



SUMMER 2021

CONDO connection

Quarterly Newsletter for a Positive, Strong, and Informed
Nova Scotia Condominium Community

Top Considerations for Deciding between Special Assessment, Loan, or Deferring a Major Project

Canadian
Condominium
Institute

CCI
Institut
canadien des
condominiums

Nova Scotia Chapter



Why Educate?

How Do We Change
the By-Laws?

Pets in Condos:
Dogged if You do,
Dogged if You Don't



Advertise In The CCI-Nova Scotia Quarterly Newsletter

CONDO Connection

Are you a business or professional stakeholder in the Nova Scotia Condominium industry? Do you have a particular product or service that will interest condo owners, condo boards, or property managers? Advertise in Condo Connection to reach Nova Scotia's condominium community—**18,000** strong and growing!

For more information e-mail info@ccinovascotia.ca or call 902-222-4002.

Here's what you need to know

Rates for CCI members: (see illustrations)

	Per Issue	Per Year	Business-card size	1/4 page size	1/2 page size	Full page size
• Business-card sized ad:	\$75	\$300	3.5" wide x 2" high	3.5" wide x 4" high	3.5" wide x 8" high	7" wide x 8" high
• Quarter-page sized ad:	\$130	\$520				
• Half-page sized ad:	\$260	\$1,040				
• Full-page sized ad:	\$500	\$2,000				
- Inside Back:	\$500	\$2,000				
- Inside Front:	N/A	N/A				
- Outside Back:	N/A	N/A				
- Double page:	N/A	N/A				
(Rates for non-CCI members are double)						

Publication Dates:

October; January; April; June

Formats:

Ad copy can be submitted in PDF formats.

Distribution:

Newsletter email blast to membership and posted as full-colour PDF at www.ccinovascotia.ca

Summer 2021



CANADIAN CONDOMINIUM INSTITUTE
CCI NOVA SCOTIA



#3 - 644 Portland Street, Suite 135
Dartmouth, NS, B2W 2M3

 **Telephone:** 902-222-4002

 **E-mail:** ccins.board@gmail.com

 **Website:** www.ccinovascotia.ca

Newsletter Administration:

Email: info@ccinovascotia.ca

This publication attempts to provide the CCI Nova Scotia membership with information on condominium issues. Authors are responsible for their expressed opinions and for the authenticity of all presented facts in articles. The CCI Nova Scotia Chapter does not necessarily endorse or approve statements of fact or opinions made in this publication and assumes no responsibility for these statements.

This publication also notifies members of the Nova Scotia Chapter of events and services. The products and services advertised are not necessarily endorsed by the Eastern Ontario Chapter. Readers should conduct their own review of the products and services and seek legal and other professional advice on the particular issues which concern them.

Permission to reprint is hereby granted provided:

1) Notice is given by phone : (902) 222-4002 and/or in writing to the CCI Nova Scotia Chapter; and

2) Proper credit is given as follows: Reprinted from Condo Connection.

Copyright by CCI Nova Scotia Chapter of the Canadian Condominium Institute.

NEWSLETTER is published four times a year: Fall, Winter, Spring and Summer.

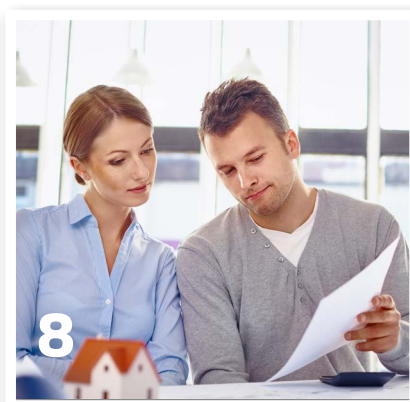
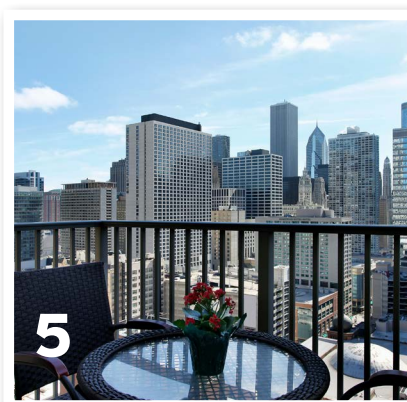
Ads in this newsletter are not an endorsement by CCI of any company or service.

TABLE OF CONTENTS

President's Message	4
---------------------	---

FEATURES

Top Considerations for Deciding Between Special Assessment, Loan, or Deferring a Major Project	5
Why Educate?	8
How Do We Change the By-Laws?	10
Pets in Condos: Dogged if You do, Dogged if You Don't	13



Condo Board Q & A: Voting	4
---------------------------	---

Energy-Saving Tips for Your Condo	14
-----------------------------------	----

Case Law Round Up	14
-------------------	----

Professional and Business Partners Directory (CCI-NS Chapter)	16
---	----

By: Devon Cassidy
President, CCI Nova Scotia

We are over a year into the pandemic and are starting to see the end in sight, even as we weather the third wave.

As a Condominium Board member, we have all gotten used to Zoom Board meetings, and have hopefully worked out any kinks in communicating with our condo community members at large. Some Condominium Boards have embraced AGMs in a variety of non-traditional ways, while others are almost two years into their Board Director 1 year term, as they wait to hold an in person AGM. At CCI-NS, we have seen our members rise to the challenges COVID -19 has posed and have embraced being forced into adopting technology in the running of their Condominium.

