



No. **SG54419**
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

COPY

THE OWNERS, STRATA PLAN LMS 2174

PLAINTIFFS

AND:

387903 B.C. LTD.,
PACIFIC COLUMBIA ESTATES INC.,
PACIFIC COLUMBIA ESTATES LIMITED PARTNERSHIP,
JAMES M. HALLEY,
HYLAND PACIFIC HOLDINGS INC.,
HYLAND TURNKEY LIMITED,
HAMILTON DOYLE ARCHITECTS,
LAWRENCE DOYLE ARCHITECT INC.,
LAWRENCE R. DOYLE,
STUART OLSON CONSTRUCTION INC.,
STUART OLSON CONSTRUCTORS INC.,
PIONEER CONSULTANTS LTD.,
KENNETH CHOW,
READ JONES CHRISTOFFERSEN LTD.,
ALLAN WINDOW SYSTEMS INC.,
67219 B.C. LTD., FORMERLY KNOWN AS GORDON SPRATT & ASSOCIATES LTD.,
GORDON W. SPRATT

DEFENDANTS

WRIT OF SUMMONS

Name and Address of each Plaintiff:

Owners, Strata Plan LMS 2174
c/o 700 - 375 Water Street
Vancouver, BC V6B 5N3

Name and Address of each Defendant:

387903 B.C. Ltd.

800 - 885 West Georgia Street
Vancouver, BC V6C 3H1

**Pacific Columbia Estates Limited
Partnership**

800 - 885 West Georgia Street
Vancouver, BC V6C 3H1

Hyland Pacific Holdings Inc.

800 - 885 West Georgia Street
Vancouver, BC V6C 3H1

Hamilton Doyle Architects

200 - 1450 Creekside Drive
Vancouver, BC V6J 5B3

Lawrence R. Doyle

4211 Angus Drive
Vancouver, BC V6J 4J1

Stuart Olson Constructors Inc.

c/o Robson Court
1000 - 840 Howe Street
Vancouver, BC V6Z 2M1

Kenneth Chow

4492 North West Marine Drive
Vancouver, BC V5R 1B6

Allan Window Systems Inc.

#2 - 445 West 6th Avenue
Vancouver, BC V5Y 1L3

Gordon W. Spratt

6145 Collingwood Street
Vancouver, BC V6N 1T5

Pacific Columbia Estates Inc.

800 - 885 West Georgia Street
Vancouver, BC V6C 3H1

James M. Halley

4 Strachan Point
West Vancouver, BC V7W 1C6

Hyland Turnkey Limited

800 - 885 West Georgia Street
Vancouver, BC V6C 3H1

Lawrence Doyle Architect Inc.

1908 Cathedral Place
925 West Georgia Street
Vancouver, B.C. V6C 3L2

Stuart Olson Construction Inc.

c/o Robson Court
1000 - 840 Howe Street
Vancouver, BC V6Z 2M1

Pioneer Consultants Ltd.

1933 West Broadway
Vancouver, BC V6J 1Z3

Read Jones Christoffersen Ltd.

3000 Royal Centre, P.O. Box 11130
1055 West Georgia Street
Vancouver, BC V6E 3R3

67219 B.C. Ltd., formerly known as Gordon

Spratt & Associates Ltd.
6145 Collingwood Street
Vancouver, BC V6N 1T5

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: 387903 B.C. LTD., PACIFIC COLUMBIA ESTATES INC., PACIFIC COLUMBIA ESTATES LIMITED PARTNERSHIP, JAMES M. HALLEY, HYLAND PACIFIC HOLDINGS INC., HYLAND TURNKEY LIMITED, HAMILTON DOYLE ARCHITECTS, LAWRENCE DOYLE ARCHITECT INC., LAWRENCE R. DOYLE, STUART OLSON CONSTRUCTION INC., STUART OLSON CONSTRUCTORS INC., PIONEER CONSULTANTS LTD., KENNETH CHOW, READ JONES CHRISTOFFERSEN LTD., ALLAN WINDOW SYSTEMS INC., 67219 B.C. LTD., FORMERLY KNOWN AS GORDON SPRATT & ASSOCIATES LTD., GORDON W. SPRATT

TAKE NOTICE that this action has been commenced against you by the Plaintiff for the claim 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 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.]

(1) THE ADDRESS OF THE REGISTRY IS:	800 Smithe Street Vancouver, B.C. V6Z 2E1
(2) The PLAINTIFF'S ADDRESS FOR DELIVERY is: Fax number for delivery (if any):	SUGDEN, McFEE & ROOS Barristers and Solicitors 700 - 375 Water Street Vancouver, B.C. V6B 5N3 Attention: Robin N. McFee, Q.C. (604)687-5596
(3) The name and office address of the Plaintiff's solicitor is:	SUGDEN, McFEE & ROOS Barristers and Solicitors 700 - 375 Water Street Vancouver, B.C. V6B 5N3 Telephone: (604)687-7700 Attention: Robin N. McFee, Q.C.

The Plaintiff's claim is:

Aug. 5, 2005
Dated

Robin N. McFee, Q.C.
Solicitor for the Plaintiffs

No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE OWNERS, STRATA PLAN LMS 2174

PLAINTIFFS

AND:

387903 B.C. LTD.,
PACIFIC COLUMBIA ESTATES INC.,
PACIFIC COLUMBIA ESTATES LIMITED PARTNERSHIP,
JAMES M. HALLEY
HYLAND PACIFIC HOLDINGS INC.,
HYLAND TURNKEY LIMITED,
HAMILTON DOYLE ARCHITECTS,
LAWRENCE DOYLE ARCHITECT INC.,
LAWRENCE R. DOYLE,
STUART OLSON CONSTRUCTION INC.,
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ALLAN WINDOW SYSTEMS INC.,
67219 B.C. LTD., FORMERLY KNOWN AS GORDON SPRATT & ASSOCIATES LTD.,
GORDON W. SPRATT

DEFENDANTS

STATEMENT OF CLAIM

The Plaintiffs

1. The Plaintiff, the Owners, Strata Plan LMS 2174 ("the Strata Corporation") is a Strata Corporation originally created and registered pursuant to the *Condominium Act*, R.S.B.C. 1996, c. 64 and amendments thereto, and continued pursuant to the *Strata Property Act*, S.B.C. 1998, c. 43 and amendments thereto, with an address for service for delivery in these proceedings of suite 700, 375 Water Street, Vancouver, British Columbia.

