



## FEATURES THIS MONTH

1. Building Up The Contingency Reserve Fund
2. Benefits of WCB Coverage
3. Description of Council Portfolios
4. Just About That Time Again
5. Case Law Update

## NEED GOOD SITES FOR STRATA CORPORATION INFORMATION?

Here are some sites you can access:

### **Strata U. - Continuing Education Department web site links of interest:**

- Canadian Condominium Institute: <http://www.cci.ca>
- Condominium Home Owners Association: <http://www.choa.bc.ca/index.html>
- Clark, Wilson, Barristers & Solicitors: <http://www.cwilson.com/stratafaq>
- *Strata Property Act* information web site: [http://www.qp.gov.bc.ca/statreg/stat/S/98043\\_01.htm](http://www.qp.gov.bc.ca/statreg/stat/S/98043_01.htm)
- Vancouver Condominium Services: <http://www.vancondo.com>

## 1. Building Up The Contingency Reserve Fund

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One of our “proactive” council members recently commented that it is amazing that the *Strata Property Act* does not require that the CRF include an allocation for a building envelope review. Her observation is correct. The legislation does require a CRF but it is not “prescriptive” - meaning that it does not spell out the exact details of what ought to be included. It is merely an arithmetic formula (i.e. 10%) of the annual budget. In fact, the minimum requirement is not even mandatory if the reserve balance reaches a point where it is equal to 25% of the annual budget. All in all it is quite a wishy-washy system and, as a consequence, makes it very difficult for proactive strata councils to build up their reserves to meaningful levels.

We know from hard experience that very few Contingency Reserve Fund balances are sufficient to meet the real needs of strata corporations and the reliance on special levies is widespread. There is valid argument to be made that today’s owners should not be asked to pay for replacements required by tomorrow’s owners - frequently ten or more years down the road. Young buyers, who generally want to move out to a house in a few years, do not want to have to pay for new roofs, pipes, etc. long after they have sold. Seniors also legitimately feel it is inappropriate to have to contribute heavily to the CRF for some project that might not happen for twenty years hence. It is a dilemma.

In some provinces (notably Ontario) the legislation requires not only long-term planning to determine life-cycle requirements of the strata (condominium) corporations, but also a financing program which monetarily supports the plan. The owners of condominiums are unable to dispute or argue the amount of money that is added to their annual budgets as it is a matter of law, not a matter of choice.

We are often asked why B.C. does not have similar legislation. The answer is easy. The new *Strata Property Act* became law in July 2000. This was just at the time that the leaky condo crisis was big news and thousands of owners were being assessed huge amounts as special levies for the repair programs. It would have been bad politics to add a requirement to the new statute to also require huge contributions to the CRF. Will the *SPA* be changed to reverse this policy? Probably not, since the leaky condo crisis is far from over.

In the meantime, proactive strata councils will have to continue to educate their owners and make their best efforts to build up the reserve, keeping in mind the interests of owners as mentioned above. Your hope of funding a twenty-year plan has little chance of success given the absence of mandatory legislation. But, at least try to build up your CRF on a five-year outlook. See if you can get the owners to approve more than the minimum 10% allocation. Try for 15% - you may have to compromise somewhere in the middle but at least you are moving in the right direction.

VCS also advocates adding to the CRF even after it has reached the 25% cut off option. We see, daily, the staggering costs to repair and maintain your properties and the trend, as you well know, is for construction costs in B.C. to continue skywards.

Long-term studies are described by the *Strata Property Act* as “depreciation reports”. Section 94 states:

**94 Depreciation report**

- (1) *The strata corporation may prepare a depreciation report estimating the repair and replacement cost for major items in the strata corporation and the expected life of those items to assist it in determining the appropriate amount for the annual contribution to the contingency reserve fund.*
- (2) *A depreciation report may contain information based on the guidelines for depreciation reports as set out in the regulations and may be in the prescribed form.*

Note the word “may” instead of “must”.

The regulation which is referred to is Regulation 6.2 which states:

**Guidelines for depreciation report**

6.2 (1) *For the purposes of section 94 of the Act, a depreciation report prepared to assist a strata corporation in determining the appropriate amount for the annual contribution to the contingency reserve fund may estimate the repair or replacement cost for, and the expected life of, each of the items set out below, if applicable to the strata corporation, and any other items that the strata corporation considers should be included:*

- (a) *the electrical system;*
- (b) *the heating system;*
- (c) *the plumbing system;*
- (d) *the elevators;*
- (c) *the exterior walls;*
- (f) *the roof;*
- (g) *carpeting and furnishings;*
- (h) *interior and exterior painting;*
- (i) *parking facilities and roadways;*

(j) recreational facilities.

