

Form 13
Condominium Act, 1998

STATUS CERTIFICATE
(Under subsection 76 (1) of the *Condominium Act, 1998*)

Peel Standard Condominium Corporation No. 978 (known as the "Corporation") certifies that as of the date of this certificate: **February 5, 2019**

General Information Concerning the Corporation

1. Mailing address: **75 Eglinton Avenue West, Mississauga, Ontario L5R 0E5**
2. Address for service: **75 Eglinton Avenue West, Mississauga, Ontario L5R 0E5**
3. Name of property manager: **Gazmend Isaj, R.C.M., B.A.H.**
Address: **Del Property Management Inc.**
Management Office,
75 Eglinton Avenue West
Mississauga, Ontario L5R 0E5
Telephone number: **(905)-507-4587**

4. The directors and officers of the Corporation are:

Name	Position	Address for Service
Aaron Ramdeholl	Director	75 Eglinton Avenue West, Mississauga, ON, L5R 0E5
Ying Lai	Secretary	75 Eglinton Avenue West, Mississauga, ON, L5R 0E5
Demetrios Manos	President	75 Eglinton Avenue West, Mississauga, ON, L5R 0E5
William Mak	Director	75 Eglinton Avenue West, Mississauga, ON, L5R 0E5
Prabhakara Kollipara	Vice President	75 Eglinton Avenue West, Mississauga, ON, L5R 0E5

Common Expenses

The owner of dwelling Unit 14 Level 8 (Unit 804-55 Eglinton Avenue West, Mississauga, ON, L5R 0E4), **Parking Unit 46, Level A, Locker Unit 79, Level 2**, (55 Eglinton Avenue West, Mississauga, ON L5R 0E4) of Condominium Corporation No. 978, **registered in the Land Titles Division of the City of Mississauga**: The proportion of common interests and expenses as a percentage: 0.2091529

☒ **IS NOT** in default in the payment of common expenses, provided that the payment for the month of **March, 2019** clears the bank.

☐ **IS IN DEFAULT** of common element expenses in the amount of \$ _____ for the month of ____.

☐ **IN DEFAULT** in payment of common element expenses in the total amount of \$ _____. A payment on account of common expenses for the unit(s) in the amount of **\$559.26 is due on March 1st, 2019 for the period of March 1st, 2019 to and including the 31st of March, 2019**. 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 paragraph 10 and 12.

The breakdown of the common expenses is as follows:

Unit 14 Level 8	\$501.30
Parking 46 Level A	40.66
Locker 79 Level 2	17.30

Total common expenses fee:

Total:

\$559.26

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 payable for the unit.

Budget

9. The budget of the Corporation for the current fiscal year is accurate. However, the Corporation cannot accurately determine, at this time, whether the budget will result in a surplus or a deficit as it has no control over any, as yet, unannounced increases in utility rates, increased labor and material costs, and any other cost factors which are beyond the normal budgetary controls of the Corporation, including any costs which might impact on the budget as a result of complying with the provisions of the new condominium legislation.
10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit(s):
 - ☒ **HAVE NOT** been increased, or
 - ☐ **HAVE** been increased by **\$0.00**, per month,
11. Since the date of the budget of the Corporation for the current fiscal year, the Board:
 - ☒ **HAS NOT** levied any assessments against the unit(s)
 - ☐ **HAS** levied the following assessment(s) against the unit,

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)
 Budgetary increases which we likely occur when has been approved in respect of the Corporation's next financial year which comes into effect on or about July 31, 2018. Without limiting the generality of the foregoing, such budgetary increases may reflect amounts required to cover deficits, if any, in the current year's budget, increased reserve fund contributions due to new reserve fund studies, plans or updates obtained by the Corporation, **any** costs associated with complying with the provisions of the *Condominium Act, 1998*, increased utility costs due to utility rate increases and any other usual, customary or inflationary increases, the particulars of which are not within the knowledge of the Corporation at this time.

