

**CERTIFICATE IN RESPECT OF A BY-LAW**  
**(UNDER SUBSECTION 38 (1) OF ONTARIO REGULATION 49/01 AND SUBSECTION**  
**56 (9) OF THE CONDOMINIUM ACT, 1998)**

*Condominium Act, 1998*

Carleton Condominium Corporation No. 15 (known as the "Corporation") certifies that:

1. The copy of By-law No. 12, attached as Schedule "A", is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 24 day of MAY, 2013.

CARLETON CONDOMINIUM CORPORATION NO. 15

*Monique Delisle*

Print Name:

*MONIQUE DELISLE*

Print Title:

*PRESIDENT*

(Seal)

I have authority to bind the Corporation.

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 15

BY-LAW NO. 12

WHEREAS Carleton Condominium Corporation No. 15 and a majority of its owners wish to establish an expeditious cost-effective procedure for achieving fair and equitable resolutions to certain disputes;

BE IT ENACTED as By-Law No. 12 (being a by-law respecting dispute resolution procedures) of Carleton Condominium Corporation No. 15 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I  
DEFINITIONS**

All words used herein which are defined in the *Condominium Act, 1998*, as amended, or any successor thereto (the "Act"), shall have ascribed to them the meanings as set out in the Act.

In this by-law, the term "parties" refers to the Corporation and the owner or owners who are involved in the particular dispute.

**ARTICLE II  
APPLICATION OF THESE PROCEDURES**

1. **Application:** The mediation and arbitration procedures described in this by-law shall apply to any disagreement between the Corporation and its owners where mediation and/or arbitration is mandated by the Act. These disagreements shall be referred to hereinafter as the "disputes".

2. **Notice:** Any notice required by this by-law shall be delivered in accordance with the Declaration and By-Laws for the Corporation.

3. **Obligation to Co-operate:** The mediator, arbitrator, and all parties shall make every effort to fully co-operate in all of the procedures described herein, to proceed with haste and to act in advance of any time constraint set out in this by-law. Any failure of the parties to so co-operate will be taken into account in any costs award.

**ARTICLE III  
MEDIATION PROCEDURES**

1. **Notice of Dispute:** Any party to the dispute may initiate these procedures by delivering to the other parties a Notice of Dispute indicating their intention to proceed to mediation. The notice shall describe briefly the issues in dispute, and shall request a pre-mediation meeting as described in paragraph 2 below.

2. **Pre-mediation Meeting:** A meeting of all parties to the dispute shall be held within seven (7) days of the Notice of Dispute being delivered. All parties shall co-operate in arranging such a meeting. The meeting shall be for the purpose of negotiating in good faith a resolution of the dispute and/or to appoint a mediator as described in paragraph 3. This meeting shall not involve a mediator.

3. **Appointment of Mediator:** If the dispute is not resolved at the pre-mediation meeting, the parties shall jointly appoint a mutually-acceptable independent mediator.

The mediator shall be given a copy of this by-law.

4. **Mediation Deemed to Fail:** If the parties are unable to agree upon a mediator or otherwise fail to appoint a mediator, the mediation will be deemed to have failed sixty

- (60) days after the Notice of Dispute was delivered, or such earlier date as the parties may agree.
5. **Time and Place for Mediation:** The mediator shall schedule the date, time and location for a mediation conference after consulting with the parties. The mediation conference shall be scheduled for the earliest date which is reasonably suitable to all parties, but shall in any event be no later than thirty (30) days following the appointment of the mediator.
6. **Representation:** Unless the parties agree otherwise, any party may be represented at the mediation conference by a lawyer or agent, but any party so represented must give notice, including the name and address of the lawyer or agent, to the mediator and to the other parties at least five (5) days prior to the date of the mediation conference, or such shorter time as the mediator may determine. The mediation conference will be attended by the parties and/or representatives who have full authority to settle the dispute.
7. **Mediation Brief:** Prior to the mediation, each party or their representative will prepare a brief summary of the issues in the dispute setting out that party's position with respect to each issue. This summary must be delivered to the mediator and to the other parties at least five (5) days before the date of the mediation conference, or such shorter time as the mediator may determine.
8. **Required Disclosure:** Prior to the mediation, there will be complete and honest disclosure by each of the parties to the other and to the mediator of all relevant information and documents. This includes providing each other and the mediator with all information and documentation that would usually be available through the discovery process in a legal proceeding. If either party fails to make such disclosure, then any agreement reached in mediation may be set aside. Disclosure must be completed, not less than five (5) days prior to the date of the mediation, or such shorter time as the mediator may determine.
9. **Confidentiality:** The parties agree that all statements made and information exchanged during the course of the mediation are privileged as being settlement discussions. All such statements or information are made without prejudice to any party's legal position and without waiving any rights, and will be non-discoverable and inadmissible for any purpose in any legal proceeding except with the prior written consent of all parties and the mediator.
10. **Mediator's Report:** The mediator shall prepare a report which describes the results of the mediation. The report shall describe the resolution of any issues that have been resolved, and/or that no agreement has been reached on some or all issues as the case may be. At any time during the process, if the mediator determines that it is not possible to resolve the dispute by mediation, the mediator shall prepare a report reflecting this determination. The Mediator's Report shall be delivered to all parties, but to no other person unless otherwise required by law or court order.
11. **Costs of Mediation:** The Mediator's Report shall allocate the obligation to pay the costs of the mediation amongst the parties. Where the mediation fails, the allocation of the costs of the mediation shall be in the absolute discretion of the mediator. Any amount owing by an owner may be paid by the Corporation, and shall then be added to the common expenses for the unit and collectible as such, including by way of lien in accordance with the Act.
12. **Implementation of Settlement:** Any agreement or settlement between the parties, whether on matters of procedure or matters of substance, shall be recorded in written minutes and carried out with reasonable haste. The minutes shall be prepared immediately following the agreement or within such further time-frame as is acceptable to all parties.