2. The members of the Strata Corporation, (collectively referred to as the “Individual Owners”) are or were members of the Strata Corporation and are or were registered owners of all the strata lots in a residential commercial condominium development known as Park Plaza located at 1188 Richards Street, Vancouver, British Columbia and legally described as

PID 023-247-177

Strata Lot 1 to 198, District Lot 541, New Westminster District,

Strata Plan LMS 2174, together with interests in the common property in proportion to the unit entitlement

(collectively “Park Plaza”)

For the purpose of these proceedings, the Individual Owners have an address for service of 700 – 375 Water Street, Vancouver, British Columbia.

3. The Strata Corporation is authorized pursuant to the provisions of sections 171 and 172 of the *Strata Property Act* to advance these claims as a representative of all owners for damages relating to the common property, common facilities and assets of the Strata Corporation and on behalf of the Individual Owners for damages relating to the individual strata lots of Park Plaza and about matters affecting only individual strata lots. The Individual Owners further claim damages to the extent that the Strata Corporation is unable to claim them representatively on the Individual Owners’ behalf. The Strata Corporation and the Individual Owners are hereafter collectively referred to as the “Owners”.

Nature of the Action

4. This is a proceeding to recover the costs of investigation, repairs and remediation to Park Plaza, other related/ancillary losses and damages. The repairs are necessary to remediate Park Plaza due to defects and deficiencies which pose a substantial danger to the health and safety of the individual owners, their visitors, other occupants of the strata lots, and individuals in the vicinity of Park Plaza.

The Development

5. Park Plaza is a residential/commercial complex comprised of low-rise townhouses, commercial units, and a high-rise residential tower. The high-rise residential tower contains 186 residential units, the low-rise portion comprises 8 three-storey townhouse residential units, and four ground floor commercial units.

6. Park Plaza was developed and constructed in 1994 and 1995. The City of Vancouver issued a building permit for the construction of Park Plaza on December 7, 1994. The City of Vancouver issued an occupancy permit for Park Plaza on November 20, 1995.

The Defendants and Their Roles

7. 387903 B.C. Ltd. is a body corporate duly incorporated pursuant to the laws of the Province of British Columbia with a registered and records office at 800 – 885 West Georgia Street, Vancouver, British Columbia. 387903 B.C. Ltd. is the parent company of the Hyland Turnkey Group of Companies (“the Hyland Turnkey Group”).

8. Hyland Pacific Holdings Inc. was a body corporate incorporated pursuant to the laws of the Dominion of Canada and extra-provincially registered in British Columbia with a head office in British Columbia at 800 – 885 West Georgia Street, Vancouver, British Columbia. Hyland Pacific Holdings Inc. was the parent company of Hyland Turnkey Limited and a member of the Hyland Turnkey Group.

9. Hyland Turnkey Limited was a body corporate duly incorporated pursuant to the laws of the Province of British Columbia with a registered and records office of 800 – 885 West Georgia Street. Hyland Turnkey Limited is a member of the Hyland Turnkey Group.

10. Pacific Columbia Estates, Limited Partnership, was a limited partnership registered in British Columbia. Pacific Columbia Estates Limited Partnership was dissolved on December 31,

1998. Pacific Columbia Estates Limited Partnership was a member of the Hyland Turnkey Group.

11. Pacific Columbia Estates Inc. is a body corporate duly incorporated pursuant to the laws of the Province of British Columbia with a registered and records office at 800 – 885 West Georgia Street, Vancouver, British Columbia. Pacific Columbia Estates Inc. was the general partners of Pacific Columbia Estates, Limited Partnership. Pacific Columbia Estates Inc. was dissolved from the corporate registry on January 25, 2002. Pacific Columbia Estates Inc. was a member of the Hyland Turnkey Group.

12. James M. Halley resides at 4 Strachan Point, West Vancouver, British Columbia, and was at all material times an officer and director of Pacific Columbia Estates Inc. and an agent for the Hyland Turnkey Group.

13. At all times material to the design, construction and marketing of Park Plaza, the Hyland Turnkey Group had been successfully engaged in the real estate development and construction business for many years.

14. Park Plaza was marketed to prospective purchasers, including the Individual Owners as a project that was being developed by the Hyland Turnkey Group thereby representing that

- (a) That Park Plaza was being developed by a long established, successful group of real estate development companies with significant assets and with substantial expertise in real estate development and construction; and
- (b) That the Hyland Turnkey Group would respond to and rectify any current or future problems, defects and/or deficiencies at Park Plaza.

15. 387903 B.C. Ltd., Pacific Columbia Estates Inc., Pacific Columbia Estates Limited Partnership, James M. Halley, Hyland Pacific Holdings Inc. and Hyland Turnkey Limited will hereinafter be collectively referred to as the “Developer Defendants”.

16. Pacific Columbia Estates Inc. and Pacific Columbia Estates, Limited Partnership were the agents for the Developer Defendants for the purposes of obtaining approval from the regulatory authorities for the design, construction and marketing of the strata units in Park Plaza.

17. With the exception of Pacific Columbia Estates Inc., at all material times the Boards of Directors of the individual corporate Developer Defendants comprised a number of common directors who simultaneously served as directors on the boards of each of the individual corporate Developer Defendants.

18. At all material times, the officers of the Developer Defendants included a number of individuals who were simultaneously serving as officers for various individual Developer Defendants.

19. Although the Developer Defendants are and were separate corporate entities, at all material times they were members of the Hyland Turnkey Group and in that capacity did not act independently and/or exercise independent action; rather the Developer Defendants acted as a single common unit/group enterprise. As the parent company of the Hyland Group of Companies 387903 B.C. Ltd. directed the mind, will and actions of each of the subsidiary members of the Hyland Group of Companies such that each of the individual Developer Defendants was under the intimate and immediate domination of 387903 B.C. Ltd.

20. The Developer Defendants collectively were the developer and development manager responsible for the design, construction and marketing of Park Plaza as well as the vendor of all strata lots to the Individual Owners.

21. The Defendant, Hamilton Doyle Architects, is an architectural firm with a place of business at 200 – 1450 Creekside Drive, Vancouver, British Columbia.

22. The Defendant, Lawrence Doyle Architect Inc., is a partner in the Defendant, Hamilton Doyle Architects; and similarly carries on business at 200 – 1450 Creekside Drive, Vancouver, British Columbia.

