



LAND PRO 2022

ONTARIO'S LAND CONFERENCE

WEDNESDAY MARCH 2ND 2022

PROTECT YOUR
BOUNDARIES

KRCM^{AR}

Zeifmans
Ideas with impact



LANDPRO 2022

**THE PREMIER
“HOW-TO” CONFERENCE FOR
LAND, CONDO, AND
DEVELOPMENT
PROFESSIONALS**



**DATE: WEDNESDAY MARCH 2ND 2022
TIME: 8:45 A.M. - 4:45 P.M.**



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 - Ben Tal, CIBC World Markets Inc.
- 02. **Presentation: 2022 Market Update: where the market is what's trending and what we're likely to see in the next 12 months in the GTA**
 - Jeremiah Shames, Private Capital Investment Group
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 - Paul Ferris, Ferris + Associates Inc.
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- 05. **Presentation: Record of Site Condition (RSC) Requirements for Stratified Parks and Lands & Other Difficult Situations – When, Why & How?**
 - Vico Paloschi, Pinchin Ltd.
- 06. **Panel: Geothermal Panel - Why would you consider Geothermal if you are not interested in delivering a Net Zero or Net Carbon development**
 - Julian McNabb, Melbourne Property Management + Jennifer Burstein, Collecdev + Tasso Eracles, Smart Energy Recovery + Megan Mackey, Shibley Righton LLP + Steven Little, Able Engineering Inc.
- 07. **Presentation: Three Significant Decisions of the Ontario Court of Appeal Involving Real Estate in 2021**
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 - Timothy Arnott, BA Group
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 - Jonathan Hendricks, Entuitive
- 10. **Presentation: The Evolution of Heritage Protection in Ontario**
 - Andrew Pruss, ERA Architects

THANK YOU SPONSORS

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 **TERANET**™

BILD 

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PROPERTY
MANAGEMENT

Colliers

THE WESTL $\bar{\Lambda}$ KE

PROTECT YOUR BOUNDARIES

Your source for land and boundary expertise.

Protect Your Boundaries is for homeowners, REALTORS® and land professionals seeking the knowledge, tools and services to prevent and resolve property boundary issues and complete successful real estate transactions.

For Home Owners

Buying, Selling, building or in a dispute, this is your one-stop resource centre for all things boundary-related.

For Ontario REALTORS®

BoundaryWise™ Education, essential tools and services to help you protect your client, your deal and your reputation.

For Land Professionals

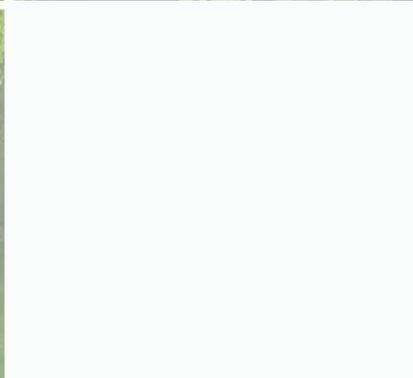
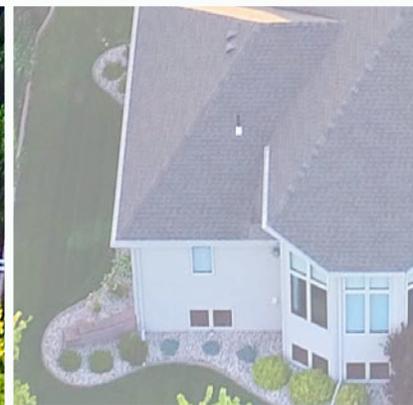
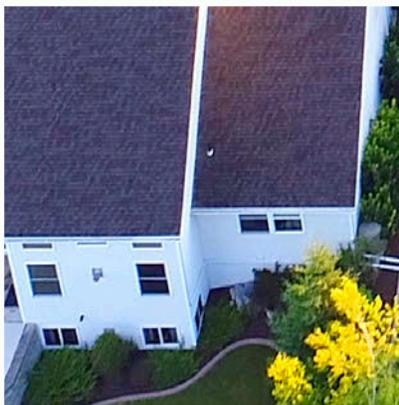
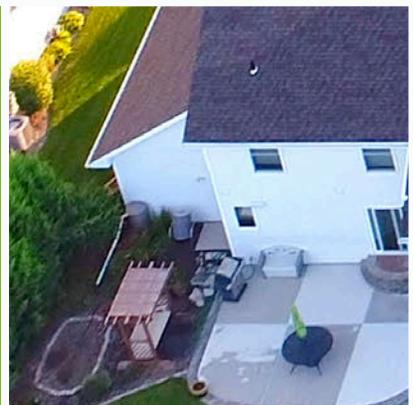
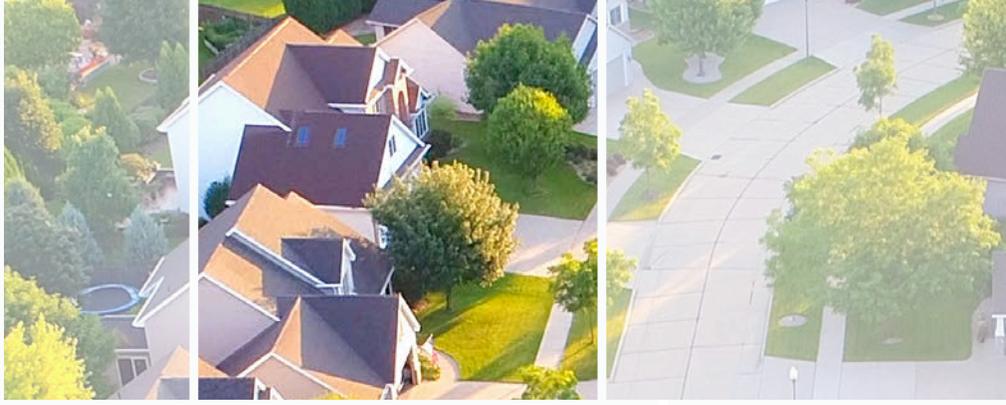
Easy instant access to the largest collection of registry and survey documents and services.

www.ProtectYourBoundaries.ca.

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PROTECT YOUR
BOUNDARIES

YOUR
SOURCE
FOR LAND
AND
BOUNDARY
EXPERTISE.



☎ 877.392.2662

🌐 ProtectYourBoundaries.ca

✉ info@protectyourboundaries.ca



SURVEY PLANS

Here at Protect Your Boundaries, we are surveyors at heart. We offer the largest online database of existing surveys in the GTA, all of which are available at the [click of a button](#) and in the comfort of your home, office or on the go on your mobile device.

- 1 Visit our website: ProtectYourBoundaries.ca
- 2 Type in the home address.
- 3 Go to the Property Page to see the surveys and reports for that address.
- 4 Simply add to cart, proceed through the secure checkout and a PDF plan will be emailed to you instantly.

If there is no survey available, you can have us do a custom search, you can commission a new survey, or even get a [boundary stakeout](#) done by us.

What does a survey plan show ?

- Displays the legal boundaries of the property
- The size and shape of the property
- The location of right of ways and easements
- Location of physical monuments that mark the limits of land (i.e survey bars)
- The house and other buildings and physical features like fences, decks, patios, driveways and pools.



PROPERTY REPORTS

When buying a house, there are a few steps that need to be taken in order to do due diligence but also to protect yourself whether you are the agent or buying/selling the home.

Protectyourboundaries.ca offers a variety of reports (Property Reports & Easement Reports) that include vital information to help in the decision of the sale and to ensure all information is disclosed and clear.

In a Property Report, you get:

- Parcel Register (official property document from the Province of Ontario).
- Easement Instruments (official documents from the Province of Ontario).
- Plain English explanation of easements, liens and encumbrances.
- The PYB Official guide to evaluating and researching a property.
- Report does NOT include a full survey (SRPR).

*Optional: verify property area (square footage); Reports will require 1-2 business days to complete.

KRCMAR™

Founded in 1983, Krcmar Surveyors Ltd., has become one of the GTA's premier land survey firms, specializing in condominium, commercial and residential surveying.

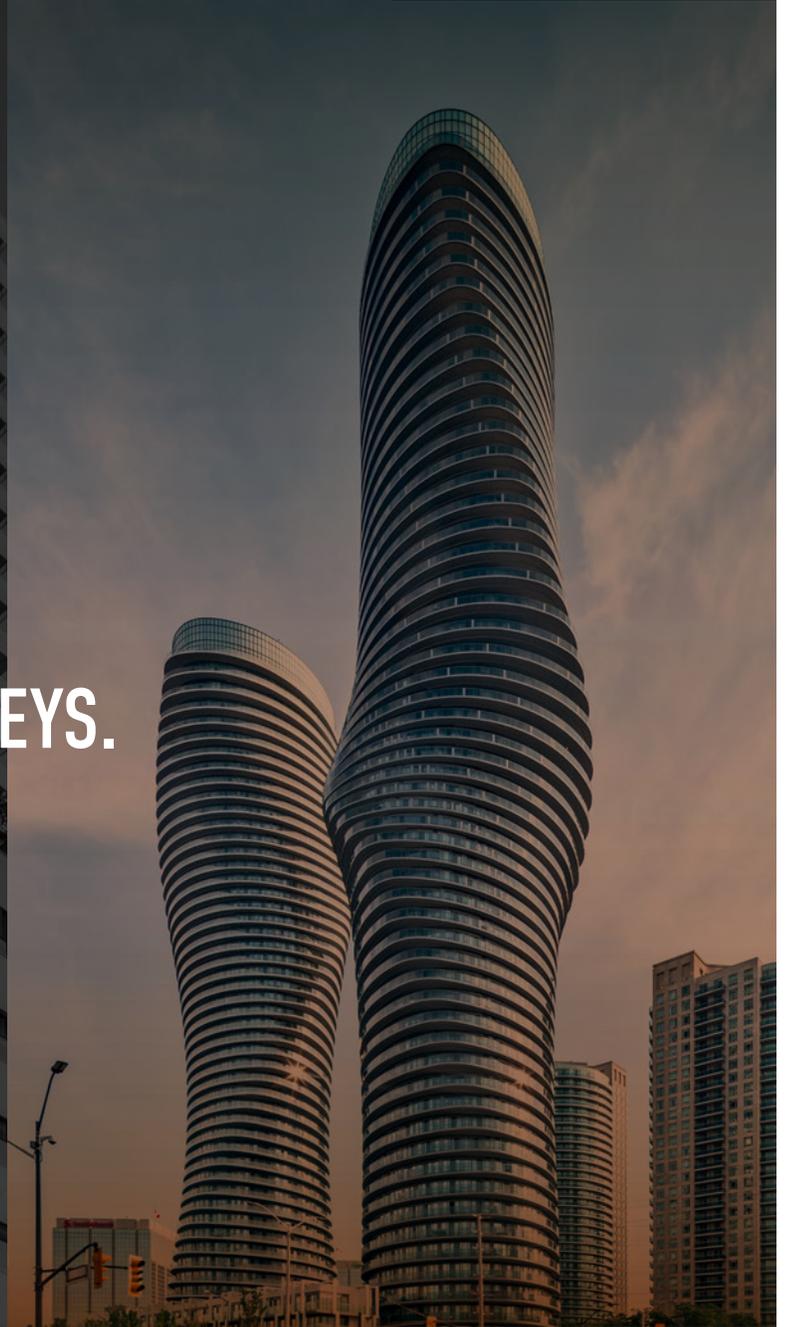
Throughout the GTA, from complex condo development and urban construction to municipal work and transportation projects, Krcmar goes beyond the ordinary to become a valued and trusted member of your development team.

www.Krcmar.ca.

ORGANIZER

KRCMAR™

CONDO DEVELOPMENT.
URBAN CONSTRUCTION.
LAND DEVELOPMENT.
MUNICIPAL &
INFRASTRUCTURE SURVEYS.



KRCMAR SURVEYORS LTD
1137 Centre Street, Suite 101
Thornhill, Ontario L4J 3M6
P 905.738.0053 - F 905.738.9221
info@krcmar.ca - www.krcmar.ca



OUR COMPANY

At Krcmar Surveyors, we specialize in large and multi-faceted projects—condominiums, complex construction layouts and urban cadastral surveys. Our industry-leading brand is known for its professionalism, experience, reliable service and integrity and we pride ourselves on anticipating and surpassing our clients' expectations.

OUR PEOPLE

The key to our success is directly related to our investment into the quality, skill and expertise of our dedicated and talented people. Experienced both within Canada and internationally, our staff is comprised of only the best in the industry. Our professional team currently consists of 50 surveyors and technologists, with a complement of 10 survey crews – more than capable of handling any-sized development.

OUR SERVICES

While we specialize in sizeable high-rise redevelopments for condominiums and complex construction, we are also a full-service professional surveying company with expertise in all forms of cadastral, topographic and engineering surveys.

OUR HISTORY

Our company began as a small family business, established by Vladimir Krcmar working out of his basement in 1981. We quickly forged a reputation for excellence within Ontario's legal and development communities. Throughout our history, we have proudly remained a family managed business that always puts special care and attention into everything we do. We have expanded to successfully undertake countless large and complex projects throughout Ontario – becoming the recognized leader in the industry we are today.

OUR INNOVATIONS

Catapulting surveying into the digital era, Protect Your Boundaries Inc. was launched by Krcmar Surveyors in 2014. The “Uber” of the surveying world, PYB is the most comprehensive online source for boundary information available to the public. Through our cutting-edge technology and partnership with Teranet Inc., we provide customers with a database of more than 1 million Ontario survey plans. Licensed by the Association of Ontario Land Surveyors, PYB is also a provider of smaller residential surveying services and consultations.

OUR SIGNS

Our iconic sign—a common sight throughout top-tier developments in the Greater Toronto Area—stands as a hallmark for landowners and developers who have a high regard for excellence.

OUR LEADERSHIP

Committed leadership is what distinguishes our team of professional surveyors and cadastral experts. Everything we do is driven by our passion for great service to clients and our commitment to the highest levels of quality. We have eleven senior surveyors on staff with a combined 350 years of experience between them! They are supported by experienced cadastral field technologists, project directors, skilled CAD specialists and researchers. Together, there is no development challenge or deadline that our team can't meet. The following individuals make up our leadership team:



- Founder and President (since 1980)
- More than 60 years' experience
- Licensed by the Association of Ontario Land Surveyors in 1974
- Subdivision, condominium and development specialist

Vladimir Krcmar
O.L.S.



- Managing Director, with 30 years' experience
- Licensed by the Association of Ontario Land Surveyors in 1995
- Condominium and development specialist

Maja Krcmar
B.Sc., O.L.S.



- Managing Director, with 30 years' experience
- Licensed by the Association of Ontario Land Surveyors in 1995
- Condominium and development specialist

Saša Krcmar
B.Sc., M.B.A., O.L.S.



- Managing Director, with 30 years' experience
- Licensed by the Association of Ontario Land Surveyors in 1997
- Subdivision and development specialist

Tom Krcmar
B.Sc., O.L.S.



- Supervising Project Director, with 30 years' experience
- Licensed by the Association of Ontario Land Surveyors in 1995
- Licensed by the Association of British Columbia Land Surveyors
- High-rise construction specialist

Robert Wiegenbröker
B.Sc., B.C.L.S.,
O.L.S., O.L.I.P.



- Project Director, with 35 years' experience
- Graduated with a Bachelor of Science in Architecture from the University of Santo Tomas
- Condominium and development specialist

Rodrigo Batol
B.Sc.

OUR LEADERSHIP



J. Eduardo Linhares
B.Sc., O.L.S., O.L.I.P.

- Project Director, with 25 years' experience
- Licensed by the Association of Ontario Land Surveyors in 1998
- Condominium and development specialist



Mansour Ghofrani
B.Eng., O.L.S.

- Project Director, with 20 years' experience
- Licensed by the Association of Ontario Land Surveyors in 2015
- Condominium and development specialist



Sase N. Ramsamoj
O.L.S., O.L.I.P.

- Project Director, with 35 years' experience
- Licensed by the Association of Ontario Land Surveyors in 1984
- Legal survey specialist



Waldemar Golinski
B.Sc., O.L.S., O.L.I.P.

- Project Director, with 21 years' experience
- Licensed by the Association of Ontario Land Surveyors in 2016
- Condominium, construction and development specialist



Satesh Lakhan
B.Sc., M.Sc., O.L.S., O.L.I.P.

- Project Director, with 9 years' experience
- Licensed by the Association of Ontario Land Surveyors in 2021
- Legal survey, construction and development specialist



Jansky Lau
O.L.S.

- Project Director, with 15 years' experience
- Licensed by the Association of Ontario Land Surveyors in 2012
- Legal survey and Development specialist

OUR CLIENTS

Krcmar helps clients across the GTA stay ahead of the curve, solve challenges and navigate a new era in the land surveying industry.



OUR PROJECTS

Amacon

Parkside Village Redevelopment, Mississauga

Aoyuan

M2M Condos - Newtonbrook Plaza Redevelopment, Yonge St.

Armour Heights Developments

The Kent - 89 Avenue Road, Yorkville

Bazis

Emerald Park, Yonge St.
Exhibit, Bloor St.

Broccollini

Leftbank, 83 River St.
River & Fifth

Camrost Felcorp

Yorkville (former Four Seasons)

Carterra

65 King St. E. Redevelopment, King St. E. & Church St.
Portland Commons

Castlepoint

Toronto Waterfront Film Studios, Commissioners St.

Castle Group

Insignia Condos, Sheppard Ave. E.

Cityzen/Castlepoint

L-Tower, Yonge St.

Cityzen/Fernbrook

Absolute Towers – “Marilyn Monroe” Buildings
Art on Main Condos
D’Or Condos
Garrison Point Redevelopment
Pier 27 Redevelopment

Cityzen/Greybrook

306 Davenport Redevelopment

Collecdev

2450 Victoria Park Ave.
30 Tippett Rd. Redevelopment
36 Tippett Rd. Redevelopment
300 Bloor Street West
500 Wilson Avenue
Westwood Gardens, Yonge St.

Cortel Group

Expo Condos, Highway 7
Abeja Condos Jane/Rutherford Redevelopment
OAK Condos, Dundas St. E Oakville

The Daniels Corporation

1525 Kingston Road, Pickering
Eglinton Ave. W. & Erin Mills Parkway Redevelopment
Olivia Marie Gardens
Regent Park Redevelopment
TIFF/Bell Lightbox
Waterfront, Queens Quay E.

The Daniels Corporation/Diamond/Kilmer

Humber River Hospital Redevelopment, Keele St.

Davpart

481 University Ave.
Avro Condo

Diamante

100 Davenport
The Diamond, Churchill St.
Mirabella, Lake Shore Blvd. W.

Dream/Kilmer

49 Ontario St.
Pan-Am/Canary District Redevelopment

OUR PROJECTS

Eastons

60 Mill St.
Dundas Square Gardens, Dundas St. E. & Jarvis St.
Icona – Hilton Garden
Rosedale on Bloor Condos, Bloor St. E.
Yonge Park Plaza, Yonge St. & Wilson Ave.
Yorkdale Holiday Inn, Dufferin St.

Edilcan

Valhalla Town Square, Gibbs Rd. & Highway 427

El-Ad Group

Emerald City, Sheppard Ave. E. & Don Mills Rd.
Lansing Square Re-Development, Sheppard Ave. E. & Victoria
Park Ave.

El-Ad Group/Freed

Galleria Mall Re-Development, Dufferin St. & Dupont St.

Emblem Developments

Arte Residences, 89 Dundas St. W., Mississauga
Artform, 86 Dundas St. E., Mississauga

Freed

60 Colborne, Church St.
650 King St. W., King St. W. & Bathurst St.
Art Shoppe, Yonge St. (Construction only)
Thompson Toronto Hotel & Residences, King St. W. & Bathurst St.

Ghods Builders Inc.

5959 Yonge St. Condos

Graywood Group

241 Church Street
250 Lawrence Ave. W.
33 Parliament Street
506-516 Church Street
Eastern Ave Condos, Eastern Ave.
Ocean Club, Etobicoke
Peter Adelaide Condos, Adelaide St. W.
Ritz Carlton Hotel and Residences, Wellington St. W.
Scoop Condos, St. Clair Ave. W.
Scout Condos, St. Clair Ave. W.
The Mercer, John St.
Wonder, 462 Eastern Ave.

Great Gulf

357 King West Condos
401 King St. W.
Gehry + Mirvish
One Bloor East (Construction only)
Parkside Condos, Queens Quay E. (Construction only)
PACE Condos, Dundas St. E. (Construction only)

Greenland Group

King Blue Condos, King St. W.
Lakeside Redevelopment, former Fed-Ex lands Queens Quay E.

Harhay Construction

75 The Esplanade
900 The East Mall

Kingsett Capital

2075 Kennedy Road
50 Cumberland St. & 37 Yorkville Ave. Redevelopment
Cumberland Square Condos, 2 Bloor St. W.
Valhalla Executive Centre Redevelopment, The East Mall

OUR PROJECTS

Lamb Developments

Bauhaus, King St. E.
Bread Co., McCaul St.
East Fifty Five, Ontario St.
The Harlowe, Richmond St. W.
Television City, Hamilton
Wellington House, Wellington St. W.
The Woodsworth, Richmond St. W.

Lash Group

The Barrington, Bathurst St.
Distinction Condos, Soudan Ave.
ME Condos, Meadowglen Place

Metropia

AYC Condo, Davenport Rd.
New Lawrence Heights Redevelopment
The Rocket, Wilson Ave.

Metroview

8888 Yonge St.
9839 Yonge St.

Mizrahi Developments

The One, Bloor St. W. & Yonge St.
180 Steeles Ave. W.
181 Davenport Rd. Redevelopment

Mod Developments/Intracorp

Massey Tower, Yonge St. (Construction Only)

North American Development Group

Agincourt Mall Redevelopment

Northam Realty Advisors

2 Carlton St.
250 University Ave.

Oxford Properties Group

Square One Expansion and Revitalization

Pinnacle

Harmony Village, Sheppard Ave. E.

Remington Group

Downtown Markham, Warden Ave.

Rogers Group & Urban Capital

M-City Redevelopment, Mississauga

Talon

Former Trump Hotel and Residences, Bay St. & Adelaide St. W.

TAS

2 Tecumseth St.
385 The West Mall
888 Dupont St.

Tribute Communities

1325 The Queensway
210 Bloor St. W.
Artistry Condo, Dundas & McCaul
The College Condo, College St.
Linx Condo, Main St. and Danforth Ave.
Max Condos, Mutual St.
Parkside Square, Sheppard Ave. E.
RCMI, 426 University Ave.
The Stanley, Carlton St.
Y&S, 2161 Yonge St.

Urban Capital/Northam Realty

Kingsway on the River, Dundas St. W.
M-City
The Ravine

Zancor Homes

The Branch Condos
King City Condos



KRCMAR SURVEYORS LTD

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The BoundaryWise Academy provides education and ongoing professional development top Realtors in Ontario. It arms them with the knowledge, skills and tools they need to reduce and eliminate boundary, easement and title related risk in every sale and purchase.

At Protect Your Boundaries we have dedicated ourselves to helping Ontario's top agents and brokers drastically increase their knowledge and effectiveness at identifying and dealing with land, easement and boundary-related risks on both sides of the deal.

www.BoundaryWise.ca.

ORGANIZER



BOUNDARYWISE
BOU

Is Your Real Estate Deal at Risk?

Understand Land. Protect Your Clients. Build Your Business.



PROFESSIONAL EDUCATION PROGRAM

BROUGHT TO YOU BY

PROTECT YOUR **B**OUNDARIES KRCMTR™

Why BoundaryWise?

The BoundaryWise™ Accredited Education Program equips real estate professionals with essential land and property boundary expertise for clean, quick and successful deals – every time.

You'll gain the knowledge and skills for fast, precise, complete assessment of land survey and title documents to smoothly close more deals while protecting everyone involved.

Understand Land

Gain clarity and certainty on the boundary, easement and title issues that can affect your sale to provide your clients with the best, most comprehensive advice. Learn how to identify and address potential issues before they become insurmountable obstacles.

Win More Listings

BoundaryWise™ accreditation marks you as a real estate professional with thorough knowledge of all aspects of a sale. You'll earn trust and confidence, building your reputation and your career through greater accountability, transparency and professionalism.

Seal The Deal Faster

Boundary or title issues can stall or kill a transaction. BoundaryWise™ equips you with a high-potency skill set to ensure a smooth, efficient process and happy conclusion.

Reduce Your Risk

Boundary, easement and title issues are like landmines lurking just under the surface. BoundaryWise™ accreditation and tools remove the guesswork about the land below the house, providing the information and assurance you need for bulletproof, compliant listings.

Plus, you'll get:

- Premium access to Protect Your Boundaries' Buyer's and Seller's Reports
- Your profile + property listings in the BoundaryWise™ database, linking to your site for improved SEO to help homebuyers and sellers to find you
- BoundaryWise™ marketing collateral for your business card and website
- Our BoundaryWise™ email newsletter, chock-full of tips, advice and industry information

COURSE OUTLINE

- 01 SURVIVING AND THRIVING IN THE NEW BOUNDARY REALITY**
Introducing the world of boundary, easement and title issues.
- 02a HOW TO IDENTIFY AND VALIDATE A SURVEY PLAN**
This course will make you the gatekeeper for your client and your deals, ensuring that when it comes to survey plans and the decisions you make based on them, you'll stay on side and out of trouble.
- 02b HOW TO READ A SURVEY PLAN**
In this course you will learn the six key features to look for, how to interpret them on any survey plan, how to spot trouble and what to do about it.
- 03 THE A-Z OF TITLE INSURANCE**
Title insurance (TI) is a great product, but few understand it. Learn all about TI and how to use your new-found knowledge to add immeasurable value to your clients' buying and selling experiences.
- 04 THE REALTOR'S GUIDE TO BOUNDARY DISPUTES**
In this course you will learn how boundary disputes happen and why they are so common in the months after the real estate transaction. Most importantly you'll learn how to give great advice without getting dragged into the dispute.
- 05 EASEMENTS AND RIGHT-OF-WAYS**
You'll learn how to know if there's an easement on a property, how to find out what the easement is about, and how it affects the use of the land. You'll get direct access to the official documentation that forms the basis of your disclosure, and learn the key document set that will protect your buyers, sellers and, of course, you.
- 06 CONDOS 101**
This course will equip you with the knowledge to identify issues, and understand the key documentation you need to review to help your client make the best condo decision possible.
- 07 DECIPHERING THE LEGAL DESCRIPTION**
In this course you'll learn how to decipher any legal description and use the vital information in it to your clients' and your advantage.

For more information and to register:
boundarywise.ca/accreditation    

THE WESTLAKE

Canada's first Boutique Hotel centered around the Airbnb concept. Newly renovated historic brick and beam architecture, designed with upscale furniture and tailored for the modern traveler.

Smart technology with flexible keyless entry. Stunning views of Lake Ontario and Downtown Toronto from the nearby Great Lakes Waterfront Trails.

Originally known as the New Toronto Hotel in the 1920s, TheWestLake Hotel revitalizes modern design and superior finishes in an original historic brick and beam structure, totally gutted and finely re-constructed in 2018.

Featuring eleven timeless, superbly crafted, and individually-inspired designer rooms, well-equipped and thoughtfully finished for the modern traveler.

Smart Check-in Technology | Free WIFI | Smart TV | Netflix | Super-comfy Beds Kitchens | and much more!

Venu at The Westlake provides a sophisticated atmosphere fitting for any type of event. We are dedicated to helping create a memorable experience that will last a life time.

Our wedding and events coordination services are designed to make this process as smooth as can be. Our clients can rest assured that they are in good hands!

Arrange a commitment free appointment to discuss the details of your dream wedding day or special event with us at The Westlake.

ACCOMMODATION PARTNER



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THE WESTLAKE
BOUTIQUE HOTEL

EVENT & ENTERTAINMENT
VENUE





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THE WESTLAKE



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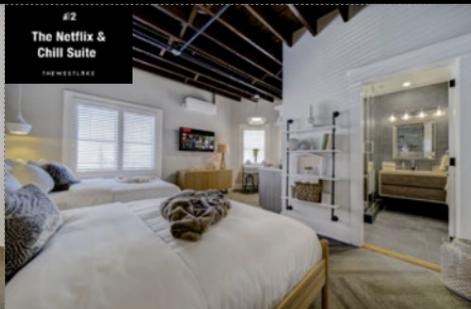
THE WESTLAKE

A DISTINCT COLLECTION OF ELEVEN DESIGNER SUITES... [BOOK THE ENTIRE HOTEL](#) FOR YOUR NEXT EVENT!

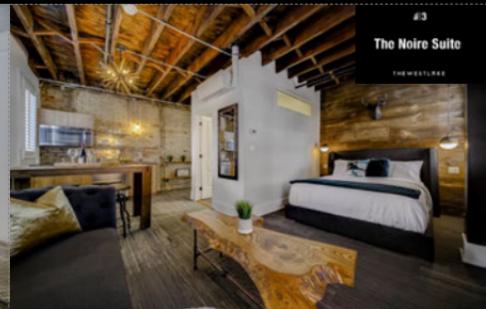
#1
The Prince of Wales Suite
THE WESTLAKE



#2
The Netflix & Chill Suite
THE WESTLAKE



#3
The Noire Suite
THE WESTLAKE



#4
The Bad and Boujee Suite
THE WESTLAKE



"Voted one of the *coolest hotels in the world...*
right here in the *6IX!*"

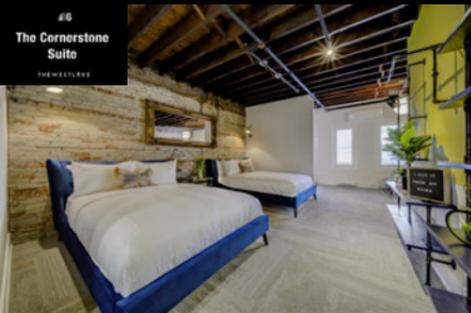
THE WESTLAKE
-TORONTO-

#EPICHOTELS

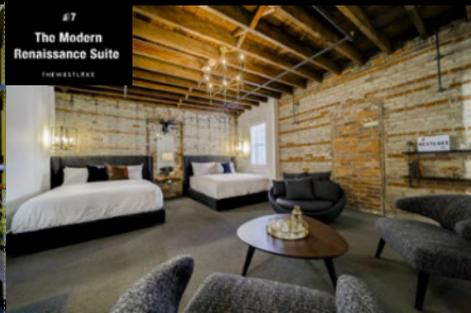
#5
The Neverly Hills Suite
THE WESTLAKE



#6
The Cornerstone Suite
THE WESTLAKE



#7
The Modern Renaissance Suite
THE WESTLAKE



#8
The Soho Suite
THE WESTLAKE



#19

The Layover Suite

THEWESTLAKE



#1VIP

The Bye, Felicia Suite

THEWESTLAKE



#1VIP

The Andy Suite

THEWESTLAKE



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MARILYN?



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#REDPHONEBOOTH

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THEWESTLAKE -TORONTO-



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OMG,
THE VIEWS!



THE WESTLAKE HOTEL IS LOCATED ON THE GREAT LAKES WATERFRONT TRAIL
OVER 500 ACRES OF WATERFRONT PARKS, TRAILS, BEACHES AND SCENIC VIEWS NEARBY

#NATURE IN
#THESIX

#princeofwalespark



#colonsamuelsmithpark

#EPICVIEWS



#rotarypeacepark





THERE'S
NO
PARTY

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LIKE A
WESTLAKE
PARTY



WEDDINGS - CORPORATE - PRIVATE EVENTS - FILM - MUSIC - ART & MORE





Zeifmans is a full-service tax, accounting and consulting firm based in Toronto, Canada, ranked as one of Canada's top 20 accounting firms by revenue. Beyond the traditional offering, our services include business advisory, valuation, corporate finance, transaction services, corporate turnaround and insolvency, and estate and succession planning, supporting our 9,000+ clients through every step of the business life cycle.

Since 1959, Zeifmans has been developing innovative solutions driven by creative insight. Over 60 years later, our diverse local team has grown to over 150 team members, while our membership with Nexia International – one of the world's top ten accounting and consulting networks – provides access to a global team of 3,400+ partners spanning more than 120 countries. Over 4,000 of our clients are private companies – many having been with us for more than a generation; proof that our connection with our clients remains a trusted long-term relationship based on the common goal of business growth and success.

Our real estate experts provide builders, contractors, developers, managers and passive investors throughout North America with financial management, compliance and tax planning solutions that add to their bottom line. We help our clients create efficient business strategies so they can keep their energies focused on opportunities and growth.

You want a tax, accounting, and consulting partner who understands your needs and the full range of solutions available. One who works within the rules to make the rules work for you. Who gives you straightforward, intelligent advice that consistently adds to your bottom line. Great ideas. Positive impact. That's Zeifmans.

[Click here to book a 1:1 meeting with our expert real estate team today!](#)

PLATINUM SPONSOR



Developing a property? Here's what you need to know at every stage.

The Canadian real estate market presents investors with a wide range of appealing financial opportunities. For both domestic and foreign land developers, a project in Canada has the potential to yield impressive and stable ROI for many years to come. As with any large real estate investment, the keys to success lie in thorough planning, foundational subject matter expertise, and familiarity with the local market regulations.

The decision to develop a property begins with a variety of motivations, depending on the investor. Your unique goals dictate not only the type of property you purchase and build, but also your time commitment, capital budget, and financing.

A property that is developed for the purpose of being quickly sold as a one-time investment is very different than a property that is developed to produce rental income for many years. Gaining a thorough understanding of your “big picture” end goals will help you to choose effectively when faced with all the smaller decisions along the way.



Pre-purchase considerations

Once you have a clear picture of your ultimate goal, there are a few initial questions worth asking:

In what capacity will I be making the purchase?

Will the purchase be made by a corporation, partnership, joint venture, etc?

What is my budget?

Your method of financing and investment goals will determine how much money you want to spend on the initial investment and as well as throughout the project's lifespan.

Who is on my team?

Do you have a team of advisors? You'll need an accountant, architect, lawyer, engineer, surveyor, and town planner to name a few.

Choosing the right site

There are many factors involved in selecting the right property to achieve your goals. Although of course your heart must be in the purchase, it needs to be thoroughly vetted. Consider the following factors:

Risks

For which purpose(s) has the land been zoned? Consider all the factors that could limit your development plans, including natural landscape factors like roadworks, parking, sewage, access to water, vegetation, and the curvature of the land. At this stage, it's wise to conduct some preliminary research yourself first so that you can ask insightful and relevant questions during your initial meetings with your team members

Profit

Now that you have an understanding of the risks, you're better equipped to do the math on the profit. How much money do you think it will cost to develop the project? What do you anticipate it could sell for? What is my timeline to earn the expected profit and do I have a contingency plan if the timing is delayed? Is your capital budget realistic?

Terms

The terms of the deal will determine how quickly you can begin construction. Here's where it's helpful to have your accountant and legal counsel consult. A properly structured deal will result in a profitable investment.

The team at Zeifmans has 60 years of experience assisting our clients in choosing, structuring, and investing in the most profitable land development deals. Let's take a look at the most important factors that we consider when advising our clients throughout each of the 6 development phases.

1 Acquisition

It's critical that the legal ownership of the property is correctly structured. The entity that is meant to hold the property should be the one that buys it, because changing the structure after the fact could trigger unforeseen expenses, such as – land transfer and income taxes that might not otherwise be due.

If you need more time to create the purchasing structure, another option is to include a clause in the deal that states that an entity not yet created may take title to the property on closing. Careful attention should be given to non-residents purchasing the land; if this isn't properly considered, it could lead to a plethora of issues down the road.

Some other acquisition factors to consider include:

Land transfer tax

Ontario land transfer taxes are incurred by the purchaser on closing. The city of Toronto doubles the tax if the property is located in Toronto.

Environmental assessment

It's advisable to obtain an environmental assessment to ensure that there are no environmental issues surrounding the property. This way, you can avoid long term liabilities, or other environmental surprises that could delay the development process.

Transaction due diligence

Due diligence is an investigation or audit of a potential investment or product to confirm all the facts. This process includes the investigation of financial records and compliance history. Essentially, this is the research that is done before entering into an agreement or a financial transaction with another party. No one wants to find out negative details after closing. That's why most land developers will enlist the assistance of accountants or lawyers to perform due diligence, and uncover any findings that could also provide leverage when negotiating a price.

2 Financing

How you choose to finance a land development project can drastically influence your ROI. Different finance options will work best to suit your specific situation depending on the type of property and how long you plan to hold onto it before selling it. Let's examine some of the biggest factors to be aware of when financing a land development project:

Reporting requirements

Often, lenders require audited or reviewed financial statements to be prepared by the borrower. This requirement increases the reporting requirements by the borrower and requires the use of a CPA firm. As an audit can be a time consuming and rigorous process, you



should hire an accounting firm early in the process to ensure the firm knows what is required from it - early in the game.

Covenants and ratios

Often, a lender expects certain ratios, such as a maximum debt to equity ratio, to be met over the duration of the project. Careful planning is required to ensure the ratios are met or you could have your loan called early by the lender.

Interest deductibility

Generally speaking, interest paid on loans is either deductible by the purchasing entity or capitalized to the building. A capital expenditure is a payment for goods or services recorded on the balance sheet, rather than expensed on the income statement. Capital expenditures are added to the cost of the property. If an expense is capitalized, the deduction will be realized at a later point in time.

Loan fees

Loan fees include mortgage applications, appraisal fees, processing, and insurance fees; mortgage guarantee fees; mortgage broker and finder's fees; and legal fees related to mortgage financing. Under income tax law, you can deduct these fees over a period of 5 years, regardless of the term of your loan. Twenty percent (100% divided by 5 years) should be deducted in the current tax year as well as each of the four subsequent tax years. The annual 20% limit is reduced proportionally for fiscal periods that are shorter than 12 months. If loan fees are repaid before the end of the 5-year period, the remaining finance fees can be deducted upon repayment. The number of years for which you can deduct the fees is not related to the term of the loan.

With all the fees discussed above, there are often different rules for deductions under accounting law and income tax law, so it is important to consult a professional early on to ensure that the reporting is done correctly.

Creative strategies

One of the biggest perks of working with a trusted advisor like Zeifmans is the ability to utilize innovative strategies to increase ROI by increasing leverage. One such example is interest rate swapping. While it's not the right solution for everyone, when employed in the correct situation, interest rate swapping can improve contractual terms, customize financing (including prepayment and extension options), hedge future interest rate exposure, and influence loan structure at market rates with two-way breakage costs.

Financing at different stages

Another option to finance a land development project is to secure a construction loan. Unlike a traditional mortgage, a construction loan provides the money you need to complete each phase of the project as you need it. Therefore, you generally make interest-only payments (or sometimes no payments at all) during the construction period. The lender will conduct inspections throughout the process before disbursing the next installment of the loan.



3 Rezoning

Rezoning occurs during the planning stage, which means that all rezoning costs are capitalized to the property. There are several considerations when transitioning a property from one purpose to the next, and many administrative items to be addressed.

Use of land

Land use planning and municipal law dictate how a parcel of land can be used, severed, and developed. You'll need to thoroughly consult the local jurisdictional regulations to ensure that all the proper paperwork and approvals are in place prior to beginning any construction.

Severing cost

If you plan to sever – pieces of a single parcel of land for various purposes, there is a process in place to ensure that you satisfy all the local regulations.

In Ontario, this process goes as follows:

- Consult with the municipal staff/consent-granting authority
- Submit complete application
- Consent-granting authority gives notice of the application, and potentially holds a public meeting
- Consent-granting authority makes the decision to grant provisional consent or to refuse
- Applicant is sent a notice of the decision
- If necessary, applicant appeals to the LPAT or local appeal body
- If there are no appeals, when the conditions of consent are satisfied, a certificate is issued and lots are transferred
- If an appeal is made, LPAT can hold a hearing or dismiss the appeal

Change of use

If a building was already bought and treated as a capital asset when purchased, it may become inventory to the purchaser if the goal is to develop the site. Again, do your research to ensure that all regulatory requirements are met.



4 Construction

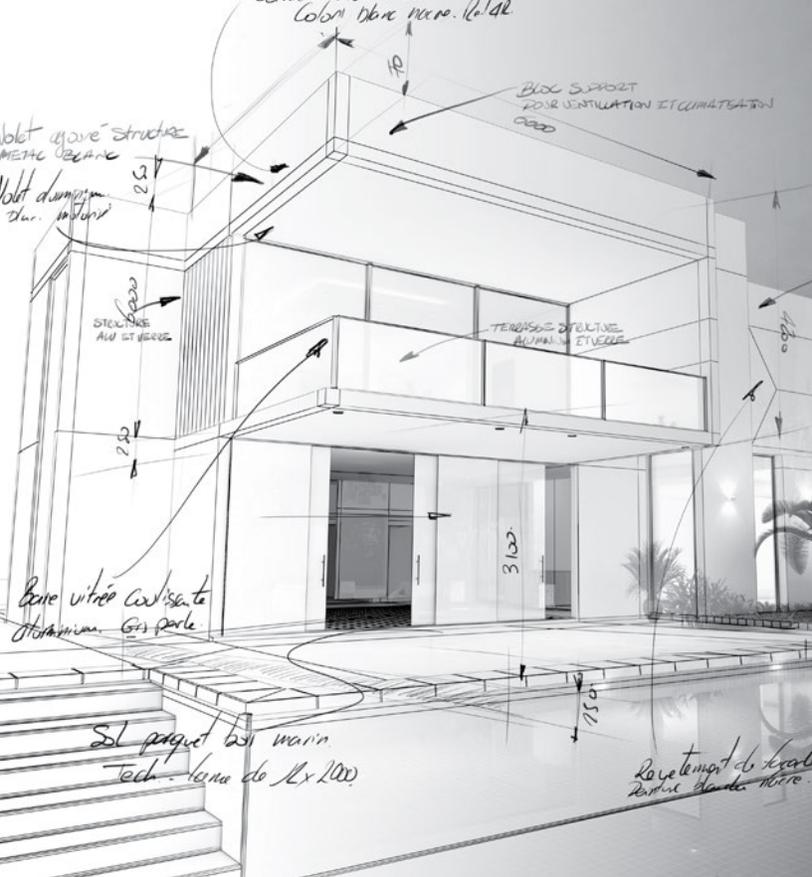
Once the construction stage begins, there are several additional considerations to ensure that the project remains on-budget and continues to maximize ROI. Earlier in this article, we touched on items like financing through construction loans, and the difference between capital versus expensing, all of which continue to apply in the construction phase. Some additional considerations during the construction phase are:

Contingencies

Anyone who has been involved in a real estate development can attest to the fact that unexpected costs often arise. A contingency allowance is a fixed amount that covers unexpected increases in costs, or changes to the work that the contractor could not be expected to know prior to beginning the work.

Environmental considerations

Environmental law issues are inextricably woven into any construction process. This is particularly true within Ontario. The Ontario Ministry of Environment has very strict regulations that must be upheld throughout the building process, lest you be saddled with unexpected fines and delays. The good news is that remaining in alignment with environmental regulations will not only save you time and money, but will also benefit the planet.



that a company can defer tax payments on holdbacks receivable at a future date.

Insurance

One of the most important ways to protect yourself and your investment from an unexpected loss of income is through ensuring insurance coverage is in place. When buying or renewing business coverage, you should identify your risk areas and loss exposure, have an understanding of the policy in terms of what is and isn't covered, and gather a response team who can assist you in the event that you need to make a claim.

5 Operational stage

Once the land has been developed into a functional facility, the final component of your plan can take shape. In this phase, new business deals may be brokered, presenting additional opportunities to ensure that your wealth is protected and increased.

Construction soft costs

Soft costs are the fees related to construction of the building. These costs also include interest, legal fees, accounting fees, architectural fees, construction management fees, and property taxes. Soft costs may be deductible if they relate only to the alteration, construction, or renovation of the building, and if they were incurred prior to your renting out more than 90% of the building. The deduction is limited to the amount of rental income you receive from the property. Any costs that do not meet the criteria are considered capital expenses.

Bill 142

The Construction Lien Act Amendment Act (Bill 142) fully came into effect on October 1, 2019. Its purpose is to ensure that construction workers and materials providers are paid on a timely basis. The Act impacts contractors, sub-contractors, and construction projects of all sizes. In particular, the following areas now come under greater scrutiny: Invoicing, construction holdbacks, prompt payment, adjudication, and trust fund rules.

Construction holdbacks

The CRA allows holdbacks receivable to be excluded from income if the job is not complete and the amount has not yet been received from a customer. This means

Selling versus renting

There are advantages and disadvantages to either side of the sell/lease equation. Your decision to flip the property or to remain as a long-term landlord will be determined by a number of personal factors. Taxation is one of the factors that is especially relevant for non-resident investors. Consulting with a taxation expert can help you understand the tax implications of both options.

Commercial leases

Commercial leases are complex and legally binding agreements that should be thoroughly vetted by your established team of experts. Consider which incidental expenses you would like to pass on to your tenants, how you will manage the common areas, and whether you will allow the tenants to perform any leasehold improvements while they occupy the space.

Leasehold inducements

Leasehold inducements are payments made by a landlord to attract tenants. Depending on the location and type of property you have developed, this may be an option you want to consider. Covering moving expenses, low-rent or rent-free periods, and low-interest loans are all frequently used inducements.

6 Succession planning

If you intend to hold onto your property investment for the long-term, you will need to develop a succession plan. Many property owners make the assumption that transitioning property ownership from one generation to the next is a simple task. Unfortunately it tends to be far more complicated than we anticipate.

Succession plan advisor

Consider working with an advisor who can provide impartial advice.

Revisit the plan

As time goes on, it's important to review your plan frequently, and make adjustments as your life circumstances change. Succession planning isn't a one-time event, but instead an ongoing process that requires adjustment and consideration to ensure long-term success.



Consult with the experts

If you are considering purchasing and developing a property, reach out to the Zeifmans team early on. We can help create a structure and a strategy that will carry you through all the stages of the development, assisting you in achieving both your short-term and long-term goals.

**To learn more, contact our team today at
(416) 256-4000, or send us an email at info@zeifmans.ca.**

The strategies, advice and technical content in this publication are provided for general information only. This publication is not intended to provide specific financial, tax, accounting or other advice for you, and should not be relied upon in that regard. Readers should consult with their professional advisor when planning to implement a strategy to ensure that individual circumstances have been considered properly and it is based on the latest available information.

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Your guide to navigating non-resident Canadian real estate investment

Real estate is widely considered to be an excellent investment strategy, particularly in a stable nation such as Canada. Canadian real estate has historically provided high returns to investors.

Purchasing a commercial property, rental unit, luxury home, or speculative investment in the Canadian real estate market is an excellent way to protect your family's wealth for many years to come. Buying in Canada continues to be a solid strategy for wealth optimization and both short and long-term ROI.

Within Canada, there are virtually no restrictions on foreign-owned real estate investment. Thus, buying, developing, and selling within the Canadian real estate market is a relatively level playing field, no matter where your country of origin resides.

At Zeifmans, we work with clients from across the world, helping them to achieve their goals for business growth and financial sustainability. As a member of Nexia International, we have cemented many deep business relationships in the US, Europe, Asia, and the Middle East. With over 700 offices in more than 120 countries, our membership with Nexia gives us the local expertise and timely assistance that our clients need.

Our team has over 60 years of experience assisting global buyers in making intelligent investment decisions. Our solutions harness our specialized knowledge and out-of-the-box thinking to take our clients where they want to go financially, preserving and growing their hard-earned wealth for the long-term.

We help our non-resident clients navigate the Canadian real estate landscape by:

- Choosing the best ownership structure, whether the property is for personal use, development, rent, or investment
- Crafting a taxation strategy that can best leverage your current financial situation, filing tax returns, and advising on cross-border tax implications
- Mitigating losses in a sale and improving ROI
- Acting as a designated, single point of contact to oversee the entire transaction, ensuring a successful partnership between your realtors, lawyers, accountants and insurance brokers and full legal compliance.

Allow us to become your trusted advisors as you begin to create your own legacy wealth strategy. To speak to one of our professionals, contact us today at 416.256.4000, or send us an email at info@zeifmans.ca.

The strategies, advice and technical content in this publication are provided for general information only. This publication is not intended to provide specific financial, tax, accounting or other advice for you, and should not be relied upon in that regard. Readers should consult with their professional advisor when planning to implement a strategy to ensure that individual circumstances have been considered properly and it is based on the latest available information. © Zeifmans LLP 2022. All rights reserved.

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Fast Facts for Foreign Buyers

12% Percentage of international real estate investment in Canada

40-60yrs Average age of foreign investors

\$500K Average home price in Canadian dollars



What is a non-resident (NR)?

NRs are investors that do not have "significant residential ties" to Canada. Significant residential ties could include:

- Owning a home in Canada
- Spouse or common-law partner who lives in Canada
- Dependents who live in Canada
- Even personal property (cars, furniture, etc.) could be considered a significant residential tie.

Additional fees



Financing

- Most NRs finance through a Canadian bank
- NRs are subject to some financing restrictions
- Must have down payment, proof of income, reference from bank of resident country



Insurance

- 3 types: Residential, Title, Commercial



Real Estate Agents and Lawyers

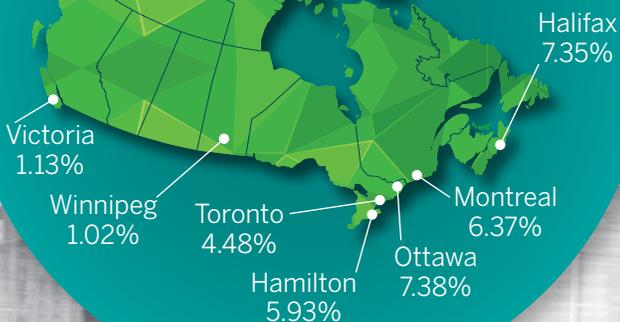
- Real Estate agent negotiates purchase price and finalizes deal
- Lawyer is necessary for final paperwork



Property taxes

- Charged annually to municipality
- Based on type of property and location
- Can be paid as a lump sum or monthly

Yearly gains by Province¹



NRs buying and selling in Canada

NRs can purchase or sell real estate via a variety of structures. Choosing the right structure could help you potentially minimize taxes.

4 methods to hold real estate

Personal

Corporate*

Partnership

Trust

What is a Non-Resident Corporation?

NRCs are usually not incorporated in Canada, and/or have a board of directors operating in a jurisdiction outside of Canada. For both individuals and corporations, they may be considered NRs or NRCs if the entity operates in a country that has a tax treaty with Canada and the treaty dictates that the entity is an NR.

Work with an expert

The Zeifmans team has more than 60 years of experience helping buyers around the world make intelligent investment decisions. Using our specialized knowledge and out-of-the-box thinking, we take our clients where they want to go financially – preserving and growing their hard-earned wealth.

As a member of Nexia International, we belong to a network that spans over 700 offices in more than 120 countries. Our international business savvy is unparalleled, and over the last 60 years we've worked with countless clients to secure excellent Canadian property investments.

A member of
Nexia
International



CIBC is a leading North American financial institution with 10 million personal banking, business, public sector and institutional clients. Across Personal and Small Business Banking, Commercial Banking and Wealth Management, and Capital Markets businesses, CIBC offers a full range of advice, solutions and services through its leading digital banking network, and locations across Canada, in the United States and around the world.

At CIBC Commercial Banking, we help our clients create end-to-end financial solutions to address every business need at each stage of a company's development and operation. Our comprehensive approach helps companies finance growth, manage cash flow, increase efficiency and mitigate risk. We provide high-touch, relationship-oriented banking and wealth management services to middle-market companies, entrepreneurs, high-net-worth individuals and families across Canada.

Most importantly, at CIBC, our purpose is to help make our clients' ambitions a reality. We live our purpose by making three commitments, and work every day to live up to them:

1. We make your goals our own.
2. We deliver excellence every day
3. We show appreciation for your business

GOLD SPONSOR



Vaughan is located in Canada's largest industrial market and is the largest economy in York Region, accounting for 42 percent of the Region's Economic output in 2020. With an educated and talented workforce of over 225,000 people, Vaughan has the resources, networks, and transportation connections to help businesses of all sizes grow, with multimodal connections to downtown Toronto, the Greater Toronto and Hamilton Area (GTHA), and Canadian and international markets.

Vaughan remains ambitious and transformative, with significant city-building initiatives underway, such as the Vaughan Metropolitan Centre (VMC), the Vaughan Healthcare Centre Precinct (VHCP) and the Vaughan Enterprise Zone (VEZ), which are advancing economic opportunities for businesses of all sizes.

Creating the right environment to help businesses and professionals unleash their full potential is a top priority. The City's Economic Development department is the go-to source for insight on Vaughan's economic community, as well as offering invaluable planning advice, access to industry experts, and workshops to help aspiring entrepreneurs and existing business owners.

Find your next opportunity in Vaughan – connect with us at vaughanbusiness.ca.

GOLD SPONSOR

CITY OF VAUGHAN – ECONOMIC DEVELOPMENT QUICK-LINK RESOURCE PAGE

- [**COVID-19 Resource page**](#)

Stay up to date on COVID-19 restrictions and available funding on our vaughanbusiness.ca resource page.

- [**Events**](#)

Vaughan Economic Development hosts an array of events, workshops and information sessions for residents and businesses, which you can find listed and updated here.

- [**MyVMC**](#)

The Vaughan Metropolitan Centre (VMC) is an emerging downtown poised to be the new financial, innovation and cultural centre of the City of Vaughan. Here, you can stay up to date on new developments and opportunities as City-building continues.

- [**News**](#)

Stay up to date on important economic development news from Vaughan and beyond.

- [**Sector Profiles**](#)

The Vaughan business community is comprised of several key industry sectors. Follow the links below for more information on specific sectors:

- [**Advanced Manufacturing**](#)
- [**Construction**](#)
- [**Finance, Insurance and Real Estate \(FIRE\)**](#)
- [**Food and Beverage**](#)
- [**Professional Business Services**](#)
- [**Technology**](#)
- [**Transportation and Warehousing**](#)
- [**Wholesale Trade**](#)

- [**Vacant Employment Land Directory**](#)

The City of Vaughan's online Vacant Employment Land Directory identifies and supports development opportunities for relevant third parties and facilitates the construction of industrial and commercial buildings.

- [**Vaughan at a Glance**](#)

Interested in learning more about the City of Vaughan? Visit Vaughan at a Glance for detailed information on our economy, demographics and building activity.

- [**Vaughan Business Directories**](#)

Vaughan is home to a diversified industrial base of more than 19,000 businesses, making the city one of the largest markets in the Greater Toronto Area (GTA). The business directory resources will allow you to explore the City of Vaughan's globally competitive businesses.

- [**Vaughan Enterprise Zone**](#)

Learn more about the advantages the Vaughan Enterprise Zone (VEZ) has to offer, with a powerful value proposition for head offices, national logistics and distribution centres, manufacturing operations and other users needing large, new spaces. The VEZ has a vast business area with significant goods-movement infrastructure in Vaughan's west end. It borders Toronto, Brampton and Caledon, covering a total area of 1,668 hectares (4,122 acres). More than a third of the land is developed, offering one of the largest supplies of vacant employment lands in the Greater Toronto Area.

Contact Us

Have questions, or need support with your next opportunity? Reach out to the City of Vaughan's Economic Development staff!



Services for Businesses



vaughan
ECONOMIC DEVELOPMENT



VAUGHAN

About Us

The Economic Development department works to make Vaughan a place where entrepreneurship, business, and tourism can prosper and grow.

Service mandate

- Promote Vaughan's economic advantages and key projects in target markets
- Engage businesses and regional partners
- Develop and implement economic development strategies, programs and initiatives
- Counsel, mentor and train business leaders and provide access to resources
- Collect, analyze and share economic, market, real estate, demographic and competitive business data with clients and partners
- Plan and curate public art spaces and installations
- Facilitate corporate partnerships and sponsorships for the City of Vaughan
- Provide customer relations support that exemplifies the City's dedication to Service Excellence
- Provide guidance to businesses by understanding the overall landscape of Vaughan's business industry

The City's Economic Development department has three units that offer a variety of services to Vaughan's businesses and residents.

- **Business development:** Assist businesses looking to achieve their growth and expansion goals. This area focuses on employment and investment outcomes to help businesses be a part of Vaughan and York Region's economies.
- **Small business and entrepreneurship:** Help budding entrepreneurs, small- and medium-sized enterprises and inventors grow and thrive in a global marketplace.
- **Corporate initiatives:** Advance economic opportunities and attract new investment in Vaughan by advancing new high-impact strategic municipal economic development projects, including Smart City, Tourism Vaughan Corporation, Public Art, Municipal Partnerships and Sponsorship, Vaughan Healthcare Centre Precinct, Cultural Arts Centre and the Vaughan Metropolitan Centre.

How can we help you?

The City of Vaughan's Economic Development department provides services and resources to local businesses – large and small. Find services and resources based on your objectives:

Economic Development Services

Objectives

	PUBLIC ART PROGRAM	SEMINARS AND WORKSHOPS	VAUGHAN BUSINESS CAFÉ	SMALL BUSINESS WEEK	VAUGHAN BUSINESS EXPO	ENTREPRENEURSHIP PROGRAMS	CONSULTATIONS	CORPORATE PARTNERSHIPS AND SPONSORSHIPS	VAUGHAN ECONOMIC MONITOR	WEBSITE	SITE SELECTION	STRATEGIC CONNECTIONS	CORPORATE VISITS	BUSINESS SATISFACTION SURVEY	BUSINESS ENGAGEMENT SURVEYS, ROUNDTABLES, ETC.	CONTACT US
	Create or commission public art	Receive training to build a small business	Network on this online platform	Join the City in recognizing small business	Attend the B2B event of the year	Obtain mentorship and funding	Sign up for a one-hour appointment	Sponsor, advertise and invest in your city	Sign up for this eNewsletter with business facts and statistics	Find information and resources at vaughanbusiness.ca	Receive assistance in finding a location to buy or lease	Get introduced to the right people	Request an onsite visit from our team	Look out for this survey on how we're doing	Provide feedback on special topics	• Walk-in • Phone • Email
Networking Opportunities		•	•	•	•	•										•
Business Registration																•
Research and Data on Vaughan							•		•	•			•			•
Grow/Expand Your Business								•			•	•	•			•
Get Help With a Business Challenge			•				•	•			•	•	•			•
Small Business Advice/Resources		•	•	•	•	•	•		•	•	•	•				•
Employee Engagement								•								•
Promote Your Business	•					•	•	•				•	•			•
Fund Your Business						•						•	•			•
Find Partners							•					•	•			•
Give Feedback													•	•	•	•

Vaughan is the largest economy in York Region with **\$22.6 billion** of real GDP in 2020



Since 2010 Vaughan's average annual economic growth is **MORE THAN 4%**

Nearly **19,000 businesses** employing more than **213,700 individuals**



City of Vaughan

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KPMG

Professional and Business Services



vaughan
ECONOMIC DEVELOPMENT



VAUGHAN

Professional and Business Services

HIGHLY SKILLED LABOUR FORCE

- 70 per cent of Vaughan's population, aged 25 to 64, have a post-secondary education, well above both the provincial (65 per cent) and national averages (65 per cent).¹

Within a **one-hour drive** from Vaughan, businesses have access to:

- 14 colleges and nine universities across 59 satellite and campus locations, collectively educating 176,000+ university and 126,000+ college-enrolled students annually in the GTA.²
- Niagara University, which has relocated its bi-national presence to the Vaughan Metropolitan Centre (VMC); and
- a labour force of 3.85 million in the Toronto Metropolitan Area.³

SUPERIOR TRANSPORTATION AND INFRASTRUCTURE

Vaughan:

- is home to the country's largest international rail carriers: the Canadian National (CN) MacMillan Railway Yard and the Canadian Pacific (CP) Railway Vaughan Intermodal Rail-Truck Terminal.
- is the only urban growth centre in the Greater Toronto Area, outside of Toronto, that has subway access and an innovative intermodal transit system.
- has **direct access** to Highways 427, 400 and 407 — Highway 401 is only minutes away.
- contains 6.6-kilometre **completed** expansion of Highway 427.
- has Toronto Pearson International Airport — Canada's busiest airport — located on its southwestern boundary, within 10 kilometres.

