

Strata Property Act
Form B
INFORMATION CERTIFICATE
(Section 59)

The Owners, Strata Plan LMS1866 certify that the information contained in this certificate with respect to Strata Lot 153 is correct as of the date of this certificate.

(a) Monthly strata fees payable by the owner of the strata lot described above \$ 306.66

(b) Any amount owing to the strata corporation by the owner of the strata lot described above (other than an account paid into court, or to the strata corporation in trust under section 114 of the *Strata Property Act*). \$ Nil

(c) Are there any agreements under which the owner of the strata lot described above takes responsibility for expenses relating to alterations to the strata lot, the common property or the common assets?

not to the best of our knowledge yes [attach all agreements]

(d) Any amount that the owner of the strata lot described above is obligated to pay in the future for a special levy that has already been approved. \$ Nil

The payment is to be made by _____

(e) Any amount by which the expenses of the strata corporation for the current fiscal year are expected to exceed the expenses budgeted for the Fiscal year \$ Nil

(f) Amount in the contingency reserve fund minus any expenditures which have already been approved but not yet taken from the fund as at July 31, 2008 \$ 99,251.79

(g) Are there any amendments to the bylaws that are not yet filed in the land title office?

not to the best of our knowledge yes [attach all amendments]

- (h) Are there any resolutions passed by a 3/4 vote or unanimous vote that are required to be filed in the land title office but that have not yet been filed in the land title office?
- not to the best of our knowledge yes [attach all resolutions]
- (i) Has notice been given for any resolutions, requiring a 3/4 vote or unanimous vote or dealing with an amendment to the bylaws, that have not yet been voted on?
- not to the best of our knowledge yes [attach all notices]
- (j) Is the strata corporation party to any court proceeding or arbitration, and/or are there any judgements or orders against the strata corporation?
- not to the best of our knowledge yes [attach details]
- (k) Have any notices or work orders been received by the strata corporation that remain outstanding for the strata lot, the common property or the common assets?
- not to the best of our knowledge yes [attach notices/work orders]
- (l) Number of strata lots in the strata plan that are rented: Approx. 70%
(This figure is to the best of our knowledge and as reported to us.)

The Insurance Broker or Agent of the strata corporation is:

BFL Canada Insurance Services Inc.

Telephone: (604) 669-9600

Dated: September 3, 2008



Bob Adams
Strata Manager
Facilitech Property Management Ltd.

Strata Plan LMS1866

ELECTRA

Residential Section Only

**3/4 VOTE RESOLUTION TO AMEND THE BYLAWS
OF THE STRATA CORPORATION TO CLARIFY JOINT COUNCIL
REPRESENTATION AND REPRESENTATION**

BE IT RESOLVED AS A RESOLUTION PASSED BY A 3/4 VOTE THAT:

the Owners, Strata Plan LMS1866, Residential Section, approve to repeal and replace Sections 4., 5., 6., 7., and 8. of the existing Bylaws of the Strata Corporation as follows:

4. Council and Section Executives

- a) At each annual general meeting of the Strata Corporation:
 - i) all of the members of the council shall retire from office and the owners shall duly elect section executives who shall each elect two members to sit on council this shall be the vice president and treasurer of the residential executive
 - ii) all of the members of the executives of the separate sections shall retire from office and the separate sections shall elect a new executive.

A retiring member of each of the council and the section executives is eligible for re-election.
- b) The council must have a least 2 and not more than 4 members, and shall include not less than 1 or more than 2 members from each separate section. A quorum of the council shall consist of equal representation from each executive
- c) The executive of the Residential section shall be elected by and from and amongst the owners within that section and shall consist of not less than 5 or more than 7 members.
- d) The executive of the Commercial section shall be elected by and from and amongst the owners within that section and shall consist of not less than 3 or more than 4 members.

