

FOR OFFICE USE ONLY

D 8 5 8 6 5 9

CERTIFICATE OF RECEIPT  
RÉCEPTE  
TORONTO (66)

'02 OR 25 15 57

*John Deo*  
LAND REGISTRAR/REGISTRAR

New Property Identifiers

Additional:  
See  
Schedule

Executions

Additional:  
See  
Schedule

(1) Registry  Land Titles  (2) Page 1 of 9 pages *OK*

(3) Property Identifier(s) 11076-0001 to 11076-1420 inclusive Block Property Additional: See Schedule

(4) Nature of Document  
By-law No. 6  
(Under the Condominium Act, 1998)

(5) Consideration  
TWO Dollars \$ 2.00

(6) Description  
All Units and Common Elements comprising the property included in York Condominium Plan No. 76  
City of Toronto  
Land Registry Office for the Land Titles Division of Toronto (No. 66)

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other

(8) This Document provides as follows:  
See by-law attached

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)  
Name(s)

York Condominium Corporation No. 76  
By its solicitors, FINE & DEO

Signature(s)

*Mario D. Deo*  
Per: Name: Mario D. Deo

Date of Signature

Y M D  
2002 06 25

(11) Address for Service

c/o Management Office, 5 Massey Square, Toronto, Ontario M4C 5L6

(12) Party(ies) (Set out Status or Interest)  
Name(s)

Signature(s)

Date of Signature

(13) Address for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:

Fine & Deo  
3100 Steeles Avenue West  
Suite 300  
Vaughan, Ontario  
L4K 3R1

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Fees and Tax

Registration Fee

X

Total

60

Form 11  
Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW  
(under subsection 56 (9) of the *Condominium Act, 1998*)

York Condominium Corporation No. 76 (known as the "Corporation") certifies that:

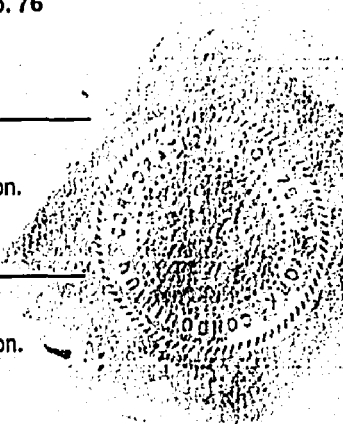
1. The copy of By-law Number 6, attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 18 day of JUNE, 2002.

York Condominium Corporation No. 76

By: [Signature]  
Name: Barbara Saad  
Title: President  
I have authority to bind the Corporation.

By: [Signature]  
Name: Tom Hayes  
Title: Secretary  
I have authority to bind the Corporation.



## YORK CONDOMINIUM CORPORATION NO. 76

## BY-LAW NO. 6

MEDIATION / ARBITRATION PROCEDURE BY-LAW

## RECITALS

WHEREAS the board of directors may, by resolution, make, amend or repeal by-laws, not contrary to the *Condominium Act, 1998* ("Act") or to the declaration, among other things,

- (a) to govern the management of the property;
- (b) to govern the use and management of the assets of the corporation;
- (c) to specify duties of the corporation in addition to the duties set out in the Act and the declaration;
- (d) to establish the procedure with respect to the mediation of disputes or disagreements between the corporation and the owners for the purpose of section 125 or section 132 of the Act; and,
- (e) to govern the conduct generally of the affairs of the corporation.

AND WHEREAS, in furtherance of the above-noted powers and on the advice of counsel, the board of directors of the condominium corporation is of the view that it would be prudent for the condominium corporation to pass the following by-law establishing a procedure for the mediation of disputes or disagreements between the corporation and the owners for the purpose of section 125 or section 132 of the Act;

AND WHEREAS there is no existing arbitration agreement between the condominium corporation and its unit owners which sets out a procedure for arbitrations, in furtherance of the above-noted powers, and on the advice of counsel, the board of directors of the condominium corporation is of the view that it would be prudent for the condominium corporation to pass the following by-law which also establishes a procedure for the arbitration of disputes or disagreements between the corporation and the owners for the purpose of section 125 or section 132 of the Act.

