

**THE RIVIERA**  
**228 AND 230 QUEEN'S QUAY WEST**  
**TORONTO, ONTARIO**  
**M5J 2X1 / M5J 2Y7**

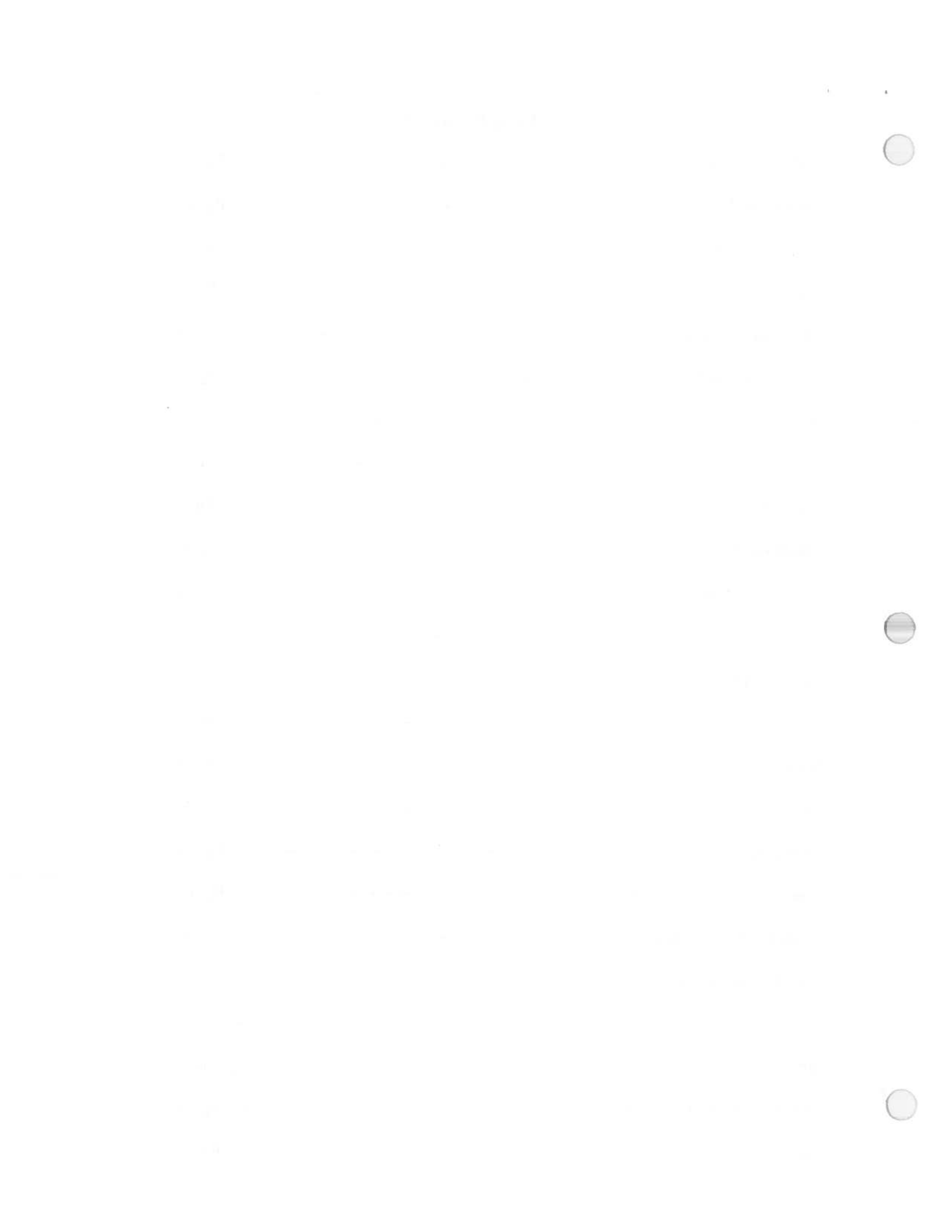


**WELCOME PACKAGE**  
**Rules for Efficient Condo Living**



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**PROPERTY MANAGEMENT EMERGENCY TELEPHONE NUMBER  
FOR YOUR BUILDING**

Brookfield Residential Services Ltd. has been retained to manage The Riviera. The assigned manager is available by contacting your Property Management office at the phone number below or Brookfield Residential Services Ltd. during business hours at 416-510-8700. The manager and site administrator are on site to meet with you between the hours of 9:00am to 5:00pm, Monday through Friday, except Wednesday when they are on site between 11:00a.m- 7:00p.m The property manager is Vesna Saltagic and Senior Administrator is Antoine Marchand.

Brookfield Residential Services Ltd. carries out building inspections and supervises maintenance, cleaning and security personnel. If you experience any problems with the property or on-site personnel, please contact your property management staff.

To ensure that you enjoy your home, the following staff is available to assist you. If you have any questions, please do not hesitate to call:

Concierge	(416) 585-2666 x 103
Property Management Office	(416) 585-2666x 101 or 102
Facsimile	(416) 585-3111
Visitor Parking	See Concierge
Corporation E-mail address	<a href="mailto:theriviera@rogers.com">theriviera@rogers.com</a>
Brookfield Residential Services Ltd.	<a href="http://www.brookfieldresidential.com">www.brookfieldresidential.com</a>
Emergency Services (Police, Fire, Ambulance)	911

**Resident Information**

It is essential for your safety, security and for administrative functions that you complete the accompanying **Owner Information Forms** and return them to the management staff or the concierge. Please keep this information current. All Resident information is held in the strictest confidence.

## TELEPHONE NUMBERS

BELL CANADA (9 a.m. – 5 p.m. Monday to Friday)	(416) 310-2355
ROGERS CABLE (24 hours – 7 days)	(416) 448-7333
BELL EXPRESSVU (9 a.m. – 5 p.m. Monday to Friday)	1-866-919-1463
TORONTO TRANSIT COMMISSION (7 a.m. – 11:30 p.m. seven days a week)	(416) 393-4636
AEROFLEET – AIRPORT SERVICE	(905) 678-7077
AIR CAB – AIRPORT SERVICE	(416) 445-1999
LOCAL FIRE DEPARTMENT	(416) 392-0160
LOCAL GENERAL HOSPITALS	
Mount Sinai Hospital	600 University Ave. (416) 596-4200
The Toronto General Hospital 621	621 University Ave. (416) 340-3111
The Hospital for Sick Kids	555 University Ave. (416) 813-1500
LOCAL WALK-IN CENTER (Doctor Office)	(416) 488-1455
POISON INFORMATION	(416) 813-5900
EMERGENCY ANIMAL CLINICS	
Veterinary Emergency Clinic	280 Sheppard Ave. E. (416) 226-3663
Willowdale Animal Hospital	256 Sheppard Ave. W. (416) 222-5409
LOCAL CLEANER AND ALTERATIONIST	
Harbour Point Cleaners and Boutique 256 Queens Quay 7:30 – 7:00 (Monday-Friday) 9:00-5:00 (Saturday)	(416) 260-7394
LOCAL HOTELS	
Westin Harbour Castle (Bay St. & Queens Quay)	(416) 869-1600
Radisson Plaza Hotel Admiral 249 Queens Quay	(416) 203-3333

## GENERAL INFORMATION

### TO ALL RESIDENTS

Following are some guidelines for your building that contribute to a safe, comfortable and enjoyable environment. We ask that you take a few moments of your time to read through this package.

### MOVING/DELIVERY HOURS

Moving hours are:      9:30 am. to 4:00 pm. Monday to Friday  
                                 7:00 pm to 9:00 pm – Monday, Tuesday and Wednesday Evenings  
                                 10:00 am. to 2:00 pm – **First & Last** Saturday of the month

NO MOVES/DELIVERIES ON WEEKENDS OR LEGAL HOLIDAYS. MAXIMUM 4 HOURS. IT IS RECOMMENDED THAT MOVERS ARRIVE ½ HOUR EARLY TO PARK, ANNOUNCE THEIR ARRIVAL, AND SET UP.

Moves and deliveries must be booked with management staff at least 24 hours in advance to allow for scheduling. Reservations are made with the property management staff during business hours and are on first come - first serve basis. A damage deposit in the amount of \$500.00 is required. Providing there is no damage, the deposit will be returned. Elevator protective pads will be provided for your movers to install and remove. All cardboard boxes should be removed from the site by your moving/delivery people. Otherwise, you have to break them down and place them in a recycle bin. The concierge has the authority to refuse any move that was pre-arranged.

Please contact the Property Management Office – Elevator Booking & Reservation Form.

### CONCIERGE

A concierge is present 24 hours a day and assists in emergencies. As security personnel are required to be readily available, we ask you not to take up their time with idle conversation and not to use their telephone. The Concierge is responsible for protecting the interest of all residents. The concierge's main function is to control vehicular and pedestrian traffic, monitor cameras(which have been strategically placed throughout the property), attend to emergencies and respond to resident requests.

### ENTERPHONE SYSTEM

Enterphone system works through your telephone.

**Please note: The Enterphone system has a dedicated building line, which means that the enterphone system works only with Bell Service or analog service. If you are choosing another service provider, one of the jacks in the suite needs to be dedicated to the building line without being connected to "the other provider".**

Dial "9" to allow entry and dial "#" to refuse entry when you get a visitor's call from a lobby entrance. Some newer phones emit a short tone when a number is pressed. If your phone does this you need to press "9" twice in rapid succession to allow entry.

