

May 14, 2021

Reply to: Jordan A. Forsyth
Our File No. 65040-0001

By email
Original by mail

HomeLife Advantage Realty Ltd.
8387 Young Road
Chilliwack, BC V2P 4N8

Attention: Kevin Brown

Dear Sirs/~~Mesdames~~ *Ken*:

Re: James Richard Rempel, et. al. v. Nathan Thomas Douglas, et. al.
Supreme Court of British Columbia
Abbotsford Registry, No. 00549

We enclose herewith a copy of a Notice of Civil Claim which was served on our offices on May 13, 2021 as a result of our being the registered office for your Company.

You will note from examining the Notice of Civil Claim that the Abbotsford Place Strata Council, which your office was listed as the address of notice, has only twenty-one (21) days within which to file a Response to the action and that failure to file such a Response may result in an Order being made against the Council.

We would strongly recommend that you provide the enclosed documents to the Council's insurer immediately as we assume that they will handle this matter, and appoint legal counsel.

However, should you require our assistance in this regard, please do not hesitate to contact us. Please note that we will not be attending to any further matters in this regard on your behalf unless we receive your express instructions to do so.

Please give this matter your immediate attention.

Yours very truly,
BAKER NEWBY LLP


Jordan A. Forsyth

JAF/kl
Enclosures

SUPREME COURT
OF BRITISH COLUMBIA

MAY 05 2021

ABBOTSFORD
REGISTRY



00549

NO.
ABBOTSFORD REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

JAMES RICHARD REMPEL,
PAVANJIT KAUR CHANE AND BALDEV SINGH CHANE

PLAINTIFFS

AND

NATHAN THOMAS DOUGLAS AND MARK ANDREW DOUGLAS,
THE OWNERS, STRATA PLAN LMS375, THE OWNERS, STRATA PLAN LMS375,
also known as ABBOTSFORD PLACE STRATA COUNCIL AND
RUSSELL HILDRUM AND JANE DOE

DEFENDANTS

NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiffs for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

1. file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
2. serve a copy of the filed response to civil claim on the Plaintiff.

if you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the Plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

TIME FOR RESPONSE TO CIVIL CLAIM

A response to civil claim must be filed and served on the Plaintiffs,

- (a) if you were served with a notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFFS

Part 1: STATEMENT OF FACTS

1. The Plaintiff, JAMES RICHARD REMPEL has an address for service c/o Cascade Law Corporation, 307-2777 Gladwin Road, Abbotsford, BC, V2T 4V1 (hereafter the "Plaintiff Rempel").
2. The Plaintiffs, PAVANJIT CHANE and BALDEV CHANE both with an address for service c/o Cascade Law Corporation, 307-2777 Gladwin Road, Abbotsford, BC, V2T 4V1 (hereafter collectively the "Plaintiffs Chane").
3. The Defendants, NATHAN THOMAS DOUGLAS and MARK ANDREW DOUGLAS both reside at 34087 Marshall Road, Abbotsford, BC, V2S 1L8 (hereafter collectively the "Defendants Douglas").
4. The Defendant, The Owners, Strata Plan LMS375, also known as Abbotsford Place Strata Council (the "Defendant Strata Owners"), is a strata corporation established pursuant to s. 2(2) of the *Strata Property Act* SBC 1998 c. 43 and has an address for service of c/o Homelife Advantage, 9259 Main Street, Chilliwack, BC, V2P 6K2.
5. RUSSELL HILDRUM and or JANE DOE (hereafter the "Defendant Tenants") were tenants residing at unit 339 – 32830 George Ferguson Way, in the City Abbotsford, Province of British Columbia and are unknown to the Plaintiffs.
6. The Plaintiff Rempel and the Plaintiffs Chane are the registered owners of units 239 and 139 - 32830 George Ferguson Way in the City of Abbotsford, Province of British Columbia respectively (hereafter collectively the "Rempel and Chane Properties").

7. The Defendants Douglas, are the registered owners of lands and premises situated at unit 329 - 32830 George Ferguson Way in the City of Abbotsford, Province of British Columbia respectively, and legally described as:

Parcel Identifier 018-193-013

Stata Lot 109 Section 21 Township 16 new Westminster District Strata Plan LMS375 together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as Shown on Form 1

(hereafter the "Douglas Property")

8. In or about October 8th, 2020, the Defendants, and or one or more of them, brought about a state and or produced certain conditions that led to a fire starting at the Douglas Property and as a consequence thereof, the Rempel and Chane Properties sustained significant property damage and loss (the "Loss").
9. Plaintiffs have demanded that the Defendants and or one or more of them compensate the Plaintiffs for the property damage caused by the Loss but the Defendants and or one or more of them have refused to do so.

