ONTARIO SUPERIOR COURT OF JUSTICE (COMMERICAL LIST)

BETWEEN:

CITY OF TORONTO

Applicant

- and -

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

MOTION RECORD (RETURNABLE ON MAY 13, 2025) (Volume 1 of 3)

May 1, 2025

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ONTARIO SUPERIOR COURT OF JUSTICE (COMMERICAL LIST)

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

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERICAL LIST)

BETWEEN:

CITY OF TORONTO

Applicant

- and -

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

NOTICE OF MOTION (for approval of activities, RFEIQ Process and fees) (returnable on May 13, 2025)

TDB Restructuring Limited ("**TDB**") in its capacity as court-appointed receiver and manager (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties of Harry Sherman Crowe Housing Co-Operative Inc. (the "**Respondent**" or "**HSC**"), will make a Motion to a Judge presiding over the Commercial List at 330 University Avenue, Toronto, on May 13, 2025 at 10:00 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard:

[]In writ	ting under subrule 37.12.1(1) because it is
[]In writ	ting as an opposed motion under subrule 37.12.1(4):
[]In pers	son;
[]By telo	ephone conference;
[X]	By video conference.

at the following location: Judicial Video Conference link to be provided in Case Center.

THE MOTION IS FOR an order:

- 1. If necessary, abridging the time for, and validating service of, this Notice of Motion and Motion Record;
- 2. Approving the Quarterly Reports (as defined hereafter) and the Second Court Report (as defined hereinafter) and the activities and conduct of the Receiver described therein;
- 3. Approving a process for requesting expressions of interest and qualifications to serve as members of the board of directors of HSC;
- 4. Approving the Interim SRD (as defined hereinafter) of the Receiver for the period March 11, 2024 to April 20, 2025;
- 5. Approving the fees and disbursements of the Receiver as set out in the Dhanani Fee Affidavit and Cho Fee Affidavit (as defined hereinafter); and,
- 6. Such further and other relief that to this Honourable Court seems just.

THE GROUNDS FOR THE MOTION ARE:

- 1. On March 14, 2023, the Honourable Justice Penny granted an order appointing RSM Canada Limited as receiver and manager, without security, of all of the assets, undertakings and properties of HSC (the "**Appointment Order**");
- 2. On March 1, 2024, the Honourable Justice Conway granted an order substituting TDB in place of RSM Canada Limited as Receiver (the "Omnibus Order");
- 3. The Appointment Order was issued pursuant to subsection 85(7) of the *Housing Services Act*, 2011, SO 2011, c 6, Sch 1, as amended (the "**HSA**");
- 4. Pursuant to the Appointment Order, among other things, the Receiver is required to provide quarterly updates (to the Applicant, City of Toronto (the "City"), in its capacity as

"Service Manager" within the meaning of the HSA and provide an annual report to the Court advising the Court of the actions taken and decisions made by the Receiver under its appointment;

- 5. The Receiver posted on its website established for these proceedings its fourth, fifth and sixth quarterly reports (the "Quarterly Reports"), which sets out the Receiver's activities for the periods December 15, 2023 to July 4, 2024, July 5, 2024 to September 30, 2024, and October 1, 2024 to December 18, 2024;
- 6. On April 29, 2024, the Honourable Justice Penny, granted an order approving the First Court Report, the Supplemental Report, the First, Second and Third Quarterly Reports, the interim statement of receipts and disbursements and the fees and disbursements of the Receiver;
- 7. The Receiver has prepared its Second Report to the Court dated April 30, 2025 (the "Second Court Report") in accordance with the Appointment Order setting out the actions taken and decisions made by the Receiver over the last year, including but not limited to the information contained in the Quarterly Reports, as well as its activities since March 20, 2024;
- 8. In connection with assessing a plan for a wind-down of the receivership, the Receiver proposes a process (the "**RFEIQ Process**") for soliciting expressions of interest and qualifications of members of HSC to serve on the board of directors for HSC;
- 9. The RFEIQ Process is designed to provide member stakeholders with information and an opportunity to express interest in, and for the Receiver to assess qualifications for, serving on the board of directors for HSC;
- 10. The RFEIQ Process is necessary to determine the viability of returning management of the housing project to HSC;
- 11. The activities and conduct of the Receiver described in the Second Court Report, and the Quarterly Reports, are reasonable and appropriate in the circumstances and as such, should be approved by this Honourable Court;
- 12. The Receiver has included in its Second Court Report an interim statement of receipts and disbursements for the period March 12, 2024 to April 20, 2025 (the "**Interim SRD**"), which

amounts are reasonable and appropriate in the circumstances, and as such should be approved by this Honourable Court;

- 13. The Affidavit of Arif Dhanani sworn on April 30, 2025 (the "**Dhanani Fee Affidavit**") appended to the Second Report sets out the reasonable fees and disbursements of the Receiver, which fees and disbursements are reasonable and appropriate in the circumstances, and as such, should be approved by this Honourable Court;
- 14. The Affidavit of Philip Cho sworn on April 29, 2025 (the "Cho Fee Affidavit") appended to the Second Report sets out the reasonable fees and disbursements of counsel to the Receiver, which fees and disbursements are reasonable and appropriate in the circumstances, and as such, should be approved by this Honourable Court;
- 15. The Receiver and the Service Manager recommend continuation of the Receiver's appointment to complete certain capital repair projects and implement the RFEIQ Process;
- 16. Subsection 96(2) of the HSA; and,
- 17. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- 1. The Second Court Report of the Receiver and the Appendices thereto; and,
- 2. Such further and other evidence as this Honourable Court may permit.

May 1, 2025

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TO: THE SERVICE LIST

Applicant

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE

Respondent

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

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

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

SECOND REPORT TO THE COURT OF TDB RESTRUCTURING LIMITED

APRIL 30, 2025

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

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CITY OF TORONTO

Applicant

-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

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RGI-Related Documents......L

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March 16, 2022.
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<u>Document #22:</u> Letter addressed re: Housing Charge Increase effective July 1, 2022, from the Co-op, addressed to Patrick Baker of Unit 515, dated May 16, 2022.
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1.0 INTRODUCTION

- 1. By order of the Ontario Superior Court of Justice (the "Court") dated March 14, 2023 (the "Appointment Order"), RSM Canada Limited was appointed receiver and manager (the "Receiver"), without security, of all of the assets, undertakings and properties of Harry Sherman Housing Cooperative Inc. ("HSC", the "Co-op", or the "Housing Project") acquired for, or used in relation to a business carried on by HSC, including all proceeds thereof (the "Property"). A copy of the Appointment Order is attached hereto as Appendix "A".
- 2. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver (the "Omnibus Order"). A copy of the Omnibus Order is attached hereto as Appendix "B".
- 3. The Appointment Order requires the Receiver to provide an annual report to the Court, the purpose of which is to advise the Court of the actions taken and decisions made by the Receiver under its appointment. The Receiver's motion record, including its first annual report to the Court dated March 19, 2024 (the "First Court Report"), was served on March 19, 2024. A copy of the First Court Report, without appendices, is attached hereto as **Appendix** "C".
- 4. The Receiver's motion was heard by the Court on March 25, 2024 and adjourned at the request of counsel representing the Co-op's Board of Directors (the "Board") on the basis that the Board had not had the time to formulate a reply. The hearing was adjourned to April 25, 2024. The Receiver served its reply motion record, including its supplement to the First Court Report dated April 22, 2024 (the "Supplement to the First Court Report") on April 22, 2024. A copy of the Supplement to the First Court Report, without appendices, is attached hereto as Appendix "D".
- 5. On April 29, 2024, the Court issued its endorsement (the "April 29th Endorsement") and order (the "April 29th Order") in connection with the relief sought by the Receiver. Copies of the April 29th Endorsement and the April 29th Order are attached hereto as Appendix "E" and Appendix "F", respectively.
- 6. The Appointment Order, together with Court documents related to the receivership proceeding, has been posted on the Receiver's website, which can be found at

https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-co-operative-inc/.

1.1 Purpose of the Second Report to Court

- 7. The purpose of this second report to Court (the "**Second Court Report**") is to:
 - a) advise the Court of the actions taken and decisions made by the Receiver under its appointment since the First Court Report and the Supplement to the First Court Report;
 - b) provide an update to the Court with respect to the continuing capital repair projects approved by the City of Toronto (the "City");
 - c) provide the Court with a summary of the findings made by Community First Developments Inc. ("**CFDI**"), the property manager engaged by the Receiver, in relation to the operational issues prior to the Receiver's appointment;
 - d) update the Court on discussions between the Receiver, the City and the landlord, York University;
 - e) update the Court on discussions between the Receiver and the former Board;
 - f) provide recommendations for, and request approval of, a preliminary process to elicit interest from members of the Co-op to serve on a newly constituted board of directors:
 - g) request that the Court grant an order:
 - approving the Quarterly Reports (defined below) and the Second Court Report and the activities and conduct of the Receiver as described in the Quarterly Reports and the Second Court Report;
 - ii. approving the interim statement of receipts and disbursements; and
 - iii. approving the fees and disbursements of the Receiver and its counsel, WeirFoulds LLP ("WeirFoulds").

1.2 Terms of Reference

- 8. In preparing this Second Court Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the "Information"). Certain of the information contained in the Second Court Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited 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 Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.
- 9. Unless otherwise stated, all dollar amounts contained in the Second Court Report are expressed in Canadian dollars.

2.0 BACKGROUND

- 10. The background leading up to the appointment of the Receiver can be found in the City's¹ application record dated November 10, 2022, which is posted on the Receiver's website at https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-co-operative-inc/.
- 11. Briefly, on October 4, 2022, the City commenced an application for the appointment of a receiver pursuant to *Housing Services Act*, *2011* (the "**HSA**"), which appointment was ordered by the Honourable Justice Penny on March 14, 2023. The application was commenced because HSC failed to comply with certain requirements of the HSA, despite being provided with notice and an opportunity to cure the identified failures.

¹ References herein to the City include the City of Toronto's Housing Stability Services Unit, or the "HSS", the City in its capacity as "Service Manager", and/or HSS or City staff.

3.0 RECEIVER'S ACTIVITIES

- 12. In accordance with paragraph 12 of the Appointment Order, the Receiver has posted on its website, its first, second and third quarterly reports, the First Court Report and the Supplement to the First Court Report, which collectively set out the Receiver's activities for the period March 14, 2023 to April 22, 2024. In consultation with the Applicant, the posting of the Receiver's quarterly reports to the Receiver's website was determined to be satisfactory for the purposes of paragraph 12 of the Appointment Order. The Court approved the Receiver's activities for the period March 14, 2023 to April 22, 2024 in the April 29th Order.
- 13. The Receiver's fourth, fifth and sixth quarterly reports (the "Quarterly Reports"), setting out the Receiver's activities from April 23, 2024 to December 17, 2024 are attached hereto, without appendices, as **Appendix** "G", **Appendix** "H" and **Appendix** "I". The Quarterly Reports have been posted to the Receiver's website. The activities set out in the Quarterly reports are not repeated herein.
- 14. A summary of the Receiver's activities since December 18, 2024, are set out below:
 - a) finalize and post on the Receiver's website the Receiver's sixth quarterly report;
 - b) work with CFDI to manage resident housing and parking charge arrears, meet with residents with arrears, arrange payment plans and/or arrange for paralegal assistance to attend at the Landlord Tenant Board for resolution of issues;
 - c) review HST returns for the Co-op's RT0001 account and the Receiver's RT0002 account for the period October 1, 2024 to December 31, 2024 and remit HST payable to CRA for the subject period;
 - d) discuss with CFDI the status of remittance of rebate forms for the Co-op to CRA and follow up same with CRA;
 - e) complete all things necessary to update resident housing deposits and housing charges for those residents paying by electronic funds transfer, pursuant to instructions from CFDI;

- f) continue with approval and payment of the Co-op's ongoing operating liabilities and property taxes;
- approve and effect required repairs to residents' units or townhomes as required, including, among other things, plumbing, flooring, kitchens and bathrooms;
- h) review and comment on monthly property management reports from CFDI and forward same to the City;
- work with CFDI to source a new photocopier and lease for same for the property management office, including reviewing various contracts and pricing schedules and commenting on same;
- j) approve and effect capital repairs and maintenance to the Co-op's common areas and systems and various units, as necessary;
- k) manage funds received from the City in connection with capital repairs pursuant to the City's Canada-Ontario Community Housing Initiative Agreement (the "COCHI Agreement"), including:
 - i. making payments from those funds for invoices rendered by consultants and trades in relation thereto;
 - ii. working with WeirFoulds and Brown & Beattie Ltd. ("Brown & Beattie"), the consultant engaged by the Receiver to oversee the various capital projects included in the COCHI Agreement, to develop and/or amend various contracts for trades engaged to complete the capital projects;
 - iii. executing contracts and amendments thereto for various capital projects; and
 - iv. monitoring with CFDI the progress of the various projects;
- work with CFDI to submit to the City a record of invoices paid to date for the capital projects in order to apply for additional funding pursuant to the terms and conditions of the COCHI Agreement;

- m) work with the Receiver's counsel, WeirFoulds, and the City to develop a framework for assessment of residents' interest and qualifications to act as future board members of the Co-op and process for election of same;
- n) work with WeirFoulds and CFDI to ascertain the existence and completeness of the Co-op's pre-receivership books and records, by-laws and Board of Directors' minutes and evaluate past governance practices, rent-geared-toincome compliance and rationale for various expenditures made prior to the Receiver's appointment;
- o) draft and finalize the Receiver's Second Court Report; and
- p) attend to all other administrative matters with respect to the receivership administration, including supervision, all meetings, telephone and virtual attendances and written and verbal correspondence to facilitate the forgoing.

4.0 CAPITAL REPAIRS PROJECTS STATUS UPDATE

- 15. As referred to above, the Receiver entered into the COCHI Agreement with the City in early December 2023 with a view to obtaining funding for certain desperately needed capital repairs to the Co-op.
- 16. As set out in the First Court Report, while not all of the capital repairs the Receiver applied for were approved, the City did approve the following capital repairs:
 - a) roof replacement;
 - b) replacement of fire alarms over 10 years old;
 - c) repaving of road and parking areas;
 - d) replacement of uneven paving;
 - e) replacement of ground lighting;
 - replacement of hallway/common area and underground parking lighting;
 - g) elevator modernization; and

- h) booster pump replacement.
- 17. In accordance with the COCHI Agreement, the City advanced \$431,250 (the "COCHI Funds") to the Receiver, which represents 30% of the total approved funding, which the Receiver invested in a short-term guaranteed investment certificate. Since the time of the investment of the COCHI Funds, the Receiver has utilized the full amount advanced by the City towards paying the invoices from various trades and consultants in connection with the capital projects.
- 18. The Receiver has sent to the City a spreadsheet summarizing all invoices paid to date from the COCHI Funds and copies of all invoices and correspondence from Brown & Beattie required by the City. The City's process for COCHI funding after the initial advance of the COCHI Funds is to reimburse amounts invoiced to the Co-op in connection with the capital projects on an invoice-by-invoice basis, less any HST charged by suppliers. CFDI maintains a listing of invoices submitted to the City and continues to forward copies of the invoices to the City as invoices are received in connection with the capital projects. A copy of the COCHI Agreement has not been attached hereto; however, should the Court require it, the Receiver will provide same.
- 19. On the basis that certain of the approved capital projects are outdoors and weather dependent (e.g. roof replacement, paving), the Receiver has applied to the City for an extension of the timeline for completion of the capital projects from March 31, 2025 to September 30, 2025. CFDI has followed up with the City with respect to granting of the requested extension; however, the City has not yet formally consented to same. The City has advised that it is consulting with the Province of Ontario on extensions requested by a number of social housing providers that are participating in the COCHI program.
- 20. Attached hereto as **Appendix** "**J**" is a progress report as at April 20, 2025 on the various projects approved and funded by the City and an estimated timeline for completion of same.

5.0 SUMMARY OF CFDI FINDINGS

21. As reported in the First Report, the Receiver engaged CFDI as the property manager for the Co-op. In connection with managing the Co-op, as described in the

Supplement to the First Court Report, the Receiver, with the support of CFDI, addressed some of the triggering events leading to the Receiver's appointment, including but not limited to:

- a) Collecting missing information in respect of "Rent-Geared-to-Income" ("RGI") households;
- b) Working to address the RGI unit threshold issue;
- c) Reconciling books and records that were in a state of disarray to enable the Receiver to file tax returns and financial statements for the Co-op; and,
- d) Attend to outstanding repairs and maintenance issues in resident units.
- 22. As the Receiver has generally stabilized operations of the Co-op, and CFDI has completed its review, the Receiver believes it important that the Court be advised of certain issues identified by CFDI. The summary of findings of CFDI will be reported in the following manner:
 - a) Inappropriate Allocation of Units and Related Record Keeping;
 - b) Renovation of Certain Selected Units; and,
 - c) General Management Concerns.

5.1 Inappropriate Allocation of Units and Related Record Keeping

23. Based on CFDI's review and reconciliation of records and occupancy status of units,² the former Board did not appear to maintain complete documentation. The City recommended that the Co-op implement improved record management policies and practices.³ While such policies appear to have been proposed to the City by the former Board, the City indicated that this requirement would remain outstanding until the proposed policies were approved of and passed by the Board.⁴ This does not appear

² This included a review of records such as occupancy agreements, short- or long-term guest agreements, member applications, proposed transfer requests and/or approvals, rent rolls, inspection reports, letters, emails and correspondence, etc.

³ See Exhibit "G" to the Affidavit of Julie Western, sworn November 10, 2022, Application Record. ⁴ *Ibid*.

to have occurred. Furthermore, the records themselves, including from 2020 onwards, are deficient. Given the incomplete nature of the documentation and the current stage of CFDI's review, it is difficult for the Receiver to understand what took place or confirm the accuracy of certain statements in the records. CFDI has identified other concerns and inconsistencies, the significance of which is unknown at this time.

- 24. Despite there being issues with the documentation maintained by the former Board, it appears, to the Receiver, that the former Board may have been assigning units to new members of the Co-op through the use of internal transfers (despite the fact that they were new members and not members transferring out of one unit and into another unit), thereby circumventing the City's waiting list and RGI priority for residency.
- 25. The Receiver highlights certain examples of CFDI's findings below. Additional examples are located in **Appendix "K":** Examples of Inappropriate Allocation of Units and Related Record Keeping Issues, with underlying documentation found in **Appendix "K1**". It is recognized, in providing these examples, that the composition of the former Board may have evolved in and around the dates listed below and in Appendices "K" and "K1".

a) AC⁵ appears to have obtained residency in Unit 512 without appropriate supporting documentation on file:

- i. In an "Internal Moves Request" stamped as having been received on August 23, 2019, AC requested to move out of Unit 311 (a 2-bedroom), into a different 2-bedroom unit. The reason for the move request was listed as "family expanded". It is unclear, based on the documentation located, how or why a different 2-bedroom unit would better support AC's needs after her family expanded. On the bottom of the page there is a handwritten note stating, "moved to 512 2 bedroom."
- ii. CFDI could not locate any long-term guest or occupancy agreement supporting AC's residency in Unit 311. According to an occupancy

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⁵ To protect the identity of individuals, the Receiver will use initials of the individual's name, except where the individual is a known member of the former Board.

- agreement on file with the Co-op, Ms. Rosell Kerr has occupied Unit 311 since at least 2005.
- iii. In a letter dated June 7, 2022, signed by "Management" of the Co-op and addressed to AC, the writer indicated that AC had been placed on the Co-op's internal waiting list and that AC's internal transfer request was approved.
- iv. In a letter dated June 24, 2022, addressed to AC in Unit 311 and authored by Shameika Rose, described as the "Property Manager" of the Co-op ("Rose"), Rose wrote "thank you for accepting the offer and look forward in [sic] move-in date Unit512 July 1, 2022."

5.2 Rent-Geared-to-Income Administration

26. CFDI conducted a review of the new unit assignments at market rent during the time of the former Board's management. During that time, nineteen (19) new Unit assignments were made at market rent. During this same period, there were NIL new RGI unit assignments. CFDI located notes on one of the Co-op's computers indicating that, starting January 1, 2020, Ms. Kerr approved a transfer of Unit 313 from market rent to RGI. These notes are enclosed as **document #18**, **Appendix "L": RGI-Related Documents**. However, the City had written to the Co-Op, to Ms. Kerr's attention, advising that the designation of Unit 313 to RGI was unauthorized and should be returned to Market Rent. A copy of this letter dated November 18, 2020 is attached as **Appendix "L1"**.

27. These notes also indicated that:

- a) Unit 509: "Rosell wants to give the unit to her friend";
- b) Unit 312: "Rosell wants to give the unit to her relative.".
- c) TH 13: "Member gave a move out notice for April 1, 2020 on Jan 13, 2020", "currently RGI", "As per Rosell, Unit should be given to [HM] (807)", and "Unit 807 Market Unit \$1119".

- 28. CFDI located an email chain between Saud Ahmad of Maple Property Management Group ("Maple Property"), the former property manager of the Co-op, where Mr. Ahmad expressed frustration with Ms. Kerr and advised that the Board was (or would be) breaching the RGI administration process by filling a vacant Unit with individual(s) not on the City's waiting list. This email chain is enclosed as document #19 in Appendix "L".
- 29. It appears to the Receiver that the former Board did not administer the RGI process rigorously, such that individuals on the waiting list for affordable RGI units were not allocated units as or when they became available.

5.3 Renovation of Certain Selected Units

- 30. The Receiver notes a significant disparity in the condition of certain units in the Coop. There are no records reflecting the basis for the decisions to fully renovate certain units. The disparity appears to favour certain members of the former Board. The renovated Units appear to have higher quality of the finishes than other units. The Receiver has included, as **document #20 in Appendix "M"**, a copy of inspection reports prepared by CFDI for the fully renovated units, containing photographs of the units' interior. These photographs demonstrate that the fully renovated Units have modern, updated finishes, including countertops and flooring.
- 31. In particular, the Receiver notes the following with respect to the fully renovated units:
 - a) There are a total of approximately 30 fully renovated units (the Co-op has a total of 164 units);
 - b) CFDI believes that five (5) renovated units are occupied by current or former Board members; two (2) of those units have inspection reports stating that there are no items that are damaged or in need of repair;
 - c) CFDI believes that another three (3) of the renovated units are occupied by BE (unit 312) see paragraph 40 (a) below, EP (unit 807) see Appendix K, row 4, and CM (unit 511) see Appendix K, row 5;

- d) The Receiver understands that the renovations were completed by Sinai Plumbing Inc. CFDI reports that the residents of Unit 515 appear to be affiliated with Sinai Plumbing Inc. Patrick Baker, the sole director and officer of Sinai Plumbing, is described in Co-op documentation as a resident of Unit 515 (see documents #21 and #22 in Appendix "M"). The Receiver has not been able to locate any meeting minutes or other documents indicating how Sinai Plumbing Inc. was selected to carry out the renovations.
- 32. The Co-op commissioned an Appraisal Report, prepared by a firm called "Janterra," effective as of June 29, 2022. Appraisers were given access to only two units as being representative of the condition of the Co-op units. Those two units were 313 and 708. Unit 708 was described as being renovated and unit 313 was described as being in good condition (see document #23 in Appendix "M").
- 33. However, in the balance of units, the condition varies, but is generally worse than in fully renovated units. The Receiver has included, as document #24 of Appendix M, a copy of the inspection reports for the unrenovated units prepared by CFDI. Those inspection reports demonstrate that multiple unrenovated units contain, among other defects:
 - a) plumbing issues;
 - b) water damage;
 - c) mould, mildew and rust in the shower and bathtub;
 - d) deteriorating, cracked, or broken countertops that may have mould;
 - e) flooring and tiles that are missing and/or broken; and
 - f) cabinet drawers and doors that are broken or missing completely.
- 34. By way of further example, a resident of one of the unrenovated townhouses (the "**Unrenovated Townhouse**") reported to CFDI a lack of action taken by the former Board to address certain issues in her unit that appeared structural, including:
 - a) cracks in the basement floor running from one wall across the floor to the other wall;

- b) home sloping in different directions; and
- c) cracks in walls and nails/screws protruding out from the paint.
- 35. This resident indicated they had been complaining about various issues in her unit since as early as 2014. Some of the structural issues may have been related to the subway construction at York University, located about one block south of the Co-op. Records related to this are enclosed as document #25, Appendix "M".
- 36. The Receiver understands through CFDI that as of April 2024, all of the significant deficiencies relating to the Unrenovated Townhouse have been rectified.
- 37. There appear to be very few Board meeting minutes for 2022 and 2023. No documentation or records were identified or located by CFDI as to how the renovation work was determined and allocated. In a September 2021 Board meeting (at a time when the Co-op was insolvent), the meeting minutes indicate that the Board decided to hold back payments to service contractors in order to service the Co-op's debt. At that time utility payments (e.g. hydro, gas, water and property taxes) were not being made. Those minutes are enclosed as document #26 in Appendix "M".
- 38. However, despite necessary maintenance and repairs not being completed and utility and other payments not being made to suppliers, significant renovations were carried out using Co-op funds for certain members, including some of the Board members. In 2020 and 2021, the Co-op paid certain invoices of the general contractor, Sinai Plumbing Inc., totaling approximately \$330,000.00.
- 39. As noted above, the Receiver is attending to, and continues to attend to, the required unit repairs.

5.4 Other Identified Concerns

- 40. CFDI identified other concerns apparent from the records that it reviewed. These are summarized below:
 - a) During conversations with various residents, CFDI learned that many different persons appeared to reside in Unit 312, registered to an individual, BE, indicating that Unit 312 may have been sublet by BE with management's knowledge.

- b) Indication that \$1,000.00 in Co-op funds may have been "donated" to Ms. Kerr in relation to the passing of her brother "as condolences for her beloved brothers on behalf of the board of directors". The email thread incudes an email from Lessley Manso, on behalf of the Board of Directors, indicating that something similar was done for another Co-op member in the past. Ms. Manso also requested that management pay for a fruit basket to be delivered to Ms. Kerr. A copy of this email is included as document #27, **Appendix "N": Additional Documentation**.
- c) Correspondence indicates that the former Board denied an internal transfer request on the basis of RGI requirements. The correspondence implies that management and/or the former Board attempted to use the transfer request to suggest to the resident that they petition against the City's RGI requirements. The Receiver notes that an existing resident transferring to a different unit in the project would be neutral to the RGI numbers. This was conveyed by the resident who stated in correspondence:

"I don't understand what the petition has to do with my apartment transfer request. After reading the letters, it seems like an ultimatum and if I don't do a petition, I won't receive the apartment transfer that was agreed upon... I am in need of the two-bedroom unit as per my initial request; the board is currently aware that I am expecting a child therefore a two bedroom unit is required urgently."

(See document #28, Appendix "N": Additional Documentation).

41. The Receiver notes that within the Co-Op's records, there is a long list of maintenance and repair requests. However, there are little or no records that track the status of these requests. The Receiver continues to work with CFDI to address all maintenance and repair issues to the best of its ability.

6.0 DISCUSSIONS WITH YORK UNIVERSITY

42. The Co-op leases the lands on which the Housing Project operates pursuant to a lease agreement dated January 31, 1992 (the "Lease") from York University ("**York**"). The term of the Lease is for 45 years from the Commencement Date (as that term is defined in the Lease). The Receiver understands that the Commencement Date was January 31, 1992, such that the Lease term expires on January 31, 2037.

- 43. On May 22, 2024, the Receiver and its lawyers met with representatives of York and the City to discuss the status of the receivership and the Co-op. In addition to questions regarding the status of the capital projects and unit repairs/maintenance issues, York inquired as to the status of governance issues that led to the receivership appointment. The Receiver advised that it was premature to consider addressing governance issues at that time but that when it was ready to do so, it would report to the Court and make recommendations.
- 44. York advised the Receiver that the University was undergoing a vision strategy of the surrounding lands to the campus, which included the Co-op leased lands. York advised that part of this exercise included considerations as to the strategy regarding residential spaces and affordable housing. While no details could be provided to the Receiver, York acknowledged that considerations included whether the Housing Project should continue to be managed in its current form, or by a different entity.
- 45. The Receiver acknowledged that as it addressed the governance concerns at the Coop and a plan for terminating the receivership, it would be appropriate to confer with York. The parties discussed a number of issues and concerns of relevance in the context of ending the receivership and management of the Housing Project.
- 46. At the conclusion of the meeting, York acknowledged that it would provide updates as appropriate with respect to its plan for the campus lands and any potential impact on the Housing Project.
- 47. Since that meeting, the Receiver has not had any significant communication with York. The Receiver corresponded with York to schedule a follow-up meeting in April 2025. However, York's representatives were not available for a meeting. The Receiver will keep York informed of next steps, including with respect to the RFEIQ Process (described below).

7.0 COMMUNICATIONS WITH BOARD OF DIRECTORS

48. Since the last attendance before the Court, the Receiver has had limited communication with the former Board members or counsel to the former Board, Betty's Law Office ("Betty's Law").

- 49. Between May 16, 2024 and June 4, 2024, Betty's Law and WeirFoulds exchanged several emails regarding a request by Betty's Law to submit its accounts to the City to consider settlement of the invoices. The Receiver forwarded the accounts as requested to the City.
- 50. On September 11, 2024, WeirFoulds wrote to Betty's Law requesting certain information to assist the Receiver to work toward a potential resolution of the triggering events. A copy of this letter is attached as **Appendix "O"**. The Receiver requested, among other things:
 - a) Whether any annual meetings of the Board occurred since the Receiver's appointment on March 14, 2023;
 - b) Whether the Board had taken any steps to address the inadequacy or absence of certain policies and procedures identified in the Notice of Triggering Events.
- 51. Betty's Law did not respond to the letter and, on February 12, 2025, WeirFoulds followed up requesting either a response or confirmation if Betty's Law was no longer retained to act. On February 18, 2025, WeirFoulds sent another follow up email to which Betty's Law acknowledged receipt but did not provide a substantive response to the letter. WeirFoulds advised Betty's Law that a court date had been booked for March 28, 2025. Unfortunately, Mr. Courtney Betty of Betty's Law advised that he would not be available on that date but would like to make submissions. On February 19, 2025, WeirFoulds requested Mr. Betty's availability for the following two weeks. Not having received a response, WeirFoulds followed up on February 24, 2025. Betty's Law advised that the entire month of April was not convenient and requested a date in the second week of May. A copy of the email chain from WeirFoulds to Betty's Law is attached as **Appendix "P"**.
- 52. In its email dated March 6, 2025, which appears in Appendix "P", Betty's Law also advised that the former Board did not have access to certain areas of the Co-op to "properly carry out their duties and host meetings." On behalf of the former Board, Betty's Law requested a key and access to certain rooms in the building and return of a computer and printer. The email concluded by advising that "The Board intents [sic] to have a meeting as soon as practically possible in the boardroom to properly address the questions raised in your letter of September 2024."

- 53. WeirFoulds responded to the March 6 Email, noting that given that this was the first time such a request was being made for access, it appeared that the former Board had not met since the Receiver's appointment, nor conducted any business. WeirFoulds also provided the Receiver's position with respect to the request for access to the boardroom and in particular, that access would need to be arranged through the property manager in advance. The Receiver advised that it would arrange for a second key to be made so that the Board could sign it out for access. With respect to the computer, the Receiver advised that it still had not received the password for access from the former Board and that it was not prepared to return the computer until it first had the opportunity to access the computer and review the books and records stored digitally.
- 54. In response, Betty's Law expressed shock and alleged the Receiver "took no steps to address the City's concerns" and tried to "blame the Board". WeirFoulds responded to this email on March 12, 2025 to clarify and correct certain matters, including that the Receiver has carried out its mandate and had addressed many of the City's concerns. A copy of the email exchange from March 6, 2025 to March 12, 2025 is attached as **Appendix "Q"**.
- 55. On April 16, 2025, WeirFoulds wrote to Betty's Law to advise that the extra key to the boardroom had been made and was available to sign out for access to the boardroom in the building. As of the date of this Second Report, neither Betty's Law nor any member of the Board has requested access to the key or the room.

8.0 REQUEST FOR EXPRESSIONS OF INTEREST AND QUALIFICATIONS

- 56. The Receiver has reviewed the operations of the Housing Project, including the internal records available following its appointment, and the findings of the CFDI, referenced and reported above. It has engaged with certain key stakeholders, namely City of Toronto (the area Service Manager), and York University (the Housing Project's landlord).
- 57. Following the steps taken by the Receiver as detailed in sections 3 (Receiver's Activities) and 4 (Capital Repair Project Status Update), above, the Receiver is of the

- view that it is appropriate to begin evaluating what steps ought to be taken next in order to transition the Housing Project out of receivership.
- 58. An objective review of the Housing Project's operations prior to the issuance of the Appointment Order indicates significant concern with the ability or willingness of the former Board to manage the Co-op or to address the triggering events that were brought to its attention. The former Board's Court materials, namely, the Affidavit of Rosell Kerr in the Responding Application Record on the City's application for an Order appointing a receiver, illustrates internal tensions within the Co-op's membership that should be considered. These historical governance issues should be taken into account in determining the next steps in the transition out of receivership.
- 59. For example, the Receiver notes the following excerpt from a letter provided to Ms. Julie Western Set on October 26, 2020 from Ms. Kerr on behalf of the former Board, which is Exhibit "N" to the First Western Set Affidavit, a copy of which is reproduced as **Appendix "R"**. The excerpt highlights the recognition by the former Board of internal tensions among some of the members:

"We would like to take a moment and talk about the cell of members that are calling the City instead of bringing any unfair treatment from the Board to the membership... These are only a fraction of the issues that this Board and Management are encountering from a few members. However, it is concerning that when this practice gets out that they can bully the Board and Management through the City, CHFT and other sectors to avoid abiding by the rules, the Co-op will soon go back to being lawless and fall apart...."

- 60. The Receiver would, under normal circumstances, recommend that an election be held and that a new board of directors be constituted. Responsibility for the continued management of the Co-op would then be transitioned to the newly elected Board. Given the governance issues and internal tensions among members described above, the Receiver recommends that the Co-op's entire membership be engaged to determine if there is a pool of members who (i) are interested in volunteering to serve on the Co-op's Board and (ii) have the requisite qualifications to do so.
- 61. The Receiver proposes a preliminary process for engaging with the membership to help the Receiver formulate a recommendation for the Court's consideration on the question of whether it is viable for the Housing Project to continue operating within the co-operative housing model.

- 62. This preliminary process would entail soliciting expressions of interest and qualifications from existing Members. In developing this Request for Expressions of Interest and Qualifications ("**RFEIQ**") process, the Receiver has considered:
 - a) the statutory and operational framework within which the Co-op exists (discussed below);
 - b) the nature of the triggering events leading to the appointment of the Receiver (set out in the Application Record and summarized below); and
 - c) the findings of CFDI with respect to the prior Board's management of the Co-op (as described above).

8.1 Statutory and Operational Framework

63. The Co-op is a co-operative housing project, incorporated under the *Co-operative Corporations Act* ("**Co-op Act**"). The Co-op also operates as a social housing program under the provisions of the *Housing Services Act* ("*HSA*"). The First Western Set Affidavit sets out the framework within which the Co-op operates in more detail.

8.1.1 The Co-op Act

- 64. HSC is an independent, self-governing co-operative housing corporation with a Board of Directors elected by its membership. The board is responsible for making decisions related to the governance of the corporation, including giving appropriate direction to building management and staff who are responsible for the day-to-day operation of the Co-op.
- 65. In addition to common director requirements relating to age, bankruptcy status, and residency in Canada, the Co-op Act also requires that subject to certain exceptions, board members must be a member of the co-operative corporation. The Receiver notes that the exception for appointment of a non-member director does not apply where the co-operative corporation is a non-profit housing co-operative, such as HSC.
- 66. The Receiver obtained the available books and records of HSC. The Receiver is not certain if the books and records are complete or up to date. Of note, however, is HSC's Organizational By-Law No. 26 which states that a director must also be a "member in

good standing", defined in Article 4.2 of the Co-op's Organizational By-Law as a member (a) who is not in arrears; (b) who is eighteen years or older; (c) who is not a undischarged bankrupt; and (d) who is capable of managing property within the meaning of the *Substitute Decisions Act*, 1992.

8.1.2 HSC Social Housing Program

- 67. Social housing programs are government-funded initiates designed to provide affordable rental accommodation to low-income households. Under these programs, co-operative non-profit corporations make rental units available to eligible individuals and families who are part of low-income households. According to the City, under the HSA, housing providers' obligations include, but are not limited to, the establishment of (and adherence to) prescribed RGI practices and protocols and using the government funding it receives appropriately.
- 68. As of the time of the 2022 Western Set Affidavit, there were 14,494 households on the City's waiting list to receive housing at HSC. Of those households, 2,510 had been on the waiting list for more than 10 years. HSC operates a social housing program at 51 The Chimneystack Road. As stated previously herein, the Housing Project rests on land that is owned by, and leased from, York University. The Housing Project is comprised of a number of buildings that contain 164 units. Since 2019, the Housing Project was required to maintain a minimum of 90 RGI units.
- 69. Under section 68 of the HSA, a service manager (in this case the City) is directed to administer and fund a "transferred housing program", as it relates to a housing project designated in the regulations. Under Ontario Regulation 368/11, Schedule 33, the Housing Project operated by the Co-op is listed as a designated "transferred housing program" and is listed as Program Category 6(b). Being a Program Category 6(b) transferred housing program prescribes the assistance programs in which the Co-Op is entitled to participate. As a "transferred housing program", the Co-op's operations are governed by Part VII of the HSA.
- 70. Since 2002, the City has held the responsibility of funding and administering the Housing Project. The Housing Project receives two forms of subsidy an operating subsidy and a rent subsidy pursuant to formulae set out in regulations promulgated under the HSA, including Ontario Regulation 369/11. These subsidies are described

in the 2022 Western Set Affidavit at paragraphs 14-20. As of the time of the 2022 Western Set Affidavit, the Housing Project was receiving a total monthly subsidy of \$128,640. The estimated combined operating and rental annual subsidy for the fiscal year ending June 30, 2023 was \$1,534,680.

8.1.3 Rent-Geared-to-Income Program

- 71. Under Part VII of the HSA, section 77(1) provides that for each Part VII housing project, there shall be a target for:
 - a) The number of units occupied by households receiving rent-geared-to-income assistance as defined in section 38; and,
 - b) The number of modified units (defined as a unit that has been modified so as to be accessible to an individual with a physical disability so as to allow such an individual with a physical disability to live independently).
- 72. The rules for rent-geared-to-income assistance are set out in Ontario Regulation 367/11, sections 17 to 67, which sets out comprehensive rules relating to:
 - a) Eligibility;
 - b) Occupancy Standards;
 - c) Application and Determination;
 - d) Selection System;
 - e) Priority Rules; and
 - f) Miscellaneous matters.
- 73. While these rules are generally applicable to the service manager (the City), the housing provider (the Co-op) is, pursuant to section 75 of the HSA, expected to cooperate with the City to comply with the HSA and the Regulations, including the rent-geared-to-income assistance rules.

