



April 8, 2014

## Notice: To All Residents at 55 East Liberty Street

Dear Owners and Residents,

We write with regards to some procedures and policies at Bliss that have been reviewed and revised. General security, corporation records and payment methods are items being addressed in this letter. Whether you are an owner, or if you rent at 55 East Liberty Street, the information below may directly affect you. We ask you to read through thoroughly as there are some changes being implemented to increase security and reduce operating costs.

### I. General Security.

The Board and Management would like to thank those owners that participated at the last annual general meeting and have afforded the opportunity to discuss items of concern with owners at. In response to copious concerns raised regarding general security, the corporation is amending processes and policies that will increase the level of security service.

One way the corporation provides security is with records and the electronic access devices used to access common elements. Locker rooms can be illicitly accessed by any unregistered occupants with an access device or common element keys. We have conducted an audit of the access system and note that many access devices are activated to persons that are not registered as occupants at 55 East Liberty Street. With this information in hand we must remind all owners and residents of the following:

- **Non residents are not permitted to possess any electronic access device to 55 East Liberty Street unless authorized in writing by the Board of Directors or Management at their sole discretion.**
- If you have an access device or multiple access devices, each one must be activated to a registered resident or they will be deactivated at the discretion of Management.
- Suites can have **one garage access remote per registered resident** and **one proximity tag per registered resident**. *(If you rent or lease another parking unit you may be entitled to another garage remote upon review by management).*
- Management may issue additional access devices upon request and review per case.

We appreciate that some residents at Bliss employ the services of dog walkers, cleaners or other invitees that proceed directly to the suite with a key. Those service providers are not to possess an electronic access device to gain entry to the garage or the main entrances. Instead, they can register as a visitor with security as do all delivery, Canada Post, other service providers and as your Security system is designed to have with all guests.

To further eliminate security breaches, deleting access devices that are activated to non residents has always been a paramount modus operandi. It is to ensure that only authorized residents are entering the building (at those times that security are patrolling and cannot stop them at the lobby), and so unauthorized persons cannot enter amenities such as the swimming pool, change rooms, saunas or the gym. This will also prevent abuse of the amenities the owners pay for including and repair/ replacement costs. **We will be posting notices allotting a two week period for residents to be able to register and avoid possible deactivation. At the end of April 2014, those devices that are not allocated to a registered resident will be deactivated without further notice.**

## II. Documents/ Records of The Corporation.

We now turn our focus to occupant registration. Below, you will find an excerpt from your condominium declaration, the document that governs this building. In the event of an emergency or even death, it is critical that the corporation be able to identify residents and their pets to emergency responders. Pets have always required registration and this aspect is being reinforced for insurance purposes. You will note that every owner/resident has an obligation to the corporation to provide adequate information regarding occupants in their suites, including if a tenant sublets without knowledge of the owner. In essence, all persons residing at 55 East Liberty Street must be on record with the corporation and it is not an option to have unregistered/unauthorized individuals with access devices and keys to the common elements. We ask you to take a moment to read and understand the section of the declaration below and ensure you are in compliance. If you require assistance with any of the registration forms or summary of lease, please feel free to contact the undersigned and we will be glad to help you.

### 4.3 Leasing of Units

#### Notification of Lease:

- (a) Where an Owner leases his/her Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
  - (i) notify the Corporation that the Unit is leased;
  - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01 to the Act; and
  - (iii) provide the lessee with a copy of the Declaration, By-laws and Rules of the Corporation;
- (b) If a lease of the Unit is terminated or not renewed, the Owner shall notify the Corporation in writing.
- (c) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the Owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the common expenses and shall pay the same to the Corporation.
- (d) An Owner leasing his/her Unit shall not be relieved thereby from any of his/her obligations with respect to the Unit, which shall be joint and several with his/her tenant.

We are asking all owners, agents, p.o.a.'s and managers to complete and submit the appropriate documents to the corporation immediately to meet the requirements of the Act and the Declaration. If you have tenants, we will require either a copy of the lease agreement *or* a "summary of lease" form. The length of stay for tenants be it short term or otherwise, does not relieve you of the obligation to provide lease information. If your tenant(s) have roommates living in the suite they must also be registered in the corporation records.

**Failure to provide the appropriate information will result in the corporation exercising its right, at its sole discretion, to deactivate associated access devices to the suite for any and all unauthorized individuals.**

### III. Payments to The Corporation.

There are many instances where residents will be asked to provide a payment or a returnable deposit. Lock boxes rentals, bike rack rentals, party room, moving deposits, access devices and keys are a few examples of items that a resident will provide a payment/deposit.