5. Vacancies, Quorum, etc.

- a) The Strata Corporation may, by resolution passed by a majority vote at a general meeting, remove a member of the council before expiry of his term of office and appoint another owner in his place, to hold office until the next annual general meeting.
- b) Each separate section may, by resolution passed by a majority vote at a general meeting of such section, remove a member of the section executive before expiry of his term of office and appoint another owner in his place, to hold office until the next annual general meeting of such section.

- c) A vacancy on the council or a section executive may be filled by the remaining members of the council or section executive, as the case may be.
- d) No person may stand for council or section executive or continue to be on council or executive with respect to strata lot if the Strata Corporation has registered a lien against that strata lot under the act. Any person who is three months in arrears on strata fees shall be deemed to have resigned from council and or executive.
- e) A quorum of the section executive is 2 where the council or executive consists of 4 or less members, 3 where the council consists of 5 or 6 members, and 4 where the council consists of 7 members.
- f) A quorum of the council is 2 where the council or executive consists of 4 or less members, a quorum shall consist of at one member from each separate section.

6. Officers and Meetings

- a) At the first meeting of each of the executives of each separate section held after each annual general meeting of the Strata Corporation, the section executives shall elect from among their members a president and vice-president, who shall hold office until the conclusion of the next annual general meeting or until their successors are elected or appointed.
- b) At the first meeting of each of the executives of each separate section held after each annual general meeting of the Strata Corporation, the section executives shall elect from among their members two members who shall sit on the Strata Council.

The president shall have a casting vote in addition to his original vote.
- c) Where the president of the council or a section executive is absent from any meeting of the council or a section executive, as the case may be, or vacates the chair during the course of a meeting, the vice-president shall act as the president and have all the duties and powers of the president while so acting.
- d) In the absence of both the president and the vice-president, the members present shall from among themselves appoint a president for that meeting, who shall have all the duties and powers of the president while so acting.
- e) At meetings of the council and the section executives all matters shall be determined by simple majority vote.

7. Council and Section Executive Powers

Each of the council and the section executives may, with respect to their separate powers:

- a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member gives the other members not less than 7 days' notice of a meeting proposed by him, specifying the reason for calling the meeting, unless the other members agree to waive the notice;
- b) employ for and on behalf of the Strata Corporation or the separate sections, as the case may be; agents and employees as it thinks proper for the control, management and administration of the common property or other assets of the Strata Corporation or the separate sections, and the exercise and performance of the powers and duties of the Strata Corporation or the separate sections, as the case may be; and

- c) subject to any restriction imposed or direction given at a general meeting and subject to the provisions of the *Strata Property Act*, delegate to one or more of its members, or to a member or committee of members of the Strata Corporation, or to its manager, those of its powers and duties it thinks proper, and at any time revoke a delegation.

8. Council and Executive Duties and Liabilities

- a) The executive of each separate section shall keep, in one location, or in the possession of one person and shall make available on request to an owner within the separate section or a person authorized by him:
 - i) a copy of any special or unanimous resolutions passed by the separate section;
 - ii) copies of all the legal agreements to which the separate section is a party, including management contracts, deeds, agreements for sale, leases, licenses, easements or rights-of-way;
 - iii) minutes of all general meetings of the separate section; and
 - iv) minutes of all meetings of the executive of the separate section.
- b) Members of the council and the executive of the separate sections are not personally liable for an act done in good faith in carrying out his duties as a member of the council or executive.

End of Resolution

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ANGUS ALEXANDER MCLEAN

PLAINTIFF

AND:

THE OWNERS, STRATA PLAN NO. LMS 1866

DEFENDANTS

WRIT OF SUMMONS
AND
STATEMENT OF CLAIM

JOHN MICKELSON LAW CORPORATION
BARRISTERS & SOLICITORS
302-1110 HAMILTON STREET
VANCOUVER, B.C.
V6B 2S2
TEL: 684-0040 FAX: 684-0048

(ATTENTION: JOHN L. MICKELSON)
(File No. 2564)



S021397

No.

VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

ANGUS ALEXANDER MCLEAN

PLAINTIFF

AND:

THE OWNERS, STRATA PLAN NO LMS1866

DEFENDANT

WRIT OF SUMMONS

Name and address of each Plaintiff:

ANGUS ALEXANDER MCLEAN
907 - 518 MOBERLY ROAD
VANCOUVER, BC
V5Z 4G3

Name and address of each Defendant:

THE OWNERS, STRATA PLAN NO LMS 1866
1110 HOWE STREET
VANCOUVER, BC
V6Z 1R2

ELIZABETH THE SECOND, by the Grace of God, of the United Kingdom, Canada and Her other Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith.

TO: The Defendants, THE OWNERS, STRATA PLAN NO LMS 1866.

TAKE NOTICE that this action has been commenced against you by the Plaintiff(s) for the claim(s) set out in this Writ.

IF YOU INTEND TO DEFEND this action, or if you have a set-off or counterclaim, which you wish to have taken into account at the trial, YOU MUST

- (a) GIVE NOTICE of your intention by filing a form entitled "Appearance" in the above registry of this Court, at the address shown below, within the Time for Appearance provided for below and YOU MUST ALSO DELIVER a copy of the Appearance to the Plaintiffs' address for delivery, which is set out in this Writ, and
- (b) if a Statement of Claim is provided with this Writ of Summons or is later served on or delivered to you, FILE a Statement of Defence in the above registry of this Court within the Time for Defence provided for below and DELIVER a copy of the Statement of Defence to the Plaintiff's address for delivery.

YOU OR YOUR SOLICITORS may file the Appearance and Statement of Defence. You may obtain a form of "Appearance" at the Registry.

JUDGMENT MAY BE TAKEN AGAINST YOU IF

- (a) IF YOU FAIL to file the Appearance within the proper Time for Appearance provided for below, or
- (b) YOU FAIL to file the Statement of Defence within the Time for Defence provided for below.

TIME FOR APPEARANCE

Where this Writ is served on a person in British Columbia, the Time for Appearance by that person is 7 days from the service (not including the day of service).

Where this Writ is served on a person outside British Columbia, the Time for Appearance by that person, after service, is 21 days in the case of a person residing anywhere within Canada, 28 days in the case of a person residing in the United States of America, and 42 days in the case of a person residing elsewhere. {or, if the time for appearance has been set by Order of the Court, within that time.}

TIME FOR DEFENCE

A Statement of Defence must be filed and delivered to the Plaintiff within 14 days after the later of

- (a) the time that the Statement of Claim is served on you (whether with this Writ of Summons or otherwise) or is delivered to you in accordance with the Rules of Court, and
- (b) the end of the Time for Appearance provided for above.

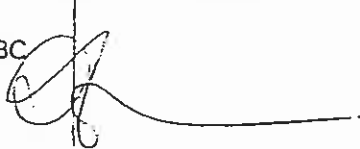
{or, if the time for defence has been set by Order of the Court, within that time.}

- 1. THE ADDRESS OF THE REGISTRY IS: 800 Smithe Street, Vancouver, British Columbia, Canada.
- 2. The Plaintiff's ADDRESS FOR DELIVERY: 302-1110 Hamilton Street
Vancouver, BC, V6B 2S2
Fax number for delivery: 604-684-0048
- 3. The name and office address of Plaintiff's solicitor: JOHN L. MICKELSON, Esq.
Barrister & Solicitor
302-1110 Hamilton Street
Vancouver, BC V6B 2S2
Telephone: (604) 684-0040

The Plaintiff's claim as follows: SEE ATTACHED STATEMENT OF CLAIM

PLACE OF TRIAL: 800 Smithe Street, Vancouver, BC

Dated: March 6, 2002.



