IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *The Owners, Strata Plan BCS 2884,* 2024 BCSC 2373

Date: 20241121
Docket: S-234862
Registry: Vancouver

Re: The Owners, Strata Plan BCS 2884

In the matter of Section 173(2) of the Strata Property Act

Before: The Honourable Justice Stephens

Oral Reasons for Judgment

In Chambers

Counsel for the Petitioner, The Owners, Strata Plan BCS 2884:	K. Uppal
Counsel for the Respondents listed in Appendix A to a petition response filed May 14, 2024:	C. Wong
Place and Date of Hearing:	Vancouver, B.C. October 22 and 28, 2024
Written Submissions of the Petitioner	November 1, 2024
Written Submissions of the Respondents	November 8, 2024
Place and Date of Judgment:	Vancouver, B.C. November 21, 2024

Overview

[1] **THE COURT:** The petition in this matter has been brought by the petitioner strata corporation for the relief sought set out in paras. 1 and 2 in Part 1 of the petition. The relief sought is for court approval of a resolution for a special levy to raise the approximate amount of $3.9 million for work for 2023 building envelope maintenance repairs.

[2] There are 286 strata units in the building which is called the “Lotus”. The proposed expenditure would be from approximately $10,000 to $18,000 per strata unit.

[3] The special levy resolution came on for a vote on April 13, 2023, and there was a quorum of vote and 53% voted in favour, but the requisite 75% vote was not achieved. The petitioner then filed the petition under s. 173 of the *Strata Property Act,* S.B.C. 1998, c. 43.

[4] In support of the petition, the president of the strata council has deposed, among other things, that the council majority was of the view that the strata corporation's repair and maintenance obligations required it to pass the levy and perform the work, and that in any event it was in the best interests of all owners to do the work before experiencing failures, liability claims against the strata for common property failure, and further inflated replacement costs occur.

[5] The petition is opposed by certain unit holders listed in Appendix A to a petition response filed May 14, 2024, being 43 strata units representing what I understand to be approximately 15% of the strata units.

[6] The petition for s. 173 relief was filed on July 10, 2023, over one year ago.

[7] In support of their petition relief, the petitioners rely on reports in evidence before me from LDR Engineering Group (“LDR”), including a 2021 Building Enclosure Condition Assessment, (the “BECA”), and a 2022 depreciation report.

[8] The petitioner further relies on a letter from LDR dated April 25, 2023, which states, among other things, that not implementing such maintenance repairs is likely to result in further damage in the future. And in some cases, such as the proposed re-roofing work on Towers A and B (i.e., reattach of the window wall screen), it will also help address safety concerns.

[9] The petitioner further relies on a responding review report of LDR dated July 3, 2024, including at pages 111 to 113 of the report pages, which states in part as follows, and I am reading now from the Response to Second Opinion on Building Enclosure Maintenance Repairs report from LDR and referring to the page numbers in the top right-hand corner. At page 111, under s. 3.3, it states in part:

> …We consider the attachment of the window wall screens a life safety issue, therefore, a high priority, immediate action item.

And further:

> There is no mention of concrete spalling, which we consider a life safety issue and therefore an immediate action item. …

[10] At s. 3.5 it states in part:

> … delaying the remaining work will likely result in more damage and increased costs, plus inflation.

[11] At s. 3.6 it states in part:

> Further delaying this work could result in damage to the remaining systems (i.e. require further removal of the base coat), water ingress, deterioration to the suspended slab, spalling concrete, and/or delaminating concrete.

And further on page 113, still in s. 3.6, it states in part:

> To avoid further damage to the remaining base coat (i.e. beyond Level P2 drive aisles and ramps), and to avoid water ingress through the suspended parking garage slab and possible deterioration, we do not recommend delaying for 5 years. Rather we recommend all this work be completed now, as part of the first priority category, and as part of the proposed scope of work.

[12] And at s. 3.7 on page 113, it states in part:

> Further delaying this work could result in water ingress, spalling concrete, and/or delaminating concrete.

