



Affidavit #1 of Cecil Cheveldave
Sworn on December 22, 2022

No. KEL-S-H-135244
KELOWNA REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

HARBOURFRONT HOLDINGS LTD.

PETITIONER

AND:

1245946 B.C. LTD.
RICHARD VERNON PROVOST
LINDSAY ANDREA KNITTER
HIS MAJESTY THE KING IN RIGHT OF CANADA
OCCUPANTS OF THE LANDS
CHAD MOENCH, BRAYDEN HESSLER, HAYLEY CARTWRIGHT
FRANCOIS ST. ONGE AND VILAY KHAMMMANIVONG
SARAH GARNISS AND COLE COLE
NATHAN OBRIGEWITSCH, JEN OBRIGEWITSCH AND JULIE PILLON
LEANNE ROCKWELL AND ANTHONY WARMANN
JOHN ALEX MCGREGOR AND AMANDA MCGREGOR

RESPONDENTS

AFFIDAVIT

I, Cecil F. Cheveldave, of Suite 600 – I, 235 First Avenue, Kamloops, BC, V2C 3J4, MAKE OATH AND SAY THAT:

1. I am President of C. Cheveldave & Associates Ltd., the Receiver of the Lands of 1245946 BC Ltd. (the “**Receiver**”) in this matter, and as such have personal knowledge of the matters and facts herein deposed to except where stated to be on information and belief and where so stated do verily believe the same to be true.
2. The Receiver was appointed in these proceedings by an Order made on November 23, 2022 (the “**Receivership Order**”) in respect of Lands (as defined in the Receivership Order) owned by the Respondent 1245946 BC Ltd. (the “**Debtor**”). The Respondent Richard Provost is the director of the Debtor.
3. The Receivership Order provided the Receiver with the authority to borrow up to \$25,000 for funding the exercise of the Receiver’s duties and powers.
4. The Lands consist of a six-unit residential development located at 1275 Brookside Avenue in Kelowna, BC. The information available to the Receiver indicates the residential development is fully occupied and rented.

5. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a true copy of the Receivership Order.
6. The Receiver has compiled a cash flow projection for the next six months (January 2023 to June 2023) to outline the estimated projected cash requirements for operating this Receivership.
7. Attached hereto and marked as **Exhibit "B"** to this my Affidavit is a true copy of the Receiver's cash flow projection which provides that it may be necessary to borrow up to \$175,000 over the next six months in addition to the \$25,000 that was authorized in the Receivership Order. To date, the Receiver has borrowed \$10,000 of the authorized \$25,000.
8. The need for increased borrowings is due in part to the failure of Respondents to pay rents to the Receiver.
9. In compiling portions of the cash flow projection, the Receiver has relied on limited information that is available to it as well as utilizing the assumptions that are set out in the cash flow projection. The Receiver anticipates making disbursements for the following items:
 - a. Repairs and Property Maintenance – amounts based on anticipated costs for snow removal and overall property maintenance;
 - b. Property Management Services / Advisory – amounts based on estimated amounts expected to be incurred for property management assistance to attract and vet prospective tenants and related matters;
 - c. Utilities – the Receiver anticipates that it may need to take over the utility accounts (electricity, natural gas, internet) for all units. Provision for higher costs during winter months have been included.
 - d. Receiver's Agents & Consultants – these amounts are based on anticipated utilization of process servers, bailiffs and other related services;
 - e. Professional Fees (Receiver and Receiver's Legal Counsel) – these amounts are estimated based on the estimated time involvement required by the Receiver and its legal counsel;
 - f. Outstanding Property Taxes & Municipal Utilities – these amounts are based on information recently received from the City of Kelowna;
 - g. First Mortgage Payment – the amount of the monthly first mortgage payment is based on information provided by BMO who is the first place mortgage holder;
 - h. Miscellaneous & Contingency Amounts – as we have yet to obtain books, records or accounting data, we do not know at this time the extent or frequency of unplanned /

unforeseen matters so we have prudently attempted to provide for such unknowns by setting out estimates for miscellaneous and contingency items.

10. The Debtor has been and continues to be uncooperative with the Receiver. Since being appointed as Receiver on November 23rd, we have received virtually no information requested from the Debtor.
11. The only information provided from the Debtor to date has been a copy of documents relating to the need to renew property insurance. We have not received copies of any tenancy agreements or other information about the property despite requests.
12. Attached hereto and marked together as **Exhibit "C"** are copies of email communications between the Receiver and Mr. Provost as director of the Debtor. Despite the reference to a possible sale of the Lands in Mr. Provost's email, the Receiver has not been advised that a sale is proceeding.
13. Following pronouncement of the Receivership Order, the Receiver initially communicated with the tenants by telephone, email and/or text message.
14. Attached hereto and marked together as **Exhibit "D"** are copies of email communication sent by the Receiver to tenants of Unit 2.
15. Attached hereto and marked together as **Exhibit "E"** are copies of text communications sent by the Receiver to tenants of Unit 3.
16. Attached hereto and marked together as **Exhibit "F"** are copies of text and email communications sent by the Receiver to tenants of Unit 4.
17. Attached hereto and marked together as **Exhibit "G"** are copies of email communications sent by the Receiver to tenants of Unit 5. The tenant advised that rent was paid to Mr. Provost, however no confirmation has been received from the tenant and Mr. Provost has not advised that any rent for November or December was received from this tenant (or from any other tenant).
18. Notwithstanding the Receivership Order and the Receiver's communications, the Receiver has received no rents or tenancy agreements from the tenants of Units 2, 3, 4 and 5.
19. I am advised by Jim Gilchrist of the Receiver's office and verily believe that on Saturday, December 10, 2022, he personally attended at Units 2, 3, 4 and 5 to hand deliver a letter from the Receiver and a copy of the Receivership Order to each of them. None of the tenants answered their doors and therefore Mr. Gilchrist posted the documents to the door of each unit.
20. Attached hereto and marked together as **Exhibit "H"** are copies of the Receiver's December 10th letters to Units 2, 3, 4 and 5 (without the Receivership Order enclosure) along with photographs showing the posting to the doors.

21. The tenants in the two remaining units, Units 1 and 6, have provided the Receiver with copies of their tenancy agreements and have paid rents to the Receiver.
22. It appears that another company, 1245948 BC Ltd., is listed as the landlord in the tenancy agreements for Units 1 and 6. Attached hereto and marked as **Exhibit "I"** is a copy of the first page of the tenancy agreements for Units 1 and 6 with the personal information of the tenants redacted. I note that the "address for service" in the tenancy agreement is indicated to be the address for the "landlord's agent".
23. The Receiver does not know what arrangements may have been made between 1245948 BC Ltd. and the Debtor, or whether 1245948 BC Ltd. is named as landlord in any of the other tenancy agreements. Attached hereto and marked as **Exhibit "J"** is a copy of the company search for 1245948 BC Ltd. showing Mr. Provost as the director.
24. To date there has been virtually no response to the Receiver from any of the tenants of Units 2, 3, 4 and 5. The Receiver has not received any information that has been requested from those tenants. In particular no rent payments have been received by the Receiver from any of them. In addition, the Receiver has not been provided with any information confirming that the tenants of those units have paid their rent for the months of November 2022 and December 2022 to anyone.
25. Despite requests made to the Debtor and to each of the tenants, no tenancy agreements have been provided to the Receiver for Units 2, 3, 4 and 5 and therefore the particulars of those tenancy agreements are unknown to the Receiver.
26. Additionally, the Receiver has no information about the security deposits for those Units, nor where the security deposits for any of the six Units are being held, or by whom.
27. Attached hereto and marked together as **Exhibit "K"** are copies of notices issued by the Receiver to the tenants of Units 2, 3, 4 and 5 on December 22, 2022, in which those tenants are requested to vacate pursuant to paragraph 3 of the Receivership Order, if rents are not paid in full by January 1, 2023.

SWORN (OR AFFIRMED) BEFORE ME at
the City of Kamloops, in the Province of
British Columbia, on December 22, 2022.

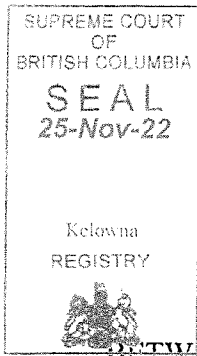


A Commissioner for taking Affidavits
in the Province of British Columbia.



CECIL CHEVELDAVE

Sherryl A. Dubo
Barrister & Solicitor
McMILLAN DUBO LLP
#401-121 5th AVENUE
KAMLOOPS, BC V2C 0M1



This is Exhibit " A " referred to in the
affidavit of C. Cheveldave

Sworn before me at Kamloops
In the Province of British Columbia
this 22 day of December 20 22

[Signature]

A Commissioner for taking Affidavits within British Columbia

No. KEL-S-H-135244
KELOWNA REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

HARBOURFRONT HOLDINGS LTD.

PETITIONER

AND:

1245946 B.C. LTD.
RICHARD VERNON PROVOST
LINDSAY ANDREA KNITTER
HER MAJESTY THE QUEEN IN RIGHT OF CANADA
OCCUPANTS OF THE LANDS

RESPONDENTS

**ORDER MADE AFTER APPLICATION
(RECEIVERSHIP ORDER)**

BEFORE

MASTER SCHWARTZ

WEDNESDAY, THE 23rd DAY
OF NOVEMBER, 2022

ON THE APPLICATION of the Petitioner for an Order pursuant to Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "LEA") appointing C. Cheveldave & Associates Ltd. as Receiver (in such capacity, the "Receiver") without security, of Lands as described below, coming on for hearing this day at Kelowna, British Columbia.

AND ON READING the Affidavit ## of Lisa Trenzek sworn November 10, 2022 and the consent of C. Cheveldave & Associates Ltd to act as the Receiver; AND ON HEARING Sherryl Dubo, Counsel for the Petitioner, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. Pursuant to Section 39 of the LEA C. Cheveldave & Associates Ltd. is appointed Receiver, without security, of lands legally described as:

PID: 031-114-440

Strata Lot 1, Section 19, Township 26, ODYD, Strata Plan EPS6505

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PID: 031-114-458
Strata Lot 2, Section 19, Township 26, ODYD, Strata Plan EPS6505

PID: 031-114-466
Strata Lot 3, Section 19, Township 26, ODYD, Strata Plan EPS6505

PID: 031-114-474
Strata Lot 4, Section 19, Township 26, ODYD, Strata Plan EPS6505

PID: 031-114-482
Strata Lot 5, Section 19, Township 26, ODYD, Strata Plan EPS6505

PID: 031-114-491
Strata Lot 6, Section 19, Township 26, ODYD, Strata Plan EPS6505

(collectively the “**Lands**”).

RECEIVER’S POWERS

2. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Lands and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Lands and any and all receipts and disbursements arising out of or from the Lands, and, for greater certainty, the Receiver is authorized and empowered to:
 - (i) collect, get in and receive the rents and profits from the Lands and to retain and employ some competent person or persons to assist the Receiver in the collection of the said rents;
 - (ii) to enter into such lease or leases of any part of the Lands and the let the same from time to time upon such terms as the Receiver shall consider advisable and to fix daily, weekly, monthly, or yearly or other rents of the Lands or part thereof at such sum or sums as it may consider proper under the circumstances; and
 - (iii) obtain from Bank of Montreal the particulars of the amount outstanding under Bank of Montreal’s first mortgage registered against title to the Lands under registration no. CA8663026 (“**BMO Mortgage**”), may make payment to Bank of Montreal of any arrears outstanding under the BMO Mortgage as of the date of pronouncement of this Order, and may make payments to Bank of Montreal under the Mortgage from and after pronouncement of this Order;
 - (b) to receive, preserve and protect the Lands, or any part or parts thereof, including, but not limited to, changing locks and security codes, engaging independent

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security personnel, taking physical inventories, taking whatever steps it may consider advisable for repairing and preserving the Lands or any part thereof, and placing such insurance coverage as may be necessary or desirable;

- (c) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
- (d) to execute, assign, issue and endorse documents of whatever nature in respect of the Lands for any purpose pursuant to this Order;
- (e) to undertake environmental or workers' health and safety assessments of the Lands;
- (f) subject to further order of the Court, to market any or all of the Lands, including advertising and soliciting offers in respect of the Lands or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (g) subject to further order of the Court, to apply for any vesting order or other orders necessary to convey the Lands or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances affecting such Lands;
- (h) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Lands and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (i) to register a copy of this Order and any other Orders in respect of the Lands against title to any of the Lands;
- (j) to apply for any permits, licences, approvals or permissions in connection with the Lands as may be required by any governmental authority and any renewals thereof, if considered necessary or appropriate by the Receiver; and
- (k) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Respondents, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. Each of (i) the Respondents and (ii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order including without limitation all persons occupying the Lands as tenants (all of the forgoing, collectively, being "**Persons**" and each a "**Person**") shall forthwith grant immediate and continued access to

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the Lands to the Receiver, and shall deliver and vacate all such Lands to the Receiver upon the Receiver's request.

4. All Persons shall upon the Receiver's request, advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Lands (collectively, the "**Records**") in that Person's possession or control and including without limitation copies of all leases, tenancy agreements, licences and insurance certificates in connection with the Lands.
5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO INTERFERENCE WITH THE RECEIVER

8. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, licence or permit held by the Respondents in relation to the Lands, without written consent of the Receiver or leave of this Court, and for greater certainty:
 - (a) all Persons who occupy the Lands as tenants shall pay their rents in respect of the Lands to the Receiver until such time as the Receiver provides written direction otherwise or until further Order of this Court;

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- (b) in respect of the rents which came due and owing in respect of the Lands between October 14, 2022 and the date of pronouncement of this Order (the “**Assigned Rents**”):
 - (i) all Persons who occupy the Lands as tenants shall forthwith pay the Assigned Rents to the Receiver (in accordance with the letter dated October 14, 2022 issued on behalf of the Petitioner pursuant to which notice was given to such Persons to pay rents to the Petitioner under the Petitioner’s Assignment of Rents which forms part of the Mortgage);
 - (ii) any Assigned Rents which have been received by the Respondent 1245946 B.C. Ltd. shall be paid over by the Respondent 1245946 B.C. Ltd. to the Receiver within 5 business days of the pronouncement of this Order; and
 - (iii) the obligation to pay Assigned Rents to the Receiver hereunder shall be joint and several as between the Respondent 1245946 B.C. Ltd. and the corresponding tenant(s) and the Receiver shall be at liberty to pursue payment from any or all of them.

RECEIVER TO HOLD FUNDS

- 9. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Lands and the collection of any accounts receivable, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post-Receivership Accounts**”) and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

LIMITATION ON ENVIRONMENTAL LIABILITIES

- 10. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Lands that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.
- 11. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Lands within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.

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12. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
 - (a) before the Receiver's appointment; or,
 - (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

LIMITATION ON THE RECEIVER'S LIABILITY

13. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except any gross negligence or wilful misconduct on its part.