If you are on a telephone call, your visitor will hear a busy signal and will have to wait, unless you have call waiting that will allow you to pick up your visitor's call.



When you allow entry the Enterphone system will acknowledge with a tone and then disconnect.

After allowing or denying entry you can return to your telephone call.

Your visitor scrolls to your name on the Enterphone display screen and enters your call code to ring you.

**BE SURE TO GIVE YOUR VISITOR YOUR SUITE NUMBER.**

Please do not hesitate to contact our office if your name is not properly posted or if you wish to remove it.

**ACCESS CARD, FOBS AND REMOTES**

Residents have been supplied with security electronic pass cards and all residents with garage remote controls. The garage remote operates on channel one signal only. The other two channels are not functional. The remote is battery operated. If the remote fails to work a battery replacement may be required. The pass card is for use at the entrance doors and recreation centre. A record should be kept of the card numbers. Should you lose your card, notify us immediately so that we may de-programme the lost card and issue a replacement. Replacement cards are \$12.00, FOBS are \$18.00, and replacement remotes are \$100.00.

**SUITE KEYS**

Do not add additional locks or chains to the door. They do not give additional security. They damage the door and delay entry in emergency situations. Owners are responsible for any damage done to the doors. Property management has a master key to allow access in case of an emergency such as a fire or flood. Prior to changing your lock please contact your property management office. Any lock changes must maintain the master key system in every respect.

**ENSURE THAT YOU HAVE A SPARE KEY AVAILABLE.** Your key is a high security key that can only be duplicated by the locksmith whose telephone number is stamped on the key. If you lose your key and do not have a spare, you will have to call this locksmith to gain entry. Building staff will not open your door for you if you lose your key.

**SECURITY**

Your suite is equipped with a security alarm system. Please ensure you arm your system in accordance with the manufacturer's instructions

All residents should use their card to gain entrance to the building and guests must use the Enterphone or be announced by the concierge. For everyone's safety, please do not open the entrance doors to strangers.

Do not hold the entrance/exit doors open, for doing so permits unauthorized access to the building and reduces your safety and security. When leaving the building, please make sure that the door is closed securely behind you.

## **SOLICITING**

No business solicitation or canvassing is permitted within the Riviera. Please contact the concierge should you be bothered.

## **VACATIONS AND OTHER ABSENCES**

Notify the management staff if you intend to leave for extended periods of time. Provide the names of people authorized to enter your unit, as well as a contact person to call in case of an emergency. Cut off newspaper and other deliveries to your suite and make arrangements with a friend or neighbour to pick up your mail. Make arrangements with post office to hold or forward mail to a temporary address. For instructions on preventative measures to be taken with your appliances, please consult your manufacturer's manual or a local appliance dealer.

## **ROUTINE MAINTENANCE WORK**

In-suite maintenance is the owner's responsibility, including all pipes, wires, ducts and mechanical apparatus, heating and cooling that solely serves your suite. If you require maintenance work, please feel free to contact a contractor of your choice. If you would like a referral, our office would be pleased to provide you with names and numbers of trades people we have experience with the building..

## **MAINTENANCE WORK**

We define emergencies as those instances involving: FIRE, FLOOD, LOSS OF HEAT, COMPLETE POWER FAILURE AND BROKEN SUITE LOCKS. Should an emergency occur, please use the numbers listed in this package in the following sequences:

911	- Fire, Police, Ambulance
(416) 585-2226	- Concierge
(416) 293-5900	- 24-Hour Emergency Services Number

## **SUITE RENOVATIONS**

Apart from decorative changes, an owner cannot make any suite alteration without the consent of the board of directors. See attached request form.

## **PETS**

No animal livestock or fowl of any kind other than two (2) general, household pets per suite, such as dogs, cats, canaries, budgies or other small caged birds, or an aquarium of goldfish or tropical fish is allowed.

All dogs and cats must be kept under personal supervision and control and held by leash.

Any pet deemed by the Board of Directors in their sole and absolute discretion to be a danger to residents is not permitted to be on or about the common elements.

## **GARBAGE DISPOSAL**

Please discard all household refuse between the hours of 8:00 a.m. and 10:00 p.m. Nothing is to be left on the floor of the disposal room. For large items please see the concierge for direction to a disposal area.

All garbage must be properly bound, packaged, bagged and sealed to prevent any undue odour, mess or damage during its descent within the garbage chute. All the garbage must be firmly pushed down the garbage chute and not left within the mouth of the chute. Do not put burning materials such as cigarettes, ashes, flammable liquids, paint cans or aerosol cans into a chute. They are fire hazards and may cause damage to the garbage chute and the compactor room on the main floor.

Bulk items – bundles of paper, coat hangers, cartons, broom handles, etc. – block the chute. Do not put them down the chute. Take them to a designated disposal area.

## **RECYCLING**

The building has a recycling programme – please participate. Although a little extra work is involved for you (and the building staff) in the long term recycling will lower garbage collection cost and ensure the landfills last longer and benefit everyone. Recyclable items are deposited down the garbage chute. Please follow directions for sorting of recyclable items from regular household garbage. For recyclable items select the appropriately labelled “containers” or “paper”.

## **PARKING**

We would like to remind you to lock your vehicle at all times and avoid leaving valuables inside. When entering or leaving the premises, please operate your vehicle under 10K.m/Hr. and adhere to all posted signs.

**Always use your own parking spot.** Visitors should park only in designated areas. A permit to park must be obtained from the concierge. Visitors are allowed to park 3 consecutive days. Residents are not to park in visitors' parking at any time. No car repairs or car washing is allowed in parking spaces either underground or outside. Vehicles parked in unauthorized spots will be ticketed and/or towed at owner's expense. Please ensure management staff has your correct license plate number. **PARKING IS STRICTLY ENFORCED.**

**Parking tickets will not be paid or cancelled by the corporation.**

## **PARKING GARAGE**

A sealing coat is applied to the garage floor surface to prevent water and road salt penetration into the concrete that causes structural damage to the garage floor foundation.

Gas, oil or other chemicals can damage this coating. Please keep your parking area clean at all times. If oil leaks or spills of any kind occur please clean them with soap and water or throw an absorbent material on the spot to soak up the spill and later clean the area. Leaks left for any period of time will result in damage to the garage surface and will be the financial responsibility of the owner of the parking space to repair the floor to its original condition. Cleaning products are available from major department stores.

Repairs are expensive; a few minutes of your time could avoid this unnecessary expense.

Parking spaces are for vehicles only and are not to be used for storage of any articles or non-functional vehicles. These will be removed and may be discarded.

### **BICYCLES**

Bicycles lockers are provided for residents and visitors. Both residents and visitors are responsible for securing their bicycles.

Bicycles are not to be taken on the elevators or through the corridors.

### **VANDALISM**

If you see any vandalism, please report it immediately. The money spent repairing damage caused by vandalism is better used on the building or equipment upgrades. Remember that you are legally and financially responsible for your visitors' behavior anywhere on the property.

### **NOISE**

All residents and their guests are requested to have consideration for their neighbours on all sides. Loud music, boisterous parties in overcrowded suites, uncarpeted floors, obnoxious conduct or an unwillingness to restrict such behaviour will result in action being taken by the management and on-site staff to obtain compliance. Please remember you are living in a building with other people. Bumping or banging on the walls or especially non-carpeted floors will inconvenience your neighbours. Do not let your suite door slam when closing. Please consider others when entering. Should someone show a lack of consideration of your right to peace and quite, please call the concierge. In emergency situations, call the police directly and advise security staff thereafter.

Please do not confront others to resolve a situation.

Suite renovation work is to be done only between 9 a.m. and 5 p.m., Monday to Friday, except Statutory holidays.

### **COMMON AREA CONDUCT**

Smoking is not permitted in the common areas of the building. Also, the consumption of food and beverages is not allowed in the common areas of the building including but not limited to, corridors, stairwells, lobby and elevators.

Proper footwear and clothing must be worn in the common areas at all times. No bare feet.

### **CORRIDORS**

Corridors may not be obstructed in any manner at any time by doormats, boot trays, strollers, shopping carts and other objects. Items left in the common corridor will be removed.

### **DOORS**

Do not fix anything to a suite door, i.e.: door knockers, signs, and decorations. You may be asked to remove these items.

### **LEASING OF SUITES – The Condominium Act, 1998 – Section 83**

- (1) An owner who leases or renews a lease shall, within 30 days shall:
  - (a) notify the corporation that the suite 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 in the Condominium Act 1998 and its regulations.
  - (c) provide the lessee with a copy of the declaration, by-laws, and rules of the corporation.
- (2) If a lease of a suite is terminated and not renewed the owner shall notify the corporation in writing.
- (3) The corporation shall maintain a record of the notices it receives under this section.

Please complete the Form 5 attached if and when you lease your suite. Kindly remit the form to your property management office.

### **INSURANCE**

It is advisable to obtain insurance. The corporation's insurance does not cover a number of items within your suite. We recommend that all owners obtain insurance as follows:  
\$ 1,000,000 liability insurance, contents insurance, betterments and improvements insurance, loss assessment and contingency insurance. If you are renting your suite we suggest that you obtain coverage to cover your contents liability and betterments and improvements.

