



Civil Resolution Tribunal

2018-01-29

CRT Tribunal Decision Plan – Dispute # SC-2018-002765

Section 1. Particulars of Dispute

Parties to the Dispute

Primary Applicant

Raymond Lee, rlee168@shaw.ca

Primary means of contact: email

Primary Respondent

The Owners, Strata LMS 3990

Contact: Marcus Chee, mchee4026@yahoo.com

Primary means of contact: email

Subject Strata Lots

Owner or tenant name	Address or unit number	Strata lot number (from Title Search)
Raymond Lee	2807-4500 Kingsway Burnaby, BC V5H 2A9	Strata Lot 261

Facilitator Information

Facilitator Name	Facilitation Close Date
Tracy Hannah	January 24, 2018

Open Claims

	Open Claims	Applicant's Requested Remedy
1	Overcharge of user fee exceeding what is allowed in the agreement for storage unit rentals.	An order requiring the respondent to charge the user fee according to the original agreement. An order that the respondent reverse the unreasonable charge from January 2017 in the amount of \$1592.00.
2	Reimbursement for the CRT fees.	An order that the respondent pay for my CRT fees in the amount of \$225.00.

Section 2. Evidence

Evidence

Evidence listed below has already been provided to the CRT and all parties. Please do not re-send this evidence. Please advise your facilitator immediately if you do not have any of the evidence listed below.

If you would like the tribunal member to consider additional evidence, please include it in your submission. Make sure that you give the CRT a copy of this additional evidence, along with your submission, by the deadline.

Evidence that is not provided to the CRT on time might not be considered.

Evidence #	Provided by	Description Of Evidence	Evidence Date <i>(if applicable)</i>
C1	CRT	General Search Index	Jan 29, 2018
C2	CRT	Strata plan	Sep 14, 1999
C3	CRT	Title	Oct 7, 2016
C4	CRT	Strata bylaws and amendments	Nov 26, 2008
C5	CRT	Strata bylaws and amendments	Oct 28, 2015
C6	CRT	Strata bylaws and amendments	Jan 24, 2008
C7	CRT	Strata bylaws and amendments	Nov 12, 2010
C8	CRT	Strata bylaws and amendments	Oct 22, 2009
C9	CRT	Strata bylaws and amendments	Nov 8, 2013
C10	CRT	Strata bylaws and amendments	Oct 14, 2004
C11	CRT	Strata bylaws and amendments	Oct 2, 2002

Evidence #	Provided by	Description Of Evidence	Evidence Date <i>(if applicable)</i>
A1	Applicant	Option to lease	September 10
A2	Applicant	Sublease agreement for storage locker #18	2000
A3	Applicant	Sublease agreement for storage lockers #22 & 28	2001
A4	Applicant	2000-2003 Invoices	
A5	Applicant	2011 Invoices	
A6	Applicant	2017 Invoices	
A7	Applicant	Letter of confirmation of rents issued by Vancouver Condominium Services	December 3, 2010
A8	Applicant	Lease common property storage locker #18	December 1, 2010
A9	Applicant	Lease common property storage locker #21	December 1, 2010
A10	Applicant	Lease common property storage locker #28	December 1, 2010
A11	Applicant	Rental Charge Comparison Table 2010, 2016 & 2017	
A12	Applicant	List of evidence	
A13	Applicant	Developer Letter	Year 2000

Evidence #	Provided by	Description Of Evidence	Evidence Date <i>(if applicable)</i>
R1	R	Letter to CRT to clarify Applicant is a commercial business (part of LMS3863) renting a commercial storage locker from Residential strata LMS3990.	Feb 18, 2018
R2	R	Photo of Bo Wah Restaurant	Feb 18, 2018
R3	R	Photo of Shanghai Elan Restaurant	Feb 18, 2018
R4	R	Spreadsheet to show Applicant's claim should be \$992 for	Feb 18, 2018

		base rent dispute.	
R5	R	2017 Invoices for 4 storage lockers (locker 17, 18, 21 and 28)	January 27, 2017
R6	R	Storage rate of Highland Van and Storage from Internet Advertisement	Feb 18, 2018
R7	R	LMS3990 Common Property Index that does not show BN245245 Option to Lease document as claimed by Applicant.	June 6, 2017
R8	R	BN245243 Option to Lease	Sept 10, 1999
R9	R	BN245247 Option to Lease	Sept 10, 1999
R10	R	Dissolution notice from the Registrar of Companies for KKBL no. 277 Ventures Ltd. and KKBL no. 278 Ventures Ltd. on May 29, 2009.	Feb 8, 2017
R11	R	Letter to Applicant to provide supporting evidence that "Schedule A" (which would include BN245245 Option to Lease) is registered and filed under LMS3990.	July 19, 2017
R12	R	Photo of HVAC Climate Control	
R13	R	Tax Reports	
R14	R	Fridge Audits	
R15	R	2011 BCSC 124	
R16	R	2017bcsc71	

Section 3. Statement of Facts

Which of the following statements do you agree with? To indicate you agree with a statement, place a checkmark *✓* in the appropriate box. If you do not agree with a statement then leave the box blank.

#	Fact	Applicant Agrees Place <i>✓</i> if you agree	Respondent Agrees Place <i>✓</i> if you agree
1	N/A		

Section 4. Arguments

Please complete the appropriate section for each claim. If you need more space, please use an additional page. Please **DO NOT**

- a) CHANGE OR WRITE OVER THE OTHER PARTY'S INFORMATION.
- b) INCLUDE ANY INFORMATION THAT RELATES TO SETTLEMENT DISCUSSIONS HELD DURING FACILITATION UNLESS ALL PARTIES HAVE AGREED.

CLAIM #1

Claim Overcharge of user fee exceeding what is allowed in the agreement for storage unit rentals.

Desired Remedies An order requiring the respondent to charge the user fee according to the original agreement.

An order that the respondent reverse the unreasonable charge from January 2017 in the amount of \$1592.00.