RECEIVER'S ACCOUNTS

14. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Lands as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a charge on the Lands in priority to all other interests in the Lands except for the interest of the Bank of Montreal under the BMO Mortgage.
15. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
16. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

17. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed **\$25,000** (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The Lands shall be and are charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances,

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statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
19. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
20. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

21. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the Lands.

GENERAL

22. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
23. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondents 1245946 B.C. Ltd. and/or Richard Provost.
24. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
25. The Petitioner shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Petitioner's security or, if not so provided by the Petitioner's security, then on a substantial indemnity basis to be paid by the Receiver from monies collected or received by the Receiver, if any, with such priority and at such time as this Court may determine.

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26. Endorsement of this Order by counsel appearing on this application other than the Petitioner is 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.



Signature of Sherryl A. Dubo
Lawyer for the Petitioner

Digitally signed by
Jaque, Laurel

By the Court

Registrar

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT

\$ _____

1. THIS IS TO CERTIFY that C. Cheveldave & Associates Ltd., the Receiver ("**Receiver**") of lands legally described as:

PID: 031-114-440

Strata Lot 1, Section 19, Township 26, ODYD, Strata Plan EPS6505

PID: 031-114-458

Strata Lot 2, Section 19, Township 26, ODYD, Strata Plan EPS6505

PID: 031-114-466

Strata Lot 3, Section 19, Township 26, ODYD, Strata Plan EPS6505

PID: 031-114-474

Strata Lot 4, Section 19, Township 26, ODYD, Strata Plan EPS6505

PID: 031-114-482

Strata Lot 5, Section 19, Township 26, ODYD, Strata Plan EPS6505

PID: 031-114-491

Strata Lot 6, Section 19, Township 26, ODYD, Strata Plan EPS6505

(collectively the "**Lands**").

appointed by Order of the Supreme Court of British Columbia (the "**Court**") dated the ____ day of _____, 2022 (the "**Order**") made in SCBC Action No. KEL-S-H-135244 has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$25,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [~~daily~~] [~~monthly~~] not in advance on the ____ day of each month after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of ____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant

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to the Order or to any further order of the Court, a charge upon the Lands in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Lands in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Lands as authorized by the Order and as authorized by any further or other order of the Court.

The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 202__.

C. Cheveldave & Associates Ltd., solely in its
capacity as Receiver of the Lands, and not in
its personal capacity

Per:
Name:
Title:

No. KEL-S-H-135244
KELOWNA REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

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PETITIONER

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RICHARD VERNON PROVOST
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HER MAJESTY THE QUEEN IN
RIGHT OF CANADA
OCCUPANTS OF THE LANDS

RESPONDENTS

ORDER MADE AFTER APPLICATION
(RECEIVERSHIP ORDER)

FILE NO. 5001-108

SAD/rl

MCMILLAN DUBO LLP
401, 121 5th Avenue
Kamloops, BC V2C 0M1
Phone: 778-765-1701

1245946 BC Ltd. - In Receivership**Projected Cash Flow**

January 2023 to June 2023

Exhibit B

Item	Notes	January	February	March	April	May	June	Total
Projected Opening Cash Balance	1	\$1,460	(\$38,265)	(\$89,990)	(\$151,445)	(\$165,170)	(\$170,095)	\$1,460
Projected Cash Inflows:								
Rental Receipts	2	\$7,500	\$7,500	\$7,500	\$21,500	\$21,500	\$21,500	\$87,000
Receivers Certificates	3	\$15,000	\$0	\$0	\$0	\$0	\$0	\$15,000
<i>Total Projected Cash Inflows</i>		<i>\$22,500</i>	<i>\$7,500</i>	<i>\$7,500</i>	<i>\$21,500</i>	<i>\$21,500</i>	<i>\$21,500</i>	<i>\$103,460</i>
TOTAL PROJECTED CASH AVAILABLE		\$23,960	(\$30,765)	(\$82,490)	(\$129,945)	(\$143,670)	(\$148,595)	\$104,920
Projected Cash Outflows:								
Repairs & Property Maintenance	4	\$5,000	\$5,000	\$3,500	\$2,500	\$1,500	\$1,500	\$19,000
Property Management Services / Advisory	5	\$5,000	\$3,500	\$0	\$0	\$0	\$0	\$8,500
Utilities	6	\$4,500	\$4,500	\$3,900	\$3,000	\$2,700	\$2,400	\$21,000
Receiver's Agents & Consultants		\$2,500	\$2,000	\$0	\$0	\$0	\$0	\$4,500
Professional Fees - Receiver		\$18,000	\$18,000	\$10,000	\$7,500	\$5,000	\$5,000	\$63,500
Professional Fees - Receiver's Legal Counsel		\$10,000	\$9,000	\$7,500	\$5,000	\$0	\$0	\$31,500
Outstanding Property Taxes & Municipal Utilities		\$0	\$0	\$26,830	\$0	\$0	\$0	\$26,830
Mortgage Payment (First Mortgage)	7	\$12,725	\$12,725	\$12,725	\$12,725	\$12,725	\$12,725	\$76,350
Miscellaneous	8	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$12,000
Contingency		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$15,000
<i>Total Projected Cash Outflows</i>		<i>\$62,225</i>	<i>\$59,225</i>	<i>\$68,955</i>	<i>\$35,225</i>	<i>\$26,425</i>	<i>\$26,125</i>	<i>\$278,180</i>
PROJECTED CASH BALANCE, END OF MONTH		(\$38,265)	(\$89,990)	(\$151,445)	(\$165,170)	(\$170,095)	(\$174,720)	(\$174,720)

Notes:

- Projected opening cash balance at January 1, 2023 is \$1,460.
- Assuming rental receipts for Units #1 and #6 only for January to March, then assuming all units rented as of April 1, 2023.
- Proceeds from remaining amount of authorized Receiver's borrowings (current authorized limit is \$25,000).
- Estimated amount for snow clearing and property maintenance.
- Estimated amount for property management services to assist with attracting and vetting new tenants.
- Current working assumption is that the Receiver will need set up utility accounts for all units.
- Amounts based on information from the City of Kelowna.
- Monthly mortgage payment amount based on information received from BMO.

This is Exhibit "B" referred to in the affidavit of C. Cheveldade Sworn before me at Kamloops In the Province of British Columbia this 22 day of December 2022

Adulro
A Commissioner for taking Affidavits within British Columbia

From: Cecil Cheveldave <ctcheveldave@telus.net>
Sent: Friday, December 2, 2022 3:11 PM
To: 'Richard Provost' <richard@pmbchomebuyers.ca>; 'Robert Starke' <rstarke@benzonlawllp.com>;
 'Andrew Prior' <Andrew.prior@pihl.ca>
Subject: RE: 1245946 BC Ltd Receivership - Information Request - 2

Hi Richard,

I'm following up on the request below.

Can you please arrange to have the information that has been requested below provided? I've been advised that there may be some units where utilities are included with the rent (Unit 1 for example). For the rental agreements where utilities are included, can you please provide me with the respective account numbers for those utilities and the corresponding unit numbers please?

I spoke with Andrew this morning concerning the sale contract matter. As he is now in contact with Harbourfront's counsel, no need to send me copies of the sale contract documentation at this point.

Thanks.

Cecil Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
President

C. Cheveldave & Associates Ltd.
Suite 600-I, 235 – 1st Avenue
Kamloops, BC V2C 3J4

250-819-8614
ctcheveldave@telus.net
www.cheveldave.ca
www.linkedin.com/in/cecil-cheveldave

This is Exhibit " C " referred to in the
 affidavit of Ce Cheveldave

Sworn before me at Kamloops
 In the Province of British Columbia
 this 22 day of December 20 22

A. Oulro
 A Commissioner for taking Affidavits within British Columbia

From: Richard Provost <richard@pmbchomebuyers.ca>
Sent: Saturday, November 26, 2022 10:04 PM
To: Cecil Cheveldave <ctcheveldave@telus.net>; Robert Starke <rstarke@benzonlawllp.com>; Andrew
 Prior <Andrew.prior@pihl.ca>
Subject: Re: 1245946 BC Ltd Receivership - Information Request

I'll instruct my lawyer to respond.

Sincerely,

Richard Provost

On Nov 26, 2022, at 2:11 PM, Cecil Cheveldave <ctcheveldave@telus.net> wrote:

Hi Richard,

Would you be able to forward the following information to me:

1. Copies of the rental / tenancy agreements that are currently in place for the Brookside units.
2. Most recent rent roll.
3. Are there any tenants that were in arrears prior to rents being assigned to Harbourfront? If so, can you supply those details.
4. Copy of the current insurance policy and broker information.

Concerning your email yesterday regarding the two executed purchase and sale contracts that are in place, if you would like me to provide copies of those to Harbourfront and its legal counsel, I would be happy to do so if you want to send that information to me.

Thanks.

Cecil Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
President

C. Cheveldave & Associates Ltd.
Suite 600-I, 235 – 1st Avenue
Kamloops, BC V2C 3J4

250-819-8614
ctcheveldave@telus.net
www.cheveldave.ca
www.linkedin.com/in/cecil-cheveldave

From: Richard Provost <richard@pmbchomebuyers.ca>
Sent: Wednesday, December 7, 2022 3:42 PM
To: Cecil Cheveldave <ctcheveldave@telus.net>
Cc: Andrew Prior <Andrew.prior@pihl.ca>
Subject: Fwd: PAYMENT OVERDUE : Owners of Strata Plan EPS6505 a/o 1245946 BC Ltd - 22-23 Renewal Documents

Please see the attached. Since I am not receiving any of the rent who is to pay the bills?

Sincerely,

Richard Provost

Begin forwarded message:

From: Lisa Jabbusch <ljabbusch@capricmw.ca>
Date: December 7, 2022 at 3:16:33 PM PST
To: Richard Provost <richard@pmbchomebuyers.ca>
Subject: PAYMENT OVERDUE : Owners of Strata Plan EPS6505 a/o 1245946 BC Ltd - 22-23 Renewal Documents

Good Afternoon Richard,

Payment of this Strata policy for EPS6505 is now overdue by over 90 days, this policy needs to be paid by **December 21, 2022 (within two weeks, or cancellation for non-payment will commence).**

Please contact me at your earliest convenience.

Regards,

Lisa Jabbusch

Lisa Jabbusch, CAIB
 Commercial Risk Advisor
 T 250 869 3927 TF 1 800 670 1877
 E ljabbusch@capricmw.ca
 100 - 1500 Hardy Street, Kelowna, BC V1Y 8H2

CapriCMW.ca

CapriCMW and Rogers Insurance have merged to become Acera Insurance.
 Learn more

CONFIDENTIALITY NOTICE: This email and any attachments are confidential and protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this email and any attachments is prohibited. If you have received this email in error, please notify us immediately by replying to this email and delete this copy from your system. Coverage cannot be bound, changed, or deleted without confirmation from a licensed broker. CapriCMW Advisors that serve clients based in Ontario are licensed with the Registered Insurance Brokers of Ontario (RIBO), and all RIBO licensees are required to share certain documents with clients. Click here to review the documents. If you no longer wish to receive electronic communications from CapriCMW Insurance Services Ltd., please reply to this email with "Unsubscribe" in the subject line.

From: Jaclyn Locking

Sent: Thursday, November 17, 2022 2:34 PM

To: richard@pmbchomebuyers.ca

Subject: FW: Owners of Strata Plan EPS6505 a/o 1245946 BC Ltd - 22-23 Renewal Documents

Hi Richard,

I hope all is well, just wanted to send a reminder with respect to payment. Please advise when we can see this premium cleared up.

Thank you,

From: Jaclyn Locking

Sent: Thursday, October 6, 2022 12:20 PM

To: richard@pmbchomebuyers.ca

Subject: FW: Owners of Strata Plan EPS6505 a/o 1245946 BC Ltd - 22-23 Renewal Documents

Hi Richard,

I just wanted to send a remind with respect to payment on this account for your August 28th renewal. Our invoice is enclosed.

For your convenience, we have various payment options available such as credit card, cash, cheque, online banking and pre-authorized debit.

Website Payment Services with SimplePin:

Go to our website payment page at <https://capricmw.ca/pay>. Enter your **Account Number: EPS6AO1-01**, and your **Invoice No: 184582**. Then choose one of the following options:

Online Banking:

Pay with online banking via **SimplePin**

Visa, MasterCard, or American Express

You can charge any amount you would like and we accept all three major credit cards for Premiums via **SimplePin**. **SimplePin** convenience fees will apply at **2.5% + \$0.30 per transaction**

e-Check:

Pre-authorized debit from your bank account, via **SimplePin**.

Please let us know if you have any questions at all or require anything further.

Thank you!

From: Jaclyn Locking
Sent: Friday, September 23, 2022 2:50 PM
To: richard@pmbchomebuyers.ca
Subject: Owners of Strata Plan EPS6505 a/o 1245946 BC Ltd - 22-23 Renewal Documents

Good afternoon Richard,

***RE: Owners of Strata Plan EPS6505
Strata Insurance***

Further to your correspondence with Lisa, please see attached formal renewal documents for strata **EPS6505** effective August 28, 2022. I can confirm payment has been received in full, thank you.

We ask that you review the attached policy to ensure the details are correct and advise us if any changes are required. We also recommend that you read the policy wordings, paying particular attention to the Limits of Insurance and Policy Exclusions.

We do require signatures on your Statement of Values and Renewal Application. Please forward as soon as you can.

Thank you for entrusting CapriCMW with your insurance requirements. We value your business and will do our utmost to ensure it is handled in a competent and professional manner. Please do not hesitate to contact us if there are any questions or if any changes are required.

Kind Regards,

STATEMENT OF VALUES

INSURED: EPS6505 a/o 1245946 BC Ltd. P.O. Box 430

POLICY NUMBER: 684085

POLICY EFFECTIVE DATE: August 28, 2022 to POLICY EXPIRY DATE: August 28, 2023

RISK LOCATION: 1275 Brookside Ave., Kelowna, BC V1Y 5T5Percent Co-Ins. Stated Amount Co-Ins. Yes

Subject to signed statement of values received

LOCATION ITEMS	LOC # 1	LOC # 2	LOC # 3	ITEM TOTALS
Buildings and Permanent Fixtures	2,646,000			
Exterior Paving	Included			
Bylaws	Included			
Debris Removal (per policy wording)	Included			
Contents & Equipment	52,500			
Electronic Data Processing Equipment (excluding Laptops Off Premises)				
Laptop Computers (Off Premises)				
Tenants Improvements				
Stock				
Signs and Awnings				
Owners Tools (Off Premises)				
Employees Tools (Off Premises)				
Customers Goods				
Location Sub Total	2,698,500			
Business Interruption				

ALL PROPERTY TOTAL	2,698,500
BUSINESS INTERRUPTION TOTAL	

STATE HOW ABOVE VALUES DETERMINED (I.E. APPRAISAL, CONTRACTORS EST., ETC.)

