

# King West Village North

Metro Toronto Condominium Corporation No. 1338

12 Sudbury Street, Toronto, Ontario M6J 3W7

WELCOME TO KING WEST VILLAGE NORTH

INFORMATION FOR NEW RESIDENTS

1. RESIDENTS INFORMATION
2. PROPERTY MANAGEMEMENT
3. TELEPHONE NUMBERS
4. CORPORATION DOCUMENTS
5. COMMUNICATIONS
6. PETS
7. GARBAGE / RECYCLING
8. PARKING
9. PARKING SPACES
10. MAINTENANCE / REPAIRS
11. GENERAL
12. COMMON ELEMENT ASSESSMENT PAYMENTS (CEA)
13. INSURANCE
14. EMERGENCY PROCEDURES
15. IF YOU DISCOVER FIRE
16. LEASING OF UNITS

## 1. RESIDENT INFORMATION

It is imperative for your safety and security that you complete a Resident Information Sheet supplying pertinent information to Property Management be kept current. Please find such a form attached and advise Property Management of any change in information. We respectfully request that you complete it and return it to Management at your earliest convenience.

## 2. PROPERTY MANAGEMENT

Brookfield Residential Services Ltd. has been retained to manage the complex. There is no on-site Property Management office. The office is located at 833 King Street West at the corner of King and Niagara on the P1 level. To reach Management by telephone, please call (416) 203-3710 or fax (416) 203-3716. If you have an emergency after regular business hours and require Management personnel, please contact Brookfield Residential Services Ltd. emergency number (416) 510-8700.

## 3. TELEPHONE NUMBERS

- Whom to call
- Property Manager office – (416) 203-3710  
(any time during office hours 9-5)
  - Emergencies only, after business hours,  
(416) 510-8700.
  - Hot Water Rental Unit used also for heating  
Enbridge: 416 781 6200 X 257

- Your own repair person for anything within your unit that is not part of the common elements or connected to a shared system. If not clear, please contact your property manager.

## 4. CORPORATION DOCUMENTS

Your legal counsel should provide you with the Declaration, By-laws, and Rules when your unit closes. Please contact Property Management if you did not receive a copy. The Board of Directors may institute new rules from time to time and you will be informed in writing. It is the owner's responsibility to provide these documents to their tenants.

5. COMMUNICATION and NEWSLETTERS

Notices and newsletters are issued periodically. Suggestions, concerns or other correspondence to the Board of Directors via Property Management may be deposited in the mailbox located at the north end of the 2200 block, faxed (416-203-3716) or E-mailed directly to management at [Kingwest@rogers.com](mailto:Kingwest@rogers.com).

Please visit the King west Village North website at: [www.kwvn.com](http://www.kwvn.com).

6. PETS

**No animal, livestock or fowl, other than one (1) pet per Residential Unit, as permitted pursuant to Article IV of this Declaration, is permitted to be on or about the Common Elements, including the exclusive use Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress to and egress from a Unit and, while on the Common Elements. Notwithstanding the generality of the foregoing, no attack dogs are permitted to be on or about the Common Elements.**

If a pet is determined by the Board of Directors to be a nuisance the pet must be removed from the site within two weeks from the time of the letter declaring the animal a nuisance.

Residents must register their pets with management. Pet owners are not allowed to walk their pets anywhere on the common element unleashed.

Pet owners must walk their leashed animals off the property and clean-up after them.

All damage caused by the pet to the common elements shall be the responsibility of the owner of the unit and the said owner shall fully reimburse the Corporation for the cost of the repairs, replacement or renovations.

7. GARBAGE / RECYCLING

Garbage is picked up every Monday and Thursday (except for holidays pickup will be next business day) mornings at the rear of the unit (by garage entrances) in a tied garbage bag. Boxes, grocery and other retail bags, garbage cans etc. are not acceptable.

**Please do not leave put your garbage out until the morning of collection. We do not need animals rummaging through the garbage.**

**Please do your part and sort-out your recyclables. Please do not put your recyclables in with the household garbage.**

Recycling items will be picked up each Wednesday morning. Recycle material must be in a CLEAR plastic bag. Cardboard boxes must be broken down and

## 8. PARKING

Please lock your vehicle at all times, and avoid leaving valuables inside. When entering or leaving the site, please operate your vehicle at a speed not in excess of 10 km per hour and adhere to all posted signs. Residents are only allowed to park in their own parking units or garage.