23. The Defendant, Lawrence Doyle, is an architect and principal of the Defendant, Hamilton Doyle Architects. Lawrence Doyle was the project architect for the Park Plaza project and carries on business at 200 – 1450 Creekside Drive, Vancouver, British Columbia.

24. Hamilton Doyle Architects, Lawrence Doyle and Lawrence Doyle Architect Inc. (collectively “the Architects”) were at all material times registered in British Columbia as members in good standing of the Architectural Institute of British Columbia and at all material times were the architect of record and primary consultants responsible for the overall design, field review, inspection and supervision of the construction of Park Plaza.

25. Stuart Olson Construction Inc. and Stuart Olson Constructors Inc. are body corporates duly incorporated pursuant to the laws of the Province of Alberta and extra-provincially registered in British Columbia, each with a head office in British Columbia at Robson Court, 1000 – 840 Howe Street, Vancouver, British Columbia (hereinafter collectively referred to as “Stuart Olson”). Stuart Olson was the general contractor responsible for overseeing the construction of Park Plaza and for field review/inspections during the course of construction.

26. Pioneer Consultants Ltd. is a body corporate duly incorporated pursuant to the laws of the Province of British Columbia, with a registered and records office at 1933 West Broadway, Vancouver, British Columbia.

27. The Defendant, Kenneth Chow, is a professional engineer and principal of Pioneer Consultants Ltd. and carries on business at 1933 West Broadway, Vancouver, British Columbia.

28. At all material times the Defendant, Pioneer Consultants Ltd. and Kenneth Chow (collectively the “Certified Professionals”) were registered in British Columbia as members in

good standing of the Association of Professional Engineers and Geoscientists in British Columbia and were the Certified Professional Consultants for Park Plaza. The Certified Professionals were , responsible to ensure the design and construction of Park Plaza conformed to the Building Code, the Vancouver Building Bylaw, related building regulations, and was designed and constructed free of defects in accordance with good engineering, construction and building practice.

29. Read Jones Christoffersen Ltd. ("Read Jones") is a body corporate duly incorporated pursuant to the laws of the Province of British Columbia, with a registered and records office at 3000 Royal Centre, P.O. Box 11130, 1055 West Georgia Street, Vancouver, British Columbia, and carrying on the profession of consulting engineering from premises at 3 – 1285 West Broadway, Vancouver, British Columbia.

30. At all material times, the principals of the Defendant, Read Jones, responsible for the Park Plaza project were registered in British Columbia as members in good standing of the Association of Professional Engineers and Geoscientists in British Columbia.

31. At all material times the Defendant, Read Jones, was the structural engineer/consultant for Park Plaza, responsible for ensuring that the design, specification, inspection, supervision of and construction of the structural components of Park Plaza, including anchorage and seismic restraints conformed to the Building Code, Vancouver Building Bylaw, related building regulations, and all other applicable safety enactments, and that it was designed and constructed free of defects and in accordance with good engineering, construction and building practice.

32. 67219 B.C. Ltd., formerly known as Gordon Spratt & Associates Ltd., is a body corporate duly incorporated pursuant to the laws of the Province of British Columbia, with a registered and records office at 6145 Collingwood Street, Vancouver, British Columbia.

33. The Defendant, Gordon Spratt, is a professional engineer and principal of 67219 B.C. Ltd.

34. At all material times, 67219 B.C. Ltd., formerly known as Gordon Spratt & Associates Ltd., and Gordon Spratt were registered in British Columbia as members in good standing with the Association of Professional Engineers and Geoscientists in British Columbia and were professional consultants for Park Plaza responsible to ensure that the design, construction and application of the membrane systems for Park Plaza conformed to the Building Code, the Vancouver Building Bylaws and related building regulations and were designed and constructed free of defects in accordance with good engineering, construction and building practice.

35. The Defendant, Allan Window Systems Inc., is a body corporate duly incorporated pursuant to the laws of the Province of British Columbia with a registered and records office at #2 – 445 West 6th Avenue, Vancouver, British Columbia.

36. Allan Window Systems Inc. (“Allan Window”) designed, manufactured and supplied the windows and window wall systems for Park Plaza.

Defects and Deficiencies

37. Park Plaza suffers from defects and deficiencies in its design and construction, which defects and deficiencies pose a substantial danger to the health and safety of the individual owners, their visitors, any other occupants of the strata lots, and individuals in the vicinity of Park Plaza (“the Defects and Deficiencies”).

38. The Defects and Deficiencies include but are not limited to:

- (a) Insufficient and inadequate masonry ties anchoring the exterior brick veneer walls of the high-rise tower;
- (b) Insufficient structural support for the roof of the high-rise tower resulting in cracking to the exterior concrete beams in the exterior penthouse area of the high-rise tower;

- (c) Precast concrete windowsills in the high-rise tower which are not mortared or otherwise secured in place, thereby rendering them susceptible to being dislodged and falling from the high-rise tower;
- (d) Blocked and non-functional weepholes in the exterior brick veneer of the high-rise tower resulting in deterioration to the structural components of the high-rise tower;
- (e) Lack of a continuous air barrier within the exterior wall assemblies of the high-rise tower, particularly at the interface between the walls and windows;
- (f) The inappropriate utilization of unsupported typar sheathing paper as an air barrier in the high-rise tower;
- (g) The delamination of the exterior EIFS strand at the roof deck parapet walls of the high-rise tower;
- (h) The lack of adequate waterproofing membranes and the lack of continuity of waterproofing at the roof decks of the high-rise tower and at grade assemblies of the development;
- (i) Inadequately sloped cap flashings and the lack of membrane underlay at the roof deck/wall interfaces of the high-rise tower;
- (j) Inadequately designed and constructed window wall assemblies, thereby permitting wind and moisture to ingress the exterior walls of the high-rise tower without any or any adequate provision to permit the egress of such moisture from the exterior walls;
- (k) Inadequately designed and constructed punch wall assemblies within the brick veneer walls thereby permitting wind and moisture to ingress the exterior walls of

the high-rise tower without any or any adequate provision to permit such moisture to egress the exterior walls;

- (l) Improper and inadequate design, specification, and application of horizontal membranes at the townhouse plazas, planters and decks;
- (m) Improper and inadequate design, specification and construction of the townhouse roof parapets, including the application or lack thereof of membranes;
- (n) Improper and inadequate design, specification and construction of the townhouse walls, particularly at the intersections of differential building materials;
- (o) Improper design, specification and utilization of inadequate window and sliding door assemblies of the townhouses, which assemblies permitted wind and water to ingress the windows and sliding doors without any or any adequate provision to permit moisture to egress from the windows and sliding doors;
- (p) Improper and inadequate design, specification and construction of bathroom tub assemblies in the townhouses which permitted the ingress of moisture to the townhouse wall assemblies from the interior of the townhouses.