8.2 The Triggering Events

- 74. Section 83 of the *HSA* details "triggering events" which could allow the City to take action pursuant to sections 84 to 98 of the *HSA*. The Receiver summarizes the triggering events that led to the City's application to appoint the Receiver. Attached as **Appendix** "S", the Receiver reproduces the March 29, 2021, notice of triggering events delivered to the Co-op (the "NTE"), which provided:
 - a) The Co-op contravened subsection 75(1) of the *HSA* by failing to operate the housing project and govern itself in accordance with the prescribed provincial requirements and local standards made by the City. It had inadequately documented policies dealing with, among other things, internal transfers, records management, and reviews regarding RGI households. HSC also failed to correctly implement required policies and procedures regarding the administration of its RGI units and/or the filling of any vacant RGI units.
 - b) The Co-op contravened subsection 69(2) of the *HSA* by failing to ensure that the Housing Project was well managed. Among other things, it had failed to establish appropriate governance procedures.
 - c) The Co-op contravened subsection s. 83(11) of the *HSA* by failing to operate the Housing Project properly, as evidenced by its significant deficit, its poor financial position, and its failure to establish adequate internal financial controls.
- 75. The NTE set out the steps that HSC was required to take to address the identified contraventions. It stated how the failure to address these contraventions may result in the City exercising any or all remedies available to it under section 85 of the *HSA*.7

8.3 Proposed RFEIQ Process

76. In all of the circumstances, the Receiver recommends a preliminary process to provide information to Members, particularly in relation to the nature of the duties and obligations expected of a board member and the nature of triggering events that

⁶ 2022 Western Set Affidavit, at para 67.

⁷ 2022 Western Set Affidavit, at para 69.

- may need to addressed, which the Receiver cannot remedy or address as they concern governance and ongoing operational matters.
- 77. The Receiver's proposed RFEIQ process, attached hereto as **Appendix "T"**, is structured with three distinct phases:
 - a) an information phase designed to provide necessary information to the Members;
 - b) a solicitation phase, where the Receiver will solicit and receive expressions of interest and qualifications from Members; and
 - c) an evaluation phase, through which the Receiver will evaluate and assess the viability of continuation as a co-operative housing project.
- 78. The Receiver seeks this Court's approval of, and authorization to implement, the RFEIQ process. Following the RFEIQ process, the Receiver will report back to the Court and if appropriate, provide recommendations as to whether an election should be implemented, or if another process may be more appropriate.

9.0 RECEIVER'S INTERIM SRD

- 79. Attached hereto as **Appendix** "U" is the Receiver's Interim SRD for the period March 14, 2023 to April 20, 2025. During this period, cash receipts were \$8,407,463 and cash disbursements were \$8,186,186, resulting in an excess of receipts over disbursements of \$221,277.
- 80. The Receiver has left open HSC's operating account to which, among other things, residents of the Co-op pay housing and parking charges via electronic funds transfers and the City deposits its monthly subsidy payments. The Receiver, on a monthly basis, sweeps this operating account and transfers substantially all of the funds in it to the Receiver's trust account. The balance in HSC's operating account as of April 20, 2025 was \$74,110.18.

10.0 PROFESSIONAL FEES AND DISBURSEMENTS

- 81. Pursuant to paragraph 20 of the Appointment Order, the Receiver and its counsel are to be paid their reasonable fees and disbursements at their standard rates and charges, incurred both before and after the making of the Appointment Order. Pursuant to paragraph 21 of the Appointment Order, the Receiver and its counsel shall pass their accounts before the Court.
- 82. The fees and disbursements of the Receiver for the period from March 14, 2023 to January 31, 2024 were previously approved by the Court pursuant to the April 29th Order.
- 83. The Receiver's accounts from February 1, 2024 to March 31, 2025 total \$191,936.00 and \$184.32 in fees and disbursements, respectively, plus HST of \$24,975.68 for a total amount of \$217,096.00. A copy of the Receiver's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Arif Dhanani sworn on April 30, 2025 and attached to this Report as **Appendix "V"**.
- 84. The total fees and disbursements of WeirFoulds LLP, as insolvency counsel to the Receiver, for the period from March 18, 2024 to March 31, 2025, were fees of \$112,047.50, plus disbursements of \$339.00, plus HST of \$14,610.27, for a total of \$126,996.77 (the "WeirFoulds' Invoices"). The Receiver is therefore requesting approval of the WeirFoulds' Invoices in the amount of \$126,996.77, inclusive of HST. A copy of the WeirFoulds' Invoices and the time spent by WeirFoulds is more particularly described in the Fee Affidavit of Philip Cho sworn April 29, 2025, which is attached hereto as **Appendix** "W".

11.0 CONCLUSION AND RECOMMENDATION

85. The Receiver is continuing to work with the City, CFDI and various other constituents, to ensure that the Housing Project is operating in a manner consistent with the *HSA* and to complete the various capital repairs projects, which the City has approved and funded. The Receiver also is working with the City to seek and obtain appropriate extensions for some of the capital repair projects.

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86. The Receiver recommends continuing the appointment of the Receiver until such

time as the Housing Project is being operated in full compliance with the HSA, the

various capital repairs projects approved and funded by the City being completed and

the housing provider set to assume responsibility for managing and operating the

housing project at that stage is capable of managing the housing project as a going

concern with the support of the City and other stakeholders. The City of Toronto has

advised that it is supportive of this recommendation.

87. The Receiver also recommends that this Court authorize the Receiver to implement

the RFEIQ Process such that the Receiver can return to the Court and report on

whether there are sufficient number of Members willing and able to serve as board

members.

12.0 RECEIVER'S REQUEST OF THE COURT

88. Based on the foregoing, the Receiver respectfully requests that the Court grant the

order described in paragraph 6 (d) above.

All of which is respectfully submitted to this Court as of this 30th day of April 2025.

TDB RESTRUCTURING LIMITED, solely in its capacity

as Receiver and Manager of Harry Sherman Crowe Housing

Cooperative Inc. and not in its personal or corporate capacity

Per:

Arif Dhanani, CPA, CA, CIRP, LIT

Managing Director

APPENDIX A



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

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE MR.)	TUESDAY, THE
)	
JUSTICE PENNY)	14 TH DAY OF MARCH, 2023

CITY OF TORONTO

Applicant

- and -

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

ORDER

(appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 85(7) of the *Housing Services Act*, 2011, S.O. 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"), appointing RSM Canada Limited as receiver and manager (in such capacities, the "Receiver"), without security, of all of the assets, undertakings, and properties of Harry Sherman Crowe Housing Co-operative Inc. ("Harry Sherman" or "the Housing Provider"), acquired for, or used in relation to, the operation of the Housing Provider, including the housing project at 51 The Chimneystack Road on the York University Campus in the City of Toronto, Province of Ontario (the "Housing Project"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Application Records and Facta before the Court, the Consent of RSM Canada Limited to act as the Receiver, and on Consent of the parties:

APPOINTMENT

1. THIS COURT ORDERS that pursuant to section 85(7) of the HSA and section 101 of the CJA, RSM Canada Limited is hereby appointed as Receiver, without security, of all of the assets, undertakings, and properties of the Housing Provider acquired for, or used in relation to, a business carried on by the Housing Provider, including the Housing Project, and including all proceeds thereof (the "Property").

RECEIVER'S POWERS

- 2. 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 complies with 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 Housing Provider 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; 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* shall not be required;

- (l) to report to, meet with and discuss with such Persons (as defined below), as well as the City of Toronto, as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, as the Receiver deems advisable and pursuant to the terms set out below, subject to such terms as to confidentiality;
- (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 the Respondent, the Respondent's Board of Directors, and any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 3. THIS COURT ORDERS that (i) the Respondent, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and 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.
- 4. 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")

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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 4 or in paragraph 5 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.

5. 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

6. 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

7. 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 Court File No./N° du dossier du greffe : CV-22-00688248-00CL

of the Respondent or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

8. 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

- 9. 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 Receiver or leave of this Court.
- 10. 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.
- 11. 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.

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REPORTING REQUIREMENTS

- THIS COURT ORDERS that the Receiver shall provide quarterly updates to the 12. Applicant Service Manager, which reports shall be shared with the Respondent and its members, to update the Service Manager and, through it, the Housing Provider and its membership, of the actions taken and decisions made by the Receiver in respect of the Property, provided that the information included in such reports shall be in the sole discretion of the Receiver.
- 13. THIS COURT ORDERS that the Receiver shall also provide an annual report to this Court, the purpose of which is to advise the Court of the actions taken and decisions made by the Receiver under its appointment.

CONTINUATION OF SERVICES

14. 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

15. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver, and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and 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 (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

16. 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 employeerelated liabilities, including any successor employer liabilities as may provided under any other applicable legislation, other than such amounts as the Receiver may specifically agree in writing to pay.

PIPEDA

17. 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

THIS COURT ORDERS that nothing herein contained shall require the Receiver to 18. 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, Electronically issued / Délivré par voie électronique : 14-Mar-2023 Toronto Superior Court of Justice / Cour supérieure de justice

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 all 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.

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LIMITATION ON THE RECEIVER'S LIABILITY

19. 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. Nothing in this Order shall derogate from the protections afforded the Receiver by any other applicable legislation, including the protections afforded to the Receiver by the HSA and its regulations or any other applicable legislation.

RECEIVER'S ACCOUNTS

20. 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

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- 21. 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.
- 22. 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. Any monies advanced to the Receiver and/or the Receiver's Legal Counsel, as set out in this paragraph, shall be reimbursed to the Respondent Applicant, following notice by the Receiver to the Applicant of such advances.

FUNDING OF THE RECEIVERSHIP

- 23. 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 \$500,000 (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 and the limitations set out in the provisions of the HSA and its regulations.
- 24. 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.

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- 25. 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.
- 26. 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

- 27. 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 http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-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 http://www.rsmcanada.com/harry-sherman-crowe-housing-co-op
- 28. 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

- 29. 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.
- 30. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Housing Provider.
- 31. 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.
- 32. 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.
- 33. 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.



5.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO
AMOUNT \$
1. THIS IS TO CERTIFY that RSM Canada Limited, the receiver and manager (the
"Receiver") without security, of all of the assets, undertakings, and properties of Harry Sherman
Crowe Housing Co-operative Inc. (the "Housing Provider") acquired for, or used in relation to a
business carried on by the Housing Provider, including operation of the housing project at 51
The Chimneystack Road on the York University Campus in the City of Toronto, Province of
Ontario, 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.
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.

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.
- 7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the day of _	, 20
	RSM CANADA LIMITED, solely in its capacity as Receiver of the Property, and not in its personal capacity
	Per:
	Name:
	Title:

Court File No./N° du dossier du greffe: CV-22-00688248-00CL

COULTERIOR OF THE TOUGOUNT TOUGO

BETWEEN:

Electronically issued / Délivré par voie électronique : 14-Mar-2023 Toronto Superior Court of Justice / Cour supérieure de justice

CITY OF TORONTO

(Applicant)

-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

(Respondent)

ONTARIO

SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

ORDER

Proceeding commenced at Toronto

(appointing Receiver, dated March 14, 2023)

CITY SOLICITOR'S OFFICE

City of Toronto, Legal Services

Station 1260, Metro Hall

Toronto, ON M5V 3C6 55 John St., 26th Floor

Mark Siboni/Ryan Krahn

LSO Nos. 50101V/74645M

(416) 392-9786/(416) 338-1395 (416) 397-5624 Tel:

mark.siboni@toronto.ca Email: Fax:

Lawyers for the Applicant, City of Toronto

APPENDIX B

Court File No. CV-24-00715515-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

THE HONOURABLE MADAM)	FRIDAY, THE 1 ST
JUSTICE CONWAY)	DAY OFMARCH, 2024

BETWEEN:

TDB RESTRUCTURING LIMITED

Applicant

and

RSM CANADA OPERATIONS ULC

Respondent

APPLICATION UNDER Rule 14.05(3)(h) of the Rules of Civil Procedure

SUBSTITUTION ORDER

THIS APPLICATION made by TDB Restructuring Limited ("**TDB**") for an order, among other things, substituting the name of RSM Canada Limited with the name TDB Restructuring Limited on the Substituted Mandates (as defined below), was heard was heard this day by way of judicial video conference in Toronto, Ontario by Zoom videoconference

ON READING the Application Record of TDB, including the Affidavit of Bryan A. Tannenbaum sworn February 27, 2024, together with the exhibits attached thereto (the "**Affidavit**"), and on hearing the submissions of counsel for TDB, no one else appearing, although served as evidenced by the Affidavit of Service of Lynda Christodoulou sworn February 28, 2024

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

BIA MANDATES

- 2. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name of RSM Canada Limited as Trustee in Bankruptcy (the "Bankruptcy Trustee") of the estate files listed as bankruptcies on Schedule "A" hereto (the "BIA Estates") and as Proposal Trustee (the "Proposal Trustee") of the estate files listed as proposals on Schedule "A" hereto (collectively with the BIA Estates, the "BIA Mandates") and any reference to the name RSM Canada Limited in any Court Order in respect of such BIA Mandates or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.
- 3. **THIS COURT ORDERS** that, for greater certainty all, real and personal property wherever situate of the BIA Estates shall be, remain and is hereby vested in TDB Restructuring Limited in its capacity as Bankruptcy Trustee, to be dealt with by TDB Restructuring Limited in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"), pursuant to its powers and obligations as Bankruptcy Trustee of the BIA Estates.
- 4. **THIS COURT ORDERS** that TDB Restructuring Limited is authorized and directed to continue and to complete the administration of the BIA Mandates, to deal with the property in the BIA Mandates in accordance with its duties and functions as Bankruptcy Trustee or Proposal Trustee, as the case may be, as set out in the BIA and to receive all remuneration of the Bankruptcy Trustee or Proposal Trustee in the BIA Mandates for services performed from the commencement of each of the BIA Mandates until the discharge of the Bankruptcy Trustee or Proposal Trustee, as applicable.
- 5. **THIS COURT ORDERS** that that the requirement and responsibility for taxation of the Bankruptcy Trustee's or Proposal Trustee's accounts in respect of the BIA Mandates with respect to all work performed in respect of such BIA Mandate from the initial appointment of RSM Canada Limited or any other party, through to the completion of the administration of such BIA Mandates and discharge of TDB Restructuring Limited as Bankruptcy Trustee or Proposal Trustee, as applicable, shall be completed using the name TDB Restructuring Limited.

6. **THIS COURT ORDERS AND DIRECTS** that to the extent that security has been given in the name of RSM Canada Limited in cash or by bond of a guarantee company pursuant to section 16(1) of the BIA (the "Security"), such Security shall be transferred from the name RSM Canada Limited to the name TDB Restructuring Limited and any party holding such Security be and is hereby directed to take all steps necessary to effect such transfer. TDB Restructuring Limited shall retain all obligations respecting the Security.

RECEIVERSHIP PROCEEDINGS

7. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name RSM Canada Limited as the Receiver, Receiver and Manager, or Interim Receiver (collectively, "**Receiver**") in respect of the mandates listed in Schedule "B" hereto (the "**Receivership Proceedings**") and any reference to the name RSM Canada Limited in any Court Order in respect of such Receivership Proceedings or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.

CCAA PROCEEDINGS

8. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name of RSM Canada Limited as Monitor of the estate files listed as CCAA restructuring proceedings on Schedule "C" hereto (the "CCAA Estates") and any reference to the name RSM Canada Limited in any Court Order in respect of such mandates (the "CCAA Mandates") or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.

ESTATE TRUSTEE DURING LITIGATION PROCEEDINGS

9. **THIS COURT ORDERS** that: (i) the name TDB Restructuring Limited be and is hereby substituted in place of the name RSM Canada Limited as Estate Trustee During Litigation in respect of the mandate listed in Schedule "D" hereto; and (ii) the name Bryan A. Tannenbaum of TDB Restructuring Limited be and is hereby substituted in place of the name Bryan A. Tannenbaum of RSM Canada Limited as Estate Trustee During Litigation in respect of the mandate listed in Schedule "D" (collectively, the "**Estate Mandates**"), and any reference to the name RSM Canada Limited in any Court Order in respect of such Estate Mandates or any

schedule to such Court Order shall be replaced by the name TDB Restructuring Limited. Collectively, the BIA Mandates, the Receivership Proceedings, the CCAA Mandates and the Estate Mandates are referred to herein as the "Substituted Matters").

SUBSTITUTED MANDATES

- 10. THIS COURT ORDERS that TDB Restructuring Limited (and its directors, officers, employees, agents, legal counsel and other representatives, as applicable) will continue to have all rights, benefits, protections and obligations granted to RSM Canada Limited (and its legal counsel and representatives, as applicable) under any order made in the Substituted Mandates or any statute applicable to the Substituted Mandates or any contract or agreement to which TDB Restructuring Limited is party under the name RSM Canada Limited in the Substituted Mandates. For greater certainty and without limitation, this includes the benefit of any indemnity, charge or priority granted in the Substituted Mandates and relief from the application of any statute including the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA").
- 11. **THIS COURT ORDERS** that to the extent required by the applicable Orders in the Substituted Mandates, the accounts of RSM Canada Limited and its legal counsel in respect of the Substituted Mandates shall be passed in accordance with the applicable Orders in the Substituted Mandates in the name and on the application of TDB Restructuring Limited.

ACCOUNTS

12. **THIS COURT ORDERS** that TDB Restructuring Limited be and is hereby authorized to transfer any and all accounts from the name RSM Canada Limited to the name TDB Restructuring Limited and, if the name on such accounts cannot be changed, to transfer all funds that remain in its trust bank accounts that belong or relate to the Substituted Mandates, or otherwise, to accounts in the name TDB Restructuring Limited, and TDB Restructuring Limited be and is hereby authorized to take all steps and to execute any instrument required for such purpose. Any bank, financial institution or other deposit-taking institution with which TDB Restructuring Limited banks be and is hereby authorized to rely on this Order for all purposes of

this paragraph and shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any of the foregoing actions.

13. **THIS COURT ORDERS AND DIRECTS** that TDB Restructuring Limited be and is hereby authorized to endorse for deposit, deposit, transfer, sign, accept or otherwise deal with all cheques, bank drafts, money orders, cash or other remittances received in relation to any of the Substituted Mandates where such cheques, bank drafts, money orders, cash or other remittances are made payable or delivered to the name TDB Restructuring Limited, in relation to the same, and any bank, financial institution or other deposit-taking institution with which TDB Restructuring Limited banks be and is hereby authorized to rely on this Order for all purposes of this paragraph and shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any of the foregoing actions.

GENERAL

- 14. **THIS COURT ORDERS** that this Order shall be effective in all judicial districts in Ontario which govern any of the Substituted Mandates.
- 15. **THIS COURT ORDERS** that the requirement for a separate Notice of Motion and supporting Affidavit to be filed in the Court file of each of the Substituted Mandates be and is hereby waived.
- 16. THIS COURT ORDERS that TDB Restructuring Limited shall notify the parties on the Service Lists of the Substituted Mandates (if applicable) of the new website established for such Substituted Mandate and shall post a copy of this Order to the website of each Substituted Mandate and that such notice shall satisfy all requirements for service or notification of this motion and this Order on any interested party in the Substituted Mandates including, without limitation, proven creditors within the BIA Mandates, parties on the Service Lists of the Substituted Mandates (if applicable), the applicable bankrupts or debtors within the Substituted Mandates, and any other person, and any other requirements of service or notification of this motion be and is hereby waived.
- 17. **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 TDB Restructuring Limited 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 TDB Restructuring Limited as may be necessary or desirable to give effect to this Order, or to assist TDB Restructuring Limited and its agents in carrying out the terms of this Order.

18. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry or filing.

Schedule "A": BIA Mandates

Bankruptcies

ankr	Name	Estate Number
1.	Carrington Homes Limited	31-457618
2.	Fernicola, George	31-457619
3.	D. Mady Investments Inc.	31-2281994
4.	Eco Energy Home Services Inc.	31-2502463
5.	Ontario HVAC & Water Inc.	31-2613545
6.	2305992 Ontario Inc.	31-2655918
7.	Fernwood Developments (Ontario) Corporation	31-2661061
8.	Legal Print and Copy Incorporated	31-2884436
9.	Commerce Copy Incorporated	31-2884438
10	. TDI-Dynamic Canada, ULC	31-2903815
11	. Limestone Labs Limited	31-2907613
12	. 2465409 Ontario Inc.	31-2939766
13	. Creative Wealth Media Finance Corp.	31-3003083
14	. Knight-Pro Inc.	31-3013900
15	. Ulmer, Blair	32-159136

Division 1 Proposals

	Name	Estate Number
1.	Vaughn Mills Packaging Ltd.	31-2895096
2.	RLogistics Limited Partnership	31-3040679
3.	RLogistics Inc.	31-3042209
4.	1696308 Ontario Inc.	31-3042213

Schedule "B": Receivership Proceedings

	Name	Court / OSB Number
1.	Z. Desjardins Holdings Inc.	CV-23-00706607-00CL
2.	485, 501 and 511 Ontario Street South, Milton, ON	CV-23-00696349-00CL
3.	Eco Energy Home Services Inc.	CV-19-614122-00CL
4.	3070 Ellesmere Developments Inc.	CV-19-00627187-00CL
5.	Fernwood Developments Ontario Corporation	CV-20-00635523-00CL
6.	Utilecredit Corp.	CV-20-00636417
7.	134, 148, 152, 184/188, 214, 224 and 226 Harwood Avenue, Ajax, ON	CV-20-00651299-00CL
8.	Greenvilla (Sutton) Investment Limited (private receivership)	31-459273
9.	2088556 Ontario Inc. (private receivership)	31-459274
10	. 935860 Ontario Limited (private receivership)	31-459275
11	. Areacor Inc.	CV-22-00674747-00CL
12	Limestone Labs Limited and CleanSlate Technologies Incorporated (private receivership)	31-459498
13	. 12252856 Canada Inc.	CV-22-00691528-00CL
14	. Harry Sherman Crowe Housing Co-operative Inc.	CV-22-00688248-00CL
15	. Richmond Hill Re-Dev Corporation	CV-23-00695238-00CL
16	. Stateview Homes (Hampton Heights) Inc.	CV-23-00700356-00CL
17	. 142 Queenston Street, St. Catharines, ON	CV-23-00705617-00CL
18	. 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, ON	CV-23-00701672-00CL
19	. 311 Conacher Drive, Kingston, ON	CV-23-00701672-00CL
20	. Real Property owned by King David Inc.	CV-23-00710411-00CL
21	. CBJ Developments Inc. et al.	CV-23-00707989-00CL
22	. 25 Neighbourhood Lane, Etobicoke, ON M8Y 0C4	31-459784

Schedule "C": CCAA Proceedings

Name

1. Quality Sterling Group, comprising Quality Rugs of Canada Ltd., Timeline Floors Inc., Ontario Flooring Ltd., Weston Hardwood Design Centre Inc., Malvern Contact Interiors Ltd., Timeline Floor Inc. Ontario Flooring Ltd. Weston Hardwood Design Centre Inc. Malvern Contract Interior Limited Quality Commercial Carpet Corporation Joseph Douglas Pacione Holding Ltd. John Anthony Pacione Holding Ltd. Jopac Enterprises Limited, and Patjo Holding Inc.

Court Number

CV-23-00703933-00CL

Schedule "D": Estate Trustee During Litigation Proceedings

Name	Court Number
1. The Estate of Sarah (Sue) Turk *	01-3188/14
2. The Estate of Sarah (Sue) Turk *	05-35/14
3. The Estate of Lev Alexandr Karp - discharge	05-100/17
pending	05-265/17
4. The Estate of Peter Trezzi	01-4647/16
5. The Estate of Florence Maud Anderson *	05-159/19
6. Estate of Murray Burke	2988/19
7. Estate of Robert James Cornish	CV- 23-00693852-00ES
8. Estate of Anne Takaki *	CV-22-00011105-00ES
9. Estate of John Takaki *	CV-22-00011105-00ES
10. Estate of James Frederick Kay **	06-006/14
11. Klaczkowski Family Trust **	CV-21-00659498-00ES
12. Estate of Ethel Ailene Cork **	CV-23-00710309-00ES
13. Estate of Justin Milton Cork **	CV-23-00710291-00ES

^{*} In the name of Bryan A. Tannenbaum of RSM Canada Limited.

^{**} In the name of Bryan A. Tannenbaum only.

TDR	RESTR	UCTUR	ING I	LIMITED
IDD			\mathbf{u}_{1}	

and

RSM CANADA OPERATIONS ULC

Court File No. CV-24-00715515-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceedings commenced at TORONTO

ORDER

CHAITONS LLP

Barristers and Solicitors 5000 Yonge Street, 10th Floor Toronto, ON M2N 7E9

Maya Poliak (LSUC #54100A)

Tel: 416-218-1161

Email: maya @chaitons.com

Lawyers for the Applicant

APPENDIX C





TDB Restructuring Limited

Licensed Insolvency Trus

11 King St. W., Suite 700 © Toronto, ON M5H 4C7

info@tdbadvisory.ca ⊠ 416-575-4440 % 416-915-6228 ᡤ

tdbadvisory.ca

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

FIRST REPORT TO THE COURT OF TDB RESTRUCTURING LIMITED

MARCH 19, 2024

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

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CITY OF TORONTO

Applicant

-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

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1.0 INTRODUCTION

- 1. By order of the Ontario Superior Court of Justice (the "Court") dated March 14, 2023 (the "Appointment Order"), RSM Canada Limited was appointed receiver and manager (the "Receiver"), without security, of all of the assets, undertakings and properties of Harry Sherman Housing Cooperative Inc. ("HSC" or the "Co-op") acquired for, or used in relation to a business carried on by HSC, including all proceeds thereof (the "Property"). A copy of the Appointment Order is attached hereto as Appendix "A".
- 2. On March 1, 2024, the Court granted an order substituting TDB Restructuring Limited in place of RSM Canada Limited as Receiver (the "Omnibus Order"). A copy of the Omnibus Order is attached hereto as Appendix "B".
- 3. The Appointment Order authorizes the Receiver to, among other things:
 - (a) take possession 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) manage, operate, and carry on the business of the Co-op, 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 Co-op;
 - (d) 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 the Appointment Order; and

- (e) receive and collect all monies and accounts now owed or hereafter owing to HSC and to exercise all remedies of HSC in collecting such monies, including, without limitation, to enforce any security held by the HSC.
- (f) The Appointment Order empowers the Receiver to borrow by way of 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 \$500,000 (or such greater amount as the Court may order), for the purpose of funding the administration of the receivership and the exercise of the Receiver's powers and duties.
- 4. Paragraphs 12 and 13 of Appointment Order require the Receiver to:
 - (a) provide quarterly updates to the Applicant Service Manager, which reports shall be shared with the Respondent and its members, to update the Service Manager and, through it, the Housing Provider and its membership, of the actions taken and decisions made by the Receiver in respect of the Property, provided that the information included in such reports shall be in the sole discretion of the Receiver; and
 - (b) provide an annual report to the Court, the purpose of which is to advise the Court of the actions taken and decisions made by the Receiver under its appointment.
- 5. The Appointment Order, together with Court documents related to the receivership proceeding, has been posted on the Receiver's website, which can be found at https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-co-operative-inc/.

[remainder of page left blank intentionally]

1.1 Purpose of the First Report to Court

- 6. The purpose of this first report to Court (the "**First Court Report**") is to:
 - a) advise the Court of the actions taken and decisions made by the Receiver under its appointment, including the Receiver's decision to replace the Receiver's independent legal counsel, in accordance with paragraph 13 of the Appointment Order;
 - b) provide the Court with information in relation to certain capital repairs projects approved by the City of Toronto (the "City") and progress made by the Receiver and Community First Developments Inc. ("CFDI"), the property manager engaged by the Receiver;
 - c) provide the Court with a summary of the Receiver's statement of interim cash receipts and disbursements (the "**Interim SRD**") for the period March 14, 2023 to March 11, 2024; and
 - d) request that the Court grant an order:
 - approving the Quarterly Reports (defined below) and the First Court Report and the activities and conduct of the Receiver as described in the Quarterly Reports and the First Court Report;
 - ii. approving the R&D; and
 - iii. approving the fees and disbursements of the Receiver.

1.2 Terms of Reference

7. In preparing this First Court Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the "**Information**"). Certain of the information contained in the First Court Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the

Information for reasonableness. However, the Receiver has not audited 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 Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

8. Unless otherwise stated, all dollar amounts contained in the First Quarterly Report are expressed in Canadian dollars.

2.0 BACKGROUND

- 9. The background leading up to the appointment of the Receiver can be found in the City of Toronto's application record dated November 10, 2022, which is posted on the Receiver's website at https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-co-operative-inc/.
- 10. Briefly, on October 4, 2022, the City of Toronto commenced an application for the appointment of a receiver pursuant to *Housing Services Act*, *2011* (the "**HSA**"), which appointment was ordered by the Honourable Justice Penny on March 14, 2023. The application was commenced because HSC failed to comply with certain requirements of the HSA, despite being provided with notice and an opportunity to cure the identified failures.

3.0 RECEIVER'S ACTIVITIES

11. In accordance with paragraph 12 of the Appointment Order, the Receiver has posted on its website, its first, second and third quarterly reports (the "Quarterly Reports"), which set out the Receiver's activities for the periods March 14, 2023 to June 13, 2023, June 14, 2023 to September 18, 2023 and September 19, 2023 to December 14, 2023. In consultation with the Applicant, the posting of the Quarterly Reports to the Receiver's website was determined to be satisfactory for the purposes of paragraph 12 of the Appointment Order. The Quarterly Reports are attached hereto, without appendices, as Appendix "C", Appendix "D" and Appendix "E".

- 12. A summary of the Receiver's activities since December 14, 2023, are set out below:
 - a) corresponded with the Co-op's auditor to finalize the audited financial statements for the year ended June 30, 2023 and filed same with the City and Canada Revenue Agency ("CRA");
 - b) corresponded with the Co-op's auditor to finalize the corporate tax return for the year ended June 30, 2023 and filed same with CRA;
 - c) completed and filed with CRA various HST rebate forms for the Co-op;
 - d) finalized and filed with the City the Co-op's amended Annual Information Return ("AIR") for the year ended June 30, 2022 and the AIR for the year ended June 30, 2023;
 - e) completed all things necessary to update resident housing deposits and housing charges for those residents paying by electronic funds transfer, pursuant to instructions from CFDI;
 - continued with approval and payment of the Co-op's ongoing operating liabilities and property taxes;
 - approved and effected capital repairs and maintenance to the Co-op's common areas and systems and various units, as necessary;
 - h) reviewed and commented on monthly property management reports from CFDI;
 - approved payment arrangements for certain residents in arrears of housing (rent) payments;
 - j) attended several notice to appear meetings with CFDI and residents in arrears of housing (rent) payments and decided on whether to issue eviction decisions;
 - k) received and invested in a guaranteed investment certificate capital repairs funding received from the City pursuant to its Canada-Ontario Community

- Housing Initiative Agreement (the "COCHI Agreement"), which is discussed in further detail below;
- attending to all other administrative matters with respect to the receivership administration, including supervision, all meetings, telephone and virtual attendances and written and verbal correspondence to facilitate the forgoing.

4.0 CHANGE OF COUNSEL

- 13. Upon its appointment, in accordance with paragraph 2 (d) of the Appointment Order, the Receiver retained Blaney McMurtry LLP ("**Blaneys**") as its independent legal counsel for this receivership proceeding.
- 14. The Partner at Blaney's with carriage of the file retired in or about June 2023 and the file was passed on to another partner at Blaneys.
- 15. In or about October 2023, the Receiver required Blaneys to respond to certain questions of a legal nature posed by HSC's auditor with respect to finalization of the treatment of certain amounts in and notes to the June 2023 audited financial statements of the Co-op; however, Blaneys was unresponsive.
- 16. After the auditor emailed Blaney's on several occasions and the Receiver sent numerous follow up emails to Blaney's with no response, the Receiver held several calls with HSC's auditor to ascertain what could be done to satisfy the auditor so that the June 2023 financial statements could be finalized and issued by the auditor. The auditor worked with the Receiver to obtain sufficient and appropriate audit evidence for the financial statements to be issued.
- 17. In January 2024, Blaney's responded to the auditor; however, at that point, the June 30, 2023 financial statements had already been finalized and filed with the City and CRA.
- 18. In late February 2024, the Receiver replaced Blaney's with WeirFoulds LLP as its independent legal counsel.

5.0 CAPITAL REPAIRS PROJECTS AND FUNDING

- 19. As referred to above, the Receiver entered into the COCHI Agreement with the City in early December 2023 with a view to obtaining funding for certain desperately needed capital repairs to the Co-op.
- 20. While not all of the capital repairs the Receiver applied for were approved, the City did approve the following capital repairs:
 - a) roof replacement;
 - b) replacement of fire alarms over 10 years old;
 - c) repaying of road and parking areas;
 - d) replacement of uneven paving;
 - e) replacement of ground lighting;
 - f) replacement of hallway/common area and underground parking lighting;
 - g) elevator modernization; and
 - h) booster pump replacement.
- 21. In accordance with the COCHI Agreement, the City has advanced \$431,250 to the Receiver, which represents 30% of the total approved funding, which the Receiver has invested in a short-term guaranteed investment certificate. Further monies will be advanced to the Receiver as eligible work progresses and payments to consultants and trades are made in accordance with the COCHI Agreement. A copy of the COCHI Agreement has not been attached hereto; however, should the Court require it, the Receiver will provide same.
- 22. Attached hereto as **Appendix** "F" is a progress report on the various projects approved and funded by the City and an estimated timeline for completion of same.

6.0 RECEIVER'S INTERIM SRD

- 23. Attached hereto as **Appendix** "G" is the Receiver's Interim SRD for the period March 14, 2023 to March 11, 2024. During this period, cash receipts were \$4,197,332 and cash disbursements were \$3,567,713, resulting in an excess of receipts over disbursements of \$629,619. The cash balance in the Receiver's trust account totals \$198,369 and as set out above, the Receiver has invested \$431,250 funded by the City for capital repairs in a short-term guaranteed investment certificate.
- 24. The Receiver has left open HSC's operating account to which, among other things, residents of the Co-op pay housing and parking charges via electronic funds transfers and the City deposits its monthly subsidy payments. On a daily basis, the Receiver receives a report of HSC's operating account activity from Bank of Montreal ("BMO") and accepts or rejects any debits to the account, as appropriate. Credits or receipts to the account are automatically accepted by BMO. The Receiver, on a monthly basis, sweeps this operating account and transfers the funds in it to the Receiver's trust account. The balance in HSC's operating account as at March 11, 2024 was \$44,215.

7.0 PROFESSIONAL FEES AND DISBURSEMENTS

- 25. Pursuant to paragraph 20 of the Appointment Order, the Receiver and its counsel are to be paid their reasonable fees and disbursements at their standard rates and charges, incurred both before and after the making of the Appointment Order. Pursuant to paragraph 21 of the Appointment Order, the Receiver and its counsel shall pass their accounts before the Court.
- 26. The Receiver's accounts total \$230,391.50 and \$366.95 in fees and disbursements, respectively, plus HST of \$29,998.58 for a total amount of \$260,757.03 from March 14, 2023 to January 31, 2024. A copy of the Receiver's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Arif Dhanani sworn on * and attached to this Report as **Appendix "G"**.

8.0 CONCLUSION AND RECOMMENDATION

27. The Receiver is continuing to work with the City, CFDI and various other constituents to ensure that the housing project is operating in a manner consistent with the HSA and to complete the various capital repairs projects, which the City has approved and funded.

28. The Receiver recommends continuing the appointment of the Receiver until such time as the housing project is being operated in full compliance with the HSA, the various capital repairs projects approved and funded by the City being completed and the housing provider set to assume responsibility for managing and operating the housing project at that stage is capable of managing the housing project as a going concern with the support of the City and other stakeholders. The City of Toronto has advised that it is supportive of this recommendation.

9.0 RECEIVER'S REQUEST OF THE COURT

29. Based on the foregoing, the Receiver respectfully requests that the Court grant the order described in paragraph 6 (d) above.

All of which is respectfully submitted to this Court as of this 19th day of March 2024.

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

Per:

Arif Dhanani, CPA, CA, CIRP, LIT

Managing Director

APPENDIX D



TDB Restructuring Limited

11 King St. W., Suite 700 🙎 Toronto, ON M5H 4C7

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tdbadvisory.ca

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

SUPPLEMENT TO THE FIRST REPORT TO THE COURT OF TDB RESTRUCTURING LIMITED

APRIL 22, 2024

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

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CITY OF TORONTO

Applicant

-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

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1.0 INTRODUCTION

- 1. By order of the Ontario Superior Court of Justice (the "Court") dated March 14, 2023, RSM Canada Limited was appointed receiver and manager (the "Receiver"), without security, of all of the assets, undertakings and properties of Harry Sherman Housing Cooperative Inc. ("HSC" or the "Co-op") acquired for, or used in relation to a business carried on by HSC, including all proceeds thereof (the "Appointment Order").
- 2. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited ("TDB") in place of RSM Canada Limited ("RCL") as Receiver.
- 3. This report (the "**Supplemental Report**") is a supplement to the first report to the Court of the Receiver dated March 19, 2024 (the "**First Court Report**") and should be read in conjunction with the First Court Report. Capitalized terms, unless otherwise expressly defined, shall have the meaning set out in the First Court Report.

1.1 Purpose of the Supplemental Report

- 4. The purpose of the Supplemental Report is to provide the Court with information in reply to the Affidavit of Rosell Kerr sworn April 16, 2024 (the "**Kerr Affidavit**") and clarify certain matters raised in the Kerr Affidavit.
- 5. The Receiver notes that the Kerr Affidavit does not expressly indicate whether Ms. Kerr has submitted her evidence on behalf of the Co-op or its board members (the "Board"), or in her personal capacity. Significantly, Ms. Kerr does not indicate in the Kerr Affidavit whether she is authorized by the Co-op members or the Board to submit her affidavit and "raise areas of concern" in respect of the relief requested by the Receiver.

2.0 REPLY TO THE KERR AFFIDAVIT

6. The Receiver's comments with respect to certain of the issues raised in Ms. Kerr's affidavit are set out below. As preliminary comments, the Receiver:

- a) has not addressed every matter raised by Ms. Kerr and cannot speak: (i) to events that transpired prior to the Receiver's appointment; and (ii) for the City of Toronto (the "City");
- b) understands that many, if not all, of the items raised by Ms. Kerr with respect to the City were addressed and at issue in the City's application for the appointment of the Receiver; and,
- c) has not engaged in "extensive audits" of the allegations made by the City, as suggested in paragraph 16 of the Kerr Affidavit, and is not aware of any such "audit".

2.1 Notification of Change of Name

- 7. On February 1, 2024, the name RCL was changed to TDB and, as referred to above, on March 1, 2024, the Court issued an order substituting the name TDB for RCL on all of RCL's ongoing mandates (the "Omnibus Order"). Community First Developments Inc. ("CFDI"), the property manager engaged by the Receiver, and the licensed insolvency trustees with carriage of this matter have remained the same throughout the receivership administration.
- 8. In paragraph 7 of the Kerr Affidavit, Ms. Kerr comments that the Omnibus Order was obtained without notice or service of any materials. The Receiver is unclear as to whether any issue is taken by Ms. Kerr, the Co-Op or the Board regarding notice of the application for the Omnibus Order, but the Receiver notes that the recitals to the Omnibus Order expressly state that the Application Record was served. The Receiver also notes that service of notice of the Application for the Omnibus Order is not required on stakeholders of the various mandates for which RCL was appointed as their rights or interests are not affected by the Omnibus Order.

