

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERICAL LIST)**

B E T W E E N:

CITY OF TORONTO

Applicant

- and -

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

**REPLY MOTION RECORD OF THE RECEIVER
(RETURNABLE ON JUNE 29, 2026)**

May 22, 2026

WEIRFOULDS LLP

Barrister & Solicitors
66 Wellington Street West, Suite 4100
P.O. Box 35, Toronto-Dominion Centre
Toronto, ON M5K 1B7

Philip Cho (LSO # 45615U)

pcho@weirfoulds.com

Tel: 416.365.1110

**Lawyers for the Receiver,
TDB Restructuring Limited**

TO: THE SERVICE LIST

SERVICE LIST

TDB Restructuring Limited 65 Queen Street West, Suite 605 Toronto, ON M5H 2M5 Arif Dhanani adhanani@tdbadvisory.ca Bryan Tannenbaum btannenbaum@tdbadvisory.ca Tel: 647.725.0183 Receiver	WeirFoulds LLP Barristers & Solicitors 66 Wellington Street West, Suite 4100 TD Bank Tower, P.O. Box 35 Toronto, ON M5K 1B7 Philip Cho (LSO # 45615U) pcho@weirfoulds.com Kelsey Ivory (LSO# 75071M) kivory@weirfoulds.com Tel: 416.365.1110 Counsel to the Receiver
City Solicitor's Office City of Toronto 55 John Street Station 1260, 26th floor, Metro Hall Toronto, ON M5V 3C6 Mark Siboni (LSO #50101V) mark.siboni@toronto.ca Tel: 416.392.9786 Ryan Krahn (LSO #74645M) ryan.krahn@toronto.ca Tel: 416.338.1395 Lawyers for the Applicant	Betty's Law Office 2300 Yonge St., Suite 1600 Toronto, ON M4P 1E4 Courtney Betty (LSO #28347U) betty@bettyslaw.com Tel: 416.972.9472 Lawyers for the Respondent
CANADA REVENUE AGENCY c/o Department of Justice Ontario Regional Office The Exchange Tower, Box 36 130 King Street West, Suite 3400 Toronto, ON M5X 1K6 AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca	MINISTRY OF FINANCE (ONTARIO) Lega; Services Branch 33 King Street West, 6th Floor Oshawa, ON L1H 8H5 insolvency.unit@ontario.ca

EMAIL

adhanani@tdbadvisory.ca; btannenbaum@tdbadvisory.ca; pcho@weirfoulds.com;
kivory@weirfoulds.com; mark.siboni@toronto.ca; ryan.krahn@toronto.ca;
betty@bettyslaw.com; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca;
insolvency.unit@ontario.ca;

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TAB 1



TDB Restructuring Limited
Licensed Insolvency Trustee

65 Queen St. West, Suite 605
Toronto, ON M5H 2M5

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

**IN THE MATTER OF THE RECEIVERSHIP OF
HARRY SHERMAN CROWE HOUSING COOPERATIVE INC.**

**SUPPLEMENT TO THE FOURTH REPORT TO THE COURT OF
TDB RESTRUCTURING LIMITED**

MAY 22, 2026

Court File No. CV-22-00688248-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CITY OF TORONTO

Applicant

-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

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1.0 INTRODUCTION

1. By order of the Ontario Superior Court of Justice (the “**Court**”) dated March 14, 2023, RSM Canada Limited was appointed receiver and manager (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Harry Sherman Housing Cooperative Inc. (“**HSC**” or the “**Co-op**”) acquired for, or used in relation to a business carried on by HSC, including all proceeds thereof.
2. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver.
3. This report (the “**Supplemental Report**”) is the supplement to the fourth report to the Court of the Receiver dated March 30, 2026 (the “**Fourth Court Report**”) and should be read in conjunction with the Fourth Court Report.
4. Capitalized terms, unless otherwise expressly defined, shall have the meaning set out in the Fourth Court Report.

1.1 Purpose of the Fourth Supplemental Report

5. The purpose of the Supplemental Report is to provide the Court with information in reply to the responding motion record dated May 14, 2026 (the “**Responding Record**”) and clarify certain matters raised in the Responding Record and appendices thereto.

2.0 RESPONSE TO THE RESPONDING RECORD

6. The Receiver’s comments with respect to certain of the issues raised in the Responding Record are set out below. As preliminary comments, the Receiver:
 - a) has not addressed every matter raised in the Responding Record and cannot speak: (i) to events that transpired prior to the Receiver’s appointment; and (ii) for the City of Toronto (the “**City**”); and
 - b) understands that many of the items raised in the Responding Record and appendices thereto have been addressed in the City’s application for the appointment of the Receiver and in prior reports.

2.1 Financial Position and Stability of the Co-op

7. At paragraphs 3, 11, 60 and 61 of the response (the “**Response**”) to the Receiver’s motion record dated March 31, 2026 (the “**Receiver’s Motion Record**”) contained in the Responding Record, various comments have been made in connection with the ability of the board of directors (the “**Board**”) to appropriately manage and govern the financial affairs of the Co-op, the inability of the Receiver to demonstrate the current financial stability of the Co-op and with regard to the statement of receipts and disbursements of the Receiver for the period March 14, 2023 to March 20, 2026 (the “**Receiver’s R&D**”). The Receiver comments as follows:

- a) attached hereto as **Appendix “A”** is the Notice and Statement of the Receiver pursuant to S. 245/246 of the *Bankruptcy and Insolvency Act* (the “**Notice**”). The Notice sets out over \$1 million of arrears owing to various creditors, including over \$680,000 owed to York University for water, electricity and property taxes, over \$225,000 owed to Sinai Plumbing, \$22,000 owed to H&S Building Supplies and over \$18,000 owed to Enbridge Gas, among others. The Receiver submits that from the date of its appointment forward, all obligations of the Co-op have been paid in the ordinary course of business. This does not include pre-receivership obligations of the Co-op;
- b) while the Responding Record addresses the excess of receipts over disbursements in the Receiver’s R&D of \$177,377 as an indicator of “financial stability or financial improvement” and sets out that members have allegedly expressed ongoing dissatisfaction with the Receiver and CFDI’s management of the Co-op, the Responding Record fails to consider the expenditures made by the Receiver on repairs and maintenance over the duration of the Receiver’s appointment. Including funding provided by the City of Toronto for capital repairs, the Receiver has spent over \$1.7 million in repairs and maintenance, excluding HST, in connection with the Co-op, which includes structural, building systems, common area and in-suite repairs.
- c) paragraph 61 confuses the financial position of the Co-op with the excess of receipts and disbursements in the Receiver’s R&D. The financial position of the Co-op is set out in its annual audited financial statements. Copies of the Co-op’s annual audited financial statements for the years ended June 30, 2022 to June

30, 2025 are attached hereto as **Appendix “B”** and a summary of the balance sheets extracted therefrom is set out below.

IN THE MATTER OF THE RECEIVERSHIP OF HARRY SHERMAN CROWE HOUSING COOPERATIVE INC. SUMMARY OF BALANCE SHEETS AS AT JUNE 30, 2022, 2023, 2024 AND 2025 (IN \$000'S)				
	2022	2023	2024	2025
ASSETS				
Current assets	\$ 617	\$ 833	\$ 1,209	\$ 579
Long-term assets	8,192	7,020	5,827	5,488
Total assets	\$8,809	\$7,853	\$ 7,036	\$ 6,067
LIABILITIES				
Current liabilities	\$ 1,257	\$ 953	\$ 998	\$ 857
Mortgage - current portion	1,171	1,241	1,317	1,396
Long-term liabilities	7,021	5,779	4,894	3,883
Total liabilities	\$ 9,449	\$7,973	\$ 7,209	\$ 6,136
Replacement reserve fund	-	-	48	162
Contributed surplus	10	10	10	10
Accumulated deficit	(650)	(130)	(231)	(241)
	\$8,809	\$7,853	\$ 7,036	\$ 6,067

8. The Receiver notes the following in connection with the balance sheets of the Co-op:
- as at June 30, 2022, the current assets of the Co-op were \$617,000 and current liabilities, excluding the current portion of mortgage payable, were \$1.3 million. As at June 30, 2025, the current assets of the Co-op were \$579,000 and current liabilities, excluding the current portion of the mortgage payable, were \$857,000. This shows a significant improvement in the ratio of current assets to current liabilities;
 - as at June 30, 2022 and 2023, the Co-op's replacement reserve fund for major capital repairs had been completely used to renovate certain units and the balance was \$0. As at June 30, 2025, the Receiver has established a replacement reserve fund of \$161,560, notwithstanding the level of repairs and maintenance undertaken by the Receiver;
 - the Co-op's accumulated deficit has reduced from \$650,000 as at June 30, 2022 to \$241,000 as at June 30, 2025, which is a difference of \$409,000;
 - the auditor disclaimed its opinion on the June 30, 2023 financial statements and included a note regarding material uncertainty as to whether the Co-op could continue as a going concern; whereas, the auditor expressed clean opinions on the June 30, 2024 and 2025 financial statements; and

- e) in addition to the improvement in the audited financial statements, all monthly and annual reporting to the City of Toronto has been completed to its satisfaction.
9. The foregoing is directly contrary to the assertion made in the Responding Record regarding the Receiver being unable to demonstrate or support its narrative of operational stabilization. Clearly, while the Co-op continues to experience challenges from a financial perspective, primarily as a result of the extensive repairs and maintenance expenditures required, the Co-op has been and continues to improve its financial position, which takes time considering the level of financial distress the Co-op was in at the time of the Receiver's appointment.
 10. Paragraph 61 speaks to a mischaracterization in connection with the deterioration in the financial position of the Co-op and the increase in fees for property management, the Receiver and its counsel being the causes of same. The Responding Record fails to recognize that the increase in these costs is cumulative and not year-over-year. In addition, the previous reports of the Receiver and materials submitted by the City of Toronto (the "**City**") have repeatedly stated that:
 - a) the Receiver and its counsel's fees have all been fully funded by the City. There is no financial impact of these fees on the Co-op. The Receiver and its counsel do not pay themselves until their fees have been funded by the City; and
 - b) the City has funded the Receiver and its counsel's fees on the basis that it is the City that initiated the receivership. The Co-op would not be entitled to the additional subsidies that have been funded by the City specifically for the Receiver and its counsel's fees.
 11. The Receiver fails to understand why the professional fees are being objected to by the Board, yet again, when it has made it expressly clear that the Co-op is not funding same. The Receiver is not aware of any objections to it and its counsel's fees by the City of Toronto, which is the party funding these fees.

2.2 Attempt to Undermine Receiver in Presentation of Options

2.1 Organizing the Community Meeting

12. On April 16, 2026, the Receiver was advised by CFDI that a member of the Co-op sought access to the community room for the purpose of holding a members' meeting to discuss the Receiver's Motion Record and the court documents. The Receiver communicated with the member, Sharon Richards, to facilitate the holding of the members' meeting.
13. At the time that Ms. Richards corresponded with the Receiver regarding the use of the Community Room and the meeting, and Betty's Law Office, the Co-op's general email (harrysherman@bellnet.ca) and Receiver's counsel were all copied. Ms. Richards did not indicate that she was working together with Mr. Betty to organize the meeting. Mr. Betty did not indicate that he was participating in the meeting.
14. The Receiver facilitated the organization of the meeting by directing CFDI to print copies of materials for use of the meeting. The Receiver did so on the basis of information provided Ms. Richards as to the purpose of the meeting and the proposed agenda for the meeting. Attached hereto as **Appendix "C"** is a copy of the (1) flyer giving notice of the meeting; (2) agenda; and (3) information document (the "**Summary**", and together with the flyer and the agenda, the "**Meeting Materials**") summarizing the Receiver's Motion Record.
15. The agenda provides for meeting that purports to describe the Receiver's Motion in "neutral" and "even-handed" manner. Specifically, the agenda indicates that in relation to the Options, "no recommendation will be made – this segment is designed to inform so that members can form their own views". The agenda also indicates that "a note-taker will record key themes."
16. The Summary provides some critical comments of the receivership process under a section entitled "Red Flags – Critical Issues for Counsel to Investigate". Under this section, a number of issues are critical and cautionary in relation to the Receiver's actions and the relief sought by the Receiver on its motion. The Receiver expects a level of scrutiny by the members. However, the Receiver notes several issues are summarized that are critical of the Board and Mr. Betty, namely that:

- a) The Board may be a legal fiction due to governance and procedural issues;
 - b) Whether Mr. Betty and his firm were ever properly retained;
 - c) Whether Mr. Betty's conduct in the proceeding "suggests a strategy of obstruction without constructive engagement";
 - d) The allegations that indicate serious misconduct by prior Board members; and
 - e) The harm caused by the Board's opposition to allowing the Receiver to approve membership applications.
17. Based on the content of the Summary, it remained the Receiver's understanding that the meeting would be an opportunity for members to openly discuss the role of Mr. Betty and the Board throughout the receivership proceeding. While Ms. Richard's identified references to "counsel" as being Mr. Betty, the Receiver did not understand this to mean that Mr. Betty would be the "counsel" to speak to members at the meeting.

2.2 Conduct of Meeting

18. The Responding Record describes a community organized meeting held on April 30, 2026. Though the Receiver itself did not attend this meeting, the Receiver learned from attendees that Mr. Betty was not only present, via zoom, but that he spoke for a large portion of the meeting, identifying himself as counsel for the members. The Receiver understands that Mr. Betty did not disclose his prior engagement as lawyer for the Board (against which serious allegations regarding its conduct in relation to members' interests have been raised).
19. Based on information obtained from members that attended the meeting, the Receiver has serious concerns regarding the conduct of the meeting and Mr. Betty's participation.
20. The Receiver has assured these members that their identity will be kept confidential by the Receiver as these members have advised that they fear reprisal from certain other members of the Co-op, particularly members of the Board, certain former members of the Board, and their friends and family. The Receiver understands that the reprisal efforts in the past include allegations of verbal abuse, threats to have

members evicted, and even physical vandalism to members' property (such as motor vehicles). The level of intimidation is such that many members keep to themselves and avoid raising any concerns or question conduct as they believe their security of tenure in their member unit would be put in jeopardy. The Receiver is prepared, if the Court requests same, to file a confidential report under a sealing order identifying the members and the nature of their specific evidence.¹

21. For the purpose of this Supplemental Report, whether the allegations of these members can be verified or not is not material. Rather, it is material that the affiants in the Responding Record do not appear to represent the totality of members despite statements to that effect.
22. The information provided to the Receiver by some of these members is of serious concern. The Receiver understands that:
 - a) Mr. Betty told the members that the Receiver (Bryan Tannenbaum) is connected to outside private interests trying to take over the property (such as Maple Leaf Sports and Entertainment and/or Larry Tanenbaum), that the building could be sold and residents displaced, and that residents were at risk of losing their homes. For the sake of clarity, Bryan Tannenbaum has no familial relation to Larry Tanenbaum or any interest in Maple Leaf Sports and Entertainment;
 - b) Mr. Betty told members that the Receiver's "motto" is to take homes away from people and that the Receiver's goal was to take the building as it was worth millions;
 - c) Members were led to believe that once the mortgage is paid off, the property would be owned by the Co-op. This is another misstatement that the Receiver has commented on in a prior report. The Co-op is situate on leased lands, under a lease with York University. The mortgage is a reference to the building mortgage loan advanced to construct the building on leased lands, with mortgage payments flowing through from the Service Manager (the City) pursuant to a mortgage subsidy program under the *Housing Services Act, 2011*. The mortgage

¹ As of the date of this Supplemental Report, the Receiver, through its counsel, has received communications from eleven unique members indicating concern with the conduct of the community meeting and members of the prior Board.

is a mortgage interest in the leasehold interest of the Co-op, not a freehold interest in the lands. As such, when the mortgage has been fully paid out, the Co-op will have an unencumbered tenancy interest in the property under a lease, not an ownership interest;

- d) Members were told that a popular member-led homework club was cancelled because the Receiver, through CFDI, insisted on charging a usage fee for the community room which was no longer affordable. The Receiver and CFDI have made it clear on several occasions that there is no fee for community use of the community room, but only for private events, as per the Co-op's pre-existing policy; and
- e) Members were given inaccurate information about the Co-op's financial position and discretion to use funds received from the City. The Receiver had addressed this issue in a prior Report but this misstatement was repeated again to the members.

23. Members that contacted the Receiver's counsel summarized their concerns as follows:

- a) Meeting concerns – These members have questions as to who organized and influenced the content of the meeting, the accuracy of the information shared with other residents and possible conflicts of interest. These members noted that the active participants in the meeting were Mr. Betty who had been counsel for the prior Board, former Board members (Sharon Richards and Clinton Reid, a non-resident), and other individuals that had past or current involvement in the governance issues leading to the Receiver's appointment;
- b) Misrepresentations and fear mongering – These members identified several statements that appeared inaccurate or simply false that were advanced in the meeting. The statements created fear in the community, mislead residents and inappropriately affects their ability to make informed decisions. These members are concerned that the confusion will undermine the members' trust in the overall integrity of the process;
- c) EIQ Forms – These members expressed concerns around the appropriateness of rallying members to submit EIQ Forms at this stage, particularly in the context of misinformation and fear created during the meeting.

- d) 311 Records – These members noted that the period of review was limited to after the Receiver’s appointment and does not give a fair point of comparison without records prior to the Receivership. These members note that prior to the Receiver’s appointment, the Co-op was already dealing with ongoing maintenance problems, property standards issues and multiple complaints raised to outside organizations.
 - e) Homework club – One of the members was surprised to learn about the homework club issue at the meeting and approached CFDI to complain. This member learned that the information presented at the meeting was not accurate and that CFDI never charged for use of the community room for the homework club. This member learned that the discontinuation of the homework club was a result of the person that ran the homework club losing funding to operate.
 - f) Selection of Mr. Betty – These members noted that Mr. Betty had not been successful in preventing the receivership. These members raised concerns that members were not given any opportunity to consider or decide on the choice of counsel, no general meeting was held for this purpose, and that certain members do not believe that Mr. Betty should continue to represent the Co-op.
 - g) Moving Forward – These members made it clear that the former Board members should not return to lead the Co-op and the members need time to rebuild trust to move forward. These members identified immediate needs as accountability, reconciliation and time for the Co-op to stabilize.
24. As a result, based on the information available to the Receiver, the conduct of the meeting raises two important issues.
- a) First, there is a conflict-of-interest concern that ought to be reviewed by the Court. Mr. Betty previously indicated that he represented the Co-op’s former Board, which engaged in inappropriate conduct that led to the Receivership. Mr. Betty has been involved in these proceedings on behalf of the former Board since the initiation of these proceedings (and initially opposed the appointment of the Receiver). The legal position of that former Board is in conflict with the legal interests of the membership given the findings of the Receiver reported in the Second Report. Mr. Betty cannot at the same time represent the interests of the

former Board and its members, while representing the interest of the membership at large.

- b) Second, the conduct of the meeting, under what appears to be Mr. Betty's guidance, was intended to undermine the Receiver's efforts to engage in the consultation process, which is the very subject of the upcoming motion. Despite the Meeting Materials representing that the information in the Receiver's Motion Record would be presented in a neutral way, as described by certain members, the meeting created a tremendous sense of fear, and sought to rally the members into seeing the only viable option as returning the Co-op to the Board. In the Responding Record, Mr. Betty does not hide from this position as he argues in support of Option 1, and submits that the mere fact that the Receiver has put forward the other options to transition out of Receivership is indicative of the Receiver's malintent. Notwithstanding the conflict issue, Mr. Betty has clearly engaged in conduct intended to undermine the proposed consultation process that the Receiver seeks to approve at the Motion in June. Rather than utilize the generous timetable set by this Court to seek a funding order and engage in any consultative process with the Receiver, Mr. Betty instead chose to thwart the Receiver's consultation process before it had an opportunity to start.
25. The Receiver expected that feedback, if any, from the Board would have been with respect to the voting procedures, the logistics for the proposed Town Hall meeting, and the style and approach to the information to ensure that members could receive a fair and fulsome understanding of the Options, and then exercise their voice in respect of the future of the Co-op. In the Receiver's view, given the relief sought on the motion, it is inappropriate to critique the viability and appropriateness of the Options at this stage, particularly in the absence of the Receiver.
26. As a result of Mr. Betty's conduct and that of the other individuals that organized the community meeting, the Receiver will be required take extra steps to dispel the inaccuracies presented by Mr. Betty, including that the residents are at risk of losing their homes or being displaced through this process.

3.0 REPLY TO AFFIDAVIT OF SHARON RICHARDS

27. The Receiver's comments with respect to certain aspects of the supporting affidavit of Sharon Richards' sworn on May 13, 2026 (the "**Richards Affidavit**") are set out below.
28. Paragraph 10 of the Richards Affidavit states "We are ready. We are capable. We are financially stable enough to move forward." Nowhere in Ms. Richards' affidavit does she demonstrate or provide any evidence that she, the current Board or any members of the Co-op have taken any courses or made any effort towards educating themselves on governance or finance and her statement that the Co-op is financially stable directly contradicts the assertion in the Responding Record that the Receiver has not been able to demonstrate the financial stability of the Co-op and that there has been a deterioration in same since the Receiver's appointment.
29. At paragraph 11 of the Richards Affidavit, Ms. Richards refers to a proposed advisory board. There are no details in the Responding Record or the Richards Affidavit of such a board, nor are there any materials throughout the Responding Record in its entirety from any proposed advisory board members confirming that they are willing to serve on such an advisory board.
30. At paragraph 17 of the Richards Affidavit, Ms. Richards' alleges that several professionals participating in the meeting on April 30, 2026 volunteered their assistance and expertise in areas such as housing operations, auditing, governance, finance, redevelopment, cybersecurity, and community programming. None of these professionals have been named and their qualifications in connection with these areas has not been provided.
31. Paragraph 20 of the Richards Affidavit appends a compilation of completed governance candidate packages from residents who expressed interest at the meeting held on April 30, 2026 in becoming directors or participating in a future governance structure for the Co-op. The Receiver submits that it canvassed all of the members of the Co-op regarding their interest in serving on the board of directors prior to writing the Fourth Report and as set out in the Fourth Report, the Receiver only received eight responses. As set out in the Fourth Report, despite the lack of members submitting

forms, the Receiver continues to recommend Options that include a newly elected board, to be put to the members as part of the proposed voting process.

32. At paragraph 31 of the Richards Affidavit, Ms. Richards refers to the lack of responsiveness by the Receiver and CFDI regarding member concerns and attaches various communications from members of the Co-op as examples. The Receiver's responses to the communications attached to Ms. Richards' affidavit are set out below.

3.1 Communication from Barlu Dumbuya

33. At Exhibit S.R.3 of the Richards Affidavit is a communication from Ms. Barlu Dumbuya. The Receiver comments as follows:

- a) as the Court can appreciate, the state of the Co-op at the time of the Receiver's appointment was dire. There were a significant number of matters to address, including, amongst others, communicating with MCAP to facilitate timely mortgage payments and implementing a mechanism to make payments for same, communicating with utilities providers, including York University, to advise them of the receivership proceedings, addressing member concerns about the initiation of the receivership administration, communicating with the Co-op's bank in order to transition the Co-op's bank accounts to the Receiver's on-line banking platform, reviewing, assessing and replacing numerous trades with trades that the Receiver and/or CFDI have worked with before to ensure regular, reliable and cost efficient service, arranging for outstanding reporting to the City of Toronto and the Co-op's audit, all of which were overdue, to be completed;
- b) the premises of the Co-op is an older building with numerous ongoing maintenance and repair issues, which include structural, common area and in-unit issues. As set out in previous reports of the Receiver, many of the buildings' systems, including the boilers, elevators and air handling units had not been maintained regularly and attending to these systems as a matter of safety was a top priority. Funding all required maintenance and repair costs continues and will continue to be an issue without unlimited funds;

- c) after its appointment, on the basis that the Receiver originally started with only \$38,368.30 in the Co-op's operating bank account, it sought emergency operating funding from the City of Toronto and obtained same in June 2023. After receipt of the operating funding in June 2023, the Receiver sought, with CFDI's input, to deal with the most critical items requiring attention in connection with the premises and operations of the Co-op;
- d) The deficiencies set out in Ms. Dumbuya's communication and as stated therein, were a direct result of the contractor engaged by the Board, prior to the Receiver's appointment, not completing work for which it was paid. The Receiver questions why the Board authorized payment to the contractor for completion of Ms. Dumbuya's unit without confirming that all work had been completed. The deficiencies in Ms. Dumbuya's unit were brought to the Receiver's attention at the end of July 2023;
- e) in August 2024, the Receiver sought quotes from various contractors to attend to the work in Ms. Dumbuya's unit, in addition to various other units requiring attention. Contractors were required to attend at the premises, assess the work to be completed and provide quotes. The Receiver received quotes towards the end of August and in September 2023 and deployed various contractors to complete work in the various units on a priority basis; and
- f) the Receiver appreciates that, in the face of numerous competing priorities, the timing for completion of the various deficiencies in Ms. Dumbuya's unit may have been delayed and may have caused her inconvenience; however, the Receiver notes that based on the pictures attached to Ms. Dumbuya's communication, it appears that her unit was one of the units selected for complete renovation by the Board. The unit appears to have brand new counters, kitchen backsplash, flooring paint and cabinets. This is markedly different from certain other units where members have experienced rotting kitchen counters, flooding, insect infestations, mould and other issues. As a result, the Receiver prioritized addressing the conditions in these other more severely neglected units.

3.2 Communication from Adeshola Agbaje-Ojo

34. At Exhibit S.R.4 of the Richards Affidavit is a communication from Ms. Adeshola Agbaje-Ojo. The Receiver comments as follows:

- a) a portion of Ms. Agbaje-Ojo's letter to Mr. Betty, specifically the second-last paragraph of the first page of same, appears to intentionally mislead the Court into believing that her son ("**Toni**") was charged a rental fee of \$250 per use for use of the community room and a \$100 deposit to hold the homework club. This is simply untrue. Attached hereto as **Appendix "D"** is an email chain between the Receiver and CFDI regarding use of the community room for the homework club. Nowhere in this email chain does it indicate that the Receiver or CFDI charged Toni for use of the community room to hold the homework club. In fact, the Receiver requested of CFDI that it clean out the Co-op's library so that Toni could use the library on an ongoing basis to hold the homework club to avoid any insinuations by the membership about the continued pilfering of food donations by certain members, which food is stored in the community room;
- b) the Receiver charged a one-time rental fee of \$150 for rental of the community room and a \$100 deposit for a private New Year's Eve dinner to be held for the parents and children of the homework club. The use of the community room for private events bears a rental fee and damage deposit, which deposit is to be refunded to the renter upon inspection of and confirmation that no damage occurred to the community room during the private event and this policy was in place prior to the Receiver's appointment. A copy of the Receiver's correspondence with CFDI regarding the private event is attached hereto as **Appendix "E"**; and
- c) at paragraph 2 of Ms. Agbaje-Ojo's letter, she states that "He (Toni) independently sought grants and funding to support the initiative and purchased educational resources, including IXL access, so that participating students could receive additional academic practice and enrichment opportunities outside of school hours." It is the Receiver's understanding that the homework club was discontinued on the basis that the funding received by Toni for the homework club was no longer available.

3.3 Communication Exchange between CFDI and Ms. Richards

35. At Exhibit S.R.5 of the Richards Affidavit is a communication between Ms. Richards and CFDI regarding a smart thermostat. The Receiver comments as follows:

- a) while Ms. Richards has attached a portion of the exchange between her and CFDI regarding the issues experienced with the smart thermostat in her unit, which she herself installed, she has not attached the full exchange. Attached hereto as **Appendix “F”** is the full exchange with Ms. Richards regarding the matter;
- b) in Ms. Richards’ email of March 7, 2026, she states “I do not accept the assertion that it (the smart thermostat) is inherently incompatible with the furnace system. Furthermore, I did not receive sufficient detailed evidence or explanation from your office to substantiate the claim that the thermostat is causing, or will cause, damage to the furnace or result in operational issues.” On the basis that Ms. Richards required sufficient detailed evidence to substantiate the claim that the thermostat was causing issues, the Receiver obtained a signed letter from Senior Technician at Diversatech Mechanical Ltd. (“**Diversatech**”), a well-known and established HVAC trade. A copy of Diversatech’s letter, which was both emailed to and provided in hard copy to Ms. Richards, forms part of Exhibit E;
- c) the Receiver notes that in CFDI’s March 25, 2026 email, CFDI provides Ms. Richards with the option of keeping a smart thermostat in her home, with the caveat that she would be responsible for any malfunction of the furnace, or replacing same with a standard thermostat. In the event that a standard thermostat was installed, the Co-op would be responsible for furnace issues; and
- d) to the Receiver’s knowledge, Ms. Richards has failed, to date, to notify CFDI of which option she prefers. The Receiver assumes that Ms. Richards continues to use the smart thermostat and that the cost of future issues with the furnace in her unit will be borne by her.

36. Ms. Richards refers to the state of disrepair of the deck of townhouse 35 and provides pictures of same. On May 12, 2026, CFDI brought to the attention of the Receiver the state of disrepair of the decks of townhouses 30, 35 and 37 and provided pictures and quotes for repair of same. On that same day, the Receiver approved the quotes for the repair of the decks for townhouses 35 and 37 and on May 14, 2026, the Receiver

approved the quote for the repair of the deck for townhouse 30. Attached hereto as **Appendix “G”** is an email exchange between CFDI and the contractor engaged to repair the decks with the requisite approvals.

4.0 REPLY TO AFFIDAVIT OF SAREEDA NUR

37. Much of what is contained in Ms. Nur’s affidavit has been responded to previously in this report and the Receiver does not intend to repeat same.
38. With respect to paragraph 8 of Ms. Nur’s affidavit which refers to copies of certain Freedom of Information Act materials and copies of complaints from residents, which are attached thereto as Exhibit S.N.1, the Receiver submits that this issue has been raised in the supporting affidavit of Ms. Rosell Kerr sworn June 6, 2025 (the “**Kerr Affidavit**”) and the Receiver has responded to the complaints in the Receiver’s third supplement to its second report dated June 11, 2025 (the “**Third Supplement to the Second Report**”). A copy of the Kerr Affidavit is attached hereto as **Appendix “H”** and a copy of the Third Supplement to the Second Report, without appendices, is attached hereto as **Appendix “I”**.