Individual unit owners might be responsible for the cost of the damage or loss that is below Corporations' deductible. A contingency policy is available which covers the corporation's deductible. Kindly speak to your insurance broker.

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

### **DISHWASHER**

Do not use metal or metal trimmed pots or glasses or metal foil in the dishwasher. The dishwasher must not be used to dry garments as fire may result.

### **REFRIGERATOR**

Your refrigerator may have one or two controls that let you regulate the temperature in the freezer and refrigerator compartments (one control with the manual defrost models and two with the frost -

free models). The refrigerator's control is a thermostat, which measures and regulates the compressor's running time.

The freezer control balances the amount of cold air between the freezer and refrigerator compartments. The freezer section should be defrosted when frost is ¼" thick or whenever it interferes with the storage capacity.

- Turn the temperature control to "OFF". Clear the freezer of items. Wait for the ice to melt.
- Large pieces of ice will loosen and may be removed by hand. Do not use an ice pick or knife.
- Never use an electronic kettle or heater or salt solution or any other electrical appliance to assist in the defrosting process.

### **STOVE**

Allowing a build-up of spilled food on burners or in the oven could damage the stove and result in costly repairs. We recommend that you obtain a good quality oven cleaner. Immediately following the cooling of the oven the product is to be applied and the spillage removed as soon as possible. This will avoid permanent damage.

Do not leave cooking unattended for even a few seconds. Needless fires happen when oil is left heating on a stove. Do not use the oven for drying garments. Do not use the stove for heating your suites – the elements will burn out. Do not put foil wrap under burners on the top or in the stove. This will cause the elements to burn out at a rapid pace and will cause shortening out. **As oven-cleaning products are corrosive, please follow product directions closely.**

### **KITCHEN FAN**

To minimize the transmission of the cooking odours from your suite to the common corridor and to reduce grease build-up on kitchen surfaces, always use your kitchen exhaust fan while cooking and for approximately half hour afterwards. The metal filter should be removed and washed in a dishwasher periodically.

### **DRYER**

Clean the lint from the dryer door and ceiling lint traps each time you use your dryer. Periodically clean lint build up around the drum. Clothes take longer to dry with clogged lint traps and there will be excessive humidity and heat that may damage the dryer motor and switches. Turn on the room exhaust fan to help filter moist air to the exterior. If the humid and moist air remains in the room, you may see signs of mildew build-up. Shoes being put in the dryer may cause damage to your drum.

When not using the washing machine, shut the valves OFF to avoid flooding. Periodically inspect the washer hoses for signs of wear and tear and possible loose connections. Hoses that break can cause substantial damage to your suite and other suites below. Replacement hoses require 250 PSI working pressure and 1,000 PSI burst pressure. Do not overload the washer. Load the drum evenly or the washer will vibrate excessively.

**Do not leave your suite unattended while appliances are operating. Although the appliances are all top quality, there is a remote possibility that a leak or electrical short may occur and if unsupervised a flood or fire may result.**

## **ELECTRICAL**

Your electrical panel circuit breakers are located on a bedroom or entry wall. Each breaker is identified. In an electrical failure, first, check for a "tripped" breaker in the "off" position. To reset push the breaker all the way "off" and then "on".

Your main breaker that supplies electricity to your in-suite panel is located in a corridor electrical room. It is unusual for this break to trip. If this breaker trips, your suite would be totally without power. If your suite is totally without power, please check to see if the power supply to the building has failed. If other neighbours have lost power or the emergency hall lights are on then the building has lost power. If unable to determine the problem, please contact the concierge or management office to investigate for you or to advise you.

**YOU MAY HAVE TO REMOVE THE FRONT PANEL OF YOUR HEATING, VENTILATION, AND AIR CONDITIONING UNIT TO PRESS THE RESET BUTTON TO RESTART YOUR HVAC UNIT AFTER A LOSS OF POWER.**

## **SHOWERS**

Do not shower without ensuring curtain or door is tightly closed at all shower edges, to avoid water damage to suites below. Ensure that any water that escapes to a floor is wiped up promptly. Ensure the bathroom fan is turned on whenever showering. Bathrooms and a kitchen may share the same exhaust fan, in which case all fan switches must be turned off to turn off the fan. By turning on your exhaust fan, the humid and moist air will be exhausted to the exterior and will eliminate the build up of mildew. We suggest the bathroom door be kept closed while showering, as the moist air may interfere with the operation of your smoke detector.

Should you see any cracking, water dripping or sagging of ceilings or walls in the bathroom area, report the problem immediately to management staff. We suggest, as a preventative measure, that periodically the caulking and tile grout be removed and renewed. This will help prevent leaks into suites below.

## **WATER SHUT OFF VALVES**

Please familiarize yourself with the location of all water shut off valves to your appliances. Please note that there is also water shut off valves in the walls typically located behind kitchen and washroom cabinets that are operated with a key that is inserted through an opening in the drywall.

## **DO NOT COVER OVER THESE VALVE KEY ACCESS HOLES**

Should these valves leak in the future it will be necessary for you to open up the drywall to make a repair. It is recommended that when you do that you install an access panel door.

## **WATER LEAKS**

In order to avoid possible water damage to suites below, spills should be mopped up immediately and leaks repaired promptly. Repair leaking taps immediately as wasted water will increase utility costs. If water enters your suite, contact the management staff or the concierge immediately to keep damage to a minimum.

## WINDOWS

**Never leave the outer slider of any window open when not at home or during a rainstorm.** It is this outer slider that provides protection from water, not the inner one. The thermal windows in your suite will reduce noise, heat loss on cold days and heat gain on hot days.

Ensure both inner and outer windowpanes are completely closed. For more efficient heating or cooling, you should typically keep the windows closed and use the exhaust fans to expel stale air. The exhaust fan will bring in fresh air from the corridor that is supplied through the building ventilation system. Do not remove the window safety stop that limits window openings to four inches, under any circumstances. City by-laws require them. For information on condensation and window icing problems, see the humidity section on page 14.

No awnings or shades may be erected over or outside of the windows or balconies. Nothing may be placed on the outside of the windowsills or projections of any suite. Nothing may be thrown out of the windows or doors of the building or from the balcony terraces. No mops or brooms, bedding etc. shall be shaken from any window or door. No sign or advertisement may be placed on the inside or outside of any window or common element.

**Owners are allowed to only install white or off-white window coverings or window coverings with white or off-white backing facing the exterior.**

## SATELLITE DISHES

The Condominium Declaration prohibits the installation of any antennae, aerial, satellite dish or similar structure to be fastened to the common elements except in connection to a common building system.

## BALCONIES AND EXCLUSIVE USE AREAS

Balconies and exclusive use areas shall not be used for the storage of any goods or materials.

Only seasonal furniture is allowed on balconies and exclusive use areas. All such items shall be safety secured in order to prevent such items from being blown off the balcony or exclusive use areas by high winds.

## CARPET

Proper care must be taken to ensure fluids are not spilled on the common area carpet. Any stains or damage will be the resident's responsibility. We urge you to double bag any garbage, which may leak and cause damage prior to carrying it through the common elements. Should an accident occur we request that you contact the concierge without delay as your staff is equipped with special cleaning products that may remove the stain without causing permanent damage. In order to properly clean the area it is essential that the spill be lifted as quickly as possible.

To keep your carpets looking new, follow three simple steps:

**Avoid soil accumulation.** Use wipe off mats at building entrances to keep outside soil from being tracked in. You may also wish to relocate your furniture periodically to allow for even traffic distribution



**Vacuum Regularly.** Most soil, even dust, is in the form of hard particles. When left in the carpet these gritty and sharpened particles deteriorate the carpet pile. Regular and thorough vacuuming will remove them. You cannot over vacuum a carpet.

**Remove spills immediately.** Anything spilled on a carpet should be cleaned up promptly. Spilled materials will stain or discolour the carpet or increase soiling if left unattended. For suggested spill removal procedures please consult with your manufacturer's recommendations, conduct an Internet search, or consult with a local carpet supplier.

To avoid the potential of a trip hazard, we suggest that the area where the tile meets the carpet be inspected and loose edges be secured.

Many good carpet cleaning products and systems are on the market, but none of them come with the experience and the knowledge of a professional carpet cleaner. If you decide to clean the carpet yourself, always read and follow the directions of the cleaner and machine maker. Don't improvise. Mix all solutions per directions – more is not better. Remove furniture if possible. If it cannot be removed use plastic protectors under legs to prevent staining.

### **COUNTER TOPS**

For general cleaning use a soapy cloth. For stubborn stains use a household solvent, rinse thoroughly with clean water and polish dry. For a high lustre use a good grade of lemon oil. Polish high gloss tops occasionally with glass wax or liquid car polish to mask superficial scratches. Do not use steel wool or abrasive cleaners. Avoid leaving water or damp cloths on the surface as this may cause glue failure. As a preventative measure we suggest that the caulking and silicone be replaced on the area around the sink and at the joints where the counters are glued.

### **CABINETS**

Clean with a damp, soft cloth and dry immediately. Wood doors should be cleaned in the same fashion. Following cleaning, apply a light coat of high quality liquid or paste furniture wax. Do not use detergents, strong soap, abrasives or self-polishing waxes on your cabinets.

Tighten loose hinge screws. Although shelves are treated with a water-resistant topcoat, water or other liquids left on the surface for a prolonged period of time may stain or bubble the surface.

