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

RESPONDING MOTION RECORD (Returnable June 20, 2025)

June 06, 2025

Betty's Law Office 2300 Yonge Street Suite 1600 Toronto, ON M4P 1E4

Courtney Betty (LSO# 28347U)

Tel: 416-972-9472

Email: <u>betty@bettyslaw.com</u>
Cc: <u>tenechia@bettyslaw.com</u>

Counsel for the Respondent

TO: CITY SOLICITOR'S OFFICE

City of Toronto Station 1260, 26th Floor Metro Hall, 55 John Street Toronto, Ontario M5V 3C6

Mark Siboni (LSO #50101V)

Tel: (416) 392-9786 **Fax: (416) 397-5624**

Email: mark.siboni@toronto.ca

Counsel for the City of Toronto

And To: WeirFoulds LLP

Barristers & Solicitors TD Bank Tower Suite 4100, P.O. Box 35 66 Wellington Street West Toronto, ON M5K 1B7

Philip Cho (LSO # 45615U)

pcho@weirfoulds.com Tel: 416-365-1110

Fax: 416-365-1876

Counsel to the Receiver

ONTARIO SUPERIOR COURT OF JUSTICE

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- 1. Response to Receiver Motion Record dated May 1, 2025
- 2. Affidavit of Rosell Kerr sworn on June 06, 2025

Exhibits:

- A- Statement of Claim dated August 18, 2021 (CV-21-00665838-0000)
- B- 311- Letter dated April 29, 2024, and FOI Report
- C- COHCI Funding Application and Quotations
- D- Electronic Meetings and Balloting By-law
- E- Upwood Park/Salvador Del Mundo Operating Budget

TAB 1

Response to Receiver Motion Record dated May 1, 2025

PART I: OVERVIEW

- 1. This response is filed by the duly elected Board of Directors of Harry Sherman Crowe Housing Co-operative Inc. (the "Board") in response to the Receiver's motion dated May 01, 2025.
- 2. The Board opposes the granting of the of the Receivers request in 3 areas:
 - A. First, the legal fees billing of \$139,601 submitted is excessive and unreasonable and should be reduced by this Honourable Court in line with the previous years legal fees approved by this Court in the amount of \$17,400. Instead, the Board submits that the legal accounts should be assessed under the Solicitors Act, which entitles parties to request an evaluation of a lawyer's bill by an assessment officer. This statutory mechanism ensures that legal fees are fair, proportionate, and properly scrutinized before drawing on the limited assets of a non-profit housing provider.
 - B. Secondly, on the basis that the suggested RFEIQ process is an expansion of the previous order of this Court and contrary to the By-laws and constitution of the Co-op and an unnecessary intrusion into determining who should qualify as a Board member.
 - C. Thirdly, as stated by the Receiver the Co-Op is now stable and thus there is need to put a proper transition process in place from the Receiver to the Board.
- 3. That the Court decline approval of the Receiver's activities, given the pattern of resident complaints and unresolved conditions documented during the reporting period until a fulsome plan for transition is filed with the Court.

PART II – BACKGROUND

- 3. On March 14, 2023, the Court appointed a Receiver over the Co-op pursuant to section 101 of the *Courts of Justice Act* and section 85(7) of the *Housing Services Act, 2011* (the "HSA"). That order did not dissolve the elected Board of Directors, nor did it restrict the Board from continuing to represent the Co-op's membership.
- 4. The Receiver was granted authority over the Co-op's assets, undertakings, and property, but no authority was granted to alter the Co-op's internal governance structure or displace its democratic leadership.
- 5. On April 29, 2024, the Court approved the Receiver's reports and activities to date. That approval was limited to the activities described in the filed reports and did not expand the Receiver's mandate to include any authority over elections, board appointments, or the future composition of the Co-op's leadership.
- 6. The Board was elected in accordance with the Co-op's by-laws and has remained in place throughout the receivership. At no time has the Court issued an order suspending or

- disbanding the Board. The Board continues to act as the only democratically elected representative body of the Co-op's membership.
- 7. During the receivership, the Board has remained engaged, communicated with residents, and advocated for a return to community governance. It has raised concerns about deteriorating conditions, the allocation of resources, and the need for transparent, lawful decision-making with respect to the Co-op's future.

PART III - RESPONSE TO RECEIVER'S ACTIVITIES

- 9. The Receiver seeks approval of its fourth, fifth, and sixth quarterly reports. The Board has grave concerns on numerous areas of the report.
- 10. The record before the Court includes documented and ongoing complaints from residents during the reporting period, including service failures and health and safety concerns.
- 11. Residents made repeated reports to #311 regarding pest infestations, maintenance delays, and deteriorating conditions. The existence and volume of those complaints were not placed before the Court by the Receiver but excluded from the 800-page report before the Court.
- 12. The Board representing the Co-op membership recognize that meaningful scrutiny of site-level outcomes -not internal reporting—is essential to any determination under section 101 of the *Courts of Justice Act* or section 85 of the *HSA*.

PART IV - RFEIQ PROCESS

- 14. The Receiver seeks authorization to initiate a Request for Expressions of Interest and Qualifications ("RFEIQ") process to identify future board members. The Board opposes that request.
- 15. There is no order of the Court authorizing the Receiver to interfere with the Co-op's governance or to establish an alternative appointment process for its Board.
- 16. The April 29, 2024, Order approved the Receiver's activities as described in its reports but did not grant any authority to restructure the Co-op's governance or override its by-laws.
- 17. The Appointment Order issued on March 14, 2023, does not empower the Receiver to change how directors are selected or to displace the membership's statutory and constitutional right to elect their own board.
- 18. The Co-op's by-laws require that directors be elected by members at a duly called members' meeting. That institutional framework remains in force and has not been suspended by any Court Order.
- 19. The Receiver's proposal would effectively bypass the Co-op's democratic structure and substitute an external process never contemplated in the Co-operative Corporations Act or the Housing Services Act.
- 20. The Board does not oppose an orderly transition or the holding of elections. It does, however, oppose any process that attempts to replace member control through unilateral administrative action outside the scope of the Receiver's mandate.

PART V – FEES AND EXPENDITURES

- 21. The Receiver seeks approval of its professional fees and disbursements, along with those of its legal counsel. The Board strongly objects to said request. The reported expenditures during the relevant period include substantial amounts for professional services and administrative costs. In the Board's view, those amounts are not reasonable in light of the services actually delivered and the ongoing issues experienced by residents.
- 22. The materials filed do not demonstrate that the fees incurred correspond to meaningful improvements in safety, maintenance, or day-to-day operations at the Co-op. On the contrary, residents continued to report unresolved problems throughout the period in question. The Board request that any approval of fees be delayed pending a full evidentiary review of the value, necessity, and outcomes associated with the services provided.

PART VI – CONCLUSION

- 25. The Board remains the only democratically elected governance body of the Co-op and continues to act in the interests of its members and residents. The Board election will be supervised by Canada/Cooperative Housing Federation of Toronto and a fulsome report will be provided back to the Court.
- 26. The Receiver's request for approval of the Second Court Report, its professional fees and disbursements should be denied or reduced in certain specific areas.
- 27. The Receivers request for the Court to approve its proposed RFEIQ process should be denied.

All of which is respectfully submitted.

June 06, 2025

Betty's Law Office 2300 Yonge Street Suite 1600 Toronto, ON M4P 1E4

Courtney Betty (LSO# 28347U)

Tel: 416-972-9472

Email: <u>betty@bettyslaw.com</u> Cc: tenechia@bettyslaw.com

TAB 2

ONTARIO SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

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-geared-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 affidavi 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

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



A Commissioner for Taking Affidavit Julian Castro Ortiz Barrister and Solicitor LSO #77258V

ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE

and

Plaintiff

ALTERNA SAVINGS AND CREDIT UNION LTD., UNIFED 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 Tcl: 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., UNIFED 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;
- 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.
- The Defendant, Federated Agencies Limited ("Federated Agencies") is a corporation incorporated pursuant to the laws of Canada and is wholly owned subsidiary of The Cooperators Group Limited.
- 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.
- 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 onsite 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. Unified 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. Mehearn 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. Mchearn 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. Mchearn.

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. Mcheam 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 seck 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. I.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) I Maison Parc Court, Suite 520

Thomhill, ON L4J 9K1 Tel: 416-833-8844

Email: glyn@hotzlawyers.com

Solicitors for the Plaintiff

Defendants

SUPERIOR COURT OF JUSTICE ONTARIO

PROCEEDING COMMENCED AT TORONTO

STATEMENT OF CLAIM

BETTY'S LAW OFFICE PROFESSIONAL CORPORATION

6 Finch Avenue West Barrister & Solicitor Ontario M2N 7G2 Toronto

Courtney Ewart Betty LSO# 28347U

betty@bettyslaw.com Tel: 416-972-9472

Glyn Hotz

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

Lawyer for the Plaintiff

This is **Exhibit "B"** mentioned and referred to in the Affidavit of Rosell Kerr Affirmed this 06^{th} day of June 2025



A Commissioner for Taking Affidavit Julian Castro Ortiz Barrister and Solicitor LSO #77258V



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

Kristie Pratt Deputy City Clerk

Corporate Information Management
Services
Fax: 416-392-9683
Fax: 416-392-4900

13th Floor **e-mail**: Kristie.Pratt@toronto.ca

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

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	\$38.00
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

	311_Requests											Notes Created Date				
	311_Requests block 1											311 Request Updates block 1				
Number ↑	Status	Created Date Time	Closed Date Time			Problem Location	Ward	Location Description	Additional Information	Question: Question Name	Response	Created Date	Notes	Created By: Full Nan		
19	Completed	2023-03-20, 1:59 p.m.		Multi-residential Front End Loaded Garbage Not Picked Up	s. 14(1)	51 The Chimneystack Rd	Humber River Black Creek		FEL garbage missed today and has been missed for last three weeks. Customer claims bins were accessible.			2023-03-20	Inspection Note	Integration User		
42	Completed	2023-04-29, 10:27 a.m.		Adequate Heat - No Heat - After Hours		51 The Chimneystack Rd, S.	Humber River Black Creek		Complainant has attempted to reach out to management office multiple times but either the office is closed or there is no one available. There has been no heat since April 21, 2023. Complainant visited the office on April 21st and the 24th.	appropriate option (Select other not applicable		2023-04-29	Email sent to MLS on call	Collette Lennie		
	Completed	2023-04-29, 10:27 a.m.		Adequate Heat - No Heat - After Hours		51 The Chimneystack Rd, S.	Humber River Black Creek		Complainant has attempted to reach out to management office multiple times but either the office is closed or there is no one available. There has been no heat since April 21, 2023. Complainant visited the office on April 21st and the 24th.	Owner/Superintendent?	Yes	2023-04-29	<-Assigned Officer: Limberis, Mary-Jane / (647) 459-7887 / MaryJane.Limberis@toronto.ca>>	Integration User		
	Completed	2023-04-29, 10:27 a.m.		Adequate Heat - No Heat - After Hours	Chimneystac Rd, S.	Ch Rd, 51 Ch	Chimneystack	Humber River Black Creek	-	Complainant has attempted to reach out to management office multiple times but either the office is closed or there is no one available. There has been no heat since April 21, 2023. Complainant visited the office on April 21st and the 24th.		N/A	2023-04-29	< <assigned -="" community="" officer:="" response="" west="">></assigned>	Integration User	
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	Completed	2023-04-29, 10:27 a.m.		Adequate Heat - No Heat - After Hours		51 The Chimneystack Rd,	Humber River Black Creek	-	Complainant has attempted to reach out to management office multiple times but either the office is closed or there is no one available. There has been no heat since April 21, 2023. Complainant visited the office on April 21st and the 24th.		Harry Sherman Crowe Housing Co- Op	2023-04-30	<< Assigned Officer: Community Response - West>>	Integration User		

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Completed	2023-04-30, 11:11 a.m. 2023-05-0	2, 12:37 p.m. Adequate Heat	51 The Humber River- Chimneystack Black Creek Rd	Resident says from to heat. Delutra, with no heat for past two weeks. Garage door has been broken which also lets in cold air.	Have you contacted the Owner/Superintendent?	Yes	2023-05-01	< <assigned -="" community="" officer:="" response="" west="">></assigned>	Integration U
Completed	2023-04-30, 11:11 a.m. 2023-05-0	2, 12:37 p.m. Adequate Heat	51 The Humber River- Thimneystack Black Creek Rd	Resident says 14(1) from to het. De lutte 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 416-894-1127="" d'amico,="" fdamico@toronto.ca="" frank="" officer:="">></assigned>	Integration U
Completed	2023-04-30, 11:11 a.m. 2023-05-0	2, 12:37 p.m. Adequate Heat	51 The Humber River- himneystack Black Creek td	Resident says from non-near. Delump 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. 2023-05-0	2, 12:37 p.m. Adequate Heat	51 The Humber River- Thimneystack Black Creek	Resident says from Tonest. Delump With no heat for past two weeks. Garage door has been broken which also lets in cold air.	Landlord's Name	Recently taken over by RSM Canada Limited. Brian A Tannenbaum			
Completed	2023-04-30, 11:11 a.m. 2023-05-0	2, 12:37 p.m. Adequate Heat	31 The Humber River- Thimneystack Black Creek Nd	from no neat. Dealing 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. 2023-05-0	2, 12:37 p.m. Adequate Heat	31 The Humber River- Chimneystack Black Creek Nd	from to neat. Dealing with no heat for past two weeks. Garage door has been broken which also lets in cold air.	Property Use	Multi-Residential (>=4 Units)			

311_Requests 311_Requests block 1										Notes Created Date 311 Request Updates block 1	
Completed	2023-04-30, 11:11 a.m.	2023-05-02, 12:37 p.m	n. Adequate Heat	s. 14(1)		Humber River- Black Creek	Resident says from No-heat Delungwith no heat for past two weeks. Garage door has been broken which also lets in cold air.	Is this a Housing Authority property?	No		
Completed	2023-04-30, 11:11 a.m.	2023-05-02, 12:37 p.m	a. Adequate Heat		s1 The Chimneystack Rd	Humber River- Black Creek	from to neat. Dealing 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	a. Adequate Heat		i1 The Chimneystack Rd	Humber River- Black Creek	from no near. Dealing with no heat for past two weeks. Garage door has been broken which also lets in cold air.	Adequate Heat Bylaw Detail	No Heat		
Completed	2023-04-30, 11:11 a.m.	2023-05-02, 12:37 p.m	a. Adequate Heat		s 1 The Chimneystack Rd	Humber River- Black Creek	Resident says from to het. Delutte 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	o. Adequate Heat		51 The Chimneystack Rd	Humber River- Black Creek	Resident says 14(1) from no heat. Delume 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	a. Adequate Heat		51 The Chimneystack ≀d	Humber River- Black Creek	Resident says 14(1) from no heat. Delurg 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	a. Adequate Heat		in The Chimneystack	Humber River- Black Creek	temperature has been off for 2 weeks and S. 14(1)	For condo or building select appropriate option (Select other if not applicable)	Unit	2023-05-01	< <assigned 416-894-1127="" d'amico,="" fdamico@toronto.ca="" frank="" officer:="">> Integration Use</assigned>

311_Requests 311_Requests block 1					Notes Created Date 311 Request Updates block 1
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m. Adequate Heat	S. in The Humber River-land St. Humber River-land St.	temperature has been off for 2 weeks and S. 14(1)	Yes
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m. Adequate Heat	51 The Humber River- Chimneystack Black Creek	temperature has been off for 2 weeks and S. $14(1)$	N/A
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m. Adequate Heat	51 The Humber River- himneystack Black Creek	temperature has been off for 2 weeks and S. 14(1)	Yes
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m. Adequate Heat	51 The humber River-himneystack Black Creek	temperature has been off for 2 weeks and S. 14(1)	RCM
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m. Adequate Heat	51 The himneystack kd. S.	temperature has been off for 2 weeks and S. 14(1)	4167368889
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m. Adequate Heat	51 The himneystack Rd, S. Humber River-Black Creek	temperature has been off for 2 weeks and S. 14(1)	Multi-Residential (>=4 Units)
Completed	2023-05-01, 11:04 a.m.	2023-05-02, 12:34 p.m. Adequate Heat	31 The Humber River- Chimneystack Black Creek	temperature has been off for 2 weeks and S. 14(1)	N/A

	311_Requests 311_Requests block 1									Notes Created Date 311 Request Updates block	
	Completed	2023-05-01, 11:04 a.m. 2023-05	5-02, 12:34 p.m. Adequate Heat	s. 14(1)	himneystack	Humber River- 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	5-02, 12:34 p.m. Adequate Heat		in The Chimneystack	Humber River- Black Creek	temperature has been off for 2 weeks and S. 14(1)	Adequate Heat Bylaw Detail	No Heat		
	Completed	2023-05-01, 11:04 a.m. 2023-05			51 The Chimneystack Rd, S.	Humber River- 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			in The Shimneystack Rd, S.	Humber River- 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	5-02, 12:34 p.m. Adequate Heat		51 The Chimneystack	Humber River- Black Creek	temperature has been off for 2 weeks and S. 14(1)	What is the temperature outside today?	9 degrees cel		
2845233	Completed	2023-05-08, 1:39 р.m. 2023-0	05-24, 5:13 a.m. Lost Items in Catch Ba	sin	51 The Inimneystack Rd	Humber River- Black Creek	Called dropped car keys into catch basin. Keeles Ave west and Steeles Ave			2023-05-08	Spoke to TW (Don). Will be in touch with customer to arrange a time for staff to attend to retrieve the keys.
										2023-05-22	Service Request Log entry added: type: ADDITIONAL INFORMATION, comments: SR Returned Reason: Returned By: AHERGAT Reason for Return of SR: Call Volume Location: POINT(-8849796.98190492 5430891.30303814)

311_Requests					Notes Created		
311_Requests block 1					Date 311 Request Updates block 1		
					2023-05-22	Service Request Log entry added: type: ADDITIONAL INFORMATION, comments: Disp Patrick	Integration User
					2023-05-24	Service Request Log entry added: type: ADDITIONAL INFORMATION, comments: General Info: Organizational Unit: CFS BASKET Budget No: TW6050 Hansen Problem Code: CBOTR Intersection: STE NAME - YORK UNIVERSITY-HARRY CROWE APT Caller Info: S. 14(1)	Integration User
						Service Request Log entry added: type: ADDITIONAL INFORMATION, comments: EnRoute Details: Investigator: PRAYMOND1 Customer First Customer Surname Time Now: 2023-05-72/21-43:13.844000 ETA (min): 60 Location: POINT(-8849796-98190492 5430891.30303814)	Integration User
					2023-05-24	Service Request Log entry added: type: ADDITIONAL INFORMATION, comments: Disp Patrick	Integration User
					2023-05-24	Service Request Log entry added: type: SUMMARY OF COSTS ON WO, comments: Vehicles: Date=2023-05-22 23:47:55.503000, Duration=None, Item=V111092	Integration User
						Service Request Log entry added: type: SAFETY ASSESSMENT, comments: Assessment Scope: WO ID: CSR1273288 Who is carrying out safety assessment ?: PRAYMOND1 Does this activity require a Confined Space Entry Permit ?: No Does this activity require Gas Monitoring ?: No Does this activity require a Traffic Control Plan ?: No Geometry: POINTT.8849796.6173 5430889.9768)	Integration User
					2023-05-24	Service Request Log entry added: type: ADDITIONAL INFORMATION, comments: General Details: Resolution Status: FIELDCOMPLETE	Integration User

311_Requests										Notes Created
										Date
311_Requests block 1										311 Request Updates block 1
Completed	2023-05-22, 10:31 p.m.		Property Standards and Maintenance Violations	s. 14(1)	Chimneystack	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 managemen hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould	appropriate option (Select other it not applicable)	Unit	2023-05-23 < <assigned 416-894-1127="" d'amico,="" fdamico@toronto.ca="" frank="" officer:="">> Integration User</assigned>
Completed	2023-05-22, 10:31 p.m.		Property Standards and Maintenance Violations		51 The Chimneystack Rd, S.	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 managemen hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould		Yes	2023-06-05 Resident called with SR number, for update. CSR advised resident of bylaw officer's contact info. Baidya Pritha
Completed	2023-05-22, 10:31 p.m.		Property Standards and Maintenance Violations		51 The Chimneystack Rd, S.	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 managemen 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		51 The Chimneystack Rd, S.	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 managemen 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.		Property Standards and Maintenance Violations		51 The Chimneystack Rd, S.	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 managemen hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould		Elisabeth	
Completed	2023-05-22, 10:31 p.m.	2023-05-30, 9:15 a.m.	Property Standards and Maintenance Violations		51 The Chimneystack Rd, S.	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 managemen hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould	Landlord's Phone #	4167368889	
Completed	2023-05-22, 10:31 p.m.	2023-05-30, 9:15 a.m.	Property Standards and Maintenance Violations		51 The Chimneystack Rd, S.	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 managemen hasn't followed up with a timeline. Mould in the kitchen. Bathroom mould	Property Use	Multi-Residential (>=4 Units)	

311_Requests 311_Requests block 1							Notes Created Date 311 Request Updates block 1		
Completed	2023-05-22, 10:31 p.m.		Property Standards and Maintenance Violations	S. 51 The Chimneystack 14(1) od. S. 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	property?	N/A		
Completed	2023-05-22, 10:31 p.m.		Property Standards and Maintenance Violations	51 The Humber River- Chimneystack Rd, S.	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		311 Agent		
Completed	2023-05-22, 10:31 p.m.	2023-05-30, 9:15 a.m.	Property Standards and Maintenance Violations	51 The humber River-himneystack Rd. S.	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	infraction?	Vital Services		
Completed	2023-05-22, 10:31 p.m.	2023-05-30, 9:15 a.m.	Property Standards and Maintenance Violations	51. The Humber River-Inimneystack kd. S.	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		Mold		
Completed	2023-05-22, 10:31 p.m.		Property Standards and Maintenance Violations	51. The Humber River-Inimneystack Rd. S.	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.		Property Standards and Maintenance Violations	51 The humber River-bimneystack dd, S.	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	2023-06-20, 9:57 a.m. 26		Multi-residential Front End Loaded Garbage Not Picked Up	51 The Humber River- Chimneystack Black Creek	Missed garbage pickup yesterday		2023-06-23	Inspection Note	Integration U

	311_Requests									Notes Created Date			
	311_Requests block 1									311 Request			
										Updates block 1			
03320427	Cancelled	2023-07-21, 11:52 a.m.	2023-07-21, 1:01 p.m. Stray - Confined	s. 14(1)	Chimneystack	Humber River- Black Creek	Animal was found walking with a Leash and Harness on York University Campus but there is no Collar. Animal is in the Office with Jon		No				
	Cancelled	2023-07-21, 11:52 a.m.	2023-07-21, 1:01 p.m. Stray - Confined		51 The Chimneystack Rd	Humber River- Black Creek	Animal was found walking with a Leash and Harness on York University Campus but there is no Collar, Animal is in the Office with Jon		Dog				
	Cancelled	2023-07-21, 11:52 a.m.	2023-07-21, 1:01 p.m. Stray - Confined		51 The Chimneystack Rd	Humber River- Black Creek	Animal was found walking with a Leash and Harness on York University Campus but there is no Collar. Animal is in the Office with Jon		Yes				
03469610	Completed	2023-08-14, 6-46 р.m.	2023-11-10, 1:10 p.m. Property Standards and Maintenance Violations		51 The Chimneystack Rd, S.	Humber River- Black Creek	Reported that one toilet is flooded and the 2 faucets' smell like sewage', said she reported this issue over 2 weeks ago and was told this would be fixed, however it has not	appropriate option (Select other if not applicable)	Unit	2023-08-15 < <assig< th=""><th>ned Officer: D'Amico, Frank / 416-894-1127 / fdam</th><th>oico@toronto.ca>></th><th>Integration User</th></assig<>	ned Officer: D'Amico, Frank / 416-894-1127 / fdam	oico@toronto.ca>>	Integration User
	Completed	2023-08-14, 6:46 p.m.	2023-11-10, 1:10 p.m. Property Standards and Maintenance Violations		in The Chimneystack	Humber River- Black Creek	Reported that one toilet is flooded and the 2 faucets 'smell like sewage', said she reported this issue over 2 weeks ago and was told this would be fixed, however it has not	Have you contacted the Owner/Superintendent?	Yes	2023-08-23 Provide	d MSO contact info		Minas Pinelis
	Completed	2023-08-14, 6:46 p.m.	2023-11-10, 1:10 p.m. Property Standards and Maintenance Violations		51 The Chimneystack Rd, S.	Humber River- Black Creek	Reported that one toilet is flooded and the 2 faucets 'smell like sewage', said she reported this issue over 2 weeks ago and was told this would be fixed, however it has not		N/A				
	Completed	2023-08-14, 6:46 р.m.	2023-11-10, 1:10 p.m. Property Standards and Maintenance Violations		51 The Chimneystack Rd, S.	Humber River- Black Creek	Reported that one toilet is flooded and the 2 faucets 'smell like sewage', said she reported this issue over 2 weeks ago and was told this would be fixed, however it has not		Yes				

311_Requests				Notes Created
311_Requests block 1				Date 311 Request Updates block 1
Completed	2023-08-14, 6:46 p.m. 2023-11-10, 1:10 p.m. Property Standards and Maintenance Violations	S. 51 The humber River-binneystack 14(1) dd S.	Reported that one toilet is flooded Landlord's Name and the 2 faucets' smell like sewage', said she reported this issue over 2 weeks ago and was told this would be fixed, however it has not	
Completed	2023-08-14, 6:46 p.m. 2023-11-10, 1:10 p.m. Property Standards and Maintenance Violations	51 The Humber River- Chimneystack dd. S. Black Creek	Reported that one toilet is flooded Landlord's Phone # and the 2 faucets 'smell like sewage', said she reported this issue over 2 weeks ago and was told this would be fixed, however it has not	
Completed	2023-08-14, 6:46 p.m. 2023-11-10, 1:10 p.m. Property Standards and Maintenance Violations	51 The Humber River- Chimneystack Black Creek	Reported that one toilet is flooded and the 2 faucets' smell like sewage', said she reported this issue over 2 weeks ago and was told this would be fixed, however it has not	Residential
Completed	2023-08-14, 6:46 p.m. 2023-11-10, 1:10 p.m. Property Standards and Maintenance Violations	51 The Humber River-Thimneystack Rd. S.	Reported that one toilet is flooded and the 2 faucets 'smell like sewage', said she reported this issue over 2 weeks ago and was told this would be fixed, however it has not	Yes
Completed	2023-08-14, 6:46 p.m. 2023-11-10, 1:10 p.m. Property Standards and Maintenance Violations	51 The Humber River- Thimneystack Black Creek	Reported that one toilet is flooded Request Received By? and the 2 faucets 'smell like sewage', said she reported this issue over 2 weeks ago and was told this would be fixed, however it has not	311 Agent
Completed	2023-08-14, 6:46 p.m. 2023-11-10, 1:10 p.m. Property Standards and Maintenance Violations	31 The Humber River- Thinneystack Black Creek	Reported that one toilet is flooded and the 2 faucets' smell like infraction? sewage', said she reported this issue over 2 weeks ago and was told this would be fixed, however it has not	Vital Services
Completed	2023-08-14, 6:46 p.m. 2023-11-10, 1:10 p.m. Property Standards and Maintenance Violations	51 The Humber River- Chimneystack Black Creek	Reported that one toilet is flooded Health Related Issue? and the 2 faucets 'smell like sewage', said she reported this issue over 2 weeks ago and was told this would be fixed, however it has not	N/A

	311_Requests		Newscard	
			Notes Created Date	
	311_Requests block 1		311 Request	
			Updates block 1	
	Completed	2023-08-14, 6:46 p.m. 2023-11-10, 1:10 p.m. Property Standards and Maintenance Violations	S. 17 he Jhinneystack 14(1) ad S. Reported that one toilet is flooded and the 2 faucets'smell like sewage, said she reported this issue over 2 weeks ago and was told this would be fixed, however it has not	
	Completed	2023-08-14, 6:46 p.m. 2023-11-10, 1:10 p.m. Property Standards and Maintenance Violations	humber River- Ihimneystack Is this issue before the Landlord and Tenant Board? S. Reported that one toilet is flooded and the 2 faucets's mell like sewage, said she reported this issue over 2 weeks ago and was told this would be fixed, however it has not	
03590694	Completed	2023-09-04, 3:09 p.m. 2023-11-13, 10:31 a.m. Property Standards and Maintenance Violations	31 The Humber River- Chimneystack Id There are two elevators and one is not working. The other one that works have buttons that doe not work. Tenants can't get the ground floor because the button is missing There are two elevators and one is not working. The other one that works have buttons that doe not work. Tenants can't get to the ground floor because the button is missing There are two elevators and one is not working. The other one that works have buttons that doe not work. Tenants can't get to there appropriate option (Select other if not applicable) There are two elevators and one is not working. The other one that works have buttons that doe not work. Tenants can't get the ground floor because the button is missing. There are two elevators and one is not working. The other one that works have buttons that doe not working. The other one that works have buttons that doe not working. The other one that works have buttons that doe not work in the ground floor because the button is missing.	Integration User
	Completed	2023-09-04, 3:09 p.m. 2023-11-13, 10:31 a.m. Property Standards and Maintenance Violations	There are two elevators and one is not working. The other one that work have button is missing There are two elevators and one is not working. The other one that works have buttons that does work. Tenants can't get to the ground floor because the button is missing	
	Completed	2023-09-04, 3:09 p.m. 2023-11-13, 10:31 a.m. Property Standards and Maintenance Violations	There are two elevators and one is not working. The other one that works have buttons that doe not work. Tenants can't get to the ground floor because the button is missing	
	Completed	2023-09-04, 3:09 p.m. 2023-11-13, 10:31 a.m. Property Standards and Maintenance Violations	thirmeystack lack Creek There are two elevators and one is not working. The other one that works have buttons that doe not work. Tenaths can't get to the ground floor because the button is missing.	
	Completed	2023-09-04, 3:09 p.m. 2023-11-13, 10:31 a.m. Property Standards and Maintenance Violations	is 1 The Humber River- Chimneystack Black Creek is not working. The other one that works have buttors that doe not work. Tenants can't get to the ground floor because the button is missing	

311_Requests 311_Requests block 1									Notes Created Date 311 Request Updates block 1
Completed	2023-09-04, 3:09 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations	s. 14(1)	51 The Humber River- Ihimneystack Black Creek kd	There are two elevators and one is not working. The other one that works have buttons that doe not work. Tenants can't get to the ground floor because the button is missing		4167368889 or 6472733853	
Completed	2023-09-04, 3:09 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations		51 The Humber River- himneystack Black Creek kd	There are two elevators and one is not working. The other one that works have buttons that doe not work. Tenants can't get to the ground floor because the button is missing		Multi-Residential (>=4 Units)	
Completed	2023-09-04, 3:09 p.m.		Property Standards and Maintenance Violations		51 The Humber River- Chimneystack Black Creek Rd	There are two elevators and one is not working. The other one that works have buttons that doe not work. Tenants can't get to the ground floor because the button is missing	property?	No	
ompleted	2023-09-04, 3:09 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations		11The Humber River- Chimneystack Black Creek	There are two elevators and one is not working. The other one that works have buttons that doe not work. Tenants can't get to the ground floor because the button is missing		311 Agent	
Completed	2023-09-04, 3:09 p.m.	2023-11-13, 10:31 a.m.	Property Standards and Maintenance Violations		51 The Humber River- Chimneystack Black Creek	There are two elevators and one is not working. The other one that works have buttons that doe not work. Tenants can't get to the ground floor because the button is missing	infraction?	Elevators not working	
ompleted	2023-09-04, 3:09 p.m.	2023-11-13, 10:31 a.m	Property Standards and Maintenance Violations		51 The Humber River- Chimneystack Black Creek	There are two elevators and one is not working. The other one that works have buttons that doe not work. Teansts can't get to the ground floor because the button is missing		N/A	
Completed	2023-09-04, 3:09 p.m.	2023-11-13, 10:31 a.m.	. Property Standards and Maintenance Violations		51 The Humber River- Chimneystack Black Creek Rd	There are two elevators and one is not working. The other one that works have buttons that doe not work. Teansts can't get to the ground floor because the button is missing	concerning any of the following?	N/A	

	311_Requests						Notes Created	
	311_Requests block 1						Date 311 Request Updates block 1	
	Completed	2023-09-04, 3:09 p.m. 2023-	-11-13, 10:31 a.m. Property Standards and Maintenance Violations	S. 31 The Humber River-himneystack Black Creek	There are two elevators and one is not working. The other one that a works have buttons that doe not work. Tenants can't get to the ground floor because the button is missing	s this issue before the Landlord nd Tenant Board?	No	
0824	Completed	2023-09-04, 3:47 p.m. 2023	-11-13, 10:31 a.m. Property Standards and Maintenance Violations	51 The Humber River- Chimneystack Black Creek Rd	Two elevators but only one elevator working. However, only elevator working does not stop on the 1st floor or 4th floor. Building management is aware but there is no urgency for repair.	or condo or building select ppropriate option (Select other if ot applicable)	Common Area	
	Completed	2023-09-04, 3:47 p.m. 2023-	-11-13, 10:31 a.m. Property Standards and Maintenance Violations	51 The Humber River- Zhimneystack Black Creek kd	Two elevators but only one elevator working. However, only elevator working does not stop on the 1st floor or 4th floor. Building management is aware but there is no urgency for repair.	lave you contacted the lwner/Superintendent?	Yes	
	Completed	2023-09-04, 3:47 p.m. 2023	-11-13, 10:31 a.m. Property Standards and Maintenance Violations	51 The Humber River- Thimneystack Black Creek Rd	Two elevators but only one elevator working. However, only elevator working does not stop on the 1st floor or 4th floor. Building management is aware but there is no urgency for repair.	s 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	51 The Humber River- Thimneystack Black Creek Rd	Two elevators but only one elevator working. However, only elevator working does not stop on the 1st floor or 4th floor. Building management is aware but there is no urgency for repair.	s 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	\$1 The Humber River- Chimneystack Black Creek Rd	Two elevators but only one elevator working. However, only elevator working does not stop on the 1st floor or 4th floor. Building management is aware but there is no urgency for repair.	andlord'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	51 The Humber River- Thimneystack Black Creek Rd	Two elevators but only one elevator working. However, only elevator working does not stop on the 1st floor or 4th floor. Building management is aware but there is no urgency for repair.	andlord's Phone #	416-480-0160	

