



Fall 2023

Comfort Chronicle

WHY NOT BE COMFORTABLE

IN THIS ISSUE

Condo Contracts – Are you Getting your Money’s Worth?

Contracts are an essential component of a condo corporation’s life. That means that it is essential that corporations ensure they are getting their money’s worth from every service provider by ensuring their contracts are inclusive, protective and value targeted. The following provides food for thought when tendering new contracts/revisiting existing contracts.

1. Clearly specify each party’s expectations. What is the service provider’s scope of responsibility? What is the corporation’s responsibility to the contractor?
2. Clearly specify which party (contractor or condo corporation) is responsible for any costs, damages, losses arising from/ related to the contractor’s work (shift as much responsibility from the corporation to the contractor as possible). Above all, ensure that contractor has a Certificate of Insurance.
3. Clearly specify that the contractor will be designated the sole and only “constructor” (party responsible for protecting all workers on site from health and safety hazards as defined in the Occupational Health and Safety Act (OHSA))

4. Clearly specify the contract’s commencement and termination dates as well as any auto renewal provisions (excellent example of the corporation’s annual calendar’s usefulness). Is there a ‘with/without cause’ provision? If so, Boards must ensure the term ‘cause’ is clearly defined. Boards are also encouraged to ensure contracts include the provision for corporations to terminate the contract at any time with or without notice and without penalty.

5. Ensure that there is no requirement for the Board to notify owners pursuant to s.97 of the Condo Act (contracts dealing with additions/alterations/improvements to the common elements etc. – see actual section of the Act for specifics)

As previously indicated, the aforementioned is not all inclusive but represents just the ‘highlights’ of important considerations. Corporations are advised to consult their solicitors for help in creating a contracting process and documentation. Once established, these can become the template for future contracts.

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IMPORTANT DATES

Labour Day

Monday September 4, 2023
(Management Office Closed)

Thanksgiving

Monday, October 9, 2023
(Management Office Closed)

**NEW
ACT
NEW
ERA**

Making your Condo's Gym a More Valuable Asset

Condo gyms are beneficial, if not essential to many residents. The ease of accessibility makes them desirable to those who include pre or post business day workouts in their daily routines. Gyms, however, have also been sources of great consternation to Boards, Management, users and non-users alike. For example, some Boards have found it necessary to enact a "Restricted Access to Recreational Facilities" Bylaw to prevent residents from bringing nonresidents into the facility.

One of the biggest challenges users face is the lack of availability of their favourite piece/s of equipment. If unresolved they are more likely to try to install same in their unit – which can lead to entirely different problems. Implementing a reservation system can help alleviate this problem. This process is made easier if corporations have online community networks. The reservation process should include a clear message regarding what constitutes appropriate behaviour.

Management is also advised to note which pieces of equipment are reserved most often and consider bringing their findings to the Board's attention. Perhaps it could replace seldom used equipment with additional pieces of the popular equipment.



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Some gyms include one or more TVs mounted on the wall. The volume of same should be kept at a normal level. Users should be discouraged from bringing in their own devices unless they use earbuds/headphones. Nothing is more disturbing to a workout than a cacophony of different devices.

Condos will find that developers often install equipment with little or no thought for its potential future use. Boards may wish to invite a recreation facility contractor to assess the current equipment and its location in order to maximize its usability.

Boards should also remember that equipment must be regularly cleaned and repaired. Therefore, not only is it essential for users to wipe down equipment after use (another item for the facility reservation document) but Management must institute a regular in-house cleaning process as well as a preventive maintenance contract for same (this will become a line item in the corporation's operating budget).

Like everything else, Board transparency and regular conversation among all the corporation's stakeholders regarding the successes and challenges of effectively managing this facility will make everyone feel part of the responsibility of ensuring its success.

Bill 91: Less Red Tape, Stronger Economy Act 2023 Update

The summer 2023 issue of the Comfort Chronicle outlined the information on the above-referenced Bill that was introduced prior to the Chronicle's dissemination.

Bill 91 has now become law as of June 8, 2023, although Section 7 (the Condo Act) won't be enacted until October 1, 2023. (<https://www.ola.org/en/legislative-business/bills/parliament-43/session-1/bill-91>)

As a brief update, the welcome changes in this Bill will "permit condo corporations to use e-voting and conduct virtual meetings without the requirement for a by-law and no owner consents will be required to provide notices

by email". (lashcondolaw.com/bill-91-royal-assent-october-1st-changes-to-condominium-act)

This means that Boards should: check out the following website to learn more about what Bill 91 will mean to them; This will enable them to initiate any preparations necessary (including disseminating information to all stakeholders) well in advance to ensure the corporation is ready for October 1st enactment date.

<http://www.ontariocanada.com/registry/view.do?postingId=44270&language=en>

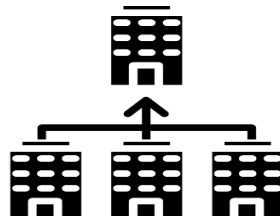


Shared Facilities: Things to Consider

Shared facilities have their pros and cons. On one hand, developers can offer more variety of popular amenities for less money. On the other hand, the day-to-day management of same can be challenging. Shared Facilities Agreements have traditionally been included in the original condo documents registered with corporations but they are seldom completely practical.