2.2 Triggering Events and Financial Stability of the Co-op

9. As referred to in paragraph 20 of the Kerr Affidavit, certain triggering events led up to the appointment of the Receiver. These triggering events are identified pursuant to section 83 of the *Housing Services Act 2011* (the "Act") and summarized in the City's letter to the Co-op dated March 29, 2021 (the "Notice of Triggering Events"). A

copy of the Notice of Triggering Events is attached hereto as **Appendix** "A". To summarize, the triggering events identified include:

- a) Contravening the Act or regulations by failing to comply with s. 75(1) of the Act to operate the housing project and govern itself in accordance with prescribed provincial requirements and local standards made by the Service Manager¹ and by failing to comply with s. 69(2) of the Act to ensure the project is well managed; and
- b) Failing to operate the designated housing project properly.
- 10. The underlying issues giving rise to the triggering events leading up to the appointment of the Receiver, and the consequences arising therefrom, continue to be addressed by the Receiver, including the following items:
 - a) CFDI is continuing to work with Rent-Geared-to-Income ("RGI") households to obtain missing information in their files, which information was missing from prior to the Receiver's appointment and continues to be outstanding notwithstanding repeated attempts by CFDI to obtain same;
 - b) as set out in the Kerr Affidavit, the number of RGI households required to be maintained by the Co-op is 90. The number of RGI units currently maintained by the Co-op is below the required threshold and the Receiver and CFDI are attempting to increase the number of RGI households as units within the Co-op are vacated over time by households paying market rent;
 - c) prior to the Receiver's appointment, the Board filled vacated units with market rent households instead of RGI households, notwithstanding the City's requirements, and either did not provide the City with accurate reporting or any reporting at all. As a result, the City provided a level of subsidy based on the misreported or historical number of RGI households, which subsidy levels exceeded warranted amounts. On the basis that the Receiver has now provided the City with audited financial statements and annual information reports for the years ended June 30, 2022 and 2023, the City has advised that it intends to

¹ The Service Manager under the Act is the City of Toronto

- recoup the excess subsidies paid historically by reducing its monthly subsidy on a go forward basis. The Receiver is now managing the costs of operating the Coop with a lower monthly subsidy from the City; and
- d) as described in the First Court Report, there are several capital projects that have been approved and partially funded by the City, which need to be completed by the Receiver.
- 11. In paragraph 20, the Kerr Affidavit states that the Receiver has invested \$431,250.00 in term deposits and that this is evidence that the Co-op is financially stable. At paragraphs 21 and 23 of the First Court Report and note 1 to the Receiver's statement of receipts and disbursements, the Receiver has explained that these funds have been advanced by the City for the specific purpose of completing capital projects approved by the City. The Receiver has invested the funds in a guaranteed investment certificate to: (i) earn a better rate of interest on the funds; and (ii) segregate the funds from general operating funds so that they are not unintentionally used for a purpose other than for what they have been specifically provided. The Receiver is uncertain as to whether Ms. Kerr has mistakenly understood that these funds are for general use. The financial stability of the Co-op is further discussed below.

2.3 Market Rent vs. RGI Income and Financial Report

- 12. As a preliminary matter, in paragraphs 21, 22 and 29 of the Kerr Affidavit, reference is made to the Receiver's "annual financial statements" or "annual financial report". To be clear, the Receiver has not provided financial statements or any form of annual financial report. The Receiver has provided quarterly reports and an annual report in accordance with its duties under the Appointment Order. The Receiver's report sets out the Receiver's activities, relevant information for the Court, the Receiver's interim statement of cash receipts and disbursements and fees to January 31, 2024 and seeks approval of the Court for same. The Receiver's interim statement of cash receipts and disbursements does not constitute a financial statement or financial report.
- 13. The Kerr Affidavit states at paragraph 22 that "the Board inquired from the Receiver answers in relation to the distinction between RGI income and market income. To date the Board have not received any clarification or breakdown from the Receiver."

The Receiver has no knowledge of any such request from Ms. Kerr or the Board to which she refers. Without any particulars as to the date and form in which these requests are alleged to have been made, the Receiver is unable to comment further.

- 14. In the Kerr Affidavit, at paragraph 25, Ms. Kerr has asked for a breakdown of, among other things, the subsidy paid by the City for the Receiver's fees. Paragraph 5 of the affidavit of Arif Dhanani states that the Receiver's fees and disbursements plus HST have been subsidized by the City of Toronto. To be clear, the full amount of the Receiver's fees, disbursements and HST associated therewith have been funded by the City and have not been paid from any subsidies intended for the housing project or in respect of RGI subsidies.
- 15. In order to be helpful and provide Ms. Kerr with financial information that she may be traditionally familiar with, the Receiver has attached hereto as **Appendix** "**B**", the annual audited financial statements of the Co-op for the year ended June 30, 2023. The Receiver notes that:
 - a) although its financial position as at June 30, 2023 has improved slightly from June 30, 2022, the Co-op continues to be insolvent; and
 - b) the amount of the government subsidy (re)payable to the City has increased from the prior year. The Receiver believes that the subsidy (re)payable to the City may be even greater as at June 30, 2024 as a result of the full impact of the issue raised in 10 (c) above.

2.4 Maintenance and Repairs and Property Management Fees

16. In paragraph 27 of the Kerr Affidavit, Ms. Kerr sets out that repairs and maintenance costs reported by the Board's maintenance staff in 2022 were \$53,736 and that the forecast for 2023 was \$174,111; however, the audited financial statements set out that repairs and maintenance costs were actually much higher: (i) \$714,250 for the year ended June 30, 2022; (ii) \$658,319 for the year ended June 30, 2023; and (iii) the budgeted amount for repairs and maintenance costs for the year ended June 30, 2023 was \$440,586.

- 17. Property management fees have increased significantly on the basis that the Receiver engaged CFDI after evaluating the qualifications and performance of the property managers engaged by the Board following the Receiver's appointment. CFDI is a reputable property manager with a history of managing large properties and is well known in the non-profit and social housing sector, having a separate accounting department with appropriate internal controls and segregation of duties.
- 18. The Receiver's comments, observations and evaluation based on the Board's oversight of both the books and records of the Co-op, and the Co-op's property managers engaged prior to and at the time of the Receiver's appointment and CFDI's discussions with various residents after its engagement by the Receiver is set out below:
 - a) the property managers engaged by the Co-op at the time of the Receiver's appointment were two individuals;
 - b) there was no segregation of duties and one of the property managers was also completing the Co-op's accounting; however, this individual had no formal accounting accreditation or experience and the other individual did not appear to have any qualifications at all;
 - c) both property managers failed the Ontario Non-Profit Housing Association's RGI administration course, the successful completion of which is mandatory for all new RGI administrators in the City of Toronto regardless of whether new administrators have completed any previous training on RGI administration/simplification;
 - d) among other things, the books and records of the Co-op were in disarray, bank reconciliations had not been completed in several months until the Receiver requested that they be brought up to date and the Co-op's HST rebate claims had been rejected by Canada Revenue Agency on the basis that they were incorrectly filed;
 - e) the Co-op's former auditor advised that the June 30, 2022 financial statements had not been completed as there was missing information and outstanding questions that had not been answered by either the Board or the accounting/property management staff;

- f) the Receiver came to later learn from CFDI, based on resident complaints and work orders submitted, that a significant number of units, the common elements, and the building systems, had been neglected and that residents were suffering, among other things, from: (i) very significant pest control issues; (ii) severe plumbing issues; (iii) rotting kitchen and bathroom cabinets and raised flooring (as a result of leaks and flooding from the plumbing issues); and (iv) allergies from mould accumulation; and
- g) a significant number of residents complained to CFDI about the above issues and that the issues were raised with the prior property managers and the Board and that nothing had been done about them.
- 19. The Receiver is of the view that the condition of the Property suffered from a lack of appropriate repairs and maintenance and as such, the present increase in property management fees and repair and maintenance fees, is appropriate and necessary. In addition, the Receiver recommends that its appointment continue until, among other things, the Property is brought back to an appropriate standard and condition, which includes the work described in the First Court Report.

2.5 Professional Fees and Disbursements

- 20. While the Kerr Affidavit sets out Ms. Kerr's opinion in paragraph 31 that the Receiver's average hourly rate of \$435.85 is excessive, based on the fee affidavits submitted by many of the Receiver's competitors in other insolvency proceedings, the Receiver's hourly rate in respect of this mandate is below market and was discounted to consider the nature of this particular engagement.
- 21. The webpage that Ms. Kerr refers to in paragraph 31 of her affidavit as something that "already existed" is misconstrued. The Receiver, as is standard practice in courtappointed receivership matters, is expected to create a case website in respect of these particular proceedings. The website referred to in the Receiver's invoices is the Receiver's website and the specific webpage referred to in the Receiver's invoices was set up in accordance with the Court's e-Service Protocol.
- 22. While the Receiver is surprised that it is required to provide this context, given the allegation made in the Kerr Affidavit at paragraph 32, it appears necessary. Mr.

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Tannenbaum is the Receiver's senior restructuring partner and has significant

experience with receivership administrations in the non-profit and social housing

sector. While there are numerous comments about Mr. Tannenbaum's involvement

with the file, including signing cheques and making electronic payments, it should be noted that the Receiver is a court-officer and a fiduciary and that it is responsible and

accountable for the funds entrusted to it. The act of "signing cheques" involves Mr.

Tannenbaum's review and approval of all disbursements from the Co-op's operating

account and the Receiver's trust account, all of which are critical to ensuring that

and disharmon and made is an unaminted and accounts. No analysis the December of Co.

every disbursement made is appropriate and accurate. No one in the Receiver's office,

other than a licensed insolvency trustee, has the ability or authority to sign cheques

or make electronic payments. The approval and disbursement of trust funds is not an

"administrative" task but is an important function reserved to be completed by a

licensed insolvency trustee.

3.0 CONCLUSION

23. Based on the foregoing, the Receiver respectfully requests that the Court grant the

order requested in the First Court Report.

All of which is respectfully submitted to this Court as of this 22nd day of April 2024.

TDB RESTRUCTURING LIMITED, solely in its capacity

as Receiver and Manager of Harry Sherman Crowe Housing

Cooperative Inc. and not in its personal or corporate capacity

Per:

Arif Dhanani, CPA, CA, CIRP, LIT

Managing Director

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APPENDIX E



SUPERIOR COURT OF JUSTICE

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-22-00688248-00CL DATE: Apr 29 2024

NO. ON LIST:2

TITLE OF PROCEEDING: CITY OF TORONTO v. HARRY SHERMAN CROWE HOUSING CO-

OPERATIVE INC.

BEFORE: JUSTICE PENNY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Mark Siboni	CITY OF TORONTO	mark.siboni@toronto.ca

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Courtney Betty	HARRY SHERMAN CROWE HOUSING COOPERATIVE INC.	betty@bettyslaw.com
Julian Castro		Julian@bettyslaw.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Philip Cho	Counsel for Receiver	pcho@weirfoulds.com
Brian Tannenbaum	Counsel for Receiver	btannenbaum@tdbadvisory.ca
Arif Dhanani	Counsel for Receiver	adhanani@tdbadvisory.ca

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ENDORSEMENT OF JUSTICE PENNY:

- [1] The Receiver moves for an order approving: its First Report; the interim statement of receipts and disbursements; and the Receiver's fees.
- [2] The Respondent is a co-op housing project governed by the *Housing Services Act, 2011*. Under the *HSA*, the City of Toronto is the "service manager". The service manager is entitled to certain disclosures, ongoing reporting and such from registered housing Toronto co-ops. As a result of specific deficiencies in building maintenance and management, governance, and financial reporting, Toronto took the extraordinary step of bringing an application for the appointment of a receiver over the assets and undertaking of the Co-op. By order of March 14, 2023, I granted the order and appointed RSM Canada as Receiver. RSM subsequently changed its name to TDB Restructuring. Conway J. made an omnibus order changing RSM in the title of proceedings to TDB. My order required the Receiver to provide quarterly reports to Toronto and the Co-op, and to report to the Court at least annually.
- [3] Over the course of the last year the Receiver has worked diligently to remedy many of the deficiencies and problems. Among other things, the Receiver has: assessed the capabilities of, and replaced, the former property managers; worked with the new property manager to prepare accurate monthly financial statements, rent geared to income (RGI) calculations, urgent repair requests, essential services and up to date tax filings; worked with the auditor to prepare annual audited financial statements; attended to urgent maintenance and repairs in units, common areas and mechanical systems; updated housing deposits and charges; and administered funding to address necessary capital repairs. The capital repairs include roof replacement, fire alarm replacement, road and parking re-pavements, indoor and outdoor lighting upgrades and replacement, and elevator modernization. The Receiver has also prepared, and made available to both Toronto and the Co-op, quarterly reports, and has completed, and filed with this motion, the Receiver's first annual report. Among other things, the Receiver reports that the Co-op is still insolvent and could not continue without support from the Toronto.
- [4] Not all of the capital repairs applied for to Toronto were approved. It is anticipated that other applications for approval will be made once the current slate of projects is completed or nearing completion. The Receiver provided a progress report on the approved projects. The most complicated and involve project is the elevator renovation, which has an anticipated completion date of March 2025. The Receiver continues to work with the service manager, the property manager, the Co-op and other stakeholders to ensure the Co-op is operating in a manner consistent with the *HSA* and to complete various capital projects which Toronto has approved and funded (with earmarked funds). The Receiver recommends continuing the appointment until such time as the housing project is being operated in full compliance with the *HSA*, the various capital repair projects approved and funded by Toronto are completed and the Co-op is at a stage where it is capable of managing the project as a going concern. Toronto supports this recommendation.
- [5] The Co-op filed the affidavit of Rosell Kerr, who is the Chair of the Co-op board. In her affidavit, Ms. Kerr raised a number of concerns related to the Receiver and the ongoing receivership. In a supplement to its First Report, the Receiver comprehensively responded to those concerns, many of which appear to have resulted from a misunderstanding of what is actually happening, what the true financial circumstances of the Co-op are and what should be done in the future. I accept the Receiver's explanations in the supplementary report. For example, Ms. Kerr was concerned about the cost of the Receivership but did not appreciate that the cost of the receivership was being paid by Toronto, not out of Co-op revenues. Ms. Kerr felt that the fact that the Co-op had over \$400,000 in its account showed the

Co-op was solvent – when in fact these funds are an advance from Toronto for capital repairs, earmarked for specific upgrades.

- [6] Although efforts to explore a consent order today were unsuccessful, in the end, Mr. Betty, on behalf of the Co-op, did not oppose the specific relief being sought today. His concern, and the concerns of the Co-op, relate to the path forward and to obtaining greater clarity about when the triggering events which lead to the receivership will have been sufficiently addressed to warrant return of control of the Co-op to its board of directors.
- [7] At the close of submissions, I indicated that I would grant the order sought today and provide some suggestions for the path forward. I am satisfied with the Receiver's First Report and with the actions taken by the Receiver to date, as documented in the Report. I am likewise satisfied with the interim statement and with the Receiver's outline, and amount of, its fees.
- [8] The Receiver's motion is granted. Order to issue in the form signed by me this day.
- [9] In my view, the past year has been spent dealing with the most urgent and pressing problems; this was necessarily so given the extent and seriousness of the physical, financial, governance and other problems being faced by the Co-op. Now that the situation has begun to stabilize, the Receiver should, as outlined in the First Report, continue with the initiatives it has undertaken. At the same, time, in this next phase of the receivership, Toronto and the Receiver should work with the Co-op to begin working toward a plan for when and how the transition back to board control might be achieved.
- [10] For example, counsel for Toronto advised that there are various resources available to board members, and potential board members, to help them understand what is required to successfully manage a co-op housing project. I strongly recommend that the board work with Toronto to understand and utilize these resources. The history of this matter leads me to believe that, in the past, the board has on occasion failed to understand, and to follow, various requirements necessary to maintain the service manager's support and co-operation. If the board wishes to successfully transition out of the receivership, it will have to show it has a clear understanding of what is required, from a regulatory, governance and financial point of view, for the successful operation of the Co-op.
- [11] Similarly, it would enhance the process if, during the next phase of the receivership, the Receiver and Toronto work toward specific, identifiable metrics and milestones for the resolution of the triggering events and what the conditions are for a successful conclusion of the receivership and a transition back to board control.

Penny J.

APPENDIX F

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

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

THE HONOURABLE)	MONDAY THE 29 TH DAY
JUSTICE PENNY)))	OF APRIL 2024

BETWEEN:

CITY OF TORONTO

Applicant

-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

ORDER (approval of activities and fees)

THIS MOTION made by TDB Restructuring Limited ("TDB") in its capacity as courtappointed receiver and manager (in such capacity, the "Receiver") of all of the assets, undertakings
and properties of Harry Sherman Crowe Housing Co-Operative Inc. (the "Respondent" or "HSC")
for an order approving the activities and conduct of the Receiver set out in its first report to the
court dated March 19, 2024 (the "First Court Report") and the Receiver's quarterly reports dated
June 13, 2023, September 18, 2023 and December 14, 2023 (the "Quarterly Reports") and other
relief, originally returnable on March 25, 2024, was heard this day by video conference.

ON READING the Motion Record of the Receiver, including the First Court Report, the Appendices thereto and the Affidavit of Arif Dhanani sworn on March 19, 2024 (the "Fee Affidavit"), the Affidavit of Rosell Kerr sworn on April 16, 2024, the Receiver's Reply Motion Record, including the Supplement to the First Report (the "Supplemental Report") and the

Affidavit of Paul Fischer sworn on April 22, 2024, the facta of the Receiver and of the Respondent, and on hearing the submissions of the lawyers for the Receiver, the Applicant and the Respondent:

- 1. **THIS COURT ORDERS** that the First Court Report, the Quarterly Reports, the Supplemental Report (collectively, the "**Reports**") and the activities and conduct of the Receiver described therein be and are hereby approved, provided that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approval of the Reports.
- 2. **THIS COURT ORDERS** that the interim statement of receipts and disbursements appended to the First Court Report be and is hereby approved.
- 3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver as set out in the Fee Affidavit appended to the First Court Report be and is hereby approved.
- 4. **THIS COURT ORDERS** that this Order be and is effective from the date that it is made, and is enforceable without any need for entry and filing.
- 5. 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.

Jan 3.

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Applicant

Respondent

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

ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding commenced in Toronto

ORDER

WeirFoulds LLP

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

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Tel: 416-365-1110 Fax: 416-365-1876

Lawyers for the Receiver, TDB Restructuring Limited

APPENDIX G



TDB Restructuring Limited

Licensed Insolvency Trustee

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- info@tdbadvisory.ca ⊠ 416-575-4440 % 416-915-6228 ₪

tdbadvisory.ca

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

FOURTH QUARTERLY REPORT OF THE RECEIVER

JULY 4, 2024

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INTRODUCTION

- 1. By Order of the Ontario Superior Court of Justice (the "Court") dated March 14, 2023 (the "Appointment Order"), RSM Canada Limited ("RCL") was appointed receiver and manager (the "Receiver"), without security, of all of the assets, undertakings and properties of Harry Sherman Housing Co-operative Inc. ("HSC" or the "Co-op") acquired for, or used in relation to a business carried on by HSC, including all proceeds thereof (the "Property"). A copy of the Appointment Order can be found on the Receiver's website located at http://www.rsmcanada.com/harry-sherman-crowe-housing-co-op.
- 2. The Appointment Order authorizes the Receiver to, among other things:
 - (a) take possession 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) manage, operate, and carry on the business of the Co-op, 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 Co-op;
 - (d) 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 the Appointment Order; and
 - (e) receive and collect all monies and accounts now owed or hereafter owing to HSC and to exercise all remedies of HSC in collecting such monies, including, without limitation, to enforce any security held by the HSC.
- 3. Paragraphs 12 and 13 of Appointment Order require the Receiver to:
 - (a) provide quarterly updates to the Applicant Service Manager, which reports shall be shared with the Respondent and its members, to update the Service Manager and, through it, the Housing Provider and its membership, of the actions taken and decisions made by the

- Receiver in respect of the Property, provided that the information included in such reports shall be in the sole discretion of the Receiver; and
- (b) provide an annual report to the Court, the purpose of which is to advise the Court of the actions taken and decisions made by the Receiver under its appointment.
- 4. The quarterly reports, the annual report to the Court, the Appointment Order, together with other Court documents related to the receivership proceeding, have been posted on the Receiver's website, which can be found at https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-co-operative-inc/.
- 5. On March 1, 2024, the Court granted an order (the "**Omnibus Order**") substituting the name TDB Restructuring Limited in place of RCL. A copy of the Omnibus Order is attached hereto as **Appendix** "A".
- 6. As set out in its first report to Court, the Receiver changed counsel from Blaney McMurtry LLP to WeirFoulds LLP ("WeirFoulds") as its independent legal counsel for this receivership proceeding.

PURPOSE OF THE FOURTH REPORT

7. The purpose of this fourth quarterly report of the Receiver (the "Fourth Quarterly Report") is to update the Service Manager and, through it, the Housing Provider and its membership, of the actions taken and decisions made by the Receiver in respect of the Property.

TERMS OF REFERENCE

- 8. In preparing this Fourth Quarterly Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the "Information"). Certain of the information contained in the Fourth Quarterly Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited 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 Canada Handbook* and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.
- 9. Unless otherwise stated, all dollar amounts contained in the Fourth Quarterly Report are expressed in Canadian dollars.

BACKGROUND

10. The background leading up to the appointment of the Receiver can be found in the City of Toronto's application record dated November 10, 2022, which is posted on the Receiver's website at https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-co-operative-inc/.

RECEIVER'S ACTIVITIES TO DATE

- 11. The Receiver's First Quarterly Report dated June 13, 2023, Second Quarterly Report dated September 18, 2023, Third Quarterly Report dated December 14, 2023, First Report to the Court dated March 19, 2024 and Supplement to the Receiver's First Report to the Court dated April 22, 2024 (posted on the Receiver's website) sets out the Receiver's activities from the date of its appointment to April 22, 2024. Such activities are not repeated herein. Since April 22, 2024, the Receiver's activities include the following:
 - (a) meeting with Community First Developments Inc. ("**CFDI**"), the property manager engaged by the Receiver, to discuss the Receiver's attendances in Court and outcome thereof;
 - (b) completing and filing the Receiver's semi-annual report with the Office of the Superintendent of Bankruptcy pursuant to S. 246(2) of the *Bankruptcy and Insolvency Act* (Canada);
 - (c) continuing to review and approve accounts payable and attended to making payments to, among others, various trades, professionals and suppliers, including York University, for provision of goods and services and monthly mortgage payments to MCAP;
 - (d) monitoring the Co-op's operating bank account (the "Operating Account") to which residents make payments for monthly housing and parking charges by debit machine or electronic funds transfers; follow up of tenants returned items from the bank reports, periodically sweep the Operating Account and transfer funds to the Receiver's trust account;
 - (e) attending several Notice to Appear meetings with CFDI and various residents whose housing charges are in arrears;
 - (f) discussing with CFDI the status of various eviction proceedings in respect of residents not in compliance with payment of housing charges;

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(g) reviewing status of units based on unit inspections by CFDI and causing repairs to be

completed on units requiring urgent attention;

(h) responding to various enquiries and status update requests from the City of Toronto;

(i) meeting with the City of Toronto and representatives of York University regarding the

status of the receivership proceedings;

(j) reviewing and commenting on CFDI's findings summary in respect of various management

and governance issues as they relate to the Co-op;

(k) monitoring progress with respect to capital projects approved by the City of Toronto

pursuant to the Canada-Ontario Community Housing Initiative;

(l) discussing with CFDI the methodology for purchasing appliances for units in need of same;

(m) ascertaining the status of the Co-op's HST rebate and corresponding with Canada Revenue

Agency regarding release of same;

(n) attending to urgent maintenance and repairs in various units and maintenance of common

area machinery and equipment;

(o) reviewing with its counsel the status of various pending landlord-tenant tribunal

proceedings; and

(p) attending to all other administrative matters with respect to the receivership

 $administration, including \ supervision, \ all \ meetings, \ telephone \ and \ virtual \ attendances \ and$

written and verbal correspondence to facilitate the forgoing.

All of which is respectfully submitted this 4thrd day of July, 2024.

TDB RESTRUCTURING LIMITED

solely in its capacity as Receiver of Harry Sherman Crowe Housing Cooperative Inc. and not in its personal

or corporate capacity

Per:

Arif Dhanani, CPA, CA, CIRP, LIT

Managing Director

4

APPENDIX H



${\sf TDB\,Restructuring\,Limited}$

Licensed Insolvency Trustee

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tdbadvisory.ca

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

FIFTH QUARTERLY REPORT OF THE RECEIVER

SEPTEMBER 30, 2024

Contents

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INTRODUCTION

- 1. By Order of the Ontario Superior Court of Justice (the "Court") dated March 14, 2023 (the "Appointment Order"), RSM Canada Limited ("RCL") was appointed receiver and manager (the "Receiver"), without security, of all of the assets, undertakings and properties of Harry Sherman Housing Co-operative Inc. ("HSC" or the "Co-op") acquired for, or used in relation to a business carried on by HSC, including all proceeds thereof (the "Property"). A copy of the Appointment Order can be found on the Receiver's website located at http://www.rsmcanada.com/harry-sherman-crowe-housing-co-op.
- 2. The Appointment Order authorizes the Receiver to, among other things:
 - (a) take possession 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) manage, operate, and carry on the business of the Co-op, 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 Co-op;
 - (d) 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 the Appointment Order; and
 - (e) receive and collect all monies and accounts now owed or hereafter owing to HSC and to exercise all remedies of HSC in collecting such monies, including, without limitation, to enforce any security held by the HSC.
- 3. Paragraphs 12 and 13 of Appointment Order require the Receiver to:
 - (a) provide quarterly updates to the Applicant Service Manager, which reports shall be shared with the Respondent and its members, to update the Service Manager and, through it, the Housing Provider and its membership, of the actions taken and decisions made by the

- Receiver in respect of the Property, provided that the information included in such reports shall be in the sole discretion of the Receiver; and
- (b) provide an annual report to the Court, the purpose of which is to advise the Court of the actions taken and decisions made by the Receiver under its appointment.
- 4. The quarterly reports, the annual report to the Court, the Appointment Order, together with other Court documents related to the receivership proceeding, have been posted on the Receiver's website, which can be found at https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-co-operative-inc/.
- 5. On March 1, 2024, the Court granted an order (the "**Omnibus Order**") substituting the name TDB Restructuring Limited in place of RCL. A copy of the Omnibus Order is attached hereto as **Appendix** "A".

PURPOSE OF THE FIFTH REPORT

6. The purpose of this fifth quarterly report of the Receiver (the "**Fifth Quarterly Report**") is to update the Service Manager and, through it, the Housing Provider and its membership, of the actions taken and decisions made by the Receiver in respect of the Property since the Receiver's last quarterly report.

TERMS OF REFERENCE

- 7. In preparing this Fifth Quarterly Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the "**Information**"). Certain of the information contained in the Fifth Quarterly Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited 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 Canada Handbook* and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.
- 8. Unless otherwise stated, all dollar amounts contained in the Fifth Quarterly Report are expressed in Canadian dollars.

BACKGROUND

9. The background leading up to the appointment of the Receiver can be found in the City of Toronto's application record dated November 10, 2022, which is posted on the Receiver's website at https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-co-operative-inc/.

RECEIVER'S ACTIVITIES TO DATE

- 10. The Receiver's First Quarterly Report dated June 13, 2023, Second Quarterly Report dated September 18, 2023, Third Quarterly Report dated December 14, 2023, First Report to the Court dated March 19, 2024 and Supplement to the Receiver's First Report to the Court dated April 22, 2024 and Fourth Quarterly Report dated July 4, 2024 (posted on the Receiver's website) sets out the Receiver's activities from the date of its appointment to July 4, 2024. Such activities are not repeated herein. Since July 4, 2024, the Receiver's activities include the following:
 - (a) receiving and reviewing, with the assistance of Community First Developments Inc. ("**CFDI**"), the property manager engaged by the Receiver, information relating to the past governance of the Co-op and activities of the Board of Directors (the "**Board**");
 - (b) corresponding, through counsel to the Receiver, with Betty's Law Office, to confirm its continued engagement with the Board, with a view to considering a plan for bringing the Co-op to a point where the receivership would no longer be necessary;
 - (c) meeting with the City of Toronto (the "City") and counsel to the Receiver to discuss the Endorsement of Justice Penny dated April 29, 2024 and specifically with respect to the next steps to bring the Co-op to a point where the receivership would no longer be necessary;
 - (d) working with the Co-op's insurer to attempt to obtain information from the President of the Board in relation to a claim against the Co-op, which was filed prior to the Receiver's appointment and which is currently stayed pursuant to the various provisions in the Receiver's appointment order;
 - (e) completing with the assistance of CFDI a benchmark analysis of the Co-op's revenues and expenses as requested by the City and delivering same;
 - (f) meeting with the City to discuss: (i) the Co-op's cash flow and repayment to the City of amounts paid for past over-subsidization of the Co-op by the City; (ii) various sources of cash, including the ability and appropriateness of the Receiver cashing in the Co-op's investments held with WorldSource Wealth Management;

- (g) working with WorldSource Wealth Management to cash in the Co-op's investments held with same in order to alleviate the cash flow strain on the Co-op and continue to pay suppliers in the ordinary course of business;
- (h) continuing to review and approve accounts payable and attended to making payments to, among others, various trades, professionals and suppliers, including York University, for provision of goods and services and monthly mortgage payments to MCAP;
- (i) monitoring the Co-op's operating bank account (the "**Operating Account**") to which residents make payments for monthly housing and parking charges by debit machine or electronic funds transfers; follow up of tenants returned items from the bank reports, periodically sweep the Operating Account and transfer funds to the Receiver's trust account;
- (j) discussing with CFDI the status of various eviction proceedings in respect of residents not in compliance with payment of housing charges and further Notices to Appear before the Receiver to be issued to various residents of the Co-op for not paying housing charges;
- (k) reviewing status of units based on unit inspections by CFDI and causing repairs to be completed on units requiring urgent attention;
- (l) responding to various enquiries and status update requests from the City of Toronto;
- (m) monitoring progress with respect to capital projects approved by the City of Toronto pursuant to the Canada-Ontario Community Housing Initiative;
- (n) attending to urgent maintenance and repairs in various units and maintenance of common area machinery and equipment;
- (o) reviewing with its counsel the status of various pending landlord-tenant tribunal proceedings; and

[remainder of page left blank intentionally]

(p) attending to all other administrative matters with respect to the receivership administration, including supervision, all meetings, telephone and virtual attendances and written and verbal correspondence to facilitate the forgoing.

All of which is respectfully submitted this 30th day of September, 2024.

TDB RESTRUCTURING LIMITED

solely in its capacity as Receiver of Harry Sherman Crowe Housing Cooperative Inc. and not in its personal or corporate capacity

Per:

Arif Dhanani, CPA, CA, CIRP, LIT

Managing Director

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APPENDIX I



${\bf TDB\,Restructuring\,Limited}$

Licensed Insolvency Trustee

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tdbadvisory.ca

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

SIXTH QUARTERLY REPORT OF THE RECEIVER

December 18, 2024

Contents

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INTRODUCTION

- 1. By Order of the Ontario Superior Court of Justice (the "Court") dated March 14, 2023 (the "Appointment Order"), RSM Canada Limited ("RCL") was appointed receiver and manager (the "Receiver"), without security, of all of the assets, undertakings and properties of Harry Sherman Housing Co-operative Inc. ("HSC" or the "Co-op") acquired for, or used in relation to a business carried on by HSC, including all proceeds thereof (the "Property"). A copy of the Appointment Order can be found on the Receiver's website located at http://www.rsmcanada.com/harry-sherman-crowe-housing-co-op.
- 2. The Appointment Order authorizes the Receiver to, among other things:
 - (a) take possession 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) manage, operate, and carry on the business of the Co-op, 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 Co-op;
 - (d) 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 the Appointment Order; and
 - (e) receive and collect all monies and accounts now owed or hereafter owing to HSC and to exercise all remedies of HSC in collecting such monies, including, without limitation, to enforce any security held by the HSC.
- 3. Paragraphs 12 and 13 of Appointment Order require the Receiver to:
 - (a) provide quarterly updates to the Applicant Service Manager, which reports shall be shared with the Respondent and its members, to update the Service Manager and, through it, the Housing Provider and its membership, of the actions taken and decisions made by the

- Receiver in respect of the Property, provided that the information included in such reports shall be in the sole discretion of the Receiver; and
- (b) provide an annual report to the Court, the purpose of which is to advise the Court of the actions taken and decisions made by the Receiver under its appointment.
- 4. The quarterly reports, the annual report to the Court and the Appointment Order, together with other Court documents related to the receivership proceeding, have been posted on the Receiver's website, which can be found at https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-co-operative-inc/.
- 5. On March 1, 2024, the Court granted an order (the "**Omnibus Order**") substituting the name TDB Restructuring Limited in place of RCL. A copy of the Omnibus Order is attached hereto as **Appendix** "A".

PURPOSE OF THE SIXTH REPORT

6. The purpose of this sixth quarterly report of the Receiver (the "**Sixth Quarterly Report**") is to update the Service Manager and, through it, the Housing Provider and its membership, of the actions taken and decisions made by the Receiver in respect of the Property since the Receiver's last quarterly report.

TERMS OF REFERENCE

- 7. In preparing this Sixth Quarterly Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the "Information"). Certain of the information contained in the Sixth Quarterly Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited 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 Canada Handbook* and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.
- 8. Unless otherwise stated, all dollar amounts contained in the Sixth Quarterly Report are expressed in Canadian dollars.

BACKGROUND

9. The background leading up to the appointment of the Receiver can be found in the City of Toronto's application record dated November 10, 2022, which is posted on the Receiver's website at https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-co-operative-inc/.

RECEIVER'S ACTIVITIES TO DATE

- 10. The Receiver's First Quarterly Report dated June 13, 2023, Second Quarterly Report dated September 18, 2023, Third Quarterly Report dated December 14, 2023, First Report to the Court dated March 19, 2024 and Supplement to the Receiver's First Report to the Court dated April 22, 2024, Fourth Quarterly Report dated July 4, 2024, Fifth Quarterly Report dated October 1, 2024 (posted on the Receiver's website) sets out the Receiver's activities from the date of its appointment to October 1, 2024. Such activities are not repeated herein. Since October 1, 2024, the Receiver's activities include the following:
 - (a) reviewing and responding to the City of Toronto's (the "City") Canada-Ontario Community Housing Initiative ("COCHI") team with respect to project updates and potential COCHI timeline extension;
 - (b) working with the Co-op's auditor to finalize and issue the audited financial statements for the year ended June 30, 2024;
 - (c) reviewing quotes and attending to various common area and mechanical systems repairs and maintenance, including elevators, boiler maintenance, HVAC maintenance, pipe corrosion, garage doors, parking garage retrofit lighting and landscaping maintenance;
 - (d) review of budget prepared by CFDI team for 2024-2025;
 - reviewing quotes and attending to various resident-related maintenance problems, including issues related to bathrooms, plumbing, appliances, hot water, water leaks and pest control;
 - (f) reviewing assessment reports for mold remediation and plumbing issues;
 - (g) monitoring elevator modernization project progress and dealing with various urgent calls regarding elevator breakdowns;
 - (h) attending a meeting with City of Toronto representatives and WeirFoulds LLP ("WeirFoulds") to discuss status of receivership and outstanding issues in relation to a potential transition plan for the Co-op;

- (i) continue to engage with the Co-op's paralegal on various eviction proceedings in respect of residents not in compliance with payment of housing charges and other matters;
- (j) reviewing a roofing project report and roofing contract prepared by Brown & Beattie, including issues relating to compliance under the *Occupational Health and Safety Act*;
- (k) continuing to review and approve accounts payable and attending to making payments to, among others, various trades, professionals and suppliers, and monthly mortgage payments to MCAP;
- (l) monitoring the Co-op's operating bank account (the "**Operating Account**") to which residents make payments for monthly housing and parking charges by debit machine or electronic funds transfers; follow up of tenants returned items from the bank reports, periodically sweep the Operating Account and transfer funds to the Receiver's trust account;
- (m) responding to various enquiries and status update requests from the City of Toronto;
- (n) monitoring progress with respect to capital projects approved by the City of Toronto pursuant to the COCHI;
- (o) facilitating attendance to urgent maintenance and repairs in various units and maintenance of common area machinery and equipment;
- (p) reviewing with its counsel the status of various pending Landlord-Tenant Board proceedings;
- (q) facilitating the installation of TenantPay as an alternative method for residents to pay housing and parking charges;
- (r) attending to payment of membership dues to the Co-operative Housing Federation of Canada and Co-operative Housing Federation of Toronto;
- (s) working with WeirFoulds to review the Co-op's by-laws and policies, including a review of Board of Director minutes and member meeting minutes in relation to identified governance issues; and

(t) attending to all other administrative matters with respect to the receivership administration, including supervision, all meetings, telephone and virtual attendances and written and verbal correspondence to facilitate the forgoing.

All of which is respectfully submitted this 18th day of December, 2024.

TDB RESTRUCTURING LIMITED

solely in its capacity as Receiver of Harry Sherman Crowe Housing Cooperative Inc. and not in its personal or corporate capacity

Per:

Arif Dhanani, CPA, CA, CIRP, LIT

Managing Director

ASHANDEN)

APPENDIX J

COCHI Project – Progress Report – April 25, 2025 Update

Elevator Renovation: Both elevators were completed by March 20, 2025

Completed after March 20, 2025:

- New elevator room air conditioning unit has been installed (by Diversatech)
- New fire alarm system devices have been installed on all floors in front of the elevators.

All work completed except for:

- a) Finalization of the programming of the fire alarm panel for the new fire alarm devices in front of the elevator (by Lifeline), and verification of the programming (by Mircom). Scheduled for April 29[,] 2025 at 8:00 AM and requires elevator shaft access, which is being provided by Element Elevator.
- b) TSSA Inspection to be scheduled as soon as the programming/verification is completed
- c) Consultant's final inspection and deficiency report, if any

See National Elevator Consultant's report from March 21, 2025 attached

Underground, Hallway and Common Area, as well as Outdoor Lighting:

Final Status: Invoiced, inspected and paid – project complete.

Roofing Replacement: The roof replacement project was completed by the middle of March.

<u>The additional approved work</u>: The consultant, Brown & Beattie, found the brick work around the decorative chimneys above the parking garage emergency exit structure (at rear of building) to be severely crumbling and the structure has been cordoned off to prevent possible accidents. The work was approved as per change order # 1 and completed between March 15 and March 28

Final inspection meeting was done and holdback release was processed. Please find holdback release from Brown&Beattie attached.

.Final Status: Completed by March 28, 2025

Paving Repair of Road and Parking Areas, Uneven Paving

<u>Completed</u>: Completed and Paving/Asphalt Repair: Specifications Completed and Approved. Tender done bids received on December 12, 2024. Tender Analysis received December 20, 2024. **Please see tender analysis done and recommendation made as follows:**

Recommendation: <u>To award the contract to Mancuso Paving Ltd.</u> for Scenario B (includes bonding) at the cost of \$ 194,405 + tax. <u>Subject to confirmation with Mancuso that they acknowledge the addendum 1 which states that they will act as a subcontractor of the roofing contractor. Cold weather implications to be discussed before signing a contract with them</u>

<u>Award of Tender</u>: Due to prolonged sub-zero weather, the work could not be started before the end of March and the contract was not awarded pending confirmation of COCHI Project Extension Request

Booster Pump Replacement:

<u>In Progress</u>: Finalizing specifications on the basis of the information received from Grundfoss (pump manufacturer)

<u>Immediate Next Steps</u>: Issuing tender delayed due to timing limitation. On hold pending COCHI Project Extension Request Approval.

