

Winter is Coming- Is Your Property Ready?

While it may seem more exciting to prepare for spring and summer, preparing for winter is no less important. In fact, in many ways it is more important.

Though not inclusive, typically, some indoor items that owners can attend to include: testing smoke detectors and CO² detectors and changing batteries; closing exterior taps from the inside and but leaving them in an open position on the outside; having the furnace inspected; checking leaky faucets, toilets etc. since small constant drips can add up to thousands of dollars per month in water bills for the Corporation/unit owner.

Some outdoor items will be the reverse of those

performed in the spring, i.e., closing rather than opening pools, fountains, tennis courts etc. However, there are also some distinct differences such as inventorying related furniture and equipment with a view to budgeting for necessary repair or replacement to ensure readiness for the next season. Management ensures that trades are booked to drain pipes, taps hose bibs, check ramp heat tracing etc.

Timely, effective property winterization leads to less stressful winters.



Condo Owner Feedback & Information Links

The Ministry of Consumer Services has recently launched a website at ontario.ca/condos which contains a survey asking owners for their feedback regarding condominium ownership, decision-making, maintenance as well as interacting with the

corporation's board of directors.

Another site for condo owners to check out is ontario.ca/consumerservices which educates them on the rights and responsibilities involved in condominium ownership

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How Secure is a “Secure” Building

Like everything else, the concept of security varies according to who you ask.

Some corporations opt to keep their security budget in line by relying on the enterphone system at all entrance points rather than investing in a concierge.

However, as we all know, this decision means trusting residents and visitors to not prevent anyone not “buzzed in” from entering the

building. Experience shows that, for obvious reasons, this doesn’t work.

Initially, many boards that changed from entry systems to concierges faced a lot of backlash but those who held out are now reaping the benefits. Not only does a concierge watch building entrances, they also monitor the underground parking cameras, adding to the owners’ feeling of security.

Most buildings also have insuite alarms that advise the concierge of problems.

However, no building is a Fort Knox. Security is also a direct result of the concerted effort of all owners to be aware of what is going on around them and to point out any concerns to their concierge.

Security is everyone’s business.

Owners’ Right to Quiet Enjoyment

When we hear the term “quiet enjoyment” we immediately think of our right to have peace and quiet in our units.

However, quiet enjoyment can also include our right to assume that strangers will not enter our homes without our knowledge/permission. For the most part this is true but in some cases this individual right must be compromised for the greater

good of the corporation as a whole.

While owners may not prevent access to their unit by changing their locks, the corporation’s right of entry is clearly defined.

Owners are less likely to feel that their privacy has been compromised if they are aware of the corporation’s policy for entering units from day one. Therefore, it should be clearly laid out in the

Welcome Home package and that policy should be strictly followed.

When possible, property management should give reasonable notice of its need to enter a unit for such things as annual fire inspections and flood remediation. Management should also ensure that a staff member accompanies any trade the entire time that trade is in a unit.



Preventive vs. Reactive Maintenance

Anyone who knows Comfort Property Management knows that we are strong proponents of preventive maintenance. Although the benefits should be obvious there are still corporations who operate reactively rather than proactively when dealing with the physical

maintenance of the building.

When considering your building’s maintenance strategy consider that preventive maintenance helps keep unplanned repair expenses, breakdowns and owner inconvenience to a minimum while maximizing

building safety, energy efficiency and asset life.

If you are not doing so now, give serious thought to establishing a preventive maintenance program for your building systems. We can help

How Effective is Your Management Report?

In all our issues, we continue to stress the importance of communication between the board and management. The best communication tool is the property management report so the appropriate amount of thought should be given to its preparation.

At the very least, it should include: an agenda, last meeting's minutes, pending unfinished, or deferred business from previous

meeting, tender summaries for quotations, the previous month's unaudited financial statements with explanations of significant variances, warranty, reserve fund or regular maintenance work progress, maintenance fee overview, as well as owners' correspondence. After that, a building's idiosyncrasies will dictate other items to be included.

Property management must

ensure that the management report is as inclusive as possible because this document forms the basis of a productive board of directors meeting.

Make sure that your corporation's management report is an effective communication tool.



Communication is a Two-way Street

An essential form of communication that is often overlooked is that between property management and the trades (both in-house and contract).

This communication begins during the tendering stage when the property manager creates the job specifications which accompany the tender forms. They must be carefully considered and communicated as they will

form the foundation for the relationship between the parties as long as the contract is in place.

This is especially important when tendering contracts where the contractor's employees will be working in the building on a daily basis. These employees must understand their hours of employment, specific daily, weekly, monthly duties or standing orders as well as

whom to go to when mediation is required.

The Board must first convey its needs to management who, in turn, must convey them to the contractors. If each level communicates effectively the result will be a smoother running building. Remember it's not fair to complain about a contractor's performance if his job wasn't properly defined.

HST Update

It came as no surprise when the Canadian Real Estate Ass'n reported a drop of 30% in housing sales from July 2009. (*Financial Post, August 23, 2010*). Not surprising too, it also blamed this decline on the implementation of the HST in Ontario and British Columbia.

In response, some banks

lowered mortgage interest rates but the decrease was nominal and, most certainly, temporary.

What does this mean to sellers and purchasers? It means that homes of all types will be on the market longer, fetch lower prices and sellers will pay more to real estate experts to market

their homes. It may also mean that owners may rethink selling resulting in a smaller inventory for buyers.



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CPM Sponsors Upcoming CCI/ACMO Conference

As always, we thank those corporations who have already entrusted their property to our care and we look forward to a lengthy partnership with you. We also invite any condominium corporations interested in learning more about our unique management philosophy to contact us.

This fall Comfort Property Management is sponsoring the upcoming CCI/ACMO Conference. Please check the following site for further information and plan to stop by our booth and introduce yourselves. <http://condoconference.ca/REGISTER/default.asp>

Customized Property Management
at a Comfortable Price



Comfort Chronicle is intended for informational purposes only.

Please consult the appropriate professionals before taking any action on behalf of your Corporation.

Mediating/Arbitrating Corporation Disputes

Section 132 of the Condominium Act established mandatory mediation and arbitration process with less formal meetings presided over by trained mediators before progressing to traditional litigation.

Although this may sound warm and fuzzy, those who have been involved in this process can attest to the fact that it is anything but. The very fact that it is designed to resolve a dispute between a corporation and an owner makes it confrontational. Each side comes to the table confident in its position and the fact that it will prevail.

The disputing parties begin by meeting face to face and making their arguments with the mediator keeping the discussion civil and on

track. Then the mediator meets individually with the parties to delve deeper into their respective issues. The final step in the mediation stage is for the parties to come together with a view to coming to a "win-win" solution that both parties can live with.

Ideally, if this happens, both parties go home happy. The question is how often does it really happen that way? If each side is sure it is right, it can be difficult to compromise.

If it doesn't work the next step is arbitration. At this stage, by definition, there is no longer an opportunity for discussion and compromise. Each side hires a lawyer who presents evidence, witnesses and the arbitrator makes a decision based on

same. The decision itself is carefully written and backed up with the reasons behind it. This time there is no "win-win". One side wins and one side loses - big time. Not only does the loser have to abide by the unfavourable decision, but he/she also has to pay all related costs (arbitrator, each side's lawyer etc.) Traditionally too, arbitrators award full costs (more than used to be the case in the court system). If the loser decides to appeal the decision, the court process takes over and costs increase appropriately.

The long and the short of it is: make sure you have exhausted all in-house mediation attempts before resorting to this process. The savings could be well worth it.