5.0 CONCLUSION

39. Based on the foregoing, the Receiver respectfully requests that the Court grant the orders requested in the Fourth Court Report.

All of which is respectfully submitted to this Court as of this 22nd day of May 2026.

TDB RESTRUCTURING LIMITED, solely in its capacity as Receiver and Manager of Harry Sherman Crowe Housing Cooperative Inc. and not in its personal or corporate capacity

Per:



Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

APPENDIX A

**IN THE MATTER OF THE RECEIVERSHIP OF
HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.
NOTICE AND STATEMENT OF RECEIVER**

(PURSUANT TO SECTION 245(1) AND 246(1) OF THE BANKRUPTCY AND INSOLVENCY ACT)

The receiver gives notice and declares that:

1. On the 14th day of March, 2023, the undersigned RSM Canada Limited was appointed by the Ontario Superior Court of Justice as receiver (the “**Receiver**”) in respect of all of the assets, undertakings and properties of Harry Sherman Crowe Housing Co-Operative Inc. (the “**Co-op**”), that are described below:

<u>Assets</u>	<u>Net Book Value**</u>
Cash	\$ 98,829.12
Prepaid assets	25,859.40
Accounts receivable	480,819.38
Capital assets	<u>9,289,332.98</u>
Total	<u>\$9,894,840.88</u>

** Net book values are those of the Co-op as at March 15, 2023 as provided to the Receiver by the Property Manager of the Co-op.

2. The receivership of the Co-op occurred on March 14, 2023 and RSM Canada Limited was appointed receiver and manager, pursuant to section 85(7) of the Housing Services Act (“**HSA**”).
3. The undersigned became a receiver in respect of the property described above (the “**Property**”) by virtue of being appointed by the Ontario Superior Court of Justice.
4. The undersigned took possession and control of the Property described above on the 15th day of March, 2023.
5. The following information relates to the receivership:
 - a) Address of the Debtor: 51 The Chimneystack Road, North York, Ontario M3J 3L9
 - b) Principal line of business: Social housing co-operative located on the lands of York University.
 - c) A list of creditors, and the amount owed to each creditor, relating to the Property is attached hereto. The attached list of creditors has been compiled by the Receiver based on information available and has not been audited or verified by the Receiver. The fact that persons are receiving this notice or are included on the creditors list does not mean that it has been determined that they are a creditor or that if they are a creditor, that their claim is admitted in the amount set out on that list.
 - d) The Receiver intends on working towards ensuring that the Co-op is compliant with the **HSA**.

e) Contact person for the Receiver:

Caitlin Caradonna
RSM Canada Limited
11 King Street West
Suite 700, PO Box 27
Toronto, Ontario M5H 4C7
Telephone: (647) 727-3630
Facsimile: (647) 730-1345
E-mail: caitlin.caradonna@rsmcanada.com

Dated at Toronto this 22nd day of March, 2023.

RSM CANADA LIMITED, in its capacity as private Receiver
of Harry Sherman Crowe Housing Co-Operative Inc. and not
in its personal or corporate capacity

Per:



Arif Dhanani, CPA, CA, CIRP, LIT
Vice-President

**IN THE MATTER OF THE RECEIVERSHIP OF
HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**

LIST OF CREDITORS

<u>Secured Creditor</u>	Amount
MCAP Financial Corporation	\$ 8,287,007.04

<u>Other Creditors</u>	
Name	Amount
ACS Mechanicals	\$ 10,389.34
Appliance Canada	10,107.85
AW Plumbing Services	12,972.40
Betty's Law	18,424.21
Cancom Security Inc.	4,350.50
Cintas Canada Limited	1,162.03
City Water International	67.00
Co-Operative Housing Federation of Toronto	9,829.24
Coast Wholesale Appliances Inc.	1,157.11
Enbridge	18,061.13
Epiphany Fire Alarm Security Services Ltd.	2,901.28
Franklin Electric	1,779.75
H&S Building Supplies Ltd.	22,683.38
HD Supply	3,905.64
Helwins Maintenance Services	2,056.60
Home Depot Credit Services	724.08
K Paint Town Services	24.45
Leac Shield	749.22
Lesia Facey	535.50
Miscellaneous Vendor	1,371.00
Precise Park Link	161.19
Royal Roofing & Contracting	7,661.40
Saltcreek Landscaping & Snow Removal Inc.	13,673.00
Sherwin Williams Co.	92.21
Sinai Plumbing Inc.	225,570.60
Sun Out Glass Coating & Tint	1,695.00
Thyssenkrupp Elevator Ltd.	18,353.49
Xerox Canada	1,243.80
XTG Elevators	2,373.00
York University Finance Department	682,205.32
Total	<u><u>\$ 1,076,280.72</u></u>

Supplementary mailing list

Office of the Superintendent of Bankruptcy
Canada Revenue Agency
Minister of Finance Bankruptcy and Insolvency Unit

APPENDIX B

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

FINANCIAL STATEMENTS

JUNE 30, 2023

22 Stancroft Drive, Richmond Hill, Ontario L4C 4N1
Tel: 905 884-6320 Fax: 905 884-6346
Email: andrew.vahrmeyer@outlook.com



INDEPENDENT AUDITOR'S REPORT

To RSM Canada Limited, solely in its capacity as court appointed receiver and manager of Harry Sherman Crowe Housing Co-operative Inc. and the City of Toronto

Disclaimer of Opinion

We were engaged to audit the accompanying financial statements of Harry Sherman Crowe Housing Co-operative Inc. (the "Co-operative"), which comprise the balance sheet as at June 30, 2023 and the statements of revenues, expenditures and accumulated deficit, and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

We do not express an opinion on the accompanying financial statements of the Co-operative. Because of the significance of the matters described in the Basis for Disclaimer of Opinion section of our report, we have not been able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion on these financial statements.

Basis for Disclaimer of Opinion

Management was unable to provide certain written representations required by Canadian Auditing Standards Section 580, Written Representations, pertaining to the period prior to the Receiver's appointment on March 14, 2023. These representations include, but are not limited to, management's responsibility for preparing the financial statements in conformity with the Co-operative's financial reporting framework, providing all relevant information and access as agreed in the terms of the audit engagement, representing that all transactions have been recorded and are reflected in the financial statements, management's responsibility for the Co-operative's compliance with laws, regulations, and contractual obligations, and the presence or absence of fraud or suspected fraud.

Material Uncertainty Related to Going Concern

We draw attention to Note 1 in the financial statements which indicates that the Co-operative has an accumulated deficit of \$130,405 as at June 30, 2023 and a replacement reserve fund balance of \$Nil. As stated in Note 1, these events or conditions, along with other matters as set forth in Note 1, indicate that a material uncertainty exists that may cast significant doubt about the Co-operative's ability to continue as a going concern. Our disclaimer of opinion is not modified in respect of this matter.

Emphasis of Matter - Basis of Accounting and Restriction on Distribution and Use

We draw attention to Note 2 to the financial statements, which describes the basis of accounting. The financial statements are prepared to assist the Co-operative to comply with the financial reporting provisions of the HSA. As a result, the financial statements may not be suitable for another purpose. Our report is intended solely for the Co-operative and the City of Toronto and should not be distributed to or used by parties other than the Co-operative or the City of Toronto. Our disclaimer of opinion is not modified in respect of this matter.

Other Matter

The financial statements for the year ended June 30, 2022 were audited by another auditor who included a disclaimer of opinion on those financial statements on October 17, 2022 for the reasons described in the Basis for Disclaimer of Opinion section.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the financial reporting provisions of the HSA, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Co-operative's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Co-operative or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Co-operative's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our responsibility is to conduct an audit of the Co-operative's financial statements in accordance with Canadian generally accepted auditing standards and to issue an auditor's report. However, because of the matters described in the Basis for Disclaimer of Opinion section of our report, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion on these financial statements.

We are independent of the Co-operative in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements.



Andrew T. Vahrmeyer Professional Corporation

Authorized to practice public accounting by the
Chartered Professional Accountants of Ontario

Richmond Hill, Ontario
December 20, 2023

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**BALANCE SHEET****AS AT JUNE 30, 2023**

	2023	2022
ASSETS		
Current		
Cash	\$ 218,321	\$ 112,002
Short term investments (Note 3)	162,404	160,803
Members' receivable (net of allowance 2023 - \$6,412, 2022 - \$6,412)	30,241	43,486
HST rebate receivable	226,217	140,490
Government subsidy receivable	169,532	128,190
Other accounts receivable	26,154	3,547
Prepaid expenses	<u>94</u>	<u>28,311</u>
	832,963	616,829
Tangible capital assets (Note 5)	<u>7,020,514</u>	<u>8,191,884</u>
	\$ 7,853,477	\$ 8,808,713
LIABILITIES, RESERVE FUNDS AND ACCUMULATED DEFICIT		
Current		
Accounts payable and accrued liabilities (Note 7)	\$ 363,413	\$ 777,302
Members' rent deposits	124,786	117,771
Accrued mortgage payment	135,089	135,089
Government subsidy payable	292,119	153,238
HST payable	2,795	362
Deferred housing charge revenue	34,841	72,812
Current portion of mortgage payable (Note 6)	<u>1,240,946</u>	<u>1,171,370</u>
	2,193,989	2,427,944
Mortgage payable, net of current portion (Note 6)	<u>5,779,568</u>	<u>7,020,514</u>
	7,973,557	9,448,458
Replacement reserve fund (Note 8)	-	-
Contributed surplus	10,325	10,325
Accumulated deficit	<u>(130,405)</u>	<u>(650,070)</u>
	\$ 7,853,477	\$ 8,808,713

See accompanying notes to financial statements.

Approved by: RSM Canada Limited, solely in its capacity as court-appointed
receiver and manager of Harry Sherman Crowe Housing Co-operative Inc.,
and not in its personal or corporate capacity



HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

STATEMENT OF REVENUES, EXPENDITURES AND ACCUMULATED SURPLUS

FOR THE YEAR ENDED JUNE 30, 2023

	2023 ACTUAL	2023 BUDGET	2022 ACTUAL
	(Note 13)		
Revenues			
Housing charges:			
Market	\$ 1,247,563	\$ 1,101,216	\$ 1,157,807
Rent geared to income	315,887	1,189,740	322,290
Utility charges	29,424	-	29,394
City of Toronto subsidy (Note 9):			
Original estimate	1,766,216	693,682	1,538,280
Year end reconciliation	(102,407)	-	(100,255)
Parking	99,690	100,761	86,132
Laundry	23,460	10,000	20,766
Investment income (loss)	2,175	-	(10,047)
Other	17,676	2,299	1,393
Recovery upon receivership - 2023 expenditures (Note 10)	<u>457,653</u>	<u>-</u>	<u>-</u>
	<u>3,857,337</u>	<u>3,097,698</u>	<u>3,045,760</u>
Expenditures			
Administrative overhead (Schedule 1)	486,066	187,358	270,715
Amortization of tangible capital assets	1,159,656	907,869	1,086,455
Bad debts (recovery)	2,232	3,000	(1,538)
Insurance	112,902	80,000	101,429
Repairs and maintenance (Schedule 2)	658,319	440,586	714,250
Mortgage interest	445,202	713,201	518,403
Municipal taxes	186,843	168,600	178,891
Utilities (Schedule 3)	474,162	443,000	436,960
Allocation to replacement reserve fund	<u>109,583</u>	<u>120,000</u>	<u>105,663</u>
	<u>3,634,965</u>	<u>3,063,614</u>	<u>3,411,228</u>
Shelter excess (deficiency) of revenues over expenditures before undernoted	222,372	\$ 34,084	(365,468)
Sector support (Schedule 4)	<u>7,219</u>	<u>23,568</u>	<u>7,369</u>
Excess (deficiency) of revenues over expenditures before undernoted	229,591	\$ 57,652	(358,099)
Recovery upon receivership - 2022 expenditures (Note 10)	<u>326,548</u>	<u>-</u>	<u>-</u>
Excess (deficiency) of revenues over expenditures	556,139	<u>\$ 57,652</u>	(358,099)
City prior period reconciliation adjustment (Note 11)	(36,474)		-
Accumulated deficit, beginning of year	<u>(650,070)</u>		<u>(291,971)</u>
Accumulated deficit, end of year	<u>\$ (130,405)</u>		<u>\$ (650,070)</u>

See accompanying notes to financial statements.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**STATEMENT OF CASH FLOWS****FOR THE YEAR ENDED JUNE 30, 2023**

	2023	2022
Cash provided by (used in)		
Operating activities		
Excess (deficiency) of revenues over expenditures	\$ 556,139	\$ (358,099)
City of Toronto prior period reconciliation adjustment	(36,474)	-
Non-cash items		
Amortization of tangible capital assets	1,171,370	1,097,450
Allocation to replacement reserve fund	<u>109,583</u>	<u>105,663</u>
	1,800,618	845,014
Net changes in		
Members' receivable	13,245	(22,593)
HST rebate receivable	(85,727)	(31,920)
Government subsidy receivable	(41,342)	540
Other accounts receivable	(22,607)	(2,063)
Prepaid expenses	28,217	8,083
Accounts payable and accrued liabilities	(413,889)	354,954
Members' rent deposits	7,015	(4,791)
Deferred housing charge revenue	(37,971)	40,871
Government subsidy payable	138,881	98,578
HST payable	<u>2,433</u>	<u>(1,367)</u>
	<u>1,388,873</u>	<u>1,285,306</u>
Financing activities		
Repayment of mortgage payable	<u>(1,171,370)</u>	<u>(1,097,450)</u>
Investing activities		
Expenditures from replacement reserve fund	(110,990)	(105,663)
Change in short-term investments	(1,601)	10,047
Investment income on replacement reserve funds	<u>1,407</u>	<u>-</u>
	<u>(111,184)</u>	<u>(95,616)</u>
Increase in unrestricted cash	106,319	92,240
Unrestricted cash, beginning of year	<u>112,002</u>	<u>19,762</u>
Unrestricted cash, end of year	<u>\$ 218,321</u>	<u>\$ 112,002</u>

See accompanying notes to financial statements.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2023

NATURE OF ORGANIZATION

Harry Sherman Crowe Housing Co-operative Inc. (the "Co-operative") was incorporated under the Co-operative Corporations Act on September 29, 1988, as a corporation without share capital to provide subsidized housing. The Co-operative became fully operational on its interest adjustment date of July 1, 1993. A board of directors is elected from the Co-operative's membership which is made up of residents.

The Co-operative is exempt from tax under section 149(1)(l) of the Income Tax Act as a corporation operating exclusively for social welfare. No portion of the Co-operative's income is available for the personal benefit of any member.

On March 14, 2023, RSM Canada Limited was appointed as receiver and manager of the Co-operative as per a court order of the Ontario Superior Court of Justice.

1. GOING CONCERN

While the financial statements have been prepared on the basis of accounting principles applicable to a going concern, several adverse conditions and events cast some doubt upon the validity of this assumption. As at June 30, 2023, the Co-operative has an accumulated deficit of \$130,405, a replacement reserve fund equity balance of \$Nil, and a working capital deficiency. If not for the recovery upon the appointment of the receiver (Note 10), the Co-operative would have incurred an operating loss for the year. The Co-operative is in need of significant capital and operating repairs, which will require external sources of financing in order to fund. There is no guarantee that the Co-operative will receive additional subsidies or other funding from the City of Toronto.

The Co-operative's continued existence is dependent upon its ability to eliminate its accumulated deficit and meet current and future obligations. In addition, refer to Note 14 regarding the Co-operative's reliance on significant government subsidies.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2023

2. SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

These financial statements have been prepared in accordance with the significant accounting policies set out below to comply with the financial reporting framework prescribed by the Housing Services Act (the "HSA") and guidelines provided by the City of Toronto (the "City"). This framework, used in these financial statements, is in accordance with Canadian Accounting Standards for Not-For-Profit Organizations, subject to the following material exceptions:

- (i) Amortization of tangible capital assets includes amortization of the leasehold interest in land and is equal to the principal repaid on the related mortgage, rather than over the useful lives of the related assets. In determining mortgage principal repaid, an accrual is made for the amount of mortgage principal to be repaid on the first day following the Co-operative's year end;
- (ii) Capital assets funded by grant funding are amortized over the period in which the Co-operative meets the conditions of the grant agreement or at the time of repayment of the grant funding, rather than amortized over their estimated useful lives;
- (iii) The replacement reserve is funded by annual appropriations from operations based on amounts approved by the City of Toronto;
- (iv) Capital expenditures, unless otherwise funded by debt or grant funding, are expensed in the year of acquisition to the replacement reserve fund or to the statement of revenues, expenditures and accumulated surplus rather than capitalized and amortized over their estimated useful lives; and
- (v) Investment income earned on the restricted cash and investments of the replacement reserve fund is credited directly to the reserve fund rather than operations.

Financial Instruments

The Co-operative initially measures all of its financial assets and liabilities at fair value. Subsequently, all financial assets and financial liabilities are measured at amortized cost, except for investments in equity instruments that are quoted in an active market, which are measured at fair value. Changes in fair value are recognized on the statement of revenues, expenditures and accumulated surplus in the period incurred, except for changes to replacement reserve fund investments, which are recognized directly to the reserve fund.

Replacement Reserve Fund

The Co-operative is required to maintain a replacement reserve fund for the purpose of funding major asset repairs and replacement. This replacement reserve fund is funded by an annual charge to operations.

Cash and investments of the replacement reserve fund are externally restricted and can only be used for major asset repairs and replacement.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2023

2. SIGNIFICANT ACCOUNTING POLICIES - continued

Tangible Capital Assets

Tangible capital assets are comprised of the leasehold interest in land and building shelter costs and equipment as they existed at the interest adjustment date per the Certified Audited Statement of Final Capital Costs. Subsequent purchases of tangible capital assets, unless otherwise funded by debt or grant funding, are expensed or charged to the replacement reserve fund in the year acquired.

Revenue Recognition

Housing and utility charges are recognized at the beginning of each month, when they are due.

Government subsidies from the City of Toronto are recorded using the deferral method of accounting for contributions.

Laundry machines are provided by a third party. Laundry revenue is recognized when collected which occurs on a monthly basis.

Parking revenue is recognized on an accrual basis corresponding with the period during which the right to use the space is provided.

Sector support revenues are collected with housing charges and are recognized at the beginning of each month, when they are due.

All other income is reported on an accrual basis as it is earned.

Use of Estimates

The preparation of financial statements requires management to make assumptions about future events that effect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Key components of the financial statements requiring management to make estimates include the provision for doubtful accounts in respect of receivables. Actual results could differ from these estimates.

3. SHORT-TERM INVESTMENTS

As at June 30, 2023, short-term investments consist of \$162,404 (2022 - \$160,803) invested in the Encasa Canadian short-term bond fund distributed by Worldsource Financial Management Inc.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2023

4. FINANCIAL INSTRUMENTS

The significant financial risks to which the Co-operative is exposed are credit risk, market risk, and liquidity risk.

Credit risk

Credit risk is the risk of financial loss should a counter-party in a transaction fail to meet its obligations. The Co-operative has exposure to credit risk to the extent that some members may fall into housing charge arrears. To manage this risk, member arrears are reviewed on a monthly basis. Further, member deposits are taken, in order to reduce credit exposure.

Market risk - consisting of price and interest rate risk

Market risk is the risk of potential financial loss caused by fluctuations in the fair value of future cash flow of financial instruments due to changes in market conditions. The Co-operative has exposure to price and interest rate risk in that investments in debt and equity instruments may fluctuate based on changes in market prices (caused by other than interest rates) and interest rate fluctuations. The Co-operative does not engage in any hedging or derivative transactions to manage market risk.

As the City subsidy funding fully contributes towards the cost of mortgage payments, the Co-operative is not exposed to interest rate risk on its mortgage.

Liquidity risk

Liquidity risk is the risk that the Co-operative encounters difficulty in meeting its financial obligations as they come due. The Co-operative's objective is to maintain a sufficient level of working capital in order to ensure it always has cash available to meet these obligations. The Co-operative's most significant short term liabilities include accounts payable and accrued liabilities, members' rent deposits, the accrued mortgage payment, and government subsidy payable.

As the City subsidy funding fully contributes towards the cost of mortgage payments, the Co-operative is not exposed to significant liquidity risk on the current portion of its mortgage.

5. TANGIBLE CAPITAL ASSETS

	2023	2022
Leasehold interest and buildings	\$ 23,572,561	\$ 23,572,561
Less: accumulated amortization	<u>16,552,047</u>	<u>15,380,677</u>
Net book value	<u>\$ 7,020,514</u>	<u>\$ 8,191,884</u>

The Co-operative housing was constructed on land leased from York University. The term of lease is 45 years, effective January 31, 1992. The entire lease payment of \$3,533,000 was paid up front and is reflected in the leasehold interest and buildings.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**NOTES TO FINANCIAL STATEMENTS****JUNE 30, 2023****6. MORTGAGE**

	<u>2023</u>	<u>2022</u>
First mortgage - fully insured by Canada Mortgage and Housing Corporation under section 6 of the National Housing Act, payable in blended monthly payments of \$135,089, with interest at 5.94%, maturing July 1, 2028	\$ 7,020,514	\$ 8,191,884
Less: current portion	<u>1,240,946</u>	<u>1,171,370</u>
	<u>\$ 5,779,568</u>	<u>\$ 7,020,514</u>

The principal to be paid over the next five fiscal years is as follows:

2024	\$ 1,240,946
2025	1,316,789
2026	1,396,168
2027	1,480,332
2028	1,569,458

7. PROPERTY TAXES PAYABLE

Included in accounts payable and accrued liabilities are property taxes owing to York University of \$171,875 as of June 30, 2023, which were dated prior to the receivership appointment order on March 14, 2023 (Note 10). These property taxes were paid by York University to the City of Toronto and subsequently charged back to the Co-operative by York University.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**NOTES TO FINANCIAL STATEMENTS****JUNE 30, 2023****8. REPLACEMENT RESERVE FUND**

	2023	2022
Balance, beginning of year	\$ -	\$ -
Allocation from operations	109,583	105,663
Expenditures	(110,990)	(105,663)
Investment income	<u>1,407</u>	<u>-</u>
Balance, end of year	<u>\$ -</u>	<u>\$ -</u>

Replacement reserve fund expenditures consist of the following:

	2023	2022
Unit repair and retrofit	\$ 246,422	\$ 105,663
Community room renovation	56,395	-
Appliances	14,866	-
Recovery upon receivership (Note 10)	<u>(206,693)</u>	<u>-</u>
	<u>\$ 110,990</u>	<u>\$ 105,663</u>

9. CITY OF TORONTO SUBSIDY

	2023	2022
Operating subsidy	\$ 586,544	\$ 496,864
RGI subsidy	667,886	762,270
Property tax subsidy	186,843	178,891
Additional subsidy to address cash flow issues	130,000	-
Additional subsidy to fund receiver fees	<u>92,536</u>	<u>-</u>
	<u>\$ 1,663,809</u>	<u>\$ 1,438,025</u>

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2023

10. RECOVERY UPON RECEIVERSHIP AND CONTINGENT LIABILITIES

Included in the receivership appointment order dated March 14, 2023, issued by the Ontario Superior Court of Justice (the "Court"), are the following court orders:

- (i) no proceeding against or in respect of the Co-operative or the Co-operative's assets and property shall be commenced or continued, except with the written consent of the Receiver or with leave of the Court, and any and all Proceedings currently under way against or in respect of the Co-operative or the Co-operative's assets and property are hereby stayed and suspended pending further order of the Court.
- (ii) all rights and remedies against the Co-operative, the Receiver, or affecting the Co-operative's assets and property, are hereby stayed and suspended, except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the Bankruptcy and Insolvency Act, and further provided that nothing in this paragraph shall: (i) empower the Receiver or the Co-operative to carry on any business which the Co-operative is not lawfully entitled to carry on; (ii) exempt the Receiver or the Co-operative from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

The Receiver is appointed by the Court via an application of the City of Toronto under the Housing Services Act and the Receiver's mandate is not to realize on the property of the Co-operative, but rather to bring the Co-operative back into compliance with the HSA.

As of March 14, 2023, the Co-operative had a significant accumulated deficit and unpaid financial liabilities and there were not sufficient funds for distribution to unsecured creditors. Accordingly, a recovery was recorded to eliminate financial liabilities, which are impacted by the above court orders and for which the Co-operative does not anticipate will be paid.

Additionally, certain legal claims were outstanding against the Co-operative from prior to March 14, 2023 and which are also included in the stay pursuant to the above court orders.

No accrual of costs has been made in these financial statements, with respect to any liabilities which may be realized should the stays be lifted, except for municipal taxes which were originally funded through City of Toronto subsidies, as the outcome is not determinable. Any outstanding liabilities from prior to March 14, 2023 requiring payout will be recorded in the period such payout is determined.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2023

11. CITY OF TORONTO PRIOR PERIOD RECONCILIATION ADJUSTMENT

The original annual information return ("AIR") submitted with the audited financial statements for the year ended June 30, 2021 was rejected by the City due to the inclusion of RGI units which were not properly selected from the City's centralized waiting list. This original AIR calculated the year end reconciliation amount owing back to the City of \$52,983.

The AIR for the year ended June 30, 2021 was amended and resubmitted on August 14, 2023 with a revised reconciliation amount owing back to the City of \$89,457. The difference of \$36,474 between the original and amended annual information returns is recorded as a prior period adjustment pertaining to 2021.

12. MANAGEMENT CONTRACT

The Co-operative has entered into a property management contract with Community First Developments Inc. ("CFDI") for the period from April 24, 2023 to April 30, 2024. This contract may be cancelled by the Co-operative or CFDI by providing at least 60 days written notice or 30 days in the event of default. The contract fees are based on annual rates of \$429,600 plus HST for management and \$25,680 plus HST for accounting, paid monthly in arrears.

13. BUDGET FIGURES

The comparative budget figures included in the statement of revenues, expenditures and accumulated surplus are unaudited.

14. ECONOMIC DEPENDENCE

The continued, sustained operation of Harry Sherman Crowe Housing Co-operative Inc. is dependent on significant government subsidies. Without this level of support the continued existence of the Co-operative is uncertain.

15. TRANSACTIONS WITH MEMBERS

Approximately 45% (2022 - 53%) of the Co-operative's revenue has been derived from or on behalf of members of the Co-operative.

16. UNIT RENOVATION COSTS

Building and equipment repairs and maintenance expenses include \$137,980 (2022 - \$223,272) of unit renovation costs that would have been charged to the replacement reserve fund based on the requirements of City of Toronto Guideline 2018-5, had sufficient funds been available in the replacement reserve fund.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**NOTES TO FINANCIAL STATEMENTS****JUNE 30, 2023**

17. COMPARATIVE FIGURES

Certain of the comparative figures have been reclassified to conform with the current year's presentation.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

SCHEDULES TO STATEMENT OF REVENUES, EXPENDITURES AND ACCUMULATED SURPLUS

FOR THE YEAR ENDED JUNE 30, 2023

	2023 ACTUAL	2023 BUDGET	2022 ACTUAL
(Note 13)			
SCHEDULE 1			
Administrative overhead			
Office and general	\$ 88,025	\$ 33,500	\$ 35,558
Telephone and internet	14,278	15,458	16,619
Management fees	175,644	90,000	130,041
Receiver fees (Note 9)	85,116	-	-
Professional fees	104,417	24,500	64,758
Social and recreation	<u>18,586</u>	<u>23,900</u>	<u>23,739</u>
	\$ 486,066	\$ 187,358	\$ 270,715
SCHEDULE 2			
Repairs and maintenance			
Building and equipment (Note 16)	\$ 371,779	\$ 163,298	\$ 423,490
Elevator	11,225	18,302	22,579
Grounds	64,174	62,715	68,290
Heating and plumbing	125,410	53,353	64,790
Waste removal	57,903	52,705	47,470
Security	<u>27,828</u>	<u>90,213</u>	<u>87,631</u>
	\$ 658,319	\$ 440,586	\$ 714,250
SCHEDULE 3			
Utilities			
Hydro	\$ 195,605	\$ 160,000	\$ 202,800
Gas	94,062	83,000	95,378
Water	<u>184,495</u>	<u>200,000</u>	<u>138,782</u>
	\$ 474,162	\$ 443,000	\$ 436,960
SCHEDULE 4			
Sector support			
Sector support revenue	\$ 23,430	\$ 23,568	\$ 23,580
Sector support amortization	(11,714)	-	(10,995)
Sector support interest	<u>(4,497)</u>	<u>-</u>	<u>(5,216)</u>
	\$ 7,219	\$ 23,568	\$ 7,369

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

FINANCIAL STATEMENTS

JUNE 30, 2024



INDEPENDENT AUDITOR'S REPORT

To TDB Restructuring Limited, solely in its capacity as court appointed receiver and manager of Harry Sherman Crowe Housing Co-operative Inc., and the City of Toronto

Opinion

We have audited the accompanying financial statements of Harry Sherman Crowe Housing Co-operative Inc. (the "Co-operative"), which comprise the balance sheet as at June 30, 2024 and the statements of revenues, expenditures and accumulated deficit, and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Harry Sherman Crowe Housing Co-operative Inc. as at June 30, 2024 and the results of its operations and its cash flows for the year then ended in accordance with the financial reporting provisions of the Housing Services Act (HSA).

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Co-operative in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Material Uncertainty Related to Going Concern

We draw attention to Note 1 in the financial statements which indicates that the Co-operative has an accumulated deficit of \$230,747 as at June 30, 2024, a replacement reserve fund balance of \$47,663, and incurred a loss from operations of \$100,342 for the year ended June 30, 2024. As stated in Note 1, these events or conditions, along with other matters as set forth in Note 1, indicate that a material uncertainty exists that may cast significant doubt about the Co-operative's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Emphasis of Matter - Basis of Accounting and Restriction on Distribution and Use

We draw attention to Note 2 to the financial statements, which describes the basis of accounting. The financial statements are prepared to assist the Co-operative to comply with the financial reporting provisions of the HSA. As a result, the financial statements may not be suitable for another purpose. Our report is intended solely for the Co-operative and the City of Toronto and should not be distributed to or used by parties other than the Co-operative or the City of Toronto. Our opinion is not modified in respect of this matter.

