



# City of Richmond

## Notice and Agenda Special Council Meeting

Public Notice is hereby given of a Special Council meeting duly called in accordance with Section 126 of the *Community Charter*, to be held on:

**Date:** Monday, December 9, 2019

**Time:** 4:00 p.m.

**Place:** Anderson Room  
Richmond City Hall  
6911 No. 3 Road

Public Notice is also hereby given that this meeting may be conducted by electronic means and that the public may hear the proceedings of this meeting at the time, date and place specified above.

The purpose of the meeting is to consider the following:

### CALL TO ORDER

### LEGAL AND LEGISLATIVE SERVICES DEPARTMENT

#### 1. **PROPERTY MAINTENANCE AND REPAIR BYLAW NO. 7897 – 11780 KINGFISHER DRIVE FEE APPEAL**

(File Ref. No.: 12-8060-20-007897) (REDMS No. 6262777 v. 6)

CNCL-3	See Page <b>CNCL-3</b> for correspondence from agent and solicitor of Appellant
CNCL-6	See Page <b>CNCL-6</b> for staff memorandum
CNCL-38	See Page <b>CNCL-38</b> for materials delivered to City Clerk on November 25, 2019 after meeting of Special Council
CNCL-44	See Page <b>CNCL-44</b> for materials distributed November 25, 2019
CNCL-81	See Page <b>CNCL-81</b> for Additional Materials
CNCL-88	See Page <b>CNCL-88</b> for previously distributed staff report
CNCL-160	See Page <b>CNCL-160</b> for materials previously submitted by Appellant

IN ACCORDANCE WITH SECTION 131 OF THE COMMUNITY CHARTER, THIS MATTER IS BEFORE COUNCIL TO RECONSIDER AND VOTE AGAIN ON THE MATTER.

**CNCL – 1  
(Special)**

**Special Council Agenda**  
**Monday, December 9, 2019**

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At its meeting of October 28, 2019, Council adopted the following resolution:

*That the appeal by Jing Cong of fees imposed pursuant to the Property Maintenance and Repair Bylaw No. 7897 in respect to the drug lab located at 11780 Kingfisher Drive, Richmond, B.C., be dismissed.*



ADJOURNMENT



  
\_\_\_\_\_  
Claudia Jesson  
Corporate Officer

## Capuccinello Iraci,Tony

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**From:** Ling Jiang <ljiang@vanfamilylaw.com>  
**Sent:** December 3, 2019 8:58 AM  
**To:** Capuccinello Iraci,Tony  
**Cc:** 'andyhuuu@gmail.com'  
**Subject:** RE: Property Maintenance & Repair Bylaw No. 7897 - 11780 Kingfisher Drive Fee Appeal Matter  
**Attachments:** 12-3-2019 (letter of resignation).pdf

Good morning Mr. Iraci,

Yes, Mr. Hu consulted me early about their financial circumstances. In consideration of the looming due day of the bills, and Ms. Cong's family being cash strapped, it was a mutual decision to terminate my retainerhip. I attached a letter of resignation as well.

Mr. Andy Hu I believe will communicate with the city from now on.

Yours truly,

**Ling Jiang**  
B.A., M.Sc., J.D.  
*Barrister and Solicitor*



300 - 8171 Cook Road  
Richmond BC V6Y 3T8  
Tel: 778-297-9111  
Fax: 778-297-9555

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**From:** Capuccinello Iraci,Tony <ACapuccinelloiraci@richmond.ca>  
**Sent:** Tuesday, December 3, 2019 8:16 AM  
**To:** Ling Jiang <ljiang@vanfamilylaw.com>  
**Cc:** 'andyhuuu@gmail.com' <andyhuuu@gmail.com>  
**Subject:** FW: Property Maintenance & Repair Bylaw No. 7897 - 11780 Kingfisher Drive Fee Appeal Matter

Ling,

We received the email below. Please confirm that you are no longer counsel for the property owner Ms. Jing Cong.

Anthony Capuccinello Iraci  
City Solicitor  
City of Richmond

**CNCL - 3**  
**(Special)**

6911 No. 3 Road  
Richmond, B.C.  
V6Y 2C1  
Tel: (604) 247-4636  
Fax: (604) 276-4037  
[ACapuccinelloiraci@richmond.ca](mailto:ACapuccinelloiraci@richmond.ca)

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**From:** andy <[andyhuuu@gmail.com](mailto:andyhuuu@gmail.com)>  
**Sent:** December 2, 2019 3:19 PM  
**To:** Capuccinello Iraci, Tony <[ACapuccinelloiraci@richmond.ca](mailto:ACapuccinelloiraci@richmond.ca)>  
**Subject:** Re: Property Maintenance & Repair Bylaw No. 7897 - 11780 Kingfisher Drive Fee Appeal Matter

Dear Mr. Iraci,

I am writing this letter on behalf of my mother, owner of the property at [11780 Kingfisher Drive Richmond BC](#). Due to my mother's continuously worsening financial situation and hardship, she is not able to afford legal counsel any more, not even on a reduce fee basis. Therefore, from now on, she has to be self-represented.

Because of this situation, my mother wants to have the meeting asap instead of the originally scheduled one [at 4pm on December 18, 2019](#). You may contact me to re-schedule.

Thank you.

Yours truly,

Xuanyu Hu

发自我的iPhone





December 3, 2019

Our File # 01589-142

**Claudia Jesson**

Director, City Clerk's Office  
City of Richmond  
6911 No. 3 Road  
Richmond B.C. V6Y 2C1  
VIA EMAIL: cityclerk@richmond.ca

**Anthony Capuccinello Iraci**

City Solicitor  
City of Richmond  
6911 No. 3 Road  
Richmond B.C. V6Y 2C1  
VIA EMAIL: acapuccinelloiraci@richmond.ca

Dear Ms. Jesson and Mr. Iraci:

**RE: Notice of Resignation**

Property Maintenance & Repair Bylaw No. 7897, 11780 Kingfisher Drive  
Fee Appeal / File No. 12-8060-20-007897

The writer hereby informs the City of Richmond that Mr. Ling Jiang of Jiang Law Corporation, ceases to act as counsel for Ms. Jing Cong for the above matter, effective immediately.

Yours truly,

Jiang Law Corporation

Per:

Ling Jiang



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**To:** Mayor and Councillors **Date:** December 5, 2019

**From:** Anthony Capuccinello Iraci **File:** 12-8060-20-007897  
City Solicitor and Sr. Director, Legal and Legislative  
Services

**Re:** **11780 Kingfisher Drive**  
**Response to Record of Appeal Submitted on November 25, 2019**

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### **BACKGROUND**

On November 25, 2019, Ling Jiang, legal counsel for the owner of 11780 Kingfisher Drive, Jing Cong (the “**Owner**”), submitted a document titled “Record of Appeal” (the “**Record of Appeal**”) to Mayor and Councillors as part of the reconsideration of the Owner’s appeal of the service fees imposed pursuant to the Property Maintenance & Repair Bylaw No. 7897 (“**Bylaw 7897**”). This memo identifies what staff submit are factual inaccuracies in the Record of Appeal.

### **FACTUAL INACCURACIES**

The City’s law department has now had an opportunity to review the Record of Appeal, and have noted a number of factual inaccuracies, many of which were addressed by staff during the Owner’s original appeal heard by Council on November 18, 2019:

1. Mr. Jiang claims that the facts and supporting documents show that the Owner has been in compliance with Bylaw 7897, and that she did not contravene section 1.3.1 of the Bylaw by failing to inspect the Property, as the tenants had only occupied the Property for two months at the time the clandestine lab was discovered by Richmond Fire Rescue. However, non-compliance with section 1.3.1 of the Bylaw 7897 is not the basis for the invoices that are the subject of this appeal. Rather, in accordance with sections 1.3.2 and 3.1.1(d) of Bylaw 7897, had the Owner reported the clandestine lab to the City prior to any entry by the City on the parcel, the City would not have charged the service fees that are the subject of this appeal. Section 1.3.1, together with the exemption set out in section 3.1.1(d) of Bylaw 7897, are meant to encourage property owners to inspect their properties and to self-report any breaches of Bylaw 7897.

2. Mr. Jiang alleges that the conduct of City staff and the service fees charged are unreasonable. In particular, Mr. Jiang incorrectly asserts the Owner was given 24 hours to retain a company to remediate the Property.

Richmond Fire Rescue issued the following notices and inspection reports to the Owner:

- a) A Notice of Violation (attached as **Attachment 1**) dated August 28, 2018, for an inspection that occurred on August 28, 2018, citing the Owner's obligation to secure damaged buildings in accordance with section 9.8.1 of the Fire Protection and Life Safety Bylaw No. 8306 ("**Bylaw 8306**"). This Order also includes relevant excerpts from Bylaw 7897 setting out the fees that can be charged by the City.
- b) A Notice to Violation (attached as **Attachment 2**) dated August 29, 2018, for an inspection that occurred on August 28, 2018, citing section 9.7 of Bylaw 8306, which requires an owner of a vacant premises to secure the premises against unauthorized entry, and provides that if an owner fails to do so within 24 hours of receipt of a notice under this section, or if the Fire Inspector is unable to contact the owner, the Fire Inspector may cause the premises to be secured at the cost and expense of the owner.
- c) An Order to Comply (attached as **Attachment 3**), dated August 28, 2018, ordering the Owner to comply with sections 9.1 and 9.7 of Bylaw 8306 and secure the building within 24 hours of the date of this Order.
- d) An Order to Comply (attached as **Attachment 4**), dated August 28, 2018, notifying the Owner that the Property is in contravention Bylaw 7897, and ordering the Owner to address the unauthorized alterations and hazardous conditions in the property. This Order provides excerpts from Bylaw 7897, including Part Two of the Bylaw which provides that the Owner has fourteen days to remediate the property after the grow operation has been removed (see s. 2.2.1).
- e) A Special Safety Inspection Report (attached as **Attachment 5**), dated August 28, 2019, notifying the Owner that the premises are unsafe to occupy. This Report states that "as the building has been used in production of controlled substances, there are a number of cleaning and removal requirements outlined in Bylaw 7897, which will be explained by the City of Richmond's Building Approvals Department".

As noted above, the only item that required compliance within 24 hours was the securing and boarding up of the Property. Richmond Fire Rescue ultimately arranged for the Property to be secured, as they were unable to contact the Owner. Richmond Fire Rescue charged the Owner for the costs incurred to secure the Property and invoiced the Owner for these costs. This is the basis for Invoice 2, dated September 28, 2014, for \$3,277.67, referred to in the Report to Council dated August 19, 2019, titled "Property Maintenance and Repair Bylaw No. 7897 11780 Kingfisher Drive Appeal" (the "**August 19, 2019 Report to Council**"), and is not subject to this appeal.

The requirement for the Owner to hire a professional cleaner to remediate the Property arises from Section 2.2 of Bylaw 7897. A copy of this section, which provides the owner with fourteen days to comply, was included by Richmond Fire Rescue in the Order to Comply attached as Appendix 4. The remediation obligations were also referenced to in the Special Safety Inspection Report, attached as **Attachment 5**.

Fred Tewfik, Manager, Inspection, met with the Owner on September 17, 2018, as she was seeking clarification on options to have the Do Not Occupy Notice removed from the Property. The Owner was accompanied at this meeting by her friend, Sampson Chung, who also claimed to be the Owner's contractor. Mr. Tewfik discussed with the Owner and Mr. Chung the requirements for remediating the Property in accordance with Bylaw 7897. Mr. Tewfik explained the requirement of getting a Hazardous Materials Assessment for the Property for either remediating the Property for occupation, or for demolishing the building on the Property.

Mr. Tewfik and Mr. Chung had some follow up email correspondence on September 18, 2018, in which Mr. Tewfik confirmed the requirements to remediate the property. A copy of this email correspondence is attached as **Attachment 6**.

Documents submitted by the Owner's previous legal counsel, Cameron Lee, during the November 18, 2019 appeal heard by Council, show that the Owner:

- a) received a contract from Genesis Restorations Ltd. dated September 14, 2018, for the testing of hazardous materials, for \$18,375; and
- b) received a service proposal from Genesis Abatement on November 9, 2018, for the removal and disposal of asbestos containing materials for \$47,000.

These contracts and proposals from Genesis are from over two weeks after the date of the incident, and over two months after the date of the incident, respectively. Copies of this contract and proposal are attached hereto as **Attachment 7**.

3. Mr. Jiang incorrectly asserts that Sgt. Hsieh worked an average of 20.25 hours for four continuous days, and that on average the RCMP officers worked an average of 17.25 hours per day. These assertions are factually inaccurate. As set out in the RCMP's cost back report, Sgt. Hsieh worked the most of any of the RCMP officers at the property, and he only worked 41.5 hours at the property over the four day period (an average of less than 10.5 hours per day). The RCMP cost back report consists of a table with the following columns:

Regular Hours	Hours @ 1.5	Hours @ 2.0	Total Billable Hours	Rate	Total

Only the first three columns record hours worked. The fourth column titled “Total Billable Hours” is derived by adding the regular hours, the hours @ 1.5 (which are multiplied by 1.5) and the hours @ 2.0 (which are multiplied by 2), to give a total of the billable hours at the standard rate.

4. Mr. Jiang makes allegations that the number of hours of overtime recorded by the RCMP was unreasonable, and that the number of hours worked by the RCMP would have negatively impacted both their efficiency and effectiveness. As addressed by Sgt. Hsieh during the initial appeal, while general on-duty officers responded to the incident on August 24, 2018, due to specialized staff required, the size of the clandestine lab, and the need to ensure no impact to the service delivery for the rest of the City, the RCMP required some on-duty officers to work extended hours (primarily on the first day of the incident) and had to call in off-duty officers (who were billing at overtime rates) to attend the Property throughout the four days of the RCMP’s response. All hours listed in the RCMP’s cost back report as regular hours are for on duty officers, and were not billed to the Owner. All hours billed at 1.5 are for hours worked by an officer who was on shift, beyond their scheduled hours. All hours billed at 2.0 are for hours worked by an officer who was required to be called in to work on a scheduled day off.
5. Mr. Jiang asserts that Sgt. Hsieh’s billable hours were improperly calculated, and that Sgt. Hsieh billed a total of 74.25 hours while he only worked 38.50 hours. Sgt. Hsieh’s hours on the invoice are recorded as follows:

Regular Hours	Hours @ 1.5	Hours @ 2.0	Total Billable Hours	Rate	Total
3	5.5	33	74.25	41.46	\$3,078.41

Sgt. Hsieh worked a total of 41.5 hours during the initial response at the Property. As set out in the August 19, 2019 Report to Council, the three (3) hours in the Regular Hours column were not billed. The 38.5 hours of overtime were billed, as follows:

5.5 hours at 1.5 time	= 8.25 hours at the regular rate
<u>33 hours at double time</u>	<u>= 66 hours at regular rate</u>
Total Billable Hours	= 74.25 hours at regular rate

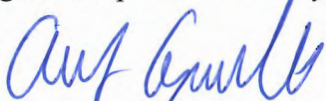
6. Mr. Jiang incorrectly asserts that Sgt. Hsieh worked 15 hours of overtime on August 25, 2018 and 13 hours overtime on August 26, 2018, in addition to his regular hours (Emphasis Added). As noted by Sgt. Hsieh during the initial appeal, he was required to work on this file on his scheduled days off. Sgt. Hsieh’s hours billed to the Owner for

August 25, 2018, August 26, 2018 and August 27, 2018 represent his total hours worked on those dates.

7. Mr. Jiang makes allegations that the RCMP are not adequately disclosing information, as the RCMP have only provided a daily hour summary for Sgt. Hsieh. Mr. Jiang also casts doubt on the accuracy and reliability of the memo prepared by Sgt. Hsieh dated July 17, 2019 (a copy of which is attached as Attachment 8 to August 19, 2019 Report to Council), as it was prepared nearly one year after the date of the RCMP's response at the Property. These allegations are unfounded. Sgt. Hsieh's hourly summary was prepared at the request of the Owner's previous legal counsel. The memo was also prepared pursuant to a request from the Owner's previous legal counsel in a letter dated July 5, 2019, and was provided to the Owner's legal counsel on July 18, 2019. Furthermore, while this summary was compiled in July 2019, it is based on notes and reports made by the RCMP at the time of the incident.
8. Mr. Jiang claims that the service fees charged by the City are punitive in nature. However, as set out in the August 19, 2019 Report to Council, the invoices that are the subject of this appeal were rendered on a cost recovery basis, to recover the costs incurred by the City for Richmond Fire Rescue and Richmond RCMP's initial response at the Property, as well as amounts paid by the City for a third party contractor to dismantle the clandestine lab and dispose of hazardous chemicals.
9. Mr. Jiang questions the City's authority to impose an administrative charge in accordance with the City's Consolidated Fees Bylaw 8636 ("**Bylaw 8636**"), as he alleges that the RCMP is not considered arm's length from the City. Bylaw 8636 provides that the City may charge an administrative charge of 20% of the actual cost for "receivable projects undertaken for arm's length third parties" (Emphasis Added). In this instance, the work undertaken by the RCMP, Richmond Fire Rescue and Tervita Corporation were undertaken for the Owner's property, and the Owner is an arm's length third party.

#### **ADMINISTRATIVE CHARGE**

Mr. Jiang has correctly noted that there is inconsistency between Bylaw 7897 and the Consolidated Fees Bylaw No. 8636 with respect to the applicable administrative charge. Schedule D to Bylaw 7897 provides that the administrative and overhead costs of 15% shall be charged on all service fees. The Consolidated Fees Bylaw No. 8636, on the other hand, provides for administrative charges equal to 20% of the actual cost, for projects undertaken for arm's length third parties. Both bylaw provisions are valid and enforceable.



Anthony Capuccinello Iraci  
City Solicitor and Sr. Director, Legal and Legislative Services  
(604-247-4636)

:bb

- Att. 1: Notice of Violation dated August 28, 2018
- Att. 2: Notice of Violation dated August 29, 2018
- Att. 3: Order to Comply dated August 28, 2018
- Att. 4: Order to Comply dated August 28, 2018
- Att. 5: Special Safety Inspection Report dated August 28, 2019
- Att. 6: Email dated September 18, 2018
- Att. 7: Genesis Restorations Ltd. Contracts and Proposals



**Attachment 1**  
**Notice of Violation dated August 28, 2018**



**Richmond Fire-Rescue  
Inspection - Notice of Violation**

Property Address: <u>Clandestine lab - Methamphetamine</u> <u>11780 KINGFISHER DR Richmond BC V7E3N7</u>	Date of Report: <u>August 28, 2018</u>
Inspection Type: <u>EPO High Hazard Inspection</u>	Inspected Date: <u>August 28, 2018</u>
Notice Received By: <u>Jing Cong</u>	Inspector: <u>Curtis D'Altroy</u>

**A Fire Inspection of the above premises disclosed violations which may constitute a hazard to life or property in the event of fire and must be corrected for IMMEDIATE COMPLIANCE.**

**Please contact the Inspector listed when items have been addressed. Thank you.**

<b>Vacant Buildings - 1002 Vacant Building - secure building.</b>	<b>Unsatisfactory</b>
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Vacant building - security  
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Vacant buildings shall be secured against unauthorized entry. The building owner or the owner's designated representative shall be responsible for ensuring adequate security of the vacant building.

**9.8 Damaged Buildings**

9.8.1 The owner of a building or other structure that has been damaged due to fire, explosion or similar event must immediately act to ensure that the building is guarded or that all openings and points of entry into the building are kept securely closed and fastened in a manner acceptable to the Fire Chief so as to prevent the entry of unauthorized persons. If the owner fails to provide the necessary security to the damaged building within 2 hours of being notified by the Fire Chief or following an incident, the Fire Chief may cause the work to be carried out at the cost and expense of the owner.

<b>Fire Hazards - 2417 Electrical equipment - general.</b>	<b>Unsatisfactory</b>
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=====  
Electrical equipment - general requirements  
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The general condition of the electrical system is to be improved. A qualified electrician is required to upgrade and correct the existing deficiencies.

<b>Fire Hazards - 2425 Combustible Material - interior.</b>	<b>Unsatisfactory</b>
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=====  
Combustible materials - interior  
=====

Combustible materials have accumulated in a manner constitutes a fire hazard. Inside of the house is heavily contaminated with hazardous materials associated with making methamphetamine's.

**Mailing Address:** Richmond Fire-Rescue 6960 Gilbert Road, Richmond B.C. V7C 3V4  
Phone: (604) 278-5131 Fax: (604) 303-2755

Printed on: 2018-Aug-28

Information is confidential and subject to privacy rules

Page 1 of 3



Richmond Fire-Rescue  
Inspection - Notice of Violation

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Narrative / Observations:  
\*\* IMPORTANT NOTE \*\*

SCHEDULE A to BYLAW NO. 7897

INSPECTION, CONFIRMATION & RE-OCCUPANCY FEES

The following fees apply to all inspections and related administrative actions carried out under this Bylaw:

1. Other than an inspection for the purpose of a **re-occupancy permit**, each time an **inspector** enters on a **parcel** to inspect pursuant to section 4.1.2(a), the **owner** or **occupier** must pay to the **City**:
  - (a) \$300.00; and
  - (b) an additional \$300.00 for each subsequent inspection undertaken if the **owner** or **occupier** has failed to undertake any action ordered by a **fire inspector**, the **City**, or a person authorized under this bylaw to order the action.
2. Each time a **special safety inspection** is carried out pursuant to section 4.1.2(c), the **owner** or **occupier** must pay to the **City** \$4,200.00.
3. Before confirmation is provided under section 2.4.1(d), the **owner** or **occupier** must pay all applicable fees under the **City's Building Regulation Bylaw** and any amendments thereto; and
4. To obtain a **re-occupancy permit**, the **owner** or **occupier** must pay to the **City** \$500.00 for up to two inspections by a **building official** and, if necessary, \$120.00 for each subsequent inspection.

**3.1 Establishment of Fees**

3.1.1 The following fees apply under this bylaw:

- (d) in addition, every owner whose parcel is used for a **grow operation** or **controlled substance property** must pay to the **City** all **service costs** incurred by or on behalf of the **City**, calculated in accordance with Schedule D and which are deemed to be service fees as identified in Schedule D, unless that **owner** has delivered to the **City** notice pursuant to subsection 1.3, prior to any entry by the **City** onto the **parcel**.

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**Mailing Address:** Richmond Fire-Rescue 6960 Gilbert Road, Richmond B.C. V7C 3V4  
Phone: (604) 278-5131 Fax: (604) 303-2755

Printed on: 2018-Aug-28

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Page 2 of 3



**Richmond Fire-Rescue**  
**Inspection - Notice of Violation**

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This notice contains important information that may affect you. Please ask someone to translate it for you.

此通告刊載有可能影響閣下的重要資料。請找人為你翻譯。

ਇਸ ਨੋਟਿਸ ਵਿਚ ਮਹੱਤਵਪੂਰਨ ਜਾਣਕਾਰੀ ਹੈ ਜੋ ਕਿ ਤੁਹਾਡੇ ਲਈ ਜ਼ਰੂਰੀ ਹੋ ਸਕਦੀ ਹੈ। ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਨੂੰ ਇਸ ਦਾ ਉਲੰਘਾ ਕਰਨ ਲਈ ਆਖੋ।

Thông báo này có tin tức quan trọng có thể ảnh hưởng đến quý vị. Xin nhờ người phiên dịch hộ.

Este aviso contiene información importante que puede afectarle personalmente. Pídale a alguien que se lo traduzca.

Ce document contient des renseignements importants qui pourraient vous concerner. Veuillez demander à quelqu'un de vous le traduire.

\_\_\_\_\_  
**Business Contact**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Inspector**

\_\_\_\_\_  
**Date**

---

**Mailing Address:** Richmond Fire-Rescue 6960 Gilbert Road, Richmond B.C. V7C 3V4  
Phone: (604) 278-5131 Fax: (604) 303-2755

Printed on: 2018-Aug-28

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Page 3 of 3

**Attachment 2**  
**Notice of Violation dated August 29, 2018**



Richmond Fire-Rescue  
Inspection - Notice of Violation

Unsecured premises		Date of Report: <u>August 29, 2018</u>
Property Address: <u>11780 KINGFISHER DR Richmond BC V7E3N7</u>		Inspected Date: <u>August 28, 2018</u>
Inspection Type: <u>Vacant Property</u>		Inspector: <u>Curtis D'Altrov</u>
Notice Received By: <u>Jing Cong</u>		

**A Fire Inspection of the above premises disclosed violations which may constitute a hazard to life or property in the event of fire and must be corrected for IMMEDIATE COMPLIANCE.**

*Please contact the Inspector listed when items have been addressed. Thank you.*

Fire Hazards - 1002 Vacant and not secured.	Unsatisfactory
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FIRE PROTECTION AND LIFE SAFETY BYLAW NO. 8306

9.7 Vacant Premises

9.7.1 For the purposes of this Section, vacant premises means a lot, building or other structure:

- (a) in respect of which a water or electricity service has been intentionally discontinued, other than for temporary maintenance, repair or upgrading; or
- (b) where the condition of the premises is not suitable for human habitation or other occupancy due to non-compliance with the Fire Code, Building Code or health or safety regulations.

9.7.2 The owner of vacant premises must promptly act to ensure that, at all times:

- (a) the premises are free from litter and debris or accumulations of combustible or flammable materials except where storage of combustible or flammable materials is in strict accordance with the Fire Code and this Bylaw; and
- (b) all openings in the premises are securely closed and fastened in a manner acceptable to the Fire Chief so as to prevent fires and the entry of unauthorized persons.

9.7.3 Where an owner fails to securely close a vacant premises as required by Subsection 9.7.2(b), a Fire Inspector may, by notice in writing, order the owner to secure the building or other part of the vacant premises against unauthorized entry in a manner set out in the notice.

9.7.4 If an owner of vacant premises fails to bring the premises into compliance with this Bylaw within twenty-four (24) hours of receiving a notice under Subsection 9.7.3, or if the Fire Inspector is unable to contact the owner within twenty-four (24) hours of finding vacant premises in an unsecured state, the Fire Inspector may cause the premises to be secured by City employees or agents, who may board up or otherwise secure doors, windows and other points of entry into the premises in order to prevent fires and unauthorized entry, at the cost and expense of the owner.

9.7.5 The owner of a vacant premises shall pay to the City, upon invoice by the City, the costs and expenses incurred by the City or its contractors or agents for:

- (a) response to any fire, fire hazard, or other incident at the premises;
- (b) additional City personnel, consumables and damage to City equipment resulting from a

Mailing Address: Richmond Fire-Rescue 6960 Gilbert Road, Richmond B.C. V7C 3V4  
Phone: (604) 278-5131 Fax: (604) 303-2755

Printed on: 2018-Aug-29

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Richmond Fire-Rescue  
Inspection - Notice of Violation

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response to any fire, fire hazard, or other incident at the premises; and  
(c) demolition, clean-up, abatement, removal, disposal, and safe transport of a building or structure on the premises, in accordance with the rates and amounts set-out from time to time in the Consolidated Fees Bylaw No. 8636. Such rates and amounts are in addition to any fines or penalties imposed under this Bylaw, any other City bylaw or otherwise by law.

*9.1 Removal of Fire Hazards*

*9.1.1 A person must not cause or permit combustible materials, growth, waste or rubbish of any kind to accumulate in or around premises in such a manner as to endanger property or to constitute a fire hazard.*

*9.1.2 A Fire Inspector may issue an order to any person to remove or otherwise deal with an accumulation of materials or growth referred to in Section 9.1.1, and upon receipt of such order, that person shall take whatever action is specified in the Fire Inspector's order within the time period specified therein, failing which the Fire Department may take whatever action is necessary to remove the fire hazard at the expense of the person to whom the order is directed or the owner or occupier of the premises.*

**Only add to properties that are damaged:**

**9.8 Damaged Buildings**

**9.8.1** The owner of a building or other structure that has been damaged due to fire, explosion or similar event must immediately act to ensure that the building is guarded or that all openings and points of entry into the building are kept securely closed and fastened in a manner acceptable to the Fire Chief so as to prevent the entry of unauthorized persons. If the owner fails to provide the necessary security to the damaged building within 2 hours of being notified by the Fire Chief or following an incident, the Fire Chief may cause the work to be carried out at the cost and expense of the owner.

Narrative / Observations:

**\*\* IMPORTANT NOTE \*\***

---

**Mailing Address:** Richmond Fire-Rescue 6960 Gilbert Road, Richmond B.C. V7C 3V4  
Phone: (604) 278-5131 Fax: (604) 303-2755

Printed on: 2018-Aug-29

Information is confidential and subject to privacy rules

Page 2 of 3





**Richmond Fire-Rescue**  
**Inspection - Notice of Violation**

---

Please ensure that the premises located at 11780 Kingfisher Drive, Richmond BC, are fully secured immediately.

In the City of Richmond, it is the responsibility of the property owner to secure and maintain the security of their abandoned/vacant structures, until demolition is achieved.

The structures on the property must be fully boarded and screwed tight against all window frames, door frames, and access points, including the rear garage. Fencing must be erected around the property to assist in keeping unauthorized persons from entering. Any fire or medical emergency response by Richmond Fire-Rescue to this property will result in cost recovery according to the Schedule in the Consolidated Fees Bylaw No. 8636, until demolition is achieved.

An inspection fee will be assessed upon re-inspection on Thursday August 30, 2018 and each additional inspection day from that time (24-hours after notification) should the property remain in non-compliance, in accordance with the City of Richmond Fire Protection and Life Safety Bylaw No. 8306.

Furthermore, the property owner will be charged a re-inspection fee each time the property is attended by the Fire Prevention Officer.

---

This notice contains important information that may affect you. Please ask someone to translate it for you.

