

Issued to: Stuart Sankey

stu@stusells.ca Conduit-197416

**Date:** August 12, 2021

Re: OWNER(S): JOEL GOODMAN

PURCHASER(S): UNKNOWN

MATTER: TORONTO STANDARD CONDOMINIUM

**CORPORATION NO. 2068** 

2254 GERRARD STREET EAST, TORONTO, ONTARIO

CLOSING DATE: UNKNOWN

Enclosed please find a completed Status Certificate in accordance with Section 76 of the *Condominium Act, 1998* and all accompanying documents as per your request.

The following is an outline of the information that we need with respect to a purchase or sale of any unit within this complex, trusting you will pass this information onto your respective clients for a smoother transition on their part.

- 1. A copy of the Corporation Documents including the Declaration, By-laws and Rules and Regulations will be attached to the Status Certificate on a CD which was provided to you. Please ensure the purchaser receives a copy prior to closing.
- The buyer must contact the management office to book the service Elevator and the time of moving. Please contact the Property manager Sal Morana at 905-940-1234, extension 43 or smorana@iccpropertymanagement.com.
- 3. We will require the following information with respect to the new owner:
  - Full legal name of new owner;
  - New Purchaser address for service:
  - If the buyer is not intending on occupying the unit, please provide us with the correct mailing address of the buyer, along with contact phone numbers;
- 4. If the new buyer intends to rent this unit to another party, please complete the Form 5 enclosed and provide our office with the following information:
  - A copy of the tenancy agreement, with a copy of the Condominium Rules and Regulations attached.
  - The full name of the occupants, and their contact phone numbers.
  - The date of occupancy, please note that the tenant must register for the move in time.
- 5. Condominium fees may be paid by pre-authorized payment form or post-dated cheques. We will require a completed pre-authorization form (including void cheque) or a series of post-dated cheques in the amount of the condominium fees from the 1<sup>st</sup> day of the month immediately following the closing date up to and including April 30, 2022. Cheques should be made payable to Toronto Standard Condominium Corporation No.2068.



### **Monthly Condominium Fees**

Another issue which creates misunderstanding with new purchasers is the issue of who is responsible for the monthly condominium fees with respect to the date of closing.

- A. All condominium fees are due on the 1st day of each month.
- B. The registered owner of the unit will be responsible for payment on the 1<sup>st</sup> day of that month.
- C. If the unit closes after the 1<sup>st</sup> of the month and before the end of the month it will be the responsibility of the seller's solicitor to make the adjustment on closing.
- D. Any post-dated cheques in the possession of the Condominium Corporation belonging to the vendor will be delivered to the vendor upon receipt of the above noted information. Please note if the information on the purchaser is not received by this office, the vendor's next monthly cheque may be cashed in credit of the month's expenses, and this adjustment to be taken into account by the solicitor.

If for any reason the closing of the transaction is delayed, please notify this office immediately.

Please ensure that the new resident contacts the on-site property manager, Sal Morana, in order to receive an information package prior to moving in.

If we can be of any assistance in facilitating the move for the vendor, the purchaser or their respective solicitors, please feel free to call our office.

Please contact the undersigned if you require further information or assistance at <a href="mailto:bcmurphy@iccpropertymanagement.com">bcmurphy@iccpropertymanagement.com</a>

Yours truly,

ICC PROPERTY MANAGEMENT LTD.

Biljana Murphy

Status Certificate Coordinator

bcmurphy@iccpropertymanagement.com



# STATUS CERTIFICATE (under subsection 76(1) of the Condominium Act, 1998)

### **TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2068**

(known as the "Corporation")

Certifies that as of the date of this certificate:

