The Condo Report • Issue 10 • Spring 2011

Heenan Blaikie LLP

The Condo Report

CONTENTS

In November 2010, Heenan Blaikie's Condominium Law Group launched the Condo Reporter, an online resource for perspectives on legal developments in the condominium community. On a quarterly basis we will be publishing the Condo Report, featuring the most popular articles from the blog. Please visit www.condoreporter.com to leave comments on any of the articles published in the Condo Reporter.

Forced Sale of a Condo Unit - Condo Owner to Move

By Rod Escayola

You may recall the case of a 41-year old stockbroker who was forced to sell her unit as a result of her violent, threatening and harmful conduct against property and against other owners.

In another similar case, which was decided on April 13, 2011, the Court concluded that one of the owners had engaged in aggressive behaviour towards other unit owners, their guests, and management. The owner had previously been convicted and had served jail time for various criminal offences relating to his conduct towards other owners and visitors.

At the hearing, the owner did not dispute any of the allegations against him but instead responded that the board had been misappropriating or misspending funds and had treated him unfairly. He had commenced his own action against the Corporation in Small Claims Court.

The judge concluded that the owner was in breach of the Condominium Act and the Corporation's rules prohibiting nuisance. However, given this owner's previous jail time had not proven effective in curbing the owner's conduct, the judge felt that an order forcing compliance would not be useful and relied instead on s.135 of the Condominium Act. This section grants the Court wide discretionary powers to "rectify the matter" when the conduct of an owner threatens to be oppressive or unfairly prejudicial to the other owners.

The judge acknowledged that forcing an owner to sell was a drastic remedy that should only be granted when no other remedy appeared likely to succeed. In this case, the judge was of the view that the owner in question was unlikely to stop his abusive conduct voluntarily and concluded that forcing the sale was the only remedy likely to provide the other owners with basic security and quiet enjoyment of their property.

The judge ordered that the owner vacate and sell his unit within 90 days, failing which the Corporation was entitled to list and sell the unit. The order also provided that the Corporation was entitled to recover from the proceeds of sale all of its costs in returning the unit to a state fit for occupancy. Finally, the Court also ordered that the owner pay the Corporation's legal costs and that all of these costs be deemed to be common expenses collectible from the sale of the unit.

(Originally published on May 11, 2011 on the Condo Reporter blog. To comment on this article, please visit: http://www.condoreporter.com/disturbances/condos-can-force-an-owner-to-sell-and-leave/).

ENDNOTES

1. Http://www.thestar.com/news/gta/article/862780--condo-owner-to-judge-you-win
2. Http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_98c19_e.htm#BK163

ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE: THE CLOCK IS TICKING

By: Christian Paquette

The clock is ticking for condominium buildings: beginning January 1, 2012, private sector organizations in Ontario will be required to comply with the first of five standards to be developed under the *Accessibility for Ontarians with Disabilities Act*.[1] The purpose of the Act is to develop standards to reduce barriers that limit the full participation of people with disabilities in various aspects of society; specifically access to goods and services, employment, transportation, and information and communications.

The first of these five standards, the *Accessibility Standards for Customer Service*,[2] is currently in force for designated public sector organizations. As of next year, the standard will apply to any organization providing goods or services "to members of the public or other third parties and that has at least one employee in Ontario." The definition is broad enough to capture condominiums which provide services (concierge, reception, etc.) to members of the public (this could include visitors for instance) or third parties (other organizations).

In order to ensure compliance, condominiums will be required to:

- provide accessibility-related training to staff and internal policy makers (presumably, employees, board members and agents such as managers);
- develop policies, practices and procedures governing the provision of goods and services to persons with disabilities;
- allow access to the business premises for persons with disabilities accompanied by service animals (e.g. a guide dog) or support person; and
- provide public notice of temporary disruptions impacting access to goods or services by persons with disabilities.

Organizations with twenty or more employees face additional requirements with respect to reporting, proof of compliance, and mechanisms for feedback. These requirements, therefore, may not apply to most condominium corporations but may be applicable to larger condominium corporations which have many employees.