Our Professional members who work in Condominium have also adapted well to the changing needs of their clients. They have learned to master Zoom, and have come up with practical and creative ways to help their clients.

CCI-NS has embraced this shift to digital and has gone all-in on webinars. I am so impressed by our CCI-NS Board for increasing our education offerings in a time like this and for ensuring that all members see the value we bring. The move to webinars has also helped us reach out to our members outside of HRM.

For me, the main take away as we all embrace working in this more digital space, is the amount of time that can be saved. I have enjoyed being able to chair board meetings for clients, and participate in my own condo board meetings, in the comfort of my home, without losing any time to travel, and of course, while wearing sweat pants.

I hope you all enjoy the information in this newsletter, and continue to attend both the provincial and national virtual education offering that CCI is putting on. Visit our website for the most up to date information about all upcoming education offerings, ccinovascotia.ca. We are available to assist in any way we can, so please do not hesitate to reach out to us at info@ccinovascotia.ca.

Condo Board Q & A: Voting



CCI-NS receives questions from its members and provides answers by our board and industry experts. These are general answers meant to provide general responses. Where you have detailed questions specific to your situation, your condo corporation, or involving legal or financing matters, you should always seek professional advice.

Question:

Is the Chair of a condo board, or even a regular member of a condo board, allowed to give their proxy to another member if they are unable to attend a regular meeting that is not an AGM? There is nothing mentioned in our By-Laws or Declaration to cover the proxy other than at an AGM. Robert's Rules of Order states that unless it is written in the Declaration or a By-Law, there should be no use of proxy other than at the AGM. Is there a rule for Condo Boards and where is it stated?

Answer:

No Board member can give a proxy to anyone to attend a Board Meeting on their behalf. The Board member must be present. An owner can give anyone their proxy to attend on their behalf at any meeting of owners which includes the AGM and all other General Meetings. Any meeting of owners which is not an AGM is a General Meeting. Roberts Rules have no relevance to condominium meetings. The Act, Declaration and By-laws govern condominiums and condominium meetings.

Question:

We have a Board member whose condo fees are in arrears. The other Board members are at a loss as to what to do about her status on the Board. Our by-laws do not address this situation. Do you have any help or suggestions?

Answer:

A Board member is also a unit owner and has voting rights for the two separate and distinct roles. At the unit owner level, if in arrears they cannot vote as a unit owner. At the Board level, a member's authority comes from being elected by the other unit owners. Once elected to the Board they have full Board voting rights as a Board member at the Board level whether in arrears or not. It's a strange loophole, but as a result unit owners in arrears can be elected to the Board, even though they may not vote in the election!

TOP CONSIDERATIONS FOR DECIDING BETWEEN SPECIAL ASSESSMENT, LOAN, OR DEFERRING A MAJOR PROJECT



By Rob Mabe, CCI NS Board Director and VP, Business Development of CWB Maxium Financial

A condominium corporation with major repair or remediation needs and not enough Reserve Funds is faced with difficult decisions. Here are some of the important questions the Board should consider if faced with the tough choice between special assessment, loan or deferral:

1. What impact would a special assessment have on the condominium community?

Each owner will be impacted differently by a special assessment, particularly a large one. Some owners may have the money for the special assessment, either through savings or borrowing. For other owners, the impact of the special assessment may create financial hardship. In the worst case scenario, owners unable to pay the special assessment may be forced to sell their property for less than market value, and this can negatively impact the value of all condominium units. If a special assessment is spread over time, the Board needs to be mindful that the increased monthly payment might cause problems for homeowners renewing their mortgage during this period.

2. Should the existing owners pay the full cost of the major project while also paying for the future replacement?

With a special assessment the owners are paying the full cost, while also paying for the future replacement of the same component through the Reserve Fund contributions. A loan through the condominium corporation matches the cost with ownership, and whoever owns the unit is responsible for the loan repayment, while also benefiting from the work that has been done.

3. If we delay the repairs/project, how much should we expect the costs to increase on an annual basis, and how does that compare with the cost of borrowing?

Some Boards decide to delay or phase-in the work in order to accumulate enough money in the Reserve Fund. There are the costs associated with deferring work that need to be considered. As a general rule, construction costs in the HRM are expected to increase by 2% per year (based on the construction price index), but in reality the cost of doing the same work in the future can be much greater. In addition, some projects have very high mobilization and administrative costs that are incurred each time the project site is set-up or taken down. In today's low rate environment, the costs are likely increasing at a rate higher than you are earning on the money in your Reserve Fund. Other costs to consider include ongoing maintenance and repairs, the cost of further damage, and the potential lost savings (i.e. energy).

Sometimes it is actually cheaper to borrow to do the work now in as few phases as possible, rather than spread out the project (complete window replacements can be a good example).

4. How much would a loan option increase the monthly fees and how does this compare with other condos in our area?

Experienced lenders can help a board determine what your condominium fees would look like under various loan scenarios. The corporation may be in a situation where their condo fees are maintained at current levels or a level comparable to similar properties in the area.

This allows the condominium to leverage the loan and complete the necessary repairs without reducing the market value or attractiveness of the units due to high condo fees.

5. Will the contractor and/or manufacturer offer a discount to do all the work in one or two phases instead of staggered over a longer period of time?

In general, contractors want to get more business now, and they may be willing to discount their price to complete the job in a shorter time-frame. This can translate into material cost savings for the corporation.