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## **2. Benefits of WCB Coverage**

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In the eyes of the Workers Compensation Board, the strata corporation is considered an employer, which means the strata corporation must be registered and must pay annual premiums. The workers' compensation system in British Columbia provides two-way protection. Since 1917, when the WCB came into being, this no-fault system has been funded by employers in exchange for immunity from lawsuits by workers with an occupational injury or disease.

The majority of contractors which the strata corporation hire - such as janitorial, landscaping, fire service etc are supposed to carry their own WCB insurance. However, there are some exceptions, such as if the contractor that you wish to hire does not have employees and are deemed a "one man show" then legally they do not have to carry WCB. If the strata corporation engages in such a firm then it becomes the employer.

From time to time strata councils wish to hire their own contractors rather than use the ones recommended by VCS. We often discover that these contractors either do not have WCB coverage or are delinquent in their premium payments to WCB. When we receive an invoice to pay, which has been approved by council, we first check with WCB to see if the contractor's status is in good standings. This report from WCB is known as a "clearance letter". Here are some commonly asked questions:

### ***What is a clearance letter?***

A clearance letter tells you whether a business, contractor or subcontractor is registered with the WCB and paying regular premiums.

### ***Why should I get a clearance letter?***

Because it protects your interests. If the business you hire is not registered or not making its payments to the WCB, the strata corporation could be liable for insurance premiums owing in connection with the work or service being performed on their behalf.

Whether the strata is seeking a contractor to do repairs or to transport manufactured goods, a clearance letter should be part of the research to select the right person or business. It gives you peace of mind, and helps you make an informed decision about who to hire for your job. Although clearance letters are not compulsory, they're free of charge and serve as a valuable reference. They give the strata corporation assurance that they won't be held responsible for someone else's WCB payments.

***When should I get a clearance letter?***

You should request a clearance letter before a contractor starts working, and again before you make the final payment to the contractor.

***How do I know if a contractor is required to register with the WCB?***

Not all contractors or businesses are required to register with the WCB. Registration is required if the contractor employs people on a regular, casual, or contract basis, pays hourly or by some other method.

If the contractor is in violation of WCB the strata corporation could be deemed to be the employer and be held responsible for payment of the WCB premiums related to the specific project.

A clearance letter protects the strata corporation. It's free, and it could save the strata corporation the cost of paying for WCB premiums on a contractor's behalf.

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### **3. Description of Duties and Responsibilities of Council Portfolios**

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A seven member council consisting of resident owners of a strata corporation is annually elected during the Annual General Meeting. This council is entrusted, for one year, to oversee the day-to-day operations of the strata corporation, in conjunction with a contracted strata agent, in a manner which strives to represent the best interests of the community as a whole. Each of the seven members assumes the responsibility of overseeing a specific portfolio for the given year, and monthly council meetings with the property manager are held to discuss current issues, implement necessary decisions and work projects, and address community concerns.

The specific portfolios for which council is responsible are as follows:

President  
Buildings  
Grounds  
Treasurer  
Recreation/Community Liaison  
Planning

Each of these portfolios carries with it a set of responsibilities; however, the council as a whole achieves to fulfil the following principal objectives:

- to deal with all issues in a manner that represents the best interests of the whole community and its residents;
- to manage the community in compliance with established community guidelines, as outlined in the strata plan.

The following is a summary of duties and responsibilities that accompany each of the aforementioned portfolios.

### **PRESIDENT**

The council's president essentially acts as the principal liaison between council (and hence the community as a whole) and the property management company. Ideally, the president brings to the portfolio previous experience as a council member, a solid understanding of the community's physical and social fabric, a strong sense of direction, and the desire to play a major role in the day-to-day operations of the community management. The president's specific duties include:

- leading monthly council meetings;
- day-to-day interaction with property management;
- identifying issues requiring council's/management's attention and delegating responsibilities to the appropriate resource person or group;
- implementing necessary work programs once council approval is obtained;
- ensuring that the overall community guidelines are maintained and enforced;
- weekly site meetings with property manager.