311_Requests 311_Requests block 1									Notes Created Date 311 Request Updates block 1
Completed	2023-09-04, 3:47 p.m.	2023-11-13, 10:31 a.m.	. Property Standards and Maintenance Violations	s. 14(1)	51 The Humber River- himneystack Black Creek kd	Two elevators but only one elevator working. However, only elevator working does not stop on the 1st floor or 4th floor. Building management is aware but there is no urgency for repair.		Multi-Residential (>=4 Units)	
Completed	2023-09-04, 3:47 p.m.		. Property Standards and Maintenance Violations		51 The Humber River- Thimneystack Black Creek Id	Two elevators but only one elevator working. However, only elevator working does not stop on the 1st floor or 4th floor. Building management is aware but there is no urgency for repair.	property?	No	
Completed	2023-09-04, 3:47 p.m.		. Property Standards and Maintenance Violations		51 The Humber River- Thimneystack Black Creek kd	Two elevators but only one elevator working. However, only elevator working does not stop on the 1st floor or 4th floor. Building management is aware but there is no urgency 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		51 The Humber River- Chimneystack Black Creek kd	Two elevators but only one elevator working, However, only elevator working does not stop on the 1st floor or 4th floor. Building management is aware but there is no urgency for repair.		Elevators not working	
Completed	2023-09-04, 3:47 p.m.	2023-11-13, 10:31 a.m.	. Property Standards and Maintenance Violations		51 The Humber River- Thimneystack Black Creek td	Two elevators but only one elevator working. However, only elevator working does not stop on the 1st floor or 4th floor. Building management is aware but there is no urgency 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		51 The Humber River- himneystack Black Creek kd	Two elevators but only one elevator working. However, only elevator working does not stop on the 1st floor or 4th floor. Building management is aware but there is no urgency 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		51 The Humber River- himneystack Black Creek td	Two elevators but only one elevator working. However, only elevator working does not stop on the 1st floor or 4th floor. Building management is aware but there is no urgency for regent?		Yes	

311_Requests										Notes Created
244 Descripto blo 1 4										Date
311_Requests block 1										311 Request Updates block 1
										Opdates block 1
Completed	2023-09-12, 8:28 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations	s. 14(1)		Humber River- Black Creek		For condo or building select appropriate option (Select other i not applicable)	Common Area f	2023-09-12 < <assigned 416-894-1127="" d'amico,="" fdamico@toronto.ca="" frank="" officer:="">> Integration Us</assigned>
Completed	2023-09-12, 8:28 a.m.		Property Standards and Maintenance Violations		i1 The Ihimneystack ld	Humber River- Black Creek	Elevators not working every week and the garbage is also overflowing, disabled residents not able to go down due to elevators not working, Elevators buttons not working as well	Have you contacted the Owner/Superintendent?	Yes	
Completed	2023-09-12, 8:28 a.m.		Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber River- Black Creek	Elevators not working every week and the garbage is also overflowing, disabled residents not able to go down due to elevators not working, Elevators buttons not working as well	Is this an emergency?	N/A	
Completed	2023-09-12, 8:28 a.m.		Property Standards and Maintenance Violations			Humber River- Black Creek	Elevators not working every week and the garbage is also overflowing, disabled residents not able to go down due to elevators not working, Elevators buttons not working as well	Is this a rental property?	Yes	
Completed	2023-09-12, 8:28 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations		i1 The Chimneystack Rd	Humber River- Black Creek	Elevators not working every week and the garbage is also overflowing, disabled residents not able to go down due to elevators not working, Elevators buttons not working as well	Landlord's Name		
Completed	2023-09-12, 8:28 a.m.		Property Standards and Maintenance Violations		51 The Thimneystack Rd	Humber River- Black Creek	Elevators not working every week and the garbage is also overflowing, disabled residents not able to go down due to elevators not working, Elevators buttons not working as well	Landlord's Phone #		
Completed	2023-09-12, 8:28 a.m.		Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber River- Black Creek	Elevators not working every week and the garbage is also overflowing, disabled residents not able to go down due to elevators not working. Elevators buttons not working as well	Property Use	Multi-Residential (>=4 Units)	

311_Requests 311_Requests block 1							Notes Created Date 311 Request Updates block 1	
Completed	2023-09-12, 8:28 a.m. 2023-11-	-10, 1:19 p.m. Property Standards and Maintenance Violations	S. 31 The Published E	lumber River- lack Creek	Elevators not working every week and the garbage is also overflowing, disabled residents not able to go down due to elevators not working, Elevators buttons not working as well	Yes		
Completed	2023-09-12, 8:28 a.m. 2023-11-	-10, 1:19 p.m. Property Standards and Maintenance Violations	i1The ⊦ Thimneystack E Rd	lumber River- lack Creek	Elevators not working every week and the garbage is also overflowing, disabled residents not able to go down due to elevators not working, Elevators buttons not working as well	311 Agent		
Completed	2023-09-12, 8:28 a.m. 2023-11-	-10, 1:19 p.m. Property Standards and Maintenance Violations	31 The F Zhimneystack E Rd	lumber River- lack Creek	Elevators not working every week and the garbage is also overflowing, disabled residents not able to go down due to elevators not working, Elevators buttons not working as well	Elevators not working		
Completed	2023-09-12, 8:28 a.m. 2023-11-	Property Standards and Maintenance Violations	51 The P Chimneystack E kd	lumber River- lack Creek	Elevators not working every week and the garbage is also overflowing, disabled residents not able to go down due to elevators not working, Elevators buttons not working as well	N/A		
Completed	2023-09-12, 8:28 a.m. 2023-11-	-10, 1:19 p.m. Property Standards and Maintenance Violations	i1The F Inimneystack E td	lumber River- lack Creek	Elevators not working every week and the garbage is also overflowing, disabled residents not able to go down due to elevators not working, Elevators buttons not working as well	N/A		
Completed	2023-09-12, 8:28 a.m. 2023-11-	-10, 1:19 p.m. Property Standards and Maintenance Violations	31 The P Chimneystack E Rd	lumber River- lack Creek	Elevators not working every week and the garbage is also overflowing, disabled residents not able to go down due to elevators not working, Elevators buttons not working as well	No		
Completed	2023-09-12, 8:34 a.m. 2023-11-	-10, 1:21 p.m. Property Standards and Maintenance Violations	51 The Finneystack E	lumber River- lack Creek	The building gate has been broken for 2 years, no security and public appropriate option (Select other if is accessing the property grounds for parking	Common Area	2023-09-12 < <assigned 416-894-1127="" d'amico,="" fdamico@toronto.ca="" frank="" officer:="">></assigned>	Integration Use

311_Requests block 1									Notes Created Date 311 Request Updates 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)	51 The Chimneystack Rd	Humber River- Black Creek	The building gate has been broken for 2 years, no security and public owner/Superintendent? is accessing the property grounds for parking	Yes	
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	N/A	
Completed	2023-09-12, 8:34 a.m.	2023-11-10, 1:21 p.m	. Property Standards and Maintenance Violations		i1 The Thimneystack \d	Humber River- Black Creek	The building gate has been broken for 2 years, no security and public is accessing the property grounds for parking	Yes	
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		
- 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		
Completed	2023-09-12, 8:34 a.m.	2023-11-10, 1:21 p.m	n. Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber River- Black Creek	The building gate has been broken for 2 years, no security and public is accessing the property grounds for parking	Multi-Residential (>=4 Units)	
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	Yes	

	311_Requests									Notes Created
	311_Requests block 1									Date 311 Request Updates block 1
	Completed	2023-09-12, 8:34 a.m.		Property Standards and Maintenance Violations	51 The Thimneystack Rd	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.		Property Standards and Maintenance Violations	i1 The Thimneystack Rd	Humber River- Black Creek	The building gate has been broken for 2 years, no security and public is accessing the property grounds for parking		Other	
	Completed	2023-09-12, 8:34 a.m.		Property Standards and Maintenance Violations	i1 The Chimneystack Rd	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	i1 The Chimneystack Rd	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, 8:34 a.m.	2023-11-10, 1:21 p.m.	Property Standards and Maintenance Violations	51 The Chimneystack Rd	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	
03636246	Completed	2023-09-12, 9:15 a.m.	2023-11-10, 1:19 p.m.	Property Standards and Maintenance Violations	51 The Chimneystack Rd, S.	Humber River- Black Creek	elevator floor panels are out of standard/broken, buttons are not for the same floor a problem w/persons w/disability.	For condo or building select appropriate option (Select other if not applicable)	Common Area	2023-09-12 < <assigned 416-894-1127="" d'amico,="" fdamico@toronto.ca="" frank="" officer:="">> Integration User</assigned>
	Completed	2023-09-12, 9:15 a.m.		Property Standards and Maintenance Violations	51 The Chimneystack Rd,	Humber River- Black Creek	elevator floor panels are out of standard/broken, buttons are not for the same floor a problem w/persons w/disability.		Yes	

311_Requests 311_Requests block 1									Notes Created Date 311 Request 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)	1 The Humber Rihimneystack	elevator floor panels are out of standard/broken, buttons are not for the same floor a problem w/persons w/disability.	is this an emergency?	N/A	
Completed	2023-09-12, 9:15 a.m.		Property Standards and Maintenance Violations		1 The Humber Rinimneystack Black Creel	elevator floor panels are out of standard/broken, buttons are not for the same floor a problem w/persons w/disability.	is this a rental property?	Yes	
Completed	2023-09-12, 9:15 a.m.		Property Standards and Maintenance Violations		1 The Humber Rinimneystack Black Creel	elevator floor panels are out of standard/broken, buttons are not for the same floor a problem 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		1 The Humber Rinimneystack Black Creel	elevator floor panels are out of standard/broken, buttons are not for the same floor a problem 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		1 The Humber Rihimneystack Black Creek	elevator floor panels are out of standard/broken, buttons are not for the same floor a problem w/persons w/disability.	Property Use	Multi-Residential (>=4 Units)	
Completed	2023-09-12, 9:15 a.m.		Property Standards and Maintenance Violations		1 The Humber Rinimneystack Black Creel	elevator floor panels are out of standard/broken, buttons are not for the same floor a problem 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		1 The Humber Rinimneystack Black Creel	elevator floor panels are out of standard/broken, buttons are not for the same floor a problem w/persons w/disability.	Request Received By?	311 Agent	

	311_Requests						Notes C	reated	
	311_Requests block 1						Date 311 Req Updates		
	Completed	2023-09-12, 9:15 a.m.	2023-11-10, 1:19 p.m. Property Standards and Maintenance Violations	S. \$1 The himmeystack Black Creek	elevator floor panels are out of standard/broken, buttons are not for the same floor a problem w/persons w/disability.		Elevators not working		
	Completed	2023-09-12, 9:15 a.m.	2023-11-10, 1:19 p.m. Property Standards and Maintenance Violations	51 The Humber River- himneystack Black Creek	elevator floor panels are out of standard/broken, buttons are not for the same floor a problem 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 Humber River- himneystack Black Creek	elevator floor panels are out of standard/broken, buttons are not for the same floor a problem 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 Humber River- himneystack Black Creek	elevator floor panels are out of standard/broken, buttons are not for the same floor a problem w/persons w/disability.	Is this issue before the Landlord and Tenant Board?	No		
03788065	Completed	2023-10-07, 1:26 p.m.	2023-10-07, 2:48 p.m. Stray - Confined	31 The Humber River- chimneystack Black Creek	green parrot has beencaptured 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 ANIMALID: A961395 TAGID: -PU: 1 PR: 1 : :	Integration User
	Completed	2023-10-07, 1:26 p.m.	2023-10-07, 2:48 p.m. Stray - Confined	51 The Humber River- himneystack Black Creek	green parrot has beencaptured 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	51 The Humber River- himneystack Black Creek	green parrot has beencaptured and is confined in a box on site.	Are you willing to stay onsite until the officer arrives?	Yes		

									Notes Created
									Date 311 Request
									Updates block 1
2023-12-01, 11:41 a.m.	2024-01-26, 2:52 p.m.	. Property Standards and Maintenance Violations	s. 14(1)	51 The Chimneystack Rd		underground garage parking door	appropriate option (Select other i	Common Area f	2023-12-01 < <assigned 416-894-1127="" d'amico,="" fdamico@toronto.ca="" frank="" officer:="">> Integration Us</assigned>
2023-12-01, 11:41 a.m.		. Property Standards and Maintenance Violations				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	
2023-12-01, 11:41 a.m.	2024-01-26, 2:52 p.m.	. Property Standards and Maintenance Violations				Tenant reports that the underground garage parking door has been left open and has been	Is this an emergency?	N/A	
						broken for over a week. This is a concern for vehicle safety			
2023-12-01, 11:41 a.m.		Property Standards and Maintenance Violations					Is this a rental property?	Yes	
2023-12-01, 11:41 a.m.	2024-01-26, 2:52 p.m.	. Property Standards and Maintenance Violations				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		RMS Canada Limited	
2023-12-01, 11:41 a.m.		. Property Standards and Maintenance Violations				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 harrysherman@bellnet.ca	
2023-12-01, 11:41 a.m.		. Property Standards and Maintenance Violations				has been left open and has been broken for over a week. This is a	Property Use	Multi-Residential (>=4 Units)	
	2023-12-01, 11:41 a.m. 2023-12-01, 11:41 a.m.	2023-12-01, 11:41 a.m. 2024-01-26, 2:52 p.m 2023-12-01, 11:41 a.m. 2024-01-26, 2:52 p.m 2023-12-01, 11:41 a.m. 2024-01-26, 2:52 p.m 2023-12-01, 11:41 a.m. 2024-01-26, 2:52 p.m	2023-12-01, 11:41 a.m. 2024-01-26, 2:52 p.m. Property Standards and Maintenance Violations 2023-12-01, 11:41 a.m. 2024-01-26, 2:52 p.m. Property Standards and Maintenance Violations 2023-12-01, 11:41 a.m. 2024-01-26, 2:52 p.m. Property Standards and Maintenance Violations 2023-12-01, 11:41 a.m. 2024-01-26, 2:52 p.m. Property Standards and Maintenance Violations 2023-12-01, 11:41 a.m. 2024-01-26, 2:52 p.m. Property Standards and Maintenance Violations	14(1) 2023-12-01, 11:41 a.m. 2024-01-26, 2:52 p.m. Property Standards and Maintenance Violations 2023-12-01, 11:41 a.m. 2024-01-26, 2:52 p.m. Property Standards and Maintenance Violations 2023-12-01, 11:41 a.m. 2024-01-26, 2:52 p.m. Property Standards and Maintenance Violations 2023-12-01, 11:41 a.m. 2024-01-26, 2:52 p.m. Property Standards and Maintenance Violations 2023-12-01, 11:41 a.m. 2024-01-26, 2:52 p.m. Property Standards and Maintenance Violations	2023-12-01, 11:41 a.m. 2024-01-26, 2:52 p.m. Property Standards and Maintenance Violations 1 The Chimneystack Nd 2023-12-01, 11:41 a.m. 2024-01-26, 2:52 p.m. Property Standards and Maintenance Violations 1 The Chimneystack Nd 2023-12-01, 11:41 a.m. 2024-01-26, 2:52 p.m. Property Standards and Maintenance Violations 3 The Chimneystack Nd 2023-12-01, 11:41 a.m. 2024-01-26, 2:52 p.m. Property Standards and Maintenance Violations 3 The Chimneystack Nd 3 The Chimneystack Nd	Maintenance Violations 14(1) 2024-01-26, 2-52 p.m. Property Standards and Maintenance Violations 2023-12-01, 11-41 a.m. 2024-01-26, 2-52 p.m. Property Standards and Maintenance Violations 2023-12-01, 11-41 a.m. 2024-01-26, 2-52 p.m. Property Standards and Maintenance Violations 2023-12-01, 11-41 a.m. 2024-01-26, 2-52 p.m. Property Standards and Maintenance Violations 2023-12-01, 11-41 a.m. 2024-01-26, 2-52 p.m. Property Standards and Maintenance Violations 2023-12-01, 11-41 a.m. 2024-01-26, 2-52 p.m. Property Standards and Maintenance Violations 2023-12-01, 11-41 a.m. 2024-01-26, 2-52 p.m. Property Standards and Maintenance Violations 2023-12-01, 11-41 a.m. 2024-01-26, 2-52 p.m. Property Standards and Maintenance Violations 2023-12-01, 11-41 a.m. 2024-01-26, 2-52 p.m. Property Standards and Maintenance Violations 2023-12-01, 11-41 a.m. 2024-01-26, 2-52 p.m. Property Standards and Maintenance Violations	Abintervance Violations 14(1)	All A cream of the property of	Abartenance Violation 14(1)

311_Reque	uests uests block 1											Notes Created Date 311 Request Updates block 1
Completed	ad 2023-12-4	01, 11:41 a.m. 20		Property Standards and Maintenance Violations			Humber River- Black Creek	ui h: bi	enant reports that the inderground garage parking door as been left open and has been okken for over a week. This is a oncern for vehicle safety		No	
Completed	ed 2023-12-4	01, 11:41 a.m. 20		Property Standards and Maintenance Violations			Humber River- Black Creek	ui h: bi	enant reports that the inderground garage parking door as been left open and has been roken for over a week. This is a oncern for vehicle safety	Request Received By?	311 Agent	
Completed	ed 2023-12-4	01, 11:41 a.m. 20		Property Standards and Maintenance Violations			Humber River- Black Creek	ui h: bi	enant reports that the inderground garage parking door as been left open and has been okken for over a week. This is a oncern for vehicle safety		Common area requires repair	
Completed	ed 2023-12-4	01, 11:41 a.m. 20	024-01-26, 2:52 p.m.	Property Standards and Maintenance Violations			Humber River- Black Creek	ui hi bi	enant reports that the neground garage parking door as been left open and has been roken for over a week. This is a oncern for vehicle safety	Health Related Issue?	N/A	
Completed	ed 2023-12-4	01, 11:41 a.m. 20		Property Standards and Maintenance Violations			Humber River- Black Creek	ui hi bi	enant reports that the nderground garage parking door as been left open and has been roken for over a week. This is a oncern for vehicle safety	Is the Property Standards request concerning any of the following?	N/A	
Completed	ed 2023-12-	01, 11:41 a.m. 20	024-01-26, 2:52 p.m.	Property Standards and Maintenance Violations	5.1 _t Rc		Humber River- Black Creek	ui h: bi	enant reports that the nderground garage parking door as been left open and has been roken for over a week. This is a oncern for vehicle safety	Is this issue before the Landlord and Tenant Board?	No	
Completed	ed 2023-12-	01, 11:48 a.m. 20		Property Standards and Maintenance Violations	5.1 21 3.c	. The nimneystack d	Humber River- Black Creek	b b Ti tt h		appropriate option (Select other if	Other	2023-12-01 Tenants without hot water are not able to control the gage of the temperature of the water as a result of both boilers not working.

311_Requests 311_Requests block 1									Notes Created Date 311 Request Updates block 1	
Completed	2023-12-01, 11:48 a.m.	2024-01-26, 2:53 p.m	Property Standards and Maintenance Violations	s. 14(1)	51 The Chimneystack Rd	Humber River- Black Creek	There are 2 boilers for this building, one of which has not been working for the past month. Thus, half of the residents within the building have been without hot water during this time. One of the other as the water sudden to the document of the other as the water sudden to the other.	Yes	2023-12-01 < <assigned 416-894-1127="" d'amico,="" fdamico@toronto.ca="" frank="" officer:="">></assigned>	Integration User
Completed	2023-12-01, 11:48 a.m.	2024-01-26, 2:53 p.m	Property Standards and Maintenance Violations		i1 The Chimneystack Rd	Humber River- Black Creek	There are 2 boilers for this building, one of which has not been working for the past month. Thus, half of the residents within the building have been without hot water during this time. One of the other as the water sudden to the during the standard water sudden to the other as the the othe	N/A		
Completed	2023-12-01, 11:48 a.m.	2024-01-26, 2:53 p.m	Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber River- Black Creek	There are 2 boilers for this building, one of which has not been working for the past month. Thus, half of the residents within the building have been without hot water during this time. One of the other as the water suddenly tupled hot.	Yes		
Completed	2023-12-01, 11:48 a.m.	2024-01-26, 2:53 p.m	Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber River- Black Creek	There are 2 boilers for this building, one of which has not been working for the past month. Thus, half of the residents within the building have been without hot water during this time. One of the other water suddenly turked hot.			
Completed	2023-12-01, 11:48 a.m.	2024-01-26, 2:53 p.m	Property Standards and Maintenance Violations		s1 The Chimneystack Rd	Humber River- Black Creek	There are 2 boilers for this building, one of which has not been working for the past month. Thus, half of the residents within the building have been without hot water during this time. One of the other as the water suddent to be a so the other water suddent to be a so the suddent to be a so the water suddent to be a so the suddent to be a so t			
Completed	2023-12-01, 11:48 a.m.	2024-01-26, 2:53 p.m	Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber River- Black Creek	There are 2 boilers for this building, one of which has not been working for the past month. Thus, half of the residents within the building have been without hot water during this time. One of the other as the water suddenly tuned hot.	Multi-Residential (>=4 Units)		
Completed	2023-12-01, 11:48 a.m.	2024-01-26, 2:53 p.m	Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber River- Black Creek	There are 2 boilers for this building, one of which has not been working for the past month. Thus, half of the residents within the building have been without hot water during this time. One of the other as the water suddent tuned hot.	No		

	311_Requests 311_Requests block 1									Notes Created Date 311 Request Updates block 1
	Completed	2023-12-01, 11:48 a.m.	Property Standards and Maintenance Violations	s. 14(1)	51 The Chimneystack Rd	Humber River- Black Creek	There are 2 boilers for this building, one of which has not been working for the past mon Thus, half of the residents with the building have been without hot water during this time. On the other	in :	311 Agent	
	Completed	2023-12-01, 11:48 a.m.	Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber River- Black Creek	There are 2 boilers for this building, one of which has not been working for the past mon Thus, half of the residents with the building have been without hot water during this time. On the other	th. in	No hot water	
	Completed	2023-12-01, 11:48 a.m.	Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber River- Black Creek	There are 2 boilers for this building, one of which has not been working for the past mon Thus, half of the residents with the building have been without hot water during this time. On the other	in	N/A	
	Completed	2023-12-01, 11:48 a.m.	Property Standards and Maintenance Violations		31 The Chimneystack ₹d	Humber River- Black Creek	There are 2 boilers for this building, one of which has not been working for the past mon Thus, half of the residents with the building have been without hot water during this time. On the other	th. in	N/A	
	Completed	2023-12-01, 11:48 a.m.	Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber River- Black Creek	There are 2 boilers for this building, one of which has not been working for the past mon Thus, half of the residents with the building have been without hot water during this time. On the other	th. in	Yes	
1215969	Completed	2024-01-10, 9:15 a.m.	Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber River- Black Creek	Elevators out of service more t 1 month- no follow-up from landlord/PM Only 1 elevator left in service	han For condo or building select appropriate option (Select other i not applicable)	Unit and Common Area f	2024-01-10 < <assigned 416-894-1127="" d'amico,="" fdamico@toronto.ca="" frank="" officer:="">> Integration User</assigned>
	Completed	2024-01-10, 9:15 a.m.	Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber River- Black Creek	Elevators out of service more t 1 month- no follow-up from landlord/PM Only 1 elevator left in service	han Have you contacted the Owner/Superintendent?	N/A	

311_Requests					Notes Created
311_Requests block 1					Notes Created 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	S. 17 The Humber River-himneystack Black Creek	Elevators out of service more than Is this an emergency? 1 month-no follow-up from landlord/PM Only 1 elevator left in service	N/A	
Completed	2024-01-10, 9:15 a.m. 2024-01-26, 2:50 p.m. Property Standards and Maintenance Violations	51 The Humber River- Chimneystack Black Creek	Elevators out of service more than 1 month- no follow-up from landlord/PM Only 1 elevator left in service	Yes	
Completed	2024-01-10, 9:15 a.m. 2024-01-26, 2:50 p.m. Property Standards and Maintenance Violations	51 The Humber River- himneystack Black Creek Rd	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	51 The Humber River- Drimneystack Black Creek Rd	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	51 The Humber River- Thimneystack Black Creek Rd	Elevators out of service more than 1 month- no follow-up from landlord/PM Only 1 elevator left in service	Multi-Residential (>=4 Units)	
Completed	2024-01-10, 9:15 a.m. 2024-01-26, 2:50 p.m. Property Standards and Maintenance Violations	\$1 The Humber River- Chimneystack Black Creek	Elevators out of service more than 1 month- no follow-up from landlord/PM Only 1 elevator left in service	N/A	
Completed	2024-01-10, 9:15 a.m. 2024-01-26, 2:50 p.m. Property Standards and Maintenance Violations	51 The Humber River- Chimneystack Black Creek kd	Elevators out of service more than 1 month- no follow-up from landlord/PM Only 1 elevator left in service	311 Agent	

	311_Requests								Notes Created
									Date
	311_Requests block 1								311 Request Updates block 1
									Updates block 1
	Completed	2024-01-10, 9:15 a.m.	2024-01-26, 2:50 p.m. Property Standards and Maintenance Violations	Chimneystack	Humber River- 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	51 The Ihimneystack ₹d	Humber River- 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		Humber River-		Is the Property Standards request	N/A	
			Maintenance Violations	Chimneystack	Black Creek	1 month- no follow-up from landlord/PM Only 1 elevator left in service	concerning any of the following?		
	Completed	2024-01-10, 9:15 a.m.	2024-01-26, 2:50 p.m. Property Standards and		Humber River-	Elevators out of service more than	Is this issue before the Landlord	No	
			Maintenance Violations	Chimneystack		landlord/PM Only 1 elevator left in service	and Tenant Board?		
04257021	Completed	2024-01-17, 6:34 p.m.	2024-01-18, 8:42 a.m. Adequate Heat - No Heat - After Hours	51 The □himneystack ₹d	Humber River- 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.	appropriate option (Select other if	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	51 The Chimneystack Rd	Humber River- Black Creek	Resident said entire bidg is cold. Ongoing issue for a few weeks. Caller said this happened last year as well. Property management said they have no money.	Owner/Superintendent?	Yes	
	Completed	2024-01-17, 6:34 p.m.	2024-01-18, 8:42 a.m. Adequate Heat - No Heat -	51 The	Humber River-	Resident said entire bldg is cold.	Is this an emergency?	N/A	
			After Hours	îhimneystack ₹d		Ongoing issue for a few weeks. Caller said this happened last year as well. Property management said they have no money.			

311_Requests						Notes Created
311_Requests block 1						Date 311 Request Updates block 1
Completed	2024-01-17, 6:34 p.m. 2024-01-18, 8:42 a.n	After Hours	S. 51The Humber River- himneystack Black Creek	Resident said entire bidg is cold. Ongoing issue for a few weeks. Caller said this happened last year as well. Property management said they have no money.	Yes	
Completed	2024-01-17, 6:34 p.m. 2024-01-18, 8:42 a.n	n. Adequate Heat - No Heat - After Hours	51The Humber River- Jhimneystack Black Creek Rd	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.	RSM Canada Limited	
Completed	2024-01-17, 6:34 p.m. 2024-01-18, 8:42 a.n	n. Adequate Heat - No Heat - After Hours	51 The Humber River- Chimneystack Black Creek td	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.	4167368889	
Completed	2024-01-17, 6:34 p.m. 2024-01-18, 8:42 a.n	n. Adequate Heat - No Heat - After Hours	51 The Humber River- Inimneystack Black Creek Rd	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.	Multi-Residential (>=4 Units)	
Completed	2024-01-17, 6:34 p.m. 2024-01-18, 8:42 a.n	n. Adequate Heat - No Heat - After Hours	51 The Humber River- Thimneystack Black Creek kd	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.	Yes	
Completed	2024-01-17, 6:34 p.m. 2024-01-18, 8:42 a.n	n. Adequate Heat - No Heat - After Hours	51 The Humber River- Jhimneystack 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.	311 Agent	
Completed	2024-01-17, 6:34 p.m. 2024-01-18, 8:42 a.n	n. Adequate Heat - No Heat - After Hours	51The Humber River- Jhimneystack 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.	No Heat	

	311_Requests							Notes Created		
	311_Requests block 1							Date 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	The Humber River- imneystack 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	The Humber River- imneystack 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.		Yes			
	Completed	2024-01-17, 6:34 p.m.	2024-01-18, 8:42 a.m. Adequate Heat - No Heat - After Hours	The Humber River- imneystack 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.		7			
04257023	Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m. Adequate Heat - No Heat - After Hours	.The Humber River- imneystack Black Creek		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
	Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m. Adequate Heat - No Heat - After Hours	The Humber River- imneystack 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.	Owner/Superintendent?	Yes	2024-01-18	<< Assigned Officer: Trendes, Terry / 416-395-7038 / ttrendes@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	.The Humber River- imneystack 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.	Ţ,	N/A	2024-01-19	< <assigned -="" community="" officer:="" response="" west="">></assigned>	Integration User
	Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m. Adequate Heat - No Heat - After Hours	The Humber River- imneystack 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.		Yes	2024-01-19	< <assigned 416-894-1127="" d'amico,="" fdamico@toronto.ca="" frank="" officer:="">></assigned>	Integration User

311_Requests								Notes Created	
311_Requests block 1								Date 311 Request Updates block 1	
Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m	. Adequate Heat - No Heat - After Hours	s1 The H Chimneystack B Rd	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	51 The H Chimneystack B	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	51.The H Chimneystack B	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 (>=4 Units)	
Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m	. Adequate Heat - No Heat - After Hours	51 The H Chimneystack B Rd	Black Creek		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	51 The H Chimneystack B	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	51 The H Chimneystack B Rd	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.	, ,	Low Heat	
Completed	2024-01-17, 6:35 p.m.	2024-01-20, 10:12 a.m	. Adequate Heat - No Heat - After Hours	51 The H Chimneystack B Rd	Black Creek		If multi-unit dwelling, are other units affected?	Whole Building	

311_Requests						Notes Created		
311_Requests block 1						311 Request Updates block	1	
Completed	2024-01-17, 6:35 p.m	2024-01-20, 10:12 a.m. Adequate Heat - No Heat - After Hours	S. 51 The Humber River- 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.	Are there any children or elderly people in the dwelling?	Yes		
Completed	2024-01-17, 6:35 p.m	. 2024-01-20, 10:12 a.m. Adequate Heat - No Heat - After Hours	51The Humber River- :himneystack Black Creek kd	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.	What is the temperature outside today?	-11		
Completed	2024-01-17, 6:40 p.m	2024-01-19, 11:15 a.m. Property Standards and Maintenance Violations	51 The Humber River-Chimneystack 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. Ongoing issue since around Aug or Sept. 14(1)	t For condo or building select appropriate option (Select other if not applicable)	Unit 2024-01-18	<< Assigned Officer: D'Amico, Frank / 416-894-1127 / fdamico@toronto.ca>>	Integration User
Completed	2024-01-17, 6:40 p.m	2024-01-19, 11:15 a.m. Property Standards and Maintenance Violations	51 The humber River-himneystack 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. Ongoing issue since around Aug or Sept. Sept. 14(1)		Yes		
Completed	2024-01-17, 6:40 p.m	. 2024-01-19, 11:15 a.m. Property Standards and Maintenance Violations	51 The Humber River-Chimneystack 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. Ongoing issue since around Aug or Sept.	Is this an emergency?	N/A		
Completed	2024-01-17, 6:40 p.m	2024-01-19, 11:15 a.m. Property Standards and Maintenance Violations	51 The Humber River-Chimneystack 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. Ongoing issue since around Aug or Sept. 14(1)	Is this a rental property?	Yes		
Completed	2024-01-17, 6:40 p.m	2024-01-19, 11:15 a.m. Property Standards and Maintenance Violations	51 The humber River- himneystack 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. Ongoing issue since around Aug or Sept from the hot water	Landlord's Name			

311_Requests				Notes Created
311_Requests block 1				Date 311 Request Updates block 1
Completed	2024-01-17, 6:40 p.m. 2024-01-19, 11:15 a.m. Property Standards and Maintenance Violations	S. 11he humber River-land Humb	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. Ongoing issue since around Aug or Sept. from the hot water.	
Completed	2024-01-17, 6:40 p.m. 2024-01-19, 11:15 a.m. Property Standards and Maintenance Violations	51 The Humber River- Thinneystack Black Creek Rd, S.	Resident said the water in the unit Property Use went from cold to scorching hot. Management said they are operating with 1 boiler. Water changes from cold to extremely hot. Ongoing issue since around Aug or Sept. 6 from the hot water.	Residential (>=4 Units)
Completed	2024-01-17, 6:40 p.m. 2024-01-19, 11:15 a.m. Property Standards and Maintenance Violations	31 The Humber River- Thinneystack 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. Ongoing issue since around Aug or Sept. 411	
Completed	2024-01-17, 6:40 p.m. 2024-01-19, 11:15 a.m. Property Standards and Maintenance Violations	31 The Humber River- Thimneystack 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. Ongoing issue since around Aug or Sept. 14(1)	gent gent
Completed	2024-01-17, 6:40 p.m. 2024-01-19, 11:15 a.m. Property Standards and Maintenance Violations	51 The Humber River- Chimneystack 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. Ongoing issue since around Aug or Sept. 14(1)	ing unit requires repair
Completed	2024-01-17, 6:40 p.m. 2024-01-19, 11:15 a.m. Property Standards and Maintenance Violations	51 The Humber River- Chimneystack 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. Ongoing issue since around Aug or Sept. Ater. 4(1)	
Completed	2024-01-17, 6:40 p.m. 2024-01-19, 11:15 a.m. Property Standards and Maintenance Violations	51 The Humber River- Thinneystack 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. Ongoing issue since around Aug or Sept. from the hot water.	