### **GENERAL INFORMATION CONCERNING THE CORPORATION**

### **General Information Concerning the Corporation**

1. Mailing Address: 2875 14th Avenue, Suite 300

Markham, ON L3R 5H8

2. Address for Service: 2875 14th Avenue, Suite 300

Markham, ON L3R 5H8

3. Name of Property Manager: ICC Property Management Ltd.

2875 14<sup>th</sup> Avenue, Suite 300 Markham, ON L3R 5H8

Telephone: (905) 940-1234 Facsimile: (905) 940-3881

4. The directors and officers of the Corporation are:

Name	Position	Address	Telephone
Alexander Stickler	Director	2875 14th Avenue, Suite 300	(905) 940-1234
Henry Tang	Director	2875 14th Avenue, Suite 300	(905) 940-1234
Anthony Furey	Director	2875 14th Avenue, Suite 300	(905) 940-1234

### **COMMON EXPENSES**

- 5. The owner of Legal Unit 16, Level 1, Municipally Known as 2254 Gerrard Street East, Toronto, Ontario of Toronto Standard Condominium Corporation No. 2068, registered in the Land Registry Office for the Land Titles (or registry) division of Toronto IS
  - [X] not in default in the payment of common expenses, provided all payments clear the bank.

OR

[] in default in the payment of common expenses in the amount of \$Nil and a certificate of lien has not been registered against this unit.



- 6. A payment on account of common expenses for the unit(s) in the amount of \$356.86 is due on the 1<sup>st</sup> day of each month for the period from May 1, 2021 to April 30, 2022. This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in 10 including any cable charges to the unit referred to in Section 8
  - In addition to the above, the unit owner is responsible for the hydro and water billing which is provided to the owner by Priority Billing Solutions Inc at 1-866-836-3837. If not paid, it is deemed to be in arrears to the Corporation and the owner is responsible for any outstanding amount(s).
- 7. The Corporation has the amount of **\$nil** in prepaid common expenses for the unit(s).
- 8. There are no amounts that the *Condominium Act*, 1998 requires to be added to the common expenses. Except: The individual unit water meters are read on a quarterly basis and the consumption shall be charged back to the unit in accordance with the Corporation's Documents. This is a check meter program from the City of Toronto. These water charges are deemed to be common expense and shall be collected as such.

### **BUDGET**

The budget of the Corporation for the current fiscal year is accurate and may result in a surplus of \$NIL OR a deficit of \$NIL.

The current budget is accurate, however, the Corporation may not accurately determine whether the budget will result in a surplus or in a deficit as it has no control over any, as yet, unannounced increases in utility rates, increased labour and material costs, and any other cost factors which are beyond the normal budgetary controls of the Corporation.

10.	Since the date of the budget of the Corporation for the current fiscal year, the common expenses			
	[X]	for the unit have not been increased.		
	OR			
	[]	for the unit have been increased by \$ per month because		
11.	Since t	he date of the budget of the Corporation for the current fiscal year, the board		
	[X]	has not levied any assessments against the unit(s) to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose		

**12.** The Corporation **has no** knowledge of any circumstances that may result in an increase in the common expenses for the unit(s).

has levied a Special Assessment in the amount of

### **RESERVE FUND**

[ ]

13. The Corporation's reserve fund amounts to \$101,306.48 as of the 30<sup>th</sup> day of June 2021.



- 14. The most recent reserve fund study conducted by the board was a **Reserve Fund Study Update** (Class 2) dated March 28, 2019 and prepared by EXP Services Inc. The next reserve fund study is expected by March 2022.
- 15. The balance of the reserve fund at the beginning of the current fiscal year was \$95,213.55. In accordance with the budget of the Corporation for the previous fiscal year, the annual contribution to be made to the reserve fund in the current fiscal year is \$36,168.00. The Board anticipates that the reserve fund will be adequate in the current fiscal year for the expected costs of major repair and replacement of the common elements and assets of the Corporation
- 16. The Board has sent to the owners a Form 15 notice signed April 4, 2019 containing a summary of the reserve fund study, summary of the proposed plan for future funding of the reserve fund and a statement indicating areas, if any, in which the proposed plan differs from the study. The proposed plan for future funding has been implemented May 1, 2019 and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the notice. A new study has been commissioned by the Corporation and is in the process of being completed.
- 17. There **are no** plans to increase the reserve fund under a plan proposed by the board under subsection 94 (8) of the *Condominium Act, 1998*, for the future funding of the reserve fund.