[13] And at page 115 of the report under "Further Discussion", s. 3.9, LDR states, in part:

> It is important to note that the TCC Report does not consider construction efficiencies, economies of scale, the services lives of the components and systems, and a comprehensive long term maintenance strategy for the complex, all of which were considered when we developed the scope of work in the Tender Documents. It is not realistic to view each building enclosure component in isolation when a planning repair strategy.

[14] The petitioner further relies on affidavit #2 of Mr. Black of LDR, including at paras. 5–7, which opines there would be costs associated with delay in implementing the recommended repairs.

[15] The work plan associated with the LDR recommendations for repairs is set out at pages 301 to 305 in the LDR report in the application record at tab 3D, as well as a March 14, 2023 general summary of the proposed scope of work set out in a notice in the application record at tab 3G.

[16] The petitioner contends that two of the recommendations for work to which the special levy relates to are life safety issues (regarding concrete spalling and window wall screen work) and the remainder are necessary to prevent significant loss or damage, physical or otherwise, within the meaning of s. 173(2). I state in this regard that I find that the window wall screen work was sufficiently identified in the LDR documents describing the proposed scope of work (and I refer to the March 14, 2023 notice and the April 25, 2023 letter from LDR), and do not accept the petition respondents' submission that such proposed repairs were not identified by LDR.

[17] The petition respondents rely on their own engineering reports, namely, two reports prepared by Tri-Can Consulting, ("TCC"), dated April 23, 2024, and October 4, 2024, which are in evidence and were referred to by counsel in their submissions. I note that TCC stated in their second opinion report that no items were observed to require immediate action to protect life and safety (see tab 11, page 6),

and in the TCC second commenting report it stated that TCC provided a second opinion based on life and safety (see tab 14, page 9) and that TCC was requested to comment on life and safety risks (see page 11 and page 17), although consideration of life and safety risks is not the only criterion relevant to a court's s. 173(2) analysis.

[18] The petition respondents contend that although some of the proposed work is justified (regarding concrete spalling), the scope of work in total is excessive, unnecessary and excessively or inappropriately focussed on economy and scale and inflation mitigation considerations. However, I note that the LDR responding review report made several statements with respect to risk of future damage, as well as stating economy and scale considerations had also been taken into account (see pages 111 to 115 of the Response to Second Opinion Building Enclosure and Maintenance Repairs report of LDR, which was attached as Exhibit B to Mr. Black's affidavit #3 at tab 5B of the application record).

Issues

[19] Issue 1: Does the petitioner meet the threshold test for court approval of a special levy under s. 173?

[20] Issue 2: If so, should the court exercise its discretion to grant approval of the resolution for the special levy?

Legal Background

[21] Section 173(2) of the Act is at issue, and it reads in relevant part:

> (2) If, under section 108(2)(a),
>
> (a) a resolution is proposed to approve a special levy to raise money for the maintenance or repair of common property or common assets that is necessary to ensure safety or to prevent significant loss or damage, whether physical or otherwise, and
>
> (b) the number of votes cast in favour of the resolution is more than 1/2 of the votes cast on the resolution but less than the 3/4 vote required under section 108(2)(a),
>
> the strata corporation may apply to the Supreme Court, on such notice as the court may require, for an order under subsection (4) of this section.

…

(3) An application under subsection (2) must be made within 90 days after the vote referred to in that subsection.

(4) On an application under subsection (2), the court may make an order approving the resolution and, in that event, the strata corporation may proceed as if the resolution had been passed under section 108(2)(a).

[22] *Thurlow & Alberni Project Ltd. v. The Owners, Strata Plan VR 2213*, 2022 BCCA 257 [*Thurlow & Alberni*], is a leading case on this statutory provision and sets out the guiding principles. In their submissions, counsel for the petition respondents argued that the *Thurlow & Alberni* case is distinguishable from the case before me since here the proposed repairs cover multiple different aspects of proposed repair. I do not agree with that submission, and I find that the *Thurlow & Alberni* case is not distinguishable and instead sets out governing principles binding on me with regard to s. 173 applications.

