

Dan McIntyre

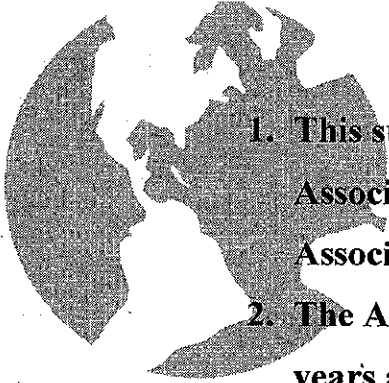

Paralegal and Consulting Services

November 4, 2022

Re: TSL-12797-20

45 Dunfield Avenue
Toronto, Ontario

Submissions for the Tenants

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1. This submission is made on behalf of the Torontonians Tenants' Association also known as The 45 Dunfield Avenue Tenants' Association.
 2. The Association has worked actively their members for many years and have negotiated freely and in good faith with the landlord to reach agreements on previous AGI cases.
 3. We must start by expressing our strong disapproval of this written format.
 4. Under this format the parties can not openly discuss the issues at a case management hearing and get answers to questions.
 5. Tenants cannot examine the evidence through witnesses and cross examination by an experienced paralegal.
 6. A Dispute Resolution Officer cannot assist in helping the parties reach a consent, and that negates section 194 of the RTA.
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- 7. Corporate landlords such as Shiplake have always had an advantage on AGI cases. That advantage has now increased substantially.**
- 8. Nevertheless, we will ask questions and make submissions on behalf of the tenants within the limited confines of a written submission.**
- 9. In the application on page 2 of 3 Section C, the landlord states "Balcony slabs and masonry walls were cracked with spalled sections: Sealants had weathered and deteriorated over time and required replacement; Localized rust on railings and posts; original railings replaced to meet current code."**
- 10. Where is the evidence? Where is the proof? And in our submission the time has passed to submit proof or evidence and the landlord cannot use the reply function to re-habilitate their case.**
- 11. This alone should be enough to dismiss the application.**
- 12. In the alternative, we would ask you to consider the following points.**
- 13. The application contains numerous references and invoices from Synergy Partners. Synergy Partners appears to be a consulting company of engineers. But Synergy did not do the work!**
- 14. I refer you to Ontario Regulation 516/06 section 26 (5) which is attached to this submission. This shows what is included in the eligible capital costs. There is no reference to consulting or engineering costs. This is because these are things contracted by landlords to protect their assets and as part of managing a**

building. Management costs are not permitted as an eligible capital cost.

15. We therefore object to all costs submitted from Synergy for a total of \$187,551. These costs should be disallowed.

16. Another specific question deals with the final costs being well above the original contract costs. How did the total rise from \$1,893,875 (plus HST) to \$2,656,093.90 (including HST)?

17. Was some form of incompetence the reason that cost an extra \$700,000? Was the landlord lowballed by the contractor?

18. If you are asking the tenants to pay for this work, they should not have to pay for the landlord's mistakes and they deserve an explanation.

19. Within the work itself, we object to the inclusion of item C2, the removal and disposal of carpets. The tenants paid for those carpets within their rent, they should not have to pay to dispose of them.

20. Also, the landlord can absorb the cost of a building permit of \$20,000.

21. We also object to any caulking or waterproofing costs that are included in the application. These are maintenance costs as per the attached correspondence with the City of Toronto and were not part of the permitted work. Shiplake should disclose how much was spent for caulking and maintenance and that amount should be subtracted from any cost permitted.

22. What is a "Hoarding monthly rental"?

- 23. It is unclear as to how many balconies were affected by this work. On the various statements there are different "quantities" referenced.**
- 24. We also request that any capital costs allowed be assigned a useful life of 20 years. This is a multi faceted project and in reality will (or should) last more than 20 years. The regulations which were developed in the 1980's provide no real assistance in making a determination of useful life. What landlord would spend this amount of money if they had to re-do it all in 15 years. After all the previous balconies lasted for more than 4 decades.**
- 25. I am also enclosing some questions and issues raised by some of the Tenant Association members. I am submitting this unedited so the tenants might receive some answers to their questions. This also touches on the issue of caulking and waterproofing (see paragraph 21) and may assist the Board in reducing the capital cost permitted.**
- 26. I also need to address section 205 of the RTA. This is a long delayed application (as are most applications) so there is a risk of tenants owing a substantial amount of money. Under Section 205 the Board can Order any monies payable to be paid over 12 installments. We request that you do Order such an installment that or if it is within your authority you waive all arrears.**
- 27. Finally, it needs to be said (even if the Government does not care) that these rent increases hurt people. Many are on fixed incomes or have lost income or are unemployed owing to Covid. Many of the Association members are seniors and they did not expect so much of their money going to the landlords.**

