

APPLICATION FOR RENOVATION- COMMERCIAL UNIT

Date: _____

To: Strata Plan _____ (hereinafter called the Corporation)
c/o TML Management Group Ltd.
Unit 108, 2680 Shell Road
Richmond, B.C., V6X 4C9
Tel: 604-207-9001 Fax: 604-248-1688

Dear Sir:

RE: _____ (hereinafter called the unit)

We wish to request for permission to carry out the following works to the above unit (if you need more space, please insert additional page(s) to this application)

Commencement Date: _____

Expected Completion Date: _____

We attach herewith the followings:

- Architectural drawings on the proposed renovations
- Detailed information of the project manager, engineer, sub-contractor and related parties
- A copy of WorkSafeBC's clearance letter and certificate of liability insurance not less than \$2 million for the general contractor

I understand that I have to pay an administration/documentation fee of \$0.80/sq. ft. of the strata lot(s), minimum of \$300.00 (plus applicable tax), payable to "**TML Management Group Ltd.**", in order to process the above application. The said fee does not guarantee the acceptance of this application.

Having read the terms and conditions contained in this package, I/we agree to fully abide by them.

Yours truly,

Signature

Name of Owner: _____

Tel (Office): _____

Tel (Cellular): _____

PARTICULARS OF CONTRACTOR (INSURANCE CERTIFICATES ATTACHED)

Name of company: _____

Address: _____

Contact Person: _____ Contact No.:: _____

List of Sub-contractor: _____

Estimated Period of Work:

From: _____ To: _____

Security Deposit Paid: **\$2,000.00** (Payable to Your Strata Plan)

The above application made is granted and approved subject to the terms and conditions stated in this package. The owner agrees all terms and conditions in this application and agreement.

Date

Signature of Owner

Date

Authorized Signature of Strata Corporation or its agent for Strata Plan _____

TERMS AND CONDITIONS GOVERNING RENOVATION WORKS

In applying for approval to carry out renovation works to the said unit, the owner, resident and his renovation contractor do undertake to abide by and be subject to the following terms and conditions and do agree to be jointly and severally liable for breach of any of the said terms and conditions.

1. Type of Work

- 1.1 The owner or resident and his contractors can only proceed with those works listed on page 1 which has been duly approved by the Corporation or its agent.
- 1.2 In carrying out these works, the owner or resident or his contractors also undertake to indemnify the Corporation against any legal proceedings or suits arising from such works regardless of whether or not these arise from negligence of the owner, resident, contractors or any other servants and agents.
- 1.3 The owner/contractor shall provide insurance coverage for Public Liability for damage against any common property and property of other owners, for injury or death to any other person, and WorkSafe BC coverage for his own workers. **The owner or residents can gain access to any special rooms (e.g. mechanical, electrical, sprinkler rooms etc.) ONLY for the above purpose and should advise to obtain approval from the Insurer of the building of the date and time when the sprinkler system has to be shut off. Please be advised that service fee applies for providing access into the common service rooms (\$30/hour with a minimum of 2 hours charge plus applicable taxes), please notify our office at least two days in advance.**
- 1.4 Any renovation allowed by the Corporation shall be subject to the undertaking that the owner or resident is fully responsible for any damages arising from these works.
- 1.5 The owner and/or the contractor undertake to comply with all statutory regulations and in the case of renovation requiring permits from the relevant authorities, e.g. Building Control and Public Works Department the onus is on the owner and the contractor to secure such permits to the satisfaction of the Corporation before commencing such renovation work.
- 1.6 If the owner and/or the contractor fail to secure such permits when such permits are required by the statutory regulations, then the Corporation shall cause such illegal renovations to comply with such statutory regulations and the owners and contractor shall be liable for such expenses incurred by the Corporation as a consequence of such breach.

2. Structure of Unit

- 2.1 The owner and contractor shall ensure that the works to be carried out will not in any way affect the structure of the housing unit or the common property.
- 2.2 Any modification pertaining to the structure of the condominium and/or housing unit in the renovation work **MUST** be accompanied with a professional engineers certification.

3. Restriction

- 3.1 An owner or resident shall not at any time:-
 - a) Make any alterations to the windows installed in the external walls of the subdivided building without having obtained the written approval of the Corporation.
 - b) Make any alterations or additions to any balcony of his unit without the approval in writing of the Corporation.
 - c) Hack off or remove beams, slabs and columns.
 - d) Raise existing floor level e.g. to split the level of any portion of the existing floor either by adding concrete platform and/or timber platform, or install false ceilings in the hall, dining room and bedrooms.
 - e) Install awnings or other reflective sun-shading devices/projections visible outside of the unit.
 - f) Make any alterations to the existing refuse chute hopper.