INDEPENDENT AUDITOR'S REPORT - continued

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the financial reporting provisions of the HSA, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Co-operative's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Co-operative or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Co-operative's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Co-operative's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Co-operative's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Co-operative to cease to continue as a going concern.

INDEPENDENT AUDITOR'S REPORT - continued**Auditor's Responsibilities for the Audit of the Financial Statements - continued**

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.



Andrew T. Vahrmeyer Professional Corporation

Authorized to practice public accounting by the
Chartered Professional Accountants of Ontario

Richmond Hill, Ontario
October 22, 2024

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**BALANCE SHEET****AS AT JUNE 30, 2024**

	2024	2023
ASSETS		
Current		
Cash	\$ 42,375	\$ 218,321
Short term investments (Note 3)	563,402	162,404
Members' receivable (net of allowance 2024 - \$30,000, 2023 - \$6,412)	21,308	30,241
HST rebate receivable	341,496	226,217
Government subsidy receivable	140,480	169,532
Other accounts receivable	12,062	26,154
Prepaid expenses	88,036	94
	<u>1,209,159</u>	<u>832,963</u>
Restricted cash and investments (Note 4)	47,663	-
Tangible capital assets (Note 6)	<u>5,779,567</u>	<u>7,020,514</u>
	<u>\$ 7,036,389</u>	<u>\$ 7,853,477</u>
LIABILITIES, RESERVE FUNDS AND ACCUMULATED DEFICIT		
Current		
Accounts payable and accrued liabilities (Note 8)	\$ 469,024	\$ 363,413
Members' rent deposits	153,066	124,786
Accrued mortgage payment	135,089	135,089
Government subsidy payable	212,698	292,119
HST payable	1,372	2,795
Deferred housing charge revenue	27,082	34,841
Current portion of mortgage payable (Note 7)	<u>1,316,789</u>	<u>1,240,946</u>
	<u>2,315,120</u>	<u>2,193,989</u>
Deferred COCHI grant funding (Note 9)	431,250	-
Mortgage payable, net of current portion (Note 7)	<u>4,462,778</u>	<u>5,779,568</u>
	<u>7,209,148</u>	<u>7,973,557</u>
Replacement reserve fund (Note 10)	47,663	-
Contributed surplus	10,325	10,325
Accumulated deficit	<u>(230,747)</u>	<u>(130,405)</u>
	<u>\$ 7,036,389</u>	<u>\$ 7,853,477</u>

See accompanying notes to financial statements.

Approved by: TDB Restructuring Limited, solely in its capacity as court-appointed receiver and manager of Harry Sherman Crowe Housing Co-operative Inc., and not in its personal or corporate capacity



HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

STATEMENT OF REVENUES, EXPENDITURES AND ACCUMULATED SURPLUS

FOR THE YEAR ENDED JUNE 30, 2024

	2024 ACTUAL	2024 BUDGET	2023 ACTUAL
	(Note 15)		
Revenues			
Housing charges:			
Market	\$ 1,305,099	\$ 1,310,748	\$ 1,247,563
Rent geared to income	313,475	296,180	315,887
Utility charges	28,924	-	29,424
City of Toronto subsidy (Note 11):			
Original estimate	1,798,941	1,610,260	1,766,216
Year end reconciliation	(69,639)	-	(102,407)
Parking	108,398	99,800	99,690
Laundry	21,810	26,900	23,460
Investment income	26,391	3,000	2,175
Other	20,527	7,000	17,676
Recovery upon receivership - 2023 expenditures (Note 12)	-	-	457,653
	<u>3,553,926</u>	<u>3,353,888</u>	<u>3,857,337</u>
Expenditures			
Administrative overhead (Schedule 1)	766,463	552,320	486,066
Amortization of tangible capital assets	1,228,537	1,171,370	1,159,656
Bad debts	24,832	3,000	2,232
Insurance	123,166	100,000	112,902
Repairs and maintenance (Schedule 2)	340,105	358,714	658,319
Mortgage interest	376,321	449,699	445,202
Municipal taxes	198,843	184,071	186,843
Utilities (Schedule 3)	485,238	440,000	474,162
Allocation to replacement reserve fund	<u>118,109</u>	<u>118,109</u>	<u>109,583</u>
	<u>3,661,614</u>	<u>3,377,283</u>	<u>3,634,965</u>
Shelter excess (deficiency) of revenues over expenditures before undernoted	(107,688)	\$ (23,395)	222,372
Sector support (Schedule 4)	<u>7,346</u>	<u>23,500</u>	<u>7,219</u>
Excess (deficiency) of revenues over expenditures before undernoted	(100,342)	\$ 105	229,591
Recovery upon receivership - 2022 expenditures (Note 12)	-	-	326,548
Excess (deficiency) of revenues over expenditures	(100,342)	<u>\$ 105</u>	556,139
City prior period reconciliation adjustment (Note 13)	-		(36,474)
Accumulated deficit, beginning of year	<u>(130,405)</u>		<u>(650,070)</u>
Accumulated deficit, end of year	<u>\$ (230,747)</u>		<u>\$ (130,405)</u>

See accompanying notes to financial statements.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2024

	2024	2023
Cash provided by (used in)		
Operating activities		
Excess (deficiency) of revenues over expenditures	\$ (100,342)	\$ 556,139
City of Toronto prior period reconciliation adjustment	-	(36,474)
Non-cash items		
Amortization of tangible capital assets	1,240,946	1,171,370
Allocation to replacement reserve fund	<u>118,109</u>	<u>109,583</u>
	1,258,713	1,800,618
Net changes in		
Members' receivable	8,933	13,245
HST rebate receivable	(115,279)	(85,727)
Government subsidy receivable	29,052	(41,342)
Other accounts receivable	14,092	(22,607)
Prepaid expenses	(87,943)	28,217
Accounts payable and accrued liabilities	105,612	(413,889)
Members' rent deposits	28,280	7,015
Deferred housing charge revenue	(7,759)	(37,971)
Government subsidy payable	(79,421)	138,881
HST payable	<u>(1,423)</u>	<u>2,433</u>
	<u>1,152,857</u>	<u>1,388,873</u>
Financing activities		
Repayment of mortgage payable	(1,240,946)	(1,171,370)
Proceeds from COCHI grant funding	<u>431,250</u>	<u>-</u>
	<u>(809,696)</u>	<u>(1,171,370)</u>
Investing activities		
Expenditures from replacement reserve fund	(71,617)	(110,990)
Change in short-term investments	(400,998)	(1,601)
Change in restricted cash and investments	(47,663)	-
Investment income on replacement reserve funds	<u>1,171</u>	<u>1,407</u>
	<u>(519,107)</u>	<u>(111,184)</u>
Increase (decrease) in unrestricted cash	(175,946)	106,319
Unrestricted cash, beginning of year	<u>218,321</u>	<u>112,002</u>
Unrestricted cash, end of year	<u>\$ 42,375</u>	<u>\$ 218,321</u>

See accompanying notes to financial statements.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**NOTES TO FINANCIAL STATEMENTS****JUNE 30, 2024****NATURE OF ORGANIZATION**

Harry Sherman Crowe Housing Co-operative Inc. (the "Co-operative") was incorporated under the Co-operative Corporations Act on September 29, 1988, as a corporation without share capital to provide subsidized housing. The Co-operative became fully operational on its interest adjustment date of July 1, 1993. A board of directors is elected from the Co-operative's membership which is made up of residents.

The Co-operative is exempt from tax under section 149(1)(l) of the Income Tax Act as a corporation operating exclusively for social welfare. No portion of the Co-operative's income is available for the personal benefit of any member.

On March 14, 2023, RSM Canada Limited (the "Receiver") was appointed as receiver and manager of the Co-operative as per a court order of the Ontario Superior Court of Justice. On March 1, 2024, the name RSM Canada Limited was changed to TDB Restructuring Limited.

1. GOING CONCERN

While the financial statements have been prepared on the basis of accounting principles applicable to a going concern, several adverse conditions and events cast some doubt upon the validity of this assumption. As at June 30, 2024, the Co-operative has an accumulated deficit of \$230,747, a replacement reserve fund equity balance of \$47,663, and a working capital deficiency. The Co-operative incurred a loss from operations of \$100,342 for the year ended June 30, 2024.

The Co-operative is in need of significant capital and operating repairs, which will require external sources of financing in order to fund. Certain of these repairs will be funded through the COCHI grant funding of \$1,437,500 (Note 9), but there is no guarantee that the Co-operative will receive further additional subsidies or other funding from the City of Toronto.

The Co-operative's continued existence is dependent upon its ability to eliminate its accumulated deficit and meet current and future obligations. In addition, refer to Note 16 regarding the Co-operative's reliance on significant government subsidies.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2024

2. SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

These financial statements have been prepared in accordance with the significant accounting policies set out below to comply with the financial reporting framework prescribed by the Housing Services Act (the "HSA") and guidelines provided by the City of Toronto (the "City"). This framework, used in these financial statements, is in accordance with Canadian Accounting Standards for Not-For-Profit Organizations, subject to the following material exceptions:

- (i) Amortization of tangible capital assets includes amortization of the leasehold interest in land and is equal to the principal repaid on the related mortgage, rather than over the useful lives of the related assets. In determining mortgage principal repaid, an accrual is made for the amount of mortgage principal to be repaid on the first day following the Co-operative's year end;
- (ii) Capital assets funded by grant funding are amortized over the period in which the Co-operative meets the conditions of the grant agreement or at the time of repayment of the grant funding, rather than amortized over their estimated useful lives;
- (iii) The replacement reserve is funded by annual appropriations from operations based on amounts approved by the City of Toronto;
- (iv) Capital expenditures, unless otherwise funded by debt or grant funding, are expensed in the year of acquisition to the replacement reserve fund or to the statement of revenues, expenditures and accumulated deficit rather than capitalized and amortized over their estimated useful lives; and
- (v) Investment income earned on the restricted cash and investments of the replacement reserve fund is credited directly to the reserve fund rather than operations.

Financial Instruments

The Co-operative initially measures all of its financial assets and liabilities at fair value. Subsequently, all financial assets and financial liabilities are measured at amortized cost, except for investments in equity instruments that are quoted in an active market, which are measured at fair value. Changes in fair value are recognized on the statement of revenues, expenditures and accumulated deficit in the period incurred, except for changes to replacement reserve fund investments, which are recognized directly to the reserve fund.

Replacement Reserve Fund

The Co-operative is required to maintain a replacement reserve fund for the purpose of funding major asset repairs and replacement. This replacement reserve fund is funded by an annual charge to operations.

Cash and investments of the replacement reserve fund are externally restricted and can only be used for major asset repairs and replacement.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**NOTES TO FINANCIAL STATEMENTS****JUNE 30, 2024****2. SIGNIFICANT ACCOUNTING POLICIES - continued****Tangible Capital Assets**

Tangible capital assets are comprised of the leasehold interest in land and building shelter costs and equipment as they existed at the interest adjustment date per the Certified Audited Statement of Final Capital Costs. Subsequent purchases of tangible capital assets, unless otherwise funded by debt or grant funding, are expensed or charged to the replacement reserve fund in the year acquired.

Revenue Recognition

Housing and utility charges are recognized at the beginning of each month, when they are due.

Government subsidies from the City of Toronto are recorded using the deferral method of accounting for contributions.

Laundry machines are provided by a third party. Laundry revenue is recognized when collected which occurs on a monthly basis.

Parking revenue is recognized on an accrual basis corresponding with the period during which the right to use the space is provided.

Sector support revenues are collected with housing charges and are recognized at the beginning of each month, when they are due.

All other income is reported on an accrual basis as it is earned.

Use of Estimates

The preparation of financial statements requires management to make assumptions about future events that effect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Key components of the financial statements requiring management to make estimates include the provision for doubtful accounts in respect of receivables. Actual results could differ from these estimates.

3. SHORT-TERM INVESTMENTS

As at June 30, 2024, short-term investments consist of a redeemable term deposit of \$440,290 (2023 - \$Nil), earning interest at a rate of 4.65% per annum, maturing January 16, 2025, and \$123,112 (2023 - \$162,404) invested in the Encasa Canadian short-term bond fund distributed by Worldsource Financial Management Inc.

Subsequent to the year end, in July 2024, the Co-operative fully liquidated the Worldsource investments and transferred the cash to the operating bank account.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2024

4. RESTRICTED CASH AND INVESTMENTS

The Co-operative has established a replacement reserve fund for capital expenditures. Cash and investments held in this replacement reserve fund are to be segregated from cash balances available for current use and income earned from their investment is returned to the replacement reserve fund.

As at June 30, 2024, the restricted cash and investments include \$47,663 (2023 - \$Nil) invested in the Encasa Canadian short-term bond fund distributed by Worldsource Financial Management Inc.

Subsequent to the year end, in July 2024, the Co-operative fully liquidated the Worldsource investments and transferred the cash to the operating bank account.

5. FINANCIAL INSTRUMENTS

The significant financial risks to which the Co-operative is exposed are credit risk, market risk, and liquidity risk.

Credit risk

Credit risk is the risk of financial loss should a counter-party in a transaction fail to meet its obligations. The Co-operative has exposure to credit risk to the extent that some members may fall into housing charge arrears. To manage this risk, member arrears are reviewed on a monthly basis. Further, member deposits are taken, in order to reduce credit exposure.

Market risk - consisting of price and interest rate risk

Market risk is the risk of potential financial loss caused by fluctuations in the fair value of future cash flow of financial instruments due to changes in market conditions. The Co-operative has exposure to price and interest rate risk in that investments in debt and equity instruments may fluctuate based on changes in market prices (caused by other than interest rates) and interest rate fluctuations. The Co-operative does not engage in any hedging or derivative transactions to manage market risk.

As the City subsidy funding fully contributes towards the cost of mortgage payments, the Co-operative is not exposed to interest rate risk on its mortgage.

Liquidity risk

Liquidity risk is the risk that the Co-operative encounters difficulty in meeting its financial obligations as they come due. The Co-operative's objective is to maintain a sufficient level of working capital in order to ensure it always has cash available to meet these obligations. The Co-operative's most significant short term liabilities include accounts payable and accrued liabilities, members' rent deposits, the accrued mortgage payment, and government subsidy payable.

As the City subsidy funding fully contributes towards the cost of mortgage payments, the Co-operative is not exposed to significant liquidity risk on the current portion of its mortgage.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**NOTES TO FINANCIAL STATEMENTS****JUNE 30, 2024****6. TANGIBLE CAPITAL ASSETS**

	<u>2024</u>	<u>2023</u>
Leasehold interest and buildings	\$ 23,572,561	\$ 23,572,561
Less: accumulated amortization	<u>17,792,994</u>	<u>16,552,047</u>
Net book value	<u>\$ 5,779,567</u>	<u>\$ 7,020,514</u>

The Co-operative housing was constructed on land leased from York University. The term of lease is 45 years, effective January 31, 1992. The entire lease payment of \$3,533,000 was paid up front and is reflected in the leasehold interest and buildings.

7. MORTGAGE

	<u>2024</u>	<u>2023</u>
First mortgage - fully insured by Canada Mortgage and Housing Corporation under section 6 of the National Housing Act, payable in blended monthly payments of \$135,089, with interest at 5.94%, maturing July 1, 2028	\$ 5,779,567	\$ 7,020,514
Less: current portion	<u>1,316,789</u>	<u>1,240,946</u>
	<u>\$ 4,462,778</u>	<u>\$ 5,779,568</u>

The principal to be paid over the next five fiscal years is as follows:

2025	\$ 1,316,789
2026	1,396,168
2027	1,480,332
2028	1,569,458
2029	16,820

8. PROPERTY TAXES PAYABLE

Included in accounts payable and accrued liabilities are property taxes owing to York University of \$171,875 as of June 30, 2024 (2023 - \$171,875), which were dated prior to the receivership appointment order on March 14, 2023 (Note 12). These property taxes were paid by York University to the City of Toronto and subsequently charged back to the Co-operative by York University.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2024

9. COCHI GRANT FUNDING

Under a Canada-Ontario Community Housing Initiative ("COCHI") contribution agreement dated November 29, 2023, the City of Toronto has agreed to provide funding to the Co-operative, solely for the purpose of funding certain eligible capital work as pre-approved under the agreement. The funding is subject to certain conditions and restrictions.

Grant funding as per the agreement is to cover project costs, to a maximum of \$1,437,500 for eligible projects including roof replacement, replacement of fire alarms, repaving of road and parking areas, replacement of uneven paving, ground lighting replacement, common area lighting replacement, elevator modernization, and booster pump replacement. Project costs for eligible work must be committed to or paid to a vendor by March 31, 2025 to be eligible for funding.

The agreement stipulates that the Co-operative remain as an affordable housing provider, as defined under the agreement, and maintain the equipment in a state of good repair for a period of ten years following completion of the work. The Co-operative will be required to return a portion of funds received if these conditions are not met, pro-rated for the portion of the ten year period for which it did not meet the conditions.

As of June 30, 2024, the Co-operative had incurred eligible expenditures of \$Nil (2023 - \$Nil) and received COCHI instalments from the City totalling \$431,250 (2023 - \$Nil).

The Co-operative has committed to the following projects to be completed subsequent to year end.

- (i) Elevator modernization, including consulting, at a cost of \$383,895 plus HST
- (ii) Common area and underground garage lighting retrofit at a cost of \$40,360 plus HST

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**NOTES TO FINANCIAL STATEMENTS****JUNE 30, 2024****10. REPLACEMENT RESERVE FUND**

	2024	2023
Balance, beginning of year	\$ -	\$ -
Allocation from operations	118,109	109,583
Expenditures	(71,617)	(110,990)
Investment income	<u>1,171</u>	<u>1,407</u>
Balance, end of year	<u>\$ 47,663</u>	<u>\$ -</u>

Replacement reserve fund expenditures consist of the following:

	2024	2023
Unit repair and retrofit	\$ 34,334	\$ 246,422
Roof repairs	28,751	-
Water pump	8,532	-
Community room renovation	-	56,395
Appliances	-	14,866
Recovery upon receivership (Note 12)	<u>-</u>	<u>(206,693)</u>
	<u>\$ 71,617</u>	<u>\$ 110,990</u>

11. CITY OF TORONTO SUBSIDY

	2024	2023
Operating subsidy	\$ 702,915	\$ 586,544
RGI subsidy	606,903	667,886
Property tax subsidy	198,843	186,843
Additional subsidy to address cash flow issues	-	130,000
Additional subsidy to fund receiver fees	<u>220,641</u>	<u>92,536</u>
	<u>\$ 1,729,302</u>	<u>\$ 1,663,809</u>

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2024

12. RECOVERY UPON RECEIVERSHIP AND CONTINGENT LIABILITIES

Included in the receivership appointment order dated March 14, 2023, issued by the Ontario Superior Court of Justice (the "Court"), are the following court orders:

- (i) no proceeding against or in respect of the Co-operative or the Co-operative's assets and property shall be commenced or continued, except with the written consent of the Receiver or with leave of the Court, and any and all Proceedings currently under way against or in respect of the Co-operative or the Co-operative's assets and property are hereby stayed and suspended pending further order of the Court.
- (ii) all rights and remedies against the Co-operative, the Receiver, or affecting the Co-operative's assets and property, are hereby stayed and suspended, except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the Bankruptcy and Insolvency Act, and further provided that nothing in this paragraph shall: (i) empower the Receiver or the Co-operative to carry on any business which the Co-operative is not lawfully entitled to carry on; (ii) exempt the Receiver or the Co-operative from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

The Receiver is appointed by the Court via an application of the City of Toronto under the Housing Services Act and the Receiver's mandate is not to realize on the property of the Co-operative, but rather to bring the Co-operative back into compliance with the HSA.

As of March 14, 2023, the Co-operative had a significant accumulated deficit and unpaid financial liabilities and there were not sufficient funds for distribution to unsecured creditors. Accordingly, a recovery was recorded to eliminate financial liabilities, which are impacted by the above court orders and for which the Co-operative does not anticipate will be paid.

Additionally, certain legal claims were outstanding against the Co-operative from prior to March 14, 2023 and which are also included in the stay pursuant to the above court orders.

No accrual of costs has been made in these financial statements, with respect to any liabilities which may be realized should the stays be lifted, except for municipal taxes which were originally funded through City of Toronto subsidies (Note 8), as the outcome is not determinable. Any outstanding liabilities from prior to March 14, 2023 requiring payout will be recorded in the period such payout is determined.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2024

13. CITY OF TORONTO PRIOR PERIOD RECONCILIATION ADJUSTMENT

The original annual information return ("AIR") submitted with the audited financial statements for the year ended June 30, 2021 was rejected by the City due to the inclusion of RGI units which were not properly selected from the City's centralized waiting list. This original AIR calculated the year end reconciliation amount owing back to the City of \$52,983.

The AIR for the year ended June 30, 2021 was amended and resubmitted on August 14, 2023 with a revised reconciliation amount owing back to the City of \$89,457. The difference of \$36,474 between the original and amended annual information returns is recorded as a prior period adjustment pertaining to 2021.

14. MANAGEMENT CONTRACT

The Co-operative has entered into a property management contract with Community First Developments Inc. ("CFDI") for the period from April 24, 2023 to April 30, 2024. This contract may be cancelled by the Co-operative or CFDI by providing at least 60 days written notice or 30 days in the event of default. The contract fees are based on annual rates of \$429,600 plus HST for management and \$25,680 plus HST for accounting, paid monthly in arrears. This contract was renewed for the period from May 1, 2024 to April 30, 2025 with contract fees based on annual rates of \$439,968 plus HST for management and \$26,712 plus HST for accounting.

15. BUDGET FIGURES

The comparative budget figures included in the statement of revenues, expenditures and accumulated deficit are unaudited.

16. ECONOMIC DEPENDENCE

The continued, sustained operation of Harry Sherman Crowe Housing Co-operative Inc. is dependent on significant government subsidies. Without this level of support the continued existence of the Co-operative is uncertain.

17. TRANSACTIONS WITH MEMBERS

Approximately 51% (2023 - 45%) of the Co-operative's revenue has been derived from or on behalf of members of the Co-operative.

18. UNIT RENOVATION COSTS

Building and equipment repairs and maintenance expenses include \$Nil (2023 - \$137,980) of unit renovation costs that would have been charged to the replacement reserve fund based on the requirements of City of Toronto Guideline 2018-5, had sufficient funds been available in the replacement reserve fund.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**SCHEDULES TO STATEMENT OF REVENUES, EXPENDITURES
AND ACCUMULATED SURPLUS****FOR THE YEAR ENDED JUNE 30, 2024**

	2024 ACTUAL	2024 BUDGET	2023 ACTUAL
(Note 15)			
SCHEDULE 1			
Administrative overhead			
Office and general	\$ 28,269	\$ 21,000	\$ 88,025
Telephone and internet	19,869	14,300	14,278
Management fees	449,129	446,520	175,644
Receiver fees (Note 11)	200,160	-	85,116
Professional fees	45,902	64,000	104,417
Membership dues	<u>23,134</u>	<u>6,500</u>	<u>18,586</u>
	<u>\$ 766,463</u>	<u>\$ 552,320</u>	<u>\$ 486,066</u>
SCHEDULE 2			
Repairs and maintenance			
Building and equipment (Note 18)	\$ 90,654	\$ 143,604	\$ 371,779
Elevator	27,990	19,400	11,225
Grounds	47,847	70,510	64,174
Heating and plumbing	63,295	71,200	125,410
Painting	-	16,000	-
Waste removal	71,136	6,500	57,903
Security	<u>39,183</u>	<u>31,500</u>	<u>27,828</u>
	<u>\$ 340,105</u>	<u>\$ 358,714</u>	<u>\$ 658,319</u>
SCHEDULE 3			
Utilities			
Hydro	\$ 230,875	\$ 160,000	\$ 195,605
Gas	85,745	100,000	94,062
Water	<u>168,618</u>	<u>180,000</u>	<u>184,495</u>
	<u>\$ 485,238</u>	<u>\$ 440,000</u>	<u>\$ 474,162</u>
SCHEDULE 4			
Sector support			
Sector support revenue	\$ 23,556	\$ 23,500	\$ 23,430
Sector support amortization	(12,409)	-	(11,714)
Sector support interest	<u>(3,801)</u>	<u>-</u>	<u>(4,497)</u>
	<u>\$ 7,346</u>	<u>\$ 23,500</u>	<u>\$ 7,219</u>

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

FINANCIAL STATEMENTS

JUNE 30, 2025



INDEPENDENT AUDITOR'S REPORT

To TDB Restructuring Limited, solely in its capacity as court appointed receiver and manager of Harry Sherman Crowe Housing Co-operative Inc., and the City of Toronto

Opinion

We have audited the accompanying financial statements of Harry Sherman Crowe Housing Co-operative Inc. (the "Co-operative"), which comprise the balance sheet as at June 30, 2025 and the statements of revenues, expenditures and accumulated deficit, and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Harry Sherman Crowe Housing Co-operative Inc. as at June 30, 2025 and the results of its operations and its cash flows for the year then ended in accordance with the financial reporting provisions of the Housing Services Act (HSA).

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Co-operative in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter - Basis of Accounting and Restriction on Distribution and Use

We draw attention to Note 1 to the financial statements, which describes the basis of accounting. The financial statements are prepared to assist the Co-operative to comply with the financial reporting provisions of the HSA. As a result, the financial statements may not be suitable for another purpose. Our report is intended solely for the Co-operative and the City of Toronto and should not be distributed to or used by parties other than the Co-operative or the City of Toronto. Our opinion is not modified in respect of this matter.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the financial reporting provisions of the HSA, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Co-operative's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Co-operative or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Co-operative's financial reporting process.

INDEPENDENT AUDITOR'S REPORT - continued

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Co-operative's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Co-operative's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Co-operative to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.



Andrew T. Vahrmeier Professional Corporation

Authorized to practice public accounting by the
Chartered Professional Accountants of Ontario

Richmond Hill, Ontario
October 10, 2025

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

BALANCE SHEET

AS AT JUNE 30, 2025

	2025	2024
ASSETS		
Current		
Cash	\$ 260,654	\$ 42,375
Short term investments (Note 2)	-	563,402
Members' receivable (net of allowance 2025 - \$60,600, 2024 - \$30,000)	29,941	21,308
HST rebate receivable	63,006	341,496
Government subsidy receivable	176,413	140,480
Other accounts receivable	4,026	12,062
Prepaid expenses	<u>45,005</u>	<u>88,036</u>
	579,045	1,209,159
Restricted cash and investments (Note 3)	161,560	47,663
Tangible capital assets (Note 5)	<u>5,325,926</u>	<u>5,779,567</u>
	<u>\$ 6,066,531</u>	<u>\$ 7,036,389</u>
LIABILITIES, RESERVE FUNDS AND ACCUMULATED DEFICIT		
Current		
Accounts payable and accrued liabilities (Note 7)	\$ 387,444	\$ 469,024
Members' rent deposits	160,713	153,066
Accrued mortgage payment	135,089	135,089
Government subsidy payable	133,533	212,698
HST payable	1,273	1,372
Deferred housing charge revenue	39,154	27,082
Current portion of mortgage payable (Note 6)	<u>1,396,168</u>	<u>1,316,789</u>
	2,253,374	2,315,120
Deferred COCHI grant funding (Note 8)	815,678	431,250
Mortgage payable, net of current portion (Note 6)	<u>3,066,610</u>	<u>4,462,778</u>
	6,135,662	7,209,148
Replacement reserve fund (Note 9)	161,560	47,663
Contributed surplus	10,325	10,325
Accumulated deficit	<u>(241,016)</u>	<u>(230,747)</u>
	<u>\$ 6,066,531</u>	<u>\$ 7,036,389</u>

See accompanying notes to financial statements.

Approved by: TDB Restructuring Limited, solely in its capacity as court-appointed receiver and manager of Harry Sherman Crowe Housing Co-operative Inc., and not in its personal or corporate capacity



HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

STATEMENT OF REVENUES, EXPENDITURES AND ACCUMULATED SURPLUS

FOR THE YEAR ENDED JUNE 30, 2025

	2025 ACTUAL	2025 BUDGET	2024 ACTUAL
	(Note 12)		
Revenues			
Housing charges:			
Market	\$ 1,351,115	\$ 1,387,848	\$ 1,305,099
Rent geared to income	352,399	308,448	313,475
Utility charges	28,824	5,000	28,924
City of Toronto subsidy (Note 10):			
Original estimate	1,906,198	1,517,689	1,798,941
Year end reconciliation	(53,656)	-	(69,639)
Parking	115,752	103,120	108,398
Laundry	21,942	21,000	21,810
Investment income	18,329	3,000	26,391
Other	<u>21,045</u>	<u>13,000</u>	<u>20,527</u>
	<u>3,761,948</u>	<u>3,359,105</u>	<u>3,553,926</u>
Expenditures			
Administrative overhead (Schedule 1)	834,641	744,100	766,463
Amortization of tangible capital assets	1,303,622	1,240,946	1,228,537
Bad debts	30,600	3,000	24,832
Insurance	140,202	125,000	123,166
Repairs and maintenance (Schedule 2)	366,911	340,500	340,105
Mortgage interest	301,237	380,122	376,321
Municipal taxes	211,480	191,556	198,843
Utilities (Schedule 3)	469,063	437,660	485,238
Allocation to replacement reserve fund	<u>121,794</u>	<u>121,794</u>	<u>118,109</u>
	<u>3,779,550</u>	<u>3,584,678</u>	<u>3,661,614</u>
Shelter deficiency of revenues over expenditures before undernoted	(17,602)	\$ (225,573)	(107,688)
Sector support (Schedule 4)	<u>7,333</u>	<u>23,500</u>	<u>7,346</u>
Deficiency of revenues over expenditures	(10,269)	\$ <u>(202,073)</u>	(100,342)
Accumulated deficit, beginning of year	<u>(230,747)</u>		<u>(130,405)</u>
Accumulated deficit, end of year	\$ (241,016)		\$ (230,747)

See accompanying notes to financial statements.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**STATEMENT OF CASH FLOWS****FOR THE YEAR ENDED JUNE 30, 2025**

	2025	2024
Cash provided by (used in)		
Operating activities		
Deficiency of revenues over expenditures	\$ (10,269)	\$ (100,342)
Non-cash items		
Amortization of tangible capital assets	1,316,790	1,240,946
Allocation to replacement reserve fund	<u>121,794</u>	<u>118,109</u>
	1,428,315	1,258,713
Net changes in		
Members' receivable	(8,633)	8,933
HST rebate receivable	278,490	(115,279)
Government subsidy receivable	(35,933)	29,052
Other accounts receivable	8,037	14,092
Prepaid expenses	43,031	(87,943)
Accounts payable and accrued liabilities	(81,583)	105,612
Members' rent deposits	7,647	28,280
Deferred housing charge revenue	12,073	(7,759)
Government subsidy payable	(79,165)	(79,421)
HST payable	<u>(99)</u>	<u>(1,423)</u>
	<u>1,572,180</u>	<u>1,152,857</u>
Financing activities		
Repayment of mortgage payable	(1,316,789)	(1,240,946)
Proceeds from COCHI grant funding	<u>384,428</u>	<u>431,250</u>
	<u>(932,361)</u>	<u>(809,696)</u>
Investing activities		
Capital expenditures funded by COCHI grant funding	(863,148)	-
Expenditures from replacement reserve fund	(8,645)	(71,617)
Change in short-term investments	563,402	(400,998)
Change in restricted cash and investments	(113,897)	(47,663)
Investment income on replacement reserve funds	<u>748</u>	<u>1,171</u>
	<u>(421,540)</u>	<u>(519,107)</u>
Increase (decrease) in unrestricted cash	218,279	(175,946)
Unrestricted cash, beginning of year	<u>42,375</u>	<u>218,321</u>
Unrestricted cash, end of year	<u>\$ 260,654</u>	<u>\$ 42,375</u>

See accompanying notes to financial statements.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2025

NATURE OF ORGANIZATION

Harry Sherman Crowe Housing Co-operative Inc. (the "Co-operative") was incorporated under the Co-operative Corporations Act on September 29, 1988, as a corporation without share capital to provide subsidized housing. The Co-operative became fully operational on its interest adjustment date of July 1, 1993. A board of directors is elected from the Co-operative's membership which is made up of residents.