6. What is the community's tolerance for construction?

Renovation or repair projects are disruptive to the community. Consolidating and combining projects can reduce the amount of time residents need to live through the "construction zone".

7. Are there other planned projects that could be grouped together at the same time to help keep condo fees as low as possible in a borrowing scenario?

A corporation should evaluate the impact to the future funding needs if necessary major projects are moved forward in time. The impact to the future condo fees may be surprising; a corporation that has completed their most expensive projects has much different reserve funding needs than a corporation with big projects on the horizon.

By asking the right questions and exploring all the available options, a board can make an informed decision, and choose a path that best fits the needs of the corporation and the owners as a whole.

8. Would the owners be supportive of a loan if they have the choice to pay the special assessment while other owners could participate in the loan?

Regardless of rationale, some owners may always just want to pay a special assessment. Specialized lenders that can guide the corporation through a process where some owners can choose to pay a special assessment, and other owners can access a loan through the corporation. The critical step in this process is appropriately communicating with the owners so they are well informed, and able to choose the option that is right for their particular situation.

By asking the right questions and exploring all the available options, a board can make an informed decision, and choose a path that best fits the needs of the corporation and the owners as a whole. ■

ENERGY-SAVING TIPS FOR YOUR CONDO



By Efficiency Nova Scotia

A little late-spring cleaning will help save you money throughout the year.

The bulk of your energy bills over the next few months will come from your hot water heating and cooling for your building. Further savings can be made by improving the performance of your fridge and taking advantage of free energy to dry your clothes. Here are some tips and tricks to help you get started:

Hot water heaters:

If you have a hot water heater in your home, it is likely to be a stand-alone electric unit. These systems are about 90% efficient, but can account for as much as 45% of your annual electricity use. The first step is to ensure the temperature on your hot water heater is set between 60-65°C (140-150°F). Lower temperatures can risk bacterial growth that could lead to Legionnaires Disease.

After setting the temperature, the next big savings come from wrapping the tank with an insulation jacket. Insulating your hot water heater can save over \$35/year by reducing the need to heat standing water. Additional savings of \$10/year can be achieved by installing pipe insulation around all of your hot water lines and insulating at least three feet of the cold water line coming from the tank.

Air conditioners/exterior heat pumps:

Air conditioners and exterior heat pump compressors may be damaged over winter months. Spring is a good time to make sure the unit is

running as it should, checking the fan blades for small dents and ensuring that there is no unusual noise coming from the system. If you do notice dents in the blades or something doesn't seem right with your system, call in a technician to repair your system. Maintenance and a quick tune-up early in the season can reduce your annual heating and cooling costs by up to 5%. To further reduce costs associated with cooling, keep blinds and heavy curtains closed during the daytime to stop direct sunlight from entering your living space.

Refrigerators:

Refrigerators must work harder in the summer months to keep food cold. Turn on a flashlight and place it in the fridge/freezer and close the door. If you can see light with the door closed, there are gaps for cold air to escape. Repair or replace the seal as necessary.

It is also beneficial to clean the dust off the evaporator coils that can be found below or behind the fridge. Combining these two simple tasks can reduce energy use by nearly 8%. If you're purchasing a new fridge, look for an ENERGY STAR model. To be ENERGY STAR, the fridge must perform at least 20% better than federal energy standards and can be up to 40% more efficient than non-ENERGY STAR appliances. For further savings, a slightly smaller fridge will cost less on your power bill and is typically less expensive than bigger models. ■



Here to support your legal needs

Our condominium law team represents over 400 existing condominium corporations in Nova Scotia and continues to grow their services throughout Atlantic Canada. With extensive experience in this area since 1982, our lawyers advise on all areas relevant to condominium boards and owners. Our team also has extensive experience with the development and registration of new condominium corporations.

From strategic advice to development solutions, our team is committed to your legal needs every step of the way.

Patrick I. Cassidy, QC
902.491.3022

Devon E. Cassidy
902.491.3029

The difference is a great relationship
coxandpalmerlaw.com

COX & PALMER

Your condominium. Our Expertise.

We manage condos as if they were our own.

RealEstate360.ca
902-464-7777 | admin@realestate360.ca | [in](#)

REAL ESTATE 360
PROPERTY ADVISORY

CONDOMINIUM PROPERTY MANAGEMENT | CONDOMINIUM UNIT RENTALS | VALUE ADDED SERVICES

WHY EDUCATE?



By Michael Kennedy, CCI NS Board Director and Education Chair

In 2007 I bought my condo unit. It was the first time I owned one and the first time I lived in one. I read all the required documents and thought I was prepared. I thought that since it was a requirement to sign as accepting the conditions as laid out in the ruling documents that everyone understood them and would abide by them. Boy, was I naïve.

changes in ownership and some major repairs including the discovery and repair of elusive water leaks. We have also had personality conflicts and different opinions in how our affairs should be conducted that have led to some serious challenges. It has been quite an experience and I have learned a lot. I imagine that many of you have had similar experiences.

