

Mark C. Stacey,
Singleton Urquhart Reynolds Vogel LLP,
925 West Georgia Street,
Vancouver, B.C., V6C 3L2

4 June 2018

**Re: Request to postpone settlement conference, Gerald Rotering vs Westsea Construction,
Victoria Registry #180132**

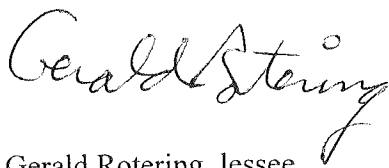
Mr. Stacey:

You have written me (28 May 2018) asking to postpone the small-claims court settlement conference scheduled for 18 July 2018 at 11:15 a.m. until after the disposition of the Hugh Trenchard -Westsea civil trial scheduled for June of 2019.

While postponement was also my thought when I made my claim against Westsea Construction for the capital expense at issue, I now believe we should take every opportunity to communicate and understand each others' point of view. I prefer that the settlement conference proceed and wonder whether an owner of Westsea Construction might attend, as well.

Regarding our Head Lease, some weeks ago I retained the law firm of Arvay Finlay to study the document, to review case law, and to comment on Mr. Trenchard's suit, which verbal and written feedback I've shared with him.

Although there's no sign your clients have before now considered the possibility of losing that case, perhaps they should, and also consider making or accepting offers to settle such as is enclosed. If we don't reach a settlement agreement before that date, I look forward to a mediated conversation with Westea owners or representatives on July 18th.



Gerald Rotering, lessee,
#807 Orchard House tower,
647 Michigan Street,
Victoria, B.C., V8V 1S9
Phone: 778-679-5855

enclosed: Offer to Settle my small-claim court suit.

OFFER TO SETTLE

In the Provincial Court of British Columbia (Small Claims Court)

REGISTRY FILE NUMBER 180132
REGISTRY LOCATION Victoria

OFFER TO SETTLE

In the case between: Gerald John Rotering **CLAIMANT(S)**

NAME: 807 Orchard House tower - 647 Michigan Street

ADDRESS: Victoria British Columbia V8V 1S9 778-679-5855

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

and

Westsea Construction Ltd. **DEFENDANT(S)**

NAME: c/o Singleton Reynolds, #1200 - 925 West Georgia Street (M. Stacey)

ADDRESS: Vancouver British Columbia V6C 3L2 604-682-7474

CITY, TOWN, MUNICIPALITY: Vancouver PROV.: British Columbia POSTAL CODE: V6C 3L2 TEL. #: 604-682-7474

THIRD PARTY

NAME: _____

ADDRESS: _____

CITY, TOWN, MUNICIPALITY: _____ PROV.: British Columbia POSTAL CODE: _____ TEL. #: _____

OFFER TO SETTLE:

The claimant(s) or defendant(s) or third party
Gerald John Rotering

offer to settle this claim(s) in the following terms:
See attached

Dated 4 June 2018

at Victoria, B.C.

Signature: Gerald Rotering

TIME LIMIT FOR AN OFFER
An offer to settle may be made up to 30 days after the conclusion of a settlement conference or mediation session, or later if permitted by a judge.
A party who receives an offer has 28 days after being served with the offer to accept the offer. No response will be considered a rejection.

EXPIRY DATE OF OFFER

ACCEPTANCE OF OFFER
To accept the offer to settle, the party must complete an Acceptance of Offer (Form 19) and serve the other party within 28 days of being served with the offer.

FILING OFFER AND ACCEPTANCE
If a party served with an acceptance of offer files the offer and the acceptance in the registry, the acceptance becomes a payment order.

REGISTRY USE ONLY

Dated _____

Signature _____

NOTICE OF PENALTY
A trial judge may order a party to pay a penalty if the offer to settle has been rejected. A penalty is in addition to any other expenses and may be up to 20% of the amount of the offer to settle.

THE COURT ADDRESS FOR FILING DOCUMENTS IS: _____

Offer to settle
Victoria Registry file number 180132

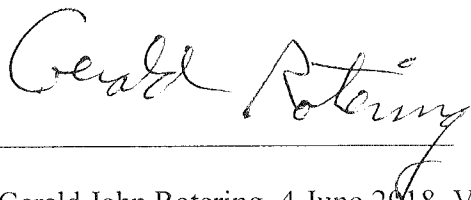
In the case between Gerald John Rotering and Westsea Construction Ltd.

I offer to settle this matter for \$5,000 in compensation for the windows-replacement capital expense I paid in 2016 to Westsea Construction, which money the company will affirm to the court comes from its own resources, rather than from building funds to which I contribute, and

if the company will acknowledge and apologize to me for its unreasonable behaviour when it:

- withheld engineering reports regarding the project,
- billed me \$18,947.13 on 5 July 2016 and expected payment by September first, offering only the alternative of paying \$1,578.93 monthly for one year while incurring prime plus 3% interest on the unpaid balance, which payment plan would hardly be easier to meet than with cash on September first,
- ignored the fact that such an assessment (which roughly matched capital-expense amounts *already* paid by me over the previous several years) could cause me and other leaseholders to lose our homes, which was the result for some of my neighbours,
- failed to inform me and other lessees that new upgraded double-pane windows and trim would prevent existing window coverings from being re-installed without significant adaptation or replacement at my/our additional cost,
- failed to contract for repairs to our interior walls damaged during windows removal and installation.

And if Westsea Construction will undertake to consult leaseholders well in advance of future projects and to be more transparent in its actions.



Gerald John Rotering, 4 June 2018, Victoria, B.C.