The Co-operative is exempt from tax under section 149(1)(l) of the Income Tax Act as a corporation operating exclusively for social welfare. No portion of the Co-operative's income is available for the personal benefit of any member.

On March 14, 2023, RSM Canada Limited (the "Receiver") was appointed as receiver and manager of the Co-operative as per a court order of the Ontario Superior Court of Justice. On March 1, 2024, the name RSM Canada Limited was changed to TDB Restructuring Limited.

1. SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

These financial statements have been prepared in accordance with the significant accounting policies set out below to comply with the financial reporting framework prescribed by the Housing Services Act (the "HSA") and guidelines provided by the City of Toronto (the "City"). This framework, used in these financial statements, is in accordance with Canadian Accounting Standards for Not-For-Profit Organizations, subject to the following material exceptions:

- (i) Amortization of tangible capital assets includes amortization of the leasehold interest in land and is equal to the principal repaid on the related mortgage, rather than over the useful lives of the related assets. In determining mortgage principal repaid, an accrual is made for the amount of mortgage principal to be repaid on the first day following the Co-operative's year end;
- (ii) Capital assets funded by grant funding are amortized over the period in which the Co-operative meets the conditions of the grant agreement or at the time of repayment of the grant funding, rather than amortized over their estimated useful lives;
- (iii) The replacement reserve is funded by annual appropriations from operations based on amounts approved by the City of Toronto;
- (iv) Capital expenditures, unless otherwise funded by debt or grant funding, are expensed in the year of acquisition to the replacement reserve fund or to the statement of revenues, expenditures and accumulated deficit rather than capitalized and amortized over their estimated useful lives; and
- (v) Investment income earned on the restricted cash and investments of the replacement reserve fund is credited directly to the reserve fund rather than operations.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2025

1. SIGNIFICANT ACCOUNTING POLICIES - continued

Financial Instruments

The Co-operative initially measures all of its financial assets and liabilities at fair value. Subsequently, all financial assets and financial liabilities are measured at amortized cost, except for investments in equity instruments that are quoted in an active market, which are measured at fair value. Changes in fair value are recognized on the statement of revenues, expenditures and accumulated deficit in the period incurred, except for changes to replacement reserve fund investments, which are recognized directly to the reserve fund.

Replacement Reserve Fund

The Co-operative is required to maintain a replacement reserve fund for the purpose of funding major asset repairs and replacement. This replacement reserve fund is funded by an annual charge to operations.

Cash and investments of the replacement reserve fund are externally restricted and can only be used for major asset repairs and replacement.

Tangible Capital Assets

Tangible capital assets are comprised of the leasehold interest in land and building shelter costs and equipment as they existed at the interest adjustment date per the Certified Audited Statement of Final Capital Costs. Subsequent purchases of tangible capital assets, unless otherwise funded by debt or grant funding, are expensed or charged to the replacement reserve fund in the year acquired.

Revenue Recognition

Housing and utility charges are recognized at the beginning of each month, when they are due.

Government subsidies from the City of Toronto are recorded using the deferral method of accounting for contributions.

Laundry machines are provided by a third party. Laundry revenue is recognized when collected which occurs on a monthly basis.

Parking revenue is recognized on an accrual basis corresponding with the period during which the right to use the space is provided.

Sector support revenues are collected with housing charges and are recognized at the beginning of each month, when they are due.

All other income is reported on an accrual basis as it is earned.

Use of Estimates

The preparation of financial statements requires management to make assumptions about future events that effect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Key components of the financial statements requiring management to make estimates include the provision for doubtful accounts in respect of receivables. Actual results could differ from these estimates.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**NOTES TO FINANCIAL STATEMENTS****JUNE 30, 2025**

2. SHORT-TERM INVESTMENTS

As at June 30, 2025, short-term investments are \$Nil.

As at June 30, 2024, short-term investments consisted of a redeemable term deposit of \$440,290, earning interest at a rate of 4.65% per annum, maturing January 16, 2025, and \$123,112 invested in the Encasa Canadian short-term bond fund distributed by Worldsource Financial Management Inc.

In July 2024, the Co-operative fully liquidated the Worldsource investments and transferred the cash to the operating bank account.

3. RESTRICTED CASH AND INVESTMENTS

The Co-operative has established a replacement reserve fund for capital expenditures. Cash and investments held in this replacement reserve fund are to be segregated from cash balances available for current use and income earned from their investment is returned to the replacement reserve fund.

As at June 30, 2025, the restricted cash and investments include cash of \$161,560 (2024 - \$Nil) and \$Nil (2024 - \$47,663) invested in the Encasa Canadian short-term bond fund distributed by Worldsource Financial Management Inc.

In July 2024, the Co-operative fully liquidated the Worldsource investments and transferred the cash to the operating bank account.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2025

4. FINANCIAL INSTRUMENTS

The significant financial risks to which the Co-operative is exposed are credit risk, market risk, and liquidity risk.

Credit risk

Credit risk is the risk of financial loss should a counter-party in a transaction fail to meet its obligations. The Co-operative has exposure to credit risk to the extent that some members may fall into housing charge arrears. To manage this risk, member arrears are reviewed on a monthly basis. Further, member deposits are taken, in order to reduce credit exposure.

Market risk - consisting of price and interest rate risk

Market risk is the risk of potential financial loss caused by fluctuations in the fair value of future cash flow of financial instruments due to changes in market conditions. The Co-operative has exposure to price and interest rate risk in that investments in debt and equity instruments may fluctuate based on changes in market prices (caused by other than interest rates) and interest rate fluctuations. The Co-operative does not engage in any hedging or derivative transactions to manage market risk.

As the City subsidy funding fully contributes towards the cost of mortgage payments, the Co-operative is not exposed to interest rate risk on its mortgage.

Liquidity risk

Liquidity risk is the risk that the Co-operative encounters difficulty in meeting its financial obligations as they come due. The Co-operative's objective is to maintain a sufficient level of working capital in order to ensure it always has cash available to meet these obligations. The Co-operative's most significant short term liabilities include accounts payable and accrued liabilities, members' rent deposits, the accrued mortgage payment, and government subsidy payable.

As the City subsidy funding fully contributes towards the cost of mortgage payments, the Co-operative is not exposed to significant liquidity risk on the current portion of its mortgage.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**NOTES TO FINANCIAL STATEMENTS****JUNE 30, 2025****5. TANGIBLE CAPITAL ASSETS**

	2025	2024
Leasehold interest and buildings	\$ 23,572,561	\$ 23,572,561
Less: accumulated amortization	<u>19,109,783</u>	<u>17,792,994</u>
	4,462,778	5,779,567
Capital improvements and equipment funded by COCHI (Note 8)	<u>863,148</u>	<u>-</u>
Net book value	<u>\$ 5,325,926</u>	<u>\$ 5,779,567</u>

The Co-operative housing was constructed on land leased from York University. The term of lease is 45 years, commencing January 31, 1992. The entire lease payment of \$3,533,000 was paid up front and is reflected in the leasehold interest and buildings.

6. MORTGAGE

	2025	2024
First mortgage - fully insured by Canada Mortgage and Housing Corporation under section 6 of the National Housing Act, payable in blended monthly payments of \$135,089, with interest at 5.94%, maturing July 1, 2028	\$ 4,462,778	\$ 5,779,567
Less: current portion	<u>1,396,168</u>	<u>1,316,789</u>
	<u>\$ 3,066,610</u>	<u>\$ 4,462,778</u>

The principal to be paid over the next four fiscal years to maturity is as follows:

2026	\$ 1,396,168
2027	1,480,332
2028	1,569,458
2029	16,820

7. PROPERTY TAXES PAYABLE

Included in accounts payable and accrued liabilities are property taxes owing to York University of \$171,875 as of June 30, 2025 (2024 - \$171,875), which were dated prior to the receivership appointment order on March 14, 2023 (Note 15). These property taxes were paid by York University to the City of Toronto and subsequently charged back to the Co-operative by York University.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**NOTES TO FINANCIAL STATEMENTS****JUNE 30, 2025****8. COCHI GRANT FUNDING**

Under a Canada-Ontario Community Housing Initiative ("COCHI") contribution agreement dated November 29, 2023, the City of Toronto has agreed to provide funding to the Co-operative, solely for the purpose of funding certain eligible capital work as pre-approved under the agreement. The funding is subject to certain conditions and restrictions.

Grant funding as per the agreement is to cover project costs, to a maximum of \$1,437,500 for eligible projects including roof replacement, replacement of fire alarms, repaving of road and parking areas, replacement of uneven paving, ground lighting replacement, common area lighting replacement, elevator modernization, and booster pump replacement. Project costs for eligible work must be committed to or paid to a vendor by September 30, 2025 to be eligible for funding.

The agreement stipulates that the Co-operative remain as an affordable housing provider, as defined under the agreement, and maintain the equipment in a state of good repair for a period of ten years following completion of the work. The Co-operative will be required to return a portion of funds received if these conditions are not met, pro-rated for the portion of the ten year period for which it did not meet the conditions.

As of June 30, 2025, the Co-operative has incurred eligible expenditures of \$863,148 (2024 - \$Nil) and received COCHI instalments from the City totalling \$815,678 (2024 - \$431,250).

The Co-operative has committed to the following project to be completed subsequent to year end:

- (i) Asphalt paving and sidewalk repairs at a cost of \$256,440 plus HST.

9. REPLACEMENT RESERVE FUND

	2025	2024
Balance, beginning of year	\$ 47,663	\$ -
Allocation from operations	121,794	118,109
Expenditures	(8,645)	(71,617)
Investment income	<u>748</u>	<u>1,171</u>
Balance, end of year	<u><u>\$ 161,560</u></u>	<u><u>\$ 47,663</u></u>

Replacement reserve fund expenditures consist of the following:

	2025	2024
Unit repair and retrofit	\$ 7,074	\$ 34,334
Appliances	3,623	-
Roof repairs (recovery)	(2,052)	28,751
Water pump	<u>-</u>	<u>8,532</u>
	<u><u>\$ 8,645</u></u>	<u><u>\$ 71,617</u></u>

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2025

10. CITY OF TORONTO SUBSIDY

	2025	2024
Operating subsidy	\$ 696,660	\$ 702,915
RGI subsidy	585,604	606,903
Property tax subsidy	211,480	198,843
Additional subsidy to fund receiver fees	164,676	220,641
Additional subsidy to fund legal fees	<u>194,122</u>	<u>-</u>
	<u>\$ 1,852,542</u>	<u>\$ 1,729,302</u>

11. MANAGEMENT CONTRACT

The Co-operative had entered into a property management contract with Community First Developments Inc. ("CFDI") for the period from April 24, 2023 to April 30, 2024. This contract may be cancelled by the Co-operative or CFDI by providing at least 60 days written notice or 30 days in the event of default. The contract fees are based on annual rates of \$429,600 plus HST for management and \$25,680 plus HST for accounting, paid monthly in arrears.

This contract was renewed for the period from May 1, 2024 to April 30, 2025 with contract fees based on annual rates of \$439,968 plus HST for management and \$26,712 plus HST for accounting. Effective June 1, 2025 the contract was renewed for another year until May 31, 2026, with no changes to fees or other contract terms.

12. BUDGET FIGURES

The comparative budget figures included in the statement of revenues, expenditures and accumulated deficit are unaudited.

13. ECONOMIC DEPENDENCE

The continued, sustained operation of Harry Sherman Crowe Housing Co-operative Inc. is dependent on significant government subsidies. Without this level of support the continued existence of the Co-operative is uncertain.

14. TRANSACTIONS WITH MEMBERS

Approximately 50% (2024 - 51%) of the Co-operative's revenue has been derived from or on behalf of members of the Co-operative.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2025

15. RECOVERY UPON RECEIVERSHIP AND CONTINGENT LIABILITIES

Included in the receivership appointment order dated March 14, 2023, issued by the Ontario Superior Court of Justice (the "Court"), are the following court orders:

- (i) no proceeding against or in respect of the Co-operative or the Co-operative's assets and property shall be commenced or continued, except with the written consent of the Receiver or with leave of the Court, and any and all Proceedings currently under way against or in respect of the Co-operative or the Co-operative's assets and property are hereby stayed and suspended pending further order of the Court.
- (ii) all rights and remedies against the Co-operative, the Receiver, or affecting the Co-operative's assets and property, are hereby stayed and suspended, except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the Bankruptcy and Insolvency Act, and further provided that nothing in this paragraph shall: (i) empower the Receiver or the Co-operative to carry on any business which the Co-operative is not lawfully entitled to carry on; (ii) exempt the Receiver or the Co-operative from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

The Receiver is appointed by the Court via an application of the City of Toronto under the Housing Services Act and the Receiver's mandate is not to realize on the property of the Co-operative, but rather to bring the Co-operative back into compliance with the HSA.

As of March 14, 2023, the Co-operative had a significant accumulated deficit and unpaid financial liabilities and there were not sufficient funds for distribution to unsecured creditors. Accordingly, a recovery was recorded to eliminate financial liabilities, which are impacted by the above court orders and for which the Co-operative does not anticipate will be paid.

Additionally, certain legal claims were outstanding against the Co-operative from prior to March 14, 2023 and which are also included in the stay pursuant to the above court orders.

No accrual of costs has been made in these financial statements, with respect to any liabilities which may be realized should the stays be lifted, except for municipal taxes which were originally funded through City of Toronto subsidies (Note 7), as the outcome is not determinable. Any outstanding liabilities from prior to March 14, 2023 requiring payout will be recorded in the period such payout is determined.

16. COMPARATIVE FIGURES

Certain of the comparative figures have been reclassified to conform with the current year's presentation.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

SCHEDULES TO STATEMENT OF REVENUES, EXPENDITURES AND ACCUMULATED SURPLUS

FOR THE YEAR ENDED JUNE 30, 2025

	2025 ACTUAL	2025 BUDGET	2024 ACTUAL
(Note 12)			
SCHEDULE 1			
Administrative overhead			
Office and general	\$ 36,049	\$ 22,100	\$ 28,269
Telephone and internet	15,457	17,000	19,869
Management fees	451,407	450,000	449,129
Receiver fees (Note 10)	149,520	212,000	200,160
Legal fees (Note 10)	148,471	5,000	26,094
Audit	16,455	15,000	19,808
Membership dues	<u>17,282</u>	<u>23,000</u>	<u>23,134</u>
	\$ 834,641	\$ 744,100	\$ 766,463
SCHEDULE 2			
Repairs and maintenance			
Building and equipment	\$ 108,494	\$ 86,300	\$ 90,654
Elevator	13,993	15,000	27,990
Grounds	48,222	56,500	47,847
Heating and plumbing	63,528	79,200	63,295
Waste removal	69,903	75,500	71,136
Security	<u>62,771</u>	<u>28,000</u>	<u>39,183</u>
	\$ 366,911	\$ 340,500	\$ 340,105
SCHEDULE 3			
Utilities			
Hydro	\$ 179,669	\$ 191,056	\$ 230,875
Gas	84,417	88,317	85,745
Water	<u>204,977</u>	<u>158,287</u>	<u>168,618</u>
	\$ 469,063	\$ 437,660	\$ 485,238
SCHEDULE 4			
Sector support			
Sector support revenue	\$ 23,544	\$ 23,500	\$ 23,556
Sector support amortization	(13,168)	-	(12,409)
Sector support interest	<u>(3,043)</u>	<u>-</u>	<u>(3,801)</u>
	\$ 7,333	\$ 23,500	\$ 7,346

APPENDIX C

IMPORTANT COMMUNITY MEETING

OUR HOME. OUR FUTURE.

33

YEARS OF
COMMUNITY

The future of our co-op is being decided in court.
We need every member — and every voice.

OUR MEMBERSHIP

Its future is being shaped now

OUR VOTE

Non-binding — a judge decides

OUR BOARD

Its role is changing

JUNE 29

Court date approaching

A court-appointed Receiver has been managing our co-op since March 2023. On June 29, 2026, the Receiver returns to court with a motion that will shape our co-op's governance going forward. Four options are on the table. Members will have the opportunity to vote — and your input matters. Come out, get informed, and make your voice part of the process.

WHEN & WHERE

DATE

April 30, 2026

Mark your calendar

TIME

7:00 PM

Doors open at 6:30 PM

LOCATION

Community Room

51 The Chimneystack Road, North York

“The future of our co-op is being shaped right now.

We have built this community for 33 years.

Come. Be informed. Make your voice count.”

YOUR HOME. YOUR VOICE. APRIL 30.

COMMUNITY MEETING

Meeting Agenda

DATE

Wednesday, April 30, 2026

TIME

7:00 PM — Doors open at 6:30 PM

LOCATION

Community Room, 51 The Chimneystack Road, North York

6:30 PM ● Doors Open

Members are welcome to arrive early, sign in, and connect with neighbours before the meeting begins.

7:00 PM ● Welcome and Introductions

The meeting is called to order. A brief introduction of the facilitator and the purpose of tonight's gathering. Ground rules for respectful, open, and constructive discussion will be shared.

Duration: 5 minutes

7:05 PM ● How We Got Here — A Factual Overview

A neutral, plain-language summary of the receivership: what it is, how it was established, and what has taken place since March 2023. This segment is informational only — no opinions or conclusions will be drawn.

Duration: 15 minutes

7:20 PM ● The June 29, 2026 Court Motion — What It Says

A clear walkthrough of what the Receiver is asking the court to approve: the proposed consultation process, the upcoming Town Hall, and the non-binding member vote. Members will leave this segment with a clear understanding of what is being decided, by whom, and on what timeline.

Duration: 20 minutes

7:40 PM ● The Four Options — What Each One Means for Our Community

An even-handed review of each of the four governance options currently before the court. For each option, we will cover: what would change and what would stay the same; what members would gain and what they would give up; and what questions remain unanswered. No recommendation will be made — this segment is designed to inform so that members can form their own views.

Duration: 30 minutes

8:10 PM ● Open Member Discussion

The floor is open. Members are invited to share questions, raise concerns, and speak to what matters most to them and their families. A note-taker will record key themes. Every voice is welcome and every perspective will be heard with respect.

Duration: 25 minutes

8:35 PM ● How to Participate — Your Next Steps

A practical guide to what comes next: how to engage in the Receiver's Town Hall and voting process, how to stay informed as the June 29 court date approaches, and how to make your voice count in the process ahead.

Duration: 10 minutes

8:45 PM ● Closing

A brief summary of the key themes heard tonight. Information on how members will be kept informed after this meeting. Thank you for your participation.

Duration: 5 minutes

8:50 PM ● Adjournment

This meeting is open to all members and residents of Harry Sherman Crowe Housing Co-operative. The purpose of this meeting is to inform and to listen — not to advocate for any particular outcome. Members are encouraged to ask questions, seek clarity, and engage fully in the process ahead.

Harry Sherman Crowe Housing Co-operative Inc. Motion Record Summary

Receiver's Fourth Court Report & Notice of Motion (Returnable June 29, 2026)

Prepared for the Co-op and its Members

Executive Summary

This is a review of the Motion Record filed by TDB Restructuring Limited ("the Receiver") in the matter of the receivership of Harry Sherman Crowe Housing Co-operative Inc. ("HSC" or "the Co-op"), Court File No. CV-22-00688248-00CL (Ontario Superior Court of Justice, Commercial List). The motion is returnable on June 29, 2026 and represents a pivotal moment: the Receiver is asking the Court to authorize a consultation and non-binding voting process that will ultimately shape the Co-op's entire future governance structure — and potentially end co-operative housing as the Members know it.

The motion is not simply administrative. It is the gateway to a decision that could result in the dissolution of the co-operative model, transfer of the housing project to a third party, or a return of governance to members under carefully controlled conditions. Members and the Co-op's legal counsel must engage immediately, deliberately, and with full awareness of what is at stake.

Plain Language Summary: What Is This Motion About?

Think of this situation as a homeowners' association that got so dysfunctional that the city stepped in and handed control to an outside company (the Receiver). That company has now been running the co-op's operations since March 2023. Three years in, the Receiver is coming back to court to say: *"We've done the work, we've looked at the options, and now we want permission to ask the members what they prefer — then we'll tell the court what we think should happen."*

The four options the Receiver is putting to members are:

1. Regular Election — hold a normal election for a new board of directors
2. Supported Board — elect a hybrid board of partly independent (non-resident) directors plus some member directors, transitioning over time to a fully member-run board

3. Transfer to a Non-Profit Housing Provider — sell/transfer the housing project to a non-profit corporation; members stay as tenants but the co-op ceases to exist as a member-governed body
4. Land Trust Model — a new land trust (managed by CHFT) takes over the building and property management, while the co-op continues to manage membership and community life

The important thing to understand: the vote is non-binding. The Receiver has made clear that the vote result will be "one of several factors" in its recommendation to the court — it does not determine the outcome. The court, not the members, makes the final decision.

Background and How We Got Here

The City of Toronto commenced this receivership application on October 4, 2022 under subsection 85(7) of the *Housing Services Act, 2011* (HSA) because HSC failed to comply with statutory requirements despite receiving notice and opportunity to fix the identified failures. The Honourable Justice Penny appointed RSM Canada Limited as Receiver on March 14, 2023. TDB Restructuring Limited was substituted as Receiver on March 1, 2024 by Justice Conway.

The Receiver has since filed four reports to the Court. The Third Court Report (November 20, 2025) identified the four governance options. On December 11, 2025, the Court authorized the Receiver to develop these options further and create a consultation process. This Fourth Report is the result of that work, and the June 29, 2026 motion seeks the Court's permission to proceed.

The receivership was triggered by what the documents call "Triggering Events" — governance and compliance failures under the Board that led the City to seek outside control. A pre-receivership deficit of over \$1 million existed, members were not informed of the Co-op's debts, and documentation appears to have gone missing during management transitions.

Key Findings Worth Noting

Finances

During the receivership period from March 14, 2023 to March 20, 2026, the Receiver recorded cash receipts of \$12,964,987 and cash disbursements of \$12,787,610, leaving a surplus of \$177,377. The Co-op's operating account held a balance of \$70,648 as of March 20, 2026.

Most of the major capital repair projects funded through the City's Canada-Ontario Community Housing Initiative (COCHI) have been completed — including roof replacement, elevator modernization, lighting upgrades, and road repaving. However, three additional capital project

applications submitted in October 2025 (Make Up Air Handling Unit at ~\$150,000; Window Replacement at ~\$2,050,000; Fire Alarm Panel at ~\$175,000) were denied by the City because HSC had already received significant COCHI funding and other projects took priority.

The Receiver's Fees

The Receiver is requesting approval of fees for the period November 1, 2025 to February 28, 2026: \$53,592.29 (TDB Restructuring) and \$77,587.27 (WeirFoulds LLP as counsel), totaling approximately \$130,000 in professional fees for a four-month period. These are in addition to previously approved amounts.

Board Member Candidate Shortage

The RFEIQ (Request for Expressions of Interest and Qualifications) Process that ran in mid-2025 produced only eight submissions, of which only six appeared to satisfy minimum qualifications — one fewer than the seven directors required by By-law No. 26. This is a fundamental constraint on Option 1 (Regular Election) and is a significant reason why the Receiver views a plain election as potentially unworkable without additional candidate recruitment.

The Land Lease Risk

HSC does not own the land it sits on. The Co-op occupies 51 The Chimneystack Road, North York (on York University's campus) under a lease that expires January 31, 2037 — approximately 11 years from now. York University is currently searching for a new president and is, in the Receiver's assessment, unlikely to consider lease renewal in the near term. This severely limits the attractiveness of Option 3 (transfer to a non-profit) because potential purchasers would be acquiring a housing project with no guaranteed long-term land security.

Red Flags — Critical Issues for Counsel to Investigate

1. The Board May Be a Legal Fiction

Two former board members — Kahla Lucas (director 2022 through receivership) and Anna Germain (director during 2018–2019, long-term member) — have both reported to the Receiver that no board meetings have taken place since the receivership was appointed. Ms. Lucas stated she was never notified of any board meetings and received no communications from the Board in any capacity — as a director or member. Ms. Germain confirmed the same.

Why this matters: If the Board has not been functioning, it raises the fundamental question of whether it has the legal authority to oppose court orders, instruct counsel, or exercise any governance

rights. Section 90(3) of the *Co-operative Corporations Act* (CCA) provides that directors hold over until successors are elected, but a board that never meets, communicates, or acts is arguably in breach of its fiduciary duties. Counsel should investigate whether the Board's opposition at the December 11, 2025 hearing was properly authorized by a legitimate resolution.

2. Who Is Instructing the Co-op's Lawyer?

Betty's Law Office (Courtney Betty) appears on the Service List as "Lawyers for the Respondent." However, both Ms. Lucas and Ms. Germain stated they have no knowledge of who retained Mr. Betty, and they could not recall the Board ever discussing his retention. Each said they saw him appear briefly — possibly by phone or video — at a single community meeting, without explanation of his role.

Why this matters: This is a serious governance and professional ethics question. If a lawyer is purporting to represent the Co-op (as Respondent) but has not been retained by a properly constituted board pursuant to a valid resolution, there is a real question about whether his instructions are legitimate. Counsel should: (a) request disclosure of the retainer agreement and board resolution authorizing Mr. Betty's engagement; (b) consider whether opposing counsel is properly instructed; (c) flag this with the court if no satisfactory response is received.

3. Late-Stage Opposition and Communication Blackout

At the December 11, 2025 hearing, the Board opposed the Receiver's request for authority to approve membership applications — but the Board only signaled its opposition the day before the hearing. This pattern of last-minute opposition is a litigation tactic that prejudiced the Receiver and the Court's ability to address the issue properly.

After the hearing, the Board proposed creating an "advisory committee of non-members" to support the Receiver. The Receiver sent a follow-up email on March 2, 2026 to Mr. Betty asking for an update on this advisory committee and the membership application process. No response was received. This pattern — last-minute opposition followed by silence — suggests a strategy of obstruction without constructive engagement.

4. The Vote Is Non-Binding — Members Must Understand This

The proposed consultation vote will not determine the Co-op's future. The motion record is explicit: the vote result "will serve as one of several points of consideration for the Receiver." The Receiver will then make its own recommendation to the Court. Members who participate believing their vote "decides" the outcome may feel misled after the fact. Counsel should advocate for explicit, prominent

language in the Information Package that the vote is advisory only, and that the final decision rests with the Court.

5. The Supported Board Option Previously Failed

The Receiver acknowledges that HSC implemented a Supported Board model between 2011 and 2016 under By-law No. 23. That model eventually resulted in the same governance issues that led to the present receivership. Option 2 (Supported Board) is being offered again despite this documented history of failure. There is no analysis in the Fourth Report of what structural changes would prevent a recurrence. Counsel should insist on this analysis before members vote.

6. Allegations of Board Misconduct — Unverified but Documented

The Receiver has documented, but explicitly declined to make findings on, serious allegations against the former Board, including:

- Predetermined voting that marginalized dissenting board members
- Preferential allocation of renovated units to favored residents
- Alleged threats of eviction against members who submitted transfer requests
- Irregular and nepotistic staffing or contracting practices
- Financial mismanagement leading to a \$1M+ deficit
- Removal of documents from the Co-op's offices by previous property management staff

Why this matters: While the Receiver makes no findings, this information is now before the Court and will likely influence the Court's assessment of Options 1 and 2 (both of which involve reconstituting or supporting a board). If these allegations are accurate, they constitute potential breaches of fiduciary duty under the CCA and may expose individual board members to personal liability. Counsel should advise members of their rights to seek independent legal advice and potentially pursue accountability.

7. Membership Application Limbo

The Court declined to authorize the Receiver to approve membership applications at the December 11 hearing, following the Board's surprise opposition. As a result, people like Donald Case — who has been a resident for approximately 10 years, is on a fixed senior's income, and is paying market rent rather than rent-geared-to-income — are in a legal limbo with no mechanism to resolve their membership status. The Receiver is now re-seeking this authority for June 29, 2026.

Why this matters for members: Any member or prospective member in a similar situation is paying more than necessary due to a governance vacuum the Board is perpetuating. This is a direct harm flowing from the Board's opposition that counsel should highlight forcefully.

8. Lack of Independent Legal Advice for Members in Key Options

For Options 3 and 4, the Information Package notes that members are required to receive "independent legal advice" before approving complex arrangements. However, the Receiver — not the members — is controlling the Information Package, the Town Hall, and the voting procedures. There is a structural conflict: the Receiver is recommending options and simultaneously designing the consultation process that leads to those options. Members should be entitled to independent facilitation and advice.