Other regulations are on the horizon, including the "Integrated Accessibility Regulation,[3]" released in 2010, which aims to combine the standards relating to information and communications, employment and transportation. Board members and property managers would be well advised to follow the developments of these standards on the Ministry of Community and Social Services website.[4]

Failing to comply with these standards could result in hefty fines. Board members and managers should turn their minds sooner rather than later to these requirements, and use reasonable efforts to ensure that their policies, practices, and procedures are consistent with the principles of the regulation (see subsection 3(2) of the regulation). The *Accessibility Standards for Customer Service* is available online together with the Ministry of Community and Social Service's useful guide to ensure compliance also available on its website. ■

(Originally published on May 9, 2011 on the Condo Reporter blog. To read comments on this article, please visit: http://www.condoreporter.com/health-and-safety/new-standards-for-accessibility-in/).

ENDNOTES

1. http://www.mcss.gov.on.ca/en/mcss/programs/accessibility/OntarioAccessibilityLaws/2005/index.aspx

2. http://www.mcss.gov.on.ca/en/mcss/programs/accessibility/ComplyingStandards/customerService/index.aspx

3. http://www.mcss.gov.on.ca/en/mcss/programs/accessibility/OntarioAccessibilityLaws/DevelopingStandards/IAR/introduction.aspx

4. http://www.mgs.gov.on.ca/en/Home/index.htm

DISCLOSURE OF INFORMATION TO PURCHASERS BY DEVELOPERS - WHEN IS IT SUFFICIENT?

By: Armand Conant

As we know, when a purchaser buys a new condo unit the developer must provide the purchaser with a disclosure statement, the contents of which are mandated by the *Condominium Act, 1998*[1] and its Regulations (the "Act").

Over the last couple of years we have see some interesting case decisions that relate to the disclosure obligations of the developer. The reason that the courts are now dealing with these matters is because many condo owners never review their disclosure documentation at the time of purchase and then become aware of certain matters that they feel are material, once the condominium corporation is in operation in its first or second year.

The problem is that purchasers rarely ask their lawyers to review the disclosure documentation usually because they don't want to pay the cost of such a review to their lawyer.

It is important that purchasers (including owner elected board members) begin to understand the importance of reviewing the disclosure documentation so that the newly elected board will be able to carry on the operation of the condominium corporation in the first and second year with an understanding of the condominium corporation's financial obligations.

Over the last few years many developers are introducing such items as:

(a) unitizing parts/rooms of the building and then requiring the condo corporation to buy it with a vendor take back mortgage;

(b) requiring the corporation to lease equipment from the developer on a long term lease;

(c) passing on certain capital costs of some construction or equipment to the condo corporation, such as greening initiatives.

Sometimes costs (e.g. interest and/or principal on the mortgage; full amount of lease payments, etc.) are shown in the first year budget as zero or a lower amount than what they truly are and are deferred until the second or third year of the corporation. This deferral of carrying costs in the first year results in lower common expenses for the first year which benefits the developer who is responsible for any first year budgetary shortfall (which under the Act the developer would be responsible for) and of course, makes the common expenses more attractive to purchasers. Then when those purchasers become owners, if not previously informed about the increases in the second year, they will soon become surprised when in the second or third year their common expense fees have to increase significantly to cover the shortfall without recourse against the developer. Some examples of this are:

(a) the developer maintains ownership of the guest suite or superintendent suite and the corporation must buy it with a vendor take back mortgage to the developer at a fairly high interest rate, but the interest payments, and in some cases both principal and interest payments are not to start until year two (a one year holiday).

(b) developer retains owners of certain units and for as for as long they own them they do not have to pay any common expense fees to the corporation. This means that the other owners pay for 100% of the costs of operating the corporation. This has been reviewed by the Court of Appeal[2] which has held that since it was disclosed in the disclosure statement, purchasers are deemed to have known about it and could have rescinded their deals within the 10 day cooling off period. What was unusual about the decision was that the court also made comments that suggest that they viewed the Condominium Act as commercial legislation and not consumer protection legislation (i.e. all purchasers were adults and had to take responsibility for their own decisions, etc.).

(c) The developer discloses that there might be a financing in place for certain equipment which financing the corporation had to be responsible for, but the financial terms and amounts are not disclosed. Only much later is it discovered that for the first year the payments were about one half of what they would be for the remaining 14 years of the financing.

Most of those on the development side of the table will say that as long as something is disclosed, purchasers should take the responsibility for their failure to review or understand what they are buying. While this is understandable and to a certain degree completely acceptable – it must not be forgotten that the Condominium Act is consumer protection legislation, and given the nature and extent of the documents it may not be reasonable for purchasers to have understood all the ramifications of what is stated. This only breeds mistrust of developers and anger in condo owners.