THEREFORE, BE IT ENACTED AS A BY-LAW OF YORK CONDOMINIUM CORPORATION NO. 76, (hereinafter referred to as "Corporation" and or the "corporation") as follows:

*The Mediation of Disagreements Between the Corporation and the Owners*

1. This by-law applies only in respect of the mediation of disputes or disagreements between the corporation and one or more unit owners which are required by section 125 or section 132 of the Act to be submitted to mediation, and for greater certainty does not apply to a mediation in respect of:
  - i) an agreement between the declarant and the corporation;
  - ii) an agreement between two or more corporations;
  - iii) an agreement between the corporation and a person for the management of the property; or,
  - iv) a disagreement between the declarant and the board of directors with respect to the budget statement described in subsection 72 (6) of the Act or, the obligations of the declarant under section 75 of the Act (i.e. the accountability to the corporation by the declarant for the budget statement that covers the one-year period immediately following the registration of the declaration and description).
2. Where a disagreement arises between the corporation and one or more unit owners which is required by section 125 or section 132 of the Act to be submitted to mediation, either party (the "Initiating Party") may serve the other party (the "Other Party") with a document

entitled "Notice of Mediation" which may be in the form attached hereto as Schedule "A" and which shall set out:

- i) a statement, no longer than two 8.5" x 11" pages in length, setting out:
  - i) a brief description of the disagreement; and,
  - ii) why the Initiating Party requests the mediation (the "Issue Statement");
- ii) the Initiating Party's choice of mediator, shall be made from a list ("The List of Mediators") of at least five mediators which the Corporation shall maintain at all times. In addition to the names of at least five mediators, The List of Mediators shall also include information as to how to contact such person including telephone numbers and e-mail addresses if available;
- iii) subject to paragraph 7 below, three proposed dates for the mediation within the next following 30 days; and,
- iv) the advice to the Other Party that the Other Party may choose any one of the three proposed dates within five days from the date of the Notice of Mediation, failing which the first date shall apply.

3. The mediators listed on The List of Mediators:

- i) shall be at least 18 years of age;
- ii) shall not be related to any then present member of the board of directors;
- iii) shall not be an owner or tenant of a unit within the corporation;
- iv) shall have the requisite training and/or qualifications, as determined by the board of directors; and,
- v) may be replaced at any time by the board of directors in its sole and absolute discretion.

4. The mediator's function shall be to confer with the parties and endeavour to obtain a settlement with respect to the disagreement submitted to mediation.

5. Prior to sending the Notice of Mediation, the Initiating Party must clear the availability of the chosen mediator for each of the three proposed dates in the Notice of Mediation.

6. If none of the mediators on the List of Mediators is available within that 30 day period, then the Initiating Party may choose any person, who satisfies the requirements of paragraph three above, to act as mediator.

**Time Limits for the Hearing of the Mediation**

7. The mediation shall be held within 30 days of the date of the service of the Notice of Mediation, but in emergency cases, where safety or other issues which threaten the safety of persons or property are involved, the mediation may be at the earliest possible moment in which case the time period for a response from the Other Party contemplated in paragraph 2(iv) above and paragraph 9 below may be shortened to 48 hours. Whether a matter threatens the safety of persons or property, shall be a decision that will be determined solely by the Corporation or any of its agents.

**Documents and Discovery**

8. There shall be no discovery process except that along with the Notice of Mediation, the Initiating Party shall submit the Issue Statement. If the Initiating Party intends to rely on any documents, then a summary of each such document, identifying each document, its author, its date of creation, and a brief summary of its contents, shall accompany the Notice of Mediation and the Initiating Party's Issue Statement.

9. The Other Party shall submit a statement responding to the Issue Statement (the "Response Statement") which shall be no longer than two pages in length and must be submitted within ten days from the date of the Notice of Mediation. If the Other Party intends to rely on any documents, then a summary of each such document, identifying each document, its author, its date of creation, and a brief summary of its contents shall accompany the Response Statement.