Per Insured's Estimates & Inflation

PLANNED CAPITAL EXPENDITURES OVER NEXT 12 MONTHSTO BUILDINGS TO EQUIPMENT

THE VALUES SHOWN ABOVE, EXCEPT FOR STOCK, CUSTOMERS GOODS AND EMPLOYEES TOOLS ARE BASED ON THE COST OF REBUILDING OR REPLACING WITH NEW MATERIALS OF SIMILAR KIND AND QUALITY AT TODAY'S PRICES ON ONE OF THE FOLLOWING BASIS:

A) ACTUAL CASH VALUE

B) REPLACEMENT COST

Depreciation Taken

No Depreciation

THE VALUES SHOWN ABOVE FOR STOCK ARE BASED ON COST PRICE UNLESS OTHERWISE STATED THE VALUES SHOWN ABOVE FOR CUSTOMERS GOODS ARE ACTUAL CASH VALUE THE VALUES SHOWN ABOVE FOR EMPLOYEES TOOLS IS REPLACEMENT COST or ACTUAL CASH VALUE THE FOLLOWING PROPERTY ON THE PREMISES IS **NOT INCLUDED** IN THE VALUES AND IS EXCLUDED FROM INSURANCE:

I/WE HEREBY CERTIFY THAT THE VALUES GIVEN HEREIN REPRESENT TO THE BEST OF MY/OUR KNOWLEDGE THE ACTUAL VALUE OF THE PROPERTY DESCRIBED IF TO BE INSURED ON AN ACTUAL CASH BASIS OR THE COST OF REPLACEMENT OF THE PROPERTY DESCRIBED IF TO BE INSURED ON REPLACEMENT COST BASIS. THE ATTENTION OF THE SIGNATORY IS DRAWN TO STATUTORY CONDITION #1 OF THE POLICY WHICH READS AS FOLLOWS: MISREPRESENTATION IF ANY PERSON APPLYING FOR INSURANCE FALSELY DESCRIBES THE PROPERTY TO THE PREJUDICE OF THE INSURER, OR MISREPRESENTS OR FRAUDULENTLY OMITTS TO COMMUNICATE ANY CIRCUMSTANCE WHICH IS MATERIAL TO BE MADE KNOWN TO THE INSURER IN ORDER TO ENABLE IT TO JUDGE THE RISK TO BE UNDERTAKEN, THE CONTRACT SHALL BE VOID AS TO ANY PROPERTY IN RELATION TO WHICH THE MISREPRESENTATION OR OMISSION IS MATERIAL.

SIGNATURE OF INSURED: _____ POSITION: _____ DATE: _____

PLEASE SIGN AND RETURN TO CapriCMW INSURANCE OR FAX TO 250-860-1213

GUIDE TO COMPLETING A STATEMENT OF VALUES

Failure to insure to value can be very costly on partial as well as total losses.

As insurance brokers we are not qualified to comment on valuations or assist in determining values and we take no responsibility for failure to insure to value.

We can however offer some suggestions on matters to consider when establishing values:

a) Buildings:

Buildings are generally insured on a replacement cost basis and this must be reviewed and adjusted annually to keep pace with building costs. This value is best established by a professional appraisal and adjusted annually for inflation. Second best is an estimate prepared by a qualified building contractor.

b) By-Laws:

Change in building by laws can add considerably to the cost of repair or reconstruction. Items such as automatic sprinklers, handicap washrooms, electrical upgrades, parking, landscaping, enlarging water lines etc can add significantly to the replacement cost of a building. We suggest adding a separate and distinct limit to cover by-laws. In the case of buildings over 10 years old the local building authorities should be consulted to assist in establishing limit.

c) Demolition and Debris Removal:

The cost of clean up and removal is also underestimated by most people. We suggest adding a separate and distinct limit to cover additional demolition and debris removal costs. The demolition and removal costs for buildings, in addition to hauling away the debris, can include additional containment requirements for hazardous substances including, but not limited to; asbestos in drywall mud, vermiculite in cinder blocks and asbestos in textured ceilings or sheet flooring. In the case of buildings built prior to 1990 or buildings that may contain hazardous materials, we recommend hiring an environmental consultant to assist in establishing values.

d) Equipment:

Many businesses acquire their equipment on a depreciated basis when they purchase the business or purchase used equipment on the open market which might be very inexpensive during down-turns in the economic cycle. Often a loss occurs at an inopportune moment when the business cycle may have changed and used equipment is not available or very expensive, so consideration should be given to insuring equipment on a replacement cost (new for old) basis. Great care should be taken in determining these values by contacting suppliers; not relying on accounting records, which often list equipment at book value. If you are not insuring to replacement cost the policy should be issued on an Actual Cash Value basis.

Note: Functional Obsolescence

You may have a piece of equipment which functions very well for your purposes but if it were damaged or destroyed could not be replaced except with a piece of state of the art equipment which may cost several times the amount of the original. This should also be factored into your valuation.

e) Leasehold Improvements:

Like buildings leaseholds should be insured on a replacement cost basis which can be established by the actual cost incurred adjusted for inflation or by builders estimate. A case can be made for double insurance on leaseholds as both the landlord and the tenant have an insurable interest in this property and leaseholds may be factored into a building appraisal depending upon the type of Building (e.g. an office or professional building).

f) Stock:

Inventory is almost always insured for actual cash value or the actual cost to acquire, and can usually be readily determined from accounting records. Businesses with large inventory values which fluctuate seasonally may want to consider a stock reporting form.

Exceptions:

- a. Obsolete stock should be insured at net saleable value.
- b. Stock purchased in advance of season may be expensive to replace if loss occurs during peak season so pre-season purchase discounts should be added to inventory value.

**BROKER**

CapriCMW Insurance Services Ltd.
100-1500 HARDY ST
KELOWNA, BC V1Y 8H2
PH: 1.250.860.2426 FAX: 1.250.860.1213

2786

Statement of Account**Commercial Property - Renewal****Broker Bill****Policy 684085 Seq 1****Effective Aug 28, 2022 to Aug 28, 2023****NAME AND ADDRESS OF INSURED**

Owners of Strata Plan EPS6505 and/or 1245946 BC Ltd.
P.O. BOX 430
601 CLIFF AVE
ENDERBY, BC V0E 1V2 CA

PLEASE SEND PAYMENT TO YOUR BROKER

PAYMENT OF THE PREMIUM BY THE DUE DATE ALLOWS YOUR POLICY TO REMAIN IN FORCE

Peace Hills General Insurance Company

**NAME AND ADDRESS OF INSURED**

Owners of Strata Plan EPS6505 and/or 1245946 BC
Ltd.
P.O. BOX 430
601 CLIFF AVE
ENDERBY, BC V0E 1V2 CA

**THIS POLICY CONTAINS A
CLAUSE WHICH MAY LIMIT
THE AMOUNT PAYABLE****Policy Period**

From 12:01 AM To 12:01 AM
Aug 28, 2022 Aug 28, 2023

**21
COMMERCIAL PROPERTY POLICY**

POLICY NO: 684085
Broker Bill SEQ: 1
Renewal: Aug 28, 2022
BROKER 2786
CapriCMW Insurance Services Ltd.
100-1500 HARDY ST
KELOWNA, BC V1Y 8H2
PH: 1.250.860.2426 FAX: 1.250.860.1213

IMPORTANT NOTICE

Please review your policy, deductibles and wordings carefully as they may have changed. Your broker would be pleased to discuss any questions you may have.

Coverage Summary Page**Commercial General Liability Declarations****ADDRESS****RATING INFORMATION**

Ownership of 6-Plex (all units rented, long term) (6650)

COVERAGES**SECTION D:**

	Form	Ded	Ded%	Co-ins	Limit	Rate	Ann Prem	Premium
Commercial General Liability Coverage General Aggregate Limit Coverages A, B and C	7001				\$5,000,000		INCL	INCL
Coverage A. Bodily Injury and Property Damage Liability - Per Occurrence Limit	7001				\$5,000,000		\$1,400	\$1,400
Coverage A. Bodily Injury and Property Damage Liability - Aggregate Limit Products-Completed Operations	7001				\$5,000,000		INCL	INCL
Property Damage Deductible (Per Occurrence)	7001	\$1,000					INCL	INCL
Bodily Injury Deductible (Per Occurrence)	7001	\$1,000					INCL	INCL
Coverage B. Personal and Advertising Injury Liability	7001				\$5,000,000		INCL	INCL
Coverage C. Medical Payments - Limit Per Person	7001				\$5,000		INCL	INCL
Coverage C. Medical Payments - Each Occurrence Limit	7001				\$25,000		INCL	INCL
Coverage D. Tenant's Legal Liability - Limit Any One Location	7001	\$1,000			\$5,000,000		INCL	INCL
Premises Restriction Endorsement	7011						INCL	INCL
S.P.F. No. 6, Standard Non-Owned Automobile Liability, Limit per Occurrence	7100				\$5,000,000		\$65	\$65
S.E.F. No. 99 Excluding Long Term Leased Vehicle Endorsement	7100						INCL	INCL

PREMIUM FOR THESE COVERAGES \$1,465.00

TOTAL PREMIUM FOR THIS TRANSACTION \$8,801.00

2022/08/25

NAA

President & Chief Executive Officer

Peace Hills General Insurance Company Head Office: Edmonton, Alberta

Insured Copy Page 1 of 5



NAME AND ADDRESS OF INSURED

Owners of Strata Plan EPS6505 and/or 1245946 BC
Ltd.
P.O. BOX 430
601 CLIFF AVE
ENDERBY, BC V0E 1V2 CA

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Policy Period

From 12:01 AM To 12:01 AM
Aug 28, 2022 Aug 28, 2023

22
COMMERCIAL PROPERTY POLICY

POLICY NO: 684085
Broker Bill SEQ: 1
Renewal: Aug 28, 2022
BROKER 2786
CapriCMW Insurance Services Ltd.
100-1500 HARDY ST
KELOWNA, BC V1Y 8H2
PH: 1.250.860.2426 FAX: 1.250.860.1213

Location 1

ADDRESS

1275 BROOKSIDE AVE
KELOWNA, BC V1Y 5T5

RATING INFORMATION

Storeys-3, Built-2020, Construction-Frame, Hydrant Protected, Plumbing-Copper 2020, Roofing-Asphalt
Shingles 2020, Primary Heat-Furnace (Central) 2020

Use By Insured Ownership of 6-Plex (all units rented, long term) (6650)

COVERAGES

SECTION B:

	Form	Ded	Ded%	Co-ins	Limit	Rate	Ann Prem	Premium
Commercial Building, Equipment and Stock Broad Form	3001						INCL	INCL
Building	3001	\$5,000		90%	\$2,646,000	0.21	\$5,557	\$5,557
Contents of Every Description	3001	\$5,000		90%	\$52,500	0.26	\$137	\$137
Stated Amount Co-Insurance Clause	3011				\$2,698,500		INCL	INCL
Sewer Back-up Extension Endorsement	3022	\$5,000					\$300	\$300
Flood Endorsement	3014	\$25,000			\$2,698,500	0.01	\$297	\$297
Earthquake Damage Assumption Endorsement	3009	\$100,000	10%		Included	0.01	\$295	\$295
Vandalism By Tenants Deductible Endorsement	3050	\$5,000					INCL	INCL
Freezing and Water Escape Deductible Endorsement	3049	\$5,000					INCL	INCL

OPTIONAL COVERAGES:

Equipment Breakdown Coverage Option 3 (Includes Air Conditioning, Refrigeration and Electronic Equipment), Payment for Damaged Property	8002	\$5,000			\$2,948,500		\$600	\$600
Expediting Expenses					\$100,000		INCL	INCL
Professional Fees					\$100,000		INCL	INCL
Ammonia Contamination					\$250,000		INCL	INCL
Water Damage					\$250,000		INCL	INCL
Hazardous Substance					\$250,000		INCL	INCL
Mould					\$50,000		INCL	INCL
Data Restoration					\$100,000		INCL	INCL
Errors and Omissions					\$100,000		INCL	INCL
Contingent Business Interruption / Extra Expense					\$100,000		INCL	INCL
By-Laws Coverage					\$250,000		INCL	INCL
Spoilage					\$25,000		INCL	INCL
Automatic Coverage for Newly Acquired Property					\$500,000		INCL	INCL



NAME AND ADDRESS OF INSURED

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P.O. BOX 430
601 CLIFF AVE
ENDERBY, BC V0E 1V2 CA

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THE AMOUNT PAYABLE**

Policy Period

From 12:01 AM To 12:01 AM
Aug 28, 2022 Aug 28, 2023

23
COMMERCIAL PROPERTY POLICY

POLICY NO: 684085
Broker Bill SEQ: 1
Renewal: Aug 28, 2022
BROKER 2786
CapriCMW Insurance Services Ltd.
100-1500 HARDY ST
KELOWNA, BC V1Y 8H2
PH: 1.250.860.2426 FAX: 1.250.860.1213

COVERAGES

	Form	Ded	Ded%	Co-ins	Limit	Rate	Ann Prem	Premium
Off Premises Transportable Objects					\$10,000		INCL	INCL
Public Relations					\$5,000		INCL	INCL
Green Coverage					\$25,000		INCL	INCL

OPTIONAL COVERAGES:

Realty Plus Enhanced Endorsement	9041	\$5,000					\$150	\$150
Part I Property Extensions of Coverage		\$5,000					INCL	INCL
Consequential Loss Assumption Clause (Cold Storage)							INCL	INCL
Contingent Liability From Enforcement of Building By-Laws							INCL	INCL
Glass Extension					Included		INCL	INCL
Personal Property of Employees, per employee		\$5,000			\$1,000		INCL	INCL
Removal / Protection of Property		\$5,000					INCL	INCL
Replacement Cost Endorsement		\$5,000					INCL	INCL
Part II Property and Business Interruption Blanket Coverage, Aggregate Limit Per Occurrence		\$5,000			\$500,000		INCL	INCL
Accounts Receivable					Included		INCL	INCL
Automatic Fire Suppression System Recharge Expense		\$5,000			Included		INCL	INCL
Broad Form Amendment Endorsement		\$5,000			Included		INCL	INCL
Computer Form					Included		INCL	INCL
Damage to Buildings By Burglary or Robbery					Included		INCL	INCL
Environmental Improvements		\$5,000			Included		INCL	INCL
Expediting Expenses		\$5,000			Included		INCL	INCL
Extra Expense Insurance Endorsement					Included		INCL	INCL
Fine Arts Form					Included		INCL	INCL
Fire Department Service Charges					Included		INCL	INCL
Growing Plants, Trees or Shrubs in the Open - Per Item Limit \$1,000		\$5,000			Included		INCL	INCL
Home Office Extension		\$5,000			Included		INCL	INCL
Leasehold Interest Coverage					Included		INCL	INCL
Master Key Coverage					Included		INCL	INCL
Professional Fees					Included		INCL	INCL