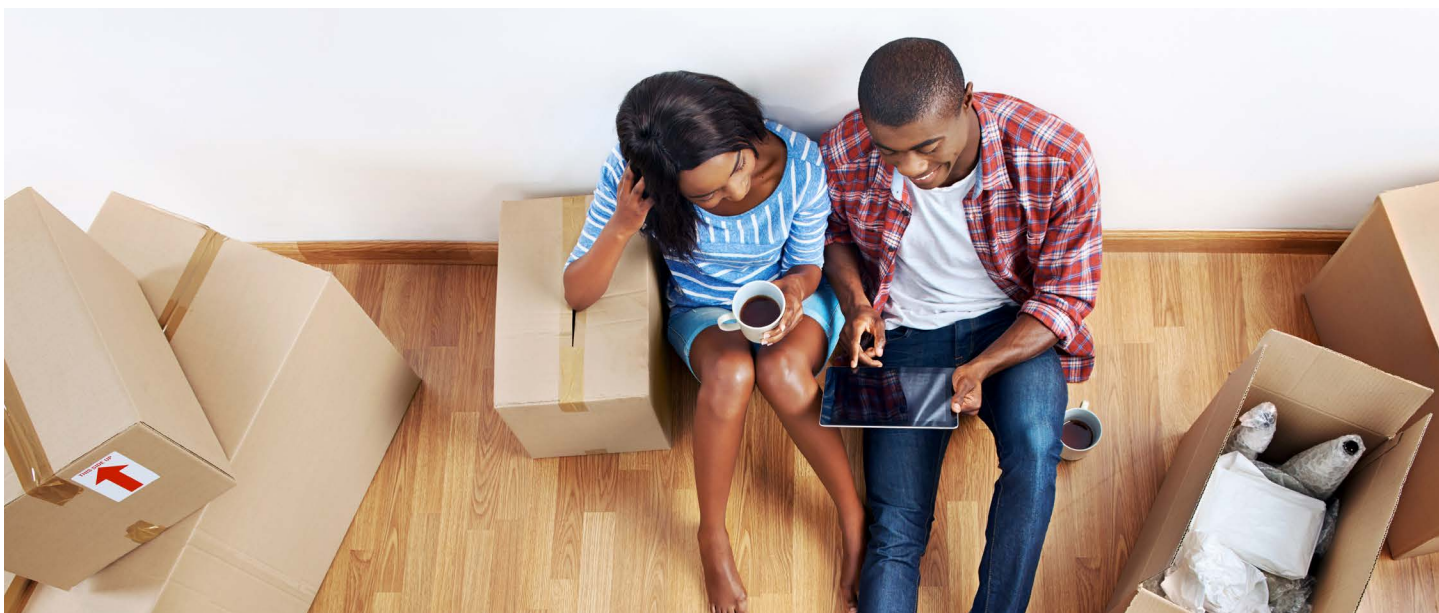
I wish that I had known more before I bought, but then again if I had known then what I know now I sometimes wonder whether I would have bought. However, here I am 14 years later in the same condo-

At that time, the developer was still managing the property and in control of the Board. When the opportunity came and control of the Board shifted to the owners I put my name forward. I was elected and except for a few years when I took a break I have been serving as my Board's president since. Our developer still owns several properties and therefore maintains a significant number of votes. We have had three different property managers, different auditors and engineers for our reserve fund studies, several superintendents, a mix of owners and renters living in the building, many

minium and relatively content. I am much more knowledgeable of condominium operations, have worked through a number of issues and feel confident in our future. That's not to say there won't continue to be issues with the building and with people. There will be, but with continuous learning efforts I know that we will prevail.

I ran for the Board of CCI-NS to specifically work on the education programme and hopefully help others going through similar circumstances that I have gone through and maybe prepare them better than I was for situations our members will face. It is not a question of if, but when. I believe strongly that the proper education can help anyone weather the trials and tribulations of condo life whether as a condo owner, a board director, a property manager, a real estate lawyer, a realtor, a building contractor, developers and anyone else involved in condominium operations.

Condominium corporations can be complex beasts especially given that you have more than one owner and often many owners. Owners who have different needs, desires, thoughts, beliefs, and temperaments that create various personalities. Unlike owning your own house where you have all the decision-making power, being in a condominium requires power sharing where majority rules. To assist in this power sharing the Province has developed legislation that confines corporations, especially Boards and Management companies, to operate within certain boundaries and rules. Despite this, people will often "interpret" these boundaries and rules differently from one another or may decide not to follow the rules for any number of reasons. The Province has created legislation to assist corporations in gaining compliance, but it



can still be a difficult road to take and may be costly, take a lot of time, and may create animosity, and in certain cases, a toxic living environment. Because of that potential, people are often loathe or hesitant to take action hoping that things will sort themselves out, convincing themselves that nothing would change anyway, and therefore not worth the effort or it will make things worse.

One way I hope to challenge that perception and assist others in managing their affairs is in creating a robust and useful education programme for CCI-NS. I had an ambitious programme set for 2019-2020 increasing the number of seminars but then in March 2020 the COVID-19 pandemic arrived and disruption ensued. That situation was not in the playbook, but it came nevertheless.

We had been delivering our programmes in person. We had a successful CM course in the Fall of 2019 conducted in the SMU Atrium building. Our seminars were held at the Future Inns Halifax, as it was convenient for those living in HRM. The pandemic caused us to cancel some of our seminars and shift our delivery to an online platform. Our Board Secretary had a license and some experience using Zoom and was instrumental in getting us back in the game including hosting a series of “coffee” Zoom meetings where anyone could join and discuss condo issues especially regarding the effects of the pandemic. These were a great hit.

Making the shift to online and inspired by the interest shown with the coffee Zoom conferences, I went for an even more ambitious plan this year including conducting both CM courses and increasing the number of seminars. We have had reasonable turnouts with increasing numbers of members. We have had excellent presentations that have helped our members. All in all, a success story.