Smoke Alarm Replacements:

<u>Completed and Invoiced</u>: The work was done following the annual fire alarm inspection and report. The work was invoiced and invoices submitted to the City.

<u>General</u>: We are currenty still awaiting a response on the COCHI funding extension request. The City's COCHI inspection on all completed projects is still pendin

Budget Vs. Actual:

Please see below the already committed and anticipated expenditures, in relation to the total funding amount:

			\$	1,437,500.00	Total Fun	ding											
As per quote or invoice	Elevator Modernization	As per quote		Roofing	As per quote or invoice	Paving/Unev	en Sidewalk	As per invoicing	Grou Lighting/Ha Comi Areas/Und Lighting (co	allway and mon lerground ost before	То	tal before GST	HST	Ret	Non- fundable HST	refi (a:	ral with non- undable HST s per COCHI greement)
Budget	\$ 600,000.00	Budget	\$	600,000.00	Budget	\$	145,000.00	Budget	\$	28,500.00	\$1,	,401,000.00	\$182,130.00	\$	36,426.00	\$	1,437,426.00
Actual	\$ 409,828.00	Actual	\$	435,235.00	Actual	\$	194,405.00	Actual	\$	36,135.00	\$1,	,075,603.00	\$139,828.39	\$	27,965.68	\$	1,103,568.68
invoiced so far		Invoiced so far				Invoiced so far											
								Aegis	\$ 2,825.00		\$	2,500.00	325	\$	65.00	\$	2,565.00
								Optoele	\$31,438.24		\$	27,821.45	3616.79	\$	723.36	\$	28,544.81
Element	\$ 114,381.99										\$	101,223.00	13158.99	\$	2,631.80	\$	103,854.80
Element	\$ 38,127.33										\$	33,741.00	4386.33	\$	877.27	\$	34,618.27
		B&B	\$	5,454.82							\$	4,802.24	652.58	\$	130.52	\$	4,932.76
		Solar	\$	56,957.08							\$	56,329.41	627.67	<u> </u>	125.53	\$	56,454.94
NECL	\$ 5,647.18	_									-\$	649.68	649.68	<u> </u>	129.94	-\$	519.74
		Solar		\$80,185.36							\$	70,960.50	9224.86	_	1,844.97	\$	72,805.47
		Solar	\$	211,261.41							_	186,957.00	24304.41		4,860.88	\$	191,817.88
		B&B	\$	7,661.85							\$	6,630.00	\$ 1,031.85	\$	206.37	\$	6,836.37
		B&B	\$	6,349.83							\$	5,619.25	730.58	_	146.12	\$	5,765.37
		Solar B&B	\$	38,711.54							\$	34,258.00	4453.54	_	890.71	\$	35,148.71
		Lifeline	\$	659.00							\$	583.11	75.89	<u> </u>	15.18 390.00	\$	598.29 15,390.00
		Midnorth	-	16,950.00 1,796.70							\$	15,000.00	1950 206.7	_	41.34	\$	1,631.34
		Midnorth	_	4,254.00							ş	3764.55	489.45	-	97.89	\$	3,862.44
		whichful	Ģ	4,234.00								3704.33	403,43	Ģ	37.03	Ġ	3,002,44
											\vdash					Ś	
	\$ 158,156.50		Ś	430,241.59					\$34,263.24		Ś	551,129.83	65884.32	Ś	13,176.86	\$	564,306.69

Anticipated Project Timeline (if Extension granted):

		2024						2025				
Project(s)	ОСТ	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Elevator Renovation:	Renovatio Elevator, Wo Contra			of Second Elev n/Fire Alarm I		Finishing work,Closing and Deficiency Inspection						COCHI Inspection
Underground, Hallway and Common Area, as well as	completed											COCHI Inspection
Roofing Replacement / Repaving of Road and Parking Areas, Uneven		Contract Tender, Contract Award		Start-up Meeting , Coordinatio n Mobilization	Roofing Work	Roofing Work	Close-out of Roofing Work	Deficiency Inspection Financial Close-out		Contingen cy for Weather related delays	Contingen cy for Weather related delays	COCHI Inspection
Repaving of Road and Parking Areas, Uneven Paving				Contract Award	Contract Signing Start-up Meeting Paving and Grounds Work		Mobilizati on for Paving and Grounds Work Start Weather Permitting	Grounds	Deficiency Inspection Financial Close-out	_	Contingen cy for Weather related delays	COCHI Inspection
Booster Pump Replacement			Obtaining specs from Pump manufacture r	Obtaining vendor quotes Preparing work	Approval of Vendors	Ordering Materials	waiting for	Materials - or roofing or to clear ut	Installatio n	Deficiency Inspection	_	COCHI Inspection
Smoke Alarm Replacements				Obtaining quotes	Approval of Vendors	Work to be done and completed (3 days)	COCHI inspection					





ELEVATOR PROGRESS REPORT

T. 416.777.0660 PO Box 26 - North York STN Don Mills, Toronto ON, M3C 2R6

Project Information

Project: 51 Chimney Stack Road	Inspection Date: March 21, 2025						
Manager / Owner / GC: Harry Sherman Crowe Housing Co-	Op Inspected By: Jeremy Blyth						
Contractor: Element Elevator							
Number of Elevating Devices in project: 2 Number of Elevating Devices Completed: 1							
Contractor On Site Start Date: October 22, 2024							
Completion Date per Contract Based on 8 Weeks time	for Each Elevating Device: February 11, 2025						

Progress

Elevator #: 1 Date	started: January 2, 2	Scheduled	Completion Date:	February 27, 2025
Estimated Completion	Date Based on progress	March 31, 2025		
TSSA Inspection Date:		Not Confirmed 🗸		

Controller		100%
Hoist Machine / Power	Unit	100%
Hoist Ropes		100%
Rope Gripper		100%
Governor		100%
Machine Room Wiring		100%
Hoistway Wiring		100%

Car Door Equipment	100%
Hall Door Equipment + Entrances	100%
Car / Counterweight Guides	100%
Hoistway Levelling System	100%
Pit Equipment	100%
Cabin Interior / Car Fixtures	100%
Hall Fixtures	100%

Comments:

The A/C contractor has started their work on the new air conditioner for the machine room.

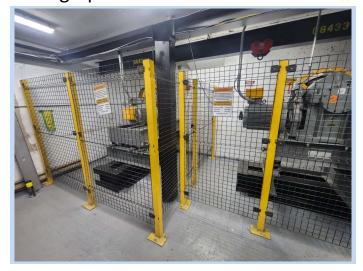
The generator signals to the elevators have been confirmed and verified.

The fire alarm signals have made some progress, but are still not completed and no confirmed completion date provided. We have sent communication to the contractor and are awaiting a response.

The elevator contractor has completed all their work and cannot move forward until the fire signals have been completed.



Photographs



The elevator machine room guarding installed and the floor painted.



The auxiliary fire key switch in the front vestibule.

Work Required by Other Trades

	The second secon		
1	Fire alarm signals + detectors	Work In Progress	
2	Disconnect switches	Work Completed	
3	Ground wire to disconnects	Work Completed	
4	Power to controllers	Work Completed	
5	Ground fault receptacles	Work Completed	
6	Guarded machine room lighting	Work Completed	
7	Guarded pit lighting	Work Completed	
8	Machine Room Cooling	Work In Progress	
9	Cabin CCTV cameras	Work Completed	
10		Work Completed	Provide WiFi in the machine room.
11	Emergency power signals	Work Completed	
12 13			
14			
15			
-13			



March 30, 2025

Ref. TheChimneystack51.rfg/c

Harry Sherman Crowe Housing Co-operative c/o Community First Developments Inc. 685 Sheppard Avenue East, Suite 505 North York, ON M2K 1B6

Attention: Christiane de Poppe <u>christianep@cfdi.ca</u>

Re: 51 The Chimneystack Road, North York

Roofing Replacements

Holdback Release Due: May 28, 2025

As instructed, we have reviewed the attached Invoice No. 19681 for Holdback Release submitted by Solar Roofing & Sheet Metal in the amount of **\$34,258.00**. Solar has also submitted the attached documentation related to the release of the Holdback:

- Statutory Declaration
- WSIB Clearance Certificate
- Confirmation of Warranty Responsibilities (2 years from Substantial Performance March 25, 2025 and additionally an extended materials warranty from the manufacturer for 10-years)
- Confirmation of Publication of Substantial Performance (dated March 28, 2025)

The amount invoiced is in agreement with our records, with payment becoming <u>due 60 days</u> <u>after publication of Substantial Performance</u>, <u>provided there are no liens registered against</u> <u>the property and all supporting documents are delivered</u>. This amount is subject to the 13% HST for a total amount owing of **\$38,711.54** on **May 28, 2025**.

Please find attached our summary of approved quantities related to the Holdback.

Thank you for the opportunity of being of service. Should you wish to review matters further, please contact us at (905) 737 0111.

Yours truly,

BROWN & BEATTIE LTD.

Griffen Brunk, B.A.Sc., EIT

Brown & Beattie Ltd. www.brownbeattie.com

c. Jeremy Nixon, Brown & Beattie Ltd. (nixon@brownbeattie.com)
Brad Gascoigne, Brown & Beattie Ltd. (gascoigne@brownbeattie.com)
Steven Zheng, Solar Roofing & Sheet Metal Ltd. (steven@solarroofing.ca)
Elizabeth Vieira, Community First Developments (elizabethv@cfdi.ca)

This letter has been emailed to enable related preparations to be made ahead of receipt of original documents. It is the contractor's responsibility to forward originals to us at which time we will forward the originals to the owner. Upon receipt of the originals the invoice becomes eligible for processing.

Brown & Beattie Ltd. www.brownbeattie.com

SUMMARY OF HOLDBACK RELEASE

Project:

51 The Chimneystack Road,

North York

Roofing System Replacement

Harry Sherman Crowe Housing Co-operative c/o Community First Developments Inc.

Contractor:

Solar Roofing & Sheet Metal Ltd.

Ref No.:

TheChimneystack51.rfg/c

Date:

March 30, 2025

Item No.	Item Description:	Unit	Unit Rate	Tendered Contract Quantity	Tendered Contract Cost	Approved Quantity	Approved Contract Cost
1	Fully remove and dispose of existing roofing membrane. Supply and install new protected 2-ply modified bitumen roofing system including all related flashings, fixtures, and fittings. Reuse existing stone ballast and insulation.		\$214,200.00	1	\$214,200.00	1.00	\$214,200.00
2	Locally replace existing insulation where damaged, as directed by the Engineer.	Ft2	\$4.00	1,200	\$4,800.00	120.00	\$480.00
3	Overlay and supplement the existing insulation to provide LTTR-25 across the entire roof area.	Lump Sum	\$17,000.00	1	\$17,000.00	1.00	\$17,000.00
4	Labour allowance for any other work not explicitly discussed elsewhere that may be required during the work at the sole discretion of the Engineer. (Cost per man hour.)		\$75.00	40	\$3,000.00		
5	Material allowance for any other work not explicitly discussed elsewhere that may be required during the work at the sole discretion of the Engineer.		\$5,000.00	1	\$5,000.00		
6	Mobilization / Demobilization / Site Safety / Administration, etc.	Lump Sum	\$30,000.00	1	\$30,000.00	1.00	\$30,000.00
7	Bonds.	Lump Sum	\$5,000.00	1	\$5,000.00	1.00	\$5,000.00
A-1	Assume the role of constructor and related responsibilities for oversight of and supervision of the elevator work.	Lump Sum	\$15,500.00	1	\$15,500.00	1.00	\$15,500.00
A-2	Assume the role of constructor and related responsibilities for oversight of and supervision of the paving work.	Lump Sum	\$7,500.00	1	\$7,500.00		
Schedu	le of Provisional Prices						
01	Optional: Supply and install metal cladding on the backside of parapets with the 2-ply modified bitumen system.	Lump Sum	\$18,600.00	1	\$18,600.00	1.00	\$18,600.00
02	Optional: Remove and dispose of the existing XPS insulation. Replace with all new XPS insulation with LTTR-25.	Lump Sum	\$96,000.00				

Holdback and Previous Draws:

\$387,115.40
φυσι, 110.40
(\$56,957.08)
(\$80,185.36)
(\$211,261.41)
\$38,711.54



SUMMARY OF HOLDBACK RELEASE

Project:

51 The Chimneystack Road,

North York

Roofing System Replacement

Harry Sherman Crowe Housing Co-operative c/o Community First Developments Inc.

Contractor:

Solar Roofing & Sheet Metal Ltd.

Ref No.:

TheChimneystack51.rfg/c

Date:

March 30, 2025

Item No.	Item Description:	Unit	Unit Rate	Tendered Contract Quantity	Tendered Contract Cost	Approved Quantity	Approved Contract Cost
O3	Alternate (Premium/Credit): Install new adhered EPDM roofing system in lieu of 2-ply modified bitumen, including all required flashings, fixtures and accessories. Include new metal cladding on the backside of parapets.		\$51,000.00				
O4	Provide 15-year extended warranty on workmanship and materials from manufacturer including any required material upgrades for 2-ply modified bitumen roofing.		\$1,500.00				
O5	Provide 20-year extended warranty on workmanship and materials from manufacturer including any required material upgrades for 2-ply modified bitumen roofing.		\$28,500.00				
O6	Provide 15-year extended warranty on workmanship and materials from manufacturer including any required material or detail upgrades for EPDM roofing.	Lump Sum	\$1,500.00				
07	Provide 20-year extended warranty on workmanship and materials from manufacturer including any required material or detail upgrades for EPDM roofing.	Lump Sum	\$5,000.00				
O8	Credit to eliminate roofing replacements at previously completed sections of the roof (with EPDM option only).	Lump Sum	(\$25,200.00)				
O9	Optional: Repair the rooftop walkway railing.	Lump Sum	\$3,000.00	1	\$3,000.00	1.00	\$3,000.00
	Authorized Changes / Additions:						
CO1	Remove architectural brick 'chimneys' from south exit stairwell enclosure.	Lump Sum	\$37,500.00	N/A	N/A	1.00	\$37,500.00
CO2	Remove and dispose a minimum of 6" of metal roofing at each 'chimeny' location and tie new flashing caps into existing underlayment.	Lump Sum	\$2,300.00	N/A	N/A	1.00	\$2,300.00
CO3.1	Remove CO2 from Contract.	Lump Sum	(\$2,300.00)	N/A	N/A	1.00	(\$2,300.00)
CO3.2	Remove additional masonry and metal to facilitate capping of the 'chimenys' at the stairwell enclosure.	Lump Sum	\$1,300.00	N/A	N/A	1.00	\$1,300.00



SUMMARY OF HOLDBACK RELEASE

Project:

51 The Chimneystack Road,

North York

Roofing System Replacement

Harry Sherman Crowe Housing Co-operative c/o Community First Developments Inc.

Contractor:

Solar Roofing & Sheet Metal Ltd.

Ref No.:

TheChimneystack51.rfg/c

Date:

March 30, 2025

Item No.	Item Description:	Unit	Unit Rate	Tendered Contract Quantity	Tendered Contract Cost	Approved Quantity	Approved Contract Cost
	SUB TOTAL				\$323,600.00		\$342,580.00
	CONTINGENCY (10% of Sub-Total)				\$32,360.00		-
	TOTAL				\$355,960.00		\$342,580.00
	HST (13% of Total)				\$46,274.80		\$44,535.40
	TOTAL CONTRACT PRICE				\$402,234.80		\$387,115.40



SOLAR ROOFING & SHEET METAL Ltd

416 658 6045 3 Miller Street Toronto, Ontario M6N 2Z6 Canada

INVOICE

Invoice No.:

19681

Date:

03/25/2025

Ship Date:

Re: Order No.

Page:

1

Sold to:

Ship to:

Harry Sherman Crowe Housing Co-operative

c/o Community First Developments Inc.

685 Shepard Avenue East, Suite 505 North York, Ontario M2K 1B6

Harry Sherman Crowe Housing Co-operative c/o Community First Developments Inc.

Regarding: 51 The Chimneystack Road

North York ON

Business No.:

121869697 RT0001

Quantity	Description	Tax	Unit Price	Amount
Quantity	Description Supply labour and material to do roof replacement at the above address as per tender SEE SCHEDULE OF VALUES Previously invoiced \$ 342,580.00 + HST Invoicing 10% holdback H - HST 13% HST	Н	Unit Price	Amount 34,258.00 4,453.54
Shipped By:	& SHEET METAL Ltd HST: #R121869697 Tracking Number: 30 Days/ Int.charge 2% On Overdue Accts.		Total Amount Amount Paid Amount Owing	38,711.54 0.00 38,711.54

		HARRY SH	ERMAN CF	COWE HO	USIN	HARRY SHERMAN CROWE HOUSING CO-OPERATIVE	MATIVE		Invoice	HB 19681
	SCHEDIII E OF VALUES	51 THE C	HIMNEYS	TACK R	OAD,	51 THE CHIMNEYSTACK ROAD, NORTH YORK	ORK		Draw	4
		II.	ROOFING SYSTEM REPLACEMENT	STEM RE	PLAC	EMENT			Date	2025-03-25
- 1									Work Performed	
Hem	Description	Contract Value	% Pre	Previously Billed	%	This Billing	%	To Date	Retainage 10% Holdback	Balance to Complete
		\$ 214,200.00	100% HB \$	192,780.00	£	\$ 21,420,00 100%	100% \$	214,200.00	\$0.00	
	Locally replace existing insulation where damaged, as directed by the engineer (120 Sq. Ft @ \$4)	\$ 4,800.00 \$ 480.00	100% HB \$	432.00	HB	\$ 48.00	100% \$	480.00	\$ 00.0\$	İ
	Overlay and supplement the existing insulation to provide LTTR-25 across the entire roof area	\$ 17,000.00	100% HB S	15,300.00	9	1,700.00	100% \$	17,000.00	\$ 00.0\$	
	Labour ALLOWANCE for any other work not explicitly discussed elsewhere that may be required during the work at the sole discretion of the Engineer. (Cost 40H @ \$75.)	\$ 3,000.00	\$ %0	i	%0	9	\$ %0		\$0.00	
	Material ALLOWANCE for any other work not explicitly discussed elsewhere that may be required during the work at the sole discretion of the Engineer.	\$ 5,000.00	\$ %0	•	%0	9	\$ %0		\$ 00.00	
	Mobilization, Demobilization, Administration, Site Safety, Administration, etc.	\$ 30,000.00	100% HB \$	27,000.00	H	3,000.00	\$ %001	30,000.00	\$ 00.00	
_	Bonds	\$ 5,000.00	100% HB \$	4,500.00	£	\$ 500.00	100% \$	2,000.00	\$ 00.00	
-	Assume the role of constructor and related responsibilities for oversight of and supervision of the elevator work	\$ 15,500.00	100% HB S	13,950.00	9	\$ 1,550.00	100% \$	15,500.00	\$0.00	<u>,</u>
A-2	Assume the role of constructor and related responsibilities for oversight of and supervision of the paving work	\$ 7,500.00	s %0	9	\$ %0	, so	\$ %0		\$0.00	ā
	Optional: Supply and install metal cladding on the backside of parapets with the 2-ply modified bitumen system	\$ 18,500.00	100% HB \$	16,740.00	里	\$ 1,860.00	100% \$	18,600.00	\$0.00	8
60	Optional: Repair the rooftop walkway railing	\$ 3,000.00	100% HB \$	2,700.00		300.00	100% \$	3,000.00	\$ 00.08	9.2
			%0		%0		%0			

	Subtots	Subtotal of Base Contract \$323,600.00	123,600.00								
Kem	Item Change Order										
1 #00	Remove and dispose of the architectural 'chimneys', including the decorative metal. Supply and COM 1 install new 1/2" phywod substante at removed areas, "prime all substantes as recommended by the manufacturer and supply and install new Blueskin TWF over phywood."	\$ 37,500.00	100% HB \$	33,750.00	\$ 9	3,750.00	3,750.00 100% \$	37,500.00	,	020	
CO# 5	Remove and dispose a minimum of 6" of the metal roofing and uptums at each 'chimney' location coth to expose the existing roof underlayment's Cupply and install new 1/2" plywood or galvanized steel coth at removed areas. Seal all laps terminations, edges with BES 925 sealant. Supply and install new metal roofing to generally match the existing.	\$ 2,300.00	100% HB \$	2,070,00	H B S	230.00	230.00 100% \$	2,300.00	·		
300	1. Remove CO# 2 From Contract	-\$ 2,300.00	100% HB -S	2,070 00	E S	230 00	230 00 100% -\$	2.300 00 \$	so.	the:	
; #0.3	2. Complete additional masonry and metal removals below the upturn to facilitate plywood caping over the roofing system.	\$ 1,300.00	100% HB \$	1,170.00	e E	130.00	130.00 100% \$	1,300.00	,		
	Subtotal	Subtotal of Change Orders	\$38,800 00					8			
	Subtotal Contract Value	\$ 362 400 00	U	308 322 00	49	34 258 00	er.	342 580 00	\$ 00.08		

Subtotal Contract Value	\$ 362,400.00	S	308,322.00	S	34,258.00	69	342,580.00
Less Unused Items 2 & A-2	\$ 11,820.00						
	\$ 8,000.00						
	\$ 342,580.00						
Less Holdback (10%)							
Tota		S	308,322.00	S	34,258.00	G	342,580.00
Value Added Taxes (H.S.T.)	\$ 44,535.40	မာ	40,081.86	S	4,453.54	G	44,535.40
Total	\$ 387,115.40	S	348,403.86	S	38,711.54	69	387,115.40

	tract Price \$323,600.00	ige Orders \$38,800.00	15 2 & A-2 \$11,820.00	Mowance \$8,000.00	ct Amount \$342,580.00	d To-Date \$ 342,580.00	y Certified \$ 308,322.00	Application \$ 34,258.00	pplication) S -	Holdback (To Date) \$ -	s Retained \$ 34,258.00	13%HST \$ 4,453.54	1 1 1 1 0 0 0 0 1 1 1 1 1 1 1 1 1 1 1 1
SUMMARY:	Original Contract Price	Total Value of Approved Change Orders	Less Unused Items 2 & A-2	Less Unused Allowance	Present Contract Amount	Total Value of Work Performed To-Date	Less Amount Previously Certified	Amount of this Application	Holdback (This Application)	Holdback	Total Value of Work Performed Less Holdbacks Retained		ř

Statutory Declaration of Progress Payment Distribution by Contractor

Standard Construction Document

CCDC 9A - 2018

To be made by the Contractor as a condition for either second and subsequent progress payments; or release of holdback. Information Appearing in the Contract Documents Name of Project Roof System Replacement at 51 The Chimneys	Application for payment number#2 - 19620 dated March 04, 2025 is the last application for payment for which the Contractor has received payment.		
Date of Contract: January 17 th , 2025			
Name of Owner Harry Sherman Crowe Housing Co-operative c/o Community First Developments Inc.	Name of Contractor Solar Roofing & Sheet Metal Ltd		
Contractor, and as such have authority to bind the Contractor, labour, subcontracts, products, services, and construction mach Contractor in the performance of the work as required by the responsible, have been paid in full as required by the Contract identified above, except for: 1) holdback monies properly retained, 2) payments deferred by agreement, or 3) payment withheld by reason of legitimate dispute which has been withheld. I make this solemn declaration conscientiously believing it to be made under oath. Declared before me in	an authorized signing officer, partner or sole proprietor of the and have personal knowledge of the fact that all accounts for ninery and equipment which have been incurred directly by the Contract, and for which the Owner might in any way be held to up to and including the latest progress payment received, as has been identified to the party or parties from whom payment be true, and knowing that it is of the same force and effect as if Desir day of March in the year 2025 Paulino Almeida Francisco, a Commissioner, otc., City of Toronto, for City of Toronto, for Sara Roofing & Sheet Metal Ltd. Expires October 9, 2025 This agreement is protected by CCDC.		

The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 – 2018 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.



Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A - 2018.

Wsib Your clearance(s) / Vos certificats de décharge

Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle. We confirm that the business(es) listed below are active and in good standing with us.

Contractor legal or trade name / Raison sociale ou appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number /	Validity period (dd-mmm-yyyy) / Période de
			Numero du certificat de	validite (IJ- mmm-aaaa)
			accilaige	
SOLAR ROOFING & SHEET	3 MILLER ST, TORONTO, ON,	238160: Roofing contractors	A00000JDZ9D	20-Feb-2025 to
MEIALLID.	INDIAZZO, CZ		The second secon	12-May 2020

agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified. Aux termes de l'article 141 de la Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que Under Section 141 of the Workplace Safety and Insurance Act, the WSIB waives our right to hold the principal (the business that has entered into a contractual 'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West Toronto, Ontario, Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050 employeraccounts@wsib.on.ca | wsib.ca

Siège social : 200, rue Front Ouest Toronto (Ontario) Canada M5V 3J1

CERTIFICATE

OF PUBLICATION

This is to certify that this official notice appeared in the Daily Commercial News on:

March 28, 2025

Toronto

51 The Chimneystack Road, Toronto

This is to certify that the contract for the following improvement: Roofing Replacements

To the above premises was substantially performed on: March 25, 2025

Date certificate signed: March 25, 2025

Name of owner: Harry Sherman Crowe Housing Co-operative

Address for service: c/o Community First Developments Inc. 685 Sheppard

Avenue East, Suite 505, North York, ON M2K 1B6

Name of contractor: Solar Roofing and Sheet Metal Ltd.

Address for service: 3 Miller Street, Toronto, ON M6N 2Z6

Name of payment certifier: Brown & Beattie Ltd.

Address: 588 Edward Avenue, Unit 49, Richmond Hill, ON, L4C 9Y6

Identification of premises for preservation of liens: ASSESSMENT ROLL NUMBER: 19-08-03-3-340-01300-0000-0 4; 51 The Chimneystack Road,

Toronto, ON, M3J 3L9

Publication date: March 28, 2025

Form ID: F9-108251

Click the link above or visit <u>dailycommercialnews.com/csp/F9-108251</u> to view the online version and verify authenticity of this certificate or notice

MATERIALS WARRANTY SOPREMA ROOF



Owner contact information:	Project site name and address:
Name Harry Sherman Crowe Housing Co-operative	Name 51 The Chimneystack
Adress 685 Sheppard Ave East., Suite 505	Adress 51 The Chimneystack Rd
_{City} North York	_{City} North York
Province Ontario	Province Ontario
Postal code M2K 1B6	Postal code M3J 3L9
Specialized contractor contact information:	Completion date: March 25th 2025
Name Solar Roofing & Sheet Metal Ltd	day/month/year
Adress 3 Miller St	Area: 15,600 Sq. ft
City Toronto	Products list (hereafter designated as the Products):
Province ON	Sopra XPS 35, Elastocol Stick Primer, Sopraply Flam Stick
Postal code M6N 2Z6	Sopralene Flam 250 GR, Sopralene Flam 180

SOPREMA Inc., a legally constituted corporation with its registered office at 1688 Jean-Berchmans-Michaud, Drummondville, Québec, J2C 8E9, hereafter designated as SOPREMA, warrants to the Owner that the Products covered by this certificate for the building and the sections covered by this warranty comply with its current specifications, are free from all manufacturing defects, and will serve their purpose for the period mentioned in this document, starting on the Completion Date, subject to GENERAL TERMS AND RESTRICTIONS described below.

GENERAL TERMS AND RESTRICTIONS

- 1. During the term of this warranty, stakeholders designated by SOPREMA must have access to the project site as needed, within a reasonable period, as agreed with the Owner.
- 2. In the event that the Products covered by this warranty are no longer available, SOPREMA reserves the right to provide other products compatible with the work to be carried out.
- 3. This warranty is valid only provided that all Products and installation services have been paid in full to SOPREMA, the specialized contractor, and the Product distributor affiliated with SOPREMA, if applicable.
- 4. Under this warranty, SOPREMA cannot in any way be held responsible for any direct, indirect or consequential damage. More specifically, SOPREMA cannot be held responsible for the loss of use of the building or any other part of its equipment or its content, the loss of profits due to production shutdowns, or any other consequential damage, whatever the nature, caused to the Owner of the building, its users, or its customers.
- 5. Subject to the other provisions of this warranty and without limiting the scope thereof, SOPREMA will not be held liable in the following cases:
 - a. Abusive or abnormal use of the SOPREMA Products, such as excessive traffic, stockpiling of materials or objects, or exposure to substances that may affect Products;
 - b. Faulty property design or incomplete construction;
 - c. Insufficient ventilation of the attic in the case of a ventilated attic building;
 - d. Insufficient positive slope or inappropriate drainage, causing premature loss of granules;
 - e. Defects or underperformance, of any nature whatsoever, movement or deterioration of a material adjacent to the Products, or any defects in the property structure or abnormal movement thereof;
 - f. Alteration, transformation, addition or repair made to the roof after the above-mentioned date of issue without prior written authorization from SOPREMA;
 - g. Damage from falling objects regardless of source;
 - h. Damage caused by plants, animals, insects or other living organisms;
 - i. Acts of God, including but not limited to, war, rioting, civil commotion, acts of terrorism and natural disasters, including but not limited to, flooding, lightning, hail, earthquakes and windstorms;
 - j. Poor maintenance of the roof.

- 6. The recourse provided by this warranty constitutes the one and only recourse which can be brought by the beneficiary in the event of any complaint submitted under the present contract or having any connection with the Products, and thus excludes all other complaints, in particular those relating to normal wear and tear, degraded appearance, and colour or tone variation. In the event of a claim, the beneficiary of the warranty must notify in writing the Warranty Agent of SOPREMA Technical Services at the address mentioned above, within thirty (30) days following the discovery of the problem related to the SOPREMA Products. When submitting the claim, the beneficiary must provide proof of purchase stating the exact name of the SOPREMA Product(s) as well as the installation date of the Product(s).
- 7. This warranty is transferable to subsequent owners of the building.
- 8. If a dispute arises concerning the interpretation or application of this warranty, the competent court is in the province where the Project building is located and the city or judicial district of the province where SOPREMA has offices closest to the Project building. In the absence of a SOPREMA office in said province, the recourse must be brought in the city or the judicial district where the Project building is located.

Stakeholders of SOPREMA (including agents, suppliers, representatives, and employees) are not authorized to make any changes to this warranty. No statement or additional warranty, whether oral or written, can bind SOPREMA beyond the conditions of this warranty. If a term of this warranty is declared invalid or unenforceable by a court of law or an International Arbitration Centre, the other terms of the warranty remain in force and enforceable.

TERMS AND RESTRICTIONS SPECIFIC TO THE TYPE OF MATERIALS WARRANTY

I. MATERIALS WARRANTY - ROOFING PRODUCTS

In the event of manufacturing defects in SOPREMA Products and, provided that said Products have been installed and incorporated in accordance with the current standards, prescriptions and specifications of SOPREMA, SOPREMA's liability will be limited, for the duration of the warranty, to the following: to refund the value of the products or to provide SOPREMA replacement products. MATERIALS – ROOFING PRODUCTS warranties cover the quality of manufacture only and apply to accessory products other than reinforced roofing waterproofing membranes. The eligible products are: sealants, mastics, liquid membranes, roofing underlayments, paver pedestals, root barriers, drainage panels, filter cloths, capillary mats, empty caissons, and similar accessories.

The Owner must, at their own expense, carry out the necessary work to remove the elements that cover the Product(s) and install the replacement products supplied by SOPREMA.

Duration: Five (5) year warranties (sealant and mastic products*) or ten (10) year warranties (liquid membranes, underlayment membranes, drainage panels, accessories, etc.).

II. MATERIALS WARRANTY - ROOFING MEMBRANES

In the event of manufacturing defects in SOPREMA Products and, provided that said Products cause water infiltration and have been installed and incorporated in accordance with the current standards, prescriptions and specifications of SOPREMA, SOPREMA's liability will be limited, for the duration of the warranty, to the following:

- i. Providing SOPREMA replacement Products:
- ii. Covering the costs for removing the defective Products;
- iii. Ensuring the installation of new products to replace the defective Products.

MATERIALS – ROOFING MEMBRANES warranties cover water infiltrations caused by a manufacturing defect of the membranes and apply only to reinforced roofing waterproofing membranes. Here are the eligible membranes: prefabricated SBS-modified bitumen membranes, prefabricated TPU-modified bitumen membranes, PVC membranes, organic felts, glass (Types IV and VI) and polyester mats made of oxidized bitumen, cold-applied liquid membranes (ALSAN RS and ALSAN FLASHING only), heat-welded liquid membranes (COLPHENE H) reinforced on site and SOPRAJOINT PLUS waterproofing monolithic expansion joint.

The Owner will be required, at their own expense, to free the Products from any elements covering them and reinstall these elements, when appropriate. These elements include, but are not limited to, snow, ice, concrete, paving stones, earth fill, as well as landscaping components. The removal of these elements is necessary so that SOPREMA stakeholders can perform the repairs.

Duration: Ten (10) year warranties.





Ontario Industrial Roofing Contractors' Association STANDARD FORM OF WARRANTY

Warranty No. 37394

roofing ass	The embl	ne Company, being a member in good standing of the Ontario Industrial Roofing ably:	Contractors' Association, has completed the installation of the following
		2 PLY MOD - BIT INVERTED ROOF SYSTEM	
on the build		ng described as follows	
		Harry Sherman Crowe Housing Co-operative	
		uilding	
		mang	
		ocation 51 The Chimneystack Road, Toronto ON M3J 3L9	
	Appı	pproximate area of roof warranted 15,600 Sq. Ft.	
		March 25, 2025	
		ation of warranty March 25, 2027	
resulting fr	om o	ne Company will repair, at their expense, any actual leaks in the roofing memb n our faulty workmanship for a period of two years on the roof membrane and me ter the above date of completion.	rane, membrane flashings and related sheet metal work of the said roof embrane flashings and one year on related sheet metal work commencing
8	The	ne warranty is given and accepted on the following conditions:	
Ĭ	(a)	If leakage to the roof occurs, the Owner shall notify the Company immediatel will be invoiced a Warranty Claim Inspection Fee in the amount of \$500.00 p of the leak is due to the Company's faulty workmanship. The Owner shall a made during regular working hours by our forces.	us HST, an amount that will be credited if it is determined that the cause
	(b)	Neither this warranty nor the contract for the installation of the roof shall rend building or to any contents thereof, or for any interruption of business resulti conclusive evidence that he does not and will not hold the Company liable for anything to the contrary contained in any agreement, written or oral, for the in-	ng therefrom. Acceptance of this warranty by the Owner shall constitute any damage to the said building or any contents thereto, notwithstanding
	(c)	No responsibility of liability is assumed in respect of repairs made necessary the elements or other hazards which may cause damage to the exterior, into specification; water vapour or moisture migration through or from the roof de over which said roof has been applied; settling of the building or distortion or of any components or appurtenances used in the roof system; nor damage to persons working or being on or about said roof.	rior or contents of the said building or structure; inadequate design or ck; failure of any materials used as a roof base or deck, or roof insulation failure of the building's foundations, walls, copings, or roof deck; failure
	(d)	This warranty is given expressly in lieu of any other guarantees or warranties quality or fitness for a particular purpose.	expressed or implied including any implied warranty of merchantability,
	(e)	This warranty will be cancelled automatically if the surface of the roof is alte the building is used for any other purpose than originally designed without the	
	(f)	Complete payment to the Company for the above work is a condition preceder	t to this warranty taking effect.
	(g)	and the second s	
	(h)	If leakage to the roof occurs, the Owner will be responsible for all costs assoc for inspections and/or repairs, including the removal and replacement of all management.	
 Date		Solar Roofin Company March 26, 2025 Authorized Offic	Sheet Metal Ltd. MMUR
	We o	e confirm the above roof to be in good condition, as of the date below, and accept Harry Sherm Owner	this warranty as the full extent of the roofing contractor's liability. an Crowe Housing Co-operative
Date		Authorized Offi	per



3 Miller St., Toronto ON M6N 2Z6 solarroofing@bellnet.ca

Tel: (416) 658-6045 solarroofing.ca

MEMBER: O.I.R.C.A. C.R.C.A. T.C.A. R.C.I. A.C.M.O. I.B.E.C.

March 26, 2025

Harry Sherman Crowe Housing Co-operative Inc. c/o Community First Developments Inc. 685 Sheppard Avenue East, Suite 505 North York, Ontario M2K 1B6

Attn: Christiane de Poppe

Regarding: Roof

Roofing Replacements

At 51 The Chimneystack Road, North York, ON

Work substantially performed on March 25, 2025

With this letter Solar Roofing & Sheet Metal Ltd. agrees Sheet Metal work performed will be warrantied with all the same conditions in force, as offered in the O.I.R.C.A. Warranty, for a period of two years, will expire March 25, 2027. This will apply only to 51 The Chimneystack Road, North York.

We trust that this extension meets with your approval. Should you have any questions, or require further clarification, please do not hesitate to contact our office.