Reserve Fund

13. The Corporation's unaudited reserve fund amounts to approximately **\$1,753,662.53 as of December 31st, 2018 (unaudited financial statement).**
14. The most recent Reserve Fund Study **conducted by the board was a Class 1 Comprehensive Reserve Fund Study dated June 1, 2016 and prepared by Belanger Engineering. The next Reserve Fund Study will be conducted before June 16, 2019.**
15. The balance of the Corporation's reserve fund at the beginning of the current fiscal year was **\$893,297.02**. In accordance with the budget of the Corporation for the current fiscal year, the annual contribution to be made to this Condominium's reserve fund in the current fiscal year is **\$480,000.00** and the anticipated expenditures to be made from said reserve fund in the current fiscal year amount to **\$0.00**. The board anticipates that said 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 **WILL SEND** to the owners a notice 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 areas, if any, in which the proposed plan differs from the study. The proposed plan for future funding of the reserve fund
 - ☒ **HAS BEEN** implemented June 1, 2016
 - ☐ **HAS NOT BEEN** implemented because Reserve Fund Study has not yet been completed. Please Refer to Paragraph 14.

Legal Proceedings, Claims

17. There **ARE NO** outstanding judgments against the Corporation.
18. The Corporation **IS NOT** a party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
19. 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, where the court has not made the order.
20. The Corporation **HAS NO** outstanding claim for payment out of the guarantee fund under the **Tarion** New Home Warranty Program.
21. There is not currently an order of the Superior Court of Justice in effect appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*.

- ☒ **THERE IS NO** Superior Court of Justice Order, appointing an inspector.
☐ **THERE IS** a Superior Court of Justice order, appointing an inspector, as per copies attached.

Agreements with owners relating to changes to the common elements

22. With respect to Agreements with owners relating to changes, additions or improvements to the common elements as per clause 98(1)(b) of the *Condominium Act, 1998*

- ☒ **THE UNIT IS NOT** subject to an Agreement
☐ **THE UNIT IS** subject to one or more agreements. To the best of the Corporation's information, knowledge and belief, the agreements have been complied with by the parties.

The person requesting the Status Certificate must assume responsibility to inspect the premises and confirm that the alteration complies with the provisions contained in any such Agreement(s).

Leasing of Units

23. With respect to leased units, during the fiscal year preceding the date of this Status Certificate and as per section 83 of the *Condominium Act, 1998*, the Corporation

- ☒ **HAS** received notice that **281** units were leased during the fiscal year preceding the date of this status certificate.
☐ **HAS NOT** received notice that any units within this Corporation were leased

Substantial changes to the common elements, assets or services

24. 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.

Insurance

25. The Corporation **HAS** secured all policies of insurance that are required under the *Condominium Act, 1998*.

Phased condominium corporations

26. The Declarant:

- ☐ **HAS** completed all phases; or
☐ **HAS NOT** completed all phases described in the Disclosure Statement that the Corporation received from the Declarant under subsection 147(5) of the *Condominium Act, 1998*, with respect to the phase that contains the unit.
☒ **NOT APPLICABLE**

27. The Declarant:

- ☐ Does not own any of the units in the phases, including units that are part of the property designed to control, facilitate or provide telecommunications to, from or within the property; or,
- ☐ Does not own any of the units in phases, **except** for units that are part of the property designed to control, facilitate or provide telecommunications to, from or within the property.
- ☒ The Declarant owns one or more of the units in the phases, but not units that are part of the property designed to control, facilitate or provide telecommunications to, from or within the property; or,
- ☐ The Declarant owns one or more of the units in the phases, including one or more of the units that are part of the property designed to control, facilitate or provide telecommunications to, from or within the property; or,
- ☐ **THIS SECTION IS NOT APPLICABLE**

Vacant land condominium corporations

27. ☐ If the Corporation is a vacant land condominium corporation, all buildings, structures, facilities and services shown in Schedule H to the Declaration have been completed, installed and provided, except

OR: ☒ **THIS SECTION IS NOT APPLICABLE**

Leasehold condominium corporations

28. ☐ Name, Address and Telephone No. of Lessor _____

OR ☒ **THIS SECTION IS NOT APPLICABLE**

29. The provisions of the leasehold interest in the property:

- ☐ **ARE IN GOOD STANDING** and have not been breached
- ☐ **ARE NOT IN GOOD STANDING** and have been breached in the following ways.....
- ☒ **NOT APPLICABLE**

30. ☐ The Lessor HAS/HAS NOT applied under section 173 of the Condominium Act, 1998 for an order terminating the leasehold interests in the property.