The issue is what can be done to provide better disclosure to purchasers, particularly on material financial issues to the corporations.

We accept that there will always be some purchasers who regardless of the amount of disclosure will not bother to read it or seek advice on it and these people should not be protected. However, in our view there has to be more visible and clear disclosure of certain key financial terms set out in the documents so that the purchaser can make a more informed decision.

It has been my suggestion that developers should produce a one or two page material financial summary that is attached to the front of the disclosure statement.

As an industry we can develop a common summary of key financial issues, sauch as those discussed above. Let the purchasers know of these financial burdens that will be undertaken by their condominium corporation and the exact financial impact. Disclose that interest or lease payments are deferred to year two or three. I can envisage that this type of summary can be similar, but shorter, than the Mortgage Disclosure Statement used in standard mortgage transactions.

It is with this type of clear, unambiguous and understandable disclosure that we can fulfill the objectives of the Act and start to rebuild the trust with developers.

(Originally published on February 18, 2011on the Condo Reporter blog. To comment on this article, please visit http://www.condoreporter.com/common-expenses/as-we-know-when-a/).

ENDNOTES

1. http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_98c19_e.htm#BK87

2. http://www.canlii.org/eliisa/highlight.do?text=york+Region+vacant+land+condominium+No.+968+v.+Schickedanz&language=en&searchTitle=Search+all+CanLII+Databases&path=/en/on/onca/doc/2006/2006canlii32596/2006canlii32596.html

STRATEGIES FOR CONDO ENFORCEMENT

By: Ryan Treleaven

Under the *Condominium Act, 1998*[1] the Board of Directors has a statutory obligation to enforce the terms of its Declaration, By-laws and Rules. Inevitably, every Condominium Corporation will face instances of non-compliance with a wide range of obligations. Compliance can be achieved through a number of different routes, and the appropriate strategy is highly fact dependant.

In terms of general advice, Property Management should ensure that an effective document retention policy is in place. Properly documenting complaints is extremely helpful in any compliance setting. If a unit owner or resident approaches a member of the Board or Property Management with a complaint, they should be encouraged to reduce their complaint to writing and send it to Property Management. Independent files should be kept for each unit for which complaints have been received.

Properly documenting each step in the compliance process is very important and will save considerable expense should future legal proceedings become necessary. The following approach is not exhaustive, but serves as a general 'best practices' template:

The first step is to determine the validity of the complaint. If Property Management has received sufficient complaints, it should reach out to the complainants to obtain further information. Early contact with the aggrieved unit owners is a helpful strategy as it often diffuses the frustration felt by those individuals and combats the common perception of owners that Property Management and/or the Board are not actively enforcing the Rules. Keeping the complainant involved in the process often reduces tensions throughout the process.

Provided the Board and Property Management consider the complaint to be valid it will be appropriate to contact the offending unit owner or resident in an attempt to schedule a meeting to discuss the complaints. A letter should be sent by Property Management confirming the nature of the complaints received, identifying the specific Rules that have been violated and requesting an opportunity to speak to the unit owners about their obligation to bring themselves into compliance.

During this first meeting you should attempt to obtain as much information about the parties and the dispute as possible. Hopefully a resolution can be negotiated between the parties at this time, even on a trial basis. The results of the meeting should be recorded in a letter from Property Management that is sent to all parties.

If the offensive conduct is not resolved, Property Management should write a more forceful letter to the offending unit owner or resident. In this letter the specific breaches of the Declaration, By-laws or Rules should be identified and detailed. The unit owner should be informed that the Board has a statutory obligation to enforce these Rules and that if compliance is not immediately achieved the matter will be referred to the Corporation's solicitor and any subsequent legal fees incurred in securing compliance will be charged back to the unit by way of common expenses as (and if) provided for in the Declaration.

Should a matter escalate to the point where lawyers become involved, the first step is for the lawyer to send a letter to the offending unit holder notifying of the lawyer's involvement. The contents of the letter are very similar to the last letter to be sent by Property Management, but includes more exact estimates of the legal fees associated with compliance proceedings. Often the receipt of a letter from a law firm is a key component to securing compliance.

At this point the compliance route becomes largely dependent on the specific conduct at issue. Disputes over the terms of the

Declaration, By-laws or Rules are required to proceed through mediation and then arbitration under the *Condominium Act*. Depending on the specific issue, the lawyers will often recommend an appropriate mediator or arbitrator for the dispute. If mediation and arbitration fails to secure compliance, the Corporation may proceed to the Ontario Superior Court of Justice to obtain a compliance order. Once a court order has been obtained, it can be enforced through contempt proceedings or through the local sheriff.