Owners at 55 East Liberty have a suite account where the corporation can allocate charges accordingly and as such, we are able to accept a personal cheque (unless otherwise advised from time to time). Due to repeated instances of faulty payments issued to the corporation, Management the corporation will no longer accept a personal cheque from anyone not listed as a suite owner.

**Agents, contractors, suite managers and tenants do not have an owner suite account in the corporation and as such, must provide payments in the form of a certified cheque or money order.** Security has been informed not to accept a personal cheque from anyone other than a listed owner, with no exceptions. If you require assistance with this matter please feel free to contact the property manager during regular business hours. For your convenience, we have attached the forms you may require to complete and return to Management.

Please feel free to contact the undersigned during regular business hours should you have any questions or concerns.

Respectfully yours,

DEL Property Management Inc.

Agents for, and on behalf of T.S.C.C. No. 2177



per; David Casha

Condominium Manager

**Form 5 – Summary of Lease or Renewal**

TO: TORONTO STANDARD CONDOMINIUM CORPORATION No. 2177

Bliss- 55 East Liberty Street. Toronto, ON. M6K 3P9.

**1. This is to notify you that:**

- |  |  |
|--|--|
| <input type="checkbox"/> an original         | <input type="checkbox"/> Renewal                         |
| <input type="checkbox"/> Written             | <input type="checkbox"/> Oral                            |
| <input type="checkbox"/> Lease               | <input type="checkbox"/> Sublease                        |
| <input type="checkbox"/> Assignment of lease | <input type="checkbox"/> Renewal of a written            |
| <input type="checkbox"/> Oral lease          | <input type="checkbox"/> Sublease or assignment of lease |

**has been entered into for:** Unit(s)..... Level(s)..... Parking.....  
Locker(s) .....

**On the following terms: Name of lessee(s) / Sub lessee(s):**  
.....

Telephone numbers: ..... Fax or other number, if any:  
.....

**Commencement date:** ..... **Termination date:**  
.....

Option(s) to renew: ..... Rental payments:  
.....

Other information:  
.....

2- I (We) have provided the  Lessee(s) /  Sublessee (s) with a copy of the declaration, By-Law and rules of the condominium corporation.

3- I (We) acknowledge that, as required by subsection 83(2) of the **Condominium Act 1998**, I (We) will advise you in writing if the  Lessee(s) /  Sublessee (s) /  assignment of Lease is terminated.

Dated this .....day of .....year .....

\_\_\_\_\_  
*(Print name of owner)*

\_\_\_\_\_  
*(Signature of owner)* In the case of a corporation,

affix corporate seal or add a statement that the persons signing have the authority to bind the corporation. Address: .....

Telephone No.: .....

Fax No. ( if any) .....

## OWNER & TENANT REGISTRATION FORM

In order for us to complete our occupancy records you must fill in the following forms and return to the Management office prior to moving in. Thank you for your anticipated cooperation. Access devices and common element keys will not be activated until registration is complete and satisfactory.

(PLEASE PRINT CLEARLY):

SUITE NO: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ENTERPHONE NO: \_\_\_\_\_

### NAME OF REGISTERED UNIT OWNER(S)

1 SURNAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_

2 SURNAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_

### ADDRESS: (IF DIFFERENT FROM SUITE NO. ABOVE OR MAILING ADDRESS)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Street & Number Suite No. City Province Postal Code

TELEPHONE NO: (H) ( ) \_\_\_\_\_ (B) ( ) \_\_\_\_\_

E -MAIL ADDRESS: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

### **RESIDENT / TENANT INFORMATION**

SURNAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_

SURNAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_

SURNAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_

TELEPHONE (H): (\_\_\_\_\_) \_\_\_\_\_ (B): (\_\_\_\_\_) \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

CELL PHONE (\_\_\_\_\_) \_\_\_\_\_

NAME TO BE LISTED ON DIRECTORY BOARD: \_\_\_\_\_

NUMBER OF BEDROOMS: \_\_\_\_\_ TYPE: \_\_\_\_\_

LEASE START DATE: \_\_\_\_\_ **Attach a copy of the lease or Form 5**

LOCKER NO: \_\_\_\_\_ LEVEL: \_\_\_\_\_

PARKING SPACE: \_\_\_\_\_ LEVEL: \_\_\_\_\_

COLOUR/TYPE OF VEHICLE \_\_\_\_\_

-----  
LIC.NO: \_\_\_\_\_

PARKING SPACE: \_\_\_\_\_ LEVEL: \_\_\_\_\_

COLOUR/TYPE OF VEHICLE \_\_\_\_\_

LIC.NO: \_\_\_\_\_

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**HANDICAP ASSISTANCE REQUIRED: [ ] YES [ ] NO**