-  Universities and Colleges
-  Airports with Scheduled Commercial Service
-  Intermodal Terminal and Rail Yard


3.9
MILLION
labour force

A ROBUST INNOVATION ECOSYSTEM

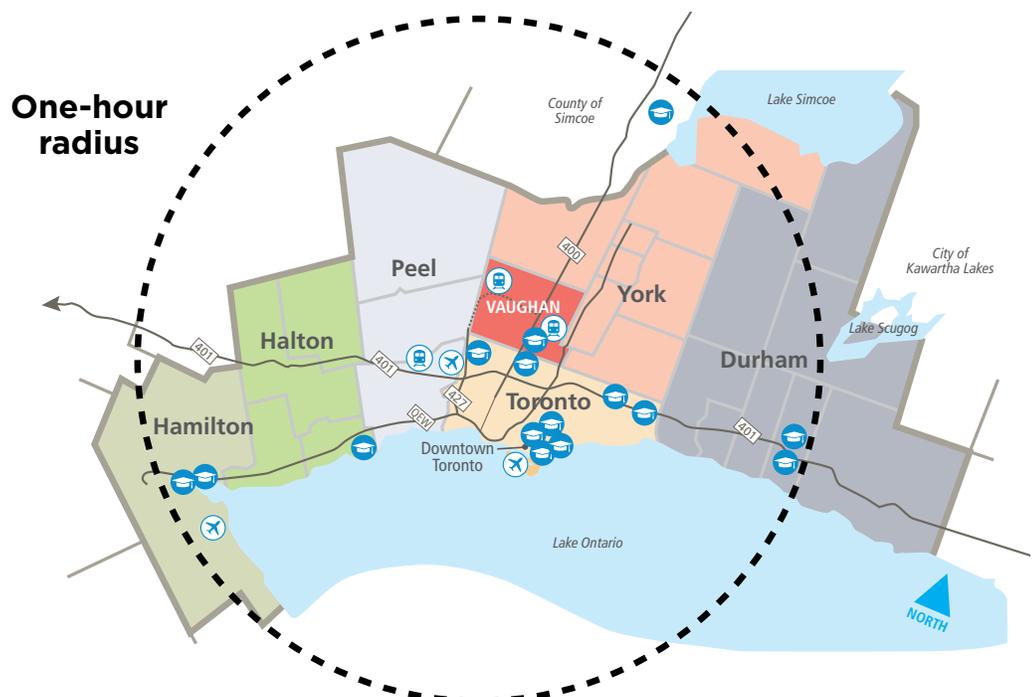
Vaughan has:

- access to nearly 65,000 Science, Technology, Engineering and Mathematics (STEM) graduates across Ontario in 2019 — the highest STEM graduate rate of any Canadian province.⁴
- the Cortellucci Vaughan Hospital — the first hospital in Canada to feature **fully integrated 'smart' technology systems**.

STRONG ECONOMY AND UNPARALLELED GROWTH

Vaughan:

- is part of the Greater Toronto Area's \$377-billion economy with nearly 7 million people — the largest consumer market in Canada.⁵
- is the **largest economy** in York Region with an annual GDP of more than \$22.6 billion in 2020.⁶
- has a value of building permits totalling more than \$15.1 billion since 2010.⁸
- is Top 10 in Canada for non-residential construction by value of permits (6th and 7th nationally in commercial and industrial development markets, respectively).⁹



Professional and Business Sector Highlights

The Professional and Business Sector has experienced rapid growth as the city is transforming into a smart and knowledge-based economy. With the Vaughan Metropolitan Centre (VMC) emerging as the city's financial, innovation and cultural centre, top companies like KPMG, Miller Thomson LLP., GFL Environmental Inc., Harley-Davidson Inc. and PwC have recently invested in the VMC to be near their clients and highly-educated professional workforce.

The VMC will include:

- More than **1.5 million sq.ft.** of commercial office space,
- **750,000 sq.ft.** of new retail space, and
- **12,000** residential units, home to more than **25,000 people** by 2031.

The VMC is only a **6-minute subway ride** to **York University** (Canada's third-largest university) and **45 minutes** to **Union Station, Toronto** – the financial capital of the country.

If the current development pipeline proceeds to approval, the VMC will reach:

- **288%** of its residential target and **274%** of the population target.
- **107%** of its office target, bringing the number of new office jobs to **8,898**
- **77%** of its retail target, including **1,450 jobs**

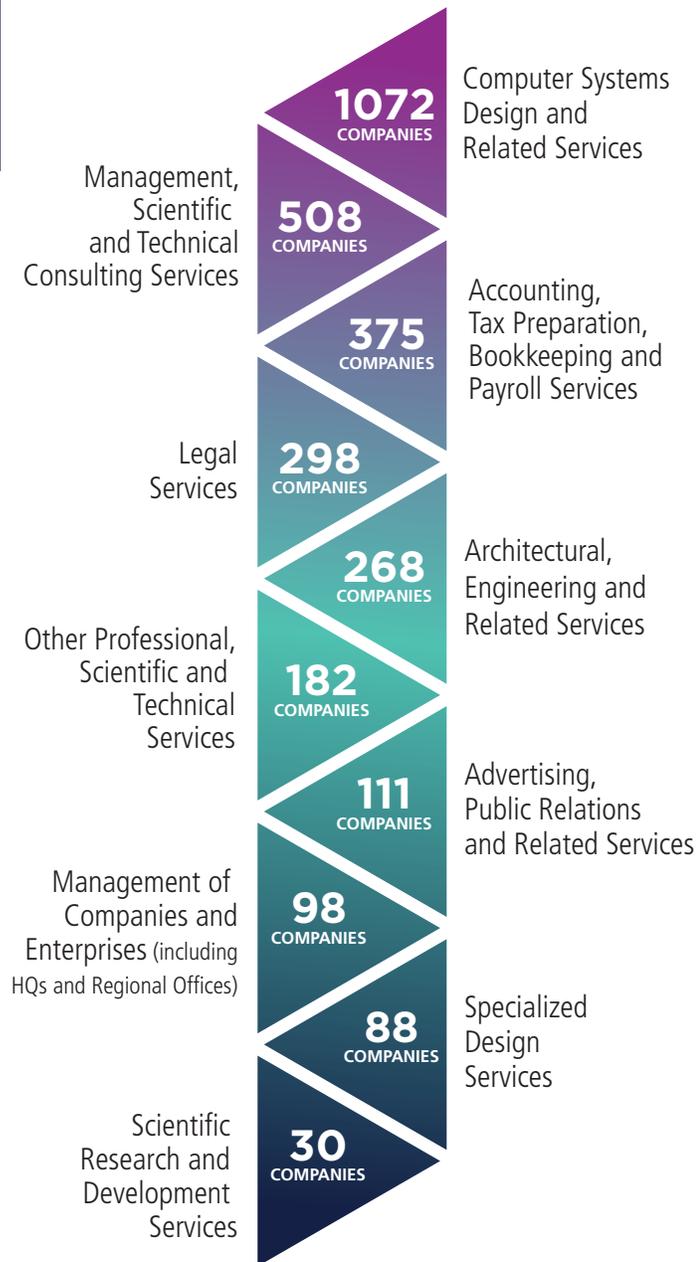


Located in the heart of the GTA, Vaughan was a clear choice for us to set up a new office. We are better positioned — literally — to serve clients across the GTA and in York Region.

~ Sebastian Distefano
GTA Regional Managing Partner, KPMG



Professional and Business Sector Ecosystem



3,030
companies
in Vaughan's Professional and Business Services Sector Ecosystem in 2020



Leading Companies in the Professional and Business Sector

- Adidas Canada (HQ)
- Deloitte Touche Tohmatsu Ltd.
- GFL Environmental Inc. (HQ)
- KPMG
- Recipe Unlimited Corp. (HQ)
- SCIEX
- St. Joseph Communications (HQ)
- Toys "R" Us (HQ)
- Yum! Brands Inc. (HQ)

Listed above are top employers. For a full listing, visit yorklink.ca/york-region-employment-survey.

SOURCES:

1. Statistics Canada. Census Profile, 2016 Census.
2. Government of Ontario. Training, Colleges and Universities: College and University Enrolment [Colleges and Universities by Main and Satellite Campus within the Greater Toronto Area], 2017/2018.
3. Statistics Canada. Labour Force Survey [Toronto, Census Metropolitan Area], December 2021.
4. Statistics Canada. Postsecondary graduates, 2021.
5. Toronto Global, 2020.
6. The Conference Board of Canada. Regional Municipality of York Economic Forecast, 2021.
7. Regional Municipality of York. York Region 2041 Preferred Growth Scenario, 2015.
8. City of Vaughan, Building Standards. Construction Activity, 2010-2020
9. Statistics Canada. Value and Number of permits for the New Top 30 CSDs Residential and Non-Residential Buildings, 2021



Teranet is Canada's leader in the delivery and transformation of statutory registry services with extensive expertise in land and commercial registries. Our innovative commercial solutions connect industry professionals and communities with reliable data, actionable insights and practice management applications – enabling them to make better decisions and improve overall efficiency.

GOLD SPONSOR

Introducing the Teranet Imagery Partnership Program

Imagery Based Solutions for Municipalities, Utilities, Insurers, Assessors, and Commercial Customers.

The Teranet Imagery Partnership Program (TIPP) was implemented by Teranet Inc. in early 2019 to enhance our existing data sets and to provide a consolidation of value-based solutions to our clients. Through a consortium of partners, Teranet is able to provide a wide variety of imagery-based solutions and derivative products to enhance your organization's GIS and workflow capabilities.

As an important part of the TIPP program, Teranet is also pleased to announce that it will be providing financial incentives on its imagery-based solutions to help foster growth and collaboration within the GIS/Mapping communities across Canada.



Program Highlights

The focus of the TIPP program is to provide the best-in-class, high-resolution imagery and derivative products including but not limited to the following:



Ortho Imagery

Best-in-class, highest resolution aerial imagery offered 2x times per year covering all urban centers across Canada. From 5.8cm to 15cm GSD, most of our vertical imagery can be provided as a subscription service via “IAAS” that can be incorporated into all existing business systems and applications across your organization.

Oblique Imagery

Oblique imagery provides that natural, on-the-ground perspective like no other and provides that ability to be there when you’re not! Provided at a 7.5cm GSD, our Oblique imagery provides multiple “enhanced” views for each and every point on the ground with the ability to view, measure, export as well as perform advanced analysis either in the field or in the office.

Aerial & Mobile LiDAR

Through our consortium of partners, Teranet can now offer newly captured and/or off-the-shelf LiDAR data, providing engineering-grade solutions tailored to Municipalities and Utility organizations across Canada.

Additional Imagery-Based Solutions

Teranet is also pleased to be able to offer a wide variety of imagery-based solutions such as Textured Mesh/3D Models, LOD Building Creation, Planimetric and Feature Extraction Capabilities, Building Footprints, Building X, Y coordinates, Change Detection Services, and much more.



Optimize our technology stack today

Whether you are looking to identify cracks in the road, ascertain asset location and status, monitor development projects and contractor compliance, increase data collection accuracy, and/or verify current conditions utilizing our recent and historical imagery and LiDAR libraries; Teranet is here to help your organization now and into the future.

Contact sales today to discuss how the Teranet Imagery Partnership Program can help accelerate your objectives today.

Michael Franschman, Senior Manager Strategic Accounts, Teranet
Email: michael.franschman@teranet.ca | Mobile: (416) 659-9236



Government and Utilities

Introducing the Teranet Easement Program

Easement Based Solutions for Municipalities and Utilities

One of a Municipality or Utility company's primary assets is the easements they own on a property, yet it is also an asset that is often overlooked. Incomplete and inaccurate easement information can lead to unnecessary risks in asset management, infrastructure operations and public safety.

Through Teranet's easement program, we can assist in mitigating these risks by identifying and centralizing easement data. Government organizations and Utility companies can proactively manage and protect their easement interests by accessing tabular and digitally mapped easement information enabling a more reliable, secure and managed environment.

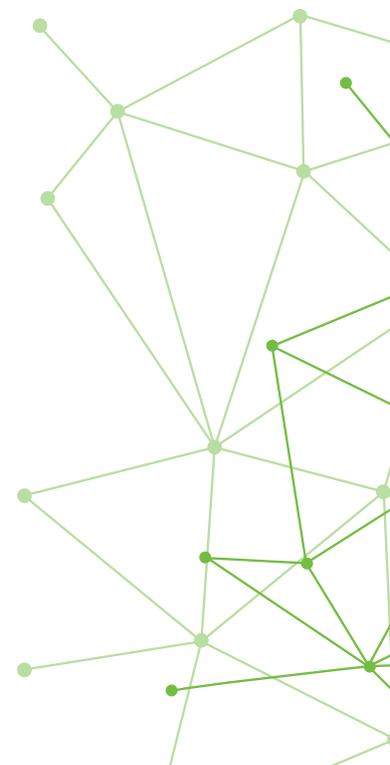
Program Highlights

Easement Report

Contains a list of all registered easement type instruments within an organization's jurisdiction that can potentially create an easement through the Land Registration process.

Document Review and Evaluation

Review the registered easement type instruments identified in the Easement Report to evaluate whether or not easements are created.



Easement Mapping

Generation of polygon features identifying the spatial extent of the valid easement instruments as interpreted from the descriptions and plan information over existing parcel mapping fabric.

Easement Usage Identification

Identify the purpose of the registered easement based on document interpretation i.e. storm water, sanitary sewer, hydro, etc.

Ongoing Easement Mapping Maintenance

Upon completion of the initial easement mapping project, provide map maintenance based on monitoring of new easement and release of easement registrations.

Key Benefits

- Identify missing or misaligned easements
- Prioritize investigation and acquisition of missing easements
- Access critical information for emergency response and field operations
- Improve and standardize process for future easement acquisition
- Formalize planning for release of easements and risk mitigation
- Prioritize easement related budget planning
- Enhance municipal infrastructure GIS data
- Centralized easement inventory



Get In Touch With Us

Contact sales today to discuss how the Teranet Easement Program can help accelerate your objectives today.

Richard Norris

Senior Manager Strategic Accounts, Teranet
richard.norris@teranet.ca

Builders, Developers, Architects, and Engineers

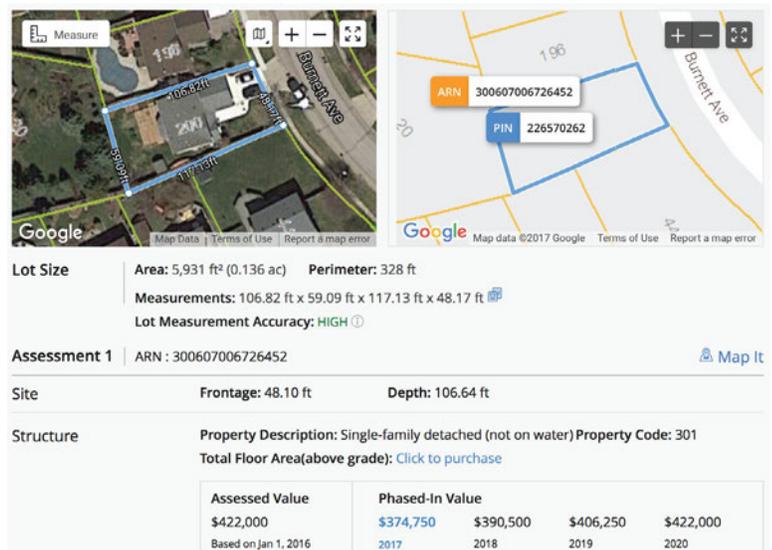
Assess Your Market

GeoWarehouse provides authoritative land and property data, analytics and insights you need to be the expert.

We help deliver the right data to builders, developers, architects, engineers, and more. Our neighbourhood sales feature can help you find pricing on comparable properties sold in the surrounding area.

GeoWarehouse helps you with property research:

- Confirm property ownership and legal descriptions of properties of interest and search for property purchases by other companies
- Check historical sales and encumbrances (mortgages, liens) on properties
- See property boundaries layered over aerial images, and access registered plans
- Optional assessment packages allow for in-depth searching by assessment criteria (property type, square footage, etc.) for qualified organizations



Lot Size	Area: 5,931 ft ² (0.136 ac) Perimeter: 328 ft															
	Measurements: 106.82 ft x 59.09 ft x 117.13 ft x 48.17 ft															
	Lot Measurement Accuracy: HIGH															
Assessment 1	ARN : 300607006726452 Map It															
Site	Frontage: 48.10 ft Depth: 106.64 ft															
Structure	Property Description: Single-family detached (not on water) Property Code: 301															
	Total Floor Area(above grade): Click to purchase															
	<table border="1"> <thead> <tr> <th>Assessed Value</th> <th colspan="4">Phased-In Value</th> </tr> </thead> <tbody> <tr> <td>\$422,000</td> <td>\$374,750</td> <td>\$390,500</td> <td>\$406,250</td> <td>\$422,000</td> </tr> <tr> <td>Based on Jan 1, 2016</td> <td>2017</td> <td>2018</td> <td>2019</td> <td>2020</td> </tr> </tbody> </table>	Assessed Value	Phased-In Value				\$422,000	\$374,750	\$390,500	\$406,250	\$422,000	Based on Jan 1, 2016	2017	2018	2019	2020
Assessed Value	Phased-In Value															
\$422,000	\$374,750	\$390,500	\$406,250	\$422,000												
Based on Jan 1, 2016	2017	2018	2019	2020												

GeoWarehouse provides fast, easy access to the critical property data you can trust to do all your property research and due diligence requirements, at the pace of the market.

For more information on GeoWarehouse or to invest in a subscription call **1-866-237-5937** or email Geowarehouse.Sales@teranet.ca.



With 1,500 member companies, BILD is the voice of the home building, land development and professional renovation industry in the Greater Toronto Area.

The building and renovation industry provides \$33 billion in investment value and employs 271,000 people in the region.

BILD is proudly affiliated with the Ontario and Canadian Home Builders' Associations.

GOLD SPONSOR



BUILDING INDUSTRY AND LAND DEVELOPMENT ASSOCIATION





THE ONLY THING MISSING IS YOU

4	Our Story
6	Membership
8	Advocacy
10	Education
14	RenoMark
16	Home Show
18	Communications

ABOUT BILD

Established in 1921, the Building Industry and Land Development Association (BILD) is the voice of the home building, residential and non-residential land development, and professional renovation industry in the Greater Toronto Area. Our industry designs, sells, and builds quality communities where people live, work, play, and shop. We are city builders.

TYPES OF MEMBERS



Builders/
Developers



Renovators



Professional
Services



Manufacturers
& Suppliers



Trade
Contractors



Financial
Services

total of
1,450+ professionals
and growing

OUR MISSION

Our mission is to enhance the health, vitality, and reputation of the home building, residential and non-residential land development, and professional renovation industries.

BUILDING COMMUNITIES

YOUR MEMBERSHIP AFFECTS CHANGE ON ISSUES LIKE...



MEETING HOUSING DEMAND



HELPING PEOPLE AFFORD HOMES



CREATING JOBS



INVESTING IN TRANSPORTATION & INFRASTRUCTURE



MUNICIPAL & PROVINCIAL PLANNING POLICIES

BUILD WITH US

MEMBERSHIP HAS ITS REWARDS

BILD is the largest home builders' association in Canada, and affiliated with the Ontario Home Builders' Association and the Canadian Home Builders' Association.

With a BILD membership, you automatically gain access to members across the country through these organizations. Our membership is open to companies with one or thousands of employees.

BILD GIVES YOU TO THE TOOLS TO SUCCEED

Our success lies in yours – we provide tools to empower our members to succeed in a variety of fields.

Access our Directory of Members of contacts to industry leaders.

Invitation to our industry networking events of over 250,000 attendees connecting you to business development opportunities.

Get the latest marketplace insight with monthly educational forums.

Get ahead in the competitive market with councils that focus on the information needs of associates, renovators, and custom builders.

Access our advertising tools to create awareness of your products and services.

Use our exclusive logos reserved for members and our membership certificate to identify your company as a recognized BILD member that adheres to the Code of Ethics.

Build your profile within the industry with membership participation and involvement.

CONNECTING YOU TO THE POLICIES AND PEOPLE THAT MATTER.

As a valued BILD member, you will:

- Access policy updates providing you with second set of eyes on policies that affect your development projects.
- Understand proposed changes and consider these changes in your current pro-forma or long-term business plans.
- Help shape the industry's position on policy matters that are of interest to you.
- Access industry data, expertise, and commentary on potential policy changes that impact the building and development industry.
- Liaise and build relationships with government officials and network with industry peers at various events.
- Contribute to the government relations advocacy, gaining insight from industry colleagues and municipal staff.
- Be provided with routine and time sensitive information updates on a variety of issues.
- Voice your concerns to BILD staff about city-wide matters that challenge the delivery of your own development projects.

WHY IS THIS IMPORTANT?

As the voice of the industry, BILD works to help shape policy, and secure positive changes on issues that impact the building and development industry.

Our government relations goal is to be your eyes and ears on the ground, to make sure our political decision-makers and key support staff recognize the importance of this industry when thinking about policy changes that affect your business, and to bring forward recommendations.

We do this by:

- Educating and equipping our political partners and municipal staff with up-to-date data and facts on the industry and its contribution to the local, provincial and national economies.
- Connecting our members to build key relationships with decision-makers and engage them in productive dialogue with government officials.
- BILD has long been regarded as the go-to resource for government officials on housing, land development and renovation issues.
- Facilitating information sharing and discussions for our members and governments at all levels, and shape legislation and policy so that it is effective for our members, new home buyers, and businesses of the GTA.

UNPARALLELED OPPORTUNITY FOR PERSONAL GROWTH

BILD offers a wide variety of member-led, cost-effective, and high-quality educational and professional development forums and events.



Our free education offerings provide information to ensure members have the knowledge and capabilities necessary to understand current business trends and changing industry regulations.



Our forums are conveniently offered at BILD and online to help members increase efficiency and productivity.



Listen to informative presentations, discuss common concerns with peers, and voice your opinion on issues.



You can volunteer in a task-oriented committee. Committee meetings draw a variety of professionals across the industry. Participating builds your profile within BILD and enhance your professional development. You gain the most from your membership by contributing to the organization.

EDUCATION & EVENTS

FORUMS, COUNCILS & COMMITTEES

4 Annual Charitable Events **40** Free Educational Forums **12+** Major Events

6,000+
attendees annually



BILD educational forums not only provide timely industry trends and information, but also help us connect with builders to deeply understand the issues they face and our role in making their communities a success.

John Amardeil
President, BAM Builder Advertising & Marketing Inc.

AWARDS AND RECOGNITION

BILD Awards
recognize members that go beyond industry standards for sales, marketing, and community development

yBILD Leadership Award
recognize the best BILD members under 40

Renovation & Custom Home Awards
recognize the best in residential renovation and custom home design

Associate Awards
celebrates suppliers, tradespeople, and service/professional firms



BILD, its networking and educational events, helps me connect to other thought leaders in the industry, build relationships, share ideas, and learn how to advocate for change by engaging in industry discussions. This inspires me as a young leader to be the best city and community builder possible.

Greg Gilbert
M.Pl, Manager, Planning & Design, Trolleybus Urban Development Inc.



RenoMark

RENOVATION, REDEFINED.

Since 2001 RenoMark™ has been raising the bar of the renovation-specific Code of Conduct. The RenoMark™ program is now delivered by 80% of the CHBA local association markets across nine provinces through voluntary, industry self-regulation.

The RenoMark™ symbol identifies professional renovator general contractors, custom builders, and trades contractors who provide installed construction services to homeowners. Only members are eligible to display the symbol.

RenoMark™ creates awareness of the renovation industry within the BILD Association, differentiating our members in the marketplace, and provides homeowners with helpful advice before hiring a contractor.

LOCAL ASSOCIATIONS CARRYING THE RENOMARK BRAND

Over a thousand renovators, trade contractors, and custom builders participate across Canada.

Toronto currently has over 260 renovators, trade contractors, and custom builders participating in the RenoMark™ program.



Membership provides a variety of marketing advantages:

- Extensive promotion of the RenoMark™ program
- Distribution of RenoGuide to homeowners
- Advertising, articles, and columns in high-profile newspapers and magazines
- Company listing on BILD websites
- Participation at BILD's home shows
- Marketing support materials for display and distribution

Home Show

A WONDERLAND OF
INSPIRATION FOR YOUR HOME.

Meet homeowners: those with projects in mind who have paid to see you, and want to buy from you.

Whether you are looking to find new customers, demonstrate a product, schedule appointments or make immediate on-site sales, participating in one of our upcoming shows delivers marketing that measures up.

TOP REASONS TO EXHIBIT WITH US



Meet your prospects live



Generate sales leads inexpensively



Create/drive brand awareness



Move your sales cycle along



Showcase products / services to consumers

BILD produces home shows throughout the Greater Toronto Area year round creating opportunities for you to engage with potential customers.



Over **250,000 attendees** at the home shows.

90%

of which are expected to be homeowners who are ready to spend more than a combined **\$1.5 billion**.

Telling the industry story.

The Communications team engages members through strategic partnerships, establishing BILD as a thought leader in the industry. They enhance the reputation of the industry by amplifying the industry's story and promote public awareness of issues that affect housing policies.

- STRATEGIC MEDIA RELATIONS**
- AUDIENCE ENGAGEMENT**
- INDUSTRY REPUTATION**
- CIVIC AWARENESS**

CHANNELS AND REACH

NEWSLETTERS

6,000+
SUBSCRIBERS
HOME PAGES / NOV 7

4,000+
SUBSCRIBERS
LIAISONS / OCT 24

SOCIAL MEDIA

14,000+
TWITTER FOLLOWERS

2,000+
FACEBOOK PAGE LIKES

1,500+
INSTAGRAM FOLLOWERS

PRINT

1,500+
TORONTO BUILDER MAGAZINE
CIRCULATION

550,000+
TORONTO STAR EVERY SATURDAY

82,000
TORONTO SUN EVERY SATURDAY

TODAY'S HOMES

RENO & DÉCOR MAGAZINE

2,000,000+
METRO NEWS PRINT & WEB

BECOME A MEMBER TODAY!

Build with us! Join the leading association dedicated to providing a voice for the industry that builds quality communities where people live, work, play, and shop.

CALL **416 391 3445**

EMAIL **MEMBERSHIP@BILDGTA.CA**



BILD[®]

Building Industry and Land Development Association
20 Upjohn Road
Suite 100
Toronto, Ontario
M3B 2V9

416-391-3445
membership@bildgta.ca
www.bildgta.ca
www.renomark.ca
www.torontohomeshows.com

The logo for Aird & Berlis, featuring the company name in a bold, sans-serif font inside a dark grey rectangular border. A small yellow square is positioned at the top right corner of the border.

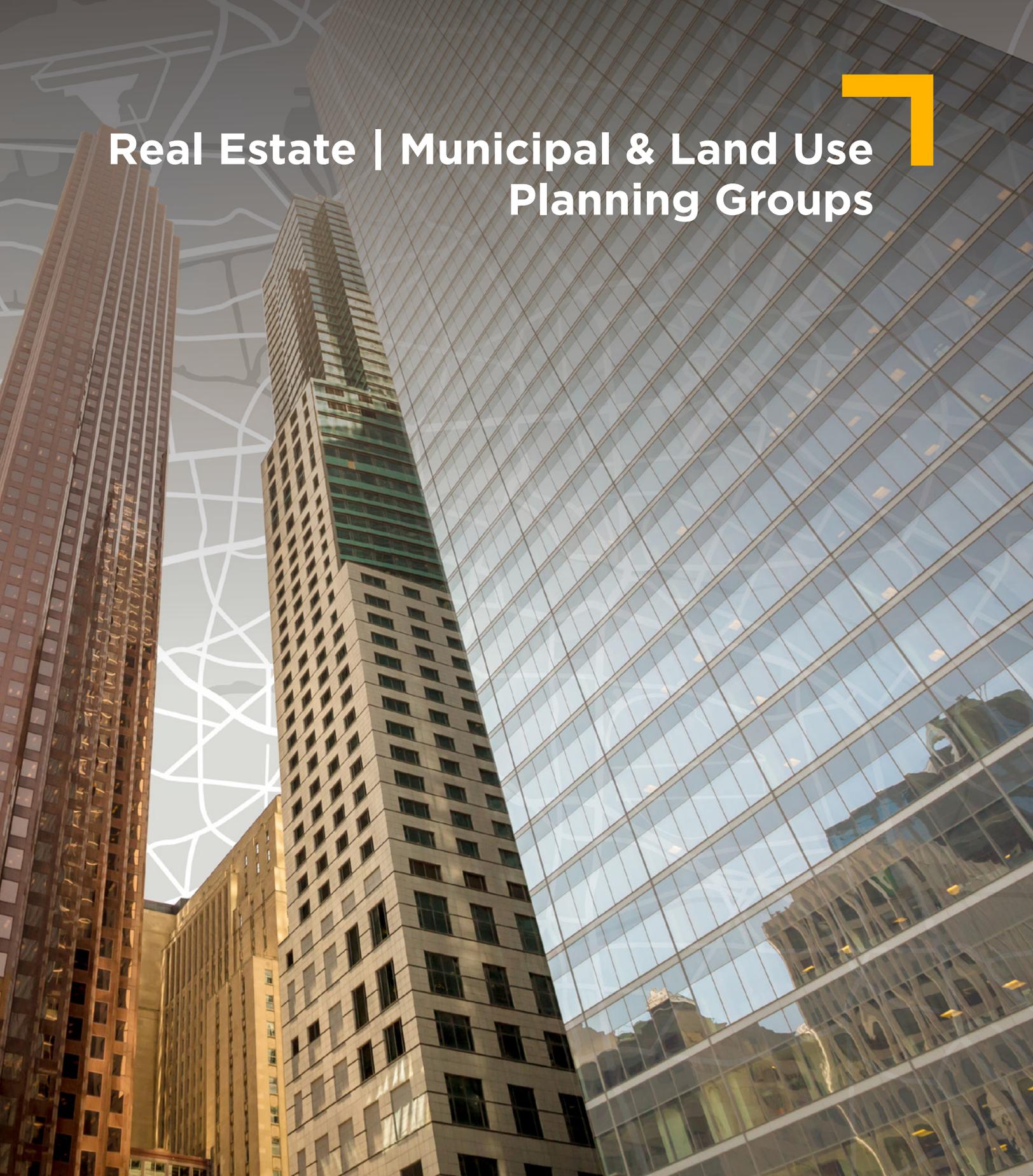
AIRD BERLIS

Aird & Berlis is a leading Canadian law firm based in Toronto, serving clients across Canada and globally. Our team of more than 200 lawyers, land use planners and patent agents provides strategic legal advice in all principal areas of business law.

With one of the largest real estate practice groups in the GTA, Aird & Berlis has the breadth and depth of experience to handle any real estate deal. Our Real Estate Group assists clients with the purchase, sale and development of real property, leasing transactions and all types of real estate financing. We have extensive experience representing clients involved in the development, construction and management of office buildings, hotels, residential and commercial condominiums, residential rental projects, retirement homes and shopping centres. Our experience extends to infrastructure planning, financing and procurement.

Our Municipal & Land Use Planning Group is one of the largest and most highly-recognized practice groups of its kind in Canada. Our dedicated lawyers and skilled land use planners devote their practice to matters relating to municipal law, land use planning and development law. We act on behalf of landowners and developers, municipalities and public agencies, elected officials and local board members, institutional clients, utility companies, as well as public interest groups.

SILVER SPONSOR



Real Estate | Municipal & Land Use Planning Groups

AIRD BERLIS

Aird & Berlis LLP | Lawyers

Brookfield Place, 181 Bay Street, Suite 1800, Toronto, Canada M5J 2T9

T 416.863.1500 F 416.863.1515 | airdberlis.com



Real Estate Group

With one of the largest real estate practice groups in the GTA, Aird & Berlis has the breadth and depth of experience to handle any real estate deal. From acquisitions, divestitures and financings to land development, joint ventures, construction projects and major leases, we have done it all many times over.

Our Expertise

Development

Our group has had extensive experience in land development, from rural land to urban redevelopment and intensification. With the involvement of our Municipal & Land Use Planning Group, we work with our clients in developing residential subdivisions, commercial and mixed use developments and redevelopments, industrial subdivisions and condominium developments, both in an urban and suburban context. We understand the development and planning approvals processes and we can help our clients navigate through it.

Construction

We see construction from all sides, and ensure that construction issues are handled quickly and effectively. Our group acts for contractors, architects, land developers and builders. We have extensive experience in CCDC and RAIC contracts. We are also involved in construction lien litigation.

Acquisitions

We have been involved in acquisitions from coast to coast. Our depth of experience spans all asset classes, including office, retail, industrial, multi-family, raw land, institutional, government and specialty assets such as hotels, refineries and manufacturing plants. We have advised on single assets and large portfolios. In each case, we bring a sophisticated and in-depth understanding of conveyancing and real estate due diligence matters, and can assure our clients that the property title, as acquired, meets their objectives and expectations.

Financings

We act for many major lenders and borrowers throughout Canada. We have been involved in everything from simple first mortgage financings to sophisticated mezzanine deals, bonds and commercial backed mortgage security issues. Our lawyers have extensive experience in mortgage enforcement and restructuring, and remedies such as power of sale, foreclosure and actions on the covenant. We are able to offer our clients the strategic advice necessary to ensure a smooth financing transaction.

Dispositions

We have assisted clients in the disposition of real estate assets by various means, including sale through a broker and by auction. In each case, we take care that the disposition is handled expeditiously, with the client's objectives in mind, while attempting to eliminate any residual risk or liability. We are focused on getting our clients the disposition proceeds as quickly and as cleanly as possible.

Real Estate Group



Leasing

Our group handles office, industrial and retail leases, from the routine to the most complex. We have advised on major leases of hundreds of thousands of square feet with sophisticated tenants and landlords. Our professionals are very familiar with structuring credit tenant lease transactions, ground leases and using leases as a tool to achieve other structuring preferences. We have expertise in green leases and leasing in LEED buildings. Our group also has extensive experience in rooftop and telecommunication licence agreements, which provide enhanced amenities to tenants and additional revenue for landlords.

Condominiums

We act for both large and smaller condominium developers and provide experienced, cost-effective legal advice with respect to site acquisition, ownership structure, Tarion registration, disclosure and sale documentation, deposit administration, construction and deposit surety financing, condominium registration, completion of occupancy and final closings, and turnover to the unit-owner elected board of directors. Post-turnover, we also advise our developer clients on ongoing *Condominium Act* compliance matters and Tarion warranty obligations as well as operational issues with residential, commercial and mixed use developments. We have set up hundreds of condominium corporations, co-operatives and co-ownerships. Our experienced professionals are regularly involved in drafting by-laws, rules, amendments to declarations, shared facilities agreements, s. 98 agreements and other documentation.

Environmental Issues

In cases where land uses are changing or where historical activities have created environmental risks, we offer specialized expertise to ensure compliance with environmental assessment obligations. We have significant experience advising on environmental issues in large and small real estate transactions. We have advised a number of REITs, developers and lenders in the acquisition of contaminated sites and the requirements for brownfield redevelopment through the record of site condition. We work with clients to ensure that redevelopment can occur in an environmentally-acceptable and financially-viable manner.

Public-Private Partnerships

We have acted on behalf of public entities and private developers in structuring and implementing transactions involving public-private partnerships for infrastructure, hospital, school, university, office and recreational projects.

Distressed Real Estate Assets

We provide practical legal advice and implement innovative solutions with respect to all types of distressed real estate situations. Our depth of experience includes handling the full range of enforcement proceedings, such as powers of sale, foreclosure, attornment of rents and receiverships on behalf of secured lenders and borrowers, as well as lease termination, landlord distraint and realization of security on behalf of landlords and tenants.

Real Estate Group

Our Team

Our standing as leading real estate lawyers in Canada is evident through:

- > notable accolades in *The Legal 500 Canada*, *Chambers Canada: Canada's Leading Lawyers for Business*, *Who's Who Legal: Canada*, *The Canadian Legal Expert Directory* and *The Best Lawyers in Canada*;
- > active participation in industry associations, such as the International Council of Shopping Centers, the National Association of Industrial and Office Properties (Toronto NAIOP), the Urban Land Institute, Canada Green Building Council, the American Real Estate Society, the Building Owners and Manager Association (Toronto), the Commercial Mortgage Securities Association, the Building Industry and Land Development Association (BILD), Canadian Condominium Institute and the Toronto Construction Association;
- > designation as instructors for courses such as Real Estate Development/Real Estate Finance in the MBA program of the Ted Rogers School of Management at Ryerson University; and
- > contributions to various national and international publications and industry speaking engagements.

Key Contacts



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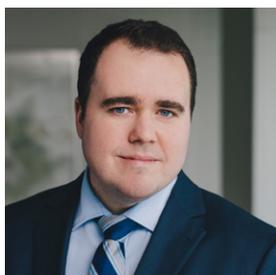


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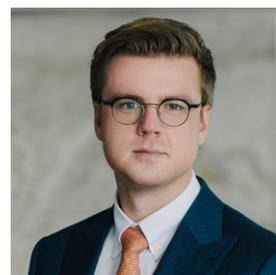
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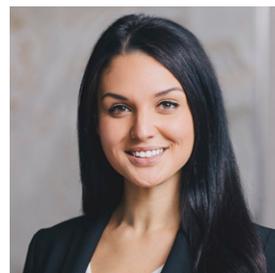
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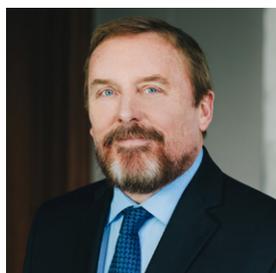
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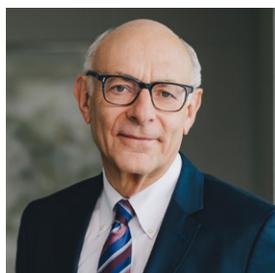
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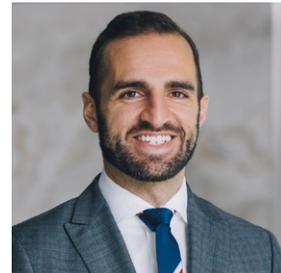
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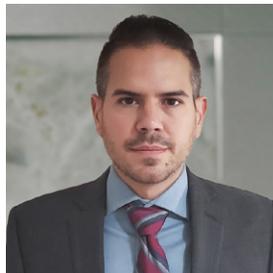
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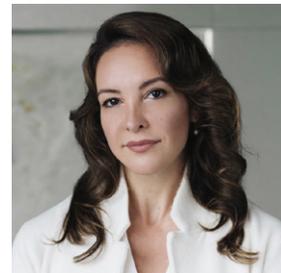
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Municipal & Land Use Planning Group

The Aird & Berlis Municipal & Land Use Planning Group is one of the largest and most highly-recognized practice groups of its kind in Canada. Our dedicated lawyers and skilled land use planners devote their practice to matters relating to municipal law, land use planning and development law.

We act on behalf of landowners and developers, municipalities and public agencies, elected officials and local board members, institutional clients, utility companies, as well as public interest groups.

Specialized Expertise

Land Development

We are a recognized leader in land use planning, and are well-acquainted with the ever-evolving legislative regime governing and affecting development in Ontario.

Our services range from providing assistance with simple land use approvals, including minor variances and consent applications, to complex and lengthy development matters and disputes, such as contentious official plan and comprehensive zoning by-law amendments.

Our lawyers regularly appear before the Ontario Land Tribunal (formerly the Local Planning Appeal Tribunal), municipal councils and committees of adjustment. We also represent litigants in court applications and appeals at all levels of the courts, including the Supreme Court of Canada. Additionally, we have a well-established track record of success in the mediation and resolution of land use disputes.

Our professionals have extensive experience preparing all forms of statutory and extra-statutory development agreements, and are well-versed in providing advice and dealing with appeals related to the *Building Code Act, 1992*, and the *Development Charges Act, 1997*.

We also have specialized expertise handling *Ontario Heritage Act* matters, including heritage designations, heritage conservation districts and appearances before the Conservation Review Board.

Municipal Law

General municipal law covers a wide array of matters which deal with the core powers, duties, responsibilities and liabilities of municipalities. Our knowledge of local government jurisdiction, operations, procedure and law is second to none in Ontario. We are experts on municipal legislation and have written extensively on the subject. A number of our lawyers are former in-house municipal solicitors, senior municipal staff and/or have worked at the former Ontario Ministry of Municipal Affairs and Housing, now two separate ministries. This provides an unparalleled depth of knowledge and understanding regarding municipal by-laws, council authority, powers and procedures, elections, the open-meetings rule, the anti-bonusing provision, accessibility, transparency, councillor conduct, self-help remedies and the discretionary enforcement principle.



Municipal & Land Use Planning Group

We regularly provide opinions on the *Municipal Act, 2001*, the *Municipal Conflict of Interest Act*, the *Municipal Elections Act, 1996*, the *Municipal Freedom of Information and Protection of Privacy Act*, procedural and governance issues and social and public housing matters. We frequently attend at council, committee and staff meetings for our municipal clients to provide opinions and make presentations on legal issues.

With respect to various municipal agreements, Aird & Berlis assists with everything from simple undertakings and releases to complex contracts and development agreements. A large component of our practice is focused on drafting municipal contracts and agreements, including those pertaining to large infrastructure financing, operating and service delivery, information technology, procurement, construction, user and licence fees, and property tax and collection matters.

We have also dealt with all types of municipal by-law interpretation, application and enforcement matters, including those under the *Municipal Act, 2001*, the *Provincial Offences Act*, the *Building Code Act, 1992*, and the *Fire Protection and Prevention Act, 1997*. Our experience includes advising on municipal signage regulation, applications for variances and amendments, provincial regulation, permit and contract litigation, Charter issues and defending against prosecutions.

Expropriation

Aird & Berlis represents a wide variety of landowners/claimants and expropriating/approval authorities across Ontario in all aspects of expropriation law. We act for municipalities and other public authorities on a wide variety of expropriations, including very large and complex linear expropriations for transportation and related infrastructure projects. In so doing, we are involved from the inception of the project, advising on related environmental assessments, preparation of notices, by-laws, plans, offers, agreements, and other documents, as well as the negotiation of compensation and the adjudication of compensation before the Ontario Land Tribunal and the courts, if necessary. Our experience includes acting for the landowner in one of the largest transportation infrastructure expropriations in Ontario, as well as numerous claimants regarding various takings by public agencies for large infrastructure projects.

Municipal Finance, Development Charges and Property Tax Assessment

Aird & Berlis has extensive experience in all aspects of municipal finance, tax and assessment, including hearings before the Ontario Land Tribunal, the Assessment Review Board and the courts. We represent municipalities and private sector clients with respect to development charges, large infrastructure financing, municipal fees and charges, as well as all aspects of property tax and collection, including tax sales.

Our Experience

We represent clients before all levels of the Ontario courts in actions, applications, appeals, claims and motions. We also represent clients before the Ontario Land Tribunal on land use planning and development matters as well as before numerous other administrative tribunals such as the Assessment Review Board and the Ontario Rental Housing Tribunal. We appear regularly before local and regional councils, land division committees, committees of adjustment and the boards of numerous public authorities.

Municipal & Land Use Planning Group

Our Team

The Aird & Berlis Municipal & Land Use Planning Group is respected within the municipal and land use planning community for providing top-notch legal counsel, representation and service.

Rankings and Recognition

- > *Chambers Canada: Canada's Leading Lawyers for Business* as a top firm in Real Estate: Zoning/Land Use (Ontario)
- > Ontario Bar Association's Award of Excellence in Municipal Law
- > Law Society of Ontario Certified Specialists in Municipal Law: Local Government and Land Use Planning and Development
- > *Novae Res Urbis'* annual rankings of prominent planning and development law firms
- > *Martindale-Hubbell Bar Register of Preeminent Lawyers*
- > Legal Media Group *Guide to the World's Leading Real Estate Lawyers*
- > *The Lexpert/American Lawyer Guide to the Leading 500 Lawyers in Canada*
- > *The Canadian Legal Lexpert Directory*
- > *The Best Lawyers in Canada* ("Top Listed" firm in Canada in Municipal Law)

When you enlist the services of the Municipal & Land Use Planning Group, you benefit from the knowledge and experience of leading authorities who are familiar with the latest developments, who have spoken at the most recent professional conferences and lectures, and who have published texts on three principal statutes in their areas of expertise, (the *Planning Act*, the *Municipal Act, 2001* and the *City of Toronto Act, 2006*). Our group members have also written other authoritative texts, articles, papers, newsletters and for legal reporting services.

Key Contacts



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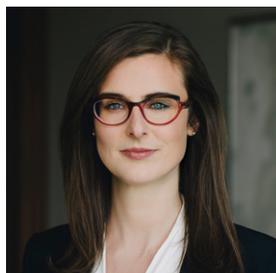
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Municipal & Land Use Planning Group

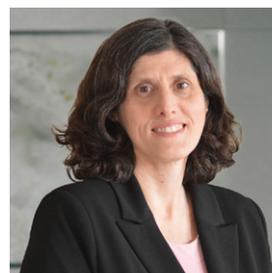
Lawyers



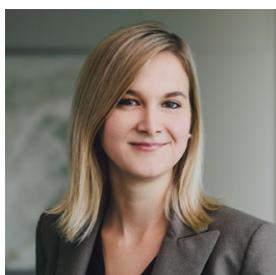
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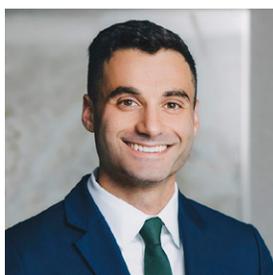
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Natalie Hickey
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For many of us, our home is our largest financial asset. One way to protect it is through title insurance.

What is title insurance?

Title insurance protects property owners from certain losses and risks to their property title. It's purchased only once and is valid for the entire time you or your heirs own the home.

What is title?

Title to a property is a bundle of rights: the right to live there, access it, sell or mortgage it, or leave it to your heirs. Sometimes, there are problems with title to a property which aren't always obvious when you first purchase your home. For example, buildings might extend outside the property line, or the municipality could require you to pay the former owner's unpaid property taxes.

How could fraud affect you?

Title insurance provides protection for unpredictable or undetectable issues such as fraud or forgery, and in situations where the seller doesn't have the right to sell the property to you. The legal costs associated with defending title to the property if a fraud is perpetrated against the property are also covered.

How to purchase title insurance?

Your real estate lawyer can help you purchase title insurance for your property. A clear title paves the way for you to enjoy all the rights that come with being the owner of your home.



titleplus@lawpro.ca



1-800-410-1013
416-598-5899

Quickfacts

Proudly Canadian: TitlePLUS® title insurance is the only all-Canadian title insurance product currently available in the market

One-time premium: unlike other types of insurance (such as home insurance), the premium for a TitlePLUS policy is paid only once

Direct coverage: if there is a problem that is covered by the policy, you simply contact TitlePLUS directly to report your claim

Cost savings: a TitlePLUS policy can save you money by eliminating certain searches and inquiries and the need for an up-to-date survey

Unpaid utility bills and/or appliances: coverage for final utility bills or appliances which the seller should have paid for but didn't

Building permits: coverage where you are required to make repairs to items that were built by the seller without the proper permits

Cottage/recreational properties: coverage where there are issues with a right of access or road allowance (for ex. if you are not legally permitted to use the road that provides access to your property)

Legal service coverage: most TitlePLUS policies cover the mistakes or negligence of the lawyer completing the transaction – at no extra charge



Melbourne Property Management is a Toronto-based firm serving the Ontario market. It is built on over 100 combined years of our team's experience in the property management industry. Melbourne Property Management aims to create a sense of community within each condominium we manage, in the same way that the City of Melbourne focuses on being one of the most liveable cities in the world.

We provide our clients with a comprehensive consulting services including design and amenity review, waste management and site logistics review, shared facilities structure and set up, as well as review and discuss new technologies, green loans, renewable energy solutions and financial operational cost estimates and fee structures. For more than a decade, team members from Melbourne Property Management have been trusted to work on over 800 condominium developments in Ontario.

Our clients benefit from a broad range of full services in addition to consulting, such as Interim-Occupancy Management, Condominium Management, Rental Management and our Resident Touch Point Program, financial reporting and administrative support. At Melbourne, we never forget that we are taking care of your home. We strive to be market leaders in innovative property management solutions. Our goal is to deliver quality service and advice over the full lifespan of a community, while also developing positive relationships with our stakeholders. We aim to provide the highest performance and standards.

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MELBOURNE
PROPERTY
MANAGEMENT

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Melbourne Property Management, are proud to support and be the exclusive management sponsor of the 2022 LandPro Conference.

Melbourne Property Management's Industry Leading Service Offerings include:

Condominium Management

Our Melbourne Property Management team's established reputation and knowledge of the condominium industry provides the communities they take care of with the integrity, reliability, and security that these communities deserve. Based on our expertise and resources, we offer highly customized condominium management plans to suit the needs of every community. We strive to take care of the community, not just simply manage the building.

We do this by:

- Developing and educating managers to ensure they are equipped to handle the ever-changing challenges of property management
- Paying above-market salaries to attract and maintain the best talent in the industry
- Ensuring our team has access to relevant expertise, training and resources
- Providing customer service-focused solutions for the communities they manage

Property Management Consulting

When embarking on a new condominium development, it is critical that services of an experienced and competent management company be retained. Our consultants can ensure the operational fulfillment of the project's vision and can also function as a valuable resource to help with issues or questions that may arise during the development phase.

Our team's work with some of Ontario's most respected developers over the past 30 years has allowed us to build a wealth of experience in consultancy services across Toronto and the GTA. We have also worked with key developers in Barrie, Hamilton, Kitchener/Waterloo, Ottawa, Muskoka and Sudbury. Our consultancy services continue to be highly sought after within the development industry.

Interim Occupancy Condominium Management

When opening a newly-constructed community, there are a number of essential items that need to be given special consideration, to ensure that your purchaser's expectations are managed, and the experience they receive is reflective of your brand.

The team at Melbourne Property Management have learned a few lessons along the way, having opened hundreds of new buildings over the past decade. We understand that it is critical that a well-structured opening plan be established, to be used by both the management team and the Declarant. It is important that all parties are aligned in their approach, and that a focus and priority be given to communication with both the owners and construction team during the interim occupancy period.

We understand that Interim Occupancy Management is very different from managing an existing community, and that additional resources, subject matter experts and experience are paramount to a smooth opening and transition to a well-functioning condominium.

If you are embarking on a new condominium development, have a new community that will soon be occupying, or would simply like to know more about how the team at Melbourne might be able to help, we would be more than happy to have a conversation. We are a friendly team, committed to providing trusted and timely advice.

Meet Members from the Melbourne Property Management Team

Joff Elliot - President



Joff brings more than 15 years of sales and management experience to his position as President of Melbourne Property Management.

Prior to founding Melbourne, Joff was a principal of one of Canada's largest sub-metering companies. Joff has a proven track record in lead sourcing, developing and executing all aspects of the sales process for new construction projects. His extensive background in building businesses, leading teams and fostering meaningful relationships contributes directly to his clients' success.

He is also the founder and CEO of Benny Parks Services Inc., a provider of strategic business solutions to an ever-growing portfolio of clients in multiple business sectors across Canada. He serves on the boards of Illuminati Energy Corp and Ebene Services Inc.

Joff.Elliot@Melbournepm.ca 416-546-2126 ext. 101

Julian McNabb – Vice President



Julian oversees both the Operations Team and the Consulting Division, and comes with a wealth of knowledge and experience, as a well-respected member of the condominium management industry. Julian provides consultancy services to many of Ontario's top condominium developers. He is also well-known for helping, developing and training managers to ensure that they have the requisite knowledge and understanding to meet client and resident needs in this changing industry. Over the course of his career, Julian has worked on over 900 Condominium projects in Ontario.

Julian has been a frequent speaker and presenter at LandPro, Realtor Quest, BILD and CCI \ ACMO events and has served on the CCI-Toronto Chapter board of directors and on the Communications Committee.

Julian.McNabb@Melbournepm.ca 416-546-2126 ext. 102

Matt Newton – Vice President of Operations

Matt Newton – Vice President of Operation



Matt has an extensive background with over 15 years experience in the property management, development and real estate industry. He is responsible for overseeing the regional directors, property managers, and office operations. He is accountable for establishing and maintaining key client relationships with Board of Directors, developers, residents and office staff.

Matt's experience leading personnel development, operational strategies, and crisis management ensures optimal business performance and significant community enhancements are achieved.

Matt is also a licensed real estate agent/broker with over 15 years experience, which will greatly enhance our rental management program.

Matt.Newton@Melbournepm.ca 416-546-2126 ext. 103

Yianni Eracles – Director of Consulting



Yianni comes to Melbourne Property Management with well-rounded experience, having worked in hospitality, media, promotions and over the past 6 years, in property management. In a former role as the sole property manager of a landmark condominium in Mississauga, Ontario and as a resident of a condominium himself, he understands what residents come to expect from their management provider. Yianni appreciates the importance of addressing resident concerns in a timely manner, and with communicating effectively with residents and other stakeholders.

Yianni currently works in the consulting division, providing guidance and assistance to condominium developers to ensure their visions can function operationally.

Yianni.Eracles@Melbournepm.ca 416-546-2126 ext. 104

In November of 2021, the Team at Melbourne Property Management, were honoured to receive the prestigious Toronto Star Readers' Choice 2021 award, as a winner in the Diamond category for Property Management Services.



Earlier this Year, Melbourne Property Management was recognized by the Canadian Business Awards as the winner of their 2022 Best Property Management Company, for Southern Ontario.



Colliers (NASDAQ, TSX: CIGI) is a leading diversified professional services and investment management company. With operations in 64 countries, our 17,000 enterprising professionals work collaboratively to provide expert real estate and investment advice to clients.

For more than 27 years, our experienced leadership with significant inside ownership has delivered compound annual investment returns of 20% for shareholders. With annual revenues of \$4.1 billion and more than \$50 billion of assets under management, Colliers maximizes the potential of property and real assets to accelerate the success of our clients, our investors and our people.

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Accelerating success.



Our land experts **have you covered.**

We think and act differently to deliver exceptional results.

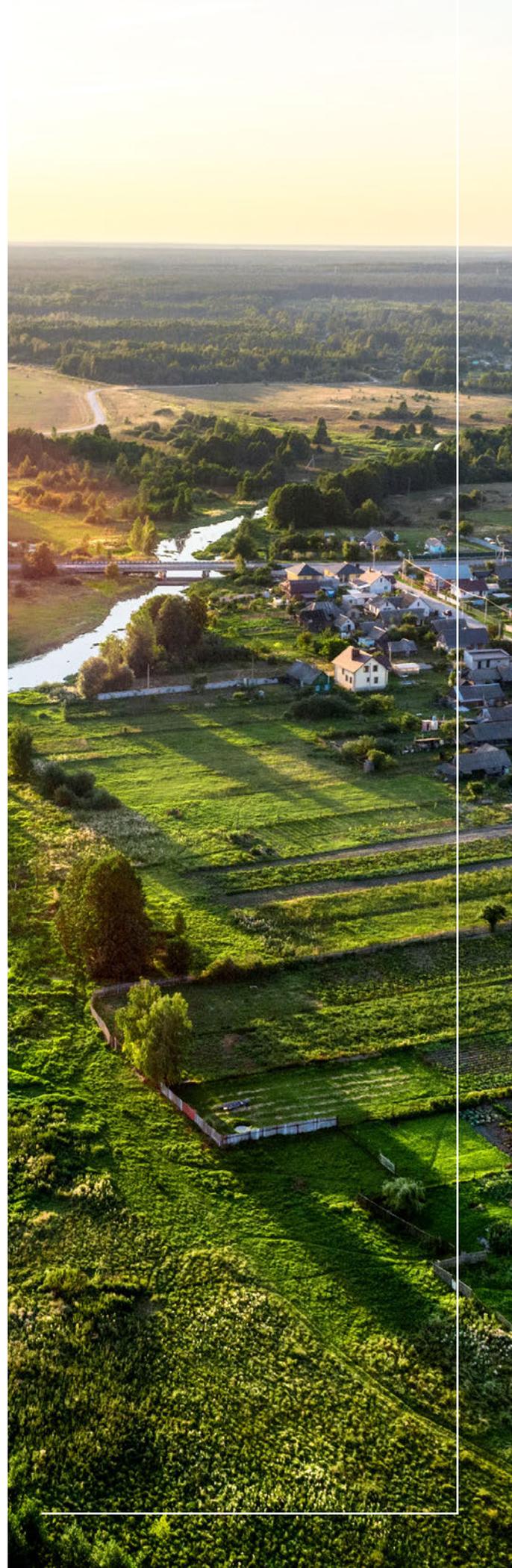
At Colliers, we are enterprising.

We build our client relationships on a foundation of memorable services and enduring trust. Our team brings unparalleled market knowledge and substantial previous successes in your land disposition and valuation needs.

What sets us apart is not what we do, but how we do it. Our people are passionate, take personal responsibility and always do what's right for our clients, people and communities.

Our approach is collaborative, nimble and informed by uncommon knowledge. By aligning with your core needs, we develop and strategies that maximize the value of your property while protecting and enhancing land values.

At Colliers, we **accelerate success.**





We see value where others don't.

We tap into our vast network of qualified buyers and award-winning marketing capabilities to generate targeted interest in your property and obtain the best return on your investment.