**The Mediator's Fees**

10. The mediator's fees for assisting the parties with the mediation of the disagreement shall be borne equally between the parties, unless a settlement agreement between the parties, or the mediator specifies otherwise.
11. Each of the Initiating party and the Other Party shall pay to the Corporation to hold in trust, an initial deposit of \$350.00 each (or such other greater amount required by the mediator) (the "Deposit Funds"), which must be paid to the Corporation no later than the date and time that the party serves its Issue Statement or Response Statement as the case may be. The Deposit Funds shall be held by the Corporation in trust and are to be applied against the mediator's fees in accordance with paragraph 10 above. The Deposit Funds must be provided in the form of a certified cheque, bank draft, or money order only and must be made payable to York Condominium Corporation No. 76, in trust. No other means of deposit shall be accepted by the Corporation.
12. The Corporation shall be primarily responsible for paying the mediator's account, and shall seek reimbursement from the other party should the Deposit Funds prove to be insufficient. The other party or parties, regardless of whether an owner or a tenant, shall reimburse the Corporation within seven days of a written request for reimbursement, failing which, the default in payment shall be deemed to be an award of costs pursuant to section 134(5) of the Act.
13. Subject to paragraph 14 below, the remainder of the Deposit Funds (if any), following payment of the mediator's fees and expenses in accordance with paragraph 10 above, shall be reimbursed to the respective parties by the Corporation within a reasonable time thereafter.
14. Should the matter remain unresolved and proceed to arbitration, then the excess Deposit Funds (if any) shall be retained by the Corporation until the final resolution of the matter and said funds may be used to pay the arbitrator's fees in accordance with paragraph 27 of this by-law.

**The Mediation**

15. The mediation shall be for no longer than one-half a day (approximately three hours) unless the parties agree to such longer time.
16. If the mediator determines that a mediated settlement between the disputing parties is not available, he/she may set out any disagreement or statement of issues between the parties which shall be considered by the arbitrator.

**Arbitration Procedure**

17. The provisions of this by-law relating to the arbitration of disputes or disagreements between the corporation and one or more unit owners which are required to be submitted to arbitration shall be deemed to be, for the purposes of the *Arbitration Act*, 1991, an arbitration agreement between such parties.
18. The disputes and disagreements referred to above which are not resolved by mediation shall proceed to arbitration on the earlier of:
  - i) 60 days following the date upon which the initiating Party serves Notice of Mediation, if the parties have not selected a mediator within that time period; or,
  - ii) 30 days following the delivery of notice from the mediator indicating that the mediation has failed.

**Notice of Arbitration**

19. Where a dispute or disagreement between the corporation and one or more unit owners is required to be submitted to arbitration, either party (the "Initiating Party") may serve the other party (the "Other Party") with a document entitled "Notice of Arbitration" which may be in the form attached hereto as Schedule "B" and which shall set out:
  - i) a brief statement as to the dispute or disagreement and why the Initiating Party requests the arbitration;
  - ii) the Initiating Party's choice of arbitrator which shall be made from a list (The List of Arbitrators) of at least five arbitrators which the Corporation shall maintain at all times; and,

- iii) three proposed dates for the arbitration within the next following thirty (30) days and advice to the Other Party that the Other Party may choose any one of those dates within five days from the date of the Notice of Arbitration, falling which the first date shall apply.
20. Prior to sending the Notice of Arbitration, the Initiating Party must clear the availability of the arbitrator for each of the three proposed dates in the Notice of Arbitration.
21. If none of the arbitrators on the Corporation's list is available within that 30 day period, then the Initiating Party may choose any person to act as arbitrator whose training or qualifications make such person a reasonably suitable to fairly arbitrate the disagreement or dispute.
22. Subject to any statement by the mediator as to the dispute or disagreement, or as to the issues, the Issue Statement and Response Statement submitted by the parties in the mediation shall form the basis of the arbitration issues. Copies of the Issue Statement and Response Statement shall be attached to and form part of the Notice of Arbitration.
23. If either an Issue Statement or a Response Statement, or both, were not submitted in the mediation, then:
  - i) the Initiating Party shall serve the Other Party with an Issue Statement in respect of the arbitration; and,
  - ii) the Other Party shall serve a Response Statement within ten days thereafter.
24. The arbitration hearing must be held within 30 days after the service of the Notice of Arbitration.
25. The Initiating Party shall be responsible for arranging a court reporter for the arbitration, but the costs thereof shall be dealt with as a cost of the arbitration.
26. Any documents which are intended to be relied upon by a party must be given to the other party within ten days after the service of the Notice of Arbitration. No new documents may be introduced in the arbitration which were not introduced in the mediation, if applicable, save and except for:
  - (a) documents which the arbitrator determines could not be or were not reasonably available as of the date of mediation; and/or,
  - (b) such documents as the arbitrator determines in his/her sole discretion are required for the proper determination of the dispute.
27. The arbitrator's fees for assisting the parties with the disagreement, and other associated costs, such as but not limited to court reporter's fees, shall be split equally between the parties, unless otherwise agreed, but the Corporation shall be primarily responsible for paying the arbitrator's account. The other party or parties, regardless of whether an owner or a tenant, shall reimburse the Corporation within seven days of a written request for reimbursement, failing which, the default in payment shall be deemed to be an award of costs pursuant to section 134(5) of the Act.
28. Within ten days after the service of the Notice of Arbitration, if a party intends or requests evidence be called on a certain point because of a factual disagreement, then that party shall notify the other party.
29. Parties shall exchange witness lists, together with a short statement containing the summary of each witnesses' evidence, no later than 5:00 p.m. one calendar week prior to the hearing of the arbitration.
30. At the arbitration hearing, any fact in dispute in the Issue Statement and/or Response Statement shall be determined by the arbitrator pursuant to *viva-voce* (oral testimony) and/or documentary evidence.
31. The arbitrator may determine any matters of procedure for the arbitration not specified herein.
32. In all other respects, the *Arbitration Act, 1991*, and any amendments thereto applies.