28. We also ask the landlord to consider the above and agree to a limit on the increase far less than 2% with a notwithstanding clause in their submissions. Such a clause would say that notwithstanding any findings by the Board above 1.75%, the landlord agrees to limit the increase to the lesser of 1.75% or the determinations of the Board.

All of which is respectfully submitted.



Dan McIntyre

Paralegal for Tenants

Attachments:

- 1. Questions and points from Tenant Association (16 pages)**
- 2. Ontario Regulation O. Reg 516/06 Section 26 (5)**
- 3. Correspondence with City of Toronto**

GENERAL NOTES ON SHIPLAKE AGI APPLICATION

- Shiplake has filed an ***Application for a Rent Increase Above the Guideline (Form L5) –(AGI)*** with the Landlord and Tenant Board (LTB) for the work done on the exterior of the building and the balconies.
- Date of Application – December 20, 2019
- Shiplake is seeking a **2.27%** increase
- The Effective Date of any increase if Shiplake is successful = **April 1, 2020** (to be paid retroactively if not included in current rent). **

** Note: Per negotiations with the TTA, Shiplake agreed to delay the actual application, of whatever increase is awarded by the LTB, for 2 months. If a lease is renewed on April 1 the increase will not take effect until rent for June 1.

Balcony Work

- started March 23, 2017 (balcony) & was completed November 28, 2019
- Original estimate of time to complete = 10 months = 46-50 weeks (just under 1 year) per Notice of Feb 10, 2017 with start date of Feb 13, 2017
- Actual time = 136 weeks (2.6 years)
- Original Cost Estimate on the Building Permit was \$1,893,875.00
- Actual cost = \$2,656,093.90 (per AGI application) = an increase of \$765,219 (40%)

Caulking & waterproofing Work

- Started Feb or March 2017 per Libro's 1st Invoice Mar 2017 (\$121 for brickwork); Notices of Feb 10, 2017 say Feb 13, 2017
- Note - Ali Khoja's comments in meeting of June 15 & June 26, 2017 – says that 2/3rd of caulking & waterproofing (C & W) has been completed.
- Last invoice from Libros for Repoint Masonry - \$1,102.50 – November 2019.
- Original Cost Estimate & Final Cost included in Invoice Line Items E & F.

Pages 2-3 – CAPITAL EXPENDITURES: ADDITIONAL DETAILS

Information for each individual invoice sent to Shiplake by both Libros Building Restoration (21) and Synergy Partners (33) totaling 54 invoices for a cost of **\$2,656,093.90**. The original Building Permit was for **\$1,893,875.00**. **Difference = \$753,218.90**

Caulking & Waterproofing

- Libros Invoices - Note that Item No. E relates to Caulking & Waterproofing & F is for Joint Sealant Repairs
- E - Masonry Repairs
 - e1 Replace Brick \$27,500
 - e2 Repoint Masonry 15,750
 - \$43,250
- F – Joint Sealant Repair
 - F1 Remove & replace all existing joint sealants
 - i) Balcony drops \$111,000
 - ii) Non-balcony drops 125,000
 - F2 Supply & install new horizontal joint sealant ...

How much of F is related to the balconies versus the C & W of the walls of the building?

INVOICES & PAYMENTS

Libros Invoice #1: March 24, 2017 - Pages 4 – 5

The Invoices are made up of 4 Major Columns with further sub-dividing into sub-sub-columns, etc. The columns display information on what the Contract called for, what was done & billing data plus a running year-to-date percentage of Unit Value - each row in the form describes a particular task & each task is allocated a certain value so one can tell if one is on budget or not.

While columns remain static, the number of rows grows as new tasks are added. Note that Item No. E is Caulking & Waterproofing & F is for Joint Sealant Repairs.

Page 6

- **SYNERGY PARTNERS (SP) Certificate for Payment No. 1.** Cover letter
 - Contains SP agreement with work done & recommends payment
 - Part of Synergy's oversight role, this memo comes with every Libros Invoice so will not be shown anymore.