- g) Brick up or block up service ducts and/or pipes.
- h) Install iron grilles at the common corridor or staircase landing outside the entrances of his housing lot.
- i) Re-locate doors and windows.
- j) Lay any type of flooring outside the housing unit e.g. on common lobby / corridor area or staircase landing just outside the entrance of each unit.
- k) Mount or place on any support the air conditioner or compressor on the external facades of the Condominium.
- l) Use of pneumatic drills in carrying out the renovation works.
- m) Relocate the discharge pipe position of wash basin, long bath etc.

In addition of the above said items, all renovation should comply with the Strata Property Act and the Bylaws of the building and all local authorities.

- 3.2 In replacing existing toilets, sink and bathtub, precaution should be taken against damaging the floor slabs and to provide proper water-proofing and owners or residents shall be responsible for any damages or leakages down to the lower floor which may arise from their renovation works.
- 3.3 In replacing the existing flooring with hardwood flooring, owners or residents must ensure the main sub floor should have a soundproof underlay or a sound barrier and new flooring should be restricted to glued down engineered hardwood flooring products or materials of similar nature.

4. Working Hours

Working hours for all renovation work can only be carried out according to Strata bylaws and municipal bylaws.

Owner or resident shall obtain prior approval from the Corporation in the event of the need to carry out work beyond the hours specified by strata bylaws and municipal bylaws. Such approval may be granted provided the work does not affect the peaceful and clean environment of the Condominium and its residents. **The unit owner(s) or resident(s) is required to inform all residents and the Strata Corporation of any disruption of public services arising from the aforesaid renovation at least THREE BUSINESS DAYS PRIOR TO THE DISRUPTION.**

5. Deposit

To ensure compliance, the contractor/owner shall pay a security deposit of **\$2,000.00** by cheque made in favor of the Corporation before permission is granted for work to commence.

Upon completion of the renovation work, the owner will provide a detail report on renovation items and inform the Corporation for an inspection. The Corporation will hire an independent contractor at the strata lot owner's expense which will be deducted from the damage/security deposit for an inspection of common property.

The Corporation will refund the deposit free of interest after all the terms and conditions are complied with i.e. all debris has been removed, no complaints have been received from any owner or resident and no damage has been caused to common property.

In the event that the debris is not cleared or any of the common property is damaged, the Corporation reserves the right to remove such debris and repair the damage, and the costs of such removal or repair shall be deducted from the deposit.

If the said deposit is insufficient to cover the full costs of the removal and repair, then the Corporation reserves the right to recover this difference from the owner as a debt if remain unpaid that will be posted against the strata lot.

6. Security

- 6.1 The Owner, resident and /or contractor shall be responsible for the good conduct and behavior of all workers while they are in the building.
- 6.2 No worker shall be allowed to loiter, sleep, eat or rest in any other places other than the unit concerned.
- 6.3 No worker shall be allowed to use any common properties or common supplies or utilities other than the in the unit concerned.
- 6.4 Any worker found misbehaving or refusing to comply with the security procedures will be asked to leave the building and barred from further entry.

7. Cleanliness

- 7.1 Before painting or cementing any section of the external walls, the owner or his contractor must ensure to lay canvas sheet, gunny sacks or the like to prevent paint dripping or cement droppings onto the floors.
- 7.2 The owner or his contractor must maintain the general cleanliness of the common areas used especially the staircases. He must clean up any area drifted immediately and to the satisfactory of the Corporation.
- 7.3 No debris or construction materials are allowed to be placed on the common areas.
- 7.4 The owner or his contractor undertakes to place all debris in gunny sacks or plastic bags (which he provides for transportation or removal).
- 7.5 All debris must be removed from the building and/or unit upon completion of work.
- 7.6 At the end of each working day, the owner or his contractor is required to clean up the common areas especially the staircase.

8. Non Allowable Items

Installations not allowed to be placed which are visible from the outside of unit and on the external facade include awning, radio/television antennae, blinds or chucks, shades, screens or any other structures.

9. Others

- 9.1 The owner or resident shall allow the Corporation or his authorized officer access at all times during the renovation period into the unit for the purpose of checking that no unauthorized work is being carried out.
- 9.2 The Corporation in its absolute discretion reserves the right to reject any application and revoke any permit granted. The Corporation shall not be liable for any damages arising from the rejection of the application or renovation of the permit.

I acknowledge that I understand the content of this agreement and I have the opportunity to seek further advice prior to signing this agreement. I understand I have to provide a copy of this agreement to the contractor(s) before commencement of work. I, as Owner of the Unit will be responsible for any damages should the contractor(s) or his workers fail to comply with the terms set in this agreement.

Name of Owner: _____ Signature: _____

Name of Building: _____

Date: _____

~ END OF AGREEMENT ~

Initial