Most cabinets and counter tops are manufactured with particleboard core that absorbs water and swells. It is only the plastic surface coating that protects the particle wood from moisture. The edges of this particle wood core are not protected with a plastic coating. Water that is allowed to seep into joints and edges of cabinetwork and countertops will swell the particle wood. That is why it is strongly recommended to repair all water leaks, to clean up spills as soon as they occur, and to maintain the caulking seals at the edges of sinks and counter tops.

### **BARBEQUES AND SAFETY**

No storage of any combustible or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements.

No propane or natural gas shall be kept in the units or exclusive use common elements.

No barbecues may be used indoors or on balconies or exclusive use common areas.

No owner or occupant shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire, or with the regulations of the Fire Department, or with any insurance policy carried by the Corporation, or any owner in conflict with any of the rules and ordinances of the Board of Health , or with any status or municipal by-law.

### **RECREATION CENTRE**

#### **FACILITIES AND EQUIPMENT ARE USED AT YOUR OWN RISK**

The developer, the condominium corporation, and the property management company and their principals, representatives and employees, are not responsible for any injuries sustained while using the recreation amenities.

**RECREATION CENTRE HOURS ARE AS FOLLOWS: 5:00AM TO MIDNIGHT**

**In the interest of safety, security and the welfare of children, children under the age of 16 must be accompanied and under the supervision and responsibility of a resident aged 18 and older.**

### **GUESTS**

A resident may host a maximum of two guests, including children at one time. The resident must accompany guests at all times. As a resident you are responsible for your guests actions in the building and the recreation center.

If you find that you are the last one to leave, please ensure the lights and stereo if present are turned off.

### **CHANGE ROOMS AND LOCKER AREA**

Lockers have been provided for your use. Please bring a lock with you. No articles are to be left overnight in the area. Contents will be removed and if not claimed after 30 days will be disposed of.

For safety reasons, we request that you refrain from usage of powders as they can create a slip hazard. We also request, for hygienic reasons, that there be no shaving in this area.

### **EMERGENCY PROCEDURES**

For ambulance call 911

When calling outside emergency services, use the appropriate address.

228 or 230 QUEEN'S QUAY WEST

## **NORTH WEST CORNER OF QUEENS QUAY WEST AND LOWER SIMCOE STREET**

This section outlines procedures and responsibilities for residents and building personnel in a fire emergency.

The safe and orderly evacuation of all personnel in the building is of paramount importance. The following procedures are intended to achieve this goal in the event of a crisis, not only from fire, but also from any other physical emergency. Please familiarize yourself with the nearest fire exit to your home.

The complete *co-operation* of each person is *mandatory* if the plan is to be successful.

High – rise apartments are considered to be safer from the spread of fire than the average single-family dwelling. The building has been constructed of fire resistive materials. Solid masonry walls and floors inhibit the spread of fire from suite to suite. During a fire emergency, the stairwells are pressurized to keep smoke out.

You are reminded not to do or permit anything to be done in your suite or to bring or to keep anything, which will in any way create a risk of fire. For safety reasons, we recommend artificial, non-combustible Christmas trees be used.

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 or use lamp wire for permanent wiring. Do not overload outlets with multi-plugs. Always use ashtrays for cigarettes and ashes. Never smoke in bed. Do not use fuses in your stove of higher amperage than specified. Do not use open flames. If you douse a candle make sure it is in a candle base that has a glass shade. Do not leave a candle unattended.

**Handicapped persons who require assistance if evacuation becomes necessary should advise management staff. There is a fire code requirement to keep a current evacuation list available for fire department personnel.**

### **DO I LEAVE THE BUILDING TO SAFETY OR IS IT SAFER TO STAY WHERE I AM?**

The policy of the Ontario Fire Marshal's Office is that it is best to be outside of the building in a fire situation. If you choose to leave the building, do it as soon as possible. When you hear a fire alarm, you must make up your mind right away whether to leave the suite or stay. Leaving in 20 minutes or so, may be too late since smoke, which contains poisonous gases, may have filled the corridor or the stairwell.

To assist you in understanding what to do in the event of a fire, and/or the sounding of the fire alarm, we recommend the following:

#### **IF YOU DISCOVER A FIRE**

- Leave the fire area. Take your keys.
- Close all doors behind you.
- Activate the fire alarm. Use a pull station beside the nearest stairwell exit door.
- Use exit stairwells to leave the building immediately. **Do not use the elevators.**
- Telephone 911. Ask for the Fire Department. Never assume that this has been done. Know and give correct address and location of fire in the building.

### **IF YOU ARE IN A SUITE AND YOU HEAR AN ALARM**

- ❑ If you find no fire or smoke, take your keys, close the door behind you and leave the by the nearest stairwell exit.
- ❑ If you encounter smoke in a corridor or stairwell, consider taking another stairwell that may be clear or return to your suite.

### **IF YOU CANNOT LEAVE YOU SUITE BECAUSE OF FIRE OR HEAVY SMOKE, REMAIN IN YOUR SUITE AND:**

- ❑ Close the door.
- ❑ Unlock the door for possible entry of fire fighters.
- ❑ Dial 911 and ask for the Fire Department. Tell them where you are.
- ❑ Seal all cracks where smoke can get in by using wet towels or sheets.
- ❑ Crouch low to the floor if smoke enters the room.
- ❑ Move to a balcony and close the door. It gets you outside of the building.
- ❑ Wait to be rescued. Remain calm. Do no panic or jump. Wave a sheet to signal fire fighters.
- ❑ Listen for instructions, which may be given by authorized personnel over a loudspeaker.

### **FIRE EXTINGUISHER, FIRE CONTROL AND CONFINEMENT**

If a fire cannot be extinguished or smoke presents a hazard, then close the door to the area to contain the fire. Leave the fire area, notify the fire department and, wait for its arrival.

**NOTE: SUITE SMOKE DETECTORS DO NOT ACTIVATE THE BUILDING FIRE ALARM SYSTEM. TAKE APPROPRIATE ACTION AND ACTIVATE AN ALARM PULL STATION.**

Once a pull station has been activated, the location of the activated pull station is automatically indicated on an annunciator panel monitored by the concierge in the main lobby and by a remote fire alarm monitoring company. They will automatically call the fire department.

The building ventilation systems automatically shut down during a fire alarm, so as not to feed air to a fire.

If you accidentally burn food on your stove, do not open the hall door to clear the air. If will set off the building fire alarm system and the fire department will be needlessly called out. Open your windows, turn on your exhaust fan, and use any other portable fans you have to exhaust the smoke from your suite.

### **FIRE HOSE CABINETS AND EXTINGUISHERS**

Fire hose cabinets are located in the corridor and are equipped with 100-foot hoses. Each cabinet is also equipped with a fire extinguisher. Please familiarize yourself with the location of these cabinets.

## **EMERGENCY POWER GENERATOR**

The building is provided with emergency stand-by power in the event of electrical power loss. A diesel generator is designed to operate one elevator, emergency lighting, fire alarm and detection systems, sprinkler and fire pumps, and stair and elevator pressurization systems.

The emergency generator does not supply power to your suite.

## **ELEVATORS**

All elevators will be brought to the ground floor lobby level automatically. Elevators will stop on the second floor if a smoke detector senses smoke in the main ground floor lobby.

## **FIRE HAZARDS**

In order to avoid hazards in the building, occupants are advised:

- They must not store propane, gasoline or any other combustible material in a locker, balcony or suite.
- Do not put burning or hot materials such as cigarettes and ashes down the garbage chute.
- Not to dispose of flammable liquids or aerosol cans in the garbage chute.
- Never to force cartons, coat hangers or bundles of paper into the chute because it may become blocked.
- To avoid deep fat frying, too much heat, unattended stoves and loosely hanging sleeves.
- Not to use faulty appliances, frayed extension cords, lamp wire for permanent wiring, and over-loaded outlets.
- To use ashtrays and never smoke in bed.
- Not to leave articles, such as shoes, rubbers, mats, etc in the building halls.

## **EVACUATION PROCEDURES FOR HANDICAPPED PERSONS**

Persons who require evacuation by fire department personnel should advise building management staff. The Ontario Fire Code requires that a current list be kept available. The following information is to be recorded: name, suite number, telephone number, and type of disability.

## **HUMIDITY AND CONDENSATION**

Condensation and moisture is common homeowners complain. The following has been provided for your information in hopes to reduce frustration. To reduce condensation problems to a minimum, the following chart of outside air temperature to indoor relative humidity shows optimum humidity.

Inside Relative Humidity for 21 degrees Celsius with Double glazing

### **OUTSIDE AIR TEMPERATURE**

-28 degrees C or below  
-28 degrees C to -23 degrees C

### **INDOOR RELATIVE HUMIDITY**

Not over 15%  
Not over 20%

-22 degrees C to -17 degrees C	Not over 25%
-16 degrees C to -12 degrees C	Not over 30%
-11 degrees C to -6 degrees C	Not over 35%
-5 degrees C to 4 degrees C	Not over 40%

Cold winter temperatures increase condensation in your suite. Considerable amounts of moisture are produced by normal household activities such as cooking and bathing, and cold air will not hold as much condensation as warm air.

Humidity can be beneficial, but only up to a level of about 30 to 35%. Above this level, condensation begins to appear on the innermost surface to double paned windows on cold days. In very cold weather, the humidity levels will need to be even lower (20 to 30%) to avoid condensation. If condensation is left unchecked, in extreme cases, peeling paint, mildew on walls, carpet or floor damage and odours may result.