Our complete service platform, collaborative approach and commitment to client satisfaction make for a seamless transaction process. You can count on our deep market knowledge and industry-leading insights to help you command the highest value for your asset. Our Colliers experts will ensure that you:

- Reach more buyers
- Maximize your returns
- Mitigate your risk

Maximize the value of your property, minimize your risk and meet – even exceed – your investment goals.

A commercial real estate lease or sale is often a landmark event for a company—representing a new office, a new facility or a new avenue for pursuing and generating business.

Colliers has sales and leasing professionals specializing in every asset class.

What we do:

- Facility relocations and acquisitions
- Build-to-suit
- Lease renegotiations and renewals
- Dispositions and subleases
- Space expansion and consolidation
- In-depth location analysis
- Supplier/employee mapping
- Business unit analysis/workplace design
- Employee surveys
- Lease and operating cost audits
- Construction and maintenance supervision
- Asset resolution
- Sustainable building practices/ LEED® certification



Colliers Canada

Colliers provides real estate services globally, maximizing the potential of property to accelerate the success of our clients and our people.

Colliers is Canada's largest commercial real estate services company. In 2019 alone, Colliers concluded 5,804 sale and lease transactions on behalf of investors and occupiers totaling more than USD\$11.8 billion across Canada. Colliers handled 5,900 property valuations in 2019 and currently manages 61.2 million square feet of property across Canada.

Our services:

- Property Sales
- Landlord Representation
- Real Estate Management Services
- Asset Advisory Services
- Valuation & Advisory Services
- Project Management
- Development Management
- Strategic Advisory
- Occupier Representation
- Corporate Solutions
- Workplace Strategy
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- Commercial Strata, Condo Sales
- Hotels
- Research
- Property Marketing

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Substantive Hours are at the participant's discretion.**

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Association
of Architects

ONTARIO ASSOCIATION OF ARCHITECTS

Eligible for 6 Structured Learning Hours.



LANDPRO 2022

WELCOME & OPENING
REMARKS:
MASTER OF CEREMONIES

Chris Kamarianakis

CEO & Master of Ceremonies, Protect Your
Boundaries

Ahmad Aslam

Partner, Zeifmans



OPENING REMARKS



CHRIS KAMARIANAKIS

CEO

Protect Your Boundaries

Role:

Welcoming Remarks & Master of Ceremonies



AHMAD ASLAM

Partner

Zeifmans

Role:

Welcoming Remarks

LANDPRO 2022

KEYNOTE:

ECONOMIC UPDATE

9:00 A.M. - 9:45 A.M.

Ben Tal

Deputy Chief Economist
CIBC World Markets Inc.

01

SPEAKER



BEN TAL

Deputy Chief Economist,
CIBC World Markets Inc.

Keynote:

Economic Update

Mr. Tal is responsible for analyzing economic developments and their implications for North American fixed income, equity, foreign exchange and commodities markets. He also acts in an advisory capacity to bank officers on issues related to wealth management, household/corporate credit and risk.

Well-known for his ground-breaking published research on topics such as labour market dynamics, real estate, credit markets, international trade and business economic conditions, Mr. Tal not only contributes to the conversation but also frequently sets the agenda.

He has close to 20 years of experience in the private sector advising clients, industry leaders, corporate boards, trade associations and governments on economic and financial issues. National and global media regularly seek him out for his insight and analysis on economic issues that impact financial markets, consumers, corporations and public policy. He is also a frequent lecturer in the economic programs of various Canadian universities.

Mr. Tal is a member of the Economic Committee of The Canadian Chamber of Commerce, The Economic Development Committee of the Toronto Board of Trade. He is also a member of board of Governors of Junior Achievement of Central Ontario, and a board member of the Toronto Financial Services Alliance.



Where in the world are we?

Benjamin Tal

March 2022

0

So, what do we have here...

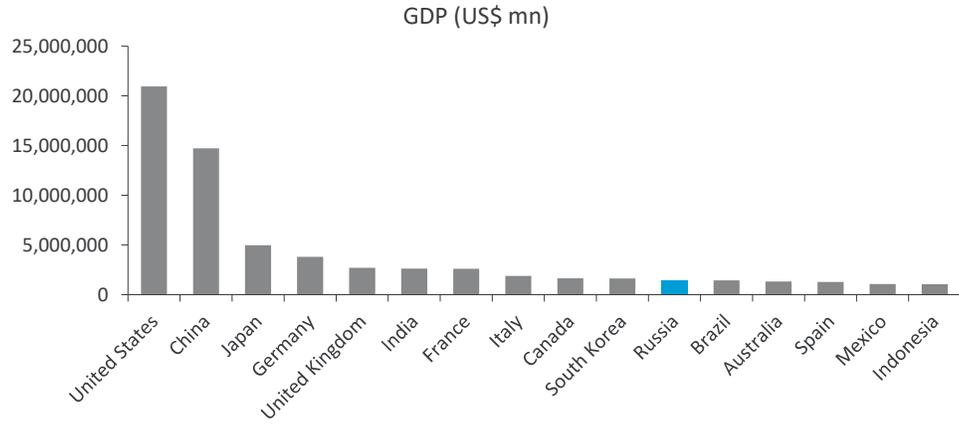
- Putin
- The virus
- Inflation
- Interest rates: speed is key
- Real estate: what's reasonable at this point?
- The immigration factor



1

1

Russia – not exactly an economic power house



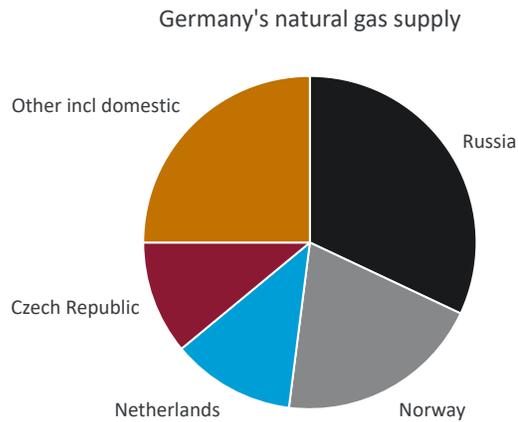
Source: World Bank



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2

Putin can turn the lights off on Germany – for now



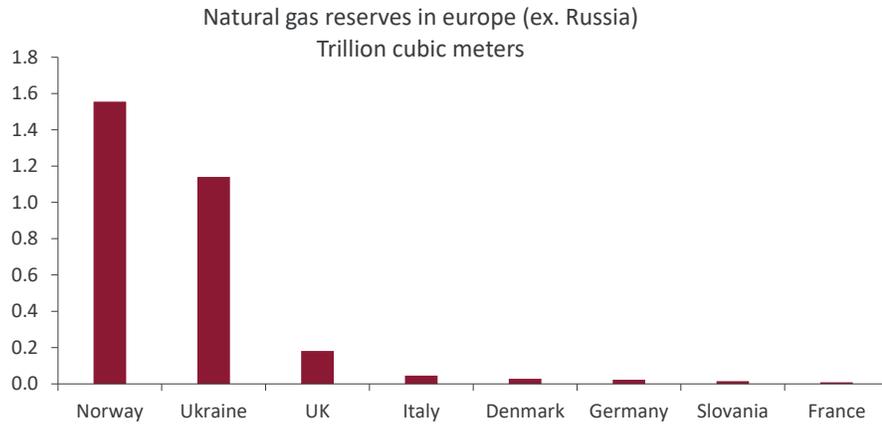
Source: ICIS, CIBC



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3

Ukraine is sitting on a lot of natural gas



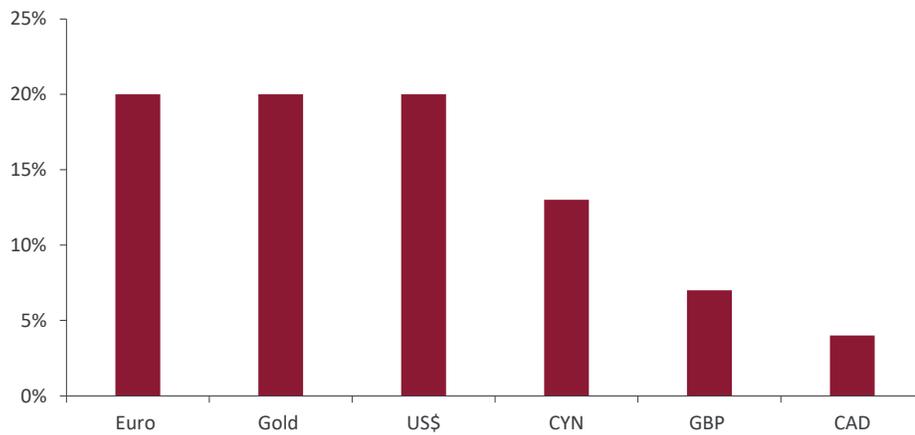
Source: ICIS, CIBC



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Russia's FX position

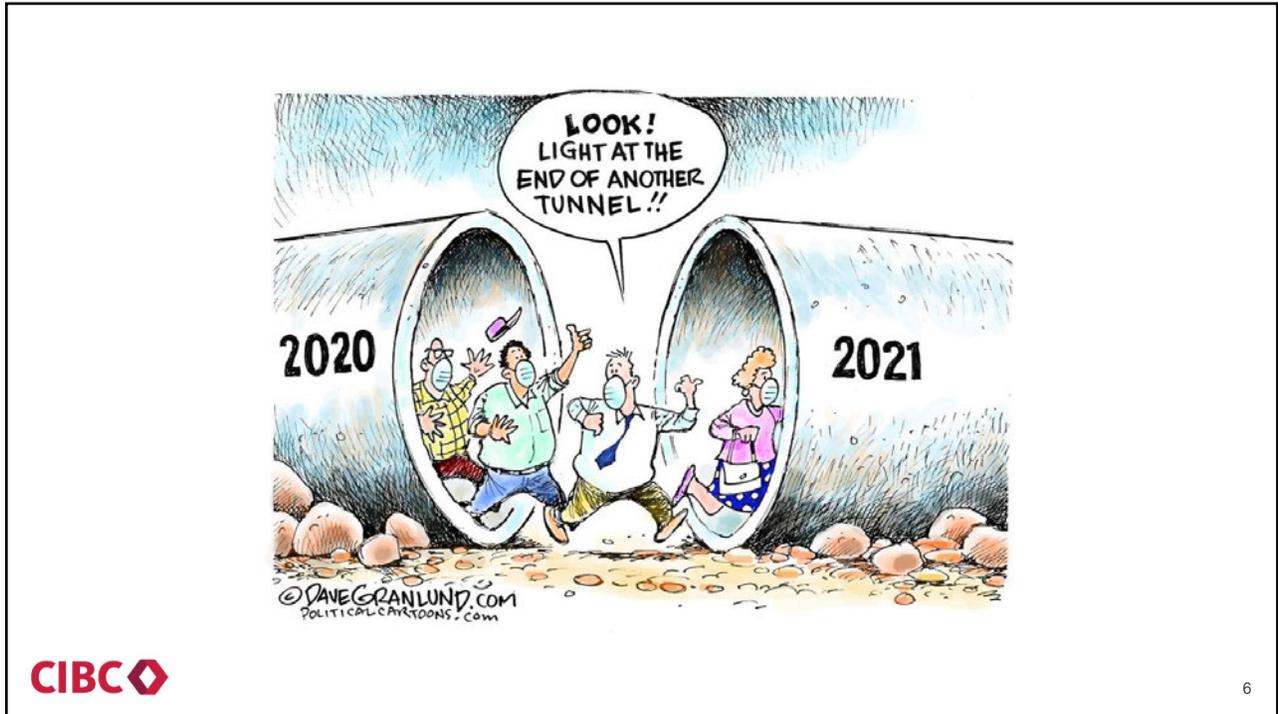


Source: CBR, CIBC

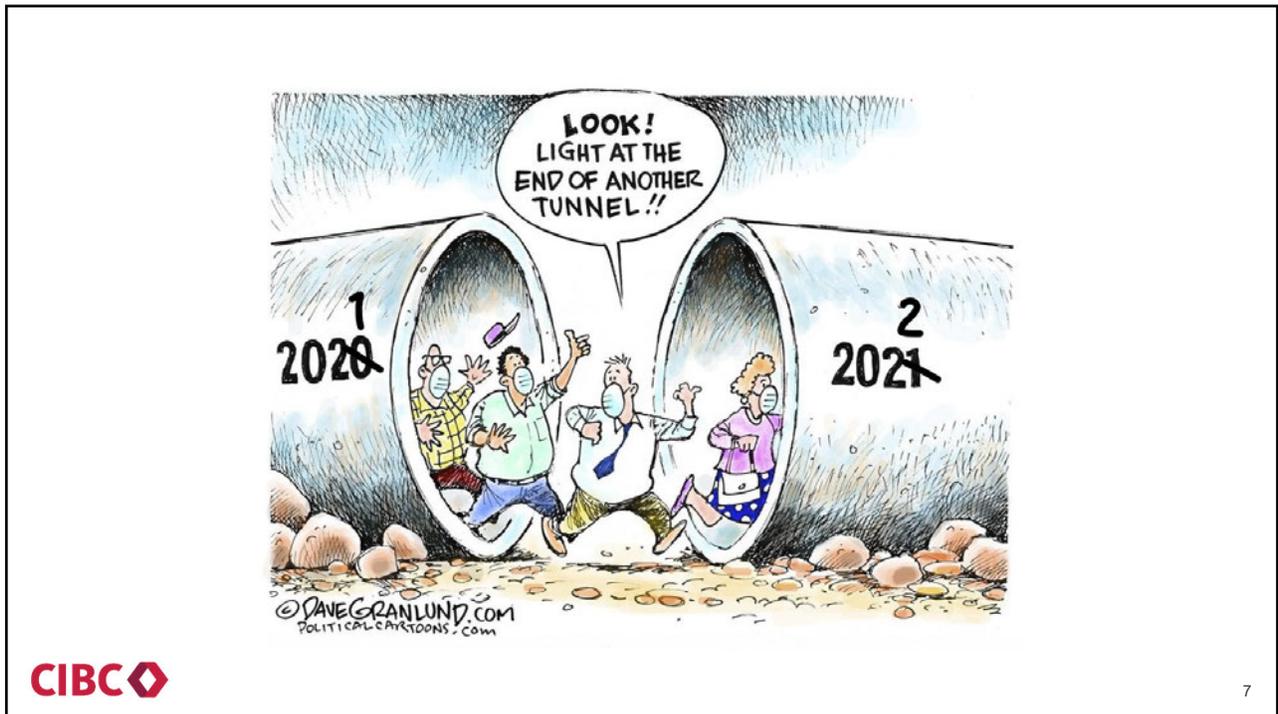


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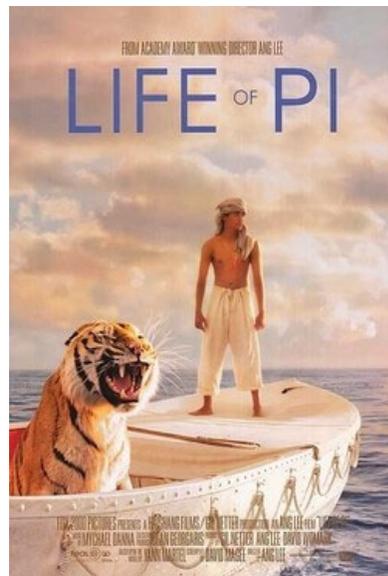
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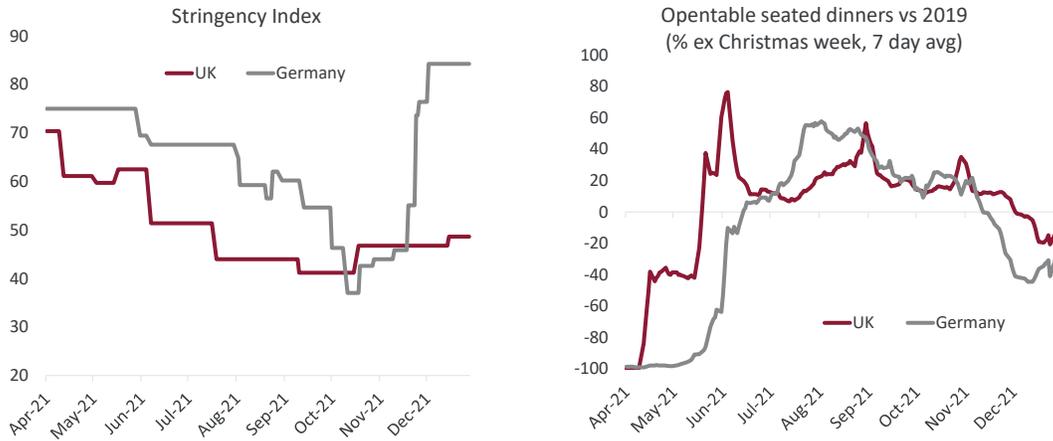
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9

It's Not Just Lockdowns, It's Also the Fear Factor (and Absenteeism)

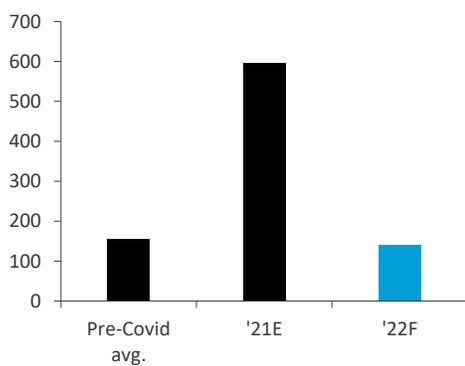


Source: Bloomberg, CIBC



Demand shock is a challenge to a debilitated supply system

Real goods consumption, annual growth (\$bn saar)



US Supply chain index, standard deviations from norm*



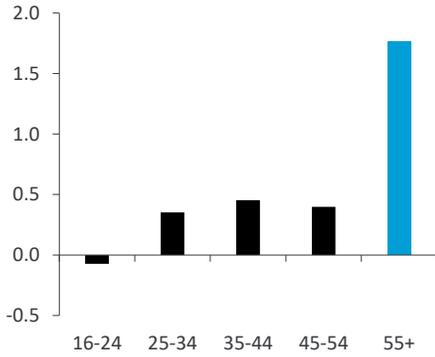
Source: BEA, Census Bureau, ISM, Bloomberg, CIBC.

*Supply chain index averages the number of standard deviations from normal for several supply-side indicators.

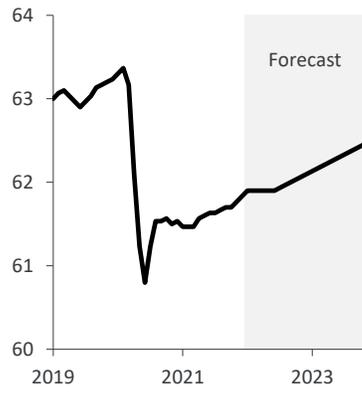


Older American workers exit the labour market and might not return

Change in labor force needed to recoup 2019 participation rate (by age, millions)



Participation rate (%)

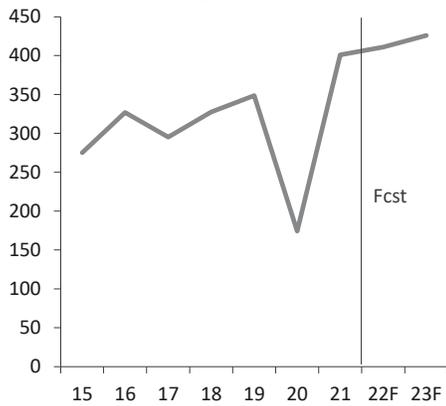


Source: BLS, CIBC

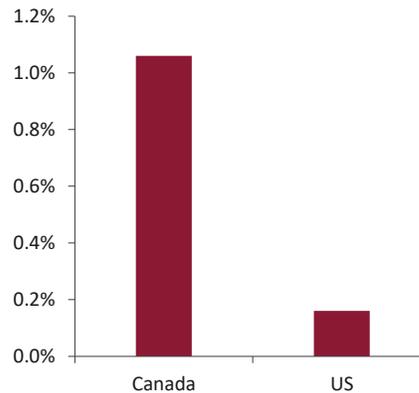


Strong immigration growth

New immigrants (000s)



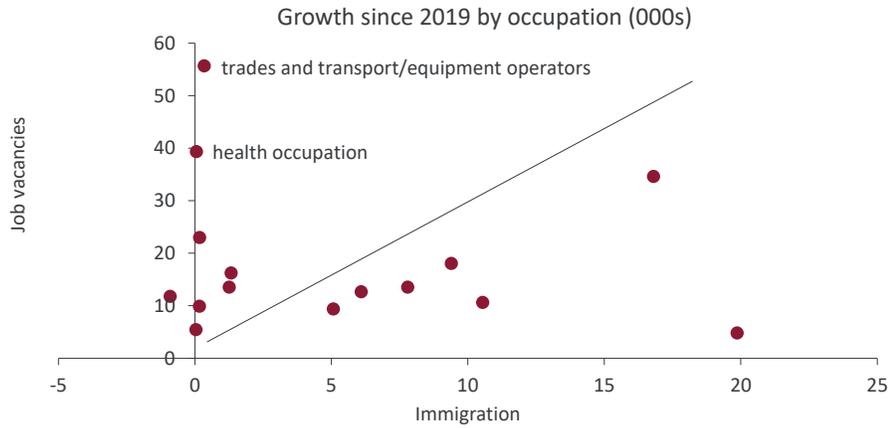
2021 Immigration per capita



Source: Statistics Canada, CIBC



Reasonable alignment between job vacancies and immigration skill set — with some exceptions



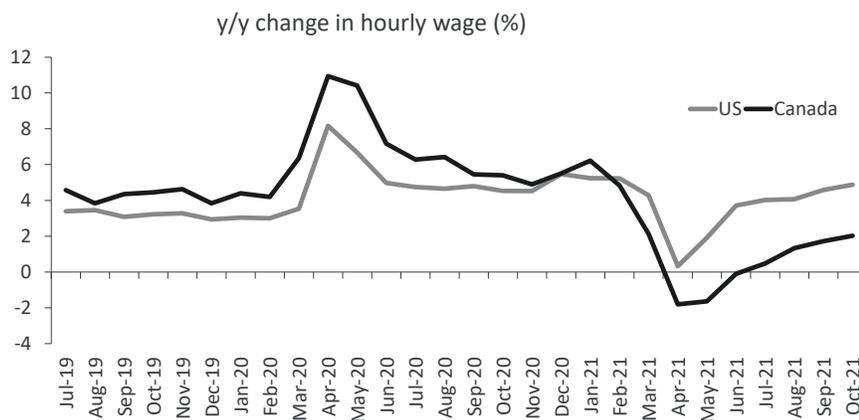
Source: Statistics Canada, IRCC, CIBC



14

14

Wages: Rising faster south of the border



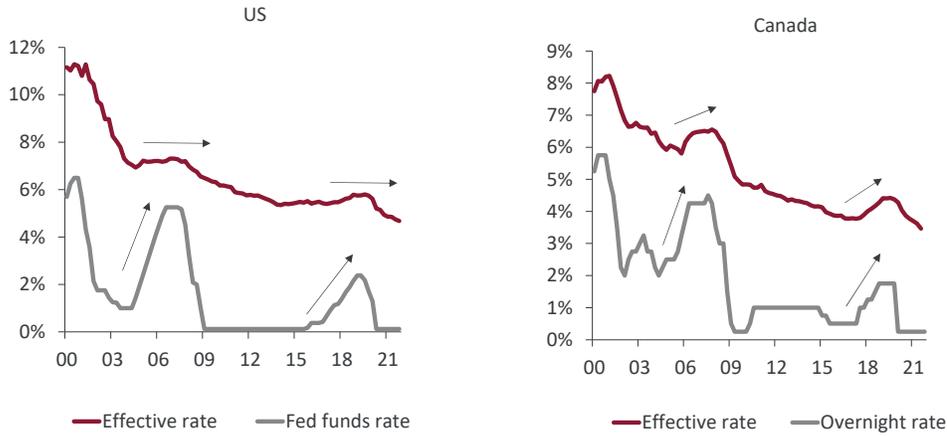
Source: BLS, Statistics Canada, CIBC



15

15

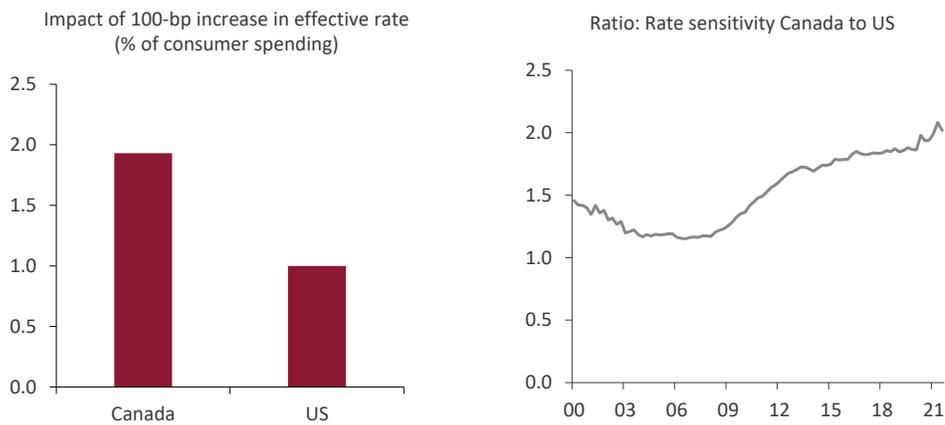
Effective rate less responsive to higher policy rates in US



Source: BEA, Federal Reserve, Statistics Canada, Bank of Canada, CIBC



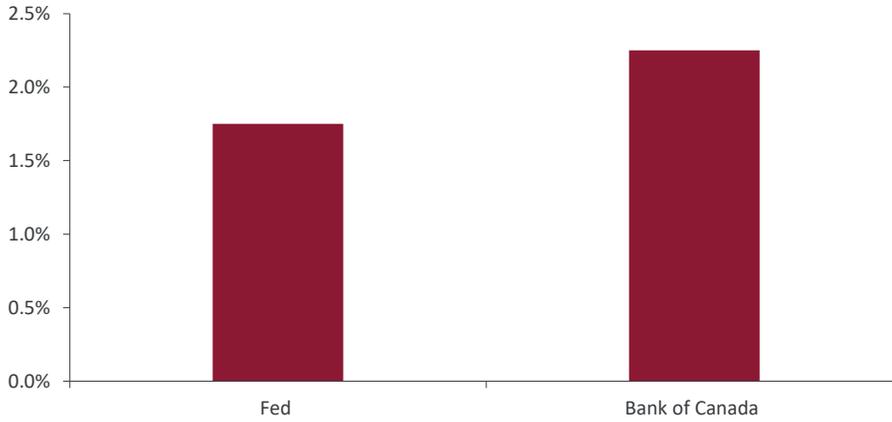
Canada more sensitive to higher interest rates than the US



Source: BEA, Statistics Canada, CIBC



Terminal rate expected by the market ---does it make sense?



Source: Bank of Canada, Federal Reserve, CIBC

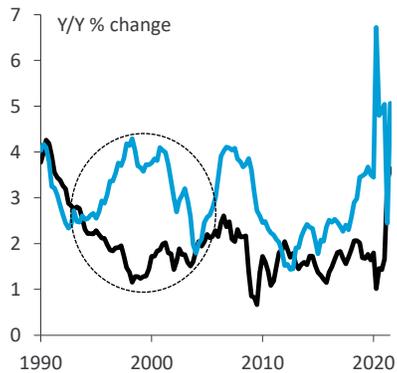


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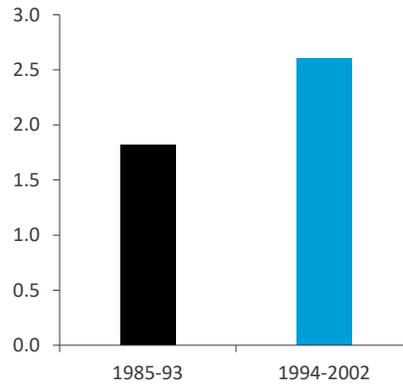
18

Productivity – an inflation shield

— Core PCE prices
— Avg. hourly wages, production employees



Productivity
(Avg. Y/Y % change)



Source: BEA, BLS, CIBC



19

19

Early stages of labor-capital substitution?



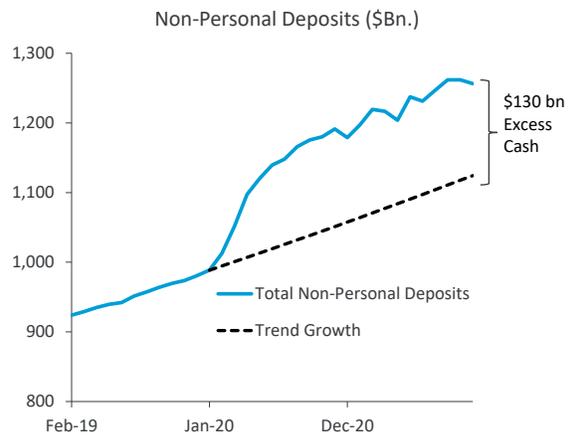
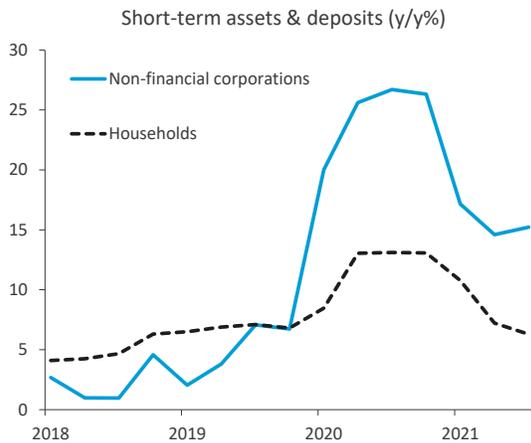
Source: BEA, AMT, CIBC



20

20

Canadian businesses sitting \$130bn in excess cash



Source: Bank of Canada, Statistics Canada, CIBC



21

21

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LANDPRO 2022

PRESENTATION:
**2022 MARKET UPDATE: WHERE
THE MARKET IS WHAT'S
TRENDING AND WHAT WE'RE
LIKELY TO SEE IN
THE NEXT 12 MONTHS IN THE GTA**

9:45 A.M. - 10:00 A.M.

Jeremiah Shames
Vice President
Private Capital Investment Group

02

SPEAKER



JEREMIAH SHAMESS

Vice President

Private Capital Investment Group

Presentation:

2022 Market Update: where the market is what's trending and what we're likely to see in the next 12 months in the GTA

Jeremiah Shamesse leads a team at Colliers Private Capital Investment Group, a team of 6 professionals in the sale of buildings and re-development land in the GTA and downtown Hamilton. Since the team inception, the team has closed 52 sales valued at \$708,000,000, resulting in the top team in Eastern Canada for Middle-Market Investment Sales (of office, retail and land). Some of their noteworthy clients include Canadian Tire, Silver Hotel Group, Marlin Spring Development, One Properties (AIMCO) and Greybrook, among others.

In 2018, Jeremiah was ranked in Colliers' "Top 6 under 6," recognizing him as one of the top real estate sales professionals in the country with less than six years tenure at Colliers, the largest commercial real estate firm in Canada by number of brokers. In 2019 and 2020, Jeremiah was recognized in the top 10%, and 15% respectively for Colliers, the top 0.2% and 0.5% respectively for Toronto Regional Real Estate Board.

His experience with a vast array of building sales, redevelopment properties, and land dispositions allows Jeremiah to maximize value, mitigate risk and increase the probability of successful sales. His team increases value from unsolicited offers through their proven disposition process that protects land and building owners.

Jeremiah, along with his team, the Colliers Private Capital Investment Group offer clients the capabilities to capitalize on the current GTA market. He leads a full-service land brokerage team within the Group, specializing in the areas of:

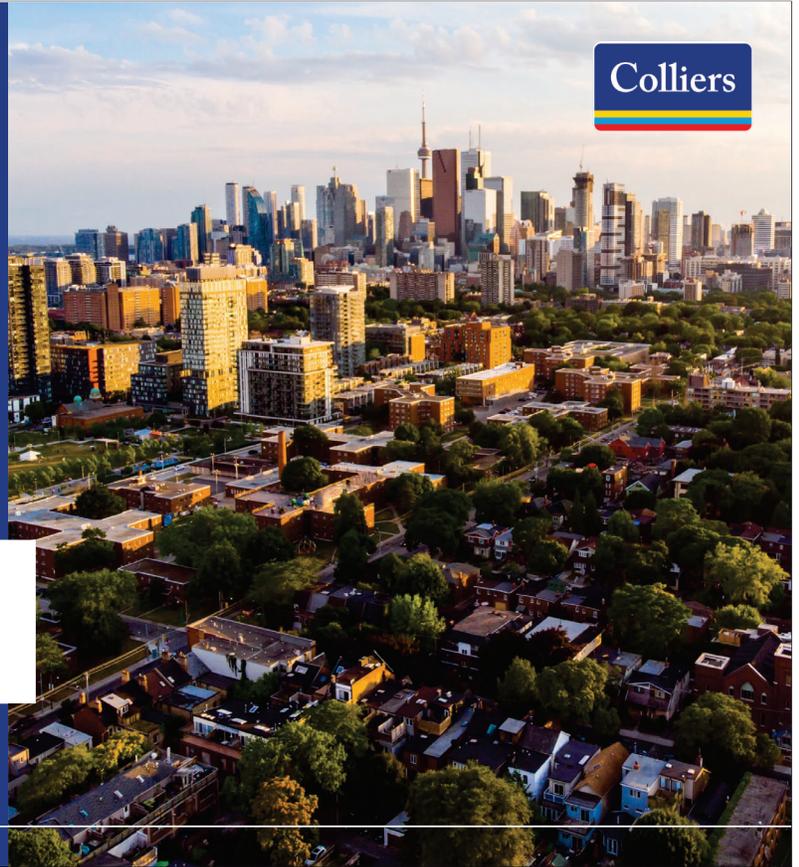
- Re-development Land
 - Mixed-Use Investment Properties
 - Retail Investment Sales
 - Office Investment Sales
 - Historic Property Repositionings
 - Land Assembly Strategies
 - Highest and Best Use Studies
 - Market Analysis
-

GTA Land Market Update

LandPRO 2022 Conference

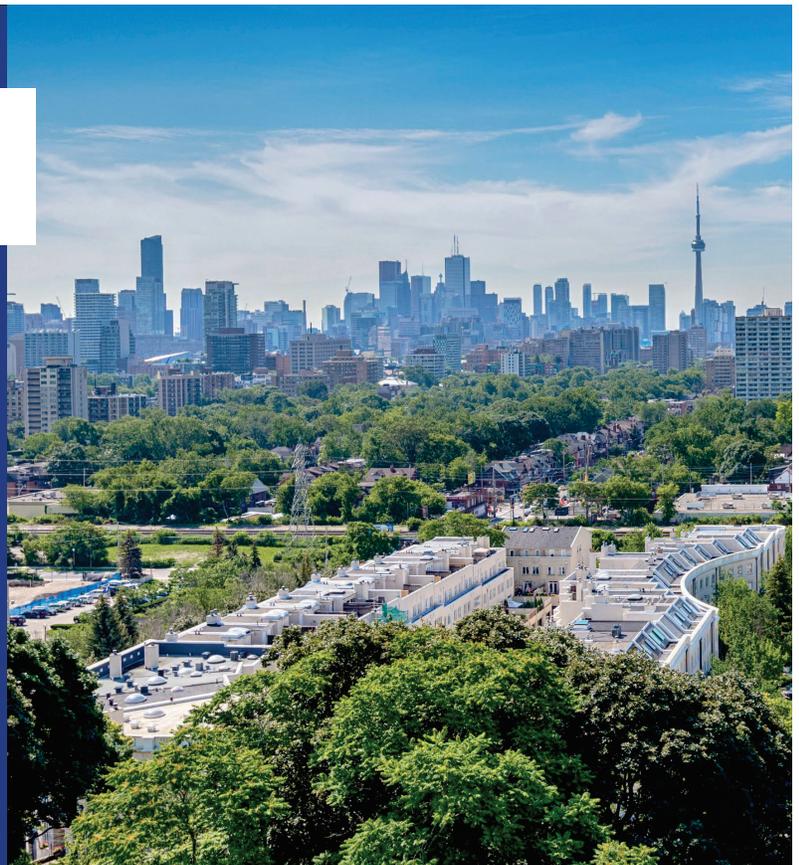
Presented by: **Jeremiah Shames**
Senior Vice President
Private Capital Investment Group
Colliers Canada

Accelerating success.



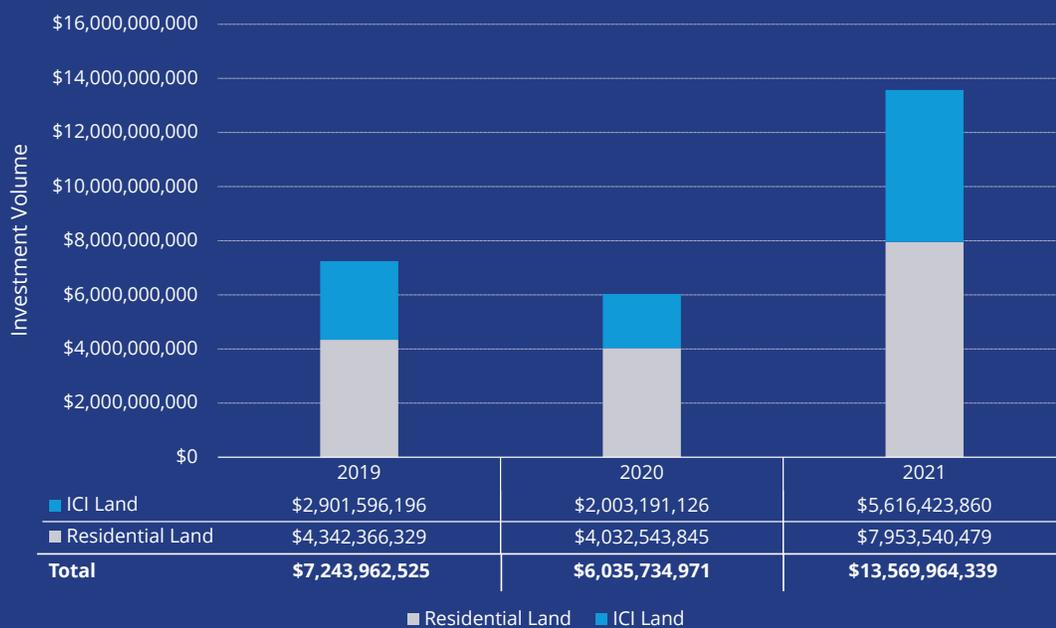
What's inside?

- 01 GTA Land Investment Volume
- 02 Historical Trends
- 03 2021 Impact
- 04 Key Takeaways & Forecast



\$13.6 Billion

GTA Land Investment Volumes by Year



With a slow 2020, low interest rates and regained economic activity led to a strong 2021.

Source: Real Capital Analytics, Altus Data Studio (Market Transactions), Colliers, Q1 2022.

Average Price in Toronto

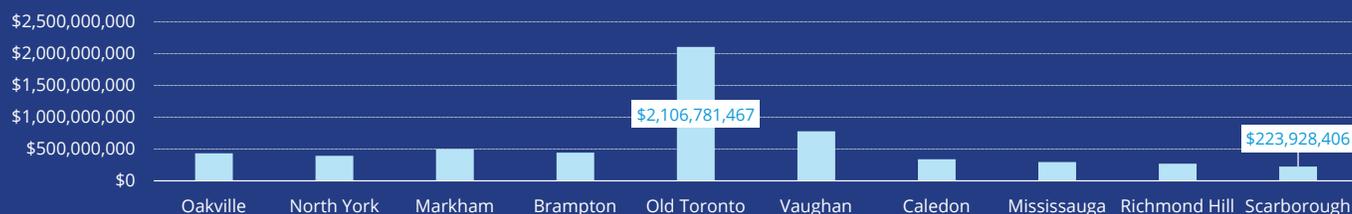
Asset	2019	2020	2021	YoY
Multifamily (Avg \$/Unit)	\$319K	\$339K	\$356K	↑
ICI- Land (Avg \$/Acre)	\$4.0M # Transactions: 351 Volume: \$2.9 Billion	\$3.1M # Transactions: 321 Volume: \$2.0 Billion	\$1.6M # Transactions: 501 Volume: \$5.6 Billion	↓
ICI-Land (Avg \$/SF - Buildable)	\$232	\$183	\$116	↓
Res-Land (Avg \$/Acre)	\$23M # Transactions: 416 Volume: \$4.3 Billion	\$22M # Transactions: 387 Volume: \$4.0 Billion	\$18M # Transactions: 536 Volume: \$7.9 Billion	↓
Res-Land (Avg \$/SF - Buildable)	\$97.5	\$118	\$129	↑

Source: Real Capital Analytics, Altus Data Studio, Colliers, Q4 2021.

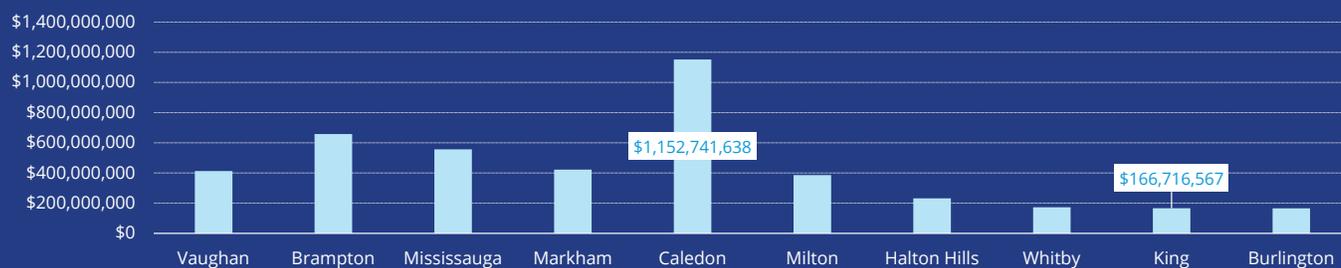


2021 Highest Volumes by GTA Locations

Residential Land

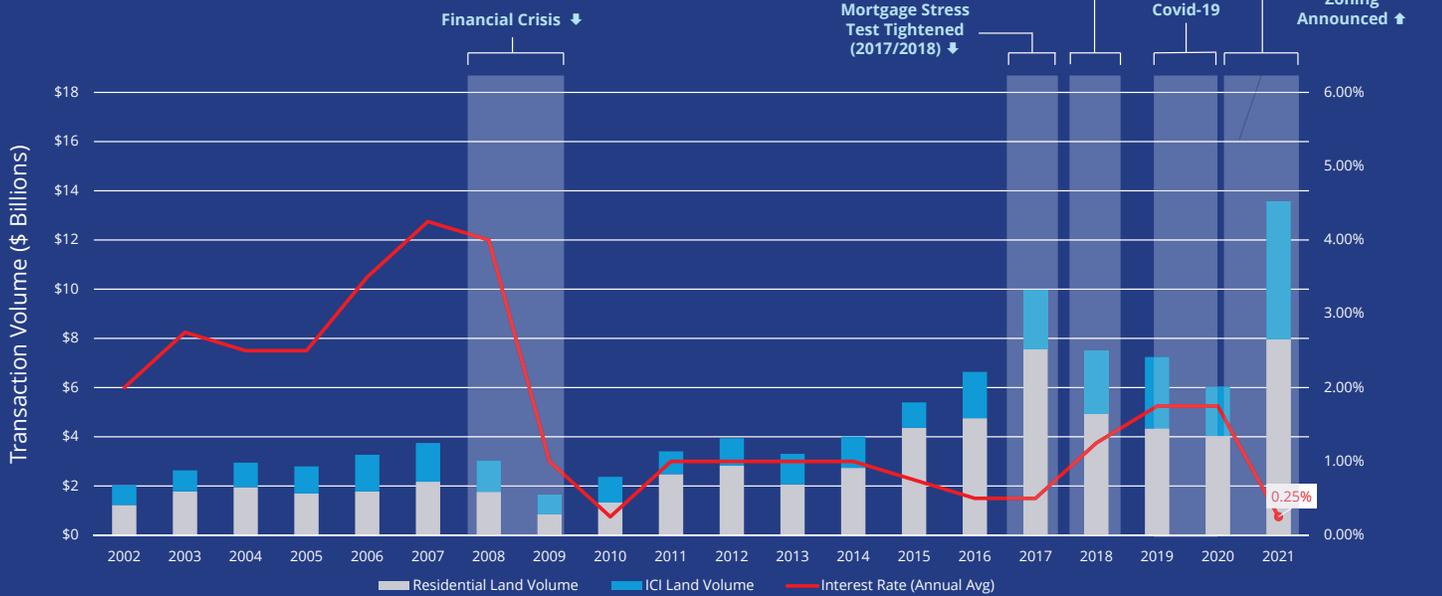


ICI Land



Source: Altus Data Studio (Market Transactions), Colliers, Q1 2022.

Transaction Volume vs Interest Rates



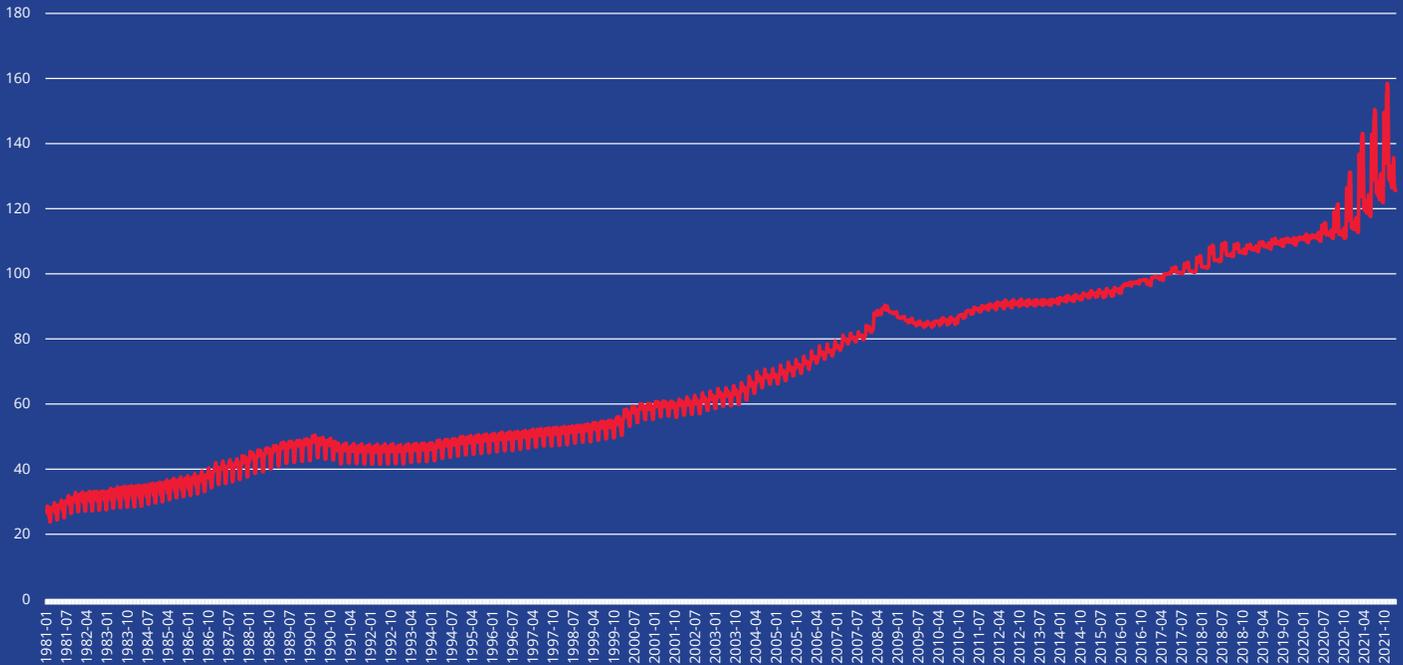
Source: Real Capital Analytics, Altus Data Studio (Market Transactions), Colliers, Q1 2022.

Average PPSF Buildable vs Interest Rates



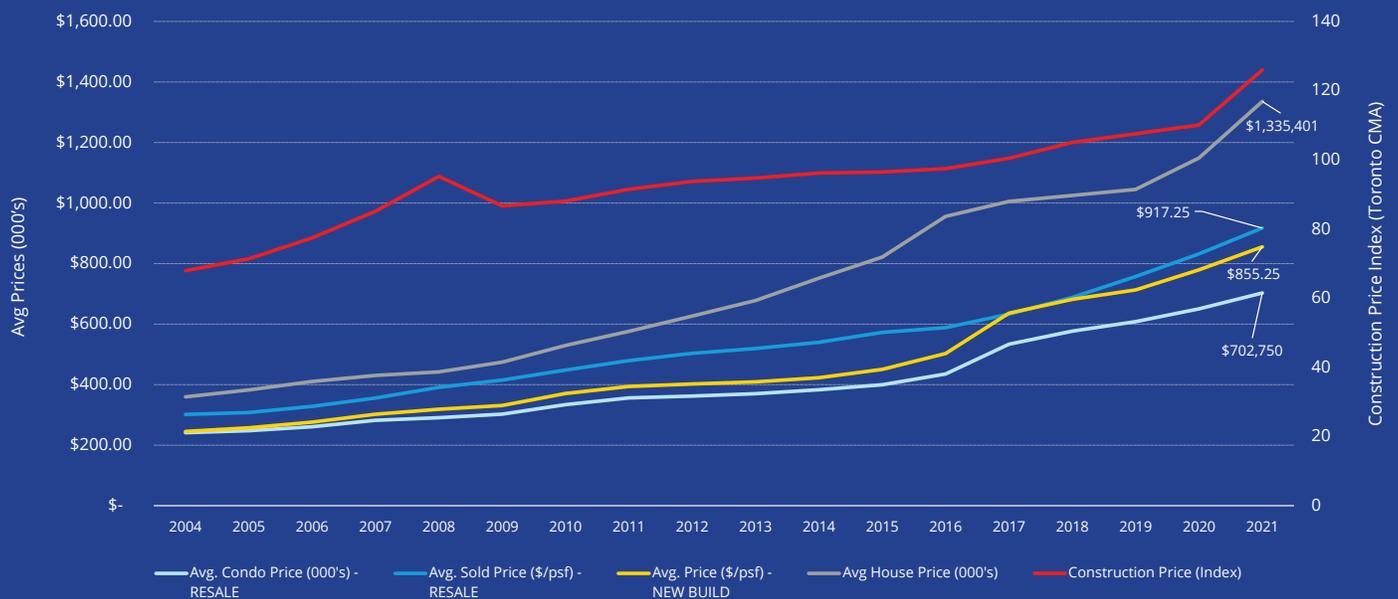
Source: Real Capital Analytics, Altus Data Studio, Colliers, Q4 2021.

Toronto Construction Price Index



Source: Toronto CMA

Historic Average Condo & Housing Prices



Source: Real Capital Analytics, Altus Data Studio, CMA, Colliers, Q4 2021.

GTA Land Distressed Deals Rising

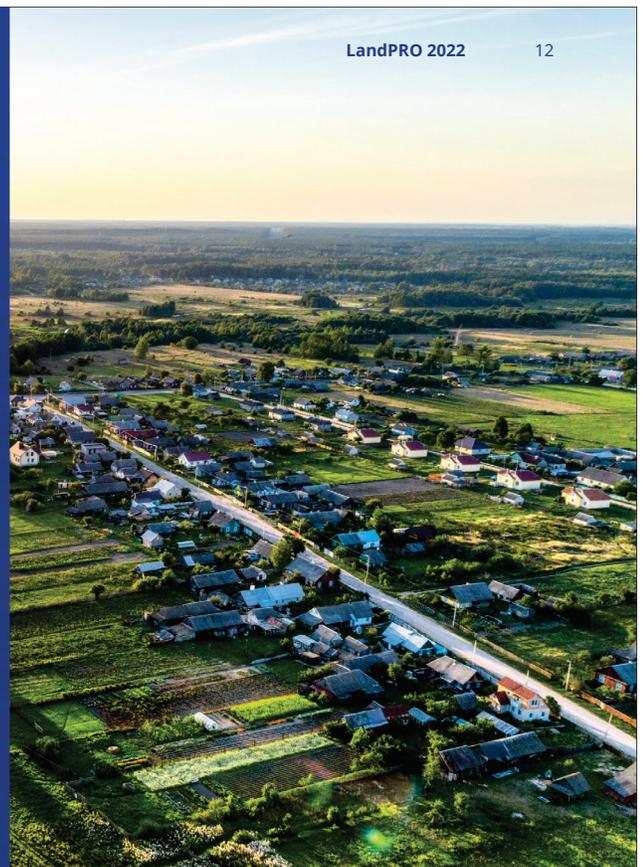


Source: Altus Data Studio, Q4 2021.

2022 Impact

- Interest Rates at all time low**
Will we rise into a recession?
- 2021 Debt Was Cheap**
- Inclusionary Zoning**
Announced in 2021, accelerated transaction volume

- Construction Costs on the Rise**
Where is the skilled labour and non-unionized labour?
- Changes to Foreign Buyers Tax?**
Too many elections in place.
- Demand is there, Supply is not**



Key Takeaways & Forecast



Investors searching for yield, but low interest rates & introduction of inclusionary zoning helped increase transaction volume for 2021



As 2022 unravels, rate hikes & new zoning/development laws are expected to impact transactions



Watch out for potential Canadian capital gains tax & changes to the U.S. 1031 Exchange Rules, Overnight rate hikes

Colliers

At Colliers, we are **enterprising.**

We maximize the potential of property to accelerate the success of our clients and our people.

Our expert advice to property occupiers, owners and investors leads the industry into the future.

We invest in relationships to create enduring value. What sets us apart is not what we do, but how we do it. Our people are passionate, take personal responsibility and always do what's right for our clients, people and communities. We attract and develop industry leaders, empowering them to think and act differently to drive exceptional results. What's more, our global reach maximizes the potential of property, wherever our clients do business.

Jeremiah Shamesse *
 Senior Vice President | Private Capital Investment Group
 +1 647 884 5449
jeremiah.shamesse@colliers.com

collierscanada.com

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LANDPRO 2022

PRESENTATION:
STRATA PARKS

10:00 A.M. - 10:30 A.M.

Paul Ferris
Principal
Ferris + Associates Inc.

03



SPEAKER



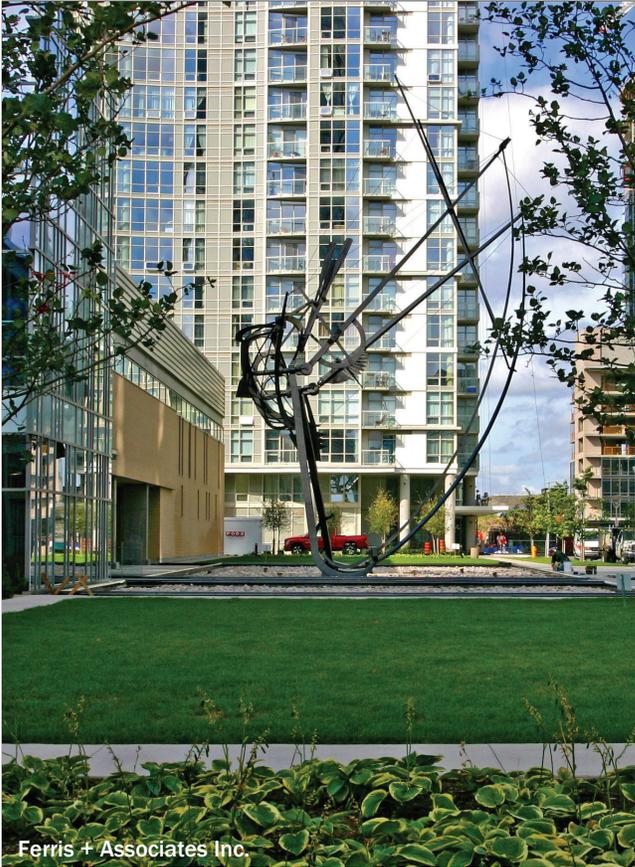
PAUL FERRIS

Principal
Ferris + Associates Inc.

Presentation:
Strata Parks

Mr. Ferris plays a major role in the conceptual design development, municipal approvals, the design adaptations, and the coordination with the numerous client-consultant groups. He participates in approvals and public meetings, overseeing projects throughout the final development.

In the past he has been responsible for the design development, approvals and implementation of the landscape for the Air Canada Centre, the National Trade Centre, and the Niagara Fallsview Casino Resort. His experience with detailed design and municipal approvals can be demonstrated through numerous condominium development projects in this area of the City and has an excellent working relationship with the staff at City Planning and Urban Design. He is a member of the Ontario Association of Landscape Architects and the Canadian Society of Landscape Architects. Paul was also an inaugural member of the City of Toronto Design Review Panel (2007 to 2011).



Strata Parks

An Overview

Agenda

History 01

Public Parks

The Toronto Experience 02

1960's and Present

Technical Issues 03

Limitations

Why Now? 04

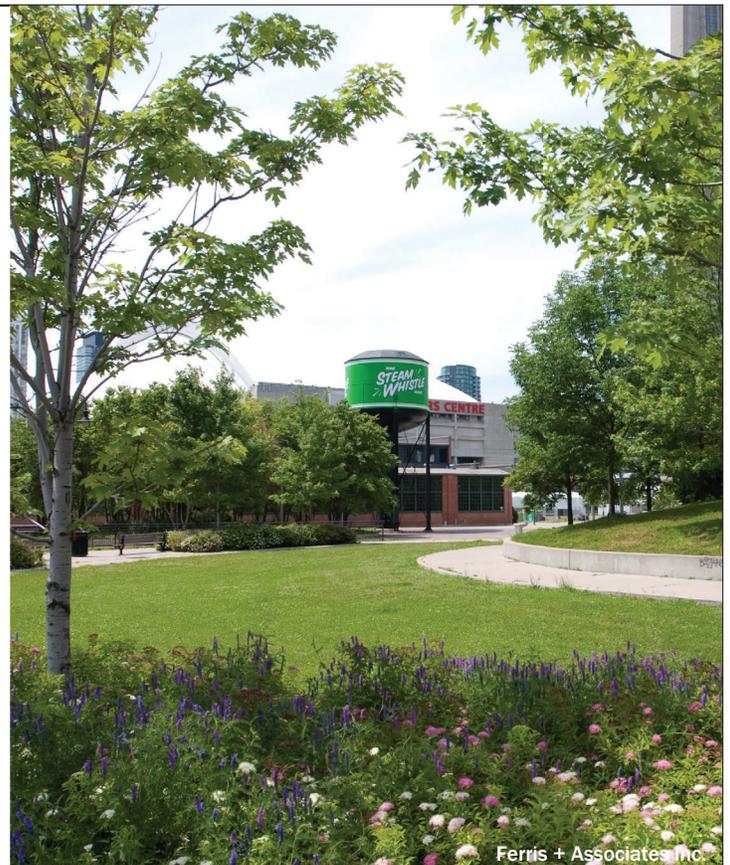
The Realities of Intensification

Responsibilities 05

Who Benefits?