Sincerely,

Paulino Francisco

President















APPENDIX K

<u>APPENDIX "K":</u>
Examples Inappropriate Allocation of Units and Related Record Keeping Issues

Ex.	Unit(s)	Description	Membership application	Occupancy Agreement / Long- Term Guest Agreement on file	Transfer request on file
1	311, 512	AC obtained Unit 512 through an internal transfer request out of Unit 311. The transfer request indicated that AC was in a 2-bedroom unit and wanted a different 2-bedroom unit because their "family expanded". It is unclear how or why a different 2-bedroom Unit would better support AC's needs after her family expanded. It is also unclear how AC was registered as occupying Unit 311, which is Rosell Kerr's Unit. Documents: Appendix K1 #1, #2, #3, #4	N/A	No	Yes
2	209, 301	On March 10, 2020, AK wrote a letter responding to a request to vacate a unit because it was intended for persons living with a disability. In this letter, AK explained how the Unit was assigned to them. On April 1, 2020, AK sent an email to harrysherman@bellnet.ca marked "URGENT UNIT 301". In that email, AK wrote that, on March 26, 2020, they received a letter demanding that they vacate unit 301 because it was designated for persons living with a disability, and move to a one-bedroom. AK wrote that he was asked to move by Sunday April 5, 2020, but that "I have NOT been assigned an apartment to move into." AK wrote that, due to the COVID-19 lockdown, all moving companies were closed and "I have nowhere to go." AK asked when they would be assigned a new apartment. However, notes on the April 1, 2020 email indicate that AK was moved to Unit 209 and Unit 301 was given to a "non disabled family". According to records, Unit 301 is occupied by Andrea Gledhill, a member of the former Board. Documents: Appendix K1 #5, #6	N/A	N/A	N/A

3	514, 403, 612	CG signed an application for membership in the Co-Op on February 24, 2023. CG signed a Long-Term Guest Agreement for unit 612 with a start date of July 7 2021. CG made a Internal Moves Request, stamped as having been "RECEIVED" on February 23, 2018, requesting a move from unit 403 (2-bedroom) to a 3-bedroom. There are aspects of this request that have not been explained. CG is listed as residing in unit 403 on an Internal Moves Request, stamped as having been "RECEIVED" on Nov 16, 2015, made by ZM to move from a 2-bedroom unit into either a 1-bedroom or 2-bedroom unit because they "would like to have my own space / started work, time to move out". In the same handwriting as it found on the rest of the form, ZM indicated that the other member of his household was VV. In different handwriting, it is noted that CG was also a member of this household. According to CG's 2018 transfer request, CG's household was comprised of NG and EM, not ZM or VV. Documents: Appendix K1 #7, #8, #9, #10	Yes (2023)	Yes (2021)	Yes (2015 and 2018)
4	807, 405	EP signed an application for membership on December 4, 2022. Shameika Rose, Co-Op Property Manager ("Rose"), authored a letter to EC dated December 14, 2022 indicating that the Co-Op received the application and that EP had been added to the waiting list. Rose wrote, "There is a possibility of a unit that will be available starting February 1, 2023". EP signed an occupancy agreement for Uni 807 with an effective date of February 1, 2023. Appendix "A" of that agreement indicates that EP was not receiving any housing charge subsidy. EP made an Internal Moves Request, stamped as "RECEIVED" on July 23, 2019, requesting a transfer from a 3-bedroom unit (unit 405) to a 2-bedroom unit. The reason for the move request was "my [child] and I need space". The name of the child is listed on the request, and is the same name as the co-applicant listed on the 2022	Yes (2022)	Yes (2023)	Yes (Feb 2019 and July 2019)

		application for membership. A handwritten note on the bottom of the request states "moved to 807". Lessley Manso, former Board member made an Internal Moves Request on February 14, 2019, requesting to move from a 3-bedroom to a -bedroom townhouse. The reason for the request was "convenience, location". The members of her household were listed as herself and her two children. In different handwriting, EP is listed as another member of the household, but not EP's child. A handwritten note on the bottom of the request states "town houses 27-38". Documents: Appendix K1 #11, #12, #13			
5	511	CM signed part of an application form on February 23, 2023. Also on February 23, 2023, CM signed an occupancy agreement. CM signed a different part of an application form on May 18, 2020. In that form, the move in date is listed as July 1, 2020. The form indicates that, as of the time of signing, CM was residing in Brampton. CM submitted an Internal Moves Request, stamped as "RECEIVED" on August 23, 2019, requesting to move from a one-bedroom (unit 817) to a two-bedroom. The reason for the request was "space for my [child] crowded". Documents: Appendix K1 #14, #15, #16, #17	Yes (2020 and 2023)	Yes (2023)	Yes (2019)

APPENDIX K1



ry Sherman Crowe Housing Co-operative	
ne Chimneystack Road, North York, Ontario, M3J 319. Tel: 416-736-8880	Fax: 416-736-99
INTERNAL MOVES REQUEST	
Member(s) Name: Ar Cr. Unit:	ALCEIVE
Please check your current unit size.	
1-bedroom 2-bedroom 3-bedroom	
What unit size would you like to transfer to? (please check one).	
☐ 1-Bedroom ☐ 2-Bedroom ☐ 3-Bedroom ☐ 3-Bedroom townhouse ☐ 4-Bedroom townhouse	
Reason for Move Request: Family Expanned	
	-
Please note that in order to assess your eligibility for the unit size request	eć vori
must fill in the following information. Please list all members, individual children in your household.	als and

First & Last Name (Please print)	Date of Birth (dd/mm/yy)	Age	Sex (F/M)	Relationship to Member
(1) Pt.			F	Self
(2) M			F	SISTER
(3)				
(4)				
(5)	-			
(6)				

moved to 512 - 2 bedroom.



Harry Sherman Crowe Housing Co-operative

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

[une 7, 2022]

RE: INTERNAL TRANSFER OFFER

Dear member (s):

Further to the approval of your request for an internal transfer to a two-bedroom unit, your name was placed on the Co-op's internal waiting list. This is to advise that a unit has become available. Co-op is offering you unit 512. If you are interested in this Unit, please send an acceptance letter to the office. If you choose to accept the unit, management office will be in touch with you with regards to the move-in date.

If you have any questions or concerns, please do not hesitate to contact the office during regular hours at 416 736 8889 or at harrysherman@bellnet.ca

Co-operatively yours,

Management

Management Harry Sherman Crowe Housing Co-operative



Harry Sherman Crowe Housing Co-operative

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

June 24, 2022

311 – 51 The Chimneystack Road North York, ON, M3J 3L9

To whom it may concern,

Dear Miss A

Further to the approval of your offer for a two-bedroom unit at Harry Sherman Crowe Housing Cooperative. We thank you for accepting the offer and look forward in move-in date Unit512 July 1, 2022.

Please accept this letter as proof of residency at Harry Sherman Crowe Housing Co-operative at 51 The Chimneystack Road, North York, Ontario

If you have any questions or concerns, please do not hesitate to contact the office during regular hours at 416-736-8889 or at harrysherman@bellnet.ca.

Co-operatively yours,

Shameika

Shameika Rose Property Manager Harry Sherman Crowe Housing Co-operative

Schedule A

Occupancy Agreement with Harry Sherman Crowe Housing Co-operative Inc.

If you are receiving housing charge assistance, "Terms of the Member's Housing Charge Subsidy, Appendix C" is part of this agreement, Please print or type. Add additional pages if necessary. List each Member in the Member Unit: 2. 3. 51 The Chimneystack Road Unit # 3 Address of Member Unit: Toronto, Ontario M3J3L9 Date of Occupancy: The co-op gives you the right to occupy a unit. 1. Membership Terms: The main terms of your occupancy rights and obligations are contained in 2. the Occupancy By-law. The remaining co-op by-laws also contain rights and obligations of members. You agree to obey all co-op by-laws and decisions made by the board and co-op members. Under the Co-operative Corporations Act and the co-op's by-laws, the 3. co-op can change the terms of membership and occupancy. You are entitled to a notice of all general meetings where members will decide on these changes. You are also entitled to attend and vote at these meetings. You will be bound by these changes even if you do not agree with them. If there is a conflict between the co-op's by-laws and this Agreement, the 4. co-op's by-laws, including the appendices, have priority. By signing this Agreement, you acknowledge receiving a copy of it. You are responsible for reading and understanding this Agreement. You are entitled to ask any questions and to have them answered. Date: Signature(s) of Member 1: Member(s): Date: Member 2: Date: Member 3: Signature for the Co-op Co-op: Date: by: HSC Occ By-Law Schedule & Appendix page a

Appendix A Charges to the Member(s) of

Harry Sherman Crowe Housing Co-operative Inc.

Th	ese figures may change from time to time.	
	ease print or type. Add additional pages if necessary.	
List each Member in the Member Unit:	1. ROSCII KEVV.	
	3. 4.	
Address of	51 The Chimneystack Road, Unit #:	
Member Unit:	Toronto, Ontario M3J3L9	
N	Monthly Charges as of	<u>1</u> 12005
	Housing Charge	1099.00
	Housing Charge Assistance	_
	Your Housing Charge is:	1099,00
	Parking Charge +	
	Your Total Housing Charge is:	109960
Member Deposit:	109900	
	(4)	Date: 1/ 1/2/19
Signature(s) of Member(s):	Member 1:	Date:
	Member 2:	Date:
	Member 3:	Date:
	Member 4:	Date.

Appendix B Member's Household at Harry Sherman Crowe Housing Co-operative Inc.

ress of	51 The Chimneystack Road, Unit #: 3		
nber Unit:	Toronto, Ontario M3J 3L9		
	12-12-1-12-12-12-12-12-12-12-12-12-12-12		
each person ne household:	1. KOSCII REIT		
	2.		
	3.		
	5.	ur household size or the	
		g-term guests and sou-	
	J/We agree to give prompt written notice of any change in my/or persons who make up my/our household. This includes any long	g-reum knesrz and zou-	15
	I/We agree to give prompt written notice of any change in my/or persons who make up my/our household. This includes any long occupants	g-term guests and sou-	154
Signature(s) of Member(s):	I/We agree to give prompt written notice of any change in my/or persons who make up my/our household. This includes any long occupants Member 1:	Date:	13

March 10, 2020

To Whom It May Concern,

I received a letter at my front door on March 10, 2020; which was dated March 04, 2020.

The letter is notifying me that I am occupying apartment 301, which is intended for people living with special needs so I will have to vacate the apartment.

The apartment was offered to me by the former building administration, which I have lived in for the past 2 years. And I am guessing it was probably a clerical error.

Nonetheless, I appreciate the fact that the current building administration is rectifying the issue by offering me a single bedroom apartment.

I accept the offer but will like to request for a 2-bedroom apartment because I live with my little brother.

Your cooperation and prompt response will be appreciated.

Once again, thanks for rectifying the issue by offering me another apartment.

Yours Truly,
A K (Apartment 301)

Date: Wednesday, April 1, 2020 8:07 PM

From: A

To: harrysherman@bellnet.ca < harrysherman@bellnet.ca >

Subject: URGENT UNIT 301

1st April 2020

Dear Harry Sherman Housing Administrator,

On the 26th of March 2020 I received a letter demanding I vacate my current unit (301) because it is designed for people living with disabilities, and move to a one-bedroom apartment that will be assigned to me by the Harry Sherman housing administration.

I was asked to move by Sunday the 5th of April 2020 but I have NOT been assigned an apartment to move into. I have tried contacting the administration office multiple times but it was to no avail.

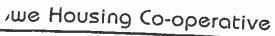
The government has issued a nationwide lock down due to the Corona Virus epidemic so all moving companies have closed down and I have nowhere to go.

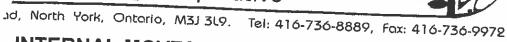
When will I be assigned a new apartment as agreed to? The deadline you gave me is fast approaching so a prompt response will be greatly appreciated.

-A (UNIT 301)

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INTERNAL MOVES REQUEST

INTERNAL MOVES REQUEST	at Break at man
	RECEIVE
Date Received:	NOV 1 6 2015
s) Name: Z Manager Unit: 403	
se check your current unit size.	
1-bedroom 2-bedroom 3-bedroom	
What unit size would you like to transfer to? (please check one)	
1-Bedroom 2-Bedroom 3-Bedroom	
☐ 3-Bedroom townhouse ☐ 4-Bedroom townhouse	@
Reason for Move Request: Would J.W. J. J.	ice/
Please note that in order to assess your eligibility for the	

Please note that in order to assess your eligibility for the unit size requested, you must fill in the following information. Please list all members, individuals and children in your household.

First & Last Name (Please print)	Date of Birth (dd/mm/yy)	Age	Sex (F/M)	Relationship to Member
M		25	M	Self
(2) V_c V_c		24	F	Persona
(4)		# 2	F	Persone!
(5)				
6)				<u>_</u>

Harry Sherman Crowe Housing Co-operative

51 The Chimneystack Road, North York, Ontario, M3J 3LP. Tel: 416-736-3886



INTERNAL MOVES REQUEST

				Date !	Received	
Memb	er(s) Name:	C	G	Ur	it: 40	_3
Pisa	sa check yo	ur current	unit size.		1200	
-	1-badroom 4-badroom	2-bed		3-bedro		
Whatu	nit siza wou	id you like	to transfer to	? (please	check or	nė).
□ _{1-B}	ledroom	□ 2-Be	edroom 4-Bedroom	-2-3-Bs	droom	Naku j
-/	10301 34	7620	Amily		oan.	
Piease must fil	note that In a	order to ass	age your pligib	litte i Cara Ma		e requested, you individuals and
Please must fill children	note that in o	order to ass wing inforr sehold.	ess your eligib mation. Please	ility for the	e unit siz nembers	e requested, you , individuals and
Please must fill children	note that in c	order to ass wing inforr sehold.	age your pligib	litte i Cara Ma		
Please must fill children	note that in o	order to ass wing inforr sehold.	ess your eligib nation. Please	ility for the	e unit siz nembers	e requested, you individuals and Relationship to
Please must fill children	note that in o	order to ass wing inforr sehold.	ess your eligib nation. Please	ility for the	e unit siz nembers Sex (F/M)	e requested, you individuals and Relationship to Member
Please must fill children	note that in o	order to ass wing inforr sehold.	ess your eligib nation. Please	ility for the	e unit siz nembers Sex (F/M)	e requested, you individuals and Relationship to Member
Please must fill children	note that in o	order to ass wing inforr sehold.	ess your eligib nation. Please	ility for the	e unit siz nembers Sex (FIM)	e requested, you individuals and Relationship to Member



Schedule B: Long-Term Guest Agreement

Harry Sherman Crowe Housing Co-operative Inc.

All members and the long-term guest must sign.

Names of Members: Ionie Roberts Robert Forsythe

Names of Long-term guest: C

G

Unit Address:

612 - 51 The Chimneystack Road North York, ON, M3J 3L9

Start Date: July 07, 2021

End Date: Indefinite period

Terms of agreement:

- The co-op agrees that the long-term guest can live in the member's unit as a part of the
 member's household starting the Start Date stated in this agreement. If a date is filled in
 for the End Date, the long-term guest agrees to leave the member's unit on or before the
 End Date. The long-term guest must have written permission from the co-op and the
 member to stay longer.
- **2.** The member is still responsible to the co-op for all housing charges and all the member's obligations to the co-op.
- **3.** The long-term guest agrees not to break any of the terms of the member's Occupancy Agreement or any co-op by-laws.
- 4. The long-term guest acknowledge that the co-op only allows members and their households to occupy co-op units. The long-term guest acknowledges that being a long-term guest does not give the members a right to the unit or any other unit or position on the co-op's internal or external waiting lists.
- 5. The long-term guest agrees to leave the member's unit of the member or the co-op requests it. The long-term guest will be entitled to written notice to leave the unit.
- **6.** The long-term guest must immediately leave the unit when the member's occupancy rights end.
- 7. The long-term guest acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the long-term guest is not a tenant under the *Residential Tenancies Act*.
- 8. The member and the long-term guest acknowledge and understand that the long-term guest cannot pay anything to the member, such as key money, and the only payment permitted is a fair share of the housing charges. Any other payment is against the law.

9. The long-term guest agrees that the co-op, through its employees or agents, can receive credit information about the long-term guest from any credit agency or other source.

Harry Sherman Crowe Housing Co-operative

Welcome to Harry Sherman Crowe Housing Co-operative!

Thank you for applying for membership here at our housing co-op.

Please ensure that you are complete all areas if the application form. It is very important that you clearly print all information. Once you have completed and signed your application form, please return the forms to the Co-op office. The office is located on the main floor at 51 The Chimneystack Road. The buzzer number for the office is #8889.

Please include copies of the following documents with your application:

- 1. Proof of citizenship status for each person named on the application.
- 2. Proof of income for each person named on the application
- 3. Photo ID of each person named on the application.
- \$25.00 credit check fee per applicant to be paid by debit (debit machine located in the co-op office).

Once the office has received your completed application with the documentation that is required, you will be placed on our waiting list for the unit size that you are interested in When a unit becomes available, the co-op office staff will complete a credit check and reference check. Once your application has been verified and processed, an interview will be scheduled with the Membership Committee. Following your interview, a recommendation will be made to the Board of Directors. If membership is approved by the Board, you will be contacted by telephone to be offered the unit. Please inform the co-op office of any contact information changes. If you do not understand the application process, please find proper assistance.

The co-op does have the right to decline applications due to poor landlord or credit references, fraudulent applications, and not meeting the requirements of co-operative living

All subsidized (Rent Geared to Income) applications are processed through Housing Connections.

Thank you for your interest,

Harry Sherman Crowe Management Office

Harry Sherman Crowe Housing Co-operative

51 The Chimneystack Road, North York Ontario M3J 3L9 (416) 736-8889

APPLICATION FOR MEMBERSHIP

Applicant Information:

ach a	idult 16 years and olde	r who will live in your u	mit MUST complete an	application
1.	Applicant's Name C	G	Rieth Date (yyyy/mm/d	
	Telephone Number: H		Work (1
2.	Name of co Applicant		Birth Date (yyyy/mm/d	d):
-	Telephone Number, H	ome:	Work: ()
₫.	Present Address: Street na	me and number (Code LIE 6HY
4.	Children in your family	034 unit under 18 years ol	aug unto.	8 to
	Name	Date of Birth	Name	Date of Birth yyyy/mm/dd
				7777/11111/00

5. Pet By-Law

The co-op has a pet policy that allows for one pet per household. All pets must be spayed or neutered. All pets must be registered with the co-op.

Type of Pet

Gender - M/F

Spayed / Neutered Date

6. Family Vehicle Information: All vehicles must be in working order, licensed and registered with the office.

F_	Year	Make	Model	Colour	License Plate
7. Wha	at unit size a	re you applying for?	1 Bedroom		edroom edroom
8. Are	you applying	for an Apartment of	or Townhouse? 🔏	Boti	5
1 Occupation Company Company Tel: ()	Name: Address:	nt: Ruti.red	Company Na Company Ad Tel: ()	me: , dress:	to Income: \$
PAST AND P	RESENT RES	DENTS			
Prese Thave Prese 2 Previo Previo	e lived here s int Rent (Incl ous Address ous Landlord	Sherince ince: 2021 uding Utilities) S	City BARIE	Postal C	Cod- 116 644 Code 14N 565
Presei 3 Have	nt Rent (Incli you ever live	#Byoars uding Utilities): \$ d at a co-op? No) If vis. what was	it called:	
4. UIQ YO	iu move out	of a rental place wh	ere you had money explain	during the last	The state of the s
MOVING IN D	PATE:		dach 1		

WHAT IS YOUR STATUS IN CANADA?

Canadian Citizen
Landed Immigrant
Valid Refugee Claimant
Visitor on a VISA
I have permission to live in Canada

ADDITIONAL INFORMATION

According to our By-Laws, you as a member are expected to attend general membership meetings each year and participate in the democratic functioning of the co-operative. You are also required to co-operate and live peacefully with other members, be financially responsible, and contribute to the heath and development of the co-op in a positive way.

In signing this form, you understand that you are required to contribute at least 4 hours of community work each month towards the co-op. This can be done through committees, or on your own time.

DECLARATION

I, the undersigned, hereby apply for membership and occupancy rights at Harry Sherman Crowe Housing Co-operative.

I understand that a non-refundable application fee of 25.00 per applicant is payable to Harry Sherman Crowe Housing Co-operative by debit with this application.

I understand that membership and occupancy rights begin on the first day of occupancy in the Co-operative as indicated by a signed Occupancy Agreement with the Co-operative

I declare that the information given on this application is full and correct to the best of my ability, and that it will be used to assist the Co-operative in the establishment of my credit worthiness and good reference.

worthiness and good reference	,	
A		
Signature of Applicant	Signature of Co-Applicant	
FUB 24 2023 Date	Date	

SIGNATURES

We are applying to be members of Harry Sherman Crowe Housing Co-operative

We understand that, if the co-op accepts us for membership and offers us a unit, we must pay a one-time membership fee of \$25.00.

We declare that all of the information in this application is correct, We give the co-op permission to verify any or all of this information, and to do a landlord check and a credit check.

We understand that Harry Sherman Crowe Housing Co-operative will use the information to:

- Contact us about this application
- Determine our eligibility for housing and membership in the co-op.

We understand that the information in this form and other information about us will only be disclosed to the Board of Directors, committees, staff, consultants and regulators of the Co-op on a need-to-know basis. We understand that the Co-op will destroy personal information about us that it no longer needs, subject to government requirements.

SIGNATURES OF ALL HOUSEHOLD MEMBERS OVER 16 YEARS OF AGE:

	TO TEAKS OF AGE:	
Print Name	Signature	fch 23/2023
Print Name	Signature	Date

APPENDIX K1 Document #11





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

INTERNAL MOVES REQUEST

	THAT EMINATE MOATS KEGOES
	Member(s) Name: Lessley. M Unit: 405
	Please check your current unit size.
	1-bedroom 2-bedroom 3-bedroom 4-bedroom
	What unit size would you like to transfer to? (please check one)
	1-Bedroom 2-Bedroom 3-Bedroom 3-Bedroom townhouse
	Reason for Move Request: Convenience, location
	Please note that in order to assess your eligibility for the unit size requested, you must fill in the following information. Please list all members, individuals and children in your household.
	First & Last Name Date of Age Sex Relationship to (Please print) (dd/mm/yy) (F/M) Member
(1)	Lessey manso 04/6/84 34 F self
(2)	18/10/07 11 F CMIN
(3)	124/07/13 5 F Child
(4)	E
(5)	
(6)	

tain houses 27-38

APPENDIX K1 Document #12



The Chimneystack Road, North York, Ontario	M3J 3L9. Tel: 416-736-888 For: 416-736
The Chimneystack Road, North York, Ontario	JEC DECLIFOR RECEIVE
IN I EKNAL MOY	VES REQUEST JUL 2 3 2019
	Date Received:
Daniel Land	
Member(s) Name: 6	Unit: 405
Please check your current unit size	
□ 1-bedroom □ 2-bedroom	3-bedroom
☐ 4-bedroom	
What unit size would you like to transfer	r to? (please check one)
1-Bedroom 2-Bedroom	☐ 3-Bedroom
	oom townhouse
Reason for Move Request: My day	Johten AND I
need soll (x)	

First & Last Name (Please print)	Date of Age Sex Relationship to Birth (F/M) Member
(1) = P	Self
(2)	darghter
(3)	3
(4)	
(5)	
(6)	

must fill in the following information. Please list all members, individuals and

children in your household.

moved to 807 - (2 bedroom)

APPENDIX K1 Document #13

Welcome to Harry Sherman Crowe Housing Co-operative!

Thank you for applying for membership here at our housing co-op.

Please ensure that you are complete all areas if the application form. It is very important that you clearly print all information. Once you have completed and signed your application form, please return the forms to the Co-op office. The office is located on the main floor at 51 The Chimneystack Road. The buzzer number for the office is #8889.

Please include copies of the following documents with your application:

- 1. Proof of citizenship status for each person named on the application.
- 2. Proof of income for each person named on the application.
- 3. Photo ID of each person named on the application.
- 4. \$25.00 credit check fee per applicant to be paid by debit (debit machine located in the co-op office).

Once the office has received your completed application with the documentation that is required, you will be placed on our waiting list for the unit size that you are interested in. When a unit becomes available, the co-op office staff will complete a credit check and reference check. Once your application has been verified and processed, an interview will be scheduled with the Membership Committee. Following your interview, a recommendation will be made to the Board of Directors. If membership is approved by the Board, you will be contacted by telephone to be offered the unit. Please inform the co-op office of any contact information changes. If you do not understand the application process, please find proper assistance.

The co-op does have the right to decline applications due to poor landlord or credit references, fraudulent applications, and not meeting the requirements of co-operative living.

All subsidized (Rent Geared to Income) applications are processed through Housing Connections

Thank you for your interest,

Harry Sherman Crowe Management Office

51 The Chimneystack Road, North York Ontario M3J 3L9 (416) 736-8889

APPLICATION FOR MEMBERSHIP

Applicant Information:

Each ad	ult 16	years	and c	lder	who	will	live in	your	unit	MUST	complete	e an	applicat	ion.
---------	--------	-------	-------	------	-----	------	---------	------	------	------	----------	------	----------	------

1.	Applicant's Name: Email:	A	Birth	Date (yyyy/mm/	/dd):
	Telephone Number: Hor	ne:		Work:	
2.	Name of co-Applicant: 7	.52	Birth	Date (yyyy/mm/	/dd):
	Email:				•
	Telephone Number: Hon	ne:		Work: (_4/	4) -
3.	Present Address:				ol Code:
	Street name	and number	City	Province	
4.	Children in your family u	nit under 18 year:	s old:		
	Name	Date of Birth yyyy/mm/dd		Name	Date of Birth

5. Pet By-Law

The co-op has a pet policy that allows for one pet per household. All pets must be spayed or neutered. All pets must be registered with the co-op.

Type of Pet

Gender - M/F

Spayed / Neutered Date

WHAT IS YOUR STATUS IN CANADA?

Canadian Citizen
Landed Immigrant
Valid Refugee Claimant
Visitor on a VISA
I have permission to live in Canada

ADDITIONAL INFORMATION

According to our By-Laws, you as a member are expected to attend general membership meetings each year and participate in the democratic functioning of the co-operative. You are also required to co-operate and live peacefully with other members, be financially responsible, and contribute to the heath and development of the co-op in a positive way.

In signing this form, you understand that you are required to contribute at least 4 hours of community work each month towards the co-op. This can be done through committees, or on your own time.

DECLARATION

I, the undersigned, hereby apply for membership and occupancy rights at Harry Sherman Crowe Housing Co-operative.

I understand that a non-refundable application fee of 25.00 per applicant is payable to Harry Sherman Crowe Housing Co-operative by debit with this application.

I understand that membership and occupancy rights begin on the first day of occupancy in the Co-operative as indicated by a signed Occupancy Agreement with the Co-operative.

I declare that the information given on this application is full and correct to the best of my ability, and that it will be used to assist the Co-operative in the establishment of my credit worthiness and good reference.

Signature of Applicant

Signature of Co-Applica

Date

Date



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

December 14, 2022



To whom it may concern,

The intent of this letter is to confirm that Harry Sherman Crowe Housing Co-operative has received an application for housing from Elma Purrier. Elma Purrier has been added to the waiting list.

There is a possibility of a unit that will be available starting February 1st, 2023. Once the unit is available, management staff will communicate with Jess Williams to fill out the occupancy agreement.

If you have any questions or concerns, please do not hesitate to contact the office at 416-736-8889 or at $\frac{16-736-8889}{100}$

Cooperatively yours,

Shameika

Shameika Rose Property Manager Harry Sherman Crowe Housing Co-operative

Harry Sherman Crowe Housing Co-op

Schedule A - Occupancy Agreement

If you are receiving housing charge assistance, "Terms of the Member's Housing Charge Subsidy, Appendix C" is part of this Agreement.

List each Member in the Member Unit:

E P			
ress of Member	Unit		- W

Add

807- 51The Chimneystack Road			
To This Chilling Stack Hoad			

Date of Occupancy:

Effective date: February 1, 2023	NAME OF TAXABLE PARTY.		

Membership Terms:

- The co-op gives you the right to occupy a unit. 1.
- 2. The main terms of your occupancy rights and obligations are contained in the Occupancy By-law. The remaining co-op by-laws also contain rights and obligations of members. You agree to obey all co-op by-laws and decisions made by the Board and co-op members.
- 3. Under The Co-operative Corporations Act and the co-op's by-laws, the co-op can change the terms of membership and occupancy. You are entitled to a notice of all general meetings where members will decide on these changes. You are also entitled to attend and vote at these meetings. You will be bound by these changes even if you do not agree with them.
- 4. If there is a conflict between the co-op's by-laws and this Agreement, the co-op's by-laws, including the appendices, have priority.

By signing this Agreement, you acknowledge receiving a copy of it. You are responsible for reading and understanding this Agreement. You are entitled to ask any questions and to have them answered.

Signatures of Members:

Member's Name	Signature	Date
E PERSON	X8DD	X FEB 12023

Signature for the Co-operative:

Name - Title	Signature	Date
-Property Manager		

Appendix A: Member Charges

Harry Sherman Crowe Housing Cooperative Inc.

Unit address:

807-51 The Chimneystack Road,

North York ON, M3J 3L9

Date of the charges in this form:

February 1, 2023

Full monthly housing charges	\$1,155.00
LESS housing charge subsidy (if any)	(\$)
Monthly housing charges	
Monthly Hydro charges	
Monthly parking charges	\$48.00
Sector support charges	\$12.00
Your total monthly housing charges are:	\$1,095.00
Your member deposit is:	\$25.00

Note: The figures stated in this Appendix may change as stated in the co-op by-laws and/or the rules about housing charge subsidy, if applicable. There may be other charges as permitted under the co-op by-laws and government requirements.

Signatures:

Date:	X Feb 1 2023 X 81-02	5
Date:		31.3 13 .18.1
Date:	Name of non-member occupant:	
Date:	Name of non-member occupant:	
Date:	Name of non-member occupant:	

To be signed by all members and any non-member occupants 16 years old or older

Harry Sherman Crowe Housing Co-op

Appendix B - Member's Household

807- 51 The Chimneystack Road, North York, ON. M3J 3L9

List each Member in the Member Unit:



List each Non-Member in the Member Unit (including children):

Non-Member Occupant's Name	

- 1. I agree to give prompt written notice of any changes in my household size or the persons who make up my household. This includes any long-term guests.
- 2. If I receive geared-to-income assistance, this includes anyone whose income should be considered in setting the amount of geared-to-income housing charge.
- 3. I understand that no one may occupy the unit except the people listed on this form. To have additional occupants I must comply with the Occupancy By-law.

Signatures of Members:

Member's Name	Signature	Date
E P	X 87-D-	x Peb 12023
		•

Signatures of Non-Member Occupants (16 years and older) if household pays a geared-to-income housing charge:

Non-Member Occupant's Name	Signature	Date
1		
		
	1	

Appendix C: Housing Charge Subsidy Terms Harry Sherman Crowe Housing Co-operative Inc.

Names of members:

Unit address:

- 51 The Chimneystack Rd

North York, ON, M3J 3L9

Names of any non-member occupants 16 years old or older:

Basic rules:

- 14. This document is an agreement between the co-op and each member and between the co-op and each non-member occupant who signs it. They are called the "household" in this document.
- 15. Each member of the household agrees to comply with the rules and obligations in this document and the applicable parts of the co-op's Occupancy Agreement and by-laws. Words used in this document have the same meaning as in the co-op's Occupancy By-law.
- 16. This document states some of the rules and obligations for households that receive a housing charge subsidy. It does not state all of them. Government requirements and co-op by-laws have many other rules and obligations that apply. These rules can change. These rules can govern over this document.
- 17. Households who receive housing charge subsidy are responsible for finding out about all the rules and obligations that apply to them and any changes in them. The co-op can give people information and answer questions about these rules and obligations.
- 18. The co-op members decide on the housing charges as stated in the Occupancy By-law. The co-op will reduce the household's housing charges by the amount of the housing charge subsidy that is allocated to the household. This amount is determined under government requirements or the co-op's Housing Charge Subsidy By-law, if it has one, or other co-op by-laws or a combination of these.

APPENDIX K1 Document #14



Wamb	er(s) Nam		RNAL	MOVES	Date R	eceived:	s sola	VIIIS S
Plea	se check	our curi	rent unit s		Un 3-bedroo		14 29 - 12 - 12	
Uh St.	4-bedroor		Target aggregated		+		W:	
□ 1-E	nit size wo Bedroom Bedroom to	Ø	2-Bedroon	1	3-Be	droom	9):	
	n for Move	Request	: Spa	ce fo	r M	y Sc	20	
nust fi	note that i ill in the fo n in your ho	ollowing i	information	our eligib . Please	ility for th list all r	e unit size nembers,	e reques individu	ted, you als and
Firs	st & Last N	lame	· · · · · · · · · · · · · · · · · · ·	Date of	Age	Sex	Relat	tionship to

moved to 511 - 2 bedroom

APPENDIX K1 Document #15

Harry Sherman Crowe Housing Co-op

Schedule A - Occupancy Agreement

If you are receiving housing charge assistance, "Terms of the Member's Housing Charge Subsidy, Appendix C" is part of this Agreement.

List each Member in the Member Unit:



Address of Member Unit:

511- 51The Chimneystack Road

Date of Occupancy:

Effective date: March 1, 2023

Membership Terms:

- The co-op gives you the right to occupy a unit.
- The main terms of your occupancy rights and obligations are contained in the Occupancy By-law. The remaining co-op by-laws also contain rights and obligations of members. You agree to obey all co-op by-laws and decisions made by the Board and co-op members.
- 3. Under The Co-operative Corporations Act and the co-op's by-laws, the co-op can change the terms of membership and occupancy. You are entitled to a notice of all general meetings where members will decide on these changes. You are also entitled to attend and vote at these meetings. You will be bound by these changes even if you do not agree with them.
- 4. If there is a conflict between the co-op's by-laws and this Agreement, the co-op's by-laws, including the appendices, have priority.

By signing this Agreement, you acknowledge receiving a copy of it. You are responsible for reading and understanding this Agreement. You are entitled to ask any questions and to have them answered.

Signatures of Members:

Member's Name	Signature	Date
D'M	Griditory	FEB: 23: 2023 F16: 23: 7.028

Signature for the Co-operative:

Name - Title	Signature	Date
-Property Manager		

APPENDIX K1 Document #16

51 The Chimneystack Road, North York Ontario M3J 3L9 (416) 736-8889

APPLICATION FOR MEMBERSHIP

Α	p	pΙ	ica	nt	In	fo	rn	٦a	ti	0	n	:
---	---	----	-----	----	----	----	----	----	----	---	---	---

Eac	h adult	16	years	and	older	who	will	live	in yo	ur unit	MUST	complete a	n application.
-----	---------	----	-------	-----	-------	-----	------	------	-------	---------	------	------------	----------------

2.	Applicant's Name: Email: Telephone Number: Name of co-Applican	Home:	rth Date (yyyy/mm/o Work: (rth Date (yyyy/mm/o	
	Email:Telephone Number: I Present Address: Street n	Home:		
	Children in your fami	ly unit under 18 years old	;	
	Name	Date of Birth yyyy/mm/dd	Name	Date of Birth
1				

Type of Pet	Gender – M/F	Spayed / Neutered Date	
Meyender		A West water was the	

6. Family Vehicle Information: All vehicles must be in working order, licensed and registered with the office.

	Year	Make	Model	Colour	License Plate
7.	What unit size a	re you applying for?	1 Bedroo		Bedroom Bedroom
8.	Are you applying	g for an Apartment o	or Townhouse? <u>A</u>	partment	
MPLO	DYMENT INFORM	ATION			
		ant: A/R Accountant			nt: Full-time Studen
	npany Name:		Company	Name: N/A	
	npany Address:		Company A	Address: <u>N/A</u>	
Tel:		iross <u>Mo Income:</u> \$1	Tel: () _	Gross	Mo Income: \$0
Emp	oloyer/Contact Na	me:	Employer/	Contact Name:	
	Present Address Present Landlord I have lived here		City: Bramptor Telephone #:		al Code: L6S 6C2
		cluding Utilities) : \$5	500.00/mth		
2.	Previous Address	· · · · · · · · · · · · · · · · · · ·	City:	Posta	al Code:
2.	Previous Address Previous Landlor	d:	City: Telephone #:	Posta	al Code:
2.	Previous Address Previous Landlor I lived there from	d:	City: Telephone #:	Posta	al Code:
	Previous Landlor I lived there from Present Rent (Inc	d: n: :luding Utilities): \$	Telephone #:		
	Previous Landlor I lived there from Present Rent (Inc	d: n:	Telephone #:		

WHAT IS YOUR STATUS IN CANADA	WHAT	'IS YOUR	STATUS IN	CANADA
-------------------------------	------	----------	-----------	--------

 Z Canadian Citizen Landed Immigrant Valid Refugee Claimant Visitor on a VISA I have permission to live in Canada 	
ADDITIONAL INFORMATION	
According to our By-Laws, you as a member are exmeetings each year and participate in the democralso required to co-operate and live peacefully with and contribute to the heath and development of the second secon	atic functioning of the co-operative. You are th other members, be financially responsible,
In signing this form, you understand that you are community work each month towards the co-op. your own time.	required to contribute at least 4 hours of This can be done through committees, or on
DECLARATION	
I, the undersigned, hereby apply for membership a Housing Co-operative.	and occupancy rights at Harry Sherman Crowe
I understand that a non-refundable application fee Sherman Crowe Housing Co-operative by debit with	e of 25.00 per applicant is payable to Harry th this application.
I understand that membership and occupancy right Co-operative as indicated by a signed Occupancy A	nts begin on the first day of occupancy in the Agreement with the Co-operative.
I declare that the information given on this applica ability, and that it will be used to assist the Co-ope worthiness and good reference.	
C_{i} M_{i}	\mathcal{D} \mathcal{M}
Signature of Applicant	Signature of Co-Applicant
May 18, 2020	May 18, 2020
Date	Date

SIGNATURES

We are applying to be members of Harry Sherman Crowe Housing Co-operative.

We understand that, if the co-op accepts us for membership and offers us a unit, we must pay a one-time membership fee of \$25.00.

We declare that all of the information in this application is correct, We give the co-op permission to verify any or all of this information, and to do a landlord check and a credit check.

We understand that Harry Sherman Crowe Housing Co-operative will use the information to:

- Contact us about this application
- Determine our eligibility for housing and membership in the co-op.

We understand that the information in this form and other information about us will only be disclosed to the Board of Directors, committees, staff, consultants and regulators of the Co-op on a need-to-know basis. We understand that the Co-op will destroy personal information about us that it no longer needs, subject to government requirements.

SIGNATURES OF ALL HOUSEHOLD MEMBERS OVER 16 YEARS OF AGE:

C M	Ce Me	May 18, 2020
Print Name	Signature	Date
Print Name	\mathcal{D}_{i} \mathcal{M}_{i} Signature	May 18, 2020 Date
Print Name	Signature	Date
Print Name	Signature	Date
Print Name	Signature	Date

APPENDIX K1 Document #17

WHAT IS YOUR STATUS IN CANADA?

✓ Canadian Citizen Landed Immigrant Valid Refugee Claimant Visitor on a VISA I have permission to live in Canada

ADDITIONAL INFORMATION

According to our By-Laws, you as a member are expected to attend general membership meetings each year and participate in the democratic functioning of the co-operative. You are also required to co-operate and live peacefully with other members, be financially responsible, and contribute to the heath and development of the co-op in a positive way.

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I understand that a non-refundable application fee of 25.00 per applicant is payable to Harry Sherman Crowe Housing Co-operative by debit with this application.

I understand that membership and occupancy rights begin on the first day of occupancy in the Co-operative as indicated by a signed Occupancy Agreement with the Co-operative

I declare that the information given on this application is full and correct to the best of my ability, and that it will be used to assist the Co-operative in the establishment of my credit

Signature of Applicant

Signature of Co-Applicant

FEB. 23. 2023

Welcome to Harry Sherman Crowe Housing Co-operative!

Thank you for applying for membership here at our housing co-op.

Please ensure that you are complete all areas if the application form. It is very important that you clearly print all information. Once you have completed and signed your application form, please return the forms to the Co-op office. The office is located on the main floor at 51 The Chimneystack Road. The buzzer number for the office is #8889.

Please include copies of the following documents with your application:

- 1. Proof of citizenship status for each person named on the application.
- 2. Proof of income for each person named on the application.
- 3. Photo ID of each person named on the application.
- 4. \$25.00 credit check fee per applicant to be paid by debit (debit machine located in the co-op office).

Once the office has received your completed application with the documentation that is required, you will be placed on our waiting list for the unit size that you are interested in. When a unit becomes available, the co-op office staff will complete a credit check and reference check. Once your application has been verified and processed, an interview will be scheduled with the Membership Committee. Following your interview, a recommendation will be made to the Board of Directors. If membership is approved by the Board, you will be contacted by telephone to be offered the unit. Please inform the co-op office of any contact information changes. If you do not understand the application process, please find proper assistance.

The co-op does have the right to decline applications due to poor landlord or credit references, fraudulent applications, and not meeting the requirements of co-operative living.

All subsidized (Rent Geared to Income) applications are processed through Housing Connections.