### **BUILDINGS**

This portfolio carries the responsibility of overseeing all matters pertaining to the overall management of the community's buildings, principally building exteriors. A good knowledge of carpentry, architecture and/or construction is a definite asset to this portfolio. In addition, it is necessary that this individual possesses a solid understanding of building codes, as well as the community strata regulations that guide building maintenance and improvement. Some specific duties include:

- acting as a resource person to council when decisions on building-related issues are necessary;
- being available to residents that have building-related questions and concerns (i.e. site visits to evaluate problem situations);
- ensuring that the strata's "building code" is adhered to, (i.e. exterior colour schemes, legal/illegal additions, etc.);
- helping council to identify problem structures so that timely maintenance and repair programs can be implemented (i.e. annual deck and roof projects);
- recommending and dealing with contractors hired to do building repairs and maintenance (i.e. ensuring that work/repairs recommended by contractors are appropriate, fairly priced and necessary);
- evaluating the quality and workmanship of work/repairs done.



## GROUNDS

This portfolio oversees the management of the community's common grounds, including roads. Keen interests in landscape design and care are recommended for this position. The nature of the duties and responsibilities of this portfolio are often similar to the Buildings portfolio, but with the emphasis on the maintenance and development of the community's greenspaces. The council member in charge of grounds is responsible for:

- acting as a resource person to council on grounds-related issues;
- ensuring that strata guidelines concerning groundskeeping are adhered to;
- identifying landscape problems that require attention and recommending the appropriate remedial measures necessary to correct the problems;
- liaising with landscaping contractors and evaluating completed projects;
- overseeing landscape programs;
- liaise with owners.

## RECREATION CENTRE/COMMUNITY LIAISON

This portfolio deals with the day-to-day operations of the recreation centre and, in turn, is council's closest liaison with the community as a whole. The ability to foster a sense of community is a major component of this portfolio, as is the ability to work with and oversee rec. centre staff. Duties and responsibilities include:

- overseeing the day-to-day running of the rec. centre, its programs, staff and management;
- liaising between council and community and staff;
- creating and implementing community activities;
- advise Vancouver Condominium Services Ltd. of staff payroll hours for the rec. centre staff.

## TREASURER

The treasurer is responsible for managing community financial matters. Obviously, an understanding of finance and accounting are of major relevance to this portfolio. The treasurer is responsible for:

- overseeing the financial operations of the strata corporation;
- advising on financial issues including budgets, investments and spending;
- reviewing monthly and annual financial statements and report;
- reporting to council on financial reviews and decisions;
- planning for special assessments required to finance costs of large work projects;
- assessing the community cash-flow situation and making recommendations for changes in strata fees.

## PLANNING

This portfolio deals with the more abstract community and council needs. Together with council, the person in charge of planning assumes the following duties and responsibilities:

- dealing with strata policy issues as they arise;
- researching existing policies in place to ensure that they continue to reflect the needs of the community, and exploring possible alternatives for policies found to be outdated;
- researching costs, materials, and contractors for upcoming work projects (i.e. exterior painting of buildings in the community, road construction/repair);
- ensuring that future work projects are planned and completed in a manner that reflects strata guidelines.

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## 4. Just About That Time Again - Part II

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This is the second article in a series on preparing for, holding, and dealing with the work arising from your Annual General Meeting (AGM). Again, while the timing of these articles is oriented towards December year-ends, this information is applicable to everyone. We will now look at AGM Notice requirements and the steps required getting the Notice out the door and into the hands of the owners.

As noted last month, Section 40(2) of the *Strata Property Act* states that the AGM must be held within 2 months of your strata corporation's year end. Once the date for the AGM is chosen, the agent will work closely with the strata council to ensure that all items needing to be addressed at the meeting are properly prepared and presented according to the individual strata bylaws and the *Strata Property Act*. As there is often a significant amount of work involved, your agent will begin preparing the Notice up to 3 months in advance.

We work very hard to get all of the budget information and any resolution details (quotes, reports, bylaw amendments, etc.) to council for their consideration and approval well in advance of the mailing date of the notice, but there often seems to be something that comes up at the last minute. We try to do our best to have these issues dealt with well in advance to prevent the mistakes that can occur when a Notice is rushed out the door without due consideration.

