



MEMBER FORUM 7

August 18th 2019

TODAY'S TOPICS

- Legal Matters
- Meeting with Senior Parkbridge Management – Follow Up
- Community Standards & Evictions – Follow Up
- Applications to Alter
- Lease Assignment
- Lockhart Road
- AGI Update
- Odds & Ends
- Q & A

LEGAL MATTERS: POST LIGHT MAINTENANCE

- **We have the Landlord & Tenant Board ruling on our test case – you will remember that the resident concerned was looking at a \$2000 repair**
- **The Board rejected ALL of Parkbridge’s arguments – of particular relevance is the finding that Post Lights are in lieu of street lighting**
- **The Board found Parkbridge to be in breach of the relevant section of the Residential Tenancies Act - that is the responsibility to maintain essential services**

LEGAL MATTERS: POST LIGHT MAINTENANCE

- **Parkbridge was ordered as follows:**
 - To make the repairs at their expense by a given date
 - To pay by a given date a [modest but welcome] rent rebate to the resident for the 17 month period without the light
 - To refund by a given date the fee for the application to the Board
- **The Association covered the cost of legal representation as we considered this to be an issue of principle**

MEETING WITH SENIOR PARKBRIDGE MANAGEMENT

- A meeting was held with Nicole Watters [Director of Operations for our area], Mirka Rollason & Shirley Grignon as a first follow up to our meeting with Parkbridge's CEO & VP Property Operations
- A substantial portion of the time was spent on the question of the relationship between residents & Parkbridge staff
- We have made it clear that there are many concerns about a perceived lack of respect for residents; especially in matters of community standards
- **BUT:**

MEETING WITH SENIOR PARKBRIDGE MANAGEMENT

- This is a two way street! Parkbridge staff have been the subject of vulgar verbal abuse & physical threats when dealing with these issues
- **THE ASSOCIATION CAN NOT & WILL NOT SUPPORT ANY RESIDENT WHO RESORTS TO SUCH BEHAVIOR**

MEETING WITH SENIOR PARKBRIDGE MANAGEMENT

- **MOST IMPORTANT:** Parkbridge specifically request that if you feel that you have not been treated properly that you detail the incident in writing to the Office
- Provide a copy to the Association so that we can follow up

MEETING WITH SENIOR PARKBRIDGE MANAGEMENT

- **FITNESS CENTRE:** Two new Treadmills have been installed
- **LEASE RENEWALS:** Parkbridge will now renew leases if so requested for residents who are not comfortable with a month to month lease – although we do want to remind you that there are no negatives to this:
 - You should approach the Office a month before your lease expires
 - **PLEASE** do not flood the Office with phone calls tomorrow if you can't find your lease and want to check the expiry date
 - *If your expiry date has passed you are already month to month & unfortunately there is no going back*

MEETING WITH SENIOR PARKBRIDGE MANAGEMENT

- We discussed the perceived need to provide greater clarity in written communications from Parkbridge; especially those with complex financial information**
- The plan going forward is to involve the Association at the draft stage so that communications can be reviewed “through the eyes of a resident”**
- To help develop this process, the Association will provide Parkbridge with samples [the original and suggested] to illustrate typical issues**

COMMUNITY STANDARDS

- You will remember that there were two evictions in process
- The one involving a non-member has resulted in the person leaving Sandycove
- The other has been the subject of further legal action [NOT supported by the Association] by the resident
- We are advised by Parkbridge that the resident has agreed – before a Judge & on the record – to sell his house & leave the Park by October 31st 2019

COMMUNITY STANDARDS

- We have been asked by Parkbridge to make it clear to all residents that these are extreme cases where the problem was major, efforts to resolve it over months and indeed years have failed, and all legal requirements and options open to residents have been followed - yet the situations continued
- **PARKBRIDGE WISHES EVERYONE TO KNOW THAT EVICTION IS A LAST RESORT AND IS SOMETHING THEY WILL DO EVERYTHING THEY CAN – INCLUDING HELP WHERE PRACTICAL - TO AVOID SINCE IT IS IN NO ONE'S INTEREST**

COMMUNITY STANDARDS

- **WE NEED TO SPEAK FRANKLY IN CERTAIN RESPECTS:**
- **Many residents have forgotten that we agreed in our leases to maintain standards**
- **The unfortunate fact that, for a number of years, “enforcement” was sadly lacking does not change the above – this “lack” seems to be a thing of the past**
- **It has come as a shock to some when suddenly the practices of years are challenged – especially since “standards” are subjective**

COMMUNITY STANDARDS LETTER

INSPECTIONS

The key to the program is regular inspections. The Property Manager or designate will tour the community and address homes that need attention. They may also respond to concerns from other homeowners regarding specific homes. Please be advised that there will only be an inspection of the exterior of the home and yard. We do not inspect the interior of your home. Exterior items we may look at include doors, roofs, windows, stairs, lawn/yard maintenance, inoperable vehicles, trailers and other structures, sheds and awnings. Homes that require attention will be notified of the necessary work, along with a date for completion.

SELLING YOUR HOME

It is the responsibility of all Parkbridge homeowners to notify Parkbridge of your intention to sell your home, prior to listing it, as outlined in your land lease agreement.

Parkbridge will provide you or your real estate agent with the current market fees for your home. Listing your home using your current monthly fees could lead to disappointment for a potential buyer when they apply for a land lease with Parkbridge and discover that the current monthly fees for your home is different than what was negotiated. Notifying us ensures that your home is advertised appropriately, and a potential sale is not delayed or cancelled.