此通告刊載有可能影響閣下的重要資料。請找人為你翻譯。

ਇਸ ਨੋਟਿਸ ਵਿਚ ਮਹੱਤਵਪੂਰਨ ਜਾਣਕਾਰੀ ਹੈ ਜੋ ਕਿ ਤੁਹਾਡੇ ਲਈ ਜ਼ਰੂਰੀ ਹੋ ਸਕਦੀ ਹੈ। ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਨੂੰ ਇਸ ਦਾ ਉਲੇਛਾ ਕਰਨ ਲਈ ਆਖੋ।

Thông báo này có tin tức quan trọng có thể ảnh hưởng đến quý vị. Xin nhờ người phiên dịch hộ.

Este aviso contiene información importante que puede afectarle personalmente. Pídale a alguien que se lo traduzca.

Ce document contient des renseignements importants qui pourraient vous concerner. Veuillez demander à quelqu'un de vous le traduire.

---

**Business Contact**

---

**Date**

---

**Inspector**

---

**Date**

---

**Mailing Address:** Richmond Fire-Rescue 6960 Gilbert Road, Richmond B.C. V7C 3V4  
Phone: (604) 278-5131 Fax: (604) 303-2755

Printed on: 2018-Aug-29

Information is confidential and subject to privacy rules

Page 3 of 3

**Attachment 3**  
**Order to Comply dated August 28, 2018**



City of  
Richmond

6911 No. 3 Road  
Richmond, BC V6Y 2C1  
www.richmond.ca

August 28, 2018

No. 1 Fire Hall  
6960 Gilbert Road  
Richmond, BC V7C 3V4  
Telephone: 604-278-5131  
Fax: 604-278-0547

**ORDER TO COMPLY**  
**CITY OF RICHMOND BYLAW No. 8306 FIRE PROTECTION AND LIFE SAFETY**

JING CONG  
11780 Kingfisher Drive  
Richmond, BC V7E 3N7

Re: Premises located at:

11780 Kingfisher Drive, Richmond, BC V7E 3N7 legally known and described as

Civic Address: 11780 Kingfisher Drive, Richmond, BC  
Legal Description: PID: 001-039-032  
LOT 139 SEC 1 BLK 3N RG 7W PL NWP43326

Richmond Fire-Rescue inspected the Premises on August 28, 2018 and determined that the Violation issue on the Premises endangers property and constitutes a fire hazard both of which are contraventions of Part 9.1 and 9.7 of the City of Richmond Bylaw No. 8306 FIRE PROTECTION AND LIFE SAFETY:

- A person must not cause or permit **combustible materials**, growth, waste or rubbish of any kind to accumulate in or around the Premises in such a manner as to endanger property or to constitute a **fire hazard**.
- The Premises are free from litter and debris or accumulations of **combustible or flammable materials**.
- All openings in all structures located on the Premises, including houses, garages and sheds, are securely closed and fastened in a manner acceptable to the Fire Chief so as to prevent fires and the entry of unauthorized persons.

Accordingly, pursuant to section 9.1 and 9.7 of the City of Richmond Bylaw No. 8306 FIRE PROTECTION AND LIFE SAFETY you are hereby ordered to remove, dispose of or otherwise deal with the accumulation of combustible materials, waste and rubbish from the Premises in a manner acceptable to the Fire Chief, so that property is no longer endangered and there are no fire hazards and secure all doors, windows and other points of entry in all structures located on the Premises, including houses, garages and sheds, in order to prevent fires and unauthorized entry within 1 day (24hrs) of the date of this Order.

5962008

Richmond Fire-Rescue's Mission is  
"To protect and enhance the City's livability through service excellence in prevention, education and emergency response."



Without limiting the generality of the foregoing, you are specifically required to ensure the following within 1 day (24hrs) of the date of this Order:

*The owner of the vacant premises must promptly act to ensure that, at all times:*

- 1. The Premises are free from litter and debris or accumulations of combustible or flammable materials, except where storage of combustible or flammable materials is in strict accordance with the BC Fire Code and Bylaw 8306; and*
- 2. Secure all doors, windows, other openings and points of entry in all structures located on the Premises, including houses, garages and sheds, in a manner acceptable to the Fire Chief, in order to prevent fires and unauthorized entry as per Richmond Fire-Rescue Vacant Premises Securing Procedures (see attached document.)*

#### **FAILURE TO COMPLY**

If you fail to comply with this Order, the Fire Department may take whatever action is necessary, at your expense, to remove the flammable or combustible material and secure all openings in the Premises in a manner acceptable to the Fire Chief.

#### **RIGHT TO APPEAL THIS ORDER TO COMPLY**

You have a right to appeal this order to comply pursuant to section 14.1.4 of the City of Richmond Bylaw No. 8306 FIRE PROTECTION AND LIFE SAFETY which reads as follows.


14.1.4 A person against whom an order has been made under this Bylaw may, before the expiration of ten days from the date of the order, appeal in writing to the Fire Chief, who may uphold the order, vary or set aside the order of a Fire Inspector, or issue an alternative order.

For reference:

**City of Richmond Bylaw No. 8306 FIRE PROTECTION AND LIFE SAFETY**

[http://www.richmond.ca/\\_shared/assets/Bylaw8306\\_2011\\_02\\_0920982.pdf](http://www.richmond.ca/_shared/assets/Bylaw8306_2011_02_0920982.pdf)

Curt D'Altroy  
Captain  
Richmond Fire – Rescue

  
\_\_\_\_\_  
Local Assistant to the Fire Commissioner

2534  
LAFC Badge No.

cc: Ron Graham – Supervisor, Community Bylaws

5862008

**Attachment 4**  
**Notice of Violation dated August 28, 2018**



City of  
Richmond

6911 No. 3 Road  
Richmond, BC V6Y 2C1  
www.richmond.ca

August 28, 2018

No. 1 Fire Hall  
6960 Gilbert Road  
Richmond, BC V7C 3V4  
Telephone: 604-278-5131  
Fax: 604-278-0547

**ORDER TO COMPLY WITH CITY OF RICHMOND  
BYLAW No. 7897 – PROPERTY MAINTENANCE AND REPAIR  
BYLAW No. 8306 – FIRE PROTECTION AND LIFE SAFETY**

Jing Cong  
11780 Kingfisher Drive  
Richmond, BC V7E 3N7

Re: Premises located at 11780 Kingfisher Drive, Richmond, BC, V7E 3N7 legally known and described as:

PID: 001-039-032  
LOT 139 SEC I BLK 3N RG 7W PL NWP43326

(the “Premises”).

Richmond Fire-Rescue inspected the Premises on September 14, 2018 and determined that unauthorized alterations and hazardous conditions endanger property and constitute a fire hazard both of which are contraventions of:

***BYLAW No. 7897 - PROPERTY MAINTENANCE & REPAIR***

***Part One: Building and Safety Standards***

***1.1 General Prohibitions***

1.1.3 If, as a result of the use of a *parcel* as a *grow operation* or *controlled substance property*.

- b) unauthorized **alterations** have been made to structural, electrical, water or gas systems, equipment, appliances or other accessories of any kind on the **parcel**; or
- c) a **hazardous condition** exists on the **parcel**,

***1.2 Fire Protection***

1.2.1 An *owner* or *occupier* of real property must:

- a) undertake any action directed by a **fire inspector** for the purpose of removing or reducing anything or condition that the **fire inspector** considers is a fire hazard or increases the danger of fire; and

***Part Two: Remediation Requirements***

***2.1 Owner Obligations***

2.1.1 If a **building** has been used for a **grow operation**, and the **City** has delivered to the **owner** of such **building**, at the address shown on the Assessment Roll, a Letter to Property

5961619

Richmond Fire-Rescue's Mission is  
“To protect and enhance the City's livability through service excellence in prevention, education and emergency response.”

*Owner (Schedule B), the owner of the building must, within fourteen days after the **grow operation** has been removed, subject to the Residential Tenancy Act:*

- a) either remove and dispose of all carpets and curtains in the **building**, or have all carpets and curtains in the **building** cleaned by a **professional cleaner**;*
- b) have all air ducts cleaned by a **professional cleaner** or by a duct cleaning company, if the **building** is heated by forced air heating; and*
- c) either remove all mould or water-damaged materials such as, but not limited to, drywall or gyproc, or have all walls and ceilings in the **building** cleaned and disinfected by a **professional cleaner**.*

**2.3 Occupancy**

*2.3.1 After a **grow operation** has been removed from a **building** and until the remedial measures prescribed by section 2.1 have been completed and written certification has been provided in accordance with section 2.2, the **building** must not be occupied by any person.*

*2.3.2 Before a **building** is re-occupied after removal of a **grow operation**, the **owner** must notify the prospective occupants in writing that a **grow operation** has been removed and that the requirements of this bylaw have been met.*

**BYLAW No. 8306 – FIRE PROTECTION and LIFE SAFETY**

**Part Eight: Inspection of Premises**

**8.1 Authority for Inspection**

- 8.1.1 The **Fire Chief** and any **member** designated by the **Fire Chief** are hereby authorized to enter at all reasonable times upon any **premises** to inspect and determine whether or not:*
- b) the premises are so used or occupied that fire would endanger life or property;*
  - d) in the opinion of the Fire Chief or a member, a fire hazard exists in or about the premises; or*
  - e) the requirements of this Bylaw and the Fire Code are being complied with.*

**Part Nine: Regulation of Fire Hazards**

**9.13 Electrical Extension Cords**

*9.13.1 A person must not create a **fire hazard** by using an **extension cord** as a substitute for permanent wiring.*

**Part Fourteen: Enforcement**

**14.2 Penalties**

*14.2.1 A person who:*

- a) contravenes, violates or fails to comply with any provision of this Bylaw or of any permit or order issued under this Bylaw;*
- b) suffers or allows any act or thing to be done in contravention or violation of this Bylaw or any permit or order issued under this Bylaw; or*
- c) fails or neglects to do anything required to be done under this Bylaw or any permit or order issued under this Bylaw;*

*commits an offence and upon conviction shall be liable to a fine of not more than Ten Thousand (\$10,000.00) Dollars, and where the offence is a continuing one, each day that the offence is continued shall constitute a separate offence.*

Accordingly, pursuant to the above-listed City of Richmond Bylaw contraventions, you are hereby ordered to address these issues immediately.



**Attachment 5**  
**Special Safety Inspector Report dated August 28, 2019**



**August 28, 2018**

**Re: Special Safety Inspection**

**Owner(s) Name:** Jing Cong  
**Owner(s) Mailing Address:** 11780 Kingfisher Drive, Richmond, BC V7E 3N7  
**Inspection Address:** 11780 Kingfisher Drive, Richmond, BC V7E 3N7  
**Date of Inspection:** August 28, 2018

The City of Richmond's Fire Safety Inspection Team performed a special safety inspection at the above address on the date noted above. The Inspection Team discovered significant fire and other safety concerns such that immediate action was required to eliminate the hazard to life and property. A Legal Notice "Unsafe - Do Not Enter or Occupy" has been posted due to the possibility of health and safety affects on the occupants of the property.

It is your responsibility as the property owner to ensure the security of the property and to address any situation or potential loss that may result from the disconnection of utilities and/or services to this property for an extended period of time.

Either you or your Building Contractor need to contact the City of Richmond's Building Approvals Department at (604) 276-4184 to discuss the permits and steps required to address any building remediation issues.

As the building has been used in the production of controlled substances, there are a number of cleaning and removal requirements outlined in Bylaw 7897, which will be explained by the City of Richmond's Building Approvals Department.

The services of a certified electrical contractor must be obtained to correct compromised electrical systems, if any, for compliance with the BC Electrical Code. If you wish to speak with the BC Safety Authority, please call their toll-free number: 1-866-566-7233. A list of BCSCA licensed contractors is also available at: [www.safetyauthority.ca](http://www.safetyauthority.ca).

A Special Safety Inspection fee of \$4,200.00 is applicable and is the responsibility of the registered property owner. The City will be sending you, as property owner, a bill for this inspection.

Yours truly,

Electrical and Fire Safety Inspection Team

604-303-2754 (voicemail available)  
Monday to Friday (except Statutory Holidays)  
8:30 am to 4:30 pm

Property Maintenance and Repair Bylaw No. 7897, Clause 3.1.2 states that "Every person required to pay any fee or service fee under this bylaw may within 30 days of receipt of an invoice demanding payment, appeal the amount of the invoice by notifying the Director, City Clerk's Office in writing. The person shall be afforded the opportunity to be heard by Council to determine if the fee or service fee should be paid."

5961547

**Attachment 6**  
**Email dated September 18, 2018**

-----Original Message-----

From: Tewfik, Fred  
Sent: Tuesday, 18 September 2018 14:30  
To: 'Sampson Chung'  
Cc: Mills, Warren  
Subject: 11780 Kingfisher Dr. Richmond

Good afternoon Samson,

Thank you for your follow up to our meeting at City Hall yesterday, in which you inquired about options to address the "Do Not Occupy Notice" posted at 11780 Kingfisher Drive. I understand that you represent the owners of the property, acting as contractor and translator.

As explained, the owners will need a Qualified Person to conduct a Hazard Assessment of the property and remediate it to enable either:

- Re-Occupancy, or
- Demolition.

Moreover, as some contaminants from the property may have been directly or in-directly deposited into the City's storm and/or sanitation sewers, I have included herein Mr. Warren Mill, Environmental Coordinator who is facilitating the necessary follow up actions. Mr. Mills may be contacted at 604.247.4694 or by way of the copied email.

Trusting the above to help with your follow up to remediate the home and any affected City infrastructure, I remain available should you have any questions or require additional information.

Regards,

Fred Tewfik P.Eng.  
Manager, Inspections  
Building Approvals Department  
City of Richmond  
Direct 604.276.4184

-----Original Message-----

From: Sampson Chung [<mailto:chungsampson@gmail.com>]

Sent: Monday, 17 September 2018 17:41

To: Tewfik, Fred

Subject: The email address

Hi Fred,

Please connect with me for any further information regarding the inspection requirement of the property at 11780 Kingfisher Dr Richmond. Thanks for your kindly help

Regards

Sampsonchung

**Attachment 7**  
**Genesis Restorations Ltd. Contracts and Proposals**

1-3



CREATING, ENHANCING, IMPROVING LIVES

#29 - 19257 Enterprise Way

Surrey B.C. Canada

V3S 6J8

tel: (604) 533-3440 24 Hr.

fax: (604) 533-3426

EXHIBIT B-1

Date Sept 14, 2018

PAGE 1

## CONTROLLED SUBSTANCE + HAZARDOUS MATERIAL TESTING CONTRACT

### [PHASE 1]

Genesis Restorations Ltd. (Genesis)

&

Jing Cong (Client)

Project # S18KR2045

#### 1. PROPOSAL

We wish to present Client with a proposal to provide a hazardous material survey and drug residue testing at a residence that was used as a controlled substance property.

#### 2. OUR UNDERSTANDING OF THE REQUIREMENTS

1. To provide a hazardous material survey and drug residue testing (STRUCTURE ONLY) at the residence of 11780 Kingfisher Drive, Richmond BC.

#### 3. PROPOSED SOLUTION with Technical Specifications.

1. Provide a hazardous material survey + report
2. Provide drug residue sampling/analysis + report
3. Complete waste water drainage assessment
4. Provide a scope of work + estimate for decontamination

(Owner) requirements:

1. To provide access as required by Genesis

#### 4. CHARGES

GENESIS will perform the tasks, as defined in section 3, on a quote basis for the amount of \$17,500 + GST= 18,375.00

Additional work outside of the technical specifications stated herein will be quoted separately.

Payment schedule is due prior to work commencing by Visa, company cheque, or cash.

NOTE: Report and clearance documents will not be released until full payment is received.

(Page 1 of 2)



EXHIBIT B-1 PAGE 2

Jing Cong  
Project # S18KR2045

Sept 14, 2018

6. **DISCLAIMER**

1. Genesis Restorations Ltd. will follow industry standard of care, WorkSafeBC regulations, to inspect and test structure.

7. **TERMS**

Our proposal to provide the services outlined in this document expires one month from its date. Prices quoted are valid for one month from the date of the proposal.

Accepted by:

Genesis Restorations Ltd.

(Client)

Kellie Randle

Authorized Officer

[Signature]  
Authorized Signatory

Kellie Randle

Name (type or print)

Jing Cong

Name (type or print)

Project Manager

Owner

Title

Title

Sept 14, 2018

15/09/2018

Date

Date

1-4



#29 - 19257 Enterprise Way  
Surrey B.C. Canada V3S 6J8  
tel: (604) 533-3440 24 Hr.  
e-mail: [dean@genesisabatement.com](mailto:dean@genesisabatement.com)  
web: [www.genesisrestorations.com](http://www.genesisrestorations.com)

November 9, 2018

**SERVICE PROPOSAL**  
Genesis Abatement (Genesis Restorations Ltd)  
29-19257 Enterprise Way  
Surrey BC V3S-6J8  
&  
Jing Cong  
7520 Glacier Cres.  
Richmond BC  
V7A-1L5

**1. PROPOSAL**

We wish to present "CLIENT" with a proposal to remove and dispose of all asbestos containing materials as per the below pricing at 11780 Kingfisher Drive Richmond BC.

If Accepted, please indicate your approval of this proposal by signing two copies of this document. Keep one copy for your files and return the second copy to Genesis. Upon receipt of the signed proposal, a start date will be established and Genesis will proceed with the tasks identified in the Technical Specifications.

Proposal.....\$ 44,761.90 + GST (\$2,238.10) = \$47,000.00

**2. OUR UNDERSTANDING OF "Client's" REQUIREMENTS**

Genesis Abatement Ltd. follows recognized industry standard protocols in remediation and decontamination work.

1. The purpose of this project is to remove asbestos materials stated in the Pinchin report as well as the decontamination drug residue from interior areas of the residential house to make ready for demolition.

**3. Clarifications:**

1. Price is based on the THREE reports by PINCHIN: PHASE 1 ESA; ILLICIT DRUG LAB; HAZARDOUS MATERIALS (as submitted to you earlier)
2. Our proposal is to follow the PINCHIN recommendations as follows:
3. All contents, fixtures, cabinets, castings, trim, carpets, flooring of all description, etc that is inside the house will be removed and disposed of.
4. To remove and dispose of all drywall walls and ceilings including insulation back to clean stud.
5. The furnace and all ducting will be removed and disposed of.
6. All drain side plumbing will be removed down to slab and disposed of.
7. Remove plywood subfloor in both bedrooms upstairs where drug lab production took place.
8. Clean and seal structural contaminated members as required.
9. Detailed cleaning of remaining floors and concrete surfaces.

KS

(Page 1 of 4)

Client Initials



扫描全能王 创建

10. To ensure that all remaining surfaces and materials are clear of illicit drug residues per clearance testing.
11. Clearance testing is included in our proposal.
12. We have included to complete all necessary paperwork for WorksafeBC and the Ministry of Environment where necessary. This includes NOP, Risk assessments, Exposure control plan and BCG number application if necessary.
13. Our proposal includes disposal at an authorized landfill as well as all air monitoring if required.
14. Our proposal does not include demolition of the house itself.

#### 4. CUSTOMER RESPONSIBILITIES

We are confident that our responsibilities as described in this proposal will provide you with a solution that meets your requirements. We recommend that you complete the following activities in order to realize the maximum benefit from the work we have performed:

1. Site access during abatement will not be possible without proper PPE.

#### 5. REPORTING AND CHANGE ORDERS

GENESIS will give frequent project reports verbally or by email to the customer. Any hidden variables that are uncovered will be documented photographically and a written report issued to the customer. If a change order is required, work will stop on that area until the order is signed by the customer and additional charges agreed to (see section 7).

#### 6. REFUSAL OF RECOMMENDED SERVICES:

Client agrees that if Client and/or Client's Insurer refuses services that Genesis recommends, Genesis Abatement, will not be held responsible for any damages that the refusal may cause.

#### 7. CHARGES

GENESIS will perform the tasks, as defined in section 2 & 3, on a quoted basis for the amount of \$ 47,000 including GST. Genesis does not do third-party billing. The undersigned accepts full responsibility for DIRECT payment.

##### Payment schedule

##### Payment Terms:

1. A deposit of 50% is required before scheduling can be made. \$ 22,380.95 + \$ 1,119.05 (GST) = \$ 23,500.00
2. The Balance less a 10 % holdback is due upon completion of the of the project.
3. The 10% holdback to be paid within 30 days of completion of our contract.
4. Interest of 2% per month will be charged on balances not paid when due. The customer will pay any and all costs for collection of unpaid balances.
5. Any items not in dispute shall be paid upon completion, minus the disputed amount with written notification.

Genesis Restorations Ltd.

(Page 2 of 4)

Client Initials



扫描全能王 创建

**8. WARRANTY**

Clearance documentation to be provided on request.

**9. DISCLAIMER**

1. It is understood that there will be no penalty if the job is delayed due to circumstances beyond our control.
2. Non payment of any portion of this contract voids all warranty.

**10. PRE-EXISTING CONDITIONS**

This contract pertains only to the specified area or areas (see sections 2 & 3). All other pre-existing conditions or contamination is not covered by this contract. Any conditions that may affect the Indoor Air Quality in the specified area(s) must be directed to the Indoor Environmental Professional (IEP) if applicable.

**11. HEALTH & SAFETY**

If containment is necessary, once containment is up and work has begun, access will only be allowed to authorized personnel wearing proper safety gear (HEPA respirator, Tyvek suits, gloves, eye protection).

**12. ACCESS**

Continuous access to work area will be made to Genesis.

**13. DISPUTE RESOLUTION**

Our proposal to provide the services outlined in this document expires one month from its date. Prices quoted are valid for one month from the date of the proposal.

- (a) If the Customer finds that the services rendered fail to perform according to the specifications described here, then the Customer shall within 7 days of project completion notify GENESIS in writing of the defect or error and provide (so far as the Customer is able) a documented example of such defect or error.
- (b) GENESIS shall then use reasonable endeavors to promptly correct such defect or error.
- (c) If GENESIS is not notified in writing within 7 days of completion by the Customer, GENESIS will deem the services rendered to be accepted as delivered.



**15. GOVERNING LAW**

This Contract shall be construed and enforced in accordance with and governed by the laws of the Province of British Columbia.

*BY EXECUTING THIS CONTRACT, CLIENT ACKNOWLEDGES THAT HE/SHE HAS READ OR HAS BEEN ADVISED OF THE FOREGOING AND HAS HAD THE OPPORTUNITY TO CONSULT WITH A QUALIFIED PROFESSIONAL.*

Genesis Abatement Ltd.

Dean Dyck

Authorized Officer

Dean Dyck 604-834-5012

Name (type or print)

Abatement Manager

Title

November 9, 2018

Date

"CLIENT"

Authorized Signatory

Jing Cong

Name (type or print)

Title

Date

Nov 9 2018



# City of Richmond

6911 No. 3 Road,  
Richmond, BC V6Y 2C1  
[www.richmond.ca](http://www.richmond.ca)

November 18, 2019  
File: 12-8060-20-007897

Legal and Legislative Services Department  
City Clerk's Office  
Telephone: 604-276-4007  
Fax: 604-278-5139

Ling Jiang  
Jiang Law Corporation  
300 - 8171 Cook Road  
Richmond BC V6Y 3T8

Jing Cong  
Email: [andyhuuu@gmail.com](mailto:andyhuuu@gmail.com)

Dear Sir/Madam:

**Re: Reconsideration of Property Maintenance and Repair Bylaw No. 7897 - 11780  
Kingfisher Drive Fee Appeal Matter**

This is to confirm that a reconsideration pursuant to section 131 of the *Community Charter* (the "Reconsideration") of the Property Maintenance and Repair Bylaw No. 7897, 11780 Kingfisher Drive Fee Appeal matter has been scheduled for **Monday, November 25, at 4:00 pm in the Anderson Room (Room M 2.001) at Richmond City Hall.**

Enclosed you will find the staff report and other materials in relation to the Property Maintenance and Repair Bylaw No. 7897 - 11780 Kingfisher Drive Fee Appeal. This material will form the agenda materials that will be before Council at the Reconsideration of the appeal matter.

In accordance with normal City practice, these documents will be published on the City website in advance of the Reconsideration. Please review and familiarize yourself with the enclosed material and bring it with you.

Following receipt of this letter, I ask that you please contact me at 604-276-4006 to confirm your attendance. I will also be pleased to answer any questions you may have.

Yours truly,

Claudia Jesson  
Director, City Clerk's Office

Att. 1

**Service Fees Imposed under Property Maintenance and Repair  
Bylaw No. 7897**

Date: Monday, November 25, 2019

Time: 4:00pm

Place: Anderson Room, Richmond City Hall  
6911 No. 3 Road

---

**RECORD OF APPEAL**

---

Property: 11780 Kingfisher Drive, Richmond  
Owner: Jing Cong  
Counsel: Ling Jiang  
Jiang Law Corporation  
Address: 300-8171 Cook Road Richmond  
BC V6Y 3T8  
Telephone: 778-297-9111



## Statement

The Honorable Councilors and the Most Honorable Mayor, thanks for having me and my family back in this room today. Since the last hearing, I believe that you all now have acknowledged the basic technical and legal facts regarding my family's case. So today, rather than discussing the city's bylaws with you, I am standing here as a lay person and the unfortunate victim of the incident to tell you about how my family has been suffering through this unfortunate incident with no moral mistake from us. Our mistake is trusting that all people are good. Our mistake is that we did not read all the by-law of the city before we settle down in Richmond. And then, who will read all the by-law of any city before setting up their home there. No one will, certainly not us as our English is limited. Even if my English is good, I will not read all the by-law either. Instead of telling you a long story, I would like to submit my brief summary and hope that you will grant me the same kind of sympathy and understanding that you will extend to those less fortunate on the street and the poor.

Our family immigrated to Canada in 2014, and immediately settled down in Richmond. As new-comers from China where English is hardly used by the vast majority in everyday life, Richmond with its vast Chinese Population, it seemed to be the most ideal city for us. The city is peaceful, friendly and well equipped to facilitate non-English speaking new comers like us. We came to Canada by choice. We tried our best to fit in. We want to be Canadian. We are making Canada our permanent home. But no matter how sincere our wish and intention are, lacking the English language is not a joke and this disability is working against us in many aspects of life. And at our age, it seems no matter how hard we try, trying to pick up a new language is almost like mission impossible. But we are determined to stay put here in Canada. We started an import business and the result was not satisfactory at all. We tried to explore for other business ventures and the feed back from many of our friends are really discouraging. So many people lose so much money. While our dreams were not being realized as we hope, but one good thing happened in life here, our son Andy also loves Canada. After his graduation, he has been working at the outlet mall by YVR. He dreams, one day he will be a very successful businessman. We are happy and hoping that something good will happen for us in Canada in the long run of life.

The totally unexpected rental incident of 11780 Kingfisher Dr is a total nightmare for us. We acquired it with the intention for it to be our permanent home. The area is good and the average footage of around two thousand foot just suit us fine. We



don't have the resources to afford those multi-million dollars homes in the west side of Vancouver or West Vancouver. The motive of renting out this property in 2018 was not profit-oriented at all. It was rather induced due to one tragic experience that had happened due to break-in from a previous experience. The break-in that ended up with all the copper pipes and the heating system stolen while the house was not occupied due to renovation. It was a big repair bill. Afraid that the break-in will happen again as we have to deal with some serious personal matter back in China and it might take a while, we have no choice but to rent it for the foreseeable short term. The motive is not profit. The motive is not flipping. The biggest mistake was, we picked the wrong realtor to handle the renting out. And in term, a wrong tenant was picked and then the sub-tenant is a criminal. Who with the normal mind would expect such bad luck coming? Not us for sure, as we believe people are all good unless proven bad later.

My family have already paid a price – way beyond our means – for this incident. Since the moment we were informed that the incident had occurred, we have tried our best to cooperate fully with the authority, police, and other concerned departments in their work. Hoping to minimize the impact of the incident, I paid over CAD \$80,000 for various bills. In addition, this incident has directly caused me to lose \$25,000 in ten months of rental income; \$75,500 in property depreciation (refer to 2017 government assessment); \$292,000 in repair cost to restore the property to make it livable, or \$786,300 (builder's quote) to demolish and rebuild it. Now the Fire-Rescue Department has designated the property as a dangerous property detrimental to public safety, and Fire-Rescue Department Officer Forrest Weissler has repeatedly notified us to demolish the property as soon as possible, or the property's current state could generate more problems and more bills. Consequently, we have already applied to the government for a permit to demolish the property. However, I do not know where I can get the money to rebuild this property. To date, this incident has resulted in a loss of \$981,777.67. Besides, I will need to bear the annual property tax of \$5273.77 and the monthly mortgage payment of CAD \$ 5,441.87. However, as a result of this incident, this property has depreciated greatly, and the property's sale will cause greater losses incrementally. Since the incident, we have not been able to obtain any assistance; we have merely been repeatedly receiving these bills and the Fire-Rescue Department's notifications and warnings. In this case, we are not the offender, but we feel like being judged and penalized as a criminal.

The property rental realtor who should have been held responsible for this case is a lady who lost her husband in a bad financial situation. At the meantime, she has

to take care of her 70 years old mother in law. As the first-hand tenant who sublet the property to the criminal has no assets in her name, and she had declared bankruptcy once in 2017. This means even if I bring her to court and win, I will not be able to receive a penny in compensation. I had a few conversations with them after the incident, they offered nothing but apologized to her and she has decided not to distribute these bills to them. The reason I was told is that despite whether we will receive any payments from them, even if we collected any payment, we might will destroy two more family life. And the insurance company that we insured our house with claimed that due to the house was involved in a criminal incident they refuse to cover any expense resulted from the incident. The person who should have been directly held responsible for this incident, the sub-leasing tenant who manufactured narcotics in my property, managed to escape after the police arrived on the scene; until now we haven't had any updates from the police regarding the investigation. As the direct victim in this case, I have borne full responsibility for something that I should not have been held responsible for.