Page 7

- **Certificate for Payment No. 1**
 - Shows Original Contract Estimate (OCE) of \$1,893,875.
 - Note line Total Change Orders to Date (TCO) = \$0 at this point.
 - Estimated Unit Price Quantity Variations (EUPQV) = \$0 at this point.
 - Present Estimated Contract Amount [PECA] = same as OCE.

Page 8

- Payment Detail – explains what payment is for

Page 9

- Photocopies of cheque

Libros Invoice #2: April 28, 2017 - Pages 10 - 11

- Item CO1.1 has been added – Sealant work – page 11

Page 13

- **Certificate for Payment No. 2**
 - No changes.

Libros Invoice #3: May 28, 2017 - Pages 16 – 17

- Item CO1.1 has expanded to CO2.1
- Item CO 1.3 - \$115,028 for gap guards.
- Page 17 - Column Unit Value = \$2,020,230 which is \$114,948 more than previous Invoice.

Page 19

- **Certificate for Payment No. 3**
 - OCE = same.
 - TCO - big jump from \$0 to \$133,728 - no explanation why.
 - EUPQV = \$16,500 now - no explanations.
 - PECA increases from OCE - \$1,893,875 to 2,044,103 = \$150,228 increase.

Pages 20 – 21

- No change.

Libros Invoice #4: June 26, 2017 - Pages 22 – 24

- CO2.1 has expanded to CO2.6. See CO2.3 & CO2.5 especially.
- Unit Value goes from \$2,02,230 to \$2,049,520 = \$29,290 increase.

Page 25 – 26

- **Certificate for Payment No. 4**
 - OCE – no change
 - TCO - \$133,728 to \$169,925 = \$36,197 increase. Might be CO2.3 & 2.5.
 - EUPQV now shows \$0 from \$16,500 but again no explanations.
 - PECA increases from OCE - \$1,893,875 to 2,063,800 = \$169,925 increase = TCO amount.

Libros Invoice #5: July 26, 2017 - Pages 29 – 31

- CO3.1 & CO3.2 added with Unit Value of \$19,800 but Page 31, Column Unit Value = \$2,049,520 still the same. Why no increase? What other item(s) dropped?

Page 33

- **Certificate for Payment No. 5**
 - No changes.

Libros Invoice #6: Aug 25, 2017 - Pages 36 – 38

- CO3.3 added.
- Unit Value – no change.

Page 40

- **Certificate for Payment No. 6**
 - No changes.

Libros Invoice #7: Sep 28, 2017 - Pages 43 – 45

- No changes.

Page 47

- **Certificate for Payment No. 7**
 - TCO – no change
 - EUPQV – From \$0 to \$60,718 – no explanation
 - PECA - \$2,124,518.40 = \$230,643 increase from OCE

Libros Invoice #8: Oct 25, 2017 - Pages 50 – 52

- CO3.4 added.
- Unit Value – no change

Page 54

- **Certificate for Payment No. 8**
 - No changes.

Libros Invoice #9: Dec 1, 2017 - Pages 57 – 59

- CO3.5 to CO3.7 added.
- Unit Value – 2,049,520 to \$2,169,816 = \$120,296 increase

Page 61

- **Certificate for Payment No. 9**
 - TCO – \$169,925 to \$275,941 = \$106,016 increase.
 - EUPQV – drops from \$60,718 to -\$50,000 = difference of \$110,718
 - PECA – down from \$2,169,816 to \$2,119,816 = \$50,000 difference

Libros Invoice #10: Dec 31, 2017 - Pages 64 – 66

- No changes.

Page 68

- **Certificate for Payment No. 10**
 - No changes.

Libros Invoice #11: Feb 8, 2017 ** date wrong - Pages 71 – 74

- CO3.8 added.
- Unit Value – no changes.

Page 75

- **Certificate for Payment No. 11**
 - No changes.

Libros Invoice #12: Mar 31, 2018 - Pages 78 - 80

- No changes.

Page 82

- **Certificate for Payment No. 12**
 - No changes.

Libros Invoice #13: May 31, 2018 - Pages 85 – 87

- CO4.1 to CO 4.6 added - Overhead protection??
- Unit Value - no change even with new Items?

Pages 89

- **Certificate for Payment No. 13**
 - TCO – changed from \$275,941.20 to \$316,646.20 = \$40,705 increase.
 - EUPQV – no change.
 - PECA – no change.