### **HUMIDITY AND MOULD**

Mould growth often starts in the corners of rooms and is frequently a result of a combination of humidity and poor air circulation causing pockets of stagnant air.

There are many sources and causes of mould growth – all require damp conditions often caused by excessive humidity. Mould growth usually grey-green, black or brown colour, first appears as spots or patches and may spread to form a furry layer. On paint, mould may appear as a pink or purple discolouration.

### **CONTROLLING HUMIDITY**

To control humidity in your home, the following steps should be considered:

1. Limit boiling kettles and cooking that produce considerable water vapour and use your exhaust fan.
2. Close your bathroom door; use the exhaust fan for showers and baths. Limit the duration and temperature of a shower. It also has the added benefit of conserving energy and water.
3. **Do not weather strip doors.** The building corridors are pressurized to ensure fresh air enters your suite to replace air expelled by your exhaust fans. Due to this airflow, you will notice a draft.
4. Opening a window for a few minutes will provide ventilation to reduce excess humidity. During the heating season, do not leave windows open when unattended.
5. Refrain from using a humidifier. Use an aquarium cover.
6. Refrain from over watering plants.
7. Leave the fan on in the heating / cooling unit during extreme cold weather to help air circulation.
8. Avoid hanging wet clothes in your suite. Ensure the clothes dryer lint trap is clean and free of dryer lint. Ensure exhaust fans are operating while doing your laundry.
9. Circulation of air is important. Keep drapes and blinds open as much as possible so the air can circulate over the windows. If necessary you may open your windows to reduce localized condensation.

Remember, it is the homeowner's responsibility to use your ventilation system properly to protect your home from stale air and moisture damage.

## **HEATING, VENTILATION AND AIR CONDITIONING UNIT**

### **MAINTENANCE INSTRUCTIONS**

**IF THERE IS A LOSS OF POWER TO YOUR HEATING, VENTILATION, AIR CONDITIONING UNIT, YOU MAY HAVE TO REMOVE THE FRONT COVER PANEL AND PRESS THE RESET BUTTON INSIDE TO RESTART IT.**

Your suite is equipped with a heat pump system attached to piping connected to central heating boilers and a cooling tower. In your system a fan blows air over a coil with water passing through it. As the air passes over the coil it is heated or cooled and dehumidified before discharging into the room. A thermostat controls room heating or cooling as required.

The heating/cooling unit is the owner's responsibility. The owner should hire a technician to change air filters, clean, check the condensation drip tray and drain hose, check the operation of his/her compressor and do necessary adjustments. It is absolutely essential that your unit be maintained properly throughout the year. If not maintained properly, damages may be caused to your suite and adjoining suites that would be your financial responsibility to repair.

### **CRIME PREVENTION TIPS FOR RESIDENTS**

When answering lobby Enter phone calls, be sure you know who is there, and allow entry only when you are certain of identity.

Do not open the door unless you know a person is a resident.

If in doubt about entering an elevator with someone - **don't**.

If in doubt about someone in an elevator, get out and go to the nearest suite door.

On leaving an elevator, make sure you are not followed to your suite.

Ensure good control of suite keys. Make sure you have a spare key in case you lose your key.

When leaving your suite, secure balcony doors and windows

Advise a management staff or the concierge of any suspicious activity around the building.

When parking outdoors, park in well-lit areas.

Advise the management staff of defects, lights out, etc.

Broken or damaged locks, doors, gates, windows, etc, should be reported to the management office.

Be aware of unauthorized persons loitering in underground parking garages. If in doubt, lock your car doors.

When entering and leaving the building and grounds please ensure that all doors are closed and locked behind you.

Residents should keep the doors to their suites closed and locked at all times.

Lock all your car doors and windows. Keep valuables out of sight. Have your keys ready to enter the building.

This is by no means an exhaustive list of tips to reduce your chances of becoming a victim. Always use good common sense and be alert, to reduce your risk.

### **WAYS TO SAVE ENERGY AROUND YOUR HOME**

- Close your blinds and drapes during the day to reduce solar heat gain in the summer and open your blinds and drapes during the day to increase solar heat gain in the winter.
- Conversely, open your blinds or drapes at night to increase heat loss during the summer and close your blinds and drapes during the night to reduce heat loss in the winter.
- Operate exhaust fan in the evening or night to bring in cool air from the corridor during the summer and turn off exhaust fans in the evening or night to prevent intake of cool corridor air in the winter.
- Conversely, turn off exhaust fans during the day to prevent the intake of warm air from the corridors during the summer and operate an exhaust fan during the day to bring in warm air from the corridors during the winter.
- When away from home for extended periods of time set your thermostat at:
  - 10 degrees C or 50 degrees F in winter
  - 28 degrees C or 81 degrees F in summer

To determine temperature limits for your household plants consult a horticulturist or the supplier's recommendations. Similarly, for pets, consult a veterinarian, supplier's recommendations or reference material.

- Use bathroom and kitchen exhaust fans to quickly remove excess moisture.
- Use ceiling fans to circulate air. It cools you and reduces the need for air conditioning.
- Turn off lighting not required.
- Use fluorescent tubes or compact fluorescent light bulbs. They last 16 times longer than incandescent light bulbs and use only 30% of the energy.
- Use timers for indoor and outdoor lights to limit electricity use to times when needed.
- Use a toaster oven or microwave whenever possible to minimize baking, boiling and frying. Both use less energy than a conventional oven.
- Replace washers or cartridges on dripping taps. One drop a second wastes up to 96 liters a month.



- Clean your air filters to maintain the efficiency of your heating/cooling unit, exhaust fans and clothes dryer.
- Use dimmer switches to reduce energy consumption and provide attractive lighting.
- Lower your thermostat to 20 degrees C (68F). Every degree above this setting increases your heating costs 5%.
- Set back your thermostat at night when sleeping and during the day when you are away.
- Set your clothes washer for low water level fill and do cold washes.
- Set your clothes dryer to dry your clothes to a slightly damp condition for ironing and hanging.
- Purchase appliances with low energy consumption ratings.
- Use a Jacuzzi thermal cover.
- Limit the duration and temperature of your showers.

Date: \_\_\_\_\_.

TSCC 1536

**OWNER INFORMATION SHEET**

The following information is required by the corporation for the purpose of carrying out the objectives and duties of the Corporation in managing the assets on behalf of the owners and shall be used for that purpose only.

Suite Number: \_\_\_\_\_

Owner (s) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: (Res) \_\_\_\_\_ (Bus) \_\_\_\_\_

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

**If Unit has been leased, complete the Summary of Lease or  
Renewal Form '5' and return to the office**

**RESIDENT INFORMATION**

Occupants' Name (s) \_\_\_\_\_

Telephone Number: Res: \_\_\_\_\_ Bus: \_\_\_\_\_  
(If different from Owner)

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

Level	Parking Space	Make / Year of Vehicle	License Number
-------	---------------	------------------------	----------------

\_\_\_\_\_

Locker Number: \_\_\_\_\_ Level: \_\_\_\_\_

In Case of Emergency Contact:

Name: \_\_\_\_\_

Telephone Number: Res: \_\_\_\_\_ Bus: \_\_\_\_\_

Would you require assistance in an emergency? YES \_\_\_\_\_ NO \_\_\_\_\_

Type of Disability: \_\_\_\_\_

Access Card Number (s): \_\_\_\_\_

Remote Control Number (s): \_\_\_\_\_

Do you have pets? If yes, type and description: \_\_\_\_\_

Notices to be given to the owner are sent by fax or electronic mail? YES \_\_\_\_\_ NO \_\_\_\_\_

SIGNATURE (OWNER): \_\_\_\_\_ (RESIDENT): \_\_\_\_\_

**Form 5**  
Condominium Act, 1998  
SUMMARY OF LEASE OR RENEWAL  
(Claus 83 (1) (b) of the Condominium Act, 1998)

**TO: THE RIVIERA CONDOMINIUM**

This is to notify you that:

(Strike out a) or b) whichever is not applicable)

- a) A written or oral (strike out whichever is not applicable): lease, sublease, or assignment of lease.
- b) A renewal of a written or oral (strike out whichever is not applicable): lease, sublease, or assignment of lease.

Has been entered into for:

Dwelling Unit (s) _____	Level _____
Parking Unit (s) _____	Level _____
Locker Unit (s) _____	Level _____

On the Following terms:

Name of lessee(s)/sub lessee(s)/assignee(s): \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail: \_\_\_\_\_

Commencement Date: \_\_\_\_\_ Termination: \_\_\_\_\_

Option(s) to renew: (Set out details. Ile. First option commencement date) \_\_\_\_\_

Rental Payments: \_\_\_\_\_  
(Set out amount and when due)

Other Information: \_\_\_\_\_  
(At option of the owner)

**I (We) have provided the above- designated lessee(s)/sub lessee(s) with a copy of the declaration, by-laws and rules of the Condominium Corporation.**

I (We) acknowledge that, as required by subsection 83 (2) of the Condominium Act, 1998, I (We) will advise you in writing if the above - designated lease/sublease/assignment of lease is terminated.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200

\_\_\_\_\_  
(Print name of Owner) (Signature of Owner)

\_\_\_\_\_  
(Print name of Owner) (Signature of Owner)

(If a corporation, affix corporate seal or add a statement that the persons signing have the authority to bind the corporation)

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_



TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1536  
228 / 230 QUEENS QUAY WEST  
TORONTO ON - M5J 2X1  
416-585-2666

Dear Residents of the Riviera,

Re: Heat Pumps

According to the Condominium's Declaration the individual suite owners are responsible for maintaining and repairing the heat pumps within the suite.