In some circumstances it will be possible to proceed directly to Court to obtain a compliance order. If the offending conduct is likely to injure an individual of the community or cause damage to property, the *Condominium Act* does not require the Corporation to first proceed with mediation or arbitration. This process is generally reserved for extreme cases.

Ultimately each dispute is unique and the appropriate response will be dictated by the facts of that case. Ensuring appropriate record keeping and initial response procedures are in place will help reduce the complexities of future compliance matter and reduce the costs of conflict for the Corporation.

(Originally published on January 19, 2011 on the Condo Reporter blog. To comment on this article, please visit http://www.condoreporter.com/disturbances/strategy-for-condo-enforcement/).

ENDNOTES

1. http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_98c19_e.htm

TERMINATING DEVELOPER AGREEMENTS BY CONDO CORPORATIONS

By: Barbara Holmes

By Section 112[1] of the *Condominium Act* (the "*Act*") permits the new board elected after the turnover of the Corporation to terminate certain types of agreements for the supply of goods, services or facilities entered into by the Corporation prior to the turnover. The rationale for this section is that condominium corporations should not be bound by "sweetheart deals" made by the Declarant, that may not be in the best interests of the Corporation. A recent court decision, *Lexington on the Green Inc. v. TSCC No. 1930*[2] considered whether Section 112 would allow a Corporation to terminate its obligation to purchase a manager's residence unit from the Declarant.

The Corporation's Declaration stated that the Corporation was obligated to purchase from the Declarant the residence manager unit, one parking unit and a storage locker for a specified price within 120 days after registration of the Declaration. The Disclosure Statement also set out in language similar to the Declaration the Corporation's obligation to purchase those units. In addition, the first-year operating budget for the Corporation showed the mortgage payments for the units as a budget item.

After registration of the condominium, but prior to turnover by the Declarant to the purchaser-elected board, the Corporation entered into an agreement of purchase and sale with the Declarant, on the terms set out in the Declaration. The purchaser-elected board passed a resolution purporting to terminate the agreement of purchase and sale pursuant to Section 112 of the *Act*.

At trial the judge agreed that the board could terminate the agreement and also ordered that the provision in the Declaration which obligated the Corporation to purchase the units be amended to state that such obligation was subject to Section 112 of the *Act*.

This decision was reversed on appeal. The appeal court determined that there is a distinction in the Act between

obligations created by the Corporation's Declaration and obligations arising out of legally binding contracts between two or more parties. Based on this distinction a Corporation cannot rely on section 112 to terminate obligations created in the Corporation's Declaration. In the Lexington on the Green case this meant that the actual agreement of purchase and sale could be terminated, but the obligation contained in the Declaration to purchase the units could not be terminated.

There are lessons to be learned from this case. Before attempting to terminate any agreement, condominium boards should check to see if the agreement relates to an obligation imposed on the Corporation under its Declaration. Developers should ensure that obligations to purchase units, equipment or other facilities from the Declarant and to enter into mortgages/loan agreements relating to such purchases are clearly set out in both the Declaration and the Disclosure Statement and also reflected in the budget, in order to avoid having these obligations terminated by the purchaser-elected board.

(Originally published on December 17, 2010 on the Condo Reporter blog. To comment on this article, please visit http://www.condoreporter.com/board-of-directors/terminating-developer-agreements-by-condo-corporations-1/).

ENDNOTES

1. http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_98c19_e.htm#BK136

2. http://www.canlii.org/eliisa/highlight.do?text=Lexington+on+the+Green+Inc.&language=en&searchTitle=Ontario&path=/en/on/onca/doc/2010/2010onca751/2010onca751.html

VIDEO SURVEILLANCE - BREACH OF PRIVACY

By: Denise Lash

Boards of Directors of condominium corporations are often faced with the challenge of determining what is adequate security for their communities. What levels of security are needed to prevent theft, vandalism and ensure that residents live in a safe and secure community?

One of the contributing factors in altering the level of security services is the concern about fees and costs for additional security. The board of directors will have to determine whether the owners are prepared for increases in their monthly fees in order to have a more secure community.

At the heart of any decision being made by a board, is the continued safety and security of the community. The board will often ascertain what security concerns the residents have and will try to determine the best way to address those concerns.