Once we are notified of your intention to sell, the Property Manager or designate will visit your home and perform an inspection of the exterior of the home and yard as noted above. You will be informed in writing of any deficiencies that may need to be addressed before the sale of your home can close. Addressing these concerns will also undoubtedly improve the sales appeal of your home.

COMMUNITY STANDARDS

- We continue to support - in the interests of all residents - the maintenance of standards BUT the handling of these issues needs to be on a flexible basis and with respect for residents
- As previously noted we have addressed this with Parkbridge

APPLICATIONS TO ALTER

- In some respects this is part of “Community Standards” but there are some points that need special attention
- Once again, we must remind everyone that this is a lease obligation
- There have been recent cases of work approved but required town permits were not obtained & even some that are neither approved or permitted.
- **MOST IMPORTANTLY** in the final analysis it is the resident’s responsibility to ensure that any Town permits required for the work have been obtained. In a moment we will discuss the process and look at two examples of problems
- **NOT COMPLYING CAN BE VERY EXPENSIVE IF CAUGHT – AND WITH THE NEW EMPHASIS ON STANDARDS – IT PROBABLY WILL BE!!!!!!**

APPLICATIONS TO ALTER: THE PROCESS

- On receiving an application Parkbridge review – including an on-site check if appropriate - and either approve or disapprove
- If approved the application is returned to the resident or, if submitted by a contractor on behalf of the resident, to the contractor
- If the work requires a Town permit Parkbridge place an appropriate stamp on the application
- Without the stamp the Town will NOT issue a permit
- **It is the responsibility of the resident and/or contractor to obtain the permit[s]**
- **A NEW RULE: Permits must be shown to the Office BEFORE work commences – Unfortunately the actions of a few now impact all of us**

APPLICATIONS TO ALTER

- In the first example - with an approved application needing permits - Parkbridge noted work in progress and intervened on the basis that some of the work had not been approved. This was not, reportedly, handled well by the Parkbridge person with either the resident or the contractor BUT the basis for the intervention needed investigation. The following was found:
- The application - as often happens – was completed by the [reputable] contractor, approved by Parkbridge & submitted to the Town for permits that were then issued
- The resident never saw the approved application and *was not at fault*
BUT:

APPLICATIONS TO ALTER

- The application was – supposedly - for three separate “changes” as shown clearly on the contractor’s quotation
- One change was NOT on the application
- The other two were handwritten in such a way that they could easily be read as one change – I actually read it that way myself initially - and was, apparently, so read by Parkbridge
- Fortunately, in this case, there was not an issue BUT you can imagine the problems of work being part or wholly completed and then permission being refused.
- **APPLICATIONS NEED TO BE CLEAR & COMPLETE. We most strongly suggest that YOU check both this & the permits BEFORE work begins and if there are any doubts check with the office**

APPLICATIONS TO ALTER

- In the second case there was again an approved application with a need for permits BUT:
- The contractor had not obtained permits
- There was also work being done that was not on the application

LEASE ASSIGNMENT

- You may remember that one of the reasons we stated for requesting assignment is to avoid substantial increases [perhaps to “market rate”] in rent when selling your home
- Parkbridge queried that statement as to accuracy
- In fact & after discussion, it turns out it is really just that Parkbridge’s current policy is to increase the rent only by the same \$50 that is permitted for an assigned lease
- In speaking with Mirka Rollason it was confirmed that this is policy, not a legal requirement, and could change in the future – i.e. to “market rate”
- **In no way does this change our position on requesting assignment when you have a specific offer from a buyer – due to the other negatives in a new lease**

LOCKHART ROAD

- Those of you who attended the information session in July will have noted that it includes the installation of Town water supply adjacent to Sandycove
- I have spoken to Mirka Rollason about conversion of our supply to the town supply
- Her response was as follows:
 - **POTENTIALLY** this will be possible
 - There are large capital costs involved in such a conversion
 - At this time she knows of no plans to go ahead with this
 - It is impossible to predict when this might happen as there are many other priorities for capital expenditure

ABOVE GUIDELINE INCREASES

As reported at our May Forum we have taken legal advice with respect to the #3 application – which requests a 0.33% increase – and will represent members when the hearing takes place

You will be aware – from an “advance notice” from Parkbridge - that a #4 application is in process requesting a 0.36% increase. This would mean, on average, \$2.34 per month

We will obtain the supporting documentation as soon as possible

This will be studied by both our legal committee and our legal representative to determine what may be done

ODDS & ENDS

- **STREET PARKING:** We have discussed this with Management. The issue is access for emergency vehicles – something that is a concern for all of us given our demographic.
- We have also asked that all visitor parking spaces be clearly marked – some are not – and that their proper use be monitored. We have been told this will be done. We have asked that some discretion be used in this
- **LETTER ADDRESSING:** We have noted concerns that Parkbridge letters sometimes show only one occupant or the “”incorrect” one. On discussion it seems that the information in the computer file used for this purpose may not correctly access all relevant names. In some cases this may reflect a historical error OR the fact that the original lease may not have shown all residents
- If this is of concern to you the Office should be contacted

ODDS & ENDS

- **POTENTIAL PURCHASER REFUSED:** We have heard that there have been cases where Parkbridge have refused to accept a potential purchaser of a home
- This is most likely the result of a credit check - on thinking back I remember having to provide financial information at the time of purchase
- This might also be a matter of a documented previous bad history in renting or leasing.
- Landlords do have the right **PROVIDED** it is not based on any of the legal discrimination criteria
- Parkbridge will not, from privacy concerns, disclose the reason to anyone but the potential purchaser