[23] In *Thurlow & Alberni*, the Court of Appeal stated in part:

> [78] … The approach taken to applications under this provision may be instructive. In general, for obvious reasons, judges have not been inclined to second guess recommendations to repair structures or to become directly involved in the timing or sequencing of repair.

And the Court stated that:

> [82] Section 173 gave strata corporations an additional tool to enable them to discharge their statutory obligations.

[24] The *Thurlow & Alberni* case further states:

> [85] … As Ralph J. observed in *Browne*: “the strata corporation is entitled to determine which actions to take in order to meet its statutory obligation”: at para. 30.
>
> [86] The same is true, in my view, when s. 173(2) is invoked. Before an application for court approval can be brought, the Strata Corporation must have proposed a resolution to approve a special levy. The levy must be intended to raise money for the maintenance or repair of common property, or common assets the Strata Corporation considers to be necessary to ensure safety or to prevent significant loss or damage. The *Act* requires the resolution to specify, among other particulars, the purpose of the levy; its total amount; and the date by which the levy is to be paid or, if the levy is payable in instalments, the dates by which the instalments are to be paid: at s. 108(3). Because the *Act* gives the court the power to approve a special resolution,

> rather than the power to draft the resolution, it leaves in the hands of the Strata Corporation the responsibility for formulation of the resolution and discretion to determine the timing and scope of repairs. It would be unworkable to leave such matters in the hands of the courts.
>
> [87] For that reason, in my view, Fitzpatrick J. was correct in *Strata Plan VIS114*, to conclude, after citing *Weir v. Owners, Strata Plan NW 17*, 2010 BCSC 784, and *Browne*, that the starting point for the analysis should be deference to the decision made by the strata council, approved by the majority of owners: at para. 68.

Step 1 - Is the Proposed Work Necessary

[25] With regard to the threshold question, the Court of Appeal in *Thurlow & Alberni* stated:

> [92] I agree with the conclusions of Fitzpatrick, Pearlman and Morellato JJ. The provision in question is remedial. It should be read purposively with a view toward permitting strata corporations to discharge their statutory obligation to maintain and repair the strata property. It permits the court to authorize special levies to effect repairs that are necessary, but does not require that the repairs be immediately necessary or that the proposed repair be the minimum necessary to address the problem. It should be read in a manner that permits the Strata Corporation to determine the timing and method of repair. The *Act* requires the Strata Corporation to maintain and repair its common property. Section 173, seen in that context, is not intended to place the court in the position of overseeing or managing repairs but, rather, to afford a tool to break a deadlock and permit a simple majority to resolve to effect necessary repairs. It would be contrary to the remedial intention of the provisions to require the court to intensively analyse the scope of the work the strata corporation proposes to do. Doing so will only increase costs to owners and fail to address the deadlock the legislature clearly intended to resolve.
>
> …
>
> [93] The chambers judge noted the Strata Corporation has the onus of proving on a balance of probabilities that the repairs are necessary to ensure safety or to prevent significant loss or damage, physical or otherwise, and that “significant loss or damage” is that which is considered to be “extensive or important enough to merit attention”: at paras. 113–114. It is correct that in order to invoke the court’s authority to make an order under s. 173(2), the Strata Corporation must establish the work proposed is necessary. It is not, however, necessary for the Strata Corporation to establish that the work must be done immediately, that there is an imminent risk to persons or property or that the work proposed is the minimum necessary to address the identified risk.

[26] Case authorities have interpreted the word "otherwise" in s. 173(2)(a), to include loss of value to the units, potential for waste of money if only targeted repairs

are done, and the potential for increased costs when the remediation does take place: *Thurlow & Alberni* at para. 114. Therefore, cost is a relevant factor in a s. 173(2) analysis.

[27] If the evidence establishes the existence of a safety risk or risk of significant loss or damage, physical or otherwise, and that one reasonable way to deal with that risk is to do the work proposed by the strata corporation, then the threshold for making a s. 173(2) order is overcome: *Thurlow & Alberni* at para. 99.