Developer Defendants

39. As the Developer and Developer Manager as well as the vendor of all strata lots to the Individual Owners, the Developer Defendants jointly owed a duty of care to the Owners and were jointly responsible for:

- (a) The design, modifications to the design, and the specifications of the construction details for Park Plaza;

- (b) Retaining the design and construction personnel for the design and construction of Park Plaza;
- (c) Overseeing, supervising and coordinating the design and construction of Park Plaza;
- (d) Ensuring that Park Plaza was designed and constructed in accordance with the Building Code, the Vancouver Building Bylaw, in compliance with good design and construction practice, and was fit for the purposes of habitation and commercial use;
- (e) Ensuring that Park Plaza was designed and constructed without deficiencies, including the Defects and Deficiencies; and
- (f) Ensuring that the statements and representations made for the purposes of marketing and selling the Park Plaza units were accurate, complete and not misleading.

40. Further particulars of the duty of care owed by the Developer Defendants to the Owners include but are not limited to:

- (a) Exercising the reasonable skill care and diligence of competent developers and development managers;
- (b) Ensuring that the design, specifications and drawings for Park Plaza were prepared in a manner that upon being implemented by contractors and subtrades would result in Park Plaza being free of the Defects and Deficiencies;
- (c) Ensuring the due and proper retention of competent, skilled contractors, subtrades and suppliers, and ensuring the execution of the construction of Park Plaza by such contractors, subtrades and suppliers;

- (d) Ensuring that the best available methods were used in the performance of the construction such that Park Plaza would be free from the Defects and Deficiencies;
- (e) Ensuring that the design and construction was performed in accordance with the Vancouver Building Bylaw, the Building Code, all applicable building bylaws, and all architectural, engineering and construction standards of the time;
- (f) Ascertaining and ensuring by way of examination, tests, inspection, field reviews and otherwise that Park Plaza would be free of the Defects and Deficiencies, that all materials used in the construction of Park Plaza were of good quality and that Park Plaza as constructed was reasonably fit for the purposes intended;
- (g) Supervising and reviewing the design and construction of Park Plaza, including the architectural and structural components of Park Plaza to ensure that these components were designed and constructed in an appropriate manner so as to ensure the building was free of the Defects and Deficiencies;
- (h) Ensuring that the design consultants exercised reasonable care in the design of Park Plaza so as to ensure that Park Plaza would be free of the Defects and Deficiencies;
- (i) Ensuring that the design of the architectural and structural components of Park Plaza conformed with the architectural and structural requirements of the Vancouver Building Bylaw, the Building Code, and all applicable building requirements before letters of assurance were issued with respect to the same;
- (j) Ensuring that appropriate Letters of Assurance were executed by the responsible consultants and that appropriate inspections/field reviews with respect to the same

were conducted before such Letters of Assurance were issued to the municipal authorities;

- (k) Exercising reasonable skill, care and diligence prior to seeking the Development, Building and Occupancy Permits for Park Plaza;
- (l) Coordinating the design and construction of Park Plaza to ensure that it would be free of the Defects and Deficiencies; and
- (m) Such further and other particulars as may become known to the Owners during the discovery of documents and examination for discovery process in these proceedings.

41. The Defendants, Pacific Columbia Estates Inc. and James M. Halley, as agents for the Developer Defendants executed the Disclosure Statement for Park Plaza dated October 12, 1993 and amended on April 27 and October 2, 1995 (collectively the "Disclosure Statements") which were issued by the Developer Defendants to each of the purchasers of units at Park Plaza.

42. The Disclosure Statements, expressly or implied, represented that:

- (a) Park Plaza would be designed, constructed and developed in accordance with the Vancouver Building Bylaws, the Building Code, the Building permits and Development Permits issued by the City of Vancouver;
- (b) The Developer Defendants would ensure that the general contractor would provide a warranty for all elements of the construction of Park Plaza;
- (c) Park Plaza would be designed and constructed, free of defects and deficiencies arising from faulty design, materials, equipment and poor workmanship;

- (d) Park Plaza would be fit for its intended purpose of habitation and commercial uses;
- (e) Park Plaza would be constructed in accordance with the plans and specifications approved by the City of Vancouver; and
- (f) Park Plaza would be designed and constructed in compliance with appropriate design and construction practices.

These aforesaid representation and representations set out in paragraph 14 will hereinafter be collectively referred to as the "Representations".

43. In making the Representations, the Developer Defendants warranted that they were true and owed a duty of care to the Owners to ensure that the Representations were not inaccurate or misleading. The Developer Defendants knew or ought to have known that any breach of the Representations would result in the Owners purchasing units in Park Plaza, relying on inaccurate and incomplete information and would result in Park Plaza being designed and constructed with the Defects and Deficiencies, thereby causing damage to the Owners.

44. The Owners relied on the Representations in making their decisions to purchase or acquire units in Park Plaza.

45. In breach of the Representations and in breach of the duties of care the Developer Defendants owed to the Plaintiffs, the Developer Defendants:

- (a) Failed to exercise the reasonable skill care and diligence of competent developers and development managers;
- (b) Failed to ensure that the design, specifications and drawings for Park Plaza were prepared in a manner that upon being implemented by contractors and subtrades would result in Park Plaza being free of the Defects and Deficiencies