While filter changes and HVAC maintenance are an in-suite responsibility, the Corporation has decided to undertake an annual program this year to assist owners/residents in ensuring that our in-suite ventilation systems have a yearly cleaning. During this preventative maintenance, the following steps will be taking place: Filter changes, complete and through cleaning of the interior of the heat pump and inspection of heat pump.

Here is a summary of interesting facts about the heat pump:

- The heat pumps were commissioned and started up at the end of 2003
- Installing a high efficiency filter in the heat pump may cause the units to shut down due to the compressor having to work harder and not getting enough air.
- Compressors will also shut down if the filter is not changed on a regular basis.
- The Heat pumps were designed to operate with a specific amount of airflow in the units.
- It is recommended that the filter be changed quarterly; some filters can affect the amount of air flow.
- It is also recommended to have the fan motor lubricated on a quarterly basis.
- The condensate drain pan should be checked and cleaned and flushed as required.
- It is the general experience that heat pumps have a typical life expectancy of 3 to 5 years for the compressor; the replacement cost is approximately \$2,000.00.

Common Question:

Why is there is no heat coming from the heat pump?

- A. Check the filter, the filter needs to be changed at least every three months and it can affect the heating output of the unit.
- B. Turn the thermostat to the 'off' position; go to the breaker panel within the suite (often found in a closet), find the breaker marked 'heat pump', turn the breaker off and wait 30 to 60 minutes, then turn the breaker back on. Then go back to the thermostat and turn to the 'heat' position.  
If that does not work, you may need to contact a service company. The Management Office recommends a company that is familiar with heat pumps:

Cynergy Mechanical 416-749-2200.

## Owning and Living in a Condominium

The term CONDOMINIUM applies to a type of property ownership rather than to any distinct particular style of building. The term "CONDOMINIUM" doesn't refer in any way to the physical structure of the building or building complex. Residential condominiums, which now account for one out of every three new homes built in Ontario, can be either high-rise or low-rise apartment style units, townhouses, (some known as freehold condominiums), detached houses, stacked townhouses – any configuration of housing you can imagine. Non-residential condominiums can be industrial, commercial or retail. What makes them "CONDOMINIUMS" is not their physical structure but the way in which owners have agreed to share the ownership of the common elements of the property, while retaining individual ownership of parts of the property, which constitute their units.

The condominium property is made up of the units and the common elements. Those parts of the property that are not specifically designated, as units are known as common elements. Accordingly, condominium ownership has a dual nature; a condominium unit owner has freehold title to his or her unit and, at the same time, shares jointly with other unit owners, the ownership of the common elements. The unit owners share the cost of operating the property through the payment of their share of the common expenses.

The *Condominium Act, 1998*, which became effective **May 5, 2001**, governs the ownership of both residential and non-residential condominiums in Ontario. This booklet is designed for the residential unit owner:-

The *Condominium Act, 1998* contains transition provisions. These provisions, which are discussed later in this booklet, do not apply to condominiums, where at least one agreement of purchase and sale for a unit was entered into prior to May 5, 2001.

The *Act* is divided into several parts:

- the development of condominium corporations;
- the types of developments permitted;
- the sales of condominium units; and
- the governance of condominiums and the ownership of a condominium.

### What Is A Condominium Corporation?

A condominium corporation is a method of property ownership. It is created solely to manage the affairs of the condominium corporation. A condominium's affairs are regulated by the *Condominium Act* and documents known as the *Declaration, Description, By-laws and Rules*.

The *declaration* is the equivalent of the constitution of the corporation. It outlines the division of ownership within the corporation by identifying the units, the common elements and the exclusive use common elements, if any. It also sets out the percentages of ownership each unit has in the property and the percentage that each unit contributes to the monthly common expenses. The *declaration* will also indicate which costs will be the responsibility of the corporation and paid for by the owners' contributions to the monthly common expenses. The *description* is a detailed plan of the boundaries, layout and location of the units, common elements and exclusive use common elements in the condominium.

The *by-laws* of the corporation indicate how the corporation will be organized. They deal with matters such as the Board of Directors, the officers of the corporation, the conduct of meetings, the collection of common expenses, occupancy standards, insurance deductibles, and other

matters as permitted by the *Condominium Act, 1998*. *By-laws* are made by the Board of Directors and approved by the unit owners.

There are also *rules* of the corporation, which regulate the owners' day-to-day living environment. The Board of Directors makes the *rules*. The owners must receive notice of the *rules* and have a right of veto and can amend or repeal them. The initial condominium documents, the *declaration, description, by-laws and rules* are prepared by the developer.

The primary purpose of the condominium corporation is the maintenance of the condominium property. *The Condominium Act* provides standards regarding the keeping of records and the conduct of business. The *Act* and the *by-laws* outline in greater detail procedures to be followed by the corporation, including the calling, holding and conduct of general and special meetings, as well as the election, removal and replacement of directors.

Owners and residents are required to comply with the documents, which govern a condominium corporation. The corporation or individual owners may enforce the *Act, declaration, by-laws* or *rules* either through mediation and/or arbitration or in some circumstances by going to court. The *Act* also provides, through an oppression remedy, the right to apply to a court where an owner believes that his or her rights have been unfairly affected by the conduct of either the Board of Directors or other unit owners.

### **Who is responsible for what?**

All condominium projects consist of two parts: the *unit*, which is individually owned; and the *common elements* which are shared and jointly owned by all the individual owners. Some common elements are created as exclusive use common elements, such as balconies and patios etc., which are owned by all the owners but are for the sole use of one or more units. The *declaration* and/or the *description* of the condominium corporation describe these in detail.

The contents of *declarations* can differ. Areas designated as common elements in one condominium corporation might be parts of individual units in another. Most often the unit is defined by its surrounding walls; however, in some cases the unit includes additional areas such as front and back yards (these are known as "Freehold condominiums"). Such distinctions can be important when it comes to the question of payment for window-washing service or repairs to the exterior brick or roof of a condominium townhouse.

A typical residential unit in an apartment style condominium project consists of a living room, kitchen, dining room, bedrooms, bathrooms, entranceway hall and closets. Townhouses and detached units might include basements, garages and front or back yards as well. The unit is the property of the owner and the unit owner is usually responsible for its maintenance and/or repair.

The *common elements* are the parts of the development outside the individual units. These can consist of corridors, lobbies, and elevators, and mechanical and electrical systems in apartment style condominium projects as well as recreational facilities, parking areas, the grounds and structural parts of buildings. Their maintenance and repair are normally the responsibility of the corporation.

The *exclusive use common elements*, may be maintained and/or repaired by either the owner or owners who have their exclusive use or the corporation, depending on what is provided in the *declaration*. Generally, balconies, parking spaces, storage lockers and lawns in townhouse condominiums are exclusive use common elements; and the cost of their maintenance may be shared by all owners or may be paid by the owner entitled to their exclusive use. Since each

developer has the right to determine what part of the property will constitute the units and exclusive use common elements, every condominium may be slightly different.

### **Is there any warranty on my property?**

Yes, the **Ontario New Home Warranty Program (ONHWP)** provides protection for condominium buyers of newly constructed residential units. However, the ONHWP does not apply currently to properties which are renovated or built on existing foundations. There are two ways in which the ONHWP provides protection.

It guarantees the buyer that any deposit or down payment made by the purchaser of a new condominium unit up to a maximum of \$20,000 will be returned if the developer is unable to complete the transaction. It warrants the construction of the units from the date of occupancy, and the common elements from the date of registration, for one year against most defects... for two years for the mechanical and electrical systems, the building envelope and water penetration... and for seven years against major structural defects.

In addition, there is a warranty for substitutions of key elements in the unit made by the developer without the consent of the purchaser. For further information on what rights you have under the Warranty Program you can contact them at **416.229.9200** or [www.newhome.on.ca](http://www.newhome.on.ca).

### **What is a reserve fund?**

A reserve fund is a separate trust account which all condominium corporations are required to establish. A portion of the common expenses paid by the owners is transferred monthly to this account. The reserve fund is the unit owners' savings for the major repair and replacement costs of the common elements which occur as a building gets older.

The contributions made to the reserve fund must be based on a reserve fund study which will establish the amount the Board of Directors must ensure is contributed. Under the *Condominium Act*. All condominiums must carry out a reserve fund study. If the reserve fund is inadequate, the Board is required to develop and implement a plan to 'top it up'.

A healthy reserve fund is a sign of a financially healthy condominium corporation. Where the reserve fund is low, it may be because the corporation has done a lot of work recently and the corporation is starting to rebuild its fund. If the low figure in the reserve is not the result of major work having been recently completed, or if the information accompanying the status certificate indicates that there is significant work which must be done and the amount in the Reserve Fund appears inadequate, then you should do further investigation.