As a result of this incident, the intended owner-occupied property at Kingfisher is now in an unlivable state. The cleaning company has demolished the property to the extent that only an empty frame remains. We now have no choice but to put up with our son and live at his home. And this has caused inconvenience to not just us but also of our son. And at this point of time, it seems, there is no light at the end of the tunnel. Life is a mess now. After we paid over \$80,000 for bills from the government and third-party companies at the end of 2018, we are sinking deeper and deeper into this financial mess and dark hole. Then on 7 June 2019, I received consecutive bills totaling \$76,051.39. Receiving these bills again made us feel devastated; and confronted with these unpayable bills and the colossal losses caused by the incident, we have again found us in dire situation, both mentally and financially. Sustained heavy pressure has caused me to suffer from insomnia, depression and down-heartedness. Since we got the decision from last hearing, I can barely talk to people, and I cry nearly every evening in my room, not only because of pressure of the huge amount of bills owing but also due to the great pressure and disheartening from last hearing. We felt that we were humiliated and judged like a criminal, not a victim. To save money, I have to be really careful in picking the cheapest from the grocery stores. I do not want our trouble to be a burden to our son. As the moment, it is. That is the worst that parents would like to see happened.

I implore every one of you sitting here to trust and understand us. In the name of a mother and a wife, I implore you to consider our current situation from a humanitarian and compassionate perspective: these bills and colossal losses will destroy our family. I still remember during the last hearing, some of the councilors believe giving discount or waiving the bills would be a waste of the tax payer's money. I totally understand they had their reasons to say so prior hearing what I have said. However, as a tax payer myself, I believe a family in such situation should be helped in order to prevent their life being completely destroyed by other people's crime.

The devastating blow brought about by the whole incident has deprived us of confidence and courage in life, and made our family lose the sense of direction. We implore the community, government and relevant departments to provide us with assistance so as to help us over at this most difficult time. We also hope that the police will be able to expeditiously find the criminal responsible for this case so as to prevent more innocent people and families from suffering the same fate.

I am very grateful to all of you for taking up your precious time to hear my request her. I am indeed very grateful to all of you.

Your understanding to my feeling and financial hardship is appreciated.

**Service Fees Imposed under Property Maintenance and Repair  
Bylaw No. 7897**

Date: Monday, November 25, 2019

Time: 4:00pm

Place: Anderson Room, Richmond City Hall  
6911 No. 3 Road

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**RECORD OF APPEAL**

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Property: 11780 Kingfisher Drive, Richmond  
Owner: Jing Cong  
Counsel: Ling Jiang  
Jiang Law Corporation  
Address: 300-8171 Cook Road Richmond  
BC V6Y 3T8  
Telephone: 778-297-9111

## **FEE APPEAL STATEMENTS**

Your Worship Mayor Brodie, the Honourable City Clerk, Ms. Jesson, the Honourable city solicitor, Mr. Iraci, and the Honourable City Council members.

First of all, on behalf of Ms. Cong, her husband, (Peng Hu), and her son (Andy Hu), please allow me to express our appreciation and gratitude for reconsidering Ms. Cong's fee appeal application today.

I have the opportunity to review the appeal package provided by the City on 11/18/2019. It appears to me that Ms. Cong's former counsel, Ms. Cameron Lee, has presented all of the evidence and materials concerning the matter relating to the Property Maintenance & Repair Bylaw No. 7897 regarding the property situated at 11780 Kingfisher Drive Richmond BC (referred to as the "Property").

Therefore, although I will not rehash all the evidence previously presented by Ms. Lee, however, I intend to rely on her essential factual background summary and analysis as the basis for my statements.

Ms. Lee's appeal record starts at page 84 of the appeal package.

While Ms. Cong does not dispute the determination made by the City of Richmond that the property was used by sub-tenant in an illegal grow-operation, and admits that the City was acting within the parameter of its power in making this determination. However, Ms. Cong asserts that she has complied with the bylaw and discharged her obligations contemplated in the bylaw. Further, Ms. Cong still questions whether the amount of service fees invoiced by the City concerning the services provided by the RCMP and the Fire Department is reasonable, punitive in nature, arbitrary or transparent. In particular, some of the questions were not answered in the last fee appeal meeting.

The relevant section of the bylaw concerning Ms. Cong's obligation is Section 1.3.1 (see p.10 of this statement), which provides that every owner of residential premises or other building that is subject to a tenancy agreement must inspect such residential premises or other building at least **once every three months** to ascertain whether this bylaw has been contravened.

With that in mind, I turn now to the factual background.

### **I. FACTUAL BACKGROUND**

Ms. Cong purchased the subject Property in or about October 2017 as her primary residence for her family.

Due to her personal matters in China, Ms. Cong entered into a lease agreement with the tenant with a one year fixed term with no renewal starting on July 1, 2019. The lease agreement is at pp.11-17.

The residential tenancy agreement is a standard agreement by the residential tenancy branch.

There were no additional terms and conditions which set the minimum entries by the landlord to conduct inspection. The only reference to the entry for inspection purposes was made at p.15 at subsection 13(3) on the right column in which it provides that the landlord may inspect the rental unit monthly in accordance with subsection (2)(a) about advance notice to the tenant. The word "**may**" is not imperative.

There is an **Addendum** included in the lease agreement which provided that at p.17:

Paragraph 4): "No illegal substances or activities are to be grown/found in or on the Property. Ms. Cong or the property manager has the right to enter the property every month to ensure this term is upheld."; and

Paragraph 5): "Any change in tenant(s) must be notified to the property manager and approved by Ms. Cong".

Again, Ms. Cong was not required to inspect the Property more often than what the bylaw 1.3.1 requires.

The grow-operation incident unfolded on August 24, 2018, just less than 2 months since the lease agreement was signed. Upon learning this incident and her obligations for cleanup in a contravention notice issued on August 28, 2018, Ms. Cong immediately booked the first available flight flew back to Richmond on September 8, 2018 to attend to this matter. It should be noted that the period between late August and early September is the traditional back-to-school season. The popular flight tickets are notoriously scarce and prohibitive.

Ms. Cong was not given the 14-day notice required notwithstanding the Bylaw Section 2.1.1 and Schedule B (see pp.18-20).

Upon Ms. Cong's arrival, she met with RCMP officers twice on September 8 and 12, 2018 respectively.

At the 2<sup>nd</sup> meeting on September 12, 2018, officers from RCMP and the Fire Department delivered to her a Cleanup Notice written in Chinese, wherein required her to retain a professional cleaning company and started the cleanup work within 24 hours.

While Ms. Cong was very stressed after reading the Cleanup Notice as she did not know how to find a professional cleaning company acceptable by the City officers, which could start the cleanup work in one day.

Due to her language barrier, Ms. Cong pleaded to the City officers to allow her son, Andy Hu, to join her at the meeting to assist her understanding the conversation. Her request and right to interpretation were denied flatly.

During the meeting, one of the City staff handed to Ms. Cong the contact information of Genesis Restoration Ltd. in Surrey as the professional cleaning company of the City's choice.

In order to avoid any undesired consequences for failure to commence the cleanup within 24 hours, Ms. Cong contacted Genesis and entered into the service agreement forthwith, with no

opportunity of seeking legal advice or conducting necessary market research. Pursuant to the Service Agreement, Ms. Cong paid a total of \$65,735.00 to Genesis for their services. Ms. Cong had no time for researching or investigating the necessity and reasonableness about the services she paid for, nor was she explained about the necessity of such services.

Then on November 19, 2018, Ms. Cong paid another \$7,477.67 to the City for the Inspection and Boarding-up Services.

Half a year later, Ms. Cong received from the City an invoice numbered 02579 dated May 16, 2019 of the amount of \$67,524.44 for the service fees of RCMP (referred to as the "RCMP Invoice", see p.21) with **20% administrative fee on top**.

Ms. Cong then contacted the City for particulars of the invoice, but the City did not provide a timely response.

On June 14, 2019, Ms. Cong through her then counsel, Ms. Lee, delivered a formal notice of appeal to the City as regards the RCMP Invoice.

From June to August 2019, Ms. Lee sent multiple written demands to the City, for a complete, detailed, and transparent disclosure with respect to the RCMP Invoice. Those formal correspondence do not include the informal written requests emailed by Ms. Lee to the City.

In the middle of Ms. Lee's inquiry about the details of the RCMP Invoice, the City provided another invoice numbered 03489 from the Fire Hall of the amount of \$8,526.95 (see p.22) to Ms. Cong, and a Memo provided by the RCMP dated **July 17, 2019** (referred to as the "Operation Memo", see pp.23-24) regarding the RCMP's billing and operation which happened a year ago.

On August 12, 2019, Ms. Cong received the complete RCMP Invoice and supporting documents.

## **II. ANALYSIS**

1. The facts and the supporting documents show that Ms. Cong has been in compliance with the Bylaw. Her conduct of handling either the grow-op or cleanup is not blameworthy. Rather, she has taken reasonable care and efforts in a responsible way to deal with the consequences of the grow-op.

Some of the points are:

- 1) Ms. Cong specifically prepared the Addendum to prevent the illegal activities of the tenant and to prohibit any unauthorized sublease. The documents show that the time between Ms. Cong entered into the lease agreement (June 29, 2018) and the grow-op bust (August 24, 2018) was only less than 2 months.

Therefore, Ms. Cong did not contravene Section 1.3.1 of the Bylaw.

- 2) Ms. Cong returned to the City immediately after she learned of the incident and cleanup obligations. She followed the City's instructions and requirements and paid a hefty amount up to \$80,000 for the cleanup bills, including City Safety Review fee of \$3,277.67, Safety Inspection Fee of \$4,200, and Professional Cleanup Fee of \$72,500 which she believed was paid for the City's professional cleanups.

Therefore, Ms. Cong has been and is still trying to comply with Section 1.3.2 of the Bylaw. Also, Ms. Cong has been stretching her financial means to pay up those fees under Section 3.1.1 of the Bylaw (see p.25).

2. Both the conducts of the City staff and the service fees charged are unreasonable.

- 1) The Cleanup Notice given to Ms. Cong is insufficient and unreasonable. It was impossible for any reasonable person to act within 24 hours to find a competent professional cleaning company, discuss the scope of the service, negotiate the rate of the services, and seek legal opinion about the fairness of the Service Agreement.

A quick Google search shows there are multiple professional cleanup service providers in the area (see pp.26-27). If more time was allowed, Ms. Cong would be able to compare the services and fees of those cleanup service providers before she was pressed to retain the only one company suggested by the City staff.

There are reasons for Section 2.1.1 (p.18) of the Bylaw to provide a fourteen day notice to those lay citizens like Ms. Cong to seek advice and compare services and fees before getting into a contract of a substantial amount. Ms. Cong was not given such opportunity to educate herself on the bylaw requirements and choose a cost-effective service provider under section 2.1.1 afforded to the public. Further, the city staff failed to bring to her attention that she was not required to use Genesis only, failed to provide more choices, and failed to advise Ms. Cong of her entitlement of her choice.

A City staff carries implied authority. When the City staff picks a company for an unsophisticated public member, especially someone like Ms. Cong who is a very new immigrant in Canada, it will be perceived as an order to those uninformed citizens. Therefore, there is a duty to inform.

- 2) The Operation Report (see pp.28-29) provided by RCMP is both confusing and unreasonable regarding how the RCMP officers invoice the owner for their work.

The Operation Memo prepared by Sgt. Gene Hsieh (pp.23-24) was about one year later than the actual operation. It is hardly convincing with respect to its accuracy and reliability, particularly considering Sgt. Hsieh obviously has a very busy working schedule in general.

According to the Operation Report, Sgt. Hsieh worked an average of 20.25 hours



a day for four continuous days; Officers Derek Fraser and Darcy Mccaiter worked an average of 18.75 hours a day; the EON CIAN TEAM consisted of 4 Constables - Romanko, McNeil, Westwick and Fisher. At p.29, they together billed 84 hours for overtime at a double pay rate, 12 hours for overtime at 1.5 pay rate.

On average, the RCMP officers worked 21 hours of overtime for 4 days, and 17.25 hours a day. Even if we want to give those invoices the benefit of the doubt, the sheer number of billable hours is simply unreasonable and impractical as to how an police officer could worked averagely almost 18 hours a day for 4 days, whether it was necessary for an officer to work that many hours, and how efficient and effective to require an officer to stretch his physical and mental strength to his limits in response to a crime on the scene?

The City provided a response as regards the reasonableness of the RCMP officers' billable hours at 2<sup>nd</sup> paragraph (see pp.30-31) as follows:

The RCMP's response at the Property between August 24 and 27, 2018, involved 24 officers, and a total of 322 hours of officer time. Although the City is entitled to charge the Owner for all these costs, the RCMP only invoiced the Owner for overtime hours. The 38 hours of regular time indicated in Attachment 8 were not charged to the Owner, as well as 10 hours of overtime for Corporal Yugai. Collectively this amounted to a discount of \$2,885.62.

The RCMP further waived \$15 per hour per a RCMP officer on account of additional personal and equipment costs.

In addition, although the RCMP invoiced the Owner for 38.5 of a Sgt.'s time and 27 hours of a Corporal's time, all hours invoiced were billed at the lower rates.

While Ms. Cong appreciates the discounts offered, one has to be mindful that those discounted rates were billed mostly at a double pay rate, and the rest were billed at a 1.5 pay rate. The City is silent on the necessity and possibility that the RCMP officers could averagely bill so many hours a day for 4 days without impacting their efficiency and effectiveness expected of a police officer which the payor owner is entitled to benefit.

The City gave an example of Sgt. Hsieh's hour summary as follows (see p.32):

August 24, 2018	4.50
<b>August 25, 2018</b>	<b>15.00</b>
<b>August 26, 2018</b>	<b>13.00</b>
<u>August 27, 2018</u>	<u>6.00</u>
	38.50

Notes: the 38.50 hours only accounts for the billable overtime hours by Sergeant Hsieh as per the cost back sheet. It does not include his regular hours on August 24, 2018 which have not been billed to the Owner.

In the Operation Report, Sergeant Hsieh's billable hours were calculated as follows (p.28):

Regular hours	Hours @1.5	Hours @2.0	Total Billable Hours	Rate	Total
3	5.5	33	74.25	41.46	\$3,078.41

Even with the explanation in the City's response, it is still difficult to understand how the billable hours and the total amount were calculated. Sergeant Hsieh billed a total of 74.25 hours, and the City advised only 38.50 hours were billed. Does that mean only 38.50 hours appeared in the final invoice to Ms. Cong?

However, it is significant to point out that Sergeant Hsieh worked 15 hours overtime on August 25, 2018 and 13 hours overtime on August 26, 2018 in addition to his regular hours. Neither the City or Sergeant Hsieh has provided any explanation on the possibility, necessity, practicality and reasonableness of his overtime.

Sergeant Hsieh's hour summary was the only glimpse provided to Ms. Cong of how the RCMP officers' billable hours were tabulated and billed. Ms. Cong paid for other officers, and she is in dark of the particulars of those officers' hours, rates and billing.

In response to Ms. Lee's questions about the activities the RCMP officers had performed provided an overly generalized Operation Memo for police activities between August 24 and 27, 2018 at the Property (pp.23-24). However, that Operation Memo was dated July 17, 2019, almost a year after the incident, and the generalization itself is difficult to be quantified and cross-referenced to the specific officer, and his billable hours.

- 3) Schedule D of Bylaw (see p.35) regarding service fees does not provide sufficient information for any reasonable person to understand, assess, and determine whether the service charges on the Tervita Invoice are reasonable.

The billing time of the Tervita Invoices is another problem. The invoices of Tervita were dated October 10, 2018, but the City's invoice was not delivered until May 16, 2019, which was 7 months late. On the other side, when the City bylaw requires the Owner to act, the Owner only has 14 days to react, or even much shorter, within 24 hours in Ms. Cong's case.

- 4) The 20% administration charge on the RCMP invoices is unjustified. The Bylaw 8636 in Schedule – Billing and Receivable provides 20% administrative fee on actual cost for arm's length third parties (see p.33). The RCMP is not considered at arm's length with the City. And the billable hours are not actual cost.

3. The process of the invoices and charges are punitive in nature.

- 1) According to part 7 – failure to comply of the Bylaw, section 7.1 (see p.34), if an owner or occupier fails to comply with a requirement of the City under this Bylaw or another safety enactment, the City within the time specified in the order or notice, may enter the parcel and take such action as may be required to correct the default.

It is the condition precedent to the City recovering costs only if the owner or the occupier has default or failed to do so within the time specified in the notice.

Ms. Cong was not given the notice with the timeline. When she received a notice within the timeline of 24 hours, she complied immediately.

The condition precedent to the City's recovery of the costs incurred was not met.

- 2) The timing of the invoices

According to the Bylaw, whenever the City requires a citizen to act, the response time is usually very short, from 30 days to a matter of 1 or 2 days.

However, when it is the duty of the City to act, it would take months. Ms. Cong received those two additional invoices in May and July 2019, for the matters which took place in August 2018, about 9-11 months later.

This delay is significant to Ms. Cong. She already paid \$75,002.11 last year, now the new invoices of \$76,051.39 will be due and payable on December 31, 2019.

In light of her financial hardship and the enormous amount of charge, it is important to deliver the bills timely so that Ms. Cong can make proper financial arrangements to deal with the bills.

4. The service fees charged by the City lack of transparency and reasonableness.

The service costs are broadly defined by the Bylaw as all direct and indirect costs incurred in various circumstances determined in accordance with Schedule D (p.35).

Schedule D itself is also vague in clarification and definition with blanks to be filled out by the relevant departments.

A special attention shall be paid to C) the administration and overhead costs. 15% of such fee will be added on all of the direct and indirect costs.

Now we have two administration costs, one is 20% charge which was included in those invoices to Ms. Cong, and here there is another 15% charge.

We are left to wonder why there are two types of administration charges – one is 20% and the other is 15%, both from the City bylaws. If both are applicable, why 20% is preferred to 15% in Ms. Cong's invoices. Those questions beg the answers which we have not received yet.

### **III. NATURAL JUSTICE & PROCEDURAL FAIRNESS**

The principles of natural justice exist as a safeguard for all individuals in their interactions with the government. These principles stipulate that whenever a person's "rights, privileges or interests" are at stake, there is a duty to act in a procedurally fair manner.

The principles of natural justice concern the general manner in which a decision is made by the state. Essentially, procedural fairness does not concern the correctness of the decision. Rather, the principles of natural justice help to ensure that the decision maker followed the proper procedure in arriving at their decision. The principles of natural justice and procedural fairness are based on the theory that the substance of a decision is more likely to be fair if the procedure through which that decision was made has been just.

From our above analysis, we say the City has failed to discharge its onus of procedural fairness and natural justice in the following:

- 1) Not giving adequate notice pursuant to the Bylaw;
- 2) Not disclosing Genesis was not compulsory cleanup company to be used;
- 3) Not giving Ms. Cong opportunity to seek legal advice or inform her of her rights;
- 4) Denying her right to an interpreter;
- 5) Lack of disclosure, transparency and unreasonableness of the billing
- 6) Undue delay in providing the invoices; and
- 7) Not consider Ms. Cong's evidence and circumstances:
  - a. She was not at fault in the grow-op offence;
  - b. She acted diligently;
  - c. She complied with the Bylaw requirements;
  - d. The amount of costs and timeline to be paid off; and
  - e. Her financial hardships;

Both the provincial (s.8) and federal Interpretation Act (s.12) provides:

Every enactment must be construed as being remedial, and must be given such fair, large and liberal construction and interpretation as best ensures the attainment of its objects.

It is designed to cure mischief, advance religion or confer public benefits. The sole purpose of an enactment shall NOT be used for punishment only.

While the Bylaw does not provide an objective for its enactment, we gather such from the reasons given by the City in justifying the invoices (see p.36), in particular:

- the invoices reinforce that landlords have obligations to ensure their properties are not being used for illegal activities;
- the invoices reinforce the City's strong position against illegal drug operations in the City, and make the City less attractive as a location for illegal grow operations and clandestine drug labs;

In order to support the reasons for reinforcement, Ms. Cong first has to be found negligent in discharging her obligations as a landlord in conducting quarterly inspection pursuant to section 1.3.1 of the Bylaw. If Ms. Cong was not negligent, there is no reason for reinforcement purposes.

It should be borne in mind that Ms. Cong was not involved in the illegal drug activities. She is the only unfortunate victim in this illegal drug offence. If the City intends to send this zero-drug-intolerance message out loud and clear, the City and the RCMP officers should bring the subtenant, who was the actual offender, to justice. Ms. Cong has not heard anything from the City or the RCMP officers concerning the investigation progress of this drug offence. Anyway, the RCMP officers have demonstrated their willingness to work extremely long hours in Ms. Cong's case from the invoices she received.

If Ms. Cong becomes an easy target for shouldering the full responsibilities, it would unexpectedly encourage the drug offenders to hide out and perpetrate the offence at innocent people's residence since the buck stops eventually at the landlord, who is usually perceived as having a deep pocket.

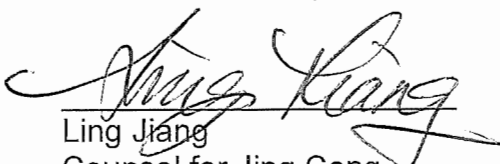
The Bylaw is cognizant of the residential tenancy act. There appear two enactments working on each other. The provincial government facing the serious housing shortage, has passed legislations to encourage more residential tenancy. Ms. Cong responded to the provincial government's encouragement. However, now she is now punished for being an unwitting landlord for the offence she was not responsible or blameworthy for.

While today's meeting is not a judicial review, but rather a hearing of the fee appeal, however, the natural justice and procedural fairness is always the golden thread at the heart of administrative law. The reviewing court will look at the procedures adopted by the City and facts through the legal lens of the procedural fairness and natural justice.

The court has repeatedly held not only must justice be done, it must be seen to be done<sup>1</sup>. If there is even a suspicion that there is some improper interference with the course of justice, steps must be taken to correct that impression.<sup>2</sup>

Because of the procedural defects in Ms. Cong's obligations for cleanup and the subsequent billing, Ms. Cong is therefore seeking the City's reconsiderations for a fee reduction.

All of which is respectfully submitted:

  
Ling Jiang  
Counsel for Jing Cong  
November 23, 2019

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<sup>1</sup> Robertson v. Zimmer, 2001 BCSC 1067 at para. 17.

<sup>2</sup> R. v. Caldough, (1961) 36 WWR (ns) 426. At p.339.

- 1.1.6 No Person may cause or allow a **building** to become subject to the growth of mould or fungus arising from, or in relation to, the cultivation of marijuana plants, or the production of **amphetamines** or other **controlled substances** in such **building**.

## 1.2 Fire Protection

- 1.2.1 An **owner** or **occupier** of real property must:
- (a) undertake any action directed by a **fire inspector** for the purpose of removing or reducing any thing or condition that the **fire inspector** considers is a fire hazard or increases the danger of fire; and
  - (b) permit entry by an **inspector**, who attends the real property at any reasonable time, to determine whether there is compliance with this bylaw.

## 1.3 Tenancies

- 1.3.1 Every **owner** of **residential premises** or other **building** that is subject to a **tenancy agreement** must inspect such **residential premises** or other **building** at least once every three months to ascertain whether this bylaw has been contravened.

- 1.3.2 Every **owner** of **residential premises** or other **building** that is subject to a **tenancy agreement** who has knowledge of a contravention of this bylaw, in relation to the **residential premises** or other **building**, must:

- (a) within 48 hours of the discovery of the contravention, deliver written notice to the **City** of the particulars of the contravention, and
- (b) within two months of the delivery of the notice, subject to the *Residential Tenancy Act*, take any action necessary to bring the **residential premises** or other **building** into compliance with this bylaw.

## PART TWO: REMEDIATION REQUIREMENTS

### 2.1 Owner Obligations

- 2.1.1 If a **building** has been used for a **grow operation**, and the **City** has delivered to the **owner** of such **building**, at the address shown on the Assessment Roll, a Letter to Property Owner (Schedule B), the **owner** of the **building** must, within fourteen days after the **grow operation** has been removed, subject to the *Residential Tenancy Act*:
- (a) either remove and dispose of all carpets and curtains in the **building**, or have all carpets and curtains in the **building** cleaned by a **professional cleaner**;



Office of Housing and  
Construction Standards

1-2  
**Residential  
Tenancy Agreement**

**Important Notes:**

#RTB-1

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the Residential Tenancy Act (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this agreement form. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement.

The words tenant and landlord in this tenancy agreement have the same meaning as in the Residential Tenancy Act (RTA), and the singular of these words includes the plural. In this tenancy agreement, the words residential property have the same meaning as in the RTA. Residential property means a building, a part of a building or related group of buildings, in which one or more rental units or common areas are located; the parcel or parcels on which the building, related group of buildings or common areas are located; the rental unit and common areas and any other structure located on the parcel or parcels.

**HOW TO COMPLETE THIS FORM ELECTRONICALLY:** If you are accessing this agreement form from the B.C. Government Web site, it can be printed and completed by hand (*print clearly, using dark ink*) or filled out while at the computer workstation—*simply type your responses in the boxes*. If you cannot complete all the sections at the computer right away, you can print off what you have completed and fill in the remaining fields by hand. Note, you *cannot save* the completed form to your computer, therefore, after you complete the form, make sure you review the form for accuracy and print the number of copies you require *before* you leave the document or shut down the program/computer.

IF ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (#RTB-26)

RTB-26 used & attached: ☐

**RESIDENTIAL TENANCY AGREEMENT between:** (use full, correct legal names)

the LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

CONG	Jing
last name	first and middle name(s)
last name	first and middle name(s)

and the TENANT(S):

HSU	Chanel 778-325-5588
last name	first and middle name(s)
last name	first and middle name(s)

ADDRESS OF PLACE BEING RENTED TO TENANT(S) (called the 'rental unit' in this agreement):

	11780 Kingfisher Dr	Richmond	B.C.	V7E 3N7
unit	address	city	province	postal code

ADDRESS FOR SERVICE of the ☐ landlord ☒ landlord's agent:

	7547 Cambie St	Vancouver	BC	V6P 3H6
unit	address	city	province	postal code

604	671-7723			angan@auttm.com
daytime phone number	other phone number			fax number for service

AN ch

//



## 1. APPLICATION OF THE RESIDENTIAL TENANCY ACT

- 1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Residential Tenancy Act or a regulation made under that Act, or any standard terms. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.
- 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- 3) The requirement for agreement under subsection (2) does not apply to:
  - a) a rent increase given in accordance with the Residential Tenancy Act,
  - b) a withdrawal of, or a restriction on, a service or facility in accordance with the Residential Tenancy Act, or
  - c) a term in respect of which a landlord or tenant has obtained a dispute resolution officer's order that the agreement of the other is not required.

**2. LENGTH OF TENANCY** (please fill in the dates and times in the spaces provided)

This tenancy starts on:

1<sup>st</sup> July 2018  
day month year

**Length of tenancy:** (please check a, b or c and provide additional information as requested)

This tenancy is:

- ☐ a) on a month-to-month basis

- ☒ b) for a fixed length of time: one year ending on: 30<sup>th</sup> June 2019  
length of time day month year

**At the end of this fixed length of time: (please check one option, i or ii)**

- ☐ i) the tenancy may continue on a month-to-month basis or another fixed length of time *tenant understands that proper*
- ☒ ii) the tenancy ends and the tenant must move out of the residential unit  
If you choose this option, both the landlord and tenant must initial in the boxes to the right. \_\_\_\_\_

☐ c) other periodic tenancy as indicated below:

- ☐
- weekly
- ☐
- bi-weekly
- ☐
- other:

is available for one Year only

Landlord's Initials	Tenant's Initials
AN	CH

### 3. RENT *(please fill in the information in the spaces provided)*

- a) **Payment of Rent:**

The tenant will pay the rent of \$ 2500 each (check one) ☐ day ☐ week ☒ month to the landlord on the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, .... 31st) 1ST day of each (check one) ☐ day ☐ week ☐ month subject to rent increases given in accordance with the RTA.

The tenant must pay the rent on time. If the rent is late, the landlord may issue a Notice to End Tenancy to the tenant, which may take effect not earlier than 10 days after the date the notice is given.

- b) **What is included in the rent:** *(Check only those that are included and provide additional information, if needed.)*  
The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement.

- ☒ Water      ☒ Stove and Oven      ☒ Window Coverings      ☐ Storage  
☐ Electricity      ☐ Dishwasher      ☐ Cablevision      ☐ Garbage Collection  
☐ Heat      ☒ Refrigerator      ☒ Laundry (free)      ☐ Parking for one vehicle(s)  
☐ Furniture      ☒ Carpets      ☐ Sheets and Towels      ☐ Other: \_\_\_\_\_  
☐ Additional Information: \_\_\_\_\_



#### 4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

##### A. Security Deposits

The tenant is required to pay a security deposit of \$ 1,250

by 29<sup>th</sup> June 2018  
day month year

##### B. Pet Damage Deposit ☒ not applicable

The tenant is required to pay a pet damage deposit of \$           

by                       
day month year

##### 1) The landlord agrees

- a) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
- b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and
- c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
  - i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
  - ii) the landlord applies for dispute resolution under the Residential Tenancy Act within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.

##### 2) The 15 day period starts on the later of

- a) the date the tenancy ends, or
- b) the date the landlord receives the tenant's forwarding address in writing.

##### 3) If a landlord does not comply with subsection (1), the landlord

- a) may not make a claim against the security deposit or pet damage deposit, and
- b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.

##### 4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

#### 5. PETS

Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the Guide Animal Act.

#### 6. CONDITION INSPECTIONS

- 1) In accordance with sections 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [condition inspections], the landlord and tenant must inspect the condition of the rental unit together
  - a) when the tenant is entitled to possession,
  - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
  - c) at the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the Residential Tenancy Act [consequences if report requirements not met].