There is no doubt that what is deemed adequate security for one condominium may be considered inadequate for the next. The key is knowing what the residents concerns are and determining what works best to satisfy and protect their needs within the community.

Some condominium corporations install video surveillance cameras and in certain instances, install connections to board member's units or other unit owners to allow the viewing of feeds from the corporation's security cameras in the common elements from their units. Others may just have monitors for the concierge and/or management office.

Owners and residents expect to have their privacy maintained in their homes and would most likely not want board members to monitor their activities on the common elements of the corporation through security cameras. It is for this reason, that keeping those feeds monitored by trained security personnel for the purposes of safety and security of the condominium property and not by board members or other units owners, is often the best course of action for boards to follow. Allowing

board members or other residents to view video surveillance tapes or feed could raise issues as to the misuse of information. The issues of privacy of residents and the use of video surveillance cameras was dealt with before the Office of the Information & Privacy Commissioner for British Columbia[1].

This involved Shoal Point Strata Council which Council had installed video surveillance cameras on the exterior doors of the condominium building, the parkade, in the pool area and near the fitness centre.

Although the Council installed the cameras for security purposes, the information obtained by the Council was also used to enforce their by-laws, such as dress code infractions, smoking or drinking in prohibited areas and dogs walking in the building contrary to the by-laws. The residents who brought the complaint before the Commissioner, believed that the use of cameras should be restricted to cases where there were specific security breaches or investigations. The Council's position was that the video footage had been used to identify potential security breaches and serious concerns including safety hazards, potential theft, attempts to abuse or damage property, loitering outside of exterior doors and parking ramps and attempted break-ins. Some examples of those incidents in which the video was useful were: vehicles struck at the entry gate causing damage, vehicle backing up and breaking a window in the parkade, handicapped lift over the pool damaged when used as a swing, weights dropped in weight room causing damage and noise disturbance, fight breaking out in parkade, persons diving into the 3 foot deep pool and creating a real safety risk. The Council's position was that it considered the loss of privacy proportionate to the benefit gained.

The Adjudicator found that the Council was not in compliance with the *Personal Information Protection Act* (PIPA) and ordered the following:

- Shoal Point was required to provide the adjudicator with a decription of the location, prominence and wording of its signs to notify individuals of video surveillance.
- Shoal Point was to provide to the adjudicator a list of the employees and strata council officials, by title, who have access to the video surveillance system.
- Confirmation that Shoal Point was in compliance with PIPA with respect to the video surveillance on the exterior doors and parkade for the purposes of preventing unauthorized entry, theft or the threat to personal safety or damage to property.
- Shoal Point was required to disable the two video cameras in the pool area and the one outside the fitness room. If later the Council determines that there is evidence of threats or unauthorized entry, theft or threat to personal safety or damage to property, the cameras could be restored.
- Shoal Point was not permitted to use the video surveillance system for by-law enforcement.
- Shoal Point was to discontinue the use of the video surveillance system to provide access to resident units via television cable system.
- Discontinued use by security staff and member of council of daily viewing of footage from cameras in absence of complaints or evidence re unauthorized entry, theft or threat of personal safety or damage to property.

Condominium Corporations should be reviewing their video surveillance procedures, determining the proper location and placement of cameras and setting policies and procedures with respect to the monitoring of the video feed. The implementation of those procedures should reflect the real security risks faced in their communities and taking great care in ensuring that the privacy of their residents are not compromised.

(Originally published on December 7, 2010 on the Condo Reporter blog. To read comments on this article, please visit: http://www.condoreporter.com/privacy-safety-security/video-surveillance—-breach-of-privacy/).

ENDNOTES

1. http://www.oipc.bc.ca/pdfs/private/PrivacyGuidelines_StrataCorp(JAN2011).pdf

HOARDERS IN CONDO UNITS

By: Denise Lash

On September 24th, 2010, a fire occurred in an apartment building[1] at 200 Wellesley Street East in Toronto in a suite that was known to property management as a hoarder's unit. Supposedly steps had been taken to deal with the suite, but obviously not done soon enough. The fire occurred and luckily did not end up with the loss of any lives but displaced 1200 people from their homes.

Condominium Corporations have the same challenges as apartment building owners and should be viewing this latest incident as a warning sign that hoarding should be taken very seriously and when discovered it is important to move quickly.

We recently encountered two condominium corporations who discovered that they had unit owners in their buildings whose units looked like the homes portrayed on the show "Hoarders"[2].