Solicitor for the Plaintiff

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ANGUS ALEXANDER MCLEAN

AND:

THE OWNERS, STRATA PLAN NO LMS1866

PLAINTIF

DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff, Angus Alexander McLean, is a student and resides at 907-518 Moberly Road, Vancouver, British Columbia.
2. The Defendant, The Owners, Strata Plan No LMS 1866, is a strata corporation pursuant to the Strata Property Act, S.B.C. 1998 c. 43 and amendments, with offices at 1110 Howe Street, Vancouver, British Columbia.
3. The Defendant is the owner of lands and buildings located at 989 Nelson Street, Vancouver, British Columbia, ("the Premises") as defined in Section 1 of the Occupiers Liability Act, R.S.B.C. 1996, c. 337, and amendments thereto.
4. The Defendant was at material times the "occupier" of the Premises, as defined in Section 1 of the Occupiers Liability Act, R.S.B.C. 1996, c. 337 and amendments thereto.
5. At all material times, the Plaintiff was on the Premises with the permission, express or implied, of the Defendant.
6. On November 11, 2000, the Plaintiff was visiting two friends who live in one of the residential units of the Premises.

7. At approximately 10 p.m. on November 11, 2000, the Plaintiff and his two friends, along with one other friend, decided to leave the Premises.
8. As the Plaintiff was exiting by way of glass front entrance door from the lobby of the Premises building, he was injured when the door fell from its hinges and landed on his right foot.
9. By virtue of Section 3 of the Occupiers Liability Act, as aforesaid, the Defendant owed the Plaintiff a duty of care which included, inter alia, to take care, in all the circumstances of the case, that the Plaintiff would be reasonably safe in using the Premises.
10. Furthermore, the Defendant owed a duty of care to the Plaintiff at Common Law to keep the Premises safe and free from hazards they knew of, or should have known of, and to provide such necessary repairs or replacements necessary for the normal use of the Premises, and which it was reasonably foreseeable than to do otherwise could cause injury to users thereof.
11. The Defendant breached their statutory duty of care and their Common Law duty of care to the Plaintiff, the particulars of which are as follows.
 - a) failing to take reasonable care that the Plaintiff would be reasonably safe in using the front entrance door of the Premises;
 - b) causing or permitting said front entrance door to become or to remain in an unsafe and dangerous state to persons lawfully using the same;
 - c) failing to take reasonable care to prevent injury or damage to the Plaintiff from unusual dangers on the said Premises of which they knew or ought to have known;
 - d) failing to give the Plaintiff adequate or effective warning that the front entrance door was not fit or suitable for the purpose for which it was being used or for which it was reasonably foreseeable that it would be used by persons on the Premises.
12. By reason of the incident described aforesaid and as a result of the aforesaid negligence and breaches of statutory and Common Law duties on the part of the Defendant, the Plaintiff suffered injuries including, inter alia:
 - a) right foot;
 - b) right ankle;
 - c) right leg;

- d) back;
- e) hip;
- f) sleep deprivation;
- g) headaches.


13. Further, as a result of the aforesaid negligence and breaches of statutory and Common Law duties on the part of the Defendant, the Plaintiff has suffered and will continue to suffer pain, inconvenience, delay in education, loss of earning capacity, future care costs and has been unable to carry on his normal every day activities or enjoy the amenities of life.
14. Further, as a result of the aforesaid negligence and breach of statutory and Common Law duties on the part of the Defendant, the Plaintiff has and continues to suffer special damages, the particulars of which will be supplied to each of the Defendants upon request and as they accrue.
15. Further, as a result of the aforesaid negligence and breach of statutory and Common Law duties on the part of the Defendant, the Plaintiff will suffer future income loss.
16. The Plaintiff further pleads and relies on the Common Law Doctrine of *res ipsa loquitur*.

WHEREFORE THE PLAINTIFF CLAIMS FROM THE DEFENDANT:

- a) General damages;
- b) Special damages;
- c) Loss of Income;
- d) Loss of Future Income;
- e) Future Care Costs;
- f) Costs;
- g) Interest pursuant to the Court Order Interest Act, R.S.B.C. 1979, c.76 and amendments;
- h) Such further and other relief as this Honourable Court may deem just.