9. Receiver's Broad Discretion Over Town Hall

The proposed order would grant the Receiver "sole and unfettered discretion" over participation and attendance at the Town Hall "for the purpose of encouraging open, civil and respectful discourse." This is an extraordinarily broad power that could be used to exclude members or advocates deemed "disruptive." Counsel should push back on this language and advocate for an independent facilitator or CHFT oversight of the Town Hall proceedings.

10. Capital Repair Gaps Remain

Three critical capital projects were denied by the City: window replacement (estimated \$2,050,000), fire alarm panel replacement (estimated \$175,000), and air handling unit replacement (estimated \$150,000). Windows and fire safety systems are basic habitability issues. The fact that these are unfunded going into a governance transition creates a liability exposure for whatever entity takes over management.

The Four Options

Option	What It Means	Key Pros	Key Risks
1. Regular Election	Members elect a new 7-director board in the normal co-op process	Preserves member democracy fully; cleanest solution	Only 6 potentially qualified candidates identified; risk of another governance failure without support

2. Supported Board	Mix of independent non-resident directors (proposed by CHFT) + elected member directors, transitioning over time	Provides expertise; requires fewer member candidates	Was tried 2011–2016 and still led to receivership; structural reform needed
3. Non-Profit Transfer	Housing project sold/transferred to a non-profit corporation; co-op ceases as member-governed entity	Professional management; relieves members of financial burden	Members lose democratic control permanently; short lease life limits buyer interest
4. Land Trust (CHFT)	CHFT subsidiary holds the land lease; HSC subleases back; CHFT manages building/finances; HSC manages member relations	Maintains co-op identity; addresses root causes of governance failure; CHFT is experienced partner	Novel in Ontario; complex approvals required; long transition; members must receive independent legal advice

Relevant Case Law and Precedents

York (Regional Municipality) v. Thornhill Green Co-operative Homes Inc., 2010 ONCA 393

The Ontario Court of Appeal upheld a court-approved sale of 101 non-profit co-operative social housing units, rejecting arguments by the co-op and CHF Canada that the sale should have applied different principles than commercial insolvency transactions. The court held that a receiver's sale in an HSA receivership context can proceed even if it fundamentally changes the co-operative model, as long as it serves the best interests of the housing project and residents. Lesson for HSC: Option 3 (non-profit transfer) has clear judicial precedent supporting its enforceability. Members opposing this option cannot rely on the co-operative model as a legal shield.

Co-operative Housing Federation of Canada v. York (Regional Municipality), 2009, Div. Ct.

In this case, York Region consented to the sale of a co-op's assets without notifying the board of directors or members, and the first notice members received was the receiver's motion. The court reviewed whether York's conduct was procedurally fair. Lesson for HSC: Unlike the Thornhill Green situation, the HSC process here is providing members notice and an opportunity to participate — which actually strengthens the Receiver's position. Members who fail to engage now will have diminished grounds to challenge the outcome later.

City of Toronto v. Upwood Park & Salvador Del Mundo Co-operative Homes, 2022 ONSC 1229

Residents challenged the extension of a receivership, arguing that s.85 of the HSA (permitting receivership) conflicted with s.85 of the CCA (requiring a board of directors) and that the receivership violated their Charter rights. The court found these arguments did not rise to the level warranting denial of the extension. Lesson for HSC: The argument that the Board must be restored to power because the CCA requires a board has already been tested and rejected in an analogous HSA receivership. The Board's legal argument that "a receiver cannot assume governance powers reserved for the board" (as argued by Betty's Law at the December 11 hearing) faces this precedent directly.

Chisolm Place Housing Co-operative Inc. v. Hickox, 2013 ONSC 2215

The Ontario Superior Court affirmed that housing co-operatives must be transparent, fair, and reasonable in all governance decisions affecting members. Lesson for HSC: The allegations of predetermined voting, selective unit access, eviction threats, and lack of meeting notices documented in the Fourth Report could form the factual foundation of a claim that the former Board breached this duty. This case supports an argument that the Board's past conduct should disqualify it from reassuming governance authority without substantial reform.

HSC's Own History (By-law No. 23 / Supported Board 2011–2016)

HSC itself implemented the Supported Board model under By-law No. 23, passed February 15, 2011 and confirmed by members March 14, 2011. That model ran for five years and then gave way to the same governance failures that ultimately triggered this receivership. This is not precedent from another case — it is HSC's own corporate history, documented in the Receiver's materials.

Conclusion

This motion is a crossroads. The Receiver has acted responsibly in documenting the governance failures of the former Board, conducting capital repairs, stabilizing finances, and now designing a structured consultation process. However, the consultation process as currently designed gives the Receiver enormous discretion, the vote is non-binding, and the Board's participation is legally questionable. Members and their counsel must engage forcefully and immediately — at the June 29 hearing, during the consultation process, and when the Receiver's final recommendation comes back to the Court.

The Land Trust model appears to be the Receiver's preferred direction based on the Fourth Report's language. If properly structured with meaningful member rights and a robust SOA, it may be the most

durable long-term solution. But members should not be led to that conclusion without full information, genuine choice, and independent advice — and they certainly should not arrive there through a governance vacuum created by a Board of uncertain legitimacy.

The fundamental principle articulated in *Chisolm Place v. Hickox* applies here with full force: co-operative governance must be transparent, fair, and reasonable. That obligation runs not just to the former Board — it runs to the Receiver, the Court, and every party involved in shaping what comes next for the members of Harry Sherman Crowe Housing Co-operative.

APPENDIX D

Arif Dhanani

From: Arif Dhanani
Sent: Friday, October 24, 2025 2:19 PM
To: 'Elizabeth Vieira'
Subject: RE: Community Access for Homework Club

Thanks Liz. I think this is a better option than providing the member with a key to the community room. Once the library is fixed up, unless you see some reason not to, we can provide the member with a key to the library and ask that the member unlock and lock it up when it is not being used for the book club.

**TDB Restructuring Limited**

Licensed Insolvency Trustee

Arif Dhanani, CPA, CA, CIRP, LIT
 Managing Director

✉ adhanani@tdbadvisory.ca

☎ 647-725-0183

📠 416-915-6228

📍 11 King St. West, Suite 700
 Toronto, ON M5H 4C7

tdbadvisory.ca

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From: Elizabeth Vieira <elizabethv@cfdi.ca>
Sent: Friday, October 24, 2025 1:20 PM
To: Arif Dhanani <adhanani@tdbadvisory.ca>
Subject: Re: Community Access for Homework Club

External sender

Hi Arif,

The library was a mess when we started and continues to be a mess with books all over the place, TV not sure if it works, Christmas decorations, maintenance items, you name it and we can probably find it in the library.

This was something that eventually Jon and I were going to work on. In the next couple of weeks, I can go in there with maintenance and organize it to the point that is usable and Toni if he wants he can go through the books and see what he can use otherwise donate them or organize the books properly, the books are pretty old, some are also torn, I assume members donated books over the years.

The room was locked and unused when we arrived, I guess because it became a storage room instead of a library.

Regards,



Elizabeth Vieira, Property Manager
685 Sheppard Avenue East, Suite 505
North York, On M2K 1B6
416-932.2670 | www.cfdi.ca

Site: **Harry Sherman Crowe Housing Co-operative Inc.**
51 The Chimneystack Rd. Toronto, ON M3J 3L9
416-736-8889

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 Please consider the environment before printing this e-mail note

From: Arif Dhanani <adhanani@tdbadvisory.ca>
Sent: Friday, October 24, 2025 1:05 PM
To: Elizabeth Vieira <elizabethv@cfdi.ca>
Subject: RE: Community Access for Homework Club

Liz,

I don't disagree with you about lack of comfort re the community room. What would we have to do to the library to bring it up to shape so they can use it? Why is the library locked? Is there anything sensitive in it that shouldn't be accessed by the public?

Thanks,

Arif



TDB Restructuring Limited

Licensed Insolvency Trustee

Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

✉ adhanani@tdbadvisory.ca

☎ 647-725-0183

📠 416-915-6228

📍 11 King St. West, Suite 700
Toronto, ON M5H 4C7

tdbadvisory.ca

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From: Elizabeth Vieira <elizabethv@cfdi.ca>
Sent: Friday, October 24, 2025 11:45 AM
To: Arif Dhanani <adhanani@tdbadvisory.ca>
Subject: Community Access for Homework Club

External sender

Hi Arif,

As you know we have an individual who uses the community room for the homework club for the kids in the building, when this started it was twice a week, but now he is requesting the room every evening as per the attached form.

Previously Jon would leave the room unlocked for Toni and then lock it the next morning, now that we have so many issues with the community room being left unlocked for Second Harvest donation, we lock the room every night. I don't feel comfortable leaving the community room unlocked every night and weekends, a key would have to be provided to this individual and he would have to drop it off in the mailbox every night and pick it up everyday before the office closes, this seems a lot but I don't see another option.

Kindly let me know how you want to proceed with his request below.

There is also a library that needs some TLC, perhaps we can work on that and give him access to the Library for his homework club, he would still require a key.

Below is Toni's email.

Hello,

My name is Toni.

I'm please requesting access to the community room from Monday to Friday from 6-7:30pm until October 31 to run a free homework club for the high school kids in the building.

We've run multiple programs funded by the City of Toronto and other nonprofit groups since Feb 2024. So far, we've worked with 50+ kids in the building to deliver 150+hrs of free homework and sports.

You can find some pictures of our previous program/celebration here:

<https://oluvisionmedia.pixieset.com/tonissummergradparty/>

Is it please possible to receive access to the community room soon so we can run the program in the community room? Right now, we are forced to run it outside of the building which is a barrier for many of the families.

Thank you,
Toni

Regards,



Elizabeth Vieira, *Property Manager*

685 Sheppard Avenue East, Suite 505

North York, On M2K 1B6

416-932.2670 | www.cfdi.ca

Site: **Harry Sherman Crowe Housing Co-operative Inc.**

51 The Chimneystack Rd. Toronto, ON M3J 3L9

416-736-8889

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APPENDIX E

Arif Dhanani

From: Arif Dhanani
Sent: Tuesday, December 30, 2025 3:08 PM
To: 'Elizabeth Vieira'
Subject: RE: Toni jan 2
Attachments: toni.pdf

Approved Liz. For this one, because it is a private event, we charge the \$150 and the security deposit of \$100.

Thanks,

Arif



TDB Restructuring Limited

Licensed Insolvency Trustee

Arif Dhanani, CPA, CA, CIRP, LIT
 Managing Director

✉ adhanani@tdbadvisory.ca

☎ 647-725-0183

📠 416-915-6228

📍 11 King St. West, Suite 700
 Toronto, ON M5H 4C7

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From: Elizabeth Vieira <elizabethv@cfdi.ca>
Sent: Tuesday, December 30, 2025 3:05 PM
To: Arif Dhanani <adhanani@tdbadvisory.ca>
Subject: Fw: Toni jan 2

External sender

Hi Arif,

See attached request to rent the community room for a dinner for the parents and kids of the co-op for the homework club.

Please let me know if approved and regarding payment and deposit.

Get [Outlook for Android](#)

From: harrysherman@bellnet.ca <harrysherman@bellnet.ca>
Sent: Tuesday, December 30, 2025 1:36:16 PM
To: Elizabeth Vieira <elizabethv@cfdi.ca>
Subject: Toni jan 2

Please open the attached document. It was sent to you using a Xerox multifunction printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location:

Device Name: XRX9C934E990A5A

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

Community Room Access for Member Meetings

The purpose of this form is to allow members of the Harry Sherman Crowe Co-operative Inc. (the "Co-op") to access the Community Room for Co-op members' business and related meetings. These may include educational sessions, community discussions about necessary improvements to the building, or discussions regarding the Receiver's RFEIQ Process.

Members who wish to hold a meeting for such purposes are asked to complete the form below, which will be reviewed by the Receiver. As long as the meeting is, generally, for the specified purposes, related to Co-op members' issues and open to all members of the Co-op who wish to participate, then no fee or deposit requirement will be applicable for the use of the Community Room. All other rules regarding the use of the Community Room will continue to apply.

1. Full Name & Unit Number of Member making Request:

Toni Agbaje-Ojo #705

2. Proposed Meeting Date and Time:

Friday, January 2, 2025 5-7pm

3. Reason for Meeting:

New year dinner for kids and parents
from the 2024-2025 Chimneystack
Homework Club

4. Prospective Attendees:

40 ppl, kids & parents who live in Chimneystack

APPENDIX F

Arif Dhanani

From: Elizabeth Vieira <elizabethv@cfdi.ca>
Sent: Tuesday, March 3, 2026 3:04 PM
To: Arif Dhanani
Subject: Fw: Th 26 Thermostat issue
Attachments: Th 26 Thermostat.docx

Importance: High

External sender

Hi Arif,

Attached is a letter that Simone put together for TH 26, regarding her thermostat. Sharon replaced the thermostat with a Telus smart one (not sure how long ago) and now it is malfunctioning as she states that she has to replace the batteries very often.

Simone contacted Diversatech to look at the issue because it was a heat matter. When the tech arrived, Sharon refused the replacement of a standard thermostat that we offered, she wanted a smart thermostat because it would be easier for her to control it from upstairs due to her health.

The issue with the smart thermostats is that they are not compatible with the old furnaces due to a wiring issue, the smart thermostats only have 5 wires and the standard one has 4 wires.

With the smart one the tech has to bypass it in order to work with the current furnace which will cause problems down the line to the furnace.

Please review the letter and let us know if you want to change the letter.

Regards,



Elizabeth Vieira, *Property Manager*
 685 Sheppard Avenue East, Suite 505
 North York, On M2K 1B6
 416-932.2670 | www.cfdi.ca

Site: **Harry Sherman Crowe Housing Co-operative Inc.**
51 The Chimneystack Rd. Toronto, ON M3J 3L9
416-736-8889

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Please consider the environment before printing this e-mail note

From: Harry Sherman Crowe <harryshermanc@gmail.com>

Sent: Tuesday, March 3, 2026 11:56 AM

To: Elizabeth Vieira <elizabethv@cfdi.ca>

Subject: Th 26

Please review Th 26 letter regarding thermostat

Regards,

Community First Developments Inc.

On Behalf of: TDB Restructuring Limited in its capacity as Court-appointed Receiver of Harry Sherman Crowe Housing Cooperative Inc. and not in its personal or corporate capacity

51 The Chimneystack Road, North York M3J 3L9 Tel:416-736-8889



Harry Sherman Crowe Housing Co-operative

51 The Chimneystack Road, North York, Ontario, M3J 3L9. Tel: 416-736-8889, Fax: 416-736-9972

March 3, 2026

To: Sharon Richards

Address: 51 The Chimneystack Rd

Unit #: 26

Dear Sharon Richards,

This letter is to formally address the smart thermostat currently installed in your unit.

It has come to our attention that the smart thermostat in your home is not compatible with the furnace system serving your unit. Please note that this thermostat was not installed by the Co-operative, nor was it approved by management prior to installation.

A standard thermostat installation was scheduled for February 25, 2026. However, you declined the installation at that time, as you indicated a preference to keep a smart thermostat that is not compatible with the furnace system in your unit.

As you may be aware, other units within the Co-operative have experienced significant operational issues related to smart thermostat installations. In those cases, the thermostats were installed by the Co-operative and corrective measures were taken accordingly. However, since the thermostat in your unit was independently installed and is not compatible with your furnace, any malfunction, damage, or related service issues affecting the furnace as a result of this device will be your responsibility.

This includes, but is not limited to:

- Damage to the furnace system
- Service calls required due to thermostat incompatibility
- Repair or replacement costs associated with resulting issues

At this time, the available options are as follows:

1. You may continue using the current smart thermostat, with the understanding that you accept full responsibility for any resulting furnace damage or related costs.
2. You may proceed with the installation of a standard thermostat, which has already been offered by the Co-operative.

Please provide written confirmation indicating which option you choose.

If you have any questions or wish to arrange installation of the standard thermostat, please contact the management office.

Sincerely,

Management Office
Community First Developments Inc.

On Behalf of:
TDB Restructuring Limited
in its capacity as Court-appointed Receiver of
Harry Sherman Crowe Housing Co-operative Inc.
and not in its personal or corporate capacity

Arif Dhanani

From: Sharon Richards <shayatlaw@gmail.com>
Sent: Saturday, March 7, 2026 7:33 AM
To: Harry Sherman Crowe; Sharon Richards; Arif Dhanani; Just-Us Legal Services
Subject: Response to March 3rd Work order- NO HEAT from Management on behalf of Receiver

External sender

To: Harry Sherman Cooperative

Management Office Community First Developments Inc. And Receiver

After reviewing my coop bylaws, I must express that I do not agree with the statements and conditions outlined in your correspondence.

Firstly, the installation of the smart thermostat currently in my unit was conducted with the intent to enhance comfort, security and energy efficiency with approval.

Furthermore, ALL 38 townhomes were scheduled to have a smart thermostat installed some time back. Unit 26 was the only townhouse that did not receive an installation due to no one available at that time for entry. The installation was not rescheduled and therefore, the privilege of having what every other unit was provided with was denied. After several years of work order submissions and many verbal conversations with Management, no action was ever taken. This affected my bills over the years and has costed me time, money and energy savings in addition, stress among other factors.

While I acknowledge that the thermostat that I currently have was not installed by the Co-operative, it was approved. I do not accept the assertion that it is inherently incompatible with the furnace system. Furthermore, I did not receive sufficient detailed evidence or explanation from your office to substantiate the claim that the thermostat is causing, or will cause, damage to the furnace or result in operational issues. I have been in my unit since June 1993 and have kept very good care and records of this space.

I have not been able to reach or maintain a minimum temperature regulated by law due to a thermostat that after 30 years malfunctioned and was removed by Coop staff at the time. The refusal to provide what has been provided to every other unit is clearly a breach under these circumstances.

Additionally, I declined the standard thermostat installation offered on February 25, 2026, based on my preference for the smart thermostat, which offers features and benefits that I find valuable due to my past and current medical conditions and history that is life threatening.

I feel the decision to impose full responsibility on me for any potential future problems related to my choice of thermostat is unreasonable without clear proof of fault or direct causation. Do you have a

bylaw that addresses members thermostats? I have never seen or heard of that. Was a new bylaw passed or address by membership or a Board? If so please provide a copy to me.

I respectfully request that before any further actions or conditions are enforced, the Co-operative arranges a thorough inspection and technical evaluation of my current thermostat and furnace system by a certified technician mutually agreed upon, due to the false statements and allegations.

This would ensure an objective assessment of compatibility and potential risks, thereby protecting both parties fairly. I remain open to discussions and aim for a resolution that considers both my preferences and the maintenance of the unit's systems along with my safety.

Please provide a response confirming receipt of this letter and details regarding how you propose to proceed with an impartial evaluation, as there is a lack of trust based on the governance and our bylaws not being followed by this management company. (I have many examples with evidence)

Please keep in mind that I did get permission from a previous management to install security around my unit due to threats with police involvement who recommended me to contact Telus to assist.

I find this Management company to be extremely bias and insensitive to members with disabilities.

Truthfully speaking,

Sharon Richards

On Fri, Mar 6, 2026 at 5:02 PM Harry Sherman Crowe <harryshermanc@gmail.com> wrote:

Hi Sharon ,
Please letter attached

Regards,

Community First Developments Inc.

On Behalf of: TDB Restructuring Limited in its capacity as Court-appointed Receiver of Harry Sherman Crowe Housing Cooperative Inc. and not in its personal or corporate capacity

[51 The Chimneystack Road, North York M3J 3L9](#) Tel:416-736-8889

Arif Dhanani

From: Elizabeth Vieira <elizabethv@cfdi.ca>
Sent: Wednesday, March 25, 2026 9:22 AM
To: Arif Dhanani
Subject: Re: Response to Thermostat Concerns

External sender

Hi Arif,

That is one of many emails that Sharon has. She asked the office to send emails to that email address.

Get [Outlook for Android](#)

From: Arif Dhanani <adhanani@tdbadvisory.ca>
Sent: Wednesday, March 25, 2026 9:14:29 AM
To: Elizabeth Vieira <elizabethv@cfdi.ca>
Subject: FW: Response to Thermostat Concerns

Good Morning Liz,

On your email below, I couldn't understand whom it is that you sent the email? When Sharon sent her email on the thermostat issue it came from shayatlaw@gmail.com. The email below went to tlg@post.com. Am I missing something or are both the accounts Sharon's accounts?

Thanks,

Arif



TDB Restructuring Limited
 Licensed Insolvency Trustee

Arif Dhanani, CPA, CA, CIRP, LIT
 Managing Director

✉ adhanani@tdbadvisory.ca
 ☎ 647-725-0183
 📠 416-915-6228
 📍 65 Queen St. West, Suite 605
 Toronto, ON M5H 2M5 **NEW ADDRESS**

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From: Harry Sherman Crowe <harryshermanc@gmail.com>
Sent: Tuesday, March 24, 2026 11:35 AM
To: tlg@post.com

Cc: Arif Dhanani <adhanani@tdbadvisory.ca>

Subject: Response to Thermostat Concerns

External sender

Sharon,

We are writing in response to your email below, after consulting with both Diversatech and the Receiver.

We confirm that not all townhouses have Smart thermostats. In the cases where townhouses had Smart thermostats installed and where issues with heating were experienced, such as in your case, the Smart thermostat was replaced with a standard thermostat on the basis that Smart thermostats are not compatible with the furnaces in the townhouses at HSC.

With regard to your comment regarding sufficient detailed evidence or explanation to substantiate the claim that the thermostat is causing, or will cause, damage to the furnace or result in operational issues, please find attached hereto a letter from Diversatech Mechanical for your review.

We reiterate, based on our letter of March 3, 2026, since the thermostat in your unit was independently installed and is not compatible with your furnace, any malfunction, damage, or related service issues affecting the furnace as a result of this device will be your responsibility.

This includes, but is not limited to:

- Damage to the furnace system
- Service calls required due to thermostat incompatibility
- Repair or replacement costs associated with resulting issues

At this time, the available options are as follows:

1. You may continue using the current smart thermostat, with the understanding that you accept full responsibility for any resulting furnace damage or related costs.
2. You may proceed with the installation of a standard thermostat, which has already been offered by the Co-operative.

Please provide written confirmation indicating which option you choose.

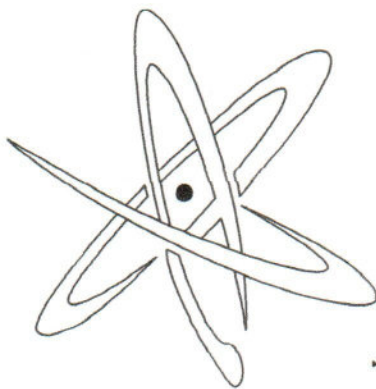
Regards,

Liz

Community First Developments Inc.

On Behalf of: TDB Restructuring Limited in its capacity as Court-appointed Receiver of Harry Sherman Crowe Housing Cooperative Inc. and not in its personal or corporate capacity

51 The Chimneystack Road, North York M3J 3L9 [Tel:416-736-8889](tel:416-736-8889)



DIVERSATECH MECHANICAL LTD
9200 WESTON ROAD, P.O. BOX 92101
WOODBIDGE, ONTARIO
L4H 3J3
TEL: 905.653.7004 FAX: 905.653.5464

Date: March 11, 2026

TDB Restructuring Limited and
 Community First Developments Inc.
 51 The Chimneystack Road
 Toronto, Ontario M3J 3L9

Dear Sirs/Madames,

We are writing in connection with our inspection and technical evaluation of the thermostats and furnace systems of the townhouses at Harry Sherman Crowe Housing Cooperative Inc. ("HSC") and specifically, townhouse 26.

The existing furnaces and furnace boards at HSC are equipped to run with a four-wire circuit, which is compatible with standard and not Smart thermostats. Examples of Smart thermostats are Nest, Google, Telus or Ecobee thermostats. The furnace manufacturer has not approved the use of Smart thermostats with the existing furnace boards and furnaces and will void any existing warranty on the furnace if the manufacturer is informed that a Smart thermostat is being used.

Smart thermostats are equipped to run with a five-wire circuit. On the basis that the existing furnace boards and furnaces at HSC run on a four-wire circuit, there is no common terminal between the furnace board and Smart thermostat. In order to utilize a Smart thermostat, the existing wiring protocols must be circumvented to accommodate a five-wire circuit. On this basis, there is a high degree of probability that use of a Smart thermostat will result in the furnace board burning out or "frying" and will render the furnace, which is owned by HSC, inoperable. If the furnace is rendered inoperable, it will need to be replaced.

Where management finds that residents of HSC are using Smart thermostats, Diversatech Mechanical Ltd. recommends that these Smart thermostats be replaced with standard thermostats in order to avoid operation and heating issues and unnecessary repair costs and possibly, having to replace one or more furnaces prior to the expiry of their useful life.

In the event that a resident refuses to have a Smart thermostat replaced with a standard thermostat, HSC should advise the resident that future costs for operating and repair issues and the possible

requirement for replacement of a furnace as a result of the use of a Smart thermostat will need to be borne by the resident and not HSC.

A handwritten signature in blue ink, appearing to read 'Omar Abdul', is positioned above the printed name.

Omar Abdul
Senior Technician
Diversatech Mechanical Ltd

APPENDIX G

Arif Dhanani

From: Arif Dhanani
Sent: Thursday, May 14, 2026 3:38 PM
To: 'Elizabeth Vieira'
Subject: RE: Deck Replacement, unit 30

Thanks Liz.



TDB Restructuring Limited
 Licensed Insolvency Trustee

Arif Dhanani, CPA, CA, CIRP, LIT
 Managing Director

✉ adhanani@tdbadvisory.ca
 ☎ 647-725-0183
 📠 416-915-6228
 📍 65 Queen St. West, Suite 605
 Toronto, ON M5H 2M5 **NEW ADDRESS**

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From: Elizabeth Vieira <elizabethv@cfdi.ca>
Sent: Thursday, May 14, 2026 3:12 PM
To: Arif Dhanani <adhanani@tdbadvisory.ca>
Subject: Deck Replacement, unit 30

External sender

Hi Arif,

Worry-Free sent the quote for TH 30 deck replacement, same as TH 35 and TH 37.

Regards,



Elizabeth Vieira, *Property Manager*
 685 Sheppard Avenue East, Suite 505
 North York, On M2K 1B6
 416-932.2670 | www.cfdi.ca

Site: **Harry Sherman Crowe Housing Co-operative Inc.**
51 The Chimneystack Rd. Toronto, ON M3J 3L9
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From: Harry Sherman Crowe <harryshermanc@gmail.com>

Sent: Wednesday, May 13, 2026 4:40 PM

To: Elizabeth Vieira <elizabethv@cfdi.ca>

Subject: Fwd: Unit 30 and 35, unit 30

Regards,

Community First Developments Inc.

On Behalf of: TDB Restructuring Limited in its capacity as Court-appointed Receiver of Harry Sherman Crowe Housing Cooperative Inc. and not in its personal or corporate capacity

51 The Chimneystack Road, North York M3J 3L9 [Tel:416-736-8889](tel:416-736-8889)

----- Forwarded message -----

From: **Worry-Free Building Maintenance and Contracting**

<worryfreebuildingmaintenance@gmail.com>

Date: Wed, May 13, 2026 at 4:35 PM

Subject: Re: Unit 30 and 35, unit 30

To: Harry Sherman Crowe <harryshermanc@gmail.com>

Hello Simone

Please see attached estimate for Unit 30.

Is the PO 665 same for all Units - 30, 35 and 37 ?

Thank You,

Sonali Leanage

Worry-Free Building Maintenance and Contracting.

Office Manager

54 Twistleton Street

Caledon, ON

L7C 3W1

Cellular : (416) 315 1932

On Wed, May 13, 2026 at 3:15 PM Harry Sherman Crowe <harryshermanc@gmail.com> wrote:

Hi,

Unit 35 and unit 37 have been approved, we would also like to add unit 30 to the estimate granted that it would be the same price as unit 35 and unit 37. Please confirm ? the P.O would be 665.

Please let me know

Thanks

Regards,

Simone

Community First Developments Inc.

On Behalf of: TDB Restructuring Limited in its capacity as Court-appointed Receiver of Harry Sherman Crowe Housing Cooperative Inc. and not in its personal or corporate capacity

51 The Chimneystack Road, North York M3J 3L9 [Tel:416-736-8889](tel:416-736-8889)

APPENDIX H

Court File No. CV-22-00688248-00CL

ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:**CITY OF TORONTO****Applicant****- and -****HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.****Respondent**

SUPPORTING AFFIDAVIT OF ROSELL KERR
 (Sworn on 06 June 2025)

I, ROSELL KERR, of the City of Toronto, MAKE OATH AND SAY:

1. I have been a member of the Board of Directors of Harry Sherman Crowe Housing Co-operative Inc. (the “Co-op”) since 2019, and I currently serve as Chair. This affidavit is made in response to the ongoing proceedings concerning the governance and financial management of the Co-op, and in particular, to provide a clear record of the conditions under which the current Board assumed leadership. I also confirm that I do not intend to seek or accept a position on any future Board of Directors of the Co-op due to ongoing medical reasons.
2. Before this Board was elected, the Co-op was in a state of severe institutional decline. The community had suffered for years from chronic neglect, rising insecurity, physical decay, and an absence of meaningful oversight. The housing complex—intended as a place of safety and stability for vulnerable tenants—had instead become emblematic of abandonment, with residents left to navigate unsafe and unsanitary conditions, often without response or support from the City.
3. The City of Toronto, as Service Manager under the Housing Services Act, 2011, has a statutory duty to support non-profit housing providers like Harry Sherman. In reality, this support was absent. At a time when the Co-op was contending with serious internal fraud,

rising arrears, and the fallout of the COVID-19 pandemic, the City chose to act punitively rather than collaboratively. No material assistance was provided. No meaningful guidance was offered. In every critical moment—when the Co-op needed a partner—the City turned its back.