311_Requests										Notes Created Date
311_Requests block 1										311 Request Updates block 1
Completed	2024-01-17, 6:40 p.m.	2024-01-19, 11:15 a.m.	Property Standards and Maintenance Violations	s. 14(1)	Chimneystack	Humber 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. Ongoing issue since around Aug or Sept. 14(1)	Is this issue before the Landlord and Tenant Board?	No	
Completed	2024-01-22, 7:57 p.m.		Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber 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 fir right now and her and other residents are going to have to wait. There is now only 1 elevator in service for 8 floors.	appropriate option (Select other i not applicable)	Common Area	2024-01-23 < <assigned 647-215-8512="" officer:="" roppo,="" vito="" vito.roppo@toronto.ca="">> Integration Us</assigned>
Completed	2024-01-22, 7:57 p.m.		Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber 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 fit right now and her and other residents are going to have to wait. There is now only 1 elevator in service for 8 floors.	Owner/Superintendent?	Yes	2024-01-23 < <assigned 416-894-1127="" d'amico,="" fdamico@toronto.ca="" frank="" officer:="">> Integration Us</assigned>
Completed	2024-01-22, 7:57 p.m.	2024-01-26, 2:44 p.m.	Property Standards and Maintenance Violations		51 The Chimneystack ₹d	Humber 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 fir right now and her and other residents are going to have to wait. There is now only 1 elevator in service for 8 floors.	,	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		51 The Chimneystack Rd	Humber 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 fit right now and her and other residents are going to have to wait. There is now only 1 elevator in service for 8 floors.		Yes	
Completed	2024-01-22, 7:57 p.m.	2024-01-26, 2:44 p.m.	Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber 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 fir right now and her and other residents are going to have to wait. There is now only 1 elevator in service for 8 floors.	(RSM Canada Limited	
Completed	2024-01-22, 7:57 p.m.	2024-01-26, 2:44 p.m.	Property Standards and Maintenance Violations		i1 The Chimneystack ≀d	Humber 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 fir right now and her and other residents are going to have to wait. There is now only 1 elevator in service for 8 floors.	(416-736-8889	

311_Requests								Notes Created	
311_Requests block 1								Notes reacted Date Quest Updates block 1	
Completed	2024-01-22, 7:57 p.m.	2024-01-26, 2:44 p.m. Property Standards and Maintenance Violations	S. in the Thinneystack 14(1) d	Humber 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.		Multi-Residential (>=4 Units)		
Completed	2024-01-22, 7:57 p.m.	2024-01-26, 2:44 p.m. Property Standards and Maintenance Violations	31 The Thimneystack dd	Humber 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?	N/A		
Completed	2024-01-22, 7:57 p.m.	2024-01-26, 2:44 p.m. Property Standards and Maintenance Violations	51 The Thimneystack Vd	Humber 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 restdents are going to have to wait. There is now only 1 elevator in service for 8 floors.		311 Agent		
Completed	2024-01-22, 7:57 p.m.	2024-01-26, 2:44 p.m. Property Standards and Maintenance Violations	a1 The Thimneystack kd	Humber River- Black Creek	Elevator has been out of service for Z 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.	infraction?	Elevators not working		
Completed	2024-01-22, 7:57 p.m.	2024-01-26, 2:44 p.m. Property Standards and Maintenance Violations	51 The Jhimneystack Rd	Humber River- Black Creek	Elevator has been out of service for Z 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.		N/A		
Completed	2024-01-22, 7:57 p.m.	2024-01-26, 2:44 p.m. Property Standards and Maintenance Violations	a1 The Thimneystack vd	Humber River- Black Creek	Elevator has been out of service for Z 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.		N/A		
Completed	2024-01-22, 7:57 p.m.	2024-01-26, 2:44 p.m. Property Standards and Maintenance Violations	51 The Jhimneystack Rd	Humber River- Black Creek	Elevator has been out of service for Z 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.		No		

										Notes Created	
311_Requests block 1										Date 311 Request	
311_hequests block 1										Updates block 1	
Completed	2024-02-15, 2:30 p.m.	2024-02-21, 9:07 a.m.	. Property Standards and Maintenance Violations	Sareda Nur	51 The Chimneystack Rd	Humber River- Black Creek		appropriate option (Select other in not applicable)	Common Area f	2024-02-15 < <assigned 416-894-1127="" d'amico,="" fdamico@toronto.ca="" frank="" officer:="">></assigned>	Integration User
Completed	2024-02-15, 2:30 p.m.		. Property Standards and Maintenance Violations	Sareda Nur	51 The Chimneystack 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.		Yes	2024-02-22 clr cld for update adv to contact by law officer	Kenita McPhers
Completed	2024-02-15, 2:30 p.m.	2024-02-21, 9:07 a.m.	. Property Standards and Maintenance Violations	Sareda Nur	51 The Chimneystack 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	Sareda Nur	51 The Chimneystack 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	Sareda Nur	51 The Chimneystack 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.				
Completed	2024-02-15, 2:30 р.m.		. Property Standards and Maintenance Violations	Sareda Nur	51 The Chimneystack 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.		. Property Standards and Maintenance Violations	Sareda Nur	51 The Chimneystack 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 (>=4 Units)		

	311_Requests 311_Requests block 1								Notes Created Date 311 Request Updates block		
	Completed	2024-02-15, 2:30 p.m.		Property Standards and Maintenance Violations	Sareda Nur	51 The Humber River- Chimneystack 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.		N/A		
	Completed	2024-02-15, 2:30 p.m.		Property Standards and Maintenance Violations	Sareda Nur	51 The Humber River- Chimneystack Black Creek Rd	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.	Request Received By?	311 Agent		
	Completed	2024-02-15, 2:30 p.m.		Property Standards and Maintenance Violations	Sareda Nur	51 The Humber River- Chimneystack Black Creek Rd	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.		Elevators not working		
	Completed	2024-02-15, 2:30 p.m.	2024-02-21, 9:07 a.m.	Property Standards and Maintenance Violations	Sareda Nur	51The Humber River- Chimneystack 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.	Health Related Issue?	N/A		
	Completed	2024-02-15, 2:30 p.m.	2024-02-21, 9:07 a.m.	Property Standards and Maintenance Violations	Sareda Nur	51 The Humber River- Chimneystack Black Creek Rd	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 the Property Standards request concerning any of the following?	N/A		
	Completed	2024-02-15, 2:30 p.m.	2024-02-21, 9:07 a.m.	Property Standards and Maintenance Violations	Sareda Nur	51 The Humber River- Chimneystack 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.		No		
:14	Completed	2024-03-05, 12:21 p.m.		Multi-residential Front End Loaded Garbage Not Picked Up	Jon Buckstin	51 The Humber River- Chimneystack Black Creek	The garbage was not picked up		2024-03-07	Inspection Note	Integration User

										Notes Created
311_Requests										Date
311_Requests block 1										311 Request Updates block 1
Completed	2024-03-19, 11:12 a.m.		Property Standards and Maintenance Violations	3.	51 The Chimneystack Rd	Humber River- Black Creek		For condo or building select appropriate option (Select other if not applicable)	Common Area	2024-03-19 < <assigned 416-894-1127="" d'amico,="" fdamico@toronto.ca="" frank="" officer:="">> Integration User</assigned>
Completed	2024-03-19, 11:12 a.m.		. Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber River- Black Creek	2 elevators since December 2023 not working. senior and people or the wheelchair living in the		Yes	
							building this is emergency			
Completed	2024-03-19, 11:12 a.m.		Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber River- Black Creek	2 elevators since December 2023 not working, senior and people or the wheelchair living in the building this is emergency		N/A	
Completed	2024-03-19, 11:12 a.m.		Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber River- Black Creek	2 elevators since December 2023 not working, senior and people or the wheelchair living in the building this is emergency		Yes	
Completed	2024-03-19, 11:12 a.m.	2024-03-20, 11:14 a.m.	Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber River- Black Creek	2 elevators since December 2023 not working, senior and people or the wheelchair living in the building this is emergency		4167368889	
Completed	2024-03-19, 11:12 a.m.	2024-03-20, 11:14 a.m.	Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber River- Black Creek	2 elevators since December 2023 not working, senior and people or the wheelchair living in the building this is emergency		Elizabeth	
Completed	2024-03-19, 11:12 a.m.		Property Standards and Maintenance Violations		51 The Chimneystack Rd	Humber River- Black Creek	2 elevators since December 2023 not working, senior and people or the wheelchair living in the building this is emergency		Multi-Residential (>=4 Units)	

301_Reports Mail 1										Notes Created Bate State State Updates block 1	
Completed	3034-00-13, 13, 13 a.m.	2024-03-30, 13-14-4-4	Property Standards and Maintenance Variations	s. 14(1)	Name and	Humber Stree Each Creek	2 elevators since December 2023 in net working, senter and people on y the schedulest bring in the building this is emergency	s this a Newsing Buttlering property?	•		
Completed	3604-60-15, 13 12 a.m.	2004-01-20, 13-34 a.m.	Property Standards and Maintenance Visialisms			Humber Step Slad Crest	2 elevances since December 2023 1 test specking senior and progist on the esteelphon foling in the building this is emergency	lagurui Rossived By [†]	311 Agent		
Completed	202445-19, 10:52 a.m.	2004-01-30, 15-34 a.m.	Property Standards and Maintenance Volutions		ic) The Disconnectable lat	Number River Risch Cresh	2 elevations since December 2025. V not working, senior and people on a the wheelshair fising in the building this is emergency.	Affect is the property by low of extrem?	Devotors we working		
Completed	262445-19, 10 52 4-4		Property Standards and Maintenance Validiens		ic) The Discovery Hands See	Number River Risch Cresh	2 elevations since December 2005 ner working, senior and people on the schedular bring in the building this is emergency	hanh brippel time?			
Completed	2624-65-15, 10.52 4.40.	2604-65-36, 15-34 a.m.	Property Standards and Maintenance Violations			Businer Biser Blass Corps	2 efections since the senter 2023 - It may working senter and proofe on a time absolute thing in the building this is amongoney	s the Property Standards request exceeding any of the following?	N/A		
Completed	200400-13, 13 13 4 m.		. Property Standards and Maintenance Violations		id The Dinneystask M	Humber Even Bush Cresh	2 electors that Desember 2001 Is not working senter and people on a the wheelshair foliog in the building this is emergency		•		
	276									*	

311_Requests	Notes Created	
	Date	
311_Requests block 1	311 Request	
	311 Request Updates block 1	

This is **Exhibit "C"** mentioned and referred to in the Affidavit of Rosell Kerr Affirmed this 06^{th} 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



Harry Sherman Crowe Housing Co-operative

51 The Chimneystack Road, North York, Ontario, M3J 3L9. Tel: 416-736-8889, Fax: 416-736-9972.
November 30, 2020

Sarah Power, Housing Development Officer Housing Secretariat, City of Toronto 55 John St. 7th floor, Metro Hall Toronto ON M6J 3C6

Dear Sarah,

CANADA-ONTARIO COMMUNITY HOUSING INITIATIVE (COCHI) FUNDING

With reference to our letter dated November 12, 2020 regarding COCHI Funding application of Harry Sherman Crowe Housing Co-operative, all required documents were already submitted on November 12, 2020 and confirmation received from the city.

Please find attached quotes received from various contractors, detail of number of quotes as under: Kindly note that we received (3) three quotes for: 1, Elevator System 2, Town Houses Heating & Cooling and (4) quotes for Common Area Lighting. Plus two (2) quotes for Domestic Hot Water (DHW) Riser Replacement and one quote Building Envelope, due COVID-19 very hard to arrange vendors site visit and also some cost involved for these type of quotes on the basis of quotes & PMC Engineering Solutions estimates, BCA report Stonewell Group Inc, BCA & Energy Audit report WalterFedy plus Building Envelope review by Enerplan Building Consultants you may proceed further.

1. Elevator System	- (3) Three Quotes
2. Common Area Lighting	- (4) Four Quotes
3. Building Envelope and Walkway	- (1) One Quote
4. Town Houses Furnace Replacement	- (3) Three Quotes
5. Domestic Hot Water (DHW) Riser Replacement	- (2) Two Quote

Please let us know if you need any clarification about the funding application.

Rosell Kens

Authorized Signature Rosell Kerr, President Board of Directors Harry Sherman Crowe Housing Coop

- Production of the Contract o	least three (3) current; comparable and compatitive quotes; vysto list the quotes; s of all 3 quotes from contractors or suppliers.
TOU Should have at	(east/th/ee:i3);current≥comparable:and-competitive-quotes;
BEST CORRESPONDANCE TO THE	Significance out address continued of
Use the format belo	w to list the gadles:
\$400 to \$400 kg so \$200 kg to \$200 kg to	ම්වීම්ල් එලිල්වී එම "ට වෙන්දීම්වීම්වීම්ල අතුදාසය පස්සෙලයෙන් අතුසාසය හා අතුසාසදයය
NOTE: Attach conie.	s of all 3 ouotes from contractors or suppliers.
Premium and Printers of the Company	(\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\

SAMPLE	d? /Prefetted Quote	2º Quote	3 ¹⁴ Quote
Clubte 4.15 om conent of Works and E.G. Replacement of PartWorks and g. gooteselected 35 qualified and the	iational for preferred goote		
E.G. Replacement of bathroom show	eis la 15 Inhis		
1 guate selected as qualified and to	Westshidden		
Name of Contractor or Suppliet			
ABC Ceneral Convigitor	\$50000		
Springs General Contractor		533,000	
Lake General Contractor			\$36,000

Quote # 1 Component of Work – Elevator System							
Name of Contractor or Supplier							
Thyssenkrupp Elevator (Canada) Ltd	\$155,102.20+HST						
RK Elevator Services Inc		\$250,000.00+HST					
Cantech Elevators Inc			\$264,000.00+HST				

Quote # 2 Component of Work — Common Area Lighting							
Name of Contractor or Supplier							
Powerlink Building Services	\$78,200+HST						
Neil Electric		\$86,995.00+HST					
KJC Lighting			\$90,200.00+H5T				
Metrosphere Light Crop			\$99,800.00+HST				

Quote #3 Component of Work - Buildin	ng Envelope and Walkway		
Name of Contractor or Supplier			
Tradelink Stucco & Construction Inc	\$760,100.00+HST		
Quote # 4 Component of Work - Town	Houses Furnace Replacem	ent (Heating & Cooling)	/
Name of Contractor or Supplier			1
Furnace AC Solutions	\$278.046+HST		
400.44 1 1 1		1	
ACS Mechanicals		\$292,220.00+HST	

Quote # 5 Component of Work – Domestic Hot water (DHW) Riser Replacement						
Name of Contractor or Supplier	·					
POM Plumbing	\$406,456+HST					
Tridon Mechanical Ltd		\$750,000.00+HST				

NOTE: Attached please find the quotes received from various contractors so far we received (3) three quotes for: 1, Elevator System 2, Town Houses Heating & Cooling and (4) Four quotes for Common Area Lighting. Plus two quotes for Domestic Hot Water (DHW) Riser Replacement and one quote for Building Envelope, due COVID-19 very hard to arrange vendors site visit and also some cost involved for these type of quotes on the basis of quotes & PMC Engineering Solutions estimates, BCA report Stonewell Group Inc, BCA & Energy Audit report WalterFedy plus Building Envelope review by Energian Building Consultants you may proceed further.

Quotes for Elevator System

thyssenkrupp Elevator (Canada) Limited

SERVICE PROPOSAL AND CONTRACT



Between thyssenkrupp Elevator (Canada) Limited (hereinafter called "thyssenkrupp Elevator") and Purchaser

Proposal Date	Proposal No.	Pages
November 26th, 2020	JG-NO026-02	1 of 4

thyssenkrupp Elevator Office at:

1200 Aerowood Drive Mississauga, ON L4W2S7

On the following Elevating Units:

CAR 1 and 2

Located at:

51 Chimney Stack Road North York, ON M3J 3L9



We will provide the Materials and Labour for:

thyssenkrupp Elevator is proposing to provide all labour, material, and supervision required to perform the following scope of work during the regular working hours of the elevator trade:

CONTROLLERS

- 2 GAL Controller 2010 Code compliant
- 2 Solid State Starter
- 2 Tape Lining System
- 2 Hoistway Inspection Station
- 2 Fire Key Switch, Fire Hat Indicator, and Phase I Instructions at Main Floor Hall Station
- 2 Elevator Communication Failure Indicator as per 2010 Code
- 2 Car Top Station
- 2 Simplex Hoistway Wire Package
- 2 Simplex Travel Cable Package
- 2 Generic Fixtures Drawing
- 2 Installation Maintenance Manual

MACHINES

2 GAL complete Elevator machines including gearbox, motor and sheave

DOOR OPERATORS AND DOOR DETECTORS

- 2 GAL MOVFR Door operators
- 2 GAL door detectors

All required submissions to the local governing authority for compliance

Page 1 of 3

engineering.tomorrow.together.

thyssenkrupp Elevator (Canada) Limited

SERVICE PROPOSAL AND CONTRACT



PLEASE NOTE:

The following will have to be completed by owner:

Emergency fire service operation will need to be updated by owner to meet current 2010 code requirements

Upgrade mainline disconnect switch to include auxiliary contact for the purposes of emergency lowering

Install a ground fault circuit interrupter in the machine room and pit area. Climate control unit in machine room

This work will be Completed for the price of:

\$155,102.20 One hundred fifty five thousand one hundred and two dollars-----20

If accepted by the Purchaser within thirty days of the proposal date

A non-refundable fifty (50%) percent Initial payment plus GST/HST, whichever and whenever applicable, shall be paid by you upon your signing of this agreement; the balance shall be paid upon completion, should the work be completed within thirty days. If the work is not completed within thirty days, payment of the balance will be due at the end of each month during the progress of the work to cover the proportional value of the materials delivered and work performed and also when the elevator units are placed into service. Any montes more than thirty days overdue shall bear interest at 2% per month (24% per annum). We reserve the right to discontinue our work at any time until payments have been made as agreed. All sales taxes with the exception of Goods and Services / Harmonized Sales Tax (GST/HST)*, permits and license fees applicable to our work as of proposal date, will be paid by us and you agree to pay all increases of same and other levies related to the work. The terms and conditions attached hereto are part of this agreement. This proposal, including any changes hereto signed by both of us, shall constitute the entire contract between us, when signed by you and subsequently approved by us. Our quotation is submitted with the understanding that any contract resulting from this bid will be in accordance with thyssenkrupp's standard terms and conditions and will be mutuelly acceptable by all parties.

In the event this agreement is cancelled, we shall be entitled to payment of non-refundable down payment and any additional costs incurred for material purchased and work performed exceeding the down payment amount.

*The Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) whichever is and whenever applicable is to be billed as an extra to the Contract price.

thyssenkrupp Elevator		Purchaser Acceptance		
mysselikiupp Elevator		Please sign and send two (2) copies to the thyssenkrupp		
Presented By:		Elevator District Office indicated above. One copy with		
Jo Ann Gavin	yssenkrupp	thyssenkrupp Elevator's signed approval will be returned.		
		Company Name:		
thyssenkrupp Elevator (Canada) Limited A	pproval			
Title:		Name and Title:		
Account Manager, Toronto West				
		1		

thyssenkrupp Elevator (Canada) Limited SERVICE PROPOSAL AND CONTRACT





Signed:	Date:	Signed:	Date:	

thyssenkrupp Elevator (Canada) Limited

SERVICE PROPOSAL AND CONTRACT



Terms and Conditions

Insurance Workmen's compensation and bonds: Certificates of our bodily injury, property damage liability insurance and our compliance with workmen's compensation requirements will be furnished to you on request. The premium for any insurance beyond our standard coverage will be extra to the contract price. A performance bond and/or material and labour payment bond will be provided if required, subject to the payment by you of the premium for the bond(s).

Maintenance service: If maintenance service is included in this contract, it will consist of periodic examination, lubrication, edjustments and the repair or replacement of any parts necessitated by wear and tear of normal usage and will commence for each elevating unit when the unit is placed into service, unless otherwise specified herein or subsequently arranged.

Schedule: Our schedula for the work, stated herein or alsowhere, represents the realistic plan, which we intend to fulfill. We will not be liable for direct or indirect damages for failure to complete all or any part of the work by a specific date. Unless otherwise stated, our work will be performed during regular working hours of the trades involved and if overtime is mutually agreed upon, it will be at extra charge at our normal billing rate.

Assignment: You will not assign this contract or benefit thereof without our consent in writing.

Gode standards: We will comply with applicable provincial statutes and regulation and CSA Elevator code in effect at the proposal date.

Work by others: Except as stated herein, this contract does not include work normally done by other trades, including but not limited to the following: the provision of or alteration to hoistway and machine room to meet legal requirements; cutting, building in end making good walls, floors or enclosures to accept and properly support the elevating equipment; the removal or atteration of non- elevator equipment from the hoistway or machine room if required; protective barriers as required for working areas outside the hoistway and machine room; adequate power services for the operation of the elevator equipment; required permanent lighting and power outlets in the machine room and pit; heating and ventilation in machine room to maintain temperature between 10c and 32c,

Title and Ownership: We retain the title to the equipment covered by this contract until all payments have been made and as security therefore only and in case of your default in payment, we may take possession as allowable by law and remove all or part of such equipment, without prejudice to our other rights.

Warranty: We warrent the materials provided and the work performed by us under this contract against defects in material and workmanship for a period of one year from the date the elevation unit is placed into service and we will make good any such deficiency by repair or replacement during normal working hours, subject only to a charge for traveling time and expenses if more than one hundred miles from our nearest District office, provided that you give us prompt notice of any defect. This warranty does not include repairs or replacement made necessary by the wear and tear of normal use, or by misuse, accidental damage or lack of proper maintenance, nor does this warranty obligate us to pay for work done by others.

Liability: We are not an insurer and we accept no liability for damage to property or for injury to or the death of any person except for damage, injury or death, which may result directly from negligence or the negligence of our employees and with exception aforeseld, you agree to indemnify, defend and hold us harmless from any such claim. In any event we shall not be liable for consequential damage, including loss of use by reason of the failure of the elevating device(s) or parts thereof. The Purchaser hereby waives any and all rights of Subrogation as against thyssenKrupp Elevator.

Accommodation: You agree to provide a safe working area and a dry secure space for our tools and equipment as it entives on site until its installation. Should loss of or damage to our material, tools or work occur at the building you shall compensate us therefore, unless such loss or damage results from our own negligence. You agree to provide at your expanse, electrical power for our tools and lights, as well as weshroom facilities for our workmen. We agree to abide by all reasonable working regulations and safety requirements as may apply in your building and to carry out work with due regard for the normal usage of the building, provided that our work is not delayed thereby.

In	itials	
- 111	mais	

QUOTE



9 Cross Hill Road, Scarborough, ON M1T 3E3

Phone: (647) 885-7538 rchen@rkelevatorservices.com www.RKelevatorservices.com

TO:

Attn: Frank Lin, P.Eng PMP, Project Director

180 West Beaver Creek Road, Richmond Hill, ON L4B 1B4

NOVEMBER 27TH, 2020



DESCRIPTION	Qty	UNIT (\$)	AMOUNT (\$)
Job Site: 51 The Chimneystacked Road, North York ON, M3J 3L9			
- Full elevator modernization for car's 1 and 2	2	125,000.00	250,000.00
*Elevator cab Interior and work, estimated \$70,000 by others not included			
Electrical and None a			
PRICE VALID FOR 60 DAYS			
SUBTOTAL			250,000.00
HST 835199795 (13%)			32,500.00
		TOTAL AMOUNT	282,500.00



November 23, 2020

Harry Sherman Crown Housing Co-operative Inc. 51 The Chimneystack Road North York, Ontario M3J 359

Attention:

Mr. Kaleem Mohammad

Subject:

51 The Chimneystack Road Elevator Modernization R.F.P.



Dear Mr. Kaleem Mohammad,

Enclosed for your review is our bid for the elevator modernization project at Harry Sherman Crown Housing Co-operative Inc., located at 51 The Chimneystack Road, North York, Ontario.

We specialize in elevator modernization/maintenance services and pride ourselves in quality installations and adhering to project schedules. We've recently completed similar elevator modernization projects a number of other Co-Operative Housing sites. Most recently, we are working at Las Americas Co-op at 1185 Vanrose Street in Mississauga. We would be pleased to provide you with several Co-operative references if required.

We appreciate being invited to quote the elevator modernization project work at your building, and would welcome the opportunity to discuss the project in greater detail.

Please call us to arrange a mutually convenient meeting, or if you have any questions.

Yours truly, : Cantech Elevators Inc.

Michael Leitch, P.Eng. Vice President

Encl.

michaelleitch@cantechelevators.com www.cantechelevators.com

Page 1 of 2



Our bid to modernize the two (2) elevators (TSSA No. 68432 & 68433) located 51 The Chimneystack Road (Harry Sherman Co-operative), is provided with <u>reference and adherence PMC Engineering's Specifications</u> for Las Americas Co-operative in Mississauga.

The elevators in these two facilities have virtually identical applications; speed, capacity, layout and OEM (original equipment Manufacturer). The main difference being the Harry Sherman Co-operative has one additional floor served by the elevators.

Our proposal considers that the following work elements will be supplied as additional to our scope-of-work at estimated of \$60,000 plus HST:

- Elevator Cab Interiors direct with a subcontractor.
- 2. Alterations to Electrical, Fire and Life Safety, Emergency Power and HVAC systems as may be required to accommodate the modernized equipment.

MODERNIZATION:

Our price to Lump Sum Price to complete all of the Work, excluding HST, under this contract is:



Two Hundred Sixty-Four Thousand ——— xx/100 Dollars, (\$264,000.00) HST Extra.

MAINTENANCE:

Our monthly Interim Maintenance Price is <u>\$780.00, HST Extra</u>.
Our monthly:5-year Maintenance Price is <u>\$780.00, HST Extra</u>, (subject to annual escalation, capped at 3% maximum per year).

SCHEDULE:

See attached project schedule for this modernization.

Our bid has been prepared with <u>reference and adherence</u> to the Technical Elevator Modernization Specifications (General and Maintenance) produced by PMC Engineering Solutions for Las Americas Co-Operatives Homes Inc., as applied to the as-built site conditions of the elevators located in the Harry Sherman Crown Co-Operative Homes Inc., including Addendum #1 (replace elevator Safeties).

Project Schedule

Building Address: 51 The Chimneystack Road, North York

Weeks per car = 8 Material Lead (weeks) 12

Work Element	Date	Days	Weeks
Contract Award	November 30, 2020	0	0
Order Date	December 14, 2020	14	2
Material Delivery	March 8, 2021	98	14
Car 1 Completion	May 3, 2021	154	22
Car 2 Completion	June 28, 2021	210	30
Anticipated Duration	from Award		220

Anticipated Duration from Award

Note: Award date shown is approximate.

Project Schedule

Building Address: 51 The Chimneystack Road, North York

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Work Element	_	Site Take Off	Order Date	Material Lead Time	F	On-Site Work Car 1	On-Site Work Car 2

Anticipated Duration from Award

Note that the Schedule above is approximate based on the following:

- an assumed award date, Letter of Intent or CCDC 2, as indicated
 anticipated or typical supplier delivery lead-times (vary based on order date and plant loading)
 - no unforeseen site conditions or Interuptions
- based on present work back log and awards on hand (status may change with award date)
- projected dates may be impacted by COVID 19 delays

Quotes for Common Area Lighting

POWERLINK BUILDING SERVICES

Unit 47, 50 Great Gulf Dr. Vaughan ON, L4K 07K Tel: (416) 876-5188; E-Mali: account@powerlinkbs.ca HST#750761918RT0001

QUOTATION

Quote #:

20-18

To:

Harry Sherman

Date:

20-Nov-20

Attn.:

Mohammad Kaleem

REF:

LED lighting Retrofit at common area Address: 51 The ChimneyStack Road, Toronto

ltem	Description of work	Qty	Unit Price		Extended Price
1	Supply and install LED lights per consultant PMC lighting Schedule.	Lump Sum	N/A	\$	75,000.00
2	Disposal and recycle	1	N/A	\$	1,200.00
3	Incentive application	1	\$ 1,000.00	\$	1,000.00
4	ESA fleid evaluation	1	\$ 1,000.00	\$	1,000.00
		Total Pric	e (HST Extra):	Ś	78,200.00

Exclusion:

Quoted by:

Terry Wang, Vice President

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FEATURES & SPECIFICATIONS

IMTERIORD USE — Available in several color temperatures, lumen packages and lengths, ideal for use in commercial, retail, office, warehouse and display applications. Certain airhorne contaminants can diminish integrity of acrylic and/or polycarbonate. <u>Clickhere for Acrylic Polycarbonate</u> <u>Compatibility table for suitable uses</u>,

Certain airborne contaminants may adversely affect the functioning of LEOs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. <u>Click here for a list of substances that may not be suitable</u>, for interaction with LEOs and other electronic components.

CONSTRUCTION — Compact-design channel and ower are formed from code compilant, 22 gauge cold-rolled steel.

SENSOR SWITCH JUST ONE TOUCH TECHNOLOGY — Single room control wheless technology available for easy install and commissioning to aid in code compilance. The JOT option enables the fixeture with Just One Touch pairing capability. The JOTYTX15 option features a luminaire-embedded occupancy and ambient light sensor allows the luminaire to power off when the space is unoccupied or when enough ambient light is entering the space.

FINISH — High-gloss, baked white enamel (standard).

OPTICS --- LEOsgrovide 80-r-color rendering Index (CRI) at 3.500K, 4000K and 5000K. Offices acrylicities with ultra-sonically welded and caps provides smooth, linear illumination.

ELECTRICAL — Luminaire Surge Protection Level: Designed to withstand up to 2.5k9/0.75kA per ANSI CB2.77-5-2095. For applications requiring higher level of protection additional surge protection must be provided.

Driver is standard 0-10V dircming dass 2.

INSTALLATION — Fixture may be surface or suspension mounted with appropriate mounting options (see accessories). Easy to install row aligner bracket included for continuous row mounting.

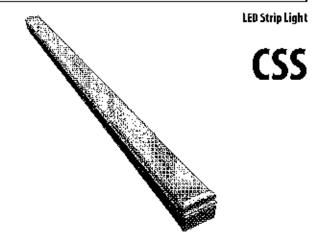
LISTINGS — CSA certified to US and Canadian safety standards and listed suitable for damp locations. Minimum starting temperature of $-40^{\circ}\text{F} + 40^{\circ}\text{C}$. Maximum ambient operating temperature of $95^{\circ}\text{F} + 40^{\circ}\text{C}$. See notes for controls temperature restrictions.

DesignLights Consorthum* (DLC) qualified product. Not **all** versions of this product may be DLC qualified. Please check the DLC Qualified Products List at <u>yww.designlights.org/OPL</u> to confirm which versions are qualified.

WARRANTY --- 5-year limited warranty. Complete warranty terms located at: yoww.ecoitybrands.com/support/customer-support/terms-and-canditions

Note: Actual performance may differ as a result of end-user environment and application. All Values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Catalog Number	
Notes	
Туре	















SA* Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency

To learn more about A+, visit <u>yyyvy, aquitybrands.com/apius</u>.

*See ordering tree for details



וטאם	ERING INFORMATIO	K	Lead tip	nes will vary	depending on options selected. O	asultwit	h your sales re	presentath	re.		Exam	ple: CSS L	96 ALD4 MVOLT SWW3 80CRI
				ا جود سارة	999			18(0)	T1 = 6.40		Tijo iv	2011010	
. CSS	Contractor Single Strip LED	L48	48"	4000LM ALG3	4000 Lumens ‡ Switchable lumens, 3000 LM / 4000 LM / 5000 LM	ANVOLT 347	120-277V 347V ‡	40K 50K	4000K‡ 5000K‡	80CRI	eo Cri	.00	
		L96	96*	BOOOLIA ALGII	8000 Lumens \$ Switchable lumens, 6000LM / 8000LM / 10000LM			SWW3	9witchable white, 35K/ 40K/50K			Individual SFR30CSS	Controls:
												SFR7CSS	Factory Installed 360°, small motion, low bay sen≤or, SFR 7 ¢
								ļ				Wire 60acc	# Wire Guard
		1				l				L		wa .	Mile drain

NOTE: \$ Indicates option chosen has ordering restrictions. Please reference ordering restrictions chart.

-
Chain hanger and Jack chain, 36" (one pair)
Alroraft, cable 10' (one pair)
5/8" Swivel-stem hanger (specify length in 2" increments up to 48")
Field Installed 360°, large motion, high bay sensor, SFA 30 *
Field instalted 360°, small motion, low bay sensor, SFR 7 #
Y hanger in multiples of 10 (five pair)
Wire Guard with Mounting hardware (one 4ft)
Juriction box cover and hardware, white

7757	<u> </u>
Option value 555	Restriction 20 1 Table 19 Tabl
35X, 40K, 50K	Not available with ALO lumen packages.
40001M, 8000LM	Not available with SWW3.
JOT Enabled Controls	Not available with A193, A094, 347Y or SW(W3, Not Intended for continuous now mount applications. Minimum starting temp of 14°F (-10°C). Maximum operating temp of 148 at 95°F (35°C) & 1.96 at 85°F (30°C).
SFR Sensors	Mox awallable with 347Y. Can only be mounted at the end of continuous row mount applications. On following found in Minimum starting temp of 34°F (-10°C).
Wire Guard	Does not cover Controls.

OPERATIONAL DATA

	ZOLINO OF SE		ing transition		E e l'anexa
	4000 LM	4000K	4,298	35.3	121.B
1	. Alley or secure of courts falled constraints of courts (Alley or spaces)	3500K	製 3,190 数 //		Andria &
l '	ALO3 (3000 UA)	* \$2000K \$38	### 120 "%		
	St. 11.00	\$5000M # 4) 12 0 00	35 D.	3.02.317.5.3366
140		3500K	4,135	35.B	115.4
L48	ALO3 (4000 LM)	4000 K	4,206	35.8	117.3
]		500 0K	4,268	35.8	119
		35000 O	888 S 0588	46,9	調整15萬2萬
	ALOS (SUCOLAN)	40 00 k	建筑150 年前	HE SHOWEN	一般整新发展。图
	TO THE RESERVE OF THE PARTY OF	25000K	(2) 凝集的强力。要。	51-2 06.03 A 15. 125	[一定 對新聞前 [2008]
I	100 100 to 100 (40 (20 (20 (20)	THE STREET	1004(44)(2)(A)(45)	Strike Branch Comment	median district
Company (Company)	8000 LM	4000K	8,596	72	119,3
	ME (1887) / 1984		8,596	72 24 (35)	119,3
	ME (1887) / 1984	4000K	8,596 36,580 (\$1.7)	72 7 (55) (87)	119.3
	9000 LM *ALG4 (6000 LYA)	4000K	55 63 0 (* ?	72 2 (45) (50) 2 (45) (50)	119.3 ************************************
	ME (1887) / 1984	4000K	55 63 0 (* ?	72 	
	ME (1887) / 1984	4000K 552 3500K 4000K 383	36. 6.180 (*) 186. 495 - 32 1870 (*)	2 (55) 2 (44) 2 (7)	TOTAL TOTAL
	**ALO4 (6000 LYA)	4000K 3500K 4000K 35000K 35000K	6.380 (\$1.2) 186,495 (\$2.2) 8,271	21 G35 J5 Q7 12 G35 J5 Q7 22 G35 J5 Q8 71.7	115.4
	**ALO4 (6000 LYA)	4000K 3500K 4000K 3500K 4000K	6,380 (* ? ?) 6,300 (*) <u>8</u> 6,500 (* §) 8,271 8,413	71.7 71.7	115.4 117.3
	**ALO4 (6000 LYA)	4000K 3500K 4000K 3500K 4000K	6,380 (* ? ?) 6,300 (*) <u>8</u> 6,500 (* §) 8,271 8,413	71.7 71.7	115.4 117.3

#All	Lateral marketoness are manager and in-	dependent on operatino environment.