**IF "YES" PLEASE LIST SPECIAL REQUIREMENTS:**

**NAME:** \_\_\_\_\_

TYPE OF DISABILITY: \_\_\_\_\_

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**ARE YOU ABSENT DURING ANY PART OF THE YEAR? [ ] YES [ ] NO**

IF "YES", HOLIDAY ADDRESS \_\_\_\_\_

Telephone #: \_\_\_\_\_

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**EMERGENCY CONTACT: (FAMILY/CLOSE FRIEND)**

**NAME:** \_\_\_\_\_ **RELATIONSHIP:** \_\_\_\_\_

**TEL. NO.:** (H) (\_\_\_\_\_) \_\_\_\_\_ (B) (\_\_\_\_\_) \_\_\_\_\_

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**REMOTE CONTROL NUMBERS:** \_\_\_\_\_

**IF YOU ARE A TENANT, YOU MUST COMPLETE THE SECTION BELOW.**

**TENANT'S ACKNOWLEDGEMENT:**

I hereby acknowledge and agree that I, the members of my household, and my guests, invitees, licensees, from time to time, will in using the unit rented by me, and the common elements, comply with the provisions of the "CONDOMINIUM ACT", the Declaration, By-laws, Management Agreement, service agreements, and other agreements, and all rules and regulations of the Condominium Corporation (the Rules), during the term of the Tenancy Agreement and my tenancy, and will be subject to the same duties imposed by the Rules as if I were a unit owner, except for the payment of common expenses, unless otherwise provided by the Condominium Act and any amendments thereto.

WITNESS WHEREOF, this \_\_\_\_\_ day of \_\_\_\_\_, Year \_\_\_\_\_

in the City of Toronto.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Witness

**DO YOU HAVE PETS? IF "YES", you must complete the pet registration form:**

**CONTINUE to the Pet Registration portion of this form.**

# PET REGISTRATION FORM (2 pages)

SUITE #: \_\_\_\_\_ @ 55 East Liberty Street.

RESIDENT (PET OWNER) NAME: \_\_\_\_\_

PET OWNER CONTACT #: \_\_\_\_\_

Are you the owner of the suite? YES \_\_\_\_\_ NO \_\_\_\_\_

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**Please attach a colour picture of each pet to be kept on file.**

NAME OF PET(s): \_\_\_\_\_ BREED: \_\_\_\_\_

SIZE AND WEIGHT current: \_\_\_\_\_

AGE: \_\_\_\_\_

Size and weight at adulthood: \_\_\_\_\_

COLOUR(S): \_\_\_\_\_

PET LICENSE # \_\_\_\_\_ and expiration date: \_\_\_\_\_

PET VET NAME: \_\_\_\_\_

PET VET PHONE #: \_\_\_\_\_

Dog Walker Service Name: \_\_\_\_\_

Dog Walker Contact #: \_\_\_\_\_

Section 3.6 of TSCC 2177 condominium declaration:

3.6 Pets

No animal, livestock or fowl shall be kept upon the common elements. However, a pet may be allowed on those parts of the common elements of which any Owner has the exclusive use, if any. When on the common elements, all pets must be under leash. No pet that is deemed by the Board or the manager, in its absolute discretion, to be a nuisance shall be kept by any Owner upon the common elements. Such Owner shall within two weeks of receipt of a written notice from the Board or manager requesting removal of such pet, permanently remove such pet from the Property. Breeding of pets is not allowed on any part of the common elements. Notwithstanding the generality of the foregoing, no dogs considered by the Board or manager, in its sole discretion, to be "attack dogs", will be permitted on any part of the common elements.

Owners shall ensure that their tenants strictly comply with the provisions governing the use and occupation and leasing of units set forth in the Declaration. If an owner fails to obtain the application, statement and covenant from his tenant as required pursuant to the Declaration, or fails to ensure his own compliance and that of his tenants with the requirements of the *Condominium Act, 1998*, the Declaration and the Rules, any person or persons intending to reside in the unit and common elements shall be considered to be an unauthorized person and entry to the buildings or any part of the common elements may be expressly denied by the manager until such person(s) and the owner have fully complied with the Act, the Declaration and the Rules.

Owners, their families, guests, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance which may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants and persons having business with him.

The sidewalks, entry, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.

No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.

I, \_\_\_\_\_ hereby acknowledge that I have read the contents of this form. I declare that the information I have provided is correct, current and will be updated with Management accordingly, on a timely basis.

RESIDENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

End

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