With respect to the notice requirements for an Annual (or Special) General Meeting, Section 45 of The *Strata Property Act* states:

*45 (1) The strata corporation must give at least 2 weeks' written notice of an annual or special general meeting to all of the following:*

- (a) every owner, whether or not a notice must also be sent to the owner's mortgagee or tenant;*
- (b) every mortgagee who has given the strata corporation a Mortgagee's Request for Notification under section 60;*
- (c) every tenant who has been assigned a landlord's right to vote under section 147 or 148, if the strata corporation has received notice of the assignment.*

We will not worry about the Sections referenced above (60)(147/148), but suffice to say that if the management company (on behalf of the strata corporation) has received the appropriate

notice in the prescribed form (i.e. Mortgagee's Request for Notification), all individuals that should receive a copy of the Notice will receive a copy of the Notice.

More important is to clarify the meaning of "at least two weeks" noted in Section 45(1). Without quoting extensively from the *Interpretation Act* (Section 25 for the keeners), the two weeks actually translates into 20 days. This is the 14 days noted plus 2 days (as the first and last days are not counted) plus 4 days as the *Strata Property Act* (Section 61(3)) provides that notice is deemed to have been given 4 days after it was delivered or mailed. Therefore, unless the Notice is provided by personal delivery, the strata corporation should deliver or mail the meeting notice a minimum of 20 days prior to the date of the meeting. VCS policy is that the Notice must be dated and sent 21 days prior to the meeting day (absolute minimum is 20 days).

The remainder of Section 45 follows and notes the protocol for waiving the right to be notified and the right to waive notice (2)(5)(6), as well as the items that must be included in the Notice for the owners' information, including the wording of resolutions (3) and the budget (4).

(2) *A person who has a right to be notified under this section may, in writing, waive the right and may, in writing, revoke a waiver.*

(3) *The notice of the annual or special general meeting must include a description of the matters that will be voted on at the meeting, including the proposed wording of any resolution requiring a 3/4 vote or unanimous vote.*

(4) *If the meeting is an annual general meeting, the notice must include the budget and financial statement referred to in section 103.*

(5) *A vote at an annual or special general meeting may proceed despite the lack of notice as required by this section, if all persons entitled to receive notice waive, in writing, their right to notice.*

(6) *If 2 or more persons share one vote with respect to a strata lot, all of them must consent to the waiver of notice under subsection (5).*

Regarding the items to be discussed at the AGM, the *Strata Property Act* spells this out nice and succinctly, as stated in Section 46(1):

#### *Agenda and resolutions at an annual or special general meeting*

*46 (1) Subject to subsection (2), the council determines the agenda of an annual or special general meeting.*

Editor's Note: Subsection (2) deals with Special General Meetings called by the owners and will not be discussed in this article.

It is likely that you have had a busy year and there are items other than the approval of the next fiscal year's budget and the election of the next strata council to address. You will probably agree that it is a very positive thing that the determination of other items for owner discussion and approval by way of resolution is left to council's discretion and not simply left to the suggestion of the owners. This is why you were democratically elected at the last AGM!

Lastly, with the Notice prepared, scrutinized, approved by council, and now out the door, what do we do when an owner starts barking that they did not receive their copy and therefore the meeting and all the votes are invalid? Well, we will have done our utmost to get the owner the Notice to the most recent address they have provided. We then quote them Section 47, as noted below, and wish them a good day:

*47 Failure to give proper notice of an annual or special general meeting to a person entitled to receive notice under section 45 does not invalidate a vote taken at the meeting as long as the strata corporation made a reasonable attempt to give the notice in accordance with that section.*

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**Next month we will look at possible issues that may be faced at the actual AGM.**

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## 5. Case Law Update

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### 1. Refund of Special Levy Surplus

Disputes commonly arise between present and former owners of strata lots in cases where a large special assessment was levied and collected before the sale and then partially refunded after it. The scenario VCS has often seen is one where there is a “leaky condo” rehabilitation and perhaps companion lawsuit against the developer and others. In such cases the amounts levied are always substantial. In some instances, either because of a PST rebate and/or because of a settlement with the defendants’ insurers and/or simply due to an overly generous initial estimate of the remediation costs, the per-owner refund has amounted to many thousands of dollars. Former owners who paid the levy often hear about the refund from old friends and neighbours who still live at the strata complex and before long demand that it be paid to them. That certainly seems fair and reasonable from their point of view. Meanwhile, the new owner takes the position that as owner he/she now bears all the risks associated with ownership, so should also be entitled to the benefits of ownership. Those risks include liability for a supplemental special levy if the funds previously raised prove to have been insufficient (which is in fact more common in practice than a refund), and those benefits should therefore include entitlement to any refunds payable. Further,

he/she will say, this wasn't part of our contract of purchase and sale, and it is now too late to make it so.

