and find them on your Strata's website portal in **FSRConnect**.

For assistance with the resident portal on **FSRConnect**, please call Connect Customer Care Centre at 1-833-710-6869 or email the **FSRConnect** Team at connect.bc@fsresidential.com.



MIROSLAV BABJARIK
Strata Manager

200 Granville Street | Suite 700 | Vancouver, BC, Canada V6C 1S4
1.855.333.5149 | Office 604.683.8900 | Fax 604.689.4829
Toll Free 1.855.683.8900 | Customer Care Centre 1.855.273.1967
Email Miroslav.Babjarcik@fsresidential.com

www.fsresidential.com

Follow us on | [Facebook](#) | [LinkedIn](#) | [YouTube](#)

From: Mike Plecash <mikeplecash@canadiandoormaster.com>
Sent: Thursday, July 7, 2022 4:35 PM
To: Miroslav Babjarcik <Miroslav.Babjarcik@fsresidential.com>
Subject: Re: EPS3084, 138 E Hasting, Gate Assessment - Alley Loading Bay Gate

Hello Miroslav,

I visited 128 East Hasting and had a look at the existing rolling grill.

The most immediate issue would be that the curtain (door face) is running outside of the guides that it is designed to run in. The curtain is between the guide and the steel post that the door guides are attached to. It also appears that some of the aluminum tube curtain link spacers have been replaced with steel tube and extra spacers have been added - not sure if this was an attempt to repair some of the horizontal aluminum rods. I did see at least one broken rod - there may be more.

The left side guide is damaged and this may be the reason the curtain was taken out of it. I surmise that the sloped solid bottom piece was hit when the curtain was partially open, damaging both the bottom sloped piece and the guide. The bottom safety edge has been disconnected, not sure if the safety eyes work.

I did not call the site contact as I would not want to operate this door in its condition. My concern other than the above issues would be how much weight has been added to this rolling grill. The only way to assess this would be to disconnect the drive chain to the opener and lift the grill by hand. At that time a spring balance adjustment could be attempted. If the curtain can be properly balanced, the guide(s) repaired/replaced, the safety edge repaired perhaps the door can be restored to safe operation. Do you know if the motor still functions? Is this door being operated at the present?

Thanks

Mike Plecash

Canadian **Doormaster** Ltd.

On Wed, Jun 29, 2022 at 3:41 PM Miroslav Babjarcik <Miroslav.Babjarcik@fsresidential.com> wrote:

Thank you sir!

Have a great rest of your day!

For Emergencies – leaks, fire, flood, security issues, please call 604 683-8900 (Option 9).

For general inquiries, please call Customer Care Centre at 1-855-273-1967 (Option 0) or email info.bc@fsresidential.com.

For general forms and to sign-up for **FSRConnect**, please visit: <https://www.fsresidential.com/british-columbia/homeowners/forms>.

For fobs, enterphone changes, moves or to book amenities, as applicable, please contact Building Manager or Caretaker on site.

For questions on strata fees and your personal account, contact Accounts Receivable at 604-684-5329 or ar.bc@fsresidential.com.

Miroslav Babjarcik

From: Van't Hullenaar, Mike <mvanth@creativedor.com>
Sent: Monday, June 27, 2022 3:05 PM
To: Miroslav Babjarcik
Subject: RE: EPS3084 Loading Bay Door Replacement

Categories: 07 - EPS 3084 Sequel 138

Hi Miroslav,

Ok thank you for the update. In my professional experience doing this for 15 + years this door should be locked out and not run due to its current condition. I feel that this grille is beyond repair and could potentially harm someone or cause serious injury if not death if it were to fall out of its guides or come off the barrel.

Please let me know if there is anything you need from me in the future if they decide to replace later on.