Step 2 - Discretion

[28] Once it is determined the threshold is met, the Court of Appeal states a court must consider if discretion should be exercised in favour of approving the resolution. *Thurlow & Alberni* states:

> [100] . . . the judge should have considered factors going to the exercise of her discretion to approve the special resolution, including:
>
> a) whether the Strata Corporation acted in good faith;
>
> b) whether there were procedural irregularities in the manner in which the resolution was proposed and passed by a majority of the votes cast at its special or annual general meeting;
>
> c) whether the Strata Corporation acted reasonably on the strength of professional advice in seeking to impose the special levy; and
>
> d) whether court approval of the resolution would unfairly prejudice the owners in the minority.

The Test Distilled

[29] I summarize the test as follows:

(1) On a balance of probabilities, are the repairs necessary to ensure safety or to prevent significant loss or damage, physical or otherwise, where “significant loss or damage” means that which is considered to be extensive or important enough to merit attention?

(2) If so, should the court exercise its discretion to approve the special resolution?

Discussion

Threshold Question - Branch 1

[30] I approach this issue as instructed by the case law, including *Thurlow & Alberni*, including that a court should not be inclined to second-guess recommendations to repair structures, and that the starting point for the analysis should be deference to the decision made by the strata council.

[31] After considering the evidence and submissions of counsel, I find that on a balance of probabilities there is risk to safety and significant loss or damage, physical or otherwise, and by significant loss or damage I mean that which is considered to be extensive or important enough to merit attention: *Thurlow & Alberni* at para. 93.

[32] I refer to the evidence relied on by the petitioners on this petition that includes:

(a) the opinion of LDR that some aspects of the proposed work are life and safety issues and that further damage will result if the proposed work is not done. I find that this loss or damage is extensive enough and important enough to merit attention; and

(b) LDR's opinion that doing the work will prevent further costs compared to doing it in future.

[33] I need not decide if the recommended work needs to be done immediately: *Thurlow & Alberni* at para. 92. I find that a "reasonable way" to deal with the identified risks is to do work as that proposed by the strata corporation, and so the threshold for making a s. 173(2) order has been overcome.

[34] I am not persuaded that the evidence filed by the petition respondents, including from TCC, exposes a defect in the evidence of the petitioners in relation to the existence of such risks so as to cause the petitioners to fail to meet the threshold test. I am not persuaded by the respondents that the lifespan information for certain

aspects of the building's assets inventory set out in the 2015 depreciation report undermine the opinions of LDR so as to cause the petitioner to fail to meet the threshold test. That 2015 report was conducted approximately six years before the BECA in 2021, which the petitioner relies on.

[35] The respondents acknowledge that some repair work is necessary (regarding concrete spalling) but contends the proposed work in full goes further than necessary and is relatively extreme and not necessary at this time.

[36] However, the petition respondents' argument invites the court to second-guess the petitioner's recommendations for repair, to not defer to repair decisions of the strata corporation, and to place the court in the position of managing and overseeing repairs and would require the court to intensively analyze the scope of work, all of which the Court of Appeal in *Thurlow & Alberni* instructs this court not to do on a s. 173 application.

[37] I therefore respectfully reject the respondent's arguments in this regard as being contrary to the law set out by the Court of Appeal.

[38] In summary, on the first branch of the test I find on a balance of probabilities that the proposed repairs are necessary to ensure safety or to prevent significant loss or damage, physical or otherwise, and by significant loss or damage I find that to be loss or damage that which is considered to be extensive or important enough to merit attention.

Court's Discretion - Branch 2

[39] Having found the threshold test is met, I must go on to consider whether discretion should be exercised in favour of granting the approval order.

[40] Two arguments were made by the petition respondents regarding why discretion should not be exercised: that the strata corporation did not act in good faith and that the petitioner has not acted reasonably on professional advice.