PLACE OF TRIAL: 800 Smithe Street, Vancouver, British Columbia, Canada.

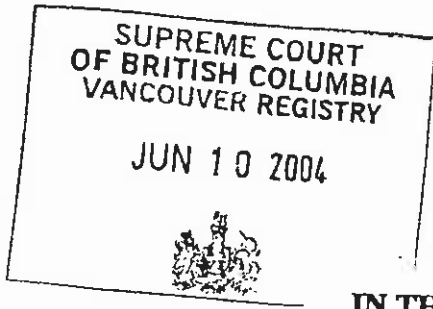
DATED at Vancouver, British Columbia, this 6 day of March, 2002.



SOLICITOR FOR THE PLAINTIFF

TO: The Defendants

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM is filed by JOHN L. MICKELSON, Barrister and Solicitor, whose place of business and address for service is #302-1110 Hamilton Street, Vancouver, BC, V6B 2S2 Tel.No.: (604) 684-0040.



NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

RIVERA DESIGN GROUP LTD.

PLAINTIFF

AND:

JOSE S. TEPAIT a.k.a. JOE TEPEIT,
 CLARA P. TEPAIT a.k.a. CLARA TEPEIT,
 THE OWNERS LMS 1866,
 ATLFIC PROPERTY MANAGEMENT INC.,
 JANE DOE #1, ABC PLUMBING, and
 JOHN DOE #1

DEFENDANTS

WRIT OF SUMMONS

(Name and Address of each Plaintiff)

Rivera Design Group Ltd.
 c/o Whitelaw Twining
 Barristers & Solicitors
 2400 - 200 Granville Street
 Vancouver, B.C. V6C 1S4

(Name & address of each Defendant)

Jose S. Tepait a.k.a. Joe Tepeit
 6 - 2888 Heather Street
 Vancouver, B.C. V5Z 3J6

Clara P. Tepait a.k.a. Clara Tepeit
 6 - 2888 Heather Street
 Vancouver, B.C. V5Z 3J6

The Owners LMS 1866
c/o Registered Office
1110 Howe Street
Vancouver, B.C. V6Z 1R2

Atlific Property Management Inc.
c/o Registered Office
900 Waterfront Centre
200 Burrard Street
Vancouver, B.C. V7X 1T2

Jane Doe #1
Address Unknown

ABC Plumbing
Address Unknown

John Doe #1
Address Unknown

ELIZABETH THE SECOND, by the Grace of God, of the United Kingdom, Canada and Her other Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith.

TO THE DEFENDANT(s):

TAKE NOTICE that this action has been commenced against you by the plaintiff(s) for the claim(s) set out in this writ.

IF YOU INTEND TO DEFEND this action, or if you have a set-off or counterclaim that you wish to have taken into account at the trial, **YOU MUST**

- (a) **GIVE NOTICE** of your intention by filing a form entitled "Appearance" in the above registry of this court, at the address shown below, within the Time for Appearance provided for below and **YOU MUST ALSO DELIVER** a copy of the Appearance to the plaintiff's address for delivery, which is set out in this writ, and
- (b) If a statement of claim is provided with this writ of summons or is later served on or delivered to you, **FILE** a Statement of Defence in the above registry of this court within the Time for Defence provided for below and **DELIVER** a copy of the Statement of Defence to the plaintiff's address for delivery.

YOU OR YOUR SOLICITOR may file the Appearance and the Statement of Defence. You may obtain a form of Appearance at the registry.

JUDGMENT MAY BE TAKEN AGAINST YOU IF

- (a) YOU FAIL to file the Appearance within the proper Time for Appearance provided for below, or
- (b) YOU FAIL to file the Statement of Defence within the Time for Defence provided for below.

TIME FOR APPEARANCE

If this writ is served on a person in British Columbia, the time for appearance by that person is 7 days from the service (not including the day of service).