### **LEGAL PROCEEDINGS, CLAIMS**

- 18. There **are no** outstanding judgements against the Corporation.
- 19. The Corporation **is not** a party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
- 20. The Corporation **HAS NOT** received a notice of or made an application under section 109 of the *Condominium Act*, 1998 to the Superior Court of Justice for an order to amend the declaration and description.
- 21. The Corporation **has no** outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*.
- 22. There is currently:
  - [X] no order of the Superior Court of Justice in effect appointing an Inspector under S.130 or an Administrator under S.131 of the *Condominium Act*, 1998.

OR

an order of the Superior Court of Justice in effect appointing an Inspector under S130 or an Administrator under S.131 of the *Condominium Act, 1998.* 

### AGREEMENTS WITH OWNERS RELATING TO CHANGES TO THE COMMON ELEMENTS

23. The unit **IS NOT** subject to any agreement under clause 98(1)(b) of the *Condominium Act*, 1998 or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act*, 1998 relating to additions, alterations or Improvements made to the common elements by the unit owner.



The person requesting the Status Certificate must assume responsibility to inspect the premises and confirm that any alteration complies with provisions contained in Clause 98(1)(b) of the *Condominium Act*, 1998.

#### **LEASING OF UNITS**

- 24. The Corporation
  - [X] HAS NOT received Notice under section 83 of the *Condominium Act*, 1998. The information on file with the corporation indicates 1 Unit(s) was/were leased or occupied by tenants during the fiscal year preceding the date of this status certificate.

OR

[ ] HAS received Notice under section 83 of the Condominium Act, 1998.

### SUBSTANTIAL CHANGES TO THE COMMON ELEMENTS, ASSETS OR SERVICES

25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the board has proposed but has not implemented, and there ARE NO proposed installations of an electric vehicle charging system to be carried out in accordance with subsection 24.3 (5) of Ontario Regulation 48/01 (General) made under the Condominium Act, 1998.

#### **INSURANCE**

26. The Corporation has secured all policies of insurance that are required under the Condominium Act, 1998. Each unit owner is advised to carefully review the enclosed Certificate of Insurance, including the extent of any deductibles, and to become familiar with and to understand that each unit owner is responsible for insuring any contents in and improvements to their individual units. As well each unit owner insurance policy should also include personal third-party liability insurance, reimbursement for living expenses outside of your unit and protection against any deductible charges that might accrue to the unit owner from the Condominium Corporation. The Corporation shall insure the units (excluding contents and improvements) with reference to the standard unit by-law or standard unit schedule of the Corporation and the common elements for full replacement cost without deduction for depreciation.

### INFORMATION ON NON-STANDARD CONDOMINIUM CORPORATIONS

27-32. These clauses deal with Phased, Common Element, Vacant and Leasehold condominium corporations and do not apply to this standard condominium corporation.

#### **ATTACHMENTS**

33. Please refer to Schedule "A" attached hereto.

#### RIGHTS OF PERSON REQUESTING CERTIFICATE

34. The person requesting this certificate has the following rights under subsections 76 (7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in subparagraph 33 (c) above:



ICC Property Management Ltd. 2875 14<sup>th</sup> Avenue, Suite 300 Markham, Ontario L3R 5H8 Tel (905) 940-1234 Fax (905) 940-3881

### **Status Certificate**

- (a) Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the agreements listed in subparagraph 33 (c) at a reasonable time and at a reasonable location.
- (b) The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges

#### **GENERAL INFORMATION**

- This status certificate is valid subject to all common element payment cheques clearing the bank.
- The purchaser shall inspect the unit being purchased to ascertain whether the vendor has made an unauthorized alteration to the common elements or the exclusive use common elements of the unit. If an unauthorized alteration has been made without approval of the Corporation, the Purchaser should require the Vendor to restore the common element to its original condition.
- Unit purchasers (and their solicitors) are required to notify, in writing, this Corporation at its current mailing address on page 1 hereof immediately following the completion of the transfer of title and change of ownership to the Unit(s). Until and unless such notification is provided to the Corporation, its records shall remain in the name of the present owner as prescribed under S.47(1) of the *Condominium Act, 1998* and the new owner will not receive notices of any meetings and other written communication from the Corporation.
- Should there be any intention to lease the unit, please be advised that section 83 of the Condominium Act 1998 requires the owner to notify the corporation, provide the necessary tenant information and copy of the lease agreement to the corporation; and issue the lessee a copy of the declaration, by-laws and rules of the corporation.

Under the Ontario Fire Code, the "owner" is responsible for ensuring that **CARBON MONOXIDE detectors** are installed in their dwelling unit. The Ontario Fire Code requires that CARBON MONIOXIDE detectors be maintained in operating condition at all times.

Dated at Markham on August 12, 2021

Toronto Standard Condominium Corporation No. 2068

PER: Steven Christodoulou R.C.M.
Chief Visionary Officer
(I have authority to bind the corporation)



### SCHEDULE "A" TO THE STATUS CERTIFICATE

### **S.33 ATTACHMENTS**

(a)	[x]	A copy of the current Declaration, by-laws and rules;
	[]	An occupancy standard by-law;
(b)	[x]	The budget for the current fiscal year
(c)	[x]	The Audited financial statements and the Auditor's report
	[]	Management Agreement entered into by the Declarant Board [S.111]
	[]	Agreements entered into by Declarant board before turnover, which are subject to termination [S.112(2)]
	[]	For goods and services on a continuing basis
	[]	Services and/or facilities on a fee for service basis
	[]	Leases on common elements for a business purpose
	[]	Insurance trust
	[]	Mutual-use agreements entered into by Declarant board before turnover [s.113]
	[]	All current agreements between the Corporation and another Corporation
	[]	All current agreements between the Corporation and the owner of the unit
	[]	A copy of any court order appointing an Administrator or Inspector
	[]	A copy of Notice of Plan to increase Reserve Fund contributions under S.94(8)
(d)	[x]	A Certificate of Insurance for each current insurance policy
(e)	[]	A copy of all applications made under S.109 of the <i>Condominium Act, 1998</i> to amend the declaration or description for which the court has not made an order.
(f)	[]	A copy of the schedule that the Declarant has delivered to the board setting out what constitutes a standard unit, ( <i>if any</i> ) if there is no by-law of the Corporation establishing what constitutes a standard unit
(g)	[]	A copy of all agreements, if any, described in the clause 98 (1)(b) of the <i>Condominium Act</i> , 1998 or section 24.6 of Ontario Regulation 48/01 (General ) made under the <i>Condominium Act</i> , 1998 that bind the unit
(h)	[X]	A copy of a <b>Notice of Plan dated March 28, 2019</b> pursuant to S.94(8) containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the arrears, if any, in which the proposed plan differs from the study
(i)	[]	A copy of the order appointing an inspector under section 30 of the <i>Condominium Act, 1998</i> or an administrator under section 131 of the <i>Condominium Act, 1998</i>



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# **Status Certificate**

<i>(j)</i>	[]	A copy of the disclosure statement that the Corporation has received from the declarant under subsection 147 (5) of the <i>Condominium Act</i> , 1998 with respect to the phase that contains the unit unless the declarant has completed all phases described in the disclosure statement and the declarant does not own any of the units in the phases exceptor the part of the property designed to control, facilitate or provide telecommunications to from or within the property;
(k)	[]	A copy of an application by the lessor for a termination order under section 173 of the <i>Condominium Act,</i> 1998;
(1)	[]	If the leasehold interests in the units of the Corporation have been renewed and an amendment to the declaration has not yet been registered under subsection 174 (8) of the Condominium Act, 1998, a copy of the provisions that apply upon renewal;