



MEMBER FORUM 3

July 28th 2018

ABOVE GUIDELINE INCREASE

- **Before we look at the current application a couple of reminders:**
 - **As we have said on more than one occasion – and whether we agree or not – the Residential Tenancies Act permits Parkbridge, under specific rules, to apply for rent increases above the Provincial Guideline**
 - **To challenge all or parts of an application we must show that the rules have not been followed**
 - **The flip side of the Act is that, without it's protection, rent increases can be MUCH larger – some Parkbridge communities were seeing increases in the range of 10% - 17% PER YEAR!**

ABOVE GUIDELINE INCREASE

- As those of you who were present at either our last Forum or the AGM will remember we had not expected a hearing in the near future so were surprised to get a date of July 20th
- Fortunately our legal committee consisting of four Directors & our legal representative had spent two months examining Parkbridge's financial documents – we found a number of questionable items although most were eligible under the Residential Tenancies Act

ABOVE GUIDELINE INCREASE

- **Some examples of what we found:**
 - **Amounts apparently outside the time “window”**
 - **Amounts doubtful as “significant” under the Act**
 - **Amounts questionable as eligible capital expenditures – trees etc.**
 - **Items such as the maintenance roof – questionable as being part of the “residential complex under the Act**
 - **Revenue not accounted for re Laundry Rooms**
- **Based on the above we opened negotiations with Parkbridge in the week before the hearing and made some progress**

ABOVE GUIDELINE INCREASE

- On the hearing day we were offered a reduction of **37.5%** [from 0.8% to 0.5%] in the increase applied for
- Calculation showed us that this effectively removed ALL of the questionable items leaving only items that were eligible under the Act
- Residents present and the HOA, after some discussions, accepted this offer

ABOVE GUIDELINE INCREASE

- **Official notices detailing payment details will be sent by Parkbridge once the official order from the Landlord & Tenant Board is issued. Based on the previous AGI it is likely to be October before we get them**
- **Our legal representative also raised the question with respect to newer residents who signed leases after some of the application work had been completed.**
- **Parkbridge confirmed that, in accordance with the Residential Tenancies Act, the increase for these residents will be adjusted according to which work had been completed on the various signing dates**
- **The Board Officer read this fact into the official record. Official notices detailing amounts will be sent by Parkbridge**

2019 GUIDELINE INCREASE

- **The Ontario Guideline Increase for 2019 has been set at 1.8%**
- **This increase can NOT be challenged**
- **As always, it will be effective from your anniversary date – you are notified at least 90 days prior to it taking effect**

WATER & SEWER BILLING

- **After many frustrating months of no response by Parkbridge an offer was made that reduced the billing by about 62%**
- **We advised Parkbridge that, given our legal advice, we considered the offer inadequate and that the residents concerned would reject it. Furthermore, we felt that they would wish to make application to the Landlord & Tenant Board & would have the support of the Association in so doing**
- **Nevertheless, Parkbridge asked us to put the offer to the residents**

WATER & SEWER BILLING

- Before we were able so to do, we were contacted by Parkbridge to inform us that, after further consideration, they were ending billing for the residents involved until Sandycove is connected to Town water [our legal argument] and all amounts billed to date would be refunded!
- It is important to note that this decision applies only to those residents who have the lease version with the clause that permitted us to challenge Parkbridge. Basically these are leases signed in 2017 – there MAY be some exceptions. **Newer resident's leases have a revised clause that does NOT contain this legal issue**

MUNICIPAL WATER

Because there have been many rumours about Sandycove being connected to the municipal water supply we have endeavoured to clarify the situation. Nicole Watters – Director of Operations - has authorized us to make the following statement:

MUNICIPAL WATER

- Parkbridge WILL create a connection point to the town supply for our community as a preparatory step only
- Due to the costs involved, both from the town and potential infrastructure upgrades, no budget has been allocated & there is no target date for actual connection at this time
- It may even be that it will never happen

LEASE ASSIGNMENT

We have been specifically asked by Mirka Rollason to once gain review this subject as there have been a number of inaccurate rumours about Parkbridge's position on this

LEASE ASSIGNMENT – WHY DO IT?