Applicant Submission	<p>Applicant submission:</p> <p>First of all, I would like to point out that it was the confirmation from the developer of the Crystal complex back in year 2000 that these storage lockers were designated for a 99 years lease term for the storage lockers tenants (Clause 5.4 of Head Lease registered as BN245245) (A1). It is stipulated in section 3.1.1 under RENT that the base rent started at \$300 per locker per annum during the first year and would be adjusted by the increase in the Consumer Price Index for each successive lease year under section 3.1.2. By a letter dated December 3, 2010 (A7), the Agent of the Respondent again indicated that the rental amounts will not change for the tenants who had rented the lockers since 2008. A lease (A8) was also created by the Respondent's agent to further support that confirmation. The rate increase in 2017 (A6) is 47.30% for the lockers and 100% for the fridge which is hefty and ultra vires the intention of the Headlease as confirmed by the developer and the Respondent's confirmation back in 2010. This justifies the reason to claim back the huge increase which is \$1592 approximately.</p> <p>Explain how the evidence supports your submission.</p> <p>The evidence shows the history and background information for the storage lockers. It also shows the amounts of rental increases over the years, actually some of the increases before also exceeded the CPI during the year. I would also like to point out that the lockers are not fully climate-controlled. Like other storage locker rooms, it has a ventilation fan to keep the room ventilated, but I am not sure if it is climate-controlled as specified by the Respondent as there is no other device that keeps the temperature in the room. As a new evidence, there was a document issued by the developer back in year 2000 to further support the intention of these storage lockers and the way the rents should be increased during the 99 years lease term. Please see A13.</p>
Respondent Response	<p>Respondent Response (if applicable)</p> <p>A Land Title search on June 6, 2017 (R7), indicated that the "Headlease" BN245245 (A1) instrument or charge was NOT found on Strata Plan LMS 3990 Common Property Search (R7) and it also was NOT found (January 29, 2018) on Strata Plan General Index For Strata Plan Number LMS3990 (C1). Rather, 2 other "Option to Lease" instruments, BN245243 (R8) and BN245247 (R9), both also dated September 10, 1999 were found on Strata Plan LMS 3990 Common Property Search (R7). Strata Plan LMS 3990 submits that, under Land Title Act (RSBC 1996) Chapter 250 Part 3, Section 20, that the BN245245 instrument that is not registered (or having been cancelled) does not pass estate or bind successors of the estate (LMS 3990) and the "Option to Lease" instrument (BN245245) (A1) is thus unenforceable.</p> <p>Moreover, the "Head Lease registered as BN245245" that the Applicant, Mr. Raymond Lee refers to "back in year 2000" which he provides as evidence (A1) actually shows a filing date of September 10, 1999. The Strata Plan (C2) BN247519 – BN247736 for LMS 3990, including the Strata Plan By-Laws (BN247518), as shown in (C1) was not filed until September 14, 1999. Prior to this date, the strata corporation was not formed, which also made it impossible for Strata Plan LMS 3990 to agree to such an arrangement, even if it wanted to. There is no contract between the Developer and Strata Plan LMS 3990 wherein Strata Plan LMS 3990 formally adopted any obligations contained in the so called "Head Lease" BN245245 agreement. More importantly, there was no agreement between the Respondent, Strata Plan LMS 3990 and the Applicant, Mr. Raymond Lee, on or after September 14, 1999, to assume the obligations of the "headlease BN245245".</p>

"Clause 5.4 of Head lease" (A1, page 14 of 25 of Doc# BN245245) as stated by the Applicant regarding "99 year lease term" is not true. Clause 5.4 (A1, page 14 of 25 of Doc# BN245245) is sub-titled "Use of Premises".

The "letter dated December 3, 2010" (A7), that the Applicant claims that "the Agent of the Respondent again indicated that the rental "amounts **will not change**" for the tenants who had rented the lockers since 2008" is patently falsified. This letter dated December 3, 2010 (A7) states "Please be advised that the rental "amounts **have not changed**" for any tenant who has rented the same locker since 2008 or earlier; only new tenants who have signed a new lease in 2009 or later have paid an increased rental amount." The statement made by the Agent of the Respondent does not state that rental amounts would not change in the future. In fact, according to the evidence (A4) submitted by the Applicant, rents did change each year. Nonetheless, this lease (A8) which the Applicant refers to, was not signed or executed by both parties which Strata Plan LMS 3990 now considers null and void.

From the very beginning, the storage locker tenants (including the Applicant) have been paying below fair market value rental rates. For several years, the Respondent were under the mistaken belief that they were bound by the "lease agreement" between the Applicant and the Tenant of the Developer, namely KKBL No. 277 Ventures Ltd. (A2 and A3). These rates were artificially set low by the Developer to entice purchasers for the adjacent food court stalls (strata lots that belong to Strata Plan LMS 3863), which is next to Strata Plan LMS 3990. Based on the account (A4, A5 and A6) of the Applicant, since the year 2000, there were approximately 9 years where there was no rent increase. Out of the 17 years of rental, the Applicant only paid 4 years of management fees and the Applicant had not purchased or provided any insurance coverage per the "lease agreements". The rent increase is actually \$992.00 (R4) for 4 storage lockers. The Applicant included the BC Hydro utility charge for 2 fridges (\$600.00) into his claim of \$1592.00. And an audit (R14) that was performed on March 22, 2018, revealed that the Applicant misrepresented the actual number of fridges consuming BC Hydro electrical use. There are 6 fridges in use currently by the Applicant and not only the 2 fridges as claimed. The rent increase is modest and compares favorably to the fair market value rents of similar rental storage facilities (R6). This modest rent increase for the 4 storage lockers combined amounts to no more than \$21 per locker per month. There is nothing to stop the Applicant from renting from other storage locker facilities if he chooses to.

The new evidence (A13) submitted by the Applicant and his claim that it came from the Developer "in year 2000" is suspect and even contradicts the sequence of events. Even if it did come from the Developer, this "document" is not a legal binding document. There is nothing in the A13 document that states that this is from the Developer nor is it dated. On page 2 of A13, under "Note:", it states "a) Detailed terms and conditions fo the sub-lease are subject to further changes in accordance with the final Headlease which is under preparation." This A13 "Developer Letter" document as claimed to be received "in year 2000" by the Applicant cannot be relied upon as the BN245245 document was already filed in September 10, 1999. Prior to the Applicant submitting this A13 document as evidence, Strata Plan LMS 3990 had no knowledge of the existence of such a document nor did it agree to the items on it or co-authored it with the Developer.

Explain how the evidence supports your response. Ensure you attach a copy of any new evidence that's not already listed in in the table above. Please describe the new evidence and submit the CR1

The Applicant's assertion that "the lockers are not fully **climate-controlled**" is erroneous and misleading. The Respondent submits additional evidence (R12) of photographs of the HVAC Heat Pump /Air-Con Climate Controlled system and the duct system inside the storage room supplying ventilation to the storage lockers for **climate-control**.

The Respondent, Strata Plan LMS 3990 submits additional evidence (R13) of sales history (registration) of strata units being registered by Developer on September 14, 1999. This is further

evidence to show that the "strata plan document" (C2) BN247519 – BN247736, including strata by-laws (BN247518) and pre-sold units were filed on September 14, 1999. The so-called "Headlease BN245245 document" (A1) filing date of September 10, 1999, was filed before the "strata plan" of LMS 3990 was even filed and before the existence of a strata corporation or the establishment of Strata Plan LMS 3990.

Additional photographic evidence (R14) taken by the Strata Plan LMS 3990 on March 22, 2018 during a storage locker audit shows that the Applicant has used more fridges in the storage locker without disclosing to Strata Plan LMS 3990, essentially using more electricity without payment. The Applicant was charged for 2 fridges but the Applicant has a total of 6 fridges (locker no. 17 has 1, locker no. 18 has 2 fridges, locker 21 has 3 and locker 28 has none). The Applicant did not disclose the extra fridges to the strata. The Applicant owes the strata for 2017 an additional amount of \$1200.00 (\$300 per fridge per year for BC Hydro electrical usage).

The Respondent, Strata Plan LMS 3990, also relies on the BC Court case 2011 BCSC 124 (Docket 10-3284) (R15) whereby it has been deemed by the Courts that "agreements" (or leases and sub-leases) longer than terms in excess of three years that are not registered at the Land Title Office to be unenforceable (R15, arrow highlighting pages 1, 2, 4, 11 and 26).

The Respondent, Strata Plan LMS 3990 also relies on the BC Court case 2017 BCSC 71 (Docket S134699) (R16). BC Court case 2017 BCSC 71 involves Crystal Square Development Corp. (R16, page 1), the same developer that the Applicant mentions in his submission above. The very same developer that "executed" the so-called "headlease, BN245245" (A1). The following pages (in R16 document evidence) are highlighted to show relevance to this dispute: Pages 1, 2, 3, 4, 5, 10, 11, 17, 19, 20, 21, 23, 25, 26 and 29.