(a) Whether the Strata Corporation acted in good faith

[41] I have considered the principles with respect to whether the strata corporation has acted in good faith, including that a "party is assumed to have acted in good faith. The onus of proof rests on the party seeking to show bad faith": see *Dockside Brewing Co. Ltd. v. Strata Plan LMS 3837*, 2007 BCCA 183 at para. 156, leave to appeal to SCC ref'd, 32060 (27 September, 2007).

[42] The respondents contend that: (1) the unit holders were not given sufficient notice to consider the proposed work prior to the special general meeting; (2) that a WeChat message from the council president on a platform used by the unit holders, in which he referred to a worse case scenario if repairs were not made, was not a proper communication and demonstrates the petitioner did not act in good faith; and (3) that the petitioners should have disclosed the prior connection between Mr. Black of LDR and the Lotus strata. Is this regard Mr. Black was a unit holder in Lotus until 2017 and he started working in a professional capacity on work involving Lotus in 2019.

[43] Further, the respondents argued that they had not been provided certain documents or reports from the petitioner in a timely and sufficient way. However, the respondents have not established that there has been a breach of any legal obligation by the petitioner to disclose documents to unit holders.

[44] Having considered these arguments and related evidence, I find that the respondents have not demonstrated that the petitioner has not acted in good faith in respect of the special resolution.

(b) Whether the Strata Corporation acted reasonably on the strength of professional advice in seeking to impose a special levy

[45] The respondents argued that the petitioner failed to act reasonably in reliance on the LDR opinions. This argument was similar to the argument of the respondents opposing the first branch of the s. 173 test on the threshold issue.

[46] I do not accept the respondents' arguments in this regard. I find that the respondents have failed to demonstrate that the strata corporation acted unreasonably on the basis of the professional advice it has received, and the opinions provided to it by LDR to which I have been referred: *Thurlow & Alberni* at paras. 87–88.

[47] To the contrary, I find that the petitioner has demonstrated it acted reasonably on the strength of professional advice to impose the special levy.

[48] For these reasons, having considered the factors raised going to the exercise of my discretion to approve the special resolution, I exercise my discretion to approve the resolution pursuant to s. 173(4) of the Act.

Remedy

[49] However, while I have found that s. 173(4) relief should be granted approving the resolution, I note that the petitioner's special resolution dated April 13, 2023, had set out dates for payment of the special levy by unit holders, and those dates have now long passed. I sought supplemental written submissions from the parties as to what remedy should be granted in the event the court approved the resolution.

[50] Counsel for the petitioner directed me to four cases (*The Owners, Strata Plan VIS114 v. John Doe*, 2015 BCSC 13; *The Owners, Strata Plan LMS 1588,* 2021 BCSC 2287; *The Owners, Strata Plan VR 611*, 2017 BCSC 14; and *Davis v. The Owners, Strata Plan NW 3411*, 2020 BCSC 1434), but no case where s. 173 was explicitly interpreted in this context.

[51] In *Davis*, the court ordered that the levy was to be paid within 60 days of the issuance of a levy to allow owners a reasonable time to arrange payment.

[52] There is ambiguity in the statutory scheme in this regard to the extent that s. 108 of the Act requires a special levy calculate each strata lot's share of a special levy and must set out dates by which the levy is to be paid: see s. 108(2) and (3)(d) and (e). However, the Act also permits an application by a strata corporation for

court approval if there is more than one-half but less than three-quarters approval, which petition must be made within 90 days of the vote: s. 173(2) and (3).

[53] Section 173(4) of the Act states that the court may make an order approving the resolution, but is silent as to what order the court may make about the dates for payment by unit holders which are set out in the special resolution sought to be approved by the court.

[54] Plainly, it is the case that it is possible under the statutory scheme that the payment date set out in the resolution sought to be approved by the court will have passed when a court gives a decision on whether to approve a resolution or not, raising the spectre that the approval of the court of the resolution as drafted would immediately put unit holders in default of the payment obligations with potential consequences which could flow from such default.