Shared facilities are managed by a committee composed of a mandated number of people. Depending on the wording of this clause of the agreement, this can mean additional meetings for Board members and the property manager. The facilities are managed by a property manager to maintain and repair via a separate operating budget as directed by the Agreement. This means that a portion of each corporation's maintenance fees are diverted to administer the shared facilities agreement.

Surprisingly, shared facilities agreements do not always provide for a reserve fund or reserve fund study for components of the shared facility. This means that the relevant corporations must incorporate their share of these components into their reserve funds.



Some agreements provide that member corporations take turns managing the facilities meaning that one corporation makes the decisions for all member corporations and just notifies the other corporation/s of same.

This can cause problems if there is more than one property manager and if one or more corporation member adopts a less diligent attitude during their management tenure.

The problem brought on by the requirement for unanimous agreement among the committee members is self-explanatory as is a provision that all committee members must be present in order for there to be quorum.

Corporations are advised to seek legal assistance as early in the shared facility administration and physical management as possible to establish and customize the standard criteria for the governing of meetings of the Shared Facilities Committee and management of the components.

Climate Change: Does your Landscaping Need Rethinking?

People will agree that this past summer has been one for the record books. We seem to be experiencing increasingly more consecutive days of extremely hot temperatures each summer.

With that in mind, fall is the perfect time to revisit your corporation's landscaping plan. Inspect the property with a view to ascertaining which plants thrived, need to be relocated or died. Should you consider different types of flowers in the future?

Boards and/or Management should inspect the property with their landscaping contractor to get first-hand information about the successes and challenges they experienced during the past summer along with suggestions regarding future plantings and maintenance requirements.

If this inspection identifies irrigation as one of the landscaping challenges, a personal visit with the irrigation contractor might be the next step. Should additional irrigation zones be required, the contractor should be asked for a quote for the Board's consideration and budgeting.



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If your corporation is still living with the developer's original plantings, they may not be the right option for today's climate. If this is the case consider replacing them.

On a more mundane but just as important level, note whether the contractor paid adequate attention to the regular maintenance issues such as pruning, weeding and pest control.

When considering the entire property landscape, consider whether there are areas that can be changed or eliminated. Would a large garden make a better impression if it were reduced in size with the addition of a decorative but functional bench?

If your corporation has not revisited the property's landscaping since the initial planting by the developer, perhaps this might be a good time to reconsider the image you want your corporation's asset to portray. As they say, you never get a second chance to make a first impression.

Is your Corporation Adequately Protected?

It seems obvious to say that corporations with the proper rules and regulations in place fare much better in ensuring resident satisfaction. While not comprehensive, the following provides a launching/gauging point of rules/bylaws/policies for Boards to consider:

1. **Noise Bylaw** – quiet enjoyment rules are usually enshrined in the original condo documents.
2. **Pet Policy** – corporation policy is often enshrined in the original condo documents but may require updating to reflect municipal and provincial mandates.
3. **Smoke and Vapour Policies** – are usually incorporated into any 'quiet enjoyment' corporation policy but must also reflect mandates of the Smoke Free Ontario Act (SFOA) and the Condominium Act 1998.
4. **Storage Policy** – is usually already enshrined in the corporation's original Declaration and Rules but may require updating.
5. **Parking and Towing Policy** – must be clearly disseminated and the proper signage must be prominently displayed. Boards may wish to consult their corporation's solicitor if there is concern regarding any potential liability regarding vehicle towing.
6. **Safety and Security, Access Control, Emergency Preparedness and Surveillance** – see previous issues of the Comfort Chronicle for articles on emergency plans etc. and/or visit the Canadian Condominium Institute (CCI) site <https://cci.ca/resource-centre/view/964?words=Steps%20Toward%20Emergency%20Preparedness&filter=all>
7. **Individual Amenities Policies** – see page 2 of this issue regarding gyms. Similar procedures should be established for each amenity (e.g. Party Rooms, Guest Suites etc.)
8. **Short-term Rental Policy** – is essential for those corporations that allow the same. It can be a difficult issue, Boards are advised to seek legal advice/assistance.
9. **Alteration and Renovation Policy** – begins with the enactment of a **Standard Unit Bylaw**. Again, legal assistance may be required when establishing a policy of what constitutes acceptable unit alterations/renovations, the creation of an **Owners' Alteration Agreement** and the process for securing Board approval of same. A process will also have to be established for enshrining all records of unit alteration/renovation in the corporation records for future reference.

Comfort
Property
Management

Comfort Property Management is proud to announce that we have again passed our ACMO 2000 recertification. This designation recognizes our continuing mission of service excellence. As always, we thank those corporations who have already entrusted their properties to our care and we look forward to a lengthy partnership with you. We also invite any condominium corporations interested in learning more about our unique management philosophy to contact us.

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