#### 7. PAYMENT OF RENT

- 1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- 2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.
- 3) The landlord must give the tenant a receipt for rent paid in cash.
- 4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

## 8. RENT INCREASE

- 1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy Office or Service BC-Government Agent Office.
- 2) A landlord must give a tenant 3 whole months notice, in writing, of a rent increase. [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- 3) The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy Branch for assistance.
- 4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy Branch.

## 9. ASSIGN OR SUBLET

- 1) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this tenancy agreement is for a fixed length of 6 months or more, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
- 2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution under the Residential Tenancy Act.

## 10. REPAIRS

- 1) Landlord's obligations:
  - a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
  - b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may

seek a dispute resolution officer's order under the Residential Tenancy Act for the completion and costs of the repair.

### 2) Tenant's obligations:

- a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.
- b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary order through dispute resolution under the Residential Tenancy Act for the cost of repairs, serve a notice to end a tenancy, or both.

### 3) Emergency Repairs:

- a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
- b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.
- c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.
- d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing
  - i) major leaks in pipes or the roof,
  - ii) damaged or blocked water or sewer pipes or plumbing fixtures,
  - iii) the primary heating system,
  - iv) damaged or defective locks that give access to a rental unit, or
  - v) the electrical systems.

### 11. OCCUPANTS AND GUESTS

- 1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
- 2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.
- 3) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved through dispute resolution under the Residential Tenancy Act.

### 12. LOCKS

- 1) The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.
- 2) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- 3) The tenant must not change locks or other means of access to
  - a) common areas of residential property, unless the landlord consents to the change, or
  - b) his or her rental unit, unless the landlord consents in writing to, or a dispute resolution officer has ordered, the change.

### 13. LANDLORD'S ENTRY INTO RENTAL UNIT

- 1) For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.
- 2) The landlord may enter the rental unit only if one of the following applies:
  - a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states
    - i) the purpose for entering, which must be reasonable, and
    - ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
  - b) there is an emergency and the entry is necessary to protect life or property;
  - c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
  - d) the tenant has abandoned the rental unit;
  - e) the landlord has an order of a dispute resolution officer or court saying the landlord may enter the rental unit;

f) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.

3) The landlord may inspect the rental unit monthly in accordance with subsection (2) (a).

4) If a landlord enters or is likely to enter the rental unit illegally, the tenant may apply for a dispute resolution officer's order under the Residential Tenancy Act, to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the rental unit to the landlord.

### 14. ENDING THE TENANCY

- 1) The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month. [For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]
- 2) This notice must be in writing and must
  - a) include the address of the rental unit,
  - b) include the date the tenancy is to end,
  - c) be signed and dated by the tenant, and
  - d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.
- 3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Residential Tenancy Act.
- 4) The landlord may end the tenancy only for the reasons and only in the manner set out in the Residential Tenancy Act and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy Office.
- 5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
- 6) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

### 15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

### 16. RESOLUTION OF DISPUTES

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the Residential Tenancy Act.

## 17. ADDITIONAL TERMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the Residential Tenancy Act and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.

- c) Attached to this tenancy agreement, there ☒ is ☐ is not an Addendum

If there is an Addendum attached, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum:

one

Number of additional terms in the Addendum:

11

By signing this tenancy agreement, the landlord and the tenant are bound by its terms.

LANDLORD(S): (If entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

last name CONG first and middle name(s) Jing  
Signature: per [Signature] Date: 6/29/2018 12:37:23 PM PDT

last name \_\_\_\_\_ first and middle name(s) \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT(S):

last name Hsu first and middle name(s) Chanel  
Signature: [Signature] Date: 2018/6/29 下午 12:51:10 PDT

last name \_\_\_\_\_ first and middle name(s) \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### General Information about Residential Tenancy Agreements

**Important Legal Document** – This tenancy agreement is an important legal document. Keep it in a safe place.

**Additional Terms** – Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement.

**Amendment of the RTA** – The RTA or a regulation made under the RTA, as amended from time to time, take priority over the terms of this tenancy agreement.

**Condition Report** – The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition report. If the landlord allows the tenant to have a pet after the start of the tenancy, an inspection report must be done on the day the tenant starts keeping a pet or on another day mutually agreed to by the landlord and tenant, unless the tenancy started on or after January 1, 2004, and a condition inspection report was completed at that time. A report may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection, and each should keep a copy.

**Change of Landlord** – A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

**Resolution of Disputes** – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancy Branch for clarification of their rights and responsibilities or an intervention. If no agreement is reached, a landlord or a tenant may apply for a dispute resolution to get a decision. Many, but not all, kinds of disagreements can be decided by dispute resolution.

FOR MORE INFORMATION . . . visit our Web site: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

OR call the Residential Tenancy Branch at:

• in the Lower Mainland 604 660-1020 • in Victoria 250 387-1602 • elsewhere in B.C. call toll free: 1 800 665-8779

page 6 of 6 pages

CNCL - 103  
(Special)  
CNCL - 60  
(Special)

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TENANCY AGREEMENT ADDENDUM

I, Chanel Hsu, hereby agree to these terms & conditions :

- 1) No parties causing excessive noise on the property. Any noise which causes a complaint to be filed by other tenant(s) on the property or neighbouring properties will be deemed excessive and be in violation of this term.
- 2) Pets & smoking are not allowed.
- 3) A fine of \$50.00 will be applied to the tenant if the rental cheque is bounced.
- 4) No illegal substances or activities are to be grown/found in or on the property. The owner / property manager has the right to enter the property every month to ensure this terms is upheld. 24 hrs. notice is required.
- 5) Permanent occupants will be        people :

Any change in tenant(s) must be notified to the property manager and approved by the owner.

- 6) The tenant(s) understands that it is their sole responsibility to purchase tenant content insurance. The owner will not, in any manner, be held liable for any items lost during the tenancy period.
- 7) Tenant is responsible to pay for the move-in and move-out fee if any.
- 8) When the tenant(s) vacates, the carpet and the unit must be cleaned professionally. All debris inside and outside of the property must be removed at the tenant's expense. All appliances must be cleaned and in working order. Deposit will be returned fourteen days after the end of a tenancy if the suite passes a satisfactory final inspection by the property manager and no (utility) bills are deemed outstanding.
- 9) When tenant departs, the tenant has to return all the keys as stated in Page 3 of Condition Inspection Report (CIR). If the tenant fails to do so, the tenant is responsible to pay for the key(s) lost.
- 10) Deposit will be forfeited if the tenant breaks the lease before the lease expired.

If any of the following terms and conditions listed above are violated or not met, the owner reserves the right to deduct deposit(s) and / or terminate the tenancy agreement. When a tenancy agreement has been terminated, the tenant(s) have 30 days to vacate the property accordingly.

T. J. J.

Property Manager

Chanel Hsu

Tenant(s)

- 11) Tenant agrees to maintain the property, mow the lawn and responsible for repair at her own expenses

CNCL - 104

(Special)

CNCL - 61

(Special)

17

- 1.1.6 No Person may cause or allow a **building** to become subject to the growth of mould or fungus arising from, or in relation to, the cultivation of marijuana plants, or the production of **amphetamines** or other **controlled substances** in such **building**.

## 1.2 Fire Protection

- 1.2.1 An **owner** or **occupier** of real property must:
- (a) undertake any action directed by a **fire inspector** for the purpose of removing or reducing any thing or condition that the **fire inspector** considers is a fire hazard or increases the danger of fire; and
  - (b) permit entry by an **inspector**, who attends the real property at any reasonable time, to determine whether there is compliance with this bylaw.

## 1.3 Tenancies

- 1.3.1 Every **owner** of **residential premises** or other **building** that is subject to a **tenancy agreement** must inspect such **residential premises** or other **building** at least once every three months to ascertain whether this bylaw has been contravened.
- 1.3.2 Every **owner** of **residential premises** or other **building** that is subject to a **tenancy agreement** who has knowledge of a contravention of this bylaw, in relation to the **residential premises** or other **building**, must:
- (a) within 48 hours of the discovery of the contravention, deliver written notice to the **City** of the particulars of the contravention, and
  - (b) within two months of the delivery of the notice, subject to the *Residential Tenancy Act*, take any action necessary to bring the **residential premises** or other **building** into compliance with this bylaw.

# PART TWO: REMEDIATION REQUIREMENTS

## 2.1 Owner Obligations

- 2.1.1 If a **building** has been used for a **grow operation**, and the **City** has delivered to the **owner** of such **building**, at the address shown on the Assessment Roll, a Letter to Property Owner (Schedule B), the **owner** of the **building** must, within fourteen days after the **grow operation** has been removed, subject to the *Residential Tenancy Act*:

- (a) either remove and dispose of all carpets and curtains in the **building**, or have all carpets and curtains in the **building** cleaned by a **professional cleaner**;

- (b) have all air ducts cleaned by a **professional cleaner** or by a duct cleaning company, if the **building** is heated by forced air heating; and
- (c) either remove all mould or water-damaged materials such as, but not limited to, drywall or gyproc, or have all walls and ceilings in the **building** cleaned and disinfected by a **professional cleaner**.

## 2.2 Inspection and Certification Requirements

- 2.2.1 After a **professional cleaner** has been engaged by the **owner** and has complied with the requirements of section 2.1, an individual or corporation certified by the Canadian Registration Board of Occupational Hygienists or the American Board of Industrial Hygiene must inspect the **building** and provide a written Certification Form (Schedule E) to the Manager, Building Approvals, confirming that the requirements of section 2.1 have been satisfied, and that the **building** is substantially free of any **pesticides**, fertilizers, toxic substances, moulds, or fungi, prior to the occupancy or re-occupancy of the **building**.

## 2.3 Occupancy

- 2.3.1 After a **grow operation** has been removed from a **building** and until the remedial measures prescribed by section 2.1 have been completed and written certification has been provided in accordance with section 2.2, the **building** must not be occupied by any person.
- 2.3.2 Before a **building** is re-occupied after removal of a **grow operation**, the **owner** must notify the prospective occupants in writing that a **grow operation** has been removed and that the requirements of this bylaw have been met.

## 2.4 Alterations

- 2.4.1 A **building** must not be re-occupied after the removal of a **grow operation** until:
  - (a) a building permit has been obtained for any proposed or remediation work, including an **alteration**, which requires a permit under the **Building Regulation Bylaw**;
  - (b) the building complies with the requirements of *British Columbia Building Code*, the *British Columbia Fire Code*, the *Safety Standards Act* of British Columbia, the City's *Building Regulation Bylaw*, this bylaw, all as amended from time to time, and all other health and safety requirements established by law;
  - (c) the **owner** has paid all **service fees** and other fees due and owing under this or any other bylaw of the **City**;

**SCHEDULE B to BYLAW NO. 7897****LETTER TO PROPERTY OWNER****Re: Property Maintenance & Repair (Grow-Op) Bylaw 7897**

This letter is to notify you that Richmond's "Property Maintenance & Repair (Grow-Op) Bylaw No. 7897" establishes regulations concerning the cleaning and remediation of buildings that have been used for marijuana grow operations or amphetamine production.

The City has been advised by the Royal Canadian Mounted Police that the building at (insert address) was in use as a marijuana grow operation (or amphetamine production operation) which has been removed by the police.

The bylaw requires that within 14 days, all carpets and curtains in the premises must be removed or cleaned, any forced air heating ducts in the premises must be cleaned, and all walls and ceilings must be cleaned and disinfected. That work must be carried out by a Professional Cleaner with experience in removing contaminants from buildings. The Professional Cleaner must hold a license to carry on business in Richmond.



After the cleaning is completed, an individual or corporation certified by the Canadian Registration Board of Occupational Hygienists or the American Board of Industrial Hygiene must certify that the premises are safe for human occupancy.

Until the cleaning and certification have been completed, subsection 2.3.1 of the bylaw prohibits occupancy by any person. Before occupancy, you are required to notify prospective occupants that the requirements of the bylaw have been satisfied.



We enclose a copy of the bylaw for your reference. If you have any questions concerning the regulations in the bylaw, please call the City's Business Licensing, Permits and Bylaws Department at (insert telephone number).





ATTACHMENT 5  
INVOICE 3

INVOICE	
 <b>City of Richmond</b>	Invoice No: MIS-02579 Invoice Date: 05/16/2019 Customer Number: C0013850 Payment Terms: Upon Receipt
Bill To: Cong, Jing 7520 Glacier Crescent Richmond BC V7A 1L5 Canada	AMOUNT DUE: \$67,524.44
Please detach stub and return with your payment to: Accounts Receivable 6911 No. 3 Road, Richmond, BC, V6Y 2C1	
Amount Remitted	
	



  

 <b>City of Richmond</b>	Invoice No: MIS-02579 Invoice Date: 05/16/2019 GST Number: R 121454003 PST Number: PST-1000-3200
Pursuant to Bylaw No. 7897, any unpaid recovery costs as of December 31, 2019 will be transferred to the property owner's tax account.	
Location: 11780 Kingfisher Drive Incident Dates: August 24-27, 2018 RCMP File: 18-27045	
1	Grow-Up Cost Recovery Cost Breakdown for Grow-Up Cleanup: - RCMP: \$24,243.27 - Tervita: \$32,027.10 - 20% Administration Fee: \$11,254.07
	\$ 67,524.44
SUBTOTAL:	
	\$ 67,524.44
TOTAL AMOUNT DUE : (In Canadian dollar)	
	\$ 67,524.44
For billing inquiries, please email: <a href="mailto:receivables@richmond.ca">receivables@richmond.ca</a> , call: 604-276-4334 or fax: 604-276-4162	
	

ATTACHMENT 6  
INVOICE 4

INVOICE	
 <b>City of Richmond</b>	Invoice No: FIR-03489 Invoice Date: 07/25/2019 Customer Number: C0013850 Payment Terms: Upon Receipt
Bill To: Cong, Jing 7520 Glacier Crescent Richmond BC V7A 1L5 Canada	AMOUNT DUE: \$8,526.95
Please detach stub and return with your payment to: Accounts Receivable 6911 No. 3 Road, Richmond, BC, V6Y 2C1	
Amount Remitted	
	

 <b>City of Richmond</b>	Invoice No: FIR-03489 Invoice Date: 07/25/2019 GST Number: R 121454003 PST Number: PST-1000-3200
Cost recovery charges based on Bylaw No. 8306, Part 9 Regulations of Fire Hazards and Part 15 Fees and Cost Recovery	
Pursuant to Bylaw No. 7897, any unpaid recovery costs as of December 31, 2019 will be transferred to the property owner's tax account.	
Location: 11780 Kingfisher Drive Incident Dates: August 24-27, 2018	
1	Grow-Op Cost Recovery \$ 8,526.95
Cost Breakdown for Grow-Op Cleanup:	
- Fire Department: \$7,105.79	
- 20% Administration Fee: \$1,421.16	
SUBTOTAL: \$ 8,526.95	
TOTAL AMOUNT DUE : \$ 8,526.95 (in Canadian dollar)	
For billing inquiries, please email: <a href="mailto:receivables@richmond.ca">receivables@richmond.ca</a> , call: 604-276-4334 or fax: 604-276-4102	
	

2-6



*Richmond Detachment*

MEMO

TO: Reinaldo Cheng, City of Richmond

RCMP Finance Manager

FM: Sgt. Gene Hsieh

July 17, 2019

RE: Request for further details on police response to Richmond File 18-27045, 11780 Kingfisher drive Richmond

I am the officer in charge of the team that conducted the Kingfisher road investigation and was one of the original attending officers and was present for all 4 days of the response to the drug lab. Based on my personal involvement and my review of the investigation I have summarized the initial police response as followed:

1. On August 24, 2018 Richmond RCMP General Duty section responded to a request from Richmond Fire rescue for assistance related to a house fire at 11780 Kingfisher drive Richmond.
2. General duty officers attended the scene which required them to shut down the streets to ensure a safe area for Fire Rescue to operate in and to ensure neighbouring properties and occupants were not contaminated or endangered by what was suspected at the time to be a drug lab. Due to this concern some properties were evacuated which required officers to go to door to door.
3. On the first day of the response, 12 general duty police officers were required at varying times to maintain scene security, conduct traffic control, and deal with the safety of the neighbourhood. In addition, 5 specialized clandestine drug lab officers were required to attend the scene to begin investigating the drug lab, and gather evidence for a search warrant to go in and deal with the drug lab inside the house. Due to the safety concerns of chemicals inside the house, 24 hour security of the house was required to be maintained by the police by at least 2 officers while police sought a search warrant.
4. On the second day of the response with a search warrant to enter the house on August 25, 2018, Richmond RCMP continued their investigation and dismantle of the drug lab. Due to the

sheer size of the drug lab found inside, local specialized officers had to call in 4 additional drug lab investigators to attend with further equipment. Two Health Canada chemists were required to help take samples of chemicals and deal with the dangerous chemicals and a forensic identification officer to take fingerprints and scene photos. For safety reasons, the Richmond Fire Rescue Hazmat team was required to be a scene to manage decontamination and act as a rapid intervention team should a police officer be injured inside the drug lab. 6 General duty police officers were required at varying times to maintain traffic control and scene security. Finally a 2 person BC ambulance team was required to be at scene while police and fire were present dealing with chemicals. Due to the need to use special protective equipment such as chemical suits and air purifying respirators officers could only work limited hours in the drug lab. As a result scene security was once again established by 2 general duty officers over night until the next morning when specialized officers could return.

5. On the third day of the response, August 26, 2018, 8 drug investigators were required to return as well as 3 general duty officers, 2 Health Canada chemists, as well as the Fire Rescue Hazmat team and the BC ambulance service to allow officers to continue to dismantle the drug lab inside the house. At the end of this day, all the chemicals and contaminated equipment had been catalogued and moved outside to where a waste contractor would be able to safely evaluate and access the items. Due to the time of day, and the length of time required to deal with the materials police were once again required to establish security by 2 officers over night until the next morning.
6. On the final day of the response, August 27, 2018, 2 drug investigators were required to return to meet the waste contractor and supervise the removal of the chemicals.
7. The investigation continued on for several months which occupied the time of 6 drug investigators however those costs are not included in the cost back submitted here. This summary document is intended to provide context to the number of officers and hours billed back as a result of this drug lab. As one can see the response is very technical and labour intensive.

Respectfully submitted,

Sgt. Gene Hsieh

Officer in Charge Organized Crime and Drug unit

Richmond RCMP

CNCL - 140  
(Special)  
CNCL - 68  
(Special)

24

- (d) the Manager, Building Approvals has confirmed that a satisfactory occupancy inspection of the **residential premises** by the City's Building Approvals Department has been completed; and
- (e) a **re-occupancy permit** (Schedule F) has been issued.

## PART THREE: FEES

### 3.1 Establishment of Fees

#### 3.1.1 The following fees apply under this bylaw:

- (a) each time an **Inspector** enters on a **parcel** to carry out an inspection in the exercise of authority by the **City** to regulate, prohibit or impose requirements under this bylaw, or another safety enactment, the **owner** must pay the administration and inspection fee specified in Schedule A, and such fee must be paid before confirmation is provided under clause (d) of subsection 2.4.1.
- (b) for each inspection prior to the issuance of a **re-occupancy permit**, the **owner** or **occupier** must pay the **re-occupancy permit** fee specified in Schedule A;
- (c) to obtain a **re-occupancy permit**, the **owner** must pay the fees specified in Schedule A;
- (c.1) for a **special safety inspection**, the owner or occupier must pay the fee specified in Schedule A; and
- (d) in addition, every owner whose parcel is used for a **grow operation** or **controlled substance property** must pay to the **City** all **service costs** incurred by or on behalf of the **City**, calculated in accordance with Schedule D and which are deemed to be service fees as identified in Schedule D, unless that **owner** has delivered to the **City** notice pursuant to subsection 1.3, prior to any entry by the **City** onto the **parcel**.

- 3.1.2 Every person required to pay any fee or **service fee** under this bylaw may within 30 days of receipt of an invoice demanding payment, appeal the amount of the invoice by notifying the **Director, City Clerk's Office** in writing. The person shall be afforded the opportunity to be heard by Council to determine if the fee or **service fee** should be paid.

25

10/1/2019

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1-7

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weather.info/Asbestos company/Search no more  
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Asbestos And Hazardous Materials Professional Clean Company Lower M



- |  |                                |              |
|--|--------------------------------|--------------|
| 1 ECOSAN Hygiene                                 | 300-1090 Homer St<br>Vancouver | 604-537-6916 |
| 2 Trauma Tech                                    | 110-2250 Boundary...           | 604-662-7740 |
| 3 Dysco Moving<br>4 reviews                      | 295 Terminal Ave<br>Vancouver  | 604-694-7772 |
| 4 Clearly Plumbing Ltd<br>2 reviews              | 701 W Georgia St<br>Vancouver  | 604-259-2561 |
| 5 Milani Plumbing, Drainage & He...<br>2 reviews | 3433 25th Ave E<br>Vancouver   | 604-245-5991 |

See all 37 results for asbestos and...

Listings by YellowPages.ca™

Asbestos / Hazardous Waste Disposal Vancouver BC

asbestoswastedisposal.ca  
Serving residential, commercial and industrial hazardous waste generators; in Vancouver BC, GVRD, and lower mainland BC Asbestos Disposal Asbestos lurks throughout our world in trace amounts as a fibrous mineral, used in Canadian homes between between 1950 - 1990

HAZARDOUS WASTE | Lead & Asbestos Disposal. BC

asbestoswastedisposal.ca/lead-asbestos-disposal  
Hazardous waste disposal in Vancouver BC, GVRD and lower mainland licensed by the Ministry of Environment to transport hazardous waste. BC Hazardous waste disposal company. asbestos disposal, lead disposal and hazardous waste management in Vancouver, Lower Mainland BC & Fraser Valley.

Asbestos Removal & Abatement in Lower Mainland BC -...

www.yellowpages.ca/search/si/1/Asbestos+Removal+&+Abatement...  
Locate and compare Asbestos Removal & Abatement in Lower Mainland BC, Yellow Pages Local Listings. Find useful information, the address and the phone number of the ...

ACM Environmental - Hazardous Materials Specialists for Asbestos,...

acmenvironmental.com  
Founded in Vancouver, British Columbia in 1980, ACM Environmental shortly after expanded to offer the rest of Western Canada and the Territories services in a variety of areas, such as:

26



10/1/2019

asbestos and hazardous materials professional clean company in lower mainland of vancouver, bc, ca - Yahoo Canada Search Results

Hazardous Material Surveys and Risk Assessments (Asbestos, Lead, Mould, PCBs, CFCs & Mercury)

**Asbestos Jobs in Lower Mainland, BC (with Salaries) -...**

[ca.indeed.com/Asbestos-jobs-in-Lower-Mainland,-BC](http://ca.indeed.com/Asbestos-jobs-in-Lower-Mainland,-BC)

Search 71 Asbestos jobs now available in Lower Mainland, BC on Indeed.com, the world's largest job site. Asbestos Jobs in Lower Mainland, BC (with Salaries) | Indeed.com Skip to Job Postings , Search Close

**Commercial asbestos waste | City of Vancouver**

[vancouver.ca/doing-business/commercial-asbestos-waste.aspx](http://vancouver.ca/doing-business/commercial-asbestos-waste.aspx)

All asbestos waste requires a hazardous waste movement manifest. All friable and non-friable loads will require a hazardous waste movement document or manifest. Contact FrontCounter BC at 604-586-4400, or visit the BC Ministry Environment website for information on how to obtain a hazardous waste movement manifest.

**Asbestos Testing & Consultants in Vancouver BC - YP.ca**

[www.yellowpages.ca/.../Vancouver+BC](http://www.yellowpages.ca/.../Vancouver+BC)

Locate and compare Asbestos Testing & Consultants in Vancouver BC, Yellow Pages Local Listings. Find useful information, the address and the phone number of the local business you are looking for. Please enter what you're searching for

**Management of Waste Asbestos - Province of British Columbia**

[www2.gov.bc.ca/.../management-of-waste-asbestos](http://www2.gov.bc.ca/.../management-of-waste-asbestos)

Management of Waste Asbestos Requirements for Waste Asbestos Any person, partnership or company in B.C. that produces and/or stores on-site more than 1000 kg of waste asbestos at any given time or within a 30 day period must register as a generator of hazardous waste and obtain a BC Generator number (BCG#).

**Asbestos disposal policy | City of Vancouver**

[vancouver.ca/home-property-development/asbestos-disposal...](http://vancouver.ca/home-property-development/asbestos-disposal...)

In accordance with WorkSafeBC's Occupational Health and Safety Regulation, an "asbestos-containing material" is a material that contains asbestos fibres totalling 0.5% or more by weight at the time of manufacture, or at any time as determined by specialized laboratory analysis.

**NorHaz - BC's #1 Hazardous Materials Removal & Remediation...**

[norhaz.com](http://norhaz.com)

NorHaz Solutions Inc. is a dedicated full service hazardous materials removal and remediation company providing services to British Columbia's interior. Combining industry-leading procedures and equipment, NorHaz consistently provides safe, cost effective, and regulatory-compliant removal services to residential, commercial, industrial and institutional clients alike.

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Search info on Weather.info. See yourself. Asbestos company

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CNCL - 114

(Special)

[https://ca.search.yahoo.com/search;\\_ylt=AwrqEbCn9JNdYlgAukHrF...](https://ca.search.yahoo.com/search;_ylt=AwrqEbCn9JNdYlgAukHrF...) 2/2

CNCL - 114

(Special)

27

2-7



# RICHMOND RCMP MARIHUANA GROW/CLAN LAB OPERATION LABOUR/EQUIPMENT REPORT

DATE DISMANTLED: 180824 - 180827

RCMP FILE #: 18-27045

DATE COST BACK SUBMITTED: 180907

INVESTIGATING MEMBER: CST. JOY NAUGHTON

REG #: 51478

- ☒ SEARCH WARRANT  
☒ OTHER: RED RESPONDED TO FIRE/SMOKE

DID PROPERTY OWNER REPORT THE GROW OPERATION / CLAN LAB

- ☐ YES  
☒ NO

ACCOUNT 3590 -10-65 -64020-0000

		Regular Hours	Hours @1.5	Hours @ 2.0	Total Billable Hours	RATE	TOTAL
Equipment/Supplies							
2 BOX NITRAL GUN							
EVIDENCE BAG 1/4 X 1/6		50 BAGS					944.16
CLAN TEAM CONSUMABLE							<del>600.00</del>
Other							
Tervita (Hazco)	yes or no						
SRG	yes or no						
Members - Name	Rank						
Gene Hsieh	Sgt	3	5.5	33	14.25	41.46	\$3048.41
Derek Foster	CPL	3	0	27	54.00		2238.84
Derek MacIntyre	CST	3	0	27	54.00		2238.84
Leah Stanbury	CST	0	0	20	40.00		1658.40
D ABASS	CST	2.5			-		-
Poon	CST	2.5			-		-
M STRINGER	CST	1.5			-		-
PICKERING	CST	3			-		-
OSTHUISZEN	CST	4.5			-		-
IMBOLDT	CPL	5.5			-		-
TARLING	CST	2.5			-		-
TJOTHOM	CST	2.0			-		-
YUCAI	CPL			10	-		-
CHENG	CST	5					
TOTAL COST:							\$11,158.65

Submitted By: Gene Hsieh, Sgt  
Reg# 48190  
HRMIS# 086352

Signature: 

CNCL - 142  
(Special)  
CNCL - 72  
(Special)

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**RICHMOND RCMP MARIHUANA GROW/CLAN LAB  
OPERATION LABOUR/EQUIPMENT REPORT**

DATE DISMANTLED: 180824 - 180827

RCMP FILE #: 18-27045

DATE COST BACK SUBMITTED: 180907

INVESTIGATING MEMBER: CST. Joy Nayal

REG #: 51478

☒ SEARCH WARRANT  
☒ OTHER: \_\_\_\_\_

DID PROPERTY OWNER REPORT THE GROW OPERATION / CLAN LAB

☐ YES  
☒ NO

[illegible]

Submitted By: Gene HSTEH, Sgt  
Reg# 48190  
HRMIS# 086352

Signature:

**CNCL - 143**  
(Special)  
**CNCL - 73**  
(Special)

② 29

15.8.2 Where under this Bylaw the **City** is authorized or required to provide work or services to lands or improvements, and the costs incurred by the **City** in carrying out such work or services are not paid when due and payable, the **City** may recover those costs from the **owner** of the lands or improvements in the same manner and with the same remedies as ordinary taxes and, if the costs remain unpaid on December 31, they shall be deemed to be taxes in arrears.

**“dangerous goods”** means those products or substances that are regulated under the *Canada Transportation of Dangerous Goods Act* and its Regulation, as amended from time to time;

**“incident”** means an event or situation to which **Richmond Fire-Rescue** has responded or would normally respond;

**“owner”** means a person who has ownership or control of real or personal property, and includes, without limitation,

- (a) the registered owner of an estate in fee simple,
- (b) the tenant for life under a registered life estate,
- (c) the registered holder of the last registered agreement for sale, and
- (d) in relation to common property and common facilities in a strata plan, the strata corporation.

#### *Basis for Fees Invoiced*

In accordance with section 3.1(d) of Bylaw 7897, every owner whose parcel is used for a grow operation or controlled substance property must pay to the City all service costs incurred by or on behalf of the City, calculated in accordance with Schedule D.

Invoice 3 and Invoice 4 have been issued in accordance with Bylaw 7897, to recover the direct and indirect costs incurred by the City to inspect the Property, and dismantle and remove the drug lab at the Property.

