



NO. S-238586
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

1038573 B.C. LTD.

PLAINTIFF

AND:

THE OWNERS, STRATA PLAN NW289, JENNY DONNA DICKISON, FERNANDO MARCELINO DUTRA DE SOUSA, 1276331 B.C. LTD., CARMELIA MARIA DA SILVA, HON-CHING RUDOLPH CHENG, 1161359 B.C. LTD., RICKY HEE MENG LAI, PIA FACCIIO, 1184416 B.C. LTD., MARK WILLIAM LOUETTIT and SARAH KINUKO LOUETTIT, BARRY DOUGLAS WATSON, AS ADMINISTRATOR OF THE ESTATE OF KENNETH JOHN WATSON, LI PING DUAN, NORMAN VICTOR LEECH, ROLANDO VINAS DIZON and NARCISA DIZON, NICHOLAS GEORGE KARAMOUZOS and MARIA KARAMOUZOS, CUI MING CHEN, YANKUI WANG and XIN TIAN, MARIA DA NATIVIDADE ALMEIDA, 1237765 B.C. LTD., JU-SHAN CHIANG and FLORA FU, 1184414 B.C. LTD., AMARSINGH BHATIA and NARANJAN KAUR BHATIA, PHUNG KIM VUONG and TUONG LAM, MONICA PAOLA ALIAGA, MARCELINO LOPES DE SOUSA and OLGA MARIA DUTRA DE SOUSA, 1184413 B.C. LTD., LUALHATI ONGKEKO CRISOSTOMO, RICHARD RAYMOND RAVENSBERGEN and DAWN MARIE RAVENSBERGEN, YUK FAR CHEUNG and YIN ON CHEUNG, GARY LUCIEN DREES, THOMAS PATRICK FLEMING, 1352962 B.C. LTD., WAN CHEN and HONG YANG, SU JUAN SITU, VAN DAO NGUYEN and THI BICH HANG NGUYEN, JULIAN BOZSIK, CHRISTIAN HERBERT JOSON-LIM and IRIS JUNE CALIBUGAN ADIONG, ANGELA JOY EYKELBOSH, NGUYEN THANH VUONG and TUYET NGOC DU, OM PARKASH LOOMBA and MERRAN LOOMBA, SUZANNE JUANITA KUDELSKI, YAN QIONG LU, PING HE, EDWARD LAWRENCE THUE, RICHARD CHARLES PATRICK SPENCER and DIANE MARIE SPENCER, ARTHUR SUMMERS WILLIAMSON, GARY DALE CHARTER and CRISTINA RIMANDO GAPAL, JU TAI ZHOU and YU QING LI, ZHI HAO YANG, DAISY CUETO EVANGELISTA and MARIA CHERRY EVANGELISTA, MEGAN MARY BURGHALL, NASIM BHALOO, HUI LIN DONG and LI WANG, MANSOUR MESHKI, , HSIANG CHIAO HUANG, GORDON WILLIAM PATERSON, YVONNE JO-ANNE ENGLAND, GRACE JOANNA LEVSEN, PING CHOR CHAN, SO FAN LEE and TAK TAI LUI

DEFENDANTS

AND:

1038573 B.C. LTD.

DEFENDANT BY WAY OF COUNTERCLAIM

NOTICE OF APPLICATION

Name of Applicant: The Owners, Strata Plan NW289 as represented by the liquidator, Crowe Mackay & Company Ltd. (the “**Liquidator**”)

To: The plaintiff

TAKE NOTICE that an application will be made by the Applicant to the presiding judge at the Courthouse at 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia on Thursday, the 25th day of January, 2024 at 9:45 a.m. for the orders set out in Part 1 below.

Part 1: ORDERS SOUGHT

1. An order that the certificate of pending litigation filed in the Land Title Office on December 18, 2023 under instrument no. CB1083710 (the “**CPL**”) be cancelled as against title to 100 of the 101 strata lots located at 3925 Kingsway and 5715 Jersey Avenue, Burnaby, British Columbia and legally described as outlined in the attached Schedule “A” (collectively, the “**Individually Owned Strata Lots**”).
2. An order that the Registrar of Land Titles at the New Westminster Land Title Office cause the CPL to be cancelled and discharged from title to the Individually Owned Strata Lots forthwith.
3. An order that the plaintiff post security for costs for Liquidator’s costs of this proceeding within 21 days in the amount of \$70,000, or such other amount as this Court may determine, in a form satisfactory to the Registrar.
4. The claim of the Plaintiff be dismissed as abandoned without further Order of this Court if the Plaintiff fails to post the security ordered by this Court within 30 days of the date of this Order.
5. Costs of this application, payable forthwith and in any event of the cause.