On July 31, 2006 the B.C. Supreme Court considered this issue in a case known as Hutka v. Aitchinson et al (Victoria Registry No. 06-1258). The Court ruled in favour of the new owners. The Plaintiffs' (new owners) claimed entitlement in contract and the Respondents relied on the equitable remedy of unjust enrichment. The legal prerequisites to establish unjust enrichment were outlined by the Court as being that there was (a) an enrichment, (b) a corresponding deprivation, and (c) no juristic (or legally valid) reason for the enrichment.

In this instance, the Aitchinsons had paid a levy of \$60,135.01 at some point before they sold. Approximately a year after the Hutkas bought from them the leaky condo litigation and remediation were concluded, leaving a refund allocable to that strata lot based on its unit entitlement of \$17,758.03. Pending resolution of this lawsuit, the property manager held this money in trust.

Based on these facts, the Court concluded that there probably had been an "enrichment" and a "corresponding deprivation", but there was a juristic reason for the enrichment in that though there was nothing in the contract of purchase and sale that dealt specifically with the issue, the facts were such that it was implicit that any risk as well as any benefit associated with the subject strata lot transferred to the Hutkas upon purchase. The parties were free to contract as they would and that is what they did. The Aitchinsons presumably simply hadn't thought about this as a possibility when they sold their strata lot, nor had anyone who advised or assisted them in the sale. Somebody probably should have done so, and provided for it in the contract of purchase and sale, as we have seen done in other cases.

What is equally interesting from a strata property perspective here is that no mention whatsoever of the *Strata Property Act* ("SPA") was made in the Reasons for Judgment. That does not diminish the value or relevance of this decision, but it would have been instructive from VCS' point of view if SPA section 108 had been considered and commented on by the Court.

To refresh your memories, the relevant parts of section 108 read as follows:

*108 (1) The strata corporation may raise money from the owners by means of a special levy.*

*(5) If the amount collected exceeds that required, or for any other reason is not fully used for the purpose set out in the resolution, the strata corporation must return the money to the owners in amounts proportional to their contributions.*

*(6) Despite subsection (5), if no owner is entitled to receive more than \$100 in total under subsection (5), the strata corporation may deposit the excess in the contingency reserve fund.*

(emphasis added)

The highlighted words have been the subject of much debate among owners, managers and lawyers as to who is entitled, according to the SPA, to get the refund in circumstances such as those outlined above. One line of reasoning says that the current owner should get the refund because “owner” is defined in section 1 of the SPA to mean, for the purposes of this discussion, the person who shows up as the registered owner in the Land Title Office. And, that will always be the current owner as of the applicable time of the refund. The contrary argument is that the refund is supposed to be made to owners “in amounts proportional to their contributions”, and since the current owner contributed nothing, he/she is entitled to nothing by way of refund. Instead, the owner who made the contribution, should get the refund. The prior argument has enjoyed the majority of support in our observation and is the one that VCS has itself favoured and advanced. It is therefore unfortunate from our point of view that the Hutka v. Aitchinson case didn’t conclusively resolve this debate. However, this case nevertheless does add further support for the argument in favour of paying the refund to the current owner, because the Court noted that the current owners have a *prima facie* (or presumed, unless proven otherwise) entitlement to the refund. So, in the absence of a proven agreement to the contrary, the former owners must go away empty handed.

## **2. Realtor Beware**

The maxim one most commonly thinks of in the purchase and sale of goods or real estate is *caveat emptor*, or “buyer beware”. Where one relies on the professional advice of a third party when making a decision to buy, however, the degree to which responsibility falls on the shoulders of the purchaser changes. As every strata lot owner knows from their own unit buying experience, in addition to one’s own inquiries and research, reliance is commonly also placed on representations made by the seller in the property disclosure statement, on statements made by the various

realtors involved, on a building inspection report and on investigations made on your behalf by your notary or lawyer.