Thanks,



MIKE VAN'T HULLENAAR
Commercial Sales Consultant
mvanth@creativedor.com

Unit # 3 – 1678 Forsters Way, Delta, B.C. V3M 6S6 Canada
D 778 263 6016 C 604 837 8163
creativedor.com | *master the remarkable™*



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From: Miroslav Babjarcik <Miroslav.Babjarcik@fsresidential.com>
Sent: Monday, June 27, 2022 2:41 PM
To: Van't Hullenaar, Mike <mvanth@creativedor.com>
Subject: RE: EPS3084 Loading Bay Door Replacement
Importance: High

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Hello Mike,



First Service Residential

October 20, 2022

Attn: Miroslav

Re: 138 E Hastings – Loading Bay

With respect to the above, we are please to submit the following for your consideration:

1 Only Raynor Model ‘LC-18’ Rolling Steel Door to suit the following opening:

(1) 35’-9” wide x 13’-4” – 15’-1” high

Doors to be as outlined below:

- 18ga. Steel interlocking slat construction
- Curved profile slats – painted grey
- 24ga. Hood Cover
- Sloped bottom bar
- Manaras GH (208v-3ph-2hp) with backup hoist
- Nema 4X reflective photo eye
- Open, stop, close push station

- Remove & haul existing rolling grille
- (2) forklifts & (1) scissor lift included for safe removal and installation

Lot Price, Installed **\$63,700.00**
PST Included – GST Extra

Delivery can be made approximately in February 2023

Note: Not included in our price are the following:

- 1) Custom colour
- 2) Cleaning of location prior to installation
- 3) Afterhours or weekend installation. Price is based on regular working hours (8am – 5pm)

We trust the above is in order and look forward to working with you on this project. Should you have any questions, please feel free to contact myself.

Best Regards,

Mike Van't Hullenaar,
Commercial Sales Consultant



ESTIMATE

GARAGE DOOR NINJA Inc.
 GST 781670906RT0001
 Liability Insurance #50123NBD7
 WCB #200697488
<https://garage-door.ninja/>
connect@garage-door.ninja
 (604) 603-3232

Estimate # 402
Date Thu Oct 13 2022
Total 39007.50

Prepared For:

Jayun
 138 East Hastings Street
 (604) 345-6667
jn@138easthastings.com

Service Address:

138 East Hastings Street
 Vancouver, British Columbia V6A 1N6

Description	QTY	Price	Amount
<p>17x14-Commercial-Roll-Up-Door-Installed ROLL-UP-DOOR COMMERCIAL SERIES WITH WINDLOCK KIT FOR EXTRA SECURITY COLOUR: TBD ACTUAL DOOR SIZE: TBD OPENING SIZE: RO - 17'2"W X APPROX. 14'6"H OPERATION: MOTORIZED S2 HIGH WIND KITS 5100 MM (16' HIGH) S2 WINDLOCK GUIDES, INCLUDING KIT DURASEAL STOP MOULDING BLACK 16' (ALSO AVAILABLE IN WHITE)</p> <p>COMMERCIAL ROLL-A-DOOR OPENER PACKAGE INCLUDES: 2 KEY CHAIN REMOTES PAIR OF PE BEAMS INTERIOR WALL BUTTON</p> <p>! custom-cut angled bottom rail with installation to match the side slope on the floor included.</p> <p>Installation of the steel post included.</p> <p>Warranty -1yr</p>	2.00	17750.00	35500.00
<p>EST-Garage-Door-Uninstallation-And-Disposal Garage Door Uninstallation and Disposal.</p>	1.00	1650.00	1650.00

Description	QTY	Price	Amount
<p>EST-Terms-&Conditions Written Estimates are valid for 30 Days and Subject to Site Inspection</p>	1.00	0.00	0.00
<p>Signed Quote and 70% Downpayment required at Time of Order 30% - within 24 hours after installation</p>			
<p>We accept Debit / Credit / E-TRANSFER / Cash.</p>			
<p>For E-TRANSFERS use PAYMENTS@GARAGE-DOOR.NINJA</p>			
<p>*All materials provided are property of Garage Door Ninja until paid in full* *Total amount due immediately at the time of receiving - Late payment interest calculated at 5.45% per week starting the date of materials provided* *Rates Subject to change*</p>			
<p>EST-Garage-Door-Installation-Requirements The GARAGE DOOR NINJA installation team must confirm all installation dates and times prior to the installation day. Cancellations must be made 24 hours in advance or cancellation fees may apply.</p>	1.00	0.00	0.00
<p>Work area space requirements : The work area must be safe, clean, and free from debris and items that obstruct the work area. Side Room -The Width of the door plus a minimum of six inches on each side Back Room - The height of the door plus an additional four feet</p>			
<p>Electrical Power Requirements : Power supply for installation to be provided in the installation area Direct power for the electrical operator must be provided, extension cords are not permitted. Buried low voltage wires to be run BY OTHERS. Garage Door Ninja only surface mounts wires.</p>			
<p>Framing Requirements: Framing / Backing drawing to be supplied to the customer by request.</p>			
<p>Floor Requirements: Concrete floors to be installed prior to door installation as per WorkSafeBC code. Floor to be level & true. Garage Door Ninja is not responsible for sealing un-even floors. Garage Door Ninja is not responsible for repairing minor damage to drywall, frames, and concrete floor. Garage Door Ninja door does not paint or caulk frames or weatherstrip.</p>			