### **Who manages the property?**

Usually, a property management firm, under the direction of the Board of Directors, runs the day-to-day affairs of a condominium corporation. Some condominium corporations are self-managed. The Board is responsible for carrying out the obligations of the Corporation as set out in the *Act*, the condominium documents (*declaration, by-law and rules*) and any agreements to which the corporation is a party

While a property management firm under contract to the corporation normally makes the day-to-day management decisions, final authority for policy decisions rests with the Board of Directors of the corporation.

Directors are elected and can be removed by the owners. A director's term is usually three years.

If the condominium corporation is unhappy with the agreements entered into by the developer on behalf of the condominium corporation, the *Condominium Act* permits the Board of Directors and/or the owners to terminate these agreements, with a few exceptions.

### **Do I have a say in what happens in the condominium?**

You have the right to participate in the affairs of the condominium corporation.

Decisions made by the Board of Directors will directly influence the use of common elements and what you can do with your own unit. For this reason, you should be well-informed about what is happening in your corporation. The condominium corporation provides that some decisions are the sole responsibility of the owner-elected Board but others must be approved by a vote of the unit owners.

The *Act* contains provisions designed to allow unit owners a voice in the running of the corporation, even where the developer holds ownership of a large number of units. Once 15% of units are owner-occupied, the owners of these units have a right to elect a representative to the Board. Once title to 51% of the units is transferred to the purchasers by the developer, a meeting to elect a new Board of Directors to replace the developer's Board and to complete a 'turn over' of Corporation documents must be held.

In addition, *the Condominium Act, 1998* ensures that all the condominium records are available for examination by any purchaser, owner or mortgage lender. Money paid by owners towards common expenses must be held in a separate operating trust account in the name of the condominium corporation.

### **Who gets to vote?**

To determine who is eligible to vote, the corporation keeps a register of owners and mortgage lenders. This register lists the owners' and/or mortgage lenders' names and addresses for delivering notices. Each owner, provided he or she is listed in the register, and he or she is not in arrears of common expenses for more than 30 days prior to the date of the meeting, has a right to be counted in the quorum and vote at owners' meetings. It is every owner's responsibility to ensure that his or her name is included in the corporation's register. If it is not included, the owner will not be entitled to receive notices, attend or vote at meetings.

When a mortgage is held on a condominium unit, the person or institution holding the mortgage will probably, by virtue of the mortgage agreement, have the right to exercise the owner's voting right, provided the owner and the corporation are notified of the lender's intention to vote 4 days in advance of a meeting. It is, however, most unusual for a lender to exercise its right to vote.

### **How does condominium living affect me as a home owner?**

Condominium living may be very different from your accustomed style of life. Condominium ownership is unlike either regular home ownership or renting. The following items point out just some of these differences.

### **Are there restrictions on what I can do with my unit?**

Yes, a condominium owner's rights of ownership are more restricted than other homeowners. The following examples indicate some of these limitations:



- A condominium owner must abide by all the provisions of the *Condominium Act* the corporation's *declaration, by-laws and rules*;
- No owner may damage or neglect his or her unit. To do so depreciates the value of the condominium property as a whole;
- Most *declarations* for residential condominiums specify that units can be used only for residential purposes in accordance with the zoning by-law and not for commercial purposes;
- Usually the owner is forbidden from any actions, which could threaten the project's insurance coverage (like having a barbecue on the balcony, for example), making any structural changes to a unit or changes to the common elements without the consent of the condominium's Board of Directors.

### **Can I decorate my unit any way I want?**

Every condominium has varying restrictions which are set out in the *declaration* and the *rules* regarding what an owner can do with his or her unit. Usually you will be able to decorate the inside of your unit as you wish but you may not do anything that changes the appearance of the building or the exterior. Some condominiums require that the exterior of all window coverings be white or off-white. Some prohibit laying carpet or tiles on balconies.

Usually you cannot remove a wall, change plumbing fixtures, install appliances or replace flooring without the permission of the Board.

### **Can I make changes to the Common Elements? Can I fence in my garden, install a satellite dish or install a patio?**

If you want to build a fence, install a satellite dish or a patio or make other changes to the common elements, the *Act* requires that you must have the approval of the Board of Directors and/or the corporation depending on the change.

If you wish to change the common elements, you will need the Board's permission. You will also have to meet the requirements imposed by the Board and sign an agreement which sets out your obligations with respect to the change.

Many condominium corporations require that owners, who wish to make more than just cosmetic changes to the interiors of their units, seek permission from the Board of Directors.

### **Can I lease or rent the condominium unit I own?**

Unless restricted from doing so by provisions of the *declaration* and/or the *rules* a condominium owner can sell, rent, lease or transfer the title of his or her unit as he or she chooses. Some corporations do not allow owners to sell or rent parking units to persons who do not live in the building.

An owner who leases his or her unit must give the corporation the name of the tenant(s) and a summary of the lease or a copy of the lease. The owner and the tenant are both responsible to the corporation and the tenant can be instructed to pay common expenses for the unit if the owner fails to do so. If the tenant does pay the corporation, that amount can be deducted from the rent due to the unit owner.

The tenant is bound by all the same documents as the owners. If a tenant does not comply with the *Act* and/or the condominium documents, the condominium corporation can take legal action against the owner and/or the tenant.

### **Can anyone enter my unit without permission?**

The *Condominium Act* states that any person authorized by the corporation may enter any unit on reasonable notice at any reasonable time to carry out its duties. The corporation may correct any condition which violates the corporation's insurance policy or the condominium documents, whether in the unit or on the common elements.

### **Who is responsible for maintenance and repairs?**

Generally, repairs to common elements are the responsibility of the corporation; repairs to the unit are the owner's responsibility. For example, if the swimming pool in a condominium needs resurfacing, the condominium corporation must take care of this, with the cost paid from the common expenses. If a unit owner is responsible for maintaining and/or repairing the unit and/or a portion of the common elements, then the owner is responsible and if the owner fails to do it, the corporation can do it and recover the cost of the repairs from the unit owner.

Maintenance to parts of the common elements which are exclusively used by the unit owner – such as a balcony or a patio, may be the responsibility of the individual owner or of the corporation, depending on what the *declaration* provides.

If repairs must be made inside your unit – if, for example, your sink doesn't drain – the responsibility for the repairs is normally yours. For this reason, it is a good idea, in a new project where appliances have been provided, to find out about the guarantees and warranties. Are you responsible for parts and labour costs? The builder is not responsible for such costs, nor is the corporation.

### **Do I have to get involved?**

You should get involved. You've made an investment in this condominium. The least you can do is attend general meetings and vote on the issues.

In many ways, a condominium community operates much like a small town. Just as a town's local residents elect a town council, so condominium unit owners elect a Board of Directors to take responsibility for the running of the condominium corporation. The condominium corporation works best when there is active interest by all members.

### **I'd like to be on the Board of Directors. What should I do?**

Let the people in your project know that you are interested and the qualifications you have to handle the job. If you are living in a new project, a meeting must be held 42 days after the developer no longer holds majority ownership of the units. A new Board, replacing the developer's Board, will be elected at that time.

The *Condominium Act* requires that there be at least three directors on the corporation's Board. Your corporation's *by-laws* may specify that there are to be more than three directors.

The owners electing the directors do not determine which person will hold which position on the Board (i.e. who is president, treasurer etc.); the elected individuals decide who will hold what position.

Directors may be elected for terms of up to three years and may run for re-election. Ideally, the first directors elected serve staggered terms and thereafter three- year terms. That way, there will always be experienced individuals on the Board.

The members who together own a majority of all the units may remove directors from office by a vote in favour of removal. If removed, the owners will elect other eligible persons to complete the unexpired portion of the removed directors' term. If a vacancy occurs on the Board due to a resignation or death, the *Condominium Act* allows the Board to appoint an eligible individual to fill the vacancy until the next annual meeting. Special rules for election and removal of an owner/occupier representative of the Board apply where more than 15% of the units are owner/occupied. **What is a director's role?**

As elected representatives of the owners, the Board takes responsibility for managing the condominium property and its business affairs. The *Condominium Act* requires that at least a majority of the directors be present for the Board to transact business. Board meetings are generally held on a pre-arranged basis, usually monthly.

Every Board has certain duties, specified under the *Act*. It must ensure that the corporation's monies are held in trust and properly invested, keep the records required by the *Act*, and ensure they are available for inspection. In addition, the Board is responsible for enforcing the provisions of the *Act*, the *declaration*, the *by-laws* and the *rules*.

The *declaration* and *by-laws* of the corporation elaborate on the duties of the Board. In general, the directors are responsible for the upkeep and the maintenance of the project and other business matters, usually by supervising the actions of the property manager.

Directors also have other specific powers as elected representatives of the condominium corporation. They can hire personnel - either individuals or management companies - to maintain the common elements. They can enter into legal contracts and, with the consent of the percentage of unit owners specified in the *Act*, acquire additional property or sell existing property.

Each officer of the Board has a specific function:

- the president presides over Board meetings and leads the Board which is charged with the responsibility for the corporation's affairs;
- the vice-president assists and can substitute in the president's absence;
- the general manager, where there is one, serves as liaison between the Board and the management company;
- the secretary is responsible for the minutes of meetings, giving notices of meetings, keeping the records for the corporation, including the record of owners, mortgage lenders and leases; and
- the treasurer is responsible for expenditures and financial records. Generally, the management company takes care of all day-to-day business affairs of the corporation, reporting to the treasurer by means of financial statements and bank statements.