33. The arbitrator shall, after hearing any evidence and representations that the parties may submit, make his/her decision and reduce same to writing as quickly and as expeditiously as possible but in any event, no later than 30 days after the completion of the hearing, and deliver one copy thereof to each of the parties.

**Severability**

34. Each of the provisions of this by-law shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this by-law.

**Gender**

35. The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.

**Waiver**

36. No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

**Headings**

37. The headings in the body of this by-law form no part hereof but shall be deemed to be inserted for convenience of reference only.


**Statutory References**

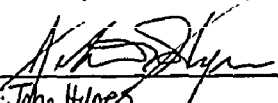
38. Any references to a section or sections of the Act in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

The foregoing by-law is hereby enacted as By-law No. 6 of York Condominium Corporation No. 76, said by-law having been passed by the board of directors on the 7<sup>th</sup> day of May, 2002, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 15<sup>th</sup> day of June, 2002, without variation, pursuant to the provisions of the *Condominium Act, 1998, S.O.*

DATED this 18 day of JUNE, 2002.

**YORK CONDOMINIUM CORPORATION NO. 76**

  
\_\_\_\_\_  
Name: Barbara Saad  
Title: President  
I have authority to bind the Corporation.

  
\_\_\_\_\_  
Name: John Hynes  
Title: Secretary  
I have authority to bind the Corporation.

SCHEDULE "A"

NOTICE OF MEDIATION

DATE:

TO:

FROM:

RE:

1. Mediator: \_\_\_\_\_

2. Please check which of the following is applicable:

( ) Proposed Dates & Time for Mediation:

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

You have five days from the date of the Notice of Mediation to select one of the above noted dates, failing which the first date shall apply.

( ) As this is an emergency situation, as determined by the Corporation or any of its agents in its sole discretion, the mediation shall take place on:

i) \_\_\_\_\_

3. Location of Mediation: \_\_\_\_\_

4. Issue Statement.  
*(The Issue Statement is to be attached hereto and labeled as Schedule "A")*

5. Documents:  
*(If you are relying on any documents, then a summary of each must be set out below or on an attached Schedule. Each summary must include the date of the document's creation, its author and a brief summary of its contents)*

DOCUMENTS		
DATE	AUTHOR	BRIEF SUMMARY OF CONTENTS



SCHEDULE "B"

NOTICE OF ARBITRATION

DATE:

TO:

FROM:

RE:

---

1. This matter is proceeding to arbitration because: *(Place an "X" in the appropriate response)*
  - ( ) 60 days have passed from the date of the Notice of Mediation, a copy of which is attached hereto, and the parties have not selected a mediator; or
  - ( ) 30 days have passed from the delivery of mediator's notice indicating that the mediation has failed. A copy of the mediator's notice is attached hereto.
2. Arbitrator: \_\_\_\_\_
3. Proposed Dates & Time for Arbitration:
  - i) \_\_\_\_\_
  - ii) \_\_\_\_\_
  - iii) \_\_\_\_\_

**You have five days from the date of the Notice of Arbitration to select one of the above noted dates, failing which the first date shall apply.**

4. Location of Arbitration: \_\_\_\_\_
5. Copies of the Issue Statement and Response Statement (if any) are attached hereto and form part of the Notice of Arbitration.