☒ **NOT APPLICABLE**

Attachments

33. The following documents are attached to this status certificate and form part of it:

- a) *a copy of the current declaration, by-laws and rules of the Corporation;*
- b) *a copy of the budget of the Corporation for the current fiscal year (being the budget for the fiscal year after registration);*
- c) *a certificate or memorandum of insurance for the Corporation's current insurance policies.*
- N/A d) *a copy of all applications made under section 109 of the Condominium Act, 1998 to amend the declaration or description for which the court has not made an order;*
- e) *a copy of the schedule that the declarant has delivered to the board setting out what constitutes a standard unit, if there is no by-law of the Corporation establishing what constitutes a standard unit;*

N/A	f)	<i>a copy of all agreements, if any, described in clause 98 (1) (b) of the Condominium Act, 1998 that bind the unit;</i>
N/A	g)	<i>a copy of any notice 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 areas, if any, in which the proposed plan differs from the study;</i>
N/A	h)	<i>a copy of an order appointing an inspector under section 130 of the Condominium Act, 1998 or an administrator under section 131 of the Condominium Act, 1998;</i>
N/A	i)	<i>a copy of the disclosure statement that the Corporation has received from the declarant under subsection 147 (5) of the Condominium Act, 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 except for the part of the property designed to control, facilitate or provide telecommunications to, from or within the property;</i>
N/A	j)	<i>a copy of an application by the lessor for a termination order under section 173 of the Condominium Act, 1998; 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.]</i>

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 section 33 of this status certificate, namely:

- (i) 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 paragraph 33 of this status certificate at a reasonable time and at a reasonable location; and
- (i) The Corporation shall, within a reasonable time, provide copies of the agreements listed in section 33 of this status certificate 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.

The person requesting this certificate is hereby advised that no inspection of the unit(s) which is/are the subject matter of this certificate (nor any portion of the exclusive use common element areas appurtenant thereto), has been conducted by the Corporation or its property manager, in order to determine whether or not the Corporation has any claim for damages against the owner of such unit(s), or whether any violation of the provisions of the Act, or Corporation's declaration, by-laws and/or rules exist, prior to issuing this status certificate in connection therewith. Accordingly, the person requesting this certificate shall be solely responsible for undertaking any desired or required inspection. However, the Corporation's property manager is willing to conduct any desired or required inspection, when expressly requested or instructed in writing to do so by the person requesting a status certificate, provided that an additional fee of \$100.00 per inspection plus H.S.T. is paid to the manager at the time of such request or instruction.

Individual Metering Clause:

Please note that the electricity consumption relating to the aforementioned dwelling unit (and any exclusive use common element areas appurtenant thereto) is separately check metered, and the cost of such unit owner's consumption does not comprise part of the common expenses. However, pursuant to the provisions of the declaration, if an owner of a dwelling unit fails to pay his or her proportionate share of the electricity [and/or water] consumption charges within 10 days following the receipt of an invoice for such outstanding utility charges from the condominium corporation's designated utility monitor (following the periodic reading of the check meter appurtenant to the owner's dwelling unit), then the condominium corporation shall be entitled to maintain and enforce a lien against the defaulting owner's dwelling unit.

Accordingly, the recipient of this status certificate should contact the condominium corporation's utility monitor directly, namely **Enersource at 905-273-9050**, to confirm whether or not there are any outstanding amounts owing for electricity consumption in respect of the aforementioned dwelling unit, which might ultimately give rise to a lien in favour of the condominium corporation.

"This status certificate has been completed without having undertaken a physical inspection of the dwelling unit (and any exclusive use common element areas appurtenant thereto) in respect of which this certificate has been issued. Accordingly anyone relying on the contents of this status certificate shall nevertheless be responsible and liable for addressing (and ultimately resolving, at their respective sole cost and expense, to the satisfaction of the condominium corporation) any unapproved alterations to said unit (and/or to any exclusive use common element areas appurtenant thereto), and all other outstanding violations of this condominium's declaration relating thereto which may subsequently be discovered, or which could have been reasonably discovered by such inspection."

Dated this 5th, day of February, 2019

Peel Standard Condominium Corporation No. 978

Name: Rao Kallipara

Title: Vice President

I have authority to bind the Corporation.

Revised: May 1, 2018