A great benefit to using Zoom is that we can easily reach our members throughout the province and have reduced our costs to host the courses and seminars. As such, the Board decided to include the educational programme at no cost, contrary to what we had before, as a benefit of being a member. The Board further limited the education programme to members only, except for one session in the fall that was an introductory session to the benefits of CCI-NS. We hope that this decision is creating more value to our members. Whether we go to

a physical location or hybrid in the future for our courses and sessions once the pandemic is no longer, we have yet to decide. My plan for the next series starting in September is to continue with what we are doing at present.

The format for the seminars and courses is more conversational than lecture, where appropriate. The major cornerstone of CCI-NS is to educate. We do this through our educational programme, the newsletter, our website, our Zoom coffee mornings, our representation to the various legislative bodies, and our dialogue with our members through email or telephone. All of our educational efforts are in an effort to influence behaviours. Specifically, we educate:

- a. To inform, in order to develop awareness**
- b. To explain, in order to create understanding**
- c. To persuade, in order to move people in a particular direction**
- d. To inspire, in order to motivate people**

What form or style of education we need is very dependent on the context and circumstances that we are trying to address. Sometimes informing people of a situation is enough for them to take appropriate actions or make better decisions. At other times, people may be aware of something but do not fully comprehend it and therefore may be confused as to what actions or decisions to make. Explanation may reduce that confusion and allow people to feel more confident in taking action or making decisions. Sometimes people may be aware and even understand, but for whatever reason may feel stymied or even refuse to take desired actions or make appropriate decisions. At this stage, our educational efforts are more focused on overcoming resistance and moving people towards a desired behaviour. Finally, we hope that our efforts can create the right climate to motivate people in creating a strong and active condominium community.

I look forward to hearing your comments on what we can include in our programme and any ideas regarding education to further increase the value of CCI-NS membership. I also look forward to meeting with you on Zoom in our educational sessions. Come join us, it's included in your membership. You'll never know what you'll learn. At the very least it is an opportunity to meet with other members and to know you are not alone in facing the challenges of condo living. ■



HOW DO WE CHANGE THE BY-LAWS?

By Sharon Gutnik, Past President CCI-NS (reprinted from Fall 2013 edition)

“WHAT IS THE PROCEDURE TO CHANGE A CORPORATION’S BY-LAWS?”

It’s a question that is likely of interest to every condo corporation, whether 20 years old or just registered. Either there is an existing by-law that needs changing or there is one or more new by-laws that a corporation would like to add.

The Condominium Act of NS (Revised 2010) states Section 23 (1) that the Corporation, by a vote of members who own at least 60 per cent of the common elements, may make by-laws. Changing or making new by-laws is not done on a whim, given that a vote of owners is involved. The process is a legal one and as such should be done in consultation with the corporation’s attorney. The new by-law(s) must be submitted to the Registrar “together with a certificate in prescribed form executed by the corporation.” The proposed by-law is not effective until the Registrar accepts it for registration.

The proposed new by-law would have to be legitimate; it could not be contrary to the Declaration or Condominium Act, both of which supersede by-laws. As the Act states in Section 23 (2) “the by-laws shall be reasonable and consistent with the Act, the Human Rights Act and the declaration.”

The process usually starts at the Board of Directors level, where during the managing of the corporation the board finds an item lacking in the by-laws and decides to rectify this. As a vote is required, the first

step would be to send out a notice outlining in detail how the new by-law would read. A voting ballot would accompany the notice. It is not uncommon to hold a General Meeting to explain the proposed new by-law, why it is considered necessary and what affect it will have in future.

See Section 23 (1) (a) to (i) of the Condominium Act of NS for the comprehensive list of the different items that would be covered in by-laws. In general, by-laws are items governing management of the property, use of common elements and respecting the conduct generally of the affairs of the corporation.

Obtaining 60-percent votes of the common element (unit percentages) can be difficult and often involves many hours of canvassing owners by the Board of Directors. Once ballots are returned with the required percentage in favour, the corporation’s attorney would be involved (if not already consulted). The attorney would need to verify that the ballots are legitimate and signed by current, registered owners of each unit. The wording of the new by-law and how it was represented to the owners would be reviewed.

If you are looking to change or add to your corporation’s by-laws it can be done but best to consult legal counsel to avoid the frustration of your hard work being denied by the Registrar. ■



**Building
solutions
you need.
*Expert advice
you can
count on.***

Building Repair and Renewal
Garage, Balcony and Building Envelope
Evaluation
Reserve Fund Studies
Performance Audits and Warranty Claims
Environmental Engineering
Mechanical and Electrical Engineering
Energy Efficiency and Sustainability Consulting
Retro-Commissioning

wsp.com

**Rachel Smith, P.Eng.
Halifax: 902-425-4466**



Novacorp
PROPERTIES LIMITED

We provide:

- Knowledgeable team of experienced property managers specializing in condominiums, residential & commercial properties
- Full property accounting & administrative services
- Capital project management
- Real estate advisory services
- Planning & development

Contact us today to discuss what we can do for you!

www.novacorpproperties.com

Brian Lugar

blugar@novacorpproperties.com or 902.462.8666

*A property without
management is like a
net without a goalie...*



PROPERTY MANAGEMENT

Asset Management
Financial Services
Administration
Property Service
Communication

• podiumproperties.ca •
• (902) 445-4936 •



Leigh and Heather Nickerson
(902) 444-3136
office@condo51.com
www.condo51.com

Condo management for your peace of mind.