Thank you for your interest,

Harry Sherman Crowe Management Office

Current Market Housing Charges

Unit Type	Market Housing Charge
1 Bedroom Apartment	\$856
2 Bedroom Apartment	\$1041
3 Bedroom Apartment	\$1181
4 Bedroom Apartment	\$1260
3 Bedroom Townhouse	\$1293
4 Bedroom Townhouse	\$1439

Notes:

- 1. Housing charges are due at 12:00pm on the first business day of each month or earlier.
- 2. Monthly housing charges include a \$12.00 sector support.
- 3. Monthly housing charges for apartments do not include parking.
- 4. Monthly housing charges for apartments include heating, hydro and water.
- 5. Monthly housing charges for townhouses do not include gas or hydro.
- 6. Methods of payment for housing charges include pre-authorized debit, money order, debit or cheque. No cash will be accepted.

Other Additional Fees (when applicable):

Parking: \$48.00/month

Late Fees: \$25.00

NSF Fees: \$25.00

APPENDIX L

APPENDIX L Document #18

unit sog (one bedroon) hand written rolleg. 205 40 Member gave a move out notice in Drawwer for moving out on Janol, 2020 10 Managment mentioned to her that the notice must be for 60 days. 4 Member has not paid since Dec 2019. is Morket rent is orrears total \$5,170 to Multiple allears letters sent. 10 NTA Sent for Jan 18,2020 La Multiple unit inspection Completed up Unit seems to be Abandoned. la Roseu wants to give the unit to new friend (Fenneson Thousan) THE SIDE: (2 bedroom)

to flooding in Unit on Dec 22, 2019.

to floors for one bedroom removed.

40 unit otherwise liveable to move out on Tebruary 17, 2020.

4 Move out dote Feb 20,2020
40 Market Rent & 1119.
40 All housing charges cleaved on Feb 19,2020.

to Rosel wants to give the unit to her relative.

b real unit will move to Unit 106 as approved by Rosell and Board once the unit has been remarked.

THIS (4 localroom)	206
to Member gave a move out notice for April	01,2026
on San 13, 2020. to Currently RG1 to As per Boseu, Unit Should be given to	
Hodon Mohamed (807). Go Unit 807 Market Unit & Thig. (3 bedroom)	
4 Bathroom in bad condition	
un need to be redone	
la Causing Problems for Unit 114	
to Rai Oval	
Summary	
213 -0 209 -0 213	
[209] -D Sylvia	(2 bed)
[106] -D/moved -D [29] -D [vacant -D 707] -D	12
[509] - D [Abandoned] - D [Tenneson]	

1312 - D Notice - D Roseller 2 bed
TH13 D Motice - D [807 - D]?

o fie on July 19,2019

La Moved to Unit 209 (Vacant Since April 2019) (member possed away)

Is Member moved back to 213 on Nov 11, 2019.

40 Unit 209 Vacant till Dec 1, 2019.

is Rosell gave the unit to Sylvia Blake. whember moved in on Dec. 1 2019 to Market Rend, \$931

Drif # 106 (4 bed rooms)

w member moved out on September al, 2019 USRGI Unit

to vacant since Febli2020

who must be renovated. & Fire in the unit on August 19,2019.

4 Member Stayed in the community Room till September 1: 22019

4) Member moved to Unit 106 on September 01,2019.

UD TH 29 (Completed Jan 15,2020.

us Member moved back to Unit 29 on Febolia. 4 TH 29 is 1861

Day 38: (3 bedroom).

Roseu approved to transfer Unit 313 to RGI from Market Rent. Starting Jan 01, 2020.

APPENDIX L Document #19

From:

Saud Ahmad <saud@mpmg.ca>

To:

Rosell Kerr <rosellkerr5@gmail.com>

CC: kaleem@mpmg.ca>, harrysherman@bellnet.ca>, lesslee542

<lesslee542@gmail.com>, erica dockery <ericad26@hotmail.com>, sareeda22 <sareeda22@gmail.com>,

alesiajon <alesiajon@gmail.com>, Andrea Gledhill <andreagledhill@gmail.com>, Courtney Betty

<betty@bettyslaw.com>, David Coker <david@bettyslaw.com>

Date: Mar 16, 2022 6:30:29 PM

Subject: Re: Unit 711

Rosell,

I am really confused.

When something goes wrong you put it on Maple. Especially when a member either goes to legal or to the City. Your stupid moves won't work with me.

You've your maintenance manager directly reporting to you, you hired all companies on your own without my input. You can't put blame on me for their default. I've record of all the emails I sent you regarding this.

Truth is, You've single out few members for your personal agenda and they're now reacting. Onus is on you.

Govern yourself accordingly.

Sincerely Saud

Sent from my iPhone

On Mar 16, 2022, at 1:15 PM, Rosell Kerr <rosellkerr5@gmail.com> wrote:

Hi Kaleem,

I don't understand why you kept silent when Saud emailed things that are not true. You called in a company to repair the floor in Unit # 711, as per Property Standard order. You went in after they were finished and made a video and sent it to the board. Donna Bettyslow inquired whether the countertop/back splashed is completed and she gave yet another extension for it to be completed.

I was told by our maintenance man, Mr. Blake, that he spoke to you last week and informed you of a new countertop that is in the workshop. You agreed to call back the company that you used to repair the floor and asked them to install the countertop. However, they contacted maintenance today and told Mr. Blake that you instructed them to send their quote to maintenance for approval.

Please contact this company ASAP and have them send you the quote. You should then send the quote to the board for approval as is the norm. As I have pointed out numerous times it is useless mixing truth with lies as an attempt to distance yourself when you are being held accountable.

The misleading email that was sent to Donna Bettyslow from your manager Saud Amad, gave the impression that this matter is being dealt with by the Co-op's lawyer. This type of tactic needs to stop. Do your due diligence as a property manager and there will be no issues. Be consistent with following up and following through.
Thanks,

Rosell

From: Saud Ahmad <saud@mpmg.ca>
To: Rosell Kerr <rosellkerr5@gmail.com>

CC: Courtney Betty <betty@bettyslaw.com>, Sehrish <harrysherman@bellnet.ca>, Mohammad Kaleem

<kaleem@mpmg.ca>

Date: Mar 2, 2022 2:30:27 PM

Subject: Harassment

Ms. Kerr,

I understand your recent trip to the office, when Nidhi was on the phone with me discussing the <u>Life and Safety</u> Issue of one of the co-op's members. This is not the first time you've harassed management staff. However, it must <u>STOP</u> now. If it persists, I will have no other option but to pursue it legally. I recently have lost two Admins mainly because of your insulting behavior. Everyone has the right to work in a safe and respectable manner.

We do know our job priorities, and very well understand how to handle the issues at hand. You harassed Nidhi just because she asked you to wait until she finishes the phone call with me. We were discussing the **Gas Leak and Life and Safety** issue brought to our attention by one of the member(s).

I am again requesting you to please allow management staff to work in a safe and respectful manner.

Sincerely

--

Saud Ahmad, MBA, CRM, R.C.M. General Licence President & CEO Maple Property Management Group Inc. 644 Millway Ave, Unit # 3, Concord, ON. L4K 4H4 T:905-532-9002 F:905-532-9008 C:647-466-0596 TF:1-888-283-5685 www.mpmg.ca



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From: Saud Ahmad <saud@mpmg.ca>

To: kaleem <kaleem@mpmg.ca>, harrysherman <harrysherman@bellnet.ca>

Date: Jul 29, 2021 11:02:13 AM Subject: Fwd: Th # 7 - Move out notice

Attachments: notice of entry TH36 office version.docx, Joannie Grant 48 hours entry notice.docx

Sent from my iPhone

Begin forwarded message:

From: Rosell Kerr <rosellkerr5@gmail.com>
Date: July 29, 2021 at 9:46:32 AM EDT
To: Saud Ahmad <saud@mpmq.ca>

Cc: Lessley M <lesslee542@gmail.com>, Sareeda N <sareeda22@gmail.com>, Teshawna Bruce <teshawnabruce@gmail.com>, Nancy A <nancy.j.audette@gmail.com>, alesiajon@gmail.com

Subject: Re: Th # 7 - Move out notice

Dear Saud,

The board has always and will always do what's best **for our community**. Indeed, the vacancy was brought to my attention after Kaleem spoke to me about wanting to give the next vacant townhouse to a member "Omar Hussein" who has only been in the Co-op since 2018. Omar has been frequenting the office particularly on Tuesdays when he knew Kaleem is in the office. In fact, this week Tuesday, I saw them at the side door of the office whispering. **Did you think by sending this email <u>now</u> would be leverage or hitting back because I called out the inadequacy of the correspondences from you and your staff, among other issues?**

Consequently, I am more interested in other pressing issues, as should you. Namely, backflow issues, having the structure of our townhomes examined by an engineer, city standard order, poor service of our elevators, members' concerns, particularly on safety, parking issues, incomplete budget, garbage issues, and inadequate notices to members. Frankly, the list is endless.

It is very concerning that you verbally attack me for my constructive criticism. Drawing attention to inappropriate and inadequate wording in letters written by you or your staff should never have been seen as "handling you or Kaleem." There are many examples in the past and most recent where letters were sent from the office that created additional issues rather than resolutions. For instance, the most recent issue with TH 36, should have been resolved months ago. I have attached two letters to illustrate this point. One written by you or Kaleem with Amna's signature and the other by me with Amna's signature. My letter got the job done.

When I saw you in the office yesterday evening, your concern as the owner and senior property manager should have been about the present backflow issues. Did you know that it is mandatory for all buildings to have a backflow test at least once per year? Your company has been here for two years and we have never had a backflow test. This would have never been done had the city not flag our building with a seven day notice to comply. Now, we discover that there is a problem, and will affect us financially.

In addition, the abnormality of our water system is affecting on-call members, both physically and mentally. Lessley, Florina and I are exhausted from climbing stairs doing 24hrs firewatch while the Co-op sieeps. Neither you nor Kaleem inquired about members that were affected by the backflow issues. Here is the deal, my dinner time was disrupted because members chose to contact Mr. Blake and I, because they reported that no one answers the phone in the office during business hours.

Again, working in the best interest of the Co-op should be every staff the Board hired priority.

Kind Regards, Rosell On Wed, 28 Jul 2021 at 17:13, Saud Ahmad < saud@mpmg.ca wrote: Rosell,

There's a move out notice letter received on July 2, 2021. It has already been brought to your attention. Anyways, I'm copying all board members on it to make it formal.

Please be advised that as per City's guidelines, any vacant unit be filled with RGI through accessing Centralized Waiting List. As the coop is already way under target.

TH # 7 has given a move out notice dated July 2, 2021. They will be moving out on September 1, 2021. This unit must be filled by RGI as per City's guidelines.

Sincerely

Saud Ahmad, MBA, CRM, R.C.M. General Licence President & CEO Maple Property Management Group Inc. 644 Millway Ave, Unit # 3, Concord, ON. L4K 4H4 T:905-532-9002 F:905-532-9008 C:647-466-0596 TF:1-888-283-5685 www.mpmg.ca



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APPENDIX L1



Suzana Lama Housing Consultant

Shelter, Support & Housing Administration Mary-Anne Bedard, General Manager

Housing Stability Services Doug Rollins, Director Metro Hall, 6th Floor 55 John Street Toronto, ON M5V 3C6 Tel: 416-338-8210 Fax: 416-696-3718 Suzana.Lama@toronto.ca www.toronto.ca

November 18, 2020

Rosell Kerr, President
Harry Sherman Crowe Housing Co-operative Inc.
51 The Chimneystack Rd
Toronto Ontario M3J 3L9

Re: RGI Subsidy Provided to Unit 313 - Non-Payment of Subsidy Costs

Dear Ms. Kerr:

Through information provided by the Co-op and Access to Housing – Housing Connections, we have determined that Harry Sherman Crowe Housing Co-operative inappropriately allocated an RGI/rental subsidy to the household in unit 313 (Sabah Mohamed). This subsidy began on January 1, 2020.

By granting this unauthorized rental subsidy, the Co-op breached the Housing Services Act. The City of Toronto considers this unit a market-paying household, so the City of Toronto will not be subsidizing this household.

As a result, Harry Sherman Crowe Housing Co-operative is liable for the rental subsidy allocated to this household from the period from January 1, 2020 onwards. Based on the rent roll provided, the subsidy granted to the household was \$852 per month up to June 30, 2020 and \$878 per month from July 1, 2020 to date. As of today's date, the year-to-date costs are \$9,502. This will continue to grow.

The amount pertinent to the fiscal year ending June 30, 2020 will be recovered from your subsidy payments through your next Annual Information Return reconciliation. Future fiscal years' costs will be recovered through future Annual Information Return reconciliations.

The cost recovery will stop accruing to Harry Sherman Crowe Housing Co-operative when:

- the Co-op charges the household the market housing charge, or
- the household ceases to reside at the Co-op, or
- (at some future date) the household qualifies for an RGI subsidy legitimately as the highest-ranked household on the Centralized Waiting List.



If you have any questions please feel free to contact me at 416-338-8210 or via email at Suzana.Lama@toronto.ca.

Sincerely,

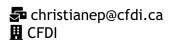
Suzana Lama Housing Consultant

c.c. Saud Ahmad, Property Manager, saud@mpmg.ca

APPENDIX M

APPENDIX M Document #20





Annual Inspection

Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op 3rd Floor Unit 301	51 The Chimneystack Road, Unit 301, Toronto, ON M3J 3L9, Canada	2024-01-30	Jonathan Buckstein

Summary Items

General Condition	Tenants are Properly Maintaining.
Tenants	
Pets	No pets observed.
Smoke / CO Detectors	Smoke / CO Detectors tested okay.
HVAC Filter (s)	Not Assessed.
Critical Repairs	
Other Repairs	

T Condition Summary

III AREA	P DETAIL		X ACTION	☐ COMMENTS	MEDIA
Entry: Entrance Area	Other	D	None	No door	Image
Entry: Entrance Area	Wall/Ceiling	D	None	Dings in wall	Image Image
Kitchen: Kitchen	Faucet/Plumbing	D	None	Airrator missing on tap	Image
Kitchen: Kitchen	Light Fixture	D	None	Missing cover	Image
Living Room: Living/Dining Room	Wall/Ceiling	D	None	Hole in wall by washroom	Image
Living Room: Living/Dining Room	Window/Lock/Scree n	D	None	Both screens ripped	Image Image Image Image

M AREA	P DETAIL		※ ACTION	□ COMMENTS	220 MEDIA
Bedroom: Bedroom 1	Door/Knob/Lock	D	None	Holes in door	Image Image
Bedroom: Bedroom 1	Wall/Ceiling	D	None	Hole in wall	Image
Bedroom 2: Bedroom 2	Closet/Door/Track/ Shelving	D	None	Doors missing	Image Image
Bedroom 2: Bedroom 2	Door/Knob/Lock	D	None	Knob has lock and falling off	Image
Bedroom 2: Bedroom 2	Window/Lock/Scree n	D	None	Screen ripped	Image Image
Bathroom: Main Bathroom	Door/Knob/Lock	D	None	Knob loose	™ Image
Bathroom: Main Bathroom	Switch/Outlet	D	None	Light cover missing	Image

Additional Items of Interest or Concern

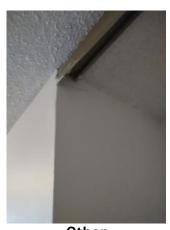
N=New S=Satisfactory D=Damaged

■ Entry: Entrance Area	CONDITION	🔀 ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Other	D -	None	No door
Switch/Outlet	- S	None	
Wall/Ceiling	D -	None	Dings in wall
			1



Flooring/Baseboard
2024-01-30 12:40:40
43.7764168, -79.4993376
Image





Other

2024-01-30 12:40:56

43.7764168, -79.4993376

Image



M Kitchen: Kitchen	CONDITION	X ACTION	□ COMMENTS
Cabinets/Drawers	N	None	
Counter	N	None	

M Kitchen: Kitchen	& CONDITION	X ACTION	□ COMMENTS ²²
Faucet/Plumbing	D -	None	Airrator missing on tap
Flooring/Baseboard	N	None	
Light Fixture	D -	None	Missing cover
Oven	- S	None	
Range/Fan/Hood/Filter	- S	None	
Refrigerator	- S	None	
Sink/Disposal	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Cabinets/Drawers

2024-01-30 12:42:46

43.776402, -79.4993282

Image



© 43.776402, -79.4993282



222

© 43.776402, -79.4993282 □ Image



Faucet/Plumbing
2024-01-30 12:42:34
43.776402, -79.4993282
Image



Flooring/Baseboard
2024-01-30 12:42:55
43.776402, -79.4993282
Image



Light Fixture
2024-01-30 12:43:03
43.776402, -79.4993282
Image

Living Room: Living/Dining Room	& CONDITION	X ACTION	□ COMMENTS
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	One outlet cover missing
Wall/Ceiling	D -	None	Hole in wall by washroom
Window Covering	- S	None	
Window/Lock/Screen	D -	None	Both screens ripped



2024-01-30 12:43:46 43.776402, -79.4993282



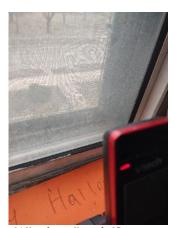
\$\frac{1}{12}\$ 2024-01-30 12:46:39

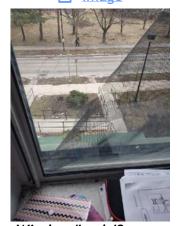
② 43.7763904, -79.4993612

□ lmage











■ Bedroom: Bedroom 1		🔀 ACTION	☐ COMMENTS
Closet/Door/Track/Shelving	- S	None	
Door/Knob/Lock	D -	None	Holes in door

■ Bedroom: Bedroom 1	& CONDITION	※ ACTION	\Box comments
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	D -	None	Hole in wall
Window Covering	- S	None	
Window/Lock/Screen	- S	None	





Flooring/Baseboard
2024-01-30 12:48:28
43.7764378, -79.4994057
Image



□ 2024-01-30 12:48:13 □ 43.7763904, -79.4993612 □ lmage





■ Bedroom 2: Bedroom 2	CONDITION	X ACTION	☐ COMMENTS
Closet/Door/Track/Shelving	D -	None	Doors missing
Door/Knob/Lock	D -	None	Knob has lock and falling off
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	D -	None	Screen ripped

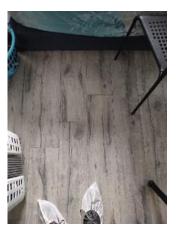






Door/Knob/Lock
2024-01-30 12:53:28
43.7764793, -79.4993519
Image





Flooring/Baseboard

2024-01-30 12:53:35

43.7764793, -79.4993519

| Image



III Bathroom: Main Bathroom	® CONDITION	X ACTION	□ COMMENTS
Cabinet/Counter/Shelving	N	None	
Door/Knob/Lock	D -	None	Knob loose
Exhaust Fan	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Medicine Cabinet/Mirror	- S	None	
Plumbing/Drain	- S	None	
Shower Door/Rail/Curtain	- S	None	
Sink/Faucet	- S	None	
Switch/Outlet	D -	None	Light cover missing
Toilet	- S	None	
Toilet Paper Holder	- S	None	

III Bathroom: Main Bathroom	& CONDITION	※ ACTION	228 ☐ COMMENTS
Towel Rack	- S	None	
Tub/Shower	N	None	
Wall/Ceiling	- S	None	





Door/Knob/Lock
2024-01-30 12:54:31
43.7764148, -79.4993171
Image







Switch/Outlet

2024-01-30 12:55:11

43.7764148, -79.4993171

Image



Tub/Shower

2024-01-30 12:56:39

43.7764254, -79.4992994

| Image

■ Other Room: Solarium		💥 ACTION	
Door/Knob/Lock	- S	None	Knob loose
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	Inaccessible





Flooring/Baseboard
2024-01-30 12:45:46
43.7763921, -79.4993141
Image



Flooring/Baseboard

2024-01-30 12:45:47

43.7763921, -79.4993141

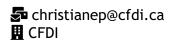
Image

General Comments

Inspector / Agent, Tenant Signature

Jonathan Buckstein





Annual Inspection

Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op 3rd Floor Unit 303	51 The Chimneystack Road, Unit 303, Toronto, ON M3J 3L9, Canada	2024-01-30	Jonathan Buckstein

Summary Items

General Condition	Tenants are Properly Maintaining.
Tenants	
Pets	No pets observed.
Smoke / CO Detectors	Smoke / CO Detectors tested okay.
HVAC Filter (s)	Not Assessed.
Critical Repairs	
Other Repairs	

Condition Summary

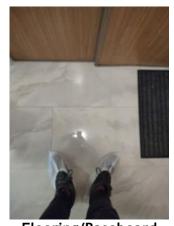
III AREA	P DETAIL		X ACTION	☐ COMMENTS	₽ MEDIA
Entry: Entrance Area	Other	D	None	No bottom track	Image
Bedroom: Bedroom 1	Closet/Door/Track/ Shelving	D	None	Off track	Image
Bedroom: Bedroom 1	Window Covering	D	None	Minor water damage on sill	Image
Living Room: Living/Dining Room	Switch/Outlet	D	None	One outlet not working	Image
Bathroom: Main Bathroom	Exhaust Fan	D	None	Loud	Image
Bathroom: Main Bathroom	Medicine Cabinet/Mirror	D	None	No handle on med cabinet	Image

■ AREA	P DETAIL	1	※ ACTION	□ COMMENTS	232 MEDIA
Bathroom: Main Bathroom	Shower Door/Rail/Curtain	D	None	Keeps falling down	Image

Additional Items of Interest or Concern

N=New S=Satisfactory D=Damaged

■ Entry: Entrance Area	CONDITION	🔀 ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Other	D -	None	No bottom track
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	

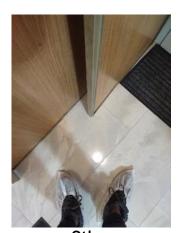


Flooring/Baseboard

2024-01-30 12:25:01

43.7763866, -79.4991733

Image



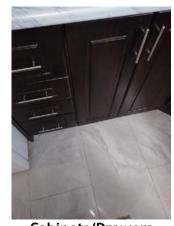
Other

2024-01-30 12:25:18

43.7763866, -79.4991733

| Image

₩ Kitchen	CONDITION	🔀 ACTION	□ COMMENTS
Cabinets/Drawers	N	None	Shelf next to sink not in and falls out
Counter	N	None	
Faucet/Plumbing	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Oven	- S	None	
Range/Fan/Hood/Filter	- S	None	
Refrigerator	- S	None	
Sink/Disposal	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Cabinets/Drawers

2024-01-30 12:25:53

43.7763866, -79.4991733

Image



Counter

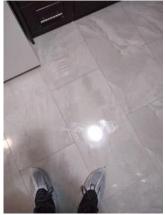
2024-01-30 12:25:58

43.7763866, -79.4991733

| Image



□ 2024-01-30 12:36:29 □ 43.7764238, -79.4991626 □ Image



Flooring/Baseboard

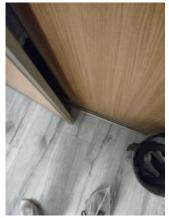
2024-01-30 12:25:47

43.7763866, -79.4991733

| Image

■ Storage: Storage Room	CONDITION	💥 ACTION	☐ COMMENTS
Light Fixture	- S	None	
■ Bedroom: Bedroom 1	& CONDITION	X ACTION	□ COMMENTS

per beardonn. beardonn i	® CONDITION	ACTION	COMMENTS
Closet/Door/Track/Shelving	D -	None	Off track
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Wall/Ceiling	- S	None	
Window Covering	D -	None	Minor water damage on sill





Flooring/Baseboard

2024-01-30 12:30:06

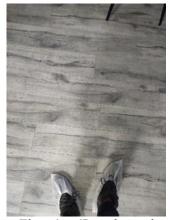
43.7764205, -79.4991645

| Image



Window Covering
2024-01-30 12:30:44
43.7764205, -79.4991645
Image

Living Room: Living/Dining Room	& CONDITION	X ACTION	□ COMMENTS
Flooring/Baseboard	N	None	
Light Fixture/Fan	N	None	
Switch/Outlet	D -	None	One outlet not working
Wall/Ceiling	- S	None	







№ Bedroom 2: Bedroom 2	CONDITION	X ACTION	□ COMMENTS
Closet/Door/Track/Shelving	- S	None	
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	
	-		



Flooring/Baseboard
2024-01-30 12:31:59
43.7764205, -79.4991645
Image

III Bathroom: Main Bathroom	& CONDITION	🔀 ACTION	□ COMMENTS
Cabinet/Counter/Shelving	N	None	
Door/Knob/Lock	- S	None	
Exhaust Fan	D -	None	Loud
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Medicine Cabinet/Mirror	D -	None	No handle on med cabinet
Plumbing/Drain	- S	None	
Shower Door/Rail/Curtain	D -	None	Keeps falling down
Sink/Faucet	- S	None	
Switch/Outlet	- S	None	
Toilet	- S	None	
Toilet Paper Holder	- S	None	
Towel Rack	- S	None	
Tub/Shower	N	None	
Wall/Ceiling	- S	None	



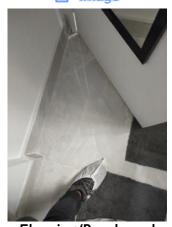
Cabinet/Counter/Shelving
2024-01-30 12:33:53
43.7764239, -79.499145
Image



Exhaust Fan
2024-01-30 12:33:38
2 43.7764239, -79.499145
Image







Flooring/Baseboard

2024-01-30 12:34:03

43.776416, -79.4991574

Image



Shower Door/Rail/Curtain 2024-01-30 12:35:17 43.776416, -79.4991574



Tub/Shower

2024-01-30 12:34:56

43.776416, -79.4991574

Image



Tub/Shower

2024-01-30 12:34:58

43.776416, -79.4991574

Image

Other Room: Solarium	CONDITION	🔀 ACTION	☐ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



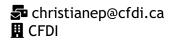
= 2024-01-30 12:28:43 **Q** 43.7764388, -79.4991812 **■** Image

General Comments

Inspector / Agent, Tenant Signature

Jonathan Buckstein





Annual Inspection

Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op 3rd Floor Unit 311	51 The Chimneystack Road, Unit 311, Toronto, ON M3J 3L9, Canada	2024-01-24	Jonathan Buckstein

Summary Items

General Condition	Tenants are Properly Maintaining.	
Tenants		
Pets	No pets observed.	
Smoke / CO Detectors	Smoke / CO Detectors tested okay.	
HVAC Filter (s)	Not Assessed.	
Critical Repairs		
Other Repairs		

& Additional Items of Interest or Concern

N=New S=Satisfactory

■ Entry: Entrance Area	CONDITION	X ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	N	None	
Other	N	None	New doors
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Flooring/Baseboard
2024-01-24 16:11:01
43.7763293, -79.4994018
Image

III Kitchen	© CONDITION	X ACTION	☐ COMMENTS
Cabinets/Drawers	N	None	
Counter	N	None	
Faucet/Plumbing	N	None	
Flooring/Baseboard	N	None	
Light Fixture	N	None	
Oven	N	None	
Range/Fan/Hood/Filter	N	None	
Refrigerator	N	None	
Sink/Disposal	N	None	
Switch/Outlet	N	None	
Wall/Ceiling	- S	None	

Ⅲ Hallway/Stairs: Hallway	CONDITION	🔀 ACTION	□ COMMENTS
Flooring/Baseboard	N	None	
Light Fixture	N	None	



Flooring/Baseboard
2024-01-24 16:14:52
43.7763383, -79.499411
Image

■ Bedroom: Bedroom 1	CONDITION	X ACTION	☐ COMMENTS
Closet/Door/Track/Shelving	N	None	
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	N	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	Screen missing / ac

Living Room: Living/Dining Room	& CONDITION	※ ACTION	□ COMMENTS
Flooring/Baseboard	N	None	
Light Fixture/Fan	N	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	

■ Bedroom 2: Bedroom 2	CONDITION	X ACTION	☐ COMMENTS
Closet/Door/Track/Shelving	N	None	
Door/Knob/Lock	N	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	

■ Bedroom 2: Bedroom 2	 CONDITION	X ACTION	\Box COMMENTS
Window Covering	- S	None	
Window/Lock/Screen	- S	None	

■ Bathroom: Main Bathroom	& CONDITION	X ACTION	□ COMMENTS
Cabinet/Counter/Shelving	N	None	
Door/Knob/Lock	N	None	
Exhaust Fan	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	N	None	
Medicine Cabinet/Mirror	- S	None	
Plumbing/Drain	- S	None	
Shower Door/Rail/Curtain	- S	None	
Sink/Faucet	N	None	
Switch/Outlet	- S	None	
Toilet	N	None	
Toilet Paper Holder	- S	None	
Towel Rack	- S	None	
Tub/Shower	N	None	
Wall/Ceiling	- S	None	

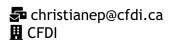
Other Room: Solarium	& CONDITION	X ACTION	☐ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	

General Comments

Inspector / Agent, Tenant Signature

Jonathan Buckstein





Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op 3rd Floor Unit 312	51 The Chimneystack Road, Unit 312, Toronto, ON M3J 3L9, Canada	2024-01-24	Jonathan Buckstein

Summary Items

General Condition	Tenants are Properly Maintaining.	
Tenants		
Pets	No pets observed.	
Smoke / CO Detectors	Smoke / CO Detectors tested okay.	
HVAC Filter (s)	Not Assessed.	
Critical Repairs		
Other Repairs		

Condition Summary

M AREA	P DETAIL		X ACTION	□ COMMENTS	MEDIA
Entry: Entrance Area	Other	D	None	Doors are stuck	Image
Storage: Storage Room	Other	D	None	Door is locked / can't get in	Image
Bedroom 2: Bedroom 2	Closet/Door/Track/ Shelving	D	None	One door broken	Image

Additional Items of Interest or Concern

N=New S=Satisfactory D=Damaged

■ Entry: Entrance Area	CONDITION	🔀 ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	N	None	
Other	D -	None	Doors are stuck
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	





Light Fixture/Fan
2024-01-24 14:03:26
43.776146, -79.4995965
Image



Other 2024-01-24 14:03:46 Q 43.776146, -79.4995965 Image

M Kitchen	CONDITION	≫ ACTION	
Cabinets/Drawers	N	None	
Counter	N	None	

III Kitchen	& CONDITION	※ ACTION	\Box comments
Faucet/Plumbing	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Oven	- S	None	
Range/Fan/Hood/Filter	- S	None	
Refrigerator	N	None	
Sink/Disposal	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



abinets/brawers

2024-01-24 14:05:17

43.7761438, -79.4995859

Image



Counter
2024-01-24 14:05:13
43.7761438, -79.4995859
Image



Cabinets/Drawers

2024-01-24 14:05:20

43.7761438, -79.4995859

| Image



Flooring/Baseboard

2024-01-24 14:05:08

43.776146, -79.4995965

Image



Refrigerator
2024-01-24 14:04:58
243.776146, -79.4995965
Image

Storage: Storage Room		X ACTION	
Other	D -	None	Door is locked / can't get in



Other

2024-01-24 14:09:43

43.7761523, -79.4995481

| Image

■ Bedroom: Bedroom 1	CONDITION	X ACTION	☐ COMMENTS
Closet/Door/Track/Shelving	- S	None	
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	Ceramic tiles on sill
Window/Lock/Screen	- S	None	



Flooring/Baseboard

2024-01-24 14:07:31

43.7761358, -79.4995717

Image

Living Room: Living/Dining Room	& CONDITION	※ ACTION	□ COMMENTS
Flooring/Baseboard	N	None	
Light Fixture/Fan	N	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Flooring/Baseboard

2024-01-24 14:05:41

43.7761438, -79.4995859

Image



■ Bedroom 2: Bedroom 2		🔀 ACTION	☐ COMMENTS
Closet/Door/Track/Shelvi ng	D -	None	One door broken
Door/Knob/Lock	- S	None	Lock on door
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	

№ Bedroom 2: Bedroom 2	& CONDITION	※ ACTION	\Box comments
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	No screen / ac





□ 2024-01-24 14:10:44 □ 43.7761523, -79.4995481 □ Image



III Bathroom: Main Bathroom		※ ACTION	□ COMMENTS
Cabinet/Counter/Shelving	N	None	
Door/Knob/Lock	- S	None	
Exhaust Fan	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Medicine Cabinet/Mirror	- S	None	
Plumbing/Drain	- S	None	
Shower Door/Rail/Curtain	- S	None	





Flooring/Baseboard
2024-01-24 14:11:48
2 43.7763018, -79.4994122
Image





Other Room: Solarium	& CONDITION	X ACTION	☐ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	

Other Room: Solarium	CONDITION	X ACTION	\Box COMMENTS
Wall/Ceiling	- S	None	
Window Covering	- S	None	Ceramic tile on sill
Window/Lock/Screen	- S	None	



Flooring/Baseboard

2024-01-24 14:06:41

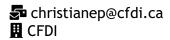
43.7761438, -79.4995859

| Image

Inspector / Agent, Tenant Signature

Jonathan Buckstein





Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op 3rd Floor Unit 315	51 The Chimneystack Road, Unit 315, Toronto, ON M3J 3L9, Canada	2024-01-23	Jonathan Buckstein

Summary Items

General Condition	Tenants are Properly Maintaining.
Tenants	
Pets	No pets observed.
Smoke / CO Detectors	Smoke / CO Detectors tested okay.
HVAC Filter (s)	Not Assessed.
Critical Repairs	
Other Repairs	

Condition Summary

M AREA	P DETAIL		X ACTION	☐ COMMENTS	MEDIA
Entry: Entrance Area	Other	D	None	New floor tracks missing on bottom	Image
Kitchen	Light Fixture	D	None	No fixture	Image
Kitchen	Wall/Ceiling	D	None	Peeling	Image Image
Bedroom: Bedroom 1	Closet/Door/Track/ Shelving	D	None	New floor no track	Image
Living Room: Living/Dining Room	Flooring/Baseboard	D	None	Glued back in water damaged	Image
Bathroom: Main Bathroom	Towel Rack	D	None	No	Image

™ AREA	P DETAIL		X ACTION	□ COMMENTS	255 MEDIA
Bathroom: Main Bathroom	Wall/Ceiling	D	None	Water damage on ceil above shower Hole	Image Image
Other Room: Solarium	Door/Knob/Lock	D	None	Door get stuck	Image

Additional Items of Interest or Concern

N=New S=Satisfactory D=Damaged

■ Entry: Entrance Area	CONDITION	※ ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	N	None	
Other	D -	None	New floor tracks missing on bottom
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	





III Kitchen	CONDITION	X ACTION	□ COMMENTS
Cabinets/Drawers	N	None	
Counter	N	None	
Faucet/Plumbing	N	None	
Flooring/Baseboard	N	None	
Light Fixture	D -	None	No fixture
Oven	- S	None	Oven light not working
Range/Fan/Hood/Filter	- S	None	
Refrigerator	- S	None	
Sink/Disposal	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	D -	None	Peeling



Cabinets/Drawers

2024-01-23 12:27:27

43.7763533, -79.4997381

Image



Faucet/Plumbing
2024-01-23 12:27:12
43.7763533, -79.4997381
Image



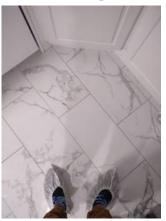
Light Fixture

2024-01-23 12:25:34

43.7763533, -79.4997381

Image





Flooring/Baseboard
2024-01-23 12:26:58
43.7763533, -79.4997381
Image





■ Storage: Storage Room	CONDITION	🔀 ACTION	☐ COMMENTS
Light Fixture	- S	None	

■ Bedroom: Bedroom 1	& CONDITION	X ACTION	□ COMMENTS
Closet/Door/Track/Shelving	D -	None	New floor no track
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	Ceramic tile on sill
Window/Lock/Screen	- S	None	





I Living Room: Living/Dining Room	& CONDITION	※ ACTION	259 ☐ COMMENTS
Flooring/Baseboard	D -	None	Glued back in water damaged
Light Fixture/Fan	N	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Flooring/Baseboard
2024-01-23 12:31:33
43.776341, -79.4997371
Image



Light Fixture/Fan
2024-01-23 12:33:22
43.776341, -79.4997371
Image

■ Bedroom 2: Bedroom 2	CONDITION	X ACTION	☐ COMMENTS
Closet/Door/Track/Shelving	- S	None	
Door/Knob/Lock	- S	None	
Flooring/Baseboard	- S	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	

III Bathroom: Main Bathroom	& CONDITION	X ACTION	□ COMMENTS
Cabinet/Counter/Shelving	N	None	
Door/Knob/Lock	- S	None	
Exhaust Fan	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	N	None	
Medicine Cabinet/Mirror	- S	None	

III Bathroom: Main Bathroom	& CONDITION	% ACTION	260 ☐ COMMENTS
Plumbing/Drain	- S	None	
Shower Door/Rail/Curtain	- S	None	
Sink/Faucet	- S	None	
Switch/Outlet	- S	None	
Toilet	- S	None	
Toilet Paper Holder	- S	None	
Towel Rack	D -	None	No
Tub/Shower	N	None	
Wall/Ceiling	D -	None	Water damage on ceil above shower Hole





Light Fixture

2024-01-23 12:35:30

43.7763636, -79.4997564

Image



Flooring/Baseboard

2024-01-23 12:35:22

43.7763636, -79.4997564

Image



Towel Rack
2024-01-23 12:36:14
43.7763637, -79.499767
Image



Tub/Shower

2024-01-23 12:37:16

43.7763637, -79.499767

Image



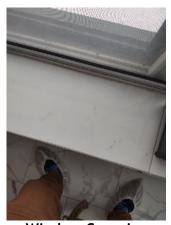


Other Room: Solarium	& CONDITION	X ACTION	□ COMMENTS
Door/Knob/Lock	D -	None	Door get stuck
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	N	None	Ceramic tile sill
Window/Lock/Screen	- S	None	



Door/Knob/Lock
2024-01-23 12:32:20
43.776341, -79.4997371
Image



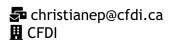


Window Covering
2024-01-23 12:32:59
43.776341, -79.4997371
Image

Inspector / Agent, Tenant Signature

Jonathan Buckstein





Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op 3rd Floor Unit 317	51 The Chimneystack Road, Unit 317, Toronto, ON M3J 3L9, Canada	2024-01-23	Jonathan Buckstein

Summary Items

General Condition	Tenants are Properly Maintaining.	
Tenants		
Pets	No pets observed.	
Smoke / CO Detectors	Smoke / CO Detectors tested okay.	
HVAC Filter (s)	Not Assessed.	
Critical Repairs		
Other Repairs		

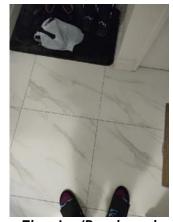
i Condition Summary

■ AREA	P DETAIL	B	X ACTION	□ COMMENTS	₩EDIA
Entry: Entrance Area	Other	D	None	No closet doors, new floor installed tracks not put in	Image Image
Bedroom: Bedroom 1	Closet/Door/Track/ Shelving	D	None	Missing no tracks	Image Image

& Additional Items of Interest or Concern

N=New S=Satisfactory D=Damaged

№ Entry: Entrance Area	CONDITION	※ ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Other	D -	None	No closet doors, new floor installed tracks not put in
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Flooring/Baseboard
2024-01-23 11:57:33
43.7763976, -79.4994279
Image