PROJECTED LUMEN MAINTENANCE 0.91 0.81 0.75 0.92 0.93 0.90 120,000 0.93 40,000 90,000 120,000

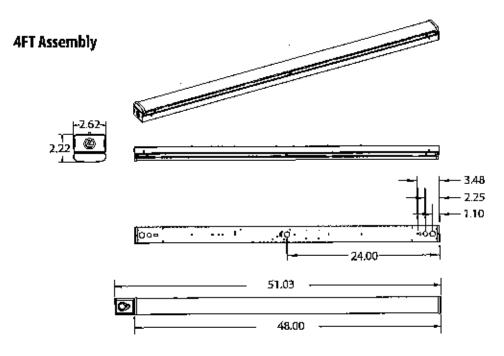
"Actual performance may wary based on amblent temperature of installed togation.

DIMENSIONS

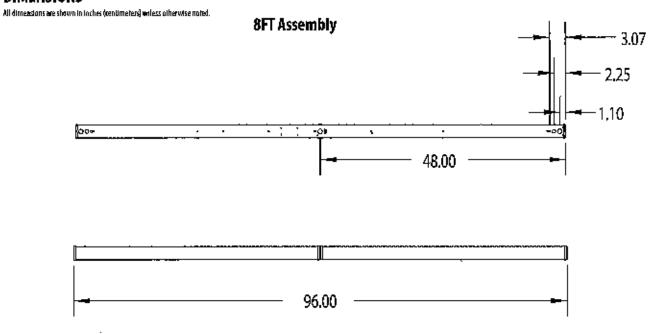
All alimensions are shown in lacties unless otherwise acted.

	Ĭ,		, ii.	210000	Acorda (
L48	ı .	2.62	2.22	5 lbs	98	46 x 57
L96	i	2,62	2.22	10 lbs	102	461198.5

^{*}Weights will vary slightly with added options.



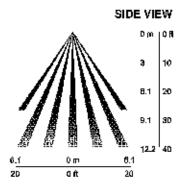


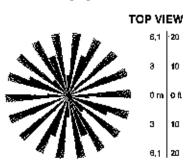


INDIVIDUAL CONTROLS COVERAGE PATTERNS

SFR 30 UNIVERSAL 360° LENS

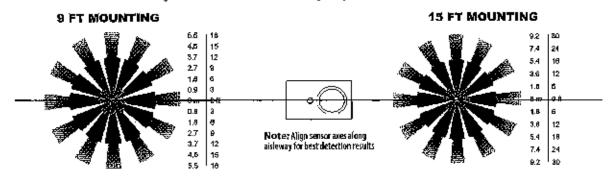
- Provides excellent detection of large motion (e.g. walking) when mounted between 15 to 40 (r.(4.57 to 12.19 m)
- \cdot , 15 to 20 ft (4.57 to 6.10 m) radial coverage overlaps area litting a typical high bay fixture
- Recommended for factures that have a 1:1 spacing to mounting height ratio or less (e.g. fixtures 30' on center or less @ a 30' mounting height).





SFR 7 MINI LOW BAY 360° LENS

- Recommended for walking motion detection from mounting heights between 8 ft (2.44 m) and 20 ft (6.10 m).
- Intitial detection of walking motion along sensor axes at distances of 2x the mounting height up to 15 ft (4.57 m) and 1.75 cup to 20 ft (6.10 m).
- Provides 12 ft (3.66 m) radial detection of small motion when mounted at 9 ft (2.74 m).
- Initial detection will occur earlier when walking across sensor's field of view than when walking directly at sensor

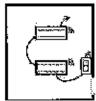


MAXIMUM # OF FIXTURES PER SFR SENSOR

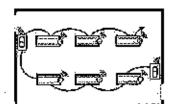
	44,000 (2.75 <u>.</u> 5. 2.013 (3.81. <u>.7</u> .
CSS L48 4000LM ATVOLT	20
CSS L 68 ALG3 MYOUT	16
CSS L96 8000LM MVOLT	10
CSS L96 ALO4 MAYOUT	В

JOT ENABLED WIRELESS CONTROLS

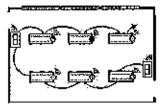
TYPICAL SMALL ROOM APPLICATION (UP TO 250 SQ. FT.)



One Entrywey 1x WSXA JOT 2x JOT Enabled Fixture



Two Entryways 2x SPODMRAJIÓY 4x JOT Enabled Flatters with Occupancy Sensor



Two Entryways with Daylight Harvesting 2x SPODMRA JOT 1x JOT Enabled Fixture with Photocall and Occupancy Sensor 54 JOT Enabled Fixture with Occupancy Sensor

JOT ENABLED PRODUCT PORTFOLIO

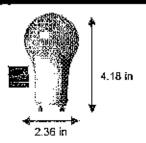
CONTROLS



PHOTOMETRICS

Please see <u>www.lithonta.com</u>.

LED A19



Walt	9.5
Power Factor	> 0.7
Voltage	120 volt
Frequency	50/60Hz
Вале Туре	GU24
Operating Temperature Range	-4F to 104F
Initial Lumena	810
Lumens per Waft	65,3
Color Temperature	4000K
Color Rendering (CRI)	63
UL	Yes
Energy Star	15,000 hours
RoHS	Yes
FCC	Yes
Paranezon, C	
Werranty	6 years 6 hr/day
Diameler	2,36"
Nominal Length	4.181
Rated Life	15,000 hours

810 Lumen 9.5 Watt 4000K A19 Omni LED – GU24 Base



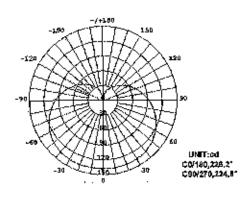
PRODUCT DESCRIPTION

9.5 watt A19 Omni-directional EarthBulb LED provides 810 lumens and replaces 60 watt incandescent directional bulbs for over 80% energy savings. 4000K color of light. Great for use in table lamps, floor lamps, wall sconce, and task lighting applications. Multi-Chipset LED and an advanced cooling system provides for 15,000 hours of LED life. GU24 base. Suitable for outdoor use, damp location, when installed in fixtures and not directly exposed to weather. Energy Star rated product.

PRODUCT FEATURES

- This A bulb is Energy Star and provides 810 lumens, capable of dimming to less than 9%
- Omni directional beam angle provides full radial illumination
- Chipset provides 4000K cool white light with a high color rendering rating of over 83
- Energy Star, enclosed fixture rated
- Suitable for outdoor use, damp location, when installed in fixtures and not directly exposed to weather

LUMINOUS DISTRIBUTION INTENSITY DIAGRAM

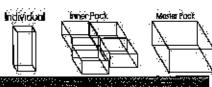


AVERAGE BEAM ANGLE (60%):225,3*

Note: IES files available upon request.

MODEL NUMBER; LA19940EF24

PRODUCT APPLICATIONS



	<u>P</u> 6-019-5	14 (25 4	3 87 4 105			
10935	1	840781109359	00840791109359	12	84078110335900	48
		X18.00				
10935	1	2.44 x 2.44 x 4.70	10.39 x 7.83 x 5.23	12	21.16 x 16.06 x 5.82	419
				77		<u>.</u>
10935	1	0.4136	3.02	12	12,89	48

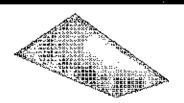
EarthTrontos 380 W. Western Ave, Sulte 301 Muskegon, Michigan 49440 PH 231,332,1188 Toll Free 866,632,7840 Fax 231,726,5029 www.earthtrontos.com







2x4 Panel



Watt	60
Voltage	100-347V
Min, Start . Temperature	-40°C
Max. Operating Temperature	40°C
Driver Type	Class2
Driver Output	27-42V Direct Current
Dimming	0 – 10 Volt
Initial Lumens	5250
Lumens per Watt	105
Color Temperature	4000K
Color Rendering (CRI)	80
Beam Angle	150"
ETL	Yes
FCC	Yes
IC Rated	Yes
News to	
Housing Material	Steel LED Housing Aluminum Frame
Lens Material	*Acry¶c
Warranty	5 years, 10 year limited
Rated Life	50,000 hours

LED 2x4 Back-Lit Panel 100-347V 50 Watt 5250 Lumen 4000K

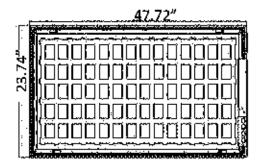


Product Description

This 2x4 LED back lit panel design provides high energy-efficient direct illumination and delivers 5250 lumens using only 50 watts to replace troffer and panel fixtures ceiling applications. The lightweight housing and slim design, measures only 1.5 inches in depth. The integral j-box and driver housing provide ample access for easy installation. The fixture is constructed using stamped steel back plate that provides excellent LED cooling as well as contributing rigidity to the design. The interior of the fixture is highly reflective white powder coated. The direct illumination panel is ideal for use in offices, schools, healthcare facilities and other commercial applications. This 2x4 panel features 100-347V voltage operation with an electronic driver that works with 0 - 10 volt dimming systems.

LED Direct Illumination Panels Feature

- 4000K color of light
- Direct illumination provides true color over the life of the product
- Stamped steel LED housing is part of a rigid fixture design.
- Fixture interior painted white for over 96% reflectivity
- Contractor friendly junction box for easy installation.
- 100-347VAC driver with 0-10V dimming is standard
- Aluminum frame fits properly in drop ceiling panels
- 50,000 hour rated life



1.5"

Order Code: 11253

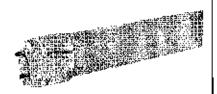
Model Number: LDFP2X45240D5

UPC: 840791112533





LED Linear Tube



(175,290 <u>,085</u>)	
Watt	17 watt system, 15 watt jamp
Power Factor	> 0.90
Voltage	For use with several 19 electronic fluorescent believi
Весе Туре	G13
Intital Lumens	2200
Lumens per Watt	129 based on system
Çalor Temperal ure	400 0 K
Color Rendering (CRI)	86
Beam Angla	300°
J. C. constitution	
ŲL_	Yes
DLC	es
RoHS	Yes
FCC	Yes
ar अंत्रीकी जो। 55	
Warranty	5 year, 10 year limited
Mercury Content	0
Dlameter	1'
Nominal Length	48*

15 Watt 2200 Lumen 48 inch LED Linear Tube 4000K - Type A



PRODUCT DESCRIPTION

15 watt EarthBulb LED linear Type A tube is available in 4000K with 300 degree beam angle. Great light output and a good choice for direct replacement of T8 fluorescent tubes. This linear tube provides 2200 lumens and has a CRI of 86. High power LED and an electronic internal driver provides 50,000 hours of LED life. UL Type A for "plug and play" on T8 Instant Start and some select Program and Rapid Start electronic fluorescent ballasts. DLC listed product.

Download ballast compatibility list here: https://www.earthtronics.com/wp-content/uploads/2019/02/10897-10898-LT817840A-LT817850A-Ballast-List.pdf

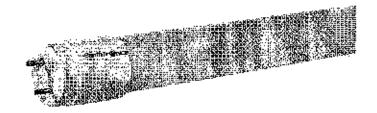
PRODUCT FEATURES

- 17 watt total system energy use when combined with a 0.88
 BF ballast factor electronic T8 ballast. 15 watt lamp energy use
- "Plug and play" on T8 systems utilizing Instant Start and select Program and Rapid Start electronic ballast
- · DLC listed product
- Glass tube ensures maximum light output over the life of the lamp
- · Easily retrofit T8, 4 foot tubes
- Provides 2200 lumens
- Chipset provides 4000K cool white light with a high color rendering rating of 86

MODEL NUMBER: LT817840A

DLC PRODUCT ID: PLKFH2TC1QL4

ORDERING CODE: 10897



Diameter: 1 inch.

Nominal Length: 48 inches

PACK SIZE: 25







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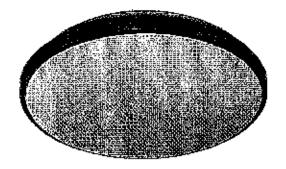
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LED Flush Mounts

MODEL 1701-12 SN | 1702-14 SN



Product Specification Sheet



HIGHLIGHTS

- Title 24 compliant
- Opal Acrylic Diffuser included



Features & Benefits

- Low profile LED ceiling mount is designed to enhance any decor, offers exceptional savings, and its low profile keeps it out of the way of closet, doors
- Provides abundant light in bedrooms, hallways, dens and other rooms requiring task lighting
- Even overall light through opai diffuser, you will not see. any dark or hot spots

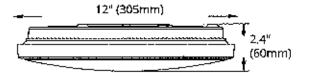


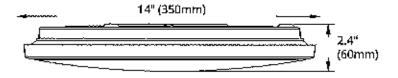


SPECIFICATIONS

Model	Wattage	Voltage	Lumens	Beam Angle	Lifetime	CRÏ	Dimmable	Colour Temp.	Operating Temp.
1701-125N	15W	120V	1050 lmn	115°	50000	80	Yan	3K (Warm White)	-20°C ~
1702-14SN	22W	1204	1400 lmn	113	hours	160	Yes	5K (Cool White)	+40°C

 Dimensions: 305 mm x 305 mm x 60 mm (1701-125N) 350 mm x 350 mm x 60 mm (1702-145N)





1701-12SN

1702-14SN



Compatible Dimmer (sold separately)



DMD-ELV

ORTECH CFL LED Dimmer

Reference	QTY.	Remotes	Project:
·			Location;
			ApphRecit;
			Engineer:
			[†] Contractor:
			Sulpmitted by:
			Data:

CONTRACTOR

LED Slim Lights

MODEL DISC3 | DISC4 | DISC6



Product Specification Sheet









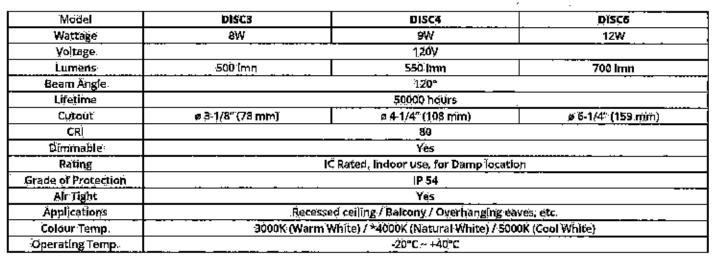
HIGHLIGHTS --

- Round 3", 4", 6" LED Slim lights with driver in connection box.
- Rated for damp locations where not directly exposed to water
- Easy and Fast installation saves on labour
- IC rated for direct contact with insulation, no housing required.
- Class 2 transformer in junction box is included.
- Depth Is 1/2", and for the best possible Layout Depth Flexibility, it should be installed right under joists

MOUNTING

- Cut hole in celling and snap fixture in Opening with attached spring clips
- Ceiling clearance required: 1/2*

SPECIFICATIONS



^{* 4000}K (Natural White) is available in DISC4 and DISC6 only

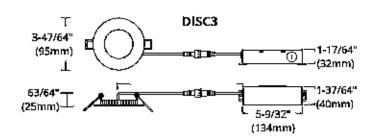
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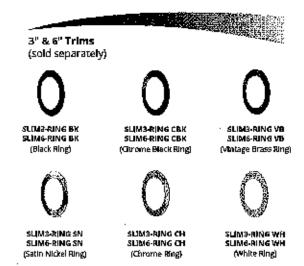
CRTECH

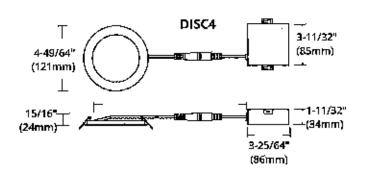
MODEL DISC3 | DISC4 | DISC6

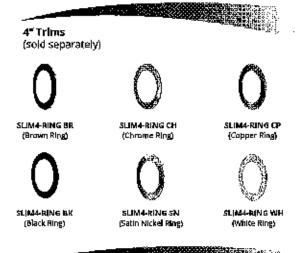
Product Specification Sheet

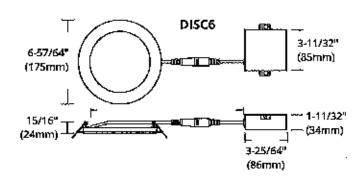
DIMENSIONS











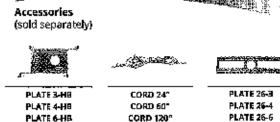


PLATE 4-HB CORD 60"
PLATE 6-HB CORD 120"

Mounting Plates for ORTECH 3"/4"/6" Extension cord:

Silm Lights

Extension cords for ORTECH Slim Lights New Construction Places for ORNECH 3"/4"/6" Sjim Lights

Reference	ent.	Kenjada	Project:
			Location:
			Archileot:
			Engineers
			.Confinenter:
			Submitted by:
			Dale:

KJC LIGHTING

OUOTATION \$90,200,00 51 The Chinneystack Road, Toronto L&M TOTAL Recycle and ESA: Shipping to Job site: UNIT COST DELIVERY DATE: SITE CONTACT: CONTRACTOR SITE LOCATE: VOLT 120 120 120 OUR REF. D/N TEL PAGE ĆELĮ. FAX Common Area Lighting 219 MILNER AVENUE. UNIT 5 SCARBOROUGH, ON MIS 4047 PMC ENGINEERING SOLUTIONS HARRY SHERMAN COWE Provide LED lighting per PMC schedule MODEL www.kiclighting.com KALBEM MOHAMMAD November 16, 2020 905-474-2094 905-470-4268 SSERGAY WEBSITE Š EAR H ORDER DATE: DISTRIBUTOR ENGINEER COMPANY ATTN. PROJECT: TYPE ď œ O DATE 1HI.

Price valid for 30 days Taxes are extra NOTE

Price include lamps Lead time is 60 days upon confirmed order

Eleanor Shi

KICLIGHTING



1,200.00

TOTAL

89,000.00

 \mathbf{C} ñ

ADD:

80 Citizen Ct, Markham, ON L6G 1A7

Tel:

905-946-1713

Date:

2020-11-23

To: Harry Sherman

Site Location 51 The ChimneyStack Road, Torc

Attn: Mohammad Kaleem



Quotation: Common Area Lighting

ltem	Scope of work	Qty.	Unit Price	Total Price	
	Supply LED lights per PMC				
1	lighting Schedule	n/a	n/a	\$	99,800.00
Net Amount:					99,800.00
нѕт					12,974.00
		\$	112,774.00		

The quote is estimated only.

Approved By:

Cam Weale

Account Manager

Quotes for Building Envelope



Suite 201, 919 Ellesmere Road Scarborough Ontario Phone: 905-686-0340 E-Mail tradelinkstucco@gmail.com

November 11th, 2020

Attn: Harry Sherman Crowe Housing Co-op.

RE: 51 The Chimneystack Road, North York

Tradelink will complete THE FOLLOWING:

SCOPE OF WORK

- Replace existing damaged brick with new.
- Remove and replace existing caulking at windows and brick joints.
- Make good landscaping for install of new side and curb.
- Lump sum price \$760,100,00 plus hst.

QUALIFICATIONS & REQUIREMENTS

- Tradelink will submit all requirements i.e. liability insurances, WSIB certificate, etc.
- Tradelink is a trained applicator of <u>all</u> EIF System manufacturers.

TRADELINK WILL COMPLY WITH:

Inspection by the supplier of materials.

Health and Safety regulation.

Change orders and extras providing signed approval by proper authority (namely owner).

PAYMENT TERMS:

- All payments to be made payable net 30 all invoices will be monthly.
- Where applicable all holdback to be paid 45 days after Tradelink Stucco scope complete.
- 25% deposit is required on site mobilization.

STANDARD NOTES:

- All scope related caulking is included in this price.
- All flashing or other is <u>not</u> included in this price.
- All work to be performed in applicable weather, hoarding, and heating not included in price.

The above quotation is based on the utilization of non-unionized labour. Kindly advise on restrictions.

Donald Coley, Tradelink Stucco & Construction Inc.

Office: 905-686-0340 Cell: 416-568-5423



Quotes for **Town Houses Furnace** Replacement (Heating & Cooling)

2020



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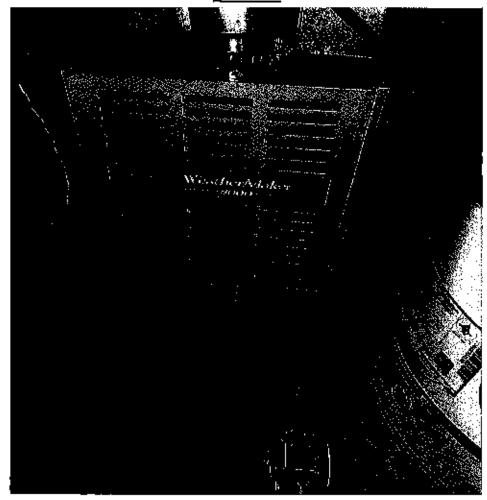




To: Kaleem Mohammad DATE: Nov 18, 2020 FROM: AleemFaroogi

I would like to express my thanks for inquiring about the quotation of a heating and cooling HVAC system for your condominium which includes a Furnace and Air Conditioner. The meeting gave me an excellent overview and insight into your job requirements in order to prepare this quotation. This proposal is prepared as per your load requirement and sizing of the building. It is my pleasure to provide the quotation for the heating system.

<u>BEFORE</u>



www.furnacesolutions.com | 905-456-8940 | 1-866-456-8940 | info@furnaceacsolutions.com 1981Boylen Rd, Unit 10, Mississauga, ON, L5\$-1R9

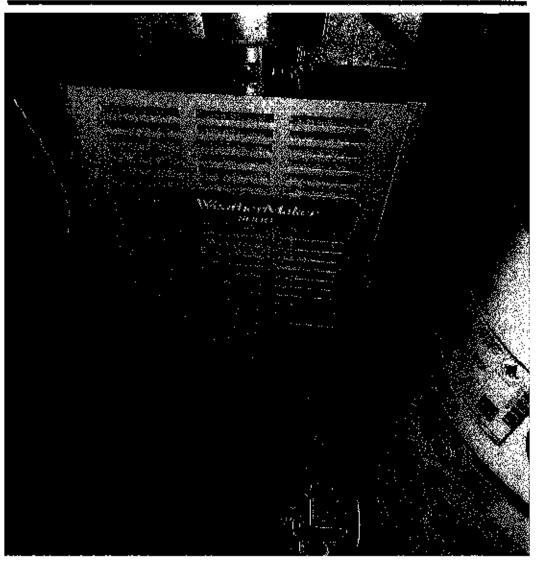


FURNACE AC SOLUTIONS

HEATING + COOLING
DUCT CLEANING + DUCT SEALING
PROVIDING CONFORTABLE SOLUTIONS



Unique Furnace & Duct Cleaning Inc.



AFTER

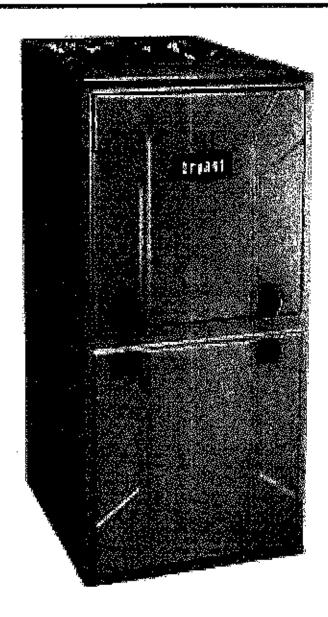


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DUCT CLEANING + DUCT SEALING
PROVIDING COMPORTABLE BOLUTIONS



Unique Furnace & Duct Cleaning Inc.



BEFORE



FURNACE AC SOLUTIONS
HEATING + COOLING
DUCT CLEANING + DUCT SEALING
PROVIDING COMPORTABLE SOLUTIONS



Air is life. Make it perfect.

Unique Furnace & Duct Cleaning Inc.



AFTER



FURNACE AC SOLUTIONS
HEATING + COOLING
DUCT CLEANING + DUCT SEALING
PROVIDING COMPORTABLE SOLUTIONS



Unique Furnace & Duct Cleaning Inc.



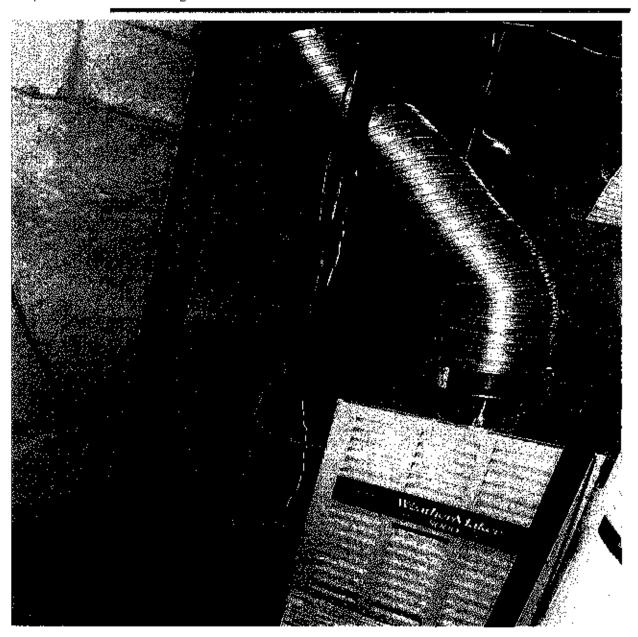
OLD VENTING



FURNACE AC SOLUTIONS
HEATING + COOLING
DUCT CLEANING + DUCT SEALING
PROVIDING CONFORTABLE SOLUTIONS



Unique Furnace & Duct Cleaning Inc.



NEW VENTING



FURNACE AC SOLUTIONS HEATING + COOLING DUCT CLEANING + DUCT SEALING PROVIDING COMPORTABLE SOLUTIONS



Unique Furnace & Duct Cleaning Inc.

Bryant Furnace







1)Bryant Preferred Furnace 60000 BTU\$3,599.00+H.S.T (Supply and install two stag	ge High efficiency furnace including
venting, duct modification, 16-25-1 filter, drain hase. Electrical wire, any sheet meta	l and dispose the old furnace in a
Environmentally way.	

- 2)10 year part warranty from the manufacturer (included)
- 3)10 year labour warranty from Comfort Shield

Total Investment per unit: \$3,599.00+ H.S.T

Extras

- 1) To Fixed the drywall there is an extra cost of \$120 x 38 Homes: \$4560.00+ H.S.T.
- 2) To install Humidifier (Generolair/ Aprilair) \$299.00+H.S.T per unt

Client

Kaleem Mohammad 51 The Chinneystack Road, North York (647)447-9716

Furnace AC Solutions Rep Aleem Farooqi 1981 Boylen Road,Unit-10, Mississauga (416)418-1956

If this quotation is approved, please sign the above and fax or email back'shis will help us to confirm your appt.











*An admin fee of 3.0% will be charged for payments made through a credit card.

Bryant Air Conditioner







1)Bryant	Legacy 2	Ton	13	Seers A	ir Conditioner
---	---------	----------	-----	----	---------	----------------

\$3,299.00+H.S.T

- 2)10 year part warranty from the manufacturer (included)
- 3)10 year labour warranty from Comfort Shield

Total Investment per unit: \$3,299.00+ H.S.T

Client Kaleem Mohammad 51 The Chimneystack Road, North York (647)447-9716

Furnace AC Solutions Rep Aleém Faroogí 1981 Boylen Road, Unit-10, Mississauga (416)418-1956

If this quotation is approved, please sign the above and fax or email back'shis will help us to confirm your appt.









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Bryant Furnace & Air Conditioner









1)Bryant Preferred Furnace 60000 BTU

\$3,599.00+H.S.T

(Supply and install two stage High efficiency furnace including venting, duct modification, 16-25-1 filter, drain hose.

Electrical wire, any sheet metal and dispose the old furnace in a Environmentally way.

- 2)10 year part warranty from the manufacturer (included)
- 3)10 year labour warranty from Comfort Shield
- 4) Bryant Legacy 2 Ton 13 Seers Air Conditioner

\$3,299.00+H.S.T

- 5)10 year part warranty from the manufacturer (included)
- 6)10 year labour warranty from Comfort Shield

Total Investment per unit: \$6,898.00+ H.S.T X 38 Town Houses

\$262,124.00+H.S.T

Extras >> (\$4,560.00+11,362.00) = \$15,922.00+H.5.T

\$278,046.00+H.S.T

- 1) To Fixed the drywall there is an extra cost of \$120 x 38 Homes: \$4560.00+ H.S.T
- 2) To Install Humidifier (Generalair/ Aprilair) \$299.00+H.5.T per unit X 38 = \$11,362.00+ H.5.T

Client Kaleem Mohammad 51 The Chimneystack Road, North York (647)447-9716

Furnace AC Solutions Rep Aleem Farooqi 1981 Boylen Road,Unit-10, Mississauga (416)418-1956

If this quotation is approved, please sign the above and fax or email back'shis will help us to confirm your appt.











*An admin fee of 3.0% will be charged for payments made through a credit card.







The above price includes complete installation & commissioning of new HVAC Systems in your home. During the installation we will coordinate with other contractors for a smooth installation process.

Exclusions: ..

No Structural drywall, flooring, wood/carpentry, chimney/masonry work is included in our scope of work.

- a) Any other work, which is not mentioned in our scope of work.
- b) Customer will provide us all the HVAC/Building Permits & other approvals.
- c) All utilities must be near the Furnace room (5-10 Ft) i.e. gas piping from the meter, electrical wiring, drainage etc.

All of our installers are certified gas fitters and Air Conditioning & Refrigeration licence technicians. We guarantee that this installation will be done as per to the building codes and other regulations. We will provide all liability insurance & other related documents before starting the job.

I am confident that you will find this Proposal an excellent match to your requirement, if you are willing to proceed with this proposal. I would like to visit the job site to get a detailed job measurement and installation related info.

Please do not hesitate to get in touch, should you require any further information on the product or services. I look forward to hearing from you and building a happy and long association with you and our Company.

Thank You,

Aleem Farooqi HVAC Consultant







Our Company provides complete solutions to commercial and residential heating, ventilation, air conditioning and generator needs. We are Bryant Dealer in Ontario. We provide services for the installation of Complete HVAC Systems, furnaces, air conditioners, air cleaners, heat pumps, and water heaters.

We have been serving the Greater Toronto Area and have now expanded our installation and service field to best suit our customers growing needs.

Our Services

From our trusted service technicians to our knowledgeable sales support, Furnace AC Solutions is committed to providing our customers with unsurpassed product and support. Residential or commercial, whatever your needs may be, our line of highly qualified service and installation technicians have you covered. If you require immediate, affordable, on-site service 24/7.

Contact Us

Aleem Farooqi 1981 BOYLEN RD Unit # 10, MISSISSAUGA Ontario, L5S1R9

Cell: 416-418-1956 Fax: 905-456-0946

Office: 905-456-8940

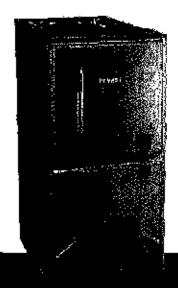
Toll Free: 1-866-456-8940

Email:info@furnaceacsolutions.com Website: www.furnaceacsolutions.com

PREFERRED™ SERIES 90+% GAS FURNACES







Enhanced Comfort and Energy Savings, Plus Exceptional Service From Your Bryant Dealer





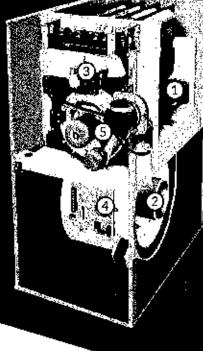
Home Comfort Components



AFUE (Annual Fuel Utilization Efficiency) is a measure of how efficient your furnace. is at converting the energy in fuel to heat.







EXTRA GAS EFFICIENCY

The secondary heat exchanger extends hoat transfer for higher efficiency use of heating fuel and is backed by a lifetime parts limited warranty.

CONTINUOUS COMFORT

Our variable-speed blower motor (Model 926T) operates. at the precise speed needed to deliver quiet, dependable heating and improved humidity control. Our multi-speed models optimize airflow to efficiently deliver the comfort you need.

3 EFFICIENCY AND COMFORT

Our two-stage gas valve (Model 926T) provides low-stage neating the majority of the time and high-stage heating for extreme winter conditions. It means consistent temperature. control with minimal "swings" in comfort.

SMART OPERATION

You could say we control our own destiny, because we are the only manufacturer that designs both the furnace AND the control board. Fan On *Plus*^{rel} adjustable constant fan, and SmartFvap™ moisture control technology are a few of the functions that set Bryant Preferred™ Series models apart.

ECONOMICAL, LOW-NOISE OPERATION

Our two-speed (Model 9261) inducer motors alternate between high- and low-speed operation ensuring high energy. efficiency and low noise operation.



PERFECT HEAT® TECHNOLOGY FEATURE

The Perfect Heat technology feature continually monitors and adjusts performance of multi-stage furnaces by looking at current and past conditions to determine the most effective stage for maximum comfort. (Models 926T, 925S)



SMARTEVAP™ TECHNOLOGY

When paired with a compatible thermostat, SmartEvap technology adds to your comfort by managing airflow to prevent unwanted humidity from re-entering your home.



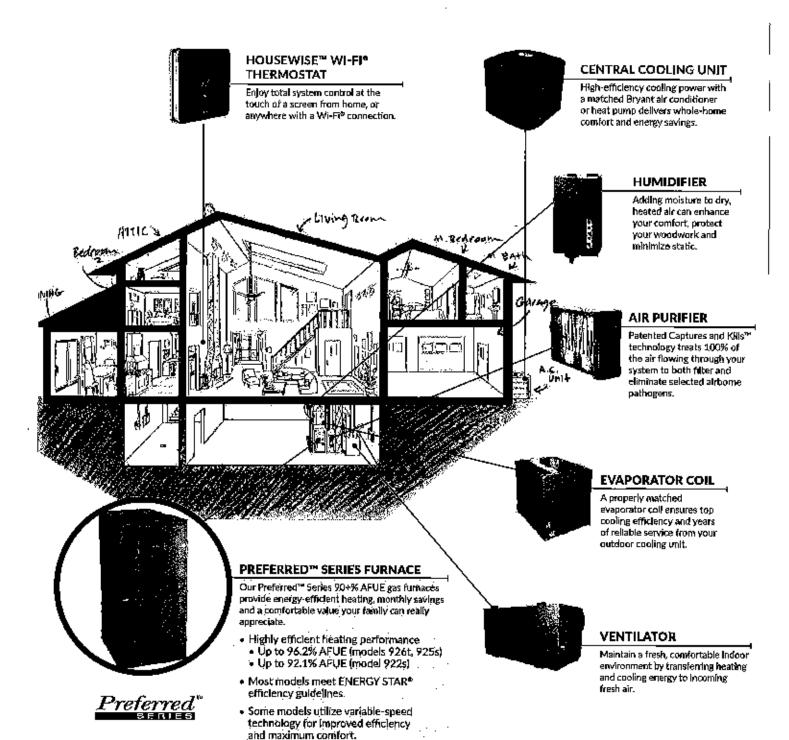
FAN ON PLUS™ TECHNOLOGY

Fan On Plus™ improves comfort all year long by allowing you to select different fan speeds during continuous fan operation to achieve more or less airflow as needed.

