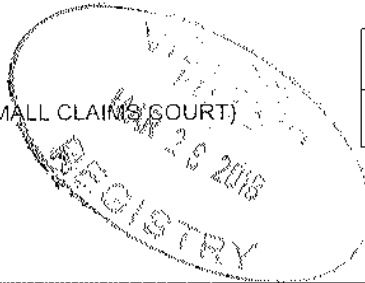


NOTICE OF CLAIM

IN THE PROVINCIAL COURT OF BRITISH COLUMBIA (SMALL CLAIMS COURT)

REGISTRY FILE NUMBER	18 0132
REGISTRY LOCATION	Victoria



NOTICE OF CLAIM

FROM: NAME Gerald John Rotering (lessee) CLAIMANT(S)

ADDRESS 807 Orchard House tower 647 Michigan Street

CITY, TOWN, MUNICIPALITY Victoria PROV. BC POSTAL CODE V8V-1S9 TEL. # 778 679-5855

TO: NAME Westsea Construction Ltd. (lessor) DEFENDANT(S)

ADDRESS Suite 300, 1122 Mainland Street

CITY, TOWN, MUNICIPALITY Vancouver PROV. BC POSTAL CODE V6B-5L1 TEL. # 604 681-2727

WHAT HAPPENED? See attached pages.

If you need more space to describe what happened, attach another page, mark it "Page 2 of the Notice of Claim" and check this box. A copy of the attached page must accompany each copy of the Notice of Claim

WHERE? CITY, TOWN, MUNICIPALITY Victoria PROV. BC **WHEN?** July 2016

HOW MUCH?	a See Attached	\$ 18,947.13
	b	\$ 618.07
	c See "A", Interest on attachment page.	\$ 2,000.00
	d Filing fee, and service fee of \$20.	\$ 176.00

I am abandoning the amount of my claim that is over \$35,000

TIME LIMIT FOR A DEFENDANT TO REPLY

The defendant must complete and file the attached reply within 14 days from being served with this notice, unless the defendant settles this claim directly with the claimant. If the defendant does not reply, a court order may be made against the defendant without any further notice to the defendant. Then the defendant will have to pay the amount claimed plus interest and further expenses.

The Court Address for filing documents is:

Victoria Law Courts
850 Burdett Avenue
Victoria
British Columbia V8W 9J2

TOTAL	\$	
+ FILING FEES		156.00
+ SERVICE FEES		20.00
= TOTAL CLAIMED	\$	21,741.20

DEBT
 OTHER THAN DEBT

Ministry of Justice
Court Registry
2nd Floor - 850 Burdett Ave
PO BOX 9248 Stn Prov Govt
Victoria BC V8W 9J2

What led to this claim:

Beginning in July of 2016 Westsea Construction, owner of our leasehold building, replaced all original exterior windows and balcony doors with upgraded double-pane “thermal-coated” glass materials and new structural beams to hold the new weight, plus replaced all perfectly serviceable bathroom fans, at a cost of \$5,732,549. For my studio suite, I was required to pay \$19,565 towards this capital expense, which I believe is a breach of our “head lease”, dated 17 May 1974.

Our standard-form long-term residential lease does not address capital expenses. At 5.03 the Lessor covenants “to keep in good repair” various aspects of the building, and components are listed, but windows are not.

At 7.01 “operating expenses” are defined as including “maintenance, operation and repair of the building” and lists building components and specific services including “window cleaning”, but does not mention window maintenance, repair and replacement.

Under Lessee's Covenants, at 4.03, as the suite lessee, I am specifically charged with maintaining my suite's “doors, **windows**, walls, floors and ceilings thereof and all sinks, tubs and toilets therein and to keep the same in a state of good repair, reasonable wear and tear and such damage as is insured against by the Lessor only excepted....”.

My suite's original single-pane window sets were in working order and not leaking water into the building or causing any damage to the building structure. Westsea Construction did not notify me of any need for me to maintain or replace my windows, nor would it reveal any professional advice it had received about the windows until my neighbour, Hugh Trenchard, sued for disclosure and endured four days of court hearings.

Had I been informed of leakage or issues that required maintenance of my suite's windows, I—and I'm sure other lessees—would have cooperated in a contract for comprehensive building window maintenance. If replacement of all windows was required from an engineering point of view, it's clear to me that the lease leaves that capital expense to the building owner, lessor Westsea Construction.

If the Court finds the lease to be ambiguous regarding capital expenses and specifically windows, I believe that the *contra preferentem* rule should apply to what is an adhesion contract in which I had no say.

If the court decides that the lessor may bill lessees for windows replacement, Westsea Construction should have limited itself to “like with like” quality, and not upgraded its asset building at the lessees' expense. The absurd extension of Westsea's interpretation of our lease would allow it to replace and upgrade the windows again in the final year of the lease (2073), entirely at the expense of lessees who will be shown the door on December 31 of that year.

A civil claim in this regard has been filed in B.C. Supreme Court by lessee Mr. Hugh Trenchard (No. 16 335 Victoria Registry) and is scheduled for trial beginning 3 June 2019. I make this claim to meet the two-year limitation on initiating action and ask that it be held until Mr. Trenchard's test case is concluded.

- Gerald Sterling
26 March 2018



NOTICE OF CLAIM - ATTACHMENT PAGE

IN THE PROVINCIAL COURT OF BRITISH COLUMBIA (SMALL CLAIMS COURT)

HOW MUCH?

DESCRIPTION

a	Initial billing to me dated 5 July 2016.	\$	18,947.13
b	Billing for cost overrun of 3.26% billed to me 14 December 2017.	\$	618.07
c		\$	
d		\$	
e		\$	
INTEREST			
a	Interest at 3% for three years. <i>(Through to date of Mr. Tranchard's trial)</i>	\$	2,000.00
b		\$	

TOTAL 21,565.20

+ FILING FEES 156.00

+ SERVICE FEES 20.00

= TOTAL CLAIMED

\$21,741.20