- When you sell your home without assignment Parkbridge WILL:
 - Add the land portion of Property Tax – currently about \$50 per month
 - Add Water & Sewer charges – the amount depends on consumption but on average another \$50+ per month
 - Increase the rent to “current market value” – this could be quite a large increase if you have a lower rate
- **BUYERS HAVE BEEN KNOWN TO BACK OUT AT THE LAST MINUTE WHEN THEY SEE THE NEW “RENT”**

LEASE ASSIGNMENT - GENERAL

- Assignment of tenancy
- 95. (1) Subject to subsections (2), (3) and (6), and with the consent of the landlord, a tenant may assign a rental unit to another person. 2006, c. 17, s. 95 (1).
- Landlord's options, general request [this means no actual buyer]
- (2) If a tenant asks a landlord to consent to an assignment of a rental unit, the landlord may,
 - (a) consent to the assignment of the rental unit; or
 - (b) refuse consent to the assignment of the rental unit. 2006, c. 17, s. 95 (2).
- Landlord's options, specific request [this means a known buyer – NOTE 3 (c)]
- (3) If a tenant asks a landlord to consent to the assignment of the rental unit to a potential assignee, the landlord may,
 - (a) consent to the assignment of the rental unit to the potential assignee;
 - (b) refuse consent to the assignment of the rental unit to the potential assignee; or
 - (c) refuse consent to the assignment of the rental unit. 2006, c. 17, s. 95 (3).

IN LAND LEASE COMMUNITIES

- **Assignment**

- **159. (1) If a tenant has sold or entered into an agreement to sell the tenant's mobile home and the tenant asks the landlord to consent to the assignment of the site for the mobile home to the purchaser of the mobile home,**

- **(a) clause 95 (3) (c) does not apply; and**

- **(b) the landlord may not refuse consent to the assignment unless, on application under subsection (2), the Board determines that the landlord's grounds for refusing consent are reasonable. 2006, c. 17, s. 159 (1).**

- **Time for application**

- **(2) The landlord may apply to the Board, within 15 days after the tenant asks the landlord to consent to the assignment, for a determination of whether the landlord's grounds for refusing consent are reasonable. 2006, c. 17, s. 159 (2).**

- **Contents of application**

- **(3) The landlord shall set out in the application the landlord's grounds for refusing consent. 2006, c. 17, s. 159 (3).**

- **Deemed consent**

- **(4) If the landlord does not apply to the Board in accordance with subsections (2) and (3), or the Board determines that the landlord's grounds for refusing consent are not reasonable, the landlord shall be deemed to have consented to the assignment. 2006, c. 17, s. 159 (4).**

WHAT DOES THIS MEAN FOR YOU?

- Parkbridge can & WILL refuse assignment if there is no known buyer. **This is what happened in at least one case that has been the subject of rumours!**
- Because 3 (c) does not apply to us Parkbridge can NOT refuse just because they feel like it!
- They can refuse FOR A GOOD REASON – but they have to apply to the Landlord & Tenant Board & get approval
- If they do not apply within 15 days of your request the assignment happens automatically
- It is possible that the Board would approve a refusal but it is difficult to see for what reason – a bad credit check would be one possibility

WHAT DOES THIS MEAN FOR YOU?

- If you are using an independent realtor make sure they understand the rules – including the fact that rent can & WILL be increased by \$50 per month. If YOU discuss rent with a potential purchaser you should mention it also
- Do NOT apply until you have a FIRM offer
- Apply in writing – be sure to keep a copy - note the date you delivered it to the office & the name of the person you gave it to
- Be aware that Parkbridge can & will charge YOU an administration fee – currently \$250 + HST
- **PARKBRIDGE ACKNOWLEDGE YOUR RIGHT TO ASSIGN YOUR LEASE SUBJECT TO THE FOREGOING & HAVE ASSIGNED A NUMBER OF LEASES RECENTLY. IF YOU FOLLOW THE RULES YOU SHOULD NOT HAVE A PROBLEM**

TREES – REMOVAL & STUMP GRINDING

- There have been a number of issues about this. We have raised these with Mirka Rollason. If you have a problem she would be happy to discuss with you
- She does ask that you be aware that removal and grinding will not necessarily take place on the same day due to scheduling of equipment and personnel
- Also there may be times when a scheduled appointment is missed due to an emergency need elsewhere

MEMBER FORUM 4

**WILL BE HELD ON
SUNDAY OCTOBER 28TH
2.00 PM AT THE WHEEL**

“

Q & A TIME”

THANK YOU FOR YOUR CONTINUED SUPPORT