#### *a) Invoice 3*

Invoice 3, for \$67,524.44, was calculated as follows:

- RCMP's costs: \$24,243.27
- Tervita Corporation (which was retained to dispose of chemicals): \$32,027.10
- 20% Administrative Fee: \$11,254.07

A copy of the Richmond RCMP's Operation Labour/Equipment Cost Back Report for the Property is attached as **Attachment 10**. This report provides details on the calculation of the RCMP's costs, including the number of hours recorded by RCMP Officers in relation to the Property between August 24, 2018 and August 27, 2018. A copy of this report was provided to the Owner's legal counsel upon request on June 18, 2019.

A copy of Tervita Corporation's Invoice to the RCMP for the removal and disposal of chemicals from the drug lab at the Property is attached as **Attachment 11**. A copy of Tervita's invoice was initially provided to the Owner's legal counsel upon request on June 18, 2019, with additional missing pages being provided on August 12, 2019.

In accordance with the City's Consolidated Fees Bylaw 8636, Schedule – Billing and Receivables, the City may charge 20% of the actual costs incurred by the City, as administrative charges for receivable projects undertaken from arm's length third parties. Both the RCMP and Tervita Corporation are arm's length third parties that provide services to the City.

The RCMP's response at the Property between August 24 and 27, 2018, involved 24 officers, and a total of 322 hours of officer time. Although the City is entitled to charge the Owner for all these costs, the RCMP only invoiced the Owner for overtime hours. The 38 hours of regular time indicated in Attachment 8 were not charged to the Owner, as well as 10 hours of overtime for Corporal Yugai. Collectively this amounted to a discount of \$2,885.62, calculated as follows

- i. 38 hours of regular time = \$1,575.48
- ii. 10 hours of double time = \$829.20
- iii. 20% Administrative Fee = \$480.94

\$1944.16 of the RCMP's invoice also accounts for supplies used by the RCMP in the course of their activities at the Property.

In accordance with Schedule D of Bylaw 7897, the RCMP were also entitled to charge the Owner an amount of \$15.00 per hour per RCMP officer on account of additional personnel and equipment costs incurred by the City for each hour of service provided (i.e. CPP, EI, Health Benefits, etc). By not charging this additional fee of \$15 per hour per person for 322 hours, the Owner received an additional discount of \$5,796.00 (\$4,830 plus 20% administrative fee of \$966).

In addition, although the RCMP invoiced the Owner for 38.5 hours of a Sergeant's time, and 27 hours of a Corporal's time, all RCMP hours invoiced to the Owner were billed at the lower Constables rate of \$41.46 per hour. The hourly rate for a Sergeant is \$49.24 (an increase of \$7.98/hr) and the hourly rate for a Corporal is \$45.18 (an increase of \$3.92/hr). By not billing out the RCMP officers at their applicable rates (for all time set out in Attachment 10), the Owner received a further discount of \$1,127.82, calculated as follows:

- i. 33 hours of Sergeant time at double time = \$526.68
- ii. 5.5 hours of Sergeant time at time and a half = \$65.83
- iii. 3 hours of Sergeant time at regular time = \$23.94
- iv. 37 hours of Corporal time at double time = \$290.08
- v. 8.5 hours of Corporal time at regular time = \$33.32
- vi. 20% Administrative Fee = \$187.97

The RCMP's invoice was prepared using time sheet entries recorded on this file by the individual officers involved. Attached as **Attachment 12** is a summary of Sergeant Hsieh's hours that were charged to the Owner in Invoice 3. This summary was prepared at the request of the Owner's legal counsel and provided to them on August 12, 2019.

ATTACHMENT 12  
SGT. HSIEH HOUR SUMMARY

Sgt. Hsieh's hours by date relating to the invoice are as follows:

Aug. 24, 2018	4.50
Aug. 25, 2018	15.00
Aug. 26, 2018	13.00
Aug. 27, 2018	6.00
	<hr/>
	<b>38.50</b>

The 38.50 hours only accounts for the billable overtime hours by Sgt. Hsieh as per the cost back sheet. It does not include his regular hours on August 24, 2018 which have not been billed to the Owner.

**Archives  
Tax Searches Fees**

Description	Fee
<u>Tax Searches and Printing of Tax Records</u>	
Searches ranging from 1 to 5 years	\$29.00
Each year greater than 5 years	\$6.50

**Archives and Records  
Preliminary Site Investigation**

Description	Fee
Active Records Check Survey (per civic address searched)	\$227.00

**Archives  
Mail Orders**

Description	Fee
Mail orders	\$6.50

**Archives  
Research Service Fee**

Description	Fee	Unit
Commercial Research Service Fee	\$45.00	per hour

*Note: Rush orders available at additional cost; discounts on reproduction fees available to students, seniors, and members of the Friends of the Richmond Archives (publication and commercial fees still apply).*

**SCHEDULE – BILLING AND RECEIVABLES**

**Billing and Receivables  
Receivables Fees**

Description	Fee
Administrative charges for receivable projects undertaken for arm's length third parties	(20% of actual cost)
Non-Sufficient Fund (NSF) charges	\$33.75



**TENANCY AGREEMENT**

means an agreement, whether written or oral, express or implied, having a predetermined expiry date or not, between a landlord and tenant respecting possession of **residential premises**.

**PART SEVEN: FAILURE TO COMPLY**

- 7.1 If an **owner** or **occupier** of a **parcel** fails to comply with a requirement of the **City** under this bylaw or another safety enactment, the **City**, within the time specified in the order or notice, may enter on the **parcel** and take such action as may be required to correct the default, including to remediate the **parcel** or to have the **parcel** attain a standard specified in any safety enactment, at the expense of the **owner** or **occupier** who has failed to comply, and may recover the costs incurred as debt.
- 7.2 If the **owner** has failed to pay the cost to the **City** incurred under section 7.1 before the 31st day of December in the year that the corrective action was taken, the service costs must be added to and form part of the taxes payable on the property as taxes in arrears.

**PART EIGHT: SEVERABILITY AND CITATION**

- 8.1 If any part, section, subsection, clause, or subclause of this bylaw is, for any reason, held to be invalid by the decision of a Court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this bylaw.
- 8.2 This bylaw is cited as "**Property Maintenance & Repair (Grow-Op) Bylaw No. 7897**", and comes into force and effect on July 1<sup>st</sup>, 2005.

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**SCHEDULE D****SERVICE FEES**

- A. **Staff Costs** (2 hour minimum charge) All fees charge shall be the hourly wage paid for the individual attending as determined by the applicable working/collective agreement or pay grid for nonunion staff plus an amount of \$15.00 per hour per person which equates to the additional personnel and equipment costs incurred by the City for each hour of service provided.

Constable R.C.M.P.  
 Bylaw Enforcement Officer  
 Bylaw Enforcement Supervisor  
 Senior Building Official  
 Building Official  
 Fire Fighter

**B. Equipment****Costs**

Fire Truck	\$300.00 /hr or part thereof
Replacement of Equipment by Exposure to contaminants	Cost to City
Replacement of Consumable Equipment	Cost to City
Analysis and Tests of materials or Conditions found at the property	Cost to City

**C. Administration**

Administration and Overhead costs of 15% shall be charged on all of the above fees.

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- i. 21 hours on August 24<sup>th</sup> = \$6,300;
- ii. 20 hours on August 25<sup>th</sup> = \$6,000;
- iii. 20 hours on August 26<sup>th</sup> = \$6,000;
- iv. Administrative fee of 20% = \$3,720.

#### *Underlying Intent of Bylaw 7897*

Bylaw 7897 was originally enacted to provide the City with additional means to eliminate illegal drug operations on properties within the City. In accordance with section 194 of the *Community Charter*, the Bylaw allows the City to recover specified actual costs associated with this unlawful activity. The Bylaw also serves to make landlords accountable, by requiring them to periodically check their properties to ensure they are not being used for an illegal grow operation or clandestine drug lab.

In accordance with Bylaw 7897, Council may confirm, cancel or reduce the fee to be paid under Invoice 3 and Invoice 4 as it deems appropriate.

Reasons that may be considered in support of both invoices being confirmed, without any reduction, include:

- given the size of the drug lab found at the Property, and the risks this drug lab posed to surrounding properties and residents, the scale of response by the RCMP and Richmond Fire Rescue between August 24 to August 27, 2018 was reasonable;
- the invoices have been rendered on a cost recovery basis, to recover the costs incurred by the City for Richmond Fire Rescue and Richmond RCMP's initial response at the Property, as well as the dismantling of the clandestine drug lab at the Property;
- the invoices reinforce that landlords have responsibilities to ensure their properties are not being used for illegal activities;
- the invoices reinforce the City's strong position against illegal drug operations in the City, and make the City less attractive as a location for illegal grow operations and clandestine drug labs;
- the Owner has already received a discount of \$38,451.41, as the Owner was not charged the following amounts:
  - \$3,813.17 for non-overtime hours worked by Richmond Fire Rescue at the Property;
  - \$2,885.62 for non-overtime hours worked by RCMP at the Property (all calculated at a Constables rate);
  - \$2,808.00 for the additional \$15 per hour per person Richmond Fire Rescue was entitled to charge;
  - \$5,796.80 for the additional \$15 per hour per person the RCMP was entitled to charge;
  - \$1,127.82 for the increased hourly rate for Sergeants and Corporals that the RCMP was entitled to charge; and
  - \$22,020.00 for fire truck units that attended the Property.



TO: MAYOR & EACH  
COUNCILLOR  
FROM: CITY CLERK'S OFFICE

Dear Councilor,

My name is Andy, and I am writing this letter on behalf of my mother Jing Cong, the owner of 11780 Kingfisher Dr, Richmond. We have attended the hearing happened on 28<sup>th</sup> Oct 2019 regarding the illegal grow-op activities found at the address mentioned above.

The reason that I am writing this letter is during the hearing on that day, my mother and I were not given any chance to speak for ourselves. Our lawyer Cameron did not read or produce the supporting documents that we have given her. And she didn't even express the reasons that we wanted to hold this hearing.

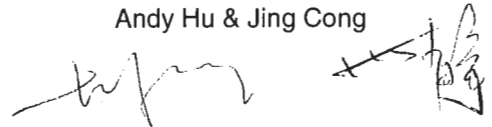
My Family have made our best effort to cooperate with all departments from City or Richmond from both financial aspect and spiritual aspect. We have taken the responsibility since the day we acknowledged the incident. The purpose of the hearing held on 28<sup>th</sup> Oct 2019 is not for us to challenge the City's Bylaw. We have made it very clear to our lawyer that we are seeking help from our City of Richmond. The sum of the invoices that we received including the unpaid ones have now come around \$150,000.00. This is a very high expense to any family, insurance refuse to pay us, the leasing manager have no money to pay us and the tenant declared bankruptcy 2 years ago, my family as the direct victim of this incident, is taking all the blame and paying all the bills.

Therefore, I sincerely ask you if you can read the statement prepared for the hearing, understand the true situation before you make your critical decision that will affect my family's fate. I have attached the statement with this letter for you.

Thank you for your time.

Yours Sincerely

Andy Hu & Jing Cong



**CNCL - 81  
(Special)**



# City of Richmond

## Notice and Agenda Special Council Meeting

Public Notice is hereby given of a Special Council meeting duly called in accordance with Section 126 of the *Community Charter*, to be held on:

**Date:** Monday, October 28, 2019  
**Time:** 4:00 p.m.  
**Place:** Anderson Room  
Richmond City Hall  
6911 No. 3 Road

Public Notice is also hereby given that this meeting may be conducted by electronic means and that the public may hear the proceedings of this meeting at the time, date and place specified above.

The purpose of the meeting is to consider the following:

### CALL TO ORDER

### FINANCE AND CORPORATE SERVICES DIVISION

1. **PROPERTY MAINTENANCE AND REPAIR BYLAW NO. 7897 11780  
KINGFISHER DRIVE FEE APPEAL**  
(File Ref. No.: 12-8060-20-007897 ) (REDMS No. 6262777 v. 6)

CNCL-3

See Page CNCL-3 for full report

### STAFF RECOMMENDATION

*That the appeal by Jing Cong of fees imposed pursuant to the Property Maintenance and Repair Bylaw No. 7897 in respect to the drug lab located at 11780 Kingfisher Drive, Richmond, B.C., be heard by Council.*

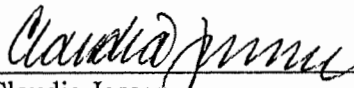


**Special Council Agenda**  
**Monday, October 28, 2019**

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ADJOURNMENT



  
\_\_\_\_\_  
Claudia Jesson  
Corporate Officer

## Statement:

Honorable members, how is every one of you doing? From what my lawyer has stated, I believe that you all have had an understanding of the basic facts regarding my case. As a stakeholder and a victim of this incident, I have a few additional points to submit:

1. Since my family and I immigrated to Vancouver in 2014, despite being new-comers, having low English proficiency, and being without jobs and income, we have tried our best to integrate into the local society. Due to various limitations, however, we had limited understanding of local rules and regulations, so much so that we could only draw on our common sense in dealing with a lot of things. (The property at) 11780 Kingfisher Dr is the only owner-occupied property belonging to my husband and me. The motive of renting out this property in 2018 was not profit-oriented; it was rather due to our tragic experience of having had our property broken into before.
2. My family and I have already paid a price – way beyond our means – for this incident. Since the moment I was informed that a case had occurred, I have tried my best to cooperate fully with the government, police, and other concerned departments in their work. Hoping to minimize the impact of the incident, I paid over CAD \$80,000 for various bills. In addition, this incident has directly caused me to lose \$25,000 in ten months of rental income; \$75,500 in property depreciation (refer to 2017 government assessment); \$292,000 in repair cost to restore the property to make it livable, or \$786,300 (builder's quote) to demolish and rebuild it. Now the Fire-Rescue Department has designated the property as a dangerous property detrimental to public safety, and Fire-Rescue Department Officer Forrest Weissler has repeatedly notified us to demolish the property as soon as possible, or the property's current state could generate more problems and more bills. Consequently, we have already applied to the government for a permit to demolish the property. However, I do not know where I can get the money to rebuild this property. To date, this incident has resulted in a loss of \$981,777.67. Besides, I will need to bear the annual property tax of \$5273.77 and the monthly mortgage payment of CAD \$ 5,441.87. However, as a result of this incident, this property has depreciated greatly, and the property's sale will cause greater losses incrementally. Since the incident, we have not been able to obtain any assistance; we have merely been repeatedly receiving these bills and the Fire-Rescue Department's notifications and warnings. In this case, I am not the offender, but I feel like being penalized as a criminal.
3. The property rental realtor who should have been held responsible for this case did not have the means to pay. As the first-hand tenant who sublet the property to the criminal has no assets in his name due to bankruptcy, even if I bring him to court and win, I will not be able to receive a penny in compensation. The person who should have been directly held responsible for this incident, the second-hand tenant who manufactured narcotics in my property, managed to escape after the police arrived on the scene; and the police have not provided me with any updates on the progress of the investigation. As the direct victim in this case, I have borne full responsibility for something that I should not have been held responsible for.

Translated by Peter Tung, Certified Translator, S.T.I.B.



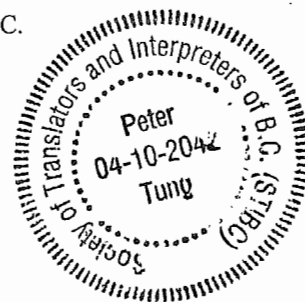
4. As a result of this incident, the owner-occupied property belonging to me and my husband is now in an unlivable state. The cleaning company has demolished the property to the extent that only an empty frame remains. My husband and I can only ask to be put up at my son's home, and this has severely affected our respective lives, with no end in sight. Our life is in a terrible mess. After I paid over \$80,000 for bills from the government and third-party companies at the end of 2018, meeting family expenses has become extremely difficult. Then on 7 June 2019, I received consecutive bills totaling \$76,051.39. Receiving these bills again made me feel devastated; and confronted with these unpayable bills and the colossal losses caused by the incident, I have again found myself in dire straits. Sustained heavy pressure has caused me to suffer everyday from insomnia, tension, depression and downheartedness. To cut down on household expenses, I have only bought soon-to-expire and discounted items from the supermarket, and sometimes, I have continued to consume foods that have expired. The income that my son receives from work is used partly on his mortgage payments, but mainly to subsidize family expenses. We have weighed him down in his normal life, which is very devastating to us as parents. However, I have no choice, and nor do I have the power to change the situation.

I implore every one of you sitting here to trust and understand me. In the name of a mother and a wife, I implore you to consider my current situation from a humanitarian and compassionate perspective: these bills and colossal losses will destroy my family. It is because everyone around me has been telling me that Richmond is a harmonious city of warmth, fairness, forgiveness, and humanity; and this was also why my family and I had chosen to live in this kind community. However, the experiences that I have personally gone through have brought unmatched misery. The devastating blow brought about by the whole incident has deprived me of confidence and courage in life, and made me lose the sense of direction. I implore the community, government and relevant departments to provide me with assistance and waive the unpaid amounts totaling \$76,051.39 so as to tide me and my family over at this most difficult time. I also hope that the police will be able to expeditiously find the criminal responsible for this case so as to prevent more innocent people and families from suffering the same fate. I am very grateful to all of you for taking up your precious time to hear my requests! I am very grateful to all of you!

CONG, Jing

Translated by Peter Tung, Certified Translator, S.T.I.B.C.

**CNCL - 85**  
**(Special)**



陈述：

尊敬的各位你们好，如我的律师所陈述，相信各位对我的这个事件的基本事实已经有了解。作为当事人，以及本次事件的受害人，我想要补充以下几点：

1. 我和我的家人自 2014 年移民温哥华，虽然初来乍到，英语不好，没有工作及收入，但我们竭尽所能的融入当地社会。由于多方因素的限制，我们对当地法规了解有限，很多事情只能以我们的常识作为参考。11780 Kingfisher Dr 是我和我的丈夫唯一自住房产，2018 年将其出租目的并非盈利性质，而是由于我们曾经的房子有被偷盗的悲惨经历。
2. 我和我的家庭已经为这次事件付出了超出我们所能承担的代价，在我被通知案件发生的那一刻起，我竭尽全力配合政府，警方以及相关部门的工作，我希望能把因事故造成的影响减到最少，为此我支付了高达 \$ 8 万多加币的帐单费用。此外，这次的案件直接让我损失了十个月的租金\$25,000.00；原房屋价值损失\$75,500.00（参考 2017 年政府估价）；重新恢复房屋居住所需要的维修费用\$292,000.00，或者推倒重建的费用是\$786,300.00(Builder 报价)。现在房子被消防局已确定为危险房屋，危及公共安全，消防局警官 Forrester Weissler 曾多次通知要求我们尽快拆除房子，以目前房子现状可能会引发更多的问题及更多的帐单，所以我们已经向政府申请了房子的拆除许可。但是连我自己都不知道重新再建这个房子的钱在哪里？截止现在事故造成的损失\$981,777.67，除此我还要承担每年这个房子的地税\$5273.77 以及偿还每个月房子的贷款\$5,441.87 加币。然而受这次事件的影响导致这个房子已经大幅贬值，出售房子会继续增加更大的损失。从案件的发生至今，我们无法得到任何援助，只是不断的收到这些账单和消防局的通知及警告。在这起案件中我不是犯罪的人，却感受象罪犯一样被惩罚。
3. 在此次事件中负有责任的租房经纪没有付款能力。将房屋转租给罪犯的第一手租客因破产其名下没有任何的资产，即使我告上法庭胜诉，也拿不到一分钱的赔偿。而导致这次事故的直接责任人，也是在我的房子里制毒的第二手的租客，在警察到达案发现场后又逃掉，至今警方没有给我任何调查进展的更新。作为这起案件的直接受害人，我背负了本不应由我承担的全部责任。
4. 由于本次的事件，属于我和丈夫的自住房现在是已经无法居住的状态，房屋被清理公司拆除到只剩下空屋架。我和丈夫只能借住在我们的儿子家中，而这已经严重的影响到了我们各自的生活，而这种状态不知将持续到何时。至于我们的生活已经变得非常糟糕，在 2018 年年底前我支付了政府及第三方公司近 \$ 8 万多帐单后，家庭开支已经变得异常的艰难。随后在 2019 年的 6 月 7 月我又连续收到合计\$76,051.39 帐单，再次收到的这些帐单让我感到崩溃，面对无法支付的这些帐单及事故造成的巨额损失，让我再次陷入了困境，长期沉重的压力让我每天失眠到无法入睡，精神紧张抑郁消沉。为压缩生活开支我只在超市里购买即将过期的打折商品，有时候过期的食品我会继续使用。我的儿子

工作赚取的工资除供他自己的房贷现在大部分还得拿来补贴家里，是我们托累了他的正常生活，这对于作为父母的人来说是一件非常崩溃的事情，然而我没有选择，也没有能力改变这个状况。

请在座的每位请能相信并理解我，我以一个母亲、一个妻子名义请求各位请在人道关怀的角度能考虑到我的现状，这些帐单和巨额的损失会摧毁我的家庭。我因为身边的每个人都在和我讲述着 **Richmond** 是一个温暖，公平，包容，人性化的合谐城市，这也是为什么我和我的家人选择了定居在这个亲切的社区。然而现在我所亲身经历的这些已经令我苦不堪言，整起事件的打击已让我失去生活的信心和勇气也迷失方向，我请求社区政府及相关部门对我能施予帮助，免除没有支付的合计 \$76.051.39，以此能帮助我和我的家庭度过这最艰难日子，我希望警方能尽快找到这起案件的罪犯，避免让更多无辜的人和家庭再遭此劫难。非常感谢所有人占用了你们宝贵的时间来聆听我的请求！非常感谢各位！

丛静



# City of Richmond

## Report to Council

**To:** Richmond City Council  
**From:** Cecilia Achiam  
General Manager, Community Safety  
Anthony Capuccinello Iraci  
City Solicitor  
**Date:** August 19, 2019  
**File:** 12-8060-20-007897  
**Re:** **Property Maintenance and Repair Bylaw No. 7897**  
**11780 Kingfisher Drive Fee Appeal**

### Staff Recommendation

That the appeal by Jing Cong of fees imposed pursuant to the Property Maintenance and Repair Bylaw No. 7897 in respect to the drug lab located at 11780 Kingfisher Drive, Richmond, B.C., be heard by Council.

Cecilia Achiam  
General Manager, Community Safety  
(604-276-4122)

Anthony Capuccinello Iraci  
City Solicitor  
(604-247-4636)

Att. 14

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Fire Rescue	<input checked="" type="checkbox"/>	
RCMP	<input checked="" type="checkbox"/>	
Building Approvals	<input checked="" type="checkbox"/>	
Finance	<input checked="" type="checkbox"/>	
<b>REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE</b>	<b>INITIALS:</b> 	<b>APPROVED BY CAO</b> 



## Staff Report

### Origin

The City of Richmond's Property Maintenance & Repair Bylaw No. 7897 ("Bylaw 7897") (**Attachment 1**) establishes fees associated with inspections of buildings that have been used for the production of controlled substances, and the dismantling and removal of grow operations.

On August 24, 2018, Richmond Fire Rescue responded to a report of smoke coming from a residence located at 11780 Kingfisher Drive, Richmond, B.C. (the "Property"). Attached as **Attachment 2** is a map showing the location of the Property.

The first members of Richmond Fire Rescue to arrive at the Property identified items consistent with a synthetic drug lab, and requested assistance from the Richmond RCMP. The RCMP and Richmond Fire Rescue created an isolation zone on surrounding streets to ensure neighbouring properties and occupants were not contaminated or endangered by the suspected synthetic drug lab.

Between August 24 and 27, 2018, the Richmond RCMP maintained scene security, collected samples of chemicals, dismantled the drug lab, and supervised the removal of dangerous chemicals at the Property. Richmond Fire Rescue attended the Property between August 24 and 26, 2018, to manage decontamination and to act as a rapid intervention team should a RCMP officer be injured inside the residence.

In accordance with Bylaw 7897, the City issued the following invoices to Jing Cong, as the registered owner of the Property (the "Owner"):

- a) Invoice No: FIR-02808, dated September 12, 2018, for \$4,200.00, with respect to the special safety inspection ("Invoice 1") (copy attached as **Attachment 3**);
- b) Invoice No: MIS-01739, dated September 28, 2018, for \$3,277.67 for board up services ("Invoice 2") (copy attached as **Attachment 4**);
- c) Invoice No: MIS-02579, dated May 16, 2019, for \$67,524.44, with respect to service fees associated with attendance by members of the Richmond RCMP at the Property and costs paid to Tervita Corporation for the collection and disposal of chemicals from the Property ("Invoice 3") (copy attached as **Attachment 5**); and
- d) Invoice No: FIR-03489, dated July 25, 2019, for \$8,526.95, with respect to service fees associated with attendance by members of Richmond Fire Rescue at the Property ("Invoice 4") (copy attached as **Attachment 6**).

In total the Owner has been invoiced \$83,529.06.

Section 3.1.2 of Bylaw 7897 states:

Every person required to pay any fee or service fee under this bylaw may within 30 days of receipt of an invoice demanding payment, appeal the

amount of the invoice by notifying the Director, City Clerk's Office in writing. The person shall be afforded the opportunity to be heard by Council to determine if the fee or service fee should be paid.

The Owner paid Invoice 1 and Invoice 2 on November 19, 2018.

By letter dated June 11, 2019 (**Attachment 7**), Mr. Alfonso Chen, a lawyer retained by the Owner, advised the City that the Owner wished to appeal the amount of Invoice 3. As Invoice 4 was issued after the date the Owner notified the City of their wish to appeal Invoice 3, it has been included in this appeal to Council. The outstanding balance owing to the City is \$76,051.39.

### **Findings of Facts**

**August 24, 2018** - Richmond Fire Rescue responded to a report of smoke coming from a residence located at the Property. The first Richmond Fire Rescue responders to arrive at the Property identified items consistent with a synthetic drug lab, and requested assistance from the Richmond RCMP. Richmond Fire Rescue attended the Property on August 24, 2018 with a first alarm assignment with an additional unit added, which was comprised of twenty-four (24) staff on seven (7) responding units.

In response to Richmond Fire Rescue's call for assistance, Richmond RCMP general duty officers attended the scene on August 24, 2018. The RCMP shut down the surrounding streets to ensure a safe area for Richmond Fire Rescue to operate in and to ensure neighbouring properties and occupants were not contaminated or endangered by what was suspected at the time to be a drug lab. The RCMP also went door to door to evacuate a number of properties in the area.

On August 24, 2018, twelve (12) general duty police officers from the RCMP were required at varying times to maintain scene security, conduct traffic control, and deal with the safety of the neighbourhood. In addition, five (5) specialized clandestine drug lab officers were required to attend the scene to begin investigating the drug lab, and gather evidence for a search warrant to go in and deal with the drug lab inside the house. Due to safety concerns of chemicals inside the residence, 24 hour security of the residence was required to be maintained by the RCMP, with two (2) RCMP officers present.

**August 25, 2018** – The RCMP obtained a search warrant to enter the house and continued their investigation and began to dismantle the drug lab. Due to the sheer size of the drug lab found at the Property, local specialized officers had to call in four additional drug lab investigators to attend with further equipment. Two (2) Health Canada chemists were required to help take samples of chemicals and deal with the dangerous chemicals, and a forensic identification officer was required to take fingerprints and scene photos. Six (6) general duty RCMP officers were required at varying times to maintain traffic control and scene security.

For safety reasons, the Richmond Fire Rescue Hazmat team was required to be at the Property to manage decontamination and act as a rapid intervention team should a RCMP officer be injured inside the drug lab. Richmond Fire Rescue members were required throughout the day at varying times on this date with eight (8) staff and two (2) units. In addition, a two (2) person BC ambulance team was required to be at the scene while police and fire were present dealing with chemicals.

Due to the need to use special protective equipment such as chemical suits and air purifying respirators, officers could only work limited hours in the drug lab. As a result scene security was once again established by two (2) general duty RCMP officers over night until the next morning when specialized officers could return.

**August 26, 2018** – Eight (8) RCMP drug investigators were required to return to the Property as well as three (3) general duty RCMP officers, and two (2) Health Canada chemists. Four (4) members of the Richmond Fire Rescue Hazmat team with one (1) unit and the BC ambulance service also attended the Property to allow officers to continue to dismantle the drug lab inside the house. At the end of this day, all the chemicals and contaminated equipment had been catalogued and moved outside to where a waste contractor would be able to safely evaluate and access the items. Due to the time of day, and the length of time required to deal with the materials, the RCMP were once again required to establish security by two (2) officers over night until the next morning.

**August 27, 2018** - Two (2) RCMP drug investigators were required to return to the Property to meet a third party waste contractor, Tervita Corporation, and supervise the removal of the chemicals.

Attached as **Attachment 8** is a summary of RCMP activities at the Property between August 24 and 27, 2018, prepared by RCMP Sgt. Gene Hsieh, at the request of the Owner's legal counsel. A copy of this report was provided to the Owner's legal counsel on July 18, 2019. Attached as **Attachment 9** are photos taken by the RCMP of the Property.

## **Analysis**

### City Bylaws

#### *Property Maintenance & Repair Bylaw No. 7897*

Bylaw 7897 sets out restrictions on using a building for the production of controlled substances, and requires an owner whose property is used for the production of controlled substances to pay the City all service costs incurred by or on behalf of the City in respect to the Property. The relevant provisions and definitions in Bylaw 7897 are as follows:

#### 1.1.2 A person must not:

- (a) divert or install exhaust vents of hot water tanks or furnaces so that they exhaust into or within a **building**, instead of by way of an exhaust vent constructed or installed in compliance with applicable safety enactments;
- (b) **construct** or install any obstruction of an exit or an access to an exit required under the **Building Regulation Bylaw** or other safety enactment;
- (c) remove fire stopping that is provided or required under a safety enactment to contain the spread of fire within a **building**; or

- (d) undertake an **alteration** to a **building** for the purpose of establishing or operating a **grow operation**.