If this writ is served on a person outside British Columbia, the time for appearance by that person after service, is 21 days in the case of a person residing anywhere within Canada, 28 days in the case of a person residing in the United States of America, and 42 days in the case of a person residing elsewhere.

[or, if the time for appearance has been set by order of the court, within that time.]

TIME FOR DEFENCE

A Statement of Defence must be filed and delivered to the plaintiff within 14 days after the later of

- (a) the time that the Statement of Claim is served on you (whether with this writ of summons or otherwise) or is delivered to you in accordance with the Rules of Court, and
- (b) the end of the Time for Appearance provided for above.

[or, if the time for defence has been set by order of the court, within that time.]

THE ADDRESS OF THE REGISTRY IS: 800 Smithe Street,
Vancouver, BC V6Z 2E1

The Plaintiff's ADDRESS FOR DELIVERY is: WHITELAW TWINING
Barristers & Solicitors
#2400 – 200 Granville Street
Vancouver, BC V6C 1S4
604-682-5466

Fax number for delivery (if any):

604-682-5217

The name and office address of
the Plaintiff's solicitor is:

David J. Wallin
WHITE LAW TWINING
#2400 - 200 Granville Street
Vancouver, BC V6C 1S4
(10796/ala)

ENDORSEMENT

The Plaintiff's claim is set out in attached Statement of Claim.

DATED: June 10, 2004



Solicitor for the Plaintiff

NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

RIVERA DESIGN GROUP LTD.

PLAINTIFF

AND:

JOSE S. TEPAIT a.k.a. JOE TEPEIT,
CLARA P. TEPAIT a.k.a. CLARA TEPEIT,
THE OWNERS LMS 1866,
ATLIFIC PROPERTY MANAGEMENT INC.,
JANE DOE #1, ABC PLUMBING, and
JOHN DOE #1

DEFENDANTS

STATEMENT OF CLAIM

The Parties

1. The Plaintiff Rivera Design Group Ltd. ("Rivera"), is a company incorporated under the laws of British Columbia and has its registered and records office at 210 838 Howe Street, Vancouver, British Columbia.
2. At all times material Rivera carried on business as a professional graphic design company and has a current business address at 208 - 1111 Homer Street, Vancouver, British Columbia.
3. The Defendant Jose S. Tepait, also known as Joe Tepeit whose occupation is an engineer, resides at 6 - 2888 Heather Street, Vancouver, British Columbia.
4. The Defendant Clara P. Tepait, also known as Clara Tepeit whose occupation is a dietician, resides at 6 - 2888 Heather Street, Vancouver, British Columbia.

5. The Defendant The Owners of LMS 1866 (collectively, the "Owners"), are a strata corporation registered pursuant to Section 2 of the *Strata Property Act*, S.B.C. 1998, c. 43, as amended.
6. The Defendant Atlific Property Management Inc. ("Atlific"), is a company incorporated under the laws of British Columbia and has a registered and records office at 900 Waterfront Centre, 200 Burrard Street, Vancouver, British Columbia.
7. The Defendant Jane Doe #1 ("Jane Doe #1"), is a person who's identity and address are not currently known to Rivera and was at all times material an occupier and owner of the premises above the Premises.
8. The Defendant, ABC Plumbing (the "Plumbers"), is a business the identity and address of which is not currently known to Rivera.
9. The Defendant John Doe #1 ("John Doe #1"), is a person who's identity and address are not currently known to Rivera, and was at all times material employed by the Plumbers as a plumber.

The Premises / Building

10. The Defendants, Jose S. Tepait and Clara P. Tepait (together, the "Landlords"), were at all material times the joint tenant owners and the landlord of property located at Suite #222, 970 Burrard Street, Vancouver, British Columbia, and more particularly described as:

PID: 024-479-390
Strata Lot No. 267, District Lot 541
Group 1, New Westminster District
Strata Plan LMS 1866

(the "Premises").

11. At all material times, Rivera was a tenant of the Premises pursuant to a lease agreement entered into with the Landlords on or about October 13, 2001 (the "Lease").