It was only when management entered the units for common element repairs, that they discovered that the units were uninhabitable, a safety hazard and health risk to both the residents and other residents in the building.

The *Condominium Act* (the "*Act*") allows a condominium corporation to go directly to court to commence an application before the courts under Section 117 of the *Act*, to obtain an order where a situation exists that poses a threat to any residents or potential damages to the property.

First steps are to notify the Fire Department and they will often involve the police to force entry to the unit if required. It is important that management and/or the board, always be accompanied by one or two witnesses when entering a unit, to avoid allegations of theft.

Notice should be given to the owner to clean up the unit and if the owner fails to do so the condominium corporation can proceed to clean the unit under Section 92 of the *Act* and charge the costs back to the unit owner.

If the owner or occupant prevents the condominium corporation from entering the unit or the condominium corporation does not want to get involved in the removal, a court application can be commenced under Section 117 of the *Act*.

I recently had a discussion with Chief Fire Prevention Officer, Dave Cirouch of the City of Burlington, who has encountered these situations and I was surprised how common they are. Mr. Cirouch did say that the Fire Department does have authority to remove items from the unit but will not do so even if they obtain an inspection order, because of liability issues. There is a program called "Gatekeepers" run by the Catholic Family Services of Hamilton, which often is used by the Fire Departments in that Halton region to work with the occupants of the unit.

The program started in Hamilton in 2005, expanding into Burlington and Oakville in 2009 and is now across Halton. After discussion with Judit Zsoldos, a manager with Gatekeepers, I was astonished to hear that since 2005, the Hamilton Gatekeepers program has handled over 400 cases of hoarding and severe self-neglect, which is called Diogenes Syndrome dealing with ages groups over 55. The gender statistics show that 75 per cent of those cases relate to females.

According to Ms. Zoldos, she is only aware of one agency in Toronto, Extreme Cleaning[3], which only assists with cleaning and helps clients stay independent. This is operated by VHA Home Health Care and their phone number is 416-489-2500. This is different than Gatekeepers but at least gives some assistance to those in need.

It is clear that additional funding is needed to deal with this ever increasing problem. In the meantime property management companies and condominium corporations should move quickly when they discover a unit that has the potential to cause harm or injury to others.

(Originally published on November 9, 2010 on the Condo Reporter blog. To read comments on this article, please visit: http://www.condoreporter.com/privacy-safety-security/hoarders-in-condo-units/).

ENDNOTES

1. http://toronto.ctv.ca/servlet/an/local/CTVNews/20101006/wellesley-street-fire-health-hoarding-101006/20101006/
2. http://www.aetv.com/hoarders/index.jsp
3. http://www.vha.ca/our-services/extreme-cleaning.html

ANNOUNCEMENTS

The Condo Report is pleased to announce that Shawn Pulver has joined Heenan Blaikie as the new head of our Condominium Litigation Group, part of the firm's present Condominium group.

Shawn has represented condominium corporations, land developers, private businesses, and industrial lenders and has appeared before the Ontario Superior Court of Justice (including Estates Court and Commercial List), Ontario Court of Appeal, Tax Court of Canada, Federal Court of Appeal and the License Appeal Tribunal.

He has also acted as counsel in trials before the Tax Court of Canada and the Ontario Superior Court of Justice, and has successfully appeared before the Ontario Court of Appeal in the precedent setting case of York Region Vacant land Condominium Corp. No. 968 v. Schickedanz Bros. Ltd. (2006).

We would like to welcome Shawn to Heenan Blaikie LLP. Please look for blog posts from Shawn in the near future.

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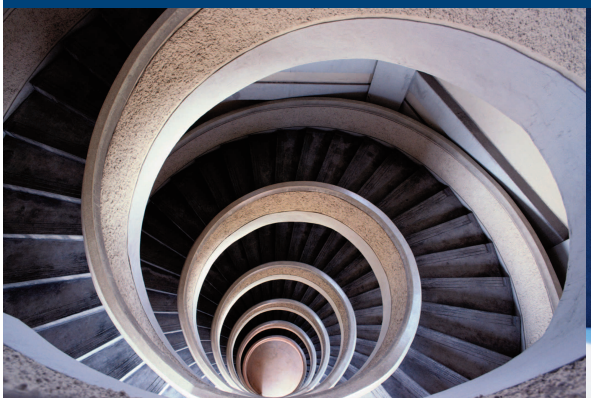

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