The Future 06

Going Forward





01 History

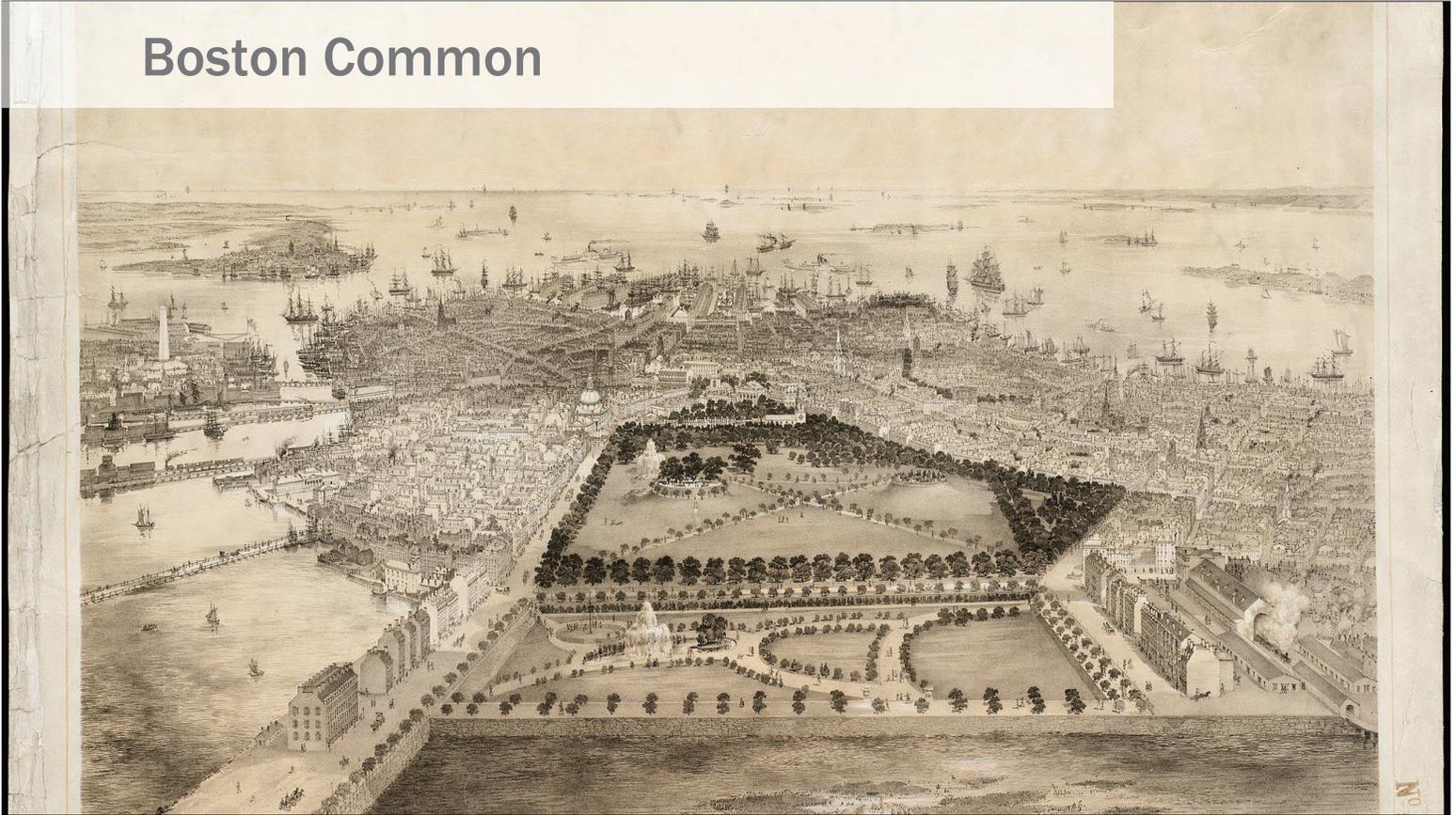
Public Parks

Industrial Revolution

- The Industrial Revolution and mass movements of the population towards urban areas meant that millions of people, in many cities, did not have access to nature, or to a quiet haven in an often polluted, agitated and grey environment.
- A school of thought known as “social hygiene” sparked a public debate on the living conditions and health of the population and tried to launch wide-ranging initiatives in urban areas.
- The first, modern, public parks were created in the United Kingdom in the mid-nineteenth century to provide an environment that would help improve their physical and mental health.



Boston Common



Ferris + Associates Inc.

02 The Toronto Experience

1960's and Present

What is a Strata Park?

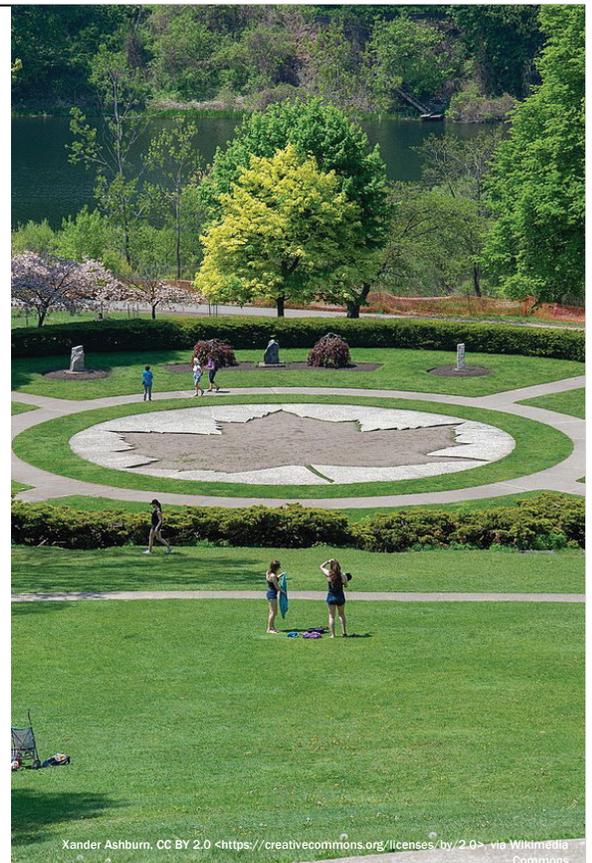
Strata Park means a publicly owned parkland located on top of buildings or structures, including but not limited to parking garages.

The Strata component of this definition refers to the horizontal delineation of ownership, as it is described in the Ontario Condominium Act.

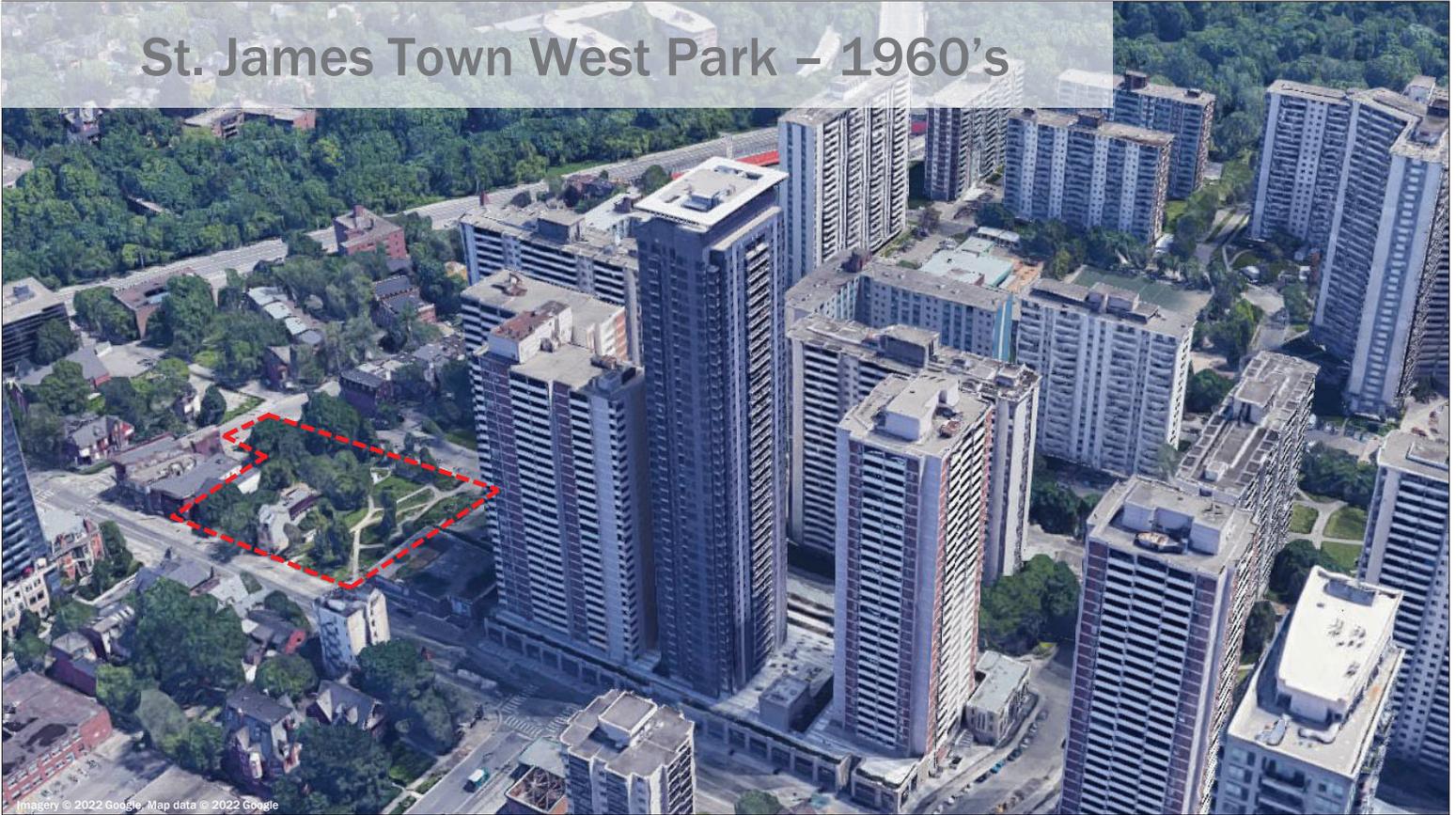
-Law Insider

**Toronto
1960's**

Parks are considered an essential element of modern cities.

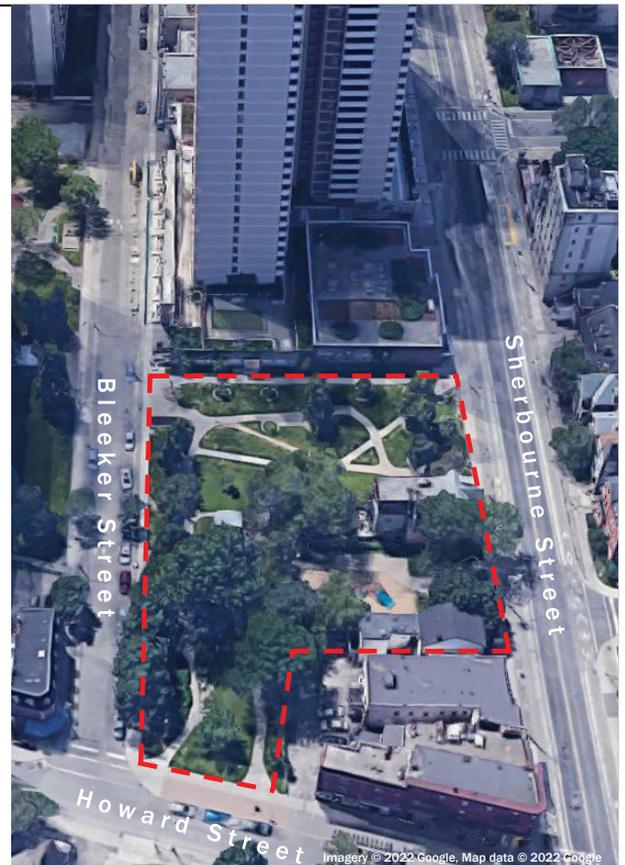


St. James Town West Park – 1960's



St. James Town West Park

- A 1960's development that **leased** the strata surface to City as Parkland
- A majority of the park is located above an existing private parking garage, which will be undergoing rehabilitation of its roof membrane
- The existing one-acre park will be removed and will require renewal
- This stratified land tenure and construction above existing garage is a key constraint in the Park design
- The lease was extended by 143 years





View Looking South from Howard



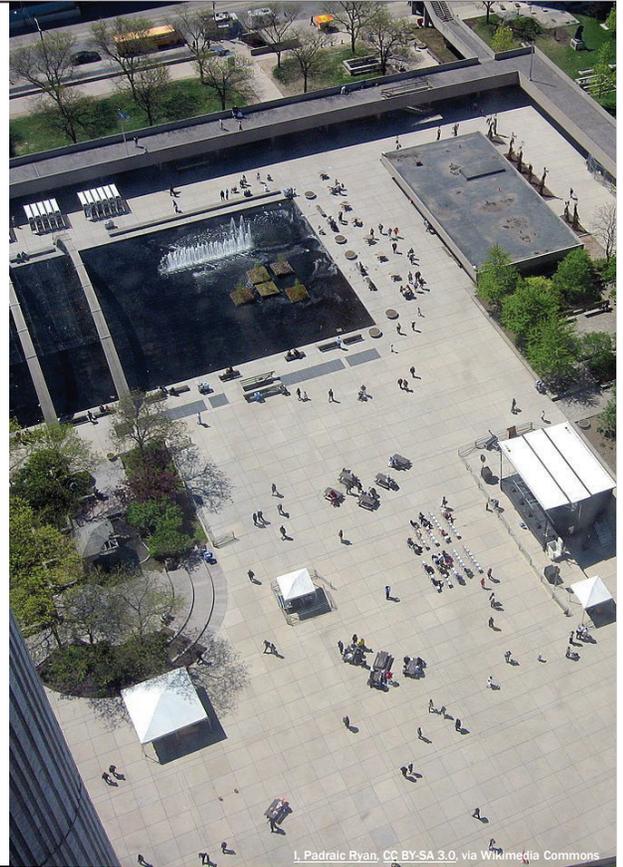
View Looking East from Sherbourne

Toronto City Hall - 1965



Toronto City Hall

- Large public plaza and park edges on underground garage
- Uses raised floor system
- Compartmentalizes other uses
 - Water feature / skating rink
 - Planting areas
 - Peace Garden
 - Concession building
- Perimeter in ground soil system



SkyDome Hotel Deck Park - 1990



SkyDome Hotel Deck Park

- Addition of Hotel to SkyDome triggered park requirement
- Very large span over rail corridor
- Structural load
 - “What does a tree weigh with leaves?”*
- Drains did not work until load applied



Light Weight Insulation Fill



Depth of Soil



Site Inspection



Completion



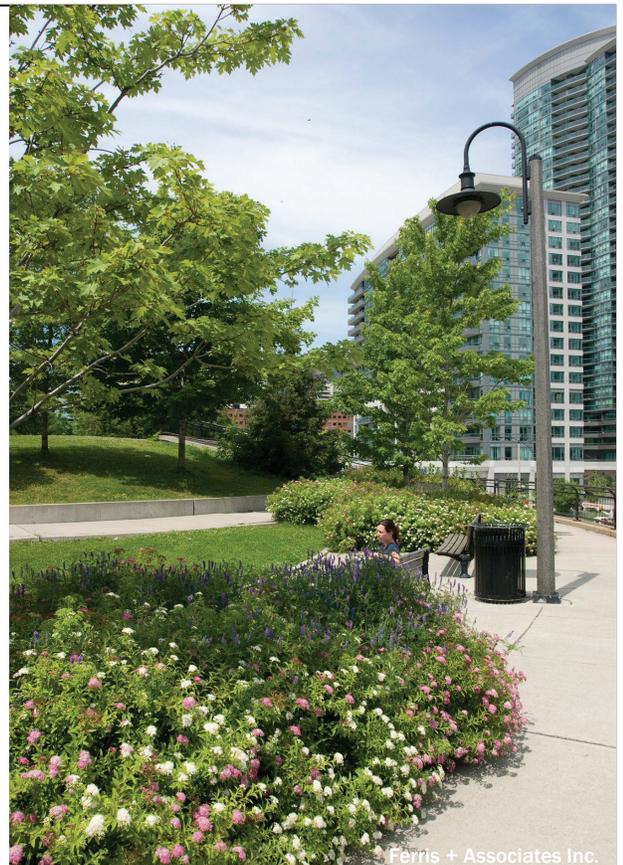
2005

Roundhouse Park (MTCC) - 1997



Roundhouse Park

- Originally known as Central Park modelled on Queens Park
- City requesting 5'-0" soil throughout
- Convention Hall 90' x 90' grid
- Structural Costs \$1 million/ft. of cover
- OMB Hearing Negotiated:
 - 2'-0" for turntable
 - 3'-0" Generally throughout
 - 5'-0" Around Edges
- Roundhouse 2/3 demolished & rebuilt
- Park accommodated rail exhibit
- Biggest issues: Waterproofing and medium for tree growth





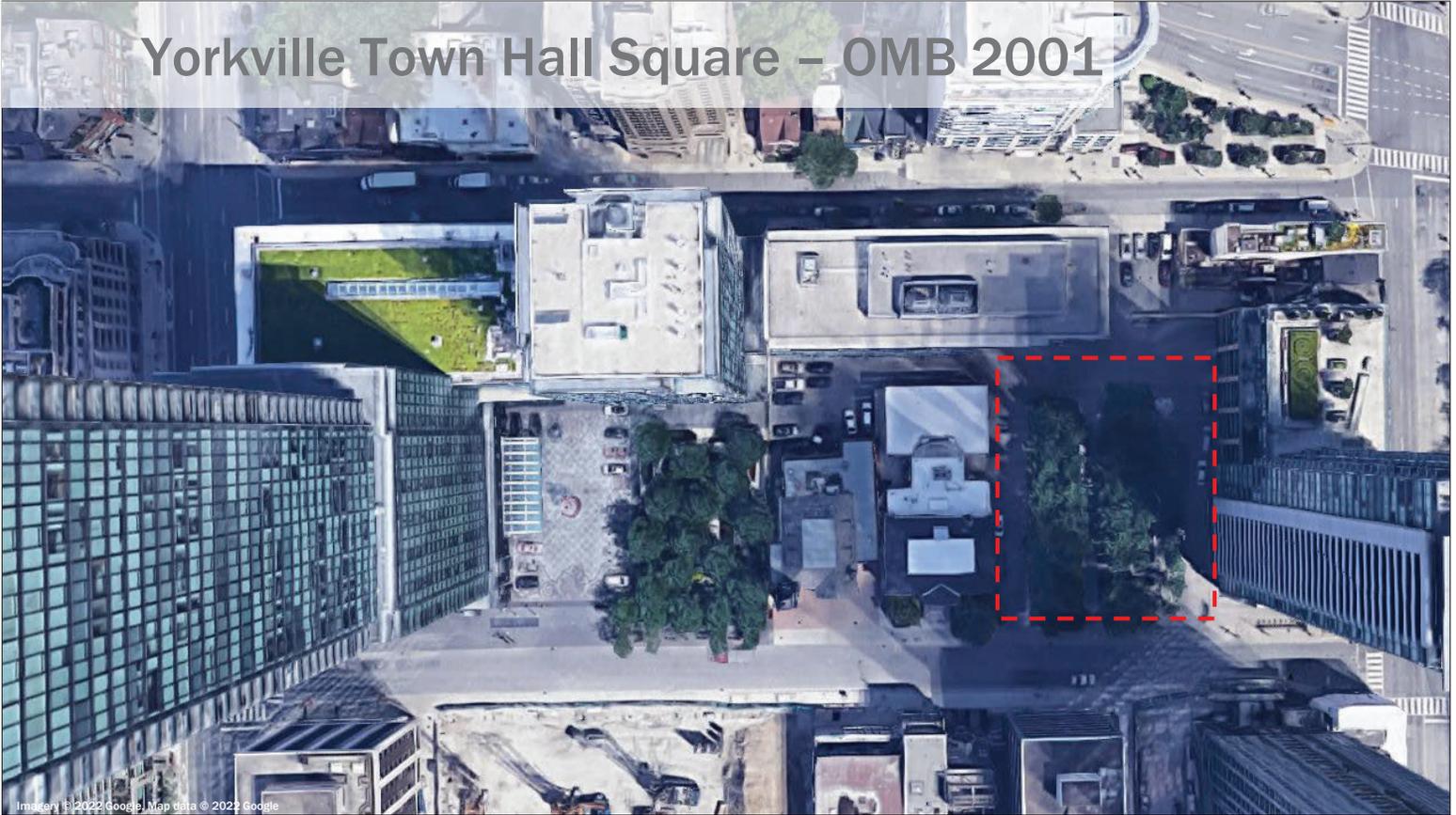
Imagery © 2022 Google, Map data © 2022 Google



Park Over Parking Structure

Ferris + Associates Inc.

Yorkville Town Hall Square – OMB 2001



Yorkville Town Hall Square

- As part of a condo development a park was created adjacent to the Yorkville Historic Fire Station and Library
- OMB approved a public park dedication by strata title over the underground garage
- City requested min. of 5'-0" soil, however, maximum of 3' to 4' of soil depth throughout park was approved
- Provided visual and usable amenity for the Condo and area residents
- NOTE: Public parks are open 24 hours →



Town Hall Square

4.5 ★★★★★ 31 reviews
Park



Directions



Save



Nearby



Send to your
phone



Share

Small, tranquil city square featuring tree-topped walking paths & shaded seating. >



25 Yorkville Ave, Toronto, ON M4W 1L4



Open now: Open 24 hours ▾

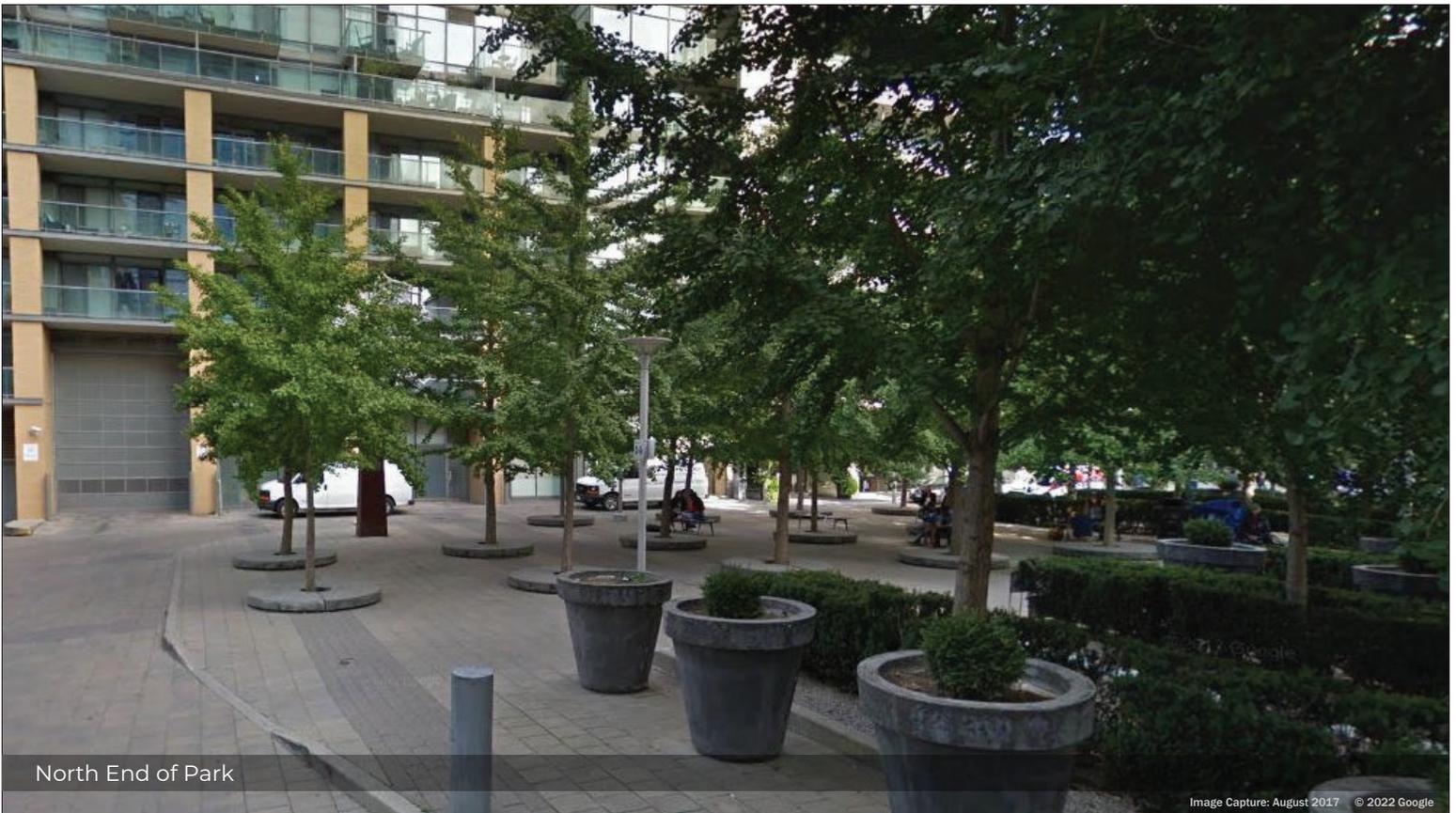


toronto.ca



Strata Park Over Underground Parking Garage

Image Capture: June 2021 © 2022 Google

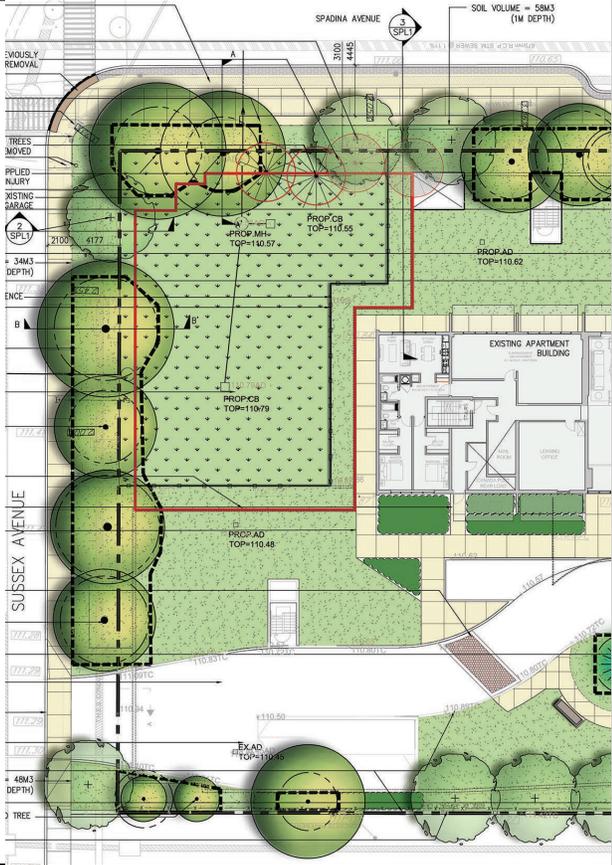


North End of Park

Image Capture: August 2017 © 2022 Google

666 Spadina Avenue

- \$5+ million for off-site dedication
- \$2 million to demolish
- \$0 land cost
- \$0 underground parking cost



Dr. Lillian McGregor Park



Dr. Lillian McGregor Park

- Three property owners with previous park dedication approval
- Existing garages 40% of park site
- New condo garage 60% park site
- Existing vents, existing exit stairs
- Limitation on loading over existing structures
- Park design by DTAH



Removal of Protection Board and Waterproof Membrane



New Waterproofing



New Protection Board

Waterproofing

DTAH



Light Weight Insulation Fill



Playground Hill

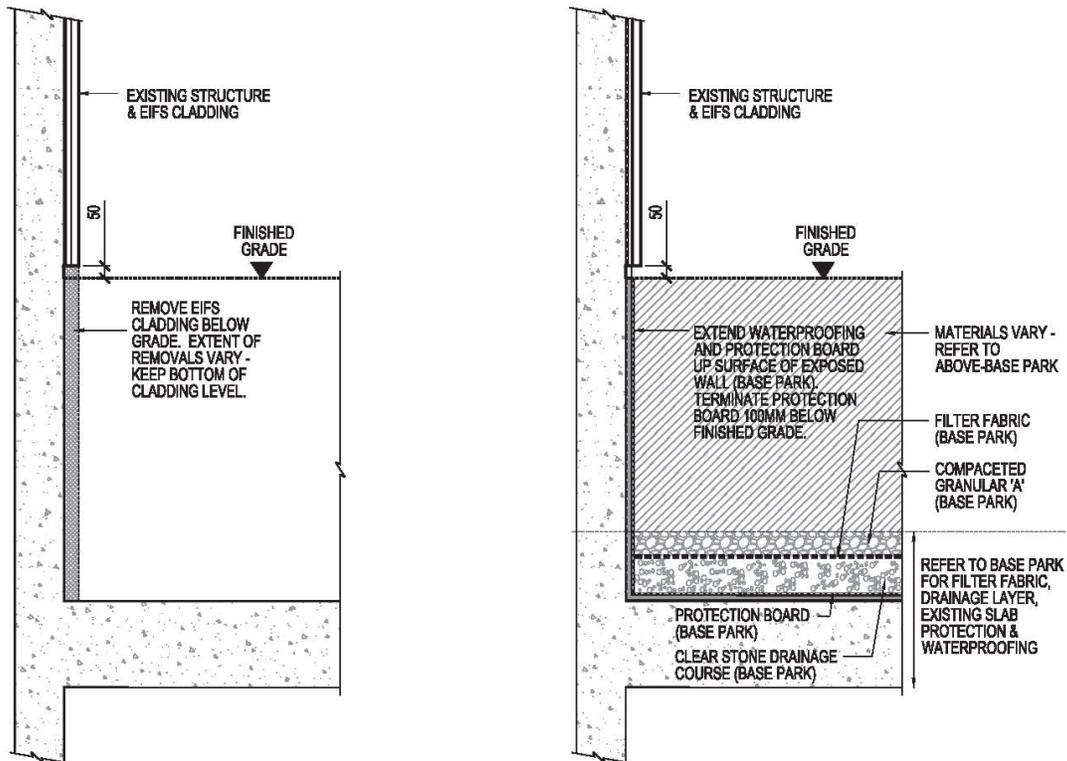
Reduce Structural Load

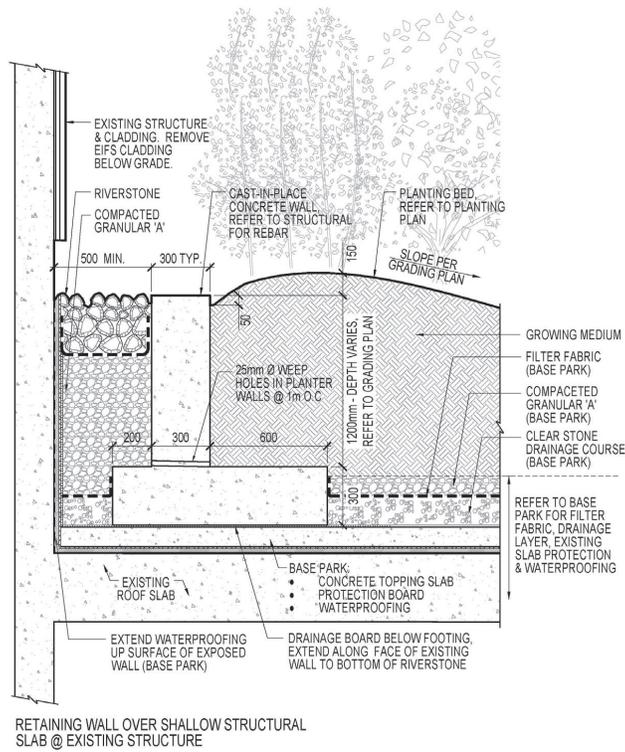
DTAH



03 Technical Issues

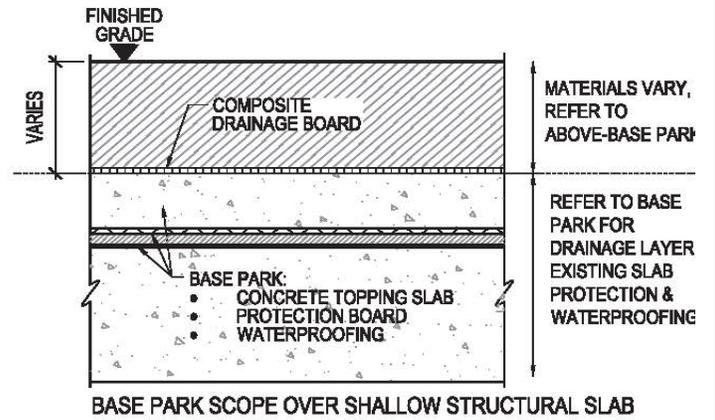
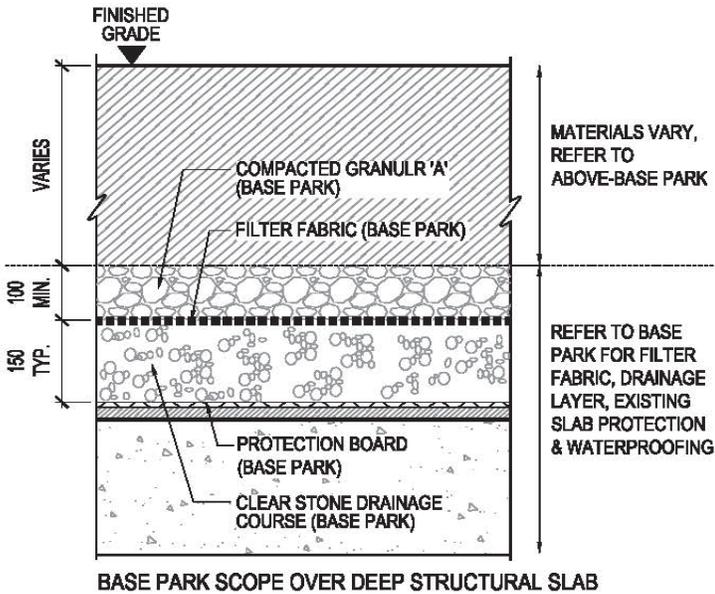
Limitations





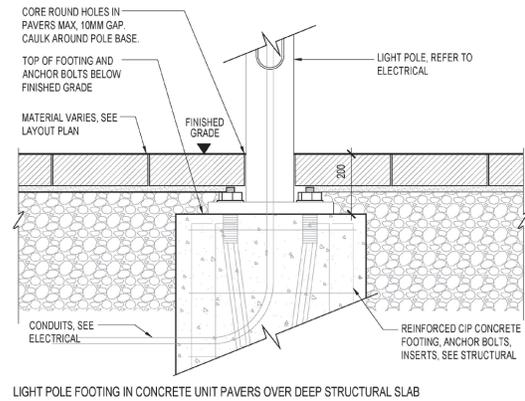
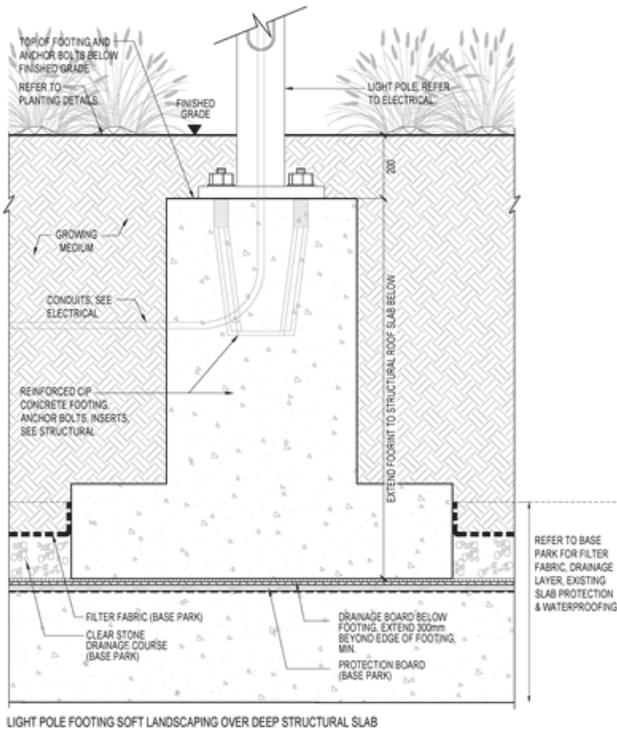
DLM Park - Retaining Wall Separating Existing Structures

DTAH



DLM Park - Base Park Scope Over Existing Roof Slabs

DTAH



DLM Park - Light Pole Footings

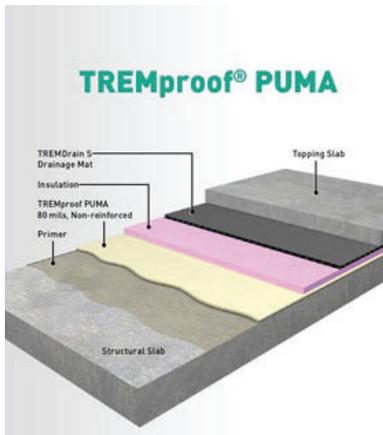
DTAH

\$30.00/ft²

\$6.00/ft²

TREMPROOF® PUMA

TREMPROOF® 6100



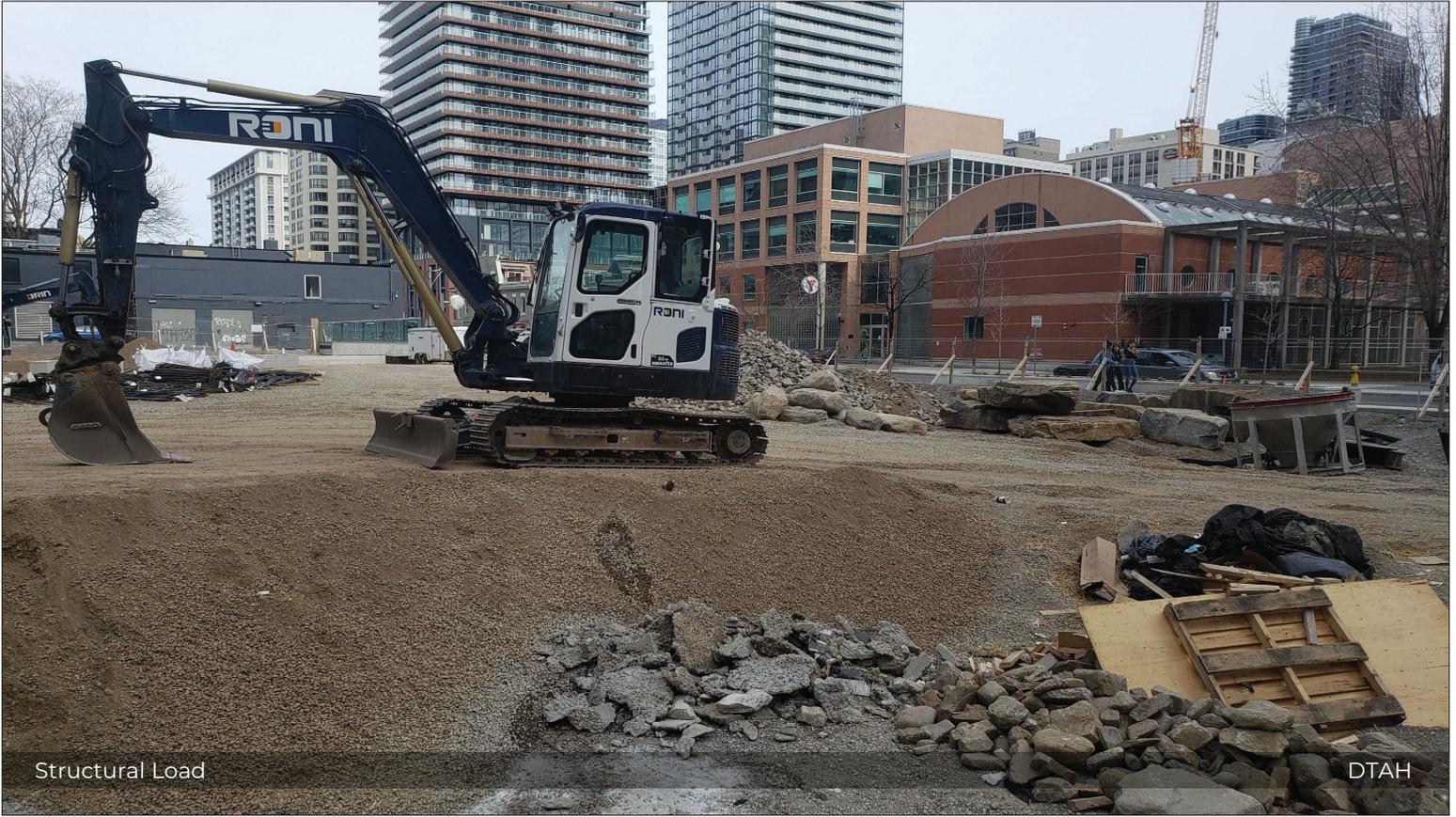
15-20 yr. warranty



5-10 yr. warranty



Waterproofing



Structural Load

DTAH



Slab Collapse

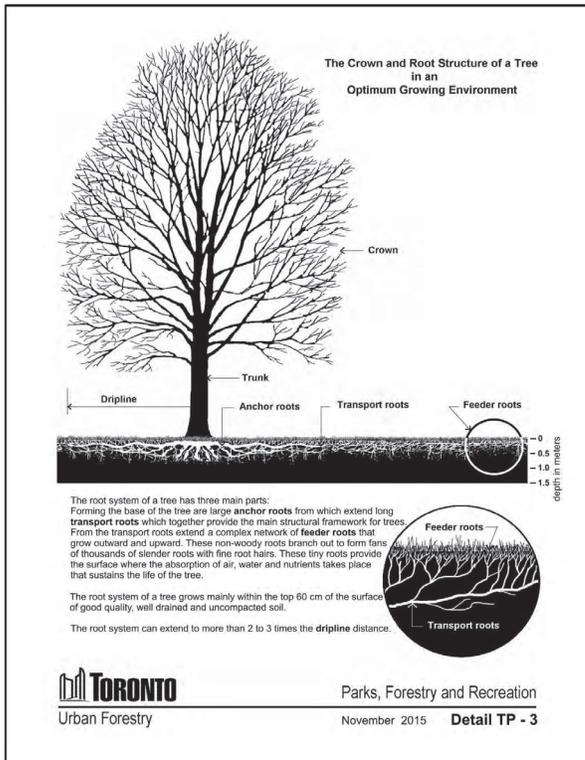
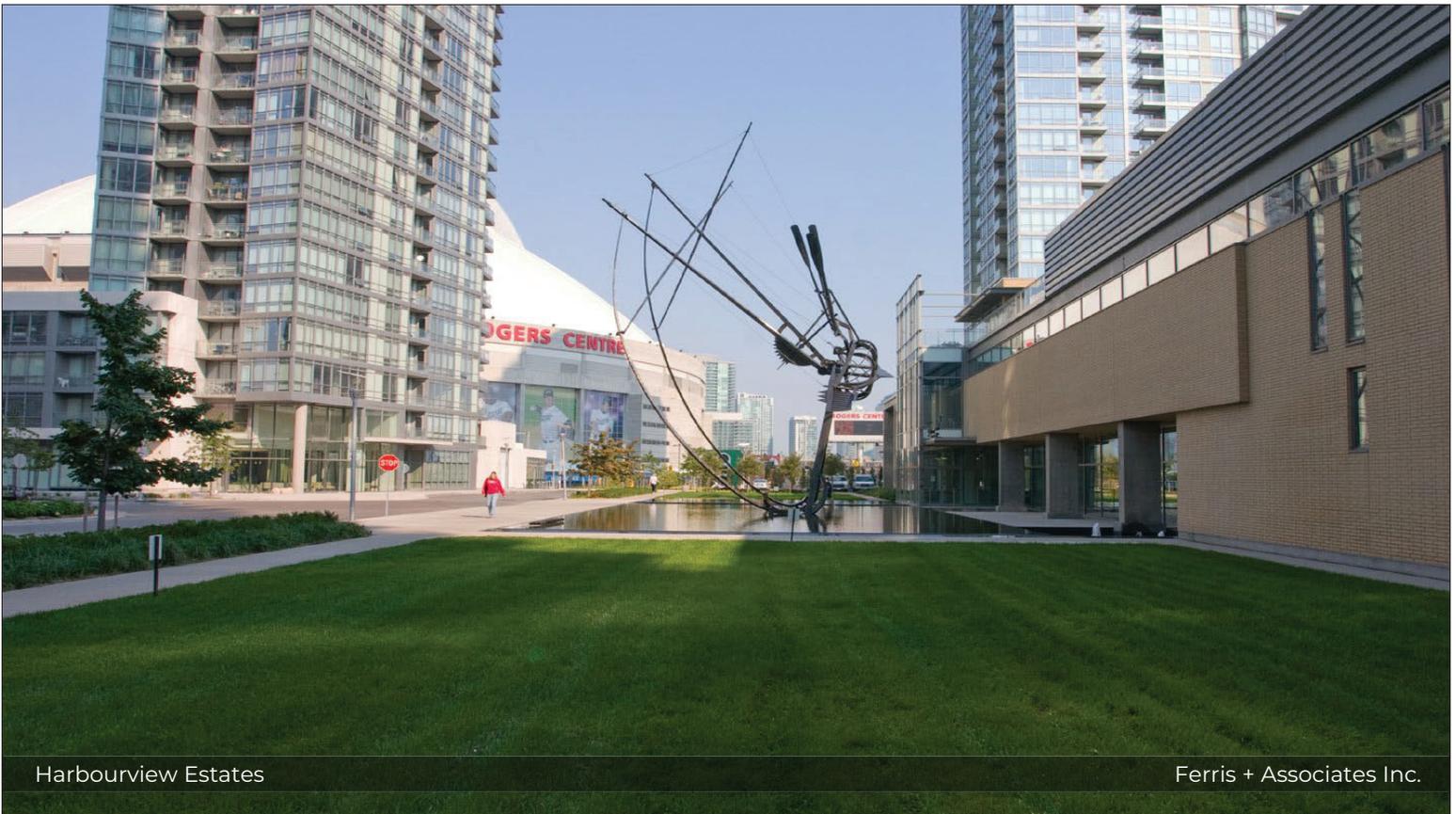
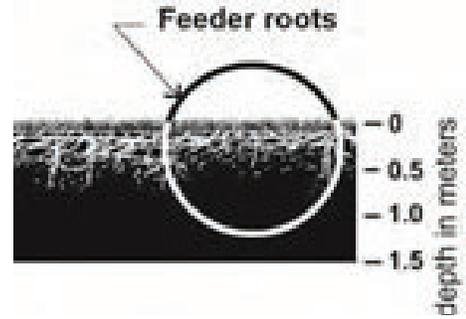


Figure 1: Urban Forestry Detail TP-3





Servicing

DTAH



Stairwells and Vents

DTAH



04 Why Now?

The Realities of Intensification

“

But as the city grows, so does the pressure on the city's parks. If we do not continually improve or expand our existing parks, and find opportunities to create new ones, then the same number of parks must serve more and more people.

”

—City of Toronto Parkland Dedication

The Realities of Intensification

Genesis of Problem

Parking Requirements

Land Costs

Spatial Limitations

Municipal Budgets for Parks Acquisition

Increasing Density

Open Space Needs in Dense Urban Settings

More and more people in denser and denser urban settings

Many developments with small units

“Breathing Spaces”



05 Responsibilities

Who Benefits?

Responsibilities / Benefits / Impacts

The Developer

- Achieves Parkland Obligation and Parking Requirement
- Creates Parkland with Development Charges
- Embellishes project for sale with no future obligation

The City / The Public

- Acquires Parkland in high density areas
- Public enjoyment and benefit of Park
- Assumes maintenance of Park
- Subject to access agreements with landowner
- Long term Park replacement obligation

The Condominium

- Park adjacency with no maintenance costs
- Accepts 24-hour neighbourhood access
- Assumes obligation to remove and replace Park



06 The Future

Going Forward



QUALITY ASSURANCE PROGRAM

IF IT'S WORTH BUILDING, IT'S WORTH PROTECTING



CoreFlex 60



Thermoplastic Waterproofing Membrane with Active Polymer Core

DESCRIPTION

CoreFlex 60 is a 60 mil (1.5 mm) nominal thermoplastic membrane reinforced with a 5.0 oz weft inserted knit polyester fabric integrally bonded to an Active Polymer Core (APC). CoreFlex 60 offers the ultimate in waterproofing barrier protection technology. The barrier performance starts with a thermoplastic membrane with welded seams providing a monolithic watertight barrier layer. The thermoplastic membrane is reinforced with a weft inserted knit polyester reinforcement fabric and is produced with DuPont's Evaloy-KEE® (Keytone Ethylene Ester), a solid phase high molecular weight ethylene interpolymer. Unlike traditional liquid PVC plasticizers, the Evaloy-KEE does not experience phase separation and migrate out; thus the membrane properties are maintained for long term performance. Evaloy-KEE also provides superior chemical resistance properties. The Active Polymer Core layer is integrally bonded to the Evaloy-KEE thermoplastic membrane. The APC layer is designed to activate with water to swell and form a positive seal. Thereby, at any unforeseen puncture or installation defect, the APC layer reacts at the breach, self-sealing to stop the water ingress. CoreFlex is the only welded thermoplastic membrane composite with this reactive, self-sealing performance feature.

APPLICATIONS

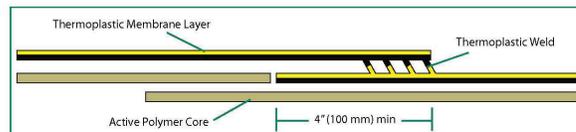
The CoreFlex 60 waterproofing system provides waterproofing protection for structural concrete surfaces. Below-grade applications include backfilled cast-in-place concrete and masonry block foundation walls as well as property line shoring walls such as soldier pile and lagging. The membrane can be continued under the floor slab and up onto a horizontal deck to provide a continuous, uniform waterproofing system. CoreFlex 60 can be used to waterproof structures under continuous or intermittent hydrostatic pressure. CoreFlex 60 applications include: Plaza Decks, Split-Slab Deck Construction, Foundation Walls, Earth-Covered Structures, Property Line Construction, Under Slab, Tunnels and Greenroofs.

INSTALLATION

General: Install CoreFlex 60 Waterproofing System in strict accordance with the manufacturer's installation guidelines and details using accessory products, protection and drainage layers, and overburden as specified or required. Install CoreFlex 60 with the grey APC geotextile side directly in contact with the concrete to be waterproofed. Division 3 Concrete Work should include Waterstop-RX® installed in all applicable horizontal and vertical concrete construction joints and around penetrations.

PACKAGING

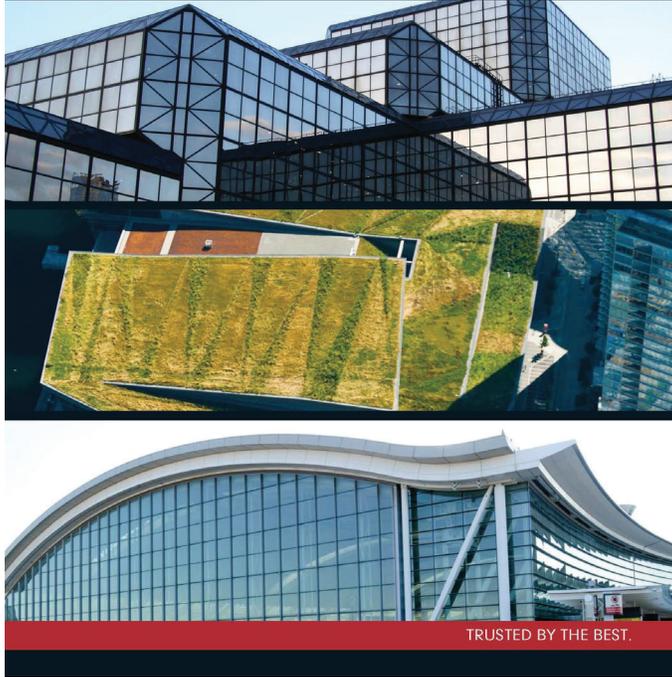
CoreFlex 60 is available in 54' x 50' (1.4 m x 15 m) rolls; 54" wide thermoplastic membrane with APC layer offset by 6" (150 mm) along the long roll edge.



Typical CoreFlex 60 membrane overlap assembly with continuous thermoplastic weld

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INTEGRITY BEGINS AT THE TOP



TRUSTED BY THE BEST.

EFVM® ILLUSTRATED



Step 1

ILD installs Vector-9 conductor wire on the waterproofing membrane.



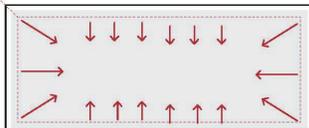
Step 2

We then create a "field plate" by spraying the membrane with water.



Step 3

Small electrical impulses are directed onto the membrane. The electricity searches for a ground connection (vector).

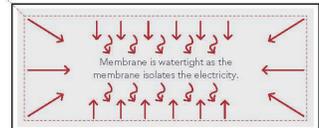


Step 4

Our inspectors detect electrical flow.

If the membrane is watertight...

Electricity does not find a ground connection.



But if the membrane has defects...

Electricity finds a ground connection and is "pulled" towards it. The membrane is not watertight at these locations.



Step 5

When breaches are detected, our inspectors read the directional flow of the current with a potentiometer to accurately locate the point of entry.



Step 6

A visual inspection of all wall junctions, perimeter details and membrane penetrations completes the test. Breaches are numbered to allow for onsite repairs. We then retest to confirm the membrane is watertight.

EFVM® Testing Limitations

If your roof has any of the following, ILD can help design a testing solution:

- Black EPDM membranes
- Steel reinforcing within a concrete overburden
- Exposed metal projections protruding through the membrane
- No soil break at wall and slab edge details

Summary

The Strata Park

Provides park where the people are in dense urban areas
Design should not be compromised
This is a project we did that is entirely over u/g garage
Downfall is replacing the waterproof membrane

Replacement Fund

Can cash in lieu deficiencies for Park be held for future?

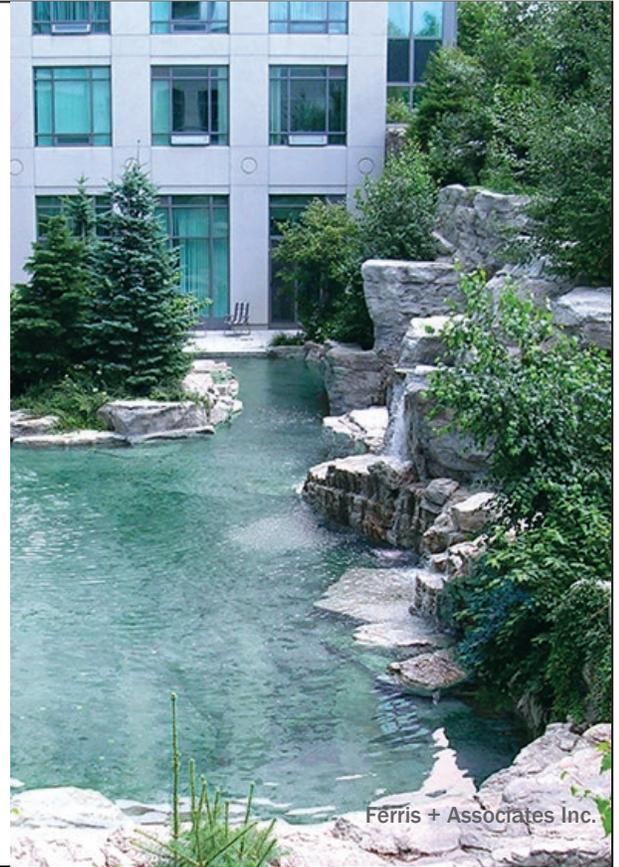
Condominium Corp

Fully public access adjacency
Big overweight neighbour on the floor above
What is their exposure/liability?

Public Strata Parks should require a higher standard
Higher supervision over design and waterproof installation
Higher quality of materials

Perhaps the redesign of a Park every 30 or 40 years is okay
The question is, who is responsible?

Thank you for your attention.



Thanks!

Do you have any questions?

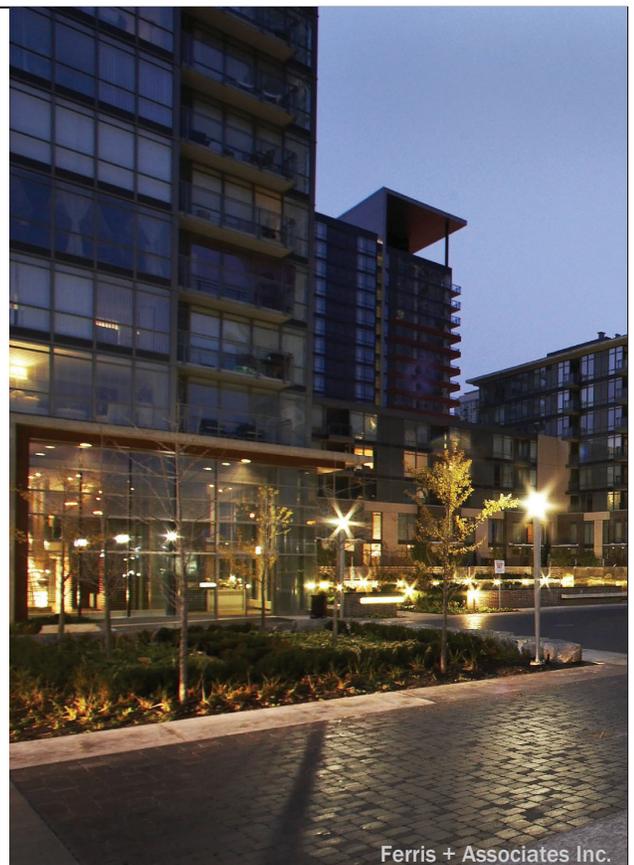
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Ferris + Associates Inc.
Landscape Architecture and Urban Design



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LANDPRO 2022

PANEL:
LEGAL PANEL

10:45 A.M. - 11:45 A.M.