12. The Owners each own strata lot units in a mixed residential and commercial strata title development known as the "Electra", located at 970 Burrard Street, Vancouver, British Columbia (the "Building").

The Failure Incident

13. On or about June 23, 2002, there was a water escape incident in the Building as a consequence of the failure of the Building's fire suppression / plumbing system (the "Facilities") located above the Premises (the "Failure").

14. The Failure resulted in the ingress of a substantial volume of water into the Premises, resulting in Rivera suffering loss and damage to property which was located in the Premises at the time of the Failure.

Liability of the Landlords

15. The Lease contained express, or in the alternative, implied terms that the Landlords would at all times during the term of the Lease:

- (a) keep the Premises in a good and reasonable state of repair which expressly included the Facilities which serviced the Building;
- (b) be responsible for the installation, construction, maintenance, upgrading, inspection and repair of the Facilities;
- (c) keep the Facilities in a good state of repair;
- (d) properly maintain, upgrade, inspect and repair the Facilities as necessary from time to time, and as the circumstances may require;
- (e) warrant that both the Facilities and Premises were fit and adequate for Rivera's intended use;
- (f) provide Rivera with quiet enjoyment of the Premises; and
- (g) indemnify Rivera for damage caused to Rivera's property contained in the Premises with respect to the Facilities.

16. Rivera says that the Landlords breached the Lease as a consequence of the Landlords breaching their:

- (a) obligation to properly install, maintain, upgrade, inspect and/or repair the Facilities and/or the Premises, or any of the foregoing;
- (b) obligation to ensure that the Premises are kept in a state of good repair and otherwise ensure that the overall condition, reasonable wear and tear excepted;
- (c) warranty to Rivera that the Facilities and/or the Premises were fit and adequate for the purpose intended by the Defendants, and which the Defendants required; and
- (d) warranty to Rivera that the Landlords would provide Rivera with quiet enjoyment of the Premises.

17. Further, Rivera says that the Failure was caused in whole or in part by the Landlords or their authorized agents' negligent acts and omissions and breach of duty of care owed to Rivera. The particulars of such negligence include the following:

- (a) failing to install, maintain, upgrade, inspect and/or repair the Facilities and/or the Premises, or any of the foregoing;
- (b) failing to hire professional property managers to ensure that the Facilities of the Building were appropriately installed, maintained, upgraded, inspected and/or repaired in and around the Premises; and
- (c) such further and other particulars as will become known to Rivera.

18. Further, Rivera says that the Landlords are vicariously liable for the negligent acts or omissions of their authorized agents.

19. Further, or in the alternative, Rivera says that the Landlord is obliged to indemnify Rivera for damage caused to Rivera's property or any interruption to Rivera's business operations as a consequence of the Failure.

Liability of the Plumbers and John Doe #1

20. At all times material the Plumbers and John Doe #1 were responsible for the design, installation, repair and maintenance of the Facilities within the Building.

21. The Failure was caused in whole or in part as a result of the negligence of the Plumbers and John Doe #1, the particulars of such negligence include the following:

- (a) failing to exercise reasonable care in the design, installation, repair and maintenance of the Facilities;
- (b) generally failing to ensure that design, installation, repair and maintenance of the Facilities was performed by a qualified, experienced and licensed plumber and performed in a "workerlike" manner;
- (c) designing and installing the Facilities in the Building in a manner that was contrary to the National, Provincial and local Plumbing and Building Codes and Bylaws;
- (d) designing or installing the Facilities with unsuitable materials or components, or with unsuitable materials or components having regard for the levels of water pressure that the Facilities would be subjected to;
- (e) designing or installing the Facilities with valves or other plumbing appliances that caused the static water pressure in the Building to increase to levels beyond the specifications or capabilities of the Facilities;
- (f) failing to exercise reasonable care in retaining and/or supervising competent plumbers and/or plumbing contractors to design, install, repair or maintain the Facilities;
- (g) failing to exercise reasonable care in all of the circumstances; and
- (h) such further and other particulars as will become known to Rivera.