D,

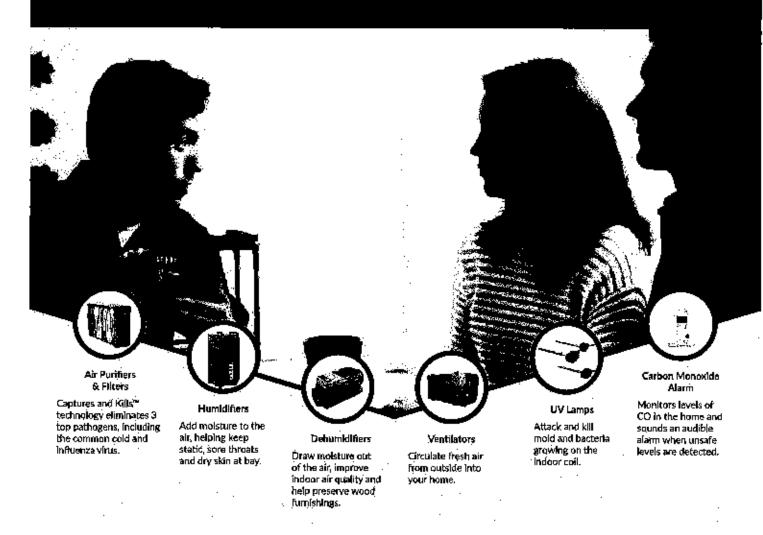
The Preferred™ Series Story

Heating and cooling systems can be complicated, but with PreferredTM Series products working together throughout your home, being comfortable is a breeze. Starting with your Preferred Series furnace and outdoor cooling unit, add a programmable Wi-Fi^M thermostat. Complete the system with products that filter and purify the air, ventilate, control humidity and more. They all work as a single unit to deliver whole-home comfort to you and your family. Your Bryant dealer can recommend the appropriate products for your particular home and region of the country.



Indoor Air Quality

The air inside your home can be five times dirtier than the air outside. Dry heated air, sticky summer humidity, and stale air from today's "tighter" more insulated homes all contribute to your indoor environment. Ask your dealer about a 30-minute air analysis to learn more about the quality of the air in your home.



Thermostats

Bryant offers a range of solutions for managing your system. Whether you're looking for Wi-Fi® thermostats with energy reporting for the ultimate in connected control, advanced communicating controls, zoning management or more basic thermostats—you'll have the system control you want.



Housewise™ Wi-Fi® Thermostat

The Housewise thermostat is your gateway to comfort management. It can save homeowners an average of 20% on their heating and cooling energy costs." With Wi-Fi^o capability, you can access your system 24/7 from almost anywhere and view detailed energy reporting from your tablet or web portal. Combine that with custom energy tips and you can make informed decisions about when and bow to save even more money.



Preferred Series Programmable Thermostat

This thermostat offers a range of powerful programming options and features for your home comfort. It provides the optimum blend of sophistication and quality with flexibility and ease of use. The result is a thermostat that gives you the maximum amount of control over your home's comfort settings and the time of day linked to them.

Top Reasons It Takes Bryant®



PASSIONATE SERVICE

Bryant dealers do more than just deliver quality products like our Preferred¹⁵⁴ 90+% AFUE gas furnaces. They also deliver knowledge, experience and Whatever It Takes⁵⁶ to get each job done right, the first time. You and your system will receive the attention to detail and professional service delivered only by Bryant dealers.

EXCEEDING EXPECTATIONS

With more than 100 years of experience, Bryant offers a full lineup of products designed with whole-home comfort In mind. Through innovative design and rigorous testing, our products are built to exceed expectations, backed by Bryant warranty protection.

CUSTOMIZED COMFORT SOLUTIONS

Heating and cooling solutions are not one size fits all. Our dealers provide solutions based on your specific needs. From financing and rebates to reliable products professionally installed, Bryant provides options that help keep you and your wallet comfortable.

NEW CONVENIENCES

With a diverse line of products to address nearly any need, from hot or cold spots, to improving indoor air quality and programmable thermostats with Wi-Fi[®] capabilities, convenient comfort can be yours when you choose Bryant.

EFFICIENCY SAVINGS

High-efficiency ENERGY STAR® qualified systems can reduce your energy consumption and carbon footprint. By reducing monthly utility bills over the life of your system, you'll see how efficient egulpment pays off.

Customized Comfort On Three Different Levels

There is a Bryant gas furnace for nearly any heating need or budget. Your Bryant dealer can help you decide which is right for you. For a comfortable balance between enhanced performance and value, choose one of our Preferredth Series 90% or better AFUE models.

EVOLUTION TO STATE METERS

 $Preferred^*$

LEGACY

Energy Management Modulating Operation
Our highest efficiency models make subtlead/ustments as conditions
change to deliver comfort within a New Leafing of a degree

Two-Stage Operation
Our Perfect Heat[®] technology feature monitors and
adjusts operation for optimal performance based on
corrent and past conditions

Single-Stage Operation Solid, dependable performance that still squeezes out 90% AFUE gas efficiency of botter Single-Stage Operation Solid, dependable performance that still provides 90% APUE gas efficiency or better

Humidity Management Perfect Humil@ty® technology
This proprietary feature leverages multi-speed systems to makinit
humidity removal without over-cooling

SmartEvap™ technology
Reduces indoor hunkfly by weverflyg condensate from
delumidification from reducating into the home

SmartEvapTM technology Reduces indoor hamildity by preventing condensate from deburyldfication from reducibiling into the home

Basic Humidity Management Provides basic hundry removal during cooling operation

Airflow Management

Fair-On Plus^{to} technology Brioy enhanced ventilation control with the ability to change fan speeds from a compatible thermostat Fan-On Pius™ technology Enjoy erhanced ventilation control with the ability to change fan speeds from a competible thermostar. Fan-On Plus ** technology Enjoy enhanced ventilation control with the ability to change fan speeds from a compatible themsestat

Comfort Management Evolution® Cohnex™ Control

Oursesst capable and complete conflort control with full-color
touch-screen and available wireless access to toppgrajuite,
humidity, vendlation and more

Variable-Speed Operation

Low speeds enhance comfort with consistent temperature, reduced horizoid spots and draffs, and superior foundity management. Higher speeds manipin your comfort in more adverse conditions.

HousewiseTM Wi-FI^M The smostat
This delive compation fools great and portrains
even baker. Wireless operation, builds screen, energy
like tracking and usee reports

Constant Air Movement Delyes quiet, exist temperature control, humidity control and greater constant Bryant* WI-FI* Thermostat Cur more tosic model with remote access, full programming and energy use monitoring

Single-Speed Solid, reliable performance that delivers conduct when you need it

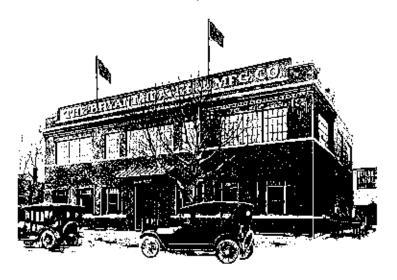
Warranty

To the original owner, Bryant Preferred 90%% AFDE gas sumates are overed by a 10-year parts and lifetime heat exchanger imited warranty upon kinely registration of your new equipment? Ask your Bryant dealer about optional extended warranties, which may include labor.

For more than a century, homeowners have associated Bryant* heating and cooling products with the highest standards of indoor comfort and Bryant dealers as service leaders. Through commitment and dedication of our product development and manufacturing teams, we have consistently met every new challenge head-on and delivered the products to meet or exceed expectations. Our national network of passionate Bryant dealers is at the forefront of our success. Knowledgeable in the field, and equipped to address your home comfort needs, our dealers deliver customized comfort solutions to you and your family by doing...

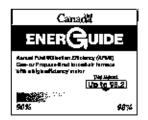
WHATEVER IT TAKES:

Since 1904





Visit our website at Bryant.com



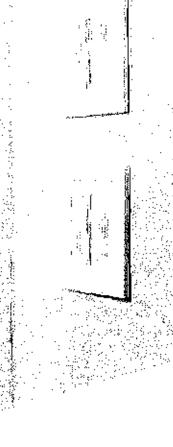


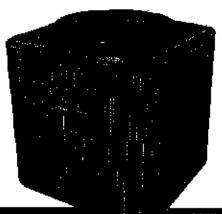
LEGACY™ LINE AIR CONDITIONERS



WHATEVER IT TAKES:







Complete Comfort and Energy Savings, Plus Exceptional Service From Your Bryant® Dealer



EGACY™

Top Reasons It Takes Bryant®



PASSIONATE SERVICE

Bryant® dealers do more than Just deliver quality products fike our Legacy™ Line air conditioners. They also deliver knowledge, experience and Whatever It Takes® to get each job done right, the first time. You and your system will receive the attention to detail and professional service delivered only by Bryant dealers.

EXCEEDING EXPECTATIONS

With more than 100 years of experience, Bryant offers a full lineup of products designed with whole-home comfort in mind, including our value-backed Legacy Line air conditioners. Through innovative design and rigorous testing, our products are built to exceed expectations, backed by Bryant warranty protection.

CUSTOMIZED COMFORT SOLUTIONS

Heating and cooling solutions are not one size fits all. Our dealers provide solutions based on your specific needs. From financing and rebates to reliable products professionally installed, Bryant provides options that help keep you and your wallet comfortable.

NEW CONVENIENCES

With a diverse line of products to address almost any need, from hot or cold spots, to improving indoor air quality and programmable thermostats with Wi-Fi® capabilities, convenient comfort can be yours when you choose Bryant.

EFFICIENCY & SAVINGS

High-efficiency comfort systems can reduce your energy consumption and carbon footprint. By reducing monthly utility bills over the life of your system, you'll see how efficient equipment pays off.

Customized Comfort On Three Different Levels

There is a Bryant air conditioner for almost any comfort need or budget. Your Bryant dealer can help you decide which is right for you. For a comfortable balance between budget and performance, choose one of our Legacy** Line air conditioner models.

	EVOLUTION.	Preferred*	LEGACY
Energy Management	Multi-Stage Operation Our highest efficiency models make sublic adjustments as conditions change to deliker comfort with much higher precision than standard or liver-stage models Two-Stage Operation Nearly continuous low-stage operation recises energy consumption. High-stage operation maintains your comfort as conditions manufate	Two-Stage Operation Nearly continuous low-stage operation reduces energy consumption. High-stage operation maintains year confort as conditions manualse Single-Stage Operation Solid, dependable performance that delivers money-saving efficiency	Single-Stage Operation Solid, dependable performance that delivers money-earing efficiency
Humidity Management	Multi-Stage Operation This system senses incremental changes in huminity, then uses invotes controlled precision to provide superior huminity management Perfect Huminity* technology This proprietary feature leverages multi-speed systems to maximize humility removal without over-cooling	Perfect Humidity® technology This proprietary feature leverages two-stage systems to maximize Humidity removed without over-cooling	Basic Humidity Management Provides basic humidity removed during cooling operation.
Comfort Management	Evolution® Connex.® Control Dot most capable and coreplete condort control with full color touch-screen and worldele wheless access to temperature, hamilities ventilation and more Multi-Stage Operation Enjoy condition, feetperature, reduced instroid sents, and superior humidity management. Multi-stage systems more closely match content conditions and adjust as needed to maintain confort.	Housewrise ^{ns} Wi-Fi ^o Thermostat This dekee copient control looks great and penforms even befor. Whiteless operation, builthereen, energy cast tracking and usage reports Two-Stage Operation Assisted up enchalown temperature swings compared to single-stage systems due to longer, lew-stage comfort cycles	Bryant [®] WI-Fi [®] Thermostat Our more basic model with remote access, full programming and emergy use monitoring Single-Stage Operation Solid, reliable performance that delivers comfort when you need it.
Sound Management	Multi-Stage Operation Provides utpa-quiet operation as low as 56 dB on lower comfort stages Aero Quiet System II ^{PM} Reduces sound through a combination of components that optimizes afrilaw and minimizes vibration	Two-Stage Operation Delivers low-sound comfort rearly continuously during low-stage operation	Single-Stage Operation Smooth-runing scroll conquessor helps deliver quiet confeet

Warranty

to the original owner, Gryan: *Legacy** Line air conditioners are consent by a 10-year panel limited we conty upon timely registration of your new equipment.*

Ask your "Dryant dealer about optional extended warrantes, which may but yet labor.

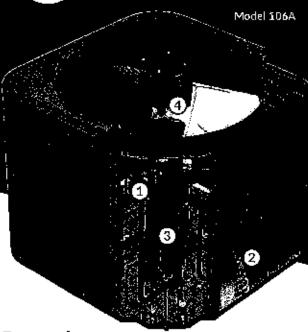
The limited warranter-and to exceed and consentrational which is a labor of the panel. The limited warranter and to exceed and consentration of the limited warranter and to exceed and consentration of the labor of the labor of the limited warranter and the labor of t

The limited waternings-and the good on certs in not required within 40 Lays. Unfollations were waterning to as the sense to require the region of our valuation. Charling actives a following party in sense of a lifetime of complete data is an absolute flow.

Home Comfort Components

Up to 16 SEER

SEER (Seasonal Energy Efficiency Ratio) is the measure of the energy efficiency of the air conditioner system.



ENVIRONMENTALLY SOUND

Our scroll compressor is designed for use with Puronia refrigerant to provide quiet comfort and years of environmentally sound, energy-efficient operation.

2 RELIABLE PERFORMANCE

Bryant's Microtube^{rs} technology refrigeration system maximizes heat transfer needed for efficient air conditioner operation in both heating and cooling. Coil materials and design minimize chances for rust and corrosion for lasting performance.

QUIET OPERATION

Smooth-running scroll compressor features naturally quiet operation and includes built-in protective features so you can enjoy your comfort for years.

BUILT TO LAST

Bryant's DuraGuard** protection package ensures lasting durability and good looks through years of exposure to weather, sports and lawn equipment and more. Three key elements to this package include: galvanized steel cabinet, baked-on powder paint and wire coil guaro.

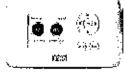
Controls

Bryant offers a range of solutions for managing your system. Whether you're looking for Wi-Fi[®] thermostats with energy reporting for the ultimate in connected control, advanced communicating controls, zoning management or more basic thermostats—you'll have the system control you want.



Housewise™ WI-FI® Thermostat

The Mousewise thermostat is your gateway to comfort management. It can save homeowners an average of 20% on their heating and cooling energy costs.* With Wi-Fi® capability, you can access your system 24/7 from almost anywhere and view detailed energy reporting from your tablet or web portal. Combine that with custom energy tips and you can make informed decisions about when and how to save even more money.



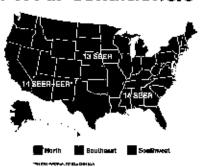
Bryant® Wi-Fi® Thermostat

This thermostat is about more than simply giving you remote access. It's about helping you save money on energy through advances in programming design, smart recovery and energy use reporting. You can see when you're spending the most on energy and bailor your settings to save. And, when you're not home, this thermostat will work to heat or cool the most efficient way possible for your system type and brand.

2015 Minimum Regional Efficiency Standards For Air Conditioners

The new 2015 minimum efficiency standards for split system ACs, packaged ACs and packaged gas/electric are regionalized. These standards divide the country into three regions; North, Southeast and Southwest.

Spin System and Packaged Air Conditioners – Regional Standards					
System Type	Neon Beginn	Sculptost Yegian	Priothizest Region		
Spilk Spetern ACs	1vszcm	14 EEE9	14 SEER / 12.2 EER × 45 Oxbittinh		
apie ajeteili nee	IVALLH	INCLET	3433 (17.41), 7.000 5.45(000 EAR)		
Packaged ACs	1435EN	14 5000	14 8559 / 11 EER		
Protoged Cas/Electric	14 SEER / APS, ACCI	14 SEER / BLS, OKUC	JASL (H / 11 H H / BLR) AFJE		



For more than a century, homeowners have associated Bryant* heating and cooling products with the highest standards of indoor comfort and Bryant dealers as service leaders. Through commitment and dedication of our product development and manufacturing teams, we have consistently met every new challenge head-on and delivered the products to meet or exceed expectations. Our national network of passionate Bryant dealers is at the forefront of our success, Knowledgeable in the field, and equipped to address your home comfort needs, our dealers deliver customized comfort solutions to you and your family by doing...

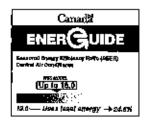
WHATEVER IT TAKES:

Since 1904





Visit our website at Bryant.com





Plan Options

Choose One Plan or a Combination of Plans for a Complete Solution

Labor Only – covers the cost of labor for all electrical and mechanical repairs. 5 and 10 year plans available.

Parts Only – covers the cost of the parts used for repair. Extend your manufacturer's 5 year parts warranty to 10 years when applicable.

If purchased in conjunction with your dealer's maintenance program, you can have peace of mind knowing your HVAC unit will be professionally maintained and repaired for years to come.

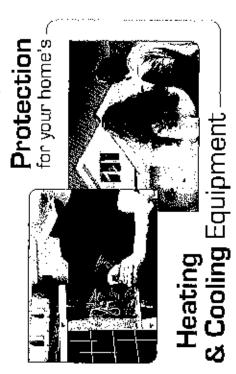
lt's Simple ▲

- Purchase a Climate Shield Complete Plan
 Contact your Installing Dealer for pricing and to purchase a plan
- Schedule Service
- Simply call your Climate Shield Complete Installing Dealer

Receive Service
Service will be performed by your authorized installing dealer
or an experienced HVAC service provider at a time that is
convenient for you

For non-pricing information about Climate Shield Complete call 866-538-8922





Think Ahead.

If your system fails, you want it fixed fast.

Typically, the manufacturer's warranty on an HVAC unit covers parts only. Our plans cover labor, which on average makes up 70% of repair costs.

What's Covered

- 100% Labor Coverage
- One Simple Call for Service
- No Deductibles
- No Out of Pocket Service Fees or Trip Charges
- Fully Transferable For a minimal \$25 fee
- Up to 10 Years of Protection Available

Purchase Climate Shield Complete and alleviate any worries of future repair costs that could potentially add up to thousands of dollars.

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Sample Common Repairs	Avg Repair Costs
Motor Replacement	\$450
Leak Repair	099\$
Coil Replacement	2800
Compressor Replacement	\$1,500

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The second secon

American Simple Service Solution.

The support you want, when you want it.

Plan Benefits*

Ward (2000) 114

- Multiple Plan Options Available Options include labor only or parts only
- Fully Transferable For a nominal fee, the Extended Warranty can be transferred to a new building owner

- Up to 1D Years of Protection
 Available on units that have been purchased and installed
 by a Climate Shield Complete Dealer within 5 years from the installation date
- Experienced Repair Technicians
 Service performed by your authorized installing dealer or an experienced HVAC service provider
- One Simple Call for Service Call your Climate Shield Complete Dealer if your system needs repair
- Extended Warranty Begins
 Depending on the type of Extended Warranty purchased,
 protection could start as early as 31 days from the date
 of purchase

77 A 22 79 77 A 2

^{*}Limitations may apply. Subject to Service Net's terms and conditions. Risk management provided by Service Net Werranty, LLC, and backed by an A.M. Beat A+ rated insurance costs are not included.



Furnace AC Solutions

Heating • Air Conditioning • Duct Cleaning

HVAC Certificate of Completion

Uníque Furnace and Duct Cleaning Inc. 1-866-456-8940 www.FurnaceACSolutions.com 416-418-1956

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O Owner's manual has been shown

O Work Site Cleaned Up

O Customer Satisfied with Installation

Master Technician:

Installation / Service Date:

Next Service Date:

Customer Name:

Customer Address:

Customer Signature:

AEROSEAL.







S





Address: 165 La Rese Ave

Etobicako ON MOP 389

Phone: 416-659-7934

Email: acsmechanicals787@gmail.com



Quote No. 73:

Date: November 27, 2020
Customer ID 51 Chimney Stack Rd
Valid Until December 27, 2020

QUOTATION

Te: Mohammad Kaleem Address: 51 Chimney Stack Rd Phone: (416) 736 - 8889 Email: kaleem@mpmg.ca

Item	Qty	Unit Price	Line Total
95% High Efficiency Furnaces Replacement with ECM Motor, Bonding and Neutralizer as per code			2810
2 Ton 410A Evapourator and Condensing Coil A/C Unit			2900
Labour Charge	· ·		1980
→ ® \$. 7690 X38=	\$. 2	92,220.	00+115],
		1	·

Thank you for your business!

If you have any questions, please contact

Bobby, 416-659-7934, acsmechanicals787@gmail.com

Visit us on, Web: www.acsmechanicals.ca instagram: acs_heating_airconditioning

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POWERLINK BUILDING SERVICES

Unit 47, 50 Great Gulf Dr. Vaughan ON, L4K 07K Tel: (416) 876-5188; E-Mall: account@powerlinkbs.ca HST#750761918RT0001

QUOTATION

Quote #:

20-19

To:

Harry Sherman

Date:

20-Nov-20

Attn.:

Mohammad Kaleem

REF: Address: Townhouse furnace replacement 51 The ChimneyStack Road, Toronto

item	Description of work	Qty	Unit Price	Extended Price
1	Supply and install new YORK furnace and associated piping	38	\$ 9,500.00	\$ 361,000.00
2	Disposal and recycle	38	\$ 1,000.00	\$ 38,000.00

Total Price (HST Extra): \$ 399,000.00

Exclusion:

Quoted by:

Terry Wang, Vice President

Quotes for **Domestic Hot** water (DHW) Riser Replacement



POM Plumbing Inc.
30-3045 Southcreek Rd.
Mississauga ON L4X 1M3
905-625-8777
Info@pomplumbing.ca
GST/HST Registration No.: 83150 6332 RT0001

Estimate 2032



ADDRESS 5753 Coopers Ave Mississauga ON L4Z 1R9

DATE 26-11-2020 TOTAL \$459,295.26

PROJECT ADDRESS

51 The Chimneystack Rd

Price includes all the apartments in the building

ACTIVITY	QTY/HRS	RATE	TAX	AMOUNT
Description This quote for the replacement of the 34 sets of hot and cold domestic water risers in the building. Quote included: -Isolate existing risers with existing shut-off valves and drain water (34 in total as each apertment has 2 sets of risers, 1 set of risers for the kitchen and 1 set of risers for the washroom) -To open walls and kitchen cabinets to access risers. Where possible kitchen cabinets will be removed and reinstalled back. Where not possible back wall will be cut and repaired after. Vanity in washroom will be removed and reinstalled back after -To remove old pipe -To supply and install additional supports where required for the new piping -To supply and install new piping -To perform pressure test -To connect new risers to the existing system -To lsolate new piping to protect from condensation -To close and to patch damaged walls. To re-install pabinets -Water supply in each riser will be restored at the end of	1		HST ON	370,256.00
each day Note During site visit we noticed that existing apartment isolation valves are old and might not be operational. Please allow \$24,300.00 + HST to replace apartment isolation valves.	1	24,300.00	HST ON	24,300.00

QTY/HRS	RATE	TA	X AMOUNT
34	350.00	нят о	N 11,900.00
SUBTOTAL HST (ON) @ 139	%		406,456.00 52,839.28
TOTAL			\$459,295.28
_	SUBTOTAL HST (ON) @ 139	34 350.00 SUBTOTAL HST (ON) @ 13%	34 350.00 HST O SUBTOTAL HST (ON) @ 13%

THANK YOU.

Accepted By

Accepted Date

Tridon Mechanical Ltd.

6110 Ordan Drive, Unit #3 Mississauga, ON L5T 2B4

Name / Address
PMC Engineering
Frank Lin

Estimate

Date	Estimate #
2020-11-25	46



Project	

Description		al
Job Tag: 51 Chimneystack Rd		0.00
Date:Nov. 23 ,2020		
Scope of work		750,000.00
Remove and replace existing copper DHW risers and branch line with new type L copper, complete with new shut-off valves Insulate all new piping.		
Remove and replace the existing copper DHW horizontal main and the DHW recirc main with new type L copper, complete with all riser isolation valves.		
Cut and repair all in-suite drywall needed to access the risers HST (ON) on sales		97,500.00
	 	
	Subtotal	\$750,000.00
GST/HST No. 781337324	Sales Tax	\$97,500.00
	Total	\$847,500.00

This is Exhibit "D" mentioned and referred to in the

Affidavit of Rosell Kerr

Affirmed this 06th day of June 2025



A Commissioner for Taking Affidavit Julian Castro Ortiz Barrister and Solicitor LSO #77258V

[Legal name of co-op]

A BY-LAW ABOUT ELECTRONIC MEETINGS AND BALLOTING

By-law No. []

MODEL FOR ONTARIO CO-OPS

Use with the Guide to the 2023 by-law updates for Ontario co-ops.

Passed by the Board of Directors on	, 20	
Confirmed by the members on	, 20	

ELECTRONIC MEETINGS AND BALLOTING BY-LAW

The purpose of this By-law is to deal with electronic attendance at board and members' meetings, electing directors by ballot and other things.

Article 1: About This By-law

1.1 Priority of this By-law

This By-law governs over the Occupancy By-law, the Organizational By-law and all other co-op by-laws in case of conflict.

1.2 Electronic Participation

(a) Special meaning

In this By-law "electronically" means transmitting information or data by telephone or in other electronic or technological ways, including phone calls, voicemail, fax, e-mail, automated touch phone system, cell phone, computer or computer networks.

(b) Electronic meetings

When meetings are held electronically or have electronic participation, people who attend electronically must be able to reasonably participate in the meeting. They are considered to be present at the meeting for all purposes including quorum.

(c) Electronic notices and documents

Rules about delivering notices and documents to members and to the co-op are stated in section 7.2 (Notices to Members) and section 7.3 (Notices to Co-op). When signed documents or notices are referred to in co-op by-laws, they may not be signed or delivered electronically unless a by-law allows electronic signature or delivery for that type of document or notice.

Article 2: Electronic Members' Meetings

2.1 Electronic Members' Meetings

When a members' meeting is called, the board will decide whether

- members have to attend in person,
- members have to attend electronically, or
- members can attend either in person or electronically.

2.2 Notice of Electronic Members' Meetings

The notice of a members' meeting has to state the place of the meeting. If electronic attendance is allowed or required, the notice of meeting will state the details on how members can connect, participate and vote.

2.3 Voting

(a) Right to vote

Every member of the co-op has the right to one vote at any members' meeting. Anyone can vote who is a member at the time of the vote.

(b) Must be present

Members cannot appoint someone else to vote for them. Members can vote only

- if they are present at the meeting in person;
- if they are present at the meeting electronically if electronic attendance was stated in the notice of the meeting; or
- if they vote in advance. See section 3.2(d) (Election Meeting Advance Voting).

(c) Voting by show of hands

Voting is by show of hands unless there is a secret ballot. If there is electronic attendance, show of hands includes electronic voting and automated electronic voting.

(d) Secret ballot

Directors are elected by secret ballot See section 3.2(c) (Election Meeting—Voting). There can also be a secret ballot where the board decides there should be a secret ballot and states this on the agenda for the meeting. In that case, the board will make sure there are procedures for secret voting for members who attend electronically. There can also be a secret ballot if both the following conditions are satisfied:

- if the members at the meeting decide by simple majority vote to have a secret ballot; and
- if electronic attendance was stated in the notice of the meeting, there are procedures for secret voting for members who attend electronically.

Article 3: Board Elections

3.1 Election Procedures

(a) Election committee

The board will appoint an election committee or election officer before any members' meeting where there will be an election. The committee or officers do not have to be members. If the board does not appoint an election

committee or officer, then the board will perform the duties of the election committee.

(b) General duties of election committee

- giving information about the election to the members, including educating members on the duties and responsibilities of the board
- finding candidates
- discussing qualification issues with candidates
- setting a deadline for nominations
- making sure the election follows the rules stated in the *Co-op Act* and the by-laws
- arranging for ballots to be distributed to members
- acting as or arranging for returning elections officers to control the ballot boxes and ensure confidentiality of marked ballots.

(c) Nominations

Members can run for a director position by submitting a nomination form that includes the information in Schedule A to this By-law. The form must be signed by the nominee and two other members. The nominee must sign and submit any documents required by the by-laws or the *Co-operative Corporations Act*. These will take effect if the nominee is elected.

(d) Nomination deadline

The election committee will establish a deadline for nominations. This must be at least six days before the date of the election meeting. It can extend the deadline to a day at least three days before the date of the election meeting. It can do this before or after the original deadline and regardless of the number of nominations received before the original deadline.

(e) Checking qualifications

The election committee will review the qualifications of each candidate and, if there is any question, will discuss it with the candidate.

(f) Number of candidates

The election committee should try to have more candidates than the number of directors to be elected.

(g) Counting votes

The election committee supervises counting the votes and announces the results. The members' meeting should choose two or more members unrelated to the candidates to count the votes. If there is no election committee, or if the members do not choose people to count the votes, the chair will decide how the votes will be counted.

(h) No conflict of interest

If there is an election committee separate from the board, no member of the committee, or relative of a member, can run in the election. If the board is acting as the election committee, any director who wishes to run in the election, or who has a relative who wishes to run, has to declare a conflict of

interest and cannot be involved in any board decisions or activities related to the election. The conflict-of-interest rules in the by-laws will apply. If a conflict of interest is not declared, the director and all relatives are not eligible to run for the board. Someone who is running for election or re-election cannot chair any part of a members' meeting where there are elections.

3.2 Election Meeting

(a) Annual members' election meeting

Members elect the directors at the annual meeting, but elections can be scheduled for another meeting.

(b) Nominations

The election committee will present a list of candidates that have been nominated. Nominations from the floor at the election meeting are not permitted.

(c) Voting

Voting will be by secret ballot. The rules in the *Co-op Act* must be followed. These include:

- Members must cast a number of votes equal to the number of positions to be filled. Any ballot which has more or less votes will not be counted.
- Members cannot vote more than once for a candidate.
- Members cannot appoint someone else to vote for them.

(d) Advance voting

Members can vote in advance at the co-op office or another polling station set up by the election committee. The committee will notify all members of the days and hours when they can vote. Members may have to provide identification. They will be given a ballot to fill in in secret. The filled-in ballots will be put in a sealed box that will not be opened until the election meeting.

(e) Special circumstances

If members cannot vote at the office or polling station because of special circumstances, such as illness or absence during polling hours, they can contact the office or the election committee. The committee can arrange for two persons to meet a member at the office or their unit, give them a ballot and put the ballot into a sealed box.

(f) Quorum requirements

There must be a quorum at the election meeting until the final vote is cast. There does not have to be a quorum while the votes are being counted and when the results of the vote are announced.

(g) Most votes

The candidates with the most votes are elected to the board. The number of votes for each candidate or the order in which they finished should not be announced. If applicable, there will be an announcement of:

- the names of candidates tied for the last position
- the names of candidates elected for a full term and for a partial term.

(h) Tie vote

If there is a tie for the last position for a full or partial term, the chair will decide the winning candidate at the meeting by lottery (coin toss or random draw).

(i) Acclamation

If the number of nominees is equal to the number to be elected or less, the chair will declare that the candidates are elected by acclamation.

(j) Lower number elected

If the number of directors elected is lower than the positions available, the vacancies can be filled by the board under section 5.1 (Vacancies).

3.3 Recount

(a) Immediate recount

A member can move to have a recount immediately after the results are announced. If a quorum is still present and at least nine members support the motion, there will be an immediate recount. One of the members who supported the motion can be present during the counting.

(b) Special recount meeting

If there has not been an immediate recount, five percent of the members can requisition a special members' meeting to recount the votes. This requisition must be received during the seven days following the election meeting. There will be a recount at the meeting. One of the members who signed the requisition can be present during the counting. Until the recount, the results announced at the election meeting will stand.

(c) Used ballots

The election committee or the chair will destroy the ballots, counting records and any electronic records right after a recount. If there is no recount at the election meeting, those items will be kept in a safe place during the seven days following the election meeting. They will be destroyed on the eighth day unless a recount meeting has been requisitioned under this section.

Article 4: Board Procedures

4.1 E-mail notices

Any director can agree in writing to accept notices by e-mail. E-mail can be used to give those directors notices of board meetings, agendas of board meetings and reports and other documents related to board functions. Highly sensitive materials should not be sent by e-mail, but should be distributed at the meeting and all copies should be collected afterwards.

4.2 Phone Meetings

Any or all directors can participate in a board meeting by conference phone or other equipment where all the directors can communicate with each other simultaneously and instantaneously. A director participating in those ways is considered to be present at the meeting.

4.3 Resolutions in Writing

The directors can pass a motion by signature (except a motion to end a member's membership and occupancy rights). The motion must be in writing and signed by all directors. Signature can be in person, by e-mail of a scanned document or through an electronic signing service. Resolutions or motions passed in this way will be included with the minutes of the next board meeting. The same confidentiality requirements apply as if the matter came up at a board meeting.

4.4 Board Polls

(a) Effect of board poll

If no director objects, a board poll can be used to get an advance opinion from the directors. A board poll is not a legal decision. The results have to be reported to the next board meeting. The board poll becomes a legal decision if the board passes a motion to confirm it or all directors sign a resolution in writing to confirm it.

(b) Procedure for board poll

A board poll can be arranged by a decision of the board, by the president or vice-president or by the manager. The poll can be conducted by e-mail, telephone or in other way. All directors will be given the same information and the opportunity to state their position on the issue.

(c) Acting on board poll

Before the next regular board meeting, action can be taken as a result of a board poll only if

- the result of the board poll is confirmed by a special board meeting, which could be by telephone,
- the result of the board poll is confirmed by a resolution signed by all directors under section 4.3 (Resolutions in Writing), or
- the action is within the authority of the manager or another person who takes the action.

Article 5: Vacancies in Board

5.1 Vacancies

(a) When members do not elect enough directors

When the members do not elect the full number of directors at an election meeting, the board can appoint a qualified person to fill the vacancy.

(b) If no board quorum

If there is a vacancy and the board no longer has a quorum, the remaining directors must appoint or serve as an election committee. Article 3 (Board Elections) will apply. The remaining directors must call a members' election meeting as soon as possible after the nomination deadline to elect directors to serve the rest of the terms of the former directors.

(c) If meeting not called

If the remaining directors do not call the members' meeting under the previous paragraph, then any member can call the meeting. The meeting must permit electronic attendance. At the meeting the members elect directors to serve the rest of the terms of the former directors. Candidates must be nominated from the floor and seconded. Section 2.3(d) (Voting – Secret Ballot) applies.