Libros Invoice #14: July 17, 2018 - Pages 92 – 94

- CO4.7 added
- Unit Value total increased \$2,169,816 to \$2,175,816 = \$6,000.

Page 96

- **Certificate for Payment No. 14**
 - No changes.

Libros Invoice #15: August 7, 2018 - Pages 99 – 100

- No changes.

Pages 102

- **Certificate for Payment No. 15**
 - No changes.

- **Libros Invoice #15: December 14, 2018 (2nd Invoice with this #) - Page 105**

- Includes Holdback amounts.

Pages 107

- **Certificate for Payment No. 15 & Holdbacks**
 - TCO goes from \$316,646.20 to \$520,776.63 = \$204,131 increase
 - EUPQV – goes from (\$50,000.00) to (\$145,000.00) = \$50,000 increase.
 - PECA – goes from \$2,160,521 to \$2,269,652 = \$109,131 increase

***** THERE IS NO LIBROS INVOICE #16 *****

Libros Invoice #17: May 3, 2019 - Pages 110 – 113

- CO5.1 – CO5.6 added – see references to **Deltera CO5.6**.
- Unit Value – no changes.

Page 115

- **Certificate for Payment No. 17**
 - TCO goes from \$520,776.63 to \$524,476.63 = \$3,700 increase.
 - EUPQV – goes from (\$145,000.00) to (\$150,000.00) = \$5,000 increase.
 - PECA – goes from \$2,269,652 to \$2,268,352 = \$1,300 decrease.

Libros Invoice #18: May 31, 2019 - Pages 118 – 121

- No changes.

Pages 123

- **Certificate for Payment No. 18**
 - No changes.

Libros Invoice #19: August 22, 2019 - Page 126 – 129

- **Note pages out of usual order**

- CO6 – CO7.1 added.
- Unit Value goes from \$2,175,816 to \$2,429,952 = \$ 254,136 increase

Pages 127

- **Certificate for Payment No. 19**

- TCO – goes from \$524,476.63 to \$537,226.63 = \$12,750 increase.
- EUPQV – goes from (\$150,000.00) to (\$226,000.00) = \$76,000 increase.
- PECA – goes from \$2,268,352 to \$2,205,101.63 = \$63,250 decrease.

Libros Invoice #20: November 22, 2019 - Pages 134 – 137

- No changes.

Pages 139

Certificate for Payment No. 20

- TCO - No change.
- EUPQV – goes from (\$226,000) to (\$222,495) = \$3,505 decrease.
- PECA – goes from \$2,205,102 to \$2,208,607 = \$3,505 increase.

Libros Invoice #21: Nov 28, 2019 - Pages 140 - 146

- Holdback Only – all else the same as previous

LAST INVOICE FROM LIBROS

SYNERGY INVOICES

Synergy Invoice 01488, Sep 26 2016 - Pages 147 – 149)

- costs for evaluation, specifications & tender services – see reference to proposal April 4 2016.
- NOTE under Project– reference to Balcony AND Garage Repairs
- See Payment Detail, Page 148 – 2 items – Garage – Parking:
 - Garage Evaluation, Design & Tender - \$3,800.00
 - Garage Evaluation, Design & Tender - \$494.00

Invoice does not show \$'s for Garage-Parking but costs are included in cheque from Shiplake – NOT CHARGED TO AGI.

Synergy Invoice 01784, June 30 2016 - Pages 150 – 151

- costs for Balcony evaluation, specifications & tender services
- Payment Detail sheet missing.

Synergy Invoice 02136, Nov 30 2016 - Pages 152 – 154

- (1) Construction Review & Contract Administration
- (2) Contracts & building permits documents issued
- (3) Pre-construction meeting.
- See Payment Detail, Page 153 & items re:
 - Garage – Parking - \$6,050.00
 - General HVAC - \$786.50

Invoice does not show \$'s for Garage-Parking but costs are included in cheque from Shiplake – NOT CHARGED TO AGI.

Synergy Invoice 02168, Dec 21 2016 - Pages 155 – 157

- Construction Review & Contract Admin – Balcony & Wall Repairs
- See Payment Detail, Page 156 & items re:
 - Garage – Parking - \$6,500.00
 - General HVAC - \$845.50

Invoice does not show \$'s for Garage-Parking but costs are included in cheque from Shiplake – NOT CHARGED TO AGI.