If someone is parking in your space or in front of your garage, it is the resident's responsibility to call the police at 416-808-2222 to have the vehicle ticketed and / or towed. Please identify yourself as a resident of 12 Sudbury St.

From Shank Street the only way to enter is with a remote. Each unit owner has been given one. If you require a second or replacement the cost is \$35.00 for the key chain ones and the visor ones is \$32.00. They can be obtained from the Property Manager.

There is no visitor parking within 12 Sudbury St. Vehicles parked in prohibited areas will be subject to ticket and /or towed at the owners expense. **PARKING IS STRICTLY ENFORCED.** Parking tickets will not be reimbursed or cancelled.

There is parking available at CAMH that your visitors can use. Please inform your and visitor(s) as to where to park.

## 9. PARKING SPACES

If oil leaks or spills of any kind occur, please clean them immediately (try soap and water or cat litter). Leaks left for any period of time will result in damage to the asphalt surface. It is the financial responsibility of the owner of the parking unit to repair the damage and return the area to its original condition. A few minute of your time could avoid this unnecessary expense.

Repairs, oil changes and storage of non-functional vehicle or other items are not allowed in the complex. Garages and parking units are for vehicles only and are not to be used as storage space.

## 10. MAINTENANCE / REPAIRS

All units' maintenance is the owner's responsibility. If you require maintenance work, please call a contractor of your choice. Please feel free to contact the management office for referrals.

## 11. GENERAL

Please note the following restrictions have been extracted (not verbatim) from the Corporation's Declaration to assist you in answering any questions you may have with respect to the do's and don'ts of the complex.

- a) No alteration, work, repairs, decorating, painting, maintenance, structure, screen or erection of any kind whatsoever (the "work") shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any owner has the exclusive use, except by the Corporation or with its prior written consent or as permitted by the By-laws or Rules.
- b) The Corporation shall have access at all reasonable times to any part of the common elements over which any owner has the exclusive use in order to do the work. **(PLEASE NOTE that the outside entry knobs and locks are common elements and MUST not be changed)**
- c) No unit shall be occupied or used by anyone in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance placed by or on behalf of the Corporation. If a unit is occupied or used by anyone in such a manner as to result in an increase in the premium cost of any policy of insurance placed by or on behalf of the Corporation, the owner of such unit shall reimburse the Corporation for such increase and such increase in premium cost shall be added to the owner's contribution towards the common expenses.
- d) The owner of each unit shall comply and shall require all residents and visitors to his unit to comply with the Condominium Act 1998, the Declaration and the By-laws and Rules passed pursuant thereto.
- e) No owner shall make any structural change or alteration in or to his unit or make any change to an into an installation upon the common elements or change any part of the unit exterior to the structure, including without limitation, the erection or fastening of any television antenna, aerial, tower, satellite dish or similar structure, or maintain, decorate, alter or repair any part of the common elements which he has the duty to maintain nor shall any unit owner make any changes or alteration of the exterior of his unit, including without limitation any painting of the exterior of the structure or any garage door, if any, not any planting. Landscaping or other work or any erection of or changes to any fencing or alteration of grading to that part of the unit exterior to the structure, if any, without the written consent of the Board of Directors.
- f) The Board's written consent must be obtained prior to the alteration of any boundary, load-bearing or partition wall, floor, door or window in any Unit and to alteration of any toilet, bathtub, washbasin, sink, heating, plumbing or electrical installation contained in or forming part of the Unit. No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of the Unit. Drapes, blinds, and window coverings of any kind, which are visible from the exterior, shall remain clear, white or off white.

g) No hanging or drying of clothes shall be allowed on or within any outdoor area within the confines of any unit, and no pulley clothesline or other similar apparatus shall be affixed to any building residence or common area.

h) No animal, livestock or fowl other than a pet shall be kept or allowed in any Residential Unit. When on the common elements, all pets must be under leash. No pet that is deemed by the Board of Directors or Management in its absolute discretion, to be a nuisance shall be kept by any owner in any Residential Unit. Such owner shall within two weeks of receipt of a written notice from the Board or Management requesting removal of such pet, permanently remove such pet from the property. Breeding of pets is not allowed in any Residential Unit. Notwithstanding the generality of the foregoing no attack dogs will be permitted to be kept or allowed in any of the Residential Units.