In the recent case of Holt v. Thompson et al (Vancouver Registry No. S000964) the B.C. Supreme Court in a decision rendered on July 6, 2006 ordered the purchaser's realtor to pay \$14,527.96 towards a special assessment levied against the purchaser and \$5,000 in general damages for the inconvenience and disruption to her life caused by the purchase of a condo which the Court accepted she would not have purchased if she had been properly informed by her realtor about the risks inherent.

The Plaintiff purchased a condo in building number 3 of a 5 building complex. Ms. Holt was told by her realtor that she had confirmed with the property manager that there were water ingress problems in buildings 4 and 5, but that the New Home Warranty and the developer were "taking care of" it. The sellers' disclosure statement disclosed that there were structural problems as well as problems with leakage, but again their realtor advised that this applied to buildings 4 and 5 and that the problems were being taken care of. That information was passed on to Ms. Holt. Minutes of strata meetings were ordered and Ms. Holt asked her realtor to read them because she was too busy to do so. Though it was not the realtor's usual practice, she agreed in this case, and testified that she flagged items of potential concern and delivered the package to Ms. Holt and urged Ms. Holt to read them.

From those minutes it was clear that there were problems with buildings 1, 2 and 3, as well, though they appeared to be less severe. From the portions extracted in the Reasons for Judgment it does seem to have been implied also that the problems were being addressed by the developer and New Home Warranty, as the seller's realtor and the property manager had informed Ms. Holt's realtor. Ms. Holt testified that she had read the minutes as requested but didn't recall anything having been flagged, and all she noticed in them were problems between people.

The realtor conceded that Ms. Holt had made it clear that she was relying on her. She told Ms. Holt that she would "do anything to protect her" and assured her that "I would not sell her a leaky condo". Because of the disclosed concerns about leakage, Ms. Holt's realtor suggested a holdback of \$20,000, which was negotiated down to \$10,000 by the sellers. This was characterized as "extra protection", even though it was repeatedly suggested that any repairs

that might subsequently prove to be required would be taken care of by the developer and New Home Warranty, such that there would be no cost to Ms. Holt.

Ms. Holt moved in on May 3, 1999, immediately left for a pre-planned trip, and when she returned on May 11<sup>th</sup>, found a Notice of Extraordinary General Meeting under her door proposing a special assessment for water damage repair. She ultimately ended up being assessed over \$40,000 (on a condo she paid \$110,000 for). Approximately \$16,000 was recovered in an action against the municipality, and \$10,000 from the holdback, leaving her with a loss of \$14,527.96. The New Home Warranty had by then gone bankrupt as had the developer, resulting in her realtor's assurances that they would "take care of" any problems offering no further comfort. Sound familiar?

The Judge summed up his findings as follows: *"I find that Ada Van Leeuwen (Ms. Holt's realtor) failed in her duty to her client Simma Holt. She told her that she would not sell her a leaky condo and that is exactly what happened in circumstances in which Ada Van Leeuwen either knew or ought to have known the condominium had significant water ingress problems. Ada Van Leeuwen was well aware of Simma Holt's desire to rely on her judgement in the matter. I find it unlikely that Ada Van Leeuwen fully discussed the specific concerns raised in the minutes with Simma Holt. I am satisfied if Simma Holt had properly appreciated those issues, she would not have proceeded with the purchase. Having told Simma Holt she would not sell her a leaky condo and would protect her interest, Ada Van Leeuwen had a duty to make the specifics of the risk Simma Holt was undertaking very clear to her, not just to urge her to read the minutes when she knew Simma Holt was very busy and not inclined to. Furthermore, Ada Van Leeuwen had decided that it was safe to rely on the New Home Warranty program, yet she was unfamiliar with its terms and did not fully explain the nature of this reliance or its risks to Simma Holt. Ada Van Leeuwen told her the property manager had said that if the problems were water ingress or structural damages, they would be taken care of by the builder and the New Home Warranty without discussing how reliable such representations might be. I find Ada Van Leeuwen negligently misrepresented to Simma Holt the state of the condominium being purchased, and that her interests were properly protected when they were not. I also find that Simma Holt was reasonably relying on the advice of Ada Van Leeuwen who had encouraged her to do so. I find Ada Van Leeuwen liable for the damages caused to Simma Holt by her negligent misrepresentation."*



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