- (c) Failed to ensure the due and proper retention of competent, skilled contractors, subtrades and suppliers, and failed to ensure the execution of the construction of Park Plaza by such contractors, subtrades and suppliers;
- (d) Failed to ensure that the best available methods were used in the performance of the construction such that Park Plaza would be free from the Defects and Deficiencies;
- (e) Failed to ensure that the design and construction was performed in accordance with the Vancouver Building Bylaw, the Building Code, all applicable building bylaws, and all architectural, engineering and construction standards of the time;
- (f) Failed to ascertain and ensure by way of examination, tests, inspection, field reviews and otherwise that Park Plaza would be free of the Defects and Deficiencies, that all materials used in the construction of Park Plaza were of good quality and that Park Plaza as constructed was reasonably fit for the purposes intended;
- (g) Failed to supervise and review the design and construction of Park Plaza, including the architectural and structural components of Park Plaza to ensure that these components were designed and constructed in an appropriate manner so as to ensure the building was free of the Defects and Deficiencies;
- (h) Failed to ensure that the design consultants exercised reasonable care in the design of Park Plaza to ensure that Park Plaza would be free of the Defects and Deficiencies;
- (i) Failed to ensure that the design of the architectural and structural components of Park Plaza conformed with the architectural and structural requirements of the

Vancouver Building Bylaw, the Building Code, and all applicable building requirements before letters of assurance were issued with respect to the same;

- (j) Failed to ensure that appropriate Letters of Assurance were executed by the responsible consultants and that appropriate inspections/field reviews with respect to the same were conducted before such Letters of Assurance were issued to the municipal authorities;
- (k) Failed to exercise reasonable skill, care and diligence prior to seeking the Development, Building and Occupancy Permits for Park Plaza;
- (l) Failed to coordinate the design and construction of Park Plaza to ensure that it would be free of the Defects and Deficiencies;
- (m) Failed to ensure that the general contractor honoured the warranty;
- (n) Caused Park Plaza to be developed by a shell limited partnership without significant assets, without substantial expertise in real estate development and construction;
- (o) Failed to ensure that the Hyland Turnkey Group responded to and rectified the Defects and Deficiencies that occurred and are continuing to occur at Park Plaza;
- (p) Such further and other particulars as may become known to the Owners during the discovery of documents and examination for discovery process in these proceedings.

46. The Developer Defendants' breach of the Representations and breaches of their duties of care to the Owners have caused and contributed to the Defects and Deficiencies at Park Plaza.

The Architects

47. The Architect Defendants were the architects of record responsible for the design, field review/inspection and supervision of construction of Park Plaza.

48. The Architects were retained by the Developer Defendants or others pursuant to agreements ("the Architect Agreement") whereby the Architects agreed to perform all architectural design, consulting and inspection/field review services for the design and construction of Park Plaza, including the services of a registered professional under the Vancouver Building Bylaw, the Building Code and applicable City of Vancouver building regulation.

49. It was a term of the Architect Agreement, express or implied, that the Architects would exercise reasonable care, skill and diligence as architects in:

- (a) The design of Park Plaza;
- (b) Preparing the specifications of Park Plaza;
- (c) Designing, preparing drawings, preparing specifications for, supervising the construction of and inspecting/field reviewing the construction of Park Plaza to ensure that Park Plaza when constructed conformed with the Vancouver Building Bylaw, the Building Code, all architectural, engineering and construction standards, and in such a manner that Park Plaza would be designed and constructed so as to be free from the Defects and Deficiencies;
- (d) Specifying and ensuring that no defective or inappropriate materials or construction methods were utilized in Park Plaza; and
- (e) Executing Letters of Assurance of Coordination, Design and Performance of Inspection/Field Reviews to ensure that Park Plaza was constructed in

compliance with the Building Code, the Vancouver Building Bylaw, and prevailing architectural engineering and construction standards.

50. The Architects owed a duty of care to the Owners to fully and adequately perform their contractual duties under the Architects Agreement, and further owed a duty of care to the Owners to exercise all reasonable care, skill, diligence and competence as architects in the design, specification, supervision of the construction of and field review/inspection of Park Plaza such that Park Plaza would be designed and constructed free of the Defects and Deficiencies.

51. In breach of the Architect Agreement and in breach of the Architects' duty of care owed to the Owners, the Architects failed to exercise all reasonable care, skill, diligence and competence as architects in the design of, specification of, supervision of the construction of, and inspection/field review of Park Plaza, including without limiting the generality of the foregoing:

- (a) Failing to properly design Park Plaza;
- (b) Failing to prepare proper specifications for Park Plaza;
- (c) Failing to design, , prepare drawings, prepare specifications for, supervise the construction of and inspect/field review the construction of Park Plaza to ensure that Park Plaza when constructed conformed with the Vancouver Building Bylaw, the Building Code, all architectural, engineering and construction standards, and in such a manner that Park Plaza would be designed and constructed so as to be free from the Defects and Deficiencies;
- (d) Failing to specify and ensure that no defective or inappropriate materials or construction methods were utilized in Park Plaza; and
- (e) Executing Letters of Assurance of Design, Coordination, and Performance of Inspection/Field Reviews when Park Plaza was not constructed in compliance

with the Building Code, the Vancouver Building Bylaw, and prevailing architectural engineering and construction standards.

52. The Architects' breaches of their duties of care to the Owners and of their contractual duties have caused and contributed to the Defects and Deficiencies at Park Plaza.

The Certified Professionals

53. The Defendants, Pioneer Consultants Ltd. and Kenneth Chow, were the Certified Professionals for Park Plaza responsible to ensure that the design, specification of and construction of Park Plaza conformed to the Vancouver Building Bylaw, the Building Code, all related and applicable bylaws and regulations, and was free of the Defects and Deficiencies, whether arising from faulty design, materials or workmanship, or otherwise.

54. The Certified Professionals were retained by the Developer Defendants pursuant to an agreement ("the Consulting Agreement") whereby the Certified Professionals agreed to perform the duties of a Certified Professional including but not limited to code consulting, code coordination, coordination, review and approval of the design, and field review/inspection during the construction of Park Plaza, including services as a registered professional under the Building Code and the Vancouver Building Bylaw.