Since the treasurer and the Board of Directors have ultimate responsibility for the business affairs of the corporation, no management company should be given a free hand with expenditures and it should be reporting regularly on all financial matters. The treasurer and/or one other Board member should be required to co-sign any cheques made out by the property manager. The treasurer is also responsible for overseeing the corporation's annual audit.

**Can I stop making monthly payments if I'm not happy with the Board and management?**

No. You are legally bound to pay the monthly common expenses whether or not you are happy with management and/or the Board of Directors. Common expenses include the cost of insurance, accounting fees, utilities and costs for the physical upkeep of the property.

If you do not make your monthly payments, the corporation can put a lien against your property for the amount owing, together with interest and legal costs incurred. The lender may pay these arrears on your behalf and add the amount to the principal outstanding on the mortgage, but the non-payment of common expenses constitutes default under your mortgage. If neither you nor the mortgage lender pays the arrears, the corporation can sell your unit and collect the amount owing.

If you aren't pleased with how the condominium is run, bring it to the attention of the Board of Directors or raise your concerns at an annual meeting. If the property manager is not fulfilling the terms of the management agreement, the Board can take appropriate action.

### **What makes a good director?**

Directors, although they usually receive no fee for their work, are expected to take on a great deal of responsibility. Their decisions have far-reaching consequences and they are responsible for large sums of money.

It is important that a director possess some expertise in business matters. A working knowledge of the legal intricacies of condominium living would also be a tremendous asset to any director.

To avoid potential personal liability, the *Act* says that directors should seek out and rely on the advice of professionals whose expertise applies to the issues being considered. For example, if the Board of Directors consults the corporation's accountant on a financial issue, or lawyer on a legal issue, and makes a decision based on that professional's advice and the decision results in a loss, the Board members will be protected from personal liability. If however the Board members do not seek the necessary professional advice and make a decision which results in a loss to the corporation, they may not be protected from personal liability, as they may not have met the standard of care imposed upon them by the *Act*.

Board members should receive advice from several sources before hiring a management company, and they should make sure that there is a no-fault 60-day cancellation clause included in such contract. It is wise to seek legal advice on contractual matters since such undertakings can involve large sums of money.

Board members must remember that property managers do not have the engineering, accounting or legal training to qualify them to give engineering, accounting or legal advice.

There are courses available for Board members. Contact your Corporation's lawyer or the Canadian Condominium Institute for information.

For the protection of the condominium owners who must indemnify the directors for actions they might take (unless such actions are dishonest), the condominium corporation is supposed to carry directors and officers liability insurance.

### **What are the responsibilities of the property manager?**

The property manager is an agent of the corporation and, as the name suggests, takes care of the day-to-day management of the property, under the direction of the Board.

On the authority of the Board, the property manager is responsible for collecting and disbursing common expense money. This money which must be held in a trust account, is used to

maintain and repair the property, pay insurance premiums, etc. Cheques issued by the property management company should be co-signed by at least one director of the corporation.

### **When are meetings held and who calls them?**

The first, a general meeting of a new condominium corporation, must be called within three (3) months after a project is registered. After that, the *Condominium Act* requires that annual meetings must be held no more than six (6) months after the end of the corporation's fiscal year.

Annual general meetings are run like the meetings of any other corporation. A chairperson, usually the president, will preside at the meeting and remarks will be addressed to him or her. The chairperson's permission is required to address the floor. Minutes of the meeting must be kept to record the proceedings, including matters put to a vote. Motions will be presented and seconded; each motion will be discussed and put to a vote.

Owners at meetings will receive reports on the condominium affairs, elect directors to the Board, appoint the auditor and vote on any matters for which notice has been given to the owners and mortgage lenders. Members of the corporation will bring forward issues of general concern for discussion.

Attendance at general meetings normally is restricted by the *by-laws*. Usually only owners, their agents and mortgage lenders and guests of the corporation may attend. Others must have approval of the members, or the chairperson of the meeting, before being allowed to attend. Owners who own 15% of the units, have the right to requisition a meeting of the corporation to deal with those matters on which the *Act* gives the unit owners the right of approval, such as new *rules* passed by the Board of directors, removal of members of the Board of Directors and changes to the common elements or assets of the corporation.

### **Who makes up the quorum and who is allowed to vote?**

The quorum for an owners' meeting is 25% of the owners entitled to receive notice and vote at the meeting who are present in person or by proxy. A corporation can however, pass a by-law, after May 5, 2001, to provide that the quorum be 33-1/3%. To determine who is eligible to receive notice and vote, the corporation keeps a register of owners and mortgage lenders. This register lists the owners' names and addresses. Each owner listed in the register on the 20<sup>th</sup> day before the meeting is held is served with notice of the meeting, as required by the *Condominium Act* at the address shown on the register and has the right to vote at members' meetings. Owners who are in arrears of common expenses for more than 30 days prior to the meeting and who do not pay the amount owing in full prior to the meeting are not entitled to be counted in the quorum or to vote at the meeting. **How do you change the condominium documents?**

In theory, members of the condominium corporation have almost unlimited power to change the documents by which they live.

In practice, however, amending these documents isn't easy. Changing the *declaration* or the *by-laws* will take a great deal of perseverance on your part.

The *Condominium Act* requires either 90% or 80% consent of all the owners of all the units or a court order on limited grounds before a *declaration* can be amended. *By-laws* can be made or amended by the Board by resolution and confirmed, with or without amendment, by a vote in favour of members who own at least a majority of all the units. Suppose, for example, you want to have a *by-law* setting qualifications for Board members beyond what is included in the

*Condominium Act*. To make this change, you need the support of a majority of the units, and the Board must approve it first.

*Rules* are created or amended by the Board of Directors and notice of the *rules* is given to the owners. If the owners requisition a meeting, the *rules* only become effective if they are approved at the meeting.

### **How is a condominium insured?**

The *Condominium Act, 1998* specifies that the corporation must insure its obligation to repair the condominium property to its replacement value, subject to a reasonable deductible. The directors must have the condominium assets appraised from time to time to determine that insurance needs are being met.

The insurance premiums are part of the common expenses that all owners pay. While the insurance covers the full replacement value of the units and common elements, it does not cover the improvements to a unit or the personal property of the owner, nor will it cover a unit owner's responsibility for any insurance deductible.

Your unit owner's insurance should cover the improvements made to your unit (such as wallpaper, upgraded carpets and cabinetry, light fixtures, window coverings etc.), as well as your personal property, your liability to third parties and any deductible which may be charged back to the unit for damages caused by an act or omission by you or those for whom you are responsible.

It is wise to contact an insurance broker who is either responsible for the corporation's insurance or familiar with it, to make sure you are properly insured and there are no gaps in coverage between your insurance and the corporation's.

You will also want to know if the corporation has established a standard unit for insurance purposes. The developer is required to deliver this information to you and/or the condominium corporation. All condominium corporations registered after May 5, 2001 must have a standard unit definition; those registered before that date may not. You should insure anything not included in the standard unit. If damage covered by the insurance contract occurs to the condominium property, the insurance company will be contacted in writing by property management or the Board. Usually, the Board will then take charge of appraisals, the hiring of contractors or whatever else is necessary to effect repairs. Owners are not entitled to deal directly with the Corporation's insurer nor should they repair their units before checking with management to establish if the damage is insured.

### **What about additional recreation facilities? Could a condominium corporation buy a golf course? Can it change the services I expect to receive?**

Yes, it can. A corporation does have the power to purchase property on behalf of the condominium. It is possible that it could purchase a golf course or even a small farm for members to grow their own produce. Such a purchase, however, would have to be for the use and benefit of the owners, not for investment purposes. It is more usual, however, for a condominium corporation to decide to extend existing facilities on its own property by the addition of further structures – a tennis court or a children's playground, for example.

The corporation also has the right to add, eliminate or vary the services the owners receive.

If the addition, alteration, renovation or change in service is substantial, a vote of 66-2/3% of the owners in favour of it is required. The *Act* defines what is substantial as something, which costs more

than 10% of the corporation's annual budget or anything the Board decides is substantial. Changes, which are not substantial, can be made without a vote of owners. The Board alone can make some changes; other changes require that notice be given to the owners who then have a right to requisition a meeting and vote against the change.

### **Conclusion**

Buying and living in a condominium is more complicated than in a single family home. You must understand what it is you are purchasing and whether the lifestyle will suit you and your family. Once you do the proper investigations and make your decision, you will find that the advantages of condominium living are many and you should find it a rewarding experience!

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### Home

Located on Queen Street West, the new Riviera Landmark Residence is a prime location for professionals, parents and grandmothers. The building is a mix of modern design and traditional architecture. The Riviera stands out in the heart of Toronto's city core.

The Riviera's units are 24 hours access to a fully equipped fitness center and lounge area. The building's living space is a mix of modern and traditional design. The building's architecture is a mix of modern and traditional design.

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#### Request(s) and Message(s)

Service Request(s)  
1 Deliveries

#### This week's activities View

**Monday**  
Community Website Introduction 19:00 - 19:00



#### Community News and Events

**Welcome to our new resident portal!**  
The resident portal is a fully integrated module of the "FrontDesk Condominium System" used by the management and security staff for property operations and communications!

The portal allows residents to check availability of building amenities, make service requests, view events and newsletters or access the building library of forms and resources without ever having to visit the management office or concierge desk!

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