Synergy Invoice 02320, Jan 30 2017 - Pages 158 – 160

- (1) Construction Review & Contract Admin; – Balcony & Wall Repairs

- (2) balcony guards &
- (3) Additional time for meeting and coordination related to the Lillian Park development. Includes meetings and conference calls with Deltera, Collective Developments, and Shiplake. Fee to be determined based on actual time spent – no charge yet.
- See Payment Detail, Page 159 & items re:
 - Garage – Parking - \$7,345.00
 - General – Parking \$5,028.50

Invoice does not show \$'s for Garage-Parking but costs are included in cheque from Shiplake – NOT CHARGED TO AGI.

NOTE: Invoice only shows one part of Balcony Structural costs - \$8,249.00 but left out \$8,136.00? Included in cheque though. See reference to previous Invoices?

Synergy Invoice 02397, Feb 28 2017 - Pages 161 – 163

- (1) Construction Review & Contract Admin; – Balcony & Wall Repairs
- (2) balcony guards &
- (3) Coordination with Lillian Park Development Team – no charge yet.
- See Payment Detail, Page 162 & item re:
 - Garage – Parking - \$4,972.00 (from 2016)

Invoice does not show \$'s for Garage-Parking but is included in cheque from Shiplake – NOT CHARGED TO AGI.

Synergy Invoice 02538, Mar 31 2017 - Pages 164 – 166

- (1) Construction Review & Contract Admin; Balcony & Wall Repairs
- (2) balcony guards &
- (3) Same as previous note re: Coordination with Lillian Park Development Team – no charge yet.
- See Payment Detail, Page 165 & items re:
 - Garage – Parking - \$7,335.00
 - Garage – Parking - \$5,028.50

Invoice does not show \$'s for Garage-Parking but is included in cheque from Shiplake – NOT CHARGED TO AGI.

NOTE: Invoice only shows one part of Balcony Structural costs - \$8,136 but left out \$8,249? Included in cheque though. See reference to previous Invoices?

Synergy Invoice 02624, Apr 28 2017 - Pages 167 – 169

- (1) Construction Review & Contract Admin; – Balcony & Wall Repairs
- (2) balcony guards &
- (3) Same as previous note re: Coordination with Lillian Park Development Team – no charge yet.
- See Payment Detail, Page 168 & item re:
 - Garage – Parking - \$2,938.00

Invoice does not show \$'s for Garage-Parking but is included in cheque from Shiplake – NOT CHARGED TO AGI.

Synergy Invoice 02747, May 30 2017 - Pages 170 – 172

- (1) Construction Review & Contract Admin; – Balcony & Wall Repairs
- (2) balcony guards &
- (3) Coordination with Lillian Park Development Team – no charge yet.
- See Payment Detail, Page 171 & item re:
 - Garage – Parking - \$1,695.00 – **FINAL INVOICE**

Invoice does not show \$'s for Garage-Parking but is included in cheque from Shiplake – NOT CHARGED TO AGI.

Synergy Invoice 02828, Jun 28 2017 - Pages 173 – 174

- (1) Construction Review & Contract Admin; – Balcony & Wall Repairs
- (2) balcony guards &
- (3) Coordination with Lillian Park Development Team – no charge yet.
- **NOTE – PAYMENT DETAIL AMOUNT MISSING - ACCOUNT NO MORE GARAGE CHARGES?**

Synergy Invoice 03057 Jul 31 2017 - Pages 175 – 176

- (1) Construction Review & Contract Admin; – Balcony & Wall Repairs
- (2) balcony guards &
- (3) Coordination with Lillian Park Development Team – no charge yet.
- **NOTE – PAYMENT DETAIL AMOUNT MISSING - ACCOUNT NO MORE GARAGE CHARGES?**

Synergy Invoice 03120 Aug 29 2017 - Pages 177 – 178

- (1) Construction Review & Contract Admin – Balcony & Wall Repairs
- (2) balcony guards &
- (3) Coordination with Lillian Park Development Team – no charge yet.