55. It was a term of the Consulting Agreement, express or implied, that the Certified Professionals would exercise all reasonable care, skill, diligence and competence as Certified Professionals for the design and construction of Park Plaza, including:

- (a) Reviewing and approving the design of Park Plaza;
- (b) Reviewing and approving the specifications for Park Plaza;
- (c) Certifying the designs and plans for Park Plaza for submission to the City of Vancouver;

- (d) Ensuring that the design and construction of Park Plaza complied with all safety requirements;
- (e) Conducting periodic field reviews of the construction of Park Plaza;
- (f) Performing all necessary ancillary design, review, field review and inspection services for the permit approval process and during the construction of Park Plaza;
- (g) Ensuring that Park Plaza was designed and specified in compliance with the Building Code, the Vancouver Building Bylaw, prevailing architectural, engineering and construction standards, and in such a manner that Park Plaza would be free of the Defects and Deficiencies;
- (h) Ensuring that no defective or inappropriate materials or construction methods were utilized in Park Plaza;
- (i) Conducting appropriate and periodic field reviews/inspections of the progress of the construction of Park Plaza to ensure that the construction work was being performed in accordance with the design, specifications and drawings of Park Plaza and in compliance with the Building Code, the Vancouver Building Bylaw, and prevailing architectural, engineering and construction standards;
- (j) Ensuring that all Letters of Assurance under the City of Vancouver Certified Professional Program were executed by the appropriate consultants retained for the design and construction of Park Plaza and that these consultants had performed all required field reviews/inspections of the construction of Park Plaza prior to making application for the Building and Occupancy Permits for Park Plaza;

- (k) Ensuring that Park Plaza would be free of the Defects and Deficiencies such that it was habitable and appropriate for the purpose for which it was constructed; and
- (l) Such further and other particulars as may become known to the Owners in the discovery of documents and examination for discovery process of these proceedings.

56. The Certified Professionals owed a duty of care to the Owners to fully and adequately perform their contractual duties under the Consulting Agreement, and further owed a duty of care to the Owners to exercise all reasonable care, skill, diligence and competence as Certified Professionals and code consultants throughout the process of the design, specification, construction and completion of Park Plaza, including ensuring that Park Plaza was designed, specified and constructed free of the Defects and Deficiencies.

57. In breach of the Consulting Agreement and in breach of the duty of care owed to the Owners, the Certified Professionals failed to exercise all reasonable care, skill, diligence and competence as Certified Professionals and code consultants for the design, specification, construction and completion of Park Plaza, including but not limited to:

- (a) Failing to adequately or properly review the design of Park Plaza and thereby approving an inappropriate design for Park Plaza;
- (b) Failing to adequately and appropriately review the specifications for Park Plaza and thereby approving inappropriate specifications for Park Plaza;
- (c) Certifying the designs and plans for Park Plaza for submission to the City of Vancouver when the said designs and plans were inadequate and did not comply with prevailing architectural, engineering and construction standards;

- (d) Failing to ensure that the design and construction of Park Plaza complied with all safety requirements;
- (e) Failing to conduct sufficient periodic field reviews of the construction of Park Plaza;
- (f) Failing to perform all necessary ancillary design, review, field review and inspection services for the permit approval process and during the construction of Park Plaza;
- (g) Failing to ensure that Park Plaza was designed and specified in compliance with the Building Code, the Vancouver Building Bylaw, in compliance with prevailing architectural, engineering and construction standards, and in such a manner that Park Plaza would be free of the Defects and Deficiencies;
- (h) Failing to ensure that no defective or inappropriate materials or construction methods were utilized in Park Plaza;
- (i) Failing to conduct appropriate and periodic field reviews/inspections of the progress of the inspection of Park Plaza to ensure that the construction work was being performed in accordance with the design, specifications and drawings of Park Plaza and in compliance with the Building Code, the Vancouver Building Bylaw, and prevailing architectural, engineering and construction standards;
- (j) Failing to ensure that the appropriate consultants had performed all required field reviews/inspections of the construction of Park Plaza prior to execution by these consultants of the requisite Letters of Assurance under the City of Vancouver Certified Professional Program;

- (k) Failing to ensure that Park Plaza would be free of the Defects and Deficiencies such that it was habitable and appropriate for the purpose for which it was constructed; and
- (l) Such further and other particulars as may become known to the Owners in the discovery of documents and examination for discovery process of these proceedings.

58. The Certified Professionals' breaches of their duty of care to the Owners have caused or contributed to the Defects and Deficiencies.

Structural Engineers

59. The Defendant, Read Jones, as the structural engineer ("the Structural Engineer") of record was responsible for the design, specification, inspection and supervision of the construction of the structural components of Park Plaza.

60. The Structural Engineer was retained by the Developer Defendants pursuant to an agreement ("the Structural Agreement"), whereby the Structural Engineer agreed to perform all engineering design, consulting, inspection and supervision services for the structural aspects of Park Plaza.

61. It was a term of the Structural Agreement, express or implied, that the Structural Engineer would:

- (a) Exercise all reasonable care, skill, diligence and competence in performing the engineering design, consulting, inspection and supervision services for the structural aspects of Park Plaza;
- (b) Provide full structural engineering services for the construction of Park Plaza, including preparing appropriate preliminary designs, coordinating the preliminary

design; preparing tender documents; construction administration; reviewing and approving shop drawings (including the shop drawings for the window walls); processing progress claims and change orders, conducting field reviews/site inspections, and final certification;

- (c) Designing, preparing and reviewing the structural aspects of the drawings and specifications to ensure compliance with the Vancouver Building Bylaw, the Building Code, prevailing architectural, engineering and construction manners, and in such a manner that Park Plaza would be constructed free of the Defects and Deficiencies;
- (d) Ensuring that no defective or inappropriate materials or construction methods were used in the design and construction of the structural aspects of Park Plaza;
- (e) Supervising the construction of the structural components of Park Plaza, including conducting periodic and appropriate inspections/field reviews of the construction of the structural aspects of Park Plaza to ensure that the structural components of Park Plaza were constructed in accordance with the drawings, in accordance with the specifications, in compliance with the Vancouver Building Bylaw in compliance with the Building Code and in accord with prevailing architectural, engineering and construction standards; and
- (f) Executing Letters of Assurance certifying that the design of the structural components of Park Plaza conformed to the structural requirements of the Vancouver Building Bylaw and other applicable safety enactments, and further assuring that the structural engineer had performed adequate field reviews of the structural components of Park Plaza to ensure that the structural components of Park Plaza conformed with the structural requirements of the Vancouver Building Bylaw and other applicable safety enactments.

62. The Structural Engineer owed a duty of care to the Owners to fully and adequately perform their contractual duties under the Structural Agreement, and owed a duty of care to the Owners to exercise all reasonable care, skill, diligence and competence as the structural consultant and as a registered professional for the design and construction of Park Plaza.