Harry Herskowitz

Panel Leader, Senior Partner, DelZotto, Zorzi LLP

Patricia Elia

President, Elia Associates PC

Melissa Jean-Gilles

Partner, Brattys LLP

Calvin Lantz

Partner, Stikeman Elliott LLP

David Carter

Co-Founding Partner, Grechi Carter Professional Corporation

Rodney Ikeda

Partner, Goldman Sloan Nash & Haber LLP

04

PANEL MEMBERS

LEGAL LAW PANEL

moderated by Harry Herskowitz.



**HARRY
HERSKOWITZ**

Senior Partner
DelZotto, Zorzi LLP



**PATRICIA
ELIA**

President
Elia Associates PC



**MELISSA
JEAN-GILLES**

Partner
Brattys LLP



**CALVIN
LANTZ**

Partner
Stikeman Elliott LLP



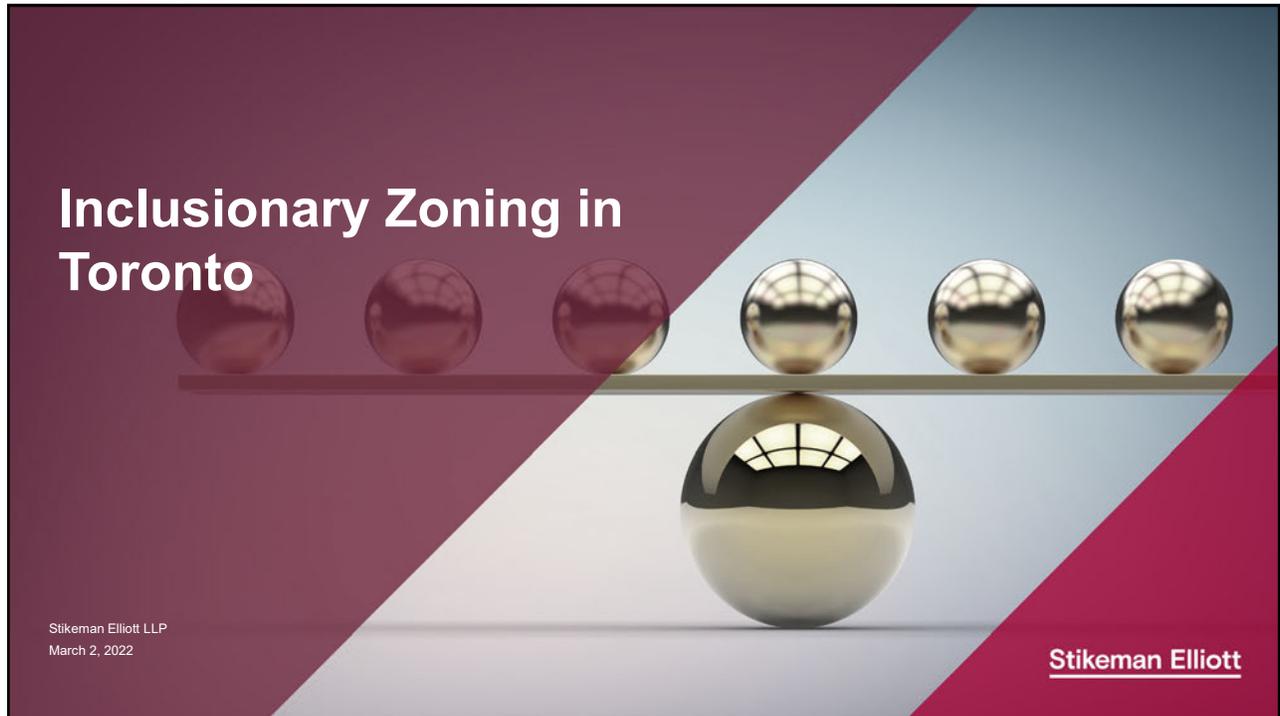
**DAVID
CARTER**

Co-Founding Partner
Grechi Carter
Professional
Corporation

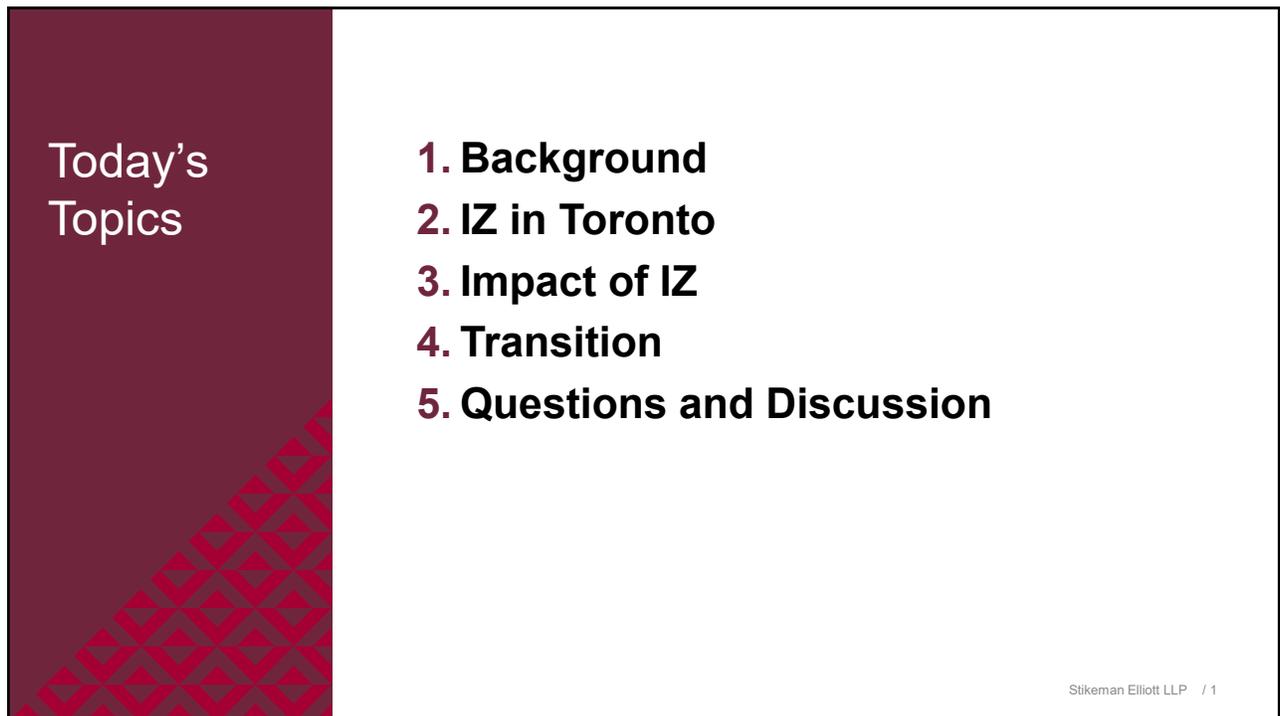


**RODNEY
IKEDA**

Partner
Goldman Sloan
Nash & Haber LLP



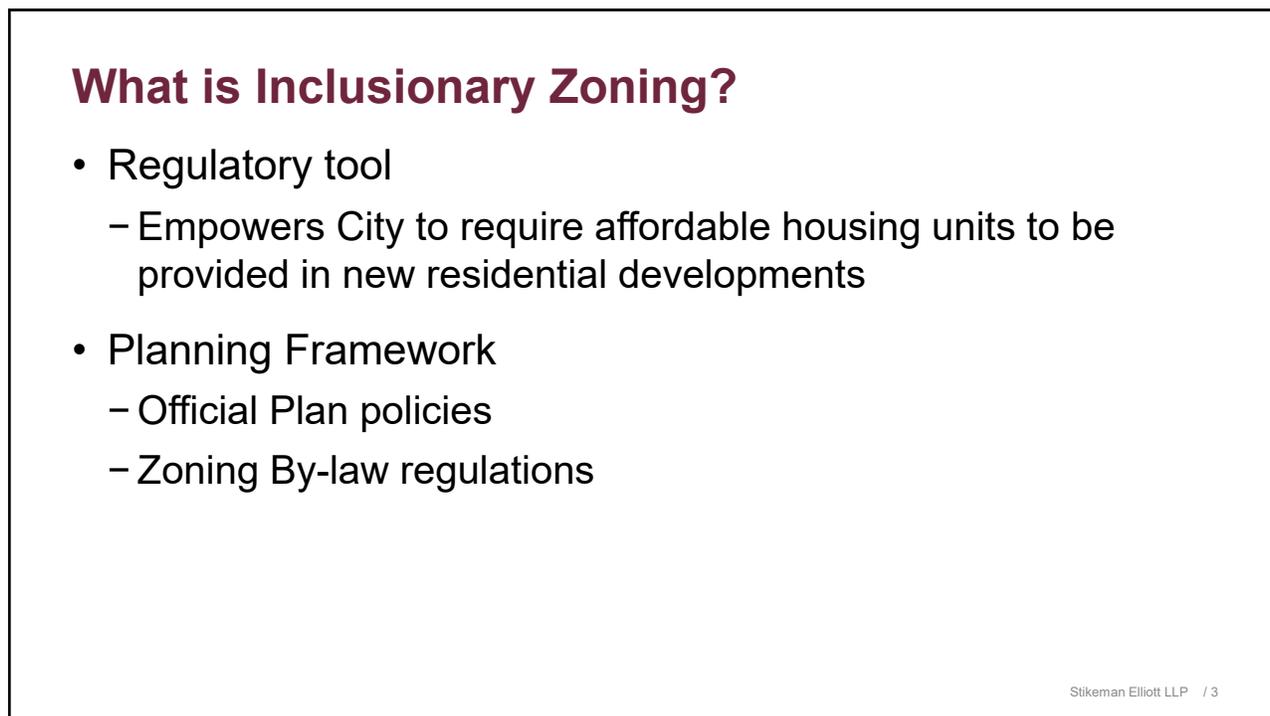
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3

History of Inclusionary Zoning

- 2016 – Province amends *Planning Act* to allow for IZ
- 2018 – Province passes Regulations enabling municipalities to use IZ
- 2019 – Province amends *Planning Act* to limit IZ to PMTSAs
- 2021 – City of Toronto adopts IZ

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IZ in Toronto

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Inclusionary Zoning in Toronto

City Council – November 9, 2021

- Adopted IZ instruments
- IZ will take effect on September 18, 2022 at the earliest

No right of appeal – except by Minister

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Where does IZ apply in Toronto?

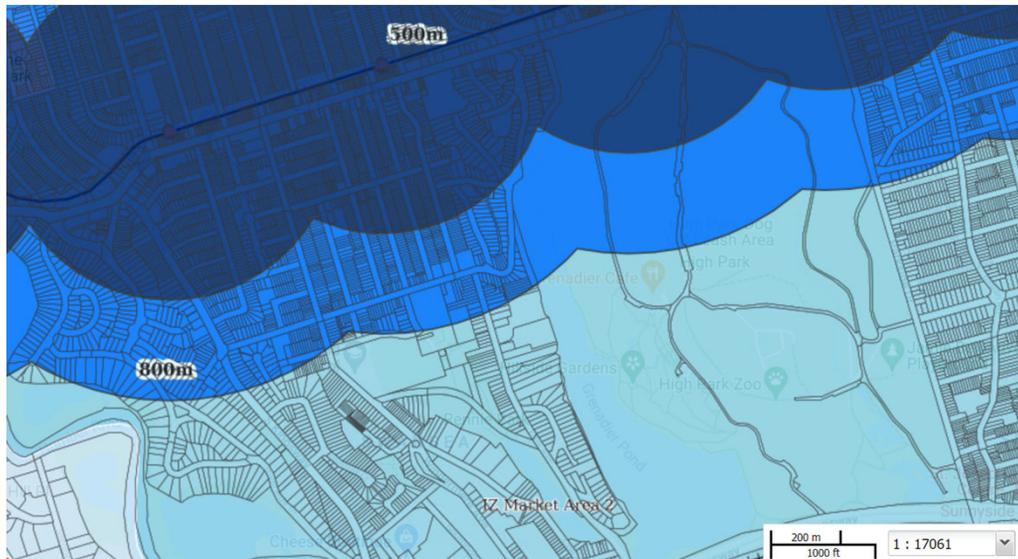
Two locational requirements:

- Protected Major Transit Station Area; and
- IZ Market Area



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Where does IZ apply in Toronto?



10

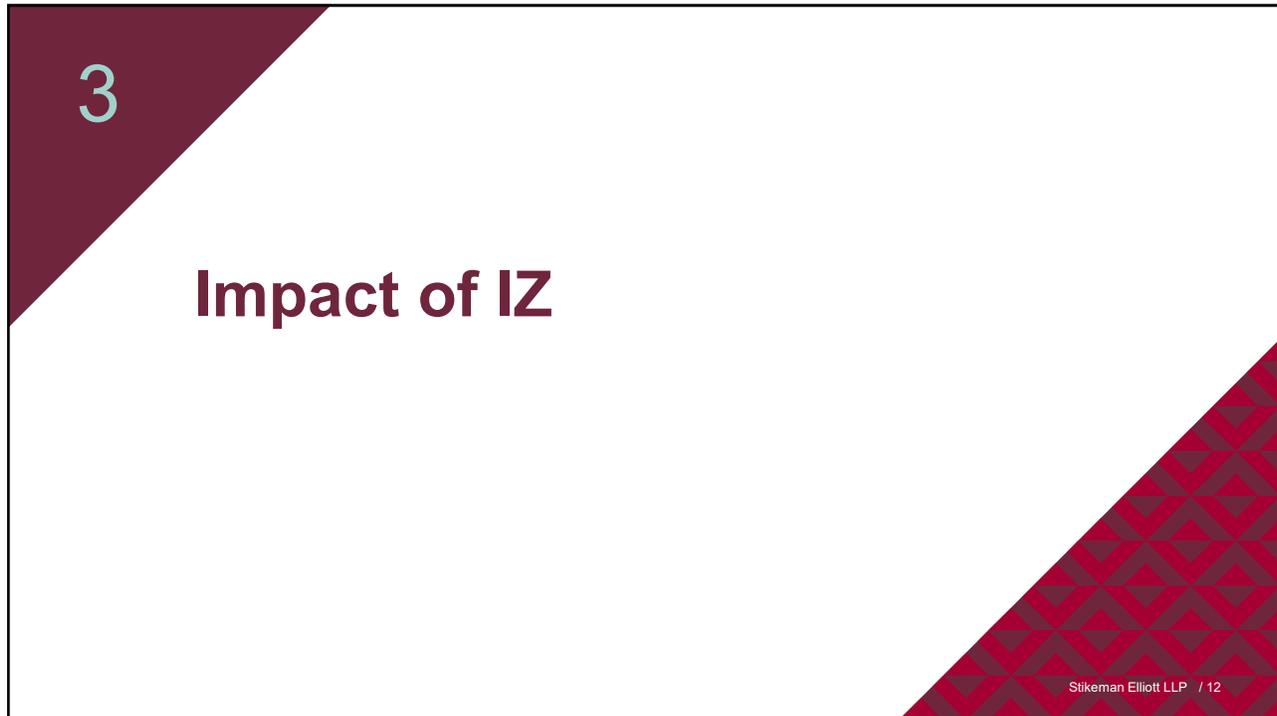
Exempt Forms of Development

IZ does not apply to:

- Development with <100 dwelling units and <8,000 m² of residential GFA
- Owned and operated by non-profit housing provider, subject to certain ownership interest requirements
- Student residences, retirement homes, nursing homes, residential care homes

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Set-aside Rates

EFFECTIVE SEPTEMBER 18, 2022 TO DECEMBER 31, 2024

	Purpose-built rental housing building	Ownership housing building	
	GFA requirement for affordable rental housing units	GFA requirement for affordable rental housing units	GFA requirement for affordable ownership housing units
Inclusionary Zoning Area IZ1	0 percent	7 percent	10 percent
Inclusionary Zoning Area IZ2	0 percent	6 percent	8 percent
Inclusionary Zoning Area IZ3	0 percent	5 percent	7 percent

EFFECTIVE JANUARY 1, 2026

	Purpose-built rental housing building	Ownership housing building	
	GFA requirement for affordable rental housing units	GFA requirement for affordable rental housing units	GFA requirement for affordable ownership housing units
Inclusionary Zoning Area IZ1	5 percent	10 percent	14 percent
Inclusionary Zoning Area IZ2	3 percent	8 percent	11 percent
Inclusionary Zoning Area IZ3	0 percent	6 percent	8 percent

EFFECTIVE JANUARY 1, 2025

	Purpose-built rental housing building	Ownership housing building	
	GFA requirement for affordable rental housing units	GFA requirement for affordable rental housing units	GFA requirement for affordable ownership housing units
Inclusionary Zoning Area IZ1	0 percent	8.5 percent	12 percent
Inclusionary Zoning Area IZ2	0 percent	7 percent	10 percent
Inclusionary Zoning Area IZ3	0 percent	5.5 percent	8 percent

EFFECTIVE JANUARY 1, 2027

	Purpose-built rental housing building	Ownership housing building	
	GFA requirement for affordable rental housing units	GFA requirement for affordable rental housing units	GFA requirement for affordable ownership housing units
Inclusionary Zoning Area IZ1	5 percent	11.5 percent	16 percent
Inclusionary Zoning Area IZ2	3 percent	9 percent	13 percent
Inclusionary Zoning Area IZ3	0 percent	6.5 percent	9 percent

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Set-aside Rates

EFFECTIVE JANUARY 1, 2028

	Purpose-built rental housing building	Ownership housing building	
	GFA requirement for affordable rental housing units	GFA requirement for affordable rental housing units	GFA requirement for affordable ownership housing units
Inclusionary Zoning Area IZ1	5 percent	13 percent	18 percent
Inclusionary Zoning Area IZ2	3 percent	10 percent	14 percent
Inclusionary Zoning Area IZ3	0 percent	7 percent	10 percent

EFFECTIVE JANUARY 1, 2030

	Purpose-built rental housing building	Ownership housing building	
	GFA requirement for affordable rental housing units	GFA requirement for affordable rental housing units	GFA requirement for affordable ownership housing units
Inclusionary Zoning Area IZ1	5 percent	16 percent	22 percent
Inclusionary Zoning Area IZ2	3 percent	12 percent	17 percent
Inclusionary Zoning Area IZ3	0 percent	8 percent	11 percent

EFFECTIVE JANUARY 1, 2029

	Purpose-built rental housing building	Ownership housing building	
	GFA requirement for affordable rental housing units	GFA requirement for affordable rental housing units	GFA requirement for affordable ownership housing units
Inclusionary Zoning Area IZ1	5 percent	14.5 percent	20 percent
Inclusionary Zoning Area IZ2	3 percent	11 percent	15 percent
Inclusionary Zoning Area IZ3	0 percent	7.5 percent	11 percent

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Depth of Affordability: Rental Housing

- Monthly shelter cost (rent + utilities)
- Lesser of:
 - 1 times Average Market Rent; or
 - 30% of before-tax monthly income of renter households in Toronto:
 - Studio: one-person households ≤50th percentile income
 - 1-bedroom: one-person households ≤60th percentile income
 - 2-bedroom: two-person households ≤60th percentile income
 - 3-bedroom: three-person households ≤60th percentile income

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Depth of Affordability: Rental Housing

Unit Type	Minimum Household Size (based on City Occupancy Standards)	Affordable Rent Limit and Income Served
Studio	1-person	\$812 \$32,486
One-Bedroom	1-person	\$1,090 \$43,600
Two-Bedroom	2-person	\$1,661 \$66,440
Three-Bedroom	3-person	\$1,858 \$74,301

Illustration of Affordable Rents for 2021

Source: City of Toronto, City Planning Report for Action, "Inclusionary Zoning Official Plan Amendment, Zoning By-law Amendment and Draft Implementation Guidelines", October 15, 2021, pp. 32-33

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Depth of Affordability: Ownership Housing

- Monthly shelter cost
 - Mortgage (principal + interest), mortgage insurance, property taxes, standard condo fees
- 30% of before-tax monthly income of all households in Toronto:
 - Studio: households at $\leq 30^{\text{th}}$ percentile income
 - 1-bedroom: households at $\leq 40^{\text{th}}$ percentile income
 - 2-bedroom: households at $\leq 50^{\text{th}}$ percentile income
 - 3-bedroom: households at $\leq 60^{\text{th}}$ percentile income

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Depth of Affordability: Ownership Housing

Unit Type	Minimum Household Size (based on City Occupancy Standards)	Affordable Price Limit and Income Served
Studio	1-person	\$151,000 \$44,552
One-Bedroom	1-person	\$190,100 \$58,286
Two-Bedroom	2-person	\$242,600 \$73,628
Three-Bedroom	3-person	\$291,700 \$91,611

Illustration of Affordable Sale Prices for 2021

Source: City of Toronto, City Planning Report for Action, "Inclusionary Zoning Official Plan Amendment, Zoning By-law Amendment and Draft Implementation Guidelines", October 15, 2021, p. 33

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Other Aspects

- Affordability Period
 - 99 years
- IZ Agreements
 - Registered on title
 - Secure affordability period, requirements for timing and delivery of IZ units, etc.
- Draft Implementation Guidelines
 - Anticipate will be secured through IZ Agreements
 - Integration of IZ and market units, amenity access, unit design (equivalent finishes, fixtures and features), etc.
 - Staff to report back in first half of 2022 with final recommendations

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Other Aspects

- No cash-in-lieu
- Offsite units
 - At City’s discretion
- No incentives
 - No parking requirements for IZ units

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Transition

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Two Layers of Transition

1. Provincial Regulation (O. Reg. 232/18)
2. City's Inclusionary Zoning By-law

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Provincial Regulation (O. Reg. 232/18)

On or before November 9, 2021, certain applications were made in respect of development:

- OPA (if needed) + ZBA + Plan of Subdivision / Condo; or
- Site Plan Approval under s. 41(4) of *Planning Act* (not applicable in Toronto); or
- Building Permit

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City's IZ By-law

IZ does not apply to development for which:

- Complete application for ZBA + SPA were filed on or prior to the later of September 18, 2022 or PMTSA approval; or
- ZBA came into force prior to passing of a CBC By-law (anticipated Spring 2022) and a Section 37 Agreement was executed on or prior to the later of September 18, 2022 or PMTSA approval; or
- Complete application for SPA was filed on or prior to the later of September 18, 2022 or PMTSA approval

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Questions?

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For more information

Calvin Lantz
clantz@stikeman.com

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Registrar Bulletin No. 18

Residential Condominium Conversion Projects

Effective Date: February 1, 2021

Background

Introduction

The *Ontario New Home Warranties Plan Act* (the “*ONHWP Act*”) provides statutory warranties for new homes and, effective January 1, 2018, coverage was extended to units and common elements in residential condominium conversion projects (RCCPs).

Commencing February 1, 2021 before any sales or before breaking ground, vendors of residential condominium conversion projects (RCCPs) and vendors selling or offering to sell units in these projects must be licensed by the Home Construction Regulatory Authority (HCRA).

Tarion’s role will be generally two fold: to address applications for confirmation of qualification for enrolment of RCCP projects and enrolment of units and common elements; and administration of the warranty and protection plan. Commencing February 1, 2021 before any sales or before breaking ground, vendors of RCCPs and vendors selling or offering to sell units in these projects must obtain from Tarion confirmation of qualification for enrolment and then enrolment of the RCCP.

This Registrar Bulletin 18 – Residential Condominium Conversion Projects replaces Builder Bulletin 51- Residential Condominium Conversion Projects and applies to all applications for RCCPs from and after February 1, 2021.

Briefly, some important things to note about residential condominium conversion projects are:

- as a special type of condominium additional documents and materials must be submitted to Tarion;
- only non-residential conversion to residential qualify for warranty protection; and
- all warranties apply to RCCPs except for the first-year warranty relating to work and materials of pre-existing elements

Changes to Definition of “Vendor” and “Builder”

The definitions of both “builder” and “vendor” in the *ONHWP Act* include builders and vendors of RCCPs.

Non-Residential to Residential

The warranties will extend only to conversions from non-residential uses (e.g., office, commercial, institutional). Eligible uses include hotel, boarding house, dormitory, group home, retirement home, rooming house, correctional institution, medical institution or place of worship or religious institution such as a church, mosque, synagogue or temple. Rental residential building conversions (e.g. a rental apartment building being converted to condo units) are not eligible for warranty coverage, as there is little construction of new elements when these buildings are converted.

Application – Transition Rules

The extended coverage for condominium conversion projects came into force on January 1, 2018. The warranty protections apply to projects where the **first** arm's length Agreement of Purchase and Sale for the project is signed on or after that date.

Condominium Conversion Projects vetted by Tarion

To ensure RCCPs are vetted by Tarion, other pieces of legislation have been updated.¹

First, the *Building Code Act* was amended to include the new definitions of “vendor” and “builder” so that a building permit will not be issued for an RCCP unless the vendor and builder are licensed by HCRA.

Secondly, the *Condominium Act* now states that an RCCP will not be accepted for registration as a condominium corporation unless Tarion has confirmed that:

- the project and units have been enrolled under the *ONHWP Act*;
- the vendor has been licensed by HCRA; and
- the builder has been licensed by HCRA.²

Coverage for Residential Condominium Conversion Projects – Pre-Existing Elements

RCCPs involve a mix of pre-existing and new elements. As a result, the warranty coverage covers new elements similar to newly constructed condominiums. However, given that pre-existing elements will not have the same look, feel and perform as new elements, the first-year warranty coverage related to work and materials does not apply to pre-existing elements (although Ontario Building Code and fit for habitation warranties do apply).

“Pre-existing element” is part of the property that:

- will be incorporated into an RCCP or a phase of an RCCP;
- existed before the “**commencement date**” of the project or phase; and
- Was not used for residential purposes (such as an apartment building).

The commencement date for construction (the “**commencement date**”) is the earlier of:

- the date when excavation for the RCCP or phase of an RCCP begins (not including exploratory testing or demolition of existing structures); and
- unless the foundation is partly or wholly a pre-existing element, the date when other physical preparatory or related work for the foundation begins (not including exploratory testing or demolition of existing structures).

Approvals Required of Vendors and Builders

As with newly constructed condos, a proposed vendor and/or builder must be licenced by HCRA. But before the vendor can sell or offer to sell units it must have received confirmation from Tarion

¹ See section 17.4. of the *ONHWP Act*.

² S.2(2.1) of the *Condominium Act*

that the RCCP is qualified for enrolment. And before construction can begin the vendor or builder must have enrolled all the units in the RCCP with Tarion.

In addition to the usual requirements for qualification for enrolment, applicants who wish to sell units and/or build an RCCP must also include the following materials **before** the sale of any units and at least 90 days **before** the commencement date.

- Property assessment report
- Capital replacement plan
- Pre-existing elements fund study

Disclosure

Additional disclosure for purchasers of units in RCCPs is required, and includes:

- A statement that the project is a “residential condominium conversion project”;
- Information about the pre-existing elements;
- A copy of the pre-existing elements fund study; and
- A statement that the work and materials first year warranty does not apply to the pre-existing elements.³

What the Balance of this Bulletin is About

This bulletin sets out the reporting requirements related to an RCCP, as well as:

- Describes the approval process that Tarion will use to determine if an RCCP is eligible for confirmation of qualification for enrolment and enrolment.
- Defines the scope of work for the property assessment report, capital replacement plan and pre-existing elements fund study which must all be submitted to Tarion for approval of the RCCP.
- Describes the use of the pre-existing elements fund and how it relates to warranty coverage.
- Outlines updating processes in the event of changes to the pre-existing elements or the anticipated **registration date**⁴ (of the condominium corporation) during the development process.

Approval Process

A residential condominium conversion project will not be considered for confirmation of qualification for enrolment (QFE) unless: (i) the vendor and builder are both licensed by HCRA; and (ii) as part of the application for confirmation of QFE the applicant has done the following:

³ See section 72(1) of the *Condominium Act*.

⁴ **Registration date** is the date of registration of the Declaration and Description of the Residential Condominium Conversion Project and is the warranty start date for the common elements.

- a) The **applicant**⁵ has submitted the following reports to Tarion and Tarion has approved them in writing:
- (i) Property assessment report
 - (ii) Capital replacement plan
 - (iii) Pre-existing elements fund study

The applicant has provided evidence satisfactory to Tarion that:

- (i) The applicant has complied with regulatory requirements, as well as those imposed by Tarion;
- (ii) The pre-existing elements fund has been established; and
- (iii) The applicant has deposited the required amount into the pre-existing elements fund.

Tarion will review the submissions as part of the application for QFE and if applicable provide a conditional approval of the RCCP- outlining come back to the applicant with conditions that must be met for the QFE and the continued confirmation of the QFE or come back with reasons for refusal of the confirmation of QFE for the RCCP. Tarion will use reasonable efforts to respond within 90 days of all necessary documents and materials having been submitted. If requested, the applicant must provide Tarion with access to the property during the 90-day period.

If the reports provided by the applicant are inadequate, Tarion may engage a qualified consultant to review the reports, at the applicant's cost.

Enrolment Fee

The enrolment fee payable to Tarion for an RCCP is double the standard enrolment fee applicable to a standard condominium project.

Security Requirements

Any security requirements for a vendor or a builder of a RCCP will be assessed in accordance with Registrar Bulletins 11L and 11H relating to the taking of security. However, if Tarion determines that the particular project is of a higher risk than that contemplated by Registrar Bulletins RB11L or 11H, security may be assessed at a higher amount and/or be held for a longer period.

Proof of Submission and Delivery

Tarion's Underwriting group will be the point of contact for the RCCP approval process. If there is a dispute concerning delivery of a submission, it is the applicant's responsibility to establish when delivery occurred. To avoid confusion, applicants are encouraged to use methods of delivery (such as registered mail or courier) that will easily provide proof of delivery. Any non-electronic notices or communications with Tarion's Underwriting group can be addressed to:

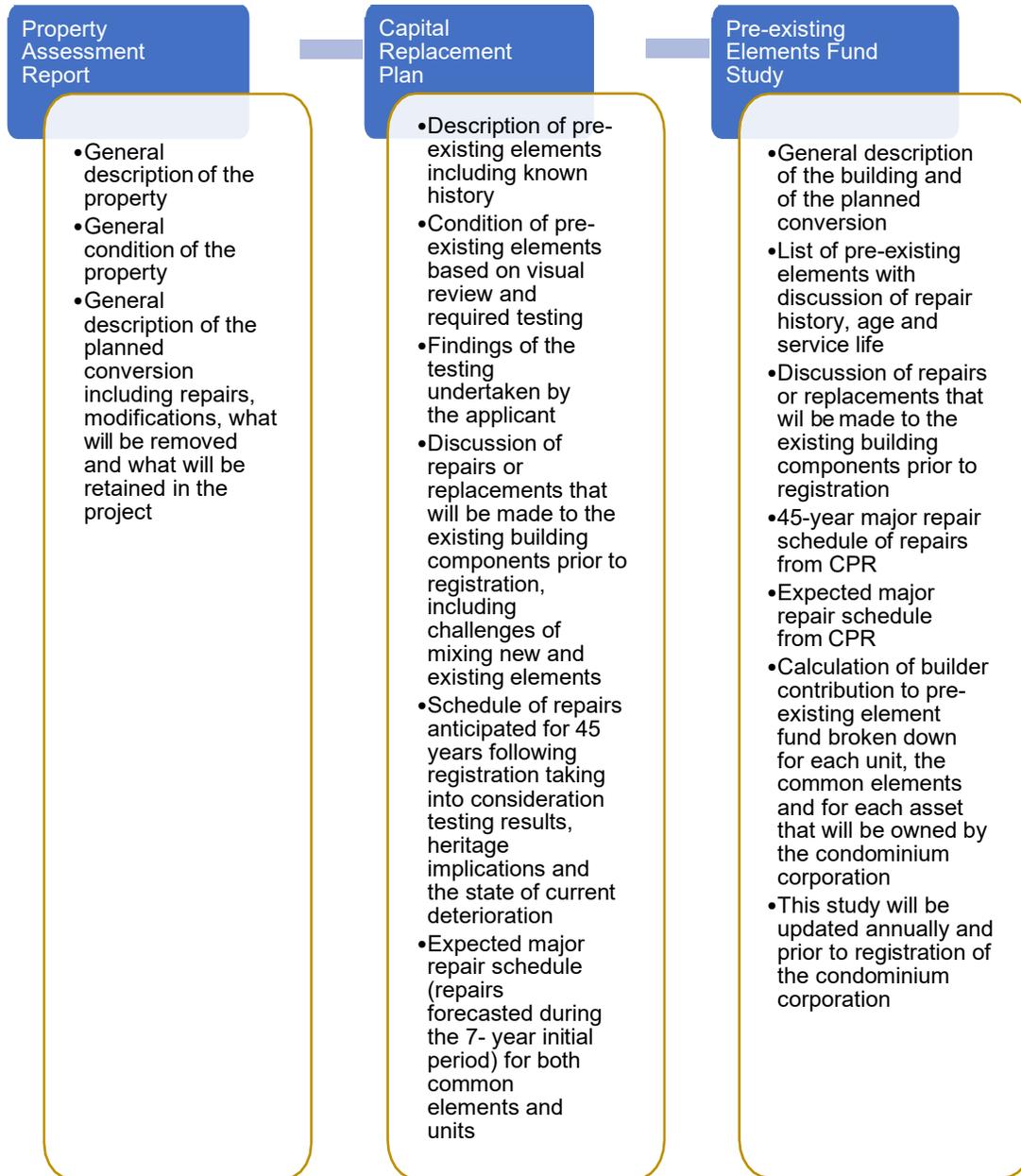
Tarion: Underwriting Group
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9

Reports can also be submitted electronically to Underwriting@tarion.com or through BuilderLink.

⁵ In this document, the word "applicant" means the proponent of the RCCP who seeks confirmation of QFE for the RCCP and enrolment of the RCCP. Where the term "builder" is used, it refers to both "vendor" and "builder" as these terms are defined in the ONHWP Act.

Overview of the Three Reports

The following graphic provides an overview of the three reports that must be submitted for an RCCP.



Although three reports are required for the submission, an applicant may combine the property assessment report and capital replacement plan as a single integrated report; however, the pre-existing elements fund study shall be a standalone report as it is part of the required disclosure package to purchasers of units in an RCCP.

Property Assessment Report

The property assessment report is a high-level report that focuses on the property and assesses the general nature and condition of the property. This report is based on document review, personnel interviews and visual review (of representative samples of all aspects of the property) and shall include the following content:

- General description of the property
- General description of the planned conversion
- General description of planned additions and/or alterations, scope of work and methodology, including a copy of the consultant's certificate of authorization or certificate of practice

The report is to be submitted to Tarion prior to any sales of units and at least 90 days prior to the commencement date.

General Description of the Property

The report shall include the following information about the existing building(s) to be retained and converted:

- Year the building was originally constructed and years when additions were constructed, or major renovations completed
- Prior usage/occupancies
- Number of floors above and below grade
- Gross floor area above and below grade, area of a typical floor (if applicable)
- Description of any unique aspects of the building related to its history

This section of the report must include photographs showing the main building elevations and an overview of the site to give the reader general context.

General Description of the Planned Conversion

The report shall include an overview of the conversion, describing in general or "overview" terms which elements will be removed, which will be retained and what other additions, alterations or extensions will be made.

The report shall describe any circumstances where the use of a pre-existing element will change. For example, if a concrete slab was previously used for office space and in the converted building will be used as a parking level, this must be identified. Similarly, if a portion of a previously enclosed office slab will be exposed on a balcony, this must be identified.

General Description of Additions and/or Alterations

The report shall include a general description of the additions, alterations or extensions that are proposed to be made to the property before the project registration date, or if applicable, a statement that no such repairs, additions, alterations or extensions will be taking place.

Scope of Work and Methodology

The scope of work and methodology section of the report should include a copy of the certificate of authorization within the meaning of the *Professional Engineers Act*, a copy of the certificate of practice within the meaning of the *Architect's Act*, or other written attestation as to the qualifications of the person who prepared the report. In addition, this section should include information about the consultant's engagement including the applicant's name; the consultant team names, including the field observers; the testing agents; any sub-consultants; the primary consultant responsible for the report and the report reviewer; the dates of the site visits; the purpose of the report; and any constraints that limited the consultant's ability to fulfill the mandate required by this bulletin.

The report must include a statement giving reliance on the report to Tarion, the project Field Review Consultant (FRC) (see Registrar Bulletin 19 – Condominium Projects Design and Field Review Reporting).

The report must also include the following statement:

“The opinions in this report are those of the consultant team. These opinions were not influenced in form or content by pressure from the applicant or anyone representing the applicant. The consultant team acknowledges that their duty in preparing the report is to Tarion, and ultimately to provide consumer protection to the purchasers of homes in the condominium project.”

Capital Replacement Plan

The capital replacement plan expands on the content in the property assessment report. Where the property assessment report focuses on the property and building(s) overall, the capital replacement plan focusses on the condition of the pre-existing elements, the challenges of mixing new and existing physical elements and systems and anticipated repairs, modifications and/or replacements related to the pre-existing elements. The capital replacement plan shall contain the following content:

- Description and details of the pre-existing elements
- Findings of required and optional testing
- Discussion of the condition of the pre-existing elements
- Identification of key risks including challenges of mixing new and existing physical elements and systems
- Heritage impacts
- Description of repairs, modifications and/or replacement projects related to the existing building that will be undertaken by the applicant prior to registration of the condominium corporation
- A preliminary confirmation that the project, including the pre-existing elements, is structurally adequate or will be structurally adequate before any units will be occupied
- A schedule outlining the repairs (as defined in the *regulation*, modifications and/or replacements that can reasonably be expected for the pre-existing elements of the project over the 45 years following registration of the condominium corporation (the “45-year major repair schedule)

- An expected major repair schedule (repairs to the pre-existing elements that are forecasted during the 7-year initial period in respect of both common elements and units)
- A copy of the author's certificate of authorization or certificate of practice

The capital replacement plan must be provided to Tarion prior to any sales of units in the RCCP taking place and at least 90 days prior to the commencement date.

Description of Pre-existing Elements

For each anticipated pre-existing element, the report must include a clear description of the element based on a visual review using photographs of a representative sample of the element to provide a clear understanding of the nature and extent of the pre-existing elements. Appendix A includes a table listing the type of descriptive information that is needed for standard elements. However, this list is not exhaustive, and a similar level of detail is expected for pre-existing elements not listed.

Note: These detailed descriptions are NOT required for elements that will not be retained in the new condominium project.

Identification of Key Risks

The report must identify any key risks for the project, such as those listed in Appendix B. Particularly, the report must include details of the challenges of mixing the new and existing physical elements and systems and how those challenges will be overcome. If applicable, the report must contain a statement that there are no such risks.

Findings of Required and Optional Testing

In addition to a visual review of the pre-existing elements, destructive testing to allow for the review and evaluation of concealed elements must also be completed. The findings of this review will assist Tarion in deciding if the proposed pre-existing element is appropriate for retention given the risk of related warranty claims, and will also help the consultant predict future repair, modification and/or replacement needs. Due to the requirement for destructive testing to take place, and the review of concealed components, the capital replacement plan goes beyond what is required in a traditional walk-through survey level of review (such as the ASTM E 2018 – “Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process”).

In addition to listing potential risks, Appendix B also identifies testing requirements for several risk areas and sets out the required sample size for the visual review for certain pre-existing elements. Where no indication is provided for sample size for the visual review, the consultant shall review a reasonable sample size such that the consultant is reasonably confident that the conditions seen are representative of the whole. Tarion may require additional testing of components not listed in the table in Appendix B.

If the consultant or a specialty sub-consultant⁶ requires additional testing to determine the cost of forecasted repairs, modifications and/or replacements related to the pre-existing elements, then this testing must be reported at the same level of detail as the required testing.

⁶**Specialty sub-consultants** are individuals or entities who have acquired detailed, specialized knowledge and experience in the design, evaluation, operation, repair or operation of the components involved in their field of expertise. Examples are environmental specialists and heritage specialists.

The applicant may elect to complete additional optional testing to determine the risk related to purchasing and converting the property. This elective testing should also be described in the report.

The report must include photographs to illustrate key findings of the required and optional testing where possible.

The report must include a statement confirming that the findings of the testing and the state of deterioration of the pre-existing elements have been considered in developing the forecasted expenditures.

Note: This testing is NOT required for elements that will not be retained in the new condominium project.

Heritage Impacts

The report shall include a description of any heritage status or attributes applicable to the building. As applicable, the report shall provide attachments (or links) to publications which define the heritage obligations of the property owner. The report can append letters or reports from a subcontractor for this portion of the report.

The report shall provide a detailed discussion of how this designation impacts the pre-existing elements, confirmation that a heritage consultant is on the project team and acknowledgement that the heritage designation has been considered in preparing the schedule of anticipated repairs, modifications and/or replacements.

Repair of Existing Building Prior to Registration

The report shall describe the repairs, modifications, additions or replacements to the RCCP that will be undertaken before the condominium corporation is registered. The scopes of work that the applicant intends to complete must be laid out so that Tarion can understand the work that is to be completed.

Confirmation of the completion of the work will form part of the Registrar Bulletin 19 reporting.

This section should also discuss any challenges that will be faced when interfacing the new building components with the pre-existing elements. This might include a discussion, for example, of the measures that will be undertaken to protect old stone masonry if thermal, vapour and air tightness improvements are completed, subjecting the stone to different conditions than it has faced in the past. No budgets for repairs undertaken prior to registration are required to be included in the reports but these can optionally be provided by the applicant to Tarion or must be provided if Tarion requests the information.

All conditions that represent a health and/or safety risk, or a risk of imminent structural failure must be repaired as soon as possible by the applicant and in all cases prior to registration of the RCCP.

A registered RCCP should not incorporate any pre-existing elements that are obsolete (for example, equipment that is no longer supported by the manufacturer and/or suitable technicians are no longer available) unless replacement of the elements is planned in the expected major repair schedule and/or 45-year major repair schedule.

The applicant is encouraged, and may be required, to bring the building into compliance with applicable laws prior to registration, even if they are not a condition of the municipal permit process.

45-year Major Repair Schedule

In tabular form, the report shall set out the forecasted major repairs⁷ to the pre-existing elements of the units and common elements of an RCCP and, if any, to the assets of the condominium corporation that are expected to occur within 45 years after the registration of the condominium corporation.

The scheduled major repairs must be developed taking into consideration:

- The visual condition of the pre-existing elements;
- How obsolete a pre-existing element is;
- State of fitness of habitation;
- Findings of the required and optional testing so that any known deterioration, that is not corrected before registration of the condominium, is included in the repair budgets in the expected work schedule;
- Increased costs of repairs related to obligations to apply appropriate heritage repair methodologies to the repairs. For example, if a façade is designated and the windows are anticipated to be replaced, replacement windows will need to match existing materials and configuration, or may need to be repaired rather than replaced;
- Increased costs or repairs related to the presence of hazardous materials (such as lead, asbestos); and
- Requirements of the Ontario Building Code and other relevant applicable laws.

Rather than itemize the future expenditures in each individual future year (which would be challenging to print), it is acceptable to include columns indicating the present cost, year of first occurrence, years between occurrences and any limiting conditions on the number of occurrences and then roll up the total expenditures in 5 or 10-year bands in all but the first ten years. For example, you might plan to reline a concrete hot water storage tank twice more and then budget for the tank's replacement. If the relining is needed in 2023 and then every ten years thereafter, the project would have a Year of First Occurrence of 2023, a Years between Occurrences of 10 years and a limiting condition that it only happens twice and then stops (see example in Appendix C).

For a project like reroofing, the Years between Occurrences would be equal to the service life of the roof. However, for some other projects, like caulking window perimeters, the caulking may only have a 20- year service life, but the Time between Occurrences might be 40 years because window replacement is scheduled 20 years after recaulking (see Appendix C).

⁷ **Major Repairs** means, any repair or replacement to the pre-existing elements that (a) is not ordinary maintenance; (b) for which the cost exceeds \$2,000; and (c) that is expected to occur after registration of the condominium corporation because the remaining service life of the pre-existing elements or a subsequent service life of them has come to an end.

Service Life means, in relation to the pre-existing elements, (a) the length of time, as accepted in the industry, between full replacements of an element or system of the pre-existing elements, and (b) the length of time until a major repair that includes less than full replacement is typically needed to an element or system of the pre-existing elements.

Remaining Service Life means, in relation to pre-existing elements, the time period between their current age and the time when major repairs to them are next expected to become necessary.

Expected Major Repair Schedule

The report must include an expected major repair schedule. This schedule shows the major repairs which are expected to occur within the initial period.⁸

The expected major repair schedule must be developed, taking into consideration the visual condition, the state of obsolescence, the findings of the required testing, the state of fitness for habitation, and a comparison against the requirements of the Ontario Building Code (per the OBC compliance section of the capital replacement plan) and requirements of applicable laws (per the applicable laws section of the capital replacement plan).

Forecasted Budgets and Timing

For both the 45-year major repair schedule and the expected major repair schedule, all expenditure forecasts must be “all-in” costs. This means that they must include all construction costs, including mobilization, demobilization, permit, bonding, access and “all-other-items” costs related to the project, as well as a reasonable construction contingency, allowance for engineering or other costs related to oversight of the project and applicable taxes.

Expenditure forecasts must take into consideration the fact that the work will be done in an occupied building with related requirements to manage phasing and related challenges (i.e. relocating vehicles to permit garage repairs). Pricing should be representative of what a typical condominium corporation could be expected to obtain when tendering work.

The cost information used by the consultant should be based on the consultant’s own cost database from similar projects, historical costs provided by the building owner, commercially available third-party cost data, third-party data such as from contractors or suppliers, and/or other qualified sources that the consultant deems appropriate.

Expenditure forecasts must be estimated and can be reported in current day dollars.

Repair budgets should be sufficient to replace pre-existing elements with equivalent elements. Where there are not equivalent elements for comparison, the budget should reflect the current construction standard for the element.

The service life of the pre-existing elements should be based on the consultant’s own database from similar projects, commercially available third-party service life data, CSA S478 – Guideline on Durability in Buildings and/or other qualified sources that the consultant deems appropriate.

Statement of Structural Adequacy

Since RCCPs are eligible for the major structural defect warranty, one of the purposes of the capital replacement plan is to have the condition of the structural components reviewed so that the deteriorated conditions are either addressed by the building prior to registration of the condominium, or are clearly identified in the expected major repair schedule.

The report must include a statement from a qualified professional (i.e. a structural engineer) confirming that the design, as contemplated at the time of providing the documentation to Tarion, is

⁸ **Initial period** is the seven-year period following registration of the condominium corporation.

capable of providing adequate structural support. Further detail on the structural adequacy of the building must be provided during the Registrar Bulletin 19 reporting process.

Building Code Compliance

If practical, the report may set out reasonable details of the path to Ontario Building Code compliance for the converted building(s) and for the pre-existing elements individually.

If Part 10 of the OBC applies, the report should indicate where compliance with other parts of the OBC is required, and indicate which parts impact the pre-existing elements. The report must show how the building performance level will not be reduced. Any compliance alternatives being applied must be identified.

If Part 11 applies, the report is to indicate where compliance with other parts of the OBC is required (per subsection 11.3 of the OBC), where the performance level is reduced and being compensated for via compensating construction (per subsection 11.4 of the OBC), where a compliance alternative is being used (per subsection 11.5 of the OBC) and where a compliance alternative is being used (to conform with any part of the OBC in lieu of the prescriptive requirements). Details of the methods of compliance must be provided. The report must also indicate which pre-existing elements will not be required to be brought into compliance with the current OBC (for example, if they are not being modified or otherwise not requiring modification under Part 11 of the OBC).

However, Tarion recognizes that information required above may not be available to an applicant at the time of preparing the capital replacement plan. If this information is not available during the application process, then it must be provided during the Registrar Bulletin 19 process. The builder will be required to provide a report from a code consultant indicating how code compliance was achieved. This report will form part of the milestone 5 report, which will be required for all RCCPs.

Clarity around OBC compliance is critical to interpreting warranty coverage during the claims and resolution period, so this portion of the report must be sufficiently detailed to permit Tarion to understand how the builder intends to achieve OBC compliance.

Applicable Law Compliance

If practical, the report may set out reasonable details of the path to compliance for the property, converted building(s) and for the pre-existing elements individually for any applicable laws including zoning, development regulations, property standards and maintenance, mandatory Canadian Standards Association requirements, Technical Standards and Safety Authority requirements, and Ministry of Labour requirements.

Scope of Work and Methodology

The scope of work and methodology section of the report should include a copy of the certificate of authorization within the meaning of the *Professional Engineers Act*, a copy of the certificate of practice within the meaning of the *Architect's Act*, or other written attestation as to the qualifications of the person who prepared the report. In addition, this section should include information including the applicant's name; the consultant team names including the field observers, the testing agents, any sub-consultants, the primary consultant responsible for the report and the report reviewer; the dates of the site visits; the purpose of the report; and any constraints that limited the consultant's ability to fulfill the mandate required by this bulletin.

The capital replacement plan shall include a statement giving reliance on the report to Tarion, the project FRC (see Registrar Bulletin 19 – Condominium Projects Design and Field Review Reporting), the vendor and the builder, and the condominium corporation’s performance auditor.

The report shall also include the following statement:

“The opinions in this report are those of the consultant team. These opinions were not influenced in form or content by pressure from the applicant or its representatives. The consultant team acknowledges that their duty in preparing the report is to Tarion, and ultimately to provide consumer protection to the purchasers of homes in the Condominium Project.”

Pre-existing Elements Fund Study

The pre-existing elements fund study is a report that uses the expenditures predicted in the capital replacement plan to determine the required builder contribution to the pre-existing elements fund. It is also used to disclose information about the pre-existing elements to the condominium unit purchasers. As this study is disclosed to purchasers and potential purchasers of units in the RCCP, it is also a critical communication document, describing the pre-existing elements in the RCCP in a manner that lay-people can understand. This report must be provided to Tarion before any sale of units in the RCCP take place, and at least 90 days prior to the commencement date.

The report shall contain the following information:

- A plain English overview of the conversion project. This content can be copied from the summary provided in the property assessment report.
- A list of all the pre-existing elements including their history
- A description of repairs, modifications and/or replacement projects related to the pre-existing elements that will be undertaken by the applicant prior to registration of the condominium corporation
- The 45-year major repair schedule for the project. This should align with the same schedule in the capital replacement plan unless it is revised during an annual update.
- The expected major repair schedule
- A description of each expenditure item in the expected major repair schedule to clarify what is intended to be covered by the budget provided.
- A determination of the amount to be contributed to the pre-existing elements fund by the applicant showing the amounts as applicable, required for any affected unit and the common elements in the project and for each asset, if any, of the condominium corporation in relation to the project.
- A copy of the consultant’s certificate of authorization or certificate of practice

The pre-existing elements fund study contains duplication of some content already covered in the property assessment report and the capital replacement plan. The reason for the repetition is that the pre-existing elements fund study forms part of the disclosure statement per subsection 72(3) of the *Condominium Act*, so it will be issued to purchasers and potential purchasers while the property assessment report and the capital replacement plan will not. It is also issued to the condominium corporation as part of the turn-over documentation per subsection 43(5)(l) of the *Condominium Act*.

Planned Conversion

The report shall contain a general description of the building(s).

The report shall contain a plain English overview description of the RCCP, giving high level information about which elements will be retained and which will be removed as part of the condominium development project. Significant alterations, additions and extensions must be described in reasonable detail using plain language. This is intended to give a lay person a general understanding of what makes this RCCP different from buying into a new condominium development.

This content may be copied directly from the property assessment report.

Pre-existing Element List

The report shall set out known information about when each pre-existing element was originally installed and what repairs, modifications and/or replacements have been undertaken in the pre-existing element; and have been completed to date. A solid attempt must be made to determine the age of the pre-existing elements including contacting manufacturers with serial numbers. Where this history cannot be determined via date stamps, reports or other conclusive evidence, the report author must use his/her best judgement to determine the likely age of the element and any prior repairs, modifications and/or replacements that are visually evident.

If there are limitations imposed by the heritage listing or designation that require deteriorated components to be incorporated into the building, these should be identified. For example, the historic cladding might incorporate necessary features such as cracked elements, which the heritage designation does not permit you to remove.

If heritage pre-existing elements will have a performance level that is different from what a purchaser might expect from a new building, these differences should be described along with any compensating measures. For example, if an uninsulated, exposed masonry wall is being retained, then the report might describe how these walls might be colder than the modern insulated walls, but that the heating system will be designed to provide adequate heat to compensate.

Repair of Existing Building Prior to Registration

The report shall describe the repairs, modifications and/or replacements to the pre-existing elements that will be undertaken before the condominium corporation is registered. This description has several purposes:

- Provides information to prospective purchasers about what repairs, modifications and/or replacements will be done.
- Provides information to the field review consultant regarding the scope of repair projects prior to registration.
Provides information to the builder's reserve fund study provider so they can reflect work related to the pre-existing elements when advising the applicant on appropriate annual reserve fund contributions for the RCCP.
- Provides information to the condominium corporation's reserve fund study provider so they know what work was done and when. For example, if a repair to a parking slab is completed

by the applicant, including installation of a new waterproofing membrane, this information will also be important to the development of the condominium corporation's reserve fund study.

No budgets for repairs, modifications and/or replacements undertaken prior to registration are required to be included in the pre-existing elements fund study, but these can optionally be provided by the vendor, if desired, to help communicate such information to prospective purchasers, the condominium corporation, the FRC and the reserve fund study provider.

The 45-year Major Repair Schedule

The 45-year major repair schedule developed for the capital replacement plan must be replicated in the first pre-existing elements fund study.

Expected Major Repair Schedule

The expected major repair schedule developed for the capital replacement plan must be replicated in the first pre-existing elements fund study.

Expected Major Repairs during Initial Period

The report shall describe the nature of each anticipated major repair within the initial period in sufficient detail so that readers of the report can understand what is covered and what is not. It will differentiate between common elements and work needed for residential units. For example, the discussion must differentiate if the planned expected major repair relates to complete replacement of an element (e.g. full replacement of a roof), or a localized repair (e.g. replacement of the roof flashings along the north elevation of the building). Separate line items should be used for different types of repairs. With each expected major repair line item, an estimate of the cost of the work must be listed.

The report should also discuss assumptions made that might have a significant impact on the budget in the expected major repair schedule (e.g. is the budget based on the project being completed in one phase or multiple phases, is the budget based on mid-efficiency or high-efficiency equipment, etc.). This clarity is important to helping evaluate if related funds in the pre-existing elements fund is to be used within the warranty period or not, so it is to the applicant's benefit to ensure that expenditures are well defined.

For clarity, the initial period is 7 years following registration of the condominium corporation. For phased corporations, there is a distinct 7-year period for each phase.

Applicant's Contribution to the Pre-existing Elements Fund

The applicant shall contribute an amount to the pre-existing elements fund equal to the value of "expected major repairs" shown in the expected major repair schedule within the initial period.

Scope of Work and Methodology

The scope of work and methodology section of the report should include a copy of the certificate of authorization within the meaning of the *Professional Engineers Act*, a copy of the certificate of practice within the meaning of the *Architect's Act*, or other written attestation as to the qualifications of the person who prepared the report. In addition, this section should include information including the applicant's name; the consultant team names including the field observers, the testing agents, any sub-consultants, the primary consultant responsible for the report and the report reviewer; the dates of the

site visits; the purpose of the report; and any constraints that limited the consultant's ability to fulfill the mandate required by this bulletin.

All reports shall indicate the names and qualifications of the field observers, the testing agents, and the report reviewer.

The pre-existing elements fund study shall include a statement giving reliance on the report to Tarion, the project FRC (see Registrar Bulletin 19 – Condominium Projects Design and Field Review Reporting), the vendor, the builder, the future condominium corporation, the future condominium corporation's future reserve fund study provider and the purchasers of homes in the RCCP.

The report must also include the following statement:

"The opinions in this report are those of the consultant team. These opinions were not influenced in form or content by pressure from the builder or vendor. The consultant team acknowledges that their duty in preparing the report is to Tarion, and ultimately to provide consumer protection to the purchasers of the Condominium."

Updates to the Pre-existing Elements Fund Study

The applicant shall provide updates to Tarion on or before the first anniversary of the enrolment of the first unit in the RCCP, and on or before every anniversary after that until the registration date of the condominium, and shall submit a final update of the study no earlier than 90 days or later than 60 days before the registration of the condominium corporation. The updates shall consist of the following:

- (a) a written confirmation certified by a senior officer or principal of the applicant that there have been no changes to the RCCP that would affect the pre-existing elements fund study since the initial study was submitted or since the last update; or
- (b) an updated pre-existing elements fund study outlining:
 - (i) any changes to any aspect of the pre-existing elements fund study;
 - (ii) how and why the changes came about;
 - (iii) a revised expected major repair schedule and the 45-year major repair schedule to the extent they are impacted by changes; and
 - (iv) whether there has been an increase or decrease in the amount of money that should be included in the pre-existing elements fund.

If an update is the final update, then it shall include all of the above information, and a brief description of all of the changes made to the pre-existing elements fund study since the initial study, as well as a consolidated revised expected major repair schedule.

Examples of changes include:

- Construction delays that shift the date of registration by more than 6 months.
- The decisions about the pre-existing elements change materially (for example, a material element that was going to be retained is removed, or if a material element that was going to be removed is retained).
- The repair, modification and/or replacement of one or more pre-existing elements being completed prior to registration will affect the matters or cost estimates on the expected major repair schedule.

These updates may result in changes to the expected major repair schedule and may impact the amount of money required to be contributed to the pre-existing elements fund. Updates to the pre-existing elements fund study may also constitute material changes to the disclosure statement under the Condominium Act.

Tarion shall use reasonable efforts to review the updated report within thirty (30) days after receipt. If the report is satisfactory to Tarion and if the report(s):

- (a) indicate the amount of the pre-existing elements fund should be in the aggregate, increased by 25% or more then the vendor shall within thirty (30) days of the written request from Tarion increase the amount of the pre-existing elements fund by the amount specified in the updated report(s); or
- (b) if the **final** update indicates that the amount of the pre-existing elements fund should be increased, the vendor shall, within 30 days of receiving a written request from Tarion, increase the amount of the pre-existing fund by the amount specified in the update.

If the **final** update indicates that the amount of the pre-existing elements fund should be reduced, the vendor may send a written notice and certificate to the trustee requesting that the pre-existing elements fund be reduced by the stated amount.

Who May Complete the Reports?

The following classes may conduct a property assessment report, capital replacement plan or pre-existing elements fund study:

- Persons who hold a certificate of practice within the meaning of the *Architects Act*.
- Persons who hold a certificate of authorization within the meaning of the *Professional Engineers Act*.