- **NOTE – PAYMENT DETAIL AMOUNT MISSING - ACCOUNT NO MORE GARAGE CHARGES?**

Synergy Invoice 03327 Sep 29 2017 - Pages 179 – 180

- (1) Construction Review & Contract Admin – Balcony & Wall Repairs
- (2) balcony guards
- (3) Coordination with Lillian Park Development Team – no charge yet.
- **NOTE – PAYMENT DETAIL AMOUNT MISSING ACCOUNT NO MORE GARAGE CHARGES?**

Synergy Invoice 03448 Oct 31 29 2017 - Pages 181 – 183

- 1) Construction Review & Contract Admin – Balcony & Wall Repairs
 - (2) balcony guards
 - (3) Coordination with Lillian Park Development Team – no charge yet.
- NOTE – PAYMENT DETAIL AMOUNT MISSING - ACCOUNT NO MORE GARAGE CHARGES? NOTE: Invoice only shows one part of Balcony Structural costs - \$8,136 but left out \$4,520? Included in cheque though. See reference to previous Invoices?**

Synergy Invoice 03598 Nov 30 29 2017 - Pages 184 – 185

- (1) Construction Review & Contract Admin – Balcony & Wall Repairs
- (2) balcony guards
- (3) Coordination with Lillian Park Development Team – no charge yet.
- **NOTE – PAYMENT DETAIL AMOUNT MISSING - ACCOUNT NO MORE GARAGE CHARGES?**

Synergy Invoice 03704 Dec 31 29 2017 - Pages 186 – 188

- (1) Construction Review & Contract Admin – Balcony & Wall Repairs
- (2) balcony guards
- (3) Coordination with Lillian Park Development Team – no charge yet.
- **NOTE – PAYMENT DETAIL AMOUNT MISSING ACCOUNT NO MORE GARAGE CHARGES?**

Synergy Invoice 03788 Jan 31 2018 - Pages 189 – 190

- (1) Construction Review & Contract Admin – Balcony & Wall Repairs
- (2) balcony guards
- (3) **Coordination with Lillian Park Development Team – no charge yet.**

- Extra line – pg 189 Construction Review ... Drops 7-10 but no charge yet? See split in Contract amount (\$115,00 into \$100,100 & \$14,900)
- NOTE – PAYMENT DETAIL AMOUNT MISSING.

Synergy Invoice 03953 Feb 28 2018 - Pages 191- 192

- (1) Construction Review & Contract Admin – Balcony & Wall Repairs
- (2) balcony guards
- (3) Coordination with Lillian Park Development Team – no charge yet.
- NOTE – PAYMENT DETAIL AMOUNT MISSING.

Synergy Invoice 04080 Mar 28 2018 - Pages 193 – 194

- (1) Construction Review & Contract Admin – Balcony & Wall Repairs
- (2) balcony guards
- (3) Coordination with Lillian Park Development Team – no charge yet.
- NOTE – PAYMENT DETAIL AMOUNT MISSING.

Synergy Invoice 04181 Apr 30 2018 - Pages 195 – 196

- (1) Construction Review & Contract Admin – Balcony & Wall Repairs
- (2) balcony guards
- (3) Coordination with Lillian Park Development Team – 1st charge - \$1,202. See details under NOTE 2 pg 195
- Extra line – pg 195 Construction Review ... Drops 8-9 – no Contract Amount like for drops 7 -10; CA back to the way it was?
- NOTE – PAYMENT DETAIL AMOUNT MISSING.

Synergy Invoice 04357 May 31 2018 - Pages 197 – 198

- (1) Construction Review & Contract Admin – Balcony & Wall Repairs
- (2) balcony guards
- (3) Coordination with Lillian Park Development Team – no charge this time.
- NOTE – PAYMENT DETAIL AMOUNT MISSING.

Synergy Invoice 04510 June 30 2018 - Pages 199 – 201

- (1) Construction Review & Contract Admin – Balcony & Wall Repairs
- (2) balcony guards
- (3) Coordination with Lillian Park Development Team – no charge this time.

- **NOTE: Invoice only shows one part of Balcony Structural costs - \$2,881.50 but left out \$2,260? Included in cheque though. See reference to previous Invoices?**

Synergy Invoice 04649 July 31 2018 - Pages 202 – 204

- (1) Construction Review & Contract Admin – Balcony & Wall Repairs
- (2) balcony guards
- (3) Coordination with Lillian Park Development Team – no charge this time.
- **NOTE: Invoice only shows one part of Balcony Structural costs - \$2,260 but left out \$2,881.50? Included in cheque though. See reference to previous Invoices?**