1.3.1 Every **owner** of **residential premises** or other **building** that is subject to a **tenancy agreement** must inspect such **residential premises** or other **building** at least once every three months to ascertain whether this bylaw has been contravened.

3.1 The following fees apply under this bylaw:

- (a) each time an **Inspector** enters on a **parcel** to carry out an inspection in the exercise of authority by the **City** to regulate, prohibit or impose requirements under this bylaw, or another safety enactment, the **owner** must pay the administration and inspection fee specified in Schedule A, and such fee must be paid before confirmation is provided under clause (d) of subsection 2.4.1.
- (b) for each inspection prior to the issuance of a **re-occupancy permit**, the **owner** or **occupier** must pay the **re-occupancy permit** fee specified in Schedule A;
- (c) to obtain a **re-occupancy permit**, the **owner** must pay the fees specified in Schedule A;
- (c.1) for a **special safety inspection**, the owner or occupier must pay the fee specified in Schedule A; and
- (d) in addition, every owner whose parcel is used for a **grow operation** or **controlled substance property** must pay to the **City** all **service costs** incurred by or on behalf of the **City**, calculated in accordance with Schedule D and which are deemed to be service fees as identified in Schedule D, unless that **owner** has delivered to the **City** notice pursuant to subsection 1.3, prior to any entry by the **City** onto the **parcel**.

3.1.2 Every person required to pay any fee or **service fee** under this bylaw may within 30 days of receipt of an invoice demanding payment, appeal the amount of the invoice by notifying the **Director, City Clerk's Office** in writing. The person shall be afforded the opportunity to be heard by Council to determine if the fee or **service fee** should be paid.

**"Grow Operation"** means the cultivation of marijuana plants or the production of **amphetamines**, or the production of other **controlled substances**.

**"Controlled Substance"** means a "controlled substance" as defined and described in Schedules I, II, or III of the *Controlled Drugs and Substances Act* (R.S.C. 1996, c. 19), but does not include a controlled substance that is permitted under that Act or otherwise lawfully permitted under the Business License Bylaw.

**"Service Costs"** means all direct and indirect costs incurred:

- (a) by the Richmond Fire Rescue Department;
- (b) by the Richmond detachment of the Royal Canadian Mounted Police;
- (c) by the City's Business Licensing Department and Building Approvals Department;
- (d) under a contract for services by an independent contractor, service provider, consultant or agent, including without limitation, a qualified electrical inspector, a hazardous materials professional, a professional engineer, a health professional, a person retained to carry out construction or demolition;
- (e) for associated administration and overhead expenses in relation to an inspection of a **parcel** that has apparently been used for a **grow operation** or **controlled substance property**;
- (f) or the lawful dismantling, disassembly, demolition, removal, clean-up, transportation, storage and disposal of structures, equipment, substances, materials and other paraphernalia associated with a **grow operation** or with the use, trade, business or manufacture of any controlled substance;
- (g) for the replacement of consumables used, or the replacement of equipment following exposure to contaminants; and
- (h) as a result of the analysis of the materials found at the property and the health and safety conditions at the **parcel**,

all of which are determined in accordance with Schedule D of this bylaw.

*Fire Protection and Life Safety Bylaw No. 8306*

The relevant provisions and definitions in the Fire Protection and Life Safety Bylaw No. 8306 ("Bylaw 8306") are as follows:

15.4.2 Every **owner**, carrier, agency, organization or other person having responsibility for the transport, storage or use of **dangerous goods**, shall be responsible, at that person's own cost and expense, for the clean up and safe disposal of all such **dangerous goods** arising from any **incident**, and a person who fails to do so shall be liable to pay the actual costs and expenses incurred by Richmond Fire-Rescue;

- (a) the costs and expenses incurred by the **City** or its contractors or agents for the clean up and safe transport and disposal of the **dangerous goods**; and
- (b) the costs incurred by Richmond Fire-Rescue in mitigating the **dangerous goods incident**, including without limitation, equipment replacement and decontamination costs.

15.8.2 Where under this Bylaw the **City** is authorized or required to provide work or services to lands or improvements, and the costs incurred by the **City** in carrying out such work or services are not paid when due and payable, the **City** may recover those costs from the **owner** of the lands or improvements in the same manner and with the same remedies as ordinary taxes and, if the costs remain unpaid on December 31, they shall be deemed to be taxes in arrears.

**“dangerous goods”** means those products or substances that are regulated under the *Canada Transportation of Dangerous Goods Act* and its Regulation, as amended from time to time;

**“incident”** means an event or situation to which **Richmond Fire-Rescue** has responded or would normally respond;

**“owner”** means a person who has ownership or control of real or personal property, and includes, without limitation,

- (a) the registered owner of an estate in fee simple,
- (b) the tenant for life under a registered life estate,
- (c) the registered holder of the last registered agreement for sale, and
- (d) in relation to common property and common facilities in a strata plan, the strata corporation.

#### *Basis for Fees Invoiced*

In accordance with section 3.1(d) of Bylaw 7897, every owner whose parcel is used for a grow operation or controlled substance property must pay to the City all service costs incurred by or on behalf of the City, calculated in accordance with Schedule D.

Invoice 3 and Invoice 4 have been issued in accordance with Bylaw 7897, to recover the direct and indirect costs incurred by the City to inspect the Property, and dismantle and remove the drug lab at the Property.

#### *a) Invoice 3*

Invoice 3, for \$67,524.44, was calculated as follows:

- RCMP's costs: \$24,243.27
- Tervita Corporation (which was retained to dispose of chemicals): \$32,027.10
- 20% Administrative Fee: \$11,254.07

A copy of the Richmond RCMP's Operation Labour/Equipment Cost Back Report for the Property is attached as **Attachment 10**. This report provides details on the calculation of the RCMP's costs, including the number of hours recorded by RCMP Officers in relation to the Property between August 24, 2018 and August 27, 2018. A copy of this report was provided to the Owner's legal counsel upon request on June 18, 2019.

A copy of Tervita Corporation's Invoice to the RCMP for the removal and disposal of chemicals from the drug lab at the Property is attached as **Attachment 11**. A copy of Tervita's invoice was initially provided to the Owner's legal counsel upon request on June 18, 2019, with additional missing pages being provided on August 12, 2019.

In accordance with the City's Consolidated Fees Bylaw 8636, Schedule – Billing and Receivables, the City may charge 20% of the actual costs incurred by the City, as administrative charges for receivable projects undertaken from arm's length third parties. Both the RCMP and Tervita Corporation are arm's length third parties that provide services to the City.

The RCMP's response at the Property between August 24 and 27, 2018, involved 24 officers, and a total of 322 hours of officer time. Although the City is entitled to charge the Owner for all these costs, the RCMP only invoiced the Owner for overtime hours. The 38 hours of regular time indicated in Attachment 8 were not charged to the Owner, as well as 10 hours of overtime for Corporal Yugai. Collectively this amounted to a discount of \$2,885.62, calculated as follows

- i. 38 hours of regular time = \$1,575.48
- ii. 10 hours of double time = \$829.20
- iii. 20% Administrative Fee = \$480.94

\$1944.16 of the RCMP's invoice also accounts for supplies used by the RCMP in the course of their activities at the Property.

In accordance with Schedule D of Bylaw 7897, the RCMP were also entitled to charge the Owner an amount of \$15.00 per hour per RCMP officer on account of additional personnel and equipment costs incurred by the City for each hour of service provided (i.e. CPP, EI, Health Benefits, etc). By not charging this additional fee of \$15 per hour per person for 322 hours, the Owner received an additional discount of \$5,796.00 (\$4,830 plus 20% administrative fee of \$966).

In addition, although the RCMP invoiced the Owner for 38.5 hours of a Sergeant's time, and 27 hours of a Corporal's time, all RCMP hours invoiced to the Owner were billed at the lower Constables rate of \$41.46 per hour. The hourly rate for a Sergeant is \$49.24 (an increase of \$7.98/hr) and the hourly rate for a Corporal is \$45.18 (an increase of \$3.92/hr). By not billing out the RCMP officers at their applicable rates (for all time set out in Attachment 10), the Owner received a further discount of \$1,127.82, calculated as follows:

- i. 33 hours of Sergeant time at double time = \$526.68
- ii. 5.5 hours of Sergeant time at time and a half = \$65.83
- iii. 3 hours of Sergeant time at regular time = \$23.94
- iv. 37 hours of Corporal time at double time = \$290.08
- v. 8.5 hours of Corporal time at regular time = \$33.32
- vi. 20% Administrative Fee = \$187.97

The RCMP's invoice was prepared using time sheet entries recorded on this file by the individual officers involved. Attached as **Attachment 12** is a summary of Sergeant Hsieh's hours that were charged to the Owner in Invoice 3. This summary was prepared at the request of the Owner's legal counsel and provided to them on August 12, 2019.

Tervita Corporation is an arm's length third party contractor retained by the RCMP. Tervita Corporation's invoice reflects the costs of materials to safely package the chemicals found at the Property and the costs for safely disposing such chemicals.

While the investigation into the drug lab at the Property continued for several months and occupied time of six (6) RCMP drug investigators, those costs have not been charged to Owner.

b) *Invoice 4*

Invoice 4, for \$8,526.95, was calculated as follows:

- Fire Department: \$7,105.79
- 20% Administrative Fee: \$1,421.16

This invoice was rendered pursuant to Bylaw 8306 and Bylaw 7897. Attached as **Attachment 13** is a copy of Richmond Fire Rescue's breakdown of how its fees were calculated for Invoice 4. A copy of this breakdown was delivered to the Owner at the same time as Invoice 4.

Richmond Fire Rescue's response at the Property from August 24 to 26, 2018 involved a total of 156 hours of staff time and 61 hours of fire truck unit time. Although Richmond Fire Rescue was entitled to charge the Owner for Richmond Fire Rescue's costs in respect to its response to the Property on each day from August 24 to 26, 2018, it did not charge for any services provided on the initial day of its response. In total, seven (7) responding units and twenty-four (24) members of Richmond Fire Rescue attended the Property on August 24, 2018, for a total of twenty-one (21) hours of fire truck unit time and sixty-eight (68) hours of staff time. Had Richmond Fire Rescue invoiced the Owner for sixty-eight (68) hours of staff time at a Four year Firefighter's rate of \$46.73 per hour, then the Owner would have been billed an additional \$3,813.17 (\$3,177.64 plus 20% administrative fee of \$635.53).

In accordance with Schedule D of Bylaw 7897, Richmond Fire Rescue was also entitled to charge the Owner an amount of \$15.00 per hour per Richmond Fire Rescue member on account of additional personnel and equipment costs incurred by the City for each hour of service provided at the Property. By not charging this additional fee of \$15 per hour for 156 hours, the Owner received an additional discount of \$2,808.00 (\$2,340 plus 20% administrative fee of \$468).

In addition, Richmond Fire Rescue only invoiced the Owner for the costs of Richmond Fire Rescue members present at the Property on August 25 and 26, 2018, and did not invoice the Owner for two (2) fire truck units that attended the Property on those dates for 10 hours each for each date, or the twenty-one (21) hours that fire truck units attended the Property on August 24, 2018. Richmond Fire Rescue only created billing for the property for overtime costs incurred for the entire incident duration.

Pursuant to Schedule D of Bylaw 7897, Richmond Fire Rescue could have charged the Owner \$300 per hour for each fire truck unit that attended at the Property. Had Richmond Fire Rescue invoiced the Owner for each hour each fire truck unit attended the Property between August 24 and 26, 2018, the Owner would have been invoiced an additional \$22,020, calculated at follows:



- i. 21 hours on August 24<sup>th</sup> = \$6,300;
- ii. 20 hours on August 25<sup>th</sup> = \$6,000;
- iii. 20 hours on August 26<sup>th</sup> = \$6,000;
- iv. Administrative fee of 20% = \$3,720.

### *Underlying Intent of Bylaw 7897*

Bylaw 7897 was originally enacted to provide the City with additional means to eliminate illegal drug operations on properties within the City. In accordance with section 194 of the *Community Charter*, the Bylaw allows the City to recover specified actual costs associated with this unlawful activity. The Bylaw also serves to make landlords accountable, by requiring them to periodically check their properties to ensure they are not being used for an illegal grow operation or clandestine drug lab.

In accordance with Bylaw 7897, Council may confirm, cancel or reduce the fee to be paid under Invoice 3 and Invoice 4 as it deems appropriate.

Reasons that may be considered in support of both invoices being confirmed, without any reduction, include:

- given the size of the drug lab found at the Property, and the risks this drug lab posed to surrounding properties and residents, the scale of response by the RCMP and Richmond Fire Rescue between August 24 to August 27, 2018 was reasonable;
- the invoices have been rendered on a cost recovery basis, to recover the costs incurred by the City for Richmond Fire Rescue and Richmond RCMP's initial response at the Property, as well as the dismantling of the clandestine drug lab at the Property;
- the invoices reinforce that landlords have responsibilities to ensure their properties are not being used for illegal activities;
- the invoices reinforce the City's strong position against illegal drug operations in the City, and make the City less attractive as a location for illegal grow operations and clandestine drug labs;
- the Owner has already received a discount of \$38,451.41, as the Owner was not charged the following amounts:
  - \$3,813.17 for non-overtime hours worked by Richmond Fire Rescue at the Property;
  - \$2,885.62 for non-overtime hours worked by RCMP at the Property (all calculated at a Constables rate);
  - \$2,808.00 for the additional \$15 per hour per person Richmond Fire Rescue was entitled to charge;
  - \$5,796.80 for the additional \$15 per hour per person the RCMP was entitled to charge;
  - \$1,127.82 for the increased hourly rate for Sergeants and Corporals that the RCMP was entitled to charge; and
  - \$22,020.00 for fire truck units that attended the Property.

*Owner's Position*

The Owner's legal counsel have indicated that the Owner has no income in Canada except the rental income originally generated from the Property, and that the Owner has already used up her personal savings to pay for the clean-up of the Property. By the end of 2018, the Owner claims to have spent approximately \$72,500 for remediating the Property. Attached as **Attachment 14** is a copy of a letter from the Owner's legal counsel requesting a reduction in the amounts owing to the City under Invoice 3 and Invoice 4.

*Current Status of Property*

The Owner applied for a demolition permit for the Property on August 22, 2019. This application is still being reviewed by City staff. Subject to the demolition permit application complying with the City's requirements, review of a Hazardous Materials Remediation Report provided by the Owner, and the Owner paying all applicable permit fees and deposits, the City's Manager, Building Approvals, will issue a demolition permit to the Owner for the Property.

In accordance with the City's standard practices, a building permit for a new building on the Property will not be issued to the Owner until all outstanding amounts owing to the City, including those under Invoice 3 and Invoice 4, have been paid.

Pursuant to Bylaw 7897, if the Owner fails to pay the City's costs that have been invoiced to the Owner by December 31, 2019, the amounts of these invoices will be added to and form part of the taxes payable on the Property as taxes in arrears.

**Financial Impact**

The amounts charged to the Owner in Invoice 3 and Invoice 4 are service costs/fees incurred by or on behalf of the City in response to the drug lab at the Owner's Property. These amounts are calculated on a cost-recovery basis, and are not punitive in nature. If Council reduces or waives any of these fees, then the amount of such reduction in the amounts charged under Invoice 3 and Invoice 4 will be borne by the City and general taxpayers.

**Conclusion**

That the appeal by Jing Cong of fees imposed pursuant to the Property Maintenance and Repair Bylaw No. 7897 in respect to the drug lab located at 11780 Kingfisher Drive, Richmond, B.C., be heard by Council.



Brendan Burns  
Staff Solicitor  
(604-204-8624)

BB:bb

Att. 1: Property Maintenance & Repair Bylaw No. 7897

- 2: Map of Property
- 3: Invoice 1, dated September 12, 2018
- 4: Invoice 2, dated September 28, 2018
- 5: Invoice 3, dated May 16, 2019
- 6: Invoice 4, dated July 25, 2019
- 7: Letter from Henderson & Lee Law Corporation dated June 11, 2019
- 8: Summary of RCMP activities on the Property
- 9: Photos of Property
- 10: Richmond RCMP Cost Back Report
- 11: Tervita Corporation Invoice
- 12: Sgt. Hsieh Hour Summary
- 13: Richmond Fire Rescue Billing Summary
- 14: Letter from Henderson & Lee Law Corporation dated August 14, 2019



ATTACHMENT 1

CITY OF RICHMOND

**PROPERTY MAINTENANCE & REPAIR**

**BYLAW NO. 7897**

EFFECTIVE DATE – JUNE 27, 2005

**CONSOLIDATED FOR CONVENIENCE ONLY**

This is a consolidation of the bylaws listed below. The amendment bylaws have been combined with the original bylaw for convenience only. This consolidation is not a legal document. Certified copies of the original bylaws should be consulted for all interpretations and applications of the bylaws on this subject.

AMENDMENT BYLAW

EFFECTIVE DATE

Bylaw 8231  
Bylaw 8485

May 14, 2007  
September 14, 2009

**CITY OF RICHMOND**

**PROPERTY MAINTENANCE & REPAIR**

**BYLAW NO. 7897**

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## PROPERTY MAINTENANCE & REPAIR BYLAW NO. 7897

The Council of the City of Richmond enacts as follows:

### PART ONE: BUILDING AND SAFETY STANDARDS

#### 1.1 General Prohibitions

- 1.1.1 A person must not, other than when authorized by the owner or operator of an electrical or water distribution system, disconnect from such electrical or water distribution system, a meter installed for the purpose of ascertaining the consumption of electricity or water.
- 1.1.2 A person must not:
  - (a) divert or install exhaust vents of hot water tanks or furnaces so that they exhaust into or within a **building**, instead of by way of an exhaust vent constructed or installed in compliance with applicable safety enactments;
  - (b) **construct** or install any obstruction of an exit or an access to an exit required under the **Building Regulation Bylaw** or other safety enactment;
  - (c) remove fire stopping that is provided or required under a safety enactment to contain the spread of fire within a **building**; or
  - (d) undertake an **alteration** to a **building** for the purpose of establishing or operating a **grow operation**.
- 1.1.3 If, as a result of the use of a **parcel** as a **grow operation** or **controlled substance property**,
  - (a) the supply of electricity, water, or natural gas to the **parcel** has been disconnected by the **City** or any other lawful authority; or
  - (b) unauthorized **alterations** have been made to structural, electrical, water or gas systems, equipment, appliances, or other accessories of any kind on the **parcel**; or
  - (c) a **hazardous condition** exists on the **parcel**,

a person must not permanently reconnect the supply of electricity, water, or natural gas and, subject to the *Residential Tenancy Act*, a person must not use or occupy the **parcel** until:

- (i) the **parcel** has been inspected by the **building official** and all other lawful authorities having jurisdiction over the supply of electricity, water, or natural gas, for compliance with all health and safety requirements in the bylaws of the **City**, and any provincial statute or regulation relating to building, electrical, water, health, gas, or fire safety;
- (ii) the **owner** has obtained all permits, approvals or authorizations required to carry out the work necessary to bring the **parcel** into compliance with the bylaws of the **City**, and all provincial statutes and regulations;
- (iii) all of the work referred to in this section has been completed and inspected by the **building official** and all other lawful authorities having jurisdiction, and the **parcel** is in compliance with the bylaws of the **City**, and all applicable provincial statutes and regulations; and
- (iv) the **owner** has paid all **service fees** and other fees imposed by Schedule A of this bylaw and other relevant **City** bylaws in relation to the inspection of the **parcel**, and the issuance of permits, and the Manager, Building Approvals has issued a **re-occupancy permit** for the **parcel** (Schedule F).

1.1.4 The **building official** or **fire inspector** may post a notice containing the words “Unsafe – Do Not Enter or Occupy” in a conspicuous place at the entrances to a **controlled substance property** in respect of which:

- (a) the **fire inspector** or the Manager, Building Approvals has made an order to vacate, or
- (b) **Council** has made an order to vacate under the *Community Charter*.

1.1.5 A person must not:

- (a) interfere or obstruct the **building official** or **fire inspector** from posting a notice referred to in subsection 1.1.4; or
- (b) remove, alter, cover, or mutilate a notice posted under subsection 1.1.4, except with the permission of the **building official** or **fire inspector**, whichever is applicable.

- 1.1.6 No Person may cause or allow a **building** to become subject to the growth of mould or fungus arising from, or in relation to, the cultivation of marijuana plants, or the production of **amphetamines** or other **controlled substances** in such **building**.

## 1.2 Fire Protection

- 1.2.1 An **owner** or **occupier** of real property must:

- (a) undertake any action directed by a **fire inspector** for the purpose of removing or reducing any thing or condition that the **fire inspector** considers is a fire hazard or increases the danger of fire; and
- (b) permit entry by an **inspector**, who attends the real property at any reasonable time, to determine whether there is compliance with this bylaw.

## 1.3 Tenancies

- 1.3.1 Every **owner** of **residential premises** or other **building** that is subject to a **tenancy agreement** must inspect such **residential premises** or other **building** at least once every three months to ascertain whether this bylaw has been contravened.
- 1.3.2 Every **owner** of **residential premises** or other **building** that is subject to a **tenancy agreement** who has knowledge of a contravention of this bylaw, in relation to the **residential premises** or other **building**, must:
- (a) within 48 hours of the discovery of the contravention, deliver written notice to the **City** of the particulars of the contravention, and
  - (b) within two months of the delivery of the notice, subject to the *Residential Tenancy Act*, take any action necessary to bring the **residential premises** or other **building** into compliance with this bylaw.

# PART TWO: REMEDIATION REQUIREMENTS

## 2.1 Owner Obligations

- 2.1.1 If a **building** has been used for a **grow operation**, and the **City** has delivered to the **owner** of such **building**, at the address shown on the Assessment Roll, a Letter to Property Owner (Schedule B), the **owner** of the **building** must, within fourteen days after the **grow operation** has been removed, subject to the *Residential Tenancy Act*:
- (a) either remove and dispose of all carpets and curtains in the **building**, or have all carpets and curtains in the **building** cleaned by a **professional cleaner**;



- (b) have all air ducts cleaned by a **professional cleaner** or by a duct cleaning company, if the **building** is heated by forced air heating; and
- (c) either remove all mould or water-damaged materials such as, but not limited to, drywall or gyproc, or have all walls and ceilings in the **building** cleaned and disinfected by a **professional cleaner**.

## 2.2 Inspection and Certification Requirements

- 2.2.1 After a **professional cleaner** has been engaged by the **owner** and has complied with the requirements of section 2.1, an individual or corporation certified by the Canadian Registration Board of Occupational Hygienists or the American Board of Industrial Hygiene must inspect the **building** and provide a written Certification Form (Schedule E) to the Manager, Building Approvals, confirming that the requirements of section 2.1 have been satisfied, and that the **building** is substantially free of any **pesticides**, fertilizers, toxic substances, moulds, or fungi, prior to the occupancy or re-occupancy of the **building**.

## 2.3 Occupancy

- 2.3.1 After a **grow operation** has been removed from a **building** and until the remedial measures prescribed by section 2.1 have been completed and written certification has been provided in accordance with section 2.2, the **building** must not be occupied by any person.
- 2.3.2 Before a **building** is re-occupied after removal of a **grow operation**, the **owner** must notify the prospective occupants in writing that a **grow operation** has been removed and that the requirements of this bylaw have been met.

## 2.4 Alterations

- 2.4.1 A **building** must not be re-occupied after the removal of a **grow operation** until:
  - (a) a building permit has been obtained for any proposed or remediation work, including an **alteration**, which requires a permit under the **Building Regulation Bylaw**;
  - (b) the building complies with the requirements of *British Columbia Building Code*, the *British Columbia Fire Code*, the *Safety Standards Act* of British Columbia, the City's *Building Regulation Bylaw*, this bylaw, all as amended from time to time, and all other health and safety requirements established by law;
  - (c) the **owner** has paid all **service fees** and other fees due and owing under this or any other bylaw of the **City**;

- (d) the Manager, Building Approvals has confirmed that a satisfactory occupancy inspection of the **residential premises** by the City's Building Approvals Department has been completed; and
- (e) a **re-occupancy permit** (Schedule F) has been issued.

## **PART THREE: FEES**

### **3.1 Establishment of Fees**

3.1.1 The following fees apply under this bylaw:

- (a) each time an **Inspector** enters on a **parcel** to carry out an inspection in the exercise of authority by the **City** to regulate, prohibit or impose requirements under this bylaw, or another safety enactment, the **owner** must pay the administration and inspection fee specified in Schedule A, and such fee must be paid before confirmation is provided under clause (d) of subsection 2.4.1.
- (b) for each inspection prior to the issuance of a **re-occupancy permit**, the **owner** or **occupier** must pay the **re-occupancy permit** fee specified in Schedule A;
- (c) to obtain a **re-occupancy permit**, the **owner** must pay the fees specified in Schedule A;
- (c.1) for a **special safety inspection**, the owner or occupier must pay the fee specified in Schedule A; and
- (d) in addition, every owner whose parcel is used for a **grow operation** or **controlled substance property** must pay to the **City** all **service costs** incurred by or on behalf of the **City**, calculated in accordance with Schedule D and which are deemed to be service fees as identified in Schedule D, unless that **owner** has delivered to the **City** notice pursuant to subsection 1.3, prior to any entry by the **City** onto the **parcel**.

3.1.2 Every person required to pay any fee or **service fee** under this bylaw may within 30 days of receipt of an invoice demanding payment, appeal the amount of the invoice by notifying the **Director, City Clerk's Office** in writing. The person shall be afforded the opportunity to be heard by Council to determine if the fee or **service fee** should be paid.

## PART FOUR: NOTICES AND INSPECTIONS

### 4.1 Role of the Inspector

4.1.1 Subject to the provisions of the *Community Charter*, an **Inspector** may attend or request the attendance of one or more other **Inspectors** to enter onto and inspect a **parcel**, if the **Inspector**:

- (a) believes the real property is not in compliance with this bylaw;
- (b) is concerned for the health, safety, or possible injury to a tenant, an occupant, or the public; or
- (c) believes there is property damage to a **building** which may affect the health or safety of a tenant, an occupant, or the public.

4.1.2 Subject to the provisions of the *Community Charter*, an **inspector** may:

- (a) inspect and determine whether all regulations, prohibitions and requirements under this bylaw or other safety enactments are being met in relation to any matter for which the Council, a municipal officer or employee or a person authorized by the Council has exercised authority under this or another enactment to regulate, prohibit or impose requirements;
- (b) coordinate a **special safety inspection** of a **parcel** or **parcels**;
- (c) carry out a **special safety inspection** of a **parcel** or **parcels** pursuant to paragraph (b) of this subsection;
- (d) take action authorized under Part Seven; and
- (e) inspect, disconnect or remove a water service pursuant to subsection 4.2.

4.1.3 The Manager, Building Approvals or a person acting under the direction of the Manager, Building Approvals may post a Notice (Schedule C) on any **building** which has been used for a **grow operation**, advising of the provisions of this bylaw.

4.1.4 A person must not interfere with an inspection or proposed inspection under subsection 4.1.2, or remove or deface any notice posted under subsection 4.1.3.

### 4.2 Discontinuance of Service

4.2.1 The **City** may discontinue providing water service to a **parcel** if the water is being used for, or in relation to, a **grow operation** on the **parcel**, provided the **City**:

- (a) gives the **owner** and **occupier** of the **parcel** seven days written notice of an opportunity to make representation to **Council** with respect to the proposed discontinuance of the water service; and
- (b) after the persons affected have had an opportunity to make representation to **Council**, the **City** must give the **owner** and **occupier** seven days written notice of any proposed discontinuance of the water service.

## PART FIVE: VIOLATIONS AND PENALTIES

5.1 Any person who:

- (a) violates or who causes or allows any of the provisions of this bylaw to be violated; or
- (b) fails to comply with any of the provisions of this, or any other applicable bylaw or statute; or
- (c) neglects or refrains from doing anything required by this bylaw; or
- (d) makes any false or misleading statement,

is deemed to have committed an infraction of, or an offence against this bylaw, and is liable on summary conviction, to the penalties provided for in *the Offence Act*, and each day that such violation is caused or allowed to continue constitutes a separate offence.

## PART SIX: INTERPRETATION

6.1 In this bylaw, unless the context requires otherwise:

<b>ALTERATION</b>	means any change made to the structural, gas, plumbing, ventilation mechanical or electrical components of a <b>building</b> .
<b>AMPHETAMINES</b>	include dextroamphetamines and methamphetamines.
<b>BUILDING</b>	means a <b>structure</b> or portion of a <b>structure</b> , including foundations and supporting <b>structures</b> for equipment or machinery or both, which is used or intended to be used for supporting or sheltering a use, occupancy, persons, animals, or property.