63. In breach of its duty of care owed to the Owners and in breach of the Structural Agreement, the Structural Engineer failed to exercise all reasonable care, skill, diligence and competence as the structural consultants and registered professionals, particulars of which include but are not limited to:

- (a) Failing to exercise all reasonable care, skill, diligence and competence in performing the engineering design, consulting, inspection and supervision services for the structural aspects of Park Plaza;
- (b) Failing to provide adequate structural engineering services for the construction of Park Plaza, including failing to prepare an appropriate preliminary structural design, failing to coordinate the preliminary design, failing to adequately reviewing the shop drawings – including the shop drawings for the window walls – failing to conduct adequate field reviews/site inspections, and inappropriately providing final certification for the inadequate structural components of Park Plaza;
- (c) Failing to design, prepare and review the structural aspects of the drawings and specifications to ensure that they complied with the Vancouver Building Bylaw, the Building Code, prevailing architectural, engineering and construction manners, and in such a manner that Park Plaza would be constructed free of the Defects and Deficiencies;

- (d) Failing to ensure that no defective or inappropriate materials or construction methods were used in the design and construction of the structural aspects of Park Plaza;
- (e) Failing to adequately supervise the construction of the structural components of Park Plaza, including conducting periodic and appropriate inspections/field reviews of the construction of the structural aspects of Park Plaza thereby failing to ensure that the structural components of Park Plaza were constructed in accordance with the drawings, in accordance with the specifications, in compliance with the Vancouver Building Bylaw, the Building Code and in accord with prevailing architectural, engineering and construction standards; and
- (f) Executing Letters of Assurance improperly certifying that the design of the structural components of Park Plaza conformed to the structural requirements of the Vancouver Building Bylaw and other applicable safety enactments, and further improperly certifying that the structural engineer had performed adequate field reviews of the structural components of Park Plaza when in fact the structural components of Park Plaza failed to conform with the structural requirements of the Vancouver Building Bylaw and other applicable safety enactments.

64. The Structural Engineer's breaches of its duty of care to the Owners have caused or contributed to the Defects and Deficiencies.

Membrane Consultants

65. The Defendant, Gordon Spratt and 67219 B.C Ltd. (formerly known as Gordon Spratt & Associates Ltd.) ("the Membrane Consultants"), were professional engineering consultants for Park Plaza responsible to ensure that the design and application of membranes and related work for Park Plaza conformed to the Vancouver Building Bylaw, the Building Code, prevailing

architectural, engineering and construction standards, and were free of the Defects and Deficiencies.

66. The Membrane Consultants were retained by the Developer Defendants pursuant to an Agreement ("the Membrane Consulting Agreement") whereby the Membrane Consultants agreed to perform all necessary consulting, engineering and inspection/field review services with respect to the design and application of membranes and related work for Park Plaza. It was a term of the Membrane Agreement, express or implied, that the Membrane Consultants would:

- (a) Exercise all reasonable care, skill, diligence and competence as professional engineers and consultants when reviewing the design, providing engineering services for, and performing field review/inspection services with respect to the application of membranes and related work to Park Plaza;
- (b) Ensuring that the drawings for and specifications for the membrane systems and related work of Park Plaza were designed and prepared in compliance with the Building Code, the Vancouver Building Bylaw, and prevailing architectural, engineering and construction standards, and in such a manner that Park Plaza would be constructed free of the Defects and Deficiencies in the membranes;
- (c) Ensuring that defective or inappropriate materials or construction methods were not utilized for the membrane systems and related work of Park Plaza;
- (d) Conducting proper and adequate periodic inspections during the course of construction to ensure that the membrane systems and related work at Park Plaza were conducted in accordance with the Building Code, the Vancouver Building Bylaw and prevailing architectural, engineering and construction standards; and
- (e) Ensuring that there were no defects in the membrane system at Park Plaza that would cause Park Plaza to suffer from the Defects and Deficiencies.

67. The Membrane Consultants owed a duty of care to the Owners to adequately and properly perform their contractual duties under the Membrane Agreement, and further owed a duty of care to the Owners to utilize all reasonable care, skill, diligence and competence in performing their duties as the Membrane Consultants for Park Plaza to ensure that the membrane systems at Park Plaza complied with the Vancouver Building Bylaw, the Building Code and were in accord with prevailing architectural construction practices such that Park Plaza would be constructed free of Defects and Deficiencies in its membrane systems.

68. In breach of their duty of care to the Owners, the Membrane Consultants failed to exercise all reasonable care, skill, diligence and competence as Membrane Consultants and professional engineers during the design and construction of Park Plaza, particulars of which include but are not limited to:

- (a) Failing to exercise all reasonable care, skill, diligence and competence as professional engineers and consultants when reviewing the design, providing engineering services for, and performing field review/inspection services with respect to the application of membranes and related work to Park Plaza;
- (b) Failing to ensure that the drawings for and specifications for the membrane systems and related work of Park Plaza were designed and prepared in compliance with the Building Code, the Vancouver Building Bylaw, and prevailing architectural, engineering and construction standards, and in such a manner that Park Plaza would be constructed free of the Defects and Deficiencies in the membranes;
- (c) Failing to ensure that defective or inappropriate materials or construction methods were not utilized for the membrane systems and related work of Park Plaza;
- (d) Failing to conduct proper and adequate periodic inspections during the course of construction to ensure that the membrane systems and related work at Park Plaza

were conducted in accordance with the Building Code, the Vancouver Building Bylaw and prevailing architectural, engineering and construction standards; and

- (e) Failing to ensure that there were no defects in the membrane system at Park Plaza that would cause Park Plaza to suffer from the Defects and Deficiencies.

69. The Membrane Consultants' breaches of their duties of care to the Owners have caused or contributed to the Defects and Deficiencies.

General Contractor

70. The Defendant, Stuart Olson, was the general contractor ("General Contractor") responsible for implementing the design of Park Plaza and constructing Park Plaza, including overseeing, supervising, coordinating and inspecting the construction of Park Plaza.

71. The General Contractor was retained by the Developer Defendants pursuant to an Agreement ("the General Contractor Agreement") whereby the General Contractor agreed to perform the services and duties of a General Contractor and provide overall supervision of the construction of Park Plaza.

72. It was a term of the General Contractor Agreement, express or implied, that the General Contractor would:

- (a) Appropriately implement the design of Park Plaza to ensure that Park Plaza was constructed in compliance with the Building Code, the Vancouver Building Bylaw, and prevailing construction practices/methodology;
- (b) Oversee, supervise, coordinate and conduct day-to-day field review/inspections of the construction of Park Plaza;

- (c) Ensure that defective or inappropriate materials and construction methods were not utilized in the construction of Park Plaza;
- (d) Ensure the due and proper execution of the construction of Park Plaza by contractors, sub-trades and suppliers;
- (e) Ensure that the best available methods were utilized in the construction of Park Plaza such that Park Plaza would be free of the Defects and Deficiencies; and
- (f) Ensure and supervise the performance of all rectification work and/or warranty work required for Park Plaza.