Synergy Invoice 04837 Aug 31 2018 - Pages 205 – 206

- (1) Construction Review & Contract Admin – Balcony & Wall Repairs
- (2) balcony guards
- (3) Coordination with Lillian Park Development Team – no charge this time.
- **Extra line – pg 205 Construction Review ... Drops 8-9 - GONE!**
- **NOTE – PAYMENT DETAIL AMOUNT MISSING.**
- **“Final invoice for the 2018 phase of the project.”**

NOTE: NEXT INVOICE NOT UNTIL FEB 2019

Synergy Invoice 05621 Feb 28 2019 - Page 207

- (1) Construction Review & Contract Admin for Drops 8 & 9.
- (2) NEW – Reimbursable Costs (\$1,000)– no detail
- **Note: Page 209 – Payment Detail - Invoices 05621 & 05622 combined**

Synergy Invoice 05622 Feb 28 2019 - Page 208 – 210

- (1) Construction Review & Contract Admin
- (2) Balcony Guard Renderings
- (3) Coordination with Lillian Park Team – charge of \$1,492
- **Note: Page 209 – Payment Detail - Invoices 05621 & 05622**
- **Note: This is 2nd invoice for Feb 28 2019**

Synergy Invoice 5709 Mar 31 2019 - Page 211 – 213

- (1) Construction Review & Contract Admin for Drops 7,8 & 9.
- Reimbursable Costs line again.

See page 212 – HYDRO VAULT REVIEW – INVOICE #5710 combined with Invoice #5709 NOT INCLUDED IN INVOICE FOR THIS PIECE.

NOTE: Item 1 now shows Contract Amount of \$39,000 & not \$115,000.

Synergy Invoice 5808 Apr 30 2019 - Page 214 – 216

- (1) Construction Review & Contract Admin for Drops 7,8 & 9.
- Reimbursable Costs line again.

Note: See page 215 – HYDRO VAULT REVIEW & WATER TESTING COSTS (Invoice #5859 & #5863) NOT INCLUDED IN INVOICE FOR THIS PIECE.

Synergy Invoice 6063 May 31 2019 - Page 217 – 219

- (1) Construction Review & Contract Admin for Drops 7,8 & 9.
- (2) Reimbursable Costs line again.

Note: See page 218 – HYDRO VAULT REVIEW & WATER TESTING COSTS (Invoices #6065 & #6069) NOT INCLUDED IN INVOICE FOR THIS PIECE.

Synergy Invoice 6428 July 31 2019 - Page 220 – 222) – out of order – see next Invoice for June charges

- (1) Construction Review & Contract Admin for Drops 7,8 & 9.
- (2) Reimbursable Costs line again.

Note: See page 221 – HYDRO VAULT REVIEW & WATER TESTING COSTS (INVOICES #6429 & #6431) NOT INCLUDED IN INVOICE FOR THIS PIECE.

Synergy Invoice 6312 June 30 2019 - Page 223 – 225

- (1) Construction Review & Contract Admin for Drops 7,8 & 9.
- (2) Reimbursable Costs line again.

Synergy Invoice 6665 August 31 2019 - Page 226 – 228

- (1) Construction Review & Contract Admin for Drops 7,8 & 9.
- (2) Reimbursable Costs line again.
- **Note: See page 227 – WATER TESTING COST (INVOICE #6666) NOT INCLUDED IN INVOICE FOR THIS PIECE.**

○ **NOTE: Payment Detail shows “Unit 2808 water testing - \$1,245.82**

Synergy Invoice 6853 Sept 30 2019 - Page 229 – 231

- (1) Construction Review & Contract Admin for Drops 7,8 & 9.
- (2) Reimbursable Costs line again.

- **Note: See page 230 – HYDRO VAULT INVOICE #6855 (\$1,017) NOT INCLUDED IN INVOICE FOR THIS PIECE.**

LAST INVOICE

"similar market transaction" means an arm's length transaction that occurs or may reasonably be expected to occur under the same or comparable terms and conditions and in the same general geographic location. ("opération semblable sur le marché") O. Reg. 516/06, s. 25 (2).

(3) In this section, one corporation is related to another corporation if,

- (a) one of the corporations is controlled by the other corporation;
- (b) both of the corporations are controlled by the same person or group of related persons each member of which is related to every other member of the group;
- (c) each of the corporations is controlled by one person and the person who controls one of the corporations and the person who controls the other corporation are related persons;
- (d) one of the corporations is controlled by one person and that person is related to any member of a group of related persons that controls the other corporation;
- (e) one of the corporations is controlled by one person and that person is related to each member of an unrelated group that controls the other corporation;
- (f) any member of a group of related persons that controls one of the corporations is related to each member of an unrelated group that controls the other corporation; or
- (g) each member of an unrelated group that controls one of the corporations is a related person to at least one member of an unrelated group that controls the other corporation. O. Reg. 516/06, s. 25 (3).