Part 2: FACTUAL BASIS

Overview

6. By court order granted June 17, 2022, the appointment of Crowe MacKay & Company Ltd. as liquidator (the “**Liquidator**”) of the defendant The Owners, Strata Plan NW289 (“**Cameray Gardens**”) was confirmed pursuant to the provisions of the *Strata Property Act*, S.B.C. 1998, c. 43 (the “**SPA**”).

7. By way of a conditional purchase and sale agreement dated December 7, 2022 (the “**PSA**”), the Liquidator, as vendor, and the plaintiff, 1038573 B.C. Ltd., as purchaser, (the “**Purchaser**”) agreed to the conditional sale of the 101 strata lots and common property of Cameray Gardens (the “**Strata Lands**”) for a price of \$61 million.

8. On the completion date of December 15, 2023, the Liquidator was ready, willing, and able to close the sale of the Strata Lands pursuant to the PSA. However, the Purchaser failed to complete the PSA, including by failing to tender the purchase price, and thereby repudiated and fundamentally breached its obligations under the PSA. These proceedings arise from the collapse of the PSA and the Purchaser’s failure to complete the purchase of Cameray Gardens.

9. On December 18, 2023, the Purchaser filed a Certificate of Pending Litigation, reg. no. CB1083710, (the “**CPL**”) on title to all 101 strata lots—including strata lot 66, which is owned by Cameray Gardens—and the common property.

10. The Liquidator seeks the discharge of the CPL as against title to 100 of Cameray Gardens’ 101 strata lots (the “**Individually Owned Strata Lots**”). As well, the Liquidator seeks security for its costs of this litigation, given the absence of evidence of exigible funds on the part of the Purchaser.

11. The CPL unfairly prejudices the owners of the Individually Owned Strata Lots (the “**Individual Owners**”)—who were not parties to the PSA and have next to no involvement in the underlying claim—by:

- (a) restraining them from freely dealing with their properties, notwithstanding that they were permitted to sell their strata lots while the PSA was in effect in any regard; and
- (b) jeopardizing their financial interests, as the registration of the CPL will or may bring the Individual Owners into default of their mortgage terms.

12. The Liquidator brings this application in order to safeguard the interests of the Individual Owners, and says that the registration of the CPL against strata lot 66 and the common property alone is sufficient to safeguard the Purchaser's purported interest in and prevent the conveyance of the Strata Lands.

The Parties

13. The Purchaser is a numbered company that was incorporated under the laws of British Columbia on June 3, 2015.

14. Cameray Gardens is comprised of 101 residential strata lots and the associated common property shown on Strata Plan NWS289. Cameray Gardens has municipal addresses at 3925 Kingsway and 5715 Jersey Avenue, Burnaby, British Columbia.

15. The remaining defendants are the registered owners of the 100 individual strata lots of Cameray Gardens. Cameray Gardens owns strata lot 66.

Background

16. At a special general meeting ("SGM") on February 15, 2022, Cameray Gardens' members resolved to wind-up the strata corporation, appoint the Liquidator, and authorize the marketing and sale of the Cameray Gardens Lands subject to the requirements of section 282 of the *SPA*.

17. The wind-up of Cameray Gardens and the appointment of the Liquidator were confirmed by court order on June 17, 2022 (the "**Wind-Up Confirmation Order**"). It is a term of the Wind-Up Confirmation Order that title to the individual strata lots of Cameray Gardens only vests in the Liquidator upon the filing in the Land Title Office ("**LTO**") of a certified copy

of the Wind-Up Confirmation Order. To date, a certified copy of the Wind-Up Confirmation Order has not been filed with the LTO.

18. Once appointed, the Liquidator embarked on an effort to market and sell the Cameray Gardens Lands, which culminated in the PSA.