K.M. (Ken) Myers
B.Comm., FCIP, CAIB

Voice: 902.431.9300, ext 204
Mobile: 902.456.1889
kmyers@gatewayinsurance.ca
www.gatewayinsurance.ca

101-371 St. Margaret's Bay Road
Halifax, NS B3N 1J8

PETS IN CONDOS: DOGGED IF YOU DO, DOGGED IF YOU DON'T

By Patrick I. Cassidy, Q.C., one of the founders of CCI-NS
(reprinted from Fall 2014 edition)



Why does the word “dog” compel heated debate when combined with the word condominium? In the interest of full disclosure, I am the owner of a lovely, 65-pound, Lab called Riley. Also, I am allergic to cats.

Condominiums and pets are a lively topic and usually anything involving dogs is the liveliest. This is simply because they can be large and loud and need to be walked a few times a day so they are more visible than other types of pets.

Over the years condominiums have tried to regulate pets in many different ways hoping to find a process that works with no need of constant surveillance. Attempts have included; total prohibition, limiting types of pets, limiting the number of pets allowed in a unit, poundage limits i.e. no dog more than 25 lbs. allowed, DNA testing to match dogs to stool samples, conditional licences and behaviour controls. Regretfully not one of these works perfectly and every condominium will have pet issues from time to time.

The goal is to establish pet rules and regulations which work most of the time, do not cause undue administration and do not put a unit owner in a position of deciding to lie to keep their pet. Complete prohibition, limiting number and type and poundage clauses do not meet this goal. They all require a constant level of policing by the Board, manager or the unit owner who really hates pets. Unit owners who have pets are quick to say, it is not their dog but belongs to another family member and is just visiting. Also, just like a prize fighter, they put their dog on a starvation diet prior to the weigh-in. I have even seen pet reincarnation occur when condominiums decide to prohibit new pets but grandfather existing pets. Black cat dies and black cat reappears – amazing, but true, sort of.

Evolving medical practices also make complete prohibition impossible. Most people understand that service dogs will be allowed in a no pet building as they are a medical necessity and therefore must be accommodated. This fact now extends to the concept of therapy animals. Doctors are prescribing pets to patients suffering from an increasing wide range of medical ailments. Our Human Rights legislation will allow a unit

owner in a no-pet condominium to keep their service or therapy animal in the condominium. As a result, you will have pets in condominiums no matter what prohibitions are in place.

Treating pets as being allowed by way of licence with consequences for bad behaviour achieves the goal and acknowledges the truism that there will be pets in condominiums. I include the following section in Declarations I draft allowing pets but making it conditional on them being well behaved:

Owners shall be allowed to keep household pets in their units subject to the By-laws and Common Element Rules of the Corporation. No other animal shall be kept in the units. No animal or pet which is deemed by the Board in its sole discretion to be a nuisance shall be kept by any owner in any unit or on any part of the property. Any owner who keeps any animal or pet in any unit or any part of the property shall, at the request of the Board, remove such animal or pet therefrom forthwith on receipt of a written notice from the Board or the Manager requesting such removal.

This pet authority allows for pets and allows for pets to be controlled. However, it is not perfect, as pet owners have been proven to fight to illogical levels to keep their pet. Our Condominium Act allows for binding mandatory Arbitration and that is the method of enforcing the above clause when faced with a non-compliant pet owner.

Pets or no pets also has an influence on the marketability of units in a particular condominium. Condominium buying pet lovers will not buy into a no pet building. Attempting to administer a complete prohibition on pets may lessen an owner's ability to easily sell their unit.

Living in a condominium is living in close community with your neighbours. You are joint owners of the common elements so you are also engaged in a non-profit corporate venture. Do unto others as you would have them do unto you is the secret to harmonious condominium living. In no aspect of condominium living is this more evident than the world of pets, especially when that pet is a dog. ■

CASE LAW ROUND UP

By Devon Cassidy, Lawyer at Cox & Palmer

Duncan v. Savoy, 2020 NSSC 331

The Court in this Nova Scotia case was asked to consider whether a purchaser was able to terminate a purchase after the delivery of the Estoppel Certificate. In a condominium purchase, the Estoppel Certificate is an essential component of the due diligence review which a purchaser's lawyer undertakes. The standard form Agreement of Purchase and Sale for a resale condominium specifies that an Estoppel Certificate must be provided to the purchaser, by the seller, no less than 7 business days prior to closing. In the event that a purchaser is not satisfied with the estoppel they can terminate the agreement and have their deposit returned, so long as they provide their notice to do so within 3 days of receipt of the Estoppel Certificate.

The purchaser in this case, upon reviewing the Estoppel Certificate, was concerned about the financial health of the condominium corporation, and its ability to cover the expenditures required to address deficiencies, such as water leaks, in the building. Based on their review of

the Estoppel Certificate, the purchaser terminated the Agreement and requested the return of their deposit.

The seller refused to return the deposit, stating that the agreement had been improperly terminated. The seller argued that the Estoppel Certificate merely confirmed the information previously provided in the financial statements, reserve fund study, and Board minutes. The seller argued that there were no new or material facts disclosed in the Estoppel Certificate and as such the purchaser was not justified in terminating the agreement.

The Court in their review, examined the role of the Estoppel Certificate in both a property transaction, and in respect of the information it provides. The Court stated at paragraph 23 that "the Estoppel Certificate is not an insignificant part of the property transaction. It is an important component of a condominium sale."