The Applicant is part of the "retail complex" (R16, page 3 and 4). And the Respondent is the "residential tower" (R16, page 3 and 4). The Respondent submits that the so-called "headlease BN245245" and "sublease agreements" (A2 and A3) are positive covenants and "does not run with the land" (R16, page 20, para. 47-50 and page 21, para. 55). Similar to the 2017 BCSC 71 dispute, the "headlease document, BN245245" when registered at the Land Title Office, the Respondent strata corporation, Strata Plan LMS 3990 did not exist (R16, page 10). The Respondent, Strata Plan LMS 3990 asserts that it was not and is not a party to the "headlease BN245245" (R16, page 19 para. 45 and R16 page 20 para. 47 and 48). Furthermore, the Respondent, Strata Plan LMS 3990, states that there is no evidence that any party belonging to the Strata Plan LMS 3990 agreed to the obligations of the "headlease BN245245" and then refused to enter into **post-incorporation agreement**" (R16 page 25 para. 68).

The Respondent seeks the Tribunal's decision to dismiss the Applicant's claim.

In response to the respondent's remarks, please note the following:

BN245243 RCVD: 1999-09-10 RQST: 2017-07-21 15:01

BN245247 RCVD: 1999-09-10 RQST: 2017-07-21 15:00

BN245245 RCVD: 1999-09-10 RQST: 2017-07-31 15:13

I would like to bring to your attention that all the above documents are registered in the land title office. All 3 documents were presented by Mr. Stanley Wong who was the applicant's agent. And the applicant was KOFFMAN KALEF, Business Lawyers, 19th Floor, 885 West Georgia Street, Vancouver, BC., V6C 3H4. This is the same information as printed on the first pages of the 3 documents. All 3 documents co-exist in the land title office. All 3 documents can be searched and obtained at the land title office.

KOFFMAN KALEF, Business Lawyers is still in operation today. They were appointed by the developer to register those documents at the land title office. It says on page 5 of BN245245 under item 8 that the Agreement and the Option will not be discharged or released from the title to the Property. The developer designed the storage lockers and created the necessary documents based

Applicant Final Reply

on the intention that the storage lockers tenants can satisfy the storage requirement of Simon Fraser Health and the Strata LMS3990 can get a stable income over the years. I also want to make it clear that Strata LMS3990 did not build the storage lockers, it was the developer who designed and paid for the total cost of building these storage lockers and the associated systems. The strata LMS3990 is collecting the rents each year without putting in any capital investment at all.

Clause 2.2.1 on page 10 of BN245245 clearly states that the term is 99 years. It is absolutely untrue that there is no rental arrangements between the Strata LMS 3990 and Raymond Lee as the tenant. As you could see, in the first few years of the lease term, the Strata and the management company, PCI, followed the terms exactly. The rents started at \$300 per year per storage locker and was increased by the consumer price index (CPI) accordingly. If there were no rental arrangements as claimed by the respondent, then on what merits does Strata LMS3990 charge the rents every year starting from year 2000?

The respondent claims there were 9 years where there was no rent increase since year 2000, that is untrue.

During year 2000-2003, rent was increased by the CPI (Evidence A4). The rent kept going up and it was increased to \$500 for year 2011 (Evidence A6). For year 2016, it was increased to \$602 (Evidence A11). The biggest increase is year 2017 where a large locker rent became \$1000 and \$850 for a medium locker (Evidence A6 & A11). The rate increase in 2017 (Evidence A6) is 47.30% for the lockers and 100% for the fridge. (Evidence A11). I believe BC Hydro did not double the Hydro fee from year 2016 to year 2017 as a matter of fact.

Is it fair that the rent increase decision is only made by the landlord and the tenant just has to agree with the increase amount every year? All evidences point to the fact that the developer created these lockers to help out the tenants and to also provide a stable income for the Strata LMS3990. However, it seems like it is now misused to make big money out of it. The Strata LMS3990 is totally empowering itself to increase the rent at their free will. A perfect example is that they issued an invoice charging \$100/fridge/year for year 2017 (Evidence A6), but under the latest respondent response, they again change the rate to \$300/fridge/year. This is exactly the irresponsible behavior I am talking about. In any lease agreement, the landlord and the tenant usually have an expectation of how the rents will be charged. However, this is absolutely not the case right now.

As a matter of fact, I accepted and paid for the previous years rents even with the rent increase, however, for year 2017, the increase was 47% which I found completely unreasonable to accept.

The Applicant hopes the Tribunal plan can help to solve this ongoing issue between the Residential Strata LMS3990 and Myself as the tenant of the storage lockers.

(Please see below for my further response)

CLAIM #2

Claim Reimbursement for the CRT fees.

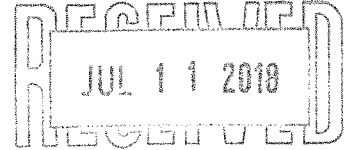
Desired Remedy An order that the respondent pay for my CRT fees in the amount of \$225.00.

Applicant Submission	<p>Applicant submission:</p>
	<p>Explain how the evidence supports your submission.</p>
Respondent Response	<p>Respondent Response (if applicable)</p> <p>Strata Plan LMS 3990 rejects the claim of the Applicant to pay his CRT fees in the amount of \$225.00 as the Applicant's legal claim is without merit (so called "headlease" is not registered and it is also an unforceable instrument by the Developer) and as it turns out, the Applicant actually owes the strata additional fees (\$1200.00) for additional fridges in use that it did not disclose.</p>
	<p>Explain how the evidence supports your response.</p> <p>Strata Plan LMS 3990 submits photos (R14) of an audit that took place on March 22, 2018. The photographic evidence shows the number of fridges for each locker and the discrepancy of what the Applicant paid and what was actually in use. The Respondent seeks recovery of what the Applicant owes the strata (\$1200.00) and seeks the Tribunal's decision to dismiss the claim of "CRT fees" by the Applicant against the Respondent.</p>
Applicant Final Reply	<p>Each year, an invoice will be given out by Strata LMS3990 that tells me the new rents and the number of fridges in the lockers, I as the tenant do not get to report the number of fridges. As seen in (Evidence A6 and A11), the Strata did charge me for 6 fridges (3 in locker #18/ 3 in locker #21) at \$100/ fridge which was already double the amount from year 2016 (\$50/fridge). I totally do not see how I "misrepresented" the number of fridges as I do not even get the say. The audit for the fridges as the respondent admits, is performed by the Strata LMS3990 every year. I, and the other tenants, do not get to report the number of fridges we use. To claim that I own the strata another \$1200 for the fridges is completely unreasonable. If this trend of unreasonable rent increase continues, it won't be surprised the rent will probably double again in the next 3 years.</p>

Tenants of the other storage lockers think the same way and feel helpless. As shown in Evidence A6, the Strata orders the new rents to be paid within 30 days from the invoice date, and they have the right to remove and dispose of storage lockers items with no further notice if it is not paid up. The tenants are getting zero respect and absolutely no ground to further discuss the imposed rents. That is certainty not the right direction to proceed for this rental relationship.

Thank you so much for your attention!