NAME AND ADDRESS OF INSURED

Owners of Strata Plan EPS6505 and/or 1245946 BC
Ltd.
P.O. BOX 430
601 CLIFF AVE
ENDERBY, BC V0E 1V2 CA

**THIS POLICY CONTAINS A
CLAUSE WHICH MAY LIMIT
THE AMOUNT PAYABLE**

Policy Period

From 12:01 AM To 12:01 AM
Aug 28, 2022 Aug 28, 2023

24
COMMERCIAL PROPERTY POLICY

POLICY NO: 684085
Broker Bill SEQ: 1
Renewal: Aug 28, 2022
BROKER 2786
CapriCMW Insurance Services Ltd.
100-1500 HARDY ST
KELOWNA, BC V1Y 8H2
PH: 1.250.860.2426 FAX: 1.250.860.1213

COVERAGES

	Form	Ded	Ded%	Co-ins	Limit	Rate	Ann Prem	Premium
Roadways, Walkways, Parking Lots		\$5,000			Included		INCL	INCL
Valuable Papers and Records					Included		INCL	INCL
Part III Property Coverage and extensions of Coverage with Specified Limits of Coverage		\$5,000					INCL	INCL
Arson Reward Coverage		\$5,000			\$10,000		INCL	INCL
Condominium Unit Owners Extension - Contingent Insurance		\$5,000			\$25,000		INCL	INCL
Condominium Unit Owners Extension - Improvements and Betterments		\$5,000			\$25,000		INCL	INCL
Condominium Unit Owners Extension - Loss Assessments		\$5,000			\$25,000		INCL	INCL
Contents Loaned, Rented or Leased To Others		\$5,000			\$25,000		INCL	INCL
Deferred Sales		\$5,000			\$25,000		INCL	INCL
Exhibition Floater		\$5,000			\$25,000		INCL	INCL
Gross Rentals		\$5,000			\$250,000		INCL	INCL
Inflation Protection		\$5,000			3%		INCL	INCL
Land and Water Pollution Clean-up		\$5,000			\$25,000		INCL	INCL
Newly Acquired Locations - Buildings		\$5,000			\$1,000,000		INCL	INCL
Newly Acquired Locations - Contents		\$5,000			\$500,000		INCL	INCL
Off Premises Services Interruption		\$5,000			\$25,000		INCL	INCL
Other Transit		\$5,000			\$25,000		INCL	INCL
Sales Representative		\$5,000			\$10,000		INCL	INCL
Sign Form		\$5,000			\$25,000		INCL	INCL
Temporary Locations		\$5,000			\$25,000		INCL	INCL
Part IV Crime Coverage		\$5,000					INCL	INCL
Crime Insuring Agreement I - Employee Dishonesty - Form A		\$5,000			\$10,000		INCL	INCL
Crime Insuring Agreement II - Loss Inside the Premises		\$5,000			\$10,000		INCL	INCL
Crime Insuring Agreement III - Loss Outside the Premises		\$5,000			\$10,000		INCL	INCL
Crime Insuring Agreement IV - Money Orders and Counterfeit Paper Currency		\$5,000			\$10,000		INCL	INCL
Crime Insuring Agreement V - Depositors Forgery		\$5,000			\$10,000		INCL	INCL
Crime Insuring Agreement II - Loss Inside the Premises - Limitation Endorsement		\$5,000			\$500		INCL	INCL

PREMIUM FOR THIS LOCATION \$7,336.00

**NAME AND ADDRESS OF INSURED**

Owners of Strata Plan EPS6505 and/or 1245946 BC
Ltd.
P.O. BOX 430
601 CLIFF AVE
ENDERBY, BC V0E 1V2 CA

**THIS POLICY CONTAINS A
CLAUSE WHICH MAY LIMIT
THE AMOUNT PAYABLE****Policy Period**

From 12:01 AM	To 12:01 AM
Aug 28, 2022	Aug 28, 2023

**25
COMMERCIAL PROPERTY POLICY**

POLICY NO:	684085
Broker Bill	SEQ: 1
Renewal:	Aug 28, 2022
BROKER	2786
CapriCMW Insurance Services Ltd. 100-1500 HARDY ST KELOWNA, BC V1Y 8H2 PH: 1.250.860.2426 FAX: 1.250.860.1213	

WORDING

Absolute Asbestos Exclusion
See Standard Endorsement Form Number 9013
Avian Flu Exclusion Endorsement
See Standard Endorsement Form Number 7058

APPLIES TO

Commercial General Liability
Declarations

Communicable Disease Endorsement
See Standard Endorsement Form Number 6099
Computer System and Data Limited Exclusion Endorsement
See Standard Endorsement Form Number 9008
Data Exclusion
See Standard Endorsement Form Number 9007
Fungi and Spore Exclusion
See Standard Endorsement Form Number 9011
Illegal Substance Exclusion
See Standard Endorsement Form Number 9012
Terrorism Exclusion Clause
See Standard Endorsement Form Number 9010

STANDARD MORTGAGE CLAUSE
Approved by the Insurance Bureau of Canada
IT IS HEREBY PROVIDED AND AGREED THAT:

1. Breach of Conditions by Mortgagor, Owner or Occupant — This insurance and every documented renewal thereof — AS TO THE

INTEREST OF THE MORTGAGEE ONLY THEREIN — is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk;

PROVIDED ALWAYS that the Mortgagee shall notify forthwith the Insurer (if known) of any vacancy or non occupancy extending beyond thirty (30) consecutive days or of any transfer of interest or increased hazard THAT SHALL COME TO HIS KNOWLEDGE, and that every increase of hazard (not permitted by the policy) shall be paid for by the Mortgagee — on reasonable demand — from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.

2. Right of Subrogation — Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that — as to the Mortgagor or Owner — no liability therefor existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may at it's option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

3. Other Insurance — If there be other valid and collectible insurance upon the property with loss payable to the Mortgagee — at law or in equity — then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.

4. Who May Give Proof of Loss — In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

5. Termination — The Term of this mortgage clause coincides with the term of the policy;

PROVIDED ALWAYS that the Insurer reserves the right to cancel the policy as provided by Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.

6. Foreclosure — Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

SUBJECT TO THE TERMS OF THIS MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the Mortgagee.

CANCELLATION REQUEST

(To be filled out and signed by the Insured in the event of cancellation)

In consideration of the return of unearned premium, to follow if any, the within policy is hereby cancelled and surrendered, and the interim renewal certificates, if any, for same, acknowledged to be of no effect.

 Effective Date of Cancellation

 Signature of Insured

If payable to other than the Insured, Lienholder or Mortgagee must waive claim

 Signature of Lienholder or Mortgagee

From: Cecil Cheveldave <ctcheveldave@telus.net>
Sent: Thursday, December 8, 2022 12:22 PM
To: 'Richard Provost' <richard@pmbchomebuyers.ca>
Cc: 'Andrew Prior' <Andrew.prior@pihl.ca>
Subject: RE: PAYMENT OVERDUE : Owners of Strata Plan EPS6505 a/o 1245946 BC Ltd - 22-23 Renewal Documents & Information Request - 3

Richard,

The Receiver has contacted the insurance broker regarding this matter.

Thank you for sending the information along.

We note that we have still not received all of the information that we have requested from you on November 26, 2022 as well as December 2, 2022. Namely, the Receiver is seeking the following information from you:

1. Copies of the rental / tenancy agreements that are currently in place for the Brookside units.
2. Most recent rent roll.
3. Are there any tenants that were in arrears prior to rents being assigned to Harbourfront? If so, can you supply those details.
4. Utility account information for those units that have utilities included as part of the rent along with the respective unit numbers.

The Receiver reminds you of your duty to cooperate with the Receivership Order in terms of providing information and documentation.

We look forward to receiving the requested information.

Thank you.

Cecil Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
President

C. Cheveldave & Associates Ltd.
Suite 600-I, 235 – 1st Avenue
Kamloops, BC V2C 3J4

250-819-8614
ctcheveldave@telus.net
www.cheveldave.ca
www.linkedin.com/in/cecil-cheveldave

From: Richard Provost <richard@pmbchomebuyers.ca>
Sent: Wednesday, December 7, 2022 3:42 PM
To: Cecil Cheveldave <ctcheveldave@telus.net>
Cc: Andrew Prior <Andrew.prior@pihl.ca>
Subject: Fwd: PAYMENT OVERDUE : Owners of Strata Plan EPS6505 a/o 1245946 BC Ltd - 22-23 Renewal Documents

Please see the attached. Since I am not receiving any of the rent who is to pay the bills?

Sincerely,

Richard Provost

Begin forwarded message:

From: Lisa Jabbusch <ljabbusch@capricmw.ca>
Date: December 7, 2022 at 3:16:33 PM PST
To: Richard Provost <richard@pmbchomebuyers.ca>
Subject: PAYMENT OVERDUE : Owners of Strata Plan EPS6505 a/o 1245946 BC Ltd - 22-23 Renewal Documents

Good Afternoon Richard,

Payment of this Strata policy for EPS6505 is now overdue by over 90 days, this policy needs to be paid by **December 21, 2022 (within two weeks, or cancellation for non-payment will commence).**

Please contact me at your earliest convenience.

Regards,

Lisa Jabbusch

Lisa Jabbusch, CAIB
 Commercial Risk Advisor
 T 250 869 3927 TF 1 800 670 1877
 E ljabbusch@capricmw.ca
 100 - 1500 Hardy Street, Kelowna, BC V1Y 8H2

CapriCMW.ca

CapriCMW and Rogers Insurance have merged to become Acera Insurance.
 Learn more

CONFIDENTIALITY NOTICE: This email and any attachments are confidential and protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this email and any attachments is prohibited. If you have received this email in error, please notify us immediately by replying to this email and delete this copy from your system. Coverage cannot be bound, changed, or deleted without confirmation from a licensed broker. CapriCMW Advisors that serve clients based in Ontario are licensed with the Registered Insurance Brokers of Ontario (RIBO), and all RIBO licensees are required to share certain documents with clients. Click here to review the documents. If you no longer wish to receive electronic communications from CapriCMW Insurance Services Ltd., please reply to this email with "Unsubscribe" in the subject line.

From: Jaclyn Locking

Sent: Thursday, November 17, 2022 2:34 PM

To: richard@pmbchomebuyers.ca

Subject: FW: Owners of Strata Plan EPS6505 a/o 1245946 BC Ltd - 22-23 Renewal Documents

Hi Richard,

I hope all is well, just wanted to send a reminder with respect to payment. Please advise when we can see this premium cleared up.

Thank you,

From: Jaclyn Locking

Sent: Thursday, October 6, 2022 12:20 PM

To: richard@pmbchomebuyers.ca

Subject: FW: Owners of Strata Plan EPS6505 a/o 1245946 BC Ltd - 22-23 Renewal Documents

Hi Richard,

I just wanted to send a remind with respect to payment on this account for your August 28th renewal. Our invoice is enclosed.

For your convenience, we have various payment options available such as credit card, cash, cheque, online banking and pre-authorized debit.

Website Payment Services with SimplePin:

Go to our website payment page at <https://capricmw.ca/pay>. Enter your **Account Number: EPS6AO1-01**, and your **Invoice No: 184582**. Then choose one of the following options:

Online Banking:

Pay with online banking via **SimplePin**

Visa, MasterCard, or American Express

You can charge any amount you would like and we accept all three major credit cards for Premiums via **SimplePin**. **SimplePin** convenience fees will apply at **2.5% + \$0.30 per transaction**

e-Check:

Pre-authorized debit from your bank account, via **SimplePin**.

Please let us know if you have any questions at all or require anything further.

Thank you!

From: Jaclyn Locking

Sent: Friday, September 23, 2022 2:50 PM

To: richard@pmbchomebuyers.ca

Subject: Owners of Strata Plan EPS6505 a/o 1245946 BC Ltd - 22-23 Renewal Documents

Good afternoon Richard,

RE: Owners of Strata Plan EPS6505
Strata Insurance

Further to your correspondence with Lisa, please see attached formal renewal documents for strata **EPS6505** effective August 28, 2022. I can confirm payment has been received in full, thank you.

We ask that you review the attached policy to ensure the details are correct and advise us if any changes are required. We also recommend that you read the policy wordings, paying particular attention to the Limits of Insurance and Policy Exclusions.

We do require signatures on your Statement of Values and Renewal Application. Please forward as soon as you can.

Thank you for entrusting CapriCMW with your insurance requirements. We value your business and will do our utmost to ensure it is handled in a competent and professional manner. Please do not hesitate to contact us if there are any questions or if any changes are required.

Kind Regards,

From: Cecil Cheveldave <ctcheveldave@telus.net>
Sent: Tuesday, December 6, 2022 7:32 PM
To: vilaykay@gmail.com
Subject: 1275 Brookside Avenue - Unit 2 / Rent for November and December 2022

Good Evening Tenants of Unit #2 – 1275 Brookside Avenue, Kelowna BC:

As you may be aware, my firm has been appointed Receiver over 1275 Brookside Avenue. Attached for your reference is a copy of the appointing Court Order.

I'm writing to you to enquire as to the status of your November 2022 and December 2022 rent payments. Per the attached receivership order, the monthly rent payments must now be paid over to the Receiver. As of today, we have no record of your making the November 2022 and December 2022 rent payments.

Can you please forward your rent payments (preferably by e-transfer to ctcheveldave@telus.net) or by mail to the address below? Also, can you please provide the Receiver with a copy of your rental agreement by email to ctcheveldave@telus.net.

Please let me know if you have any questions.

Thank you.

Cecil Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
President

C. Cheveldave & Associates Ltd.
Suite 600-I, 235 – 1st Avenue
Kamloops, BC V2C 3J4

250-819-8614
ctcheveldave@telus.net
www.cheveldave.ca
www.linkedin.com/in/cecil-cheveldave

This is Exhibit " D " referred to in the
 affidavit of C. Cheveldave
 Sworn before me at Kamloops
 In the Province of British Columbia
 this 22 day of December 2022

A. Dubro
 A Commissioner for taking Affidavits within British Columbia

From: Cecil Cheveldave <ctcheveldave@telus.net>
Sent: Thursday, December 8, 2022 5:47 PM
To: vilaykay@gmail.com
Subject: FW: 1275 Brookside Avenue - Unit 2 / Rent for November and December 2022

Vilay,

We are writing further to the email we have sent you a couple of days ago and the voice mail left yesterday (December 7, 2022).

Pursuant to subparagraph 8b of the Receivership Order, tenants are required to pay their rents to the Receiver.

As referenced below, we have no record of rent for Unit 2 being paid for November 2022 and December 2022.

Please provide us with the outstanding rent payments forthwith along with a copy of your tenancy agreement. Rent payments can be sent via e-transfer to ctcheveldave@telus.net. The copy of your tenancy agreement can be emailed to the same email address.

Should you have any questions, please contact us.