22. Further, Rivera says that the Plumbers are vicariously liable for the negligent acts or omissions of John Doe #1 and the Plumbers' other employees or authorized agents.

Liability of the Owners and Jane Doe #1

23. At all material times, the Owners were occupiers of the Building and had responsibility for and exercised control over the Building and in particular, the Facilities of the Building which serviced the Premises at the times material.

24. Rivera further says that the Failure was caused in whole or in part as a result of the Owners' and Jane Doe #1's acts, omissions and negligence, as well as the negligence of the employees and agents of Altific, acting within the scope of their employment and agency. The particulars of the such negligence include the following:

- (a) failing to hire a competent property manager;
- (b) failing to properly supervise Altific with respect to the performance of Altific's obligations pursuant to their property management contract with the Owners; and
- (c) such further and other matters not currently known to Rivera but are known to the Owners and Jane Doe #1.

Liability of Altific

25. At all times material Altific was the Owners' property manager and an agent of the Owners. In Altific's capacity as the property manager of the Building, Altific was responsible for the inspection, repair and maintenance of the Facilities.

26. At all material times, Altific was responsible for and exercised control over the condition of the Building and in particular, the Facilities of the Building which serviced the Building and the Premises.

27. Rivera further says that the Failure was caused in whole or in part as a result of the Altific's acts, omissions and negligence, as a consequence of the following:

- (a) failing to perform its property management duties in a competent manner;
- (b) failing to schedule regular maintenance of the Plumbing system;
- (c) failing to upgrade the Facilities to avoid the occurrence of the Failure;
- (d) failing to properly supervise the plumber and make all reasonably necessary arrangements with respect to the Building's Facilities maintenance; and
- (e) such further and other matters not currently known to Rivera but are known to Altific.

Rivera's Damages

28. By reason of the said negligence of the Defendants and nuisance caused by the Defendants, as described herein, Rivera has suffered great annoyance, discomfort, property damage, loss, business interruption and interference leading to Rivera suffering of loss and damage, the particulars of which include the following:

- (a) extensive water damage to personal property, chattels and stock in trade contained within the Premises;
- (b) loss and interruption to Rivera's business;
- (c) loss and damages to Rivera's goodwill and business reputation;
- (d) substantial interference with and use and enjoyment of the Premises and Rivera's property contained therein;
- (e) additional costs and expenses related to having to acquire alternative business premises to continue Rivera's business operations including additional relocation expenses relating to same; and
- (f) water damage to Rivera's customers' property contained within the Premises at the time of the Leak.

29. Further, or in the alternative, Rivera says that the escape of the water into the Premises as a consequence of the Failure, further constitutes and represents actionable nuisance upon Rivera by the Defendants and Rivera says that the Defendants are directly liable to Rivera therefor.

30. Rivera pleads and relies upon the provisions of the *Negligence Act*, R.S.B.C. 1996, c. 333 and the *Occupiers Liability Act*, R.S.B.C. 1996, c. 337, and amendments thereto.

WHEREFORE RIVERA CLAIMS AGAINST THE DEFENDANTS JOINTLY AND SEVERALLY FOR THE FOLLOWING:

- (a) general damages;
- (b) special damages
- (c) costs;
- (d) interest pursuant to the *Court Order Interest Act*; and

(e) such further and other relief as to this Honourable Court may seem meet.

PLACE OF TRIAL: Vancouver, British Columbia.

Dated: June 10, 2004

D.J. Wallin

Solicitor for the Plaintiff

This STATEMENT OF CLAIM is given by David J. Wallin, of the law firm of WHITE LAW TWINING, Solicitors for the above-named Plaintiff, whose place of business and address for delivery is 2400 - 200 Granville Street, Vancouver, British Columbia, V6C 1S4, 604-682-5466.
Attention: David J. Wallin (10796/ala)