4. When this Board was elected, we inherited a community in crisis: units overrun by pests, electrical failures, open drug use in stairwells, vulnerable tenants unable to sleep at night for fear of violence. The previous management left the Co-op with only \$23.00 in its account following a fraud of over \$230,000. There were serious structural and safety issues that had been ignored for years, with no plan and no resources to address them.
5. It is only through the leadership, determination, and vision of this Board that meaningful transformation began. We pursued emergency repairs, implemented safety infrastructure, partnered with community organizations, and rebuilt basic systems of trust. This progress was achieved not because of City involvement—but in spite of it.
6. The physical state of the Co-op at the time we assumed our roles was a direct reflection of this abandonment. Many of the apartment units and townhomes were structurally unsound: kitchens and bathrooms had rotted through from years of unchecked leaks; cockroaches and rats were a daily reality; stairwells were occupied by trespassers due to broken locks and lack of monitoring. Electrical systems were failing, and entire areas of the complex, including underground parking and common pathways, were left in darkness. These were not isolated maintenance issues—they were symptoms of long-term systematic neglect.
7. Compounding this deterioration was the absence of any effective relationship with the City's designated liaison. In place of the statutory support envisioned by the Housing Services Act, we encountered bureaucracy, indifference, and often hostility. Repeated requests for technical or financial assistance were either ignored or rejected outright, without alternatives or guidance. Despite the City's role as service manager, it took no steps to provide interim management, help stabilize the Co-op's operations or address the aftermath of the fraud that gutted our accounts. The effect of this neglect was not merely administrative—it was lived daily by families, seniors, and disabled residents who went without repairs, heat, or security.
8. It was in this context that our Board began the difficult task of rebuilding. We made the decision to treat safety, dignity, and habitability as immediate priorities. We oversaw emergency repairs, hired new contractors, installed over 65 security cameras, and restored lighting to high-risk areas. We confronted a long-standing pattern of non-responsiveness by implementing accountability protocols, revising internal policies, and establishing formal relationships with organizations like CHFT. These actions were not easy—and they were not free—but they were necessary. The Co-op's improved safety, reduced crime rates, and restored a sense of community which were a direct result of these efforts.
9. When the current Board assumed responsibility in 2019, the Co-op was not only struggling with physical deterioration and disorganization but had also recently suffered a major financial blow due to a fraud scheme. The fraud, which occurred prior to the Board's second meeting, resulted in the loss of over \$230,000 and left the Co-op with just \$23.00 in its operating account. The management company at the time had failed to implement safeguards or detect the irregularities. Compounding this crisis was the absence of adequate financial oversight policies, recordkeeping systems, or emergency response protocols. There were no updated procedures for managing internal transfers, maintaining confidentiality, or overseeing rent-gated-to-income eligibility. Residents were living in

unsafe and unsanitary conditions, with little understanding of their rights or recourse. These overlapping crises placed the Co-op in a state of operational and financial collapse. “Attached as **Exhibit ‘A’** is a true copy of the statement of claim dated August 18, 2021 (CV-21-00665838-0000) after discovery of the fraud, confirming the Co-op’s balance of \$23.00.”

10. In the course of these proceedings, I become aware of comments and criticisms directed at me personally. While I do not wish to dwell on these matters, I feel it is important to acknowledge that such attacks risk distracting from the real and pressing issues facing the Co-op. In my view, these criticisms divert attention from the broader systemic failures that have impacted residents for years—failures rooted in longstanding neglect, financial instability, and a lack of effective external oversight. Rather than engage in personal disputes, my focus remains on the substantive challenges the Co-op has faced and the efforts our Board has made to address them. I have never received any financial or personal benefit from my role, and my only intention has been to serve the community with integrity and care.

Response to Receiver’s Claim of Stabilization and City’s Requested Relief

11. While the Receiver’s most recent reports suggest that operations at the Co-op have been “generally stabilized” and that substantial improvements have been made, these conclusions do not align with the lived reality of many residents. Paragraph 22 of the Second Court Report, for example, states because the Community First Developments Inc. “CFDI” has completed its review and the Receiver believes operations are now stable, the Court should be informed of certain issues. But that characterization fails to account for ongoing and unresolved issues that continue to impact daily life at the Co-op—issues that are not adequately reflected in the Receiver’s filings and reports.
12. As both a Board member and a resident, I have had direct contact with members of the community throughout the duration of the receivership. During this time, I became aware that **multiple residents were contacting 311**, the City of Toronto’s public service and bylaw enforcement hotline, to report property standards violations and seek assistance regarding persistent maintenance failures. These included unaddressed pest infestations, non-functional heating, water damage, and security issues in common areas. The volume and nature of these reports suggest that serious problems remain under the Receiver’s administration.
13. In order to better understand the extent of these calls and provide an accurate picture to the Court, the Board submitted a formal request under the **Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)** to obtain records of #311-related communications connected to the Co-op. Attached as **Exhibit “B”** to this affidavit is a true copy of the letter dated April 29, 2025 from the City of Toronto and 311-FOI report. This confirms that these concerns are not anecdotal—they are documented and recognized by the City itself.
14. The existence of a pattern of #311 calls during the receivership undermines the suggestion that operations have been normalized or fully stabilized. It also calls into question the completeness of the Receiver’s reports. The Co-op remains a community with vulnerable populations, and continued neglect of maintenance or safety concerns—particularly when

documented through formal municipal channels—requires careful judicial scrutiny, not uncritical approval. In my view, it is essential that the Court approach the Receiver’s conclusions with caution and remain attentive to voices from within the community.

15. In addition to these service failures, it is important to note that the Co-op, under its elected Board, had previously submitted two separate applications for COCHI (Canada-Ontario Community Housing Initiative) funding, both of which were denied. These applications were aimed at securing capital for urgent repairs that had gone unaddressed for years. Now, however, the same COCHI funds are being allocated to the Receiver on the express condition that the receivership be extended. According to the City, funding is contingent on the Receiver remaining in place to carry out the repair work. **Attached as Exhibit “C”** to this affidavit is a copy of the Co-op’s COCHI application and quotations.
16. This shift raises serious concerns. The repairs now approved—roof replacement, lighting upgrades, fire safety modernization, and other deferred maintenance—are not new priorities. They were well-documented needs identified by the Board before the receivership. The fact that these same repairs are now used to justify extending the Receiver’s appointment, while the community continues to report unsafe and deteriorating conditions, creates the appearance that access to public repair funding is being selectively conditioned on the exclusion of the Co-op’s elected leadership. This undermines both public accountability and the credibility of the Receiver’s claim that progress has been made.

Response to Receiver’s Proposed RFEIQ Process and Interference with Democratic Governance

17. The Board has reviewed the Receiver’s recent proposal to initiate a Request for Expressions of Interest and Qualifications (“RFEIQ”) process for selecting future board members of the Co-op. To my knowledge, there is no Court Order authorizing the Receiver to unilaterally initiate such a process. The April 29, 2024, Order of Justice Penny approved the Receiver’s reports and activities described therein and released the Receiver from personal liability for those activities. However, it did not grant any new or extraordinary powers allowing the Receiver to restructure the Co-op’s governance or override the membership’s statutory right to elect their Board.
18. The Board has also reviewed the Appointment Order issued on March 14, 2023. Based on my understanding, the Receiver was appointed to stabilize and manage the Co-op’s property, finances, and day-to-day operations—not to interfere with the Co-op’s internal democratic structure or to replace the members’ right to elect directors. At no point during the receivership has the Board been informed of any subsequent order that empowers the Receiver to impose an external Board selection process such as the RFEIQ.
19. The Board is fully aware that the Co-op’s by-laws requires the holding of regular elections. Specifically, it is mandated that directors must be elected by the membership at duly called members’ meetings. The Board accepts this responsibility and has never sought to avoid or delay democratic renewal. On the contrary, we view elections as critical to restoring the legitimacy of the Co-op’s governance and ensuring its recovery from past dysfunction.
20. The current Board understands that the process for conducting the next election of directors will be facilitated by the Co-operative Housing Federation of Toronto (“CHFT”), in co-ordination with the Receiver. We support this plan. The Board welcomes CHFT’s

involvement as an independent and trusted body and supports any process that guarantees transparency, fairness, and meaningful member participation.

21. Although the Board has been limited in its authority under the receivership, we remain the only democratically elected body representing the Co-op's members. Throughout this period, we have consistently advocated for a return to community-led governance. Both the Co-operative Housing Federation of Toronto and the Co-operative Housing Federation of Canada have expressed support for that goal. Importantly, neither organization has endorsed the Receiver's proposal for an RFEIQ process. Instead, they have emphasized that any transition in governance must respect the membership's legal right to elect directors through established co-operative procedures.
22. In that regard, the Co-op already has in place a detailed and formal by-law governing the election of directors. The Electronic Meetings and Balloting By-law was adopted in accordance with the Co-operative Corporations Act and reflects standard cooperative governance norms. It includes clear procedures for nominations, advance voting, secret balloting, and the formation of an independent election committee. The by-law also includes safeguards for transparency, eligibility screening, and the prevention of conflicts of interest. These provisions are already operational and were specifically designed to protect democratic integrity and ensure accountability in Board elections. **Attached as Exhibit "D"** is a true copy of the Electronic Meetings and Balloting By-law.
23. In my respectful view, the Receiver's proposed RFEIQ process risks overriding these existing legal mechanisms without statutory basis or meaningful member consultation. It would introduce an unnecessary and duplicative filter on who may stand for election to the Board, undermining the autonomy and governance structure that the Co-op and its members have worked hard to preserve.

Concerns Regarding Financial Priorities in the Receiver's SRD

24. The Board has reviewed and compared the Receiver's Statements of Receipts and Disbursements (SRDs) for the periods ending in 2024 and 2025. From this comparison, it is evident that significant and disproportionate expenditures were made on legal fees, Receiver's fees, and administrative services without corresponding improvements in the lived conditions of Co-op residents. In 2025 alone, the Receiver's fees totaled \$387,889 and legal fees amounted to \$139,601. These figures represent steep increases from the prior year, where the Receiver's and legal fees stood at \$204,906 and \$17,400 respectively. Combined, these two-line items consumed more than half a million dollars in 2025—resources which could have been redirected toward urgently needed repairs and community services.
25. Equally concerning is the over \$972,000 spent on property management and bookkeeping in 2025, compared to \$423,637 in the previous year. Despite this, residents continued to report chronic service failures, unresolved maintenance requests, and little to no communication from property management. The disparity between administrative expenses and on-the-ground outcomes suggests a misalignment between financial priorities and the Co-op's actual needs. For instance, while the Co-op received \$442,063 in capital project subsidies in 2025, only \$15,811 was spent on consultant fees for capital work, with no evidence of major repairs or structural upgrades. This echoes similar

underinvestment seen in the 2024 SRD, where COCHI funds were received but never deployed for actual repairs.

26. Spending on essential services such as janitorial work, waste removal, landscaping, and snow clearing also remained insufficient—\$107,657 in 2025 and \$48,309 in 2024—despite recurring reports of pests, garbage buildup, and unsafe stairwells. The Co-op’s physical deterioration persisted throughout both periods, reinforcing the conclusion that core building operations were neglected while administrative and professional service costs ballooned.
27. The lived experience of residents, who frequently resorted to 311 calls due to the lack of response from the Receiver’s contractors, stands in stark contrast to the financial narrative presented in the SRDs. These discrepancies are documented in Exhibit “B” and demonstrate that the financial management of the Co-op under the Receiver prioritized professional billing over resident welfare.

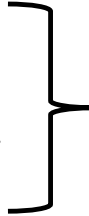
Concerns Regarding the Receiver’s Fees and Disbursements

28. The Board is particularly troubled by the scale of the Receiver’s professional fees and legal disbursements, which it considers excessive and unjustified. According to the Dhanani and Cho Fee Affidavits, the Receiver billed \$217,096 for a single year (March 2024 to March 2025), at an average rate of \$438.71 per hour. Yet there is no observable improvement in services, safety, or communications that would justify these expenditures. From my position as both a Board member and resident, I can affirm that responsiveness remained poor, with numerous unresolved issues continuing to affect daily life.
29. These professional fees are compounded by a similar pattern of high legal expenses—\$139,601 in 2025 alone—without transparency regarding the nature or impact of those services. The situation is particularly concerning given the Co-op’s precarious financial history, including the fraud that left it with only \$23.00 in its account in 2019.
30. In contrast, in the operating budget of another Toronto co-operative under receivership—Upwood Park/Salvador Del Mundo—the projected legal fees for the 2021–2022 fiscal year were only \$10,000, with actual legal expenses in recent years consistently staying under \$20,000. This provides a meaningful benchmark for what constitutes proportionate and reasonable legal spending in similar housing co-operative contexts. The \$139,601 in legal fees reported by the Receiver in the present matter is more than six times that amount, and no clear justification or itemization has been provided to explain this discrepancy. **Attached as Exhibit “E”** is a true copy of the Upwood Park/Salvador Del Mundo Operating Budget showing legal expenses under \$20,000.
31. In light of these concerns, the Board respectfully request that the Court should not approve the Receiver’s fees or legal disbursements at this time. Instead, these accounts should be subject to further scrutiny under the Solicitors Act, through the assessment of accounts process, to determine whether they are fair and reasonable in the context of the Co-op’s financial condition and the quality of services delivered. The Board believes such a review is essential to protect the interests of Co-op members and to ensure accountability for public and community funds.

Conclusion and Request to the Court

32. In light of the concerns raised above, I respectfully ask that the Court consider the full lived experience of the residents at Harry Sherman Crowe Housing Co-operative when assessing the Receiver's reports, disbursements, and proposed governance changes. While the Receiver has reported operational stability, many tenants continue to face unsafe conditions, unresolved maintenance issues, and a loss of voice in decisions affecting their homes. It is my sincere belief that the Co-op can only begin to recover and rebuild trust through a return to democratic governance, meaningful community consultation, and oversight that is transparent and accountable to the residents it serves.
33. I make this affidavit on behalf of the Board in support of the Co-op's position in these proceedings, and not for any improper or collateral purpose.

SWORN by Rosell Kerr
of the City of Toronto in the
Province of Ontario, before me at
the City of Toronto, in the Province of Ontario,
on June 06, 2025, in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely.



Julian Castro Ortiz

Julian Castro Ortiz (Jun 6, 2025 13:27 CDT)

.....
Commissioner for Taking Affidavits
Julian Castro Ortiz
Barrister and Solicitor LSO #77258V


Rosell Kerr (Jun 6, 2025 14:24 EDT)

.....
Rosell Kerr
Signature of the Deponent

This is **Exhibit “A”** mentioned and referred to in the

Affidavit of Rosell Kerr

Affirmed this 06th day of June 2025

Julian Castro Ortiz

Julian Castro Ortiz (Jun 6, 2025 13:39 CDT)

.....
A Commissioner for Taking Affidavit

Julian Castro Ortiz

Barrister and Solicitor LSO #77258V

Court File No. CV-21-00665838-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE

Plaintiff

and

**ALTERNA SAVINGS AND CREDIT UNION LTD., UNIFIED
INS BROKERS LTD., FEDERATED AGENCIES LIMITED,
THE CO-OPERATORS GROUP LIMITED, EFT CANADA,
INC., THE COMMUNITY HOUSING MANAGEMENT
NETWORK CO OPERATIVE, KIM WEIMAN, AND
VERONICA MCHEARN**

Defendants

STATEMENT OF CLAIM

(Commenced by Notice of Action on July 19,
2021)

Pursuant to the Rules of Civil Procedure

August 18, 2021

Courtney Ewart Betty
LSO# 28347U
betty@bettyslaw.com
Tel: 416-972-9472

Glyn Hotz
LSO# 40878M
glyn@hotzlawyers.com
Tel: 416-907-6666

Lawyers for the Plaintiff

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE

Plaintiff

-and-

**ALTERNA SAVINGS AND CREDIT UNION LTD., UNIFIED INS BROKERS LTD.,
FEDERATED AGENCIES LIMITED, THE CO-OPERATORS GROUP LIMITED, EFT
CANADA, INC., THE COMMUNITY HOUSING MANAGEMENT NETWORK CO
OPERATIVE, KIM WEIMAN, AND VERONICA MCHEARN**

Defendants

STATEMENT OF CLAIM

(Commenced by Notice of Action on July 19, 2021)

1. The Plaintiff claims:

- a. general damages in the amount of \$500,000;
- b. special damages, including but not limited to damages to recoup the losses caused or materially contributed to by the defendants, as will be particularized;
- c. costs of this action pursuant to s. 131(1) of the Courts of Justice Act on a substantial indemnity basis plus applicable taxes;
- d. prejudgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43, s. 128;
- e. post judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43, s. 129; and
- f. such further and other relief as to this Honourable Court seems just.

The Parties

2. The Plaintiff, Harry Sherman Crowe Housing Co-operative ("Co-op") is a corporation incorporated pursuant to the laws of Ontario that runs and oversees the maintenance and upkeep of the grounds located at 51 The Chimneystack Rd in North York, Ontario.
3. The Defendant, Alterna Savings and Credit Union Ltd. ("Alterna Savings") is a credit

union based in Ottawa, Ontario, operating throughout Canada; and at all material times Alterna Savings entered into an agreement with the Co-op to provide banking/financial services.

4. The Defendant, Unifed Ins Brokers Ltd. ("Unifed") is a corporation incorporated pursuant to the laws of Canada, and is a wholly owned subsidiary of The Co-operators Group Limited; it is engaged in the business of insurance, and at all material times the Co-op held a policy of insurance through Unifed.
5. The Defendant, The Co-operators Group Limited ("The Co-operators") is a corporation incorporated pursuant to the laws of Canada and is engaged in the business of insurance, and at all material times the Co-op held a policy of insurance through its subsidiary Unifed.
6. The Defendant, Federated Agencies Limited ("Federated Agencies") is a corporation incorporated pursuant to the laws of Canada and is wholly owned subsidiary of The Co-operators Group Limited.
7. The Defendant, EFT Canada, Inc. ("EFT Canada") is a provider of advanced electronic payment services, and at all material times allowed the transactions to take place that caused or materially contributed to losses to the Co-op.
8. The Defendant, The Community Housing Management Network Co-operative ("The Network") is a corporation incorporated pursuant to the laws of Canada and is a network established to help co-ops to fill gaps in management services, and at all material times was responsible for providing day-to-day management services to the Co-op.
9. The Defendant, Kim Weiman is Chief Executive Officer for The Network and at all material times was responsible for the conduct of The Network and for overseeing its employees.
10. The Defendant, Veronica Mchearn, sometimes referred to as Veronica "MacLean" in

various documents, was an employee of The Network and at all material times was an on-site manager with access to the Co-op's accounts.

11. The Co-op pleads that the Defendants are vicariously liable for the acts and omissions of its officers, directors, employees, staff, and agents; and that in every instance each parent corporation is liable for the acts and omissions of any wholly owned subsidiaries.

Material Facts

12. At all material times, the Co-op employed a property management company that was responsible for running the office, managing maintenance and staff members, and conducting business functions on their behalf such as processing rent payments and other financial transactions.
13. The Co-op conducted its banking through Alterna Savings, in particular at its home branch at York University in York Lanes mall.
14. The Co-op had security measures in place to secure its finances, including having designated members on the Board of Directors who had signing privileges for all expenditures brought forward by the Property Manager, and other provisions including two signatures being required for all cheques.
15. Despite these and other measures, sudden and unexpected losses were incurred by the Co-op when funds were removed without consent.
16. After these losses were incurred by the Co-op, Alterna Savings alerted the Co-op to several transactions that were irregular.
17. These transactions showed debits from "Harry Sherman Crowe to Harry Sherman Crowe" in various amounts over \$10,000, but not over \$50,000 (the daily transaction limit), in addition to previous unauthorized withdrawals resulting in other losses.

18. The Co-op contacted Alterna Savings and requested that the account be frozen until the transactions could be investigated.
19. Despite this instruction, several additional unauthorized transactions occurred while the account should have been frozen in accordance with the Co-op's request.
20. The total fraud amount was calculated to be \$230,840.00. The defendant was notified of the potential fraud on July 11, 2019. On this date, the total fraud amount was \$44,987.00. Had the defendant properly conducted its fraud prevention and recovered the funds wrongly removed, the Co-op would not have suffered financial losses in the amount of \$186,287.00. The fact that Alterna Savings had knowledge of the fraud placed their responsibility to the Co-op at a greater degree. Further, the ability of the defendant Alterna to prevent the fraud by recalling the funds removed is indicated by their ability to recover \$44,553.00.
21. The losses have increased as a result of legal and out-of-pocket expenses made in an effort to recover the original losses and damages.
22. The Co-op pleads and relies upon the police report filed in this matter, and other emails, documents, and correspondence in relation to its efforts to recoup its losses.
23. Unifed is an insurer that has failed to provide indemnification for the losses, despite an existing and up to date policy.
24. The Co-op filed a claim for proof of loss with the insurer.
25. The Co-operators Group Limited is the parent company of Unifed and is liable for its conduct in failing to meet its obligations under the policy.
26. Federated Agencies is a wholly owned subsidiary of The Co-operators Group Limited and also failed to indemnify the Co-op.

27. Eft Canada was contractually responsible for processing the transaction and for providing adequate security for all transactions. It failed to recall the transactions in an adequate or proper manner resulting in the losses incurred.
28. Kim Weiman, as Chief Executive Officer for The Network, is responsible for the losses and/or for the acts and omissions of the employees.
29. Veronica Mchearn was an employee of The Network at the material time and had access to the Co-op's accounts which were not properly safeguarded.
30. The Co-op pleads and relies upon the police report filed in this matter, and other emails, documents, and correspondence in relation to its efforts to recoup its losses.

Causes of action

Negligence

31. Alterna Savings owed a duty of care to the Co-op as its financial institution. That duty entails exercising due care and regard in relation to financial transactions, including having a fraud detection system in place, appropriately considering whether monies should be withdrawn, and other loss prevention systems and mechanisms, including immediately instituting a hold on the account when suspicious activities occur, and placing holds properly.
32. To the extent that the majority of the losses occurred, subsequent to Alterna Savings being informed by representatives of the Co-op that there were potential fraudulent transactions, Alterna immediately owed a greater standard of duty of care towards the Co-op having actual knowledge of the transactions, and thus its breach of that duty materially contributed to and increased the amount of losses.
33. Unified, Federated Agencies, and The Co-operators are insurers who owed a duty of care

to the Co-op. That duty entails indemnifying the insured for losses that occurred.

34. To the extent that losses occurred the insurers had an obligation to indemnify the Co-op and its breach of that duty caused or materially contributed to the losses.
35. Eft Canada was at all times responsible for processing transactions and owed a duty of care to customers of Alterna Savings and to Alterna Savings to act with due regard and care. In failing to recall the transactions, Eft Canada caused or materially contributed to the losses.
36. The Network, Ms. Weiman and Ms. McHearn were responsible for safeguarding the accounts and passwords to the funds held for the Co-op by Alterna Savings. As such, these Defendants owed a duty of care to the Co-op to protect the accounts and passwords, and to be vigilant in determining if there were any improper transactions. That duty also entailed security measures in regard to safeguarding the computers and the network, training its employees, and having practices and policies in place to manage the affairs of the Co-op.
37. The Defendants, jointly and severally, knew or ought to have known that their negligence would result in losses and cause harm, as occurred, and are jointly and severally liable for their acts and omissions, the particulars of which are as follows:
 As against Alterna Savings:
 - a. It failed to have proper or adequate security in place to detect losses;
 - b. It failed to have a system in place to hold accounts due to suspicious activities;
 - c. It failed to have procedures and policies in place to advise customers of suspicious activities;
 - d. It failed to have adequate policies, procedures, systems, and training in place to avoid losses and to detect suspicious or fraudulent activities;
 - e. It failed to have a system in place to recall the losses immediately or to minimize the losses; and

- f. It failed to report the losses to regulatory authorities.

As against Unified, Federated Agencies, and The Co-Operators:

- a. They failed to indemnify the Co-op when the premiums were paid and up to date;
- b. They knew or ought to have known that the Co-op suffered losses;
- c. They knew or ought to have known that the Co-op had retained counsel who advised them of the losses; and
- d. They failed to abide by the terms and conditions of their policy of insurance, and to respond to the Claim Number 1642689 and Policy Number 001606727.

As against Eft Canada:

- a. It failed to have systems and policies in place which prevented, reduced, or signalled fraudulent transactions and risk exposure.
- b. It failed to put a hold on and allowed transfers which were not authorized nor legitimate to go through.
- c. It failed to recall the transactions when alerted by Alterna Savings.

As against The Community Housing Management Network Co-operative:

- a. It failed to establish, implement, and enforce security safeguards and internal controls which would prevent a real risk of significant financial harm.
- b. It failed to carry out security and vulnerability assessments to evaluate the effectiveness of its security measures.
- c. It failed to be vigilant about protecting confidential data and failed to utilize privacy locks to restrict access to sensitive data.
- d. It failed to establish management policies and to maintain internal regulations and processes regarding fraudulent activity, failed to maintain security policies, failed to update its policies regularly, and failed to keep staff well informed on such policies.

As against Kim Weiman, as Chief Executive Officer for The Network

- a. Both Kim and Veronica were responsible for reviewing the Co-op's transactions

- at the end of each month on EFT Canada using the same username and password.
- b. Both the username and password were stored on the property manager's office computer in addition to the admin computer which was publicly available and utilized by various temporary workers that worked for the property management company.
- c. Additionally, the username and password were written manually and kept in an unsecured binder accessible to anyone who accessed or remained in the office.
- d. Both Kim and Veronica failed to update and protect the username and password in a manner which would be reasonably expected from experienced property managers hired to manage the Co-op's finances, meet the Co-op's legal requirements, keep the property in good repair and support good governance.

Breach of fiduciary duty

- 38. The Defendants owed a fiduciary duty to protect the interests of the Co-op, as set out hereunder.
- 39. The Co-op relied upon Alterna Savings' expertise to safeguard its funds.
- 40. The Co-op had no power in relation to inspecting the security measures that were in place or making any changes and were entirely reliant upon the security measures taken by Alterna Savings. There was a power imbalance that was to the detriment of the Co-op and resulted in losses. There was a fiduciary relationship.
- 41. The insurer Defendants, Unified, Federated Agencies, and The Co-operators, each and all owed a fiduciary duty to protect the interests of the Co-op and indemnify the Co-op for losses incurred. These Defendants were entirely in control of the policy of insurance and the terms of payment and reimbursement. Although they were aware of the losses in a properly made claim, they failed to indemnify the Co-op.
- 42. These defendants stood as fiduciaries in relation to the Co-op. The Co-op was vulnerable and had limited bargaining power. These defendants are in breach of their fiduciary duty.

Losses were incurred.

43. The Network, Ms. Weiman and Ms. Mchearn held out to have expertise in property management and accordingly to safeguard the interests of the Co-op. They acted in a fiduciary role. The Co-op was entirely reliant upon their expertise and trust. They acted in breach of their fiduciary duty to the Co-op, and losses resulted.

Breach of contract

44. The Defendant Alterna Savings entered into a contract with the Co-op. The basic terms at a minimum required that Alterna Savings would hold its funds in a safe and proper manner as required by basic banking rules and regulations. The fact that Alterna Savings had knowledge of the fraud and failed to act increases the duty of care from Alterna Savings to the Co-op.
45. Despite this agreement and the rules governing financial institutions, Alterna Savings breached its terms by allowing funds to be removed by a third party without authorization.
46. Alterna had a contractual duty not to conceal and to act in honesty and good faith. It did not advise the Co-op of the vulnerabilities in its systems, or its inability to place effective holds in the circumstances of suspicious or unlawful activity.
47. The insurer Defendants, Unified, Federated Agencies, and The Co-operators, one or all had a contractual duty to pay a claim when it is made and legitimate. The contract stipulated that the Co-op was insured in exchange for the payment of premiums. These defendants are in breach of that contract.
48. The Network, Ms. Weiman and Ms. Mchearn had a duty in contract to manage the affairs of the Co-op. The contract entails a duty of honesty and good faith, and not to conceal. These Defendants are in breach of their contractual duty in that they caused or materially contributed to the losses.

Conversion

49. The Defendant Alterna Savings is strictly liable for the tort of conversion.
50. The Co-op had sole and exclusive possession of its funds and access to those funds and the right to exclude others.
51. The Co-op exercised the right to exclude others from removing those funds without authorization.
52. Despite this, the Co-op suffered losses.
53. The Defendant Alterna Savings is strictly liable for the tort of conversion which were caused or materially contributed to by Alterna Savings.
54. The Defendants Network, Ms. Weiman and Ms. Mclearn had access to the funds via the password and account number.
55. At all material times, the Co-op acted to exclude others from the use of its funds, without authorization.
56. These Defendants each and all of them are strictly liable for the losses incurred as a result of the tort of conversion which were caused or materially contributed to by Network, Ms. Weiman and Ms. Mclearn.

Breach of the Consumer Protection Act

57. The Co-op pleads that it was a consumer within the meaning of the *Consumer Protection Act, 2002*, S.O. 2002, c. 30, Sched. A and that subject to s. 14 the Defendants engaged in conduct that constitutes a breach of statute in regard to unfair business practices, in particular in failing to state a material fact if such use or failure deceives or tends to deceive in that Alterna Savings represented that it had security measures in place that

were adequate and The Network, Ms. Weiman and Ms. McNamee concealed that the account and password were not protected, and the insurance company Defendants did not state that it would withhold indemnification.

58. The Co-op pleads that notice is hereby given or seek an order that it is waived.

59. Subject to s. 11, the Co-op pleads that any ambiguities are to be resolved in its favour.

Breach of Banking Laws/Breach of Insurance Laws

60. The Co-Op pleads and relies upon the provisions of the *Bank Act*, S.C. 1991, c. 46; *Electronic Commerce Act*, 2000, S.O. 2000, c. 17; *Payment Card Networks Act*, S.C. 2010, c. 12, s. 1834; and

61. The Defendant Alterna Savings has a statutory duty to act in accordance with provisions of the statute in regard to the security of its accounts.

62. Similarly the insurance company Defendants are governed under the *Insurance Act*, R.S.O. 1990, c. 1.8 and federally under the *Insurance Companies Act*.

63. In failing to protect its funds and in failing to indemnify, the Defendants are liable to the Co-op for breach of statute.

Damages

64. As a result of the aforementioned conduct of the Defendants, the Co-op suffered losses.

65. The Co-op depends upon an ongoing stream of income. As a result of these losses, the Co-op has suffered additional losses as a result of being unable to invest in improvements and make other necessary expenditures which would otherwise have been to its benefit in accruing further income and upgrading its properties.