Description	QTY	Price	Amount
		Sub total	37150.00
		Tax	1857.50
		Tax Rate	5.000%
		Total	39007.50

Terms:

Estimates are an approximation of charges to you, and they are based on the anticipated details of the work to be done. It is possible for unexpected complications to cause some deviation from the estimate. If additional parts or labor are required you will be contacted immediately.

Notes:

Thank You For Your Business

write something here...

DECEMBER 15, 2022

**138 EAST HASTINGS
VANCOUVER BC**

LOADING BAY GATE REVIEW

138 East Hastings

STRATA COUNCIL REPORT

CURRENT STATE OF LOADING BAY GATE



NON-FUNCTIONAL

After some targeted vandalism the loading bay gate is unusable. Because of some prior damage that occurred and a repair completed by a non-gate specialist, the loading bay gate was running outside the tracks. The maintenance costs were expensive with constant patch repairs over the last couple months.

During the latest assessment by gate repair companies it was recommended that the gate be replaced with a more durable exterior, an accompanying warrantee and affordable service rates.

On the current gate there is no warrantee. The vandalism insurance coverage has a \$25,000 deductible that could replace the gate like for like (with the exact same gate that continues to be vandalized. This is not an affordable option at this time).

Vandalism



Current gate with the targeted vandalism in the lower right hand corner that offset the balance of the gate making it buckle and catch on the upper left hand corner to its current condition where it cannot be raised or lowered or be repaired and must be replaced.

Why Gate Replacement is Necessary

The Loading Bay Gate allows access to the garbage room for our waste removal service, Waste Management. Currently we have had to rent a garbage bin because the current one cannot be removed through the non-functional gate. We have placed the rental garbage bin in the Breezeway alongside the recycling bins that are also usually stored in the garbage area. This is a temporary solution as the garbage will become odorous in the warmer months. The height of the garbage bin also poses a challenge to our functionally limited or impaired residents who would normally use the garbage chute on the 2nd floor



that is now locked (as the garbage bin beneath the chute is rendered unusable if the gate cannot be opened and garbage emptied). The Vertical and Horizontal Drains cannot be cleaned which increases risk of sewer backup*.

Another thing to consider is curb appeal and resale value with a non-functional, boarded up gate.



Model 800, Beige finish

ROLLING SERVICE DOORS TO MEET YOUR MOST

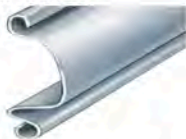
> SIZES UP TO 40' WIDE OR 20' HIGH

Gate Options

All gates will be more durable and less able to be vandalized.

Please note that quoted prices may increase with inflation. New quotes will need to be garnered in preparation for an upcoming SGM on the same topic. Inflation amongst the trades is recorded between 3-15% with an average of 7%.

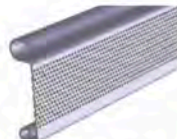
SLAT PROFILES



No. 4 — Curved-faced single crown slat available in up to 16-gauge steel, up to 18-gauge stainless steel, or up to 14-gauge B6S aluminum. Depth of crown: 7/8", 2-5/8" on centers.



No. 14 — Flat-faced slat available in up to 16-gauge steel, up to 18-gauge stainless steel, or up to 14-gauge B6S aluminum. Depth of crown: 3/4", 2-7/16" on centers.



Secur-Vent® — Perforated slat provides optimal security and ventilation. Slat consists of 1/16" diameter holes offering 17% open area over length of each slat. Available in No. 14 flat slat up to 22' wide x 20' high (available in 20-gauge steel only).



