

Minutes of a meeting, Orchard House tower leaseholders

4 November 2017

Forty O.H. leaseholders gathered at 4 p.m. in the recreation room of nearby Robert's House condominiums.

Gerald Rotering called the meeting to order, then introduced himself and Hugh Trenchard, who initiated the gathering. All attendees gave their names and suite numbers in brief introduction.

Hugh summarized the legal actions to-date, which are also reported in the article now posted on the web site www.OrchardHouseLeaseholder.ca under “Lawsuits”). Questions were answered, making more clear the separation between Hugh's two suits, #1 regarding the need for more transparency by building owner Westsea Construction and #2 being his challenge regarding the windows and doors replacements. He enumerated the appeals that Westsea has launched and his own intention to apply for leave to appeal to the Supreme Court of Canada regarding the recent B.C. Court of Appeal ruling. More was covered than was outlined in the agenda, which listed:

- The B.C. Court of Appeal has allowed Westsea to bill all leaseholders for its costs to fight Hugh's Petition for disclosure regarding the windows/doors project (setting aside Justice MacKenzie). If Westsea proceeds to itemize its expenses and bill us, what should we each do?
- Hugh is preparing to apply for leave to appeal the above ruling to the Supreme Court of Canada. How likely is this to be granted? What will he argue?
- Regarding Hugh's second court challenge, that of Westsea's right to bill him capital costs such as for new windows and doors, the company is appealing the Provincial Court's decision NOT to dismiss his case (Justice Powers). Because this appeal delays an actual trial on the issues, what does it mean for other leaseholders and our own possible legal action to recover windows/doors costs based on a precedent that his case might create? Do we face a deadline?

Further points raised and question pondered: *Hugh does not want other leaseholders to incur a cost because of his legal initiatives. *A standard-form lease should—precedents indicate—be interpreted in favour of the lessees who had no role in negotiating it. *Only B.C. and Saskatchewan have no legal protection for leaseholders like us. *Landlords (and the previous B.C. government) consider our leases to be commercial, when it's apparent that they are residential. *Should we become a formal non-profit organization?

Hugh pointed out that Westsea Construction's second attempt to have his windows/doors suit dismissed (the first was turned aside by Justice Power) puts off a trial on the issues from May of 2018 to some time in 2019. We other leaseholders face a two-year limitation on initiating action on our individual or collective behalf regarding that project and whether it was appropriately entirely our expense to pay.

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Gerald asked whether others in the room than he would put up \$1,000 each to hire a lawyer to initiate a class-action lawsuit, which would likely be put on hold pending Hugh's 'test case'. Several hands shot up. It was generally agreed to revive this question in the spring, keeping 5 July 2018 in mind as a deadline, as that will mark two years since we were notified of the cost of the project and that it would commence almost immediately.

Discussion turned to 2018 suit fees and the 38% increase just announced by Westsea. Because the company does not provide a budget, but only makes passing reference to the cost of carpet replacement and various expenses including "legal", we cannot know whether the company is recovering its costs to oppose Hugh's actions. Hugh immediately wrote to Westsea for more information, which letter can be found on this site under "Lawsuits", below the article's "Update".

Gerald said that he had submitted his 2018 cheques to avoid Westsea taking action to collect them. Again, Hugh may proceed to a legal-action 'test case' regarding the dramatically higher charge and what it might include. Should legal action result, and Hugh win any reduction in his 2018 suite fees, we could each or collectively act to recover similar amounts.

Turning to political action, it was agreed that while we're ready to pursue this, we defer to Hugh's legal actions for some weeks. It was the MOVED, SECONDED and CARRIED that:

Whereas long-term residential leaseholders in British Columbia have no rights under provincial law and face oppressive governance by building owners, and

Whereas one among us had to sue to obtain disclosure of information about the recent \$5.5 Million windows/doors project entirely funded by us and has on-going court struggles challenging that and other capital costs, and

Whereas we deserve disclosure of our annual operating budget and require more information than a summary audit report, which does not allow us to know whether expenses funded by us have been properly incurred, and

Whereas we assembled leaseholders of Orchard House tower, Victoria, believe that we speak for several thousand other disadvantaged B.C. residential long-term leaseholders, therefore be it resolved

THAT:

We call on the Government of the Province of B.C. to act quickly by amendment to the Residential Tenancy Act, to the Strata Title Act, or by new legislation to protect long-term residential leaseholders from the lack of transparency and dictatorial management of building owners.

And FURTHER THAT:

We authorize Hugh Trenchard and Gerald Rotering to prepare our submission to the Province and to then speak forcefully to the media in support of our call for legislation to protect us.

The meeting concluded at 5:25 with applause for Hugh's tireless legal efforts and Gerald's creation of the web site.