JUL 09 2018 IN THE SUPREME COURT OF BRITISH COLUMBIA



BETWEEN:



AMY WING YAN LAU

PETITIONER

AND:

ANGELA MEIYUAN TAN
WAN HUA XIE
NEEDLE ART EMBROIDERY & DESIGN LTD.
CAPITAL ONE BANK (CANADA BRANCH)
AMY WING YAN LAU
THE OWNERS, STRATA PLAN LMS3990
JOHN DOE and JANE DOE, As Tenants

RESPONDENTS

PETITION TO THE COURT

(Name and address of each petitioner)

AMY WING YAN LAU
c/o Brian C. Markus
#930 - 777 Hornby Street
Vancouver, B.C. V6Z 1S4

(Name and address of each respondent)

ANGELA MEIYUAN TAN
2808-9088 Willingdon Avenue
Burnaby, BC V5H 4V2

CAPITAL ONE BANK (CANADA BRANCH)
c/o Elizabeth Wong
Richards & Richards
Barristers and Solicitors
10325 - 105th Street
Surrey, BC V3R 4B1

WAN HUA XIE and
NEEDLE ART EMBROIDERY & DESIGN
LTD.
c/o Wallace Wong
Wallace M. Wong & Co.
Barristers and Solicitors
100 - 8120 Granville Avenue
Richmond, BC V6Y 1P3

THE OWNERS, STRATA PLAN LMS3990
c/o Charles Wong
Bayside Property Services Ltd.
100 - 6400 Roberts Street
Burnaby, BC V5G 4C9

AMY WING YAN LAU
c/o Brian C. Markus
#930 - 777 Hornby Street
Vancouver, B.C. V6Z 1S4

JOHN DOE and JANE DOE, As Tenants
2808 - 6088 Willingdon Avenue
Burnaby, BC V5H 4V2

This proceeding has been started by the Petitioner for the relief set out in Part 1 below.

If you intend to respond to this petition, you or your lawyer must

- (a) file a response to petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and
- (b) serve on the petitioner
 - (i) 2 copies of the filed response to petition, and
 - (ii) 2 copies of each filed affidavit of which you intend to rely at the hearing.

Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the response to petition within the time for response.

The petitioner claims the right if necessary, to serve this petition on the respondents, or any of them, outside British Columbia on the ground that the proceeding is in respect of breach committed in British Columbia of a contract which ought to have been performed in British Columbia pursuant to Rule 13 (1) (g) and on the ground that the proceeding is by the mortgagee in relation to a mortgage of property in British Columbia pursuant to Rule 13 (1) (k).

Time for response to petition

A response to petition must be filed and served on the petitioner

- (a) if you reside anywhere within Canada, within 21 days after the date on which a copy of the filed petition was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed petition was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed petition was served on you, or
- (d) if the time for response has been set by order of the court, within that time.

1. The ADDRESS OF THE REGISTRY is: Supreme Court Registry, 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1.

2. The ADDRESS FOR SERVICE of the Petitioner is: #930 – 777 Hornby Street, Vancouver, British Columbia, V6Z 1S4, Phone: (604) 623-3335, Fax: (604) 688-9981.

3. The NAME AND OFFICE ADDRESS of the Petitioner's lawyer is: Brian C. Markus,

#930 – 777 Hornby Street, Vancouver, British Columbia, V6Z 1S4, Phone: (604) 623-3335,
Fax: (604) 688-9981.

CLAIM OF THE PETITIONER

PART 1: ORDER SOUGHT

1. A DECLARATION that the Equitable Mortgage made between the Petitioner, Amy Wing Yan Lau, as Mortgagee, and the Respondent, Angela Meiyuan Tan, as Mortgagor, as confirmed by the Honourable Justice McEwan on October 12, 2017 (the “Equitable Mortgage”), is an Equitable Mortgage charging the following land:

ALL AND SINGULAR that certain parcel or tract of land and premises lying and being in the City of Burnaby, in the Province of British Columbia, more particularly known and described as:

PID: 024-595-837
Strata Lot 204 District Lot 153 Group 1 New Westminster District
Strata Plan LMS3990

(the “Lands and Premises”)

which ranks in priority to the interests in the Lands and Premises of the Respondents and their heirs, executors, administrators, successors, and assigns, and all persons claiming by, through, or under them, except those interests in the Lands and Premises of the Respondent, The Owners, Strata Plan LMS3990, which rank in priority to the Equitable Mortgage under Section 116 of the B.C. Strata Property Act (the “Strata Priority Charges”).

2. A DECLARATION that the Equitable Mortgage is in default and the whole balance owing under the said Equitable Mortgage is now due and payable to the Petitioner.

3. AN ORDER fixing the redemption period.

4. A DECLARATION that the Equitable Mortgage ranks in priority to the interest of any of the Respondent, except those interests in the Lands and Premises of the Respondent, The Owners, Strata Plan LMS3990, which rank in priority to the Equitable Mortgage under Section 116 of the B.C. Strata Property Act (the "Strata Priority Charges").

5. A SUMMARY DETERMINATION of the sum due to the Petitioner by virtue of the said Equitable Mortgage and of the amount required to redeem the Lands and Premises.

6. AN ORDER that in default of the Respondent, Angela Meiyuan Tan, paying into Court to the credit of this proceeding at the Court Registry, 800 Smithe Street, Vancouver, British Columbia, the amount found to be due to the Petitioner together with the Petitioner taxed costs herein, prior to the expiry of the period of redemption, the Respondent, Angela Meiyuan Tan, and her respective heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under her shall be foreclosed of and from all right, title and interest and equity of redemption in and to the said Lands and Premises and the Petitioner shall then recover vacant possession of the Lands and Premises.

7. JUDGMENT against the Respondent, Angela Meiyuan Tan, as Mortgagor, for the amount found to be due and owing as at the date of the Order Nisi plus the assessed costs of the Petitioner with interest accruing thereafter on those amounts pursuant to Sections 6 and 9 of the *Court Order Interest Act*.

8. AN ORDER for all necessary accounts, directions and inquiries and, without limiting the generality of the foregoing, an Order that the Petitioner be at liberty to apply for an Order that there be a FURTHER ACCOUNTING whether by a summary accounting before the court or by a reference to the District Registrar, of any amounts due to the Petitioner for interest, arrears of interest, interest on payments in arrears, taxes, arrears of taxes, insurance premiums, legal costs, charges, expenses or otherwise which are not included within the amounts found to be due and owing as at the date of the Order Nisi whether such amounts accrued owing before or after the date of pronouncement of the Order Nisi and that such amounts be proved by an Affidavit of a representative of the Petitioner.

9. AN ORDER that the Petitioner recover costs in this proceeding and that such costs be determined upon the basis of party and party on Scale A and that such costs form a part of the amount of money due and owing under the Equitable Mortgage and of the amount of money required to redeem the Lands and Premises.

10. AN ORDER that in the event that the Lands and Premises are vacant or becomes vacant at any time during the course of this proceeding, the Petitioner or any duly authorized agent of the Petitioner be entitled to enter onto the Lands and Premises and into the relevant buildings, and to change the locks in order to preserve and secure the Lands and Premises and to do all things reasonably incidental thereto, and that the Petitioner not be deemed to be a mortgagee in possession by virtue thereof.

11. AN ORDER for POSSESSION of the Lands and Premises.

12. AN ORDER FOR THE APPOINTMENT of a RECEIVER or a RECEIVER AND MANAGER, of the rents and profits of the Lands and Premises.