<b>BUILDING REGULATION BYLAW</b>	means the current Building Regulation Bylaw of the <b>City</b> .
<b>BUILDING OFFICIAL</b>	means the General Manager, Urban Development for the <b>City</b> , and every employee or agent appointed by the <b>City</b> to inspect <b>buildings</b> in respect of building, plumbing or gas safety standards.
<b>CONSTRUCT/CONSTRUCTION</b>	means to build, erect, install, repair, alter, add, enlarge, move, locate, relocate, reconstruct, demolish, remove, excavate or shore.
<b>CONTROLLED SUBSTANCE</b>	means a "controlled substance" as defined and described in Schedules I, II, or III of the <i>Controlled Drugs and Substances Act</i> (R.S.C. 1996, c. 19), but does not include a controlled substance that is permitted under that Act or otherwise lawfully permitted under the Business License Bylaw.
<b>CONTROLLED SUBSTANCE PROPERTY</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) a <b>parcel</b> contaminated by chemical or biological materials used in, or produced by, the trade or manufacture of a <b>controlled substance</b>; or</li> <li>(b) a <b>building</b> altered to trade or manufacture a <b>controlled substance</b>; or</li> <li>(c) a <b>parcel</b> which has been used for the manufacture, growing, sale, trade or barter of a <b>controlled substance</b> therein or thereon; and</li> </ul> <p>which does not meet applicable safety standards under the British Columbia <i>Building Codes</i>, <i>Gas Code</i> and <i>Electrical Code</i> per B.C. Safety Standards Act, British Columbia <i>Fire Code</i>, <i>Health Act</i>, or other applicable safety regulations including any bylaw requirements of the <b>City</b> all as amended from time to time.</p>
<b>COUNCIL</b>	means Council of the <b>City</b> .
<b>CITY</b>	means City of Richmond.
<b>FIRE CHIEF</b>	means the person who is appointed to be head of the Richmond Fire Rescue Department and every

	person designated by <b>Council</b> under the <i>Community Charter</i> by name of office or otherwise to act in the place of the Fire Chief.
<b>FIRE INSPECTOR</b>	means the <b>Fire Chief</b> and every member of the Richmond Fire Department or any other person designated by the <b>Fire Chief</b> by name or office or otherwise.
<b>GROW OPERATION</b>	means the cultivation of marijuana plants or the production of <b>amphetamines</b> , or the production of other <b>controlled substances</b> .
<b>HAZARDOUS CONDITIONS</b>	means: <ul style="list-style-type: none"> <li>(a) any real or potential risk of fire;</li> <li>(b) any real or potential risk to the health or safety of persons or property;</li> <li>(c) any unapproved or unauthorized <b>building alteration</b>; or</li> <li>(d) repairs needed to a <b>building</b>,</li> </ul> <p>arising or resulting from the use or contamination of a <b>parcel</b> as a <b>controlled substance property</b>.</p>
<b>INSPECTOR</b>	means: <ul style="list-style-type: none"> <li>(a) a <b>fire inspector</b>;</li> <li>(b) the City's Manager of Building Approvals and every employee or agent authorized by the City to inspect <b>buildings</b> in respect of building, plumbing, electrical or gas standards;</li> <li>(c) the Chief Licensing Inspector and licensing inspectors</li> <li>(d) a bylaw enforcement officer;</li> <li>(e) other persons designated by <b>Council</b> by name of office or otherwise to act in the place of persons, officers, or employees referred to in clauses (a) through (d).</li> </ul>
<b>MANAGER</b>	means the Manager, Community Bylaws, the Chief Licensing Inspector, or the Manager, Building Approvals.
<b>OCCUPIER</b>	means a person occupying a property within the <b>City</b> and includes the registered <b>owner</b> of the

	property where the <b>owner</b> is the person occupying or if the property is unoccupied.
<b>OWNER</b>	includes the registered owner in fee simple of real property located in the <b>City</b> and those persons defined as "owner" in the <i>Community Charter</i> .
<b>PARCEL</b>	means includes land and any improvement comprised in a parcel.
<b>PESTICIDES</b>	means a substance or mixture, including a chemical, used to destroy, prevent, repel or mitigate fungi or animal pests or microorganisms such as bacteria or viruses, and includes herbicides, fungicides, or other substances used to control pests, plant regulators, defoliants or desiccants.
<b>PROFESSIONAL CLEANER</b>	means an individual or corporation that is experienced and qualified in removing contaminants from <b>buildings</b> and is licensed to carry on business in the <b>City</b> .
<b>RE-OCCUPANCY PERMIT</b>	means permission or authorization through the issuance of Schedule F by the Manager, Building Approvals to re-occupy any <b>building</b> , in respect of which the Manager, Building Approvals has issued an order to cease occupancy because of a <b>hazardous condition</b> .
<b>RESIDENTIAL PREMISES</b>	means any <b>building</b> that may lawfully be occupied as a dwelling unit by one or more persons.
<b>SERVICE COSTS</b>	means all direct and indirect costs incurred: <ul style="list-style-type: none"> <li>(i) by the Richmond Fire Rescue Department;</li> <li>(j) by the Richmond detachment of the Royal Canadian Mounted Police;</li> <li>(k) by the City's Business Licensing Department and Building Approvals Department;</li> <li>(l) under a contract for services by an independent contractor, service provider, consultant or agent, including without limitation, a qualified electrical inspector, a hazardous materials professional, a professional engineer, a health professional, a</li> </ul>

- person retained to carry out construction or demolition;
- (m) for associated administration and overhead expenses in relation to an inspection of a **parcel** that has apparently been used for a **grow operation** or **controlled substance property**;
  - (n) or the lawful dismantling, disassembly, demolition, removal, clean-up, transportation, storage and disposal of structures, equipment, substances, materials and other paraphernalia associated with a **grow operation** or with the use, trade, business or manufacture of any controlled substance;
  - (o) for the replacement of consumables used, or the replacement of equipment following exposure to contaminants; and
  - (p) as a result of the analysis of the materials found at the property and the health and safety conditions at the **parcel**,
- all of which are determined in accordance with Schedule D of this bylaw;

## **SPECIAL SAFETY INSPECTION**

means an inspection coordinated with any municipal departments, provincial or federal authorities, and independent professionals or contractors as may be necessary to ascertain hazardous conditions or contraventions that may exist under the *British Columbia Building Code*, the *British Columbia Fire Code*, the *Safety Standards Act*, the *Health Act*, bylaws of the City or other applicable enactments, but does not include an inspection pursuant to an emergency call for police, fire or ambulance services or an inspection carried out under a warrant as part of a criminal investigation.

## **STRUCTURE**

means all or part of a **construction**, whether fixed to, supported by, sunk into, or located in, land, water or airspace, and includes freestanding sign structures over 3.0 m in height and supporting structures for such signs, and includes a sewage holding tank, but excludes landscaping, paving, a fence, or a retaining wall under 1.0 m in height.



## **TENANCY AGREEMENT**

means an agreement, whether written or oral, express or implied, having a predetermined expiry date or not, between a landlord and tenant respecting possession of **residential premises**.

## **PART SEVEN: FAILURE TO COMPLY**

- 7.1** If an **owner** or **occupier** of a **parcel** fails to comply with a requirement of the **City** under this bylaw or another safety enactment, the **City**, within the time specified in the order or notice, may enter on the **parcel** and take such action as may be required to correct the default, including to remediate the **parcel** or to have the **parcel** attain a standard specified in any safety enactment, at the expense of the **owner** or **occupier** who has failed to comply, and may recover the costs incurred as debt.
- 7.2** If the **owner** has failed to pay the cost to the **City** incurred under section 7.1 before the 31st day of December in the year that the corrective action was taken, the service costs must be added to and form part of the taxes payable on the property as taxes in arrears.

## **PART EIGHT: SEVERABILITY AND CITATION**

- 8.1** If any part, section, subsection, clause, or subclause of this bylaw is, for any reason, held to be invalid by the decision of a Court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this bylaw.
- 8.2** This bylaw is cited as “**Property Maintenance & Repair (Grow-Op) Bylaw No. 7897**”, and comes into force and effect on July 1<sup>st</sup>, 2005.

## SCHEDULE A to BYLAW NO. 7897

### INSPECTION, CONFIRMATION & RE-OCCUPANCY FEES

The following fees apply to all inspections and related administrative actions carried out under this Bylaw:

1. Other than an inspection for the purpose of a **re-occupancy permit**, each time an **inspector** enters on a **parcel** to inspect pursuant to section 4.1.2(a), the **owner** or **occupier** must pay to the **City**:
  - (a) \$300.00; and
  - (b) an additional \$300.00 for each subsequent inspection undertaken if the **owner** or **occupier** has failed to undertake any action ordered by a **fire inspector**, the **City**, or a person authorized under this bylaw to order the action.
2. Each time a **special safety inspection** is carried out pursuant to section 4.1.2(c), the **owner** or **occupier** must pay to the **City** \$4,200.00.
3. Before confirmation is provided under section 2.4.1(d), the **owner** or **occupier** must pay all applicable fees under the **City's Building Regulation Bylaw** and any amendments thereto; and
4. To obtain a **re-occupancy permit**, the **owner** or **occupier** must pay to the **City** \$500.00 for up to two inspections by a **building official** and, if necessary, \$120.00 for each subsequent inspection.

## **SCHEDULE B to BYLAW NO. 7897**

### **LETTER TO PROPERTY OWNER**

#### **Re: Property Maintenance & Repair (Grow-Op) Bylaw 7897**

This letter is to notify you that Richmond's "Property Maintenance & Repair (Grow-Op) Bylaw No. 7897" establishes regulations concerning the cleaning and remediation of buildings that have been used for marijuana grow operations or amphetamine production.

The City has been advised by the Royal Canadian Mounted Police that the building at (insert address) was in use as a marijuana grow operation (or amphetamine production operation) which has been removed by the police.

The bylaw requires that within 14 days, all carpets and curtains in the premises must be removed or cleaned, any forced air heating ducts in the premises must be cleaned, and all walls and ceilings must be cleaned and disinfected. That work must be carried out by a Professional Cleaner with experience in removing contaminants from buildings. The Professional Cleaner must hold a license to carry on business in Richmond.

After the cleaning is completed, an individual or corporation certified by the Canadian Registration Board of Occupational Hygienists or the American Board of Industrial Hygiene must certify that the premises are safe for human occupancy.

Until the cleaning and certification have been completed, subsection 2.3.1 of the bylaw prohibits occupancy by any person. Before occupancy, you are required to notify prospective occupants that the requirements of the bylaw have been satisfied.

We enclose a copy of the bylaw for your reference. If you have any questions concerning the regulations in the bylaw, please call the City's Business Licensing, Permits and Bylaws Department at (insert telephone number).

## **SCHEDULE C**

### **NOTICE**

**TAKE NOTICE THAT** these Premises have been used as a marijuana grow operation (or an amphetamine production operation).

Pursuant to Richmond's "Property Maintenance & Repair (Grow-Op) Bylaw No. 7897", no person may occupy these premises until cleaning and remediation have been completed in accordance with that bylaw and the Manager, Building Approvals or his designate has confirmed that a satisfactory occupancy inspection has been completed.

It is an offence to remove or deface this notice.

Any inquiries should be directed to Manager, Building Approvals (insert name and telephone number of appropriate City official).

---

## **SCHEDULE D**

### **SERVICE FEES**

- A. **Staff Costs** (2 hour minimum charge) All fees charge shall be the hourly wage paid for the individual attending as determined by the applicable working/collective agreement or pay grid for nonunion staff plus an amount of \$15.00 per hour per person which equates to the additional personnel and equipment costs incurred by the City for each hour of service provided.

Constable R.C.M.P

Bylaw Enforcement Officer

Bylaw Enforcement Supervisor

Senior Building Official

Building Official

Fire Fighter

B. **Equipment**

**Costs**

Fire Truck	\$300.00 /hr or part thereof
Replacement of Equipment by Exposure to contaminants	Cost to City
Replacement of Consumable Equipment	Cost to City
Analysis and Tests of materials or Conditions found at the property	Cost to City

C. **Administration**

Administration and Overhead costs of 15% shall be charged on all of the above fees.

## **SCHEDULE E**

### **CERTIFICATION FORM**

TO: City of Richmond  
FROM: (insert name of professional cleaner)  
RE: Premises at (insert address)

This is to certify that in accordance with sections 2.1 and 2.2 of the "Property Maintenance & Repair (Grow-Op) Bylaw No. 7897", the professional identified in this certification:

- (a) meets the requirements for a professional inspector under section 2.2 of the bylaw;
- (b) has completed an inspection of the Premises on \_\_\_\_\_ (date); and
- (c) the Premises are remediated in accordance with section 2.3 and as such, are substantially free from any pesticides, toxic chemicals, moulds, or fungi normally associated with and found in a "Grow Operation" premises, and that the Premises are fit for human use and occupancy.

The undersigned professional may be contacted at: (insert business telephone number).

CERTIFIED AS OF \_\_\_\_\_ (insert date)

(insert name of professional inspector)

\_\_\_\_\_  
Authorized Representative

## **SCHEDULE F**

### **RE-OCCUPANCY PERMIT**

Address of Building:

Legal Description:

Approved Occupancy (use):

The Building remediated under the authority of Building Permit Number: \_\_\_\_\_  
is approved for Re-occupancy.

This Permit confirms that inspections pursuant to Property Maintenance and Repair (Grow-Op) Bylaw No. 7897 have been completed and remediation requirements have been satisfied. This Permit is not a warranty that the subject Building complies with all Municipal and Provincial Regulations governing Building Construction nor that it is without defect. It is only a formal comment on the remediated condition of the Building at the date of issue only.

This certificate must be affixed to a conspicuous and permanent place in the said building and must not be removed.

\_\_\_\_\_  
Manager, Building Approvals

Date: \_\_\_\_\_

ATTACHMENT 2  
MAP OF PROPERTY







City of  
Richmond









ATTACHMENT 3  
INVOICE 1

INVOICE	
 <b>City of Richmond</b>	Invoice No: FIR-02808 Invoice Date: 09/12/2018 Customer Number: C0013850 Payment Terms: Upon Receipt AMOUNT DUE: \$4,200.00
Bill To: Cong, Jing 11780 Kingfisher Drive Richmond BC V7E 3N7 Canada	Amount Remitted
Please detach stub and return with your payment to: Accounts Receivable 6911 No. 3 Road, Richmond, BC, V6Y 2C1	
 <b>City of Richmond</b>	Invoice No: FIR-02808 Invoice Date: 09/12/2018 GST Number: R 121454003 PST Number: PST-1000-3200
<p>Pursuant to Property Maintenance &amp; Repair Bylaw No. 7897, unpaid fees outstanding as of December 31, 2018 will be transferred to the property owner's tax account.</p> <p>For further information, please contact the Richmond Fire Department at 604-278-5131.</p>	
1	Safety Inspection Fee \$ 4,200.00 Address: 11780 Kingfisher Drive Plan Review Date: August 28, 2018 Description of Review: Special Safety Inspection - Do not occupy
SUBTOTAL: \$ 4,200.00	
TOTAL AMOUNT DUE : \$ 4,200.00 (in Canadian dollar)	
For billing inquiries, please email: <a href="mailto:receivables@richmond.ca">receivables@richmond.ca</a> , call: 604-276-4253 or fax: 604-276-4162	
	



ATTACHMENT 4  
INVOICE 2

INVOICE	
 <b>City of Richmond</b>	Invoice No: MIS-01739 Invoice Date: 09/28/2018 Customer Number: C0013850 Payment Terms: Upon Receipt
Bill To: Cong, Jing 7520 Glacier Crescent Richmond BC V7A 1L5 Canada	AMOUNT DUE: \$3,277.67
Please detach stub and return with your payment to: Accounts Receivable 6911 No. 3 Road, Richmond, BC, V6Y 2C1	
Amount Remitted	
	



  

 <b>City of Richmond</b>	Invoice No: MIS-01739 Invoice Date: 09/28/2018 GST Number: R 121454003 PST Number: PST-1000-3200
Pursuant to Bylaw No. 7897, any unpaid board-up charges as of December 31, 2018 will be transferred to the property owner's tax account.	
Emergency Board Up Services Address: 11780 Kingfisher Drive Date: August 28, 2018	
1 Labour	\$ 3,121.59
SUBTOTAL: \$ 3,121.59	
GST 5 %	\$ 156.08
TOTAL AMOUNT DUE : \$ 3,277.67 (in Canadian dollar)	
For billing inquiries, please email: <a href="mailto:receivables@richmond.ca">receivables@richmond.ca</a> , call: 604-276-4253 or fax: 604-276-4162	
	



ATTACHMENT 5  
INVOICE 3

INVOICE	
 <b>City of Richmond</b>	Invoice No: MIS-02579 Invoice Date: 05/16/2019 Customer Number: C0013850 Payment Terms: Upon Receipt
Bill To: Cong, Jing 7520 Glacier Crescent Richmond BC V7A 1L5 Canada	AMOUNT DUE: \$67,524.44
<hr/> Amount Remitted	
Please detach stub and return with your payment to: Accounts Receivable 6911 No. 3 Road, Richmond, BC, V6Y 2C1	
	

 <b>City of Richmond</b>	Invoice No: MIS-02579 Invoice Date: 05/16/2019 GST Number: R 121454003 PST Number: PST-1000-3200
Pursuant to Bylaw No. 7897, any unpaid recovery costs as of December 31, 2019 will be transferred to the property owner's tax account.	
Location: 11780 Kingfisher Drive Incident Dates: August 24-27, 2018 RCMP File: 18-27045	
1	Grow-Op Cost Recovery \$ 67,524.44
Cost Breakdown for Grow-Op Cleanup:	
- RCMP: \$24,243.27	
- Tervita: \$32,027.10	
- 20% Administration Fee: \$11,254.07	
<hr/> SUBTOTAL: \$ 67,524.44	
<hr/> TOTAL AMOUNT DUE : \$ 67,524.44	
(in Canadian dollar)	
For billing inquiries, please email: <a href="mailto:receivables@richmond.ca">receivables@richmond.ca</a> , call: 604-276-4334 or fax: 604-276-4162	
	

ATTACHMENT 6  
INVOICE 4

INVOICE	
 <b>City of Richmond</b>	Invoice No: FIR-03489 Invoice Date: 07/25/2019 Customer Number: C0013850 Payment Terms: Upon Receipt
Bill To: Cong, Jing 7520 Glacier Crescent Richmond BC V7A 1L5 Canada	AMOUNT DUE: \$8,526.95
Please detach stub and return with your payment to: Accounts Receivable 6911 No. 3 Road, Richmond, BC, V6Y 2C1	Amount Remitted 
 <b>City of Richmond</b>	Invoice No: FIR-03489 Invoice Date: 07/25/2019 GST Number: R 121454003 PST Number: PST-1000-3200
Cost recovery charges based on Bylaw No. 8306, Part 9 Regulations of Fire Hazards and Part 15 Fees and Cost Recovery  Pursuant to Bylaw No. 7897, any unpaid recovery costs as of December 31, 2019 will be transferred to the property owner's tax account.  Location: 11780 Kingfisher Drive Incident Dates: August 24-27, 2018	
1	Grow-Op Cost Recovery Cost Breakdown for Grow-Op Cleanup: - Fire Department: \$7,105.79 - 20% Administration Fee: \$1,421.16
	\$ 8,526.95
SUBTOTAL: \$ 8,526.95	
TOTAL AMOUNT DUE : \$ 8,526.95 (in Canadian dollar)	
For billing inquiries, please email: <a href="mailto:receivables@richmond.ca">receivables@richmond.ca</a> , call: 604-276-4334 or fax: 604-276-4162	
	

ATTACHMENT 7



**HENDERSON & LEE**  
Law Corporation  
Barristers & Solicitors

#310 – 4885 Kingsway  
Burnaby, BC V5H 4T2  
T: (604)558-2258  
F: (604)558-4023

June 11, 2019

Our file no. 2386  
Please reply to Alfonso Chen  
Email: [alfonso@hendersonleelaw.com](mailto:alfonso@hendersonleelaw.com)

Director, City Clerk's Office  
City of Richmond  
City Clerk's Office  
6911 No. 3 Road  
Richmond, BC V6Y 2C1

Via email: [cityclerk@richmond.ca](mailto:cityclerk@richmond.ca)  
and via fax: 604-278-5139

Attention: Mr. David Weber

Dear Sir:

**Re: Appeal of fee for the Invoice with Invoice No.: MIS-02579 (the "Invoice")**

We have been retained by Ms. Jing Cong for the above-noted matter.

We write to notify you in writing that Ms. Cong officially appeals the amount of the Invoice. I also enclose a letter from Ms. Cong personally appealing the amount of the Invoice.

We are in the midst of reviewing documents associated with the circumstances surrounding the Invoice and will be following up with you on this matter shortly after we have done so.

We represent Ms. Cong's interests only and urge you to seek independent legal representation.

Please contact me if you have any questions. Thank you.

Yours truly,  
**Henderson & Lee Law Corporation**

  
Alfonso Chen  
Barrister & Solicitor  
Encl.

W: [www.hendersonleelaw.com](http://www.hendersonleelaw.com)

E: [alfonso@hendersonleelaw.com](mailto:alfonso@hendersonleelaw.com)

June 10, 2019

TO: Mr. David Weber  
City of Richmond  
City Clerk's Office  
6911 No. 3 Road  
Richmond, BC V6Y 2C1

Dear Mr. Weber,

Re: Invoice No.: MIS-02579  
Invoice Date: 05/16/2019  
Relevant Location: 11780 Kingfisher Drive

I hereby appeal the amount of the invoice with invoice no. MIS-02579, which I received on or about May 17, 2019. I have retained Henderson & Lee Law Corporation to represent me in this appeal and in handling this matter generally.

If you have any questions, please contact my legal team at the following email:

alfonso@hendersonleelaw.com

I also ask that you reference my file number at Henderson & Lee Law Corporation, 2386, in any correspondence with my legal team.

Thank you for your attention to this matter.

Yours truly,

Jing Cong



## ATTACHMENT 8



### *Richmond Detachment*

MEMO

TO: Reinaldo Cheng, City of Richmond

RCMP Finance Manager

FM: Sgt. Gene Hsieh

July 17, 2019

RE: Request for further details on police response to Richmond File 18-27045, 11780 Kingfisher drive Richmond

I am the officer in charge of the team that conducted the Kingfisher road investigation and was one of the original attending officers and was present for all 4 days of the response to the drug lab. Based on my personal involvement and my review of the investigation I have summarized the initial police response as followed:

1. On August 24, 2018 Richmond RCMP General Duty section responded to a request from Richmond Fire rescue for assistance related to a house fire at 11780 Kingfisher drive Richmond.
2. General duty officers attended the scene which required them to shut down the streets to ensure a safe area for Fire Rescue to operate in and to ensure neighbouring properties and occupants were not contaminated or endangered by what was suspected at the time to be a drug lab. Due to this concern some properties were evacuated which required officers to go to door to door.
3. On the first day of the response, 12 general duty police officers were required at varying times to maintain scene security, conduct traffic control, and deal with the safety of the neighbourhood. In addition, 5 specialized clandestine drug lab officers were required to attend the scene to begin investigating the drug lab, and gather evidence for a search warrant to go in and deal with the drug lab inside the house. Due to the safety concerns of chemicals inside the house, 24 hour security of the house was required to be maintained by the police by at least 2 officers while police sought a search warrant.
4. On the second day of the response with a search warrant to enter the house on August 25, 2018, Richmond RCMP continued their investigation and dismantle of the drug lab. Due to the



Canada



sheer size of the drug lab found inside, local specialized officers had to call in 4 additional drug lab investigators to attend with further equipment. Two Health Canada chemists were required to help take samples of chemicals and deal with the dangerous chemicals and a forensic identification officer to take fingerprints and scene photos. For safety reasons, the Richmond Fire Rescue Hazmat team was required to be a scene to manage decontamination and act as a rapid intervention team should a police officer be injured inside the drug lab. 6 General duty police officers were required at varying times to maintain traffic control and scene security. Finally a 2 person BC ambulance team was required to be at scene while police and fire were present dealing with chemicals. Due to the need to use special protective equipment such as chemical suits and air purifying respirators officers could only work limited hours in the drug lab. As a result scene security was once again established by 2 general duty officers over night until the next morning when specialized officers could return.

5. On the third day of the response, August 26, 2018, 8 drug investigators were required to return as well as 3 general duty officers, 2 Health Canada chemists, as well as the Fire Rescue Hazmat team and the BC ambulance service to allow officers to continue to dismantle the drug lab inside the house. At the end of this day, all the chemicals and contaminated equipment had been catalogued and moved outside to where a waste contractor would be able to safely evaluate and access the items. Due to the time of day, and the length of time required to deal with the materials police were once again required to establish security by 2 officers over night until the next morning.
6. On the final day of the response, August 27, 2018, 2 drug investigators were required to return to meet the waste contractor and supervise the removal of the chemicals.
7. The investigation continued on for several months which occupied the time of 6 drug investigators however those costs are not included in the cost back submitted here. This summary document is intended to provide context to the number of officers and hours billed back as a result of this drug lab. As one can see the response is very technical and labour intensive.

Respectfully submitted,

Sgt. Gene Hsieh

Officer in Charge Organized Crime and Drug unit

Richmond RCMP



ATTACHMENT 9  
PHOTOS



Image 1: various chemical drums found with unknown liquids in the downstairs living room.



Image 2: upstairs bedroom used to produce methamphetamine.



Image 3: another upstairs bedroom found full of chemicals, methamphetamine, and various unknown chemical waste.



Image 4: various unknown chemicals and waste found in upstairs bed room closet



Image 5: chemicals in upstairs bathroom, chemical staining on cabinets and colour of toilet water suggest dumping of waste into sewer system





Image 6: production apparatus located in downstairs room. Heavy chemical staining on walls



Image 7: tubes used as venting of chemical vapours into attic



Image 8: various chemicals found in room, note heavy staining on carpet. Chemicals would have soaked through carpet and into floor studs.



Image 9: Image of make shift vessel to store an unknown chemical. Note heavy staining on walls due to chemical residue



Image 10: living room (first room you see when you walk in the door and up the small steps).  
Chemicals and lab apparatus are visible.



# ATTACHMENT 10



## RICHMOND RCMP MARIHUANA GROW/CLAN LAB OPERATION LABOUR/EQUIPMENT REPORT

DATE DISMANTLED: 180824 - 180827

RCMP FILE #: 18-27045

DATE COST BACK SUBMITTED: 180907

INVESTIGATING MEMBER: CST. JOY NGUYEN

REG #: 51478

☒ SEARCH WARRANT

☒ OTHER: RED RESPONDED TO FIRE/SMOKE

DID PROPERTY OWNER REPORT THE GROW OPERATION / CLAN LAB

☐ YES

☒ NO

ACCOUNT 3590 -10-65 -64020-0000

		Regular Hours	Hours @1.5	Hours @ 2.0	Total Billable Hours	RATE	TOTAL
Equipment/Supplies							
2 BOX NITRAL GLOVES							
EVIDENCE BAG 1/4X1/2							
CLAN TEAM CONSUMABLE							
Other							
Tervita (Hazco)	yes or no						
SRG	yes or no						
Members - Name	Rank						
GENE HSIEH	Sgt	3	5.5	33	74.25	41.76	\$3078.41
DAVE FORSTER	CPL	3	8	27	54.00		2238.84
DANIEL MCCARTHY	CST	3	8	27	54.00		2238.84
LEAH STANBURY	CST	8	8	20	40		1658.40
D ABASS	CST	2.5					
POON	CST	2.5					
M STRANGER	CST	1.5					
PICKERING	CST	3					
COOTHUZEN	CST	4.5					
IMBEAULT	CPL	5.5					
TARLING	CST	2.5					
TJORHOM	CST	2.0					
KIGAL	CPL			10			
CHENG	CST	5					
TOTAL COST:							\$11,158.65

Submitted By: Gene HSIEH, Sgt  
Reg# 48190  
HRMIS# 086352

Signature: [Signature]

(1)

**RICHMOND RCMP MARIHUANA GROW/CLAN LAB  
OPERATION LABOUR/EQUIPMENT REPORT**

DATE DISMANTLED: 180824-180827  
DATE COST BACK SUBMITTED: 180907  
INVESTIGATING MEMBER: CST. Jay Nardol

RCMP FILE #: 18-27045  
REG #: 51478

☒ SEARCH WARRANT  
☐ OTHER: \_\_\_\_\_

**DID PROPERTY OWNER REPORT THE GROW OPERATION / CLAN LAB**

☐ YES  
☒ NO

[illegible]

Submitted By: Gene HSTEH, Sgt  
Reg# 48190  
HRMIS# 086352

Signature: 

②



## ATTACHMENT 11



## Invoice

TERVITA CORPORATION  
c/o C3025  
PO Box 2572 Stn M  
CALGARY, AB CANADA T2P 3L4  
PH: 403-233-7565 F: 403-261-5612

Invoice # 84842

Invoice Date : October 10, 2018

Acct # 135728-141

To: RCMP  
14200 GREEN TIMBERS WAY  
MAIL STOP 108  
SURREY BC V3T 6P3

Work Order #'s included in this invoice:  
123130

Attn: MIKE MCNAB

PO #: TA#174

Comments: If there are any discrepancies with regards to this invoice, please email [HMMinvoicehelp@tervita.com](mailto:HMMinvoicehelp@tervita.com) or alternately contact your local sales representative.

Date: 8/27/2018		WO # : 123130	Locn : CLAN LAB: 11780 KING FISHER DRIVE RICHMOND		LSD/WTB:		
Qty	Unit	Svc Code	Item Details		Document #	Unit Price	Ext. Price
5.00	CONTAINER BAG 1.0M3	LP11	LP NON-REGULATED (S) MINIMUM CHARGE		428042	\$350.00	\$1,750.00
7.00	CONTAINER BAG 1.0M3	LP11	LP NON-REGULATED (S) MINIMUM CHARGE		428044	\$350.00	\$2,450.00
3.00	CONTAINER DRUM 205L	NU01	CORR LIQUID INORG ACID		BM83632-2	\$340.00	\$1,020.00
2.00	CONTAINER DRUM 205L	LP04	LP FLAMMABLE (L)		BM83632-2	\$285.00	\$570.00
1.00	CONTAINER DRUM 205L	LP04	LP FLAMMABLE CORR (L)		BM83632-2	\$595.00	\$595.00
1.00	CONTAINER DRUM 205L	LP08	LP TOXIC (L) ORGANIC		BM83632-2	\$415.00	\$415.00
1.00	CONTAINER DRUM 205L	NU01	CORR LIQUID INORG ACID		BM83632-2A	\$340.00	\$340.00
3.00	CONTAINER DRUM 205L	LP02	LP COR (L) INORGANIC ACID		BM83632-2A	\$340.00	\$1,020.00
1.00	CONTAINER DRUM 205L	LP02	LP COR (L) INORGANIC BASIC		BM83632-2A	\$340.00	\$340.00
1.00	CONTAINER DRUM 205L	LP01	LP SODIUM HYDROXIDE		BM83632-2A	\$340.00	\$340.00



# Invoice

TERVITA CORPORATION  
c/o C3025  
PO Box 2572 Stn M  
CALGARY, AB CANADA T2P 3L4  
PH: 403-233-7565 F: 403-261-5612

Invoice # 84842

Invoice Date : October 10, 2018

Acct # 135728-141

To: RCMP  
14200 GREEN TIMBERS WAY  
MAIL STOP 108  
SURREY BC V3T 6P3

Work Order #'s included in this invoice:  
123130

Attn: MIKE MCNAB

PO #: TA#174

Comments: If there are any discrepancies with regards to this invoice, please email [HMMinvoicehelp@tervita.com](mailto:HMMinvoicehelp@tervita.com) or alternately contact your local sales representative.