(d) When the members remove a director

When the members remove one or more directors, they can elect any qualified person for the rest of the term of the former director. They can do this only if the meeting permits electronic attendance. Candidates must be nominated from the floor and seconded. Section 2.3(d) (Voting – Secret Ballot) applies. If they do not elect a replacement, the board can appoint a qualified person to fill the vacancy. If the board no longer has a quorum, paragraphs (b) and (c) of this section will apply.

(e) When vacancies occur for any other reason

When there is a vacancy on the board and the previous paragraphs of this section don't apply, the board can appoint a qualified person for the rest of the term of the former director. The appointment takes effect immediately, but the election of the director must be put on the agenda for the next members' meeting. The appointment will be considered confirmed unless the members elect someone else.

Article 6: Confidentiality Situations

6.1 No Recording of Meetings

(a) Recording co-op meetings

People present at a co-op meeting can take notes but are not allowed to record the meeting, whether by tape or any other device. This includes members' meetings, board meetings and committee meetings. It includes the participants in the meeting, such as directors or committee members, and also members and guests. It applies whether the people are present in person or by conference phone, electronic or other equipment.

(b) Board authorization

The board can authorize taping or recording of meetings to help in minutetaking or for other reasons. Only the board can give the authorization, whether it is for a board, members' or committee meeting. The motion to authorize taping or recording must be recorded in the minutes of a board meeting.

6.2 Electronic Entry and Security Systems

(a) Electronic records

The co-op may have security cameras, key fobs or other systems that automatically create records. These are called electronic records in this section. They are considered confidential information under this By-law.

(b) Approval at a members' meeting

The installation of any new electronic records system, or any major change in an existing system, requires approval at a members' meeting. The board can approve other changes, such as relocation of a security camera.

(c) Location of security camera screens

Live monitors, computer or television screens that show images from security cameras will be placed so that only authorized staff can see them. A motion at a members' meeting can decide something else. This does not apply if the coop has arranged for direct viewing on a cable or similar channel.

(d) Checking electronic records

Electronic records will be checked as necessary by authorized staff. No one else can see them except as stated in this section.

(e) Discarding electronic records

The board will decide on a normal time frame for discarding or recycling each kind of electronic record unless one of the following applies:

- The manager is aware of an incident or situation where the records may shed light on the problem in the future.
- Someone has submitted an incident report or complaint where the manager believes the records could be relevant.
- The manager feels the records could be relevant in a legal proceeding.
- The manager has received an indication that the records should be kept as evidence.

6.3 Incidents

(a) Use of records

When the manager is reporting to the board on any incident, complaint or situation, the manager should report to the board on what is shown by relevant paper, electronic and other records. The manager may show the record itself. Records will be made available to the police under a warrant and may be made available without a warrant when the manager thinks it is appropriate.

(b) Disputes between members

Paper, electronic and other records may be requested by someone who is having a dispute with someone else. If the records show information about

someone who is not involved in the dispute, they will not be shown without that person's written consent unless the relevant information can be deleted.

The following additional points will apply:

- The records will be kept if the manager is given notice that they may be needed.
- If both sides consent in writing, records may be reviewed by those involved or their lawyers or representatives.
- A member can submit a written request to the board to see the records. If the board decides to permit this, the records will be available to people on both sides of the dispute.
- Despite the above, the records will be shown or delivered in obedience to any subpoena or court order.

(c) Legal action

Paper, electronic and other records may be shown or sent to the co-op's lawyers or anyone investigating or dealing with an incident or complaint on behalf of the co-op. Paper, electronic and other records may be used in connection with any eviction or procedure in Court or at the Landlord and Tenant Board.

Article 7: Giving Notices

7.1 Scope of this Article

Notices relating to an eviction are governed by the Occupancy By-law. This Article is about other kinds of notices.

7.2 Notices to Members

(a) Number of notices

Only one notice or one copy of a document needs to be given for each unit.

(b) Delivery

Notices and documents can be

- handed personally to the member
- left with an adult in the member's unit
- left in the unit mailbox
- slid under the unit door or through a mail slot in the door
- delivered in any other way to the member's unit
- put in the member's box in the co-op's internal mailbox system.

(c) Mail

Notices and documents can be given by ordinary mail to members at their coop unit or the last known address where the member lives or works. Notices and documents that are sent by mail are considered delivered on the fifth day after the day of mailing.

(d) Electronic mail

Members can sign a form consenting to notices by electronic mail. The form must state an e-mail address. Notices and documents can be given to those members by e-mail. They will be considered delivered at the time of sending. Members can change their e-mail address by notice to the co-op. Members can also cancel their consent to receive e-mail notices.

(e) Delivery by electronic mail

The following types of notices and documents can be delivered to members by e-mail if the member has consented under paragraph (d):

- notices of members' meetings, agendas and documents to be presented or discussed at a meeting
- notices about the co-op, the co-op property or co-op activities that the board or staff decides to send to all members or a large portion of the membership (such as all members on a floor)
- notices personal to a member or responses to e-mails from a member.

7.3 Notices to Co-op

(a) Delivery

Notices and documents can be given to the co-op by delivery to the co-op office. If the co-op does not have an office, the board should designate a place or person that members can use to give things to the co-op or get them from the co-op.

(b) Mail

Notices and documents can be given by ordinary mail to the co-op addressed to the co-op office. Notices and documents that are sent by mail are considered delivered on the fifth day after the day of mailing.

(c) Electronic mail

Section 1.2(c) (Electronic Notices and Documents) states rules about when notices and documents can be signed or delivered electronically. Members can sign or deliver those documents to the co-op by e-mail at an address set by the co-op. They are considered delivered at the time of sending.

(d) Exceptions

The following are some examples of documents that may *NOT* be signed or delivered electronically unless a by-law says something else:

- applications for membership
- credit check authorizations
- occupancy agreements, including all attachments, schedules and appendices
- statements of income and household composition, as applicable

- co-signer or guarantee agreements
- long-term guest agreements
- sub-occupancy agreements
- requisitions or petitions
- Directors' Ethical Conduct Agreements, Confidentiality and Conflict of Interest Agreements, Consents to serve as Director or any similar documents
- confidential information complaints
- human rights complaints
- other complaints under co-op by-laws.

7.4 Defects in Notice

A minor error or omission in any notice will not affect any decision made by the board or members. This includes accidentally failing to give notice or a document to someone. It also includes someone not receiving a notice or document that has been delivered or sent.

Schedule A: Director's Nomination Form

To:	[Insert name of co-op]	
We nominate	to run as a candidate for the next election meeting of members.	or
director of the co-op	berative at the next election meeting of members.	
Nominator name:		
Nominator address:		
Nominator signature	:	
Date of signing:		
Nominator name:		
Nominator address:		
Nominator signature	:	
Date of signing:		
I accept the nor	mination. I consent to serve as a director if I am elected.	
Candidate signature:		
Date of signing:		

This is **Exhibit "E"** mentioned and referred to in the Affidavit of Rosell Kerr Affirmed this 06^{th} day of June 2025



A Commissioner for Taking Affidavit Julian Castro Ortiz Barrister and Solicitor LSO #77258V

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

CITY OF TORONTO

Applicant

- and -

UPWOOD PARK/SALVADOR DEL MUNDO COOPERATIVE HOMES INC.

Respondents

SECOND REPORT OF BDO CANADA LIMITED
IN ITS CAPACITY AS INTERIM RECEIVER OF UPWOOD PARK/SALVADOR DEL MUNDO
COOPERATIVE HOMES INC.

DECEMBER 10, 2021

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INTRODUCTION AND PURPOSE

Background

- 1. On July 16, 2020, BDO Canada Limited ("BDO") was appointed interim receiver and manager (the "Interim Receiver") over Upwood Park/Salvador Del Mundo Cooperative Homes Inc. (the "Co-Op" or "Upwoods") by the City of Toronto (the "Service Manager" or "City") pursuant to section 85(6) of the Housing Services Act, 2011 ("HSA"). Pursuant to sections 95(2) and 95(3) of the HSA the maximum period that an interim receiver may be appointed over a housing provider is 180 days. Such period may be extended by the Service Manager on application to the Ontario Superior Court of Justice (the "Court").
- 2. On March 12, 2021, the City brought an application before the Court to extend the Interim Receiver's appointment. In support of its application the City filed the affidavit of Mario Mendes, the Housing Consultant responsible for Upwoods, sworn March 8, 2021 (the "Mendes Affidavit"). The Mendes Affidavit provides a summary of the events which led the City to seek the appointment of the Interim Receiver and the reasons for the removal of Upwoods' board of directors. A copy of the Mendes Affidavit is attached hereto as Appendix "A".
- 3. Ms. Saffia Abdul-Haqq ("Abdul-Haqq") and Ms. Masbal Abokar, both individuals residing at Upwoods (together, the "Opposing Members"), appeared unrepresented at the March 12, 2021 hearing and requested an adjournment. The Opposing Members requested the adjournment to engage legal counsel to assist them in opposing the extension of the Interim Receiver's appointment.
- 4. On March 8, 2021, the Interim Receiver filed its first report to the Court ("First Report") which detailed its findings and activities from the date of its original appointment. A copy of the First Report, without appendices, is attached hereto as **Appendix "B"**.
- On March 12, 2021, the Honorable Justice McEwen of the Court (Commercial List), issued an
 interim order extending the appointment of BDO as the Court-Appointed Interim Receiver of
 Upwoods (the "Interim Order"). A copy of the Interim Order is attached hereto as Appendix
 "C".
- 6. On March 24, 2021, the Opposing Members advised the Receiver they were impecunious and requested the Interim Receiver use the Co-Op's operating monies to fund the Opposing Member's efforts to continue to oppose the appointment of a receiver. The Interim Receiver advised the Opposing Members that Upwoods did not have funds available for their initiative and referred them to the City.

- 7. On November 23, 2021, after engaging legal counsel, the Opposing Members filed their motion materials setting out their request for \$50,000 from the funds held by the City, on behalf of Upwoods, to challenge the appointment of the Interim Receiver. The Opposing Members rely on an affidavit affirmed by Abdul-Haqq dated November 22, 2021 (the "Abdul-Haqq Affidavit"), along with an affidavit sworn by Joann Duddy, a law clerk in their counsel's office, on November 23, 2021 (the "Duddy Affidavit").
- 8. The purposes of this second report to the Court (the "Second Report") are:
 - a. to provide the Court with information regarding the activities of the Interim Receiver since filing of its First Report; and
 - to clarify factual inaccuracies and/or mischaracterizations contained in the Abdul-Haqq Affidavit, including those relating to the events leading to the appointment of the Interim Receiver.
- 9. The Interim Receiver does not take a formal position with respect to the Opposing Member's motion. This Second Report is meant to provide the Court with pertinent information regarding the background and operations of Upwoods since its First Report, and to assist the Court in making a determination on whether to grant the relief sought.

DISCLAIMER

- 10. This Second Report has been prepared for the use of this Court and the Co-Op's stakeholders to provide general information in connection with the Opposing Members' motion. Accordingly, the reader is cautioned that this Second Report may not be appropriate for any other purpose.
- 11. Except as otherwise described in this Second Report, the Interim Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook. The Interim Receiver expresses no opinion or other form of assurance with respect to such information except as expressly stated herein.
- 12. Capitalized terms used herein and not defined in this Second Report shall have the meaning ascribed to them in either the Interim Order or the First Report.
- 13. All monetary amounts contained herein are expressed in Canadian dollars unless otherwise noted.

OVERVIEW OF CO-OP

- 14. The Co-Op was incorporated under the Co-operative Corporations Act ("CCA") on August 2, 1991, as a corporation without share capital to provide subsidized housing in the City of Toronto. The Co-Op became fully operational on September 1, 1993. The Co-Op entered into a lease agreement with Colandco Co-operative Homes Inc. for a 49-year term, which began in June 1992. The building and fixtures are owned by the Co-Op until the lease expires in 2041.
- 15. The Co-Op is governed by a volunteer board of directors (the "**Board**") all of which are members of the Co-Op and reside at the Co-Op. The Board is comprised solely of residents of the Co-Op with no outside parties. The Board members are elected by the Co-Op's membership in accordance with its internal by-laws.
- 16. The Co-Op receives monthly funding from the City in the form of a subsidy, which is made up of an operating subsidy and a rent subsidy. The operating subsidy funds the operating costs in excess of the building market rent potential. The rent subsidy covers the difference between the amount that qualifying members can pay, based upon their income, and the actual market (or benchmark) rent for the unit they live in. The Co-Op's financial viability is dependent upon funding from the City and fiscally responsible spending.
- 17. The Co-Op is comprised of two ten-story buildings which include one, two, and three-bedroom units. The buildings are located in Toronto's Rustic neighborhood, east of Jane Street just south of Highway 401 at 298 ("298") and 300 ("300") Queens Drive (together, the "Properties"). In total, there are 318 units (54 one-bedroom units, 194 two-bedroom units and 70 three-bedroom units). The Co-Op's targeting plan requires that it maintain a minimum of 175 rent-geared-to-income ("RGI") units and a minimum of 74 units paying market rent ("Market"). As at December 1, 2021, the Co-Op had 171 RGI units and projects to reach the minimum number of RGI units by January 1, 2022.
- 18. The Co-Op has approximately 500 Co-Op members ("**Members**") and, collectively with non-member tenants, there are approximately 656 adult residents and 220 children, residing at the Co-Op, between the Properties.
- 19. The Properties are physically adjoined via underground parking. Each of 298 and 300 has its own entrance and laundry facility. 298 houses the Co-Op's gym and library. 300 has a shared community room. All these common use rooms have been closed to the Members due to the mandated Covid-19 restrictions and are beginning to reopen, beginning with the gym in December 2021, as restrictions are lifted.

ACTIVITIES OF THE INTERIM RECEIVER SINCE THE FIRST REPORT

20. The following represents the more significant financial, operational and maintenance activities of the Interim Receiver since the First Report.

FINANCIAL

- 21. The August 31, 2021 year end ("Fiscal 2021") financial statement audit is currently being completed by Prentice Yates & Clark, Chartered Professional Accountants, the Co-Op's auditors ("PYC" or the "Auditor"). PYC has advised the Interim Receiver that a projected surplus of \$20,415 in anticipated for Fiscal 2021. This compares to prior years where significant operating losses were incurred in both 2020 (\$121,145) and 2019 (\$99,313).
- 22. On November 18, 2021, the Interim Receiver and the property manager, Homestarts Incorporated (together, "Management"), held the Annual General Meeting ("AGM") for the Members to attend via conference call. The Auditor, also in attendance, presented the 2020 audited financial statements and Management presented the approved budget for 2022 (the "2022 Budget"). The 2022 Budget showed that without an increase of 1.6% in the housing charges, the Co-Op was unable to cover its budgeted costs. A copy of the 2022 Budget presentation prepared by Management is attached hereto as Appendix "D".
- 23. Since the Interim Receiver's appointment, it has prioritized reducing housing charge arrears (i.e., rent arrears) which were approximately \$106,000 at the time of its appointment. Since that time, arrears for individuals with amounts greater than \$1,000 have decreased to \$60,735 by November 30, 2021. To facilitate timely monthly rent payments, the Interim Receiver made available to all Members additional payment methods which have allowed for easier and more timely rent payments (i.e. Tenant Pay via bank debit). The Interim Receiver continues to issue Notices to Appear to Members and holds virtual meetings with tenants to resolve their arrears issues, negotiate, and approve payment plans. There are currently eight households on payment plans.
- 24. Despite the Receiver's best efforts to negotiate payment plans with Members, four household accounts have been sent to the Landlord and Tenant Board for eviction due to continued non-compliance of their payment agreements and excessive arrears.
- 25. The Interim Receiver continues to monitor the monthly financial performance and financial situation of the Co-Op through a review of the monthly financial statements and bi-monthly arrears reports. In addition to closely monitoring the Co-Op's expenditures and cash flows, the Interim Receiver meets with Management on a regular basis to discuss opportunities and solutions to stabilize the Co-Op.

- 26. As discussed in the First Report, the capital reserve fund was depleted because of increased spending in 2018 and 2019 totaling just under \$1 million with 60% of these expenditures used for cosmetic unit upgrades as opposed to critical building envelope improvements. The Co-Op's capital reserve fund is projected to be \$398,157 by August 31, 2022.
- 27. The Co-Op's Building Condition Assessment Reports dated September 17, 2015 and May 29, 2020 (the "BCA") identify over \$7 million in required building structure repairs, exterior wall repairs, roofing systems replacement and elevator modernization requiring attention by 2023. The Co-Op currently does not have sufficient funds or funding to address all these issues.
- 28. The Interim Receiver applied for and recently received approval for funding from the Canada-Ontario Community Housing Initiative ("COCHI") in the amount of \$1,172,400 for some of the identified repairs, including replacing both roofs, brick remediation, installation of CO2 monitors and replacement of the garage ramp with heat tracing system.
- 29. In early 2021 the Interim Receiver arranged a three-month payment plan for the repayment to the City of subsidy overpayments incurred in 2018. The total paid was \$159,422.
- 30. Recently, the Co-Op has been advised that the 2019 and the 2020 subsidy reconciliations are complete, and the overpayments due back from the Co-Op are \$120,111 and \$119,244 respectively, totaling an additional \$239,355 to be repaid to the City in January (50%) and February (50%) 2022.

OPERATIONAL

- 31. The Interim Receiver has utilized the City of Toronto "Wait List" to fill vacant units and has reviewed and updated the extensive internal transfer list according to date of request and priority. The Interim Receiver is advised by the City that prior to its appointment, the proper protocol for filing vacancies was not being followed pursuant to the Social Housing Reform Act and the Co-Ops bylaws.
- 32. During 2021, Homestarts conducted a full RGI review ("2021 RGI Review"). The results were shared with the City and 61 letters have been sent to households due to non-production of information required to receive subsidy. 11 households have since complied and 50 remain noncompliant. Should these 50 households not produce the required information by December 2021, the market rent cost will be applied to their unit on January 1, 2022. Correspondence received from the auditors (the "2020 Management Letter") indicates that their testing for fiscal 2020 showed that several Member files which were reviewed lacked the appropriate documentation to support the Member's RGI status. A copy of the 2020 Management Letter is

- attached hereto as **Appendix "E"**. Following the 2021 RGI Review, the Member files are now maintained properly.
- 33. The Interim Receiver continues to replace any malfunctioning security cameras as needed throughout the Co-Op and has added additional cameras where needed. Underground parking and garage lighting has been upgraded with additional cameras and lighting placed where required for the safety of the Members.
- 34. Subsequent to the appointment of the Interim Receiver, Blackhawk Security Services, the predecessor security guard provider, advised that it was their belief that there were several vehicles that had been either stolen or abandoned in Co-Op's parking garage. As a result, the Interim Receiver conducted a parking garage audit to identify the ownership of vehicles parked on the premises and to allow for the Co-Op's records to be updated, as an audit had not been conducted in several years. 24 vehicles which did not belong to current Members were found on the premises. The Interim Receiver shared this information with the Toronto Police to identify any stolen vehicles and the abandoned vehicles will be removed from the garage by the end of the year. The results of the parking audit were used to update the new fob entry system. Currently one fob is assigned to each numbered parking space. This will limit access to the parking garage to only Members with fobs.
- 35. Additional signage has been placed in the guest parking area and rules have been communicated and implemented to the Members. Only registered vehicles can now park in this above-ground lot.
- 36. Throughout the Covid-19 pandemic and as we return slowly reopen in the City of Toronto, the office continues to be open on a by-appointment-only basis. Given the number of tenants at the Co-Op, appointments are the only way to maintain social distancing in the small office space. The Interim Receiver continues to monitor the situation and office access will be adjusted as needed with the safety of the staff and Members being a priority.
- 37. The Interim Receiver has added additional security guards to patrol the Co-Op. There are currently two guards between 7 p.m. and 7 a.m., with an overlap hour from a third guard to allow for additional patrolling. Furthermore, a security supervisor attends on Fridays, Saturdays, and statutory holiday evenings to support an additional exterior and interior patrol on these active evenings. At the start of the Interim Receiver's appointment there was no security after 3 a.m. on any day.
- 38. The Co-Op gym reopened on December 1, 2021. An online booking system has been created to allow for prebooking and social distancing, with a maximum number of Members allowed in the gym at any time.

BUILDING MAINTENANCE

- 39. As noted in the First Report, the Interim Receiver received a commitment to have the boiler replaced at no charge by the manufacturer. The new boiler was installed on March 15, 2021. At that time, the manufacturer found that the pipes had not been installed properly. The pipes have now been removed and installed correctly. This has virtually eliminated the loss of hot water complaints from tenants.
- 40. Roof anchors were replaced in both buildings in early 2021.
- 41. The Elevator ceilings (2 in each building) have been replaced as required to pass safety inspection. The new ceilings are easily transferable to the new elevators to be installed when the modernization of the elevators can be completed.
- 42. The Interim Receiver has received proposals for new elevators from F. Shaw & Associates Inc., which prepared tender documents on the Interim Receiver's behalf. Five TSSA licensed elevator contractors submitted bids to modernize the four elevators. Once funding is available, this will be a priority at a cost of approximately \$650,000.
- 43. Ongoing monthly service in the common areas continues with respect to the pest control issues at the Co-Op, and weekly service is ordered for specific units as needed. The Receiver is in the process of reviewing a new contract from Orkin for complete fumigation in both buildings for the second time this year.
- 44. The Interim Receiver engaged professionals to inspect and reinstall all the air conditioner units ("AC Unit(s)") privately owned by members. The AC Units were of concern to the Interim Receiver as many were not properly anchored and posed risks of falling and causing injury. Members who want window AC Units are required to use the service engaged by the Interim Receiver to ensure safe and secure installation. The AC Units are removed by October 15 and reinstalled in early spring.
- 45. Laundry room drains in both buildings are regularly snaked and cleaned out by plumbers. The laundry machines are owned and operated by Coinamatic Canada Inc., which is responsible for regular servicing of the machines, and addressing complaints and work orders when received by Management.
- 46. As noted above, the Interim Receiver has confirmed and executed agreements to receive the following funding from COCHI:
 - a) \$1,000,000 for the installation of two new roofs (298 and 300) for the two buildings;

- b) \$90,000 for the repaying of the garage ramp and new heat transfer system;
- c) \$67,400 for the brick remediation repair (75% of approximate cost); and
- d) \$15,000 for new CO2 monitors.

Plans for tendering this work and reviewing a minimum of 3 proposals for each item is underway.

OTHER MATTERS RE ABDUL-HAQQ AFFIDAVIT

- 47. The Interim Receiver has reviewed the Abdul-Haqq Affidavit and has identified the following factual inaccuracies contained therein:
 - a) Paragraph 4: Abdul-Haqq states that she served as President of the Board from mid-2019 until the Interim Receiver's appointment on July 16, 2020. The Corporate Profile Report lists Abdul-Haqq as a Board member and a Vice President since 2011, indicating her lengthy involvement on the Board and with the management of the Co-Op.
 - b) Paragraph 39: BDO staff attended on July 17, 2020 with its appointment instrument in hand, as is customary when taking possession and control of a debtor's operations.
 - c) Paragraph 41: BDO and the City Housing staff, including Mr. Mendes, arrived on July 17, 2020 together, meeting in the parking lot before entry. Two representatives of the Interim Receiver's staff, the Interim Receiver's locksmith and three representatives from the City attended to secure the property management office. A representative of Auxilium attended at the premises but remained in his vehicle until invited onto the premises by the Interim Receiver; he was not involved in taking possession and control of the property management office.
 - d) Paragraph 51: Abdul-Haqq states that at May 31, 2020, the Co-Op had "over \$390,000.00, after expenses had been paid". This comment mischaracterizes the Co-Op's financial position because it does not consider the liabilities of the Co-Op including the subsidy overpayments for 2018, 2019 and 2020 and the trade payables.

As at the date of the Interim Receiver's appointment, the Co-Op had roughly the same amount in its operating bank account, \$400,028, before repayment of subsidy overpayments and outstanding payables. While the Co-Op had more than \$400,000 at the time of the Interim Receiver's appointment, the Co-Op was indebted to the City for 2018 and 2019 subsidy overpayments. To date, the full 2018 subsidy overpayment of \$159,422 has been repaid. An additional \$120,111 is owing for 2019 and for 2020 the subsidy overpayment is \$119,244. These overpayments will be paid in January

and February 2022. The total subsidy repayment required since the appointment of the Interim Receiver is \$398,777.

Further, the 2020 financial statements show that at August 31, 2020, trade payables and accrued liabilities (excluding the subsidy overpayments) were \$480,149.97. In addition to these amounts and the mortgage, the Co-Op has ongoing costs of operations.

Contrary to the inference in the Abdul-Haqq Affidavit, the Co-Op does not have surplus operating funds available to fund the Opposing Members' action.

- e) Paragraph 52: The audited financial statements were presented to the Members on November 18, 2021 at the AGM. The attendance records show that Ms. Abdul-Haqq was present at the AGM.
- f) Paragraph 55: The Interim Receiver is unaware of any shootings at the Co-Op since its appointment. In April, 2021 an individual who suffered from a gunshot wound travelled onto the Co-Op Properties following his injury where he was picked up by ambulance and taken to the hospital. This victim subsequently succumbed to his injuries. The Interim Receiver was advised by the Toronto Police that this shooting took place elsewhere and the victim arrived at the Co-Op while fleeing the shooter. Management cooperated with the Toronto Police Homicide Unit on this matter, providing video and other required information. The Interim Receiver communicates with the Community Response Unit at Division 12 and has requested additional patrols and open ongoing communication for the safety of the residents.
- g) Paragraph 55: The security company has extended its hours on site, including patrolling the building several times on weekend evenings. The security company has been employed by the Co-Op for over a year.
- h) Paragraphs 17, 20 and 48: There are approximately 500 Co-Op members, with over 656 adult residents and 220 children living in the Properties.
- 48. The Interim Receiver continues to manage the Co-Op with the safety and security of all tenants as its priority.

All of which is respectfully submitted this 10th day of December 2021.

BDO CANADA LIMITED,

in its capacity as the Court-appointed Interim Receiver of Upwood Park/Salvador Del Mundo Cooperative Homes Inc., and not in its personal or corporate capacity

Per:

Koroneos,

Anna

Digitally signed by Koroneos, Anna
DN: cn=Koroneos, Anna
email=akroneos@bdo.ca
Reason' I am the author of this
document
Location, Toronto, Ontario
Jalie 2021 12 10 17 01111 0.0500'

Name: Title:

APPENDIX "A"

ONTARIO SUPERIOR COURT OF JUSTICE – COMMERCIAL LIST

BETWEEN:

CITY OF TORONTO

Applicant

and

UPWOOD PARK/SALVADOR DEL MUNDO CO-OPERATIVE HOMES INC.

Respondent

AFFIDAVIT of MARIO MENDES (Sworn March 8, 2021)

I, MARIO MENDES, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

- 1. I am a Housing Consultant in the City of Toronto's Housing Stability Services Section within the City's Shelter, Support and Housing Administration Division. Prior to January 23, 2017 this Section was referred to as the Social Housing Unit. After that time it was re-aligned and became the Housing Stability Services Unit. For the purposes of this affidavit the Section will be referred to as the Housing Stability Services throughout.
- 2. Housing Stability Services is responsible for administering and funding housing provider organizations. Responsibility for social housing was transferred from the

Province of Ontario to the City on May 1, 2002. Housing Stability Services provides advice and support to housing providers in order to support the independent operation of their housing projects by their Boards of Directors and their staff.

- 3. Housing Stability Services also monitors housing provider operations to ensure they meet their obligations under the governing legislation. If issues with respect to the management of a given social housing project arise, Housing Stability Services works to ensure that these issues are resolved.
- 4. The social housing projects that the City is responsible for are monitored by Housing Consultants, like myself, who are in the City's employ, and who form part of Housing Stability Service's staff.
- 5. Since the City assumed responsibility for the administration and funding of the social housing programs within its boundaries, I have been actively involved in the administration of these programs, including the monitoring of the social housing program at 298 and 300 Queens Drive (the "Housing Project") that is operated by Upwood Park/Salvador Del Mundo Co-operative Homes Inc. ("Upwood" or the "Co-op"), which is a co-operative non-profit corporation. As such, I have knowledge of the matters to which I hereinafter depose.
- 6. This affidavit is sworn in support of the City of Toronto's Application to extend the appointment by the City of the receiver and manager BDO Canada Limited ("BDO") pursuant to subsection 95(3) of the *Housing Services Act, 2011*, S.O. 2011, c.6, Sch 1, as amended (the "HSA").

CONTEXT

The *Housing Services Act, 2011*, and the Municipality's Duty to Administer and Fund Social Housing Programs

- 7. Social housing programs are government-funded initiatives designed to provide affordable rental accommodation to low income households.
- 8. Municipal non-profit corporations, private non-profit corporations, and cooperative non-profit corporations that own residential properties throughout the province act as "housing providers". These housing providers make their rental units available to individuals and families who are part of low-income households. They are responsible for managing these housing projects.
- 9. Social housing in the City of Toronto was initially developed and administered by the federal and provincial governments.
- 10. The Housing Project operated by Upwood was developed under a provincial government program and was originally funded and administered by the provincial government.
- 11. In the late 1990s, as part of Ontario's initiative to realign local services, the province began to download its social housing responsibilities, both administrative and financial, to the local municipalities. This process culminated with the passage of the *Social Housing Reform Act*, 2000, S.O. 2000, c. 43 (the "SHRA"), which received royal assent on December 12, 2000. The responsibility to fund and transfer the Housing Project was transferred to the City in 2002.

- 12. The SHRA created a framework for the administration and funding of social housing projects, and created a comprehensive mechanism to help municipalities manage their new social housing responsibilities. The SHRA was repealed by the *Strong Communities through Affordable Housing Act, 2011*, S.O. 2011, c. 6 and replaced within the same act by the *Housing Services Act, 2011*, S.O. 2011, c. 6, Schedule 1 (the "HSA"), which came in to force on January 1, 2012. The purpose of the HSA was to:
 - (i) provide for community based planning and delivery of housing and homelessness services with general provincial oversight and policy direction; and
 - (ii) provide flexibility for service managers and housing providers while retaining requirements with respect to housing programs that predate the HSA (i.e. the SHRA and the Provincial and Federal Programs referenced above) and housing projects that are subject to those programs.
- 13. The framework created by the SHRA was carried through in the HSA, which is the operative legislation currently in effect.
- 14. Housing providers that were originally developed, administered and funded by the provincial government received two forms of subsidy. They received an operating subsidy and a rent subsidy.
- 15. The operating subsidy is paid to subsidize the building operating costs in excess of the building market rent potential.
- 16. The rent subsidy is paid to cover the difference between the amount that qualified tenants can pay, based upon their income, and the actual market rent for the unit they live in.

The Powers that the HSA Grants to Municipalities to Ensure that the Interests of Households that Depend on Social Housing Programs are Protected

- 17. The HSA provides a comprehensive administrative mechanism to help municipalities manage their social housing responsibilities.
- 18. Municipalities that are designated as "service managers" under the HSA and its regulations are able to supervise these housing providers. A housing provider is a person who operates a housing project. Under the HSA, the City is a service manager ("Service Manager") and Upwood is a housing provider ("Housing Provider") for the Housing Project.
- 19. The HSA includes specific enforcement provisions that grant municipal service managers powers that they can exercise to ensure that these housing projects are properly managed and that the tenants and members in these housing projects have access to the protections and services that they need.
- 20. In the event that a social housing provider fails to operate a housing project properly, having regard to the normal practices of similar housing providers, a service manager can take certain steps under the HSA to remedy the situation.
- 21. Subsection 85(6) of the HSA provides that the service manager may appoint a receiver or receiver and manager for the housing project. The receiver or receiver manager will manage the non-profit housing corporation and act as a surrogate housing provider.

- 22. Subsection 85(7) of the HSA provides that the service manager may seek the appointment of a receiver or receiver and manager for the housing project by the Superior Court of Justice.
- 23. In both instances, the receiver or receiver and manager are appointed in order to ensure that the housing project is operated and managed properly.

THE UPWOOD PARK/SALVADOR DEL MUNDO CO-OPERATIVE HOMES INC. HOUSING PROVIDER

- 24. Upwood Co-op/Salvador Del Mundo Co-operative Homes Inc. ("Upwood") owns two neighbouring ten-story buildings residential buildings, with a total of 318 units, located at 298 and 300 Queens Drive in the former municipality of North York in the City of Toronto.
- 25. The Co-Op's 318 units include one, two and three bedroom units. The buildings are located in Toronto's Rustic neighborhood, east of Jane Street just south of Highway 401. The Co-Op's targeting plan requires that it maintain a minimum of 175 rent-geared-to-income units and a minimum of 74 units paying market rent.
- 26. The two properties are provincially reformed housing projects that are funded and administered in accordance with the HSA.

The Critical Governance Issues That Arose on July 11, 2020, Resulting in Risks to the Health and Safety of Upwood's Members

27. A group of Upwood's members convened a meeting on Saturday July 11, 2020.

- 28. Those members present at this July 11th meeting took the following unauthorized and illegal action:
 - (i) They decided to remove four members of the existing Board (the "Former Board");
 - (ii) They purported to hold elections to fill these same four seats to form a new Board (the "Installed Board"); and
 - (iii) They decided to remove the existing property management company and to take immediate action to effect this removal.
- 29. The Service Manager determined that the July 11th meeting was unauthorized and illegal because the meeting was improperly requisitioned and was convened contrary to the provisions of Upwood's organizational by-law, the *Co-operative Corporations Act*, R.S.O. 1990, c. 35, the *Emergency Management and Civil Protection Act*, R.S.O, 1990, c. E.9, and the regulations enacted thereunder.
- 30. I provide an account of the events leading up to, and following, the July 11, 2020, meeting and the above-described contraventions below for the benefit of the Court:
 - (i) On June 3, 2020, a member of Upwood sent members of the Former Board a requisition to convene a meeting so that members of the Co-op could decide whether to terminate Upwood's existing contract with Auxillium Properties ("Auxillium") for the provision of property management services.
 - (ii) On June 30, 2020, that same member of the Co-op prepared and distributed what she described as "notice" of a "General Members Meeting" (the "Purported Notice"). The Purported Notice suggested that a "General Members

Meeting" was scheduled to take place on Saturday July 11, 2020, in order to secure the approval of the Co-op's membership to:

- (a) Terminate Auxillium's contract;
- (b) Remove four members of the Former Board; and
- (c) Hold elections to fill any and all of any vacated Board positions.
- (iii) The Service Manager, in conjunction with the Co-operative Housing Federation of Toronto ("CHFT") a non-profit organization that provides assistance and advice to co-operative housing providers in Toronto and the surrounding region identified a number of reasons why the scheduled July 11th meeting could not proceed as a "General Meeting" of the membership:
 - (a) A requisition to convene a general meeting must be delivered to the Co-op's office. The Board then has 30 days within which they are to call and hold a members meeting. If and only if the Board refuses to call the meeting, the member who submitted the requisition can call the meeting themselves. The requisition that was sent to the Board on June 3rd was not properly delivered and the meeting was called in contravention of the prescribed protocol.
 - (b) The requisition in question identified only one issue for the membership's consideration the removal of Auxillium. Upwood's membership does not have the authority to terminate Auxillium's contract. The members of the Co-op did not have authority or jurisdiction to consider the issue that the June 3rd requisition called for.
 - (c) The requisition made no reference to the critical steps that the notice indicated the members would be considering concerning the governance structure at Upwood the removal and replacement of members of the Former Board.
 - (d) Lastly, the Former Board was advised that the purported notice that was circulated suggested that the July 11th meeting would be an in person meeting. At the time, as at present, the City of Toronto was subject to restrictions imposed by provincial order prohibiting in-person gatherings of more than 10 people in light of the COVID-19 pandemic that has gripped the City and the world this past year. In order to establish

quorum, at least 50 people must be present at a "General Meeting". Even if the proposed in-person meeting was not improperly called, it would be unsafe.