[55] I have considered principles of statutory interpretation, including that legislative coherence is presumed, and an interpretation which results in conflict should be eschewed unless it is unavoidable: *Lévis (City) v. Fraternité des policiers de Lévis Inc.*, 2007 SCC 14 at para. 47 [*Lévis*].

[56] Further, it is a well-established principle of statutory interpretation that the legislature does not intend to produce absurd consequences. An interpretation can be considered absurd if it leads to ridiculous or frivolous consequences, if it is extremely unreasonable or inequitable, if it is illogical or incoherent, or if it is incompatible with other provisions or with the object of the legislative enactment: see *Rizzo & Rizzo Shoes Ltd. (Re)*, [1998] 1 S.C.R. 27 at para. 27, 1998 CanLII 837 [*Rizzo*].

[57] Further, the words of an act are to be read in their entire context, in their grammatical and ordinary sense harmoniously with the scheme of the act, the object of the act, and the intention of Parliament: *Rizzo* at para. 21.

[58] In certain circumstances, a statute should be interpreted to confer jurisdiction by necessary implication, i.e., that which is practically necessary for the

accomplishment of the object intended to be secured by the statutory regime created by the legislature: *ATCO Gas & Pipelines Ltd. v. Alberta (Energy & Utilities Board)*, 2006 SCC 4 at para. 51 [*ATCO Gas*]; R. Sullivan, *Construction of Statutes,* 7th ed (LexisNexis Canada, 2022) at pp 376–377.

[59] Returning to the statutory scheme under the Act in ss. 173(4) and 108(2)(a) in particular, it would be an extremely unreasonable and absurd interpretation of s. 173(4) if it only permitted the court to approve a resolution, without more, which would approve the resolution's dates for payments or installment payments by unit holders which have long passed, and which would put them in default of a requirement to pay a special levy when due simply because of the passage of time before a petition for approval could be heard and decided by a court as contemplated by s. 173.

[60] In my view, I interpret s. 173(4) in accordance with the principles from *Rizzo* and *Lévis*, and having regard to *ATCO Gas*, such that the court must therefore have an implied power when it exercises discretion to approve a resolution to further, in its discretion, make amendments to the terms of the approved resolution to adjust dates in the s. 108(2)(a) resolution so as to not immediately put unit holders in default.

[61] I have considered the parties' submissions as to what amendments would be appropriate in this case in the event I found that relief under s. 173(4) should be granted. I substantially accept the position of the petition respondents (made in the alternative, without prejudice to their position on the merits of the petition since they oppose the granting of any relief at all), that the date in the resolution (“April 13, 2023”) should instead reflect the date of the court's decision, that the words "on the first of each month" should be deleted and that the first payment date should be 50 days from the date of this decision, with the further payments due 80 days and 111 days thereafter, after the date of this decision, respectively.

[62] It is the intention of the court in the order disposing of this petition to adjust the deadline dates for payments of the special levy by the unit holders to give the

owners some time to get their affairs in order to pay the special levy and not be in default of the obligation to pay the special levy immediately upon the granting of this approval order.

Conclusion and Order Granted

[63] In the result, despite the submissions from counsel for the respondents, the relief in para. 1 of the petition is granted, and I make the following orders in these terms:

1. Paragraph 1 of the petition is granted:

   A declaration that the special levy identified as the “3/4 Vote Resolution Full Building Enclosure Rehabilitation Project (Funded by a Special Levy)”, in the amount of $3,925,670, put forward at the petitioner's April 13, 2023 Special General Meeting (the “3/4 Vote Resolution”) is to raise money for the maintenance or repair of common property or common assets that is necessary to ensure safety or to prevent significant loss or damage, whether physical or otherwise.

2. I further make an order that under s. 173(4) of the *Strata Property Act*, S.B.C. 1998, c. 43, as amended, that the 3/4 Vote Resolution as attached is approved subject to the following amendments regarding dates:

   (a) “April 13, 2023” should reflect the date of the decision of this proceeding;

   (b) "on the first of each month" should be deleted;

   (c) “June 1, 2023”, should be 50 days after the date of the decision of this proceeding;

   (d) “July 1, 2023”, should be 80 days after the date of the decision of this proceeding;

(e) “August 1, 2023”, should be 111 days after the date of the decision of this proceeding,

and that the petitioner may proceed as if the 3/4 Vote Resolution had been passed under s. 108(2)(a) of the Act.

[64] That is my decision and order. Are there any submissions on costs?

[SUBMISSIONS ON COSTS]

[65] THE COURT: All right. I have heard counsel's brief submissions on costs, and noting the significant amount of the special levy and hearing counsel's submissions, I find that the parties should bear their own costs of this petition. Each party will bear their own costs.

[66] So that will be the third order, Court Clerk, each party bear their own costs of the petition.

[67] THE CLERK: Yes, thank you, Justice.

[68] THE COURT: Now, before we adjourn, counsel, are there any questions about the order I have granted. Do counsel have the terms of that? The Court Clerk have the terms of that?

[69] CNSL C. WONG: Yes, I have noted them down.

[70] CNSL K. UPPAL: Yes, I do.

[71] THE COURT: I have granted it substantially in the form sought as set out by Mr. Wong, in his supplemental submission, with the caveat that the word "approximately" had been included before the number of days. I have removed that word so that it is specific about the day. But otherwise it was my intention to accept the dates that Mr. Wong for the respondents had set out in his response, and counsel are nodding yes. Mr. Wong, you -- I cannot see you nod yes, but you --

[72] CNSL C. WONG: Yes. I am -- I am nodding, as well.

[73] THE COURT: All right.

[74] CNSL K. UPPAL: Understood --

[75] THE COURT: All right.

[76] CNSL K. UPPAL: -- Mr. Justice, thank you.

[77] THE COURT: All right. And Court Clerk, do you have any questions about the relief? The other aspect of it, just for the court clerk, is that the first order was in essence granting the declaration sought at paragraph one of the petition. Ms. Uppal, you are nodding yes, that was the form --

[78] THE CLERK: Yes, Justice, I am okay with all the orders.

[79] THE COURT: You are okay?

[80] THE CLERK: Yes.

[81] CNSL K. UPPAL: Justice, if I could ask a clarification. Just when I -- when we submit the order to be signed by yourself, can -- should we be submitting it with the schedule attached, the resolution, as I had done in my submissions? Of course, with the -- with the other days?

[82] THE COURT: Well, that was the form of relief sought in paragraph two, which I have just granted.

[83] CNSL K. UPPAL: Yes. Okay. Just wanted to double check. That is how --

[84] THE COURT: That is --

[85] CNSL K. UPPAL: -- that is how we will submit it.

[86] THE COURT: That has a black-line showing what the dates are?

[87] CNSL K. UPPAL: Yes.

[88] THE COURT: All right. And, Mr. Wong, you agree with that, do you? I cannot see you but do you agree with that form that -- that appears to be appropriate just for clarity for the sake of the order.

[89] CNSL C. WONG: Yes. Yes.

[90] THE COURT: So that, Ms. Uppal, my understanding is that you would submit the order as I have read it, attaching the resolution in black-line reflecting the changes as per the order, is that right?

[91] CNSL K. UPPAL: That is correct.

[92] THE COURT: And you agree with that process, Mr. Wong?

[93] CNSL C. WONG: Yes, I agree with that process.

[94] THE COURT: All right. Is there anything further, counsel, before we adjourn today?

[95] CNSL K. UPPAL: Nothing from me, Justice, thank you.

[96] CNSL C. WONG: I do not believe so, Mr. Justice, thank you.

[97] THE COURT: All right. And, Court Clerk, any further from your perspective?

[98] THE CLERK: No, Justice, thank you.

[99] THE COURT: All right. If there is nothing further, counsel, thank you, and we are adjourned.

[100] CNSL K. UPPAL: Thank you.

[101] CNSL C. WONG: Thank you, Mr. Justice.

"Stephens J."