66. The Co-op has incurred other and out-of-pocket expenses including initially retaining a

lawyer to resolve these issues at the time of loss and prior to litigation.

67. In addition to the financial losses, the Co-op has suffered a loss of reputation which has impeded their ability to govern the Co-op and is likely to erode future business opportunities.
68. The Co-op will provide a list of these other expenses and special damages prior to the trial of this action.
69. The Co-op claims damages for the amount of the loss, and all other incidental and further amounts in recovering those losses, including its ongoing legal costs.
70. It has lost significant revenue as a result of the initial losses, in that it has been unable to increase its revenue as it might have otherwise by investing in its property and its marketing.
71. The Plaintiff relies upon the following provisions of Rule 17 of the *Rules of Civil Procedure* in support of such service: 17.02 (f) – the contracts made in Ontario; 17.02 (g); tort committed in Ontario; and 17.02(p); Defendants carry on business in Ontario.
72. The Plaintiff requests that the trial of this matter be held in the City of Toronto.

August 18, 2021

BETTY'S LAW OFFICE
159 Lawrence Avenue West -- Side
Gate
Toronto ON M5M 1A9
Courtney Betty (LSO # 28347U)
Tel: 416-972-472
Email: sara@bettyslaw.com

HOTZ LAWYERS
Glyn Hotz (LSO # 40878M)
1 Maison Parc Court, Suite 520
Thornhill, ON L4J 9K1
Tel: 416-833-8844
Email: glyn@hotzlawyers.com

Solicitors for the Plaintiff

HARRY SHERMAN CROWE CO-OPERATIVE
Applicant

-and- ALTERNA SAVINGS AND
CREDIT UNION LTD. Et al.

Court File No. CV-21-00665838-0000

Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

STATEMENT OF CLAIM

**BETTY'S LAW OFFICE PROFESSIONAL
CORPORATION**
Barrister & Solicitor
6 Finch Avenue West
Toronto
Ontario M2N 7G2

Courtney Ewart Betty
LSO# 28347U
betty@bettyslaw.com
Tel: 416-972-9472

Glyn Hotz
LSO# 40878M
glyn@hotzlawyers.com
Tel: 416-907-6666
Lawyer for the Plaintiff

This is **Exhibit “B”** mentioned and referred to in the

Affidavit of Rosell Kerr

Affirmed this 06th day of June 2025

Julian Castro Ortiz

.....
Julian Castro Ortiz (Jun 6, 2025 13:39 CDT)

A Commissioner for Taking Affidavit

Julian Castro Ortiz

Barrister and Solicitor LSO #77258V



City Clerk's Office
John D. Elvidge, City Clerk

Corporate Information Management
Services
City Hall, West Tower, 13th Floor
100 Queen Street West
Toronto, Ontario M5H 2N2

Kristie Pratt
Deputy City Clerk

Tel: 416-392-9683
Fax: 416-392-4900
e-mail: Kristie.Pratt@toronto.ca

April 29, 2024

Ms. Sareeda Nur
414-51 The Chimneystack Road
Toronto Ontario M3J 3L9

Dear Ms. Nur:

Subject: City of Toronto Access Request Number 2024-00829

I am replying to your access request under the *Municipal Freedom of Information and Protection of Privacy Act*.

You have requested access to any 311 complaint records for 51 The Chimneystack Road from March 15, 2023, to March 31, 2024.

Staff of 311 has conducted a search for the requested records. This decision reflects the results of their search.

Decision

Access is granted in part to the records found by staff. Access is denied to the remainder of the records under section 14(1) of the *Act*.

Section 14(1) has been relied upon to sever the personal information of individuals as the disclosure would constitute an unjustified invasion of privacy.

Fees

Fees under section 45 of the *Act* apply to your request as follows:

Cost of photocopies	\$ 8.20
Cost of severing 38 pages @ 2 minutes per page and \$30.00 per hour	<u>\$38.00</u>
Total:	\$46.20

Access to the records

The records will be mailed to you after we receive a cheque payable to the City of Toronto in the amount of \$46.20, mailed to the address noted at the top of this letter.

Ms. Sareeda Nur

April 29, 2024

Right to appeal our decision

The *Act* does provide that all or part of the fee can be waived if, in my opinion, it is fair and equitable to do so, if the fee will cause you a financial hardship or if dissemination of the record will benefit public health and safety.

You may ask for a review within 30 days as of the date of this decision by contacting: The Registrar, Information and Privacy Commissioner/Ontario, 2 Bloor Street East, Suite 1400, Toronto, Ontario, M4W 1A8, telephone: 416-326-3333, or toll free 1-800-387-0073.

If you choose to appeal, please provide the Commissioner with the following:

- the request number assigned to your request;
- a copy of this decision letter;
- a copy of your original request;
- the appeal fee for general records of \$25, payable by cheque or money order to the Minister of Finance.

For more information, you may wish to visit the IPC's website:

<http://www.ipc.on.ca/english/Home-Page/>

Should you have any questions, please contact **Thelia Cole, Senior Access and Privacy Officer**, at 416-392-4902 or Thelia-lee.cole@toronto.ca.

Yours truly,

S. Campbell (for)

John D. Elvidge
City Clerk

FOI Report - 2024-00829

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Figure 4 (continued)

31.1. Requests				Notes Created							
31.1. Requests block 1				Date Created	Date Updated	Updated By					
Completed	2023-04-30, 11:11 a.m.	2023-05-02, 12:37 p.m.	Adequate Heat	S. 14(1)	31 The Chimneystack Black Creek	Resident says S. 14(1) from [REDACTED] with no heat for past two weeks. Garage door has been broken which also lets in cold air.	For condos or building select appropriate option. Select other if not applicable.	Unit	2023-04-30	<<Assigned Officer: Treweek, Terry / 416-395-7038 / ttreweek@toronto.ca>>	Integration User
Completed	2023-04-30, 11:11 a.m.	2023-05-02, 12:37 p.m.	Adequate Heat	S. 14(1)	31 The Chimneystack Black Creek	Resident says S. 14(1) from [REDACTED] with no heat for past two weeks. Garage door has been broken which also lets in cold air.	Have you contacted the Owner/Resident?	Yes	2023-05-01	<<Assigned Officer: Community Response - West>>	Integration User
Completed	2023-04-30, 11:11 a.m.	2023-05-02, 12:37 p.m.	Adequate Heat	S. 14(1)	31 The Chimneystack Black Creek	Resident says S. 14(1) from [REDACTED] with no heat for past two weeks. Garage door has been broken which also lets in cold air.	Is this an emergency?	N/A	2023-05-01	<<Assigned Officer: D'Amico, Frank / 416-894-1127 / fdamico@toronto.ca>>	Integration User
Completed	2023-04-30, 11:11 a.m.	2023-05-02, 12:37 p.m.	Adequate Heat	S. 14(1)	31 The Chimneystack Black Creek	Resident says S. 14(1) from [REDACTED] with no heat for past two weeks. Garage door has been broken which also lets in cold air.	Is this a rental property?	Yes			
Completed	2023-04-30, 11:11 a.m.	2023-05-02, 12:37 p.m.	Adequate Heat	S. 14(1)	31 The Chimneystack Black Creek	Resident says S. 14(1) from [REDACTED] with no heat for past two weeks. Garage door has been broken which also lets in cold air.	Landlord's Name	Resident's name sent by RCMP Criminal Justice Agency Terrorism			
Completed	2023-04-30, 11:11 a.m.	2023-05-02, 12:37 p.m.	Adequate Heat	S. 14(1)	31 The Chimneystack Black Creek	Resident says S. 14(1) from [REDACTED] with no heat for past two weeks. Garage door has been broken which also lets in cold air.	Landlord's Phone #				
Completed	2023-04-30, 11:11 a.m.	2023-05-02, 12:37 p.m.	Adequate Heat	S. 14(1)	31 The Chimneystack Black Creek	Resident says S. 14(1) from [REDACTED] with no heat for past two weeks. Garage door has been broken which also lets in cold air.	Property Use	Multi-Residential (1-4 Units)			

311 Requests					Notes Created		
311 Requests block 1					Date	Requester	311 Requester block 1
Completed	2023-04-30, 11:11 a.m.	2023-05-02, 12:37 p.m.	Adequate Heat	S. 14(1)	Is this a Housing Authority property?	No	
				31 The Chimneystack Black Creek Resident says S. 14(1) from [REDACTED] with no heat for past two weeks. Garage door has been broken which also lets in cold air.			
Completed	2023-04-30, 11:11 a.m.	2023-05-02, 12:37 p.m.	Adequate Heat	31 The Chimneystack Black Creek Resident says S. 14(1) from [REDACTED] with no heat for past two weeks. Garage door has been broken which also lets in cold air.	Request Received By?	311 Agent	
Completed	2023-04-30, 11:11 a.m.	2023-05-02, 12:37 p.m.	Adequate Heat	31 The Chimneystack Black Creek Resident says S. 14(1) from [REDACTED] with no heat for past two weeks. Garage door has been broken which also lets in cold air.	Adequate Heat? Please Detail	No Heat	
Completed	2023-04-30, 11:11 a.m.	2023-05-02, 12:37 p.m.	Adequate Heat	31 The Chimneystack Black Creek Resident says S. 14(1) from [REDACTED] with no heat for past two weeks. Garage door has been broken which also lets in cold air.	If multi-unit dwelling, are other units affected?	Whole Building	
Completed	2023-04-30, 11:11 a.m.	2023-05-02, 12:37 p.m.	Adequate Heat	31 The Chimneystack Black Creek Resident says S. 14(1) from [REDACTED] with no heat for past two weeks. Garage door has been broken which also lets in cold air.	Are there any children or elderly people in the dwelling?	Yes	
Completed	2023-04-30, 11:11 a.m.	2023-05-02, 12:37 p.m.	Adequate Heat	31 The Chimneystack Black Creek Resident says S. 14(1) from [REDACTED] with no heat for past two weeks. Garage door has been broken which also lets in cold air.	What is the temperature outside today?	Temperature outside today is 9 degrees	
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m.	Adequate Heat	31 The Chimneystack Black Creek Temperature has been off for 2 weeks and S. 14(1)	For condos or building subject appropriate option? Select either if not applicable)	Unit	Integration User

311 Requests				Notes Created					
311 Requests block 1				Date	Request	Updates block 1			
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m.	Adequate Heat	S. 14(1)	31 The Chimneystack Black Creek	temperature has been off for 2 weeks and S. 14(1)	Have you contacted the Owner/Supervisor?	Yes	
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m.	Adequate Heat	31 The Chimneystack Black Creek S.	temperature has been off for 2 weeks and S. 14(1)	Is this an emergency?	N/A		
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m.	Adequate Heat	31 The Chimneystack Black Creek S.	temperature has been off for 2 weeks and S. 14(1)	Is this a rental property?	Yes		
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m.	Adequate Heat	31 The Chimneystack Black Creek S.	temperature has been off for 2 weeks and S. 14(1)	Landlord's Name	RCM		
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m.	Adequate Heat	31 The Chimneystack Black Creek S.	temperature has been off for 2 weeks and S. 14(1)	Landlord's Phone #	4167348889		
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m.	Adequate Heat	31 The Chimneystack Black Creek S.	temperature has been off for 2 weeks and S. 14(1)	Property Use	Multi-Residential (>=4 Units)		
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m.	Adequate Heat	31 The Chimneystack Black Creek S.	temperature has been off for 2 weeks and S. 14(1)	Is this a Housing Authority property?	N/A		

311 Requests							Notes Created			
311 Requests block 1							Date	Request	Updated block 1	
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m.	Adequate Heat	S. 14(1) 31 The Chimneystack Black Creek	temperature has been off for 2 weeks and S. 14(1)	Request Received By?	311 Agent			
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m.	Adequate Heat	31 The Chimneystack Black Creek	temperature has been off for 2 weeks and S. 14(1)	Adequate Heat Blower Detail	No Heat			
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m.	Adequate Heat	31 The Chimneystack Black Creek	temperature has been off for 2 weeks and S. 14(1)	if multi-unit dwelling, are other units affected?	Whole Building			
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m.	Adequate Heat	31 The Chimneystack Black Creek	temperature has been off for 2 weeks and S. 14(1)	Are there any children or elderly people in the dwelling?	Yes			
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m.	Adequate Heat	31 The Chimneystack Black Creek	temperature has been off for 2 weeks and S. 14(1)	What is the temperature outside today?	9 degrees cel			
Completed	2023-05-08, 1:39 p.m.	2023-05-24, 5:13 a.m.	lost Items in Catch Basin	31 The Chimneystack Black Creek	Called dropped car keys into catch basin. Keenes Ave west and Steeles Ave			2023-05-22	Service Request Log entry added: type: ADDITIONAL INFORMATION, comments: SR Returned Reason: Returned By: ARIENAT Reason for Return of SR: Call Volume Location: POINT: 3889796.58150402, 5430891.38393814)	Integration User

[illegible]

311 Requests				Notes Created							
311 Requests block 1				Date Created	Request Updated	311 Requests block 1					
02/27/15											
Completed	2023-05-22, 10:31 p.m.	2023-05-30, 9:15 a.m.	Property Standards and Maintenance Violations	S. 14(1)	31 The Chimneystack Black Creek	Bathroom sewage Purifier said building needs to flush the main Sewage backing up into apartment bathroom, unable to use water. Property management hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould	For condos or building select appropriate option (Select other if not applicable)	Unit	2023-05-23	<<Assigned Officer: D'Amico, Frank / 416-894-1137 / fdamico@toronto.ca>>	Integration User
Completed	2023-05-22, 10:31 p.m.	2023-05-30, 9:15 a.m.	Property Standards and Maintenance Violations	31 The Chimneystack Black Creek	Bathroom sewage Purifier said building needs to flush the main Sewage backing up into apartment bathroom, unable to use water. Property management hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould	Have you contacted the Owner/Resident/tenant?	Yes		2023-05-05	Resident called with SR number, for updates. CSR advised resident of bylaw officer's contact info.	Bridget Prohla
Completed	2023-05-22, 10:31 p.m.	2023-05-30, 9:15 a.m.	Property Standards and Maintenance Violations	31 The Chimneystack Black Creek	Bathroom sewage Purifier said building needs to flush the main Sewage backing up into apartment bathroom, unable to use water. Property management hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould	Is this an emergency?	N/A				
Completed	2023-05-22, 10:31 p.m.	2023-05-30, 9:15 a.m.	Property Standards and Maintenance Violations	31 The Chimneystack Black Creek	Bathroom sewage Purifier said building needs to flush the main Sewage backing up into apartment bathroom, unable to use water. Property management hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould	Is this a rental property?	Yes				
Completed	2023-05-22, 10:31 p.m.	2023-05-30, 9:15 a.m.	Property Standards and Maintenance Violations	31 The Chimneystack Black Creek	Bathroom sewage Purifier said building needs to flush the main Sewage backing up into apartment bathroom, unable to use water. Property management hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould	Landlord's Name	Elizabeth				
Completed	2023-05-22, 10:31 p.m.	2023-05-30, 9:15 a.m.	Property Standards and Maintenance Violations	31 The Chimneystack Black Creek	Bathroom sewage Purifier said building needs to flush the main Sewage backing up into apartment bathroom, unable to use water. Property management hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould	Landlord's Phone #	416/768889				
Completed	2023-05-22, 10:31 p.m.	2023-05-30, 9:15 a.m.	Property Standards and Maintenance Violations	31 The Chimneystack Black Creek	Bathroom sewage Purifier said building needs to flush the main Sewage backing up into apartment bathroom, unable to use water. Property management hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould	Property Use	Multi-Residential (1-4 Units)				

311 Requests							Notes Created	
311 Requests block 1							Date Created	Created User
							311 Requests block 1	
Completed	2023-05-22, 10:31 p.m.	2023-05-30, 9:15 a.m.	Property Standards and Maintenance Violations	S ₁ 14(1) S ₁	31 The Chimneystack Black Creek	Bathroom sewage. Plumber said building needs to use water. Property management hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould	Is this a Housing Authority property?	N/A
Completed	2023-05-22, 10:31 p.m.	2023-05-30, 9:15 a.m.	Property Standards and Maintenance Violations	31 The Chimneystack S ₁	Humber River-Black Creek	Bathroom sewage. Plumber said building needs to flush the main Sewage backing up into apartment bathroom, unable to use water. Property management hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould	Request Received By?	311 Agent
Completed	2023-05-22, 10:31 p.m.	2023-05-30, 9:15 a.m.	Property Standards and Maintenance Violations	31 The Chimneystack S ₁	Humber River-Black Creek	Bathroom sewage. Plumber said building needs to flush the main Sewage backing up into apartment bathroom, unable to use water. Property management hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould	What is the property by-law infraction?	Wsl Services
Completed	2023-05-22, 10:31 p.m.	2023-05-30, 9:15 a.m.	Property Standards and Maintenance Violations	31 The Chimneystack S ₁	Humber River-Black Creek	Bathroom sewage. Plumber said building needs to flush the main Sewage backing up into apartment bathroom, unable to use water. Property management hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould	Health Related Issue?	Mold
Completed	2023-05-22, 10:31 p.m.	2023-05-30, 9:15 a.m.	Property Standards and Maintenance Violations	31 The Chimneystack S ₁	Humber River-Black Creek	Bathroom sewage. Plumber said building needs to flush the main Sewage backing up into apartment bathroom, unable to use water. Property management hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould	Is the Property Standards request concerning any of the following?	N/A
Completed	2023-05-22, 10:31 p.m.	2023-05-30, 9:15 a.m.	Property Standards and Maintenance Violations	31 The Chimneystack S ₁	Humber River-Black Creek	Bathroom sewage. Plumber said building needs to flush the main Sewage backing up into apartment bathroom, unable to use water. Property management hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould	Is this issue before the Landlord and Tenant Board?	No
Completed	2023-05-22, 10:31 p.m.	2023-05-30, 9:15 a.m.	Property Standards and Maintenance Violations	31 The Chimneystack S ₁	Humber River-Black Creek	Bathroom sewage. Plumber said building needs to flush the main Sewage backing up into apartment bathroom, unable to use water. Property management hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould	Inspection Note	Integration User
Completed	2023-05-22, 10:31 p.m.	2023-05-30, 9:15 a.m.	Property Standards and Maintenance Violations	31 The Chimneystack S ₁	Humber River-Black Creek	Bathroom sewage. Plumber said building needs to flush the main Sewage backing up into apartment bathroom, unable to use water. Property management hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould	Inspection Date: June 23, 2023 12:00:00 Inspection Notes: 933018 collected five bins June 22nd @ 15:12	

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31.1. Requests					Notes Created			
31.1. Requests block 1					Date Created	Date Request Updated	31.1. Requests block 1	
Completed	2023-08-14, 6:46 p.m.	2023-11-10, 1:10 p.m.	Property Standards and Maintenance Violations	S. 14(1) S. 1	31 The Chimneystack and the 2 faceted small like sewerage, said she reported this issue over 2 weeks ago and was told this would be fixed, however it has not	Reported that one toilet is flooded in the Property Standards request concerning any of the following?	N/A	
Completed	2023-08-14, 6:46 p.m.	2023-11-10, 1:10 p.m.	Property Standards and Maintenance Violations	31 The Chimneystack and S. 1	Reported that one toilet is flooded in the Property Standards request and the 2 faceted small like sewerage, said she reported this issue over 2 weeks ago and was told this would be fixed, however it has not	For condo or building select appropriate option below other if not applicable	Other	2023-09-06
Completed	2023-09-04, 3:09 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations	31 The Chimneystack and Black Creek	There are two elevators and one work have buttons that do not work. Tenants can't get to the ground floor because the button is missing	Have you contacted the Owner/Supintendent?	Yes	<Assigned Officer: D'Amico, Frank / 416-894-1127 / fdamico@toronto.ca>
Completed	2023-09-04, 3:09 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations	31 The Chimneystack and Black Creek	There are two elevators and one work have buttons that do not work. Tenants can't get to the ground floor because the button is missing	Is this an emergency?	N/A	Integration User
Completed	2023-09-04, 3:09 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations	31 The Chimneystack and Black Creek	There are two elevators and one work have buttons that do not work. Tenants can't get to the ground floor because the button is missing	Is this a rental property?	Yes	
Completed	2023-09-04, 3:09 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations	31 The Chimneystack and Black Creek	There are two elevators and one work have buttons that do not work. Tenants can't get to the ground floor because the button is missing	Landlord's Name	RFS Canada	

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31.1. Requests				Notes Created								
31.1. Requests block 1				Date	31.1 Request	Updates block 1						
Completed	2023-09-04, 3:09 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations	5, 14(1)	31 The Chimneyrack Black Creek	There are two elevators and one is not working. The other one that is not working has buttons that do not work. The buttons are not on the ground floor because the button is missing.	Is this issue before the Landlord and Tenant Board?	No	Common Area			
					31 The Chimneyrack Black Creek	Two elevators but only one elevator working. However, only the 1st floor or 4th floor Building management is aware but there is no urgency for repair.	For condo or building select appropriate option) Select either if not applicable)					
Completed	2023-09-04, 3:47 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations		31 The Chimneyrack Black Creek	Two elevators but only one elevator working. However, only the 1st floor or 4th floor Building management is aware but there is no urgency for repair.	Have you contacted the Owner/Superintendent?	Yes				
					31 The Chimneyrack Black Creek	Two elevators but only one elevator working. However, only the 1st floor or 4th floor Building management is aware but there is no urgency for repair.	Is this an emergency?	N/A				
Completed	2023-09-04, 3:47 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations		31 The Chimneyrack Black Creek	Two elevators but only one elevator working. However, only the 1st floor or 4th floor Building management is aware but there is no urgency for repair.	Is this a rental property?	Yes				
Completed	2023-09-04, 3:47 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations		31 The Chimneyrack Black Creek	Two elevators but only one elevator working. However, only the 1st floor or 4th floor Building management is aware but there is no urgency for repair.	Landlord's Name	RSM Canada Limited				
Completed	2023-09-04, 3:47 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations		31 The Chimneyrack Black Creek	Two elevators but only one elevator working. However, only the 1st floor or 4th floor Building management is aware but there is no urgency for repair.	Landlord's Phone #	416-460-0160				

311 Requests				Notes Created							
311 Requests block 1				Date 311 Request Updated 311 Requests block 1							
Completed	2023-09-04, 3:47 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations	5, 14(1)	31 The Chimneystack Black Creek	Two elevators but only one elevator working. However, only the 1st floor or 4th floor Building management is aware but there is no agency for repair.	Property Use	Multi-Residential (>=4 Units)			
Completed	2023-09-04, 3:47 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Two elevators but only one elevator working. However, only the 1st floor or 4th floor Building management is aware but there is no agency for repair.	Is this a Housing Authority property?	No			
Completed	2023-09-04, 3:47 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Two elevators but only one elevator working. However, only the 1st floor or 4th floor Building management is aware but there is no agency for repair.	Request Received By?	311 Agent			
Completed	2023-09-04, 3:47 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Two elevators but only one elevator working. However, only the 1st floor or 4th floor Building management is aware but there is no agency for repair.	What is the property by-law infraction?	Elevators not working			
Completed	2023-09-04, 3:47 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Two elevators but only one elevator working. However, only the 1st floor or 4th floor Building management is aware but there is no agency for repair.	Health Related Issue?	N/A			
Completed	2023-09-04, 3:47 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Two elevators but only one elevator working. However, only the 1st floor or 4th floor Building management is aware but there is no agency for repair.	Is the Property Standards request concerning any of the following?	N/A			
Completed	2023-09-04, 3:47 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Two elevators but only one elevator working. However, only the 1st floor or 4th floor Building management is aware but there is no agency for repair.	Is this issue before the Landlord and Tenant Board?	Yes			

311 Requests										Notes Created	
311 Requests block 1										Date	User
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311 Requests							Notes Created		
311 Requests block 1							Date Created	Request Updated	311 Requests block 1
Completed	2023-09-12, 8:28 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations	5, 14(1)	Humber River-Chimneystack Black Creek	Elevators not working every week and the garbage is also overflowing, disabled residents not able to go down due to elevator not working. Elevators buttons not working as well.	Is this a Housing Authority property?	Yes	
Completed	2023-09-12, 8:28 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations		Humber River-Chimneystack Black Creek	Elevators not working every week and the garbage is also overflowing, disabled residents not able to go down due to elevator not working. Elevators buttons not working as well.	Request Received By?	311 Agent	
Completed	2023-09-12, 8:28 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations		Humber River-Chimneystack Black Creek	Elevators not working every week and the garbage is also overflowing, disabled residents not able to go down due to elevator not working. Elevators buttons not working as well.	What is the property by-law infraction?	Elevators not working	
Completed	2023-09-12, 8:28 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations		Humber River-Chimneystack Black Creek	Elevators not working every week and the garbage is also overflowing, disabled residents not able to go down due to elevator not working. Elevators buttons not working as well.	Health Related Issue?	N/A	
Completed	2023-09-12, 8:28 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations		Humber River-Chimneystack Black Creek	Elevators not working every week and the garbage is also overflowing, disabled residents not able to go down due to elevator not working. Elevators buttons not working as well.	Is the Property Standards request concerning any of the following?	N/A	
Completed	2023-09-12, 8:28 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations		Humber River-Chimneystack Black Creek	Elevators not working every week and the garbage is also overflowing, disabled residents not able to go down due to elevator not working. Elevators buttons not working as well.	Is this issue before the Landlord and Tenant Board?	No	
Completed	2023-09-12, 8:28 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations		Humber River-Chimneystack Black Creek	The building area has been broken for 7 years, no security and public is accessing the property grounds for parking	Common Area		
03635837	Completed	2023-09-12, 8:28 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations	31 The Chimneystack Black Creek		<<Assigned Officer: D'Amico, Frank /416-594-1117 /fdamico@toronto.ca>>		Integration User

311 Requests							Notes Created		
311 Requests block 1							Date	Request	Updated Block 1
Completed	2023-09-12, 8:34 a.m.	2023-11-01, 1:21 p.m.	Property Standards and Maintenance Violations	5, 14(1)	Hunter River-Black Creek	The building gate has been broken for 2 years, no security and public is accessing the property grounds for parking	Have you contacted the Owner/Supintendent?	Yes	
Completed	2023-09-12, 8:34 a.m.	2023-11-01, 1:21 p.m.	Property Standards and Maintenance Violations		Hunter River-Black Creek	The building gate has been broken for 2 years, no security and public is accessing the property grounds for parking	Is this an emergency?	N/A	
Completed	2023-09-12, 8:34 a.m.	2023-11-01, 1:21 p.m.	Property Standards and Maintenance Violations		Hunter River-Black Creek	The building gate has been broken for 2 years, no security and public is accessing the property grounds for parking	Is this a rental property?	Yes	
Completed	2023-09-12, 8:34 a.m.	2023-11-01, 1:21 p.m.	Property Standards and Maintenance Violations		Hunter River-Black Creek	The building gate has been broken for 2 years, no security and public is accessing the property grounds for parking	Landlord's Name		
Completed	2023-09-12, 8:34 a.m.	2023-11-01, 1:21 p.m.	Property Standards and Maintenance Violations		Hunter River-Black Creek	The building gate has been broken for 2 years, no security and public is accessing the property grounds for parking	Landlord's Phone #		
Completed	2023-09-12, 8:34 a.m.	2023-11-01, 1:21 p.m.	Property Standards and Maintenance Violations		Hunter River-Black Creek	The building gate has been broken for 2 years, no security and public is accessing the property grounds for parking	Property Use	Multi-Residential (>4 Units)	
Completed	2023-09-12, 8:34 a.m.	2023-11-01, 1:21 p.m.	Property Standards and Maintenance Violations		Hunter River-Black Creek	The building gate has been broken for 2 years, no security and public is accessing the property grounds for parking	Is this a Housing Authority property?	Yes	

311 Requests							Notes Created	
311 Requests block 1							Date Created	Request Updated Block 1
Completed	2023-09-12, 8:34 a.m.	2023-11-10, 1:21 p.m.	Property Standards and Maintenance Violations	S. 14(1)	Humber River-Black Creek	The building gate has been broken for 2 years, no security and public is accessing the property grounds for parking.	Request Received By?	311 Agent
Completed	2023-09-12, 8:34 a.m.	2023-11-10, 1:21 p.m.	Property Standards and Maintenance Violations		Humber River-Black Creek	The building gate has been broken for 2 years, no security and public is accessing the property grounds for parking.	What is the property by-law infraction?	Other
Completed	2023-09-12, 8:34 a.m.	2023-11-10, 1:21 p.m.	Property Standards and Maintenance Violations		Humber River-Black Creek	The building gate has been broken for 2 years, no security and public is accessing the property grounds for parking.	Health Related Issue?	N/A
Completed	2023-09-12, 8:34 a.m.	2023-11-10, 1:21 p.m.	Property Standards and Maintenance Violations		Humber River-Black Creek	The building gate has been broken for 2 years, no security and public is accessing the property grounds for parking.	Is this issue before the landlord and tenant board?	No
Completed	2023-09-12, 8:34 a.m.	2023-11-10, 1:21 p.m.	Property Standards and Maintenance Violations		Humber River-Black Creek	The building gate has been broken for 2 years, no security and public is accessing the property grounds for parking.	Is the Property Standards request concerning any of the following?	N/A
Completed	2023-09-12, 9:15 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations		Humber River-Black Creek	elevator floor panels are out of standard/broken, buttons are not working for the same floor a problem w/persons w/disability.	For condos or building select appropriate option. Select other if not applicable.	Common Area
Completed	2023-09-12, 9:15 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations		Humber River-Black Creek	elevator floor panels are out of standard/broken, buttons are not working for the same floor a problem w/persons w/disability.	Have you contacted the Owner/Supintendent?	Yes