The primary consultant can engage and oversee specialty sub-consultants such as a design structural engineer, a code consultant, an architect, a cost consultant, or others as needed to fulfill the scope of the three reports required for the RCCP. The primary consultant is responsible for assembling a team that is knowledgeable of the statutes, regulations, codes, and technical standards applicable to the scope. The consultants are required to perform the required assessments and prepare the required reports without any bias to a party. In all cases, the specialty sub-consultants must be engaged by the primary consultant so that a single integrated report is provided for each of the property assessment report, the capital replacement plan and the pre-existing elements fund study. Continuity of the team between the three reports is required, except in exceptional circumstances, which must be approved in advance by Tarion.

All involved consultants must be at arm's length from the applicant, vendor and builder as well as the prior owner of the building (where the applicant or vendor is acquiring the site) and must not have a financial interest in the RCCP except related to their engagement as a consultant. The consultant who prepares these reports may also prepare the Registrar Bulletin 19 reporting for the project if they are a qualified FRC.

The consultant team shall be insured under a policy of liability insurance that includes coverage for liability for errors, omissions arising out of conducting the reports subject to the exclusions, conditions and terms that are consistent with normal insurance industry practice with a single claim limit of not less than \$1 million per occurrence and an aggregate policy limit in the amount of not less than \$2 million for all claims in a year or an automatic policy reinstatement feature. Liability coverage should

extend to sub- consultants. Alternatively, it will be acceptable to show that sub-consultants carry the same level of liability coverage.

Limitations

Tarion acknowledges that reports described in this bulletin are prepared based on reasonable sampling and extrapolation of findings and that the expenditures forecasted in the capital replacement plan and pre-existing elements fund study are the consultants' best attempt to develop an opinion of the work likely to be required. Like all forecasting exercises, the reports and processes described in this bulletin have been designed to reduce, but not necessarily eliminate uncertainty regarding the potential for a pre-existing element to require repair, modification and/or replacement not reflected in the capital replacement plan and pre-existing elements fund study. This bulletin also recognizes the inherent subjective nature of a consultant's opinions with regards to the means of repair, opinions of repair cost and remaining useful life determination. The intent of the process is to make the future condominium corporation reasonably whole with respect to the pre-existing elements but there should be no expectation that the future costs will align perfectly with the predications in the capital replacement plan or the pre-existing elements fund study.

Pre-existing Elements Fund

A vendor of an RCCP shall establish and fund a separate trust escrow account with an arm's length trustee (approved by Tarion), to hold the pre-existing elements fund. This requirement is described in greater detail in Appendix F.

Pre-existing Elements Fund and Warranty Claims

To address instances where there could be overlap between an expected major repair and a warranted condition, see Appendix F.

Disclosure

The *Condominium Act* requires the builder to disclose certain information about an RCCP to prospective purchasers. Section 74 of the *Condominium Act*, includes:

- A statement that the project is a residential condominium conversion project;
- A list of the pre-existing elements as identified in the pre-existing elements fund study;
- A copy of the pre-existing elements fund study;
- A statement reminding purchasers that the pre-existing elements are not covered by subsection 13 (1)(a)(i) of the *ONHWP Act*, meaning that they do not carry the warranty related to being constructed in a workmanlike manner and free from defects in material
- A copy of subsection 13 (1)(a)(i) and subsection 17.2 (1) of the *ONHWP Act* (see below); and
A statement that the Registrar, as defined in the *ONHWP Act*, has confirmed that the conditions set out in subsection 17.2 (1) of the *ONHWP Act* have been satisfied.

Registrar Bulletin 19 Process for RCCP

In addition to the standard Registrar Bulletin 19 process, **all** RCCPs (regardless of Type) are also subject to the following additional requirements.

The field review consultant must review the property assessment report, the capital replacement plan and the pre-existing elements fund study to understand the pre-existing elements, the repairs, modifications and/or replacements related to the pre-existing elements that are to be completed prior to registration as well as understand the expected major repair schedule.

For the repairs, modifications and/or replacements to the existing building being completed prior to registration (per the pre-existing elements fund study), the field review consultant's Registrar Bulletin 19 scope of work proposal should include an additional table of risk areas related to the planned repairs, modifications and/or replacements. For each planned repair, modification and/or replacement, the field review consultant shall propose the related document review, field review and proposed number of visits that will be completed to provide technical oversight of the work. The level of detail shall be comparable to the level of review of similar work in the base Registrar Bulletin 19 and should be sufficient to permit the field review consultant to sign-off on the work identified in the capital replacement plan and updated pre-existing elements fund study. If the applicant has engaged a separate consultant to design and oversee one or more of the works, then the number of visits by the field review consultant can be fewer than if no consultant has been engaged to oversee the works, but they should still be included in the field review consultant's scope. Additional design review certificates and field review declarations may be needed related to these other consultant roles if the works are not being overseen by the main design team. The scope of work should directly address the structural adequacy of the building and, if necessary, Tarion may request a report from a structural engineer to address any concerns.

Specifically, a design review certificate of a code consultant will be required. A report from the code consultant must be filed with Tarion (Milestone 5) indicating how code compliance was achieved. This report should include a description of which portions of the building have been brought up to meet the same requirements of current code that would apply to new components, which portions are brought into compliance per Part 10 or Part 11 of the Code and how, which portions are brought into compliance by virtue of heritage listing or designation. For further details of this report, please refer to pages 18 and 19 of this bulletin.

An example of a custom scope-of-work table related to the repairs, modifications and/or replacements being completed by the applicant prior to registration is included below.

Deficiencies related to these works prior to registration shall be tracked in the milestone and final reports in a similar manner to deficiencies in a new construction.

EXAMPLE Table 12: Projects being Completed Prior to Registration of the RCCP				
ITEM	RISK AREAS	RISK FACTORS		
		Documentation Review	Field Review	Proposed number of visits
12.1	Structural repair and waterproofing of garage parking levels.	Concrete mix/admixtures; reinforcing steel-coatings; patch details; shoring	Structural repair of the concrete slab including removals, cleaning and placing reinforcing steel and concrete placement. Protection from corrosion problems related to de-icing salts; protection against leakage: Traffic deck waterproofing system; upturns at terminations; seals at penetrations; joint sealing details; exterior ramp waterproofing/de-icing system; trench drain waterproofing; column/wall base protection at slab-on-grade	12
12.2	Repointing, brick replacement and shelf angle repairs at historic façade	Shelf angles; corrosion protection	Shelf angles; corrosion protection; securement; masonry units; connectors; control joints; locations; clear widths	6
12.3	Installation of elevator machine guarding and car top rails		Confirm installation	1
	Additional as per the PEFS...			
			Total proposed number of visits:	19

Registrar

“Peter Balasubramanian”

Appendix A

Descriptions of Pre-existing Elements for the Capital Replacement Plan

The following table lists the type of descriptive information that is needed for the pre-existing elements identified below. A similar level of detail is expected for pre-existing elements not listed in the table.

Description Requirements for Pre-Existing Elements	
Pre-Existing Element	Description
Below Grade and Structure	
Below grade / foundation / structure	Identify basic type of structures present for each building. Describe substructure (foundations, perimeter walls, the presence of basements or crawl spaces) and superstructure (floor framing system, roof framing system, penthouse framing system).
Balconies	Describe the nature of the balcony structural design (cantilevered, spanning side to side, nature of reinforcing steel in concrete slabs, soffit finishes where soffits are enclosed). See Life Safety Systems for discussion of balcony guards.
Buried roof decks	Describe the structural framing system. Describe extent of buried roof decks. Describe type of membrane installed and the approximate depth of overburden. Indicate if there are mature trees located over the garage roof deck.
Suspended parking slabs	Describe the structural framing system. Describe waterproofing system installed.
Lowest slab(s)	Describe the construction of the slab(s). Identify if structurally reinforced (raft, suspended slab) or if constructed as a slab on grade.
Exterior vehicle ramps	Identify the structural framing system. Indicate if ramp slabs are suspended or on grade. Describe topping and snow-melt system.
Vehicle Bridges	Identify the type of structure and the waterproofing system installed.
Exterior Closure	
Exterior wall cladding	Identify cladding systems installed including describing the extent of each. Describe cladding vertical and lateral support systems.
Windows	Describe the window frames (materials, thermally-broken or not), glass (single/double/triple glazed, sealed units or removable double-glazing), type of operable units installed, and general configuration.
Doors	Describe the types of doors installed, noting any power operation features.
Skylights	Describe the type of skylight installed. Indicate if guarding is present around the skylights.
Roofing	
Roofing	Describe the type of installation (conventional, protected membrane), membrane type, insulation type and thickness, and ballast. Describe drainage. Describe counter-flashings.
Attic	For roofs with attics, describe the framing, insulation, vapour barrier, access, and ventilation. Describe the sheathing materials. Describe joist bracing.

Life Safety Systems	
Fire detection and alarm	Describe main panel and annunciator panels (location, number of panels, manufacture, model, number of alarm and supervisory zones, and age). Describe voice communication and paging systems. Describe any CACF controls for ventilation equipment.
Fire suppression	Describe the incoming service and whether backflow prevention is provided. For sprinkler systems, describe main valves, distributed valves, alarm supervision, piping type. Describe which system are wet and dry and describe coverage of same. Describe water storage facilities. For standpipes, describe the number of risers and locations of fire hose cabinets, types of valves installed. Describe fire department connections and private hydrants.
Passive fire safety	Fire separation: Describe the construction and fire rating of fire separations. Egress: Describe the exit facilities.
Emergency power	Describe battery-pack, battery-inverter type or generator-based emergency power systems. For generators, indicate make, model, capacity, age. Describe automatic transfer switch locations, capacities, and systems served.
Smoke control	Describe any pressurization fans, smoke shafts or smoke vents used for smoke control.
CO detection	Describe CO detection and alarm equipment installed in and adjacent to rooms containing gas-fired appliances
Guards at stairs, balconies and other edges	Describe guards including height, gap sizes, presence of climbable elements, type of glass installed and position relative to the protected edge.
Interior Finishes	
Interior finishes, equipment, and furnishings	Describe any interior finishes, equipment or furnishing that will be retained as part of the RCCP.
Conveyance	
Conveyance (elevators, escalators, and other lifts)	Describe the type and number of installed equipment, manufacturer, age, date of last major modernization. Describe fire-fighter service provisions. Indicate if elevator recall is linked to on-floor smoke detectors or if it is a ground-floor recall only. Indicate if machine guarding and car top rails are installed if needed.
Mechanical	
Heating and air conditioning	Describe the equipment used to generate and distribute heat and cooling (including terminal units) in terms of manufacturer, model, age, capacity, and method of distribution. For air conditioning, note the type of refrigerant used (R11 shall not be re-used in an RCCP). For terminal units, description of typical units is adequate (rather than describing each individual unit). Describe any supplemental heating and cooling systems, solar systems, geo-thermal, etc. Describe any unusual systems installed such as refrigeration for ice-rinks, cold-storage, special computer cooling systems, etc. Describe chimneys and fireplaces including chimney linings.
Ventilation	Describe major air supply and exhaust systems in terms of manufacturer, model, age, capacity, and method of distribution. For small exhaust fans, only a general description is needed (make, model, capacity not required).

Plumbing	<p>Describe the type of piping used on incoming main, describe installation features (size of service, presence of metering, by-pass and backflow prevention).</p> <p>Describe type of piping used in distribution systems in the building, zoning/layout, recirculation systems.</p> <p>Describe how hot water is generated and stored, describing the equipment in terms of make, model, age, capacity. Identify if a mixing valve is installed to control water temperature.</p> <p>Describe the drainage system, piping, and any retention or detention systems or surface water features. Describe sump pits and pumps.</p>
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Electrical	
Electrical service and distribution	<p>Describe incoming power service in terms of manufacturer, capacity, age. Identify type of wiring used in main risers and branch wiring. Describe transformers.</p> <p>Describe distribution panels. Describe any supplemental power generation systems such as solar or wind-power, full-time onsite generation capacity, etc.</p> <p>Describe metering. Describe lightening protection systems. Describe metering systems.</p>
Electrical service and distribution	<p>Describe incoming power service in terms of manufacturer, capacity, age. Identify type of wiring used in main risers and branch wiring. Describe transformers. Describe distribution panels. Describe any supplemental power generation systems such as solar or wind-power, full-time onsite generation capacity, etc. Describe metering. Describe lightening protection systems. Describe metering systems.</p>
Lighting	<p>Describe types of lights installed. Describe any motion-sensing systems including determining if the models installed operate properly in smoke-filled spaces.</p>
Sitework	
Topography	<p>General topography and proximity to flood plains. Describe anti-flooding provisions.</p>
Paving, walkways, and patios	<p>Identify the materials installed; describe locations of installations including noting if they are on grade vs. over a structure</p>
Drainage	<p>See Plumbing.</p>
Site features	<p>Describe fencing, retaining walls, irrigation systems, water features, signage, playground equipment, gazebos, etc.</p>
Special utility systems	<p>Describe any water supply or wastewater treatment systems.</p>
Acoustics	
Acoustics	<p>Describe the construction of acoustic separations.</p>
Barrier-free	
Barrier-free	<p>Describe universal washrooms, power door operators and other barrier-free provisions.</p>
Security Systems	
Security systems	<p>Describe access control, intercom, and entry-control systems in terms of number of stations, manufacturer, and age.</p>
Other Systems	
Other systems	<p>Describe any pre-existing elements not mentioned above in terms of materials and extent.</p>

Appendix B

Testing and Evaluation Requirements for Capital Replacement Plan

The following testing and investigation are required for pre-existing elements and the findings of the testing must be included in the capital replacement plan. If a component is not listed, the consultant should refer to a similar item to understand reasonable testing and evaluation.

NOTE: No testing is required for pre-existing elements that will be removed as part of the development of the RCCP.

Testing and Evaluation Requirement for Pre-Existing Elements	
Below Grade/Foundations	
Foundations including footings, piers, and load-bearing foundation walls	Steel columns that extend below grade and have been exposed to salt-laden water should be excavated to evaluate the condition of the buried portions. The bases of columns at slabs-on-grade that have been subjected to salt-laden water must be hammer tapped to identify column base delamination. For other foundations, testing to be defined by the project structural engineer.
Slab-on-Grade	No special investigation or testing is expected as part of the capital replacement plan for normal unreinforced slabs-on-grade except in the case of unusual cracking (which must be investigated with the scope defined by the project structural engineer). For structurally reinforced slabs see “Conventionally reinforced concrete slabs” or “Post-tensioned reinforced concrete” sections of this table, as applicable. Tie down anchors that require period stress testing should have the stress levels measured.
Load-bearing basement walls	Testing to be defined by the project structural engineer. Visual review of the full perimeter of the foundation walls should be completed to identify areas with leakage or other deterioration.
Structure	
Note: The consultant must confirm that the removal and/or disassembly of building components, or other testing can be undertaken safely before commencing such work.	
General structural integrity	The intent of the structural evaluation is to provide sufficient understanding of the structure, including its current state of deterioration, to permit the consultant to provide an informed opinion on likely future repairs. Consultant can refer to PEO Professional Practice Bulletin “Structural Engineering Assessments of Existing Buildings” for guidance. The following is a list of common structures and Tarion testing requirements (in addition to any required by the design team):
Slab-on-grade	<ul style="list-style-type: none"> • Visual review for cracking or evidence of settlement or heaving. Test openings for voids if suspected.

<p>Conventionally reinforced concrete slabs - previously exposed to parking</p>	<p>A detailed component evaluation should be completed and include:</p> <ul style="list-style-type: none"> • Sounding of 100% of the exposed topside of the slab (chain drag). • Sounding of 100% of the exposed ledge beams and column bases (hammer tap). • Sounding of a 25% representative sample of the underside of the slabs (hammer tap). • Corrosion-potential (half-cell) testing at each concrete pour. • Chloride testing at 10 mm to 20 mm, 30mm to 40 mm and 60 mm to 70 mm depths at two samples locations in each concrete pour. • Concrete strength testing as required by the structural engineer taking responsibility for the structure. • Carbonation testing at two locations on the soffit of each concrete pour. • Visual review of the underside of the slab for evidence of leakage or other deterioration.
<p>Conventionally reinforced concrete slabs - to be exposed to parking (but were not previously)</p>	<p>A detailed component evaluation should be completed and include:</p> <ul style="list-style-type: none"> • Chloride testing at 30 mm to 40 mm depth at one sample in each concrete pour to determine if admixed chlorides are present. • Concrete strength testing as required by the structural engineer taking responsibility for the structure. • Sufficient visual review and measurements to determine work required to provide positive drainage. • Testing defined by the project structural engineer to permit confirmation of load capacity for the intended use.
<p>Conventionally reinforced concrete slabs - to be exposed as balconies (but previously within the building envelope)</p>	<p>If the new balconies will be waterproofed, the component evaluation should include:</p> <ul style="list-style-type: none"> • Concrete strength testing as required by the structural engineer taking responsibility for the structure. • Sufficient visual review to determine work required to ensure drainage away from the building. <p>If the new balconies will not be waterproofed, a detailed component evaluation should be completed and include:</p> <ul style="list-style-type: none"> • Chloride testing at 30 mm to 40 mm depth at one sample in each concrete pour. The presence of admixed chlorides will necessitate the installation of a waterproofing membrane on balconies. • Concrete strength testing as required by the structural engineer taking responsibility for the structure. • Testing to confirm the presence of sufficient admixed air to ensure durability when exposed to the exterior. • Sufficient visual review to determine work required to ensure drainage away from the building.
<p>Balcony slabs - to remain as balcony slabs</p>	<p>A detailed component evaluation should be completed and include:</p> <ul style="list-style-type: none"> • At 25% of representative balconies: visual review, sounding of the slab edges, top- side and soffits to permit detection of structural deterioration (for all concrete balconies including conventionally reinforced, joist chord reinforced and precast, etc.). • Remove soffit cladding (if present) at a minimum of 5% of balconies to permit review of concealed structural conditions. Extend this sample size if inconsistent results are detected such that a reasonable prediction of overall condition can be made. Review

	<p>sufficient connections in structural steel buildings have been reviewed to permit the structural engineer an understanding of any damage that might have been caused by historic or ongoing leakage.</p>
<p>Unbonded post-tensioned concrete slabs - previously exposed to parking</p>	<p>A detailed component evaluation should be completed and include:</p> <ul style="list-style-type: none"> • Visual review and screwdriver penetration testing at a minimum of 25% of tendons on each floor or major structural component to be reused. As part of this testing, tightly sealed access panels shall be installed to permit review of these tendons again in the future by the condominium corporation (except in locations where these would visibly detract from the design, as defined by the design team). • In cases where the penetration testing detects under-stressed cables, testing to determine the extent of under-stressing and the implications on structural capacity. This testing scope shall be defined and overseen by the structural engineer for the project.
<p>Bonded post-tensioned concrete slabs - previously exposed to parking</p>	<p>A detailed component evaluation should be completed and include:</p> <ul style="list-style-type: none"> • Visual review and screwdriver penetration testing at a minimum of 10% of tendons on each floor or major structural component to be reused. As part of this testing, tightly sealed access panels shall be installed to permit review of these tendons again in the future by the condominium corporation. • In cases where the penetration testing detects under-stressed cables, testing to determine the extent of under-stressing and the implications on structural capacity. This testing scope shall be defined and overseen by the structural engineer for the project.
<p>Post-tensioned concrete slabs - not previously exposed to parking</p>	<p>A detailed component evaluation should be completed and include:</p> <ul style="list-style-type: none"> • Visual review and screwdriver penetration testing at a minimum of 5% of tendons on each floor or major structural component to be reused. As part of this testing, access panels shall be installed to permit review of these tendons again in the future by the condominium corporation. • In cases where the penetration testing detects under-stressed cables, testing to determine the extent of under-stressing and the implications on structural capacity. This testing scope shall be defined and overseen by the structural engineer for the project.
<p>Autoclaved aerated concrete</p>	<ul style="list-style-type: none"> • See discussion under Roofing for autoclaved concrete roof decks. • For autoclaved concrete interior floor slabs, complete 100% visual survey for deterioration or excessive deflection. If concealed by finishes, make openings to evaluate representative conditions. • Concrete strength testing as required by the structural engineer taking responsibility for the structure. • For autoclaved concrete block back-up walls, make exterior wall openings, 1 per 500 sq. m of wall area type to evaluate the state of deterioration and condition of wall ties.
<p>Heavy timber structures</p>	<p>No testing above that required by the project structural engineer (who will define the testing required to determine structural adequacy). See "Environmental Concerns" for</p>

	discussion of wood damaging organisms such as termites.
Steel Structures	<p>A detailed component evaluation should be completed and include:</p> <ul style="list-style-type: none"> • Inspection of a representative sample of steel members and connections. This may require removal of finishes and fire-stopping. Steel members that extend below grade should be included in this sampling. • If parking levels are located above occupied spaces, or other conditions exist that could have resulted in long-term leakage onto concealed steel connections, ensure that sufficient connections in structural steel buildings have been reviewed to permit the structural engineer an understanding of any damage that might have been caused by historic or ongoing leakage to define required repairs. • For OWSJ with cold-form top steel chords that are a closed shape, evaluate the condition of the top chords where water might collect and cause corrosion. • For brick clad steel columns at the building exterior, brick must be removed at representative locations to evaluate the state of corrosion of the embedded columns if any cracking is present.
Exterior Closure	
Note: The consultant must confirm that the removal and/or disassembly of building components, or other testing can be undertaken safely before commencing such work.	
Wall cladding at exterior walls, and parapets, including exterior sealants – general requirements	<p>A detailed component evaluation should be completed and include:</p> <ul style="list-style-type: none"> • For high buildings, minimum 50% direct review of a representative of the total wall area by bosun’s chair or suspended stage, unless direct access is otherwise provided (example: balconies or terraces). • For low buildings, minimum 25% direct review of a representative of the total wall area. • Where the wall assembly is to remain in place, wall openings (interior and/or exterior) are to be completed at a sample of the wall types to confirm the assembly (anchorage of cladding to back-up, anchorage of back-up to structure, vertical support, water control flashings, insulation, air/vapour barrier, firestopping, etc.) and evaluate the condition of the concealed components. A minimum of 1 opening per 500 sq. m. of wall area type should be completed. Masonry parapets should be treated as a separate wall type. For masonry and EIFS and similar, openings will be from the exterior. For precast and cast-in-place, openings can be from the interior. • Sealant test cuts should be completed, where sealants form an integral part of the cladding assembly.
Stacked header brick masonry	In addition to the general cladding requirements, where header brick masonry is stacked for many storeys without horizontal joints on a concrete-framed building, and the masonry was not originally designed to be load bearing, the wall investigation should take note of the condition of the header bricks to identify if any shearing has occurred that would disconnect the brick from the backup. The investigation should also consider if excessive loads have been transferred onto the brick from the structural frame due to shrinkage of the frame.

Windows	<p>A detailed component evaluation should be completed and include:</p> <ul style="list-style-type: none"> • Air and water leakage testing for compliance with CSA Standard A440. • Structural testing of a mock-up of each different window system to confirm the adequacy of the anchorage per CSA Standard A440. • Confirmation of compliance with OBC requirements for windows located within 1 m of the floor (glass type, ability to withstand guard loads).
Balcony guards	See Life Safety.
Soffits	Sufficient openings should be made to clearly understand the heating and insulating of soffits so that repairs needed to prevent cold floors can be developed.
Roofing (including Suspended Access Equipment)	
Roofing	<p>Complete the following in addition to the visual review. If the roof is snow covered at the time of review, then this must be identified in the key risk area list and conservative assumptions regarding remaining service life should be made.</p> <ul style="list-style-type: none"> • For flat roofs with the membrane installed above the insulation and exposed, complete an infrared survey for evidence of moisture below or within the membrane including test cuts to confirm the findings. • For flat roofs with ballasted single ply membranes, no test cuts are required, but seams should be sampled for integrity and the roof should be reviewed for signs of tenting or other shifting of the membrane. • If the roof consists of an overlay over an older roof, this must be identified in the description section of the report and the service life should be shortened accordingly. • For flat roofs with asphaltic membranes (exposed membranes as discussed above and protected membranes, where the membrane is installed under the insulation) complete test cuts at a minimum of 1 location per 500 sq. m. of roof area, to confirm the roof assembly, the condition of the roof components and the deck conditions. Test cuts are not needed at minor inconsequential roofs (such as small projections, small canopies) although the condition of these roofs shall be reviewed visually and via inspection of the underside for evidence of leakage. • If test cuts reveal phenolic foam insulation on a steel deck roof (which can form acid in the presence of leakage, causing structural damage to the roof deck below), make test openings 10'x10' to permit review of the condition of the steel deck at enough locations to be able confident that the conditions seen are representative of the overall deck. • For moisture susceptible roof deck (such as "Siporex" – autoclaved aerated lightweight concrete), make test openings 10'x10' to permit review of the condition of the deck at enough locations to be confident that the conditions seen are

	<p>representative of the overall deck. Complete any strength testing required by the structural designer.</p> <ul style="list-style-type: none"> • For flat roofs, evaluate risk of overloading in the event a drain is blocked. Evaluate the detailing of penetrations. • For sloped roofs or flat roofs with an attic space below, the assessment should include a representative review of attic spaces and intrusive review of any concealed attic spaces to permit visual review for evidence of leakage and related deterioration, evidence of adequate support of roof sheathing, and evaluation of the adequacy of the ventilation. It should also include confirmation of ice-damming protection and flashing of valleys and interfaces with walls.
Suspended access systems	An inspection by a qualified contractor or consultant should be completed for compliance with the current Ontario Ministry of Labour requirements and CSA Z91 requirements if an existing, valid report, certifying the system for use (with all identified deficiencies corrected), is not available.
Fall hazards	Review the location of skylights and roof edges relative to the location of existing rooftop equipment that will be retained to be able to define where guards must be installed to prevent workers on the rooftop from falling through the skylights or off roof edges.
Life Safety	
Fire alarm system	Review latest annual fire alarm inspection report and certificate, confirming that all deficiencies identified during the review have been rectified.
Sprinkler and standpipe systems	Review latest annual suppression system inspection report and certificate, confirming that all deficiencies identified during the review have been rectified. Test the flow capacity of the fire pump against required flow.
Emergency power	<p>Generator: Review latest annual generator inspection report and load test reports confirming that all deficiencies identified during the review have been rectified. Submit generator and fuel system compliance report per TSSA and CSA requirements. If full load test has not been completed as part of routine testing, this test must be completed as part of the capital replacement plan preparation.</p> <p>Battery based systems: Test operation of equipment for required duration of operation.</p>
Fire separations	Complete test cuts as required to determine the construction to allow confirmation of code compliance.
Egress	Handled as part of the building permit process. No testing required here.
CO detection	Review latest annual inspection report and certificate confirming that all deficiencies identified during the review have been rectified.
Smoke control	Provide a copy of the latest annual fire test indicating that the smoke control/pressurization equipment is functional. If one is not available, complete an annual inspection.
Balcony guards (and similar – on retaining walls, etc.)	<p>A detailed component evaluation should be completed and include:</p> <ul style="list-style-type: none"> • Load testing • Measurements at a representative sample of guards for compliance with the applicable dimensional requirements. • Verification that the glass meets the applicable requirements.

Stairwell guards	A detailed component evaluation should be completed and include load testing measurements at a representative number of guards for compliance with the applicable dimensional requirements.
Low windows	For low windows that represent a risk to children falling, describe if guards are installed. If not, complete load testing to confirm that the windows can withstand guard loading (or indicate that guards will be installed as part of the conversion) so that the building is fit for habitation.
Pinching/entrapment	Confirm that equipment guarding is installed at all pre-existing element equipment where there is a risk of pinching or entrapment.

Interiors	
Wall and Floor Assemblies	Intrusive investigation of a representative sample of the interior wall and floor assemblies should be completed to confirm the existing construction and assembly (materials and fire resistance rating), including concealed fire stopping. Sound all floor and wall tiling to detect areas that are deboned.
Equipment and Furnishings	Complete reasonable testing to evaluate that the equipment or furnishing can fulfill its intended purpose. Confirm flame spread and smoke developed ratings.
Conveyance (Elevators, Escalators and Lifts)	
Ropes, machine, controls	Confirm that inspections and testing required by TSSA are up to date. Complete any outstanding. Confirm date of last control modernization.
Hoist way and pit	Visual review of hoist way and pit for corrosion of elevator equipment or evidence of leakage.
Hydraulic elevators	Confirm if buried cylinders are single-bulkhead and if they have a PVC lining on the cylinders. Review maintenance logs for evidence of unexplained oil loss.
Mechanical (HVAC and Plumbing)	
Domestic water service	Main service: If lead or galvanized, provide details of replacement. Backflow prevention: Confirm that annual testing is up to date and registered with the municipality if that is a local requirement.
Domestic water generation and storage	Confirmation of the date of last relining for concrete lined tanks. If unknown, inspection by a qualified contractor. For glass storage and heater tanks, confirm age and history of leakage. Domestic water boilers: See Boilers.
Water distribution piping	Confirm age of piping and history of leakage. For galvanized cold-water piping that might be retained, complete test cuts to evaluate the extent of corrosion. Complete a visual review of check for Kitec piping (also known as PlumbBetter, AQUA, Warmrite, AmbioComfort, XPA, Kerr Controls: Typically installed between 1995 and 2008).
Sanitary and storm water drainage piping	Hydrostatic, pneumatic or smoke testing for cracks and leaks in sanitary piping; camera survey of storm water piping. Visual review of storm water retention or detection tanks. Confirm operation of sump pumps. Onsite sewage disposal systems – inspection of tank for excessive sludge and scum and piping and connections for cracking. Test operation of pumps (if applicable). For foundation wall and footing drainage systems, evaluate whether

	perimeter drainage piping is intact and able to drain water to sump pits or storm water system by excavation or camera inspection.
Irrigation	See Sitework.
Chillers	Confirm age. Confirm refrigerant in use. Confirm operational status. Confirm that the room and equipment comply with CSA B-52
Cooling Towers	Confirm age. Confirm operational status. Visual review of interior of tower.
Boilers	Confirm age and operational status.
Make-up air units	Confirm age and operational status. Measure air flow if unlabelled.
HVAC piping and valves	Confirm age of piping and history of leakage. For systems over 50 years old, complete a pipe condition survey of a representative sample including cut tests and microscopic and metallographic examination as well as hydrostatic, pneumatic or smoke testing for cracks and leaks.
HVAC ductwork	Camera survey of any ductwork to be reused to evaluate corrosion, gaps, missing insulation (if installed on interior of ductwork), ponding, presence of required fire dampers.
Pumps	Confirm age and operational status.
Chimneys	Confirm the lining of all masonry chimneys and budget to line where currently unlined (including boiler venting). Camera survey of all B vent chimneys.
Fireplaces	Obtain proof of WETT certification of installation for all solid-fuel burning fireplaces. If not available, have the system inspected by a WETT certified inspector.
Electrical	
Electrical service and distribution	Confirm age and operational status.
Lighting	Measure light levels for comparison against applicable requirements
Snow melting systems and heat tracing	Thermographic survey (or visual review in snowy conditions) to confirm operation.
Sitework	
Retaining walls	100% visual survey for deterioration.
Pavements	100% visual survey for deterioration.
Buried services	See "Sanitary and storm water drainage piping" in "Mechanical (HVAC and Plumbing)". For water piping, conduct pressure testing to evaluate the integrity of the piping. For buried electrical wiring, test for ground faults.
Sub-surface conditions	Testing as required by the design structural engineer and design geotechnical engineer. Visual review of the site for evidence of unusual settlement or heaving. Evaluation of the impact of the new construction on the water table impacting in the pre-existing elements

Irrigation	Pressure test system for leakage. Confirm back-flow preventer is installed.
Acoustics	
Interior separations	Field testing of acoustic separations to confirm that they provide the STC rating required by applicable requirements. Representative samples can be tested in the event of repetitive installations i.e. floors and walls.
Equipment isolation	Visual review of existing isolation equipment installed at mechanical pre-existing elements.
Barrier-free	
Power door operators	Test operation. Confirm height of controls complies with applicable requirements.
Barrier-free stalls and universal washrooms	Measurements to confirm installation conforms with applicable requirements.
Doors	Measurements to confirm that installation meets latch side clearances, glass light placement, glass protection and identification, door opening force, graspable requirements, etc. per applicable code requirements.
Waste Disposal	
Garbage chute	Camera survey of chute for full height to identify any gaps, corrosion, loose fasteners, etc. that might require repair. Test operation of wash-down system.
Compactor	Determine age and operational status.
Sorter	Determine age and operational status including controls at each floor level.
Security	
General	Determine age and operational status.
Environmental Concerns	
Site assessment	Complete a phase 1 environmental report per CSA Z768-01 – Phase I Environmental Site Assessment and any follow-up phase 2 testing recommended by the phase 1 report.
Hazardous materials	The existing designated substance and hazardous materials survey should be reviewed to identify which hazards relate to the pre-existing elements. These must be described in the description of the pre-existing element and factored into the expenditure budget. If no hazardous materials survey has been completed, one is required to be completed to cover the pre-existing elements.
Pests	Describe existing pest management protocols in place. For wood framed, note any observed evidence of termite infestation.
Mould	To be considered as part of the phase 1 evaluation. Complete any phase 2 testing identified as necessary.
Radon	If the building is in one of the designated areas listed in section 3.1.1.2 of the Ontario Building Code and if this section of the code applies to the pre-existing element, test the radon 222 levels to permit design of required gas mitigation systems. Optionally test for radon in other geographies.

Appendix C

Sample Capital Replacement Plan 45-year Major Repair Schedule

In this sample, the pre-existing elements include the building frame, a single-story garage with a buried roof deck, a section of historic façade with windows, two elevators and a concrete-lined hot water storage tank. In the garage, the slab-on-grade was replaced, along with all new sprinklers, lighting, fans, etc.

Uninflated Forecasted Expenditures

Anticipated Repairs and Replacements	Present Cost	Year of First Occurrence	Years between Occurrences	Limits on Future Occurrences	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032-2041	2042-2051	2052-2061	2062-2067
1 Structure																			
1.1 Injection waterproofing at foundation walls	\$10,000	2022	5			\$10,000					\$10,000					\$20,000	\$20,000	\$20,000	\$10,000
1.2 Repair garage roof deck waterproofing	\$50,000	2026	35							\$50,000									\$50,000
1.3 Replace garage roof deck waterproofing including repair to concrete slab	\$600,000	2031	35												\$600,000				\$600,000
2 Exterior Closure																			
1.1 Replace window perimeter sealants	\$30,000	2024	40	Alternate with window replacement															
2.2 Replace windows	\$100,000	2040	40													\$1,000,000			
2.3 Masonry refurbishment including repointing and local brick replacement	\$75,000	2027	20								\$100,000						\$100,000		\$100,000
3 Conveyance																			
3.1 Replace door operators	\$60,000	2025	20						\$60,000								\$60,000		\$60,000
3.2 Modernize elevator controls	\$400,000	2030	25											\$400,000			\$400,000		
4 Mechanical																			
4.1 Reline hot water tank	\$7,500	2023	10	2 prior to replacement			\$7,500									\$7,500			
4.2 Replace hot water tank with smaller tanks	\$40,000	2040	15													\$40,000			
Total Anticipated Uninflated Expenditure						\$10,000	\$7,500		\$60,000	\$50,000	\$110,000			\$400,000	\$600,000	\$1,067,500	\$580,000	\$20,000	\$820,000

Appendix D

Sample Capital Replacement Plan Expected Major Repair Schedule

In this sample, the pre-existing elements include the building frame, a single-story garage with a buried roof deck, a section of historic façade with windows, two elevators and a concrete-lined hot water storage tank. In the garage, the slab-on-grade was replaced, along with all new sprinklers, lighting, fans, etc.

Uninflated Forecasted Expenditures

Expected Work	Present Cost	Year of First Occurrence	Years between Occurrences	Limits on Future Occurrences	2021	2022	2023	2024	2025
1 Structure									
1.1 Injection waterproofing at foundation walls	\$10,00	2022	5			\$10,000			
3 Conveyance									
2.1 Replace door operators	\$60,000	2025	20						\$60,000
4 Mechanical									
4.1 Reline hot water tank	\$7,500	2023	10	2 prior to replacement			\$7,500		
Total Anticipated Uninflated Expenditure						\$10,000	\$7,500		\$60,000

Based on this schedule of expected work, the applicant's contribution to the pre-existing elements fund would be \$77,500 (covering all work planned for the initial period of 2021 to 2025).

Appendix E

References

ASTM E2018-15: Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process.

PEO: Structural Condition Assessments of Existing Buildings and Designated Structures, November 2016.

BSTAP: Report of the Building Safety Technical Advisory Panel, January 27, 2016.

Appendix F

Pre-Existing Elements Fund – An Informational Guide⁹

Residential Condominium Conversion Projects

Introduction

As of January 1, 2018, the *Ontario New Home Warranties Plan Act (ONHWP Act)* was amended to extend statutory warranties to residential condominium conversion projects (**RCCPs**). All warranties apply to RCCPs except for the first-year warranty relating to workmanship and materials of pre-existing elements. As part of the qualification for enrolment process for RCCPs, builders and vendors are required to arrange for additional investigative work and reports on the pre-existing elements that are to be retained in the new project.

In addition, vendors are required to prepare a **pre-existing elements fund study** to help determine whether they are required to create a fund held in trust to make major repairs relating to certain pre-existing elements. For further information on this policy, please see Registrar Bulletin 18 – Residential Condominium Conversion Projects.

This document is intended to provide helpful information about the pre-existing elements fund from the point of view of condo unit buyers, the condominium corporation and trustees holding trust funds for the purposes of making major repairs to pre-existing elements.

Additional Investigative Work and Reports for RCCP

In addition to the usual requirements for an application to qualify an RCCP for enrolment with Tarion, a proponent vendor of an RCCP must provide the following:

- Property assessment report (PAR)
- Capital replacement plan (CPR)
- Pre-existing elements fund study (PEF study)

The PEF study is a very important document to both buyers of condominium units and the condominium corporation. This study builds upon the information contained in the PAR and CPR and is the document which is required to be provided to prospective purchasers as part of the disclosure required under the *Condominium Act*.

The PEF study is a valuable source of information for both new condo unit buyers and the condominium corporation. The PEF study provides disclosure about the proposed RCCP and the nature, extent and possible additional costs associated with any pre-existing elements that will be retained in the proposed residential structure.

The PEF study must contain the following information:

- (a) Plain language overview of the project.

⁹ Caution – Qualifier – not legal advice; make sure you have a recent version.

- (b) List of the pre-existing elements of the project and a description of their history.
- (c) General description of the additions, alterations or extensions to the pre-existing elements of the project that the vendor will undertake before the project registration date or, if applicable, a statement there are no such repairs, modifications, additions, alterations or extensions.
- (d) 45-year major repair schedule for the project
- (e) Expected major repair schedule for the project, if any.
- (f) Determination of the amount that the vendor is required to contribute to the pre-existing elements fund in relation to the project, showing the amounts required for every affected unit and common element in the project and for each asset, if any, of the condominium corporation in relation to the project.
- (g) Certificate as to qualification of the author of the report.
- (h) Information about the engagement of the person who prepared the study and details of the persons who provided observations, test results and opinions to that person.
- (i) Other information that is relevant to the study and that Tarion reasonably requires be included.

The two components of the PEF study that are of great importance to both condo unit buyers and condominium corporations are the expected major repair schedule and disclosure of the amount of money that has been placed in the pre-existing elements fund (“PEF”) for a condo owner’s unit (if any) or for the RCCP (if any) (as outlined in the expected major repair schedule).

The expected major repair schedule outlines the pre-existing elements which may require major repair or replacement within the first 7 years following the project registration date (due to their age or condition). The estimated cost for these repairs and replacements must be set out in the schedule and the aggregate amount of such costs must be set aside in a trust account by the vendor to pay for those major repairs.

Escrow Trust Arrangement

The vendor of the RCCP is required to fund the PEF as determined by the PEF study.

The vendor shall establish and fund this separate trust escrow account with an arm’s length trustee (approved by Tarion), to hold the PEF. The trust agreement must conform to a standard form prepared by Tarion (see RCCP Form 1 on Tarion’s website). The amount to be contributed to the fund by the vendor is the total amount set out in the expected major repair schedule.

The vendor is also required to pay the cost of establishing and maintaining the trust account including fees of the trustee. This must all be funded from the vendor’s own resources. The costs of maintaining the PEF cannot be passed onto the purchasers of units in the RCCP.

The PEF must be funded by,

- (a) The date that the first unit in the RCCP is enrolled in the warranty program; or
- (b) In the case of a phased RCCP project, (if such phase requires funding) by the date of the first unit in that phase is enrolled in the warranty program.

Increases or Decreases to PEF During Construction

The vendor of the RCCP is required to update the PEF study every year after the first PEF study is submitted. Also, the vendor of the RCCP must provide the final update of the PEF study received by

Tarion no earlier than 90 days and no later than 60 days before the project registration date. If the updates, individually or collectively, indicate that the amount of the PEF should in the aggregate be increased by 25% or more, the vendor shall, within 30 days of receiving a written request from Tarion, increase the amount of the PEF by the amount specified in the update or updates collectively.

In all events, if the final update indicates that the amount of the PEF should be increased, having regard to updates previously submitted, the vendor shall, within 30 days of receiving written request from Tarion, increase the amount of the PE Fund by the amount specified in the update.

If the final update indicates the amount of the PEF should be reduced, the vendor may send a written notice and certificate to that effect to the trustee, authorizing that the PEF be reduced by the applicable amount and that the trustee shall pay that amount to the vendor out of the PEF. Please see the section below for further information on the circumstances in which monies can be released from the PEF to the vendor.

When Monies Can be Released from PEF

There are very specific rules for how and when funds are released from the PEF which differ depending on when the funds are requested. In general terms, these are:

Funds may be released to the vendor:

- Before the project registration date for common element matters
- Up until the title transfer date, for unit matters

Funds may be released to the condominium corporation:

- After the project registration date but before turnover meeting
- After the turnover meeting

Funds may be released to the unit owner:

- After the transfer of title (less than \$10,000)
- After the transfer of title (\$10,000 or greater)
- Seven years after the project registration date

Circumstances in which Monies can be Released from the PEF Release to Vendor

Before Project Registration Date – Common Elements [s.3(2) of O.Reg. 520/17; ss.9(1)(3) of O.Reg. 522/17]

Where one or more major repairs are needed to pre-existing elements, the vendor is permitted to call for the release of relevant funds by the trustee subject to the following conditions:

1. The vendor has determined on a reasonable basis that a major repair set out in the expected major repair schedule relating to the common elements of the RCCP or assets of the condominium corporation requires remediation.
2. The vendor may only use this money for the specific items as outlined in the expected major repair schedule and not for other items on the schedule or for any other purpose.
3. The vendor must complete the expected major repairs as described in the expected major repair schedule for which it is seeking reimbursement; and

4. The vendor shall provide, a certificate of the vendor via RCCP Form 2 (available on *tarion.com*) to the trustee that:
 - identifies the major repairs and confirms that they have been made,
 - specifies the cost of the repairs, and
 - attaches invoices for the cost of the repairs and provides proof of payment of the invoices.

Before Project Registration Date – Unit Repairs [s.3(2) of O.Reg. 520/17; ss.9(1)(2) of O.Reg. 522/17]

Where one or more expected major repairs are needed to pre-existing elements, the vendor is permitted to call for the release by the trustee of relevant funds subject to the following conditions:

1. The vendor has determined on a reasonable basis that a major repair set out in the expected major repair schedule relating to a unit of the RCCP requires remediation.
2. The vendor may only use the money for the specific items as outlined in the expected major repair schedule and not for other items on the schedule or for any other purpose.
3. The vendor must complete the expected major repairs as described in the expected major repair schedule for which it is seeking reimbursement; and
4. The vendor shall provide a certificate of the vendor via RCCP Form 3 (available on *tarion.com*) to the trustee that:
 - identifies the major repairs and confirms that they have been made,
 - specifies the cost of the repairs, and
 - attaches invoices for the cost of the repairs and provides proof of payment of the invoices.

Release to Condominium Corporation

After the Project Registration Date but before Turnover Meeting [s. 3(2) of O.Reg. 520/17; ss.9(1)(4) of O.Reg. 522/17]

Where one or more major repairs are needed to pre-existing elements, the condominium corporation is permitted to call for the release by the trustee of relevant funds subject to the following conditions:

1. The condominium corporation has determined on a reasonable basis that a major repair set out in the expected major repair schedule relating to the common elements of the RCCP or assets of the condominium corporation requires remediation.
2. The condominium corporation may only use the money for the specific items as outlined in the expected major repair schedule and not for other items on the schedule or for any other purpose.
3. The condominium corporation must complete the expected major repairs as described in the expected major repair schedule for which it is seeking reimbursement; and
4. The condominium corporation shall provide a certificate of the condominium corporation via RCCP Form 4 (available on *tarion.com*) to the trustee that:

- identifies the major repairs and confirms that they have been made,
- specifies the cost of the repairs, and
- attaches invoices for the cost of the repairs and provides proof of payment of the invoices.

After Project Registration Date and after Turnover Meeting [s.3(3) of O.Reg. 520/17]

The trustee shall release to the condominium corporation any amount remaining in the PEF in relation to common elements of the RCCP or the condominium corporation's assets on or after the project registration date and the turnover date if the condominium corporation has submitted a written certificate to the trustee via RCCP Form 5 (available on *tarion.com*) in which:

- the condominium corporation requests the release of such funds; and
- the condominium corporation confirms that a new board of directors of the corporation has been elected in accordance with section 43 of the *Condominium Act, 1998*.

The trustee shall release money from the PEF within 30 days of receiving the certificate described above.

The condominium corporation is not specifically required to use the funds for expected major repairs, but such amount shall be considered a benefit under ss.14(6) of the ONHWP Act as described later in this guide.

Release to Unit Purchaser

Every purchaser of a RCCP unit should review the expected major repair schedule to see if there is any money set aside for major repairs to their unit. If so, the following provisions are relevant.

After Transfer of Title to Unit (less than \$10,000) [s.3(6) of O.Reg. 520/17]

If there is money set aside in the expected major repair schedule, a unit owner should request those funds from the trustee as soon as possible after they receive a transfer of title to the unit.

On or after the transfer of title, the trustee shall release any amount remaining in the PEF in relation to that unit to the unit owner. To receive the funds, the owner of the unit shall submit a written certificate to the trustee via RCCP Form 6 (on Tarion's website - *tarion.com*), in which,

- The unit owner confirms that they are the owner of the unit and is the first purchaser;
- That the owner has title to the unit;

The trustee shall release such money from the PEF within 30 days of receiving the certificate described above.

The unit owner is not specifically required to use the funds received for expected major repairs, but such amount shall be considered a benefit under ss.14(6) of the ONHWP Act as described later in this guide.

After Transfer of Title to Unit (Greater Than \$10,000) [s.3(2) of O.Reg. 520/17; ss. 9(1) 9(7) of O.Reg. 522/17]

These rules apply to unit owners whose units have more than \$10,000 set aside in the PEF.

Where one or more major repairs are needed to pre-existing elements affecting an owner's unit, the

unit owner is permitted to call for the release of relevant funds by the trustee subject to the following conditions:

1. The unit owner has determined on a reasonable basis that a major repair set out in the expected major repair schedule relating to the unit in the RCCP requires remediation.
2. The unit owner may only use the money for the specific items as outlined in the expected major repair schedule and not for other items on the schedule or for any other purpose.
3. The unit owner must complete the expected major repairs as described in the expected major repair schedule for which it is seeking reimbursement; and
4. The unit owner shall provide a certificate of the unit owner via RCCP Form 7 (available on tarion.com) to the trustee that:
 - identifies the major repairs and confirms that they have been made,
 - specifies the cost of the repairs, and
 - attaches invoices for the cost of the repairs and provides proof of payment of the invoices

⁵ *Years after Project Registration Date [ss.3(7) of O.Reg. 520/17]*

If after seven years following the project registration date, there are any monies left in the PEF in relation to a particular unit, the trustee shall release the monies to the respective unit owner(s). To receive the funds, a unit owner shall submit a written certificate to the trustee owner via RCCP Form 8 (available on tarion.com) in which,

- The unit owner confirms that they are the owner of the unit.
- That the owner is the first person to request such remainder PEFs in relation to the unit.
- That the owner is entitled to receive such funds.

The trustee shall release money from the PEF within 30 days of receiving the certificate described above.

The unit owner is not specifically required to use the funds received for expected major repairs, but such amount shall be considered a benefit under ss. 14(6) of the ONHWP Act as described in this guide.

How the Pre-Existing Elements Fund Relates to Warranty Claims

Funds earmarked in the expected major repair schedule for common elements, corporation assets or units, are intended to be used to address any major repair relating to the items noted in the schedule. The statutory warranties are a backup to remediation undertaken with these funds and only if the item in question is also a warranted claim.

It is important to note that any money that a condominium corporation or unit owner in the project receives or is permitted to receive from the PEF will be considered a benefit to the recipient and offset. The benefit will be taken into consideration in the resolution of a warranty claim of applicable items.

Owners of condominium units and the condominium corporation of the RCCP will make warranty claims in the normal course as would the owners of any new residential condominium project. A claim must be

made to the vendor and Tarion within the prescribed time period on a recognized warranty form including a performance audit. The condition referred to in the warranty claim shall be reviewed against the descriptions of major repairs in the expected major repair schedule.

If a condominium corporation or unit owner makes a repair of a condition without involving Tarion or the vendor using the PEF monies earmarked for such work, then a further claim related to the concern **cannot** be made to Tarion or the vendor.

If the condominium corporation or unit owner is concerned that the funds allocated in the PEF may not be sufficient to cover the cost of a major repair, the condominium corporation or unit owner must make a timely warranty claim to Tarion and the vendor prior to making any decisions about what remedy to pursue and prior to spending applicable PEFs. In these circumstances, the condominium corporation or unit owner shall obtain a recommendation from a professional regarding the appropriate repair and the proposed work plan shall be shared with Tarion and the vendor prior to proceeding. If the vendor agrees with the proposed scope, then the condominium corporation or unit owner can proceed to resolve the condition.

If an item on a warranty claim form is also an item in the expected major repair schedule, the condominium corporation shall utilize the funds in the PEF earmarked in the expected major repair schedule to resolve the unacceptable condition of the item. If the funds in the category for that particular expected major repair schedule are insufficient to resolve the warranted condition, and the item is determined to be warranted, the residual work or funds necessary to resolve the claim will be addressed as a normal warranty claim.

If the work required to address any warranted claim does not align directly with the work described for a project in the expected major repair schedule and the condominium corporation or a unit owner wishes to engage the statutory warranties, it must make a timely warranty claim to the vendor and Tarion. The parties will then discuss how best to address the unacceptable condition.

If a performance issue related to a relevant pre-existing element arises after expiry of the related warranty period, the condominium corporation or unit owner may use the monies earmarked in the expected major repair schedule, to address the issue without involving Tarion or the vendor.

Examples of possible scenarios are as follows:

- If the expected major repair schedule included a work item for replacement of a roof in year five, and leakage occurs in year two, then an evaluation is needed to determine if replacement is merited or if repair is sufficient. If replacement is needed, then any funds contributed by the vendor in the PEF towards that roof replacement can be used by the condominium corporation to cover the cost of roof replacement.

If the condominium corporation expects that the cost to replace will be more than the amount of available funds in the PEF, a warranty claim can be made to the vendor and Tarion for the excess. Note that this warranty claim must be made in the usual course and prior to proceeding with the work, otherwise, the warranty claim will not be eligible. If repair is found to be sufficient to address the current leakage, then the condominium corporation can pursue the claim under warranty. The PEFs put aside for the replacement do not need to be used to cover the cost of the repair because the work is not the same as that described in the PEF study.

- If the work identified in the expected major repair schedule is to replace the heating coil in the make-up air unit in year five, and the heating coil fails in year one, then the condominium corporation must apply the applicable PEFs related to the heating coil to the repair (and make a warranty claim if the amount is not going to be sufficient to cover the repair). Heating coil replacement would not be anticipated again in the first five years because the Service Life is greater than five years.
- If the project identified in the expected major repair schedule was to replace the heating coil in the make-up air unit in year five, and during the warranty period, the fan in the same make-up air unit required replacement, the condominium corporation would not be required to use the pre-existing elements funds and would instead make a warranty claim to the vendor and Tarion because the work is not the same as that described in the PEF study.
- If the project identified in the expected major repair schedule was an annual allowance to replace sealed insulating glazing units and some sealed insulating glazing units required replacement during the first-year warranty period, then the condominium corporation must apply the applicable PEFs related to the first occurrence of this condition to the work (and make a warranty claim if the amount is not going to be sufficient to cover the repair). PEFs set aside for the other years do not have to be brought forward, because further replacements in those years would still be expected.
- If the expected major repair schedule included a project in year five to permit localized wall leakage repair but leakage repairs become necessary in year two, the condominium corporation would be required to apply the applicable PEFs because this is the same work as that described in the PEF study.
- If the expected major repair schedule included a project in year five to modernize the elevators based on the consultant's best opinion of the likely future performance of the components, but an elevator fails in year two and it becomes necessary for the elevators to be modernized sooner, the elevator modernization would not have warranty coverage. This is because elevators have first year warranty coverage. In this case, the condominium corporation can proceed with the modernization and apply the PEFs related to this item to the project. Even if the applicable PEFs are not sufficient to cover the full cost of the work, there is no further warranty claim to be made as elevators have first year warranty coverage.

LANDPRO 2022

**PRESENTATION:
RECORD OF SITE CONDITION
(RSC) REQUIREMENTS FOR
STRATIFIED PARKS AND LANDS &
OTHER DIFFICULT SITUATIONS –
WHEN, WHY & HOW?**

11:45 A.M. - 12:15 P.M.

Vico Paloschi
Executive Vice President
Pinchin Ltd.

05

SPEAKER



VICO PALOSCHI

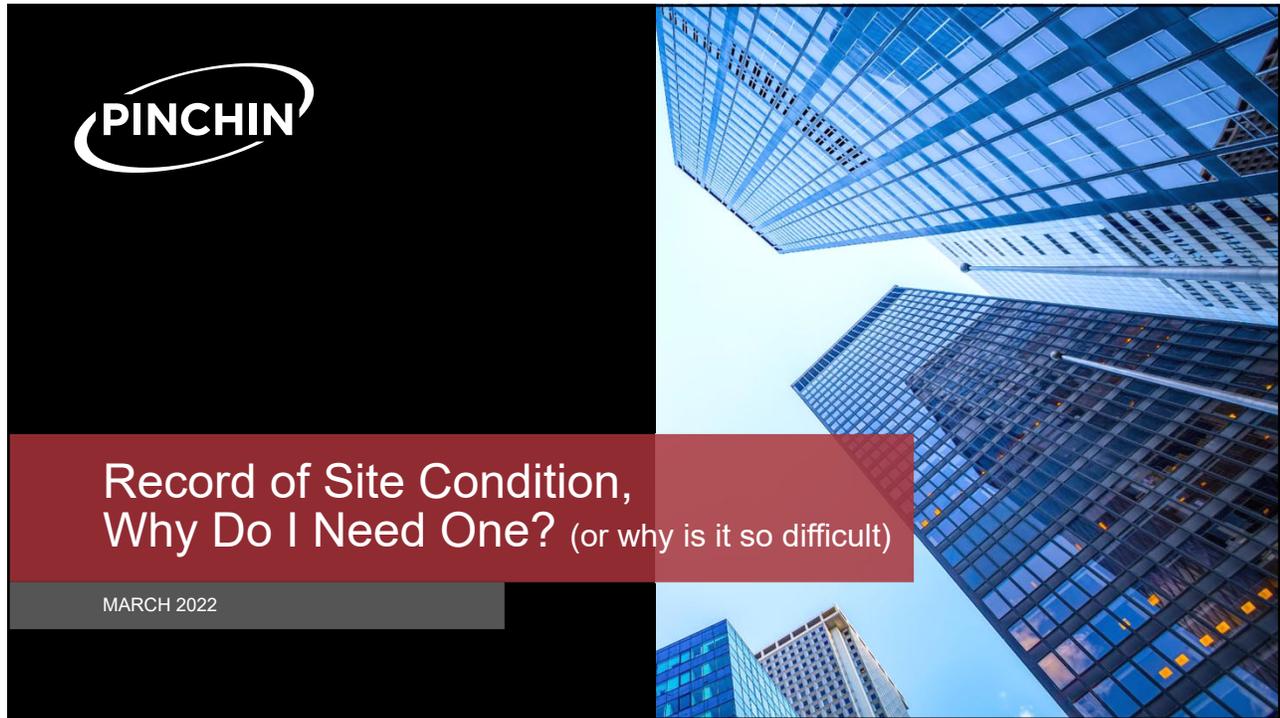
Executive Vice President
Pinchin Ltd.

Presentation:

**Record of Site Condition (RSC) Requirements
for Stratified Parks and Lands & Other Difficult
Situations – When, Why & How?**

Vico Paloschi is the Executive Vice President of Land Development Services for Pinchin Ltd. He is responsible for the growth and oversight of Pinchin's various services related to real estate development and due diligence across the country. Vico specializes in Brownfield Redevelopment, environmental assessment, remediation and risk management. He is a registered Professional Geoscientist (P.Geo.) and holds both an Honours Bachelor of Science in geology and a Master of Science in Hydrogeology.

With 30 years of consulting experience, Vico has extensive expertise in advising clients on the intricacies of transactional due diligence, Brownfield Redevelopment and regulatory liaison, especially as related to the Record of Site Condition (RSC) process in Ontario.



Record of Site Condition, Why Do I Need One? (or why is it so difficult)

MARCH 2022

1

RECORD OF SITE CONDITION (RSC) WHY DO I NEED ONE?



RSC is required for a **change in land use** from less sensitive to more sensitive




➔




Industrial / Commercial / Community TO Residential / Parkland / Institutional

Note: Change in land use is not based on zoning. Current & previous uses apply.

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2

MUNICIPAL APPROVALS?

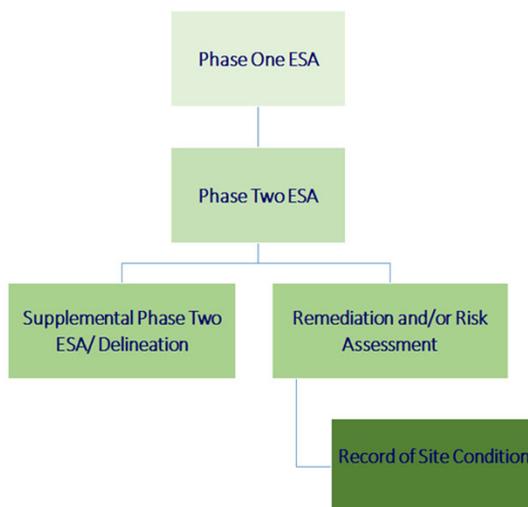


- RSC for Municipal requirements (i.e., ZBA, SPA, building permits, land conveyance, etc.)
- What does this mean?
 - Phase One ESA in accordance with O. Reg. 153/04, which may trigger a Phase Two ESA (supplemental delineation etc.)
 - Likely subject to an independent third-party peer-review process.
 - RSC sometimes required even if no change to a more sensitive land use.