Findings related to capital expenditures

26. (1) The rules set out in this section apply to the Board in making findings relating to capital expenditures. O. Reg. 516/06, s. 26 (1).

(2) A rent increase shall not be ordered in respect of a capital expenditure unless the work was completed during the 18-month period ending 90 days before the effective date of the first intended rent increase referred to in the application. O. Reg. 516/06, s. 26 (2).

(3) The value of the landlord's own labour in carrying out the work involved in the capital expenditure is equal to the amount of time spent multiplied by a rate of pay that is reasonable given the landlord's experience and skill in the type of work done but,

- (a) if the amount of time spent exceeds the amount of time that would be reasonable given the landlord's experience and skill, the latter amount of time shall be used in the calculation of the value of the landlord's own labour;
- (b) only that part of the value of the landlord's own labour that does not exceed the amount a person in the business of doing such work would charge shall be considered; and
- (c) the value of the landlord's own labour does not include any amount with respect to the management and administration of the work involved in the capital expenditure. O. Reg. 516/06, s. 26 (3).

(4) The cost of a leased asset is the fair market value of the leased asset at the commencement of the lease. O. Reg. 516/06, s. 26 (4).

X (5) The amount of a capital expenditure is calculated as follows:

1. Add the following amounts:

- i. The purchase prices.
- ii. The cost of any leased assets.
- iii. The installation, renovation and construction costs.
- iv. The value of the landlord's own labour as determined under subsection (3).

2. Subtract from the amount determined under paragraph 1 any grant or other assistance from any level of government and any insurance, salvage, resale or trade-in proceeds related to the work undertaken or the item purchased. O. Reg. 516/06, s. 26 (5).

(6) For each rental unit that is subject to the application, the percentage rent increase that is justified by capital expenditures shall be determined in accordance with the following rules.

- 1. Determine which capital expenditures affect the unit.
- 2. For each capital expenditure that affects the unit, multiply the amount of the capital expenditure determined under subsection (5) by the rent for the unit, and divide that result by the sum of the rents for all rental units in the residential complex that are affected by the capital expenditure.
- 3. If the Board is of the opinion that the amount determined under paragraph 2 for a capital expenditure does not reasonably reflect how the unit is affected by the capital expenditure,

OK. Thank you.

----- Original Message -----

From: Daryl Pullen <Daryl.Pullen@toronto.ca>
To: James McCarthy <jamesottoman@aol.com>
Sent: Tue, Jun 6, 2017 4:03 pm
Subject: Re: 45 Dunfield Avenue Building Permits

You should speak to Toronto Municipal Licensing and Standards, the Property Standards division. They are the ones that can normally issue any orders against the building for that kind of work. I can tell you that the building department does not have any active orders against this property.

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: James McCarthy <jamesottoman@aol.com>
Date: 2017-06-06 4:01 PM (GMT-05:00)
To: Daryl Pullen <Daryl.Pullen@toronto.ca>
Subject: Re: 45 Dunfield Avenue Building Permits

Thanks for your quick response. It's good to know that the City considers the caulking & waterproofing maintenance. However, I still would like to know where I can find the actual applications for the other 2 items 1) balcony repairs and 2) the previous garage work. I'm trying to determine if the work was ordered by the City. Thanks.

----- Original Message -----

From: Daryl Pullen <Daryl.Pullen@toronto.ca>
To: James McCarthy <jamesottoman@aol.com>
Sent: Tue, Jun 6, 2017 3:48 pm
Subject: Re: 45 Dunfield Avenue Building Permits

Mr. McCarthy

There is no permit for the caulking and waterproofing work because the City of Toronto doesn't require a permit this type of maintenance work. Replacing caulking and replacing roofing or waterproofing materials are exempt. I hope this answers your question. Thank you.

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: James McCarthy <jamesottoman@aol.com>
Date: 2017-06-06 3:42 PM (GMT-05:00)
To: Daryl Pullen <Daryl.Pullen@toronto.ca>
Subject: Re: 45 Dunfield Avenue Building Permits