- 31. These reasons were shared with the members of the Former Board at a meeting of that Former Board that was convened on July 9th in advance of July 11th.
- 32. In addition, in advance of July 11th, a majority of the Former Board members directed that all the Co-op members be advised that the purported notice was reviewed, that the purported notice did not comply with the governing legislation, and that the proposed July 11th meeting was not valid and was therefore cancelled.

The City Learns That the Improper July 11th was Convened

- 33. On July 11, 2020, the City received the following information:
 - (a) An unknown number of the Co-op members did convene in person and held a meeting despite the previous advice sent, pursuant to the direction referenced in paragraph 32, above, that the meeting was improperly convened and had been cancelled.
 - (b) The City's 311 service line was notified that the meeting had taken place in contravention of the COVID-19 in person restrictions prevailing at the time;
 - (c) Following the meeting, the Installed Board had gained access to the property manager's office and arranged to have the locks changed, preventing Auxillium from continuing to serve as property manager.

The Untenable Situation at Upwood Following the Events of July 11th and 12th

(i) - The Critical Governing Issues

34. The steps taken at the improperly convened meeting resulted in a significant amount of unrest among Upwood's membership.

- 35. Members sent numerous emails to both the Service Manager and CHFT expressing concerns about the improperly convened meeting, the governance issues that resulted, the lack of property management, and the risk that members' personal information could be improperly accessed.
- 36. The Service Manager's concerns about the situation at Upwood were exacerbated by underlying financial control issues the Co-op had been struggling with. Based on information available to the Service Manager:
 - (a) Auxillium's records indicated that, as of June 30, 2020, Upwood had arrears for housing charges in the amount of \$84,348;
 - (b) The Co-op's audited financial statements for the most recent fiscal year, which ended on August 31, 2019, showed an operating loss in the amount of \$99,313; and
 - (c) Those same audited financial statements indicated a depletion of Upwood's Capital Reserve Fund as a result of \$417,658 in expenditures in 2018 and an additional \$573,339, in expenditures in 2019.

The City's Decision to Appoint BDO as the Receiver Manager for the Housing Provider

- 37. The governance structure at Upwood was uncertain in light of the steps taken to improperly remove and replace members of the Former Board at the unauthorized and illegal July 11th meeting.
- 38. The steps taken by the Installed Board immediately thereafter meant that there was no one managing the Housing Project properties. Among other things, this posed a risk to the health and safety of the housing provider, owing to the key role that a property

manager played in mitigating the risks to members during the COVID-19 pandemic and owing to the risk that the member's personal information could be improperly accessed.

- 39. There were underlying financial issues that had been percolating at the Co-op that showed Upwood had failed to establish financial management controls.
- 40. In light of the above, the City determined that Upwood had failed to operate the Housing Project properly.
- 41. The most appropriate course of action for the Service Manager to take in order to protect the interests of the membership in all the circumstances was to appoint a receiver to serve as Receiver and Manager of the housing project on an interim basis pursuant to subsection 85(6) of the HSA.
- 42. The City appointed BDO as the interim Receiver and Manager of Upwood on July 16, 2020, to preserve and protect the property, assets, business and undertakings of Upwood and to control their receipts and disbursements so that steps could be taken to begin rehabilitating the Housing Project.

Upwood Remains Incapable of Properly Operating the Housing Project

43. Since the appointment of BDO as the interim Receiver and Manager of the housing project, they have, in conjunction with the Service Manager and CHFT, been exploring and considering possible alternative governance structures that might be implemented at Upwood given that no functional Board is in place. As a result, Upwood

remains incapable of managing the Housing Project in an appropriate manner. This exploratory work is ongoing.

The Steps that the City and BDO Have Taken to Determine How to Best Preserve Upwood

- 44. BDO has also taken the following steps in an effort to preserve and protect the assets of Co-op. These steps include:
 - (a) Engaging a new property management company Homestarts Incorporated ("Homestarts") to serve the membership, maintain the two buildings, and assist with the day-to-day administration of the Co-op;
 - (b) They began a comprehensive review of Upwood's finances;
 - (c) They began a comprehensive review of the households in the Housing Project to ensure that they met the governing rent-geared-to-income eligibility criteria; and
 - (d) They have begun implementing financial controls in order to rehabilitate Upwood's financial position.
- 45. To date, the investigation undertaken by BDO has revealed the extent to which Upwood has failed to operate the housing project properly:
 - Upwood has suffered significant operating losses based on a review of the Co-op's audited financial statements over the past two years. In 2019 the Co-op experienced operating losses of \$99,313, and in 2020 it suffered operating losses of \$121,145.
 - Upwood's Capital Reserve Fund was depleted by expensing \$417,658 in 2018, and \$516,339 in 2019. The review undertaken by BDO shows that 60% of these funds had been used to address cosmetic unit upgrades rather than the requisite building repairs that these funds are to be allocated to. Building Condition Assessments that were prepared in September 17, 2015, and May 29, 2020, called for the prioritization of repairs to the exterior walls, elevators, and roofing systems.
 - As of July 31, 2020, member rental arrears were significant. 115 households were delinquent and totaled \$102,136.

- Vacancies had not been filled in a timely manner.
- There were a number of unpaid supplier invoices, dating back to 2019. BDO was required to pay over \$10,000 in unpaid invoices from 2019, and over \$50,000 in invoices that had accrued in 2020 prior to its appointment.
- There were ongoing mechanical issues with the recently upgraded boilers that were the result of improper maintenance.
- There were over 100 vehicles that the Receiver and Manager found in the underground parking garage whose owners could not be identified.
- The rent-geared-to-income files were incomplete. Requisite income and asset verification documentation was missing for a number of member household units. This information is critical to ensuring that the proper rent-geared-toincome assistance and building subsidies are provided.
- 46. BDO has delivered a report to the City of Toronto describing the steps they have taken as the interim Receiver and Manager of the Housing Project to address the issues at Upwood and their ongoing efforts to rehabilitate the Co-op. A copy of the BDO's report is attached as Exhibit "A" to my Affidavit.

In Order to Protect Upwood and the Interests of its Members, the Term of BDO's Appointment as Receiver and Manager of the Housing Project Should Be Extended

- 47. The term of BDO's appointment as interim Receiver and Manager of the Upwood housing project is scheduled to end unless the Service Manager brings an application before the Superior Court of Justice to extend the term of its appointment on or before March 15, 2021.
- 48. Since BDO's appointment, there remain outstanding issues with the governance structure of the Co-op that need to be resolved. The financial position of the Co-op requires rehabilitation. In light of these considerations and in light of the additional

pressures that all multi-unit residential properties are under given the ongoing health concerns raised by the COVID-19 pandemic, the City believes that Upwood is not in a position to resume normal operations without the benefit of a Receiver and Manager to oversee the housing project. Doing so would risk compromising the health and safety of its members and exacerbating the financial issues that threaten the ongoing viability of the Co-op.

- 49. In January 2021, the Service Manager prepared and provided a notice which it distributed to the members of Upwood sharing the City's views that an extension of the term of BDO's appointment as Receiver and Manager was warranted in all the circumstances and sharing the reasons why the Service Manager formulated this view. It invited members of the Co-op to provide written submissions in respect of this proposed action. A copy of this notice, dated January 14, 2021, is attached as Exhibit "B" to my Affidavit. To date, the submissions that the City has received all favour the extension of BDO's term and value the steps taken by BDO to rehabilitate the Housing Project.
- 50. An extension of the term of BDO's receivership will allow the Receiver and Manager and the Service Manager necessary additional time to take appropriate steps to ensure that the housing project is maintained and operated in accordance with and in keeping with the HSA, over the long term.
- In particular, an extension of the term of BDO's receivership would afford the BDO additional time to continue its review and analysis of the Co-op's financial records and documents, to continue its review of the eligibility criteria of certain household's for

rent-geared-to-income assistance, and to explore and consider possible alternative corporate governance structures to ensure the continued health of the Upwood.

SWORN before me	
at the City of Toronto,	
in the Province of Ontario, on	
this 8 th day of March, 2021.	
And	my. myander
Mark Siboni A Commissioner for taking Affidavits) Mario Mendes

APPENDIX "B"

IN THE MATTER OF THE INTERIM RECEIVERSHIP OF **UPWOOD PARK/SALVADOR DEL MUNDO COOPERATIVE** HOMES INC. **INTERIM RECEIVER'S FIRST REPORT DATED MARCH 8, 2021**

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BACKGROUND AND PURPOSE

- BDO Canada Limited ("BDO") was appointed as interim receiver (the "Interim Receiver") of Upwood Park/Salvador Del Mundo Cooperative Homes Inc. (the "Co-Op" or "Upwoods") on July 16, 2020 by the City of Toronto (the "Service Manager" or "City") pursuant to section 85(6) of the Housing Services Act, 2011.
- 2. The Co-Op was incorporated under the Co-operative Corporations Act on August 2, 1991, as a corporation without share capital to provide subsidized housing in the City of Toronto. The Co-Op became fully operational on September 1, 1993. The Co-Op entered into a lease agreement with Colandco Co-operative Homes Inc. for a forty-nine year term, which began in June 1992. The building and fixtures are owned by the Co-Op until the lease expires in 2041.
- 3. The Co-Op is governed by a voluntary Board of Directors (the "**Board**") all of which are members of the Co-Op and reside at the Co-Op. The Board is comprised solely of residents of the Co-Op and has no outside member. The Board members are elected by the Co-Op's membership in accordance with its internal by-laws, which are subject to the Co-operative Corporations Act.
- 4. The Co-Op receives monthly funding from the City in the form of a subsidy, which consist of an operating subsidy and a rent subsidy. The operating subsidy funds the building operating costs in excess of the building market rent potential. The rent subsidy covers the difference between the amount that qualifying members can pay, based upon their income, and the actual market (or benchmark) rent for the unit they live in. The Co-Op's financial viability is dependent upon funding from the City.
- 5. The Co-Op is comprised of 318 units in two ten-story buildings which include one, two and three bedroom units. The buildings are located in Toronto's Rustic neighborhood, east of Jane Street just south of Highway 401 at 298 ("298") and 300 ("300") Queens Drive (together the "Properties"). In total, there are 318 units (54 one-bedroom units, 194 two-bedroom units and 70 three-bedroom units. The Co-Op's targeting plan requires that it maintain a minimum of 175 rent-geared-to-income ("RGI") units and a minimum of 74 units paying market rent ("Market"). At February 1, 2021, the Co-op is had 168 RGI units and projecting to reach the minimum number of RGI units by March 31, 2021.
- 6. The Properties are physically adjoined via underground parking. Each of 298 and 300 have their own entrances and laundry facilities. 298 houses the Co-Op's gym and library. 300 has a shared community room. All these common use areas have been closed due to the mandated Covid-19 restrictions.

7. The City has requested that BDO prepare this report summarizing its findings to date to support the City's application for a court-appointed Receiver.

SUMMARY - APPOINTING THE INTERIM RECEIVER

- 8. The City of Toronto, as the social housing Service Manager, appointed BDO as interim receiver and manager over the Co-Op on July 16, 2020 pursuant to its authority under the Housing Services Act. The appointment was made after the City learned of events, detailed below, that resulted in risks to the health and safety of the Co-op members.
- 9. City staff learned that a members' meeting was held to remove and replace both the Board of Directors and the contracted property management company. The Interim Receiver is advised by the City that this meeting was improperly requisitioned and convened under the Co-operative Corporations Act and Upwoods' by-laws and was held contrary to the requirements of the Emergency Management and Civil Protection Act. As a result of these actions, there was no commonly accepted governance structure, there was no property management on-site and members' personal information contained in the former property manager's electronic files were vulnerable to unauthorized access contrary to the privacy requirements of the governing legislation.

IMMEDIATE ACTION TAKEN BY THE INTERIM RECEIVER TO PROTECT ASSETS

- 10. Since its appointment, the Interim Receiver has taken the following immediate actions to the protect the Co-Op's assets:
 - a. Changed the locks to the management offices and all maintenance areas, as the Interim Receiver understood that various members had been provided or had access to keys to areas that had sensitive documentation.
 - b. Seized the funds in the Co-Op's bank account and opened trust accounts, which are used for the Co-Op's banking transactions.
 - c. Communicated with the mortgage company, Peoples Trust, and authorized that the mortgage payments to be paid from the Interim Receiver's trust account.
 - d. Notified Worldsource Financial Management Inc. of its appointment and advised that only the Interim Receiver has the ability to access the investment funds that are held by it. As of August 31, 2020, the investments had a market value of \$560,484. The investment funds represent a restricted reserve for future capital investments, which are to be approved by the City.

- e. Transferred all of the Co-Op's utility account to the name of the Interim Receiver.
- f. Added the Interim Receiver as additional insured to the Co-Op's insurance policy and has made the monthly payments through its trust account.
- g. Review, approve and make all payments related to the Co-Op's operations.
- h. Retained Homestarts Incorporated ("Homestarts"), as the Co-Op's property manager to attend to the day-to-day activities and needs of the Co-Op. Homestarts is experienced in managing cooperative housing complexes.
- i. Replaced the incumbent security company and increased the number of security guards on site between 3 a.m. and 7 .a.m.
- j. Upon Court appointment, if received, the Receiver will fill the requisite Receiver's Notice and Statement with the Office of the Superintendent of Bankruptcy and the Co-Op's creditors pursuant to Sections 245 and 246 of the Bankruptcy and Insolvency Act.

FINANCIAL, OPERATIONAL & MAINTENANCE FINDINGS

11. The following represents the more significant financial, operational and maintenance findings since the Receiver's appointment.

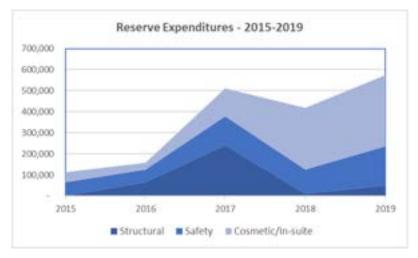
FINANCIAL

- a. The audited financial statements show significant operating losses have been incurred during the past two fiscal years, 2020 - \$121,145 and 2019 - \$99,313, indicating the Board and management's lack of oversight of the Co-op's spending compared to its budget. The Interim Receiver monitors the monthly financial performance and financial situation of the Co-op through a review of the monthly financial statements, bi-monthly arrears reports and keeping its own cash flow. In addition to closely monitoring the Co-Op's expenditures and cash flows, the Interim Receiver meets with Homestarts on a regular basis as it attempts to stabilize the Co-Op.
- b. The capital reserve fund is depleted as a result of spending \$417,658 in 2018 and \$573,339 in 2019 with 60% of these expenditures used for cosmetic unit upgrades. These funds could have been spent to address significant structural deficiencies with the Properties, which are

detailed in the Building Condition Assessment Reports dated September 17, 2015 and May 29, 2020 (the "BCA"). The BCA's identify the need for building structure repairs, exterior wall repairs, roofing systems replacement and elevators deficiencies requiring attention.

- c. The Co-Op has significant member arrears. At December 31, 2019, rent arrears were approximately \$119,000 and were comprised of arrears from 148 households; 44 households owed greater than \$1,000 and a significant number were RGI recipients. This demonstrates the Board and management's failure to collect and take action on arrears in a timely manner. Housing charges (rent) are the Co-Op's lifeblood, and are necessary to pay bills and keep the Co-op in financial good standing. By August 31, 2020, shortly after the Interim Receiver took control of the Co-Op and commenced corrective actions, the arrears decreased to \$91,000 owed by 91 households.
- d. As of February 25, 2021, the total arrears were \$73,540. 80% of the total (\$59,207) relate to 31 households of which 16 are RGI. Over 50% of the total outstanding members in arrears are currently in payment plans to pay their arrears.
- e. The Receiver has taken the following actions to collect housing charges (rents) in a timely manner and deal with tenant arrears:
 - i. By initiating TenantPay, effective September 2020, the Interim Receiver has been able to collect rents on a timely basis via electronic money transfers. The majority of the tenants have switched to TenantPay, however the Co-Op still accepts cheque, debit and e-transfers. The plan is to limit payments to cheques (ideal for seniors) and TenantPay;
 - ii. Issues Notices to Appear monthly and holds virtual meetings with tenants to resolve their arrears issues, negotiate, and approve payment plans. Since August 2020, four Notice to Appear meetings have been held.
 - iii. Recently announced a \$25 late rent payment penalty, which has previously not been applied to accounts, but is permitted in the Co-Op's by-laws.
- f. The Interim Receiver found that there were no active payment plans with households in significant arrears. The Interim Receiver has participated in virtual meetings with households in significant arrears and has entered into payment plans. There are currently over fifteen active payment agreements in place for households in arrears.

- g. Despite the Receiver's best efforts to keep tenants housed, three household accounts have been sent to the Landlord and Tenant Board for eviction due to continued non-compliance of their payment agreements and excessive arrears.
 - h. The Interim Receiver found over \$95,000 of bad debts pertaining to members who had moved out prior to the Interim Receiver's appointment. The Co-Op had not initiated any activity to attempt to collect the amounts or reduce the risk of loss. The Interim Receiver has engaged a collection agency to collect these amounts, which may include registering the arrears with credit agencies.
 - i. The Interim Receiver obtained copies of the audited financial statements prepared by the Co-Op's external auditor, Prentice Yale & Clark for the years ended 2015 through 2019. A summary of reserve expenditures categorized by safety, structural and cosmetic are shown below:



- j. It appears that the recent poor financial condition of the Co-Op is the result of an accumulation of rent arrears and overspending on cosmetic upgrades. The 2019 financial statements show that over \$573,000 of reserve funds were used with approximately 60% used for in suite upgrades. Draft internal financial statements for year-end 2020 (August 31) show that in suite repairs were 70% greater than budgeted. The Co-Op spending requires detailed monitoring so that available funds are not spent on priority items such as addressing the structural issues identified in the BCA.
- k. Until recently, the Interim Receiver continued to find unpaid supplier invoices, which were delinquent prior to its appointment. Payments were made for over \$10,000 of invoices dated 2019 and over \$50,000 of invoices were paid that were due prior to the Interim Receiver's appointment. The Co-Op is now current with its accounts payable.

- I. This illustrates the lack of oversight by the management and the board to ensure that bills authorized and paid on time.
- m. Although the Co-Op had a bookkeeper who prepared an annual budget, the Board did not adhere to it when managing the Co-Op's cash flow. Upon appointment the Interim Receiver created a new cash flow (the "Interim Receiver's Cash Flow") to ensure the cash position was carefully monitored given the significant arrears at the time and the required repayment to the City of \$159,422 for year ended August 31, 2018 subsidy over payment. The Interim Receiver's Cash Flow shows that the cash generated from operations may be sufficient to pay the Co-Op's expenses but only if rents are paid on time and the Co-Op prioritizes its spending.
- n. The external auditors, Prentice Yates and Clark, issued qualified financial statements for the year ended August 31, 2020 due to lack of appropriate documentation and other deficiencies related to the RGI files together with certain missing information, including support for over \$12,000 of expenses reported as Co-Op events, but not supported by any specific receipts.

OPERATIONAL

- o. Upon its appointment, the Interim Receiver found that vacancies were not being filled in a timely manner; there were five (5) vacancies in the Properties. This was despite over 100 applications physically found in the management office, as well as the prospective tenants on the City's Access to Housing's centralized waiting list to fill those vacancies immediately. One unit had been vacant for almost a year and another since January 2020. The Interim Receiver has been filling the units with requisite RGI tenants or approved internal transfers as soon as they are available. As of March 1, 2021, there are no vacancies.
- p. The Interim Receiver reviewed a sample of member files and found the information maintained in the member files to be deficient and in many cases did not include income and asset documentation to properly support the member's RGI eligibility and subsidy calculations. Annual reviews will begin shortly with a view to completing by May 2021.
- q. On the day of its appointment, the Toronto Police requested that the Receiver provide fob activity for one of the households. When the Receiver attempted to recover this information from the fob system, it found that either the information had been deleted or that party was using an unregistered fob. No door activity could be found for this member since November 2019 and the second fob holder for the same unit showed no activity since March 2020. It is apparent that the fob system was not properly maintained and that as tenants moved out their fobs had not been disabled or returned which poses as a risk to the building and tenant security. The Receiver initiated a fob audit, issuing new fobs to the tenants on November 26,

2020 and disabling the old fobs by December 8, 2020. The number of new fobs issued to members are restricted the size of the unit.

- r. The Interim Receiver found that the Co-Op did not maintain a current tenant contact list with basic information such as email address or the names of all individuals residing in each unit. This information would allow for better communication with the households and for issuing notices and newsletters. The Interim Receiver, with the assistance of Homestarts, has requested all households complete a membership survey, which allows the Interim Receiver to obtain basic contact information regarding the individuals residing in the Properties. At the date of this report, the majority of the members have returned their surveys.
- s. The Interim Receiver found that a number of security cameras throughout the Co-Op had been disconnected while others were damaged and not working which compromised the safety and security of the Properties. These cameras have since been replaced or reconnected.
- t. The Co-Op had not conducted a parking audit for several years and the Co-Op's parking log was outdated and inaccurate. When issuing parking passes the Interim Receiver found that parking spots marked in the Co-Op's records as vacant were often already assigned to other tenants. In addition, the Co-Op records do not reflect accurate locations with corresponding authorized vehicle. Shortly after the Interim Receiver's appointment, the incumbent security company, Blackhawk Security ("Blackhawk"), advised that over 100 vehicles in the Co-Op's underground parking lot are either abandoned or stolen. The Interim Receiver has initiated a parking audit, which should be complete by April 2021. The first phase of the audit entails updating the vehicle log to reflect the information included in the membership survey and address any discrepancies. The second phase will involve identifying vehicles not registered to members and removing them from the premises. The Receiver plans to contact any last known owners and provide 30 days to remove their vehicle or they will be towed. The Toronto Police will be contacted for any stolen vehicles.
- u. The Interim Receiver was advised by various members that Blackhawk had not remained impartial in a tenant dispute and that one of Blackhawk's employees resided in the Co-Op potentially resulting in biased decisions/actions. Given the conflict of interest and the concerns from the members, the Receiver requested proposals from three security companies and replaced Blackhawk with First Choice Security to ensure the Properties would be safe and that the security company remained impartial and neutral with no relationships to the members. The new service provider began security detail on September 1, 2020.

v. The Co-Op historically had security guards onsite from 2:00 p.m. through 7:00 a.m. each day with two guards during the evening and early morning hours (7:00 p.m. through 3:00 a.m.). Due to a number of reported vehicle break-ins, the Interim Receiver, in September 2020, added a second guard from 3:00 a.m. through 7:00 a.m. to ensure that one of the two guards could patrol during these hours while the other guarded the entrance to the Co-Op.

MAINTENANCE

- w. The Receiver found that the Board and management failed to properly maintain the elevators and plan for their replacement in accordance with the BCA. As a result, the elevators are frequently out of service due to mechanical breakdown and in need of repair or replacement. The BCA report dated May 29, 2020 states that the elevators are original to the building construction in 1993 and have reached their life expectancy. Rust proofing is require immediately to prevent corrosion and the elevators require a major modernization, which will come at a significant cost. The Receiver intends to apply for any available government funding programs to pay for the necessary safety upgrades. A copy of the May 29, 2020 BCA is attached hereto as Appendix "A".
- x. The BCA also calls for structural investigation and repairs to the roof and pipes. Both these issues require urgent attention and funding. The Receiver understands the Board of Directors or former property managers had not addressed or prioritized these issues.
- y. The driveways and surrounding walkways are cracked and collect large pools of water after rain or when the snow melts. Some of the walkways are unsafe as they are uneven, cannot be properly ploughed after a snowfall, allow for health and safety implications to the members and represents a liability to the Co-Op. The Interim Receiver is obtaining quotes to understand the cost of repaving of the driveway and walkways or at a minimum the areas with the most urgent need and intends to repair these in 2021.
- z. The Interim Receiver found that management did not follow best practices for pest control through an integrated pest management approach as evident by the number of households living in 300 that advised the Interim Receiver regarding the infestation of cockroaches and rodents in their units. Prior to the appointment of the Interim Receiver, the management of the Co-Op was dealing with these issues on an as reported only basis. The Interim Receiver had the entire building fumigated by an exterminator for both rodents and cockroaches and continues with monthly treatments in common areas.
- aa. Since the Interim Receiver's appointment mold remediation has been completed in four units to ensure the health and safety of those tenants. Communications from tenants regarding suspected mold is immediately inspected and addressed by remediation professionals.

- bb. The Interim Receiver found that air conditioning ("AC") units were not properly installed and were hanging from the windows without proper support and brackets as required by the Co-Op by-laws. This presents as a significant safety issue and liability to the Co-op. Households have now been notified that AC units older than 10 years and AC units, which were not professionally installed, will be removed if installed next season and that proper installation will be monitored or provided by a professional. The Interim Receiver required all AC units removed from the unit windows by October 15, 2020. The Interim Receiver initiated a \$50 charge to tenants that did not have their air conditioners properly removed. Come spring 2021 the Interim Receiver will engage an electrician to assist in the proper installation of all AC units.
- cc. Deteriorating and severe cracking of the exterior bricks is evident on both 298 and 300 and addressed in the BCA. The Interim Receiver ensured that to certain urgent repairs where made in the fall.
- dd. The Interim Receiver has been addressing the ongoing leaks and water damage in both buildings. The Interim Receiver believes in-unit washing machines and dishwashers, which are prohibited by the Co-Op by-laws, are being used which has led to the weakness of the aged and fragile pipes. Unit inspections, which began in September and subsequently halted due to a case of Covid-19 in the building, will confirm whether the prohibited appliances are installed in the units. If found, these will be removed at the members costs and may result in fewer leaks, water damage and costly repairs. The unit audit will reconvene in 2021 once Covid restrictions in the City of Toronto have been lifted.
- ee. Ongoing back up issues, particularly on the third floor of 300, required catch basin and stack cleaning. This was completed in October 2020 and ensure that all blockage was removed from the members units in both buildings.
- ff. The Interim Receiver has found ongoing issues with the boilers including loss of hot water at both Properties. The boilers were installed in 2018 at a cost of \$1.4 million and were not properly maintained in the first year resulting in corrosion and other operational issues. The Interim Receiver communicated its concerns with the current boiler service provider. After ongoing assessment to identify the issue, the Receiver's has recently received a commitment to have the boilers replaced at no charge. It has also found that the pipes had not been installed properly. The pipes will immediately be removed and installed correctly.

BUILDING MAINTENANCE

- 12. The Interim Receiver requested Homestarts tour the Properties and report on any maintenance deficiencies identified (the "Building Maintenance Reports"). Attached as Appendix "B" are the Building Maintenance Reports dated August 5, 2020 for each of 298 and 300.
- 13. Key defective items listed in the Building Maintenance Reports for 298 and 300 including any actions taken to date by the Interim Receiver include:
 - a. Cracked asphalt in driveways causing pooling water quotes are being received to smooth out and allow for proper snow plowing and no pooling.
 - b. Deteriorating bricks to date a small wall outside of the underground parking has been reconstructed to ensure the safety of tenants.
 - c. Hot water boilers, although new, have insufficient hot water at times and one of the boilers requires parts, The Interim Receiver is currently reviewing quotes to attend to the recommended work required to maintain the boilers.
 - d. Carpet cleaning in hallways and common arrears this was completed in October 2020;
 - e. Three contractors quoted on the costs of roof anchors required for 298 and this work was completed in November 2020.
 - f. The parking lot will be power washed and urgent repairs will be addressed once the Receiver removes all the abandoned vehicles.
 - g. Air leaks in the dry sprinklers system have been repaired in both buildings in August 2020 and the compressor was replaced.
 - h. The Receiver found ongoing issues with the vent motor in the laundry room in 300, which required repair in order to proceed to clean the dryer exhaust. Furthermore, this laundry also required drain cleaning to assist with the chronic back-ups which, was completed in October 2020. The laundry room maintenance has been completed.
- 14. Most minor and moderate maintenance deficiencies identified in the Building Maintenance Reports, have been corrected and any urgent larger projects are being quoted and planned for 2021.
- 15. Further to the Building Maintenance Reports other identified issues are noted below and have been addressed and/or repaired.

OTHER MATTERS

16. On its appointment, the Interim Receiver contacted several property management companies to obtain property management proposals as the attempt to engage certain members did not support

Auxilium and the Interim Receiver in conjunction with the City determined it was not ideal for Auxilium's staff to return to the Co-Op. Of the proposals received, Homestarts was selected as the Interim Receiver's agent and property manager. The Interim Receiver has prior experience with Homestarts and was comfortable with their qualifications. The City supported the decision to engage Homestarts. The Interim Receiver notes that several of the property management companies declined to provide a quote as they indicated the Co-Op was a troubled property and would be difficult to manage.

- 17. On July 28, 2020 at a virtual general meeting was held to advise members of BDO's appointment, a number of members raised concerns that the former Board members had either access to or copies of the keys to member units. Consequently, the Interim Receiver arranged for the locks on these particular members' apartments to be changed.
- 18. The Interim Receiver changed the locks to the management offices and all maintenance areas as the Interim Receiver understood that various members had been provided or had access to keys to areas that had sensitive documentation.
- 19. As noted above, the Interim Receiver terminated the services of Auxilium Property Managers as certain Co-Ops members were enraged when they saw Auxilium staff on the premises at the time of the Interim Receiver's appointment. Due to concerns for their safety, their contract was terminated pursuant to the termination clause in their contract. Auxilium continued to assist the Interim Receiver through the transition period remotely.
- 20. The Interim Receiver has communicated with the Fire Marshall regarding the several infractions and corrected all for 2020. We understand that the building is now in compliance with fire code.
- 21. The Interim Receiver through Homestarts issued Membership surveys to each unit with timeline for return. The survey addresses membership, current unit tenants, parking status and details, longterm guests, and accessibility needs in order to address health and safety needs.
- 22. The Interim Receiver attended to repairing and adding additional lighting to the underground parking and garage to ensure the safety of the members and the property.
- 23. The Interim Receiver has engaged an elevator consultant, F. Shaw Management and Consulting, to oversee elevator maintenance, attend to an elevator audit and assist in the purchasing and installation of new elevators when financially possible.

RECEIPTS AND DISBURSEMENTS

24. Appended hereto as **Appendix C**, is the Receiver's Statement of Receipts and Disbursements for

the period July 16, 2020 to February 24, 2021 (the "R&D Statement"). The R&D statement reports

net receipts over disbursements of \$392,238 for the period. The R&D Statement excludes the Co-

Op's capital reserve fund.

FUTURE ACTIONS

25. In addition to the foregoing, the Interim Receiver expects to investigate and complete the following

items in the near future:

a. Obtain quotes to level the driveways and eliminate the pooling of water. This extensive work

will be schedule for the spring, if funds are available.

b. Diligently attempt to collect the arrears which includes establishing and following stringent

collection policies that adhere to the by-laws.

c. Apply for any government grants, as initiated, to assist with capital improvements including

the roof and elevator modernization.

BDO CANADA LIMITED, in its capacity as the Interim Receiver of

Upwood Park/Salvador Del Mundo Cooperative Homes Inc.

and not in its personal or corporate capacity.

Per:

Anna Koroneos, CIRP, LIT

Vice-President

13

APPENDIX "C"

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

THE HONOURABLE MR.)	FRIDAY, THE 12th
)	
JUSTICE THOMAS JOHN McEWEN)	DAY OF MARCH, 2021

CITY OF TORONTO

Applicant

- and -

UPWOOD PARK/SALVADOR DEL MUNDO CO-OPERATIVE HOMES INC.

Respondent

INTERIM ORDER

(appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 95 (3) of the *Housing Services Act*, 2011, SO 2011, c. 6, Sch. 1, as amended (the "HSA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") extending the term of the appointment of BDO Canada Limited as interim receiver and manager (the "Receiver") without security, of all of the assets, undertakings and properties of Upwood Park/Salvador Del Mundo ("Upwood Park") acquired for, or used in relation to operating the housing project at 298 and 300 Queens Drive (the "Housing Project"), was scheduled to be heard this day via videoconference.

ON READING the affidavit of Mario Mendes sworn March 8, 2021 the Exhibits thereto and the Factum of the Applicant, and on hearing the joint submission of counsel for the Applicant City of Toronto, Ms. Saffia Abdul-Haqq (a member of the Respondent appearing in person), and Ms. Masbal Abokar (a member of the Respondent appearing in person), that the hearing of this

matter, scheduled to proceed on March 12, 2021, be adjourned and heard at a later date, and that, in the interim, the term of the BDO Canada Limited's appointment as Receiver and Manager of Upwood Park be extended pursuant to subsection 95(3) of the HSA,

SERVICE

1. THIS COURT ORDERS that the Notice of Application has been properly served so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 85 paragraph 7 of the HSA and section 101 of the CJA, BDO is hereby appointed as Receiver, without security, of all of the assets, undertakings and properties of Upwood Park acquired for, or used in relation to the operation of the Housing Project carried on by Upwood Park, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

- 3. THIS COURT ORDERS that the Respondent, its directors, employees, members and/or agents be and are hereby restrained from issuing cheques on, withdrawing any monies from, or in any way dealing with the property of the Respondent or in which the Respondent has an interest, including but not limited to personal property, bank accounts, trust accounts and real property.
- 4. THIS COURT ORDERS that the Respondent shall be deemed to ratify and confirm whatever the Receiver does in the course of the receivership, so long as it is done in accordance with the HSA, the HSA's regulations, and the terms of the Receiver's appointment, and the Receiver shall not be required to consult with, obtain the approval of, or have its actions ratified by the Respondent.
- 5. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable, providing that, in doing so, the Receiver continues to comply with the "Terms of Reference for Receiver" attached as Schedule 1 to the Receivership Services Agreement, and the HSA and its regulations:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Respondent, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Respondent;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Respondent or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Respondent and to exercise all remedies of the Respondent in collecting such monies, including, without limitation, to enforce any security held by the Respondent;
- (g) to settle, extend or compromise any indebtedness owing to the Respondent;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Respondent, for any purpose pursuant to this Order;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Respondent, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of the Respondent's business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$25,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,] shall not be required.