Cecil Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
President

C. Cheveldave & Associates Ltd.
Suite 600-I, 235 – 1st Avenue
Kamloops, BC V2C 3J4

250-819-8614
ctcheveldave@telus.net
www.cheveldave.ca
www.linkedin.com/in/cecil-cheveldave

From: Cecil Cheveldave <ctcheveldave@telus.net>
Sent: Tuesday, December 6, 2022 7:32 PM
To: vilaykay@gmail.com
Subject: 1275 Brookside Avenue - Unit 2 / Rent for November and December 2022

Good Evening Tenants of Unit #2 – 1275 Brookside Avenue, Kelowna BC:

As you may be aware, my firm has been appointed Receiver over 1275 Brookside Avenue. Attached for your reference is a copy of the appointing Court Order.

I'm writing to you to enquire as to the status of your November 2022 and December 2022 rent payments. Per the attached receivership order, the monthly rent payments must now be paid over to the Receiver. As of today, we have no record of your making the November 2022 and December 2022 rent payments.

Can you please forward your rent payments (preferably by e-transfer to ctcheveldave@telus.net) or by mail to the address below? Also, can you please provide the Receiver with a copy of your rental agreement by email to ctcheveldave@telus.net .

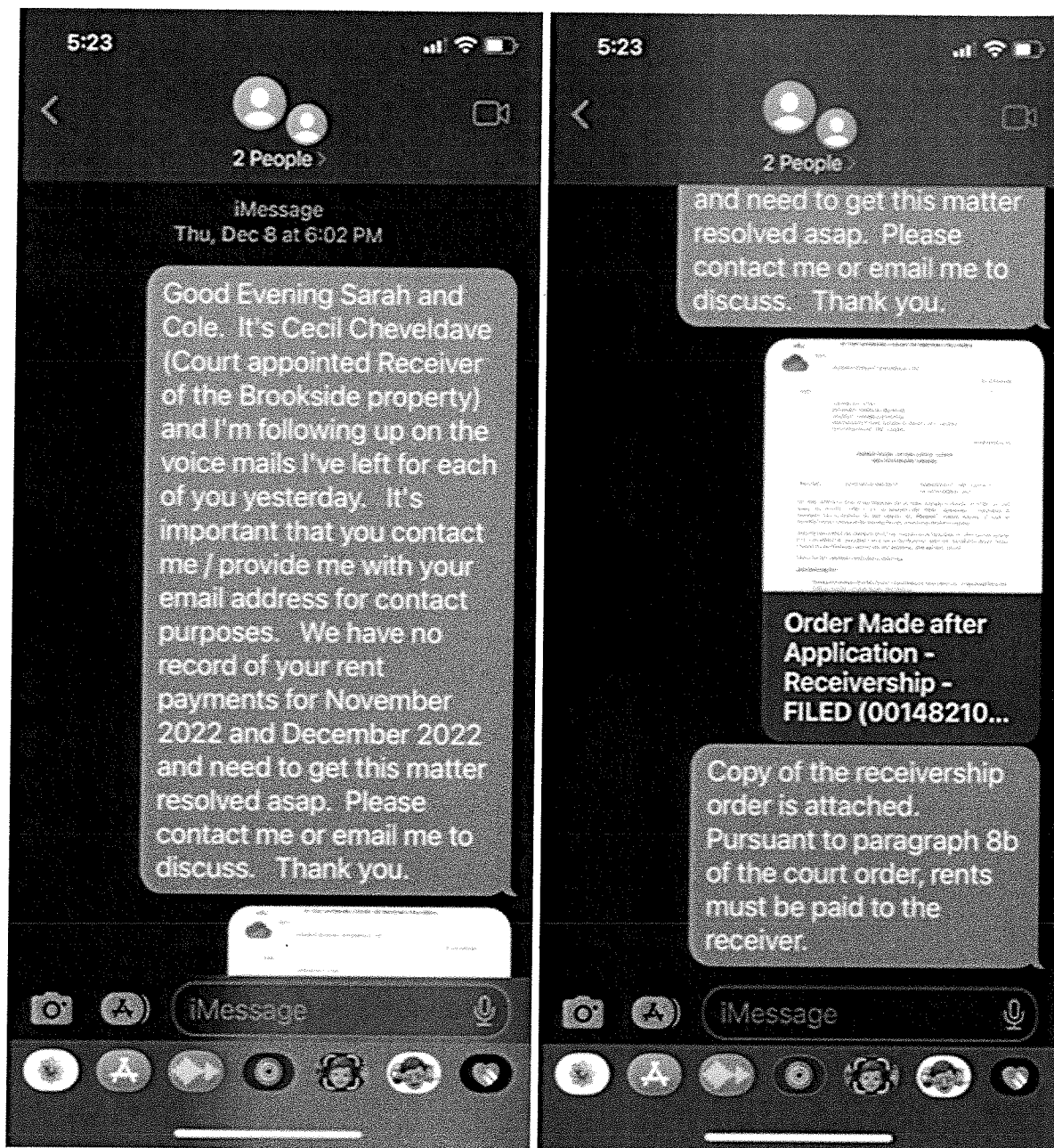
Please let me know if you have any questions.

Thank you.

Cecil Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
President

C. Cheveldave & Associates Ltd.
Suite 600-I, 235 – 1st Avenue
Kamloops, BC V2C 3J4

250-819-8614
ctcheveldave@telus.net
www.cheveldave.ca
www.linkedin.com/in/cecil-cheveldave



This is Exhibit " E " referred to in the affidavit of C. Cheveldave

Sworn before me at Kamloops
In the Province of British Columbia
this 22 day of December 2022

A. S. S. S.

A Commissioner for taking Affidavits within British Columbia

From: Cecil Cheveldave <ctcheveldave@telus.net>
Sent: Tuesday, December 6, 2022 7:37 PM
To: nathan.handh@gmail.com; jenobregewitsch@gmail.com; juliedpillon@gmail.com
Subject: 1275 Brookside Avenue - Unit 4 / Rent for November and December 2022

Good Evening Tenants of Unit #4 – 1275 Brookside Avenue, Kelowna BC:

As you may be aware, my firm has been appointed Receiver over 1275 Brookside Avenue. Attached for your reference is a copy of the appointing Court Order.

I'm writing to you to enquire as to the status of your November 2022 and December 2022 rent payments. Per the attached receivership order, the monthly rent payments must now be paid over to the Receiver. As of today, we have no record of your making the November 2022 and December 2022 rent payments.

Can you please forward your rent payments (preferably by e-transfer to ctcheveldave@telus.net) or by mail to the address below? Also, can you please provide the Receiver with a copy of your rental agreement by email to ctcheveldave@telus.net.

Please let me know if you have any questions.

Thank you.

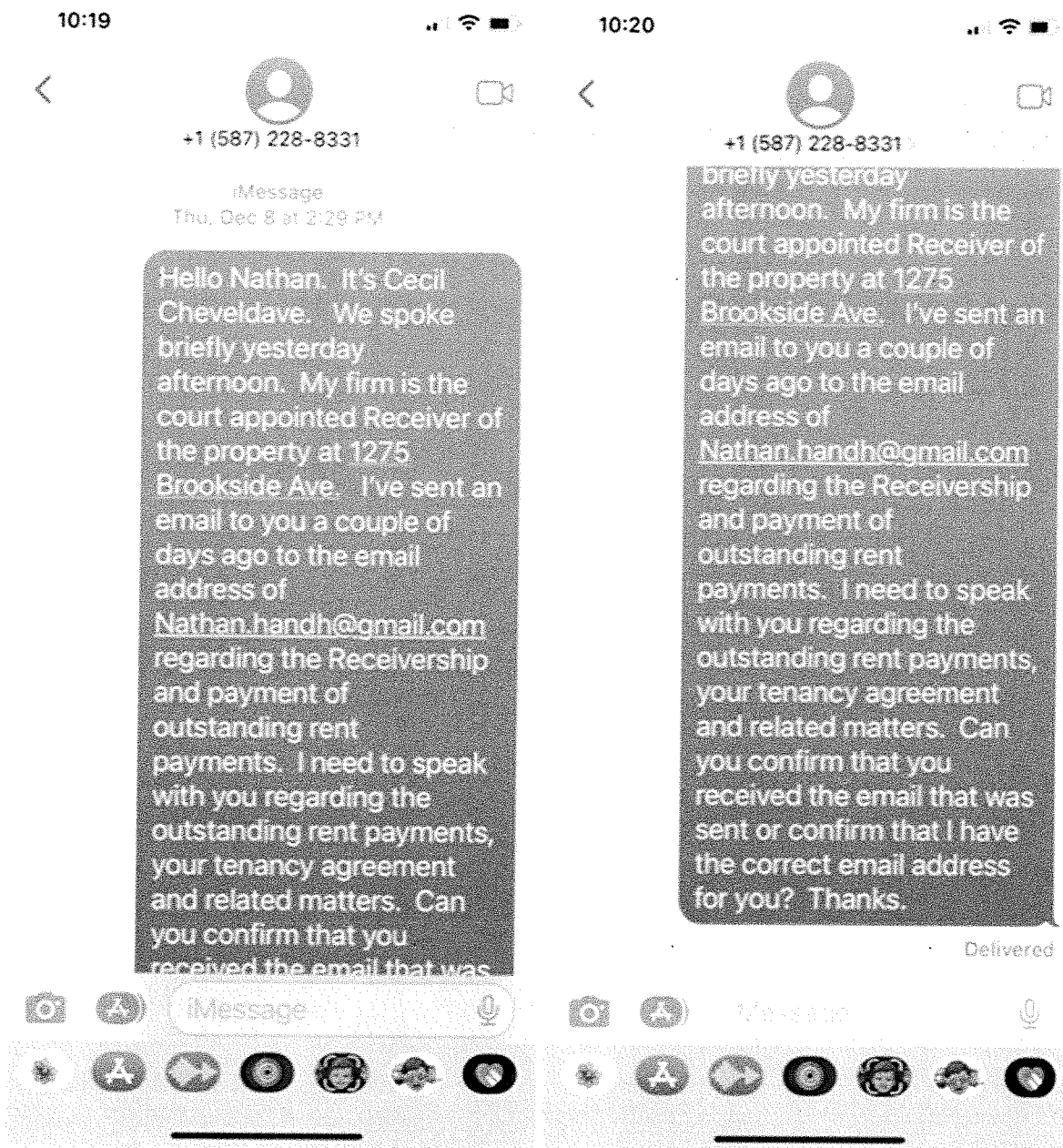
Cecil Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
President

C. Cheveldave & Associates Ltd.
Suite 600-I, 235 – 1st Avenue
Kamloops, BC V2C 3J4

250-819-8614
ctcheveldave@telus.net
www.cheveldave.ca
www.linkedin.com/in/cecil-cheveldave

This is Exhibit " F " referred to in the
 affidavit of C. Cheveldave
 Sworn before me at Kamloops
 In the Province of British Columbia
 this 22 day of December 2022
A. Dubro

A Commissioner for taking Affidavits within British Columbia



From: Cecil Cheveldave <ctcheveldave@telus.net>
Sent: Thursday, December 8, 2022 5:42 PM
To: nathan@hoopstrengthkelowna.com
Subject: FW: 1275 Brookside Avenue - Unit 4 / Rent for November and December 2022

Please see the email below.

Cecil Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
President

C. Cheveldave & Associates Ltd.
Suite 600-I, 235 – 1st Avenue
Kamloops, BC V2C 3J4

250-819-8614
ctcheveldave@telus.net
www.cheveldave.ca
www.linkedin.com/in/cecil-cheveldave

From: Cecil Cheveldave <ctcheveldave@telus.net>
Sent: Thursday, December 8, 2022 5:39 PM
To: nathan@hoopstrengthkelowna.com
Cc: nathan.handh@gmail.com; jenobregewitsch@gmail.com; juliedpillon@gmail.com
Subject: FW: 1275 Brookside Avenue - Unit 4 / Rent for November and December 2022

Nathan,

Further to the email I've sent this past Tuesday, the very brief phone discussion of yesterday and my text message to you earlier today, I'm providing a copy of this past Tuesday's email along with a copy of the Court Order appointing my firm as Receiver over the property.

Pursuant to subparagraph 8b of the Order, tenants are required to pay their rents to the Receiver.

As referenced below, we have no record of rent for Unit 4 being paid for November 2022 and December 2022.

Please provide us with the outstanding rent payments forthwith along with a copy of your tenancy agreement. Rent payments can be sent via e-transfer to ctcheveldave@telus.net. The copy of your tenancy agreement can be emailed to the same email address.

Should you have any questions, please contact us.

Cecil Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
President

C. Cheveldave & Associates Ltd.
Suite 600-I, 235 – 1st Avenue
Kamloops, BC V2C 3J4

250-819-8614
ctcheveldave@telus.net

www.cheveldave.ca
www.linkedin.com/in/cecil-cheveldave

From: Cecil Cheveldave <ctcheveldave@telus.net>
Sent: Tuesday, December 6, 2022 7:37 PM
To: nathan.handh@gmail.com; jenobregewitsch@gmail.com; juliedpillon@gmail.com
Subject: 1275 Brookside Avenue - Unit 4 / Rent for November and December 2022

Good Evening Tenants of Unit #4 – 1275 Brookside Avenue, Kelowna BC:

As you may be aware, my firm has been appointed Receiver over 1275 Brookside Avenue. Attached for your reference is a copy of the appointing Court Order.

I'm writing to you to enquire as to the status of your November 2022 and December 2022 rent payments. Per the attached receivership order, the monthly rent payments must now be paid over to the Receiver. As of today, we have no record of your making the November 2022 and December 2022 rent payments.

Can you please forward your rent payments (preferably by e-transfer to ctcheveldave@telus.net) or by mail to the address below? Also, can you please provide the Receiver with a copy of your rental agreement by email to ctcheveldave@telus.net .

Please let me know if you have any questions.

Thank you.

Cecil Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
President

C. Cheveldave & Associates Ltd.
Suite 600-I, 235 – 1st Avenue
Kamloops, BC V2C 3J4

250-819-8614
ctcheveldave@telus.net
www.cheveldave.ca
www.linkedin.com/in/cecil-cheveldave

From: Cecil Cheveldave <ctcheveldave@telus.net>
Sent: Wednesday, December 7, 2022 4:55 PM
To: lprockwell@shaw.ca
Subject: 1275 Brookside Avenue Receivership

Hello Leanne,

Subsequent to our recent telephone discussion, my firm has been appointed Receiver over the property – 1275 Brookside Avenue. I'm attaching a copy of the Receivership Order for your reference.

You mentioned during our call that you have paid November 2022 and December 2022 rent to Mr. Provost. Can you please email me a copy of those e-transfer confirmations so I have those for our file?

Please note that future rents must be paid to the Receiver in accordance with the attached court order. Rent payments can be sent by e-transfer to the Receiver via email to ctcheveldave@telus.net.

Also, can you please email me a copy of your tenancy agreement? I will need that for our file as well.

Please let me know if you have any questions.

Thank you.