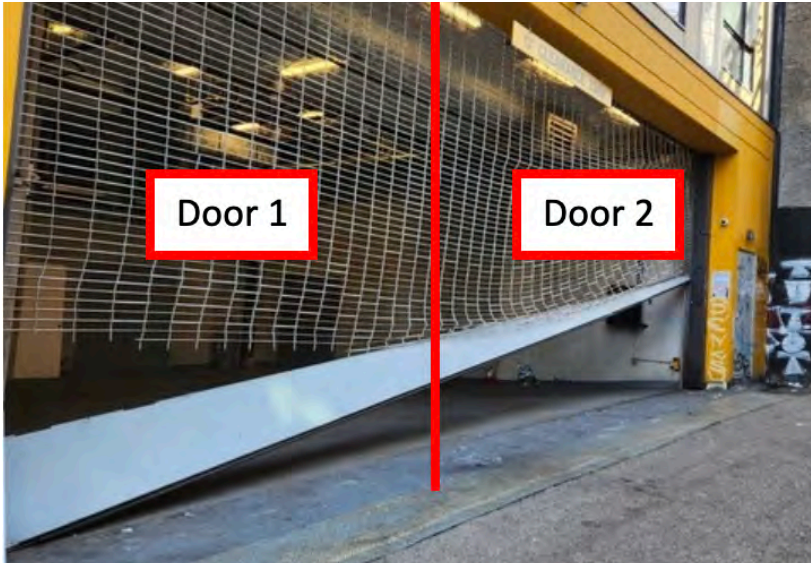
No. 4 slat



No. 14 slat, shown with a Pass Door



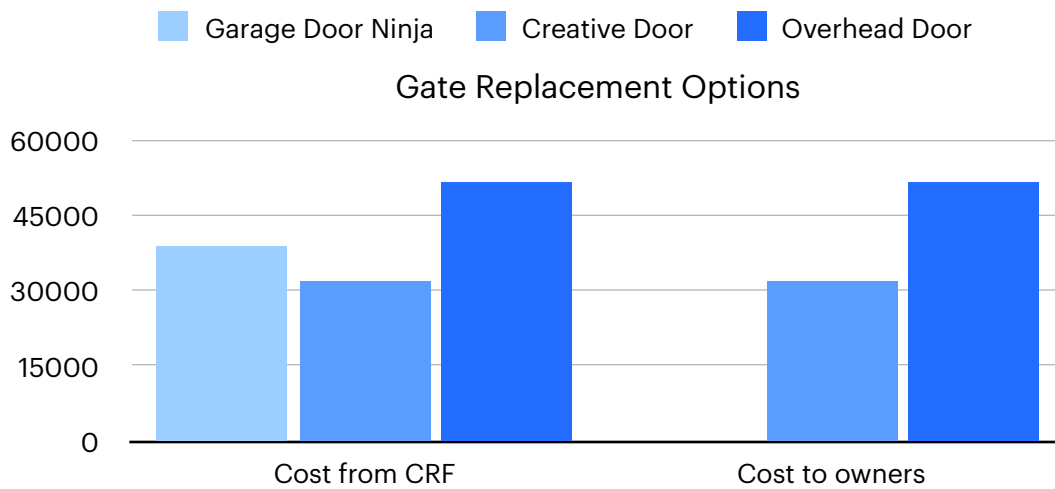
Secur-Vent®



Garage Door Ninja - \$39,007.50 is offering a 2 gate system with a beam separating the exterior gates. The beam is not load bearing and is an aesthetic change to the exterior of the building which requires a 3/4 vote. Note that an aesthetic change is similar to repainting the exterior of the building.

Both **Creative Door - \$63,700** and **Overhead Door - \$103,425** are offering a 1 gate system. Note that these costs do not include possible needs for overnight security while single gate is being installed.

Quotes appended in this communication from FSR. Cost differences in the preamble account for possible additional unforeseen costs (clean up of area, security, etc.).



The CRF - what is it? And how much can we use?

Under the Strata Property Act, strata corporations and sections must have contingency reserve funds (CRFs) to pay for [common expenses](#) that usually occur less often than once a year; or do not usually occur.

Contributions to the CRF are approved in the annual [budget](#) by a majority vote of the owners and collected through [strata fees](#). Contributions to the CRF are not refundable to owners. Typically, the CRF will have contributions from current and previous strata lot owners.