Other

2024-01-23 11:58:02

43.7763976, -79.4994279

| Image



Other

2024-01-23 11:58:06

43.7763976, -79.4994279

Image

M Kitchen	CONDITION	🔀 ACTION	□ COMMENTS
Cabinets/Drawers	N	None	

III Kitchen	& CONDITION	※ ACTION	\Box comments
Counter	N	None	
Faucet/Plumbing	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Oven	- S	None	
Range/Fan/Hood/Filter	- S	None	
Refrigerator	- S	None	
Sink/Disposal	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Cabinets/Drawers
2024-01-23 11:59:33
2 43.7763987, -79.4994362
Image



Counter

2024-01-23 11:59:28

43.7763987, -79.4994362

| Image

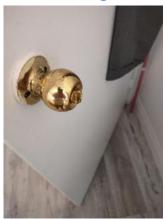


Flooring/Baseboard
2024-01-23 11:59:00
43.7763976, -79.4994279
Image

■ Storage: Storage Room	CONDITION	X ACTION	□ COMMENTS
Light Fixture	- S	None	

■ Bedroom: Bedroom 1	& CONDITION	※ ACTION	□ COMMENTS
Closet/Door/Track/Shelving	D -	None	Missing no tracks
Door/Knob/Lock	- S	None	Lock on door
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	1 cover missing
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	





Door/Knob/Lock
2024-01-23 12:02:21
43.7764197, -79.4994668
Image





Flooring/Baseboard

2024-01-23 12:02:25

43.7764197, -79.4994668

| Image

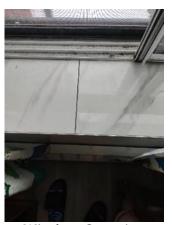


Switch/Outlet

2024-01-23 12:02:46

43.7764197, -79.4994668

Image



Living Room: Living/Dining Room	& CONDITION	※ ACTION	☐ COMMENTS
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Flooring/Baseboard

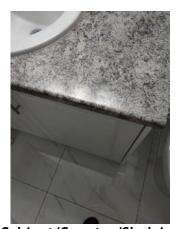
2024-01-23 11:59:50

43.7763987, -79.4994362

| Image

& CONDITION	※ ACTION	□ COMMENTS
N	None	
- S	None	
- S	None	
N	None	
- S	None	
	N - S - S N	N None - S None - S None N None

№ Bathroom: Main Bathroom	& CONDITION	※ ACTION	268 ☐ COMMENTS
Medicine Cabinet/Mirror	- S	None	
Plumbing/Drain	- S	None	
Shower Door/Rail/Curtain	- S	None	
Sink/Faucet	- S	None	
Switch/Outlet	- S	None	
Toilet	- S	None	
Toilet Paper Holder	- S	None	
Towel Rack	- S	None	
Tub/Shower	- S	None	
Wall/Ceiling	N	None	



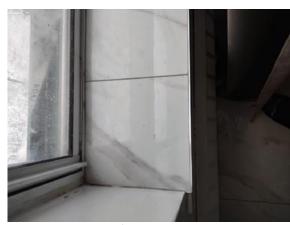






■ Other Room: Solarium	CONDITION	X ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	

Other Room: Solarium		X ACTION	\Box comments
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	

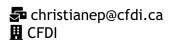


Jonathan Buckstein

Inspector / Agent, Tenant Signature

Page 7 of 7





Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op 4th Floor Unit 405	51 The Chimneystack Road, Unit 405, Toronto, ON M3J 3L9, Canada	2023-12-14	Jonathan Buckstein

Summary Items

General Condition	Tenants are Properly Maintaining.		
Tenants			
Pets	No pets observed.		
Smoke / CO Detectors	Smoke / CO Detectors tested okay.		
HVAC Filter (s)	Not Assessed.		
Critical Repairs			
Other Repairs			

i Condition Summary

■ AREA	P DETAIL	ı	X ACTION	☐ COMMENTS	MEDIA
Bedroom: Bedroom 1	Closet/Door/Track/ Shelving	D	None	Off track	Image
Bedroom 2: Bedroom 2	Closet/Door/Track/ Shelving	D	None	off rail on top	Image
Bedroom 3: Master Bedroom	Closet/Door/Track/ Shelving	D	None	Missing doors / replaced with sheets	Image
Other Room: Solarium	Door/Knob/Lock	D	None	Hard to open	Image

& Additional Items of Interest or Concern

N=New

S=Satisfactory

D=Damaged

Ⅲ Entry: Entrance Hallway	& CONDITION	※ ACTION	☐ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
			1



Flooring/Baseboard
2023-12-14 13:13:55
43.7765095, -79.4988455
Image

Kitchen: Kitchen	CONDITION	X ACTION	□ COMMENTS
Cabinets/Drawers	N	None	Dishwasher
Counter	N	None	
Faucet/Plumbing	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	N	None	
Oven	- S	None	
Range/Fan/Hood/Filter	- S	None	
Refrigerator	- S	None	
Sink/Disposal	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	N	None	



Cabinets/Drawers

2023-12-14 13:15:16

43.7765095, -79.4988455

Image



Counter

2023-12-14 13:15:06

43.7765095, -79.4988455

Image



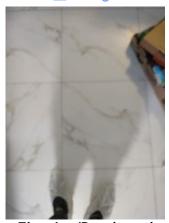
Light Fixture

2023-12-14 13:14:55

43.7765095, -79.4988455

Image





Flooring/Baseboard
2023-12-14 13:14:59
43.7765095, -79.4988455
Image



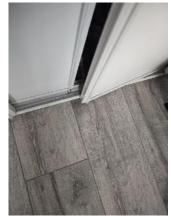
Living Room: Living / Dining Room	& CONDITION	※ ACTION	□ COMMENTS
Flooring/Baseboard	N	None	

Living Room: Living / Dining Room	& CONDITION	X ACTION	273 ☐ COMMENTS
Light Fixture/Fan	N	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	





■ Bedroom: Bedroom 1	CONDITION	🔀 ACTION	
Closet/Door/Track/Shelving	D -	None	Off track
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	





Flooring/Baseboard

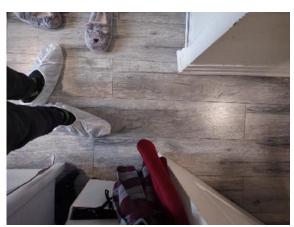
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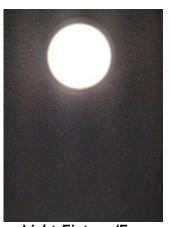
43.7764935, -79.4988477

Image

■ Bedroom 2: Bedroom 2	CONDITION	X ACTION	
Closet/Door/Track/Shelving	D -	None	off rail on top
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	N	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	







Light Fixture/Fan
2023-12-14 13:21:47
43.7764885, -79.4988645
Image

Bedroom 3: Master Bedroom	& CONDITION	X ACTION	
Closet/Door/Track/Shelving	D -	None	Missing doors / replaced with sheets
Door/Knob/Lock	N	None	Lock on door
Flooring/Baseboard	N	None	
Light Fixture/Fan	N	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	





Door/Knob/Lock
2023-12-14 13:23:04
43.7764885, -79.4988645
Image





Light Fixture/Fan
2023-12-14 13:23:17
43.7764885, -79.4988645
Image

№ Bathroom: Main Bathroom	& CONDITION	※ ACTION	
Cabinet/Counter/Shelving	N	None	One knob missing
Door/Knob/Lock	- S	None	
Exhaust Fan	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	N	None	
Medicine Cabinet/Mirror	- S	None	
Plumbing/Drain	- S	None	
Shower Door/Rail/Curtain	- S	None	
Sink/Faucet	N	None	
Switch/Outlet	- S	None	
Toilet	- S	None	
Toilet Paper Holder	- S	None	
Towel Rack	- S	None	
Tub/Shower	N	None	
Wall/Ceiling	- S	None	

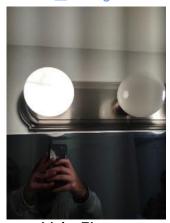




Flooring/Baseboard
2023-12-14 13:19:13
43.7765169, -79.4988458
Image







Light Fixture

2023-12-14 13:19:19

43.7765169, -79.4988458

Image



Tub/Shower

2023-12-14 13:20:04

43.7764935, -79.4988477

Image

■ Storage: Storage Room	CONDITION	X ACTION	
Light Fixture	- S	None	

Other Room: Solarium	& CONDITION	※ ACTION	\Box comments
Door/Knob/Lock	D -	None	Hard to open
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



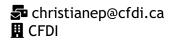
Door/Knob/Lock
2023-12-14 13:17:08
43.7765021, -79.4988572
Image



Inspector / Agent, Tenant Signature

Jonathan Buckstein





Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op 4th Floor Unit 412	51 The Chimneystack Road, Unit 412, Toronto, ON M3J 3L9, Canada	2023-12-12	Jonathan Buckstein

Summary Items

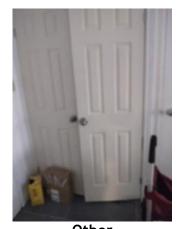
General Condition	Not Assessed.
Tenants	
Pets	No pets observed.
Smoke / CO Detectors	Smoke / CO Detectors tested okay.
HVAC Filter (s)	Not Assessed.
Critical Repairs	
Other Repairs	

& Additional Items of Interest or Concern

N=New S=Satisfactory

III Entry: Entrance Hallway	& CONDITION	X ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Other	N	None	New closet
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	





Other

2023-12-12 12:06:21

43.7762052, -79.4996306

| Image

M Kitchen: Kitchen	CONDITION	X ACTION	□ COMMENTS
Cabinets/Drawers	N	None	
Counter	N	None	
Faucet/Plumbing	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Oven	- S	None	
Range/Fan/Hood/Filter	- S	None	
Refrigerator	- S	None	
Sink/Disposal	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Cabinets/Drawers

2023-12-12 12:06:59

43.7762052, -79.4996306

Image

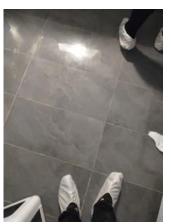


Counter

2023-12-12 12:07:13

43.7762052, -79.4996306

| Image



Flooring/Baseboard

2023-12-12 12:06:35

43.7762052, -79.4996306

| Image

Living Room: Living / Dining Room	& CONDITION	X ACTION	□ COMMENTS
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Flooring/Baseboard
2023-12-12 12:07:28
243.7762052, -79.4996306
Image

■ Bedroom: Bedroom 1	CONDITION	X ACTION	□ COMMENTS
Closet/Door/Track/Shelving	- S	None	
Door/Knob/Lock	- S	None	
Flooring/Baseboard	- S	None	
Light Fixture/Fan	- S	None	
Other	- S	None	

■ Bedroom: Bedroom 1	CONDITION	X ACTION	\Box COMMENTS 282
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	

■ Bathroom: Main Bathroom	& CONDITION	※ ACTION	□ COMMENTS
Cabinet/Counter/Shelving	N	None	
Door/Knob/Lock	- S	None	
Exhaust Fan	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Medicine Cabinet/Mirror	- S	None	
Plumbing/Drain	- S	None	
Shower Door/Rail/Curtain	- S	None	
Sink/Faucet	- S	None	
Switch/Outlet	- S	None	
Toilet	N	None	
Toilet Paper Holder	- S	None	
Towel Rack	- S	None	
Tub/Shower	N	None	
Wall/Ceiling	- S	None	







Toilet

2023-12-12 12:13:01

43.7761813, -79.4996219

Image



■ Storage: Storage Room	CONDITION	≫ ACTION	
Light Fixture	- S	None	
Other Room: Solarium	& CONDITION	% ACTION	□ COMMENTS

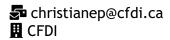
 ⊌ CONDITION	≫ ACTION	니 COMMENTS
- S	None	
N	None	
- S	None	Ac no screen
	- S N S S S S	- S None N None - S None None



General Comments

Inspector / Agent, Tenant Signature





Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op 4th Floor Unit 414	51 The Chimneystack Road, Unit 414, Toronto, ON M3J 3L9, Canada	2023-12-07	Jonathan Buckstein

Summary Items

General Condition	Tenants are Properly Maintaining.
Tenants	
Pets	No pets observed.
Smoke / CO Detectors	Smoke / CO Detectors tested okay.
HVAC Filter (s)	Not Assessed.
Critical Repairs	
Other Repairs	

Condition Summary

M AREA	P DETAIL		X ACTION	□ COMMENTS	MEDIA
Kitchen: Kitchen	Light Fixture	D	None	Cover fell off/ clips broken	Image Image
Bedroom: Bedroom 1	Closet/Door/Track/ Shelving	D	None	Missing	Image
Bedroom 2: Bedroom 2	Closet/Door/Track/ Shelving	D	None	No doors	Image

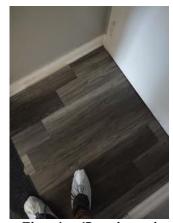
Additional Items of Interest or Concern

N=New

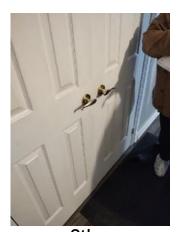
S=Satisfactory

D=Damaged

Ⅲ Entry: Entrance Hallway	& CONDITION	※ ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Other	N	None	New doors
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Flooring/Baseboard
2023-12-07 14:45:54
43.776299, -79.4996752
Image



Other
2023-12-07 14:46:32
43.776299, -79.4996752
Image

Kitchen: Kitchen		X ACTION	□ COMMENTS
Cabinets/Drawers	N	None	
Counter	N	None	
Faucet/Plumbing	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	D -	None	Cover fell off/ clips broken
Oven	N	None	
Range/Fan/Hood/Filter	N	None	
Refrigerator	N	None	
Sink/Disposal	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Cabinets/Drawers

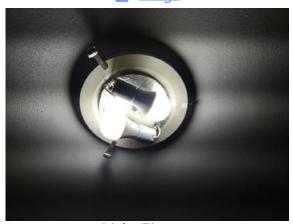
2023-12-07 14:56:05

43.7763661, -79.4996993

Image



Flooring/Baseboard
2023-12-07 14:56:35
43.7763661, -79.4996993
Image



Light Fixture

2023-12-07 14:56:43

43.7763661, -79.4996993

Image



© 43.7763661, -79.4996993



Light Fixture

2023-12-07 14:47:21

43.7763474, -79.4997208

Image



Oven

2023-12-07 14:57:24

43.7763661, -79.4996993

| Image





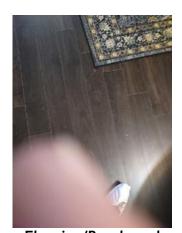
Refrigerator

2023-12-07 14:57:39

43.7763661, -79.4996993

Image

Living Room: Living / Dining Room	& CONDITION	※ ACTION	□ COMMENTS
Flooring/Baseboard	N	None	Lifting
Light Fixture/Fan	N	None	Fan
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	

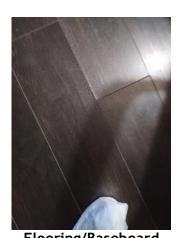


Flooring/Baseboard

2023-12-07 14:58:48

43.7763766, -79.4997287

Image

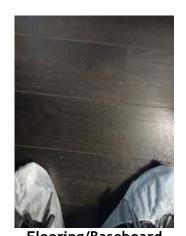




■ Bedroom: Bedroom 1	© CONDITION	X ACTION	□ COMMENTS
Closet/Door/Track/Shelving	D -	None	Missing
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



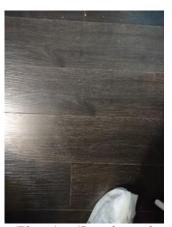
© 43.7763778, -79.4997009



■ Bedroom 2: Bedroom 2	CONDITION	X ACTION	☐ COMMENTS
Closet/Door/Track/Shelving	D -	None	No doors

■ Bedroom 2: Bedroom 2	CONDITION	X ACTION	\Box COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	No cover
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	





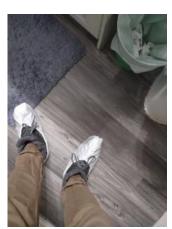
Flooring/Baseboard
2023-12-07 15:06:24
43.7763896, -79.4996994
Image

III Bedroom 3: Master Bedroom	CONDITION	X ACTION	□ COMMENTS
Closet/Door/Track/Shelvi ng	- S	None	
Door/Knob/Lock	- S	None	
Flooring/Baseboard	- S	None	
Light Fixture/Fan	- S	None	
Other	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	

III Bathroom: Main Bathroom	& CONDITION	※ ACTION	□ COMMENTS
Cabinet/Counter/Shelving	N	None	
Door/Knob/Lock	- S	None	

M Dathwaam, Main			291
III Bathroom: Main Bathroom	CONDITION	🔀 ACTION	□ COMMENTS
Exhaust Fan	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	Not standard
Medicine Cabinet/Mirror	- S	None	
Plumbing/Drain	- S	None	
Shower Door/Rail/Curtain	- S	None	
Sink/Faucet	- S	None	
Switch/Outlet	- S	None	
Toilet	- S	None	
Toilet Paper Holder	- S	None	
Towel Rack	- S	None	
Tub/Shower	N	None	
Wall/Ceiling	- S	None	







III Storage: Storage Room	CONDITION	X ACTION	□ COMMENTS
Light Fixture	- S	None	

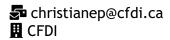
Other Room: Solarium	& CONDITION	🔀 ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	Door is rough
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



General Comments

Inspector / Agent, Tenant Signature





Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op 4th Floor Unit 415	51 The Chimneystack Road, Unit 415, Toronto, ON M3J 3L9, Canada	2023-12-07	Jonathan Buckstein

Summary Items

General Condition	Tenants are Properly Maintaining.
Tenants	
Pets	Observed, but no significant issues.
Smoke / CO Detectors	Smoke / CO Detectors tested okay.
HVAC Filter (s)	Not Assessed.
Critical Repairs	
Other Repairs	

Condition Summary

M AREA	P DETAIL	Ø	X ACTION	☐ COMMENTS	₽ MEDIA
Entry: Entrance Hallway	Light Fixture/Fan	D	None	Bulb my door not working	Image
Kitchen: Kitchen	Range/Fan/Hood/Fil ter	D	None	Light flickers when fan is on / no cover on fan	Image
Kitchen: Kitchen	Refrigerator	D	None	Too cold / freezing items	Image
Bedroom 2: Bedroom 2	Window/Lock/Scree n	D	None	Ac unit may have been put in incorrectly. Cold air coming in	Image
Bathroom: Main Bathroom	Toilet Paper Holder	D	None	None	Image

™ AREA	P DETAIL		X ACTION	□ COMMENTS	295 MEDIA
Other Room: Solarium	Door/Knob/Lock	D	None	Hard to move	Image
Other Room: Solarium	Window/Lock/Scree n	D	None	No screen Ac unit / child lock window is missing	Image

Additional Items of Interest or Concern

N=New S=Satisfactory D=Damaged

III Entry: Entrance Hallway	 CONDITION	X ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	D -	None	Bulb my door not working
Other	- S	None	Closets work fine
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Flooring/Baseboard
2023-12-07 15:13:49
43.7762843, -79.4996599
Image



Flooring/Baseboard

2023-12-07 15:13:52

43.7762843, -79.4996599

| Image



Light Fixture/Fan
2023-12-07 15:14:25
43.7762843, -79.4996599
Image

M Kitchen: Kitchen	CONDITION	🔀 ACTION	□ COMMENTS
Cabinets/Drawers	N	None	

M Kitchen: Kitchen	& CONDITION	💥 ACTION	\Box comments
Counter	N	None	
Faucet/Plumbing	N	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Oven	- S	None	Front burner stays on high on any setting
Range/Fan/Hood/Filter	D -	None	Light flickers when fan is on / no cover on fan
Refrigerator	D -	None	Too cold / freezing items
Sink/Disposal	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Cabinets/Drawers
2023-12-07 15:15:26
43.7763914, -79.499685
Image



Faucet/Plumbing
2023-12-07 15:15:16
43.7763914, -79.499685
Image



© 43.7763914, -79.499685





Range/Fan/Hood/Filter
2023-12-07 15:15:49
43.7763914, -79.499685
Image



Refrigerator
2023-12-07 15:17:06
43.7763914, -79.499685
Image

Living Room: Living / Dining Room	& CONDITION	※ ACTION	□ COMMENTS
Flooring/Baseboard	N	None	
Light Fixture/Fan	N	None	
Switch/Outlet	- S	None	Outlet covers missing
Wall/Ceiling	- S	None	



Flooring/Baseboard

2023-12-07 15:17:45

43.7763882, -79.4996716

Image



Light Fixture/Fan

2023-12-07 15:17:52

43.7763882, -79.4996716

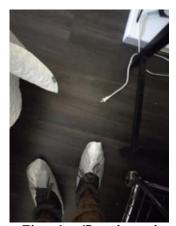
| Image

■ Bedroom: Bedroom 1		💥 ACTION	□ COMMENTS
Closet/Door/Track/Shelving	- S	None	
Door/Knob/Lock	N	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	N	None	
Switch/Outlet	- S	None	

■ Bedroom: Bedroom 1	CONDITION	X ACTION	\Box COMMENTS
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	No screen Ac unit



Door/Knob/Lock
2023-12-07 15:21:00
43.776412, -79.499656
Image



Flooring/Baseboard

2023-12-07 15:21:06

43.776412, -79.499656

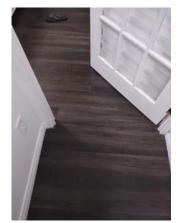
Image



■ Bedroom 2: Bedroom 2	CONDITION	X ACTION	□ COMMENTS
Closet/Door/Track/Shelving	- S	None	
Door/Knob/Lock	N	None	Lock on door
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	

■ Bedroom 2: Bedroom 2	CONDITION	X ACTION	\Box COMMENTS
			Ac unit may have been

Window/Lock/Screen	D -	None	Ac unit may have been put in incorrectly. Cold air coming in
--------------------	-----	------	--





Door/Knob/Lock
2023-12-07 15:25:28
43.7764049, -79.4996561
Image



■ Bathroom: Main Bathroom	& CONDITION	※ ACTION	□ COMMENTS
Cabinet/Counter/Shelving	N	None	
Door/Knob/Lock	N	None	
Exhaust Fan	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Medicine Cabinet/Mirror	- S	None	
Plumbing/Drain	- S	None	
Shower Door/Rail/Curtain	- S	None	

III Bathroom: Main Bathroom	& CONDITION	※ ACTION	301 ☐ COMMENTS
Sink/Faucet	N	None	
Switch/Outlet	- S	None	
Toilet	- S	None	
Toilet Paper Holder	D -	None	None
Towel Rack	- S	None	
Tub/Shower	- S	None	
Wall/Ceiling	- S	None	





Flooring/Baseboard
2023-12-07 15:24:24
43.7764049, -79.4996561
Image



Door/Knob/Lock
2023-12-07 15:24:13
43.77639, -79.4996746
Image





■ Storage: Storage Room	CONDITION	X ACTION	□ COMMENTS
Light Fixture	- S	None	
			<u> </u>

Other Room: Solarium	& CONDITION	X ACTION	□ COMMENTS
Door/Knob/Lock	D -	None	Hard to move
Flooring/Baseboard	- S	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	D -	None	No screen Ac unit / child lock window is missing

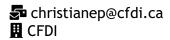


□ 2023-12-07 15:18:56 □ 43.7763882, -79.4996716 □ Image



Inspector / Agent, Tenant Signature





Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op 5th Floor Unit 509	51 The Chimneystack Road, Unit 509, Toronto, ON M3J 3L9, Canada	2023-12-05	Jonathan Buckstein

Summary Items

General Condition	Tenants are Properly Maintaining.
Tenants	
Pets	No pets observed.
Smoke / CO Detectors	Smoke / CO Detectors tested okay.
HVAC Filter (s)	Not Assessed.
Critical Repairs	
Other Repairs	

Condition Summary

M AREA	P DETAIL		X ACTION	□ COMMENTS	MEDIA
Other Room: Solarium	Door/Knob/Lock	D	None	Door off	Image
Other Room: Solarium	Wall/Ceiling	D	None	water damage	Image Image
Bedroom: Bedroom 1	Closet/Door/Track/ Shelving	D	None	No doors	Image

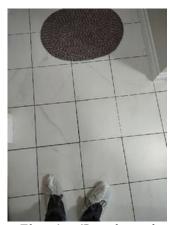
& Additional Items of Interest or Concern

N=New

S=Satisfactory

D=Damaged

Ⅲ Entry: Entrance Area	& CONDITION	X ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Other	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



M Kitchen: Kitchen		💥 ACTION	□ COMMENTS
Cabinets/Drawers	N	None	No stoppers on cabinets
Counter	N	None	
Faucet/Plumbing	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Oven	N	None	
Range/Fan/Hood/Filter	- S	None	
Refrigerator	- S	None	
Sink/Disposal	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Cabinets/Drawers

2023-12-05 12:16:08

43.7763253, -79.4992217

| Image



Counter

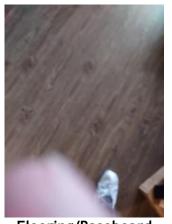
2023-12-05 12:16:14

43.7763253, -79.4992217

Image



Living Room: Living/Dining Room	& CONDITION	※ ACTION	□ COMMENTS
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



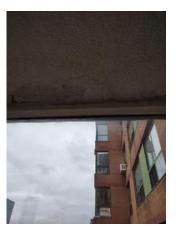
■ Other Room: Solarium	CONDITION	X ACTION	☐ COMMENTS
Door/Knob/Lock	D -	None	Door off
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	D -	None	water damage
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



□ 2023-12-05 12:20:04 □ 43.7763162, -79.4991844 □ Image



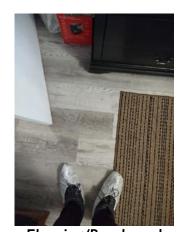




■ Bedroom: Bedroom 1	CONDITION	🔀 ACTION	□ COMMENTS
Closet/Door/Track/Shelving	D -	None	No doors
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



Closet/Door/Track/Shelving 2023-12-05 12:20:41 43.776305, -79.4991801



Flooring/Baseboard
2023-12-05 12:20:49
43.776305, -79.4991801

III Bathroom: Main Bathroom	& CONDITION	※ ACTION	□ COMMENTS
Cabinet/Counter/Shelving	N	None	No stoppers on the doors

III Bathroom: Main Bathroom	& CONDITION	※ ACTION	\Box COMMENTS
Door/Knob/Lock	- S	None	
Exhaust Fan	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Medicine Cabinet/Mirror	- S	None	
Plumbing/Drain	- S	None	
Shower Door/Rail/Curtain	- S	None	
Sink/Faucet	- S	None	
Switch/Outlet	- S	None	
Toilet	- S	None	
Toilet Paper Holder	- S	None	
Towel Rack	- S	None	
Tub/Shower	N	None	
Wall/Ceiling	- S	None	



Cabinet/Counter/Shelving
2023-12-05 12:22:10
43.776305, -79.4991801
Image



Flooring/Baseboard
2023-12-05 12:22:24
43.776305, -79.4991801
Image



Tub/Shower

2023-12-05 12:22:48

43.7763145, -79.4991707

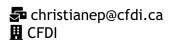
Image

■ Storage: Storage Closet		💥 ACTION	□ COMMENTS
Light Fixture	- S	None	

General Comments

Inspector / Agent, Tenant Signature





Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op 5th Floor Unit 511	51 The Chimneystack Road, Unit 511, Toronto, ON M3J 3L9, Canada	2023-11-30	Jonathan Buckstein

Summary Items

General Condition	Tenants are Properly Maintaining.
Tenants	
Pets	No pets observed.
Smoke / CO Detectors	Smoke / CO Detectors tested okay.
HVAC Filter (s)	Not Assessed.
Critical Repairs	
Other Repairs	

∤ Condition Summary

III AREA	P DETAIL	1	X ACTION	\Box COMMENTS	🚰 MEDIA
Entry: Entrance Area	Other	D	None	No doors no tracks	Image Image
Hallway/Stair s: Hallways	Light Fixture	D	None	Cover missing	Image
Kitchen: Kitchen	Cabinets/Drawers	D	None	New/ missing multiple doors/ no handles	Image Image Image
Kitchen: Kitchen	Light Fixture	D	None	No cover	Image
Kitchen: Kitchen	Range/Fan/Hood/Fil ter	D	None	No rangehood	Image
Kitchen: Kitchen	Switch/Outlet	D	None	No switch covers	Image

AREA	P DETAIL		X ACTION	□ COMMENTS	MEDIA
Living Room: Living/Dining Room	Light Fixture/Fan	D	None	No cover	Image
Living Room: Living/Dining Room	Switch/Outlet	D	None	No covers	Image Image Image
Bedroom: Bedroom 1	Closet/Door/Track/ Shelving	D	None	No track or doors	Image
Bedroom 2: Bedroom 2	Closet/Door/Track/ Shelving	D	None	Missing	Image
Bedroom 2: Bedroom 2	Window/Lock/Scree n	D	None	Screen too small for window	Image
Bathroom: Main Bathroom	Exhaust Fan	D	None	Missing	Image
Bathroom: Main Bathroom	Switch/Outlet	D	None	Missing cover	Image
Bathroom: Main Bathroom	Toilet Paper Holder	D	None	Missing	Image
Bathroom: Main Bathroom	Towel Rack	D	None	Missing	Image
Storage: Storage Closet	Other	D	None	Hole in door	Image

Additional Items of Interest or Concern

N=New S=Satisfactory D=Damaged

■ Entry: Entrance Area	CONDITION	X ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	No covers
Other	D -	None	No doors no tracks
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Flooring/Baseboard
2023-11-30 14:56:38
43.7763306, -79.4993984
Image







Other

2023-11-30 14:56:28

43.7763306, -79.4993984

Image

Hallway/Stairs: Hallways	& CONDITION	※ ACTION	□ COMMENTS
Flooring/Baseboard	N	None	

III Hallway/Stairs: Hallways	& CONDITION	※ ACTION	314 ☐ COMMENTS
Light Fixture	D -	None	Cover missing
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	





Light Fixture

2023-11-30 15:08:48

43.7760567, -79.4994196

| Image

Kitchen: Kitchen		💢 ACTION		
Cabinets/Drawers	D -	None	New/ missing multiple doors/ no handles	
Counter	N	None		
Faucet/Plumbing	- S	None		
Flooring/Baseboard	N	None		
Light Fixture	D -	None	No cover	
Oven	N	None		
Range/Fan/Hood/Filter	D -	None	No rangehood	
Refrigerator	N	None		
Sink/Disposal	N	None		
Switch/Outlet	D -	None	No switch covers	
Wall/Ceiling	- S	None		



Cabinets/Drawers

2023-11-30 14:57:15

43.7763306, -79.4993984

Image



Cabinets/Drawers

2023-11-30 14:57:40

43.7763306, -79.4993984

Image



Flooring/Baseboard
2023-11-30 14:57:52
43.7763306, -79.4993984
Image



© 43.7763306, -79.4993984



Counter

2023-11-30 14:57:25

43.7763306, -79.4993984

Image



Light Fixture

2023-11-30 14:58:05

43.776339, -79.4994083

Image



Range/Fan/Hood/Filter
2023-11-30 14:58:47
43.776339, -79.4994083
Image



Sink/Disposal
2023-11-30 14:58:31
43.776339, -79.4994083
Image



Switch/Outlet
2023-11-30 14:58:19
43.776339, -79.4994083
Image

Living Room: Living/Dining Room		X ACTION	□ COMMENTS
Flooring/Baseboard	N	None	
Light Fixture/Fan	D -	None	No cover
Switch/Outlet	D -	None	No covers
Wall/Ceiling	- S	None	



Flooring/Baseboard
2023-11-30 14:59:15
43.776339, -79.4994083
Image



Switch/Outlet

2023-11-30 14:59:34

43.776339, -79.4994083

Image



Light Fixture/Fan
2023-11-30 14:59:23
43.776339, -79.4994083
Image



Switch/Outlet

2023-11-30 14:59:47

43.776339, -79.4994083

Image



■ 2023-11-30 14:59:53 ● 43.776339, -79.4994083 ■ Image

■ Other Room: Solarium	CONDITION	※ ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	

■ Other Room: Solarium	 CONDITION	※ ACTION	\Box comments 318
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



Flooring/Baseboard
2023-11-30 15:00:20
43.7763431, -79.499368
Image

■ Bedroom: Bedroom 1	CONDITION	🔀 ACTION	□ COMMENTS
Closet/Door/Track/Shelving	D -	None	No track or doors
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	No cover
Switch/Outlet	- S	None	Loose
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



Closet/Door/Track/Shelving 2023-11-30 15:01:23
43.7763431, -79.499368
Image



Flooring/Baseboard
2023-11-30 15:01:43
43.7763431, -79.499368



■ Bedroom 2: Bedroom 2	CONDITION	X ACTION	□ COMMENTS
Closet/Door/Track/Shelving	D -	None	Missing
Door/Knob/Lock	- S	None	Hole in door
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	Cover missing
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	D -	None	Screen too small for window





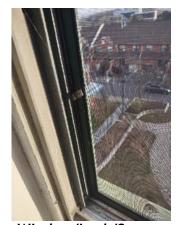
Flooring/Baseboard
2023-11-30 15:07:12
43.7763368, -79.4994054
Image



Door/Knob/Lock
2023-11-30 15:07:19
43.7763368, -79.4994054
| Image

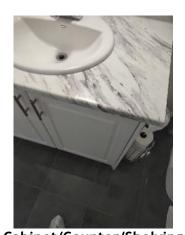


Light Fixture/Fan
2023-11-30 15:07:35
43.7763368, -79.4994054
Image



■ Bathroom: Main Bathroom	& CONDITION	※ ACTION	□ COMMENTS
Cabinet/Counter/Shelving	N	None	

■ Bathroom: Main	& CONDITION	※ ACTION	321 ☐ COMMENTS
Bathroom Door/Knob/Lock	- S	None	
Exhaust Fan	D -	None	Missing
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Medicine Cabinet/Mirror	- S	None	Missing handles
Plumbing/Drain	- S	None	
Shower Door/Rail/Curtain	- S	None	
Sink/Faucet	- S	None	
Switch/Outlet	D -	None	Missing cover
Toilet	- S	None	Slow flushing
Toilet Paper Holder	D -	None	Missing
Towel Rack	D -	None	Missing
Tub/Shower	N	None	
Wall/Ceiling	- S	None	





Exhaust Fan

2023-11-30 15:04:02

43.7762882, -79.4994057

| lmage



Flooring/Baseboard
2023-11-30 15:06:10
43.7763368, -79.4994054
Image



Switch/Outlet
2023-11-30 15:05:20
43.7762882, -79.4994057
Image



Towel Rack
2023-11-30 15:06:21
43.7763368, -79.4994054
Image







■ Storage: Storage Closet		X ACTION	□ COMMENTS
Light Fixture	- S	None	
Other	D -	None	Hole in door

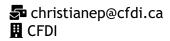


□ 2023-11-30 15:08:27 □ 43.7760567, -79.4994196 □ Image

General Comments

Inspector / Agent, Tenant Signature





Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op 5th Floor Unit 516	51 The Chimneystack Road, Unit 516, Toronto, ON M3J 3L9, Canada	2023-11-29	Jonathan Buckstein

Summary Items

General Condition	Tenants are Properly Maintaining.
Tenants	
Pets	No pets observed.
Smoke / CO Detectors	Smoke / CO Detectors tested okay.
HVAC Filter (s)	Not Assessed.
Critical Repairs	
Other Repairs	

Condition Summary

III AREA	P DETAIL		X ACTION	□ COMMENTS	MEDIA
Other Room: Solarium	Window/Lock/Scree n	D	None	crack in window	Image
Bedroom: Bedroom 1	Closet/Door/Track/ Shelving	D	None	No door or track	Image
Bathroom: Main Bathroom	Towel Rack	D	None	fell off need maintenance to put back up	™ Image
Bathroom: Main Bathroom	Wall/Ceiling	D	None	Hole behind door	™ Image

Additional Items of Interest or Concern

N=New S=Satisfactory D=Damaged

■ Entry: Entrance Area	CONDITION	X ACTION	
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	N	None	
Other	N	None	New closet
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	







Other

2023-11-29 14:23:03

43.7765487, -79.4994546

Image

M Kitchen: Kitchen		☆ ACTION	□ COMMENTS
Cabinets/Drawers	N	None	
Counter	N	None	

M Kitchen: Kitchen	& CONDITION	% ACTION	\Box comments
Faucet/Plumbing	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Oven	N	None	
Range/Fan/Hood/Filter	- S	None	
Refrigerator	- S	None	
Sink/Disposal	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Cabinets/Drawers
2023-11-29 14:24:08
43.7764306, -79.4995006
Image



Flooring/Baseboard
2023-11-29 14:23:19
43.7765487, -79.4994546
Image





Oven

2023-11-29 14:23:53

43.7764306, -79.4995006

Image



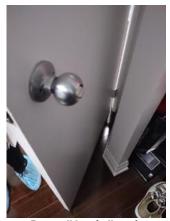
Living Room: Living/Dining Room	& CONDITION	X ACTION	□ COMMENTS
Flooring/Baseboard	N	None	Same as bedrooms
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	

Other Room: Solarium	& CONDITION	X ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	- S	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	D -	None	crack in window



■ Bedroom: Bedroom 1	CONDITION	X ACTION	☐ COMMENTS
Closet/Door/Track/Shelving	D -	None	No door or track
Door/Knob/Lock	- S	None	Lock on door
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	





Door/Knob/Lock
2023-11-29 14:25:21
43.7764306, -79.4995006
Image



■ Bedroom 2: Bedroom 2		X ACTION	☐ COMMENTS
Closet/Door/Track/Shelving	- S	None	
Door/Knob/Lock	- S	None	Lock
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



□ 2023-11-29 14:26:38 □ 43.7764402, -79.4995166 □ Image



Bathroom: Main Bathroom	& CONDITION	X ACTION	☐ COMMENTS
Cabinet/Counter/Shelving	N	None	

Bathroom: Main Bathroom	& CONDITION	※ ACTION	\Box COMMENTS
Door/Knob/Lock	- S	None	
Exhaust Fan	- S	None	Loud
Flooring/Baseboard	N	None	
Light Fixture	N	None	
Medicine Cabinet/Mirror	- S	None	
Plumbing/Drain	- S	None	
Shower Door/Rail/Curtain	- S	None	
Sink/Faucet	- S	None	
Switch/Outlet	- S	None	
Toilet	- S	None	
Toilet Paper Holder	- S	None	Missing
Towel Rack	D -	None	fell off need maintenance to put back up
Tub/Shower	- S	None	
Wall/Ceiling	D -	None	Hole behind door



Cabinet/Counter/Shelving
2023-11-29 14:28:50
43.776413, -79.4996393
Image



Flooring/Baseboard
2023-11-29 14:28:26
43.776413, -79.4996393
Image



Light Fixture
2023-11-29 14:28:33
43.776413, -79.4996393
Image



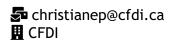


Storage: Storage Closet	CONDITION	X ACTION	□ COMMENTS
Light Fixture	- S	None	

General Comments

Inspector / Agent, Tenant Signature





Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op 7th Floor Unit 707	51 The Chimneystack Road, Unit 707, Toronto, ON M3J 3L9, Canada	2023-11-01	Jonathan Buckstein