Cecil Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
President

C. Cheveldave & Associates Ltd.
Suite 600-I, 235 – 1st Avenue
Kamloops, BC V2C 3J4

250-819-8614
ctcheveldave@telus.net
www.cheveldave.ca
www.linkedin.com/in/cecil-cheveldave

This is Exhibit " G " referred to in the
 affidavit of C. Cheveldave

Sworn before me at Kamloops

In the Province of British Columbia

this 22 day of December 2022
A. Ouelo

A Commissioner for taking Affidavits within British Columbia

From: Cecil Cheveldave <ctcheveldave@telus.net>
Sent: Thursday, December 8, 2022 5:50 PM
To: lprockwell@shaw.ca
Subject: FW: 1275 Brookside Avenue Receivership

Leanne,

I'm following up on the email sent to you yesterday.

Can you please provide the requested information as soon as possible?

Thanks.

Cecil Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
President

C. Cheveldave & Associates Ltd.
Suite 600-I, 235 – 1st Avenue
Kamloops, BC V2C 3J4

250-819-8614
ctcheveldave@telus.net
www.cheveldave.ca
www.linkedin.com/in/cecil-cheveldave

From: Cecil Cheveldave <ctcheveldave@telus.net>
Sent: Wednesday, December 7, 2022 4:55 PM
To: lprockwell@shaw.ca
Subject: 1275 Brookside Avenue Receivership

Hello Leanne,

Subsequent to our recent telephone discussion, my firm has been appointed Receiver over the property – 1275 Brookside Avenue. I'm attaching a copy of the Receivership Order for your reference.

You mentioned during our call that you have paid November 2022 and December 2022 rent to Mr. Provost. Can you please email me a copy of those e-transfer confirmations so I have those for our file?

Please note that future rents must be paid to the Receiver in accordance with the attached court order. Rent payments can be sent by e-transfer to the Receiver via email to ctcheveldave@telus.net.

Also, can you please email me a copy of your tenancy agreement? I will need that for our file as well.

Please let me know if you have any questions.

Thank you.

Cecil Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
President

*C. Cheveldave & Associates Ltd.
Suite 600-I, 235 – 1st Avenue
Kamloops, BC V2C 3J4*

250-819-8614

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www.cheveldave.ca

www.linkedin.com/in/cecil-cheveldave

C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 www.cheveldave.ca

VIA PERSONAL DELIVERY ONLY

Francois St. Onge / Vi Kham / The Occupants
Unit #2 - 1275 Brookside Avenue
Kelowna, BC V1Y 5T5

December 10, 2022

Dear Sirs / Mesdames:

This is Exhibit " H " referred to in the
affidavit of C. Cheveldave

Sworn before me at Kamloops

In the Province of British Columbia

this 22 day of December 20 22

A. Dubro

A Commissioner for taking Affidavits within British Columbia

Re: 1245946 BC Ltd In Receivership – Demand For Rent Payments & Tenancy Agreement

As you are undoubtedly aware, C. Cheveldave & Associates Ltd. has been appointed Receiver of the property located at 1275 Brookside Avenue, Kelowna, BC.

A copy of the appointing Receivership Order is attached.

Despite our recent attempts to contact you, our message(s) to you have not been returned.

As set out in the attached Receivership Order and specifically paragraph 8, you are required to pay your rents to the Receiver. Specifically:

8. *No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, licence or permit held by the Respondents in relation to the Lands, without written consent of the Receiver or leave of this Court, and for greater certainty:*

(a) *all Persons who occupy the Lands as tenants shall pay their rents in respect of the Lands to the Receiver until such time as the Receiver provides written direction otherwise or until further Order of this Court;*

(b) *in respect of the rents which came due and owing in respect of the Lands between October 14, 2022 and the date of pronouncement of this Order (the "Assigned Rents"):*

(i) *all Persons who occupy the Lands as tenants shall forthwith pay the Assigned Rents to the Receiver (in accordance with the letter dated October 14, 2022 issued on behalf of the Petitioner pursuant to which notice was given to such Persons to pay rents to the Petitioner under the Petitioner's Assignment of Rents which forms part of the Mortgage);*

- (ii) *any Assigned Rents which have been received by the Respondent 1245946 B.C. Ltd. shall be paid over by the Respondent 1245946 B.C. Ltd. to the Receiver within 5 business days of the pronouncement of this Order; and*
- (iii) *the obligation to pay Assigned Rents hereunder shall be joint and several as between the Respondent 1245946 B.C. Ltd. and the corresponding tenant(s) and the Receiver shall be at liberty to pursue payment from any or all of them.*

To date, we have no record of your rent being paid for the months of November 2022 and December 2022. Rent payments for November 2022 and December 2022 are now considered delinquent and as a result you are in breach of not only the Receivership Order but also your tenancy agreement.

You are hereby advised that if your rent payments for the month of November 2022 and December 2022 are not received by **Monday December 19, 2022**, we will have no choice but to commence enforcement action. Enforcement action may include but is not limited to the termination of your tenancy, eviction and litigation.

We strongly advise you to make your outstanding rent payments and future rent payments in accordance with the Receivership Order. Your rent payments can preferably be made via e-transfer to ctcheveldave@telus.net or alternatively via bank draft sent to the letterhead address.

With respect to your tenancy agreement and as previously requested in the letter to you from McMillan Dubo LLP on November 25, 2022, the Receiver is requesting a copy of your tenancy agreement and you are required to provide that agreement pursuant to paragraphs 4 and 5 of the Receivership Order.

A copy of your tenancy agreement can be emailed to the writer to ctcheveldave@telus.net. Concerning your tenancy agreement, we have been made aware that some of the tenancy agreements for the property have been made as between the tenants and 1245948 BC Ltd. and not 1245946 BC Ltd. Please be advised that irrespective of which entity is named as the Landlord on your tenancy agreement, you are required to make your rent payments to the Receiver in accordance with the Receivership Order.

We reiterate that your rent payments for November 2022 and December 2022 must be received no later than December 19, 2022.

Should you have any questions, please contact the undersigned at 250-819-8614 or ctcheveldave@telus.net.

Sincerely,

**C. Cheveldave & Associates Ltd.
Receiver of 1245946 BC Ltd. and not in its
Personal Capacity**

PER:

A handwritten signature in black ink, appearing to be 'C.F. Cheveldave', written in a cursive, stylized manner.

**C.F. (Cecil) Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
President**

CFC/cfc

Attachment

C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 www.cheveldave.ca

VIA PERSONAL DELIVERY ONLY

Sarah Garniss / Cole Cole / The Occupants
Unit #3 - 1275 Brookside Avenue
Kelowna, BC V1Y 5T5

December 10, 2022

Dear Sirs / Mesdames:

Re: 1245946 BC Ltd In Receivership – Demand For Rent Payments & Tenancy Agreement

As you are undoubtedly aware, C. Cheveldave & Associates Ltd. has been appointed Receiver of the property located at 1275 Brookside Avenue, Kelowna, BC.

A copy of the appointing Receivership Order is attached.

Despite our recent attempts to contact you, our message(s) to you have not been returned.

As set out in the attached Receivership Order and specifically paragraph 8, you are required to pay your rents to the Receiver. Specifically:

8. *No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, licence or permit held by the Respondents in relation to the Lands, without written consent of the Receiver or leave of this Court, and for greater certainty:*

(a) *all Persons who occupy the Lands as tenants shall pay their rents in respect of the Lands to the Receiver until such time as the Receiver provides written direction otherwise or until further Order of this Court;*

(b) *in respect of the rents which came due and owing in respect of the Lands between October 14, 2022 and the date of pronouncement of this Order (the "Assigned Rents"):*

(i) *all Persons who occupy the Lands as tenants shall forthwith pay the Assigned Rents to the Receiver (in accordance with the letter dated October 14, 2022 issued on behalf of the Petitioner pursuant to which notice was given to such Persons to pay rents to the Petitioner under the Petitioner's Assignment of Rents which forms part of the Mortgage);*

- (ii) *any Assigned Rents which have been received by the Respondent 1245946 B.C. Ltd. shall be paid over by the Respondent 1245946 B.C. Ltd. to the Receiver within 5 business days of the pronouncement of this Order; and*
- (iii) *the obligation to pay Assigned Rents hereunder shall be joint and several as between the Respondent 1245946 B.C. Ltd. and the corresponding tenant(s) and the Receiver shall be at liberty to pursue payment from any or all of them.*

To date, we have no record of your rent being paid for the months of November 2022 and December 2022. Rent payments for November 2022 and December 2022 are now considered delinquent and as a result you are in breach of not only the Receivership Order but also your tenancy agreement.

You are hereby advised that if your rent payments for the month of November 2022 and December 2022 are not received by **Monday December 19, 2022**, we will have no choice but to commence enforcement action. Enforcement action may include but is not limited to the termination of your tenancy, eviction and litigation.

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**C.F. (Cecil) Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
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Attachment

C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 www.cheveldave.ca

VIA PERSONAL DELIVERY ONLY

Nathan Obrigewitsch / Jen Obrigewitsch / Julie Pillon / The Occupants
Unit #4 - 1275 Brookside Avenue
Kelowna, BC V1Y 5T5

December 10, 2022

Dear Sirs / Mesdames:

Re: 1245946 BC Ltd In Receivership – Demand For Rent Payments & Tenancy Agreement

As you are undoubtedly aware, C. Cheveldave & Associates Ltd. has been appointed Receiver of the property located at 1275 Brookside Avenue, Kelowna, BC.

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**C.F. (Cecil) Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
President**

CFC/cfc

Attachment

C. CHEVELDAVE & ASSOCIATES LTD.

Suite 600 – I, 235 – First Avenue, Kamloops BC, V2C 3J4 250-819-8614 www.cheveldave.ca

VIA PERSONAL DELIVERY ONLY

Leanne Rockwell / Anthony Warmann / The Occupants
Unit #5 - 1275 Brookside Avenue
Kelowna, BC V1Y 5T5

December 10, 2022

Dear Sirs / Mesdames:

Re: 1245946 BC Ltd In Receivership – Demand For Rent Payments & Tenancy Agreement

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**C.F. (Cecil) Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
President**

CFC/cfc

Attachment











Residential Tenancy Agreement

Important Notes:

#RTB-1

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the *Residential Tenancy Act* (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent legal advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this Agreement form. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement (form RTB-5).

The words **tenant** and **landlord** in this tenancy agreement have the same meaning as in the RTA, and the singular of these words includes the plural. In this tenancy agreement, the words **residential property** have the same meaning as in the RTA. **Residential property** means a building, a part of a building or related group of buildings, in which one or more rental units or common areas are located; the parcel or parcels on which the building, related group of buildings or common areas are located; the rental unit and common areas and any other structure located on the parcel or parcels.

IF ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (form RTB-26) ☐ RTB-26 used & attached: ☐

RESIDENTIAL TENANCY AGREEMENT between: (use full, correct legal names)

the **LANDLORD(S)**: (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

1245948 BC LTD

last name

first and middle name(s)

last name

first and middle name(s)

and the **TENANT(S)**:

CARTWRIGHT

last name

HAYLEY

first and middle name(s)

HESSLER / MOENCH

last name

BRAYDEN / CHAD

first and middle name(s)

(optional) phone number

(optional) other phone number

- Redacted

ADDRESS OF PLACE BEING RENTED TO TENANT(s) called the 'rental unit' in this agreement:

1

unit number

1275 Brookside Ave

street number and street name

Kelowna

city

BC

province

V1Y 5T5

postal code

ADDRESS FOR SERVICE of the ☐ landlord ☒ landlord's agent:

270

unit/site #

HWY 33

street number and street name

Kelowna

city

BC

province

V1X 1X7

postal code

250

daytime phone number

491-0206

other phone number

fax number for service

This is Exhibit "I" referred to in the
affidavit of C. Cheveldave

Sworn before me at Kamloops

In the Province of British Columbia

this 22 day of December 20 22

Shubir

A Commissioner for taking Affidavits within British Columbia

- 1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the *Residential Tenancy Act* or a regulation made under that Act, or any standard terms. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.
- 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- 3) The requirement for agreement under subsection (2) does not apply to:
 - a) a rent increase given in accordance with the *Residential Tenancy Act*,
 - b) a withdrawal of, or a restriction on, a service or facility in accordance with the *Residential Tenancy Act*, or
 - c) a term in respect of which a landlord or tenant has obtained an arbitrator's order that the agreement of the other is not required.

This tenancy created by this agreement starts on:

01	Sept	2022
day	month	year

Check ☐ A) and continues on a month-to-month basis until ended in accordance with the Act.

A, B or C ☐ B) and continues on another periodic basis, as specified below, until ended in accordance with the Act.

☐ weekly ☐ bi-weekly ☐ other: _____

☒ C) and is for a fixed term ending on

30	April	2023
day	month	year

Check D or E ☐ D) At the end of this time, the tenancy will continue on a month-to-month basis, or another fixed length of time, unless the tenant gives notice to end tenancy at least one clear month before the end of the term.

☐ E) At the end of this time, the tenancy is ended and **the tenant must vacate the rental unit.**

This requirement is only permitted in circumstances prescribed under section 13.1 of the Residential Tenancy Regulation, or if this is a sublease agreement as defined in the Act.

Reason tenant must vacate (required):

TERM THAT WAS AGREED UPON

Residential Tenancy Regulation section number (if applicable):

* If you choose E, both the landlord and tenant must initial here

The tenant **must** move out on or before the last day of the tenancy.

Landlord's Initials	DS Tenant's Initials
R.P.	DS B4

a) **Payment of Rent:**

The tenant will pay the rent of \$~~4500~~\$4000.00 each (check one) ☐ day ☐ week ☒ month to the landlord on

the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, 31st) 28 day of each

(check one) ☐ day ☐ week ☐ month subject to rent increases given in accordance with the RTA.

The tenant must pay the rent on time. If the rent is late, the landlord may issue a *Notice to End Tenancy for Unpaid Rent* (form RTB-30) to the tenant, which may take effect not earlier than 10 days after the date the notice is given.

b) **What is included in the rent:** (Check only those that are included and provide additional information, if needed.)

The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement.

<input checked="" type="checkbox"/> Water	<input checked="" type="checkbox"/> Natural gas	<input checked="" type="checkbox"/> Garbage collection	<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Carpets
<input type="checkbox"/> Cablevision	<input type="checkbox"/> Sewage disposal	<input checked="" type="checkbox"/> Recycling services	<input checked="" type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> Parking for <input type="text" value="2"/> vehicles
<input checked="" type="checkbox"/> Electricity	<input checked="" type="checkbox"/> Snow removal	<input type="checkbox"/> Kitchen scrap collection	<input checked="" type="checkbox"/> Stove and oven	<input type="checkbox"/> Other: <input type="text" value="VISITOR"/>
<input checked="" type="checkbox"/> Internet	<input type="checkbox"/> Storage	<input type="checkbox"/> Laundry (coin-op)	<input checked="" type="checkbox"/> Window coverings	<input type="checkbox"/> Other: <input type="text"/>
<input checked="" type="checkbox"/> Heat	<input type="checkbox"/> Recreation facilities	<input checked="" type="checkbox"/> Free laundry	<input type="checkbox"/> Furniture	<input type="checkbox"/> Other: <input type="text"/>
<input type="checkbox"/> Additional information: <input type="text"/>				

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT**A. Security Deposits**

\$2000.00

The tenant is required to pay a security deposit of \$

~~2250.00~~

by

01

SEPTEMBER

2022

day month

year

B. Pet Damage Deposit ☐ not applicable

The tenant is required to pay a pet damage deposit of \$

by

day month

year

1) The landlord agrees

- a) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
- b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and
- c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
 - i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - ii) the landlord applies for dispute resolution under the *Residential Tenancy Act* within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.

2) The 15 day period starts on the later of

- a) the date the tenancy ends, or
- b) the date the landlord receives the tenant's forwarding address in writing.

3) If a landlord does not comply with subsection (1), the landlord

- a) may not make a claim against the security deposit or pet damage deposit, and
- b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.

4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.**5. PETS**

Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the *Guide Dog and Service Dog Act*.

6. CONDITION INSPECTIONS

- 1) In accordance with sections 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [condition inspections], the landlord and tenant must inspect the condition of the rental unit together
 - a) when the tenant is entitled to possession,
 - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - c) at the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the *Residential Tenancy Act* [consequences if report requirements not met].

7. PAYMENT OF RENT

- 1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a *10 Day Notice to End Tenancy* (form RTB-30) to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- 2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.
- 3) The landlord must give the tenant a receipt for rent paid in cash.
- 4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

8. RENT INCREASE

- 1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy Branch office or Service BC office.
- 2) A landlord must give a tenant three whole months notice, in writing, of a rent increase. [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be three whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- 3) The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy Branch for assistance.
- 4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy Branch.

9. ASSIGN OR SUBLET

- 1) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this tenancy agreement is for a fixed length and has 6 months or more remaining in the term, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
- 2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution under the *Residential Tenancy Act*.

10. REPAIRS

- 1) Landlord's obligations:
 - a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
 - b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may

seek an arbitrator's order under the *Residential Tenancy Act* for the completion and costs of the repair.

2) Tenant's obligations:

- a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.
- b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary order through dispute resolution under the *Residential Tenancy Act* for the cost of repairs, serve a notice to end a tenancy, or both.

3) Emergency Repairs:

- a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
- b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.
- c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.
- d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing
 - i) major leaks in pipes or the roof,
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - iii) the primary heating system,
 - iv) damaged or defective locks that give access to a rental unit, or
 - v) the electrical systems.

11. OCCUPANTS AND GUESTS

- 1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit

- 2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.
- 2.1) Despite subsection (2) of this section but subject to section 27 on the Act [terminating or restricting services or facilities], the landlord may impose reasonable restrictions on guests' use of common areas of the residential property.
- 3) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved through dispute resolution under the *Residential Tenancy Act*.

12. LOCKS

- 1) The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.
- 2) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- 3) The tenant must not change locks or other means of access to
 - a) common areas of residential property, unless the landlord consents to the change, or
 - b) his or her rental unit, unless the landlord consents in writing to, or an arbitrator has ordered, the change.

13. LANDLORD'S ENTRY INTO RENTAL UNIT

- 1) For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.
- 2) The landlord may enter the rental unit only if one of the following applies:
 - a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states
 - i) the purpose for entering, which must be reasonable, and
 - ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
 - b) there is an emergency and the entry is necessary to protect life or property;
 - c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
 - d) the tenant has abandoned the rental unit;
 - e) the landlord has an order of an arbitrator or court saying the landlord may enter the rental unit;

- f) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.
- 3) The landlord may inspect the rental unit monthly in accordance with subsection (2) (a).
- 4) If a landlord enters or is likely to enter the rental unit illegally, the tenant may apply for an arbitrator's order under the *Residential Tenancy Act*, to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the rental unit to the landlord.

14. ENDING THE TENANCY

- 1) The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month. [For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]
- 2) This notice must be in writing and must
 - a) include the address of the rental unit,
 - b) include the date the tenancy is to end,
 - c) be signed and dated by the tenant, and
 - d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.
- 3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the *Residential Tenancy Act*.
- 4) The landlord may end the tenancy only for the reasons and only in the manner set out in the *Residential Tenancy Act* and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy Branch.
- 5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
- 6) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

16. RESOLUTION OF DISPUTES

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the *Residential Tenancy Act*.

17. ADDITIONAL TERMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the *Residential Tenancy Act* and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.

- c) Attached to this tenancy agreement, there ☒ is ☒ is not an Addendum

DS DS DS DS
CM AC BH RP

If there is an Addendum attached, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum:

1

Number of additional terms in the Addendum:

By signing this tenancy agreement, the landlord and the tenant are bound by its terms.

LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)	
1245948 B.C. LTD.	
last name	first and middle name(s)
Signature: <u>Richard Proust</u>	Date: <u>7/27/2022</u>
FEE6C69DA06F478...	
last name	first and middle name(s)
Signature: _____	Date: _____
TENANT(S):	
CARTWRIGHT HAYLEY	
last name	first and middle name(s)
Signature: <u>Hayley Cartwright</u>	Date: <u>7/27/2022</u>
A0082EAD8EA44F...	
HESSLER / MOENCH BRAYDEN / CHAD	
last name	first and middle name(s)
Signature: <u>[Signature]</u>	Date: <u>7/29/2022</u> <u>8/1/2022</u>
C9A55372EA03427... B6464ED10B854E5...	

General Information about Residential Tenancy Agreements

Important Legal Document – This tenancy agreement is an important legal document. Keep it in a safe place.

Additional Terms – Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement.

Amendment of the RTA – The RTA or a regulation made under the RTA, as amended from time to time, may take priority over the terms of this tenancy agreement.

Condition Report – The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition report. If the landlord allows the tenant to have a pet after the start of the tenancy, an inspection report must be done on the day the tenant starts keeping a pet or on another day mutually agreed to by the landlord and tenant, unless the tenancy started on or after January 1, 2004, and a condition inspection report was completed at that time. A report may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection, and each should keep a copy.

Change of Landlord – A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

Resolution of Disputes – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancy Branch for clarification of their rights and responsibilities or an intervention. If no agreement is reached, a landlord or a tenant may apply for a dispute resolution to get a decision. Many, but not all, kinds of disagreements can be decided by dispute resolution.

FOR MORE INFORMATION

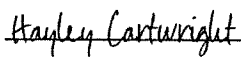
RTB website: www.gov.bc.ca/landlordtenant

Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020

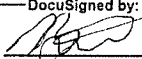
Victoria 250-387-1602

ADDENDUM TO BC TENANCY AGREEMENTADDRESS: **1275 BROOKSIDE AVE UNIT 1, KELOWNA B.C.**LANDLORD: **1245948 BC LTD.** CONTACT: **RICHARD PROVOST OR TYLER HEATH**PHONE: **250-863-5832 OR 250-899-6190**EMAIL: **richard@pmbchomebuyers.ca (same for email transfer)**TENANTS: Hayley Cartwright PHONE: *Redacted* LORI PHONE: *Redacted*TENANTS: Brayden Hessler PHONE: *Redacted* JACQUELINE PHONE: *Redacted*TENANTS: Chad Moench PHONE: *Redacted* SHANNON PHONE: *Redacted***THE FOLLOWING TERMS ARE AGREED UPON BY THE TENANTS:**


1. Tenants agree the term of the lease is Sept 1st to April 30, 2022; rent is due on the 28th-30th Day of the month paid by e-transfer or cash.
2. No partying or loud music is permitted in or outside of the home.
3. No smoking inside the home.
4. No additional occupants are to reside in the home other than those listed on the lease.
5. No sub-leasing or Short-Term rentals are permitted in the home.
6. Tenants agree that back yard space is to be clear of garbage
7. Tenants agree that no pets are permitted in the home unless approved by landlord
8. If Replacement keys/garage remote is required, this cost is incurred by the tenant.
9. Tenants agree that a tenant insurance policy will be provided by September 1, 2022
10. Tenants agree that a professional move out clean is required. If cleaning is required at final inspection, tenants agree to pay the cleaning rate at \$35/hour plus Tax.
11. Tenants agree they are responsible for any damage to the home, including furniture.
12. Tenants agree that no furniture, Kitchenware, Etc. Will be removed from the home.
13. The Tenants parent(s) agree they are co-signing and agree to take responsibility that the rent will be paid in full and on time monthly by parents/tenant students.

DocuSigned by:

 A6082EAD6EA44F...


Tenant: Hayley Cartwright

DocuSigned by:

 C9A55372EA03427...

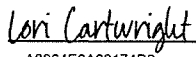
Tenant: Brayden Hessler

DocuSigned by:

 B6464ED10B854E5...

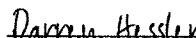
Tenant: Chad Moench

DocuSigned by:

 FEE8C69DA08F475...

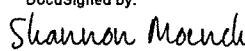
Landlord: 1245948 BC LTD.

DocuSigned by:

 A8964E0A99174D9...

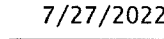
Parent: Lori Cartwright

DocuSigned by:

 FCA4FEAD5B4441B...

Parent: Jacqueline Hessler

DocuSigned by:

 6D8D5E8BFF2A402...

Parent: Shannon Moench

DocuSigned by:

 7/27/2022

Date:

7/27/2022

Date:

7/29/2022

Date:

8/1/2022

Date:



Residential Tenancy Agreement

Important Notes:

#RTB-1

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the *Residential Tenancy Act* (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent legal advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this Agreement form. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement (form RTB-5).

The words **tenant** and **landlord** in this tenancy agreement have the same meaning as in the RTA, and the singular of these words includes the plural. In this tenancy agreement, the words **residential property** have the same meaning as in the RTA. **Residential property** means a building, a part of a building or related group of buildings, in which one or more rental units or common areas are located; the parcel or parcels on which the building, related group of buildings or common areas are located; the rental unit and common areas and any other structure located on the parcel or parcels.

IF ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (form RTB-26) RTB-26 used & attached: ☐

RESIDENTIAL TENANCY AGREEMENT between: (use full, correct legal names)

the LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

1245948 BC LTD.

last name

first and middle name(s)

last name

first and middle name(s)

and the TENANT(S):

MCGREGOR

last name

JOHN (ALEX)

first and middle name(s)

MCGREGOR

last name

AMANDA

first and middle name(s)

(optional) phone number

(optional) other phone number

- Redacted

ADDRESS OF PLACE BEING RENTED TO TENANT(S) called the 'rental unit' in this agreement:

6

unit number

1275 Brookside Ave

street number and street name

Kelowna

city

BC

province

V1Y 5T5

postal code

ADDRESS FOR SERVICE of the ☐ landlord ☒ landlord's agent:

1

unit/site #

4205-27th Street

street number and street name

Vernon

city

BC

province

V1T4Y3

postal code

250

daytime phone number

863-6583

other phone number

fax number for service

1. APPLICATION OF THE RESIDENTIAL TENANCY ACT

- 1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the *Residential Tenancy Act* or a regulation made under that Act, or any standard terms. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.
- 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- 3) The requirement for agreement under subsection (2) does not apply to:
 - a) a rent increase given in accordance with the *Residential Tenancy Act*,
 - b) a withdrawal of, or a restriction on, a service or facility in accordance with the *Residential Tenancy Act*, or
 - c) a term in respect of which a landlord or tenant has obtained an arbitrator's order that the agreement of the other is not required.

2. BEGINNING AND TERM OF THE AGREEMENT (please fill in the dates and times in the spaces provided)

This tenancy created by this agreement starts on:

01	OCT	2021
day	month	year

Check ☐ A) and continues on a month-to-month basis until ended in accordance with the Act.

A, B or C ☐ B) and continues on another periodic basis, as specified below, until ended in accordance with the Act.
☐ weekly ☐ bi-weekly ☐ other:

☒ C) and is for a fixed term ending on

31	AUG	2022
day	month	year

IF YOU CHOOSE C, CHECK AND COMPLETE D OR E

Check ☒ D) At the end of this time, the tenancy will continue on a month-to-month basis, or another fixed length of time, unless the tenant gives notice to end tenancy at least one clear month before the end of the term.

☐ E) At the end of this time, the tenancy is ended and the tenant **must vacate** the rental unit.

This requirement is only permitted in circumstances prescribed under section 13.1 of the Residential Tenancy Regulation, or if this is a sublease agreement as defined in the Act.

Reason tenant must vacate (required):

Residential Tenancy Regulation section number (if applicable):

* If you choose E, both the landlord and tenant must initial here

The tenant **must move out on or before the last day of the tenancy.**

Landlord's
Initials

Tenant's
Initials

3. RENT (please fill in the information in the spaces provided)**a) Payment of Rent:**

The tenant will pay the rent of \$

 each (check one) ☐ day ☐ week ☒ month to the landlord on the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, 31st)

 day of each (check one) ☐ day ☐ week ☒ month subject to rent increases given in accordance with the RTA.

The tenant must pay the rent on time. If the rent is late, the landlord may issue a *Notice to End Tenancy for Unpaid Rent* (form RTB-30) to the tenant, which may take effect not earlier than 10 days after the date the notice is given.

b) What is included in the rent: (Check only those that are included and provide additional information, if needed.)

The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement.

<input checked="" type="checkbox"/> Water	<input type="checkbox"/> Natural gas	<input checked="" type="checkbox"/> Garbage collection	<input checked="" type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Carpets
<input type="checkbox"/> Cablevision	<input checked="" type="checkbox"/> Sewage disposal	<input checked="" type="checkbox"/> Recycling services	<input checked="" type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> Parking for <table border="1" style="display: inline-table; width: 30px; text-align: center;">2</table> vehicles
<input type="checkbox"/> Electricity	<input checked="" type="checkbox"/> Snow removal	<input type="checkbox"/> Kitchen scrap collection	<input checked="" type="checkbox"/> Stove and oven	<input checked="" type="checkbox"/> Other: <table border="1" style="display: inline-table; width: 100px; text-align: center;">visitor parking</table>
<input type="checkbox"/> Internet	<input type="checkbox"/> Storage	<input type="checkbox"/> Laundry (coin-op)	<input checked="" type="checkbox"/> Window coverings	<input checked="" type="checkbox"/> Other: <table border="1" style="display: inline-table; width: 100px; text-align: center;">street parking</table>
<input type="checkbox"/> Heat	<input type="checkbox"/> Recreation facilities	<input checked="" type="checkbox"/> Free laundry	<input type="checkbox"/> Furniture	<input type="checkbox"/> Other: <table border="1" style="display: inline-table; width: 100px; height: 20px; vertical-align: middle;"></table>
<input type="checkbox"/> Additional information: <table border="1" style="display: inline-table; width: 300px; height: 20px; vertical-align: middle;"></table>				

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposits

The tenant is required to pay a security deposit of \$ **1,750**

by

23	AUG	2021
day	month	year

B. Pet Damage Deposit ☐ not applicable

The tenant is required to pay a pet damage deposit of \$ **1,750**

by

23	AUG	2021
day	month	year

- 1) The landlord agrees
 - a) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
 - b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and
 - c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
 - i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - ii) the landlord applies for dispute resolution under the *Residential Tenancy Act* within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.
- 2) The 15 day period starts on the later of
 - a) the date the tenancy ends, or
 - b) the date the landlord receives the tenant's forwarding address in writing.
- 3) If a landlord does not comply with subsection (1), the landlord
 - a) may not make a claim against the security deposit or pet damage deposit, and
 - b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.
- 4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

5. PETS

Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the *Guide Dog and Service Dog Act*.

