



MEMBER FORUM 8

November 2019



TODAY'S TOPICS

- **Temporary Winter Enclosures**
- **Water Testing Charges**
- **Community Standards**
- **SOP's**
- **Parkbridge/Resident Relations**
- **AGI Update**
- **Snow**
- **Q & A**

TEMPORARY WINTER ENCLOSURES

- **The Association is between a rock & a hard place on this issue.**
- **We support, in the interests of everyone's investment & lifestyle, reasonable Community Standards but this matter has been handled poorly by Parkbridge on multiple levels - lack of consultation, timing, guidance on standards etc.**

TEMPORARY WINTER ENCLOSURES

- **WHAT HAVE WE BEEN DOING ABOUT IT?**
- **We looked at the possibility of legal action but knowing how long such matters take it was felt we must try to find a solution for this winter**
- **We tried twice to get a resolution through local management**
- **This having failed, we escalated the issue to the Vice-President of Property Operations which resulted in a meeting the Director of Operations for our area. Our request was that the instruction to remove shelters be cancelled for the 2019/20 winter & that Parkbridge work with the Association to find a solution that is fair for all parties going forward**

TEMPORARY WINTER ENCLOSURES

- **This was followed up by several phone calls for further discussion – including just this morning**
- **The outcome was that the general policy would stay but any resident who had issues could come into the Office & “we will work with them”**
- **I stated that this was not satisfactory. As to why:**
 - **Previous experience on various issues has shown this to be useless**
 - **Many residents are scared to complain due to the way residents are treated by local management**

TEMPORARY WINTER ENCLOSURES

- The response was to offer a meeting with more senior management next week
- I have suggested that this would be acceptable PROVIDED no action is taken against any resident by way of forced removal or any other method until the outcome of such a meeting is known.
- If a meeting does not happen in that time frame or the outcome is not favourable then I shall recommend to the Board of Directors to investigate all means of putting pressure on Parkbridge



TEMPORARY WINTER ENCLOSURES

**IF ANYONE HEARS OF ANY ATTEMPT TO
TAKE DOWN AN ENCLOSURE WITHOUT
THE HOMEOWNERS' PERMISSION I WANT
TO HEAR ABOUT IT IMMEDIATELY**

TEMPORARY WINTER ENCLOSURES THE LEGAL SITUATION

- **As always we want to be quite open with you even when it hurts! Due to the provisions in our leases we see it being difficult to legally challenge this policy including the fact that Parkbridge have no legal obligation to “grandfather” such enclosures**
- **An exception to this might be possible if it could be PROVED that the enclosure was in place at the time Parkbridge inspected the home prior to sale**

TEMPORARY WINTER ENCLOSURES: WHAT YOUR LEASE SAYS

- **OLD SCA LTD. LEASE**

(w) The Tenant shall not locate any Dwelling Unit on the Site except with the approval of the Landlord and in such manner and in such place as the Landlord may designate. THE TENANT SHALL NOT, DURING THE TERM HEREOF, OR ANY RENEWAL OR OVERHOLDING HEREOF, ALTER OR CHANGE THE LOCATION OR EXTERIOR COLOUR OF ANY SUCH DWELLING UNIT, ALTER OR CHANGE THE GRADE OF THE SITE, INSTALL PATIOS OR FENCES OR HEDGES, ERECT OR INSTALL ANY IMPROVEMENTS, FIXTURES, OR ALUMINUM SHEDS OR AFFIX ANYTHING TO THE EXTERIOR OF SUCH DWELLING

SCA LTD LEASE — TENANTS COVENANTS

TEMPORARY WINTER ENCLOSURES: WHAT YOUR LEASE SAYS

- **PARKBRIDGE LEASE: Tenants Covenants & Rules & Regulations**

HOME SITE IMPROVEMENTS (as may be applicable)

9. **APPROVAL.** The Community Owner has the right to approve the location and appearance of any buildings, additions, fixtures, awnings, patios, decks, landscaping, or other changes to the Home Site. Approval is to be requested on an Application to Alter form, obtainable from the Community Owner. Work is not to begin unless and until approval is granted. In the event that the Homeowner does not comply with the approval, or does not complete or maintain the improvement, then the Community Owner, at its sole discretion, may enter the Home Site and restore the Home Site to its original condition.

The Homeowner agrees not to substantially change the exterior of the home or its location, or make changes to the Home Site without prior written approval of the Community Owner and any governmental agencies having jurisdiction. These changes could include, but are not limited to, digging/excavating, building decks or patios, landscaping, installing fences or privacy barriers; or affixing anything to the exterior of the home, such as awnings, flower containers, satellite dishes, radio antennae, or flag poles.

TEMPORARY WINTER ENCLOSURES: ANY OTHER LEGAL REMEDIES?

- We have looked at possible applications to the Landlord & Tenant Board
- The only potential application is this:

CONCERN	FORM(S) TO FILE
<p>My landlord or their agent has:</p> <ul style="list-style-type: none">• illegally entered my rental unit• changed the locks without giving me replacement keys• withheld or interfered with my care services, vital services or food in a care home• interfered with my reasonable enjoyment of the rental unit• harassed, coerced or threatened me	<ul style="list-style-type: none">• T2 – Application About Tenant Rights ▶ LTB e-File

- Can Parkbridge be considered to have interfered, harassed, coerced or threatened on a matter that you have – legally – agreed to? This will be looked into if necessary

TEMPORARY WINTER ENCLOSURES: ANY OTHER LEGAL REMEDIES?