13. AN ORDER in the terms following that the Lands and Premises BE SOLD:

- a) by being offered for sale by private sale by an exclusive or multiple listing with any licensed real estate agent and that the price and terms of any sale and the distribution of the proceeds thereof be subject to the approval of this Honourable Court;
- b) the Petitioner has exclusive conduct of the said sale and be at liberty forthwith to list the said Lands and Premises for sale and to pay to any agent who may arrange the sale of the said lands a commission of not more than 7 per cent of the first \$100,000.00 of the gross selling price, and not more than 2.5% of the balance thereof; such commission to be paid from the proceeds of the sale;

- c) any listing agreement entered into before the date hereof by which any person is authorized to solicit offers for the purchase of the Lands and Premises are hereby cancelled;
- d) all Respondents and any person in possession on their behalf do forthwith permit any duly authorized agent on behalf of the Petitioner to inspect or appraise the Lands and Premises and the interior of the premises and to show the same to any prospective purchaser between the hours of 9:00 o'clock in the forenoon and 7:00 o'clock in the afternoon on any day of the week except Sunday, commencing forthwith.

PART 2: FACTUAL BASIS

1. by the terms of the said Equitable Mortgage the Mortgagor, Angela Meiyuan Tan, covenanted to repay the amount of \$205,000.00, which she borrowed from the Petitioner but she has failed and refused to do so despite Demand having been made and is in default;
2. the Equitable Mortgage provides that in the event a default has occurred the Mortgagee may elect to call for payment of the whole Equitable Mortgage balance, which the Mortgagee has done;
3. the Respondent, The Owners, Strata Plan LMS3990, is joined as a Respondent because the Petitioner claims priority over any amount owing to the said Respondent for fines, penalties, late fees or interest or any other amounts owing to it which are not "common expenses" pursuant to the *Strata Property Act*;
4. the Equitable Mortgage provides that in the event of the Mortgagee taking proceedings to enforce the Equitable Mortgage the costs shall be paid by the Mortgagor, Angela Meiyuan Tan;
5. the whole amount due up to and including the 6th day of July, 2018, is \$209,815.96;

6. the said balance as to interest does not violate Section 345 of the Criminal Code of Canada;

7. daily interest accruing from the date shown in paragraph 6 calculated at the rate declared in the Equitable Mortgage is currently \$17.97;

8. the Respondent, Angela Meiyuan Tan, covenanted to pay the Equitable Mortgage debt to the Petitioner and the Petitioner seeks judgment against the said Respondent upon her covenants;

9. the property charged is residential property, located in the City of Burnaby, in the Province of British Columbia;

10. the interest of the Petitioner in the Lands and Premises ranks in priority ahead of any interest of any of the Respondents.

PART 3: LEGAL BASIS

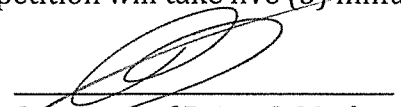
1. The Petitioner intends to rely on Rule 21-7 of the *Rules of Court*;

PART 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Amy Wing Yan Lau made July 6, 2018.

The petitioner estimates that the hearing of the petition will take five (5) minutes.

Dated: July 6, 2018



Signature of Brian C. Markus
Lawyer for Petitioner

TO BE COMPLETED BY THE COURT ONLY:

TO BE COMPLETED BY THE COURT ONLY:

Order made

- in the terms requested in paragraphs _____ of Part 1 of this petition
- with the following variations and additional terms:

Dated: _____

Signature of Judge Master



Amy Wing Yan Lau
Affidavit #1
July 6, 2018

H-180273

NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

AMY WING YAN LAU

PETITIONER

AND:

ANGELA MEIYUAN TAN
WAN HUA XIE
NEEDLE ART EMBROIDERY & DESIGN LTD.
CAPITAL ONE BANK (CANADA BRANCH)
AMY WING YAN LAU
THE OWNERS, STRATA PLAN LMS3990
JOHN DOE and JANE DOE, As Tenants

RESPONDENTS

AFFIDAVIT

I, Amy Wing Yan Lau, Businesswoman, of 3588 Phillips Avenue, in the City of Burnaby, in the Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. I am the Petitioner herein, and as such have personal knowledge of the matters hereinafter deposed to save and except where stated to be made upon information and belief, and whereso stated I verily believe the same to be true.
2. I have read the Petition herein and say that the facts contained therein are true and correct.

3. Attached hereto and marked as Exhibit "A" to this my Affidavit is a true copy of a Certificate of Pending Litigation referred to by the Honourable Justice McEwan in its ruling made October 12, 2017 (the "Equitable Mortgage").

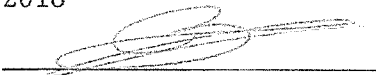
4. Attached hereto and marked as Exhibit "B" to this my Affidavit is a true copy of an unregistered Form B Mortgage executed by the Respondent, Angela Meiyuan Tan, in 2016, and which Mortgage has not been registered at the Land Title Office

5. Attached hereto and marked as Exhibit "C" to this my Affidavit is a true copy of a letter dated June 15, 2018 which counsel, Mr. Brian Markus, caused to be sent to the Respondent, Angela Meiyuan Tan, as Mortgagor, demanding payment of the amount due and owing under the Equitable Mortgage. I verily believe it to be true that the demand has not been satisfied in whole or in part.

6. Attached hereto and marked as Exhibit "D" to this my Affidavit is a true copy of a Title Search pertaining to the lands and premises dated June 15, 2018, which Mr. Markus caused to be obtained.

7. I know of no facts which would constitute a defence to the claim or part of the claim of the Petitioner against the Respondent, Angela Meiyuan Tan, except as to amount.

SWORN BEFORE ME in the City of
Vancouver, in the Province of British
Columbia, this 6 day of July,
2018


A Commissioner for taking
Affidavits within British Columbia


AMY WING YAN LAU

BRIAN C. MARKUS
Barrister & Solicitor
SUITE 930 - 777 HORNBY STREET
VANCOUVER, B.C.
CANADA V6Z 1S4

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA
FORM 17 CHARGE, NOTATION OR FILING Feb-07-2017 09:45:03.001
LAND TITLE AND SURVEY AUTHORITY

CA5808238

PAGE 1 OF 12 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,
- and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Winnie Wing
Yee Leung
K5G3J7

Digitally signed by Winnie Wing Yee Leung K5G3J7
DN: cn=CA, c=Winnie Wing Yee Leung K5G3J7, o=Lawyer, ou=Verify
ID at www.juricert.com/LKUP.cfm?
id=K5G3J7
Date: 2017.02.08 16:31:12 -08'00'

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)

DIRECTION LEGAL LLP
LAWYERS & NOTARIES
509 - 1755 W. BROADWAY
VANCOUVER BC V6J 4S5
Document Fees: \$71.58

FILE NO. 17186
TELEPHONE: (604) 569-1833

Deduct LISA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [legal description]

SEE SCHEDULE

STC? YES

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

CERTIFICATE OF PENDING LITIGATION
ADDITIONAL INFORMATION:

This is Exhibit " A " referred to in
the affidavit of AMY WING YAN LAU
sworn before me at VANCOUVER
in the Province of British Columbia
this 6 day of JULY, 20 18.

[Signature]
A Commissioner for taking Affidavits
within British Columbia

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:.