The Court held that the Estoppel Certificate's purpose is to provide further and more detailed information in order to enable a purchaser



to make an informed decision as to the financial health of the condominium corporation. A purchaser is entitled to terminate a transaction, in line with the terms of the agreement, following their review of the Estoppel Certificate. There is no requirement that a material change be revealed in the Estoppel Certificate, in order to allow a purchaser to terminate the transaction.

For those Property Managers and Board Directors who are preparing the Estoppel Certificates on behalf of their Condominium Corporations, it is essential to understand the importance placed on an Estoppel Certificate, at law, and ensure that complete, clear and correct information is provided.

Condominium Corporation No. 0425177 v. Kuzio, 2019 ABQB 814

The Condominium Corporation in this Alberta case, sought an interim injunction against the Respondents preventing them from listing their unit on AirBnB type sites, and offering their units as short term accommodation.

The Corporation was seeking to enforce the provisions in their Corporation's governing documents, which stated that units were to only be occupied as single-family residences and that they could not be used for any commercial purpose, unless approval was provided by the Board. The Corporation's position was that these provisions in their documents prevented a unit owner from offering their units of short term accommodation.

The Respondents argued that they were allowed to offer their unit for short term accommodation as it was a form of leasing. As per the Alberta *Condominium Property Act* governing documents cannot restrict

the leasing of units. As such the Respondents argued that the Corporation could not prevent them from having short term "rentals" in their units. It is important to note that the Respondents did not have a lease signed by those who were "renting" their units.

In granting the interim injunction, the Court characterized the nature of an AirBnB style arrangement as a licence, not a lease. The Court relied on the fact that the AirBnB Terms of Service explicitly stated that the booking of accommodation, and therefore the contractual relationship between a host and a guest, was a limited licence. Further, the Court stated, at paragraph 61:

"The nature of the occupancy of units by Customers, in my view, strongly supports the characterization of the arrangement with the Respondents as being a licence only. Customers occupy the premises only briefly. They do not take on the trappings of tenants under the Act or Bylaws. Their occupation is like that of a person who stays in a hotel room. Rather than understanding the relationship as being a very short lease, the relationship is better understood as being a very short stay in the functional equivalent of a very small hotel."

The Court found that the fact that the nature of the AirBnB style arrangement was a licence, not a lease, the Condominium Corporation could make restrictions in respect of the offering of this type of accommodation.

This decision of the Court was confirmed in *Condominium Corporation No. 0425177 v Kuzio*, 2020 ABQB 152 where the Court ordered that the Interim Injunction become permanent. ■




COMMITMENT. SERVICE. RESULTS.

LET US BRIDGE THE GAP BETWEEN YOUR
TENANT AND THE CONDO CORP.
WE WILL HANDLE ALL THE DETAILS.



OPEN DOOR
PROPERTY MANAGEMENT
1-902-431-3667 (DOOR)
www.OpenDoorProperties.ca


MAXIMIZING YOUR INVESTMENT
WITH PROFESSIONAL
PROPERTY MANAGEMENT



CANMAR
SERVICES LTD EST. 1985

Leaders in Condominium Management

Don and Joan Buck
Kim Ryder
Phone: 902-445-1399
E-mail: Office@canmarservices.ca
Web: www.canmarservices.ca



The personalized approach to
managing condominium properties

PROFESSIONAL AND BUSINESS PARTNERS DIRECTORY

CCI-NS CHAPTER



SUMMER 2021

CCI-NS ACCI PROFESSIONALS

FULL NAME	COMPANY	PHONE
Alex Astbury, FRI, ACCI	Red Door Realty	902-499-1119
Pat Cassidy, QC, ACCI	Cox & Palmer	902-491-3022
Stacy Wentzell, FRI, ACCI	Harbourside Realty Limited	902-456-2740

CONDOMINIUM DEVELOPERS

Rob Bell	Bell Enterprises Limited	902-464-3939
----------	--------------------------	--------------

CHARTERED ACCOUNTANTS

Tracey Wright, CA	Levy Casey Carter MacLean	902-445-4446
-------------------	---------------------------	--------------

ENGINEERING SERVICES-RESERVE FUND STUDIES

Rachel Smith, P.Eng.	WSP Canada (Halifax)	902-536-0524
Jim Fletcher, MASC., P.Eng.	Bluenose Engineering	902-403-3001

INSURANCE SERVICES

Walter Tingley	Crawford and Company (Canada Ltd.)	902-497-1332
Edmund Nix	BFL Risk & Insurance Inc.	902-404-1104
Ken Myers	Gateway Insurance Brokers	902-431-9300

LEGAL SERVICES

Lauren Randall	Boyne Clarke LLP	902-460-3421
Devon Cassidy	Cox & Palmer	902-491-3029
Pat Cassidy, QC, ACCI	Cox & Palmer	902-491-3022

MANAGEMENT SERVICES

Joan and Don Buck	Canmar Services Ltd.	902-445-1399
Tony Hall	Podium Properties Ltd.	902-445-4936
Heather Nickerson	Condo 51 Management Ltd.	902-830-2010
Lorena MacDonald	Open Door Property Management	902-880-1335
Brian and Angel Dort	Providence Property Management	902-292-6156
Lisa Power	Real Estate 360	902-464-7777
Brian Lugar	Novacorp Properties Limited	902-462-8666

OTHER SERVICES

Wayne Sajko	Fennell and Associates Appraisers Limited	902-453-5051
Rob Mabe	Maxium Financial Services	905-780-6150
Robert Liang	Liang Painting Services	902-292-8346
Debbie McIsaac	Sonco Group Inc.	902-429-8200

REAL ESTATE SERVICES-REALTORS

Stacy Wentzell, FRI, ACCI	Harbourside Realty Limited	902-456-2740
Bonnie Hutchins, FRI	RE/MAX	902-488-2820
Alex Astbury, FRI, ACCI	Red Door Realty	902-499-1119
Melissa Massey	Royal LePage Atlantic	902-719.9935

Disclaimer: The professionals listed in this directory are members of the Nova Scotia Chapter of the Canadian Condominium Institute. The CCI-NS Chapter does not warrant, guarantee, or accept any responsibility for work performed by companies or individuals.