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3

STEPS TO GETTING YOUR RSC



RSC Submission Process



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4

PHASE ONE ESA



- Reg 153/04 stipulates which land use activities are automatically an environmental concern - "Potentially Contaminating Activities" or PCAs (list of 59)
- If there is a PCA on-Site, it results in an Area of Potential Environmental Concern (APEC)
- All APECs must be investigated with a Phase Two ESA



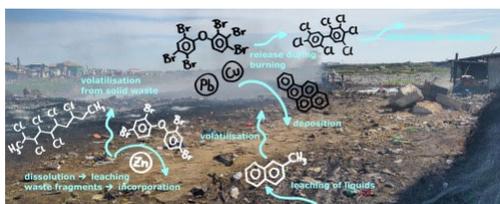
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5

PHASE TWO ESA



- O. Reg. 153/04 establishes generic standards for land use, groundwater use and soil texture.
- Full vertical and horizontal delineation of all impacts required (necessitates iterative approach).
- Can only file RSC on a 'clean' Phase Two ESA.
- If subsurface impacts are identified, remediation and/or Risk Assessment (RA) will be required.



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6

RSC COMPLEXITIES



- Off-site PCAs
- Off-site contamination / groundwater migration
- Multiple contaminant sources
- Deep groundwater impacts
- Remediation & Risk Assessment Process



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7

RSC COMPLEXITIES (Cont'd)



- Land conveyance / Municipal requirements
- Sub-dividing RSC properties
- Complex ownership structures
- Certificate of Property Use (CPU)
- Stratified RSCs
- New RSC filing system



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8



9

LANDPRO 2022

PANEL:

GEOHERMAL PANEL: WHY WOULD YOU CONSIDER GEOHERMAL IF YOU ARE NOT INTERESTED IN DELIVERING A NET ZERO OR NET CARBON DEVELOPMENT

01:30 P.M. - 02:30 P.M.

Julian McNabb

Panel Leader, Vice President, Melbourne Property Management

Jennifer Burstein

Vice President - Construction, Collecdev

Tasso Eracles

President, Smart Energy Recovery

Megan Mackey

Partner, Shibley Righton LLP

Steven Little

President, Able Engineering Inc.

06

PANEL MEMBERS

GEOTHERMAL PANEL

moderated by Julian McNabb.



**JULIAN
MCNABB**

Vice President
Melbourne Property
Management



**JENNIFER
BURSTEIN**

Vice President
Construction
Collecdev



**TASSO
ERACLES**

President
Smart Energy
Recovery



**MEGAN
MACKEY**

Partner
Shibley Righton LLP



**STEVEN
LITTLE**

President
Able Engineering Inc.

 COLLECDEV **ABLE**Engineering

Making theory work.

 Smart**Energy**Recovery **SR** SHIBLEY RIGHTON **LLP**
Barristers & Solicitors

WHY WOULD YOU CONSIDER GEOTHERMAL IF YOU ARE NOT INTERESTED IN DELIVERING A ZERO CARBON OR NET ZERO DEVELOPMENT?

OVERVIEW

WHY WOULD YOU CONSIDER GEOTHERMAL IF YOU ARE NOT INTERESTED IN DELIVERING A ZERO CARBON OR NET ZERO DEVELOPMENT?

- ▶ Pressure to build more energy efficient projects from the municipality
- ▶ Increased requirements from the building code
- ▶ Explore options to defer capital cost spent on mechanical, to assist in reducing construction costs

SPEAKERS



1. Engineering Perspective

Steven Little, President at Able Engineering Inc,

2. Developer Perspective

Jennifer Burstein, Vice President of Construction at Collecdev

3. Financing Perspective

Tasso Eracles, President at Smart Energy Recovery Inc.

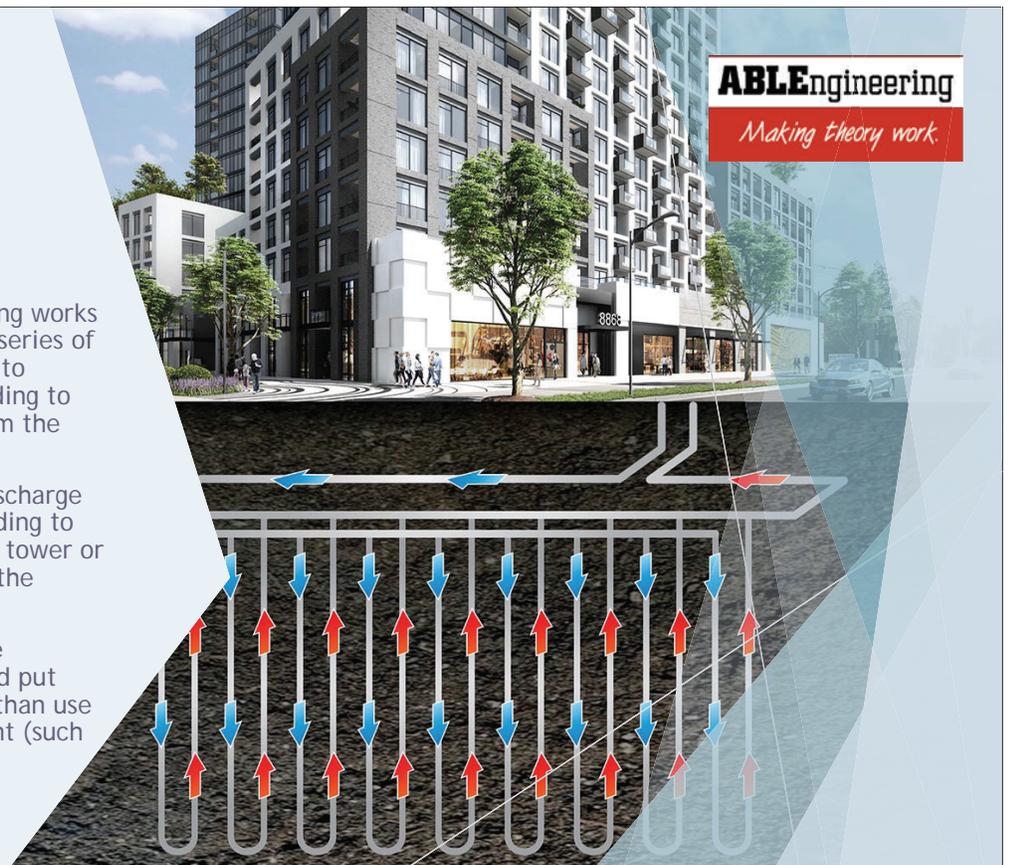
4. Condominium Legal Perspective

Megan Mackey, Partner, Shibley Righton LLP

Steven Little – Able Engineering

▶ What is Geothermal?

- ▶ Geothermal heating and cooling works by circulating fluid through a series of wells (or loops) in the ground to transfer energy from the building to the ground (or in reverse, from the ground to the building)
- ▶ In the summer, rather than discharge the excess heat from the building to the atmosphere (via a cooling tower or chiller), the heat is stored in the ground
- ▶ In the winter, this heat can be extracted from the ground and put back into the building rather than use traditional gas fired equipment (such as boilers)



Why Geothermal?

- ▶ **Reduced Carbon Emissions**
 - ▶ Buildings account for 17% of overall greenhouse gas emissions
- ▶ **Operational Savings**
 - ▶ Carbon price will be increasing so return on investment will improve over time
 - ▶ Water savings
 - ▶ Potential savings in building system maintenance
- ▶ **Decarbonizing of Buildings**
 - ▶ Important factor in reducing overall greenhouse gas emissions
- ▶ **Net Zero vs Zero Carbon**
- ▶ **Site Selection**
 - ▶ Will geothermal work on all sites?
 - ▶ Site Density and overall GFA will be a factor

Engineering Challenges with Geothermal

- ▶ **Heating the Building**
 - ▶ Traditional heat pump systems use 70°F water, geothermal systems can have water temperatures as low as 35°F (see chart on right)
 - ▶ Suite heat pumps need to be larger due to limited heating capacity (noise and airflow considerations)
- ▶ **Sizing the Geo Field for Proper Balance**
 - ▶ Ontario is a climate with extreme temperatures
 - ▶ The geo field must be balanced, what goes in must come out year after year
 - ▶ Addition of domestic water and ancillary heating systems (MUA's and entrance heater) can create a higher heating demand
 - ▶ These additional systems are often connected to the geothermal system when targeting Zero Carbon buildings
 - ▶ May need use of additional heating or cooling source in the building
 - ▶ Air to water heat pumps
 - ▶ Gas or Electric boilers

Performance Data – TSM12 with ECM Motor

450 CFM Nominal Airflow

Performance capacities shown in thousands of Btu/h

EWT °F	GPM	WFO		Cooling - EAT BSEFP						Heating - EAT HPF						
		FW	FT	TC	SC	BT	AW	SR	ERS	HC	HW	HE	EAT	COP		
20	1.50	2.3	5.3													
	2.25	4.7	10.8													
	3.00	7.8	18.0													
25	1.50	2.1	4.7	14.5	9.7	0.67	0.52	16.3	27.7	7.9	0.78	0.2	83.9	2.6		
	2.25	4.3	9.9	14.2	9.3	0.65	0.50	15.9	28.7	7.9	0.79	0.6	87.1	3.1		
	3.00	7.0	16.2	14.0	9.0	0.64	0.49	15.7	28.7	8.1	0.79	0.8	87.5	3.1		
30	1.50	1.5	3.5	14.1	9.9	0.71	0.53	16.2	22.1	11.0	0.83	0.1	92.5	3.9		
	2.25	3.1	7.3	14.5	9.8	0.67	0.53	16.3	27.2	10.7	0.81	7.2	90.4	3.8		
	3.00	5.2	12.1	14.5	9.6	0.67	0.52	16.2	27.9	11.0	0.82	7.4	91.0	3.7		
35	1.50	1.5	3.5	14.4	10.0	0.69	0.59	16.4	24.5	11.8	0.84	0.7	93.7	4.1		
	2.25	3.1	7.1	14.4	9.9	0.69	0.56	16.4	25.6	11.9	0.84	0.0	94.4	4.1		
	3.00	5.1	11.8	14.5	9.9	0.69	0.56	16.4	25.6	11.9	0.84	0.0	94.4	4.1		
40	1.50	1.5	3.4	13.4	9.8	0.73	0.71	15.9	19.0	12.5	0.85	0.6	95.6	4.3		
	2.25	3.0	6.9	13.9	9.9	0.71	0.65	16.1	21.3	13.2	0.86	10.3	97.1	4.5		
	3.00	5.0	11.4	14.1	10.0	0.71	0.63	16.2	22.3	13.9	0.86	10.6	97.9	4.6		
45	1.50	1.4	3.3	12.6	9.4	0.75	0.78	15.3	16.3	14.0	0.87	11.0	98.8	4.7		
	2.25	2.9	6.7	13.2	9.7	0.73	0.73	15.7	18.2	14.5	0.88	11.8	100.4	4.9		
	3.00	4.8	11.1	13.5	9.8	0.72	0.70	15.9	19.3	14.9	0.89	12.3	101.4	5.1		
50	1.50	1.4	3.2	11.7	9.0	0.77	0.87	14.7	13.8	15.8	0.89	12.5	102.0	5.1		
	2.25	2.8	6.5	12.4	9.3	0.75	0.81	15.1	16.3	16.5	0.90	13.5	103.9	5.4		
	3.00	4.7	10.8	12.7	9.4	0.74	0.78	15.3	16.3	17.1	0.91	14.0	105.1	5.5		
55	1.50	1.3	3.1	10.7	8.5	0.79	0.95	14.0	11.2	17.2	0.91	14.1	105.2	5.5		
	2.25	2.6	6.4	11.4	8.8	0.77	0.90	14.4	12.7	18.3	0.93	15.2	107.6	5.8		
	3.00	4.6	10.5	11.7	9.0	0.77	0.87	14.7	13.5	18.6	0.93	15.8	109.0	6.0		
60	1.50	1.3	3.0	9.7	7.9	0.82	1.04	13.3	9.3	17.1	0.91	14.0	105.1	5.5		
	2.25	2.7	6.2	10.4	8.3	0.80	0.99	13.7	10.5	17.1	0.91	14.0	105.1	5.5		
	3.00	4.5	10.3	10.7	8.4	0.79	0.96	14.0	11.5	17.1	0.91	14.0	105.1	5.5		
65	1.50	1.3	2.9	8.7	7.4	0.85	1.13	12.6	7.7	17.1	0.91	14.0	105.1	5.5		
	2.25	2.6	6.1	9.3	7.7	0.83	1.08	13.0	8.6	17.1	0.91	14.0	105.1	5.5		
	3.00	4.4	10.1	9.6	7.9	0.82	1.05	13.2	9.2	17.1	0.91	14.0	105.1	5.5		
70	1.50	1.2	2.8	7.5	6.9	0.88	1.22	12.0	6.4	17.1	0.91	14.0	105.1	5.5		

Hybrid Systems

- ▶ Use of both Geothermal and Conventional Mechanical Systems
 - ▶ Using conventional boilers and cooling towers allow the geothermal system to be sized for 70-80% of the total load
 - ▶ Loop temperatures can be increased to allow better performance of the heat pumps
 - ▶ Could be the only option for some sites

Other Ways to Reduce Energy in Buildings

- ▶ Incorporate Better Performing Building Skin
 - ▶ Higher performance glazing (Triple glazed)
 - ▶ Increase insulation
 - ▶ Reduce slab edge thermal bridging
- ▶ Reduce Water Consumption
 - ▶ Low flow fixtures
 - ▶ Storm or greywater reuse
 - ▶ Drain water heat recovery
- ▶ Variable Refrigerant Systems
- ▶ Solar Walls for Make Up Air Systems
- ▶ Onsite Renewable Energy Systems such as Solar
- ▶ Optimize Building Controls



FEBRUARY 2022



ABOUT US

A COLLECTIVE OF PEOPLE AND IDEAS
DEDICATED TO BUILDING BETTER
COMMUNITIES

SOCIAL SUSTAINABILITY

Building communities that anticipate the future while balancing today's needs is the cornerstone of Social Sustainability. This results in a constantly evolving outlook, and our continued refinement of these philosophies requires our spaces to integrate a diverse cross-section of programmatic elements that will stimulate conversation and provoke new ideas towards balanced and healthy environments. Beyond the private dwelling units and their associated private amenities, we are tasked with ensuring that we integrate improvements to infrastructure, as well as integrating community services and facilities that will create thriving communities. We believe in the democratization of housing, and that their corresponding private and public spaces must be conceived towards enriching society as a whole.

ENVIRONMENTAL STEWARDSHIP

We believe there needs to be a fundamental understanding of both the needs and desires of the inhabitants of our buildings. As such, we apply a diligent and careful approach to the macro to micro elements of design through an iterative process where the small details inform the big moves, and vice-versa. Striking a balance between form and function is our ultimate goal. We ensure that a considered enhancement of the existing context in which we build is coupled with a detailed and refined style towards the intimate living spaces within our communities. Within the milieu in which we operate, we heighten the experience by incorporating the latest technology. We take every precaution to ensure that our projects are future proofed. The result is a human-centred, multi-layered community building approach in which we make you feel at home.

EXPERIENTIAL DESIGN

Collecdev acknowledges an inherent responsibility over the impact of our communities on the natural environment. The global unprecedented pace of urbanization demands a forward-thinking approach to design, land use planning, building technologies and alternative energy sources in order to minimize any adverse impact on the natural environment when building long lasting, healthy urban landscapes. Our initiative in reducing the carbon footprint of our communities is among several established practices in pursuing high quality buildings while mitigating the environmental impacts over the span of their useful life. Innovative thinking goes hand in hand with developing communities that will promote a better tomorrow.

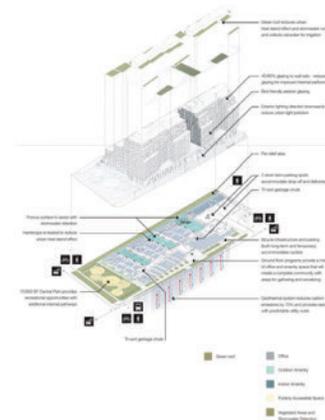
ENVIRONMENTAL STEWARDSHIP



- Identifying Environmental Stewardship as one of the core principals of the Company, Collecdev Construction incorporates the latest eco-friendly building initiatives to limit the impact of our Developments and Construction practices on the environment.
- Our industry-leading initiatives include Geo-thermal heating and cooling systems in all of our projects to reduce CO2 emissions, high-performance exterior envelopes, green roofs to reduce cooling requirements, and pioneering new building sealing technologies to reduce thermal transfer and heat and cooling loss.
- Collecdev Construction was recognized with the Green Building Culture Award in 2022 by the Toronto Construction Association.

POTENTIAL UNEXPECTED BENEFITS

- In condo buildings, developers reap financial value from (i) the reduced upfront cost due to the elimination of expensive boilers and cooling towers; (ii) the opportunity to turn rooftop space into a valuable amenity; and (iii) the increase in appeal of higher-floor units that are no longer located in close proximity to the loud traditional equipment typically located in the mechanical penthouse.
- A larger number of developers have started to follow suit, making the environmentally-conscious system a new "normal"



COST CONSIDERATIONS

- Scale is important, Geothermal players typically prefer to work with sites that have a larger land area for the bore field and buildings that have 80,000 sq.ft or more for the economics to make sense for the utility model. For the use of geothermal technology, no project is too small.
- Consideration for the costs of water supply, discharge and spoil removal during the drilling phase.
- Avoid borehole failures by verifying geodetic elevations of footings and structure, capping the loop at an appropriate height.
- If the bore field is designed and sized to achieve a proper loop temperature, the building equipment can maintain standard sizes (heat pumps in suites).

FEEDBACK FROM PURCHASERS

As Collecdev purchasers are now occupying suites, they are becoming more educated on the benefits of living in a geothermal building and realize the following 3 main benefits;

- Reserve Fund: no need for a reserve fund contribution for a traditional mechanical system such as cooling towers, fluid coolers and additional boilers.
- Government Subsidies: There are plans for the government to remove subsidies on hydro and gas. (if you own a conventional system, the rates are subsidized by the government, however once these fees are no longer subsidized it will adversely impact the condo budget)
- Insurance: Insurance premiums are less as we are not insuring equipment and the borefield is owned by the Geothermal Utility Provider.

The potential of geothermal energy to change the landscape of our industry can't be overestimated. Not only does it reduce a building's carbon footprint, lower greenhouse gas emissions, and save millions of litres of water every year, it's also a huge benefit to our residents, reducing annual energy costs while giving them total control over the heating and cooling of their home.

FEEDBACK FROM WHEN THE PROJECT WENT TO SALES

Today pre-construction sales are fueled by investors, who are looking to add properties to their portfolio, which is a long-term equity play. With Geothermal, purchasers recognize the benefits of living in a Green building;

- The increase in appeal of higher-floor units that are no longer located in close proximity to the loud traditional equipment typically located on the mechanical penthouse level.
- Occupancy rates are protected as building operators recognize the value of green buildings and the direct impact on tenant quality, retention and return on investment, ultimately driving up property value.
- Geothermal saves money, reducing annual energy costs for the entire building with lower maintenance and operational costs than a traditional building, and with a 30-year agreement that includes a performance guarantee and predictable costs.
- Geothermal is reliable as the technology works through every season. Pumps can simultaneously cool one part of the building while heating another, giving residents full control over their space.
- Offers exceptional energy efficiencies, contributing to a sustainable heating and cooling expense providing residents with predictable monthly utility costs.

FEEDBACK FROM THE INDUSTRY

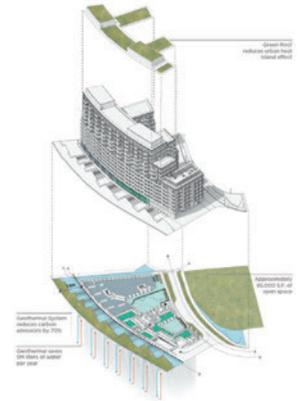
- Collecdev has played an instrumental role on sharing valuable insights with the industry, from a sales and marketing and constructability standpoint.
- Geothermal energy will only continue to increase (a fact supported by industry statistics that say that geothermal is expected to double in the next 3 years) we are excited to be part of a development team leading the way for others.
- Developers are often intimidated by geothermal, due to the restructuring it does to traditional methodology, geothermal is actually quite an economic alternative to traditional heating and cooling systems.
- Geothermal is often seen as a “one size fits all” however, it is simply a tool in the toolbox for developers, albeit a powerful one that can help companies meet the increasingly stringent TGS (Toronto Green Standards), increase overall building GFA, and create healthier, more enjoyable, more sustainable communities for residents.

GEOTHERMAL COMPETITIVE LANDSCAPE

- TGS (Toronto Green Standards) is working to command more of developers.
- City of Toronto's Net Zero Strategy targets 2040 – that's only 18 years away! We are planning projects today that will occupy in the late -2020's just a decade away from having to comply and implement a major overhaul of mechanical systems in a traditional building.
- TGS Tier 2, Version 3, cannot be met without Geothermal or other alternative energy systems.

Geothermal Industry Growth:

- Geothermal Industry is expected to double in the next 3 years. This is due to the following reasons;
 - Increased number of players within the industry
 - Specialized industry
 - Increased activity
 - Increased environmental standards for buildings
 - Historically the construction industry is slow to change, early adaptors (like Collecdev) have proof of concept, shifting the market for increased growth.
 - Environmental sustainability and economic profits are no longer mutually exclusive.



Smart Energy Recovery
SAVINGS MADE SIMPLE

 **LANDPRO**
CONFERENCE

Generally Speaking....

- Significant reduction in utility costs and green house gas emissions;
- Replacing variable utility costs with primarily fixed capital costs;
- Disclosure required for new condominium developments;
- Potential recession risk;
- Adds costs to the development;
- Lower operating and ongoing maintenance costs.



Model 1- Part of Construction Financing

- Will result in lower utility and operating costs;
- Ability to advance reputation;
- Assists towards achieving municipal requirements/green standards
- Potentially sell units for more or rent with larger NOI;
- Additional construction costs which may require more equity;
- Condo board will control after turnover;



Model 2- Become a Utility Company

- Similar to Model 1
- Create an ongoing revenue stream with BTU meters for all units;
- Potential recession risk after registration of the condominium;
- Ongoing relationship with condominium and owners;
- Ongoing operating company involvement.



Model 3 – Contract to Third Party

- Significant capital cost savings;
- Less equity potentially required per project;
- Long term contract required;
- Additional coordination required;



Model 4 – Green Loan

- Monetize energy savings;
- Increased bottom line;
- Need to finance additional capital costs until registration of the condominium;
- Additional equity may be required;
- Potential recession risk to lender;
- Interest rate generally higher than commercial rates due to risk;



Contact

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Megan Mackey

Condominium litigation – Shibley Righton LLP



SHIBLEY RIGHTON LLP
Barristers and Solicitors

Multi-year Geothermal Agreements

- Termination of agreements
- Questionable enforceability of penalty clauses
- HSCC No. 627 v Grandview Living Inc. et al.
 - 2/3 of owners required to ratify termination
 - Conveyance of units housing equipment and geothermal system



SHIBLEY RIGHTON LLP
Barristers and Solicitors

Enforcing Financial Instruments

- Green loans, mortgages, equipment purchases
- TSCC 2051 v. Georgian Clairlea Inc.
 - Mortgages registered for purchase of surplus units (parking/storage) and HVAC equipment
 - Mortgages reduced (relief from oppression)
 - Disclosure “simple, readable language”
- Be transparent and fair



SHIBLEY RIGHTON LLP
Barristers and Solicitors

QUESTIONS



Thank you to our speakers

Steven Little

President, Able Engineering Inc.

Jennifer Burstein

Vice President of Construction at Collecdev

Tasso Eracles

President at Smart Energy Recovery Inc.

Megan Mackey

Partner, Shibley Righton LLP

Julian McNabb

Vice President, Melbourne Property Management

LANDPRO 2022

**PRESENTATION:
THREE SIGNIFICANT DECISIONS
OF THE ONTARIO COURT OF
APPEAL INVOLVING REAL ESTATE
IN 2021**

02:30 P.M. - 03:00 P.M.

Harry Herskowitz
Senior Partner
DelZotto, Zorzi LLP

Read by:

Rodney Ikeda
Partner
Goldman Sloan Nash & Haber LLP

07

SPEAKER



HARRY HERSKOWITZ

Senior Partner
DelZotto, Zorzi LLP

Presentation:

**Three Significant Decisions of the Ontario
Court of Appeal Involving Real Estate in 2021**

Harry Herskowitz is a graduate of Osgoode Hall Law School and was called to the Bar of Ontario in 1979. Harry is qualified as an arbitrator/mediator, having completed a course in arbitration/mediation at the University of Toronto's School of Continuing Studies in 1994. Harry's practice is devoted to real estate, mortgage lending and commercial transactions, with emphasis on land development and condominium law. Harry's practice also includes arbitrating disputes involving commercial real estate transactions and condominium issues, and providing legal opinions on various aspects of real property law. Harry has represented numerous subdivision and condominium developers throughout Ontario, from simple stand-alone residential projects to complex mixed-use, multi phased and leasehold condominium projects. Harry is qualified as an expert witness before the Ontario Superior Court of Justice, and frequently provides opinions on real estate conveyancing and condominium issues.

**RECENT APPELLATE COURT DECISIONS
IMPACTING REAL ESTATE PRACTICE IN ONTARIO**

BY

HARRY HERSKOWITZ & AMY CRYSTAL – DELZOTTO, ZORZI LLP

(with assistance from Felix Suen, articling student)

For the LandPRO Conference on March 2, 2022

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- 3. *TRIBUTE (SPRINGWATER) LIMITED V. ATIF, 2021 ONCA 463***
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 - D. Observations/Principles Arising from the Appellate Court's Decision

- 4. *TSCC NO. 1628 V. TSCC NO. 1636, 2021 ONCA 360***
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1. INTRODUCTION

Despite the ongoing COVID-19 pandemic that has negatively impacted many of the commercial and business activities in the Province of Ontario over the past two years, and that has correspondingly engendered numerous supply chain shortages across all industries that adversely affect the end consumer, the real estate market in Ontario has experienced record-breaking volumes of transactions. In fact, the Director of Titles for the Province of Ontario, under the auspices of the Ministry of Government and Consumer Services, has confirmed in communiques published in Teraview that 2021 was one of the busiest years ever experienced by the Land Registry Office in Toronto, and as an inevitable consequence of the unprecedented real estate boom, the certification times for instruments being registered in the Land Titles Division has been delayed beyond the twenty-one day period for certification contemplated by Section 78 of the *Land Titles Act*, R.S.O. 1990, as amended.

The courts in this Province have also been inundated with cases involving aborted real estate transactions, resulting from unforeseen fluctuations in the market value of the properties being acquired and/or the implementation of more stringent mortgage requirements.

The purpose of this paper is to review three recent appellate court decisions that significantly impact real estate practice in Ontario, and which cover the following topics:

- (i) the repudiation of the contract, and the innocent party's resulting elections;
- (ii) the duty to mitigate one's damages, and its impact on the interest rate accruing on any judgment granting damages; and
- (iii) the scope and powers of an arbitrator resolving disputes arising under (or pursuant to) a reciprocal agreement or shared facilities agreement.

2. ***CHING V. PIER 27 TORONTO INC., 2021 ONCA 551 (THE “PIER 27 CASE”)***

A. **The Facts**

In April 2008, the purchasers in the Pier 27 Case, Yong Kee Ching and Margaret Ng Yu Xiu, while still residing in Singapore, entered into an agreement of purchase and sale with Pier 27 Toronto Inc. to acquire a new luxury condominium dwelling unit (along with ancillary units) located at 39 Queens Quay East in Toronto, for a purchase price totalling \$1,389,000, with the required deposits amounting to \$214,238.85, and a balance due on closing that was going to be partially funded by the purchasers from the proceeds of a mortgage loan to be arranged with the Canadian Imperial Bank of Commerce.

On June 9, 2010, the vendor’s lawyer advised the purchasers that the tentative occupancy date for the purchase and sale transaction would be extended by just under twenty-four months, from November 30, 2010 to October 18, 2012. The confirmed occupancy date was subsequently extended on eight separate occasions for various reasons (e.g., due to construction delays, strikes, and extreme weather conditions experienced by the vendor throughout the development of the condominium project), purportedly in accordance with the terms and provisions of the addendum to the agreement of purchase and sale mandated by Tarion Warranty Corporation, and with time continuing to be of the essence.

The purchasers moved to Canada in March 2011, and thereafter attempted to sell the dwelling unit and/or assign the agreement of purchase and sale to a third-party buyer for a purchase price of \$1,699,000. Sometime in 2012, the purchasers visited the vendor’s sales office in Toronto, seeking the vendor’s assistance and co-operation in reselling the dwelling unit, and were advised that assignments of the agreement of purchase and sale were not permitted.

In October 2013, the purchasers met with the vendor’s décor consultant and signed an order form specifying their selections of suite finishes and upgrades to the dwelling unit, and said order

form included an express acknowledgement by the purchasers that the confirmed occupancy date would be January 30, 2014, subject to any further extensions that may be required by the vendor in accordance with the terms and provisions of the agreement of purchase and sale. This date was subsequently postponed to July 30, 2014, and thereafter extended one last time by the vendor to August 20, 2014.

On December 23, 2013, the purchasers were advised by their mortgage lender that it was cancelling their mortgage approval, and despite their best efforts, the purchasers were unable to obtain new mortgage financing elsewhere on the same terms and conditions. The purchasers also continued seeking alternative purchasers for the dwelling unit by contacting various real estate agents and attempting to show the property to prospective buyers.

The purchasers' lawyer wrote to the vendor's lawyer on August 7, 2014, noting that the repeated delays and extensions of the confirmed occupancy date by the vendor suggested that the latter had failed to act in good faith and to set bona-fide closing date estimates. The purchasers' lawyer asked the vendor's lawyer, on a without prejudice basis, whether the vendor was agreeable to terminating the agreement of purchase and sale, and refunding all of the deposit monies theretofore paid by the purchasers. However, the vendor's lawyer responded by confirming that the purchasers did not have any contractual or statutory right to rescind or terminate the agreement of purchase and sale.

The purchasers did not take possession of the dwelling unit on August 20, 2014, as scheduled, despite the dwelling unit being ready for occupancy on that date, because the purchasers did not have the requisite mortgage financing in place (and consequently would not have sufficient funds to complete the purchase and sale transaction on an all-cash basis with the vendor on the final closing date) and therefore the purchasers had no intention of taking occupation of the dwelling unit. Shortly thereafter, the purchasers' lawyer wrote to the vendor's lawyer once more,

asking the vendor to reconsider the purchasers' offer to rescind the agreement of purchase and sale. The purchasers' lawyer also took the position that the vendor did not have the right to unilaterally extend the confirmed occupancy date beyond the twenty-four months expressly permitted by the agreement of purchase and sale, and that by failing to provide occupancy of the dwelling unit by no later than November 30, 2012, the vendor had breached said agreement, thereby entitling the purchasers to terminate same and demand the return of all deposit monies so paid. The vendor's lawyer responded by noting that the purchasers were in breach of the agreement of purchase and sale, inasmuch as they had failed to complete the transaction on the confirmed occupancy date of August 20, 2014 (being the date when the dwelling unit was ready for occupancy), but as a courtesy to the purchasers, and on a without prejudice basis, the vendor was agreeable to allowing the purchasers to complete the transaction on September 8, 2014. However, the purchasers did not complete the interim-occupancy closing (nor take possession of the dwelling unit) on said date, and the vendor's lawyer thereafter confirmed in writing that the agreement of purchase and sale was terminated due to the purchasers' failure to complete the transaction on August 20, 2014, and that all of the deposit monies so paid would correspondingly be forfeited to the vendor as a consequence thereof.

The dwelling unit was ultimately resold by the vendor in 2016, and the purchasers brought an action against the vendor for breach of contract, seeking the return of their deposit monies, along with the increase in the value of the dwelling unit subsequent to the date that the agreement of purchase and sale was entered into by the parties (in the approximate amount of \$93,000), as well as punitive damages of \$100,000 for dishonest performance of the contract. In the alternative, the purchasers sought relief from forfeiture of their deposit monies.

B. The Trial Decision

At trial, Justice Faieta found that the vendor was in breach of the agreement of purchase and sale by extending the confirmed occupancy date past the twenty-four month period expressly contemplated therein, noting that there was nothing in the contract that permitted the vendor to arbitrarily extend the confirmed occupancy date further, absent certain defined circumstances or causes beyond the vendor's control. The court also rejected the vendor's submission that the causes of the extensions were, in fact, beyond its control. The finding that the vendor breached the agreement of purchase and sale by extending the confirmed occupancy date was not in issue on the subsequent appeal of the case.

The trial judge also ruled that for every extension of the confirmed occupancy date initiated by the vendor that constituted a breach of the agreement of purchase and sale, the actions of the purchasers never amounted to a clear and unequivocal acceptance of the vendor's repudiation of the contract. By opting to select finishes and upgrades to the dwelling unit, as well as continuing their attempts to assign the agreement of purchase and sale to a third-party buyer, the purchasers were found to have treated the agreement of purchase and sale as subsisting, and in full force and effect. Exercising his discretion, and considering all of the circumstances, the trial judge declined to grant relief from forfeiture.

The purchasers appealed the decision, claiming that the trial judge's repudiation analysis was flawed, and that the trial judge failed to adequately consider the purchasers' lack of knowledge or subjective understanding of their legal rights to terminate the agreement of purchase and sale.

C. The Appellate Court Ruling

At the outset, the Court of Appeal confirmed that a repudiatory breach of contract does not, in and of itself, terminate the contract, because the failure of the innocent party to accept the

repudiation will result in the repudiation having no legal effect, and therefore the contract will subsist in all respects. Simply put, there is no such thing as a unilateral contractual repudiation and accordingly the consequences of any purported repudiation will always depend on the election made by the innocent party. The innocent party may (by words or conduct) accept the repudiation, and if so, then the contract will be deemed to be terminated and of no further force or effect (sometimes judicially referred to as “disaffirmation”). Alternatively, the innocent party may (by words or conduct) refuse to accept the repudiation, and may correspondingly treat the contract as subsisting (sometimes judicially referred to as “affirmation”).

Justice Pepall, writing on behalf of a unanimous appellate court, stipulated that the acceptance of the repudiation must be clearly and unequivocally communicated to the repudiating party, within a reasonable period of time, and such communication may be express or inferred from the innocent party’s conduct. Likewise, affirmation of the contract may be express or inferred from the innocent party’s conduct, and therefore if the innocent party presses for performance of the contract (or takes a step, or commits an act, that is inextricably connected to the completion of the contract), then the innocent party will be found to have affirmed the contract, and will continue to be bound thereby. The appellate court confirmed that the test for determining the affirmation or disaffirmation of the contract is an objective one, predicated on what the repudiating party would reasonably understand from the words or conduct of the innocent party. Accordingly, conduct on the part of the innocent party that is consistent with the contract still being in force may amount to affirmation, whether or not the innocent party actively pressed for performance. The appellate court also noted that the failure of the innocent party to communicate his or her election to disaffirm the contract to the repudiating party will not preclude a subsequent election to disaffirm same, unless the passage of time has resulted in significant prejudice to the repudiating party, or,

depending upon the circumstances of the case, the silence of the innocent party can reasonably be interpreted as evidence of a decision to affirm the contract.

The appellate court observed that at the time of the vendor's breach of contract on June 27, 2014 (i.e., consequent upon the purported extension of the confirmed occupancy date from July 30, 2014 to August 20, 2014), the purchasers had the following three alternatives or elections available to them, namely:

- (i) to treat the agreement of purchase and sale as subsisting, and to insist on closing on July 30, 2014, or to implicitly or expressly agree to close on the new closing date of August 20, 2014;
- (ii) to accept the repudiation by the vendor, which would result in the agreement of purchase and sale being terminated, and would thereby release and relieve the purchasers from closing on July 30, 2014 (or at any time thereafter); or
- (iii) to do nothing, and correspondingly take a reasonable period of time within which to consider their options, provided that the duration of doing nothing is not too long under the circumstances, such that the court might treat the silence or absence of any words or conduct in response to the repudiation as having affirmed the contract.

The Court of Appeal noted that each time that the vendor committed an act that amounted to a repudiation of the contract, the purchasers were entitled to either affirm the agreement of purchase and sale and treat it as subsisting, or to accept the repudiation and thereupon be released from any further obligations thereunder, and to correspondingly obtain a full refund of all deposit monies theretofore paid. The repudiations by the vendor cannot (and should not) be treated or considered cumulatively, and the fact that the purchasers had previously affirmed the contract following prior acts of repudiation by the vendor (i.e., emanating from the vendor's numerous extensions of the interim-occupancy closing date) did not preclude or disentitle the purchasers

from accepting the final repudiation on June 27, 2014. The trial judge's reliance upon the purchasers' post-June 27, 2014 conduct to sustain the conclusion that the contract was affirmed (namely, the purchasers' attempt to assign the agreement of purchase and sale in July 2014, and to seek permission from the vendor to have prospective purchasers inspect the dwelling unit) was ultimately upheld by the appellate court. Once the contract was affirmed, there was no subsequent breach committed by the vendor that gave rise to an election exercisable by the purchasers, and therefore the purchasers were precluded from relying upon their lawyer's letter of August 7, 2014 as constituting clear and unequivocal communication of the acceptance of the vendor's repudiation on June 27, 2014.

The appellate court also confirmed that there was no clear and unequivocal communication of termination until the purchasers' lawyer's letter dated August 7, 2014 was delivered to the vendor's lawyer, but even the language used in said correspondence was equivocal, inasmuch as it sought the permission of the vendor to rescind the agreement. Moreover, even assuming that the purchasers' lawyer's letter was sufficient and tantamount to a disaffirmation of the contract, the last extension of the confirmed occupancy date by the vendor was sent on June 27, 2014, but the aforementioned lawyer's letter was sent on August 7, 2014, a week after the penultimate closing date of July 30, 2014. By that time, the purchasers' conduct was already consistent with an affirmation of the contract and an agreement to close on August 20, 2014. In short, the purchasers did nothing for too long, and both the trial and the appellate court ultimately treated them as having affirmed the contract.

Parenthetically, the Court of Appeal also concluded that neither party to the transaction was ready, willing, or able to close on the July 30, 2014 closing date, and consequently neither party was legally entitled to rely on the "time of the essence" provision in the contract, thereby resulting in the agreement remaining in effect, with either party being entitled to thereafter reinstate

time of the essence by setting a new closing date, and providing reasonable notice thereof to the other party.

Furthermore, the Court of Appeal rejected the argument that the purchasers had insufficient knowledge and experience to make the requisite election regarding the vendor's repudiation of the contract, and specifically lacked the knowledge of their legal right to choose between affirmation and termination of the agreement of purchase and sale in the face of the vendor's repudiation. The appellate court confirmed that the purchasers were quite familiar with the actual state of affairs, and had sufficient knowledge of the underlying facts regarding the numerous extensions of the closing date (since each of the extension letters clearly described the cause and effect of the extension). As the closing date was quickly approaching, the purchasers were endeavouring to assign the agreement of purchase and sale, and were still in discussions with various realtors regarding the resale of the dwelling unit. Moreover, the purchasers had access to experienced real estate lawyers and other professional advisors throughout the purchase and sale transaction, and had the opportunity to ascertain their legal rights in connection therewith. In other words, it could not be said that the purchasers' affirmation of the contract was rendered ineffective as a result of any legal debility.

Finally, the appellate court briefly considered the purchasers' request for relief from forfeiture of their deposit monies, which is an equitable and discretionary remedy. In doing so, the Court of Appeal affirmed that the test for such relief is predicated on whether the forfeited deposits are out of all proportion to the damages suffered, and whether it would be unconscionable for the vendor to retain same. At law, a deposit stands as security for the purchaser's performance of his or her contractual obligations, and may accordingly be forfeited to the vendor as the latter's liquidated damages (and not as a penalty). A deposit that is ultimately forfeited to the vendor, consequent upon the purchaser's default, does not constitute damages for breach of contract, and

the forfeiture of the deposit is not dependent on the proof of actual damages incurred by the innocent vendor. The mere fact that the vendor has suffered no damages whatsoever does not, in and of itself, render the forfeiture of the entire deposit unconscionable. The appellate court confirmed that the finding of unconscionability must be an exceptional one, strongly compelled by the facts of the case, and absent a palpable and overriding error by the trial judge, the Court of Appeal will not substitute its discretion for that of the judge at first instance. Although the vendor may have ultimately gained approximately \$100,000 from the resale of the dwelling unit to a third-party purchaser, the appellate court was not prepared to override the trial judge's refusal to grant relief from forfeiture.

D. Observations/Principles Arising from the Appellate Court's Decision

The Court of Appeal in the Pier 27 Case clearly outlined the innocent party's elections consequent upon the defaulting party's repudiation of the contract, and also provided a strong warning to the entire development community by expressly confirming that developers who act in a manner similar to the vendor in this case, and who fail to honour their contractual obligations under their respective agreements of purchase and sale, should not expect that future courts will be as amenable as the court in the Pier 27 Case in refusing to grant relief from forfeiture of the deposit monies.

Nevertheless, the appellate court ultimately conveyed its dissatisfaction with the vendor's actions in the Pier 27 Case by not granting the vendor any award of costs, but rather ordering that the litigants must bear their own costs of both the trial and the appeal, despite the vendor having been successful in both forums.

3. ***TRIBUTE (SPRINGWATER) LIMITED V. ATIF, 2021 ONCA 463 (THE “TRIBUTE CASE”)***

A. The Facts

On March 25, 2017, the purchasers in the Tribute Case, Rashid and Ansa Atif, entered into an agreement of purchase and sale with Tribute (Springwater) Limited to acquire a new home in Springwater, Ontario, for a purchase price totalling \$1,115,490, with an initial deposit of \$90,000, and a further deposit of \$50,312.50 paid on account of extras and upgrades to the property. The purchasers failed to pay the balance of the monies owing for extras and upgrades, and correspondingly failed to complete the purchase and sale transaction on the extended closing date of December 17, 2018. Consequently, the vendor terminated the agreement of purchase and sale in January 2019.

Shortly thereafter, the vendor commenced an action in the Superior Court of Justice, claiming damages against the purchasers for breach of contract. The purchasers denied having breached the agreement of purchase and sale, and claimed that the property was not built to the agreed-upon specifications for the ceiling height, which they asserted was an essential term of the contract, and they also pleaded that the vendor’s damages were exaggerated and excessive.

In November 2019, the vendor resold the property for \$985,000 and moved for summary judgment against the purchasers.

B. The Trial Decision

The motion judge granted the vendor judgment for \$383,636.47, and awarded the vendor pre-judgment interest at the rate of prime plus 2% per year, together with costs in the amount of \$20,000, and fixed the post-judgment interest at the rate of 4.45% per year. The damages of \$383,636.47 consisted of the difference between the contract price and the resale price of the property (less the real estate commission in connection therewith), together with the aggregate of

all carrying costs and expenses incurred by the vendor for the period between the original closing date and the resale closing date, inclusive of an administrative fee in the amount of 15% charged by the vendor on all such costs and expenses so incurred.

The purchasers appealed the decision of the motion judge, and in doing so they admitted liability for having breached the agreement of purchase and sale. However, the purchasers took issue with the quantum of damages ultimately awarded to the vendor, challenging the latter's mitigation efforts. The vendor also cross-appealed, seeking pre-judgement and post-judgement interest at the rate expressly provided for in the agreement of purchase and sale.

C. The Appellate Court Ruling

The Court of Appeal was asked to address the issue of mitigation because the purchasers challenged the process that the vendor had followed in reselling the property. Consequent upon the purchasers' failure to complete the transaction on the scheduled closing date, and the corresponding termination of the agreement of purchase and sale, the vendor proceeded to resell the property through the efforts of its own employed real estate agents, rather than listing and advertising same on the multiple listing service (the "MLS") immediately with (or through) a third-party agent or broker. The property was listed internally by the vendor for a period of nine months, and was thereafter listed on the MLS with an outside agent or broker, and remained unsold for approximately one year after the termination of the agreement.

The appellate court confirmed that the purchasers did not challenge the vendor's evidence of its mitigation efforts before the motion judge by way of cross-examination, and failed to provide their own evidence to demonstrate that the vendor's attempts to resell the property were unreasonable or inadequate. The vendor initially listed the property at its own sales office at a price of \$999,990 (inclusive of all upgrades, originally valued at approximately \$335,000) in an effort

to avoid paying real estate commission on the resale price, and more importantly, to avoid any reduction in the perceived value of the other new homes that the vendor was selling in the Springwater community. The vendor had provided the motion judge with print-outs from an MLS home price index chart, along with supporting appraisal evidence, which confirmed that the sale prices of homes in the Springwater community had declined approximately \$100,000 in 2019, from their values in 2016 and 2017.

Justice van Rensburg, writing on behalf of a unanimous appellate court, confirmed three general principles in respect of an aborted real estate transaction, and the corresponding duty of the innocent party to mitigate its damages, namely that:

- (i) a party is generally not entitled to recover any losses or expenses that could have been avoided by taking reasonable steps, wherever mitigation is possible under the circumstances;
- (ii) damages are typically determined based on the difference between the agreed-upon sale price and the market value or appraised value of the property as at the date set for closing; and
- (iii) the court may choose a date for the assessment of damages other than the closing date, depending on the context or circumstances of the case, including the duty of the innocent party to take reasonable steps to avoid or minimize any losses or expenses incurred, in light of the nature of the property and the prevailing market.

In this case, the property was appraised at \$890,000 shortly before the date set for closing, and was sold approximately twelve months later for \$985,000, an amount that clearly exceeded the appraised value of the property around the time that it was listed for sale.

The appellate court carefully considered the vendor's nine-month delay in listing the property with an outside agent or broker, and the corresponding failure during that period of time

to widely expose the property to potential buyers through the MLS. In fact, Justice van Rensburg commented that she was troubled by the vendor's self-serving decision to list and resell the property internally, rather than retaining an outside listing agent or broker and utilizing the MLS to help expedite the sale of the property. Nevertheless, because the purchasers did not pursue the mitigation issue at first instance, and failed to directly challenge the vendor's mitigation efforts before the motion judge, there was no evidence before the Court of Appeal to suggest that a higher purchase price would have been attained if the property had been listed on the MLS as soon as the contract was terminated. At best, the vendor might have avoided some of the carrying costs so incurred (and some of the pre-judgment interest in connection therewith) had the property been sold earlier through the MLS.

In its cross-appeal, the vendor argued that the motion judge had no jurisdiction to depart from the contractual rate of interest (namely, the prime commercial lending rate plus 5%), for both pre- and post-judgment interest on the damages ultimately awarded, rather than the lower rate of interest stipulated by the motion judge. However, the appellate court confirmed that in the exercise of its common law and equitable jurisdiction, the court can depart from a contractual rate of interest in respect of pre- and post-judgment interest on any damages so awarded, whenever same is justified by special circumstances, including in those instances where it is extremely onerous and unfair to do so, and where adequate notice of the contractual term stipulating an interest rate for damages was not provided or expressly disclosed.

The Court of Appeal ultimately ruled that the vendor's failure to widely expose the property to the marketplace through the MLS for nine months after the agreement of purchase and sale was terminated (during which time of inaction interest accrued on the entirety of the outstanding purchase price, along with carrying costs and expenses incurred in connection

therewith) was sufficient to justify not interfering with the motion judge's decision to award pre- and post-judgment interest at rates significantly lower than the contractual rate of interest.

D. Observations/Principles Arising from the Appellate Court's Decision

The Court of Appeal's decision in the Tribute Case highlights the importance of the innocent party's duty to mitigate the damages being claimed against the defaulting party to the contract. The decision also conveys an admonition to the home building industry, namely that if and when a builder intends to pursue a claim in damages against a defaulting homebuyer following the termination of the agreement of purchase and sale (in lieu of accepting the forfeiture of the deposit monies as its liquidated damages), and correspondingly decides to resell the property internally, in the ordinary course of its business, with the legitimate desire to obviate any depreciation in value of its inventory of unsold homes in the same or neighbouring community (as opposed to listing the property for resale on the MLS, in order to garner the widest exposure of same in the marketplace, and thereby expedite its sale), then such builder must be prepared to accept the possibility (if not the likelihood) that a lower rate of pre- and post-judgment interest may be stipulated by the court in connection with any damages so awarded, as a way of evidencing the court's displeasure with the builder's lackluster mitigation efforts.

4. TSCC NO. 1628 V. TSCC NO. 1636, 2021 ONCA 360 (THE "SOHO CASE")

A. The Facts

In October 2004, Soho Grand Condominiums Inc. (the "**Declarant**") created and registered Toronto Standard Condominium Corporation No. 1628, a 136-unit residential condominium located at 350 Wellington Street West, Toronto (the "**First Condominium**"). Shortly thereafter, the Declarant created and registered Toronto Standard Condominium Corporation No. 1636, a 55-unit residential condominium located at 348 Wellington Street West, Toronto (the "**Second**

Condominium”). The Declarant, or its associated or affiliated company Soinco Limited (“**Soinco**”), at all times retained title to each of the units in the Second Condominium.

The two condominiums are physically integrated, and correspondingly share various amenities, services, and/or facilities, including a shared lobby, elevators, stairwells, visitor parking and bicycle storage spaces, garbage rooms, loading areas, mechanical and electrical rooms, telephone rooms, and a transformer vault (collectively referred to as the “**Shared Facilities**”). The operation, insurance, maintenance, and repair of the Shared Facilities, as well as the required contributions towards the ongoing costs and expenses incurred in connection therewith (collectively referred to as the “**Shared Facilities Costs**”), are governed by the provisions of a shared facilities agreement dated October 6, 2004 (the “**Shared Facilities Agreement**”), which agreement was initially entered into between the First Condominium and the Declarant, and subsequently assumed by the Second Condominium shortly after its registration under the *Condominium Act, 1998*, S.O. 1998, as amended (the “**Act**”). Pursuant to the provisions of the Shared Facilities Agreement, the First Condominium was obliged to contribute 69% of the Shared Facilities Costs, while the Declarant initially (and the Second Condominium subsequently, following its registration under the Act) was obliged to pay the remaining 31% of the Shared Facilities Costs.

Soinco owned three units in the Second Condominium, namely the central alarm and control facilities room unit (also known as the “CACF” room), a service/garbage room unit, and a change room unit (collectively referred to as the “**Soinco Units**”), and in accordance with the provisions of the Shared Facilities Agreement, the common expenses attributable to the Soinco Units were to comprise part of the Shared Facilities Costs.

A dispute arose between the two condominiums relating to the amounts due under the Shared Facilities Agreement. The Second Condominium alleged that the First Condominium owed

approximately \$362,290.88 (inclusive of H.S.T. and interest) for its proportionate share of the Shared Facilities Costs pertaining to the use of the Soinco Units, and also claimed that the First Condominium was delinquent in paying its proportionate share of the Shared Facilities Costs for the fiscal years 2009 to 2014 inclusive. The First Condominium disputed that it owed any monies whatsoever under the Shared Facilities Agreement, and also made a number of allegations against the Declarant regarding the creation of the Shared Facilities Agreement and its lack of disclosure in connection therewith.

After an unsuccessful mediation pursuant to Subsection 132(1) of the Act, the Second Condominium indicated that it would proceed to arbitration to resolve its dispute with the First Condominium, in accordance with the mandatory arbitration provisions set forth in the Shared Facilities Agreement, which expressly provided that the validity, construction, and performance of the Shared Facilities Agreement shall be governed by the laws of the Province of Ontario, and that any dispute arising under the Shared Facilities Agreement shall be determined by a single arbitrator to be agreed upon by the parties. However, the First Condominium endeavoured to bypass the arbitration process by commencing a court application seeking various forms of relief, including a declaration that Soinco, as the owner of the Soinco Units, was solely responsible for paying the common expenses attributable thereto (and a corresponding declaration that all common expenses attributable to the Soinco Units do not form part of the Shared Facilities Costs), as well as an order confirming that the conduct of the Declarant regarding the Shared Facilities Agreement was oppressive, unfairly prejudicial, or unfairly disregarded the interests of the First Condominium, pursuant to the provisions of Section 135 of the Act. In response to the First Condominium's notice of application to the Superior Court of Justice, the Second Condominium moved to stay the application in favour of the arbitration proceedings.

B. The Trial Decision

The motion judge dismissed the Second Condominium's motion for a stay of the court proceedings, inasmuch as he concluded that while there were certain elements of the dispute that could be addressed through arbitration arising under the Shared Facilities Agreement (e.g., whether the common expenses assessed against the Soinco Units properly comprised part of the Shared Facilities Costs), other issues between the parties were not arbitrable (e.g., whether the Declarant had made material statements that were false, deceptive, or misleading regarding the Shared Facilities Agreement and/or the Shared Facilities Costs, thereby entitling the First Condominium to damages against the Declarant pursuant to Section 133 of the Act).

In the end, the motion judge found that the essence of the First Condominium's claim was the allegedly oppressive conduct of the Declarant (and the corresponding application for relief made pursuant to Section 135 of the Act), and confirmed that this core component of the dispute would need to proceed before the courts in order to be resolved, since same remained contingent on how narrow or broad an arbitrator would construe the jurisdiction and scope of the arbitrator's powers, pursuant to the arbitration provisions in the Shared Facilities Agreement and/or the arbitration protocol prescribed by Section 132 of the Act. Rather than bifurcating the outstanding issues in dispute, between those to be resolved by arbitration on the one hand, and those to be resolved by the court on the other hand, the motion judge ultimately ruled that all of the matters in dispute should proceed to be adjudicated and resolved by the Superior Court of Justice.

C. The Appellate Court Ruling

At the outset, the Court of Appeal confirmed that in light of the precedent-setting ruling of the Supreme Court of Canada in the case of *TELUS Communications Inc. v. Wellman*, 2019 SCC 19, [2019] 2 S.C.R. 144, courts do not have the discretion to refuse to stay or halt claims that are

the subject matter of an arbitration agreement, nor disputes that the parties have expressly agreed to be resolved by arbitration. The unanimous appellate court noted that the dispute between the two condominiums in the Soho Case was clearly covered by the very broad language of the arbitration clause in the Shared Facilities Agreement, and at the very least, the motion judge should have stayed that portion of the application instituted by the First Condominium. To do otherwise would reduce the degree of certainty and predictability associated with arbitration agreements or arbitration clauses, and would permit parties who are bound by an arbitration agreement (or who have expressly agreed to resolve their disputes by arbitration) to avoid or obviate the arbitration process altogether by initiating (or piggybacking onto) claims involving others to the dispute who are not bound by the arbitration agreement or the arbitration clause. While Subsection 7(2) of the *Arbitration Act, 1991*, S.O. 1991, as amended, permits a court to refuse to stay a proceeding where the arbitration agreement or arbitration clause is invalid, based on unconscionability, the Court of Appeal did not see any problem whatsoever with the very broad arbitration clause contained in the Shared Facilities Agreement under review in the Soho Case.

The appellate court disagreed with the motion judge that the pith and substance of the dispute involved the oppression claim asserted by the First Condominium, but rather considered the interpretation and application of the Shared Facilities Agreement, along with the proper amount of the Shared Facilities Costs, to be at the core of the dispute. The Court of Appeal confirmed that if the issues in dispute involving the Shared Facilities Agreement were ultimately determined in favour of the Second Condominium, then there would be little left to the claims being advanced by the First Condominium on appeal. The appellate court also noted that courts should generally be cautious in their approach to resolving oppression claims of the type asserted by the First Condominium against the Declarant, particularly where such claims (if allowed) might overtake

and distort the dispute resolution process that lies at the heart of the condominium legislation, where the arbitration process is clearly preferred over court proceedings.

Moreover, without actually deciding the issue of the applicability of the oppression remedy against the Declarant, the Court of Appeal expressly disagreed with the motion judge that such a claim of oppression (and the corresponding application for relief made pursuant to Section 135 of the Act) can only be determined by a court. The language in Subsection 135(1) is permissive, and does not necessarily oust the jurisdiction of an arbitrator to consider the same relief, if and so long as it is part of the dispute in question that properly falls within the purview of the arbitration agreement or the arbitration clause, or within the scope of Section 132 of the Act.

D. Observations/Principles Arising from the Appellate Court's Decision

An ever-increasing number of mixed-use and multi-phased projects developed within the Greater Toronto Area will invariably have certain amenities, facilities, and/or services that are intended to be used or enjoyed (and correspondingly shared) by different parties, entities, or components, and the ongoing operation, insurance, maintenance, and/or repair thereof (and the corresponding allocation and payment of all costs and expenses so incurred in connection therewith) will ultimately be governed by a reciprocal agreement or shared facilities agreement. In turn, said agreement will typically require that any disputes between or amongst the contributing or affected parties shall be referred to (and be resolved by) mandatory arbitration, pursuant to the dispute resolution provisions outlined therein. Due to the integrated or shared nature of the amenities, services, and/or facilities that are the subject matter of the shared facilities agreement, the resolution of any disputes in connection therewith in a timely, expeditious, and cost-efficient way is of paramount importance, in an effort to reduce and resolve the ongoing conflict, frustration, and/or inconvenience encountered by the affected or contributing parties, to the extent reasonably

possible. The foregoing underscores why arbitration is almost always mandated as the forum or methodology for resolving disputes between or amongst the affected parties, in lieu of recourse to the courts, in an effort to obviate protracted (and more costly) litigation.

Sometimes, however, the parties to a shared facilities agreement are motivated to side-step the resolution of a dispute by arbitration, and correspondingly seek judicial intervention, whether because of an underlying desire to prolong the dispute, or to embroil other parties who are not subject to (nor bound by) the provisions of the shared facilities agreement, or because they consider the arbitrator's decision-making powers to be limited, or not as expansive as a court of competent jurisdiction, and the Soho Case is emblematic of the foregoing.

The arbitration clause in the Soho Case was very broad, and there was nothing in the view of the appellate court that would preclude an arbitrator from considering the alleged oppressive conduct advanced by the First Condominium, at least as it related to the actions of the Second Condominium. While the oppression claim advanced by the First Condominium included the Declarant and Soinco, each of whom were not technically (or were no longer) parties to the Shared Facilities Agreement, nor subject to the arbitration provisions thereof, the Court of Appeal commented that both of these parties might nevertheless fall within the ambit of the arbitration provisions, in their capacity as unit owners within the Second Condominium, and therefore may be subject to the arbitration process so mandated by the provisions of the Shared Facilities Agreement and/or Section 132 of the Act.