<https://www2.gov.bc.ca/gov/content/housing-tenancy/strata-housing/operating-a-strata/finances-and-insurance/the-contingency-reserve-fund-crf>

Summary: Our current contingency reserve fund \$152,032

Our current Operating Budget \$412,819

25% of our current operating budget is \$103,204.75

Therefore we have up to \$48,827.25 that could be used prior to being within the 25% of our annual operating fund - this is NOT our goal but this indicates we are well within our means to assist in the replacing of our Loading Bay Gate (especially with the two gate option) with use of the CRF at this time. Use of more of the CRF is allowed, yet it will raise contributions to CRF to comply with the Act.

Please note that budget information is available for review on your FSR CONNECT account - <https://portal.connectresident.com>

The City - Meet Our City Committee

We have formed a City Committee of owners interested in navigating relations with the city. This includes reporting vandalism and possibly applying for funding assistance to repair vandalized areas of our building, and petitioning for further assistance from the city in multiple regards. If you are interested in joining The City Committee, please reach out - there are some incredible people currently involved and we know they would love your assistance.

Please note that all incidences of vandalism have been reported to the Vancouver Police Department and continue to be investigated at this time. If you see an incident of vandalism, violence, or mischief during the incident call 911; if you see it after the fact please contact the VPD non emergency line (604-717-3321) and provide the strata council with the police file number and pertinent information if assistance is needed.

**Sewer Back Up can cost up to \$100,000 before insurance coverage can be utilized -*

<https://vancouver.sun.com/news/local-news/b-c-condo-owner-whose-sink-overflowed-receives-30000-judgment-because-strata-failed-to-do-proper-maintenance#:~:text=The%20strata's%20bylaws%20state%20that,damage%2C%20according%20to%20the%20decision>

Reason for this document

During the SGM the owners (equating 18 votes) voted unanimously for the 2 gate option yet the decision could not pass as a 3/4 vote is required. When probed, some owners agreed that more information may be beneficial and it was requested that another SGM be held on this same topic.

To mitigate future challenges like this and to provide owners with adequate information a Town Hall will be held prior to the Annual General Meeting (AGM) to have discussion about upcoming resolution points.

Thank you for your attention and consideration,

Strata Council ESP3084



QUOTE

2CIQ-006253

October 5, 2022

Vancouver Entry Systems Ltd. o/a
Overhead Door Co of Vancouver
202 - 11 Burbidge St
Coquitlam BC V3K-7B2

Phone (604) 472-5000
Fax (604) 472-5001
A/R (604) 472-5022

Billing Address	
Sequel 138 Eps 3084 Eps 3084 C/O Fs Residential P.O. Box 70011 1115 Lodestar Road, Building E Toronto, Ontario M3J 0H3	Susan Paquette (604) 683-8900 (604) 648-4443 fax (604) 689-4829

Service Address	Contact
Sequel 128 Eps 3084 138 East Hastings St Vancouver, BC	Scott (778) 834-1635

PO Number	Report Number	Customer Number	Salesperson	Payment Terms	Completion Date
		V08871-270	sam	NET 30	

Comment

We will require the space in front of the opening pressure washed (by others) the morning before our technicians work on the site.

Quote	2CIQ-006253	Oct 5, 22	sam
Ship Via	S&I		

Quantity	Unit	Description	Unit Price	Extended Price	Tax
1	ea	610.Rd 610, 35'9" X 15'4" Opening, 0.056 Rise	\$ 98,500.00	\$ 98,500.00	G
		S + I Curtain: Windload - 20 PSF, C275, Steel, Gray, Primed, 18 gauge, Interior Mtd Above Lintel Mounting: Steel, FOW E Guide Operator: RHX - Heavy Duty, 3 HP, 208/3 60Hz, Hoist, Totally Enclosed FanCooled Motor, PhotoEyes-NEMA 4 (Monitored), 2-Wire MonitoredEdge, Brake, Timer to Close, Receiver,Built-In,Std Bottom Bar: Tubular Extruded, Aluminum, Mill Finish, Electric 2Wire w/CoilCord (Monitored) Operation: Top Of Hood, Right Hand Misc: 50,000 Cycles, Heavy Duty Bearings			
1	each	Notes	-	-	G
		Included Existing gate removal @ disposal Lifting equipment Not included Security Service (2 days and 2 nights unsecured area - estimated) - we will need the security when our technicians are working on site			

Subtotal: **\$ 98,500.00**



QUOTE

2CIQ-006253

October 5, 2022

Vancouver Entry Systems Ltd. o/a
Overhead Door Co of Vancouver
202 - 11 Burbidge St
Coquitlam BC V3K-7B2