MEMBERSHIP APPLICATION

MEMBERSHIP TO JUNE 30, 2022

CONDOMINIUM CORPORATION MEMBERSHIP

☐ NEW MEMBER

☐ RENEWAL

MANAGEMENT COMPANY:

Contact Name: _____

Address: _____

Suite #: _____

City: _____

Province: _____

Postal Code: _____

Phone: _____

Fax: _____

Email: _____

☐ I agree to receive electronic correspondence

☐ I DO NOT wish to receive electronic correspondence

Signature: _____

Date: _____

CONDO CORPORATION:

☐ Townhouse ☐ Apartment Style ☐ Other _____

Condo Name/No.: _____

No. of Units: _____

Registration Date: _____

Address: _____

City: _____

Province: _____

Postal Code: _____

Phone: _____

Email: _____

☐ I agree to receive electronic correspondence

Signature: _____

☐ I DO NOT wish to receive electronic correspondence

Date: _____

Board Member 1: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Other

Name: _____

Address: _____

City: _____

Province: _____

Postal Code: _____

Email: _____

☐ I agree to receive electronic correspondence

Signature: _____

☐ I DO NOT wish to receive electronic correspondence

Date: _____

Board Member 2: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Other

Name: _____

Address: _____

City: _____

Province: _____

Postal Code: _____

Email: _____

☐ I agree to receive electronic correspondence

Signature: _____

☐ I DO NOT wish to receive electronic correspondence

Date: _____

Board Member 3: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Other

Name: _____

Address: _____

City: _____

Province: _____

Postal Code: _____

Email: _____

☐ I agree to receive electronic correspondence

Signature: _____

☐ I DO NOT wish to receive electronic correspondence

Date: _____

Board Member 4: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Other

Name: _____

Address: _____

City: _____

Province: _____

Postal Code: _____

Email: _____

☐ I agree to receive electronic correspondence

Signature: _____

☐ I DO NOT wish to receive electronic correspondence

Date: _____

Board Member 5: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Other

Name: _____

Address: _____

City: _____

Province: _____

Postal Code: _____

Email: _____

☐ I agree to receive electronic correspondence

Signature: _____

☐ I DO NOT wish to receive electronic correspondence

Date: _____

Electronic Correspondence: This section must be completed in order for the membership application to be processed. CCI communicates with its membership via e-mail regarding updates on condominium legislation, CCI events and opportunities, newsletters, and member communications; in accordance with the Canada anti-spam law, you must indicate whether you wish to receive electronic correspondence from us.

Please forward all correspondence to: ☐ Management Company address ☐ Condo Corporation address

Fee: \$5.00 per condo unit in a condo corp. No. of condo units: _____ x \$5.00 = \$ 0.00

or ☐ Minimum \$80.00 ☐ Maximum \$225.00

METHOD OF PAYMENT:

Cheques should be made payable to:

Canadian Condominium Institute - Nova Scotia Chapter
#3-644 Portland St., Suite 135, Dartmouth, NS B2W 2M3
Tel: 902-222-4002 • Email: info@ccinovascotia.ca

MEMBERSHIP APPLICATION

MEMBERSHIP TO JUNE 30, 2022

PROFESSIONAL, BUSINESS PARTNER, INDIVIDUAL MEMBERSHIP

☐ NEW MEMBER ☐ RENEWAL

CONTACT INFORMATION:

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Other

Name:

Company Name (if Professional or Business Partner):

Address:

Suite #:

City:

Province:

Postal Code:

Phone:

Fax:

Email:

Business Website:

This section must be completed in order for the membership application to be processed. CCI communicates with its membership via e-mail regarding updates on condominium legislation, CCI events and opportunities, newsletters, and member communications; in accordance with the Canada anti-spam law, you must indicate whether you wish to receive electronic correspondence from us.

☐ I AGREE to receive electronic correspondence ☐ I DO NOT wish to receive any electronic correspondence

Signature _____ Date _____

MEMBERSHIP TYPE:

Annual Fee

Fee Owning

Individual Membership

| ☐ \$85.00

| \$ 0.00

Professional Membership

| ☐ \$225.00

| \$ 0.00

Business Partner Membership

| ☐ \$225.00

| \$ 0.00

METHOD OF PAYMENT:

Cheques should be made payable to:

Canadian Condominium Institute - Nova Scotia Chapter
#3-644 Portland St., Suite 135, Dartmouth, NS B2W 2M3
Tel: 902-222-4002 • Email: info@ccinovascotia.ca



HRM's Condominium
REALTOR®

Melissa Massey
902.719.9935
melissa@melanieleblanc.ca
yourmoveinhalifax.ca



BONNIE
HUTCHINS
FRI. CNE. SRES.

902.488.2820

A Tradition of Trust

www.bonniehutchins.ca