311 Requests							Notes Created		
311 Requests block 1							Date	Requester	Updates block 1
Completed	2023-09-12, 9:15 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations	S. 14(1) S. 14(1) S. 14(1)	Hunter River-Black Creek	elevator floor panels are out of standard(broken, buttons are not w/persons w/disability	Is this an emergency?	N/A	
Completed	2023-09-12, 9:15 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations	31 The Chimneystack to S. 14(1) S. 14(1) S. 14(1)	Hunter River-Black Creek	elevator floor panels are out of standard(broken, buttons are not w/persons w/disability	Is this a rental property?	Yes	
Completed	2023-09-12, 9:15 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations	31 The Chimneystack to S. 14(1) S. 14(1) S. 14(1)	Hunter River-Black Creek	elevator floor panels are out of standard(broken, buttons are not w/persons w/disability	Landlord's Name		
Completed	2023-09-12, 9:15 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations	31 The Chimneystack to S. 14(1) S. 14(1) S. 14(1)	Hunter River-Black Creek	elevator floor panels are out of standard(broken, buttons are not w/persons w/disability	Landlord's Phone #		
Completed	2023-09-12, 9:15 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations	31 The Chimneystack to S. 14(1) S. 14(1) S. 14(1)	Hunter River-Black Creek	elevator floor panels are out of standard(broken, buttons are not w/persons w/disability	Property Use	Multi-Residential (3-4 Units)	
Completed	2023-09-12, 9:15 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations	31 The Chimneystack to S. 14(1) S. 14(1) S. 14(1)	Hunter River-Black Creek	elevator floor panels are out of standard(broken, buttons are not w/persons w/disability	Is this a housing authority property?	N/A	
Completed	2023-09-12, 9:15 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations	31 The Chimneystack to S. 14(1) S. 14(1) S. 14(1)	Hunter River-Black Creek	elevator floor panels are out of standard(broken, buttons are not w/persons w/disability	Request Received By?	311 Agent	

311 Requests									
311 Requests block 1									
							Date Created 3/11/2023 10:07 AM Updated 3/11/2023 10:07 AM		
Completed	2023-09-12, 9:15 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations	S. 14(1) S. S.	31 The Chimneyrack Black Creek	elevator floor panels are out of standard(broken, buttons are not working w/persons w/disability	What is the property by-law infraction?	Elevators not working	
Completed	2023-09-12, 9:15 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations	31 The Chimneyrack S. S.	Humber River-Black Creek	elevator floor panels are out of standard(broken, buttons are not working w/persons w/disability	Health Related Issue?	N/A	
Completed	2023-09-12, 9:15 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations	31 The Chimneyrack S. S.	Humber River-Black Creek	elevator floor panels are out of standard(broken, buttons are not working w/persons w/disability	Is the Property Standards request concerning any of the following?	N/A	
Completed	2023-09-12, 9:15 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations	31 The Chimneyrack S. S.	Humber River-Black Creek	elevator floor panels are out of standard(broken, buttons are not working w/persons w/disability	Is this issue before the Landlord and Tenant Board?	No	
Completed	2023-10-07, 1:26 p.m.	2023-10-07, 2:48 p.m.	Stray - Confined	31 The Chimneyrack S. S.	Humber River-Black Creek	green parrot has been captured and is confined in a box on site.	Are you reporting this between 1:00 a.m. - 6:00 a.m.?	No	2023-10-07 ANIMALC-ASG-1395- TACIDP-POL 1 PR 1 : : Integration User
Completed	2023-10-07, 1:26 p.m.	2023-10-07, 2:48 p.m.	Stray - Confined	31 The Chimneyrack S. S.	Humber River-Black Creek	green parrot has been captured and is confined in a box on site.	Indicate animal type	Dog	
Completed	2023-10-07, 1:26 p.m.	2023-10-07, 2:48 p.m.	Stray - Confined	31 The Chimneyrack S. S.	Humber River-Black Creek	green parrot has been captured and is confined in a box on site.	Are you willing to stay onsite until the officer arrives?	Yes	

31.1. Requests				Notes Created							
31.1. Requests block 1				Date	31.1 Request	31.1 Request	31.1 Request				
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Completed	2023-12-01, 11:41 a.m.	2024-01-26, 2:52 p.m.	Property Standards and Maintenance Violations	S. 14(1)	31 The Chimneystack Black Creek	Tenant reports that the underground garage parking door has been left open and has been broken for over a week. This is a concern for vehicle safety	For condos or building select appropriate option (select other if not applicable)	Common Area	2023-12-01	<<Assigned Officer: D'Amico, Frank / 416-894-1127 / fdamico@toronto.ca>>	Integration User
Completed	2023-12-01, 11:41 a.m.	2024-01-26, 2:52 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Tenant reports that the underground garage parking door has been left open and has been broken for over a week. This is a concern for vehicle safety	Have you contacted the Owner/superintendent?	Yes			
Completed	2023-12-01, 11:41 a.m.	2024-01-26, 2:52 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Tenant reports that the underground garage parking door has been left open and has been broken for over a week. This is a concern for vehicle safety	Is this an emergency?	N/A			
Completed	2023-12-01, 11:41 a.m.	2024-01-26, 2:52 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Tenant reports that the underground garage parking door has been left open and has been broken for over a week. This is a concern for vehicle safety	Is this a rental property?	Yes			
Completed	2023-12-01, 11:41 a.m.	2024-01-26, 2:52 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Tenant reports that the underground garage parking door has been left open and has been broken for over a week. This is a concern for vehicle safety	Landlord's Name	RMS Canada Limited			
Completed	2023-12-01, 11:41 a.m.	2024-01-26, 2:52 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Tenant reports that the underground garage parking door has been left open and has been broken for over a week. This is a concern for vehicle safety	Landlord's Phone #	416-736-8889 harryberman@velnet.ca			
Completed	2023-12-01, 11:41 a.m.	2024-01-26, 2:52 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Tenant reports that the underground garage parking door has been left open and has been broken for over a week. This is a concern for vehicle safety	Property Use	Multi-Residential (1-4 Units)			
Completed	2023-12-01, 11:41 a.m.	2024-01-26, 2:52 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Tenant reports that the underground garage parking door has been left open and has been broken for over a week. This is a concern for vehicle safety					
Completed	2023-12-01, 11:41 a.m.	2024-01-26, 2:52 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Tenant reports that the underground garage parking door has been left open and has been broken for over a week. This is a concern for vehicle safety					
Completed	2023-12-01, 11:41 a.m.	2024-01-26, 2:52 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Tenant reports that the underground garage parking door has been left open and has been broken for over a week. This is a concern for vehicle safety					

311 Requests				Notes Created			
311 Requests block 1				Date	311 Request	311 Request	
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Completed	2024-01-10, 9:15 a.m.	2024-01-26, 2:50 p.m.	Property Standards and Maintenance Violations	5, 14(1)	31 The Chimneystack Black Creek	Elevators out of service more than 1 month- no follow-up from landlord/PM Only 1 elevator left in service	Is this an emergency?	N/A	
Completed	2024-01-10, 9:15 a.m.	2024-01-26, 2:50 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Elevators out of service more than 1 month- no follow-up from landlord/PM Only 1 elevator left in service	Is this a rental property?	Yes	
Completed	2024-01-10, 9:15 a.m.	2024-01-26, 2:50 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Elevators out of service more than 1 month- no follow-up from landlord/PM Only 1 elevator left in service		John	
Completed	2024-01-10, 9:15 a.m.	2024-01-26, 2:50 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Elevators out of service more than 1 month- no follow-up from landlord/PM Only 1 elevator left in service		416-736-8889	
Completed	2024-01-10, 9:15 a.m.	2024-01-26, 2:50 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Elevators out of service more than 1 month- no follow-up from landlord/PM Only 1 elevator left in service		Multi-Residential (3-4 Units)	
Completed	2024-01-10, 9:15 a.m.	2024-01-26, 2:50 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Elevators out of service more than 1 month- no follow-up from landlord/PM Only 1 elevator left in service	Is this a Housing Authority property?	N/A	
Completed	2024-01-10, 9:15 a.m.	2024-01-26, 2:50 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Elevators out of service more than 1 month- no follow-up from landlord/PM Only 1 elevator left in service	Request Received By?	311 Agent	

311 Requests				Notes Created					
311 Requests Block 1				Date 311 Request Updates Block 1					
Completed	2024-01-10, 9:15 a.m.	2024-01-26, 2:50 p.m.	Property Standards and Maintenance Violations	5, 14(1)	31 The Chimneyrack Black Creek	Elevators out of service more than 1 month- no follow-up from landlord/PM Only 1 elevator left in service	What is the property by-law infraction?	Elevators not working	
Completed	2024-01-10, 9:15 a.m.	2024-01-26, 2:50 p.m.	Property Standards and Maintenance Violations		31 The Chimneyrack Black Creek	Elevators out of service more than 1 month- no follow-up from landlord/PM Only 1 elevator left in service	Health Related issue?	N/A	
Completed	2024-01-10, 9:15 a.m.	2024-01-26, 2:50 p.m.	Property Standards and Maintenance Violations		31 The Chimneyrack Black Creek	Elevators out of service more than 1 month- no follow-up from landlord/PM Only 1 elevator left in service	Is the Property Standards request concerning any of the following?	N/A	
Completed	2024-01-10, 9:15 a.m.	2024-01-26, 2:50 p.m.	Property Standards and Maintenance Violations		31 The Chimneyrack Black Creek	Elevators out of service more than 1 month- no follow-up from landlord/PM Only 1 elevator left in service			
Completed	2024-01-10, 9:15 a.m.	2024-01-26, 2:50 p.m.	Property Standards and Maintenance Violations		31 The Chimneyrack Black Creek	Elevators out of service more than 1 month- no follow-up from landlord/PM Only 1 elevator left in service	For condo or building select appropriate option. Select other if not applicable	Unit and Common Area	
Completed	2024-01-17, 6:34 p.m.	2024-01-18, 8:42 a.m.	Adequate Heat - No Heat - After Hours	31 The Chimneyrack Black Creek	Resident said entire Bldg is cold. Ongoing issue for a few weeks. Caller said this happened last year as well. Property management said they have no money.	Have you contacted the Owner/Supervisor?	Yes		
Completed	2024-01-17, 6:34 p.m.	2024-01-18, 8:42 a.m.	Adequate Heat - No Heat - After Hours	31 The Chimneyrack Black Creek	Resident said entire Bldg is cold. Ongoing issue for a few weeks. Caller said this happened last year as well. Property management said they have no money.	Is this an emergency?	N/A		

311 Requests							Notes Created		
311 Requests block 1							Date Created 311 Request Updated block 1		
Completed	2024-01-17, 6:34 p.m.	2024-01-18, 8:42 a.m.	Adequate Heat - No Heat - After Hours	5, 14(1)	31 The Chimneyrock Black Creek	Resident said entire bldg is cold. Ongoing issue for a few weeks. Called and no response from as well. Property management said they have no money.	Is this a rental property?	Yes	
Completed	2024-01-17, 6:34 p.m.	2024-01-18, 8:42 a.m.	Adequate Heat - No Heat - After Hours		31 The Chimneyrock Black Creek	Resident said entire bldg is cold. Ongoing issue for a few weeks. Called and this happened last year as well. Property management said they have no money.	Landlord's Name	RCM Canada Limited	
Completed	2024-01-17, 6:34 p.m.	2024-01-18, 8:42 a.m.	Adequate Heat - No Heat - After Hours		31 The Chimneyrock Black Creek	Resident said entire bldg is cold. Ongoing issue for a few weeks. Called and this happened last year as well. Property management said they have no money.	Landlord's Phone #	416-735-8889	
Completed	2024-01-17, 6:34 p.m.	2024-01-18, 8:42 a.m.	Adequate Heat - No Heat - After Hours		31 The Chimneyrock Black Creek	Resident said entire bldg is cold. Ongoing issue for a few weeks. Called and this happened last year as well. Property management said they have no money.	Property Use	Multi-Residential (3-4 Units)	
Completed	2024-01-17, 6:34 p.m.	2024-01-18, 8:42 a.m.	Adequate Heat - No Heat - After Hours		31 The Chimneyrock Black Creek	Resident said entire bldg is cold. Ongoing issue for a few weeks. Called and this happened last year as well. Property management said they have no money.	Is this a Housing Authority property?	Yes	
Completed	2024-01-17, 6:34 p.m.	2024-01-18, 8:42 a.m.	Adequate Heat - No Heat - After Hours		31 The Chimneyrock Black Creek	Resident said entire bldg is cold. Ongoing issue for a few weeks. Called and this happened last year as well. Property management said they have no money.	Request Received By?	311 Agent	
Completed	2024-01-17, 6:34 p.m.	2024-01-18, 8:42 a.m.	Adequate Heat - No Heat - After Hours		31 The Chimneyrock Black Creek	Resident said entire bldg is cold. Ongoing issue for a few weeks. Called and this happened last year as well. Property management said they have no money.	Adequate Heat Follow Detail	No Heat	

311 Requests				Notes Created								
311 Requests block 1				Date	Requester	311 Request Updates block 1						
Completed	2024-01-17, 6:34 p.m.	2024-01-18, 8:42 a.m.	Adequate Heat - No Heat - After Hours	5, 14(1)	31 The Chimneyrock Black Creek	Resident said entire bldg is cold. Ongoing issue for a few weeks. Caller said this happened last year as well. Property management said they have no money.	if multi-unit dwelling, are other units affected?	Whole Building				
Completed	2024-01-17, 6:34 p.m.	2024-01-18, 8:42 a.m.	Adequate Heat - No Heat - After Hours		31 The Chimneyrock Black Creek	Resident said entire bldg is cold. Ongoing issue for a few weeks. Caller said this happened last year as well. Property management said they have no money.	Are there any children or elderly people in the dwelling?	Yes				
Completed	2024-01-17, 6:34 p.m.	2024-01-18, 8:42 a.m.	Adequate Heat - No Heat - After Hours		31 The Chimneyrock Black Creek	Resident said entire bldg is cold. Ongoing issue for a few weeks. Caller said this happened last year as well. Property management said they have no money.	What is the temperature outside today?	-7				
Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m.	Adequate Heat - No Heat - After Hours		31 The Chimneyrock Black Creek	Very low heat in building. Only one boiler working, building is aware but will not fix. Issue has been known about one boiler before winter. Tenants are leaving their ovens open and on to heat the units which is safety concern.	Have you contacted the Owner/Supervisor/interndent?	Yes		2024-01-18	<<Assigned Officer: Tremble, Terry / 416-395-7038 / tremble@toronto.ca>>	Integration User
Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m.	Adequate Heat - No Heat - After Hours		31 The Chimneyrock Black Creek	Very low heat in building. Only one boiler working, building is aware but will not fix. Issue has been known about one boiler before winter. Tenants are leaving their ovens open and on to heat the units which is safety concern.	Is this an emergency?	N/A		2024-01-19	<<Assigned Officer: Community Response- Weibo>>	Integration User
Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m.	Adequate Heat - No Heat - After Hours	31 The Chimneyrock Black Creek	Very low heat in building. Only one boiler working, building is aware but will not fix. Issue has been known about one boiler before winter. Tenants are leaving their ovens open and on to heat the units which is safety concern.	Is this a rental property?	Yes		2024-01-19	<<Assigned Officer: P. Amico, Frank / 416-394-1117 / famico@toronto.ca>>	Integration User	
04237023	Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m.	Adequate Heat - No Heat - After Hours	31 The Chimneyrock Black Creek	Very low heat in building. Only one boiler working, building is aware but will not fix. Issue has been known about one boiler before winter. Tenants are leaving their ovens open and on to heat the units which is safety concern.	For condo or building select appropriate option, select other if not applicable	Unit and Common Area		2024-01-17	There is also no hot water in the building which is related to the no heat issue.	Tavis Gallimore

311 Requests							Notes Created	
311 Requests block 1							Date Created	Requester's Name
							311 Requests block 1	
Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m.	Adequate Heat - No Heat - After Hours	5, 14(1)	31 The Chimneystack Black Creek	Very low heat in building. Only one boiler working, building is aware but will not fix. Issue has been known about one boiler before winter. Tenants are leaving their ovens open and on to heat the units which is safety concern.	Landlord's Name	RSM Canada Limit
Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m.	Adequate Heat - No Heat - After Hours		31 The Chimneystack Black Creek	Very low heat in building. Only one boiler working, building is aware but will not fix. Issue has been known about one boiler before winter. Tenants are leaving their ovens open and on to heat the units which is safety concern.	Landlord's Phone #	416-736-8889
Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m.	Adequate Heat - No Heat - After Hours		31 The Chimneystack Black Creek	Very low heat in building. Only one boiler working, building is aware but will not fix. Issue has been known about one boiler before winter. Tenants are leaving their ovens open and on to heat the units which is safety concern.	Property Use	Multi-Residential (3-4 Units)
Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m.	Adequate Heat - No Heat - After Hours		31 The Chimneystack Black Creek	Very low heat in building. Only one boiler working, building is aware but will not fix. Issue has been known about one boiler before winter. Tenants are leaving their ovens open and on to heat the units which is safety concern.	Is this a Housing Authority property?	No
Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m.	Adequate Heat - No Heat - After Hours		31 The Chimneystack Black Creek	Very low heat in building. Only one boiler working, building is aware but will not fix. Issue has been known about one boiler before winter. Tenants are leaving their ovens open and on to heat the units which is safety concern.	Request Received By?	311 Agent
Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m.	Adequate Heat - No Heat - After Hours	5, 14(1)	31 The Chimneystack Black Creek	Very low heat in building. Only one boiler working, building is aware but will not fix. Issue has been known about one boiler before winter. Tenants are leaving their ovens open and on to heat the units which is safety concern.	Adequate Heat: Please Detail	Low Heat
Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m.	Adequate Heat - No Heat - After Hours		31 The Chimneystack Black Creek	Very low heat in building. Only one boiler working, building is aware but will not fix. Issue has been known about one boiler before winter. Tenants are leaving their ovens open and on to heat the units which is safety concern.	If multi-unit dwelling, are other units affected?	Whole Building
Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m.	Adequate Heat - No Heat - After Hours		31 The Chimneystack Black Creek	Very low heat in building. Only one boiler working, building is aware but will not fix. Issue has been known about one boiler before winter. Tenants are leaving their ovens open and on to heat the units which is safety concern.		
Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m.	Adequate Heat - No Heat - After Hours		31 The Chimneystack Black Creek	Very low heat in building. Only one boiler working, building is aware but will not fix. Issue has been known about one boiler before winter. Tenants are leaving their ovens open and on to heat the units which is safety concern.		
Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m.	Adequate Heat - No Heat - After Hours		31 The Chimneystack Black Creek	Very low heat in building. Only one boiler working, building is aware but will not fix. Issue has been known about one boiler before winter. Tenants are leaving their ovens open and on to heat the units which is safety concern.		

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311 Requests							Notes Created	
311 Requests block 1							Date Created	Request Updated
Completed	2024-01-17, 6:40 p.m.	2024-01-19, 11:15 a.m.	Property Standards and Maintenance Violations	S. 14(1) 31 The Chimneyrock Hd. S.	Hunter River-Black Creek	Resident said the water in the unit went from cold to scorching hot. Management said they are operating with 1 boiler. Water changes from cold to extremely hot. Opening issue since around Aug or Sept. S. 14(1) from the hot water.	Landlord's Phone #	
	2024-01-17, 6:40 p.m.	2024-01-19, 11:15 a.m.	Property Standards and Maintenance Violations	31 The Chimneyrock Hd. S.	Hunter River-Black Creek	Resident said the water in the unit went from cold to scorching hot. Management said they are operating with 1 boiler. Water changes from cold to extremely hot. Opening issue since around Aug or Sept. S. 14(1) from the hot water.	Property Use	Multi-Residential (3-4 Units)
	2024-01-17, 6:40 p.m.	2024-01-19, 11:15 a.m.	Property Standards and Maintenance Violations	31 The Chimneyrock Hd. S.	Hunter River-Black Creek	Resident said the water in the unit went from cold to scorching hot. Management said they are operating with 1 boiler. Water changes from cold to extremely hot. Opening issue since around Aug or Sept. S. 14(1) from the hot water.	is this a Housing Authority property?	Yes
	2024-01-17, 6:40 p.m.	2024-01-19, 11:15 a.m.	Property Standards and Maintenance Violations	31 The Chimneyrock Hd. S.	Hunter River-Black Creek	Resident said the water in the unit went from cold to scorching hot. Management said they are operating with 1 boiler. Water changes from cold to extremely hot. Opening issue since around Aug or Sept. S. 14(1) from the hot water.	Request Received By?	311 Agent
Completed	2024-01-17, 6:40 p.m.	2024-01-19, 11:15 a.m.	Property Standards and Maintenance Violations	31 The Chimneyrock Hd. S.	Hunter River-Black Creek	Resident said the water in the unit went from cold to scorching hot. Management said they are operating with 1 boiler. Water changes from cold to extremely hot. Opening issue since around Aug or Sept. S. 14(1) from the hot water.	What is the property by-law violation?	Dwelling unit requires repair
Completed	2024-01-17, 6:40 p.m.	2024-01-19, 11:15 a.m.	Property Standards and Maintenance Violations	31 The Chimneyrock Hd. S.	Hunter River-Black Creek	Resident said the water in the unit went from cold to scorching hot. Management said they are operating with 1 boiler. Water changes from cold to extremely hot. Opening issue since around Aug or Sept. S. 14(1) from the hot water.	Health Related Issue?	N/A
Completed	2024-01-17, 6:40 p.m.	2024-01-19, 11:15 a.m.	Property Standards and Maintenance Violations	31 The Chimneyrock Hd. S.	Hunter River-Black Creek	Resident said the water in the unit went from cold to scorching hot. Management said they are operating with 1 boiler. Water changes from cold to extremely hot. Opening issue since around Aug or Sept. S. 14(1) from the hot water.	Is the Property Standards request concerning any of the following?	N/A

311 Requests					Notes Created							
311 Requests block 1					Date Created	311 Request	311 Request					
					311 Request	311 Request	311 Request					
Completed	2024-01-17, 6:40 p.m.	2024-01-19, 11:15 a.m.	Property Standards and Maintenance Violations	S. 14(1)	31 The Chimneystack Black Creek	Resident said the water in the unit went from cold to scorching hot, Management said they are responsible for the water heater. Water changes from cold to extremely hot. Opening issue since around Aug or Sept. S. 14(1) from the hot water.	Is this issue before the Landlord and Tenant Board?	No		2024-01-23	<<Assigned Officer: Rogoo, Vin / 647-215-8512 / Vin.Rogoo@toronto.ca>>	Integration User
Completed	2024-01-22, 7:57 p.m.	2024-01-26, 2:44 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Elevator has been out of service for 2 months now. Management company has told resident that the elevator is too expensive to fix and residents are going to have to wait. There is now only 1 elevator in service for 8 floors.	For condo or building select appropriate option) Select either if not applicable)	Common Area		2024-01-23	<<Assigned Officer: Rogoo, Vin / 647-215-8512 / Vin.Rogoo@toronto.ca>>	Integration User
Completed	2024-01-22, 7:57 p.m.	2024-01-26, 2:44 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Elevator has been out of service for 2 months now. Management company has told resident that the elevator is too expensive to fix and residents are going to have to wait. There is now only 1 elevator in service for 8 floors.	Have you contacted the Owner/Superintendent?	Yes		2024-01-23	<<Assigned Officer: D'Amico, Frank / 416-894-1127 / fdamico@toronto.ca>>	Integration User
Completed	2024-01-22, 7:57 p.m.	2024-01-26, 2:44 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Elevator has been out of service for 2 months now. Management company has told resident that the elevator is too expensive to fix and residents are going to have to wait. There is now only 1 elevator in service for 8 floors.	Is this an emergency?	N/A		2024-01-24	Officer's contact info provided to caller	Aria Charles
Completed	2024-01-22, 7:57 p.m.	2024-01-26, 2:44 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Elevator has been out of service for 2 months now. Management company has told resident that the elevator is too expensive to fix and residents are going to have to wait. There is now only 1 elevator in service for 8 floors.	Is this a rental property?	Yes				
Completed	2024-01-22, 7:57 p.m.	2024-01-26, 2:44 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Elevator has been out of service for 2 months now. Management company has told resident that the elevator is too expensive to fix and residents are going to have to wait. There is now only 1 elevator in service for 8 floors.	Landlord's Name	RSM Canada Limited				
Completed	2024-01-22, 7:57 p.m.	2024-01-26, 2:44 p.m.	Property Standards and Maintenance Violations		31 The Chimneystack Black Creek	Elevator has been out of service for 2 months now. Management company has told resident that the elevator is too expensive to fix and residents are going to have to wait. There is now only 1 elevator in service for 8 floors.	Landlord's Phone #	416-756-6889				

311 Requests							Notes Created	
311 Requests block 1							Date Created	Request Updated Block 1
Completed	2024-03-22, 7:57 p.m.	2024-03-26, 2:44 p.m.	Property Standards and Maintenance Violations	5, 14(1)	Hunter River-Black Creek	Elevator has been out of service for 2 months now. Management company has told resident that the elevator is too expensive to fix right now and her and other residents are going to have to wait. There is now only 1 elevator in service for 8 floors.	Property Use	Multi-Residential (>=4 Units)
Completed	2024-03-22, 7:57 p.m.	2024-03-26, 2:44 p.m.	Property Standards and Maintenance Violations		Hunter River-Black Creek	Elevator has been out of service for 2 months now. Management company has told resident that the elevator is too expensive to fix right now and her and other residents are going to have to wait. There is now only 1 elevator in service for 8 floors.	Property Use	N/A
Completed	2024-03-22, 7:57 p.m.	2024-03-26, 2:44 p.m.	Property Standards and Maintenance Violations		Hunter River-Black Creek	Elevator has been out of service for 2 months now. Management company has told resident that the elevator is too expensive to fix right now and her and other residents are going to have to wait. There is now only 1 elevator in service for 8 floors.	Request Received By?	311 Agent
Completed	2024-03-22, 7:57 p.m.	2024-03-26, 2:44 p.m.	Property Standards and Maintenance Violations		Hunter River-Black Creek	Elevator has been out of service for 2 months now. Management company has told resident that the elevator is too expensive to fix right now and her and other residents are going to have to wait. There is now only 1 elevator in service for 8 floors.	What is the property by-law infraction?	Elevators not working
Completed	2024-03-22, 7:57 p.m.	2024-03-26, 2:44 p.m.	Property Standards and Maintenance Violations		Hunter River-Black Creek	Elevator has been out of service for 2 months now. Management company has told resident that the elevator is too expensive to fix right now and her and other residents are going to have to wait. There is now only 1 elevator in service for 8 floors.	Health Related Issue?	N/A
Completed	2024-03-22, 7:57 p.m.	2024-03-26, 2:44 p.m.	Property Standards and Maintenance Violations		Hunter River-Black Creek	Elevator has been out of service for 2 months now. Management company has told resident that the elevator is too expensive to fix right now and her and other residents are going to have to wait. There is now only 1 elevator in service for 8 floors.	Is the Property Standards request concerning any of the following?	N/A
Completed	2024-03-22, 7:57 p.m.	2024-03-26, 2:44 p.m.	Property Standards and Maintenance Violations		Hunter River-Black Creek	Elevator has been out of service for 2 months now. Management company has told resident that the elevator is too expensive to fix right now and her and other residents are going to have to wait. There is now only 1 elevator in service for 8 floors.	Is this issue before the Landlord and Tenant Board?	No

311 Requests										Notes Created			
311 Requests block 1										Date	311 Request	Update	Block 1
0439542	Completed	2024-02-15, 2:30 p.m.	2024-02-21, 9:07 a.m.	Property Standards and Maintenance Violations	Sareetha Nur	51 The Chimneyrack Rd	Humber River-Black Creek	2 elevators, both not working. One is going to break soon and the other is completely not working. Also, front door accessibility button is not working.	For condos or building select appropriate option (select other if not applicable)	Common Area	2024-02-15	<<Assigned Officer: D'Amico, Frank / 416-894-1127 / f.damico@toronto.ca>>	Integration User
	Completed	2024-02-15, 2:30 p.m.	2024-02-21, 9:07 a.m.	Property Standards and Maintenance Violations	Sareetha Nur	51 The Chimneyrack Rd	Humber River-Black Creek	2 elevators, both not working. One is going to break soon and the other is completely not working. Also, front door accessibility button is not working.	Have you contacted the Owner/Supervisor/tenant?	Yes	2024-02-22	or call for update ask to contact by law officer	Kendra McPherson
	Completed	2024-02-15, 2:30 p.m.	2024-02-21, 9:07 a.m.	Property Standards and Maintenance Violations	Sareetha Nur	51 The Chimneyrack Rd	Humber River-Black Creek	2 elevators, both not working. One is going to break soon and the other is completely not working. Also, front door accessibility button is not working.	Is this an emergency?	N/A			
	Completed	2024-02-15, 2:30 p.m.	2024-02-21, 9:07 a.m.	Property Standards and Maintenance Violations	Sareetha Nur	51 The Chimneyrack Rd	Humber River-Black Creek	2 elevators, both not working. One is going to break soon and the other is completely not working. Also, front door accessibility button is not working.	Is this a rental property?	Yes			
	Completed	2024-02-15, 2:30 p.m.	2024-02-21, 9:07 a.m.	Property Standards and Maintenance Violations	Sareetha Nur	51 The Chimneyrack Rd	Humber River-Black Creek	2 elevators, both not working. One is going to break soon and the other is completely not working. Also, front door accessibility button is not working.	Landlord's Name				
	Completed	2024-02-15, 2:30 p.m.	2024-02-21, 9:07 a.m.	Property Standards and Maintenance Violations	Sareetha Nur	51 The Chimneyrack Rd	Humber River-Black Creek	2 elevators, both not working. One is going to break soon and the other is completely not working. Also, front door accessibility button is not working.	Landlord's Phone #				
	Completed	2024-02-15, 2:30 p.m.	2024-02-21, 9:07 a.m.	Property Standards and Maintenance Violations	Sareetha Nur	51 The Chimneyrack Rd	Humber River-Black Creek	2 elevators, both not working. One is going to break soon and the other is completely not working. Also, front door accessibility button is not working.	Property Use	Multi-Residential (1-4 Units)			

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Keywords: *depression, mood, mood disorder, mood disorder with anxiety, mood disorder without anxiety, mood disorder with anxiety, mood disorder without anxiety, mood disorder with anxiety, mood disorder without anxiety*

311 Requests		Notes Created
311 Request Block 1		Date Requested Updated Block 1