## ARTICLE IV ARBITRATION PROCEDURES

1. **Failed Mediation:** If the mediation is deemed to have failed according to Article III paragraph 4, the dispute shall be submitted to arbitration sixty (60) days after the Notice of Dispute was delivered. If the Mediator's Report indicates that the mediation failed, the dispute shall be submitted to arbitration within thirty (30) days after the Mediator's Report was delivered.
2. **Notice of Arbitration:** Any party to the dispute may submit the dispute to arbitration in accordance with this by-law by delivering to all other parties a Notice of Arbitration requiring the appointment of an arbitrator as described in paragraph 4 below.
3. **Application of the Arbitrations Act, 1991:** The provisions of the *Arbitrations Act, 1991*, as amended, or any successor legislation, shall apply to the arbitration except where a provision of this by-law provides otherwise.
4. **Selection of Arbitrator:** The parties shall agree upon an arbitrator within seven (7) days of the delivery of the Notice of Arbitration.

If the parties are unable to agree upon an arbitrator, the arbitrator shall be appointed by the court according to the provisions of the *Arbitrations Act, 1991*, as amended, or any successor legislation.

The arbitrator shall be given a copy of this by-law.
5. **Time and Place for Arbitration:** The arbitrator shall set the date, time and place for the arbitration hearing after consultation with the parties. The arbitration hearing shall be scheduled for the earliest date which is reasonably suitable to all parties.
6. **Arbitration Brief:** Each party shall deliver to the other parties and to the arbitrator no later than five (5) days prior to the date of the arbitration hearing, written statements setting out the issues in dispute, the party's position on each issue, and the relief sought.
7. **Required Disclosure:** The parties shall exchange all documents on which they will rely at the arbitration no later than seven (7) days prior to the arbitration hearing. Documents not produced within that time frame may only be used at the arbitration hearing with the leave of the arbitrator.
8. **Procedural Matters:** The parties agree that the arbitrator shall rule on all procedural matters arising before the arbitration hearing date. All such matters shall be submitted to the arbitrator in writing. The arbitrator shall provide a brief written award within three (3) days of the receipt of the parties' submissions. No hearing on these matters shall be permitted, unless specifically requested by the arbitrator.
9. **Rules of Evidence:** The arbitrator shall apply the laws of evidence as if the hearing were a trial in the Ontario Superior Court of Justice, subject to the following provisions:
  - a) The arbitrator shall accept oral or written evidence as the arbitrator in its discretion considers proper, whether admissible in a court of law or not.
  - b) The parties may rely on photocopies of originals.
  - c) No notice under the *Evidence Act* is required for business records.
  - d) Expert reports, if any, shall be delivered to the other party at least seven (7) days prior to the date of the arbitration hearing.
  - e) The parties shall be permitted to present oral evidence only if a signed will-say statement is delivered to all parties at least seven (7) days prior to the arbitration hearing date. The will-say statement must include the name and address of the witness as well as an outline of the evidence to be presented. If this requirement is not met, the oral evidence will only be permitted with the leave of the arbitrator.

10. **Offers to Settle:** Rule 49 of the Rules of Civil Procedure or its successor, applies to these proceedings subject to the following provision: An offer to be effective must be delivered to the other party or parties no later than seven (7) days before the date of the arbitration hearing.
11. **Costs of Arbitration:** The arbitrator shall allocate the obligation to pay the costs of the arbitration amongst the parties. The allocation shall be at the absolute discretion of the arbitrator; however, the arbitrator in making an award of costs shall consider the conduct of the parties including the efforts of the parties to proceed with haste, and any offers to settle. Any amounts held to be payable by an owner may be paid by the Corporation and then shall be added to the common expenses for the unit and collectible as such, including by way of lien in accordance with the Act.
12. **Arbitral Award:** The arbitrator shall render a decision, together with written reasons, as soon as reasonably possible, and in any case, no later than thirty (30) days after the final submissions of the parties. The arbitrator shall deliver a copy of the decision and reasons to each of the parties to the dispute. The arbitrator's award may include an award of costs, payable by any party or parties to any other party or parties, incurred in relation to the arbitration and/or prior mediation.
13. **Appeal:** The arbitrator's award shall be binding, except that there is an appeal to the Ontario Superior Court of Justice from an arbitrator's award on a question of law or a question of mixed law and fact (unless the parties agree otherwise).

#### **ARTICLE V COMMON EXPENSES**

Any amounts owing to the corporation by an owner, as a result of any mediation or arbitration, shall be added to the common expenses for the owner's unit.

#### **ARTICLE VI MISCELLANEOUS**

1. **Invalidity:** The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. **Waiver:** No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
3. **Headings:** The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
4. **Alterations:** This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.
5. **Preparation:** This document was prepared in the year 2013 by Nelligan O'Brien Payne LLP in conjunction with the corporation.

The foregoing by-law is hereby passed by the directors and confirmed by the owners pursuant to the Condominium Act, 1998 of Ontario.

DATED this       day of       , 2013.

**CARLETON CONDOMINIUM CORPORATION NO. 15**

*Monique Delisle*  
Print Name: MONIQUE DELISLE  
Print Title: PRESIDENT

I have authority to bind the Corporation