Parenthetically, the appellate court also noted that nothing prevents the remaining issues in dispute between the First Condominium on the one hand, and the Declarant and Soinco on the other hand, from proceeding to be heard (and ultimately determined) in the Superior Court of Justice, while the arbitration proceedings are still ongoing, and it is also possible that the Declarant

and Soinco might voluntarily agree to be part of the arbitration proceedings, rather than have parallel proceedings continue.

Nevertheless, the essential issues in the dispute between the two condominiums clearly involved the proper application and interpretation of the Shared Facilities Agreement, and the corresponding obligation to contribute towards the Shared Facilities Costs, as well as the determination of the proper quantum thereof. Therefore, the dispute between the parties should be resolved by arbitration, in accordance with the mandatory arbitration provisions outlined in the Shared Facilities Agreement to which each of the two condominiums were bound.

Finally, the Court of Appeal's directive in the Soho Case, namely that wherever possible, courts should endeavour to thwart attempts to side-step agreed-upon arbitration whenever the issues in dispute clearly fall within the ambit or scope of the mandatory arbitration provisions, should be applauded and widely endorsed, in an effort to prevent overwhelming the court system in Ontario that is already deluged and backlogged with too many cases to be litigated.

LANDPRO 2022

PRESENTATION:
THE FUTURE OF GTA PARKING

03:00 P.M. - 03:30 P.M.

Timothy Arnott
Principal
BA Group

08

SPEAKER



TIMOTHY ARNOTT

Principal
BA Group

Presentation:
The Future of GTA Parking

Tim joined BA Group in 1990, and has since applied his urban planning and engineering background to hundreds of transportation planning and engineering projects. He focuses on two main aspects of our business: traffic and parking studies, and detailed data collection and analysis. He is currently heading up an innovative new system for collecting, analyzing, and managing transportation data.

Tim was an integral part of the development of the new Vaughan Mills Regional Retail Centre northwest of Toronto, and has recently completed work on Minto Midtown, a new high-density residential and mixed-use development at Yonge and Eglinton.

Community and professional volunteer work is an important focus for Tim. He is a director of a local ratepayers association, sat on the planning committee for the 2007 CITE Annual Conference, and is chairman and director of the Kleinburg and Area Binder Twine Festival, an annual fall fair. He also directs the co-op student recruitment program at BA Group.



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Presentation Outline

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1. Review of a Sample of Existing Parking Requirements in the GTA
 1. Resident, Res. Visitor, Office and Retail

2. Trends affecting vehicular parking in the GTA:
 - A. Policies / practices at various governmental levels
 - B. Cost of vehicular operating / ownership
 - C. Cost / price of parking
 - D. Mobility Substitutes
 - E. Environmental impacts
 - F. Changing mobility patterns /practices – e.g., Covid-19 effects

3. Review of Recent Parking Requirement Changes in the GTA
 1. Resident, Res. Visitor, Office and Retail

1

2

Example Parking Requirements – Apartment Resident Parking

3

Pre-2021		Generalized Areas / Zones					
Use	City/Town		Downtown/City Centre	Nodes/Higher Order Transit Accessibility	Transit Accessible	Rest of City/Town	
Apartment - Resident	City of Toronto 569-2013	min. max.	0.3 to 1.0 per unit 0.7 to 1.5 per unit	0.6 to 1.0 per unit 0.9 to 1.5 per unit	0.7 to 1.1 per unit 1.0 to 1.6	0.8 to 1.2 per unit no max.	
	City of Mississauga 0225-2007	min. max.	0.7 to 1.0 per unit no max.	Rental 1.0 to 1.5 per unit ; Condo 1.0 to 1.75 per unit no max.			
	Town of Oakville	S.of Dundas & N.of 407 2014-014	min. max.	0.80 to 1.05 per unit no max.	0.75 to 1.25 per unit no max.		
		North Oakville 2009-189	min. max.	no min. 1.25 per unit			
	City of Vaughan		min. max.	0.7 to 1.0 per unit 1.0 to 1.7 per unit	1.5 per unit no max.		
	Markham		min. max.	1.0 per unit	1.25 per unit no max.		
	Hamilton		min. max.	0 to 0.7 per unit 1.25 per unit	0.3 to 1.0 per unit 1.25 per unit		

3

Example Parking Requirements – Apartment Visitor Uses

4

Pre-2021		Generalized Areas / Zones					
Use	City/Town		Downtown/City Centre	Nodes/Higher Order Transit Accessibility	Transit Accessible	Rest of City/Town	
Apartment - Visitor	City of Toronto 569-2013	min. max.	0.1 per unit	0.1 per unit	0.1 per unit	0.2 per unit no max.	
	City of Mississauga 0225-2007	min. max.	0.15 per unit	0.2 per unit no max.			
	Town of Oakville	S.of Dundas & N.of 407 2014-014	min. max.	0.20 per unit	0.25 per unit no max.		
		North Oakville 2009-189	min. max.	0.2 per unit no max.			
	City of Vaughan		min. max.	0.15 per unit no max.	0.25 per unit no max.		
	Markham		min. max.	0.20 per unit	0.25 per unit no max.		
	Hamilton		min. max.	no requirement no max.			

Note: Visitor parking is generally subject to a Shared Parking calculation with non-residential uses within the same development.

4

2

Example Parking Requirements – Office (Employment) Uses

5

Pre-2021	Use	City/Town		Generalized Areas / Zones				
				Downtown/City Centre	Nodes/Higher Order Transit Accessibility	Transit Accessible	Rest of City/Town	
	Office - General	City of Toronto 569-2013	min.	0.35 per 100 sq.m.	1.0 per 100 sq.m.	1.0 per 100 sq.m.	1.5 per 100 sq.m.	
max.			0.8 per 100 sq.m.	1.4 per 100 sq.m.	2.0 per 100 sq.m.	no max.		
		City of Mississauga 0225-2007	min.	2.1 per 100 sq.m. (note 1)		3.2 per 100 sq.m.		
max.					no max.			
		Town of Oakville	S.of Dundas & N.of 407 2014-014	min.	0 to 4.16 per 100 sq.m. NFA		2.86 per 100 sq.m. NFA	
max.						no max.		
			North Oakville 2009-189	min.		2.7 per 100 sq.m. GLA		
max.						3.3 to 5.0 per 100 sq.m. GLA		
		City of Vaughan		min.	1.5 per 100 sq.m.		3.5 per 100 sq.m.	
max.				2.5 per 100 sq.m.		no max.		
	Markham		min.	2.70 per 100 sq.m.		3.3 per 100 sq.m.		
max.			2.70 per 100 sq.m.		no max.			
	Hamilton		min.	2 per 100 sq.m.		3.3 per 100 sq.m. (in excess of 450 sq.m.)		
max.			no max.		no max.			

Note 1 - in City Centre area - the greater of the Res. Vis or Sum of Non-Res use parkign is provided in lieu of a more traditional Sharing formula.

Note 2 - Generally speaking a Shared Parking Calculation is adopted for mixed use developments to reflect temporal patterns for non-Res uses. Resulting in reduced overall non-res. Parking requirements versus single-use parkign requirements.

5

Example Parking Requirements – Retail Uses

6

Pre-2021	Use	City/Town		Generalized Areas / Zones				
				Downtown/City Centre	Nodes/Higher Order Transit Accessibility	Transit Accessible	Rest of City/Town	
	Retail uses	City of Toronto 569-2013	min.	1.00 per 100 sq.m.	1.0 per 100 sq.m.	1.5 to 6.0 per 100 sq.m.		
max.			3.50 per 100 sq.m.	4.0 per 100 sq.m.	no max.			
		City of Mississauga 0225-2007	min.	3.8 per 100 sq.m. (note 1)		4.0 to 5.4 per 100 sq.m.		
max.					no max.			
		Town of Oakville	S.of Dundas & N.of 407 2014-014	min.	0 to 4.16 per 100 sq.m. NFA		2.86 per 100 sq.m. NFA	
max.						no max.		
			North Oakville 2009-189	min.		3.3 per 100 sq.m. GLA		
max.						5.0 per 100 sq.m. GLA		
		City of Vaughan		min.	2.0 per 100 sq.m.		5.5 to 6.0 per 100 sq.m.	
max.				4.0 per 100 sq.m.		no max.		
	Markham		min.	3.3 per 100 sq.m.		3.3 to 5.4 per 100 sq.m.		
max.			3.3 per 100 sq.m.		no max.			
	Hamilton		min.	no min.	Step function - 5.88 per 100 (<4000 sq.m.) and 2 per 100 (>4000 sq.m.)			
max.			no max.		no max.			

Note 1 - in City Centre area - the greater of the Res. Vis or Sum of Non-Res use parkign is provided in lieu of a more traditional Sharing formula.

Note 2 - Generally speaking a Shared Parking Calculation is adopted for mixed use developments to reflect temporal patterns for non-Res uses. Resulting in reduced overall non-res. Parking requirements versus single-use parkign requirements.

6

3

Trends affecting vehicular parking in the GTA:

7

A. Policies / Practices at Various Governmental Level

1. Provincial Policy

a) Ontario's Five Year Climate Change Action Plan – June 2016

- i. **Eliminate minimum parking requirements:** *Minimum parking requirements will be eliminated over the next five years for municipal zoning by-laws, especially in transit corridors and other high-density, highly walkable communities. Minimum parking requirements are a barrier to creating complete, compact and mixed-use communities. Instead, by-laws will encourage bike lanes, larger sidewalks, and enhanced tree canopies*
- ii. The idea to **eliminate minimum parking requirements in transit accessible areas is not new** in North America. Residential developments with lower parking requirements are being promoted, approved, and developed in Vaughan, Toronto, Calgary, Vancouver and other cities.

b) Planning Act

- I. The Planning Act **directs municipalities to have regard to matters of provincial interest** set out in Section 2 of the Planning Act, including:
 - (q) *the promotion of development that is designed to be sustainable, to support public transit and to be oriented to pedestrians;*
 - (s) *the mitigation of greenhouse gas emissions and adaptation to a changing climate*

c) Provincial Policy Statement (2020)

- I. The Provincial Policy Statement (2020) (the "PPS") contains a number of policies which promote efficient development and the optimization of land and infrastructure.

7

Trends affecting vehicular parking in the GTA:

8

A. Policies / Practices at Various Governmental Level (Cont'd)

1. Provincial Policy (cont'd)

d) Ontario's Growth Plan (May 2019)

- i. **outlines requirements for accommodating growth to 2041. The plan covers a wide range of areas and topics, many of which are applicable to this development.**
 - I. Transportation and Moving People – transit first priority
 - II. Active Transportation
 - III. Reduce single-passenger vehicle trips – Development TDM plans

2. Regional and Municipal Official Plans

- I. Many Official Plans have policies within them that mandate the prioritization of non-auto modes and the creation of TDM plans which typically include parking management policies and standards;

3. Municipal Zoning Bylaw Reviews and updates

- I. It is fairly common to encounter municipal zoning bylaw reviews that, among other things, seek to revise parking supply standards – City of Toronto, City of Vaughan, City of Mississauga, City of Markham are recent examples

8

4

Trends affecting vehicular parking in the GTA:

9

B. Cost of Vehicle Ownership and Operating:

1. Rising costs of private vehicle ownership and operating costs
 - a) CAA estimates put the annual cost of vehicle ownership at between \$7,900 and \$15,500 depending on the type of vehicle
 - i. This range includes **Electric vehicles (Hyundai Ionic)** at the low end of the range and **gas powered vehicles** (from compact to luxury) in the middle to upper end of the range;
 - ii. This estimate includes monthly payments (7 year term), fuel, insurance, maintenance, license and registration and assumes about 20,000 km annual distance travelled.

9

Trends affecting vehicular parking in the GTA:

10

C. Cost / Price of Parking:

1. The cost of either constructing or purchasing parking within higher density land use development is steadily rising:
 - a) **Parking space pricing** is now in the range of \$60,000 to \$100,000+ per stall
 - b) **Leasing costs** for non-residential parking is also steadily rising (easily in the \$200 to \$250 per month range) and becoming more scarce
 - c) The **land (or depth of construction) required** to provide parking at parking rates that reflect **decades old standards** is presenting significant challenges when coupled with the densities that are being sought within urban and urbanizing areas in order to meet Provincial population and jobs targets.
2. Long term costs of parking once built – maintenance and property taxes for owners

5

10

Trends affecting vehicular parking in the GTA:

11

D. Mobility Substitutes:

Over the past 5 to 10 years, the number of mobility substitutes for the private vehicle has steadily grown in both number and popularity:

1. Mobility as a Service (MaaS) – Uber / Lyft / Taxi
2. Car Share Programs – Enterprise, ZipCar have become widespread economical resources
3. Bike Share service – Toronto Bike Share 625 stations in Toronto with 6,850 bikes
4. Micromobility – e.g., Neuron in Ottawa and Calgary
5. Transit and Cycling Investments in the GTA – massive investments that, by 2030+/-, will substantially improve the transit and cycling networks and their interconnectedness across the GTA

11

Trends affecting vehicular parking in the GTA:

12

E. Environmental Impacts:

- Several **municipal parking reviews** ongoing have begun to **highlight the significant impacts that commuting and generally travelling by automobile** are having on the environment.
- There is a **strong push to reduce the use of the private automobile** to satisfy many of the trips that are generated on a daily basis that could otherwise be accomplished by more eco friendly modes of travel. Trips within 5 km are prime candidates for cycling and trips within 2 km's are prime candidates for active transportation.
- Given the **fundamental relationship between land use and mobility**, Environmental measures are becoming a key rationale for the review of parking rates in order to address the modal choices made by residents, employees, customers, and visitors within an urban and urbanizing areas of the GTA.

12

Trends affecting vehicular parking in the GTA:

13

F. Changing Mobility Patterns / Practices:

- One of the most significant, and recent, impacts on mobility patterns has been **COVID-19**.
- The **past 2 years** have laid bear the “**essential**” travelling required to satisfy work trips, school trips, and discretionary trips on a daily basis.
- It is said that **if something is repeated for 30 days straight it becomes a “habit”**.
- If so, then the **travel choices and patterns** that have evolved over the last 2 years **will take some time to “return” to their pre-COVID-19 conditions**.
- **Work from home** has become a patterns that has substantially affected the parking demands at numerous land uses within urban areas. It has also highlighted just how much alternative transportation choices “could” satisfy everyday trip making.

13

Example Parking Requirements Changes

14

– Apartment Resident Parking

Post-2021		Generalized Areas / Zones			
Use	City/Town		Nodes/Higher Order Transit Accessibility		Rest of City/Town
			Downtown/City Centre	Transit Accessible	
Apartment - Resident	City of Toronto 569-2013	min. max.	no min. 0.3 to 1.0 per unit		0.7 to 1.1 per unit 0.8 to 1.2 per unit
	City of Mississauga (note 1) 0225-2007	min. max.	0.7 to 0.8 per unit no max.	Rental 0.8 /unit; Condo 0.9/unit no max.	Rental 0.8 /unit; Condo 1.0/unit Rental 0.8 /unit; Condo 1.1/unit
	Town of Oakville S.of Dundas & N.of 407 2014-014	min. max.	0.80 to 1.05 per unit no max.	0.75 to 1.25 per unit no max.	
	North Oakville 2009-189	min. max.	no min. 1.25 per unit		
	City of Vaughan	min. max.	0.4 per unit 1.5 per unit	0.8 per unit 2.0 per unit	1.0 per unit no max.
	Markham (Note 1)	min. max.	1.0per unit	1.25 per unit no max.	
	Hamilton	min. max.	0 to 0.7 per unit 1.25 per unit	0.3 to 1.0 per unit 1.25 per unit	

Note 1 - Reflects recent on-going parking rate reviews by the municipality - not yet adopted by the respective Councils

14

Example Parking Requirements Changes

- Apartment Visitor Parking

Post-2021		Generalized Areas / Zones (Note 1)			
Use	City/Town	Downtown/City Centre	Nodes/Higher Order Transit Accessibility	Transit Accessible	Rest of City/Town
Apartment - Visitor	City of Toronto 569-2013	min. max.	2 plus 0.01 per unit 1.0 per unit for first 5 units and 0.1 per unit for sixth or more units		2 plus 0.05 per unit
	City of Mississauga (note 2) 0225-2007	min. max.	0.15 per unit	0.15 per unit	Condo - 0.20 per unit; Rental 0.15 per unit no max.
	Town of Oakville S.of Dundas & N.of 407 2014-014	min. max.	0.20 per unit		0.25 per unit no max.
	North Oakville 2009-189	min. max.		0.2 per unit	no max.
	City of Vaughan	min. max.	0.15 per unit no max.		0.20 per unit no max.
	Markham (Note 2)	min. max.	0.20 per unit		0.25 per unit no max.
Hamilton	min. max.			no requirement no max.	

Note 1: Visitor parking is generally subject to a Shared Parking calculation with non-residential uses within the same development.
 Note 2: Reflects recent on-going parking rate reviews by the municipality - not yet adopted by the respective Councils

Example Parking Requirements Changes

- Office (Employment) Parking

Post-2021		Generalized Areas / Zones (Note 2)				
Use	City/Town	Downtown/City Centre	Nodes/Higher Order Transit Accessibility	Transit Accessible	Rest of City/Town	
Office - General	City of Toronto 569-2013	min. max.	non min.		0.8 per 100 sq.m., 1.0 per 100 sq.m., 3.5 per 100 sq.m.	
	City of Mississauga (note 3) 0225-2007	min. max.	2.0 per 100 sq.m. (note 1)	2.5 per 100 sq.m.	2.8 per 100 sq.m., 3.0 per 100 sq.m. no max.	
	Town of Oakville S.of Dundas & N.of 407 2014-014	min. max.	0 to 4.16 per 100 sq.m. NFA		2.86 per 100 sq.m. NFA no max.	
	North Oakville 2009-189	min. max.		2.7 per 100 sq.m. GLA	3.3 to 5.0 per 100 sq.m. GLA	
	City of Vaughan	min. max.	0.5 per 100 sq.m., 2.5 per 100 sq.m.	1.4 per 100 sq.m., 3 per 100 sq.m.	1.8 per 100 sq.m., 3 per 100 sq.m.	3 per 100 sq.m., no max.
	Markham (Note 3)	min. max.	2.70 per 100 sq.m., 2.97 per 100 sq.m.		2.85 per 100 sq.m. no max.	
Hamilton	min. max.	2 per 100 sq.m. no max.		3.3 per 100 sq.m. (in excess of 450 sq.m.) no max.		

Note 1: In City Centre area - the greater of the Res. Use or Sum of Non-Res use parking is provided in lieu of a more traditional Sharing formula.
 Note 2: Generally speaking a Shared Parking Calculation is adopted for mixed-use developments to reflect temporal patterns for non-Res uses. Resulting in reduced overall non-res. Parking requirements versus single-use parking requirements.
 Note 3: Reflects recent on-going parking rate reviews by the municipality - not yet adopted by the respective Councils

Example Parking Requirements Changes

- Retail Parking

Use	City/Town		Generalized Areas / Zones (Note 2)				
			Downtown/City Centre	Nodes/Higher Order Transit Accessibility	Transit Accessible	Rest of City/Town	
			min.				
Retail uses	City of Toronto 569-2013	min.			no min.		
		max.	3.50 per 100 sq.m.		4.0 per 10 sq.m.	6.0 per 100 sq.m.	
	City of Mississauga (note 3) 0225-2007	min.	3.0 to 3.8 per 100 sq.m. (note 1)	3.0 to 3.8 per 100 sq.m.	4.5 per 100 sq.m.	5.4 per 100 sq.m.	
		max.			no max.		
	Town of Oakville	S. of Dundas & N. of 407 2014-014	min.	0 to 4.16 per 100 sq.m. NFA		2.86 per 100 sq.m. NFA	
			max.			no max.	
		North Oakville 2009-189	min.		3.3 per 100 sq.m. GLA		
			max.		5.0 per 100 sq.m. GLA		
	City of Vaughan		min.	0.7 to 0.9 per 100 sq.m.	2.0 per 100 sq.m.	2.7 per 100 sq.m.	3.5 to 4.5 per 100 sq.m.
			max.	4.0 per 100 sq.m.	4.5 per 100 sq.m.	4.5 per 100 sq.m.	no max.
	Markham (Note 3)		min.	2.7 per 100 sq.m.		3.3 to 5.4 per 100 sq.m.	
			max.	2.97 per 100 sq.m.		no max.	
Hamilton		min.	no min.		Step function - 5.88 per 100 (<4000 sq.m.) and 2 per 100 (>4000 sq.m.)		
		max.	no max.		no max.		

Note 1 - in City Centre area - the greater of the Res. Via or Sum of Non-Res use parking is provided in lieu of a more traditional Sharing Formula.
 Note 2 - Generally speaking a Shared Parking Calculation is adopted for mixed-use developments to reflect temporal patterns for non-Res uses. Resulting in reduced overall non-res. Parking requirements versus single-use parking requirements.
 Note 3 - Reflects recent on-going parking rate reviews by the municipality - not yet adopted by the respective Councils.

Questions and Discussion!

Thanks!

LANDPRO 2022

**PRESENTATION:
UNLOCKING UNUSABLE SITES:
WHAT YOU NEED TO KNOW TO
DEVELOP NEAR RAILWAYS**

03:45 P.M. - 04:15 P.M.

Jonathan Hendricks
Principal
Entuitive

09

SPEAKER



JONATHAN HENDRICKS

Principal
Entuitive

Presentation:

Unlocking Unusable Sites: What You Need to Know to Develop Near Railways

Jonathan Hendricks is a Principal at Entuitive with 30 years of industry experience leading building projects across a range of sectors and locations. He is well-known for his structural engineering expertise in complex and technically challenging projects and the incorporation of rail safety requirements into development sites adjacent to, or over transit corridors. As the lead of the Rail Safety team at Entuitive, Jonathan assists and advises developers with gaining approvals for transit-oriented developments and with risk-mitigation solutions for railway proximity. He is one of three peer reviewers for the City of Toronto, completing independent peer reviews of development applications adjacent to railways. Jonathan's portfolio includes numerous projects constructed near active rail lines across Toronto, including various sites for CreateTO/Housing Now, The Distillery, and Mimico Station. With many transit-oriented projects underway, Jonathan's TOD experience spans Canada and the UK.

Unlocking Unusable Sites

WHAT YOU NEED TO
KNOW TO DEVELOP
NEAR RAILWAYS

MARCH 2, 2022



Table of Contents

1. Entuitive at a Glance
 - Our Services & Sectors
 - Project Highlights
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 - The Local Context
 - The Process for Approvals
 - Risks to be Mitigated
 - Safety Barriers
 - Setbacks
 - Impact on Occupancies
3. Questions



We Are Entuitive



We exist to realize our potential for the fulfillment of our people, our clients, and the communities where our work comes to life.

We strive to build a better world by being creative, collaborative, and advanced.

ENTUITIVE

Our Services

We are a group of purpose-driven engineers, designers, technologists, and city-building experts who deliver uncompromising performance through a comprehensive range of services for the built environment.

For an A to Z list of our 140+ services, [click here](#).



BRIDGE
ENGINEERING



BUILDING
ENVELOPE



CONSTRUCTION
ENGINEERING



EXPERT ADVISORY
SERVICES



FIRE
ENGINEERING



RESTORATION
SERVICES



SPECIAL PROJECTS
& RENOVATIONS

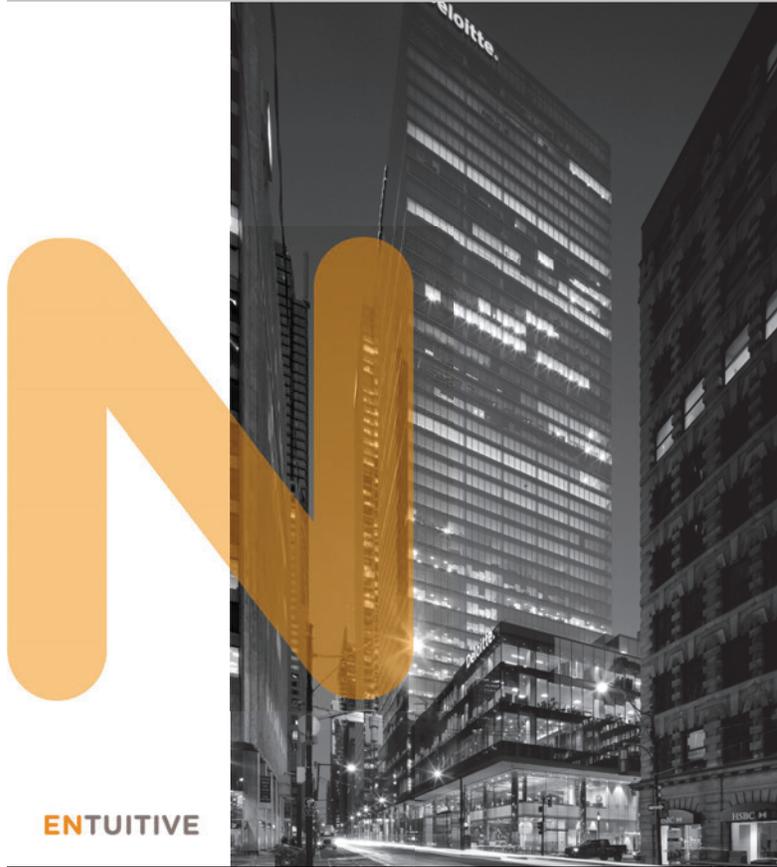


STRUCTURAL
ENGINEERING



SUSTAINABLE
PERFORMANCE

ENTUITIVE



Our Sectors

- ✓ Commercial
- ✓ Cultural
- ✓ Healthcare
- ✓ Hospitality
- ✓ Institutional
- ✓ Labs, Mission Critical Facilities & Data Centres
- ✓ Mixed-Use
- ✓ Retail
- ✓ Residential
- ✓ Sports & Recreation
- ✓ Transportation

Project Highlights

100+
COMMERCIAL
PROJECTS



Project Highlights

150+
RESIDENTIAL
PROJECTS

ENTUITIVE



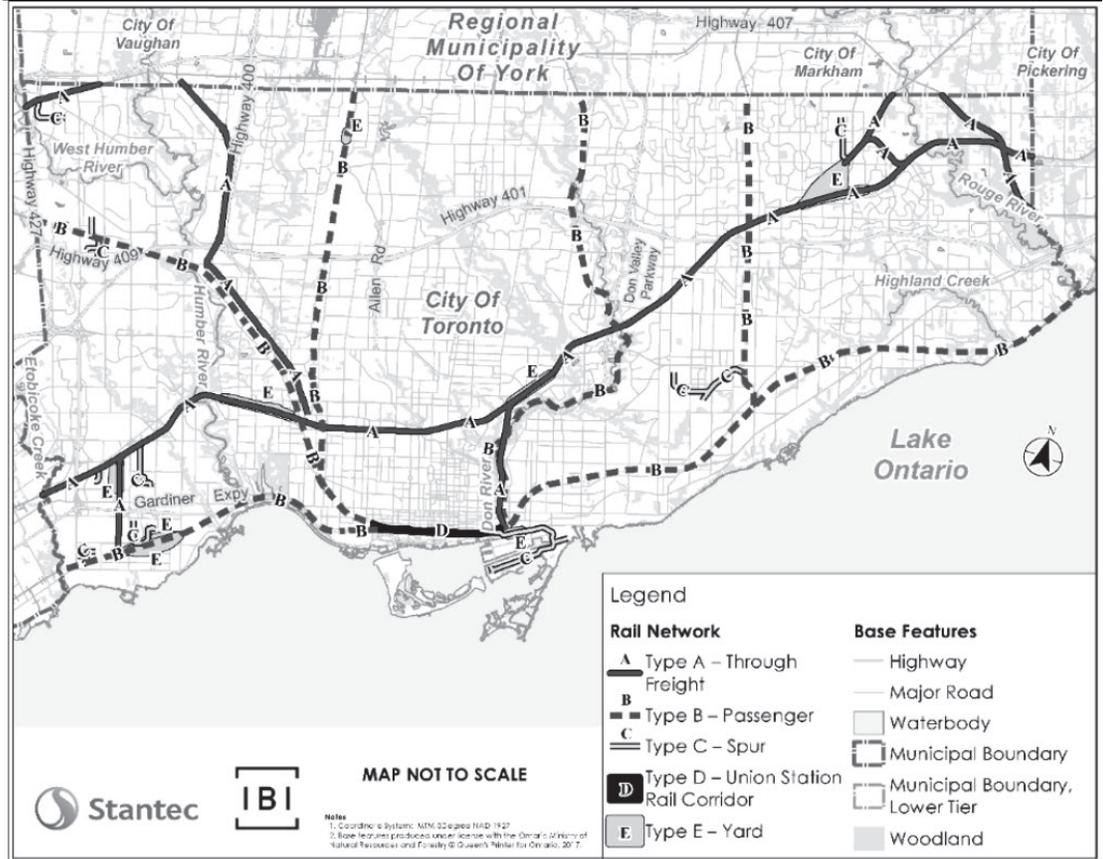
Project Highlights

Rail
FOCUSED
PROJECTS

ENTUITIVE



Rail Safety



Rail Safety

RAIL ADJACENT DEVELOPMENTS & THE CITY OF TORONTO

PH19.2
REPORT FOR ACTION

Development in Proximity to Rail: Draft Official Plan Amendment and Proposed Zoning Amendment Approach

Date: November 24, 2020
To: Planning and Housing Committee
From: Chief Planner and Executive Director
Wanted: All

SUMMARY

This report proposes a draft official plan amendment to the City of Toronto to establish a city-wide or high-visibility rail safety and risk mitigation approach within the City of Toronto, which are regulated by federal, provincial, and municipal laws and regulations.

Tracking Status

This item was considered by the Planning and Housing Committee on February 15, 2022 and passed without amendment. It will be considered by City Council on March 1, 2022.

PH19.1 ACTION: Adopted

Development in Proximity Final Report

Public: Neely Glavin
Author: Planning Act, RFP 1914

AMENDMENT NO. 536 TO THE OFFICIAL PLAN OF THE CITY OF TORONTO

Section 3. BUILDING A SUCCESSFUL CITY, is amended by adding a new section 3.6. Rail Infrastructure and Public Safety as follows:

3.6 Rail Facilities and Public Safety (unshaded text)

Transportation of people and goods by rail continues to be an important component of the transportation network that supports Toronto's economic health. It is the City's responsibility to balance the interests of protecting public health, transportation corridors, and the viability of transportation corridors, while supporting intermodalization.

When new development proposals to introduce new or intensified land uses in proximity to rail facilities, risk is introduced to both the users of the development and the rail facilities. For the purpose of this Plan, rail facilities are rail corridors, rail sidings, train stations, inter-modal facilities, rail yards and associated uses, including designated lands for future rail facilities.

Because development sites near rail facilities can vary in size, orientation to rail facilities and/or proposed land uses, proponents shall design solutions tailored to the applicable unique local context, which may include the appropriate separation of uses from rail facilities and the provision and construction of risk mitigation design solutions on site such as crash walls or structures.

Committee Recommendations

The Planning and Housing Committee recommends the following:

1. City Council amend the Official Plan to establish a city-wide or high-visibility rail safety and risk mitigation approach within the City of Toronto, which are regulated by federal, provincial, and municipal laws and regulations.
2. City Council authorize the City to proceed with the implementation of the Development in Proximity to Rail Report.

Origin
(January 27, 2022) Report from the Planning and Housing Committee

Summary
This report proposes a draft official plan amendment to the City of Toronto to establish a city-wide or high-visibility rail safety and risk mitigation approach within the City of Toronto, which are regulated by federal, provincial, and municipal laws and regulations.

Policies

1. A complete application to introduce, develop or intensify land uses within the area of influence of rail, will be required to submit a Rail Safety and Risk Mitigation Report, following Terms of Reference specified by the City, which will be subject to a third party peer review retained on behalf of the City at the applicant's expense.
2. If the Rail Safety and Risk Mitigation Report is accepted by the City and reviewed by the applicable rail operator, and the proposal is approved:
 - (a) construction, ongoing maintenance, and replacement, as deemed necessary, of the alternative mitigation measure will be secured through an agreement between the City and the landowner;
 - (b) warning clauses in all relevant documents should be registered on title to provide notice for future purchasers; and
 - (c) the landowner will enter into an agreement with the City to be registered on title, whereby the landowner and the qualified professional engineer whose stamp appears on the drawings for the alternative rail safety mitigation measures assume responsibility for, and indemnify the City from, damages to persons and property resulting from a derailment on the rail corridor.
3. Schedule 3, Application Requirements is amended by adding the following additional requirement of the Official Plan:

ADDITIONAL REQUIREMENTS of the OFFICIAL PLAN	Official Plan	Zoning By-law	Plan of Subdivision	Plan of Condominium	Consent to Sever	Site Plan Control Approval
Rail Safety and Risk Mitigation Report: for all properties abutting rail facilities, a Rail Safety and Risk Mitigation Report (RSRM) and peer review is required. The RSRM Report will be evaluated against the criteria established in the Rail Association of Canada/Federation of Canadian Municipalities Guidelines for New Development in Proximity to Railway Operations, and as set out in Section 3.6 of this Plan.	●	●	●			●

Rail Safety

RAIL ADJACENT DEVELOPMENTS & THE CITY OF TORONTO

DEVELOPMENT



ARCHITECTURAL SET



RAIL SAFETY AND RISK MITIGATION REPORT

CITY OF TORONTO & PEER REVIEW ENGINEER

RAIL AUTHORITY & PEER REVIEW ENGINEER

APPROVAL

ENTUITIVE

Rail Safety

FCM GUIDELINES: RISKS

Safety Risks

- ✓ Derailment
 - ✓ Freight Train Glancing Blow
 - ✓ Freight Train Direct Impact
 - ✓ Passenger Train Glancing Blow
 - ✓ Passenger Train Direct Impact

Other Risks

- ✓ Debris
- ✓ Smoke
- ✓ Fire
- ✓ Trespassing
- ✓ Comfort: Airborne Vibration (Acoustic)
- ✓ Comfort: Ground borne Vibration
- ✓ Groundwater

ENTUITIVE

Rail Safety

RAIL ADJACENT DEVELOPMENTS & THE CITY OF TORONTO

“

My building is 30m back from the tracks, so I'm good, right?

”

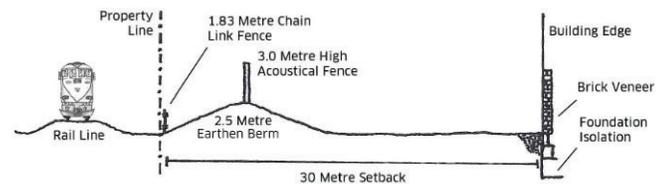
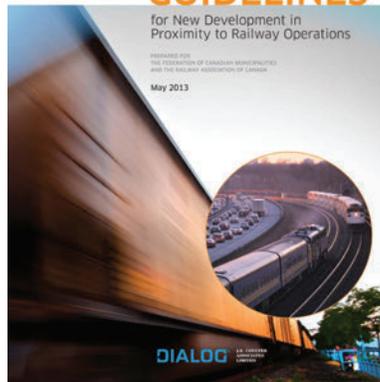
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Rail Safety

FCM GUIDELINES: STANDARD OF RISK MITIGATION

There are two requirements of rail safety:

- ✔ Setback
- ✔ Safety Barrier



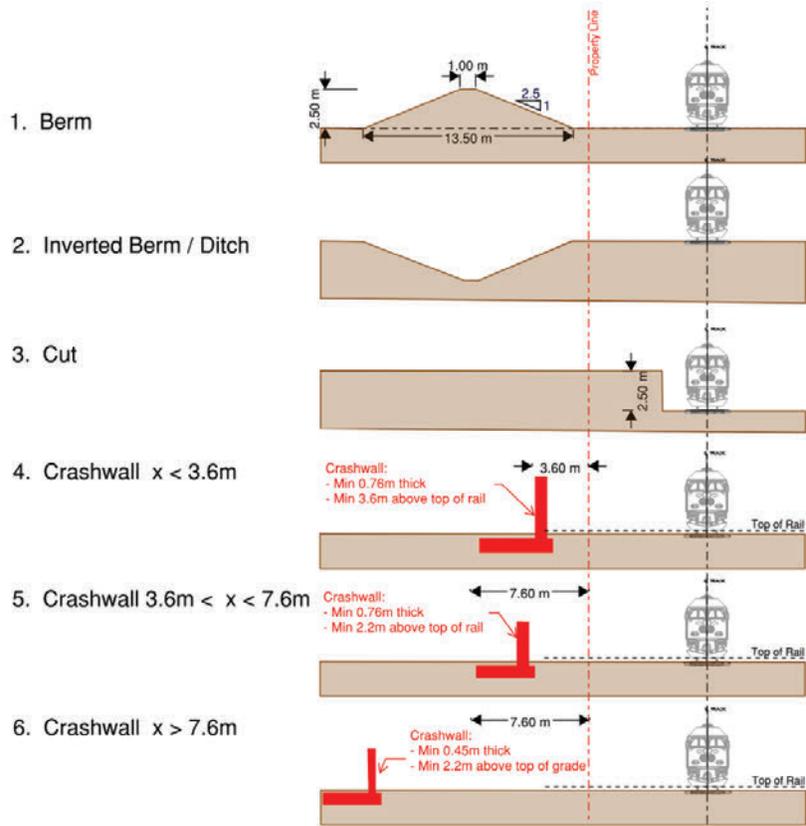
3.3.1 Guidelines

- The standard recommended building setbacks for new residential development in proximity to railway operations are as follows:
 - » Freight Rail Yard: 300 metres
 - » Principle Main Line: 30 metres
 - » Secondary Main Line: 30 metres
 - » Principle Branch Line: 15 metres
 - » Secondary Branch Line: 15 metres
 - » Spur Line: 15 metres

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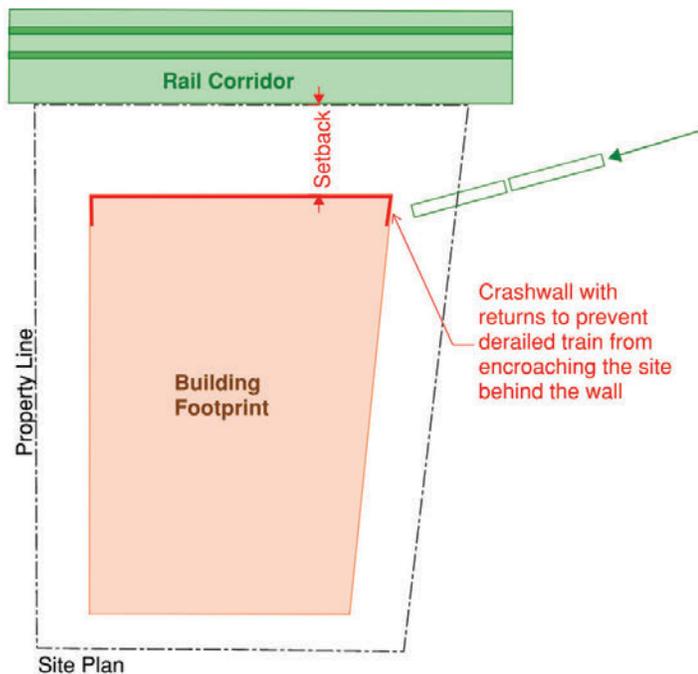
Rail Safety

FCM GUIDELINES:
SAFETY BARRIERS



Rail Safety

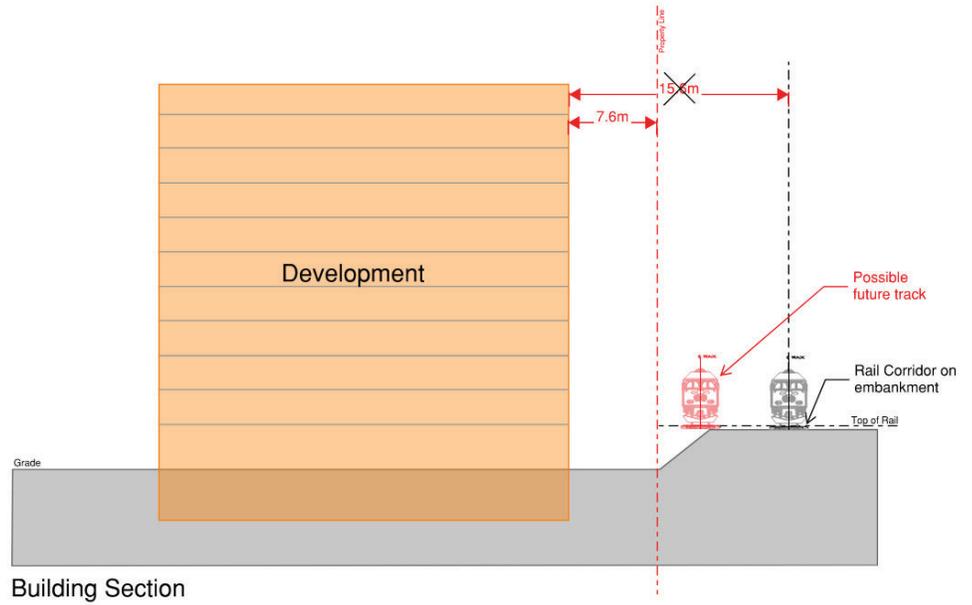
FCM GUIDELINES:
SAFETY BARRIERS -
RETURNS



Rail Safety

FCM GUIDELINES: SETBACKS

Setbacks are generally measured from the property line.

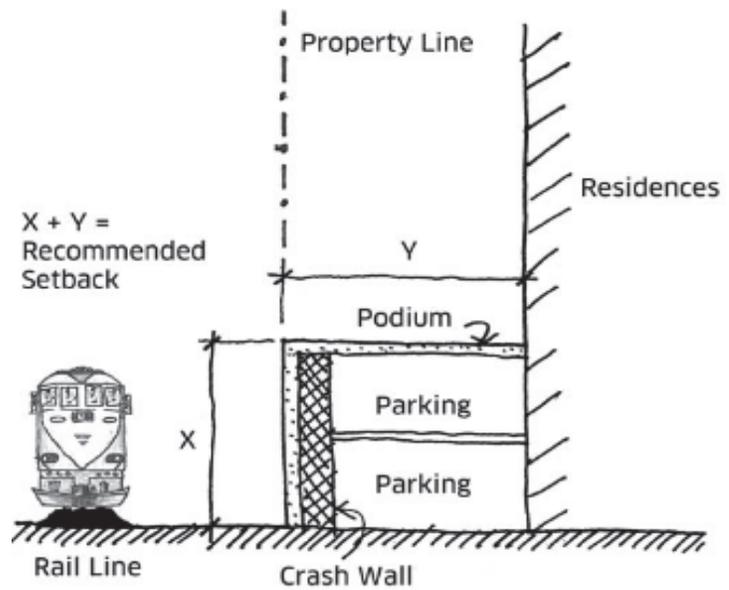


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Rail Safety

FCM GUIDELINES: SETBACKS

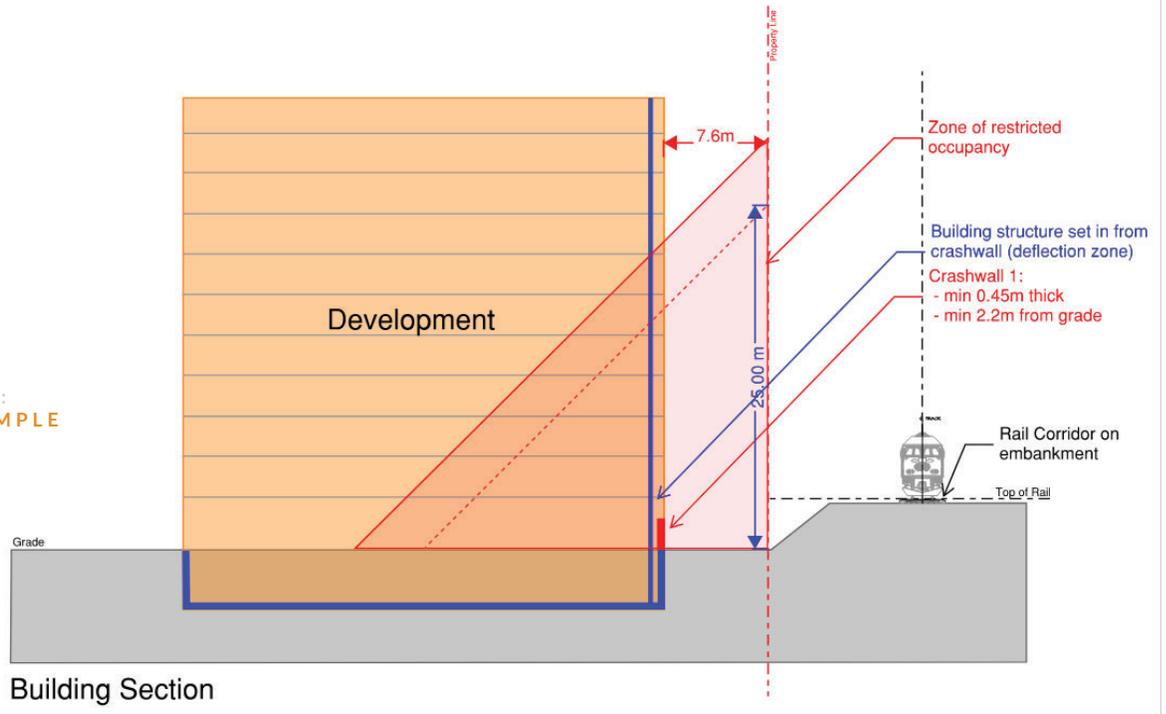
With a crash wall, we can measure setbacks both horizontally and vertically.



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Rail Safety

FCM GUIDELINES:
SETBACKS - EXAMPLE



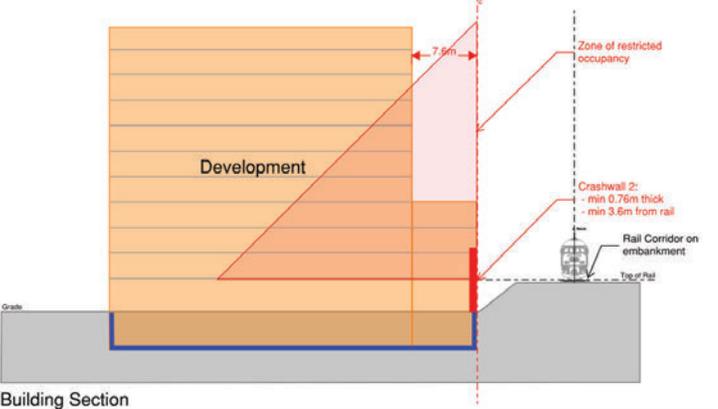
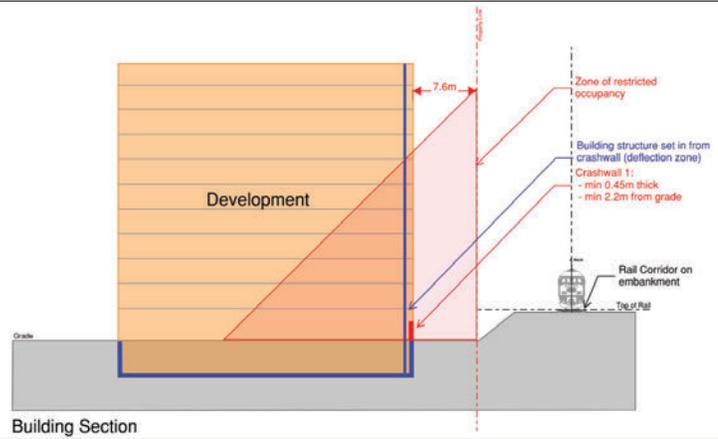
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Rail Safety

FCM GUIDELINES:
SETBACKS - EXAMPLE

Effect of Podium:

- ✓ Crash wall significantly higher (taller and now measured from top of rail)
- ✓ Restricted occupancy measured from top of rail and pushes further into the development



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Rail Safety

FCM GUIDELINES:
OCCUPANCIES

OCCUPANCY IN SETBACK ZONE



Sensitive Uses:

- ✓ Residential Units
- ✓ Daycares
- ✓ Schools
- ✓ *Office*

Non-Sensitive Uses:

- ✓ Parking
- ✓ Lobby
- ✓ Back of House
- ✓ Schools
- ✓ Amenity
- ✓ *Retail*

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Rail Safety

WHAT INFORMATION
IS REQUIRED?

Rail Safety Report

- ✓ Survey of site including line and level of tracks
- ✓ Architectural massing drawings
- ✓ Site plan showing proposed development and the tracks
- ✓ Building sections including relationship to the tracks

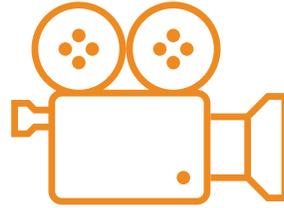
Other Documents

- ✓ Architectural Set
- ✓ Vibration Study (if required)
- ✓ Acoustic Study (if required)
- ✓ Groundwater Management Plan

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Rail Safety

[CLICK TO PLAY VIDEO](#)

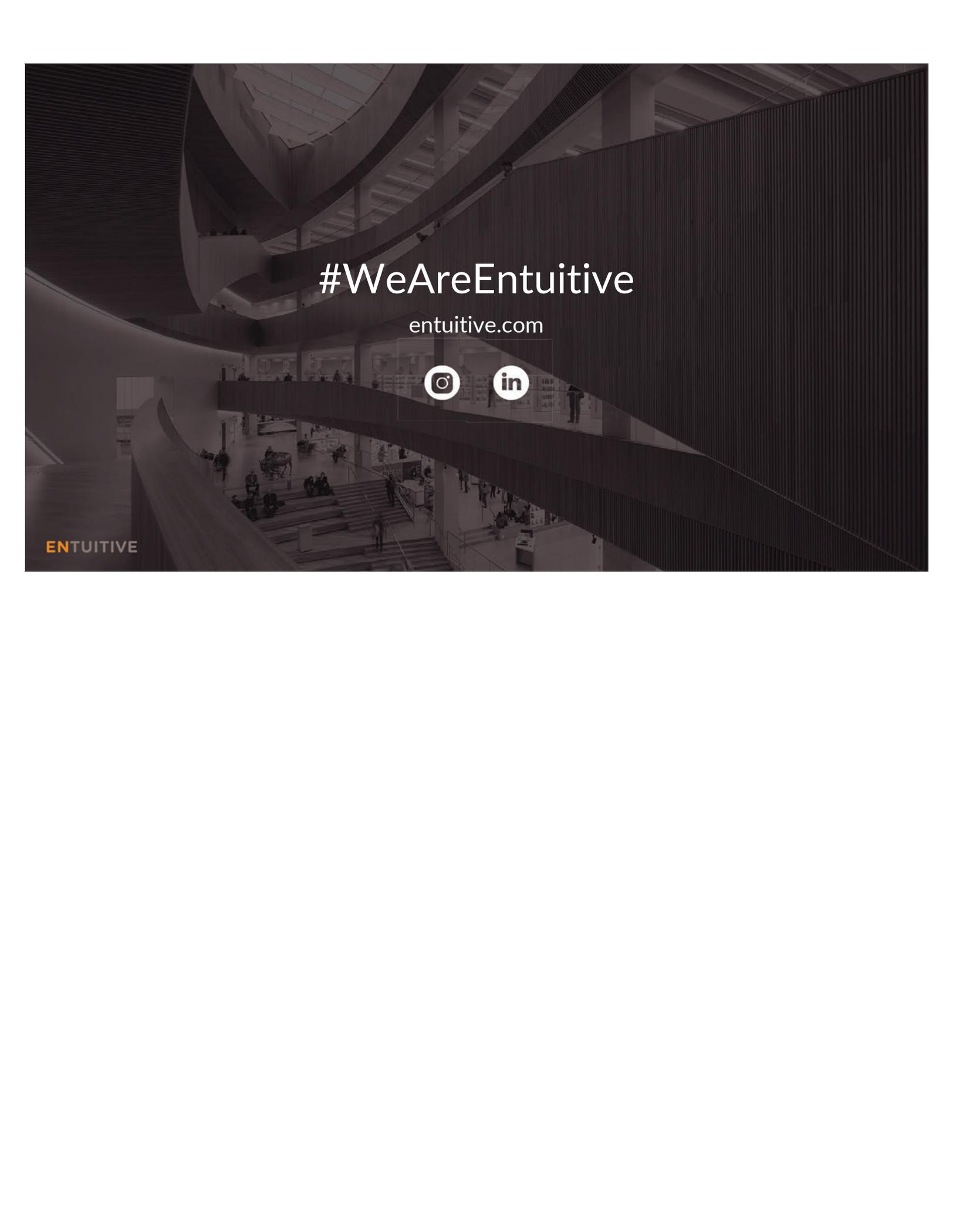


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Questions?



#WeAreEntuitive

entuitive.com



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LANDPRO 2022

PRESENTATION:
**THE EVOLUTION OF HERITAGE
PROTECTION IN ONTARIO**

04:15 P.M. - 04:45 P.M.

Andrew Pruss
Principal
ERA Architects

10

SPEAKER



ANDREW PRUSS

Principal

ERA Architects

Presentation:

The Evolution of Heritage Protection in Ontario

Andrew Pruss is a Principal at ERA. He is a graduate of the University of Waterloo, with a Bachelor of Environmental Studies and a Bachelor of Architecture. A winner of numerous awards for architecture, Andrew has led a wide range of residential, institutional, and commercial projects, including the adaptive reuse of Toronto's Distillery District. He is a member of the Association for Preservation Technology International (APT).



EVOLUTION OF HERITAGE IN ONTARIO

Andrew Pruss
Principal
ERA Architects

ERA



The Grange as seen between 1900 and 1940, the Grange was adopted by Council on June 20, 1973 (City of Toronto Archives, 1900-1940).

ERA

LANDPRO 2022
MARCH 2, 2022



The Grange as seen in 2017 (Grange Park).

CULTURAL HERITAGE VALUE

Evaluation under Ontario
Regulation 9/06:

- Design value
- Historical value
- Contextual value

Statement of Value:

- Attributes



Sharon Temple in Sharon, Ontario (ERA).

ASSESS LEVELS OF IMPACT

Impact as understood relative to heritage attributes:

- Low impact on attributes
- Medium impact on attributes
- High impact on attributes



Example of an attribute (fluted columns) at Massey Tower (ERA).

EXAMPLES OF LOW IMPACT DEVELOPMENT



The old Don Jail conservation and adaptive re-use completed in 2013 (ERA).



Massey Tower (Image courtesy of Sean Galbraith).



The Broadview Hotel (image courtesy of Marcus Mitanus).



The south elevation of 1 Spadina Cres (ERA).

ONE SPADINA CRESCENT



Archival image of 1 Spadina Cres (City of Toronto Archives).

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ONE SPADINA CRESCENT



Plan of 1 Spadina Cres (Canadian Architect).



University of Toronto, John H. Daniels Faculty of Architecture, Landscape, and Design (image courtesy of John Horner).

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ONE SPADINA CRESCENT

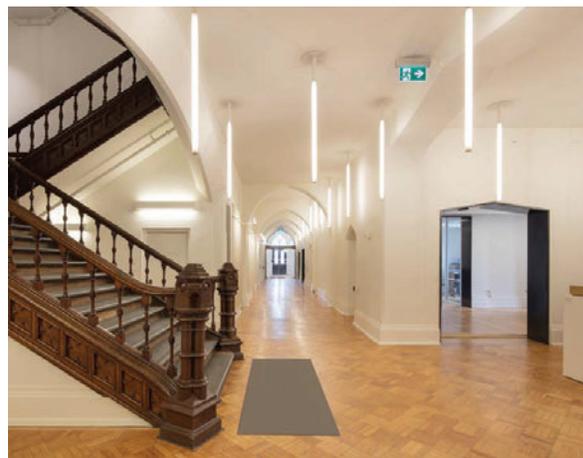


University of Toronto, John H. Daniels Faculty of Architecture, Landscape, and Design (image courtesy of John Horner).

ONE SPADINA CRESCENT



A classroom in 1 Spadina Cres (image courtesy of John Horner)



The central staircase (image courtesy of John Horner)

EXAMPLES OF MEDIUM IMPACT DEVELOPMENT



Centennial Downsview (MJMA).



The Selby, as seen from Sherbourne Street (ERA).



Rendering of 60 Mill Street (IBI).



The Waterworks at 505 Richmond Street (image courtesy of William Conway).

WATERWORKS



The Waterworks at 505 Richmond Street as seen in the 1950s (City of Toronto Archives, 195-).

WATERWORKS

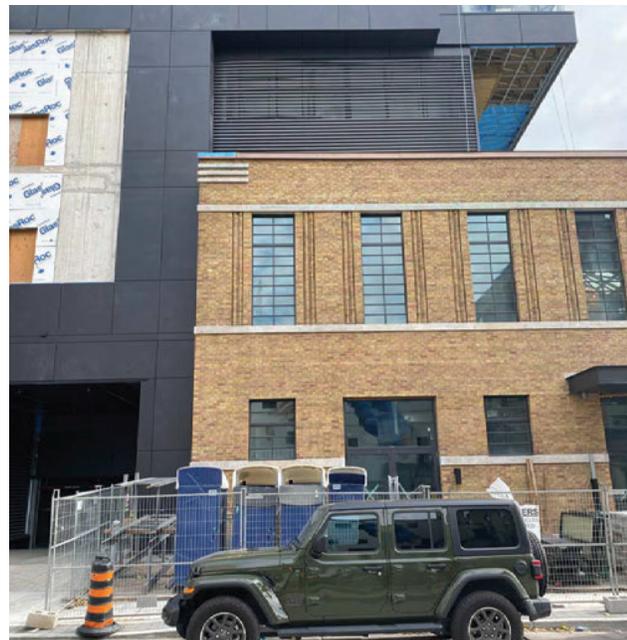


Watercolour depiction of the Waterworks redevelopment (DSAI).

WATERWORKS



View of the Waterworks from Richmond Street looking east (ERA).



View of the Waterworks as seen from Maud Street looking east (ERA).

WATERWORKS



The Food Hall at Waterworks (ERA).



Watercolour depiction of the Food Hall at Waterworks (DSAI).

EXAMPLES OF HIGH IMPACT DEVELOPMENT



Howard Street relocation (ERA).



St Matthew's Lawn Bowling Club (ERA).



Rendering of Commerce Court (QuadReal).



Rendering of the Bay Adelaide Centre (KPMB).

BAY ADELAIDE CENTRE



The Bay Adelaide Centre as seen in 2007 (ERA).

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BAY ADELAIDE CENTRE



The Bay Adelaide Centre facade panelization (ERA).

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BAY ADELAIDE CENTRE



The Bay Adelaide Centre (image courtesy of Tom Arban).

BAY ADELAIDE CENTRE



The Bay Adelaide Centre (image courtesy of Tom Arban).