Phone (604) 472-5000
Fax (604) 472-5001
A/R (604) 472-5022

GST#: 81621 0512 RT0001 - PST#: 1013-0517

Subtotal	\$ 98,500.00
GST	\$ 4,925.00
Total	\$ 103,425.00
Total Due	\$ 103,425.00

Quote Acceptance / Order Confirmation

- When terms are COD or no credit agreement is in place, a 50% deposit must accompany this signed quote. Full payment will be due immediately upon our completion.
- Any credit card payment over \$5,000 will incur a 2% service charge.
- Includes 3-month warranty on labour and 12-month warranty on invoiced parts. Manufacturer's warranty may extend the warranty on some parts. When a materials warranty extends beyond our labour warranty, labour to replace these materials will be chargeable after the labour warranty has expired, even if the materials warranty is current.
- Overdue accounts accrue interest at a rate of 2% per month compounded monthly (an effective annual interest rate of 26.84% per annum) starting the day after the invoice is due.
- Best efforts are used to predict lead times on custom-ordered materials. Industry or global conditions may result in delays for materials beyond our control. Customer acknowledges and accepts this risk.

Signature

Print Name

Date Signed

Subtotal: **\$ 98,500.00**



RECEIVED JAN 09 2023

December 30, 2022

THE OWNERS, STRATA PLAN EPS308
SEQUEL 138
C/O FIRSTSERVICE RESIDENTIAL
700 - 200 GRANVILLE ST
VANCOUVER BC V6C 1S4

Account Number
75855 7870 RC0001

Reference Number
CE2234 1123 8405

Dear Sir or Madam:

Subject: Employment Insurance (EI) and Canada Pension Plan (CPP) rulings
EI ruling number: CE2234 1123 8405
CPP ruling number: CE2236 2183 4380

We received a request for a ruling on the insurability and pensionability of Scott Gilbert's employment with The Owners of Strata Plan EPS3084 from October 10, 2021 to August 18, 2022. This request originates from Service Canada.

Decision(s)

We have ruled that, for the period under review, Scott Gilbert was an employee and the employment was insurable and pensionable under paragraphs 5(1)(a) of the Employment Insurance Act and 6(1)(a) of the Canada Pension Plan.

Explanation

When we examined whether Scott Gilbert was an employee or a self-employed individual, we looked to see if he was engaged to carry out services as an employee or as a person in business on his own account.

The first thing we looked at was the intent with respect to the working relationship. In other words, did you intend to have an employer-employee relationship or did you intend to have a business relationship? We then examined the actual terms and conditions of the working relationship to see if they reflected the intent.

We looked at the following:

- the level of control The Owners of Strata Plan EPS3084 had over the worker's activities
- whether the worker provided the tools and equipment
- whether the worker could subcontract the work or hire assistants
- the degree of financial risk the worker took
- the degree of responsibility for investment and management the worker held
- the worker's opportunity for profit
- any other relevant factors, such as written contracts

Based on these factors, we determined he was an employee.

For more information

For more information on how we determine whether a worker is an employee or a self-employed individual, go to canada.ca/cra-forms and read Guide RC4110, Employee or Self-employed?

If you have questions about how these rulings could affect you, go to canada.ca/cpp-ei-rulings and select "Have you received a CPP/EI ruling?" or call 1-800-959-5525.

If you disagree

We based these rulings on the information we received and they apply only to the period under review.

If you disagree with one or both of the rulings, you have 90 days from the date of this letter to appeal. You can do it in two ways:

- Online: Go to canada.ca/my-cra-business-account. If you are a level 2 or 3 representative, go to canada.ca/taxes-representatives. Select "Register a formal dispute (Appeal)". To send supporting documents, select "Submit documents".
- In writing: Fill out Form CPT100, Appeal of a Ruling Under the Canada Pension Plan and/or Employment Insurance Act, or write a letter to the Chief of Appeals and send it to:

CPP/EI Appeals Division
Canada Revenue Agency
451 Talbot St
London ON N6A 5E5
Fax: 1-888-287-7800

To contact me

If you have questions about these rulings or want a copy of the ruling report, call me at 236-334-9379. We accept collect calls.

Sincerely,
Digitally signed by,

Janine Pham
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