## 12. COMMON ELEMENT ASSESSMENT PAYMENT (CEA)

Upon closing the purchase of your unit you will be advised by your lawyer to make arrangements for payment of the Common Element Assessment. Common expense fees are due and payable by the owner to the Corporation on the first (1) day of each month. The owner is responsible to ensure that the Corporation and/or their property manager receive the funds by the 1<sup>st</sup>. Owners can arrange for pre-authorized debits from a bank account.

Two weeks notice, prior to the first of the month, is required to start or stop a pre-authorized debit from a bank account. The Corporation will charge an owner a fee of \$25.00 for any returned cheque or pre-authorized debit. Pre-authorized debit arrangements are cancelled if an owner's payment is returned twice in a row. The owner, is then responsible to provide guaranteed funds (certified cheque or money order) for the six-month period to re-establish a good credit rating. At this time, the pre-authorized debit will be reinstated.

When the owner fails to make their CEA payment the Corporation must take steps to enforce their lien rights as per the Condominium Act, 1998. A lien is a claim or charge against property for the payment of a debt or obligation. The key provision in the Act is that a lien may be enforced in the same manner as a mortgage. The lien covers not only the unpaid common element expenses and interest, but also "all reasonable costs charges and expenses incurred by the by the Corporation in connection with the collection or attempted collection of the unpaid amount". The Corporation is obligated to send a "Notice of Lien" known as a Form 14 to all owners prior to registration of the Lien. The cost to send this notice shall be charged to the defaulting owner. To avoid any charges please make your payments as required.

### 13. INSURANCE

The Corporation's Insurance does not cover items within your unit or your personal belongings. We recommend all owners obtain insurance as follows: liability, contents, betterments and improvements insurance, and loss assessment insurance, and insurance covering additional living expenses in case of fire, including insurance deductible coverage. This information is in your Declaration under Article VIII By the Owner.

**The owner is responsible for the Corporation's deductible.** Should the claim be below the deductible amount, the owner is responsible for the entire cost. Ensure that you are carrying the appropriate coverage for condominium living.

We suggest that after settling in, you take an inventory of all your contents, and if possible, videotape the items. If anything is lost or damaged, it is difficult to convince your insurance company of the value. Pictures are worth a thousand words.

### 14. EMERGENCY PROCEDURES

**For ambulance, police or fire department call 911.**

When calling outside emergency services, use the appropriate address:

Unit Address  
Closest intersection

**Helpful hints for Residents to avoid emergencies / fires:**

Avoid unsafe cooking practices such as deep fat frying, using too much heat, leaving stoves unattended and wearing loosely hanging sleeves. Do not use unsafe electrical appliances, frayed extension cords, over-loaded outlets or lamp wire for permanent wiring. Please avoid careless smoking and always use ashtrays for butts and ashes. Never smoke in bed. Do not use fuses in your stoves of higher amperage than specified. Disposal of hot items in the garbage may result in fire. Please ensure when depositing items in your garbage pail that they are properly cooled.

### 15. IF YOU DISCOVER FIRE

- **Leave the unit immediately**
- **Close all doors behind you**
- **Telephone 911, ask for Fire Department. Never assume that this has been done. Know and give correct address and location of fire.**

**16. LEASING OF UNIT - The Condominium Act 1998**

**Section 83**

- 1) The owner of a unit who leases his/her Unit shall within 30 days of entering into the lease or the renewal, as the case may be:
  - a) notify the Corporation that the unit is leased
  - b) 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 the form prescribed by the Ministry
  - c) provide the lessee with a copy of the Declaration, By-laws, Rules of the Corporation
- 2) If a lease of a unit is terminated or not renewed, the owner of the unit shall notify the Corporation in writing immediately.
- 3) A Corporation shall maintain a record of the notice it receives under this section.

Please complete the Information Form attached if and when you lease your unit and remit the form to the Property Management office.