19. The PSA included the following terms:

- (a) The Purchase Price was \$61 million (s. 2.2);
- (b) The Purchaser is to pay a deposit of \$3 million (s. 2.3(a)) (the “**Deposit**”);
- (c) The sale was conditional on the Liquidator obtain a vote of the Cameray Gardens members by April 24, 2023 approving the PSA and the sale of the Cameray Gardens Lands pursuant to section 282 of the SPA (s. 6.1(b)) (the “**Section 282 Vote**”);
- (d) Upon obtaining the Section 282 Vote, the sum of \$100,000 would be released from the Deposit to the Liquidator (s. 2.5);
- (e) Time is of the essence (s. 10.4); and
- (f) Once the PSA conditions were satisfied or waived, the completion date was to be October 25, 2023 (the “**Completion Date**”) (s. 3.1); and
- (g) In the event the Purchaser failed to complete the PSA, the remainder of the Deposit would be paid to the Liquidator on behalf of the Purchaser, together with interest earned on the Deposit (s. 2.5(a)(ii)).

20. By agreement, the Purchaser and the Liquidator extended the date by which the Section 282 Vote was to occur to May 24, 2023 and the Completion Date to December 15, 2023.

21. In or around the week leading up to the Completion Date, the Purchaser took the position that the Liquidator was in breach of the PSA, asserting that the Liquidator would not be able to deliver clear title to the Strata Lands. The Liquidator provided assurances that it was ready, willing, and able to complete the PSA and transfer clear title to the Strata Lands to the Purchaser in accordance with the PSA.

22. On December 15, 2023, the Liquidator, as vendor, was ready, willing, and able to complete the PSA. However, in breach of the PSA, the Purchaser did not provide any of the

documents required of it under the PSA and did not tender the purchaser price. As a result, the PSA did not complete.

The Claim and CPL

23. The Purchaser filed the Notice of Civil Claim against the Liquidator and all of the Individual Owners on December 18, 2023, seeking, *inter alia*, specific performance of the PSA, with a completion date of March 15, 2024, or damages.

24. Concurrent with its filing of the Notice of Civil Claim, the Purchaser caused the CPL to be registered on title to 100 of the 101 strata lots comprising Cameray Gardens—*i.e.*, all of the Individually Owned Strata Lots.

25. The Purchaser caused the CPL to be registered against title to the Individually Owned Strata Lots notwithstanding that:

- (a) the Purchaser has no contractual relationship, under the PSA or otherwise, with the Individual Owners;
- (b) the PSA does not preclude the Individual Owners from selling their strata lots to third-party purchasers in any regard (which sales would remain subject to the PSA); and
- (c) the filing of the CPL is likely to cause financial hardship and inconvenience to the owners of the Individually Owned Strata Lots, particularly to those with mortgages and other financial security on title.

26. The CPL has caused, or is likely to cause, the Individual Owners to be in breach of their mortgage terms and jeopardize their financial affairs, while restraining them from conveying their properties as they were entitled to do under the PSA.

27. On December 22, 2023, the Liquidator filed a Response to Civil Claim and a Counterclaim, seeking a declaration that the Purchaser repudiated the PSA, thereby bringing it to an end, and an order that the Deposit be released to the Liquidator, and damages for breach of contract.

Inability of the Purchaser to Pay Costs

28. The Purchaser is a numbered company with no meaningful fixed assets in British Columbia. This is confirmed by searches of the Land Title and Survey Authority and Personal Property Registry.

29. Counsel for the Liquidator has prepared a draft Bill of Costs which (conservatively) estimates Scale B costs for this action at \$70,268.80, on the basis that it will be determined by way of a 20-day trial.

Part 3: LEGAL BASIS

Jurisdiction to Cancel the CPL

30. A CPL is an extraordinary remedy that secures a claim before it has been proven. The filing of a CPL is, by its nature, prejudicial to a property owner's rights. It is only appropriate where necessary to secure a genuine and viable claim to an interest in land. It is inappropriate to register a CPL for a collateral or ulterior purpose, particularly to obtain an advantage in the litigation or in settlement negotiations. This Court has long recognized the nuisance value of a CPL and the potential for its abuse as a means of gaining improper leverage.

Motz Bros. Holdings Ltd. v. McKean, 2009 BCSC 1133, para. 7;
Seville Properties Ltd. v. Coutre, 2005 BCSC 1105, para. 20;
Kamil v. Transtide Industries Ltd., [1980] B.C.J. No. 1902 (S.C.), para. 22;
Bilin v. Sidhu, 2017 BCCA 429, para. 50.

31. Section 256(1) of the *Land Title Act*, R.S.B.C. 1996, c. 250 ("*LTA*") allows the registered owner of land against which a CPL has been registered to apply for cancellation of the CPL on the basis that hardship and inconvenience are experienced—or are likely to be experienced—as a result of the registration.

32. Hardship and inconvenience will vary from case-to-case, and will require an analysis of the particular circumstances before the court.

Kaur v. Chandler, 2018 BCSC 1283, para. 45.

33. Inconvenience has been interpreted to mean interference with the ability of the owner to deal freely with the property that is more than trifling. An owner's inability to dispose of property constitutes hardship and inconvenience, and warrants cancellation of the CPL.

RVS Investments Inc. v. HH Maple Investments Ltd., 2021 BCSC 2412, para. 19;
Watson Island Development Corp. v. Prince Rupert (City),
 2015 BCSC 1474, paras. 38-40;
Youyi Group Holdings (Canada) Ltd. v. Brentwood Lanes Canada Ltd.,
 2014 BCCA 388, para. 28.

34. A CPL is designed to prevent the defendant conveying away the land and, thus, depriving the plaintiff of the fruits of its victory. There is no prospect that Cameray Gardens will be wound up and the Strata Lands conveyed to an alternate purchaser in the near future. Even if that were a possibility, the registration of the CPL against strata lot 66 would preclude a wholesale conveyance of the Strata Lands. There is no need to unreasonably interfere with all of the Individual Owners' interests by registering a CPL against all 100 extraneous strata lots.

35. The Individual Owners are, or are at immediate risk of, experiencing hardship and inconvenience as a result of the Purchaser's filing of the CPL. Many of the Individual Owners have mortgages on title to their units, and registration of CPL will cause some Individual Owners to be in default of their mortgage terms.

36. The Liquidator submits that the CPL should be cancelled as against the Individually Owned Strata Lots on the basis of hardship and inconvenience, with no requirement for the defendants to post security.

Security for Costs

37. The Court has broad discretion to order security for costs. Section 236 of the *Business Corporations Act* provides that if it appears a corporate plaintiff will be unable to pay the costs of the defendant in the event the defendant is successful, the Court may require the corporate plaintiff to post security for costs and may stay all legal proceedings until the security is posted.

Business Corporations Act, S.B.C. 2002, c. 57, s. 236;
Ocean Pastures Corporation v. Old Masset Economic Development Corporation,
 2016 BCCA 12 ("*Ocean Pastures*"), para. 15.

38. Where a claim is advanced by a corporate plaintiff, a defendant is only required to show a *prima facie* case that the corporate plaintiff may be unable to pay costs. This can be demonstrated by showing an absence of assets in British Columbia, including through searches of conventional public records and databases.

Deepak Suri Ltd. v. Urban Choice Market Ltd., 2013 BCSC 2460, paras. 44-46;
G.A.P. Contracting Ltd. v. 0790643 B.C. Ltd., 2011 BCSC 1059, paras. 24-27.

39. A corporate plaintiff may refute the *prima facie* case that it is unable to pay costs provided the corporate plaintiff proves it has adequate exigible assets—*i.e.* assets that are real, substantial and sufficiently liquid—so as to allow the defendant ready access to them in the event that costs are awarded. The assets put forth as proof by the plaintiff must be real, readily marketable to outsiders, or convertible to cash.

Wheatland Industrial Part Joint Venture v. Soo, 2016 BCSC 508,
 paras. 20-23 and 46-47.

40. While an order for security for costs is discretionary:

- (a) Security will generally be ordered once it is shown that the corporate plaintiff will not be able to pay an award of costs (unless the Court is satisfied that there is no arguable defence to the claim);
- (b) The possibility that the corporate plaintiff will be deterred from pursuing its claim is not, without more, a reason not to order security;
- (c) The Court must balance the potential for stifling a legitimate claim with injustice associated with a corporate plaintiff using its own impecuniosity as a means to put unfair pressure on the defendant; and
- (d) The Court may have regard to the merits of the action, but should avoid going into detail on the merits unless success or failure appears obvious.

Ocean Pastures, paras. 17-18.

41. In the present circumstances, there is a *prima facie* case that the Purchaser will not be able to pay the defendants' costs in the event this action is dismissed. The foregoing,

taken together with the Purchaser's reckless filing of a CPL against all strata lots, weighs heavily in favour of an order that the Purchaser post security for costs in the amount sought.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Jas King, made January 12, 2024.
2. The pleadings and process filed herein.
3. Such other materials that counsel may advise and this Court may accept.

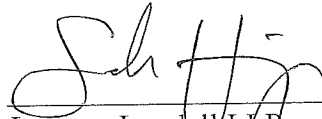
The Applicant estimates that the application will take 45 minutes and be heard in person.

- This matter is within the jurisdiction of a Master.
- This matter is not within the jurisdiction of a Master.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days after service of this Notice of Application.

- (a) file an Application Response in Form 33,
- (b) file the original of every affidavit, and every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed Application Response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Dated at the City of Vancouver, in the Province of British Columbia, this 12th day of January, 2024.



Lawson Lundell LLP
Solicitors for the Applicant

This Notice of Application is filed by Peter J. Roberts, K.C. / Sarah B. Hannigan, of the law firm of Lawson Lundell LLP, whose place of business and address for delivery is 1600 – 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2, e-mail address: proberts@lawsonlundell.com / shannigan@lawsonlundell.com; telephone number: 604-685-3456.

To be completed by the court only:

Order made

in the terms requested in paragraphs _____ of Part 1 of this Notice of Application

with the following variations and additional terms:

Date: _____

Signature of Judge Master

APPENDIX

The following information is provided for data collection purposes only and is of no legal effect.

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- other matters concerning document discovery
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts
- none of the above

SCHEDULE "A"

PID/Plan Number	Legal Description
001-262-921	STRATA LOT 1 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-262-939	STRATA LOT 2 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-262-947	STRATA LOT 3 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-262-963	STRATA LOT 4 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-262-971	STRATA LOT 5 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-262-980	STRATA LOT 6 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-262-998	STRATA LOT 7 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-005	STRATA LOT 8 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
000-938-530	STRATA LOT 9 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-013	STRATA LOT 10 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-021	STRATA LOT 11 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-030	STRATA LOT 12 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-048	STRATA LOT 13 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-056	STRATA LOT 14 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-064	STRATA LOT 15 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-081	STRATA LOT 16 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
000-859-389	STRATA LOT 17 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
000-739-979	STRATA LOT 18 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-099	STRATA LOT 19 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-102	STRATA LOT 20 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-111	STRATA LOT 21 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-137	STRATA LOT 22 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-145	STRATA LOT 23 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-153	STRATA LOT 24 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-161	STRATA LOT 25 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-170	STRATA LOT 26 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-188	STRATA LOT 27 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-196	STRATA LOT 28 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-200	STRATA LOT 29 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-218	STRATA LOT 30 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-226	STRATA LOT 31 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-234	STRATA LOT 32 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-242	STRATA LOT 33 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-251	STRATA LOT 34 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-269	STRATA LOT 35 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289

000-473-774	STRATA LOT 79 OF DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN OF FORM 1
001-263-765	STRATA LOT 80 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-773	STRATA LOT 81 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-781	STRATA LOT 82 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-790	STRATA LOT 83 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-811	STRATA LOT 84 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-820	STRATA LOT 85 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-838	STRATA LOT 86 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-846	STRATA LOT 87 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-854	STRATA LOT 88 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-862	STRATA LOT 89 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-871	STRATA LOT 90 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-889	STRATA LOT 91 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-897	STRATA LOT 92 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-919	STRATA LOT 93 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-927	STRATA LOT 94 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-935	STRATA LOT 95 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-943	STRATA LOT 96 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-951	STRATA LOT 97 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-960	STRATA LOT 98 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-978	STRATA LOT 99 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-994	STRATA LOT 100 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-264-001	STRATA LOT 101 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289

NO. 238586
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

1038573 B.C. LTD.

PLAINTIFF

AND:

THE OWNERS, STRATA PLAN NW289 et al.

DEFENDANTS

AND:

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DEFENDANT BY WAY OF COUNTERCLAIM

NOTICE OF APPLICATION



Barristers & Solicitors
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V6C 3L2

Phone: (604) 685-3456

Attention: Peter J. Roberts, K.C. / Sarah B. Hannigan