Summary Items

General Condition	Tenants are Properly Maintaining.	
Tenants		
Pets	Observed, but no significant issues.	
Smoke / CO Detectors	Smoke / CO Detectors tested okay.	
HVAC Filter (s)	Not Assessed.	
Critical Repairs		
Other Repairs		

i Condition Summary

III AREA	P DETAIL	<u> </u>	X ACTION	□ COMMENTS	MEDIA
Bedroom: Bedroom 1	Closet/Door/Track/ Shelving	D	None	No bottom track or closet doors	Image

& Additional Items of Interest or Concern

N=New S=Satisfactory D=Damaged

■ Entry: Entrance Area	CONDITION	X ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	- S	None	
Light Fixture/Fan	- S	None	
Other: Closet	- S	None	Closet doors off rail
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
	1		



M Kitchen: Kitchen	CONDITION	💥 ACTION	□ COMMENTS
Cabinets/Drawers	- S	None	
Counter	- S	None	
Faucet/Plumbing	- S	None	Water heat an issue
Flooring/Baseboard	- S	None	
Light Fixture	- S	None	
Oven	- S	None	
Range/Fan/Hood/Filter	- S	None	
Refrigerator	- S	None	
Sink/Disposal	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Living Room: Living/Dining Room	& CONDITION	🔀 ACTION	□ COMMENTS
Flooring/Baseboard	N	None	
Light Fixture/Fan	N	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Flooring/Baseboard
2023-11-01 11:46:55
43.7764282, -79.498926



Other Room: Solarium	CONDITION	X ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	- S	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	

■ Other Room: Solarium		X ACTION	\Box comments
Window Covering	- S	None	
Window/Lock/Screen	- S	None	

CONDITION	X ACTION	☐ COMMENTS
D -	None	No bottom track or closet doors
- S	None	Lock on door
N	None	Lifting
- S	None	
	D S N S S S S S	D - None - S None N None - S None None None





Flooring/Baseboard
2023-11-01 11:51:54
43.7764425, -79.498949
Image

■ Bedroom 2: Bedroom 2	CONDITION	X ACTION	□ COMMENTS
Closet/Door/Track/Shelving	- S	None	
Door/Knob/Lock	- S	None	Lock on door
Flooring/Baseboard	N	None	Floor lifting / gaps
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



Flooring/Baseboard
2023-11-01 11:45:32
43.7764282, -79.498926
Image

■ Storage: Storage Room **■** CONDITION



 \Box COMMENTS

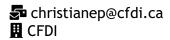
Light Fixture	- S	None	
III Bathroom: Main Bathroom		※ ACTION	□ COMMENTS
Cabinet/Counter/Shelving	- S	None	
Door/Knob/Lock	- S	None	
Exhaust Fan	- S	None	
Flooring/Baseboard	- S	None	
Light Fixture	- S	None	
Medicine Cabinet/Mirror	- S	None	
Plumbing/Drain	- S	None	
Shower Door/Rail/Curtain	- S	None	
Sink/Faucet	- S	None	
Switch/Outlet	- S	None	
Toilet	- S	None	
Toilet Paper Holder	- S	None	
Towel Rack	- S	None	
Tub/Shower	- S	None	
Wall/Ceiling	- S	None	

X ACTION

General Comments

Inspector / Agent, Tenant Signature





Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op 7th Floor Unit 708	51 The Chimneystack Road, Unit 708, Toronto, ON M3J 3L9, Canada	2023-11-01	Jonathan Buckstein

Summary Items

General Condition	Tenants are Properly Maintaining.
Tenants	
Pets	No pets observed.
Smoke / CO Detectors	Smoke / CO Detectors tested okay.
HVAC Filter (s)	Not Assessed.
Critical Repairs	
Other Repairs	

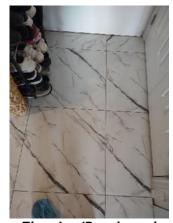
Condition Summary

M AREA	P DETAIL		X ACTION	□ COMMENTS	₽ MEDIA
Kitchen: Kitchen	Range/Fan/Hood/Fil ter	D	None	Whole microwave/range hood not working	Image
Other Room: Solarium	Window/Lock/Scree n	D	None	Screen broken/ no child lock	Image
Bedroom: Bedroom 1	Closet/Door/Track/ Shelving	D	None	No closet doors/ bottom rail not screwed in	Image Image
Bathroom: Main Bathroom	Exhaust Fan	D	None	Loud start up	Image

Additional Items of Interest or Concern

N=New S=Satisfactory D=Damaged

■ Entry: Entrance Area	CONDITION	※ ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Other: Closet	N	None	New closet doors
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Flooring/Baseboard

2023-11-01 12:01:22

43.7763161, -79.4992209

Image



Other

2023-11-01 12:01:33

43.7763161, -79.4992209

| Image

M Kitchen: Kitchen	CONDITION	X ACTION	□ COMMENTS
Cabinets/Drawers	N	None	
Counter	N	None	
Faucet/Plumbing	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Oven	N	None	
Range/Fan/Hood/Filter	D -	None	Whole microwave/range hood not working
Refrigerator	N	None	
Sink/Disposal	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	Some stains on ceiling



Cabinets/Drawers

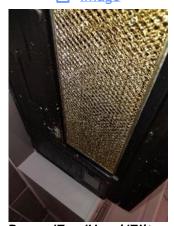
2023-11-01 12:00:49

43.7763282, -79.4992151

Image



Flooring/Baseboard
2023-11-01 12:00:35
43.7763282, -79.4992151
Image





■ 2023-11-01 12:00:43 **■** 43.7763282, -79.4992151 **■** Image



Oven

2023-11-01 12:01:02

43.7763282, -79.4992151

Image



Living Room: Living/Dining Room	& CONDITION	※ ACTION	□ COMMENTS
Flooring/Baseboard	N	None	

I Living Room: Living/Dining Room	& CONDITION	※ ACTION	341 ☐ COMMENTS
Light Fixture/Fan	N	None	
Other	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	





■ Other Room: Solarium		X ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	D -	None	Screen broken/ no child lock





■ Bedroom: Bedroom 1	CONDITION	💥 ACTION	
Closet/Door/Track/Shelving	D -	None	No closet doors/ bottom rail not screwed in
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	





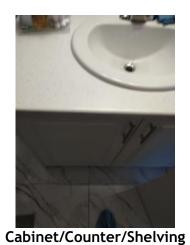


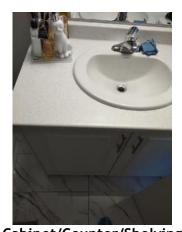
■ Bedroom 2: Bedroom 2	CONDITION	X ACTION	☐ COMMENTS
Closet/Door/Track/Shelving	- S	None	
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



■ Storage: Storage Room	CONDITION	🔀 ACTION	□ COMMENTS
Light Fixture	- S	None	

■ Bathroom: Main	0	A	344
Bathroom		X ACTION	□ COMMENTS
Cabinet/Counter/Shelving	N	None	
Door/Knob/Lock	- S	None	
Exhaust Fan	D -	None	Loud start up
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Medicine Cabinet/Mirror	- S	None	
Plumbing/Drain	- S	None	
Shower Door/Rail/Curtain	- S	None	
Sink/Faucet	- S	None	
Switch/Outlet	- S	None	
Toilet	- S	None	
Toilet Paper Holder	- S	None	No holder
Towel Rack	- S	None	
Tub/Shower	N	None	
Wall/Ceiling	- S	None	







Exhaust Fan

2023-11-01 12:11:21

43.7763449, -79.49921

| Image



Flooring/Baseboard

2023-11-01 12:11:28

43.7763449, -79.49921

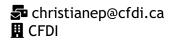
| Image



General Comments

Inspector / Agent, Tenant Signature





Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op Unit 804	51 The Chimneystack Road, Unit 804, Toronto, ON M3J 3L9, Canada	2023-10-18	Jonathan Buckstein

Summary Items

General Condition	Tenants are Properly Maintaining.
Tenants	
Pets	No pets observed.
Smoke / CO Detectors	Smoke / CO Detectors tested okay.
HVAC Filter (s)	Not Assessed.
Critical Repairs	
Other Repairs	

i Condition Summary

■ AREA	P DETAIL		X ACTION	☐ COMMENTS	西 MEDIA
Bedroom: Bedroom 1	Closet/Door/Track/ Shelving	D	None	No doors	Image
Other Room: Solarium	Door/Knob/Lock		Repairs	Glass door/ window missing	Image

Additional Items of Interest or Concern

N=New

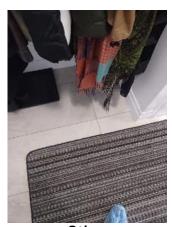
S=Satisfactory P=Poor D=Damaged

! - Action

■ Entry: Entry Hall	& CONDITION	🔀 ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Other	- P	None	Closet doors missing/ no tracks
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Flooring/Baseboard
2023-10-18 11:31:40
43.7765186, -79.4989869
Image



Other

2023-10-18 11:32:07

43.7765186, -79.4989869

Image



M Kitchen: Kitchen

CONDITION

X ACTION

☐ COMMENTS

Kitchen: Kitchen	& CONDITION	X ACTION	\Box comments 348
Cabinets/Drawers	N	None	
Counter	N	None	
Faucet/Plumbing	N	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Oven	N	None	
Range/Fan/Hood/Filter	- S	None	
Refrigerator	N	None	
Sink/Disposal	N	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Cabinets/Drawers
2023-10-18 11:38:54
43.7765262, -79.4989928
Image



Faucet/Plumbing
2023-10-18 11:39:53
43.7765251, -79.4989981
Image







© 43.7765251, -79.4989981



Refrigerator
2023-10-18 11:40:56
43.7765251, -79.4989981
Image



Sink/Disposal 2023-10-18 11:41:22 43.7765251, -79.4989981 | Image

Living Room: Living/Dining Room	& CONDITION	X ACTION	□ COMMENTS
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



III Bathroom: Main Bathroom	& CONDITION	X ACTION	□ COMMENTS
Cabinet/Counter/Shelving	N	None	
Door/Knob/Lock	- S	None	
Exhaust Fan	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Medicine Cabinet/Mirror	- S	None	
Plumbing/Drain	N	None	
Shower Door/Rail/Curtain	- S	None	
Sink/Faucet	N	None	
Switch/Outlet	- S	None	
Toilet	N	None	
Toilet Paper Holder	- S	None	
Towel Rack	- S	None	
Tub/Shower	N	None	
Wall/Ceiling	- S	None	







Toilet

2023-10-18 11:44:53

43.7764651, -79.4990043

Image



Flooring/Baseboard
2023-10-18 11:45:15
43.7764651, -79.4990043
Image



Sink/Faucet
2023-10-18 11:45:00
43.7764651, -79.4990043
Image



Tub/Shower

2023-10-18 11:44:47

43.7764651, -79.4990043

Image

■ Bedroom: Bedroom 1	CONDITION	X ACTION	
Closet/Door/Track/Shelving	D -	None	No doors

№ Bedroom: Bedroom 1	CONDITION	X ACTION	\Box comments 352
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	

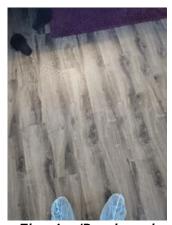




■ Bedroom 2: Bedroom 2	CONDITION	💥 ACTION	□ COMMENTS
Closet/Door/Track/Shelvi ng	- S	None	
Door/Knob/Lock	- S	None	Lock on door
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



Door/Knob/Lock
2023-10-18 11:42:11
43.7765617, -79.4989688
Image



Flooring/Baseboard

2023-10-18 11:42:16

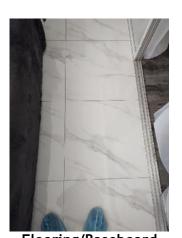
43.7765617, -79.4989688

| Image

Ⅲ Other Room: Solarium	CONDITION	🔀 ACTION	□ COMMENTS
Door/Knob/Lock	!	Repairs	Glass door/ window missing
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen		None	No screen



Door/Knob/Lock
2023-10-18 11:34:55
43.7765124, -79.4990212
Image



Flooring/Baseboard

2023-10-18 11:35:21

43.7765124, -79.4990212

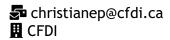
| Image



■ Storage: Storage Closet		X ACTION	□ COMMENTS
Light Fixture	- S	None	

Inspector / Agent, Tenant Signature





Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op Unit 806	51 The Chimneystack Road, Unit 806, Toronto, ON M3J 3L9, Canada	2023-10-19	Jonathan Buckstein

Summary Items

General Condition	Tenants are Properly Maintaining.	
Tenants		
Pets	No pets observed.	
Smoke / CO Detectors	Smoke / CO Detectors tested okay.	
HVAC Filter (s)	Not Assessed.	
Critical Repairs	Issues with outlets thought entire unit (loose and plugs fall out)	
Other Repairs		

$\ensuremath{\mbox{\ensuremath{\&}}}$ Additional Items of Interest or Concern

N=New S=Satisfactory

■ Entry: Entry Hall	& CONDITION	X ACTION	☐ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	- S	None	
Light Fixture/Fan	- S	None	
Other	- S	None	No closet door
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Flooring/Baseboard
2023-10-19 11:57:21
43.7764757, -79.4989265
Image



Other

2023-10-19 11:58:18

43.7764757, -79.4989265

| lmage

M Kitchen: Kitchen	CONDITION	X ACTION	□ COMMENTS
Cabinets/Drawers	N	None	
Counter	N	None	
Faucet/Plumbing	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Oven	- S	None	Back left burner not working
Range/Fan/Hood/Filter	- S	None	
Refrigerator	- S	None	
Sink/Disposal	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Cabinets/Drawers

2023-10-19 12:01:14

43.7764643, -79.4989183

| Image



© 43.7764643, -79.4989183





Oven

2023-10-19 12:06:26

43.7764655, -79.4989144

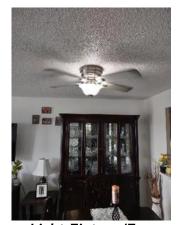
| Image



Refrigerator
2023-10-19 12:02:17
43.7764761, -79.4989336
Image

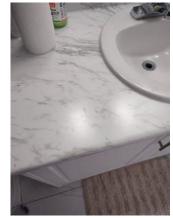
■ Living Room: Living/Dining Room	& CONDITION	※ ACTION	□ COMMENTS
Flooring/Baseboard	N	None	
Light Fixture/Fan	N	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	





Light Fixture/Fan
2023-10-19 11:59:18
43.7764757, -79.4989265
Image

III Bathroom: Main Bathroom	& CONDITION	※ ACTION	□ COMMENTS
Cabinet/Counter/Shelving	N	None	
Door/Knob/Lock	- S	None	
Exhaust Fan	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Medicine Cabinet/Mirror	- S	None	
Plumbing/Drain	- S	None	
Shower Door/Rail/Curtain	- S	None	
Sink/Faucet	- S	None	
Switch/Outlet	- S	None	
Toilet	- S	None	
Toilet Paper Holder	- S	None	
Towel Rack	- S	None	
Tub/Shower	N	None	
Wall/Ceiling	- S	None	





Flooring/Baseboard

2023-10-19 12:04:25

43.7765213, -79.4989375

Image



Tub/Shower

2023-10-19 12:04:45

43.7765213, -79.4989375

Image

■ Bedroom: Bedroom 1	CONDITION	X ACTION	☐ COMMENTS
Closet/Door/Track/Shelving	- S	None	
Door/Knob/Lock	- S	None	
Flooring/Baseboard	- S	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	

■ Bedroom 2: Bedroom 2	CONDITION	X ACTION	☐ COMMENTS
Closet/Door/Track/Shelving	- S	None	
Door/Knob/Lock	- S	None	

№ Bedroom 2: Bedroom 2	® CONDITION	X ACTION	\Box comments
Flooring/Baseboard	- S	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	

Bedroom 3: Master Bedroom	CONDITION	※ ACTION	□ COMMENTS
Closet/Door/Track/Shelving	- S	None	
Door/Knob/Lock	- S	None	
Flooring/Baseboard	- S	None	
Light Fixture/Fan	- S	None	
Other	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	

Other Room: Solarium	CONDITION	X ACTION	
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



Flooring/Baseboard
2023-10-19 12:00:05
43.7764643, -79.4989183
Image

■ Storage: Storage Closet	CONDITION	※ ACTION	□ COMMENTS
Light Fixture	- S	None	

■ Hallway/Stairs: Hallway		X ACTION	□ COMMENTS
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Flooring/Baseboard

2023-10-19 12:05:13

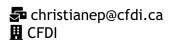
43.7765213, -79.4989375

Image

Inspector / Agent, Tenant Signature







Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op Unit 807	51 The Chimneystack Road, Unit 807, Toronto, ON M3J 3L9, Canada	2023-10-19	Jonathan Buckstein

Summary Items

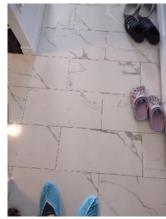
General Condition	Tenants are Properly Maintaining.	
Tenants		
Pets	No pets observed.	
Smoke / CO Detectors	Smoke / CO Detectors tested okay.	
HVAC Filter (s)	Not Assessed.	
Critical Repairs		
Other Repairs		

i Condition Summary

AREA	P DETAIL		💥 ACTION	□ COMMENTS	MEDIA
Kitchen: Kitchen	Faucet/Plumbing	D	None	Could not open cabinet to look at plumbing due to dishwasher interference	I Image

N=New S=Satisfactory D=Damaged

■ Entry: Entry Hall	CONDITION	※ ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Other	N	None	New closet doors
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Flooring/Baseboard
2023-10-19 12:12:36
43.7764681, -79.4989476
Image



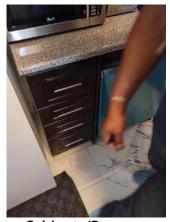
Other

2023-10-19 12:13:09

43.7764681, -79.4989476

Image

M Kitchen: Kitchen	CONDITION	🔀 ACTION	□ COMMENTS
Cabinets/Drawers	N	None	
Counter	N	None	
Faucet/Plumbing	D -	None	Could not open cabinet to look at plumbing due to dishwasher interference
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Oven	N	None	
Range/Fan/Hood/Filter	- S	None	
Refrigerator	- S	None	
Sink/Disposal	N	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Cabinets/Drawers

2023-10-19 12:21:35

43.7764685, -79.4989444

Image



Cabinets/Drawers

2023-10-19 12:21:41

43.7764685, -79.4989444

Image



© 43.7764685, -79.4989444



© 43.7764685, -79.4989444



Counter

2023-10-19 12:21:48

43.7764685, -79.4989444

Image







Refrigerator
2023-10-19 12:22:31
43.7764685, -79.4989444
Image



Oven

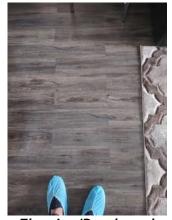
2023-10-19 12:22:11

43.7764685, -79.4989444

| Image



Living Room: Living/Dining Room	CONDITION	X ACTION	□ COMMENTS
Flooring/Baseboard	N	None	
Light Fixture/Fan	N	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window/Lock/Screen	- S	None	



Flooring/Baseboard
2023-10-19 12:13:41
43.7764896, -79.498919
Image



Light Fixture/Fan
2023-10-19 12:13:55
43.7764896, -79.498919
Image

III Bathroom: Main Bathroom	& CONDITION	※ ACTION	□ COMMENTS
Cabinet/Counter/Shelving	N	None	
Door/Knob/Lock	- S	None	
Exhaust Fan	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Medicine Cabinet/Mirror	- S	None	
Plumbing/Drain	- S	None	
Shower Door/Rail/Curtain	- S	None	
Sink/Faucet	- S	None	
Switch/Outlet	- S	None	
Toilet	- S	None	
Toilet Paper Holder	- S	None	
Towel Rack	- S	None	
Tub/Shower	N	None	
Wall/Ceiling	- S	None	





□ 2023-10-19 12:20:25 □ 43.7764709, -79.4989398 □ Image



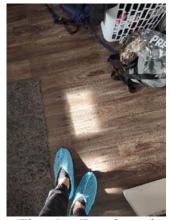
Tub/Shower

2023-10-19 12:20:12

43.7764709, -79.4989398

| Image

■ Bedroom: Bedroom 1	CONDITION	X ACTION	□ COMMENTS
Closet/Door/Track/Shelving	- S	None	
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



■ Bedroom 2: Bedroom 2	⑧ CONDITION	X ACTION	☐ COMMENTS
Closet/Door/Track/Shelving	- S	None	
Door/Knob/Lock	- S	None	Lock on door
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



Door/Knob/Lock
2023-10-19 12:17:17
43.7764631, -79.4989478
Image



■ Other Room: Solarium	CONDITION	🔀 ACTION	☐ COMMENTS
Door/Knob/Lock	- S	None	

■ Other Room: Solarium	CONDITION	X ACTION	\Box comments
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



Flooring/Baseboard
2023-10-19 12:15:25
43.7764896, -79.498919
Image

■ Storage: Storage Closet		X ACTION	
Light Fixture	- S	None	
■ Hallway/Stairs: Hallway	& CONDITION	X ACTION	□ COMMENTS
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	

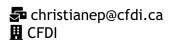


Flooring/Baseboard
2023-10-19 12:17:58
43.776422, -79.4989725
Image

General Comments Renovated unit

Inspector / Agent, Tenant Signature





Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op Unit 808	51 The Chimneystack Road, Unit 808, Toronto, ON M3J 3L9, Canada	2023-10-19	Jonathan Buckstein

Summary Items

General Condition	Tenants are Properly Maintaining.	
Tenants		
Pets	No pets observed.	
Smoke / CO Detectors	Smoke / CO Detectors tested okay.	
HVAC Filter (s)	Not Assessed.	
Critical Repairs		
Other Repairs		

Condition Summary

III AREA	P DETAIL	ı	X ACTION	☐ COMMENTS	MEDIA
Bathroom: Main Bathroom	Exhaust Fan	D	None	Broken	Image
Bathroom: Main Bathroom	Towel Rack	D	None	Fell off, tenant fixing on their own	Image
Bedroom: Bedroom 1	Closet/Door/Track/ Shelving	D	None	No doors	Image

N=New

S=Satisfactory

D=Damaged

■ Entry: Entry Hall	& CONDITION	X ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Other	N	None	No door knob on entry closet
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	





Other

2023-10-19 12:29:48

43.776337, -79.4992019

Image

M Kitchen: Kitchen	CONDITION	X ACTION	□ COMMENTS
Cabinets/Drawers	N	None	
Counter	N	None	
Faucet/Plumbing	N	None	
Flooring/Baseboard	N	None	
Light Fixture	N	None	
Oven	- S	None	
Range/Fan/Hood/Filter	N	None	
Refrigerator	- S	None	
Sink/Disposal	N	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Cabinets/Drawers

2023-10-19 12:44:30

43.7763335, -79.4992064

| Image





Flooring/Baseboard

2023-10-19 12:44:52

43.7763335, -79.4992064

Image

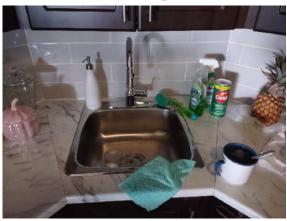


Cabinets/Drawers

2023-10-19 12:44:32

43.7763335, -79.4992064

Image





Light Fixture

2023-10-19 12:44:59

43.7763335, -79.4992064

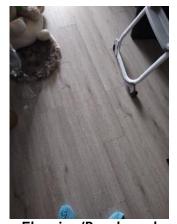
| Image



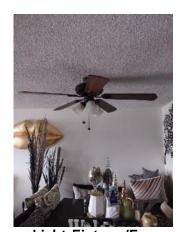


Refrigerator
2023-10-19 12:45:47
43.7763468, -79.4992188
Image

Living Room: Living/Dining Room	CONDITION	X ACTION	□ COMMENTS
Flooring/Baseboard	N	None	
Light Fixture/Fan	N	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Flooring/Baseboard
2023-10-19 12:31:06
43.776337, -79.4992019
Image



Light Fixture/Fan
2023-10-19 12:31:00
43.776337, -79.4992019
Image

■ Bathroom: Main Bathroom	& CONDITION	※ ACTION	□ COMMENTS
Cabinet/Counter/Shelving	N	None	
Door/Knob/Lock	- S	None	
Exhaust Fan	D -	None	Broken
Flooring/Baseboard	N	None	
Light Fixture	- S	None	

III Bathroom: Main Bathroom	& CONDITION	X ACTION	376
Medicine Cabinet/Mirror	- S	None	Fell off, tenant has it
Plumbing/Drain	- S	None	
Shower Door/Rail/Curtain	- S	None	
Sink/Faucet	- S	None	
Switch/Outlet	- S	None	
Toilet	- S	None	
Toilet Paper Holder	- S	None	
Towel Rack	D -	None	Fell off, tenant fixing on their own
Tub/Shower	N	None	
Wall/Ceiling	- S	None	





Flooring/Baseboard

2023-10-19 12:35:55

43.7763667, -79.4992105

Image









Tub/Shower

2023-10-19 12:37:47

43.7763961, -79.4992147

Image





Tub/Shower

2023-10-19 12:37:49

43.7763961, -79.4992147

Image

■ Bedroom: Bedroom 1	CONDITION	X ACTION	☐ COMMENTS
Closet/Door/Track/Shelving	D -	None	No doors
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	





Flooring/Baseboard
2023-10-19 12:40:24
43.7763446, -79.4991985
Image

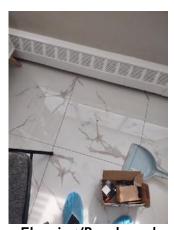
■ Bedroom 2: Bedroom 2	CONDITION	💥 ACTION	□ COMMENTS
Closet/Door/Track/Shelving	- S	None	
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



2023-10-19 12:42:33 43.7763795, -79.499178 Image

■ Other Room: Solarium	CONDITION	※ ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	

Other Room: Solarium	© CONDITION	X ACTION	\Box COMMENTS
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



Flooring/Baseboard

2023-10-19 12:27:59

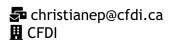
43.7763325, -79.4991974

| Image

■ Storage: Storage Closet	CONDITION	🔀 ACTION	□ COMMENTS
Light Fixture	- S	None	

Inspector / Agent, Tenant Signature





Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op Unit 813	51 The Chimneystack Road, Unit 813, Toronto, ON M3J 3L9, Canada	2023-10-24	Jonathan Buckstein

Summary Items

General Condition	Tenants are Properly Maintaining.
Tenants	
Pets	No pets observed.
Smoke / CO Detectors	Smoke / CO Detectors tested okay.
HVAC Filter (s)	Not Assessed.
Critical Repairs	
Other Repairs	

i Condition Summary

III AREA	P DETAIL		≫ ACTION	□ COMMENTS	≝ MEDIA
Bathroom: Main Bathroom	Plumbing/Drain	D	None	Hot water only	Image
Bedroom: Bedroom 1	Closet/Door/Track/ Shelving	D	None	Off roller on top and bottom	Image Image
Bedroom 3: Master Bedroom	Closet/Door/Track/ Shelving	D	None	Rollers on top missing/ track on bottom missing	Image Image Image

N=New S=Satisfactory D=Damaged

Ⅲ Entry: Entry Hall	CONDITION	X ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	N	None	
Other	N	None	New closet doors
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Flooring/Baseboard
2023-10-24 10:12:45
43.7761764, -79.499591
Image



Light Fixture/Fan
2023-10-24 10:12:49
43.7761764, -79.499591
Image



Other

2023-10-24 10:12:54

43.7761764, -79.499591

Image

M Kitchen: Kitchen		X ACTION	☐ COMMENTS
Cabinets/Drawers	N	None	
Counter	N	None	

M Kitchen: Kitchen	& CONDITION	X ACTION	□ COMMENTS 382
Faucet/Plumbing	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	- S	None	
Oven	- S	None	
Range/Fan/Hood/Filter	- S	None	
Refrigerator	- S	None	
Sink/Disposal	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Cabinets/Drawers

2023-10-24 10:11:10

43.7761713, -79.4995733

Image





Counter

2023-10-24 10:11:15

43.7761713, -79.4995733

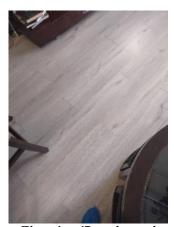
| Image



Refrigerator
2023-10-24 10:12:21
43.7761764, -79.499591
Image

Living Room: Living/Dining Room	CONDITION	X ACTION	□ COMMENTS
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	Switch cracked

Living Room: Living/Dining Room	& CONDITION	X ACTION	383 ☐ COMMENTS
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	





III Bathroom: Main Bathroom	& CONDITION	X ACTION	□ COMMENTS
Cabinet/Counter/Shelving	N	None	
Door/Knob/Lock	- S	None	
Exhaust Fan	- S	None	
Flooring/Baseboard	N	None	
Light Fixture	N	None	
Medicine Cabinet/Mirror	N	None	
Plumbing/Drain	D -	None	Hot water only
Shower Door/Rail/Curtain	- S	None	
Sink/Faucet	- S	None	
Switch/Outlet	- S	None	
Toilet	- S	None	
Toilet Paper Holder	- S	None	
Towel Rack	- S	None	
Tub/Shower	N	None	
Wall/Ceiling	- S	None	





Light Fixture

2023-10-24 10:14:54

43.7761733, -79.4995897

Image







Tub/Shower

2023-10-24 10:15:34

43.7761733, -79.4995897

Image

■ Bedroom: Bedroom 1		X ACTION	□ COMMENTS
Closet/Door/Track/Shelving	D -	None	Off roller on top and bottom

₩ Bedroom: Bedroom 1	CONDITION	X ACTION	\Box COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	N	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	





Flooring/Baseboard
2023-10-24 10:22:45
43.776177, -79.4995976
Image





Light Fixture/Fan
2023-10-24 10:22:52
43.776177, -79.4995976
Image

■ Bedroom 2: Bedroom 2		X ACTION	□ COMMENTS
Closet/Door/Track/Shelving	- S	None	
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	

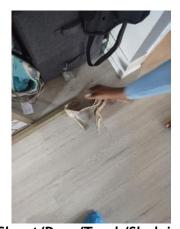
№ Bedroom 2: Bedroom 2	CONDITION	X ACTION	\Box comments
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



Flooring/Baseboard
2023-10-24 10:16:32
43.776174, -79.4995899
Image

■ Bedroom 3: Master Bedroom	§ CONDITION	X ACTION	□ COMMENTS
Closet/Door/Track/Shelving	D -	None	Rollers on top missing/ track on bottom missing
Door/Knob/Lock	- S	None	
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	







M CONDITION

₩ ACTION

Other Room: Solarium	® CONDITION	ACTION	COMMEN 13
Door/Knob/Lock	- S	None	
Flooring/Baseboard	- S	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	
Storage: Storage Closet	& CONDITION	X ACTION	☐ COMMENTS
Light Fixture	- S	None	
Ⅲ Hallway/Stairs: Hallway	& CONDITION	% ACTION	□ COMMENTS
Closet/Cabinet	- S	None	

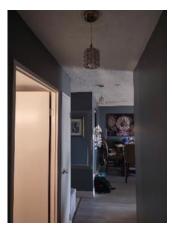
11 Other Room: Solarium

COMMENTS

Hallway/Stairs: Hallway	CONDITION	X ACTION	☐ COWMENTS
Flooring/Baseboard	N	None	
Light Fixture	N	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	

To the
-
1

Flooring/Baseboard
2023-10-24 10:17:28
43.776174, -79.4995899
Image



200

Light Fixture
2023-10-24 10:17:10
43.776174, -79.4995899
Image

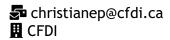
General Comments

Jonathan Buckstein

Inspector / Agent, Tenant Signature

Page 9 of 9





Property	Address	Date	Agent / Inspector
Harry Sherman Crowe Co-op Unit 814	51 The Chimneystack Road, Unit 814, Toronto, ON M3J 3L9, Canada	2023-10-13	Jonathan Buckstein

Summary Items

General Condition	Tenants are Properly Maintaining.
Tenants	
Pets	No pets observed.
Smoke / CO Detectors	Smoke / CO Detectors tested okay.
HVAC Filter (s)	Not Assessed.
Critical Repairs	
Other Repairs	

in Condition Summary

III AREA	P DETAIL	1	X ACTION	☐ COMMENTS	MEDIA
Bedroom: Bedroom 1	Closet/Door/Track/ Shelving		Maintenance	Doors are missing	Image
Bedroom 2: Bedroom 2	Closet/Door/Track/ Shelving		Maintenance	Missing closet doors	Image
Bedroom 3: Master Bedroom	Closet/Door/Track/ Shelving		Maintenance	No closet or tracks	Image Image
Bedroom 3: Master Bedroom	Window/Lock/Scree n	D	None	Screen missing	Image
Keys/Remotes /Devices: Fobs/Keys	Other	D	None	Automated door system on door but not working	Image Image

N=New S=Satisfactory D=Damaged ! - Action

■ Entry: Entry Hall	& CONDITION	X ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	Knobed shifted
Flooring/Baseboard	N	None	Porcelain tile
Light Fixture/Fan	- S	None	
Other	- S	None	New closet doors, retrofitted
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	Needs paint. Crown moulding



Door/Knob/Lock

2023-10-13 11:10:25

43.776123046875, 79.50008488768734

Image



Flooring/Baseboard

2023-10-13 11:12:21

43.77606201171875, 79.50006572431921

| Image



M Kitchen: Kitchen	CONDITION	🔀 ACTION	☐ COMMENTS
Cabinets/Drawers	N	None	
Counter	N	None	Backsplash installed
Faucet/Plumbing	N	None	
Flooring/Baseboard	N	None	
Light Fixture	N	None	Own
Oven	- S	None	Own
Range/Fan/Hood/Filter	- S	None	Own
Refrigerator	- S	None	
Sink/Disposal	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	



Cabinets/Drawers

2023-10-13 11:40:36

43.7760206321168, 79.4999909123834

| Image



Counter

2023-10-13 11:41:03

43.7760206321168, 79.4999909123834

Image



201

Cabinets/Drawers

2023-10-13 11:40:41

43.7760206321168, 79.4999909123834

Image



Counter

2023-10-13 11:41:07

43.7760206321168, 79.4999909123834

Image



Faucet/Plumbing

2023-10-13 11:41:59

43.7760206321168, 79.4999909123834

| Image



Light Fixture

2023-10-13 11:42:28

43.77582704351628, 79.49990075506113

| Image



Oven

2023-10-13 11:43:07

43.77582704351628, 79.49990075506113

| Image



Flooring/Baseboard

2023-10-13 11:42:11

43.77582168130411, 79.49990381844972

| Image





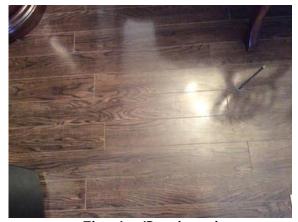
Refrigerator
2023-10-13 11:44:42
43.77586817638409, 79.49992424916088
| Image





Refrigerator
2023-10-13 11:44:46
43.77586817638409, 79.49992424916088
Image

Living Room: Living/Dining Room	& CONDITION	※ ACTION	
Flooring/Baseboard	N	None	Lamanent flooring
Light Fixture/Fan	N	None	Own fixture
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	Some scuff marks
Window Covering	- S	None	



Flooring/Baseboard
2023-10-13 11:17:02
43.77607287390897, 79.5000123604632
Image



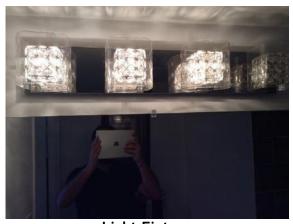
I Bathroom: Main Bathroom	& CONDITION	※ ACTION	□ COMMENTS
Cabinet/Counter/Shelving	N	None	
Door/Knob/Lock	- S	None	
Exhaust Fan	- S	None	

III Bathroom: Main Bathroom	® CONDITION	X ACTION	394 ☐ COMMENTS
Flooring/Baseboard	N	None	
Light Fixture	N	None	
Medicine Cabinet/Mirror	- S	None	
Plumbing/Drain	- S	None	
Shower Door/Rail/Curtain	- S	None	
Sink/Faucet	- S	None	
Switch/Outlet	- S	None	
Toilet	- S	None	
Toilet Paper Holder	- S	None	
Towel Rack	- S	None	
Tub/Shower	N	None	
Wall/Ceiling	- S	None	





Flooring/Baseboard
2023-10-13 11:27:58
43.7760009765625, 79.50009145965717
Image



Light Fixture

2023-10-13 11:28:09

43.77584838867188, 79.49992549365719

| Image





Sink/Faucet
2023-10-13 11:27:08
43.7760009765625, 79.50009145965717
Image



■ Bedroom: Bedroom 1		🔀 ACTION	
Closet/Door/Track/Shelving	!	Maintenance	Doors are missing
Door/Knob/Lock	- S	None	Lock on door
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	No light cover
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	Broken screen





Flooring/Baseboard

2023-10-13 11:31:04

43.77602252151769, 79.50004359216499

Image

■ Bedroom 2: Bedroom 2	CONDITION	X ACTION	
Closet/Door/Track/Shelving	!	Maintenance	Missing closet doors
Door/Knob/Lock	- S	None	Lock on door
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	Missing cover
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	





Flooring/Baseboard
2023-10-13 11:32:55
43.77616195825789, 79.50019694998115
Image

■ Bedroom 3: Master Bedroom	& CONDITION	🔀 ACTION	□ COMMENTS
Closet/Door/Track/Shelving	!	Maintenance	No closet or tracks
Door/Knob/Lock	- S	None	Lock on the door
Flooring/Baseboard	N	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	Deco moulding around light fixture
Window Covering	- S	None	
Window/Lock/Screen	D -	None	Screen missing



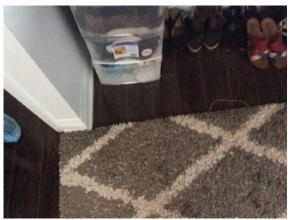
Closet/Door/Track/Shelving

2023-10-13 11:39:10

43.77603070348853, 79.5000685193385

Image





307

Closet/Door/Track/Shelving

2023-10-13 11:39:15

43.77603070348853, 79.5000685193385

Image





Other Room: Solarium	CONDITION	X ACTION	□ COMMENTS
Door/Knob/Lock	- S	None	
Flooring/Baseboard	- S	None	
Light Fixture/Fan	- S	None	
Switch/Outlet	- S	None	
Wall/Ceiling	- S	None	
Window Covering	- S	None	
Window/Lock/Screen	- S	None	



Keys/Remotes/Devices: Fobs/Keys	& CONDITION	※ ACTION	□ COMMENTS
Other	D -	None	Automated door system on door but not working



Other

2023-10-13 11:20:28

43.77624234654361, 79.49988663203968

| Image



Other

2023-10-13 11:20:31

43.77624234654361, 79.49988663203968

| Image

■ Storage: Storage Closet	CONDITION	X ACTION	☐ COMMENTS
Light Fixture	- S	None	
Other	- S	None	No light cover

Appears well maintained, possibly renovated. Elements above coop standard.

Inspector / Agent, Tenant Signature

Applicant

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

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

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD (RETURNABLE ON MAY 13, 2025) (Volume 1 of 3)

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Lawyers for the Receiver, TDB Restructuring Limited