- (l) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (n) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Respondent;
- (o) to enter into agreements with any trustee in bankruptcy appointed in respect of the Respondent, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Respondent;
- (p) to exercise any member, partnership, joint venture or other rights which the Respondent may have;
- (q) to increase the rents, housing charges, and any other fees and charges the occupants of the Housing Project (as that term is defined in the HSA) are required to pay, as the Receiver deems appropriate under the circumstances, and in accordance with the provisions of the HSA, the HSA's regulations, and the *Residential Tenancies Act*, 2006, S.O. 2006, c. 17, as amended (the "RTA");
- (r) to terminate the occupancy of any resident of the Property, in accordance with the HSA, the HSA's regulations, and the RTA; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Respondent, and the Respondent's Board of Directors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

6. THIS COURT ORDERS that (i) the Respondent, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel, members and all other persons acting on

its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

- 7. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Respondent, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 9 or in paragraph 10 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.
- 8. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing

the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

9. THIS COURT ORDERS that no proceeding (including any arbitration proceeding) or enforcement process in any court, tribunal or before an arbitrator (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE RESPONDENT OR THE PROPERTY

10. THIS COURT ORDERS that no Proceeding against or in respect of the Respondent or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Respondent or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. THIS COURT ORDERS that all rights and remedies against the Respondent, the Receiver, or affecting the 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 BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Respondent to carry on any business which the Respondent is not lawfully entitled to carry on, (ii) exempt the Receiver or the Respondent 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.

NO INTERFERENCE WITH THE RECEIVER

12. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Respondent, without written consent of the Respondent or leave of this Court.

CONTINUATION OF SERVICES

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Respondent or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Respondent are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Respondent's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Respondent or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the collection of any rents and accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver or that have been opened by the Receiver since its initial appointment as a receiver by the Applicant (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. THIS COURT ORDERS that all employees of the Respondent shall remain the employees of the Respondent until such time as the Receiver, on the Respondent's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA or under any other applicable legislation, other than such amounts as the Receiver may

specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Respondent, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order,

be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation, including the protections afforded to the Receiver by the HSA and its regulations.

RECEIVER'S ACCOUNTS

- 19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall, subject to the limits set out in the provisions of the HSA and its regulations form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.
- 20. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.
- 21. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

- 22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge, subject to the limitations set out in the provisions of the HSA and its regulations.
- 23. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
- 24. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
- 25. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

26. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <a href="http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-directions/toronto-directio

protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<@>'.

27. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Respondent's creditors or other interested parties at their respective addresses as last shown on the records of the Respondent and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

- 28. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
- 29. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondent.
- 30. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 31. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located,

for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

- 32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
- 33. THIS COURT ORDER is made on an interim basis and on a without prejudice basis to any person's right to respond to the Application and oppose the Order being sought. Any interested party may apply to this Court to schedule a return date for the Application, on not less than ten (10) days' notice to the Applicant, Respondent, Receiver, Ms. Abdul-Haqq, and Ms. Abokar.



CERTIFICATE NO. _____

SCHEDULE "A"

RECEIVER CERTIFICATE

AMOUNT \$
1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the "Receiver") of the
assets, undertakings and properties Upwood Park/Salvador Del Mundo Co-operative Homes Inc.
acquired for, or used in relation to a business carried on by the Respondent, including all proceeds
thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice
(Commercial List) (the "Court") dated the day of, 20_ (the "Order") made in an
action having Court file numberCL, has received as such Receiver from the holder
of this certificate (the "Lender") the principal sum of \$, being part of the total
principal sum of \$ which the Receiver is authorized to borrow under and pursuant to
the Order.
The principal sum exidenced by this contificate is payable on demand by the Lander with
2. The principal sum evidenced by this certificate is payable on demand by the Lender with
interest thereon calculated and compounded [daily][monthly not in advance on the day
of each month] after the date hereof at a notional rate per annum equal to the rate of per
cent above the prime commercial lending rate of Bank of from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the
principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the
Order or to any further order of the Court, a charge upon the whole of the Property, in priority to
the security interests of any other person and the right of the Receiver to indemnify itself out of
such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at
the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating
charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver
to any person other than the holder of this certificate without the prior written consent of the holder
of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

	•	and it is not under any personal liability, to pay any sum as under the terms of the Order.
DATED the	_ day of	, 2021. BDO Canada Limited, solely in its capacity as Receiver of the Property, and not in its personal capacity Per:
		Name: Title:

CITY OF TORONTO

and

UPWOOD PARK/SALVADOR DEL MUNDO CO-OPERATIVE HOMES INC.

Court File No. CV-21-00658491-00CL

12 March 21

The Order shall go on the consent of the Applicant, Ms. Abdul-Haqq and Ms. Abokar. The Order is made on an interim basis pending the hearing of the matter.

No one else attended at the hearing today.

Mr. Siboni will provide copies of the Order to Ms. Abdul-Hagg and Ms. Abokar.

McE T.

ONTARIO

SUPERIOR COURT OF JUSTICE –

COMMERCIAL LIST

ORDER

CITY SOLICITOR'S OFFICE

City of Toronto

Station 1260, Metro Hall 55 John St., 26th Floor Toronto, Ontario, Canada M5V 3C6

MARK SIBONI

Phone: (416) 392-9786 Fax: (416) 397-5624

Email: mark.siboni@toronto.ca

Solicitors for the Applicant

APPENDIX "D"

Operating Summary

Last Year Current Year Next Year						
Description	FYE2020 Audit	FYE2021 Budget	FYE2021 Pre Audit Proj	Next Year FYE2022 Budget		
Income						
1 Market Value Housing Charges	4,032,048	4,032,048	4,032,048	4,094,824		
2 Operating Subsidy	877,467	866,202	866,202	801,917		
3 Property Tax Subsidy	295,764	298,650	300,173	303,715		
4 Vacancy Loss	(17,453)	0	(11,889)	(12,000)		
5 Parking & Laundry Revenue	151,374	152,000	150,626	160,200		
6 Other Miscellaneous Revenue	13,809	17,400	14,372	20,360		
7 Interest	22,303	0	(2,555)	10,000		
Total Income	5,375,312	5,366,300	5,348,977	5,379,016		
Expenses						
	901,080	779.061	873,690	96E 177		
9 Grounds & Maintenance 10 Maint Employees & Maint Staff	342,017	778,061 298,392	219,061	865,177 201,639		
.1 Utilities	891,731	870,000	853,140	878,740		
.2 Management Services	178,314	211,776	176,923	204,870		
.3 Office General	49,723	50,550	40,659	41,775		
	23,616	33,000	39,051	34,155		
LE Legal, Audit & Other Corporate LE Sector & Education	31,159	40,000	32,124	32,770		
17 Insurance	76,513	78,000	79,461	84,140		
Bad Debts (net of recovery)	23,846	15,000	16,736	10,000		
.9 Property Taxes	295,764	298,650	300,173	303,715		
20 Mortgage	2,519,982	2,524,850	2,524,850	2,524,850		
21 Capital Reserve Contribution	193,428	198,012	198,012	197,161		
Total Expenses	5,527,173	5,396,291	5,353,880	5,378,991		
24 Surplus\(Loss)Before Audit Adj	(151,861)	(29,991)	(4,904)	25		
FYE2021 audit adj (for prior year	•	(20,001)	(3,078)	0		
Surplus\(Loss) After Adjustmen	t (151,861)	(29,991)	(7,982)	25		
Ttl Net Sector Supp & Cable Sur	p <i>32,255</i>	29,991	28,397	4,255		
28 Total Surplus	(119,606)	0	20,415	4,280		
Total Accumulated Surplus	255,839		276,254	280,534		

Monthly Market Housings Charges	Last Year	This Year	Monthly Increase	Effective Feb 1 2022
1 Bedroom Apartment	\$923	\$923	\$12	\$935
2 Bedroom Apartment	\$1,105	\$1,105	\$16	\$1,121
3 Bedroom Apartment	\$1,280	\$1,280	\$20	\$1,300
Parking Per Spot	\$25	\$25	\$5	\$30

Includes sector support reduced from \$14 to \$7\unit (Sep 1 2021) + cable \$42\unit

Operating Details

	Last Year	Current Year		Next Year	
Description	FYE2020	EVE2021 Dudget	FYE2021	FYE2022	
Description	Audit	FYE2021 Budget	Pre Audit Proj	Budget	
REVENUE					
200 Rents at Market Value	4,032,048	4,032,048	4,032,048	4,094,824	1.6%
201 Market Vacancy	(17,453)	0	(11,889)	(12,000)	
250 Operating Subsidy	877,467	866,202	866,202	801,917	index
250 Property Tax Subsidy	295,764	298,650	300,173	303,715	2.5%
222 Parking Revenue	100,971	100,000	101,266	110,900	Eff Feb
222 Laundry	50,403	52,000	49,360	49,300	
222 Storage Locker	7,640	7,500	7,610	7,560	
222 Gym Revenue	3,314	7,000	0	7,900	
221 Interest	22,303	0	(2,555)	10,000	
224 Other Income & Chargebacks	2,723	1,500	4,262	3,000	
224 Room Rental Income	0	0	0	0	
224 Late Payment Charges	0	1,200	2,390	1,800	
224 Non Bank NSF Charges	132	200	110	100	_
Total Revenue	5,375,312	5,366,300	5,348,977	5,379,016	_
EXPENSES					_
Employees & Employer Costs					
Superintendents (2) Salary\Vacation Pay	213,496	160,000	92,800	94,192	1.5%
Janitorial Salary (1) Direct Hire \Vac Pay	50,094	47,664	46,354	47,049	1.5%
Superintendents\Janitorial Vac Pay-Out	30,034	17,001	16,885	0	1.570
Temporary Help\On-Call	23,297	25,000	0	0	
Payroll Exp.(CPP&EI)	incl above	0	12,132	11,299	
WSIB Premium	incl above	0	3,417	2,500	
Maintenance Staff Benefits	42,542	40,000	21,397	20,200	
Other Maintenance Benefits	0	0	900	900	
Suite Allowance	12,588	25,728	25,176	25,498	
Ttl Maint Salaries & Employer Costs	342,017	298,392	219,061	201,639	
	•				-
Grounds & Maintenance					
Building General					
Capital Items Less than \$5K\invoice					
106 Floor Replacement			16,153	5,000	
106 Vanities\Countertops, etc,			19,139	5,000	
106 Other Capital Repairs				4,300	•
Total Capital Costs Less than \$5K	0	0	35,292	14,300	-
4061 11 116 16 11	_	_	60.005	=0.055	
106 Janitorial Srvcs(Contract)	0	0	63,300	58,200	
106 Roof Repairs\Inspection	0	8,000	5,135	5,000	
106 Building Repairs	189,804	75,000	31,409	40,000	
106 Building Supplies	0	0	10,173	15,000	
106 Key\Door Lock Replacement	6,707	6,000	4,655	4,800	

Operating Details

	Last Year	Current Year	Next Ye		
Description	FYE2020	FYE2021 Budget	FYE2021	FYE2022	
Description	Audit	FILZOZI Buuget	Pre Audit Proj	Budget	
106 Floor Repairs	14,980	20,000	5,272	8,000	
106 Windows\Doors Rpl\Rprs	7,944	5,000	7,035	8,000	
106 Appliance Repairs	2,239	5,500	7,060	8,700	
106 Building Equipment	39,888		0	0	
106 Pest Control	13,938	17,000	22,079	20,000	
106 Janitorial, Mat Rntl, Carpet Cleaning	5,909	10,000	7,493	7,800	
106 Janitorial Sppls & Others	0	0	11,661	10,500	
106 Window Washing	0	5,000	0	5,000	
106 Garage & Door Repairs\Cleaning	10,701	15,000	4,166	10,000	
106 Accessible Upgrades			0	3,000	
106 Common Areas Furnishing	19,199	0	607	1,200	
106 Signs\First Aid\Other	1,771	1,500	92	1,500	
Turnover					
106 Drywall\Ceilng Rprs-TrnOvr	1,580	7,500	15,687	10,000	
106 Floor Rprs Unit Turnover	14,489	8,000	4,648	7,000	
106 Cleaning Unit Turnover	8,783	7,500	410	3,000	
106 Carpentry Unit Turnover	5,709	2,250	0	0	
106 Tubs & Tub Re-glazing	2,039	7,500	4,300	5,000	
Total Building General	345,680	200,750	240,474	246,000	
	0.10,000	200,7.00		_ ::,;;;;	
Building & Grounds Services					
107 Elevator Contract & Service Fees	17,098	18,000	20,334	21,000	
107 Elevator Inspctn & Repairs	12,534	10,160	21,143	10,000	
108 Electrical Supplies	3,582	6,000	1,024	3,500	
108 Electrical Repairs	22,670	25,000	10,934	12,000	
108 Generators Inspctn & Rprs	0	0	6,466	7,100	
108 ESA Continuous Safety Plan	0	0	4	2,137	
109 Heating\WHS Maint.	45,175	43,660	34,310	35,000	
109 Plumbing Repairs	32,960	50,000	37,758	36,500	
110 Catch Basins, Stack, Vents Annual			23,203	11,000	
109 Preventative HVAC Contrct	23,093	15,000	18,286	25,200	
110 Snow Rmvl Contract(5Mths)	31,396	31,396	27,235	38,140	
110 Landscapng Contract(7Mths)	11,251	31,395	14,341	17,600	
110 Grounds Supplies & Other Serv	9,951	15,000	5,892	5,000	
111 Painting,Turnover,Other	25,773	7,000	13,408	12,000	
	0	4,200	5,098	5,000	
112 Waste Remvl\Compactor Rpr		.,	- ,	- ,	
• • •		500	1.513	1.600	
112 Water Treatment	376	500 30.000	1,513 36.212	1,600 40.000	
112 Water Treatment 112 Fire Safety Systems		500 30,000	36,212	40,000	
112 Water Treatment 112 Fire Safety Systems 112 Fire Nuisance Calls	376 29,713	30,000	36,212 5,820	40,000 0	
112 Waste Remvl\Compactor Rpr 112 Water Treatment 112 Fire Safety Systems 112 Fire Nuisance Calls 112 Security Services (Patrol) 112 Security Systems \Surveilance	376		36,212	40,000	

Operating Details

	Last Year	Current Year		Next Year	
Description	FYE2020	EVE2021 Budget	FYE2021	FYE2022	
Description	Audit	FYE2021 Budget	Pre Audit Proj	Budget	
Total Services	555,400	577,311	633,216	619,177	
Total Grounds & Maintenance	901,080	778,061	873,690	865,177	•
Utilities					
121 Electricity	350,689	340,000	330,606	340,525	
122 Fuel	153,033	150,000	152,036	156,600	
123 Water & Sewer	388,009	380,000	370,498	381,615	•
Total Utilities	891,731	870,000	853,140	878,740	3.0%
Administration					
132 Management Service	153,690	187,152	170,767	204,870	est
132 Bookkeeping *End Nov\20	24,624	24,624	6,156	0	
Total Manangement & Bookkeeping	178,314	211,776	176,923	204,870	
	<u>, , , , , , , , , , , , , , , , , , , </u>	,	· · · · ·		•
Office General					
133 Telephone & Internet	21,351	22,000	15,767	15,700	
133 Courier Delivery Service	38	300	1,288	1,275	
133 Bank Charges, Ceridian, TP fees	1,856	2,200	5,632	6,000	
133 Insurance Premium \ Finance Chg			1,547	2,200	
133 Credit Checks	179	1,800	0	200	
133 Office Equipmnt \Software etc	3,656	4,500	4,630	3,000	
133 Office Supplies , Postage, etc	9,170	10,750	4,265	5,000	
133 Copier Rental & Usage	11,627	9,000	7,412	7,600	
133 Meeting \Community Expenses	1,846	0	118	800	
Total Office General	49,723	50,550	40,659	41,775	1
Professional Services					
133 Legal	8,001	20,000	15,468	10,000	
133 Audit	15,615	13,000	21,510	22,155	3.0%
133 Other Corporate Fees	0	0	2,073	2,000	•
Total Professional Services	23,616	33,000	39,051	34,155	i
Sector & Education					
134 CHF Canada Conference	0	0	0	0	
134 CHFC\CHFT Membership Dues	31,159	33,000	32,124	32,770	2.0%
134 Member Education	0	7,000	0	0	
Total Sector & Education	31,159	40,000	32,124	32,770	
140 Total Administration	282,812	335,326	288,758	313,570	
	202,012	333,320	200,700	313,370	•
Other					

Operating Details

	Last Year	Current Year	,	Next Year	
Description	FYE2020	FYE2021 Budget	FYE2021	FYE2022	
Description	Description F122021 Budget Audit		Pre Audit Proj	Budget	
141 Insurance	76,513	78,000	79,461	84,140	5.9%
142 Bad Debts	23,846	15,000	139	10,000	
142 Bad Debts\Evictn Decision	0	0	16,597	0	
142 Bad Debts Recovery	0	0		0	
Total Other	100,359	93,000	96,197	94,140	•
185 Capital Reserve Contribution	193,428	198,012	198,012	197,161	-0.4%
170 Total Operating Expenses	2,711,427	2,572,791	2,528,858	2,550,426	
160 Property Taxes	295,764	298,650	300,173	303,715	2.5%
175 Mortgage *Rnwl Sep 1 2023	2,519,982	2,524,850	2,524,850	2,524,850	
199 Total Expenses	5,527,173	5,396,291	5,353,880	5,378,991	• ·
					•
Surplus\(Loss) Before Audit Adjustment	(151,861)	(29,991)	(4,904)	25	
FYE2021 audit adjustment (for prior year)	0	0	(3,078)	0	
Surplus\(Loss) After Adjustment	(151,861)	(29,991)	(7,982)	25	
					-"
Non Shelter Activities					
234 Sector Support-Income	52,481	52,860	52,759	26,544	
234 Sector Sup-Mortgage	(25,462)	(25,529)	(25,529)	(25,529)	•
Net Sector support	27,019	27,331	27,230	1,015	•
224 Cable Income		158,760	158,261	159,264	
224 Bulk Cable Serv Expense		(156,100)	(157,094)	(156,024)	
Net Cable	5,236	2,660	1,167	3,240	<u>.</u>
Total Non Shelter Activities	32,255	29,991	28,397	4,255	
Total Surplus\(Loss)	(119,606)	0	20,415	4,280	•
					I
Total Accumulated Surplus	255,839		276,254	280,534	

Proposed Capital Budget: September 1, 2021 to August 31, 2022

		Last Year	Current Year		Next Year
	Description	FYE2020 Audit	FYE2021 Budget	Aug 31 2021 Pre-audit	FYE2022 Budget
	Capital Income				
1	Opening Balance	0	124,833	124,833	268,996
2	Required Allocation From Operations	193,428	198,012	198,012	197,161
3	Operating Surp Share (\$100\un max)	0	0	0	0
4	Investment Interest	1,617		(2,595)	0
5	Energy Rebates\Incentives			18,270	0
6	Total Capital Reserve	195,045	322,845	338,520	466,157

	Capital Expenses				
	City Guideline Capital Invoices over \$5	K			
	*Exceptions Noted				
7	Appliances *	13,562		19,849	21,000
8	Flooring (Units)			0	12,000
9	Unit Renovations (Turnover)	6,741		6,161	15,000
10	Fire Safety Systems	23,710			
11	Security Systems	5,171			
12	Post Lights & Lighting	15,103			
13	Parking Garage Lighting			11,780	
14	Metal Heat Covers	5,925			
15	Boiler Systems			5,263	
16	Major Plumbing			7,182	
17	Elevators			13,133	
18	Curbs\Sidewalks			6,156	
19	Brick Masonry				
20	Garage\Podium Dec				
21	Consulting\Brick\Podium Deck				20,000
22	Professional Project Management				
23	Total Capital Expenditures	70,212	0	69,524	68,000
25	Capital Reserve Balance	124,833	322,845	268,996	398,157
			_		
	Common Room Reserve	38,220		38,220	38,220

FYE2022 Rent Revenue

Review of Rents & Sector Support\Cable not include for this purpose

Sector Support Surcharge (Reallocation)

Α	FYE2021 Aug 31 2021	No Units	FYE21 Base Rent	Annual Rent	FY22 BM Rent	Annual BM	Upwood's Rent Shortfall
	1 Bd	54	867	561,816	886	574,128	(12,312)
	2 Bd	194	1,049	2,442,072	1,072	2,495,616	(53,544)
	3 Bd	70	1,224	1,028,160	1,251	1,050,840	(22,680)
	Total	318		4,032,048		4,120,584	(88,536)

	Mo Sector Supp\Unit	Annual	Annual Sector Support Mortgage	Surcharge Surplus
Per Unit	14	53,424		
Less Super 2 Units	(28)	(336)		
Net Sector Support	_	53,088	(25,529)	27,559

Reallocating \$7 surplus sector support surcharge to Increase Rents closer to BM								
						Upwood's		
FYE2022		FYE21 Base	Annual	FY22 BM		Rent		
Sep 1 2021	No Units	Rent + \$7	Rent	Rent	Annual BM	Shortfall		
1 Bd	54	874	566,352	886	574,128	(7,776)		
2 Bd	194	1,056	2,458,368	1,072	2,495,616	(37,248)		
3 Bd	70	1,231	1,034,040	1,251	1,050,840	(16,800)		
Total	318		4,058,760	•	4,120,584	(61,824)		

	Mo Sector		Annual Sector Support	Surcharge
	Supp\Unit	Annual	Mortgage	Surplus
Per Unit	7	26,712		
Less Super 2 Units	(14)	(168)		
Net Sector Support		26,544	(25,529)	1,015

	Propose to Increase Rents equal to BM						
	FYE21 Base						Upwood's
	FYE2022		Rent	Annual	FY22 BM		Rent
С	Feb 1 2022	No Units	Increase	Rent	Rent	Annual BM	Shortfall
	1 Bd	54	886	574,128	886	574,128	0
	2 Bd	194	1,072	2,495,616	1,072	2,495,616	0
	3 Bd	70	1,251	1,050,840	1,251	1,050,840	0
	Total	318		4,120,584		4,120,584	0

	Mo Sector Supp\Unit	Annual	Annual Sector Support Mortgage	Surcharge Surplus
Per Unit	7	26,712		
Less Super 2 Units	(14)_	(168)		
Net Sector Support	_	26,544	(25,529)	1,015

D **SUMMARY**

В

Aug 31 2021

Sep 1 2021

		Base Rent	Sec Sup	Total	Base Rent	Sec Sup	Total
	1 Bd	867	14	881	874	7	881
	2 Bd	1,049	14	1,063	1,056	7	1,063
1	3 Bd	1,224	14	1,238	1,231	7	1,238

Feb 1 2022

Base Rent Sec Sup		Total	Mo Incr	Mo Increase	
886	7	893	12	1.4%	
1,072	7	1,079	16	1.5%	
1,251	7	1,258	20	1.6%	

APPENDIX "E"



Serving our clients since 1944 January 22, 2021

Private and Confidential

Ms. Josie Parisi, Receiver Upwood Park/Salvador Del Mundo Co-operative Homes Inc. 298 Queens Drive, Management Office North York, Ontario M6L 3E2

Re: Audit of Financial Statements for the period ending August 31, 2020

Dear Ms. Parisi:

The objective of our audit was to express an opinion on the financial statements. Included in our audit was the consideration of internal control relevant to the preparation and fair presentation of the financial statements. This consideration of internal control was for the purpose of designing audit procedures that were appropriate in the circumstances. It was not for the purposes of expressing an opinion on the effectiveness of internal control or for identifying all the significant control deficiencies that might exist.

During the course of our audit, we identified several deficiencies that met the definition of a significant deficiency. A significant deficiency in internal control is defined as a deficiency or combination of deficiencies in internal control that, in the auditor's professional judgment, is of sufficient importance to merit the attention of those charged with governance. Communicating significant deficiencies assists those charged with governance in fulfilling their oversight responsibilities.

The significant deficiencies identified are outlined below. Please note that this list includes all the significant deficiencies we have identified.

APPOINTMENT OF RECEIVER

On July 16, 2020, the City of Toronto appointed BDO Canada Limited as an interim receiver (receiver) of the Co-operative. Per letter from the City of Toronto dated July 17, 2020, this was due to the significant financial and operational issues that the Co-operative is experiencing. The City of Toronto has noted, among other items, concerns related to member receivable arrears increases, operating deficit for the year ending August 31, 2019 and depleted capital reserve. We understand that the receiver and management are working towards resolving these issues.

OPERATING DEFICITS

The Co-operative has experienced losses in the past two years, 2020 - \$121,145 and 2019 - \$99,313. A continuation of operating losses will further deplete cash and investments and may eventually put the Co-operative's ongoing operations in jeopardy.

The Co-operative must make every effort to have an operating surplus over the next few years. We understand that since its appointment the receiver has prepared a cash flow and monitors the revenues and expenditures on a regular basis. We would like to point out some areas of concern. Ensuring that the subsidies allocated to members are accurate is very important since it has a direct impact between the market housing charges, rent-geared-to-income (RGI) housing charges and subsidies provided by the City of Toronto. Another area of concern are housing charge arrears. If members fail to pay their arrears, this has a direct impact on operating cash flow and bad debt expense. Vacancy losses, as noted below, are higher than usual and especially market vacancy losses result in direct loss of income for the Co-operative. The Co-operative should review the actual costs versus budgeted costs on a regular basis to ensure that the expenditures are at or below budget. A review of the expenses should be conducted to see which ones can be reduced, possibly through preventative measures, utility retrofits, etc. In addition, the Co-operative should consider reviewing their benchmark operating costs and look at the option to increase the benchmarks, since the benchmarks have a direct impact in operating subsidies.

FINANCIAL STATEMENT ACCURACY

For the fiscal year ended August 31, 2020, we proposed eighteen (18) adjusting entries to correct the accounting records and these corrections also changed the financial statements that you would have been seeing during the year. In order to improve the accuracy of your monthly financial statements, we recommend that you review the audited adjusting entries to determine which ones can be made on a monthly basis. Accuracy of the monthly financial statements is very important when making decisions based on their content. This is especially important since the Co-operative should be particularly diligent to avoid further operating losses in the future.

RENT-GEARED-TO-INCOME (RGI) CALCULATIONS

Each year during our audit, we review a selection of members' files to ensure that subsidy calculations are correct, and that income verification documentation is adequate. During the audit, we were not able to find sufficient and appropriate audit evidence in regards to the RGI subsidies. As a result, the Independent Auditors' Report was qualified.

Specifically, during the review, we selected 24 RGI files for testing. Three of these files had the RGI subsidy calculation and the backup information; however we were not able to understand how the backup information was used to derive subsidy amounts allocated to the units. For 5 of these files, there was no calculation or backup information provided, therefore we were not able to verify whether subsidies allocated to the units were correct. Management was able to provide the RGI calculation sheet

for 3 files, however there was no backup to support the calculation of subsidies. In summary, we encountered issues with 11 of the 24 files selected.

In addition, we selected 4 files/units (included in the 24 files selected above) where one of the members living in the unit was a Board member during the fiscal year. We encountered issues in 3 (out of the 11 files with issues) out of the 4 files selected.

Finally, in one instance, we noted that one member appeared to be running childcare services based on the 2018 tax notice of assessment. It was not clear on whether these services were provided from the actual unit where the member resides. We suggest that you follow up to confirm this is the case and clarify the situation, on whether members are allowed to run childcare services from the Co-operative's units and whether there are any other precautions (such as insurance) that need to be taken into account.

We understand that the receiver and management are aware of this issue. We understand that the current management company has a process in place where all the RGI calculations are done by the on-site office staff and reviewed by a RGI team from the management company. We have also been told that all the RGI calculations are initialed to indicate review. We recommend that the management company continue to follow the above steps to prepare the RGI subsidies, to ensure the calculations are correct, to ensure subsidies allocated to members per the RGI calculation sheet agree to the accounting records, to ensure that the calculations are properly documents and ensure that the backup supporting the calculations is readily available and attached to the calculation sheet. We would also recommend that the management company review each file, possibly review the prior year calculation (for the fiscal year ending August 31, 2020) and consider whether a retroactive adjustment would be required. Whenever possible, following the RGI rules, any subsidies overallocated to members should be recovered.

In addition, during the audit, we noticed that some occupancy agreements were not available and some occupancy agreements were not signed. We recommend that you review each file and ensure that the occupancy agreements are available and signed for each unit. The occupancy agreement can be placed in a separate folder or kept on the left side of the regular RGI folders, so they can be carried forward every year.

HOUSING CHARGE ARREARS

At the Co-operative's fiscal year end, the arrears for housing charges were \$89,109 (\$280 per unit). This is quite high for a project of your size and represents a significant increase over the past two years 2019 - \$70,678; 2018 - \$38,949. High arrears represent an increased level of risk to the assets of the Co-operative. In addition, some of these members did not have repayment agreements. Prentice Yates and Clark recently analyzed the arrears balances of its Co-operative clients over a one-year period and the average current member's arrears was \$130 per unit.

We understand that the situation has been more difficult due to the changes in the management structure and companies. We also understand that the situation has been worse because of the Covid-19 pandemic and current legislation which limits your

ability to evict delinquent members. We recommend that you review your collection and eviction process to ensure that your practices encourage the prompt payment of housing charges.

VACANCY LOSSES

The vacancy losses for fiscal 2020 were \$43,476 (2019 - \$15,430; 2018 - \$12,091; 2017 - \$18,045 and 2016 - \$34,215). Vacancy losses have increased significantly over the prior years. In addition, we noticed that some units were vacant from three to five months. One unit was vacant for 8 months.

We recommend that you follow up and make every effort to occupy these units as soon as possible in order to avoid further losses of housing charges. To assist you in doing this, you may wish to establish a marketing checklist that is used for each vacant unit. The checklist should include all the activities that must be undertaken to re-rent a unit, and an expected timing for them to be done. Management should follow the process to ensure that it is operating efficiently and to change it if it is not.

MISSING SUPPLIER INVOICES

Each year during the audit, we select a sample of expenses and agree these expenses to supplier invoices and other backup documentation. During the audit, management was unable to provide invoices and backup documentation for some of the expenses selected. These are mainly expenses for the Co-operative's social events and based on the descriptions in the general ledger, they appeared to be advances for events. We understand that since then, there have been two changes in management and staff.

We recommend that, going forward, invoices and backup for all expenses should be attached to the cheque requisitions.

This communication is prepared solely for the information of Upwood Park/Salvador Del Mundo Co-operative Homes Inc. and is not intended for any other purpose. We accept no responsibility to a third party who uses or relies upon it. This letter should not be used as a performance measure for your staff.

We would like to take this opportunity to thank Anna Koroneos and Zoe Stevenson for their assistance in completing the internal and computer control questionnaires and for their assistance during the audit.

Very truly yours,

PRENTICE YATES & CLARK

J.J. Pauze, CPA, CA, LPA

J. 129

Partner JJP:vb

VERBAL COMMENTS

TO: JOSIE PARISI, ANNA KORONEOS AND ZOE STEVENSON

UPWOOD PARK/SALVADOR DEL MUNDO CO-OPERATIVE HOMES INC.

FROM: VIOLA BARDHOSHI, PRENTICE YATES & CLARK

SUBJECT: SUMMARY OF COMMENTS RE: FISCAL 2020 AUDIT

DATE: JANUARY 22, 2021

During our audit, we came across the following recommendation about your systems that we would like to mention, but did not include in your management letter because it did not specifically impact your controls:

DEPOSIT CLEARING ACCOUNT

The Co-operative has an account called deposit clearing account (#2250-0000). We have been told that this account includes deposits not yet allocated to each member. We recommend that you review this account, allocate balances to the appropriate member account after proof of deposit has been provided. We suggest that the account be adjusted down to \$0 after the above procedure.

LEGAL INVOICES

The Co-operative paid 2 invoices to Rutherford & Mathews, specifically invoice #1528 dated June 10, 2019 for \$1,525.50 and invoice #1725 dated September 11, 2019 for \$1,779.75. Invoice #1725 included the outstanding balance of invoice #1528 and it appears that this invoice has been paid twice. If this is the case, it is possible that the credit has been applied to a subsequent invoice. We recommend that you follow up with the vendor to ensure that the Co-operative does not have a credit with the vendor. We would suggest that you obtain a statement of account that indicate the activity of all invoices and payments from June 2019.

MONTHLY FINANCIAL STATEMENTS

During the internal control questionnaire, we were told that the receiver does not review internal monthly financial reporting. We understand that this is temporary while the current year audit is being completed. Reviewing an up-to-date set of financial statements is one of the most important controls over the financial transactions. We recommend that management prepare monthly financial statements and the receive review these reports monthly. The monthly financial statements, at a minimum should include a statement of financial position, statement of operations that compares budget to actual, as well as actual to prior month. In addition, monthly reports of member receivables, payables, replacement reserve activity should be part of the monthly financial package.

if you have any questions regarding the above comments, please feel free to contact our office.

Applicant Respondents

Court File No. CV-21-00658491-00CL

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

Proceedings commenced at Toronto

SECOND REPORT OF BDO CANADA LIMITED IN ITS CAPACITY AS INTERIM RECEIVER OF UPWOOD PARK/SALVADOR DEL MUNDO COOPERATIVE HOMES INC.

AIRD & BERLIS LLP

Barristers and Solicitors
Brookfield Place
181 Bay Street
Suite 1800
Toronto, ON M5J 2T9

Kyle B. Plunkett (LSO # 31044N)

Tel (416) 865-3406

Email kplunkett@airdberlis.com

Miranda Spence (LSO # 60621M)

Tel: (416) 865-3414

Email: <u>mspence@airdberlis.com</u>

Fax: (416) 863-1515

Lawyers for the Interim Receiver

BETWEEN

CITY OF TORONTO and

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

(Applicant) (Respondent)

ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

SUPPORTING AFFIDAVIT OF ROSELL KERR

BETTY'S LAW OFFICE

2300 Yonge, Street Suite 1600 Toronto, ON M4P 1E4 Courtney Betty (LSO # 28347U) Tel: 416-972-472

Email: <u>betty@bettyslaw.com</u> tenechia@bettyslaw.com

BETWEEN

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RESPONDING MOTION RECORD

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2300 Yonge, Street Suite 1600 Toronto, ON M4P 1E4 Courtney Betty (LSO # 28347U) Tel: 416-972-472

Email: <u>betty@bettyslaw.com</u> tenechia@bettyslaw.com