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

AMY WING YAN LAU, BUSINESSWOMAN

3588 PHILLIPS AVENUE
BURNABY BRITISH COLUMBIA
V5A 2W7 CANADA

ADDITIONAL PARCEL INFORMATION

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

024-595-837 STRATA LOT 204 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER
DISTRICT STRATA PLAN LMS3990

STC? YES TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN
PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN
ON FORM 1

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

LAND TITLE ACT
Form 31
(Section 215(1))

NATURE OF INTEREST: CHARGE: CERTIFICATE OF PENDING LITIGATION

HEREWITH FEE OF:

LEGAL DESCRIPTION AND PARCEL IDENTIFIER NO.:

Parcel Identifier: 024-595-837

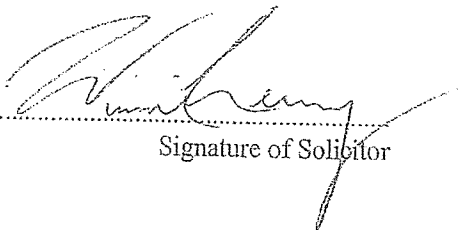
Legal Description: STRATA LOT 204 DISTRICT LOT 153 GROUP 1 NEW
WESTMINSTER DISTRICT STRATA PLAN LMS3990 TOGETHER WITH AN
INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1

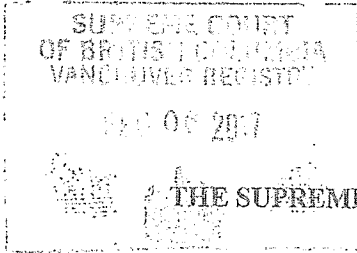
Address of person entitled to register this certificate of pending litigation:

AMY WING YAN LAU, of 3588 Phillips Avenue, Burnaby, British Columbia, Canada V5A
2W7

Full name, address, telephone number of person presenting application:

WINNIE LEUNG
c/o Direction Legal LLP
#509 – 1755 W. Broadway
Vancouver, British Columbia
Canada V6J 4S5
Telephone: (604) 569-1833


Signature of Solicitor



No. _____
Vancouver Registry

THE SUPREME COURT OF BRITISH COLUMBIA

Between

AMY WING YAN LAU

Plaintiff

And

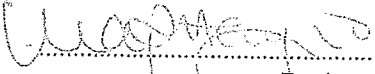
ANGELA MEIYUAN TAN
DAVID BUN LEE

Defendants

CERTIFICATE OF PENDING LITIGATION


I CERTIFY that in a proceeding commenced in this court a claim is made for an estate or interest in land or a right of action in respect of land is given by an enactment other than the *Land Title Act*. The particulars are set out in the attached copy of the document by which the claim is made.

Given under my hand and the seal of this court at Vancouver, British Columbia, this day of February, 2017


.....
Registrar

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY
OCT 12 2017
ENTERED

No. SI71141
Vancouver Registry

SUPREME COURT
OF BRITISH COLUMBIA
BETWEEN:
SEAL
VANCOUVER
REGISTRY
AND:


THE SUPREME COURT OF BRITISH COLUMBIA

AMY WING YAN LAU

PLAINTIFF

ANGELA MEIYUAN TAN

DAVID BUN LEE

DEFENDANT

ORDER MADE AFTER APPLICATION

BEFORE } THE HONOURABLE JUSTICE }
 } MCEWAN } 12/OCT/2017

ON THE APPLICATION of the Plaintiff, Amy Wing Yan Lau, without notice coming on for hearing at Vancouver, British Columbia on 12/OCT/2017 and on hearing Winnie W.Y. Leung, counsel for the Plaintiff, Amy Wing Yan Lau;

THIS COURT ORDERS that:

- a. default judgment in the amount of \$265,000.00 (the "Judgment") be granted against the Defendant, Angela Meiyuan Tan ("Tan");
- b. a declaration be made that the Plaintiff has an equitable mortgage against Tan's interest in the property located at 2808 – 6088 Willingdon Avenue, Burnaby, BC, with the following legal description:


PID: 024-595-837
Strata Lot 204 District Lot 153 Group 1
New Westminster District Strata Plan LMS3990

(the "Property")

which mortgage stands as security for the sum of \$205,000.00 (the "Equitable Mortgage");

- c. a declaration the Plaintiff's registration of a certificate of pending litigation under charge number CA5808238 against the Property on February 7, 2017 (the "CPL") was to secure her claim for the Equitable Mortgage;
- d. a declaration that the CPL be entitled to claim priority for the Equitable Mortgage over any charge made after the date of registration of the CPL;
- e. a determination be made of all assets owned by Tan;
- f. a declaration be made that the Plaintiff has a security interest in all assets owned by Tan, assets including without limitation a policy of life insurance with Manulife Financial No. 1045502 held in Tan's name;
- g. a declaration be made that Tan holds her interest in the Property subject to a constructive trust in favour of the Plaintiff;
- h. pre-judgment pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79, and amendments thereto be awarded to the Plaintiff; and,
- i. costs of the action against Tan on Scale B be awarded to the Plaintiff.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



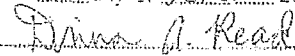
Signature of lawyer for the Plaintiff, Amy Wing Yan Lau

Winnie W.Y. Leung

By the Court

Certified a true copy according to the records of the Supreme Court at Vancouver, B.C.

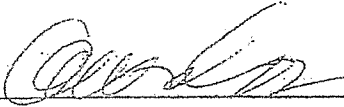
This 13th day of October 2017



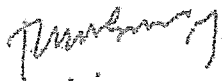
Authorized Signatory

{17185-03257883;1}

DRINA READ



Registrar



LAND TITLE ACT
FORM B (Section 225)

MORTGAGE - PART I Province of British Columbia

PAGE 1 OF 4 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

WILLIAM GEE
NOTARY PUBLIC
#203B - 10 East Pender Street,
Vancouver BC V6A 1T1
Tel: 604-688-3012
File No.: NR - Amy

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]
024-595-837 STRATA LOT 204 DISTRICT LOT 153 GROUP 1 NWD
STRATA PLAN LMS3990
STC? YES

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

ANGELA MEIYUAN TAN, HOMEMAKER
2808 - 6088 WILLINGDON AVENUE,
BURNABY, BRITISH COLUMBIA
V5H 4V2 CANADA

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

SEE SCHEDULE

This is Exhibit " B " referred to in
the affidavit of AMY WING YAN LAU
sworn before me at VANCOUVER
in the Province of British Columbia
this 10 day of JULY 20 18.

A Commissioner for taking Affidavits
within British Columbia

5. PAYMENT PROVISIONS:

(a) Principal Amount: \$205,000.00	(b) Interest Rate: N/A	(c) Interest Adjustment Date: N/A	Y	M	D
(d) Interest Calculation Period: N/A	(e) Payment Dates: N/A	(f) First Payment Date: N/A			
(g) Amount of each periodic payment: N/A	(h) Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum.	(i) Last Payment Date: N/A			
(j) Assignment of Rents which the applicant wants registered? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If YES, page and paragraph number:	(k) Place of payment: Postal Address in item 4.	(l) Balance Due Date: ON DEMAND			

MORTGAGE - PART 1

6. MORTGAGE contains floating charge on land ?
YES NO

7. MORTGAGE secures a current or running account ?
YES NO

8. INTEREST MORTGAGED:
Freehold
Other (specify)

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms

(b) Filed Standard Mortgage Terms

(c) Express Mortgage Terms

D F Number:

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

SEE SCHEDULE

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Mortgage CA4916709 in favour of MANUEL FARIA DA SILVA and CANADIAN WESTERN TRUST COMPANY

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

WILLIAM GEE

Notary Public

#203B - 10 East Pender Street,
Vancouver, B.C. V6A 1T1
Tel: 604-688-3012

Execution Date

Y	M	D
16		

Borrower(s) Signature(s)

ANGELA MEIYUAN TAN

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM E
SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

AMY WING YAN LAU, BUSINESSWOMAN
 3588 PHILLIPS AVENUE,
 BURNABY, BRITISH COLUMBIA
 V5A 2W7 CANADA
 AS TO AN UNDIVIDED 155 / 205 INTEREST