- **A legal action through the Courts? Undoubtedly very expensive and long drawn out. Again the lease conditions work against us**
- **Human Rights Tribunal? Another possibility but proving grounds may be difficult but can be investigated**

TEMPORARY WINTER ENCLOSURES: ANY OTHER POSSIBILITIES?

- As some have suggested there is the possibility of putting pressure on Parkbridge through the media
- **THE ASSOCIATION CONSIDERS THIS AS A LAST RESORT – WHY?**
- Because a likely side effect will be to put potential purchasers off and lower home prices
- We are aware that this is happening to an extent anyway & are addressing this as an ongoing issue at the CEO level

WATER TESTING CHARGES

- **Immediately on learning about this we put it in the hands of our legal representative to check on the legality**
- **We are advised that this is indeed permitted in the Residential Tenancies Act as stated by Parkbridge**
- **Furthermore the validity of this has been confirmed by two court actions – one in Small Claims Court and one in Ontario Superior Court - both cases ruled in favour of the Landlord**
- **We do not therefore have any grounds on which to challenge this charge**
- **This is not rent so would not be subject to rent increases but can of course be adjusted as and when the costs involved increase**

COMMUNITY STANDARDS

- **We, like many of you, are concerned about a lack of clarity as to what is required**
- **We also have issues with respect to how “historical” changes are handled; this is particularly concerning since it appears that old Sandycove Acres Ltd. Records are far from complete**
- **I have discussed this with our Director of Operations and she agreed that something more concrete, to which residents could refer, would be desirable**
- **I have offered to work with Parkbridge in developing this with a view to it being understandable with a “residents eye” It was felt this would be valuable - we shall see what happens next**

SOP'S

- **We have been working to find out Parkbridge's intentions on this issue**
- **At the same time we have tried to clarify the exact status of Sandycove as per the various regulations involved**
- **We have, thanks to Carolyn Payne, the opinion of South Simcoe Police that our current practice is OK**
- **We spoke with the Manager of the Orillia office of the Compliance Section of the Alcohol & Gaming Commission of Ontario. He confirms the opinion of South Simcoe Police that no SOP is needed unless Alcohol is sold either included in the ticket price or separately**

SOP'S

- **These opinions were documented & presented to the Director of Operations for our area – who passed them to our property Manager & Parkbridge's Compliance Officer**
- **The latter is responsible for ensuring all of Parkbridge's communities conform to all Federal & Provincial laws**
- **There were further discussions with our Property Manager who basically confirmed that no SOP's are required except the sale of alcohol where questions remained due to different opinions between the LCBO & the AGCO**
- **Late on Thursday we received the following statement:**

SOP'S

- After numerous discussions with the Alcohol Gaming Commission of Ontario (AGCO), the following has been confirmed as it relates to Sandycove Acres and the use of our clubhouses with alcohol. We are deemed a “Private” Residence and therefore the use of the clubhouses by our homeowners and their invited guests when you bring your own booze (BYOB) is acceptable without a Special Occasion Permit.
- In addition, I have also confirmed that Special Occasion Permits that were previously purchased for private rentals (Celebration of Life, birthdays etc.) are also not required. The AGCO has confirmed that this is a system error which of course caused further confusion to our situation which they have acknowledged.
- I remind you that the sale of alcohol is strictly forbidden in our clubhouses. This also may include the inclusion of alcohol with a ticket purchase or meal which may also include a drink ticket.
- I will provide further communication when I receive it with respect to the liability risks associated with the consumption of alcohol in our private clubhouses.

SOP'S

- **This statement did not mention events like our Open House which are not BYOB but do not sell alcohol**
- **In previous discussion our Property Manager had included these as NOT needing permits**
- **I tried to follow up on this point for today's meeting but was unable to do so. I will do so next week**
- **It is important to note that liability remains a major concern for Parkbridge – we will continue to press for answers on where they stand on this**

PARKBRIDGE/RESIDENT RELATIONS

- **We took the opportunity of meeting with the Director of Operations to state, once again, that this relationship is far from satisfactory and indeed, in our opinion, has gone further downhill - giving examples**
- **She undertook to look at what needs to be done to correct this situation**

AGI UPDATES

- **We remain committed to legally challenge AGI's wherever possible**
- **AGI #3 - we see some points**
- **AGI #4 - we have received the documentation – it is in the hands of our legal representative**
- **We have been advised that the Landlord & Tenant Board is backlogged with applications so a date for hearings may be some way off**

SNOW

- **Winter is early - Ugh!!!!**
- **We have discussed last year's issues with Parkbridge – especially use of drag & drop equipment on driveways, keeping your walkways clear during clearing operations, snow piles. These have been communicated to Babcock**
- **IF YOU HAVE AN ISSUE INFORM THE OFFICE FIRST – PHONE OR EMAIL**
- **We want to be aware of issues - our special snow email is open – scasnow@outlook.com**

ODDS & ENDS

- **CHRISTMAS FOOD DRIVE:** Last year was a new record. **Can we beat it again in 2019?** See the newsletter for dates and times
- **CHRISTMAS LIGHTS:** Judging on December 11th – Prizes courtesy of Parkbridge
- **OPEN HOUSE:** January 26th: 2.00pm – 4.00pm @ the Wheel
- **MEMBER FORUM 9:** February 23rd: 2.00pm – 4.00pm @ the Wheel



Q & A

**Our 2019/20 seminars started September 16th
1.00 pm at the Spoke**

See the newsletter for future topics and dates

**Before we take your questions we would like to
get your suggestions for future seminars**