6. CONDITION INSPECTIONS

- 1) In accordance with sections 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [condition inspections], the landlord and tenant must inspect the condition of the rental unit together
 - a) when the tenant is entitled to possession,
 - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - c) at the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the *Residential Tenancy Act* [consequences if report requirements not met].

7. PAYMENT OF RENT

- 1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a *10 Day Notice to End Tenancy* (form RTB-30) to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- 2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.
- 3) The landlord must give the tenant a receipt for rent paid in cash.
- 4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

8. RENT INCREASE

- 1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy Branch office or Service BC office.
- 2) A landlord must give a tenant three whole months notice, in writing, of a rent increase. [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be three whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- 3) The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy Branch for assistance.
- 4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy Branch.

9. ASSIGN OR SUBLET

- 1) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this tenancy agreement is for a fixed length and has 6 months or more remaining in the term, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
- 2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution under the *Residential Tenancy Act*.

10. REPAIRS

- 1) Landlord's obligations:
 - a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
 - b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may

seek an arbitrator's order under the *Residential Tenancy Act* for the completion and costs of the repair.

2) Tenant's obligations:

- a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.
- b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary order through dispute resolution under the *Residential Tenancy Act* for the cost of repairs, serve a notice to end a tenancy, or both.

3) Emergency Repairs:

- a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
- b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.
- c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.
- d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing
 - i) major leaks in pipes or the roof,
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - iii) the primary heating system,
 - iv) damaged or defective locks that give access to a rental unit, or
 - v) the electrical systems.

11. OCCUPANTS AND GUESTS

- 1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit

- 2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.
- 2.1) Despite subsection (2) of this section but subject to section 27 on the Act [terminating or restricting services or facilities], the landlord may impose reasonable restrictions on guests' use of common areas of the residential property.
- 3) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved through dispute resolution under the *Residential Tenancy Act*.

12. LOCKS

- 1) The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.
- 2) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- 3) The tenant must not change locks or other means of access to
 - a) common areas of residential property, unless the landlord consents to the change, or
 - b) his or her rental unit, unless the landlord consents in writing to, or an arbitrator has ordered, the change.

13. LANDLORD'S ENTRY INTO RENTAL UNIT

- 1) For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.
- 2) The landlord may enter the rental unit only if one of the following applies:
 - a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states
 - i) the purpose for entering, which must be reasonable, and
 - ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
 - b) there is an emergency and the entry is necessary to protect life or property;
 - c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
 - d) the tenant has abandoned the rental unit;
 - e) the landlord has an order of an arbitrator or court saying the landlord may enter the rental unit;

- f) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.
- 3) The landlord may inspect the rental unit monthly in accordance with subsection (2) (a).
- 4) If a landlord enters or is likely to enter the rental unit illegally, the tenant may apply for an arbitrator's order under the *Residential Tenancy Act*, to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the rental unit to the landlord.

14. ENDING THE TENANCY

- 1) The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month. [For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]
- 2) This notice must be in writing and must
 - a) include the address of the rental unit,
 - b) include the date the tenancy is to end,
 - c) be signed and dated by the tenant, and
 - d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.
- 3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the *Residential Tenancy Act*.
- 4) The landlord may end the tenancy only for the reasons and only in the manner set out in the *Residential Tenancy Act* and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy Branch.
- 5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
- 6) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

16. RESOLUTION OF DISPUTES

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the *Residential Tenancy Act*.

17. ADDITIONAL TERMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the *Residential Tenancy Act* and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.
- c) Attached to this tenancy agreement, there ☒ is ☐ is not an Addendum

If there is an Addendum attached, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum:

Number of additional terms in the Addendum:

By signing this tenancy agreement, the landlord and the tenant are bound by its terms.

LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)	
1245948 BC LTD.	
last name	first and middle name(s)
Signature: _____	Date: _____
last name	first and middle name(s)
Signature: _____	Date: _____
TENANT(S):	
MCGREGOR	
last name	first and middle name(s)
Signature: _____	Date: _____
MCGREGOR	
last name	first and middle name(s)
Signature: _____	Date: _____

General Information about Residential Tenancy Agreements

Important Legal Document – This tenancy agreement is an important legal document. Keep it in a safe place.

Additional Terms – Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement.

Amendment of the RTA – The RTA or a regulation made under the RTA, as amended from time to time, may take priority over the terms of this tenancy agreement.

Condition Report – The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition report. If the landlord allows the tenant to have a pet after the start of the tenancy, an inspection report must be done on the day the tenant starts keeping a pet or on another day mutually agreed to by the landlord and tenant, unless the tenancy started on or after January 1, 2004, and a condition inspection report was completed at that time. A report may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection, and each should keep a copy.

Change of Landlord – A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

Resolution of Disputes – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancy Branch for clarification of their rights and responsibilities or an intervention. If no agreement is reached, a landlord or a tenant may apply for a dispute resolution to get a decision. Many, but not all, kinds of disagreements can be decided by dispute resolution.

FOR MORE INFORMATION

RTB website: www.gov.bc.ca/landlordtenant

Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020

Victoria 250-387-1602

ADDENDUM TO BC TENANCY AGREEMENTADDRESS: UNIT 6-1275 BROOKSIDE AVE, KELOWNA B.C.LANDLORD: 1245948 BC LTD. CONTACT: RICHARD PROVOST PHONE: 250-863-6583EMAIL: RICHARD@PMBCHOMEBUYERS.CA (same for email transfer)TENANTS: AMANDA MCGREGOR & JOHN (ALEX) MCGREGOR**THE FOLLOWING TERMS ARE AGREED TO BY THE TENANTS:**

1. Rent is \$3,500/month and due on the last day of the month by etransfer to the email above. If late, a \$125 late fee applies.
2. No partying is permitted in or outside of the home.
3. No smoking of any kind is permitted in the home or on property.
4. No additional occupants are permitted to reside in the home other than those listed on the application, unless approved by the landlord.
5. No sub-leasing or short term rentals are permitted.
6. Tenants agree dogs are not to be left alone outside the property and they are to be taken off property for daily needs. No excessive barking will be tolerated.
7. Tenants agree that common areas, patio and yard space is to remain clear of garbage.
8. If replacement keys or garage remote is required, this is a cost incurred by tenants.
9. Tenants agree that a 'move out' clean is required to original 'move in' clean condition. If cleaning is required at final inspection, tenants agree to pay for cleaning services at \$38/hr.
10. Tenants agree that the carpet is to be professionally cleaned at move out.
11. Tenants agree that rental insurance is required.
12. Tenants agree that they are responsible for any damage in or outside of the home.

Tenant: John (Alex) McGregor_____
Date_____
Tenant: Amanda McGregor_____
Date_____
Landlord: Richard Provost
1245948 BC LTD_____
Date



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For
1245948 B.C. LTD.

Date and Time of Search: December 09, 2022 08:56 AM Pacific Time

Currency Date: August 19, 2022

ACTIVE

Incorporation Number: BC1245948

Name of Company: 1245948 B.C. LTD.

Business Number: 739400737 BC0001

Recognition Date and Time: Incorporated on March 31, 2020 10:24 AM Pacific Time In Liquidation: No

Last Annual Report Filed: March 31, 2022 Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address:
270 HIGHWAY 33 WEST
KELOWNA BC V1X 1X7
CANADA

Delivery Address:
270 HIGHWAY 33 WEST
KELOWNA BC V1X 1X7
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
270 HIGHWAY 33 WEST
KELOWNA BC V1X 1X7
CANADA

Delivery Address:
270 HIGHWAY 33 WEST
KELOWNA BC V1X 1X7
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Provost, Richard

Mailing Address:
689 BALSAM ROAD
KELOWNA BC V1W 1C1
CANADA

Delivery Address:
689 BALSAM ROAD
KELOWNA BC V1W 1C1
CANADA

This is Exhibit "J" referred to in the
affidavit of C. Cheveldave

Sworn before me at Kamloops
In the Province of British Columbia
this 22 day of December 20 22

Adulro
Commissioner for taking Affidavits within British Columbia

NO OFFICER INFORMATION FILED AS AT March 31, 2022.

NOTICE TO END TENANCY FOR UNPAID RENT

TENANTS: You are advised to review the information contained herein and pay the unpaid rent to avoid being evicted from your home.

This is a notice issued to you under paragraph 3 of the Court Order made on November 23, 2022 in British Columbia Supreme Court Kelowna Registry No. KEL-S-H-135244 (the "Receivership Order") which has been previously provided to you. Paragraph 3 states:

3. Each of (i) the Respondents and (ii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order including without limitation all persons occupying the Lands as tenants (all of the forgoing, collectively, being "**Persons**" and each a "**Person**") shall forthwith grant immediate and continued access to the Lands to the Receiver, and shall deliver and vacate all such Lands to the Receiver upon the Receiver's request.

TENANT INFORMATION:

Francois St. Onge / Vilay Khammanivong / The Occupants
#2 – 1275 Brookside Avenue
Kelowna, BC V1Y 5T5
1-587-899-3462
vilaykay@gmail.com

C. Cheveldave & Associates Ltd., the Court-Appointed Receiver (the "**Receiver**") under the Receivership Order, hereby requires that you pay rent to the Receiver by no later than January 1, 2023, failing which you are required to make arrangements to vacate the premises.

To date you have failed to pay rent for the months of November 2022 and December 2022, contrary to the requirements of the Receivership Order. Rent for January 2023 is coming due imminently.

In addition to not paying rent, you have failed to provide a copy of your tenancy agreement to the Receiver, contrary to the requirements of the Receivership Order.

You can avoid having your tenancy terminated and being evicted by paying your rent arrears for the months of November 2022 and December 2022, by paying rent for January 2023, and by providing a copy of your tenancy agreement to the Receiver as required by the provisions of the Receivership Order, **by no later than January 1, 2023.**

In the event payment and a copy of your tenancy agreement are not received by January 1, 2023, the Receiver will be applying to the British Columbia Supreme Court for a Writ of Possession for the court bailiff to evict you from the premises.

This is Exhibit K referred to in the
affidavit of C. Cheveldave
Sworn before me at Kamloops
In the Province of British Columbia
this 22 day of December 2022
[Signature]

RECEIVER'S INFORMATION:

You can forward a copy of your tenancy agreement and make your payment preferably via e-transfer to the Receiver by email to: ctcheveldave@telus.net. Alternatively, you can courier payment by way of bank draft to the Receiver at the following address:

C. Cheveldave & Associates Ltd.
600 – I, 235 First Avenue
Kamloops, BC V2C 3J4
1-250-819-8614 (direct)
ctcheveldave@telus.net

Should you have any questions regarding this notice, please contact the Receiver by email: ctcheveldave@telus.net or by phone at 1-250-819-8614.

Govern yourselves accordingly.

**C. Cheveldave & Associates Ltd. – Receiver of the Lands of
1245946 BC Ltd. and not in its Personal Capacity**

PER:



**C.F. (Cecil) Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
President**

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TENANT INFORMATION:

Sarah Garniss / Cole Cole / The Occupants
#3 – 1275 Brookside Avenue
Kelowna, BC V1Y 5T5
1-780-691-8451 / 1-780-691-9833

C. Cheveldave & Associates Ltd., the Court-Appointed Receiver (the “**Receiver**”) under the Receivership Order, hereby requires that you pay rent to the Receiver by no later than January 1, 2023, failing which you are required to make arrangements to vacate the premises.

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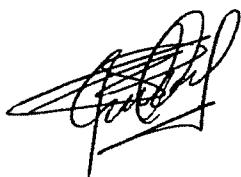
C. Cheveldave & Associates Ltd.
600 – I, 235 First Avenue
Kamloops, BC V2C 3J4
1-250-819-8614 (direct)
ctcheveldave@telus.net

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Govern yourselves accordingly.

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PER:



**C.F. (Cecil) Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
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TENANT INFORMATION:

Nathan Obregewitsch / Jen Obregewitsch / Julie Pillon / The Occupants
 #4 – 1275 Brookside Avenue
 Kelowna, BC V1Y 5T5
 1-587-228-8331

Nathan.handh@gmail.com / nathan@hoopstrengthkelowna.com /
 jenobregewitsch@gmail.com / juliedpillon@gmail.com

C. Cheveldave & Associates Ltd., the Court-Appointed Receiver (the "**Receiver**") under the Receivership Order, hereby requires that you pay rent to the Receiver by no later than January 1, 2023, failing which you are required to make arrangements to vacate the premises.

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TENANT INFORMATION:

Leanne Rockwell / Anthony Warmann / The Occupants
 #5 – 1275 Brookside Avenue
 Kelowna, BC V1Y 5T5
 1-250-718-7200
lprockwell@shaw.ca

C. Cheveldave & Associates Ltd., the Court-Appointed Receiver (the "**Receiver**") under the Receivership Order, hereby requires that you pay rent to the Receiver by no later than January 1, 2023, failing which you are required to make arrangements to vacate the premises.

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**C.F. (Cecil) Cheveldave, CPA, CMA, CAFM, CMC, CIRP, LIT
President**

No. KEL-S-H-135244
KELOWNA REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

HARBOURFRONT HOLDINGS LTD.

PETITIONER

AND:

1245946 B.C. LTD.
RICHARD VERNON PROVOST
LINDSAY ANDREA KNITTER
HIS MAJESTY THE KING IN RIGHT OF CANADA
OCCUPANTS OF THE LANDS
CHAD MOENCH, BRAYDEN HESSLER, HAYLEY
CARTWRIGHT
FRANCOIS ST. ONGE AND VILAY
KHAMMMANIVONG
SARAH GARNISS AND COLE COLE
NATHAN OBRIGEWITSCH, JEN OBRIGEWITSCH AND
JULIE PILLON
LEANNE ROCKWELL AND ANTHONY WARMANN
JOHN ALEX MCGREGOR AND AMANDA MCGREGOR

RESPONDENTS

AFFIDAVIT

FILE NO. 5001-108

SAD/lt

MCMILLAN DUBO LLP
401, 121 5th Avenue
Kamloops, BC V2C 0M1
Phone: 778-765-1701