ELAINE YIN HA CHEW, HOMEMAKER
 3588 PHILLIPS AVENUE,
 BURNABY, BRITISH COLUMBIA
 CANADA
 AS TO AN UNDIVIDED 50 / 205 INTEREST

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

10. ADDITIONAL OR MODIFIED TERMS:

Prior Mortgages:

THE LANDS AND PREMISES herein are subject to prior Mortgages as set out in item 11 of Part one of this Mortgage which Mortgages are payable by the Borrower. In the event that the Borrower should make default in any of the terms contained in the said Mortgage on his part to be performed and in particular in the event that the Borrower should make default in any of the monthly payments due pursuant to the said Mortgages, then and in such event the Lender herein shall be at liberty to make such payments on behalf of the Borrower and all such payments so made and any costs so incurred shall be added to the monies secured hereby. Default in any of the payments due pursuant to the Prior Mortgages shall be deemed to be default pursuant to this Mortgage and the Lender herein shall be at liberty to exercise all its remedies as if default had been made in the payments pursuant to the within Mortgage. If any of the prior Mortgages are in Foreclosure against the captioned property, this Mortgage will automatically accelerate on Foreclosure against the captioned property.

Open Mortgage:

The Borrower shall be entitled to prepay this Mortgage in whole or in part at any time without any notice, bonus or penalty.

Due on Sale Clause:

If the Borrower sells, conveys, or transfers the Mortgaged Land in whole or in part to anyone without the prior written consent from the Lender, then the balance of principal amount plus any accrued interest shall, at the option of the Lender, immediately become due and payable in full.

Further encumbrance restrictions:

The Borrower shall not grant any further mortgages subsequent to this Mortgage without the prior written consent from the Lender.

Discharge Fee & Renewal Fee:

Upon the full payment of the principal and interest secured herein plus a discharge fee of \$75.00 to the Lender plus the Lender's reasonable legal cost, the Lender shall execute a discharge, in registerable form, releasing the within Mortgage. Such discharge is to be prepared and registered at the Borrower's cost.

End Of Document

BRIAN C. MARKUS

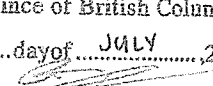
Barrister and Solicitor
Law Corporation

Suite 930-First City Building
777 Hornby Street
Vancouver, British Columbia
Canada, V6Z 1S4
tel: (604) 623-3335
fax: (604) 688-9981

File Reference: 9371-001

June 15, 2018

Angela Meiyuan Tan
2808-6088 Willingdon Ave
Burnaby, BC

This is Exhibit " C " referred to in
the affidavit of AMY WING YAN LAU
sworn before me at VANCOUVER
in the Province of British Columbia
this 15 day of JULY 20 18

A Commissioner for taking Affidavits
within British Columbia

Dear Madam:

Re: Equitable Mortgage to Amy Wing Yan Lau (As ordered by The Honourable Justice McEwan
on October 12, 2017)
Over: 2808-6088 Willingdon Avenue, Burnaby, B.C.
PID: 024-595-837
Legal: Strata Lot 204 District Lot 153 Group 1 New Westminster
District Strata Plan LMS3990

We are the solicitors acting on behalf of Amy Wing Yan Lau (the "Mortgagee") with respect to the Equitable Mortgage as ordered by The Honourable Justice McEwan, October 12, 2017, against the above-captioned property (the "Mortgage"). Please note that we are not protecting your interests in this matter.

We are instructed that the mortgage has matured, and that the full balance due and owing thereunder is now payable by you.

Pursuant to the terms of the Mortgage, and upon the instructions of our client, we hereby demand payment of the total outstanding amount, including interest to the date of payment and expenses.

We are instructed that as of June 15, 2018, the amount owing will be as follows:

Principal Balance	\$205,000.00
Post Judgment Court Order Interest to June 15, 2018	\$4,438.59
Lenders Execution fee	\$75.00
Other (Notary Society fee)	\$10.60
Legal Fees and Disbursements	<u>\$885.00</u>
Total owing as at June 15, 2018	\$210,409.19

The total now due and owing under this mortgage is \$210,409.19, with a current per diem amount of \$17.97

Payment must be made by certified cheque or bank draft payable to Brian C. Markus, Law Corporation "In Trust" and sent directly to us at the address as stated above.


If the total outstanding amount is not paid within ten days of the date of this letter, we are instructed to take such steps without further notice to you, including commencing foreclosure proceedings and seeking judgment against you under your covenant, as may be necessary to protect and enforce the Mortgagee's rights and security.

We have also attached a Notice of Intention to Enforce Security.

Finally, please be advised that all future correspondence, in connection with this matter should be directed to the undersigned and not to my client, until you are advised to the contrary.

Yours truly,

Per:


BRIAN C. MARKUS

BCM

Enclosure

FORM 86
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3
(Subsection 244(1))

NOTICE OF INTENTION TO ENFORCE SECURITY

To: Angela Tan

TAKE NOTICE THAT:

1. Amy Wing Yan Lau, a secured creditor, intends to enforce her security on the following property as described below:

Real property described as:

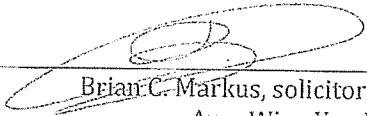
PID: 024-595-837
Legal: Strata Lot 204 District Lot 153 Group 1 New Westminster
District Strata Plan LMS3990
(the "Property")

2. The security that is to be enforced is in the form of an Equitable Mortgage as ordered by The Honourable Justice McEwan on October 12, 2017.

3. The total amount of indebtedness as at June 15, 2018, secured by the security is \$210,409.19.

4. The secured creditor will not have the right to enforce the Mortgage until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

Dated at Vancouver, British Columbia, on June 15, 2018



Brian C. Markus, solicitor for
Amy Wing Yan Lau

TITLE SEARCH PRINT

File Reference: 9371-001

2018-06-15, 15:30:36

Requestor: Callie Cheveallier

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Title Number CA6280206
From Title Number CA4890546

Application Received 2017-09-06

Application Entered 2017-09-20

Registered Owner in Fee Simple
Registered Owner/Mailing Address: ANGELA MEIYUAN TAN, HOMEMAKER
2808-6088 WILLINGDON AVENUE
BURNABY, BC
V5H 4V2

Taxation Authority Burnaby, City of

Description of Land
Parcel Identifier: 024-595-837
Legal Description:
STRATA LOT 204 DISTRICT LOT 153 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN LMS3990
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1

Legal Notations
HERETO IS ANNEXED EASEMENT BL228823 OVER LOT 1 PLAN LMP33736

HERETO IS ANNEXED EASEMENT BL228824 OVER LOT 1 PLAN LMP33736

HERETO IS ANNEXED EASEMENT BL274602 OVER PARCEL "A" (J161291E)
LOT 2 PLAN 2236

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE BM231440
FILED 1998-08-18

This is Exhibit "D" referred to in
the affidavit of *Angela Mei Yuan Tan*
sworn before me at *Vancouver*
in the Province of British Columbia
this *6* day of *July*, 20*18*
.....
A Commissioner for taking Affidavits
within British Columbia