73. The General Contractor owed a duty of care to the Owners to properly discharge its contractual duties, and further owed a duty of care to the Owners to exercise all reasonable skill, care, diligence and competence as a General Contractor for Park Plaza.

74. The General Contractor breached the duties of care it owed to the Owners, particulars of which include but are not limited to the following:

- (a) Failed to appropriately implement the design of Park Plaza and failed to ensure that Park Plaza was constructed in compliance with the Building Code, the Vancouver Building Bylaw, and prevailing construction practices/methodology;
- (b) Failed to oversee, supervise, coordinate and conduct adequate day-to-day field review/inspections of the construction of Park Plaza;
- (c) Failed to ensure that defective and inappropriate materials and construction methods were not utilized in the construction of Park Plaza;
- (d) Failed to ensure the due and proper execution of the construction of Park Plaza by contractors, sub-trades and suppliers;

- (e) Failed to ensure that the best available methods were utilized in the construction of Park Plaza such that Park Plaza would be free of the Defects and Deficiencies; and
- (f) Failed to ensure and supervise the performance of all rectification work and/or warranty work required for Park Plaza.

75. The General Contractor's breaches of its duty of care to the Owners caused and contributed to the Defects and Deficiencies.

Window Wall/Window Manufacturer, Supplier and Installer

76. The Defendant, Allan Window Systems Inc., manufactured, supplied and installed the window wall and window systems for Park Plaza pursuant to an agreement with the Developer Defendants ("the Window Wall/Window Agreement").

77. It was a term of the Window Wall/Window Agreement, express or implied, that Allan Window would:

- (a) Use all reasonable care, skill, diligence and competence in performing its work to ensure that Park Plaza was constructed without defects and deficiencies to the window wall system and/or the windows;
- (b) Provide proper and adequate instructions for the installation of the window wall and windows such that upon installation the window walls and windows would conform with the Building Code, the Vancouver Building Bylaw and prevailing architectural, engineering, construction and window manufacturer standards/practices; and

- (c) Manufacture, supply and install window wall and window systems that prevented wind and moisture from ingressing the exterior walls of Park Plaza, and to the degree that any such moisture ingressed the walls, there would be adequate provision to permit the moisture to egress the exterior walls without causing damage to the exterior and/or interior components of Park Plaza.

78. Allan Window owed a duty of care to the Owners to properly and adequately discharge its duties under the Window Wall/Window Agreement, and further owed a duty of care to the Owners to use all reasonable skill, care, diligence and competence in the design, manufacture, supply and installation of the window walls and window at Park Plaza such that Park Plaza would be free of the Defects and Deficiencies.

79. In breach of its duty of care owed to the Owners, Allan Window failed to utilize reasonable care, skill, diligence and competence in the design, manufacture, supply and installation of the window walls/windows at Park Plaza, which breaches have caused or contributed to the Defects and Deficiencies at Park Plaza.

Duty to Warn

80. Further, each of the Defendants owed a duty of care to the Owners to warn the Owners of defects in design, specification and construction of Park Plaza, including the existence or potential for the existence of the Defects and Deficiencies, which Defects and Deficiencies pose a substantial physical danger to the health and safety of the Owners, visitors to Park Plaza, other occupants of the strata lots, and individuals in the vicinity of Park Plaza.

81. Each of the Defendants breached their duty of care by failing to warn the Owners of defects in design, specification and construction of Park Plaza, including the existence of or potential for the Defects and Deficiencies, thereby causing the Owners to suffer loss, damage and expense.

Damages

82. In consequence of the breaches committed by the Defendants, the Owners have suffered and will continue to suffer loss, damage and expense, including:

- (a) Professional and consulting advice respecting the Defects and Deficiencies;
- (b) Effecting temporary repairs to Park Plaza;
- (c) Remediating the Defects and Deficiencies;
- (d) Increased costs to maintain Park Plaza;
- (e) Damage to individual strata lots and personal property, including walls, carpets, furniture, wall hangings, and similar items;
- (f) Loss of rental revenue;
- (g) Diminution in the value of units at Park Plaza; and
- (h) Foreseeable inconvenience, anxiety and emotional turmoil to the Owners.

83. The Defendants are jointly and severally liable for all damage, loss and expense suffered by or to be suffered by the Owners and the Individual Owners of the strata lots of Park Plaza. The Owners and Individual Owners therefore plead and rely upon the provisions of the following:

- (a) *Negligence Act*, R.S.B.C. 1996, c. 333 and amendments thereto,
- (b) *Strata Property Act*, R.S.B.C. 1996, c. 43 and amendments thereto,

- (c) *Real Estate Act*, R.S.B.C. 1996, c. 397 and amendments thereto, the *Architects Act*, R.S.B.C. 1996, c. 17 and amendments thereto;
- (d) *Engineers and Geoscientists Act*, S.B.C., 1996, c. 116 and amendments thereto;
and
- (e) *Architects Act*, R.S.B.C. 1996, c. 17 and amendments thereto.

WHEREFORE the Plaintiffs claim against the Defendants, and each of them, jointly and severally, as follows:

- (a) General damages;
- (b) Special damages;
- (c) Prejudgment and postjudgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79 and amendments thereto;
- (d) Costs; and
- (e) Such further and other relief as to this Court may seem meet and just.

PLACE OF TRIAL: Vancouver, British Columbia

August 5, 2005
Dated

Robin N. McFee, Q.C.
Solicitor for the Plaintiffs

THIS STATEMENT OF CLAIM is filed by Robin N. McFee, Q.C. of Sugden, McFee & Roos, Barristers & Solicitors, whose place of business and address for delivery is Suite 700, 375 Water Street, Vancouver, B.C., V6B 5N3, Telephone: (604)687-7700, Fax: (604)687-5596

No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE OWNERS, STRATA PLAN LMS 2174

PLAINTIFFS

AND:

387903 B.C. LTD., and others

DEFENDANTS

WRIT OF SUMMONS AND
STATEMENT OF CLAIM

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