Nuisance

10. The Plaintiffs state that the Loss occurred as a result of nuisance on the part of the Defendants, and/or one or more of them
11. At all times material, the Plaintiffs Chane did not have alternate living accommodations apart from unit 139 where they resided at the time of Loss.
12. The Plaintiff Rempel rents unit 239 to tenants as an investment property but as a consequence of the Loss, the Plaintiff Rempel has sustained a financial loss in rental income that he would have realized but for the Loss occurring.
13. The Loss caused the Plaintiff Rempel's and the Plaintiffs Chane's properties to become uninhabitable.
14. Post Loss, the Plaintiffs Chane and the Plaintiff Rempel's tenants had to live in damaged units and did so while the remediation work slowly progressed and which remediation, the Plaintiffs have had to underwrite the cost of same given that the Defendants and/or one or more of them have refused to pay and perform the remediation work.
15. The Plaintiffs state and the facts are that the Defendants and/or one or more of them interfered with the Plaintiffs' quiet use and enjoyment of the Plaintiff Rempel's and Plaintiffs Chane's Properties respectively.
16. The Plaintiffs state, and the facts are, that the conditions that led to and caused the Loss and resulting property damage to the Plaintiff Rempel's and Plaintiffs

Chane's Properties was not a reasonable occurrence that a reasonable person should have to accept living in a properly maintained strata complex.

17. The Plaintiffs state and the facts are that the Defendants, and/or one or more of them, did not carry out repairs and or maintenance of the Douglas Property as required and/or authorized by statute, and consequently, the nuisance that caused the Loss was not the inevitable result of any repairs and/or maintenance procedures followed by the Defendants, and/or one or more of them.
18. The Plaintiffs state, and the facts are, that although the utility of the Defendants conduct regarding the repairs and maintaining the Douglas Property may have been necessary, that does not justify the interference/nuisance suffered by the Plaintiffs as reasonable.
19. The Plaintiffs state, and the facts are, that the fire was caused by the conduct and/or poor maintenance practices followed by the Defendants and/or one or more of them, and while fires can occur, this particular Loss is not the likely inevitable consequence of such conduct or practices.

Negligence

20. In the alternative, the Plaintiffs state that the Loss occurred as a result of the negligence of the Defendants and/or one or more of them and the Plaintiffs plead the provisions of the *Occupiers Liability Act*, RSBC 1996, c.337 and amendments thereto.
21. The Plaintiffs claim that the Loss was caused, or contributed to, by the negligence and/or nuisance and interference of the Defendants, any one or more of them, particulars of which are as follows:

As to The Defendant Strata Owners:

- a) Failing to employ competent employees to maintain the common areas;
- b) Failing to warn or notify the Plaintiffs of the hazardous condition near the Douglas Property and/or the common areas of strata complex;
- c) Failing to take any reasonable precaution for the Rempel and Chane Properties and, in particular, failing to have in place an adequate system for monitoring, detection and response to any dangerous conditions;
- d) Failing to have in place an adequate system to clean up damage caused by fire;

- e) Failing to correct or replace the dangerous condition;
- f) Failing to take any measures, or in the alternative, any adequate systems/measures, whether by way of examination, inspection or test or otherwise, to ensure that common property area improvements/maintenance did not damage the Rempel and Chane Properties;
- g) Failing to manage and maintain the common property and common assets of the strata corporation for the benefit of the owners; and
- h) Such further and other particulars of the negligence and or nuisance/interference of the said Defendants and/or their employees, servants or agents which may be ascertained by the Plaintiffs prior to the trial of the action.

As to the Defendants Douglas:

- a) Failing to monitor the tenants of the Douglas Property to ensure that the Douglas Property was maintained and in a proper state of repair so as to prevent a fire;
- b) Failing to warn or notify the Plaintiffs of the hazardous condition at or near the Douglas Property;
- c) Failing to take any reasonable precaution for the Rempel and Chane Properties and, in particular, failing to have in place an adequate system for monitoring, detection and response to any dangerous conditions;
- d) Failing to have in place an adequate system in the event of a fire;
- e) Failing to correct or replace the dangerous condition;
- f) Failing to take any measures, or in the alternative, any adequate systems/measures, whether by way of examination, inspection or test or otherwise, to ensure that utility improvements did not damage the Rempel and Chane Properties;
- g) Failing to have a fire extinguisher/smoke detector in the Douglas Property to respond to a fire; and

- h) Such further and other particulars of the negligence and/or nuisance/interference of the said Defendants and/or their employees, servants or agents which may be ascertained by the Plaintiffs prior to the trial of the action.