TITLE SEARCH PRINT

File Reference: 9371-001

2018-06-15, 15:30:36

Requestor: Callie Cheveallier

HERETO IS ANNEXED EASEMENT BM40192 OVER PARCEL "A" (J161291E)
LOT 2 PLAN 2236

HERETO IS ANNEXED EASEMENT BM42634 OVER LOT 2, EXCEPT: WEST 33 FEET,
PLAN 2236

HERETO IS ANNEXED EASEMENT BM42635 OVER LOT 2, EXCEPT: WEST 33 FEET,
PLAN 2236

HERETO IS ANNEXED EASEMENT BM42636 OVER LOT "C" PLAN 14251

HERETO IS ANNEXED EASEMENT BM42637 OVER LOT "C" PLAN 14251

HERETO IS ANNEXED EASEMENT BN65083 OVER LOT 2, EXCEPT AIRSPACE
PLANS LMP41432 TO LMP41438, PLAN LMP33736

HERETO IS ANNEXED EASEMENT BN65084 OVER AIRSPACE PARCEL 1 AIRSPACE
PLAN LMP41432

HERETO IS ANNEXED EASEMENT BN65088 OVER (PLANS LMP41439, LMP41440,
LMP41441 AND LMP41442) AIRSPACE PARCEL 1 AIRSPACE PLAN LMP41432

HERETO IS ANNEXED EASEMENT BN65089 OVER (PLANS LMP41443 AND LMP41444)
AIRSPACE PARCEL 1 AIRSPACE PLAN LMP41432

HERETO IS ANNEXED EASEMENT BN65090 OVER (PLAN LMP41448) AIRSPACE
PARCEL 1 AIRSPACE PLAN LMP41432

HERETO IS ANNEXED EASEMENT BN65101 OVER AIRSPACE PARCEL 2 AIRSPACE
PLAN LMP41433

HERETO IS ANNEXED EASEMENT BN65113 OVER AIRSPACE PARCEL 4 AIRSPACE
PLAN LMP41435

HERETO IS ANNEXED EASEMENT BN65116 OVER AIRSPACE PARCEL 5 AIRSPACE
PLAN LMP41436

HERETO IS ANNEXED EASEMENT BN65120 OVER AIRSPACE PARCEL 5 AIRSPACE
PLAN LMP41436

HERETO IS ANNEXED EASEMENT BN65121 OVER AIRSPACE PARCEL 5 AIRSPACE
PLAN LMP41436

TITLE SEARCH PRINT

File Reference: 9371-001

2018-06-15, 15:30:36

Requestor: Callie Cheveallier

HERETO IS ANNEXED EASEMENT BN65122 OVER AIRSPACE PARCEL 5 AIRSPACE
PLAN LMP41436

HERETO IS ANNEXED EASEMENT BN65123 OVER AIRSPACE PARCEL 6 AIRSPACE
PLAN LMP41437

HERETO IS ANNEXED EASEMENT BN65124 OVER AIRSPACE PARCEL 7 AIRSPACE
PLAN LMP41438

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	BL228814
Registration Date and Time:	1997-06-27 15:11
Registered Owner:	CITY OF BURNABY
Remarks:	INTER ALIA SECTION 219 L.T.A.

Nature:	COVENANT
Registration Number:	BL228816
Registration Date and Time:	1997-06-27 15:11
Registered Owner:	CITY OF BURNABY
Remarks:	INTER ALIA SECTION 219 L.T.A.

Nature:	EASEMENT
Registration Number:	BL274601
Registration Date and Time:	1997-08-07 12:35
Remarks:	INTER ALIA APPURTENANT TO PARCEL "A" (J161291E) OF LOT 2 PLAN 2236, LOT 2 EXCEPT: WEST 33 FEET, PLAN 2236 AND LOT "C" PLAN 14251

Nature:	EASEMENT
Registration Number:	BM40191
Registration Date and Time:	1997-08-07 12:35
Remarks:	INTER ALIA APPURTENANT TO PARCEL "A" (J161291E) OF LOT 2 PLAN 2236, LOT 2 EXCEPT: WEST 33 FEET, PLAN 2236 AND LOT "C" PLAN 14251

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	BL420895
Registration Date and Time:	1997-12-15 11:48
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA

TITLE SEARCH PRINT

File Reference: 9371-001

2018-06-15, 15:30:36
Requestor: Callie Cheveallier

Nature: STATUTORY RIGHT OF WAY
Registration Number: BM224768
Registration Date and Time: 1998-08-11 11:33
Registered Owner: SHAW CABLESYSTEMS COMPANY
INCORPORATION NO. A50762
Transfer Number: BR79056
Remarks: INTER ALIA

Nature: EASEMENT
Registration Number: BN65105
Registration Date and Time: 1999-03-17 11:49
Remarks: INTER ALIA
APPURTENANT TO AIRSPACE PARCEL 1 AIRSPACE PLAN
LMP41432, AIRSPACE PARCEL 2 AIRSPACE PLAN LMP41433
AIRSPACE PARCEL 4 AIRSPACE PLAN LMP41435, AIRSPACE
PARCEL 5 AIRSPACE PLAN LMP41436, AIRSPACE PARCEL 6
AIRSPACE PLAN LMP41437, AIRSPACE PARCEL 7 AIRSPACE
PLAN LMP41438 AND LOT 2 EXCEPT AIRSPACE PLANS
LMP41432 TO LMP41438, PLAN LMP33736

Nature: EASEMENT
Registration Number: BN65107
Registration Date and Time: 1999-03-17 11:49
Remarks: INTER ALIA
APPURTENANT TO AIRSPACE PARCEL 1 AIRSPACE PLAN
LMP41432

Nature: COVENANT
Registration Number: BN65125
Registration Date and Time: 1999-03-17 11:49
Registered Owner: CITY OF BURNABY
Remarks: INTER ALIA
SECTION 219 L.T.A.

Nature: RESTRICTIVE COVENANT
Registration Number: BN75175
Registration Date and Time: 1999-03-26 13:42
Remarks: INTER ALIA
APPURTENANT TO AIRSPACE PARCEL 1 AIRSPACE
PLAN LMP41432
PARTIALLY CANCELLED BY BN110037 1999 05 03
AS TO STRATA LOTS 1 TO 168 AND 170 TO 279 AND
THE COMMON PROPERTY, ALL OF STRATA PLAN LMS3863

TITLE SEARCH PRINT

File Reference: 9371-001

2018-06-15, 15:30:36
Requestor: Callie Cheveallier

Nature: MORTGAGE
Registration Number: CA4916709
Registration Date and Time: 2016-01-08 09:30
Registered Owner: MANUEL FARIA DA SILVA
AS TO AN UNDIVIDED 150/300 INTEREST
Registered Owner: CANADIAN WESTERN TRUST COMPANY
INCORPORATION NO. A46845
IN TRUST, SEE BB646127
AS TO AN UNDIVIDED 150/300 INTEREST

Nature: MORTGAGE
Registration Number: CA5590858
Registration Date and Time: 2016-10-20 17:47
Registered Owner: HARJIT SINGH RAI



Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: CA5808238
Registration Date and Time: 2017-02-07 09:45
Registered Owner: AMY WING YAN LAU



Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: CA5919938
Registration Date and Time: 2017-04-07 09:34
Registered Owner: WAN HUA XIE
NEEDLE ART EMBROIDERY & DESIGN LTD.

Nature: JUDGMENT
Registration Number: CA6218339
Registration Date and Time: 2017-08-14 12:10
Registered Owner: CAPITAL ONE BANK (CANADA BRANCH)
Remarks: AS TO THE INTEREST OF ANGELA MEIYUAN TAN

Nature: JUDGMENT
Registration Number: CA6391817
Registration Date and Time: 2017-10-24 11:59
Registered Owner: AMY WING YAN LAU

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE