

This is the 1<sup>st</sup> Affidavit of Derek Lai  
in this case and was made on January 30<sup>th</sup>, 2024

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 FACCIO, 1184416 B.C. LTD., MARK WILLIAM LOUTTIT and SARAH KINUKO LOUTTIT, 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

**AFFIDAVIT**

I, Derek Lai, chartered professional accountant, of Crowe MacKay & Company Ltd., of 1100 - 1177 West Hastings St., Vancouver B.C., V6E 4T5, SWEAR THAT:

1. I am a Senior Vice President of Crowe MacKay & Company Ltd. (“**Crowe MacKay**” or the “**Liquidator**”) and as such have personal knowledge of the facts and matters hereinafter deposed to, save and except where the same are stated upon information and belief, and, as to such facts, I verily believe the same to be true.

2. Crowe MacKay, represented by me, was appointed the liquidator of The Owners, Strata Plan NWS289, also known as Cameray Gardens, (“**Cameray Gardens**”) by way of resolution passed at a special general meeting of Cameray Gardens held on February 15, 2022. That appointment was confirmed by order of Justice Milman granted June 17, 2022 pursuant to section 278.1 of the *Strata Property Act*.

3. On or about December 7, 2022, the Liquidator (representing Cameray Gardens) entered into a written conditional purchase and sale agreement (the “**PSA**”) with the plaintiff and defendant by way of counterclaim 1038573 B.C. Ltd. (the “**Purchaser**”). Under the PSA, the Liquidator agreed to sell the 101 strata lots and associated common property on Strata Plan NWS289 (the “**Strata Lands**”) to the Purchaser for a purchase price of \$61 million (the “**Purchase Price**”). I executed the PSA on behalf of the Liquidator, along with the addendum extending the completion date to December 15, 2023 (the “**Completion Date**”).

4. On May 20, 2023, the Liquidator held a special general meeting (the “**SGM**”) at Cameray Gardens for the purpose of obtaining the required authority under section 282 of the *Strata Property Act* for the Liquidator to dispose of the Strata Lands pursuant to the terms of the PSA. Seventy-six strata lot owners attended the SGM in person or by proxy. All 76 owners voted to approve the PSA. Attached hereto and marked as **Exhibit “A”** is a true copy of the SGM minutes, confirming the results of the votes that were put to the strata owners. I attended the SGM and these minutes are an accurate record of what occurred at the SGM.

5. On or about May 24, 2023, I executed a Mutual Notice of Second Condition Satisfaction and/or Waiver on behalf of Cameray Gardens, whereby the Liquidator confirmed that all conditions precedent contained in s. 6.1(b) of the PSA had been satisfied or waived. Attached hereto and marked as **Exhibit “B”** is a true copy of that Notice.

6. The PSA contemplated that, if 100% of the Cameray Gardens strata owners approved of the PSA, the sale of the Strata Lands to the Purchaser could be completed by way of individual contracts between the Purchaser and the strata lot owners. Completing a strata wind-up sale by way of individual contracts results in a savings to the purchaser on the payment of property purchase tax. If the sale of the Strata Lands completed in this way, the Purchase Price would increase by an amount equal to 50 percent of the Purchaser’s property transfer tax savings.

7. In the months leading up to the Completion Date, the Liquidator sought, but was ultimately unable to obtain, 100% approval of the PSA from the strata lot owners. Attached hereto and marked as **Exhibit “C”** is a true copy of an email exchange between the Liquidator’s counsel and the Purchaser’s counsel, dated October 6 to November 6, 2023, regarding this issue. Attached hereto and marked as **Exhibit “D”** is a true copy of a subsequent email exchange dated November 15-16, 2023, wherein the Liquidator’s counsel confirms that the parties would be proceeding with the “normal closing process”.

8. At all material times—and particularly in the weeks leading up the Completion Date—the Liquidator (or its legal counsel at Lawson Lundell LLP, at my instruction) took all steps necessary to effect the completion of the PSA as scheduled. These steps included:

- (a) Requesting property tax certificates from the Purchaser’s counsel, MLT Aikins LLP (to ensure that any pre-authorized payment plans were cancelled before the Completion Date) and providing input on the Form A Freehold Transfer. Attached hereto and marked as **Exhibit “E”** are true copies of emails from Jillian Sych of Lawson Lundell LLP to MLT Aikins LLP on November 20, 2023, setting out these requests;
- (b) Preparing a form of notice to effect the termination of any service contracts relating to Cameray Gardens that the Purchaser did not intend to keep (though

none were indicated by the Purchaser), a true copy of which is attached hereto and marked as **Exhibit “F”**. I signed this document on the Completion Date;

- (c) Preparing an Application to Deposit Plan at Land Title Office, a true copy of which is attached hereto and marked as **Exhibit “G”**. I did not sign this document because the Purchaser had not provided the survey plan or the survey plan number required to file this document in the Land Title Office;
- (d) Preparing a Notice of Appointment of Liquidator, a true copy of which is attached hereto and marked as **Exhibit “H”**. I signed this document on the Completion Date;
- (e) Preparing a Property Transfer Tax Return, a true copy of which is attached hereto and marked as **Exhibit “I”**. I signed this document on the Completion Date;
- (f) Obtaining a certified copy of the Order of Justice Milman pronounced June 17, 2022, a true copy of which is attached hereto and marked as **Exhibit “J”**;
- (g) Preparing a letter to the Land Title Office setting out the Liquidator’s request for registration of the Notice of Appointment of Liquidator, a true copy of which is attached hereto and marked as **Exhibit “K”**; and
- (h) Preparing a certified copy of the strata corporation’s resolutions approving the wind-up (signed by two council members), a true copy of which is attached hereto and marked as **Exhibit “L”**.

9. On or about December 7, 2023, the Purchaser, through its legal counsel, expressed concerns regarding the Liquidator’s ability to provide clear title to the Strata Lands on the Completion Date. I addressed these concerns by way of letter from my legal counsel on December 12, 2023.

10. I understand that the Purchaser’s concerns involved, among other things, a civil claim brought against The Owners, Strata Plan NW289 and other defendants: *Community Fire Prevention Ltd. v. The Owners, Strata Plan NW289 et al.*, SCBC Action No. S-204200 (the

“Community Fire Claim”). Attached hereto and marked as exhibits are true copies of the following pleadings filed in respect of the Community Fire Claim:

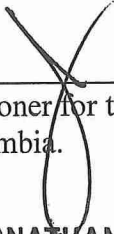
<u>Exhibit</u>	<u>Document</u>
“M”	Notice of Civil Claim, filed April 17, 2020;
“N”	Response to Civil Claim of The Owners, Strata Plan NW289, filed May 20, 2020; and
“O”	Counterclaim of The Owners, Strata Plan NW289, filed September 23, 2021.

11. On the Completion Date, the Liquidator was ready, willing, and able to complete the PSA and had taken all steps within its control to close the sale of the Strata Lands. However, the Purchaser did not deliver any closing documents (or tender the Purchaser Price) and the PSA did not complete.

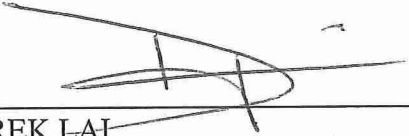
12. I understand that, on December 18, 2023, the Purchaser filed a certificate of pending litigation against all 101 strata units comprising Cameray Gardens (the “CPL”). Attached hereto and marked as **Exhibit “P”** is a true copy of a letter dated December 19, 2023 from my legal counsel to the Purchaser’s litigation counsel, seeking a release of the CPL.

SWORN BEFORE ME at the City )  
of Vancouver, in the Province of British )  
Columbia, this 30<sup>th</sup> day of January 2024. )  
) )  
) )  
) )  
) )  
) )  
) )  
) )

A Commissioner for taking Affidavits for British Columbia.



**JONATHAN McNAIR**  
A Commissioner for Oaths in and for the Province of British Columbia  
Expiry date: June 30, 2024


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DEREK LAI

This is Exhibit "A" referred to in the affidavit of Derek Lai made before me at Vancouver, B.C., on January 30<sup>th</sup>, 2024.

---

A Commissioner for taking Affidavits within British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

**MINUTES OF SPECIAL GENERAL MEETING  
STRATA PLAN NWS289 – CAMERAY GARDENS**

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**HELD**

Saturday, May 24, 2023  
1.00 pm  
In Person Meeting – Cameray  
Gardens Common Room

**A. Call to Order**

The meeting was called to order at approximately 1.15 p.m. Lisa Frey of Lawson Lundell LLP was appointed to chair the meeting.

**B. Calling of the Roll and Certification of Proxies**

Fifty seven (57) strata lots were represented by proxies which were submitted prior to the meeting. Nineteen (19) owners attended the in person meeting and were issued ballots. A number of owners who submitted proxies also attended, but relied on their proxies as their vote. No owner submitted additional or changed proxies when called to do so following the commencement of voting.

**C. Confirmation of Quorum**

Quorum is 1/3 of the strata lots of the strata corporation, being 34 strata lots, and there were 76 strata lots represented in person or by proxy. Quorum was achieved.

**D. Filing of Proof of Notice of Meeting**

Notice of the meeting was filed.

**E. Approval of Agenda**

The Agenda was approved.

**F. Consideration of Resolutions**

The resolutions were introduced and the owners voted on the 3 resolutions set out below.

**NOW THEREFORE BE IT RESOLVED:**

**Resolution 1.           By a ¾ vote Resolution passed by the Owners by proxy at a Special General Meeting that:**

Pursuant to section 282(1) of the *Strata Property Act*, on a motion brought on behalf of the Liquidator, the Owners of the Strata Corporation approve the sale and disposition of the Property by the Liquidator to Bellmont pursuant to the terms and conditions of the Bellmont PSA, PROVIDED THAT if Resolution 2 (the Ulmus PSA) is approved with more yes votes than this Resolution 1, then Resolution 2 will be operative, the Bellmont PSA will be deemed to not have been approved or ratified, and the Ulmus PSA will be binding. If there is a tie vote between Resolution 1 and Resolution 2, a coin will be flipped to decide which PSA will be proceeded with and deemed to have been approved and ratified.

**Resolution 2. By a  $\frac{3}{4}$  vote Resolution passed by the Owners by proxy at a Special General Meeting that:**

Pursuant to section 282(1) of the *Strata Property Act*, on a motion brought on behalf of the Liquidator, the Owners of the Strata Corporation approve and ratify the sale and disposition of the Property by the Liquidator to Ulmus pursuant to the terms and conditions of the Ulmus PSA, PROVIDED THAT if Resolution 1 (the Bellmont PSA) is approved with more yes votes than this Resolution 2, then Resolution 1 will be operative, the Ulmus PSA will be deemed to not have been approved or ratified, and the Bellmont PSA will be binding. If there is a tie vote between Resolution 1 and Resolution 2, a coin will be flipped to decide which PSA will be proceeded with and deemed to have been approved and ratified.

**Resolution 3. By a  $\frac{3}{4}$  vote Resolution passed by the Owners by proxy at a Special General Meeting that:**

Pursuant to Section 96 of the *Strata Property Act*, the Owners of the Strata Corporation approve and authorize the expenditure of funds from the Contingency Reserve Fund for the purposes of paying the Strata Corporation's costs and expenses associated with the purchase and sale of the Property and the wind up of the Strata Corporation.

**G. Results**

Resolutions 1 and 3 were approved.

Resolution 1: 76 votes in favour, 0 vote against, 0 abstentions. 100% of those voting in favour

Resolution 2: 9 votes in favour, 63 votes against, 4 abstentions 12.5% of those voting in favour

Resolution 3: 73 votes in favour, 1 vote against, 2 abstentions. 98.65% of those voting in favour

**The Bellmont PSA and funding of costs and expenses associated with the purchase and sale of the Property and the windup of the Strata Corporation were approved. The Ulmus PSA was not approved.**

**H. Adjournment**

The meeting adjourned at approximately 2:00 pm.



This is Exhibit "B" referred to in the affidavit of Derek Lai made before me at Vancouver, B.C., on January 30<sup>th</sup>, 2024.

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A Commissioner for taking Affidavits within British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

**MUTUAL NOTICE OF SECOND CONDITION SATISFACTION AND/OR WAIVER**

Further to the Purchase and Sale Agreement dated for reference December 7, 2022

Between: **The Owners, Strata Plan NW289 (the "Vendor")**

And: **1038573 B.C. Ltd. (the "Purchaser")**

- A. WHEREAS on May 20, 2023, the Vendor held a special general meeting at which a resolution was proposed to approve the Purchase and Sale Agreement (the "**Resolution**");
- B. AND WHEREAS the Resolution achieved over 75% support from the owners present in person or by proxy and was therefore approved.

NOW THEREFORE, for the payment of \$10.00 by each of the parties to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties covenant and agree with each other as follows:

1. The parties hereby agree that the Conditions Precedent contained in Section 6.1(b) of the Purchase and Sale Agreement is satisfied and/or waived.

Dated this 24<sup>th</sup> day of May, 2023.

**VENDOR:**

THE OWNERS, STRATA PLAN NW289  
by its Liquidator Crowe MacKay & Company Ltd.

Per: \_\_\_\_\_

Name: Derek Lai  
Title: Insolvency Trustee

**PURCHASER:**

1038573 B.C. Ltd.

Per: \_\_\_\_\_

DocuSigned by:

*Kusha Bhatia*

CDEE123369F04BA...

Name: Kusha Bhatia  
Title: Director  
I have authority to bind the Corporation

Acknowledged and Agreed to this 24th day of May, 2023.

**MUTUAL NOTICE OF SECOND CONDITION SATISFACTION AND/OR WAIVER**

Further to the Purchase and Sale Agreement dated for reference December 7, 2022

Between: **The Owners, Strata Plan NW289 (the "Vendor")**

And: **1038573 B.C. Ltd. (the "Purchaser")**

- A. WHEREAS on May 20, 2023, the Vendor held a special general meeting at which a resolution was proposed to approve the Purchase and Sale Agreement (the "**Resolution**");
- B. AND WHEREAS the Resolution achieved over 75% support from the owners present in person or by proxy and was therefore approved.

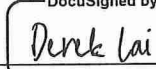
NOW THEREFORE, for the payment of \$10.00 by each of the parties to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties covenant and agree with each other as follows:

- The parties hereby agree that the Conditions Precedent contained in Section 6.1(b) of the Purchase and Sale Agreement is satisfied and/or waived.

Dated this 24<sup>th</sup> day of May, 2023.

**VENDOR:**

THE OWNERS, STRATA PLAN NW289  
by its Liquidator Crowe MacKay & Company Ltd.

Per:   
Name: **Derek Lai**  
Title: **Insolvency Trustee**

**PURCHASER:**

1038573 B.C. Ltd.

Per: \_\_\_\_\_  
Name: **Kusha Bhatia**  
Title: **Director**  
I have authority to bind the Corporation

Acknowledged and Agreed to this 24<sup>th</sup> day of May, 2023.

This is Exhibit "C" referred to in the affidavit of Derek Lai made before me at Vancouver, B.C., on January 30<sup>th</sup>, 2024.

---

A Commissioner for taking Affidavits within British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

**Sarah Hannigan (3144) - 14Flr**

---

**From:** Jennifer M. Williams <jwilliams@mltaikins.com>  
**Sent:** Monday, November 6, 2023 5:22 PM  
**To:** Lisa Frey (3139) - 17Flr  
**Cc:** Joanne Kwan; Ed Wilson (3148) - 17Flr; Jillian Sych (3327) - 17Flr; Margaret W. Kwan  
**Subject:** RE: Cameray Gardens - Contracts of Purchase and Sale

[THIS MESSAGE ORIGINATED FROM OUTSIDE OUR FIRM]

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Thanks Lisa- we will have a look.

Ps you said you would try to locate the final owners(s) in a week which would be tomorrow. Any luck?

**Jennifer M. Williams** (she/her)  
**Counsel**  
P: (604) 608-5793 | E: jwilliams@mltaikins.com

---

**From:** Lisa Frey <lfrey@lawsonlundell.com>  
**Sent:** Monday, November 6, 2023 5:05 PM  
**To:** Jennifer M. Williams <jwilliams@mltaikins.com>  
**Cc:** Joanne Kwan <jkwan@mltaikins.com>; Ed Wilson <ewilson@lawsonlundell.com>; Jillian Sych <jsych@lawsonlundell.com>; Margaret W. Kwan <mkwan@mltaikins.com>  
**Subject:** RE: Cameray Gardens - Contracts of Purchase and Sale

[EXTERNAL MESSAGE]

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Hi Jennifer

Further to the thread below, please find attached draft addendum for review/comment.

Thanks  
Lisa

Lisa Frey (she/her) | Associate  
Lawson Lundell LLP  
D 604.631.9139 | F 604.669.1620

---

**From:** Jennifer M. Williams <jwilliams@mltaikins.com>  
**Sent:** Thursday, November 2, 2023 10:10 AM  
**To:** Lisa Frey (3139) - 17Flr <lfrey@lawsonlundell.com>  
**Cc:** Joanne Kwan <jkwan@mltaikins.com>; Ed Wilson (3148) - 17Flr <ewilson@lawsonlundell.com>; Jillian Sych (3327) - 17Flr <jsych@lawsonlundell.com>; Margaret W. Kwan <mkwan@mltaikins.com>  
**Subject:** RE: Cameray Gardens - Contracts of Purchase and Sale

[THIS MESSAGE ORIGINATED FROM OUTSIDE OUR FIRM]

---

Hi Lisa,

**From:** Jennifer M. Williams <[jwilliams@mltaikins.com](mailto:jwilliams@mltaikins.com)>  
**Sent:** Tuesday, October 31, 2023 4:05 PM  
**To:** Lisa Frey <[lfrey@lawsonlundell.com](mailto:lfrey@lawsonlundell.com)>  
**Cc:** Joanne Kwan <[jkwan@mltaikins.com](mailto:jkwan@mltaikins.com)>; Ed Wilson <[ewilson@lawsonlundell.com](mailto:ewilson@lawsonlundell.com)>; Jillian Sych <[jsych@lawsonlundell.com](mailto:jsych@lawsonlundell.com)>; Margaret W. Kwan <[mkwan@mltaikins.com](mailto:mkwan@mltaikins.com)>  
**Subject:** RE: Cameray Gardens - Contracts of Purchase and Sale

Hi Lisa,

Our client has confirmed that an extension of the assembly condition to November 14<sup>th</sup> is acceptable. Can you please circulate a proposed addendum for our review.

Thanks.

**Jennifer M. Williams** (she/her)  
**Counsel**  
 (604) 608-5793 | [jwilliams@mltaikins.com](mailto:jwilliams@mltaikins.com) | Vancouver

**From:** Lisa Frey <[lfrey@lawsonlundell.com](mailto:lfrey@lawsonlundell.com)>  
**Sent:** Tuesday, October 31, 2023 3:02 PM  
**To:** Jennifer M. Williams <[jwilliams@mltaikins.com](mailto:jwilliams@mltaikins.com)>  
**Cc:** Joanne Kwan <[jkwan@mltaikins.com](mailto:jkwan@mltaikins.com)>; Ed Wilson <[ewilson@lawsonlundell.com](mailto:ewilson@lawsonlundell.com)>; Jillian Sych <[jsych@lawsonlundell.com](mailto:jsych@lawsonlundell.com)>; Margaret W. Kwan <[mkwan@mltaikins.com](mailto:mkwan@mltaikins.com)>  
**Subject:** RE: Cameray Gardens - Contracts of Purchase and Sale

[EXTERNAL MESSAGE]

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Hi Jennifer

We would propose an extension of the assembly deadline under the individual contracts, to November 14. Closing under the individual contracts, if the assembly is successful, would then occur 60 days later.

Further to our email last week, over the past few weeks we have been making a concerted effort to try to get in touch with the few remaining owners, given the mutual financial benefit to our clients. At this stage, we have one owner who we have not been able to contact. We plan to try to contact them for 1 more week, to get a signed contract/transfer. If we are still unsuccessful by 1 week today, we will close pursuant to the PSA/court order on December 15.

Please let us know if your client is amenable.

Thanks,  
 Lisa

Lisa Frey (she/her) | Associate  
 Lawson Lundell LLP  
 D 604.631.9139 | F 604.669.1620

**From:** Jennifer M. Williams <[jwilliams@mltaikins.com](mailto:jwilliams@mltaikins.com)>  
**Sent:** Tuesday, October 31, 2023 2:28 PM  
**To:** Lisa Frey (3139) - 17Flr <[lfrey@lawsonlundell.com](mailto:lfrey@lawsonlundell.com)>  
**Cc:** Joanne Kwan <[jkwan@mltaikins.com](mailto:jkwan@mltaikins.com)>; Ed Wilson (3148) - 17Flr <[ewilson@lawsonlundell.com](mailto:ewilson@lawsonlundell.com)>; Jillian Sych (3327) -

17Flr <[jpsych@lawsonlundell.com](mailto:jpsych@lawsonlundell.com)>; Margaret W. Kwan <[mkwan@mltaikins.com](mailto:mkwan@mltaikins.com)>

**Subject:** Re: Cameray Gardens - Contracts of Purchase and Sale

Hi Lisa,

Can you please clarify what terms you would be seeking an extension for: the assembly date or the closing date? Strictly speaking the PSA is still in effect- just the assembly date was missed.

The purchaser has its own financing terms to settle so this issue has to be resolved ASAP.

Respectfully, we have been following up with your office for a few weeks now.

I presume Ed has access to email?

Thanks

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**Jennifer M. Williams** (she/her)

**Counsel**

P: (604) 608-5793 | E: [jwilliams@mltaikins.com](mailto:jwilliams@mltaikins.com)

---

**From:** Lisa Frey <[lfrey@lawsonlundell.com](mailto:lfrey@lawsonlundell.com)>

**Sent:** Tuesday, October 31, 2023 2:18 PM

**To:** Jennifer M. Williams <[jwilliams@mltaikins.com](mailto:jwilliams@mltaikins.com)>

**Cc:** Joanne Kwan <[jkwan@mltaikins.com](mailto:jkwan@mltaikins.com)>; Ed Wilson <[ewilson@lawsonlundell.com](mailto:ewilson@lawsonlundell.com)>; Jillian Sych <[jpsych@lawsonlundell.com](mailto:jpsych@lawsonlundell.com)>; Margaret W. Kwan <[mkwan@mltaikins.com](mailto:mkwan@mltaikins.com)>

**Subject:** RE: Cameray Gardens - Contracts of Purchase and Sale

[EXTERNAL MESSAGE]

---

Hi Jennifer

Ed is travelling over the next day or two. Once he is back in the office, we will review and clarify whether we will be requesting a formal extension from your client.

Thanks

Lisa

Lisa Frey (she/her) | Associate  
Lawson Lundell LLP  
D 604.631.9139 | F 604.669.1620

---

**From:** Jennifer M. Williams <[jwilliams@mltaikins.com](mailto:jwilliams@mltaikins.com)>

**Sent:** Tuesday, October 31, 2023 1:43 PM

**To:** Lisa Frey (3139) - 17Flr <[lfrey@lawsonlundell.com](mailto:lfrey@lawsonlundell.com)>

**Cc:** Joanne Kwan <[jkwan@mltaikins.com](mailto:jkwan@mltaikins.com)>; Ed Wilson (3148) - 17Flr <[ewilson@lawsonlundell.com](mailto:ewilson@lawsonlundell.com)>; Jillian Sych (3327) - 17Flr <[jpsych@lawsonlundell.com](mailto:jpsych@lawsonlundell.com)>; Margaret W. Kwan <[mkwan@mltaikins.com](mailto:mkwan@mltaikins.com)>

**Subject:** Re: Cameray Gardens - Contracts of Purchase and Sale

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---

Hi following up again. Can you please respond.

Get [Outlook for iOS](#)

**Jennifer M. Williams** (she/her)

**Counsel**

P: (604) 608-5793 | E: [jwilliams@mltaikins.com](mailto:jwilliams@mltaikins.com)

---

**From:** Jennifer M. Williams

**Sent:** Friday, October 27, 2023 6:43:47 PM

**To:** Lisa Frey <[lfrey@lawsonlundell.com](mailto:lfrey@lawsonlundell.com)>

**Cc:** Joanne Kwan <[jkwan@mltaikins.com](mailto:jkwan@mltaikins.com)>; Ed Wilson <[ewilson@lawsonlundell.com](mailto:ewilson@lawsonlundell.com)>; Jillian Sych <[jsych@lawsonlundell.com](mailto:jsych@lawsonlundell.com)>; Margaret W. Kwan <[mkwan@mltaikins.com](mailto:mkwan@mltaikins.com)>

**Subject:** RE: Cameray Gardens - Contracts of Purchase and Sale

Hi Lisa. Following up on the below. Thanks.

---

**From:** Jennifer M. Williams <[jwilliams@mltaikins.com](mailto:jwilliams@mltaikins.com)>

**Sent:** Thursday, October 26, 2023 1:03 PM

**To:** Lisa Frey <[lfrey@lawsonlundell.com](mailto:lfrey@lawsonlundell.com)>

**Cc:** Joanne Kwan <[jkwan@mltaikins.com](mailto:jkwan@mltaikins.com)>; Ed Wilson <[ewilson@lawsonlundell.com](mailto:ewilson@lawsonlundell.com)>; Jillian Sych <[jsych@lawsonlundell.com](mailto:jsych@lawsonlundell.com)>; Margaret W. Kwan <[mkwan@mltaikins.com](mailto:mkwan@mltaikins.com)>

**Subject:** RE: Cameray Gardens - Contracts of Purchase and Sale

Ok thanks for the update. The assembly deadline of October 25<sup>th</sup> set out in the PSA is now past, as well as the individual Schedule A date. The parties are outside of the agreement to pursue individual contracts. Is your client requesting an extension?

Thanks again.

**Jennifer M. Williams** (she/her)

**Counsel**

(604) 608-5793 | [jwilliams@mltaikins.com](mailto:jwilliams@mltaikins.com) | Vancouver

---

**From:** Lisa Frey <[lfrey@lawsonlundell.com](mailto:lfrey@lawsonlundell.com)>

**Sent:** Thursday, October 26, 2023 12:08 PM

**To:** Jennifer M. Williams <[jwilliams@mltaikins.com](mailto:jwilliams@mltaikins.com)>

**Cc:** Joanne Kwan <[jkwan@mltaikins.com](mailto:jkwan@mltaikins.com)>; Ed Wilson <[ewilson@lawsonlundell.com](mailto:ewilson@lawsonlundell.com)>; Jillian Sych <[jsych@lawsonlundell.com](mailto:jsych@lawsonlundell.com)>; Margaret W. Kwan <[mkwan@mltaikins.com](mailto:mkwan@mltaikins.com)>

**Subject:** RE: Cameray Gardens - Contracts of Purchase and Sale

[EXTERNAL MESSAGE]

---

Hi Jennifer,

We have taken the approach of first approaching the investor owners (who own a significant number of units) and more critically the few owners who did not participate in the process of approving the contract with your client.



We have confirmation from the major investor owners but are still chasing down responses from a few of the “non-participants”. Some of the non-participants are difficult to get responses from and if we can’t get them inside we will have to proceed with the court ordered route. We should know in the next few days.

Thanks,  
 Lisa Frey (she/her) | Associate  
 Lawson Lundell LLP  
 D 604.631.9139 | F 604.669.1620

---

**From:** Jennifer M. Williams <[jwilliams@mltaikins.com](mailto:jwilliams@mltaikins.com)>  
**Sent:** Thursday, October 26, 2023 12:05 PM  
**To:** Jillian Sych (3327) - 17Flr <[jsych@lawsonlundell.com](mailto:jsych@lawsonlundell.com)>; Margaret W. Kwan <[mkwan@mltaikins.com](mailto:mkwan@mltaikins.com)>  
**Cc:** Joanne Kwan <[jkwan@mltaikins.com](mailto:jkwan@mltaikins.com)>; Lisa Frey (3139) - 17Flr <[lfrey@lawsonlundell.com](mailto:lfrey@lawsonlundell.com)>; Ed Wilson (3148) - 17Flr <[ewilson@lawsonlundell.com](mailto:ewilson@lawsonlundell.com)>  
**Subject:** RE: Cameray Gardens - Contracts of Purchase and Sale

[THIS MESSAGE ORIGINATED FROM OUTSIDE OUR FIRM]

---

Hi Jillian – just following up on the below.

Thanks!

**Jennifer M. Williams** (she/her)  
**Counsel**  
 P: (604) 608-5793 | E: [jwilliams@mltaikins.com](mailto:jwilliams@mltaikins.com)

**MLT Aikins LLP**  
 Suite 2600 - 1066 West Hastings Street  
 Vancouver, BC V6E 3X1

[BIO](#) | [VCARD](#)

# MLT AIKINS

*Our offices are located on the territories of Indigenous peoples, including the First Nations of Treaties 1, 4, 6 and 7, the Coast Salish peoples, as well as other non-Treaty First Nations and Métis. We are committed to reconciliation.*

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---

**From:** Jennifer M. Williams <[jwilliams@mltaikins.com](mailto:jwilliams@mltaikins.com)>  
**Sent:** Tuesday, October 24, 2023 4:55 PM  
**To:** Jillian Sych <[jsych@lawsonlundell.com](mailto:jsych@lawsonlundell.com)>; Margaret W. Kwan <[mkwan@mltaikins.com](mailto:mkwan@mltaikins.com)>  
**Cc:** Joanne Kwan <[jkwan@mltaikins.com](mailto:jkwan@mltaikins.com)>; Lisa Frey <[lfrey@lawsonlundell.com](mailto:lfrey@lawsonlundell.com)>; Ed Wilson <[ewilson@lawsonlundell.com](mailto:ewilson@lawsonlundell.com)>  
**Subject:** RE: Cameray Gardens - Contracts of Purchase and Sale

Hi Jillian,

Just checking in on the status of your signup with the owners. Please confirm whether all of the owners have signed individual contracts.

Thanks.

**Jennifer M. Williams** (she/her)  
**Counsel**  
 (604) 608-5793 | [jwilliams@mltaikins.com](mailto:jwilliams@mltaikins.com) | Vancouver

---

**From:** Jillian Sych <[jsych@lawsonlundell.com](mailto:jsych@lawsonlundell.com)>  
**Sent:** Friday, October 6, 2023 9:56 AM  
**To:** Jennifer M. Williams <[jwilliams@mltaikins.com](mailto:jwilliams@mltaikins.com)>; Margaret W. Kwan <[mkwan@mltaikins.com](mailto:mkwan@mltaikins.com)>  
**Cc:** Joanne Kwan <[jkwan@mltaikins.com](mailto:jkwan@mltaikins.com)>; Lisa Frey <[lfrey@lawsonlundell.com](mailto:lfrey@lawsonlundell.com)>; Ed Wilson <[ewilson@lawsonlundell.com](mailto:ewilson@lawsonlundell.com)>  
**Subject:** Cameray Gardens - Contracts of Purchase and Sale

[EXTERNAL MESSAGE]

---

Hi Jennifer

Following is a fileshare link containing all the contracts for Cameray Gardens:

Lawson Lundell would like to share a file with you. This link will expire on 11/04/23 at 23:59.

<https://filesend.lawsonlundell.com/?u=MARI&p=c8pC>

Can you kindly provide us with the Form A Transfers. Once we have the Transfers we will start to arrange to sign up the owners.

Thank you,

 **Jillian Sych** (she/her) | Paralegal  
 D 604.408.5327 | F 604.669.1620 | E [jsych@lawsonlundell.com](mailto:jsych@lawsonlundell.com)  
**Lawson Lundell LLP** 1600 - 925 West Georgia Street, Vancouver, BC V6C 3L2  
 Vancouver | Calgary | Yellowknife | Kelowna



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This is Exhibit "D" referred to in the affidavit of Derek Lai made before me at Vancouver, B.C., on January 30<sup>th</sup>, 2024.

---

A Commissioner for taking Affidavits within  
British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

## Sarah Hannigan (3144) - 14Flr

---

**From:** Jennifer M. Williams <jwilliams@mltaikins.com>  
**Sent:** Thursday, November 16, 2023 10:17 PM  
**To:** Ed Wilson (3148) - 17Flr  
**Cc:** Lisa Frey (3139) - 17Flr  
**Subject:** Re: Cameray Garen

[THIS MESSAGE ORIGINATED FROM OUTSIDE OUR FIRM]

---

Hi Ed. Does sometime tomorrow work ?

Get [Outlook for iOS](#)

**Jennifer M. Williams** (she/her)  
**Counsel**  
 P: (604) 608-5793 | E: jwilliams@mltaikins.com

**MLT Aikins LLP**  
 Suite 2600 - 1066 West Hastings Street  
 Vancouver, BC V6E 3X1

[BIO](#) | [VCARD](#)

# MLT AIKINS

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---

**From:** Ed Wilson <ewilson@lawsonlundell.com>  
**Sent:** Wednesday, November 15, 2023 10:34:01 AM  
**To:** Jennifer M. Williams <jwilliams@mltaikins.com>  
**Cc:** Lisa Frey <lfrey@lawsonlundell.com>  
**Subject:** Cameray Garen

[EXTERNAL MESSAGE]

---

Can we set a time today or tomorrow to discuss closing etc.

We were not able to get 100% of the owners to commit to the 100% sale, so we will be proceeding with the "normal closing process". process.

Ed



**EDWARD L. WILSON\*** (he/him) | Senior Counsel  
 D 604.631.9148 | M 604.219.4006 | F 604.694.2955 | E ewilson@lawsonlundell.com  
**LAWSON LUNDELL LLP** 1600 - 925 West Georgia Street, Vancouver, BC V6C 3L2  
 Vancouver | Calgary | Yellowknife | Kelowna  
 \*Law Corporation



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This is Exhibit "E" referred to in the affidavit of Derek Lai made before me at Vancouver, B.C., on January 30<sup>th</sup>, 2024.

\_\_\_\_\_  
A Commissioner for taking Affidavits within  
British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

## Sarah Hannigan (3144) - 14Flr

---

**From:** Jillian Sych (3327) - 17Flr <jsych@lawsonlundell.com>  
**Sent:** Monday, November 20, 2023 10:07 AM  
**To:** Joanne Kwan; Margaret W. Kwan; Jennifer M. Williams  
**Cc:** Ed Wilson (3148) - 17Flr; Lisa Frey (3139) - 17Flr; Nikka Borja (3384) - 17Flr; Alona Batocabe (3409) - 17Flr  
**Subject:** RE: Cameray Gardens - Closing Documents

Joanne and Margaret

When preparing the Form A Transfer please ensure that Sections 2, 4 and 7 including the following:

**Section 2:**

The PID and Legal Description should refer to the new Reference Plan Number and Legal Description. ***Please provide us with a copy of the reference plan as soon as available;***

**Section 4 and 7:**

The Transferor should appear as follows in Section 4:

CROWE MACKAY & COMPANY, NO. BC0302780, LIQUIDATOR OF THE LANDS FORMERLY KNOWN AS STRATA PLAN NWS289

and in Section 7 as:

CROWE MACKAY & COMPANY, LIQUIDATOR OF THE LANDS FORMERLY KNOWN AS STRATA PLAN NWS289 By their Authorized Signatory

We would also ask that you include the following paragraphs in any documents which the Liquidator will be required to sign.

The Liquidator, in his personal capacity, shall incur no liability or obligations as a result of his appointment or the carrying out of his duties, obligations or actions in accordance with the terms of the Order in BCSC Action No. S-223926, save and except any gross negligence or wilful misconduct on his part.

Regards,

Jillian Sych (she/her) | Paralegal  
 Lawson Lundell LLP  
 D 604.408.5327 | F 604.669.1620

---

**From:** Jillian Sych (3327) - 17Flr  
**Sent:** Monday, November 20, 2023 7:36 AM  
**To:** Joanne Kwan <jkwan@mltaikins.com>; Margaret W. Kwan <mkwan@mltaikins.com>; Jennifer M. Williams <jwilliams@mltaikins.com>  
**Cc:** Ed Wilson (3148) - 17Flr <ewilson@lawsonlundell.com>; Lisa Frey (3139) - 17Flr <lfrey@lawsonlundell.com>; Nikka Borja (3384) - 17Flr <nborja@lawsonlundell.com>; Alona Batocabe (3409) - 17Flr <abatocabe@lawsonlundell.com>  
**Subject:** Cameray Gardens - Property Tax Certificates

Hi All

As we are preparing for the closing date of December 15, 2023, can you kindly provide us with the Property Tax Certificates for the property at your earliest convenience as we will need to ensure that any pre-authorized payment plans are cancelled in advance of the closing date.

Regards,



**JILLIAN SYCH** (she/her) | Paralegal  
D 604.408.5327 | F 604.669.1620 | E [jpsych@lawsonlundell.com](mailto:jpsych@lawsonlundell.com)  
**LAWSON LUNDELL LLP** 1600 - 925 West Georgia Street, Vancouver, BC V6C 3L2  
Vancouver | Calgary | Yellowknife | Kelowna





This is Exhibit "F" referred to in the affidavit of Derek Lai made before me at Vancouver, B.C., on January 30<sup>th</sup>, 2024.

---

A Commissioner for taking Affidavits within  
British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

**NOTICE OF TERMINATION TO SERVICE PROVIDERS AND EMPLOYEES**

**TO:** Service providers servicing the lands and buildings municipally known as 3925 Kingsway, Burnaby, BC ("Cameray Gardens") (the "Strata Corporation")

**AND TO:** Employee(s) of the Strata Corporation

**TAKE NOTICE THAT** from and including December 15, 2023, the strata corporation property will be wound up and sold to a purchaser known as 1038573 B.C. Ltd. (the "Purchaser").

The Purchaser has not advised that they wish to assume the relevant service contract or employment contract. Therefore, we provide notice that such contract is terminated effective as of December 15, 2023.

DATED as of December 15, 2023.

**THE OWNERS, STRATA PLAN  
NW289 by its Liquidator, Crowe  
MacKay & Company Ltd.**

Per: 

Name: Derek Lai

This is Exhibit "G" referred to in the affidavit of Derek Lai made before me at Vancouver, B.C., on January 30<sup>th</sup>, 2024.

A Commissioner for taking Affidavits within  
British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

Your electronic signature is a representation that  
(a) you are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this application by an e-filing direction made under section 168.22(2) of the act, and  
(b) if this application requires an execution copy, that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.42(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Edward L. Wilson, Barrister & Solicitor (Jillian Sych)

Lawson Lundell LLP, Barristers & Solicitors

1600 - 925 West Georgia Street

Vancouver

BC V6C 3L2

Tel: 604.685.3456

File No.: 039565-160191

Document No.: 24432134

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**NO PID NMBR COMMON PROPERTY STRATA PLAN NWS289**

Related Plan Number: **EPP**

3. APPLICATION FOR DEPOSIT OF:

PLAN TYPE

PLAN NUMBER

CONTROL NUMBER

NUMBER OF NEW  
LOTS CREATED

Reference or Explanatory

4. OWNER(S): (updated owner(s) name(s), occupation(s), postal address and postal code)

**CROWE MACKAY & COMPANY LTD., LIQUIDATOR OF THE LANDS FORMERLY KNOWN  
AS STRATA PLAN NWS289**

C/O 1100 - 1177 WEST HASTINGS STREET

VANCOUVER

V6E 4T5

BRITISH COLUMBIA

CANADA

Incorporation No

BC0302780

5. ADDITIONAL INFORMATION:

SCHEDULE OF OWNERS AND WITNESSES

PLAN NUMBER:

CONTROL NUMBER:

Witness to All Signatures

Owner:

\_\_\_\_\_  
[signature]

CROWE MACKAY & COMPANY LTD., LIQUIDATOR OF  
THE LANDS FORMERLY KNOWN AS STRATA PLAN  
NWS289 (Inc. No. BC0302780)

\_\_\_\_\_  
[fill in witness name]

\_\_\_\_\_  
[signature] Authorized signatory

\_\_\_\_\_  
[fill in occupation]

DEREK LAI

\_\_\_\_\_  
[fill in address line 1]

\_\_\_\_\_  
[fill in the name of signatory]

\_\_\_\_\_  
[fill in address line 2]

This is Exhibit "H" referred to in the affidavit of Derek Lai made before me at Vancouver, B.C., on January 30<sup>th</sup>, 2024.

\_\_\_\_\_  
A Commissioner for taking Affidavits within  
British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024



**LIQUIDATOR APPOINTMENT**  
BUSINESS CORPORATIONS ACT, section 329

Telephone: 1 877 526-1526  
www.bcreg.ca

Mailing Address: PO Box 9431 Stn Prov Govt  
Victoria BC V8W 9V3

Courier Address: 200 - 940 Blanshard Street  
Victoria BC V8W 3E6

**INSTRUCTIONS:**

Please type or print clearly in block letters and ensure that the form is signed and dated in ink.

- Item B Enter the name exactly as shown on the Certificate of Incorporation, Amalgamation, Continuation or Change of Name.
- Item C If the liquidator is a corporation or firm, enter the full name of the corporation or firm
- Item D The delivery address must be a physical address where notices and records can be delivered. The delivery address must not be a post office box
- Item G The delivery address must be for a location in BC that is accessible to the public between 9 a.m. and 4 p.m. on business days for the delivery of records. The address must not be a post office box
- Item H If the liquidator is a corporation or firm, this form must be signed by an authorized signing authority for the corporation or firm

**Filing Fee: \$20.00**

Submit this form with a cheque or money order made payable to the Minister of Finance, or provide the registry with authorization to debit the fee from your BC OnLine Deposit Account. Please pay in Canadian dollars or in the equivalent amount of US funds.

*Freedom of Information and Protection of Privacy Act (FOIPPA):* Personal information provided on this form is collected, used and disclosed under the authority of the FOIPPA and the Business Corporations Act for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Manager of Registries Operations at 1 877 526-1526, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

OFFICE USE ONLY - DO NOT WRITE IN THIS AREA

**A INCORPORATION NUMBER OF COMPANY**

The Owners, Strata Plan NWS289

**B NAME OF COMPANY**

The Owners, Strata Plan NWS289

**C FULL NAME OF LIQUIDATOR**

LAST NAME

FIRST NAME

MIDDLE NAME

LAI

DEREK

CORPORATION OR FIRM NAME

CROWE MACKAY & COMPANY LTD.

**D LIQUIDATOR ADDRESSES**

DELIVERY ADDRESS OF LIQUIDATOR

1100 - 1177 West Hastings Street, Vancouver

PROVINCE

BC

POSTAL CODE

V6E 4T5

MAILING ADDRESS OF LIQUIDATOR

1100 - 1177 West Hastings Street, Vancouver

PROVINCE

BC

POSTAL CODE

V6E 4T5

**E DATE OF APPOINTMENT OF LIQUIDATOR**

YYYY / MM / DD

2023/12/15

**F CHECK THE BOX NEXT TO THE APPLICABLE METHOD OF APPOINTMENT**

- The liquidator was appointed by the company.
- The liquidator was appointed by court order under action number S-223926 in the Vancouver Registry of the Supreme Court.

**G SET OUT THE DELIVERY AND MAILING ADDRESSES OF THE LIQUIDATION RECORDS OFFICE**

DELIVERY ADDRESS OF THE LIQUIDATION RECORDS OFFICE

1100 - 1177 West Hastings Street, Vancouver

PROVINCE

BC

POSTAL CODE

V6E 4T5

MAILING ADDRESS OF THE LIQUIDATION RECORDS OFFICE

1100 - 1177 West Hastings Street, Vancouver

PROVINCE

BC

POSTAL CODE

V6E 4T5

**H CERTIFIED CORRECT - I have read this form and found it to be correct.**

NAME OF LIQUIDATOR

Derek Lai

SIGNATURE OF LIQUIDATOR

DATE SIGNED

YYYY / MM / DD

2023 / 12 / 15

This is Exhibit "I" referred to in the affidavit of Derek Lai made before me at Vancouver, B.C., on January 30<sup>th</sup>, 2024.

\_\_\_\_\_  
A Commissioner for taking Affidavits within  
British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024



# PROPERTY TRANSFER TAX RETURN


**Part A - Transferees**

**1. CROWE MACKAY & COMPANY LTD., LIQUIDATOR OF THE LANDS FORMERLY KNOWN AS STRATA PLAN NWS289** Type: **LIQUIDATOR**

Exemption Claimed <b>45 - Strata Plan - Liquidator</b>	Percentage Interest Acquired <b>100%</b>	Date of Birth	Canadian Citizen or Permanent Resident
---	---	---------------	--

Social Insurance Number	Individual Tax Number	Business Number	Country of Citizenship
-------------------------	-----------------------	-----------------	------------------------

Claiming BC Provincial Nominee (PN) Exemption	BC PN Certificate Number	BC PN Effective Date
---	--------------------------	----------------------

Address

**c/o 1100 - 1177 W. Hastings Street 604-697-5257  
Vancouver BC V6E 4T5**

Previous Addresses for Last Two Years

Start Date (YYYY-MM-DD)

Years the transferee filed income tax returns as a BC resident during the six years before the date of registration

Intends to use the property as principal residence

Is claiming the Purpose-Built Rental exemption  
**No**Is holding property on behalf of a limited partnership  
**No**

Is claiming the Canadian-controlled limited partnership exemption

Is a Trustee  
**No**

Is a Public Company

Public Company Name

Corporation is excluded from the additional information disclosure

Exclusion Type

Has Corporate Interest Holders

Is a Foreign Corporation

Jurisdiction of Incorporation

Has Foreign Entity Shareholders

**Part B - Contact Information**

**Not applicable**

**Part C - Transferors**

**1. THE OWNERS, STRATA PLAN NWS289** Type: **Strata Corporation**

Confirmed residency status of the transferor  
**Yes**As defined under the Income Tax Act (Canada), the transferor is a  
**Resident of Canada**



# PROPERTY TRANSFER TAX RETURN

Address

c/o 1100 - 1177 W. Hastings Stree  
Vancouver BC V6E 4T5

604-697-5257

## Part D - Description of Property and Transfer

Date Transaction was Completed (YYYY-MM-DD)	Date of Interim Agreement or Contract (YYYY-MM-DD)	Fair Market Value of Entire Property	MLS Number
2023-12-15		\$61,000,000.00	
Transfer of	Property Class	Transaction Type	
Land with Improvements	Residential	Court Order	
Property is a pre-sold strata lot	Contract was assigned	Property is treaty lands of the Tsawassen First Nation	Lease Term Years
No		No	
Percentage interest being transferred	Percentage of the residential improvement used as a purpose-built rental	Percentage of the residential land used in conjunction with the residential improvement	
100%			
Civic Address of Property			
3925 Kingsway & 5715 Jersey Ave., Burnaby, BC			

PID/Plan Number

Parcel Info

## Part E - Terms

Funds (Cash)		\$0.00
Canadian Sources		\$0.00
Other Sources		\$0.00
Financing		\$0.00
Lender Name	Branch Number	
Other Consideration Paid or Property Taken in Trade		\$0.00
<b>Gross Purchase Price</b> (total of Funds, Financing, and Other)		<b>\$0.00</b>

## Property Taken in Trade

Address

N/A

N/A



# PROPERTY TRANSFER TAX RETURN

PID/Plan Number	Parcel Info	
N/A	Legal Description	N/A
	Municipality	N/A
	Regional District	N/A

## Part F – Allocation of Gross Purchase Price (non-residential properties only)

Real Property (Land and Buildings)	N/A
Chattels	N/A
Fixtures	N/A
Intangibles (Goodwill, Quotas, etc.)	N/A
Other	N/A
<b>Gross Purchase Price (total of above)</b>	<b>\$0.00</b>

## Part G – Additional Information

Charitable Registration Number	Advance Tax Ruling Number	Order in Council Number	
Jurisdiction of Amalgamation	Section	Separation Agreement or Court Order in place	
Person Farming the Land	Relationship Between Farmer and Transferor(s)		
All or part of the property is being leased	Type of Farming Activity		
Relationship Between Transferee and Transferor	Relationship Between Beneficiary and Settlor		
Relationship Between Corporation's Shareholders and Transferee(s)/Transferor(s)	Relationship Between Corporation's Shareholders and Deceased		
	Relationship Between Transferee and Deceased		
Resident on the property immediately prior to the death of the deceased	Current Resident on the Property	Duration of Residency	
More than one improvement on the property	Number of families occupying the improvements	Improvements contain a commercial portion	Property will continue to be commercial

## Part H – Property Value Information

Total Size of Property	Size of Farm Portion of Property	Dwelling on the Farm Portion of the Property
Total Value of all Improvements on the Property	Value of Residential Improvements Only	
Total Value of all Land on the Property	Value of Residential Land Only	
<b>Total Value of Property</b>	<b>\$0.00</b>	



# PROPERTY TRANSFER TAX RETURN

<b>Eligibility for Exemption</b>	
Value of Residential Improvements Only	
Land Value Portion Eligible for Exemption	\$0.00
Value of Residential Improvements and Land Eligible for Exemption	\$0.00

<b>Additional Property Transfer Tax (ATT)</b>			
Fair Market Value of Residential Property Subject to ATT		ATT Applicable Percentage of Property	ATT Rate
\$0.00	x	0.0000%	x
			20%
			=
			\$0.00

Transferee	ATT Applicable	Transferee ATT Amount
CROWE MACKAY & COMPANY LTD., LIQUIDATOR OF THE LANDS FORMERLY KNOWN AS STRATA PLAN NWS289	No	\$0.00
<b>Total</b>		<b>\$0.00</b>

<b>Tax on Residential Property over \$3M (less exemption)</b>	
Value of Residential Improvements Only	
Value of Residential Land Only	
Value of Farm Land Defined as Residential Property	\$0.00
Residential Property Value	\$61,000,000.00
Residential Property Value exceeding \$3M	\$58,000,000.00
<b>Tax on Residential Property over \$3M (less exemption)</b>	<b>\$0.00</b>

**Part I – Property Transfer Tax (PTT) Calculation**

Return is for a previously withdrawn or cancelled transfer

Land Title Registration Number

Journal Voucher Number

**No**

Reason if Fair Market Value of Entire Property differs from Gross Purchase Price

**Court Order - Cancellation of Strata Plan**



# PROPERTY TRANSFER TAX RETURN

Fair Market Value of Entire Property	\$61,000,000.00
Fair Market Value of Property or Interest in Property Transferring	\$61,000,000.00
Adjusted Value	\$61,000,000.00
General PTT (before exemption)	\$1,808,000.00
Adjusted PTT	\$1,808,000.00
Exemption of General PTT	\$1,808,000.00
Exemption of General PTT (override)	
General PTT	\$0.00
Additional Property Transfer Tax	\$0.00
Additional Property Transfer Tax (override)	
Tax on Residential Property over \$3M (less exemption)	\$0.00
<b>Total PTT Payable</b>	<b>\$0.00</b>
Total PTT Previously Paid	\$0.00
<b>PTT Due</b>	<b>\$0.00</b>

**Note:** If any override fields were used, the table above will include the override amount. However, the transferee amounts in the tables below do not include the override amounts; therefore, the Basic PTT Amount and/or the Total PTT Payable may be different in the two tables.

General PTT	A	B	C
Transferee	General PTT (before exemption)	Exemption of General PTT	General PTT (A - B = C)
CROWE MACKAY & COMPANY LTD., LIQUIDATOR OF THE LANDS FORMERLY KNOWN AS STRATA PLAN NWS289	\$1,808,000.00	\$1,808,000.00	\$0.00
<b>Total</b>	<b>\$1,808,000.00</b>	<b>\$1,808,000.00</b>	<b>\$0.00</b>

PTT Payable	D	E	F
Transferee	ATT Amount	Tax on Residential Property over \$3M (less exemption)	PTT Payable (C + D + E = F)
CROWE MACKAY & COMPANY LTD., LIQUIDATOR OF THE LANDS FORMERLY KNOWN AS STRATA PLAN NWS289	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**PROPERTY TRANSFER  
TAX RETURN**

**Part J – Funds Transfer Authorization**

Account Name

Account Owner

Authorized Submitter

PTT

115124141

115124141

**Electronic Signature**

By application of my electronic signature, I certify that the transferee has signed and been provided with the original or a copy of this return and I authorize transfer of the amount indicated as property transfer tax payable to the Minister of Finance on behalf of the listed transferee(s).

**Part K – Declaration of Exemption**

**Penalty for False Declaration** – If a false declaration is made, the transferee will be charged an amount equal to **double** the tax (the total tax the transferee owes plus a penalty equal to the exemption they claimed).

**First Time Home Buyers' Declaration**

**DECLARATION** – Complete this section if any transferee is applying for the First Time Home Buyers' exemption. Before completing, make sure all transferees read and understand the qualifications for the exemption and the first year requirements, as explained in the **Guide to the First Time Home Buyers' Program**.

**Not applicable**

- |  |     |
|--|-----|
| 1. Has the transferee owned an interest in a principal residence (where you lived) anywhere in the world at any time?  | N/A |
| 2. Has the transferee ever received a BC First Time Home Buyers' exemption or refund?  | N/A |
| 3. On the date of registration, was the transferee a Canadian citizen or a permanent resident as defined in the Immigration and Refugee Protection Act (Canada)?   | N/A |
| 4. Has the transferee continuously resided in BC for at least one year immediately prior to the registration date OR filed two income tax returns as a BC resident during the six years before the date of registration? | N/A |

**Purpose-Built Rental Declaration**

**DECLARATION** – Complete this section if any transferee is applying for the Purpose-Built Rental exemption. Before completing, make sure all transferees read and understand the qualifications for this exemption and the 10 year requirements, as explained at the **Purpose-Built Rental exemption webpage**.

**Not applicable**

- |  |     |
|--|-----|
| 1. Has the transferee confirmed this is the first registration since the residential improvement was completed or placed on the property?  | N/A |
| 2. Has the transferee confirmed the residential improvement has not previously been used as a dwelling since the construction began or since the improvement was placed on the property? | N/A |
| 3. Has the transferee confirmed the residential improvement contains at least 4 apartments?  | N/A |

**Part L - Certification**

**IMPORTANT – This portion of the return must be signed by ALL transferees**

I certify and declare that the information given in this return is complete and correct in all respects. I acknowledge that there are penalties for tax avoidance or providing false information. These penalties may include double the tax, tax plus interest and a fine and/or up to two years imprisonment.

**Freedom of Information and Protection of Privacy Act (FOIPPA)** – The personal information on this form is collected for the purposes of the administration or enforcement of the Property Transfer Tax Act under the authority of section 26(a) of the Freedom of Information and Protection of Privacy Act. Information provided may be verified by accessing relevant records available to the administrator. The information collected may be used or disclosed for purposes of other provincial acts that provide for the imposition and collection of a tax. It may also be disclosed to other federal or provincial public bodies to the extent authorized by law. Questions about the collection or use of this information can be directed to the Director, Property Transfer Tax, PO Box 9427 Stn Prov Govt, Victoria, BC V8W 9V1 (telephone: Victoria at 236 478-1593 or toll-free at 1 888 841-0090).



# PROPERTY TRANSFER TAX RETURN

Signature - **CROWE MACKAY & COMPANY LTD., LIQUIDATOR OF THE LANDS FORMERLY KNOWN AS STRATA PLAN NWS289**

Date of Signing (YYYY-MM-DD)

2023-12-15

**CONSENT** – By claiming the Purpose-Built Rental exemption, First Time Home Buyers' exemption, Newly Built Home exemption, BC Provincial Nominee (PN) exemption or Canadian-controlled Limited Partnership exemption, you consent to the administrator conducting inquiries necessary to confirm your qualifications for the exemption.

## SETTLORS AND BENEFICIARIES

There are no settlors or beneficiaries

Trustee Name	Is a Bare Trust	
N/A	N/A	
Trust is exempt from the additional information disclosure	Trust Type	
N/A	N/A	
Did you identify and report all the beneficiaries? N/A		
<b>Settlor/Beneficiary 1 - N/A</b>		Type: N/A
Role	Date of Birth (YYYY-MM-DD)	
N/A	N/A	
Canadian Citizen or Permanent Resident	Country of Citizenship	
N/A	N/A	
Social Insurance Number	Individual Tax Number	Business Number
N/A	N/A	N/A
Address		
N/A		
Is a Public Company	Public Company Name	
N/A	N/A	
Corporation is excluded from the additional information disclosure	Exclusion Type	Has Corporate Interest Holders
N/A	N/A	N/A
Is a Foreign Corporation	Jurisdiction of Incorporation	Has Foreign Entity Shareholders
N/A	N/A	N/A

## DIRECTORS

Directors of Transferee – **CROWE MACKAY & COMPANY LTD., LIQUIDATOR OF THE LANDS FORMERLY KNOWN AS STRATA PLAN NWS289**

<b>Director 1 - N/A</b>		Type: N/A
Date of Birth (YYYY-MM-DD)	Canadian Citizen or Permanent Resident	Country of Citizenship
N/A	N/A	N/A
Social Insurance Number	Individual Tax Number	Business Number
N/A	N/A	N/A
Address		
N/A		
Is a Public Company	Public Company Name	
N/A	N/A	



# PROPERTY TRANSFER TAX RETURN

Corporation is excluded from the additional information disclosure  
**N/A**

Exclusion Type  
**N/A**

Has Corporate Interest Holders  
**N/A**

Is a Foreign Corporation  
**N/A**

Jurisdiction of Incorporation  
**N/A**

Has Foreign Entity Shareholders  
**N/A**

## CORPORATE INTEREST HOLDERS

There are no corporate interest holders -

Did you identify and report all the corporate interest holders?

### Corporate Interest Holder 1 - N/A

Date of Birth (YYYY-MM-DD)  
**N/A**

Canadian Citizen or Permanent Resident  
**N/A**

Country of Citizenship  
**N/A**

Social Insurance Number  
**N/A**

Individual Tax Number  
**N/A**

Address  
**N/A**

## PARTNERS

There are no partners

Transferee Name  
**N/A**

Nature of Business  
**N/A**

Term for which the limited partnership is to exist  
**N/A**

### Partner 1 - N/A

Type **N/A**

Partner Type  
**N/A**

Canadian Citizen or Permanent Resident  
**N/A**

Residency throughout the taxation year in which the transaction occurs  
**N/A**

Social Insurance Number  
**N/A**

Individual Tax Number  
**N/A**

Business Number  
**N/A**

Trust Account Number  
**N/A**

Address  
**N/A**

Is a Foreign Corporation  
**N/A**

Is any beneficiary a foreign entity  
**N/A**

Is a foreign limited partner  
**N/A**

Fair Market Value of Capital Contributions  
**N/A**

Income Tax Fiscal Year End  
**N/A**

Share of limited partnership's profit  
**N/A**



**Property Transfer Tax Return Attachments**

There are no attachments included in this PTT Return.

This is Exhibit "J" referred to in the affidavit of Derek Lai made before me at Vancouver, B.C., on January 30<sup>th</sup>, 2024.

\_\_\_\_\_  
A Commissioner for taking Affidavits within  
British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024



NO. S-223926  
VANCOUVER REGISTRY

IN THE SUPREME COURT OF CANADA

IN THE MATTER OF THE *STRATA PROPERTY ACT*, S.B.C. 1998, c.43

and

IN THE MATTER OF THE APPLICATION FOR  
THE WIND-UP OF STRATA PLAN NWS289

BETWEEN:

THE OWNERS, STRATA PLAN NWS289

PETITIONER

AND:

1161359 B.C. Ltd. and each of the parties set out in  
Appendices "A" and "B" to this Petition

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

BEFORE Justice Milman

FRIDAY, THE 17<sup>th</sup> DAY OF  
JUNE, 2022.

ON THE PETITION of the Petitioner, coming on for hearing at Vancouver, B.C., on Friday, the 17<sup>th</sup> day of June, 2022, and on hearing Peter J. Roberts, Q.C., counsel for the Petitioner, and upon reading Affidavit #1 of A. Eykelbosh, made May 12, 2022, Affidavit #1 of D. Lai, made May 9, 2022, Affidavit #1 of J. Williams, made May 11, 2022, Affidavit #2 of Janine Williams, made May 11, 2022, Affidavit #1 of P. Lewis, made June 1, 2022, and Affidavit #1 of R. Bhaloo, made June 1, 2022, and no one else appearing although duly served:

THIS COURT ORDERS that:

1. The resolution passed at the special general meeting of the strata corporation, The Owners, Strata Plan NWS289, held on February 15, 2022, at which it was resolved to:
  - (a) approve the voluntary winding-up of strata corporation, The Owners, Strata Plan NWS289, and its dissolution;
  - (b) approve the appointment of a liquidator; Derek Lai, CPA, CMA, CIRP, of Crowe MacKay & Company Ltd. (the “**Liquidator**”), to wind-up the strata corporation, The Owners, Strata Plan NWS289;
  - (c) cancel Strata Plan NWS289;
  - (d) dissolve the strata corporation, The Owners, Strata Plan NWS289;
  - (e) confirm the Interest Schedule to be applied pursuant to section 278 of the *Strata Property Act*, S.B.C. 1998, c. 43 (the “**Interest Schedule**”);
  - (f) approve the estimate of costs of winding-up of the strata corporation, The Owners, Strata Plan NWS289; and
  - (g) surrender to the Liquidator each owner’s interest in:
    - (i) the land shown on Strata Plan NWS289, including the common property (the “**Cameray Gardens Lands**”);
    - (ii) the land held in the name of or on behalf of the strata corporation, but not shown on Strata Plan NWS289; and
    - (iii) the personal property held by or on behalf of the strata corporation, The Owners, Strata Plan NWS289 (the “**Strata Personal Property**”).

be and is hereby confirmed.

2. The appointment of Derek Lai, CPA, CMA, CIRP, of Crowe MacKay & Company Ltd., of 1100 - 1177 West Hastings St., Vancouver B.C., V6E 4T5, as the Liquidator of the strata corporation, The Owners, Strata Plan NWS289, be and is hereby confirmed pursuant to section 279 of the *Strata Property Act*, S.B.C. 1998, c. 43.

- (d) to deal with creditors of the strata corporation, The Owners, Strata Plan NWS289, including the payment, compromise or settlement of any claims by those creditors;
- (e) to pay costs, charges and expenses properly incurred and to be incurred in relation to the winding-up of the strata corporation, The Owners, Strata Plan NWS289 and the cancelation of Strata Plan NWS289;
- (f) to market and negotiate the sale of the Cameray Gardens Lands, or any individual strata lot thereof, and the Strata Personal Property;
- (g) to sell the Cameray Gardens Lands, subject either to the requirements of section 282 of the *Strata Property Act*, S.B.C. 1998, c. 43 or further order of the court;
- (h) to distribute the proceeds from the sale of the Cameray Gardens Lands and the Strata Personal Property in accordance with the Interest Schedule; and
- (i) at the sole discretion of the Liquidator, to seek further orders or directions as may be necessary from the Court.

7. The Interest Schedule be and is hereby approved, and that the Interest Schedule shall be the interest schedule for the purposes of sections 278 and 280 of the *Strata Property Act*, S.B.C. 1998, c. 43 and shall be used to determine each individual strata owners' share of the proceeds of distribution on any sale of the Cameray Gardens Lands and Strata Personal Property.

8. Pursuant to section 100(4)(a) of the *Land Title Act*, R.S.B.C. 1996, c.250, it is hereby ordered that the consents of the owners in fee simple of each of the strata units comprising the Cameray Gardens Lands and each holder of a registered charge on title to any of the strata units comprising the Cameray Gardens Lands are deemed to have been obtained and such consent is otherwise dispensed with for the purposes of filing any reference plan or an explanatory plan with the Land Title Office in relation to the Cameray Gardens Lands.

9. The Petitioner is entitled to recover its costs of this proceeding, on a solicitor and client basis, and such costs shall be paid from, and form a charge upon, the proceeds of any sale of the Cameray Gardens Lands or any individual strata lot thereof, including any deposits, and the Strata Personal Property.

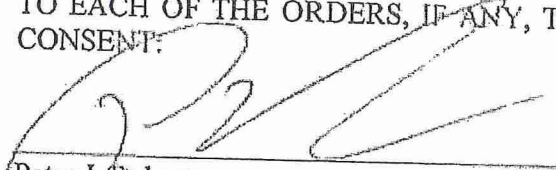
10. If necessary, all or a part of the proceeds from the sale of the Cameray Gardens Lands and the Strata Personal Property shall be paid into an interest bearing trust account held by

counsel for the Petitioners, Lawson Lundell LLP, and shall be paid-out as directed by the Liquidator in accordance with the Interest Schedule.

11. The parties to this proceeding be at liberty to apply to Court for such further and other directions and orders as may be necessary to carry out the full purpose and intent of these Orders, including the approval of any sale of the land shown on Stata Plan NWS289.

12. Endorsement as to the form of this Order by any party appearing at the hearing be and is hereby dispensed with.

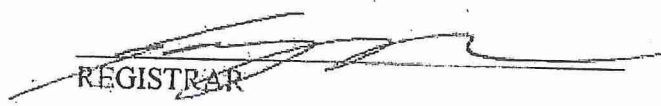
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Peter J. Roberts  
COUNSEL FOR THE PETITIONER

BY THE COURT

*Milman, J.*

  
REGISTRAR

Certified a true copy according to the records of the Supreme Court at Vancouver, B.C.

DATED: DEC 14 2023



Authorized Signing Officer

Taranjeet Kaur



## Appendix "A" to the Order

	REGISTERED OWNER NAME(S)	STRATA LOT
1.	Jenny Donna Dickison	1
2.	Fernando Marcelino Dutra De Sousa	2
3.	1276331 B.C. Ltd.	3, 6 14, 24 25, 26 28, 34 39, 41 42, 43 45, 48 53, 54 60, 61 73, 76 78, 82 87, 88 89, 90 91, 92 97
4.	Carmelia Maria Da Silva	4
5.	Hon-Ching Rudolph Cheng	5
6.	1161359 B.C. Ltd.	7, 10 11, 30 51, 55 57
7.	Ricky Hee Meng Lai	8
8.	Pia Faccio	9
9.	1184416 B.C. Ltd.	12, 52 58, 75 67
10.	Mark William Louttit and Sarah Kinuko Louttit	13
11.	Kenneth John Watson	15
12.	Li Ping Duan	16
13.	Norman Victori Leech	17

	REGISTERED OWNER NAME(S)	STRATA LOT
14.	Rolando Vinas Dizon and Narcisa Dizon	
15.	Nicholas George Karamouzos and Maria Karamouzos	18
16.	Cui Ming Chen	19
17.	Yankui and Xin Tian	20
18.	Maria Da Natividade Almeida	21
19.	1237765 B.C. Ltd.	22
20.	Ju-Shan Chiang and Flora Fu	23, 36
21.	1184414 B.C. Ltd.	27
22.	Amar Singh Bhatia and Naranjan Kaur Bhatia	29, 44
23.	Phung Kim Vuong and Tuong Lam	31
24.	Monica Paola Aliaga	32
25.	Marcelino Lopes De Sousa and Olga Maria Dutra De Sousa	33
26.	1184413 B.C. Ltd.	35
27.	Lualhati Ongkeko Crisostomo	37, 47
28.	Richard Raymond Ravensbergen and Dawn Marie Ravensbergen	38
29.	Yuk Far Cheung and Yin On Cheung	40
30.	Gary Lucien Drees	46
31.	Thomas Patrick Fleming	49
32.	Wan Chen and Hong Yang	50
33.	Su Juan Situ	56
34.	Van Dao Nguyen and Thi Bich Hang Nguyen	59
35.	Julian Bozsik	62
36.	Christian Herbert Joson Lim and Iris June Calibugan Adiong	63
37.	Angela Joy Eykelbosh	64
38.	The Owners, Strata Plan NW289	65
39.	Nguyen Thanh Vuong and Tuyet Ngoc Du	66
40.	1161359 B.C. Ltd.	68
		69
41.	Om Parkash Loomba and Merran Loomba	70
42.	Suzanne Juanita Kudelski	71
43.	Yan Qiong Lu	72
44.	Ping He	74
45.	Edward Lawrence Thue	77
46.	Richard Charles Patrick Spencer and Diane Marie Spencer	79
		80



	REGISTERED OWNER NAME(S)	STRATA LOT
47.	Arthur Summers Williamson	
48.	Gary Dale Charter and Cristina Rimando Gapal	81
49.	Ju Tai Zhou and Yu Qing Li	83
50.	Zhi Hao Yang	84
51.	Daisy Cueto Evangelista and Maria Cherry Evangelista	85
52.	Megan Mary Burghall	86
53.	Nasim Bhaloo	93
54.	Hui Lin Dong and Li Wang	94
55.	Mansour Meshki	95
56.	Hsiang Chiao Huang	96
57.	Grace Joanna Levsen	98
58.	Ping Chor Chan	99
59.	So Fan Lee and Tak Tai Lui	100
		101

This is Exhibit "K" referred to in the affidavit of Derek Lai made before me at Vancouver, B.C., on January 30<sup>th</sup>, 2024.

---

A Commissioner for Taking Affidavits within British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

Suite 1600 Cathedral Place  
925 West Georgia Street  
Vancouver, BC  
Canada V6C 3L2  
T: 604.685.3456

December 15, 2023

BY ELECTRONIC DELIVERY

New Westminster Land Title Office  
Suite 300 - 88 Sixth Street  
New Westminster, B.C.  
V3L 5B3

Attention: Larry Blaschuk, Registrar

Dear Sirs and Mesdames:

Lisa Frey  
D: 604.631.9139  
F: 604.669.1620  
lfrey@lawsonlundell.com

---

**In the Matter of the Application for the Cancellation of Strata Plan NWS289 and the  
Dissolution of The Owners, Strata Plan NWS289 (the “Strata Corporation”),  
In the Matter of Division 2 of Part 16 of the *Strata Property Act*, SBC 1998, C. 43, BCSC  
Action No. S-223926 (the “Action”)  
3925 Kingsway and 5715 Jersey Avenue, Burnaby, B.C. (the “Property”)**

We are legal counsel to Crowe MacKay & Company Ltd. (the “Liquidator”), the court-appointed liquidator of the Strata Corporation. Further to the Order Made After Application (the “Order”) obtained on June 17, 2022 in respect of the Action whereas the Liquidator was conditionally appointed. A copy of the Order is attached. The appointment of the Liquidator will become effective on the contemporaneous filing with this letter, Reference Plan EPP \_\_\_\_\_ and the cancellation of Strata Plan NWS289 as part of the conveyance of the Property to a third party.

Also attached to this letter is a Notice of Appointment of Liquidator (the “Notice”). The purpose of this letter is to explain the need to file the Notice in the Land Title Office, likely in the general index for strata corporations.

Pursuant to section 276 of the *Strata Property Act* (the “SPA”), a liquidator must, with necessary changes, comply with the provisions of the *Business Corporations Act* (the “BCA”) as they apply to liquidators. One of the duties of a liquidator under the BCA (s. 329 and 330) is to “file with the registrar ..., a notice of appointment of liquidator in the form established by the registrar.” The SPA defines “registrar” in this context to mean the “registrar of titles as defined in the *Land Title Act*”.

As a result, in a strata cancellation such as this, the Liquidator must file the Notice with the Land Title Office. The attached Notice is in the form that would otherwise apply to the dissolution of

Page 2

a corporation and be filed with the BC Corporate Registry. If you require a different format, please let me know.

Should you have any questions, please do not hesitate to call.

Yours very truly,

LAWSON LUNDELL LLP



Lisa Frey

LAF/jms

Enc.

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This is Exhibit "L" referred to in the affidavit of Derek Lai made before me at Vancouver, B.C., on January 30<sup>th</sup>, 2024.

\_\_\_\_\_  
A Commissioner for Taking Affidavits within  
British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

**CERTIFIED COPY OF  
STRATA CORPORATION RESOLUTIONS**

The undersigned, being members of the Strata Council of The Owners, Strata Plan NWS289 (the “**Strata Corporation**”) do HEREBY CERTIFY the following to be a true copy of a resolution duly passed by the Strata Corporation the 15<sup>th</sup> day of February, 2022, which resolution has not been rescinded, altered or amended and is in full force and effect as of the date hereof.

**CAMERAY GARDENS - SPECIAL GENERAL MEETING  
THE OWNERS, STRATA PLAN NWS289 (the “STRATA CORPORATION”)**

**Resolution 2. By an 80% vote Resolution considered by the Owners by proxy at a Special General Meeting that:**

1. Pursuant to Division 2 of Part 16 of the *Strata Property Act*, the Owners approve the voluntary winding-up of the Strata Corporation and the dissolution of the Strata Corporation.
2. Pursuant to section 277 of the *Strata Property Act*, the Owners approve the appointment of Crowe Mackay & Company Ltd. (Derek Lai), of 1100-1177 W. Hastings Street, Vancouver, B.C. V6E 4T5, as a liquidator of the Strata Corporation (the “**Liquidator**”).
3. Pursuant to section 277 of the *Strata Property Act*, the Owners approve:
  - (a) the cancellation of Strata Plan NW289;
  - (b) the dissolution of the Strata Corporation;
  - (c) the surrender to the Liquidator of each owner’s interest in;
    - (i) the land shown on Strata Plan NW289;
    - (ii) the land held in the name of or on behalf of the Strata Corporation, but not shown on Strata Plan NW289; and
    - (iii) the personal property held by or on behalf of the Strata Corporation.
4. Pursuant to section 277 of the *Strata Property Act*, the Owners approve the estimated costs of the winding up are estimated as follows:

- (a) legal fees and disbursements (including conveyancing and liquidator fees) of averaging approximately \$3,500.00 plus disbursements and applicable taxes per strata lot;
- (b) appraisal (if required) (\$7,500); and
- (c) court fees payable to the Province (\$2,000).

The Owners acknowledge that this is an estimate only and the costs may vary from such sum and that any variation shall not require any further meeting of the Owners.

- 5. Pursuant to section 277 of the *Strata Property Act*, The Owners approve the interest schedule (the "Interest Schedule") provided for in Section 278 of the *Strata Property Act*, a copy of which is attached as Schedule A hereto.
- 6. Pursuant to section 278 of the *Strata Property Act*, the Owners approve the disbursement of the net sale proceeds pursuant to the Interest Upon Destruction formula set out in Part 1, Column F of the Interest Schedule.
- 7. Pursuant to section 278.1 of the *Strata Property Act*, the Strata Corporation and the Liquidator be and are hereby given the authority to apply to the Supreme Court of B.C. for an order approving and confirming:
  - (a) the voluntary winding-up of the Strata Corporation, with the cancellation of Strata Plan NW289 and the dissolution of the Strata Corporation;
  - (b) the appointment of the Liquidator;
  - (c) the disbursement of the net sale proceeds pursuant to the Interest Upon Destruction formula set out in Part 1, Column F of the Interest Schedule upon an eventual sale; and
  - (d) such other terms as the Council and the Strata Corporation's lawyers feel are necessary or appropriate in the circumstances.

Dated the 15 day of December, 2023.

THE OWNERS, STRATA PLAN NWS289

Per: Norm Leech  
DocuSigned by: 02277DA18D874F4...  
 Authorized Signatory  
 Member of Strata Council

Per: Kulwant Chauhan  
DocuSigned by: 4CFFE087CA854C7...  
 Authorized Signatory  
 Member of Strata Council

**SCHEDULE A**  
**INTEREST SCHEDULE**

**[See attached]**



This is Exhibit "M" referred to in the affidavit of Derek Lai made before me at Vancouver, B.C., on January 30<sup>th</sup>, 2024.

\_\_\_\_\_  
A Commissioner for taking Affidavits within  
British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

S-204200

APR 17 2020

No. \_\_\_\_\_  
Vancouver Registry

In the Supreme Court of British Columbia

BETWEEN

COMMUNITY FIRE PREVENTION LTD.

PLAINTIFF

AND

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

DEFENDANTS

17APR20 2007169 21422  
S204200 RISS 60

## NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL** to file the response to civil claim within the time for response to civil claim described below.

### Time for Response to Civil Claim

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

## CLAIM OF THE PLAINTIFF

### Part 1: Statement of Facts

*[Using numbered paragraphs, set out a concise statement of the material facts giving rise to the plaintiff's(s') claim.]*

1. The Plaintiff, Community Fire Prevention Ltd., is a company duly incorporated pursuant to the laws of British Columbia, with a registered records address at 104 - 1320 Kingsway Avenue, Port Coquitlam, British Columbia.
2. The Defendant, The Owners, Strata Plan NW289 (the "Strata Corporation"), is a strata corporation duly subsisting pursuant to the *Strata Property Act*, with registered address at c/o Bayside Property Services Ltd., #100-6400 Roberts Street, Burnaby, British Columbia.
3. The Defendant, David Grewal is a director of the Defendants 1161359 BC Ltd., 1184413 BC Ltd., 1184414 BC Ltd., and 1184416 BC Ltd., whose mailing address is 1100 - 510 Burrard Street, Vancouver, British Columbia.
4. The Defendant, Sarbjit Bajwa, is a director of the Defendant 1184413 BC Ltd., and whose mailing address is 15303 58A Avenue, Surrey, British Columbia.
5. The Defendant, Johnny Chi Ho Tsang, is a director of the Defendant 1184414 BC Ltd., whose mailing address is 1607 - 7788 Ackroyd Road, Richmond, British Columbia.
6. The Defendant, Armaan Dhalla, is a director of the Defendant 1184416 BC Ltd., whose mailing address is 117 - 3925 Kingsway Avenue, Burnaby, British Columbia.
7. The Defendant, Leon Zhang, does not own a strata lot in the Strata Corporation, and his address for service is unknown to the plaintiff.
8. The Defendant, 1161359 BC Ltd., is incorporated under the laws of British Columbia, with an address for service at 1130 - 1185 West Georgia Street, Vancouver, British Columbia.
9. The Defendant, 1184413 BC Ltd., is incorporated under the laws of British Columbia, with an address for service at 1130 - 1185 West Georgia Street, Vancouver, British Columbia.
10. The Defendant, 1184414 BC Ltd., is incorporated under the laws of British Columbia, with an address for service at 1130 - 1185 West Georgia Street, Vancouver, British Columbia.
11. The Defendant, 1184416 BC Ltd., which is incorporated under the laws of British Columbia, with an address for service at 1130 - 1185 West Georgia Street, Vancouver, British Columbia.
12. The Defendants listed in Appendix A to this Notice of Civil Claim are the registered owners of strata lots 1 through 101 of the Strata Corporation, and whose addresses for service are listed therein (the "Owners").
13. The Owners own the common property and common assets of the Strata Corporation as tenants in common pursuant to s.66 of the *Strata Property Act*, and together with each of the Owners respective strata lot, will collectively be referred to as the "Lands".

14. The Plaintiff carries on the business of installing and servicing fire protection equipment in British Columbia.

#### **Claim against Strata Corporation and Owners**

15. On or about January 29, 2020, the Plaintiff entered into an agreement with the Strata Corporation whereby the Plaintiff agreed to replace the fire alarm panel located on the common property of the Lands (the "Contract").

16. The Owners of the Strata Corporation passed a resolution authorizing the Strata Corporation to finance the Contract on February 25, 2020.

17. In accordance with the terms of the agreement, and with the knowledge and consent of the Strata Corporation, the Plaintiff performed work and supplied materials necessary remove the existing fire alarm panel and install a new fire panel (the "Improvement") and invoiced the Strata Corporation from time to time.

18. In breach of its contract with the Plaintiff, the Strata Corporation has refused or neglected to make payment, despite demand. There remains due and owing to the Plaintiff from the Strata Corporation for work performed and materials supplied and delivered to the Lands, the sum of \$223,930.28.

19. The Plaintiff has demanded payment of the said sum from the Strata Corporation but the Strata Corporation has refused or neglected to pay the same.

20. On March 25, 2020 the Plaintiff made a claim of lien pursuant to the *Builders Lien Act*, S.B.C. 1997, c. 45, alleging that the sum of \$223,930.28 was due and owing by causing the said claim of lien to be filed against the Lands at the Land Title Office in the City of New Westminster, the Province of British Columbia under number CA8105199.

21. On or about March 25, 2020, the Improvement was not completed or abandoned. The Strata Corporation has prevented access to the Lands so the Improvement can be completed.

22. The Plaintiff has complied with the provisions of the *Builders Lien Act* and is entitled to a builders lien on the Lands.

23. The Strata Corporation was obligated by section 4 of the *Builders Lien Act* to retain a holdback pursuant to that section.

#### **Claim against the Strata Council Defendants and Majority Owners**

24. The Defendants, Armaan Dhalla, David Grewal, Johnny Tsang, Leon Zhang, and Sarbjit Bajwa were at all material times strata council members of the Strata Corporation (the "Strata Council Defendants").

25. At all material times, the Strata Council Defendants were elected by the Owners at a general meeting of the Strata Corporation.
26. The Defendant, David Grewal is a director of the Defendants 1161359 BC Ltd., 1184413 BC Ltd., 1184414 BC Ltd., and 1184416 BC Ltd. David Grewal does not own a strata lot in the Strata Corporation.
27. The defendant, Sarbjit Bajwa, is a director of the Defendant 1184413 BC Ltd. Sarbjit Bajwa does not own a strata lot in the Strata Corporation.
28. The defendant, Johnny Chi Ho Tsang, is a director of the Defendant 1184414 BC Ltd. Johnny Chi Ho Tsang does not own a strata lot in the Strata Corporation.
29. The defendant, Armaan Dhalla, is a director of the Defendant 1184416 BC Ltd. Armaan Dhalla does not own a strata lot in the Strata Corporation.
30. The Defendants, 1161359 BC Ltd., 1184413 BC Ltd., 1184414 BC Ltd., and 1184416 BC Ltd., will collectively be referred to as the ("Majority Owners").
31. The Majority Owners and the Strata Council Members knew of the existence of the Contract but have directed the Strata Corporation to withhold payment of the Plaintiff's invoices relating to the Improvement, have refused to allow the Plaintiff access to the Lands in order to finish the installation of the Improvement, and are looking for another contractor to complete the work, contrary to the terms of the Contract.
32. The Strata Council Defendants and Majority Owners intended and caused that the Strata Corporation to breach the Contract.
33. In causing the Strata Corporation and Majority Owners, or each of them, to breach the Contract, the Strata Council Defendants and Majority Owners were acting in bad faith and outside the normal and ordinary scope of their duties as strata council members.

## **Part 2: Relief Sought**

*[Using numbered paragraphs, set out the relief sought and indicate against which defendant(s) that relief is sought. Relief may be sought in the alternative.]*

1. For a declaration that the Plaintiff is entitled to a lien pursuant to the *Builders Lien Act* in the amount of \$223,930.28 against the Lands owned by the Owners and located in the City of Burnaby and each legally described as indicated in Appendix A (the "Lands");
2. For a declaration that the lien pursuant to the *Builders Lien Act* of the Plaintiff is a first charge, lien, or encumbrance against the Lands in preference or priority to all of the right, title, and interest of the Strata Corporation and Owners;

3. For a judgment or order that in default of payment in the amount of \$223,930.28 and costs, the Lands, the interest of the Owners charged by the said lien be sold for the purposes of realizing the amount of the Plaintiff's lien and costs pursuant to the provisions of the *Builders Lien Act* and that the proceeds of such sale be applied in payment of the Plaintiff's lien and costs;
4. For the purposes aforesaid, an order that all proper and necessary directions, accounts, inquiries, and references be taken;
5. For judgment against the Strata Corporation in the sum of \$223,930.28 plus contractual interest, or interest in the alternative, pursuant to the *Court Order Interest Act*;
6. For damages for interference with contractual relations against the Strata Council Defendants and Majority Owners defendants;
7. For damages, including general and special damages;
8. For a Certificate of Pending Litigation;
9. For costs of this Action including a reasonable sum for the costs of drawing and filing the claim of lien filed in the Land Title Office in the City of New Westminster under number CA8105199; and
10. For such further and other relief as the nature of this case may require and this Honourable Court may deem proper.

### **Part 3: Legal Basis**

*[Using numbered paragraphs, set out a concise summary of the legal bases on which the plaintiff(s) intend(s) to rely in support of the relief sought and specify any rule or other enactment relied on. The legal bases for the relief sought may be set out in the alternative.]*

1. The Plaintiff claims against the Strata Corporation in its capacity as representative or agent of the Owners.
2. The Plaintiff performed work and supplied material in relation to the Improvement on the Lands pursuant to a contract with the Strata Corporation.
3. The Plaintiff is entitled to judgment for the unpaid amount due and owing under the contract and to a lien under the *Builders Lien Act* ("the Act").
4. The Plaintiff claims costs pursuant to the Act and the British Columbia Supreme Court Civil Rules.
5. The Plaintiff claims general damages and special damages for the Strata Corporation's breach of the Contract.

6. The Plaintiff claims general damages and special damages against the Strata Council Defendants and Majority Owners as they each interfered with the Plaintiff's contractual relations with the Strata Corporation as follows:
- a. the Contract between the Plaintiff and the Strata Corporation was a valid and enforceable contract at all material times;
  - b. the Strata Council Defendants and the Majority Owners, and each of them, knew of the existence of the Contract;
  - c. the Strata Council Defendants the Majority Owners, and each of them, induced the Strata Corporation to breach the Contract;
  - d. the Strata Council Defendants the Majority Owners, and each of them, intended that the Strata Corporation breach the Contract;
  - e. the interference of the Strata Council Defendants and the Majority Owners, and each of them, was wrongful;
  - f. the Strata Council Defendants the Majority Owners, and each of them, were acting in bad faith, outside the normal and ordinary scope of their duties as strata council members; and
  - g. the Plaintiff suffered damages as a result of that interference.

Plaintiff's address for service:

Citadel Law Corporation  
1400 - 1125 Howe Street  
Vancouver, BC V6Z 2K8

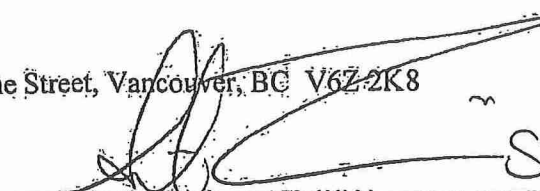
Fax number address for service (if any): *N/A*

Email address for service (if any): *N/A*

Place of trial: Vancouver

The address of the registry is: 800 Smith Street, Vancouver, BC V6Z 2K8

Dated April 17, 2020

  
\_\_\_\_\_  
Signature of lawyer for Plaintiff  
Silvano Todesco



Rule 7-1(1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

- (a) prepare a list of documents in Form 22 that lists
  - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
  - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

## APPENDIX A – Owner Defendants

Strata Lot	Registered Owners and their Addresses for Service	Legal Description (collectively the "Lands")
1.	JENNY DONNA DICKISON, #105 - 3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 1 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-262-921
2.	FERNANDO MARCELINO DUTRA DE SOUSA, 106 - 3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 2 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-262-939
3.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 3 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-262-947
4.	CARMELIA MARIA DA SILVA, 108 - 3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 4 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-262-963
5.	HON-CHING RUDOLPH CHENG, 109-3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 5 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-262-971
6.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 6 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-262-980
7.	1161359 BC LTD., 1130-1185 GEORGIA ST W VANCOUVER, BC V6E 4E6	Strata Lot 7 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-262-998
8.	RICKY HEE MENG LAI, 112 - 3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 8 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-005
9.	PIA FACCIIO,	Strata Lot 9

	685 PLEASANT PARK OTTAWA, ONTARIO K1G 1Y3	District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 000-938-530
10.	1161359 BC LTD., 1130-1185 GEORGIA ST W VANCOUVER, BC V6E 4E6	Strata Lot 10 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-013
11.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 11 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-021
12.	1184416 BC LTD., 1130-1185 GEORGIA ST W VANCOUVER, BC V6E 4E6	Strata Lot 12 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-030
13.	MARK WILLIAM LOUITTIT, SARAH KINUKO LOUITTIT, 118 3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 13 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-048
14.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 14 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-056
15.	KENNETH JOHN WATSON, 101 - 3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 15 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-064
16.	LI PING DUAN, 102 - 3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 16 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-081
17.	NORMAN VICTOR LEECH, #103 - 3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 17 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 000-859-389
18.	ROLANDO VINAS DIZON, NARCISA DIZON,	Strata Lot 18

	104-3925 KINGSWAY BURNABY, BC V5H 3Y7	District Lot 34 Group 1 New Westminster District Strata Plan NW289 000-739-979
19.	NICHOLAS GEORGE KARAMOUZOS, MARIA KARAMOUZOS, #205-3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 19 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-099
20.	CUI MING CHEN, #206-3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 20 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-102
21.	YANKUI WANG, 302 5565 INMAN AVENUE BURNABY, BC V5H 2M2  XIN TIAN, 207 3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 21 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-111
22.	MARIO TIEXIERA ALMEIDA, MARIA DA NATIVIDADE ALMEIDA, LUIS ALBERTO ALMEIDA, 3925 KINGSWAY #208 BURNABY, BC V5H 3X7	Strata Lot 22 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-137
23.	1237765 B.C. LTD., 268 - 8191 WESTMINSTER HIGHWAY RICHMOND, BC V6X 1A7	Strata Lot 23 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-145
24.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 24 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-153
25.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 25 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-161

26.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 26 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-170
27.	JU-SHAN CHIANG, FLORA FU, 214 3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 27 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-188
28.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 28 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-196
29.	1184414 BC LTD., 1130-1185 GEORGIA ST W VANCOUVER, BC V6E 4E6	Strata Lot 29 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-200
30.	1161359 BC LTD., 1234 WEST 41ST AVENUE VANCOUVER, BC V6M 1X2	Strata Lot 30 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-218
31.	AMAR SINGH BHATIA, NARANJAN KAUR BHATIA, #218 - 3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 31 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-226
32.	PHUNG KIM VUONG, TUONG LAM, #219 3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 32 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-234
33.	MONICA PAOLA ALIAGA, 201 - 3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 33 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-242
34.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 34 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-251

35.	MARCELINO LOPES DE SOUSA, OLGA MARIA DUTRA DE SOUSA, 5507 WOODSWORTH STREET BURNABY, BC V5G 4M3	Strata Lot 35 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-269
36.	1237765 B.C. LTD., 268 - 8191 WESTMINSTER HIGHWAY RICHMOND, BC V6X 1A7	Strata Lot 36 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-277
37.	1184413 BC LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6J 4H1	Strata Lot 37 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-285
38.	LUALHATI ONGKEKO CRISOSTOMO, #306 - 3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 38 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-293
39.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 39 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 000-613-754
40.	RICHARD RAYMOND RAVENSBERGEN, DAWN MARIE RAVENSBERGEN, #308 - 3925 KINGSWAY BURNABY, BC V5H 3H7	Strata Lot 40 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-025-953
41.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 41 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-307
42.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 42 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-315
43.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET	Strata Lot 43

	VANCOUVER, BC V6E 4E6	District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-323
44.	1184414 BC LTD., 1130-1185 GEORGIA ST W VANCOUVER, BC V6E 4E6	Strata Lot 44 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-340
45.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 45 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-358
46.	YUK FAR CHEUNG, YIN ON CHEUNG, #315 3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 46 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-366
47.	1184413 BC LTD., 1130-1185 GEORGIA ST W VANCOUVER, BC V6E 4E6	Strata Lot 47 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-374
48.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 48 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-382
49.	GARY LUCIEN DREES, 318 - 3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 49 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-391
50.	THOMAS PATRICK FLEMING, SUITE 319-3925 KINGSWAY BURNABY, BC V5H 3Y7	Strata Lot 50 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 000-564-885
51.	1161359 BC LTD., 1130 1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 51 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-404
52.	1184416 B.C. LTD.,	Strata Lot 52

	1130 - 1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-421
53.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 53 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-439
54.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 54 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-447
55.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 55 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-455
56.	WAN CHEN, HONG YANG, #114 - 5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 56 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 000-814-377
57.	1161359 BC LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6J 4H1	Strata Lot 57 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-463
58.	1184416 BC LTD., 1130-1185 GEORGIA ST W VANCOUVER, BC V6E 4E6	Strata Lot 58 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-480
59.	SU JUAN SITU, 101-5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 59 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-498
60.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 60 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-528
61.	1161359 B.C. LTD.,	Strata Lot 61



	1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-544
62.	VAN DAO NGUYEN, THI BICH HANG NGUYEN, #104-5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 62 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-561
63.	JULIAN BOZSIK, 105 - 5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 63 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-035-118
64.	CHRISTIAN HERBERT JOSON LIM, IRIS JUNE CALIBUGAN ADIONG, 106 - 5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 64 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-579
65.	ANGELA JOY EYKELBOSH, 107-5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 65 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-595
66.	THE OWNERS, STRATA PLAN NW289 3925 KINGSWAY BURNABY, BC	Strata Lot 66 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-609
67.	1184416 BC LTD, 1130-1185 WEST GEORGIA VANCOUVER, BC V6E 4E6	Strata Lot 67 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-617
68.	NGUYEN THANH VUONG, TUYET NGOC DU, 102 - 2277 EAST 30TH AVENUE VANCOUVER, BC V5N 5N1	Strata Lot 68 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-625
69.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 69 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-633

70.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 70 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-641
71.	OM PARKASH LOOMBA, MERRAN LOOMBA, 215 5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 71 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-650
72.	SUZANNE JUANITA KUDELSKI, #216 - 5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 72 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-676
73.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 73 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-684
74.	YAN QIONG LU, 201-5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 74 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-706
75.	1184416 BC LTD., 1130-1185 GEORGIA ST W VANCOUVER, BC V6E 4E6	Strata Lot 75 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-714
76.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 76 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-731
77.	PING HE, #204-5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 77 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-749
78.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 78 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-757
79.	EDWARD LAWRENCE THUE,	Strata Lot 79

	#206 - 5715 JERSEY AVENUE BURNABY, BC V5H 2L3	District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 000-473-774
80.	RICHARD CHARLES PATRICK SPENCER, DIANE MARIE SPENCER, 207-5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 80 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-765
81.	ARTHUR SUMMERS WILLIAMSON, #208 - 5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 81 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-773
82.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 82 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-781
83.	GARY DALE CHARTER, CRISTINA RIMANDO GAPAL, 210 - 5715 JERSEY AVENUE, BURNABY, BC V5H 2L3	Strata Lot 83 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-790
84.	JU TAI ZHOU, YU QING LI, 211-5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 84 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-811
85.	ZHI HAO YANG, 212-5715 JERSEY AVENUE BURNABY, BRITISH COLUMBIA V5H 2L3	Strata Lot 85 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-820
86.	DAISY CUETO EVANGELISTA, MARIA CHERRY EVANGELISTA, 314 5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 86 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-838
87.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 87 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-846

88.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 88 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-854
89.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 89 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-862
90.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 90 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-871
91.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 91 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-889
92.	1161359 B.C. LTD., 1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	Strata Lot 92 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-897
93.	MEGAN MARY BURGHALL, 304 - 5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 93 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-919
94.	NASIM BHALOO, 305 - 5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 94 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-927
95.	HUI LIN DONG, LI WANG, 306-5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 95 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-935
96.	MANSOUR MESHKI, 307-5715 JERSEY AVENUE BURNABY, BRITISH COLUMBIA V5H 2L3	Strata Lot 96 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-943
97.	1161359 B.C. LTD.,	Strata Lot 97

	1130-1185 WEST GEORGIA STREET VANCOUVER, BC V6E 4E6	District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-951
98.	HSIANG CHIAO HUANG, 309 - 5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 98 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-960
99.	GRACE JOANNA LEVSEN, 310 - 5715 JERSEY AVENUE BURNABY, BC	Strata Lot 99 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-978
100.	PING CHOR CHAN, 311-5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 100 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-263-994
101.	SO FAN LEE, #312 - 5715 JERSEY AVENUE BURNABY, BC V5H 2L3  TAK TAI LUI, #312 5715 JERSEY AVENUE BURNABY, BC V5H 2L3	Strata Lot 101 District Lot 34 Group 1 New Westminster District Strata Plan NW289 PID: 001-264-001

## Appendix

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

**Part 1: Concise summary of nature of claim:**

**Part 2: This claim arises from the following:**

*[Check one box below for the case type that best describes this case.]*

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

**Part 3:**

*[Check all boxes that apply to this case.]*

- a class action
- maritime law
- Aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

**Part 4:**

1. *Builders Lien Act;*
2. *Strata Property Act;*
3. *Court Order Interest Act.*

This is Exhibit "N" referred to in the affidavit of Derek Lai made before me at Vancouver, B.C., on January 30<sup>th</sup>, 2024.

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A Commissioner for taking Affidavits within British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024





No: S 204200  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

COMMUNITY FIRE PREVENTION LTD.

PLAINTIFF

AND

THE OWNERS, STRATA PLAN NW289,  
ARMAAN DHALLA, DAVID GREWAL,  
JOHNNY CHI HO TSANG, LEON ZHANG, SARBJIT BAJWA,  
1161359 BC LTD., 1184413 BC LTD.,  
1184414 BC LTD., 1184416 BC LTD., 1237765 B.C. LTD.,  
MARCELINO LOPES DE SOUSA, OLGA MARIA DUTRA DE SOUSA,  
JENNY DONNA DICKISON FERNANDO MARCELINO LUIS ALBERTO ALMEIDA  
MONICA PAOLA ALIAGA, PHUNG KIM VUONG,  
TUONG LAM, AMAR SINGH BHATIA,  
NARANJAN KAUR BHATIA, JU-SHAN CHIANG, FLORIA FU  
MARIO TIEXIERA ALMEIDA, MARIA DA NATIVIDADE ALMEIDA, XIN TIAN,  
YANKUI WANG, CUI MING CHEN, NICHOLAS GEORGE KARAMOUZOS, MARIA  
KARAMOUZOS ROLANDO VINAS DIZON, NARCISA DIZON, NORMAN VICTOR  
LEECH, LI PING DUAN, KENNETH JOH NWATSON, MARK WILLIAM LOUTTIT,  
SARAH KINUKO LOUTTIT, PIA FACCIO RICKY HEE MENG LAI HON-  
CHING RUDOLPH CHENG, CARMELIA MARIA DA SILVA, ANGELA JOY  
EYKELBOSH, CHRISTIAN HERBERT JOSON LIM, IRIS JUNE CALIBUGAN ADIONG,  
JULIAN BOZSIK, VAN DAO NGUYEN, THI BICH HANG NGUYEN SU JUAN SITU,  
WAN CHEN, HONG YANG, THOMAS PATRICK FLEMING, GARY LUCIEN DREES,  
YUK FAR CHEUNG, YIN ON CHEUNG, RICHARD RAYMOND RAVENSBERGEN,  
DAWN MARIE RAVENSBERGEN, LUALHATI ONKEKO CRISOSTOMO, TAK TAI LUI,  
SO FAN LEE, PING CHOR CHAN, GRACE JOANNA LEVSEN, HSIANG, CHIAO HUANG,  
MANSOUR MESH, HUI LIN DONG, LI WANG, NASIM BHALOO, MEGAN MARY  
BURGHALL, DAISY CUETO EVANGELISTA, MARIA CHERRY EVANGELISTA, ZHI  
HAO YANG, JU TAI ZHOU, YU QING LI, GARY DALE CHARTER, CRISTINA  
RIMANDO GAPAL ARTHUR SUMMERS WILLIAMSON, RICHARD CHARLES PATRICK  
SPENCER, DIANE MARIE SPENCER, EDWARD LAWRENCE THUE, PING HE, YAN  
QIONG LU, SUZANNE JUANITA KUDELSKI,  
OM PARKASH LOOMBA, MERRAN LOOMBA,  
NGUYEN THANH VUONG, TUYET NGOC DU

DEFENDANTS

RESPONSE TO CIVIL CLAIM

Filed by: The Owners, Strata Plan NW289 (the "Defendant")

**Part 1: Response to Notice of Civil Claim Facts****Division 1 - Defendant's Response to Facts**

1. The facts alleged in paragraphs 8, 9, 10, 11, 12, and 30, of Part 1 of the Notice of Civil Claim are admitted.
2. The facts alleged in paragraphs 2, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 31, 32, 33 of Part 1 of the Notice of Civil Claim are denied.
3. The facts alleged in paragraphs 1, 3, 4, 5, 6, 7, 13, 14, 26, 27, 28, and 29 of Part 1 of the Notice of Civil Claim are outside the knowledge of the defendant.

**Division 2 - Defendant's Version of Facts**

1. The Defendant's registered address is c/o Fraser Park Realty Ltd. #235 – 10330 152 Street, Surrey, BC V3R 4G8.
2. The Defendant denies that they made the alleged or any contract as alleged in paragraph 15 of the notice of civil claim, or at all.
3. The plaintiff provided a quotation dated January 21, 2020 to the former property manager Edward Cygan ("Mr. Cygan") of Bayside Property Services of The Owners, Strata Plan NW 289, for a fire alarm panel replacement (the "Quotation").
4. The Defendants say that the Quotation is not a valid and enforceable contract because it was missing essential terms, including, but not limited to:
  - whether the parties can unilaterally or mutually terminate the contract, if at all;
  - the specific price of items listed in the Quotation.
5. In the alternative, if the Quotation is a valid and enforceable contract, which the Defendant specifically denies, the Quotation does not set out any terms that suggest that the Quotation cannot be cancelled by the Defendant at any time for any reason.
6. The Defendant admits that a resolution was passed on February 25, 2020, as alleged in paragraph 16 of the notice of civil claim, but denies that it was a resolution authorizing the Strata Corporation (as defined in the notice of civil claim) to finance any alleged contract, the existence of which is specifically denied by the Defendant.
7. The Defendant denies that the plaintiff performed work and supplied materials, as alleged in paragraph 17 of the notice of civil claim, and the Defendant says that the plaintiff did not perform work or supply any materials to the Lands (as defined in the notice of civil claim).

8. In answer to paragraph 20 of the notice of civil claim, if the Plaintiff is entitled to a lien against the Lands, which is denied, then the Defendant denies that the Plaintiff is entitled to a lien in the amount of \$223,930.28.
9. In response to paragraphs 21 to 23 of the notice of civil claim, the Defendant denies that the plaintiff is entitled to a lien against the Lands and denies that the Plaintiff has complied with the provisions of the *Builders lien Act*, S.B.C. 1997, c. 45, and amendments thereto (the “Act”) by failing to supply the material to the land against which the lien was filed.
10. If any contract was made, which is specifically denied by the Defendant, The Defendant denies that the acts and conduct alleged in paragraphs 18, 31, or 32 of the notice of civil claim amounted to a breach of the contract as alleged, or at all.
11. In answer to paragraph 31 of the notice of civil claim, the Defendant denies that there was a contract, but, if there was any contract, which is denied, there were no terms that prohibited the Defendant from looking for or hiring another contractor to complete any work.

## **Part 2: Response to Relief Sought**

1. The defendant consents to the granting of the relief sought in paragraph NIL of the Notice of Civil Claim.
2. The defendant opposes the granting of the relief sought in paragraph 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of Part 2 of the Notice of Civil Claim.
3. The defendant takes no position on the granting of the relief sought in paragraph NIL of Part 2 of the Notice of Civil Claim.

## **Part 3: LEGAL BASIS**

1. The Defendant denies that there was any contract with the plaintiff as alleged or at all and if there was, which the Defendant denies, the Defendant denies that they breached the contract.
2. The contract is missing essential terms and any ambiguity should be construed against the drafter, the plaintiff.
3. The Defendant says that the Plaintiff did not perform any work or supply any materials under the Quotation and therefore has no valid claim to a lien against the Lands.
4. *Builders Lien Act*, S.B.C. 1997, c. 45, section 2.
5. In the alternative, if the plaintiff has a valid lien against the Lands, which the Defendant specifically denies, the Plaintiff may not take out a lien that is higher than the amount that is owing on any invoices, though it is specifically denied that any amount is owing to the plaintiff.

Defendant's address for service:

NORTH SHORE LAW LLP  
Barristers & Solicitors  
6th Floor, 171 West Esplanade  
North Vancouver, B.C., V7M 3J9

Fax number address for service (if any):

604-980-4019



Date: May 19, 2020

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Courtney Morrison  
Lawyer for the Defendant

Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the Court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a List of Documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

This is Exhibit "O" referred to in the affidavit of Derek Lai made before me at Vancouver, B.C., on January 30<sup>th</sup>, 2024.

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A Commissioner for taking Affidavits within British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024



IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

COMMUNITY FIRE PREVENTION LTD.

PLAINTIFF

AND:

THE OWNERS, STRATA PLAN NW289, ARMAAN DHALLA, DAVID GREWAL, JOHNNY CHI  
HO TSANG, LEON ZHANG, SARBJIT BAJWA, 1161359 BC LTD.,  
1184413 BC LTD., 1184414 BC LTD., 1184416 BC LTD., 1237765 B.C. LTD.

DEFENDANTS

**COUNTERCLAIM**

Filed by: The Owners, Strata Plan NW289 (the “Defendant Strata”)

To: Community Fire Prevention Ltd.

This action has been brought by the Plaintiff against the Defendant Strata for the relief set out in the notice of civil claim filed in this action.

TAKE NOTICE that the Defendant Strata claims against you for the relief set out in Part 2 below.

IF YOU INTEND TO RESPOND to the claim made against you in this counterclaim, or if you have a set-off or counterclaim that you wish to have taken into account at the trial, YOU MUST FILE a response to counterclaim in Form 4 in the above-named registry of this court within the time for response to counterclaim described below and SERVE a copy of the filed response to counterclaim on the address for service of the defendant bringing this counterclaim.

YOU OR YOUR LAWYER may file the response to counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to counterclaim within the time for response to counterclaim described below.

**TIME FOR RESPONSE TO COUNTERCLAIM**

A response to counterclaim must be filed and served on the defendant bringing this counterclaim,

- (i) if you were served with the counterclaim anywhere in Canada, within 21 days after that service,

- (ii) if you were served with the counterclaim anywhere in the United States of America, within 35 days after that service,
- (iii) if you were served with the counterclaim anywhere else, within 49 days after that service, or
- (iv) if the time for response to counterclaim has been set by order of the court, within that time.

### CLAIM OF THE DEFENDANT BRINGING THE COUNTERCLAIM

#### PART 1: STATEMENT OF FACTS

##### The Parties

1. The defendant, The Owners, Strata Plan NW289, is a strata corporation duly subsisting pursuant to the *Strata Property Act*, with an address for service in this matter of PO Box 49290, 700-595 Burrard Street, Vancouver, B.C. (the "Strata").
2. The Plaintiff, Community Fire Prevention Ltd., is a company duly incorporated pursuant to the laws of British Columbia with a registered records address at 104-1320 Kingsway Avenue, Port Coquitlam, B.C. (the "Plaintiff").

##### Underlying Claim

3. Strata adopts the definitions in its response to civil claim in this proceeding.
4. The matter relates to common property and common assets of Strata as tenants in common pursuant to s. 66 of the *Strata Property Act*, and together with each of the Owners respective strata lots located at the civic addresses of 3925 Kingsway Avenue and 5715 Jersey Avenue, Burnaby, B.C. (the "Lands").
5. The Plaintiff's claim against Strata, as it appears in the Notice of Civil Claim, is for funds to be paid in default of payment and general and special damages as a consequence of breach of contract.

##### Background Facts

6. Prior to February 7, 2017, a fire panel located on the Lands became non-operational or required repair and replacement.

7. On February 8, 2017, Perry Talkkari, acting Chief of Prevention for the Burnaby Fire Department on behalf of the City of Burnaby ("**Burnaby**") advised the Plaintiff that Strata would require heat detection and hard wire smoke alarms within the Lands in order to satisfy requirements contained in the British Columbia Fire Code and British Columbia Building Code ("**Hardwired Alarms**").
8. On February 8, 2017, Brett Johnston, on behalf of the Plaintiff, informed Strata that the installation Hardwired Alarms were mandatory.
9. At all material times, the Plaintiff did not resile from its position that Hardwired Alarms were mandatory on the Lands.

#### **Requirement for Hardwired Alarms Contrary to Law**

10. The assertion of the Plaintiff that Hardwired Alarms were required is contrary to law.
11. On September 7, 2012, *British Columbia Fire Code Regulation*, B.C. Reg 263/2012 was deposited and effective December 20, 2012. The regulation changed the BC Fire Code such that, for dwellings constructed before March 31, 1979, Hardwired Alarms were not required.
12. The Lands were constructed before March 31, 1979.

#### **Contract Void or Unenforceable - Illegality**

13. If the Contract was made, Strata entered the Contract as a consequence of the demands of Burnaby and the Plaintiff.
14. If any contract was made, which is specifically denied, the Contract is void or unenforceable for illegality and its enforcement would be contrary to public policy in that:
  - (a) the performance of the an act contained in the contract, the requirement for Hardwired Alarms was contrary to statute; or
  - (b) Strata was induced to enter into a contract on the basis that the work to be completed, specifically the Hardwired Alarms, was required by law when the law contained no requirement.



**Breach of Contract**

15. If any contract was made, which is specifically denied, it was a term of the contract between Strata and the Plaintiff, expressed or implied, that the Plaintiff would:
- (a) Carry out the work in a good and workman like manner, in accordance with all building code, fire code, municipal, and other requirements; and
  - (b) act in good faith and/or honest performance and would not mislead Strata.

**Negligence and Negligent Misrepresentation**

16. The Plaintiff owed a duty of care to Strata by virtue of the following facts:
- (a) Community Fire possessed a special skill and applied that skill for the assistance of Strata, Strata relied on the Plaintiff's judgment, skill, or ability to make careful inquiry; and
  - (b) sufficient proximity exists between Strata and the Plaintiff, that it should be in reasonable contemplation of the Plaintiff that carelessness on its part may cause damage.
17. The Plaintiff breached the duty of care owed to Strata in that the Plaintiff failed to exercise the standard of care required of a reasonable and careful person in the circumstances in that Plaintiff provided representations to Strata that were false, or in the alternative were misleading, including:
- (a) Hardwired Alarms were required to bring the Lands up to code;
  - (b) installation of Hardwired alarms was mandatory; and
  - (c) the failure to install Hardwired alarms meant the fire alarm system was incomplete and not to code.
- (the "**Representations**")
18. The Representations were untrue, inaccurate, or misleading.
19. The Representations were a breach of the standard of care, to the standard of an objective reasonable person.

20. Strata reasonably relied on the Representations.
21. As a result of Strata's reliance, damages resulted.
22. Strata suffered loss and damages as a direct result of the negligence of the Third Parties, particulars of which are as follows:
  - (a) if a contract was made, by entering into the contract with the Plaintiff which, at least partially, included costs for services to install Hardwired Alarms;
  - (b) payment of fines to the Burnaby as a consequence of Strata failing to satisfy demands to install Hardwired Alarms;
  - (c) payment of costs for 24-Hour surveillance of the lands as a consequence of Fire Watch orders provided by Burnaby as a consequence of Strata failing to satisfy demands to install Hardwired Alarms; and
  - (d) legal fees to investigate the demand and requirement for Hardwired Alarms.

## **Part 2: RELIEF SOUGHT**

1. A declaration that the contract is void for illegality.
2. Alternatively, a declaration that the Plaintiff's breach of contract, misrepresentation, or negligence gives rise to set off as against any claim by the Plaintiff against the defendant.
3. An order for restitution.
4. Damages, including punitive damages payable to Strata for breach of contract misrepresentation, or negligence.
5. Judgment for any amount that may be found due from Strata to the Plaintiff, including interest pursuant to the *Court Ordered Interest Act*, R.S.B.C. 1996, c, 79.
6. Judgment for the amount of any costs that Strata may be adjudged liable to pay to the Plaintiff.
7. Interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79.
8. Costs.

**Part 3: LEGAL BASIS**

1. The Plaintiff was negligent in making the Representations to Strata and Strata has suffered loss and damages as a result of that negligence or gross negligence.
2. The Plaintiff made the Representations knowing and intending the defendant would rely upon them, and Strata did rely on them.
3. The Defendant was induced into entering into the purported contract in reliance upon the Representations.
4. The Plaintiff owed a duty to Strata to exercise all reasonable care, skill, diligence and competence to the standard of a fire protection service provider in their conduct in providing services to Strata.
5. Pursuant to the duty of care owed by the Plaintiff to Strata, the Plaintiff was required to:
  - (a) act with reasonable care and judgment;
  - (b) provide accurate, complete, verifiable information that was not in contravention of statutory authority; and
  - (c) to provide reasonably competent and professional advice.
6. The Plaintiff knew or ought to have known that it was reasonably foreseeable that a breach of the duty of care owed to Strata would result in harm to Strata including, but not limited to, costs owing pursuant to contract and fines, penalties, fees, and costs from Burnaby as a consequence of the Plaintiff's negligence.
7. The Plaintiff breached the duty of care owed to Strata.
8. *Negligence Act*, R.S.B.C. 1996, c. 333, s. 4.
9. The contract is void for illegality, is contrary to public policy, and enforcement of the agreement undermines the integrity of the legal system.
10. Alternatively, the Plaintiff breached an express or implied term of the contract to carry out the work and to act in good faith and/or honest performance.

## 11. Supreme Court Civil Rule 3-5(1).

Address for service of Claiming Party: c/o Boughton Law Corporation  
700 – 595 Burrard Street  
Vancouver, B.C.  
V7X 1S8

Attention: Shaun C. Driver

Fax number address for service (if any): N/A

E-mail address for service (if any): N/A

The address of the registry is: 800 Smithe Street  
Vancouver, BC V6Z 2E1

Dated: September 22, 2021



Shaun C. Driver

Rule 7-1(1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

- (i) prepare a list of documents in Form 22 that lists
  - A. all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
  - B. all other documents to which the party intends to refer at trial, and
- (ii) serve the list on all parties of record.

This is Exhibit "P" referred to in the affidavit of Derek Lai made before me at Vancouver, B.C., on January 30<sup>th</sup>, 2024.

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A Commissioner for taking Affidavits within  
British Columbia.

**JONATHAN McNAIR**  
A Commissioner for Oaths in and  
for the Province of British Columbia  
Expiry date: June 30, 2024

December 19, 2023

VIA EMAIL  
([cdennis@djacounsel.com](mailto:cdennis@djacounsel.com))

Dennis James Aitken LLP  
800 – 543 Granville Street  
Vancouver, BC V6C 1X8

Attention: Craig Dennis, K.C.

Dear Sir:

**Re: 1038573 B.C. Ltd. v. The Owners, Strata Plan NW289 and others, B.C.S.C. Vancouver  
Reg. No. S-238586 (the “Action”)**

We are in receipt of your letters of December 18, 2023 delivering copies of the Notice of Civil Claim and resulting CPL filed on title to the individually owned strata units comprising The Owners, Strata Plan NW289 (“**Cameray Gardens**”). We write to express the dismay of the Cameray Gardens owners at the cynical conduct of your client in filing the Action and seeking to artificially create an extension to the purchase and sale agreement dated December 7, 2022 (the “**PSA**”) at no cost to the purchaser but which visits considerable hardship and uncertainty on these owners. Whatever goodwill existed for your client has now entirely dissipated.

As a matter of law, we write to put on the record that it is our client’s position is that it is your client, 1038573 B.C. Ltd., that failed to complete the PSA and has repudiated that agreement. That repudiation is accepted, ending the PSA. As a result, your client has no claim for specific performance.

We have instructions only to accept service of the Notice of Civil Claim on behalf of The Owners, Strata Plan NW289, as represented by the liquidator, Crowe Mackay & Company Ltd. (the “**Liquidator**”). You will need to make arrangements to personally serve all the other defendants. We ask that you keep us apprised, on a rolling basis, of your success in doing so.

We also write to demand the immediate discharge of all the CPLs filed on December 18, 2023 against title to the individual strata units of Cameray Gardens, save the unit owned by the strata corporation itself and the Cameray Gardens common property. In filing these CPLs, your client has demonstrated a fundamental misunderstanding about the structure of this transaction.

Your client has no contractual relationship with any of the individual strata unit owners and, consequently, no contractual right to claim an estate or interest in their units. Your client's contractual rights are set out in the PSA (if still enforceable) and are with the strata corporation as represented by the Liquidator. By filing CPLs against title to the individual units, your client has and will continue to cause financial hardship to those owners with mortgages and other financial security on title. By filing the CPLs, your client has likely put each of these owners into default with their lenders and denied them access to credit. The lenders are likely to cease advancing credit to these people and take steps to call the loans or foreclose on their security.

Your client has also overlooked the fact that at all times the PSA contemplated that individual strata unit owners may still sell their particular units to third parties. Any third party purchaser of a unit buys subject to the strata wind-up order and the PSA (when it was still enforceable). Filing the CPLs precludes this.

Both of these outcomes are a breach of the PSA (if still enforceable) and visit an unacceptable hardship and inconvenience on all these owners. The CPLs must be discharged immediately, failing which we will bring an application to have the CPLs discharged under section 256 of the *Land Title Act*. In the event that application is necessary, we will seek costs against your client payable forthwith in any event of the cause.

Please provide us by the end of day tomorrow (December 20, 2023) with a registerable form of discharge for all the CPLs registered on title to the individually owned strata units of Cameray Gardens.

Our client is also concerned about the financial wherewithal of your client, a numbered company, to pay an adverse costs award in the Action. We write to notify you that, subject to any response to this letter, our client intends to bring a security for cost application. In advance of that, we asked that you provide us with sufficient evidence to establish that your client has the financial wherewithal to pay any cost award made against it in this matter. Based on our searches, it does not appear that your client has any assets in British Columbia.

Yours very truly,

LAWSON LUNDELL LLP



Peter J. Roberts, K.C.

PJR/acc2

cc. Crowe MacKay & Company Ltd.  
Jennifer Williams, MLT Aikins LLP ([jwilliams@mltaikins.com](mailto:jwilliams@mltaikins.com))