As to the Defendant Tenants:

- a) Failing to maintain the Douglas Property in a proper state of repair so as to prevent a fire;
- b) Failing to warn or notify the Plaintiffs of the hazardous condition of the Douglas Property;
- c) Failing to take any reasonable precautions for the Rempel and Chane Properties and, in particular, failing to have in place an adequate system for monitoring, detection and response to any dangerous conditions;
- d) Failing to have in place an adequate system in the event of a fire;
- e) Failing to correct or replace the dangerous condition;
- f) Failing to take any measures, or in the alternative, any adequate systems/measures, whether by way of examination, inspection or test or otherwise, to ensure that any activity undertaken by the Defendant Tenants did not damage the Rempel and Chane Properties;
- g) Failing to have a fire extinguisher/smoke detector in the Douglas Property to respond to a fire;
- h) Failing to alert the owners of the Douglas Property of any issues that could lead to a fire; and
- i) Such further and other particulars of the negligence and/or nuisance/interference of the said Defendants and/or their employees, servants or agents which may be ascertained by the Plaintiffs prior to the trial of the action.

Part 2: RELIEF SOUGHT

As to the Plaintiff Rempel:

- a) Judgment in the amount of \$100,000.00 plus applicable interest, for general damages;

- b) Punitive and or exemplary damages;
- c) Costs, including costs upon a solicitor and own client basis;
- d) Interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and
- e) Such further and other relief as to this Honorable Court may deem just.

As to the Plaintiffs Chane:

- a) Judgment in the amount of \$100,000.00 plus applicable interest, for general damages;
- b) Punitive and or exemplary damages;
- c) Costs, including costs upon a solicitor and own client basis;
- d) Interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and
- e) Such further and other relief as to this Honorable Court may deem just.

Part 3: LEGAL BASIS

1. The Plaintiffs claim that the damages and losses caused by the Loss resulted from the Defendants' nuisance and/or negligence.
2. The Plaintiffs claim the Defendants and/or one or more of them owed a duty of care to the Plaintiffs, which duty was breached by the Defendants and/or one or more of them.
3. The Defendants and/or one or more of them were in breach of their statutory duties to the Plaintiffs pursuant to the *Occupier's Liability Act*, R.S.B.C. 1996, c. 337 and amendments thereto, and the *Strata Property Act* SBC 1998 c. 43 and amendments thereto.

The Negligence Act

4. The Plaintiffs plead the provisions of the *Negligence Act*, R.S.B.C. 1996, c. 333 and amendments thereto.
5. All of the foresaid conduct has, and will continue to cause, the Plaintiffs an economic loss.
6. Furthermore, as a result of the Plaintiffs' economic losses, the Plaintiffs have sustained special damages in an effort to mitigate the losses incurred and will continue to incur these costs until they are restored to their pre-investment position. Particulars of these special damages will be delivered as requested and available.

Plaintiffs' address for service:

Cascade Law Corporation
#307 – 2777 Gladwin Road
Abbotsford, BC V2T 4V1

Fax number address for service (if any): 604-776-1731

Place of trial:

Abbotsford, British Columbia

The address of the registry is:

32375 Veteran's Way
Abbotsford BC V2T 0B3

Dated: May 4, 2021



MARCO D. CEDRONE

Rule 7-1(1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

- (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

APPENDIX

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The Plaintiffs' claims are against the Defendants and/or one or more of them for damages caused by the Loss in nuisance and/or negligence and the Plaintiffs also seek punitive and exemplary damages, costs and such further and other relief as to this Honourable Court may deem just.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

[Check one box below for the case type that best describes this case.]

A personal injury arising out of:

☐ a motor vehicle accident

☐ medical malpractice

☒ the provision of goods or services other than general commercial matters

Part 3: THIS CLAIM INVOLVES:

[Check all boxes below that apply to this case]

☐ a class action

☐ maritime law

☐ Aboriginal law

☐ constitutional law

☐ conflict of laws

☒ none of the above

☐ do not know

Part 4:

Law and Equity Act, R.S.B.C. 1996, c. 253
Court Order Interest Act, R.S.B.C., 1996, c. 79
Supreme Court Civil Rules