Qty	Unit	Svc Code	Item Details	Document #	Unit Price	Ext. Price
1.00	CONTAINER DRUM 205L	LP07	LP TOXIC (S) ORGANIC	BM83632-2A	\$415.00	\$415.00
4.00	CONTAINER PAIL 20L	LP02	LP COR (L) INORGANIC ACID	BM83632-2A	\$70.00	\$280.00
1.00	CONTAINER PAIL 20L	LP04	LP FLAMMABLE (L)	BM83632-2A	\$65.00	\$65.00
1.00	CONTAINER DRUM 205L	LP06	LP IODINE	BP47169-7	\$415.00	\$415.00
7.00	CONTAINER PAIL 20L	LP04	LP FLAMMABLE (L)	BP47169-7	\$65.00	\$455.00
3.00	CONTAINER PAIL 20L	LP04	LP METHANOL	BP47169-7	\$65.00	\$255.00
1.00	CONTAINER DRUM 205L	LP02	LP COR (L) INORGANIC BASIC	BP47169-7A	\$340.00	\$340.00
2.00	CONTAINER DRUM 205L	LP04	LP FLAMMABLE (L)	BP47169-7A	\$285.00	\$570.00
1.00	CONTAINER DRUM 205L	LP04	LP FLAMMABLE CORR (L)	BP47169-7A	\$595.00	\$595.00
2.00	CONTAINER PAIL 20L	LP05	LP OXIDIZER (S)	BP47169-7A	\$100.00	\$200.00



# Invoice

TERVITA CORPORATION  
c/o C3025  
PO Box 2572 Stn M  
CALGARY, AB CANADA T2P 3L4  
PH: 403-233-7565 F: 403-261-5612

Invoice # 84842

Invoice Date : October 10, 2018

Acct # 135728-141

To: RCMP  
14200 GREEN TIMBERS WAY  
MAILSTOP 108  
SURREY BC V3T 6P3

Work Order #'s included in this invoice:  
123130

Attn: MIKE MCNAB

PO #: TA#174

Comments: If there are any discrepancies with regards to this invoice, please email [HMMinvoicehelp@tervita.com](mailto:HMMinvoicehelp@tervita.com) or alternately contact your local sales representative.

Qty	Unit	Svc Code	Item Details	Document #	Unit Price	Ext. Price
1.00	CONTAINER DRUM 205L	LP02	LP COR (L) INORGANIC BASIC	BP47169-7B	\$340.00	\$340.00
1.00	CONTAINER PAIL 20L	LP01	LP AMMONIA SOLUTIONS	BP47169-7B	\$70.00	\$70.00
1.00	CONTAINER PAIL 20L	LP01	LP SODIUM HYDROXIDE	BP47169-7B	\$70.00	\$70.00
11.00	EACH	C002	BAG 1M3 (SINGLE LINED) UN RATED		\$83.00	\$913.00
1.00	EACH	F053	DOCUMENTATION MANIFESTING CHARGE		\$20.00	\$20.00
6.00	EACH	C036	DRUM 205L POLY CT RECON		\$75.00	\$450.00
7.00	EACH	C040	DRUM 205L POLY OT RECON		\$75.00	\$525.00
3.00	EACH	C042	DRUM 205L STEEL CT RECON		\$60.00	\$180.00
6.00	EACH	C044	DRUM 205L STEEL OT RECON		\$70.00	\$420.00
2.00	HOUR	L015	FIELD CHEMIST DT		\$220.00	\$440.00
4.00	HOUR	L014	FIELD CHEMIST OT		\$165.00	\$660.00
8.00	HOUR	L013	FIELD CHEMIST		\$110.00	\$880.00
1.00	FLAT RATE	T003	HAZMAT RESPONSE TRAILER DAILY RATE		\$650.00	\$650.00
2.00	HOUR	L021	IR PROJECT MANAGER DT		\$240.00	\$480.00



# Invoice

TERVITA CORPORATION  
c/o C3025  
PO Box 2572 Stn M  
CALGARY, AB CANADA T2P 3L4  
PH: 403-233-7565 F: 403-261-5612

Invoice # 84842

Invoice Date : October 10, 2018

Acct # 135728-141

To: RCMP  
14200 GREEN TIMBERS WAY  
MAIL STOP 108  
SURREY BC V3T 6P3

Work Order #'s included in this invoice:  
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Attn: MIKE MCNAB

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Qty	Unit	Svc Code	Item Details	Document #	Unit Price	Ext. Price
4.00	HOURL	L020	IR PROJECT MANAGER OT		\$180.00	\$720.00
8.00	HOURL	L019	IR PROJECT MANAGER		\$120.00	\$960.00
2.00	HOURL	L027	IR TEAM LEAD DT		\$220.00	\$440.00
4.00	HOURL	L026	IR TEAM LEAD OT		\$165.00	\$660.00
8.00	HOURL	L025	IR TEAM LEAD		\$110.00	\$880.00
6.00	HOURL	L030	IR TECHNICIAN DT		\$200.00	\$1,200.00
12.00	HOURL	L029	IR TECHNICIAN OT		\$150.00	\$1,800.00
24.00	HOURL	L028	IR TECHNICIAN		\$100.00	\$2,400.00
7.00	DAY	F063	LOA SUBSISTENCE ONLY		\$26.00	\$182.00
10.00	EACH	C094	PAIL 5L POLY W/LID		\$12.00	\$120.00
2.00	EACH	C099	PUMP HAND DISPOSABLE		\$53.00	\$106.00
14.00	HOURL	T012	SINGLE AXLE CUBE VAN		\$160.00	\$2,240.00
1.00	FLAT RATE	T052	TRUCK LIGHT DUTY SERVICE VEHICLE IR DAILY RATE		\$160.00	\$160.00
2.00	EACH	A023	VERMICULITE 25LBS BAG		\$53.00	\$106.00



## Invoice

TERVITA CORPORATION  
c/o C3025  
PO Box 2572 Stn M  
CALGARY, AB CANADA T2P 3L4  
PH: 403-233-7565 F: 403-261-5612

Invoice # 84842

Invoice Date : October 10, 2018

Acct # 135728-141

To: RCMP  
14200 GREEN TIMBERS WAY  
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Qty	Unit	Svc Code	Item Details	Document #	Unit Price	Ext. Price
					Sub Total:	\$30,502.00
					GST 5.00%:	\$1,525.10
					Invoice Total :	\$32,027.10

Net 30 Days  
1.5% per month surcharge on overdue accounts  
GST# 865085409

E Division Clandestine laboratory unit  
Cost recovery details

Task Authorization # 174-1

Location: 11780 KingFisher Dr, Richmond

Date: August 24, 2018

Jurisdiction (Detachment): Richmond Detachment

Cost centre (Collator): E 1014

File#: 2018-27045.

Mailing address:

Contact person (approved call-out): Sgt. Gene HSIEH

Telephone#:

No# of TA assigned to invoice: 2



**Task Authorization  
Autorisation de tâche**

Contract Number - Numéro du contrat  
M2989-3-2117

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur <b>TERVITA CORPORATION</b> 13511 Vulcan Way Richmond, B.C., V6V 1K4	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT) TA # <u>174-1</u> ✓ Task Project Mgr. _____
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu <b>11780 Kingfisher Drive, Richmond</b>
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) <b>\$ 32,027.10</b>

Security Requirements: This task includes security requirements  
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

☐ No - Non ☒ Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract  
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

➤ All personnel who will be working on the Contract must be in the possession of an RCMP RFA1 security clearance prior to commencement of the Work

For Revision only - Aux fins de révision seulement		
TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu
174-1	\$ 20,000.00	\$ 12,027.10 Increase

Start of the Work for a TA: Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.  
Début des travaux pour l'AT: Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

**1. Required Work: - Travaux requis :**

A. Task Description of the Work required - Description de tâche des travaux requis		See Attached - Ci-joint <input type="checkbox"/>
"Removal of chemicals and contaminated apparatus and debris from a seized clandestine drug laboratories, dump sites and chemical or equipment storage facilities and appropriately neutralize and/or destroyed, once legal authorization is received." Location: <u>11780 Kingfisher Drive, Richmond B.C.</u>		
B. Basis of Payment - Base de paiement		See Attached - Ci-joint <input type="checkbox"/>
As per Annex "B" of the Contract		
C. Cost of Task - Coût de la tâche		See Attached - Ci-joint <input type="checkbox"/>
Quotation Price: <u>\$20,000.00</u>		
Final Price: <u>\$32,027.10</u> ✓ (final price to be entered at time of receipt of invoice, with possible TA rev)		
D. Method of Payment - Méthode de paiement		See Attached - Ci-joint <input type="checkbox"/>
Monthly Payment, upon completion of Task and acceptance of Invoice by the Project Authority		

PWGSC - TPSGC 572 (04/2013)

Contract Number - Numéro du contrat  
M2989-3-2117

## 2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSCG atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSCG.

Sgt. Derek WESTWICK Reg # 51254

Federal Serious and Organized Crime  
CLAN LAB Response Coordinator  
Operational Support "E" Division HQ

Name and title of authorized client - Nom et titre du client autorisé à signer



Signature

2018-10-17

Date

PWGSC Contracting Authority - Autorité contractante de TPSCG

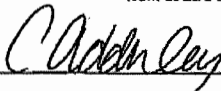
Signature

Date

## 3. Contractor's Signature - Signature de l'entrepreneur

Caron Adderley HSE Advisor

Name and title of individual authorized - to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur



Signature

2018-10-19

Date





**Task Authorization  
Autorisation de tâche**

Contract Number - Numéro du contrat  
M2989-3-2117

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur <b>TERVITA CORPORATION</b> 13511 Vulcan Way Richmond, B.C., V6V 1K4	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT) TA # <u>174</u> Task Project Mgr. _____
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu <u>11780 KingFisher Drive Richmond</u>
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$ <u>20,000.00</u>

Security Requirements: This task includes security requirements  
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

☐ No - Non ☒ Yes - Oui IF YES, refer to the Security Requirements Checklist (SRCL) included in the Contract  
SI OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

▶ All personnel who will be working on the Contract must be in the possession of an RCMP RFA1 security clearance prior to commencement of the Work

**For Revision only - Aux fins de révision seulement**

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$ _____	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$ _____
--	--	---

Start of the Work for a TA: Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT: Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

**1. Required Work: - Travaux requis :**

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
"Removal of chemicals and contaminated apparatus and debris from a seized clandestine drug laboratories, dump sites and chemical or equipment storage facilities and appropriately neutralize and/or destroyed, once legal authorization is received." Location: <u>11780 KingFisher Drive, Richmond, BC</u>	
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
As per Annex "B" of the Contract	
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
Quotation Price: <u>\$20,000.00</u>	
Final Price: \$ _____ (final price to be entered at time of receipt of invoice, with possible TA rev)	
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>
Monthly Payment, upon completion of Task and acceptance of invoice by the Project Authority	

PWGSC - TPSGC 572 (04/2013)

Annex  
Annexe \_\_\_\_\_

Contract Number - Numéro du contrat  
M2989-3-2117

**2. Authorization(s) - Autorisation(s)**

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

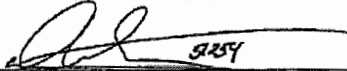
En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Sgt. D. WESTWICK FSOC CLEAR NCO i/c

Name and title of authorized client - Nom et titre du client autorisé à signer



2018-08-29

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

**3. Contractor's Signature - Signature de l'entrepreneur**

Caren Addeney HSA Advisor

Name and title of individual authorized - to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur



2018-08-30

Signature

Date

**MOVEMENT DOCUMENT / MANIFEST ;  
DOCUMENT DE MOUVEMENT / MANIFESTE ;**

Una libreria specializzata come la 13 indica  
per percorsi e programmi didattici.  
La scoperta di nuovi autori e nuovi  
libri si rivela un'esperienza.

Unverändert Dokument / Unchanged Document file

[illegible]

**Instructions on reverse.**

**Manifest Supplement -- Multiple Different Wastes**

This form can only be used as an attachment to a HAZARDOUS WASTE MANIFEST under the following conditions:

- (a) There is only one Consignor (Generator) and only one Consignee (Receiver) for all of the waste listed on the referenced manifest and on this form.
- (b) The form are additions to or deletions of waste from the consignment after the shipment leaves the consignor's site.
- (c) The form must be attached to the Reference Manifest and must be in the vehicle when the shipment is being transported.

[illegible]

**INSTRUCTIONS:** When the shipment has been completed the Consignee (Receiver):

- Attaches Copy A to Copy 3 of Manifest and mails to the appropriate authority in the jurisdiction.
- Attaches copy of Copy 8 to copies of Copy 4 of Manifest and returns to each Carrier.
- Attaches Copy C to Copy 5 of Manifest and retains for 2 years.
- Attaches Copy D to Copy 6 of Manifest and mails to Consignor.

COPY C (BLUE)

**Manifest Supplement -- Multiple Different Wastes**

**CONDITIONS:**

This form can only be used as an attachment to a HAZARDOUS WASTE MANIFEST under the following conditions:

(a) There is only one Consignor (Generator) and only one Consignee (Receiver) for all of the waste listed on the referenced manifest and on this form.

(b) There are no additions to or deletions of waste from the consignment after the shipment leaves the consignor's site.

(c) There are no additions to or deletions of waste from the consignment after the shipment leaves the consignee's site.

(d) The form must be attached to the Reference Manifest and must be in the vehicle when the shipment is being transported.

CONSIGNOR:	REFERENCE MANIFEST NUMBER:	DECLARATION															
		Shipping Name of Waste	Class	UN No.	Packing Group	Quantity Shipped	Units / Kg	Packing	Physical State	Quantity Received	Units Ltrg	Identify any Shipment Discrepancy Problems. Attach Addendum if Necessary	Handling Code	Documentation	Vehicle		
				No	Codes								NO	YES	NO	YES	
CONSIGNOR: [Signature]	REFERENCE MANIFEST NUMBER: 657113-7	UN 2803 [Signature]	3	11	400	1	200	kg	1	200	kg						
		UN 2803 [Signature]	3	11	400	1	200	kg	1	200	kg						
		UN 2803 [Signature]	3	11	400	1	200	kg	1	200	kg						
		UN 2803 [Signature]	3	11	400	1	200	kg	1	200	kg						
		UN 2803 [Signature]	3	11	400	1	200	kg	1	200	kg						
CONSIGNOR: [Signature]	REFERENCE MANIFEST NUMBER: 657113-7	UN 2803 [Signature]	3	11	400	1	200	kg	1	200	kg						
		UN 2803 [Signature]	3	11	400	1	200	kg	1	200	kg						
		UN 2803 [Signature]	3	11	400	1	200	kg	1	200	kg						
		UN 2803 [Signature]	3	11	400	1	200	kg	1	200	kg						
		UN 2803 [Signature]	3	11	400	1	200	kg	1	200	kg						
CONSIGNOR: [Signature]	REFERENCE MANIFEST NUMBER: 657113-7	UN 2803 [Signature]	3	11	400	1	200	kg	1	200	kg						
		UN 2803 [Signature]	3	11	400	1	200	kg	1	200	kg						
		UN 2803 [Signature]	3	11	400	1	200	kg	1	200	kg						
		UN 2803 [Signature]	3	11	400	1	200	kg	1	200	kg						
		UN 2803 [Signature]	3	11	400	1	200	kg	1	200	kg						

I certify the above shipments have been made in compliance with the Hazardous Waste Regulation.

Signature: [Signature]

Consignor Contact Name (Hazardous Waste): [Signature]

Signature: [Signature]

Telephone Number: [Signature]

Signature: [Signature]

Page Number: [Signature]

Signature: [Signature]

Date (MM/DD/YYYY): [Signature]

**INSTRUCTIONS:** When the shipment has been completed the Consignee (If received):

- Attaches Copy A to Copy 3 of Manifest and mails to the appropriate authority in the jurisdiction where Consignee is located.
- Attaches copies of Copy 3 to copies of Copy 4 of Manifest and returns to each Carrier.
- Attaches Copy C to Copy 5 of Manifest and retains for 2 years.
- Attaches Copy D to Copy 6 of Manifest and mails to Consignor.

Aut# 126130  
BM83632-2

Downloaded from [www.jstor.org/stable/1400000](http://www.jstor.org/stable/1400000) by University of California, San Diego on Tue, 10 Jun 2014 12:00:00 UTC

The financial department's primary concern is to support and provide environmental legislation. •

On account of the numerous transactions and contracts that legislators make in their public and private lives,

[illegible]

**Manifest Supplement -- Multiple Different Wastes**

**CONDITIONS:**

This form can only be used as an attachment to a HAZARDOUS WASTE MANIFEST under the following conditions:

- (a) There is only one Consignor (Generator) and only one Consignee (Receiver) for all of the waste listed on the referenced manifest and on this form.
- (b) The waste is not a liquid, gas, or sludge.
- (c) There are no additions to or deletions of waste from the manifest after the shipment leaves the consignor's site.
- (d) The waste is not a radioactive material.
- (e) The form must be attached to the Reference Manifest and must be in the vehicle when the shipment is being transported.

CONSIGNOR:	Shipping Name of Waste	Class	UN No.	Packing Group	Quantity Shipped	Units L/Kg	Packing		Physical State	Quantity Received	Units L/Kg	Identify any Shipment Discrepancy Problems, Attach Addendum if Necessary	Handling Code	Decontamination	
							No.	Codes						Packaging/ Container	Vehicle
Tyrone Corporation	UN 2810 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES
	UN 2811 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES
	UN 2812 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES
	UN 2813 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES
	UN 2814 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES
	UN 2815 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES
	UN 2816 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES
	UN 2817 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES
UN 2818 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES	
UN 2819 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES	
UN 2820 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES	
UN 2821 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES	
UN 2822 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES	
UN 2823 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES	
UN 2824 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES	
UN 2825 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES	
UN 2826 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES	
UN 2827 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES	
UN 2828 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES	
UN 2829 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES	
UN 2830 Solid Disposal	3	1	1	100	100	1	07	1	100	100		01	NO	YES	

I certify the above shipments have been made in compliance with the Hazardous Waste Regulation.

Signature: \_\_\_\_\_

Consignor Printed Name (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Consignee Printed Name (Please Print): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_

Date (YYMMDD): \_\_\_\_\_

**INSTRUCTIONS:** When the shipment has been completed the Consignee (Receiver):

- Attaches Copy A to Copy 3 of Manifest and mails to the appropriate authority in the jurisdiction where Consignee is located.
- Attaches copies of Copy 3 to copies of Copy 4 of Manifest and returns to each Carrier.
- Attaches Copy C to Copy 5 of Manifest and retains for 2 years.
- Attaches Copy D to Copy 6 of Manifest and mails to Consigner.

COPY C (BLUE)

<p>Spoken / Written / Signed</p>	<p>Other / Directions</p>
----------------------------------	---------------------------





11700 KING FISHER

NO#123130

ER Job Control and Resource Log							
Client: RMP		Job:		WO #		Date: Aug 27	
Labour							
Name	Role	Start Time	End Time	ST Hrs	OT/OT Hrs	Total	
TROY KIZMAN	Foreman	0600	2000			14	
JOE LEROUX	Supervisor	0600	2000			14	
TROY GRITEN	Operator	0600	2000			14	
KELLY GOSWITZ	Operator	0600	2000			14	
JUAN GOSWITZ	Operator	0600	2000			14	
PAUL FERGUSON	TECH	0600	2000			14	
JEFF HART	Driver	0600	2000			14	
Mobile Equipment							
EH	UNIT #	EH	Vendor				
14	TR281		Vacuum Truck - Hydroexcavator				
	TR		Vacuum Truck - 3rd Party				
14	PT081		Dump Truck - Tandem				
	PT182		Dump Truck - Tandem & Pony				
	HT		Dump Truck - Tandem & Transfer				
14	HT016		Excavator - 320CL with Operator				
	VT		Backhoe - Rubber Tire 420 Cal				
	MT		Mobilization / Demobilization				
Supplies & Consumables							
Personal Protective Equipment / PPE	Qty	Containment	Qty				
Level-A		Absorbent Pads (VP-H)					
Level-B	23	5' River Boom/Land Boom					
Level-C	1	Venturi 2Cu FL	11				
Level-D		Hazco Bag 11-1	11				
Additional SCBA Bottle	1	Steel Open Head Drum	11				
SABA System		Steel Tight Head Drum	11				
Decontamination System		Poly Tight Head Drum	11				
Instrumentation & Analysis	Qty	Steel Overpack Drum	11				
4 Gas Monitors		Poly Overpack Drum	11				
Ammonia		Overpack Drum Rental	11				
Phosphine		UN Approved Pail 20L with lid	11				
Draeger Pump per use		UN Approved Pail 20L PG 1 with lid	11				
Draeger Colorimetric tubes		Pail 5L with lid	11				
Mercury Vapor Monitoring		Roll Off Bin-Open	11				
Thermometer - Infrared Laser		Roll Off Bin-Sealed	11				
Resistance Meter		Drum Lines	11				
Photo Ionization Detector		4 Mil Poly 20"x100"	11				
Radiation Meter		Rags - 30lb bag	11				
HazMat Identification Test		Other (list)	11				
Equipment Packages	Qty	Reagents & Miscellaneous	Qty				
AOD 1" Aluminum/Steel		Soda Ash Dense					
AOD 1" Chemical Transfer		Citric Acid					
AOD 2" Chemical Transfer		Degreaser - 4L					
AOD 3" Aluminum/Steel		Degreaser - 20L					
Electric Transfer Pump		Overnight Charge (out of town work)					
Pressure Washer 3000psi		Food & Fluids (per worker/hr)	7				
Submersible Pump 2"		Hazardous Waste Manifest	1				
Trash Pump 2"		Activation Fee					
Supervisor:		Return to Base:					

\*\* Supervisor must complete and submit job log to WS Administrator by the next working day upon job completion

Mobile Equipment	Quantity
Site Office Trailer	
Cargo Trailers	
Vacuum Trailer	
Forklift 5500LB	
Genie Lift S20	
Scissor Lift 19Ft	
Personal Protective Equipment	
Level-A Suit	
Level-B Suit	
Level-C Suit	
Bunker Gear - per person per shift	
Chem Tape	
Nitrile gloves (long) - pair	
Nitrile gloves (wrist) - box	
PVC Gloves	
Leather Gloves	
Lutux Yellow Boot	
Rubber Disposal PVC, CSA	
Full face respirator	
OVP100 Defender Cartridges (Pair)	
Mercury respiratory cartridges	
Fluid Transfer Equipment	
Suction Hose 2" (20Ft)	
Suction Hose 3" (20Ft)	
Discharge Hose 2" (20Ft)	
Discharge Hose 3" (20Ft)	
Suction Hose Acid Resistant 2" (20Ft)	
Discharge Hose Acid Resistant 2" (20Ft)	
Hand Pump 6 GPM (Disposable)	2
Specialty Equipment	
Cylinder Capping "A" Kit (Rental)	
Tanner Capping Kit "B" (Rental)	
Chlorine Capping "C" Kit	
Salvage Cylinder	
Dome Clamps	
Bonding and Grounding Kit	
HEPA Vacuums	
Industrial Vacuum Unit	
Mercury Spill Kits	
Mercury Vacuum	
Mercury Wipes	
Mercury Solution	
Pneumatic Equipment	
Rollover Kit	
Compressor	
Airline 50 ft. Sections	
Air Guns	
Air Chisels	
Air Drill	
Hole Saw Kit	
Miscellaneous	
Drum Funnel	
Barrel Harness	
Genzel and Cords	
Exhaust Fans	
Orange Safety Fence (50 ft. roll)	
Halogen Work Light Pods	
Drain Covers (black rubber)	
Epoxy Stick	
Low-Angle rescue package (2 men set)	
Life jackets	
Storage fee per drum per day or equivalent	
Cylinder Storage Charge	

ATTACHMENT 12  
SGT. HSIEH HOUR SUMMARY

Sgt. Hsieh's hours by date relating to the invoice are as follows:

Aug. 24, 2018	4.50
Aug. 25, 2018	15.00
Aug. 26, 2018	13.00
Aug. 27, 2018	<u>6.00</u>
	<u><b>38.50</b></u>

The 38.50 hours only accounts for the billable overtime hours by Sgt. Hsieh as per the cost back sheet. It does not include his regular hours on August 24, 2018 which have not been billed to the Owner.

# ATTACHMENT 13

## RICHMOND FIRE RESCUE Billing for 11780 Kingfisher Drive

August 25, 2018

RIEo6/RIHo6		Time	Base Rate	OTP(1.5)	Total
McMillan	Officer	2	58.41 OTP(1.5)	87.62	175.23
Rende	FF	2	47.87 OTP(1.5)	71.81	143.61
Stewardson	FF	2	47.87 OTP(1.5)	71.81	143.61
Barkley	FF	2	44.27 Reg time	0	88.54

RIQo6		Time	Base Rate	OTP(1.5)	Total
Kelder	Officer	2	58.41 OTP(1.5)	87.62	175.23
		8	58.41 OT2(2.0)	116.82	934.56
Cabatic	FF	2	47.87 OTP(1.5)	71.81	143.61
		8	47.87 OT2(2.0)	95.74	765.92
Dube	FF	2	44.27 OTP(1.5)	66.41	132.81
		8	44.27 OT2(2.0)	88.54	708.32
Tachen	FF	10	44.27 OTP(1.5)	66.41	664.05

August 26, 2018

RIEo6/RIHo6		Time	Base Rate	OTP(1.5)	Total
Tack	Officer	10	58.41 OTP(1.5)	87.62	876.15
Brannen	FF	10	47.87 OTP(1.5)	71.81	718.05
Metzak	FF	10	47.87 OTP(1.5)	71.81	718.05
Dhillon	FF	10	47.87 OTP(1.5)	71.81	718.05

Grand total before taxes & admin	<u>7,105.79</u>
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1,421.16

ATTACHMENT 14



**HENDERSON & LEE**  
Law Corporation  
Barristers & Solicitors

#310 – 4885 Kingsway  
Burnaby, BC V5H 4T2  
T: (604)558-2258  
F: (604)558-4023

August 14, 2019

Our file no. 2386  
Please reply to Cameron Lee  
cameron@hendersonleelaw.com

Legal Department  
City of Richmond  
6911 No. 3 Road  
Richmond, BC V6Y 2C1

Via email: BBurnst@richmond.ca  
and: ACapuccinelloiraci@richmond.ca

WITHOUT PREJUDICE

Attention: Mr. T. Capuccinello Iraci and Mr. Brendan Burns

Dear Sirs:

**Re: Settlement of Invoices**  
**Property: 11780 Kingfisher Dr. , Richmond**  
**Owner: Jing Cong**  
**Appeal of Invoice No. MIS-02579**

Please be advised that Ms. Cameron Lee, barrister and solicitor, is replacing Mr. Alfonso Chen as legal counsel for the Owner of the subject matter. We are writing to discuss the possibility of settling this matter as soon as possible.

We understand that a house fire broke out at the Property due to an illegal drug lab operation on or about 08/24/2018 (the "Incident"). Various departments were involved in the investigation, inspection and clean-up of the Property.

The Owner flew back to Canada immediately after she was advised of the Incident. She actively cooperated with the clean-up and, by the end of 2018, paid approximately \$72,500 for the retained services.

In or around the middle of 2019, the Owner was surprised in receiving four outstanding invoices from the City:

1. Invoice No: FIR-02808 of safety inspection dated 09/12/2018 for the amount of \$4,200;
2. Invoice No: FOR-03489 of Grow-up Cleanup dated 07/25/2019 for the amount of \$8,526.95;
3. Invoice No: MIS-01739 of safety review dated 09/28/2018 for the amount of \$3,277.67;

W: [www.hendersonleelaw.com](http://www.hendersonleelaw.com)

E: [alfonso@hendersonleelaw.com](mailto:alfonso@hendersonleelaw.com)

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To: City of Richmond  
Date: August 14, 2019  
Page 2 of 2



4. Invoice No: MIS-02579 of Grow-up Cleanup dated 16/05/2019 for the amount of \$67,524.44, being the total of \$24,243.27 from RCMP and \$32,027.10 from Tervita.

The total amount of outstanding balance is \$83,529.06 (the "Balance"). In addition, the Owner has been advised that there are, possibly, other invoices yet to come.

Most recently, the Fire Department informed the Owner to demolish the Property without delay because of its hazard nature. At the same time, the City informed the Owner that a permit to demolition will not be issued before the Balance is paid off.

The Owner is devastated.

The Owner has no income in Canada except the rental income originally generated from the Property. After the Incident, she has used up her personal saving to pay the clean-up work. The Owner had never expected the Incident and had not planned for the costs after the Incident.

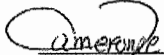
The Owner has no other financial means to pay off the Balance and other fees such as interests, fines, and potential speculative tax.

After her discussion with us, she instructed us to propose one lump sum payment of \$10,000 to the City with the hope that the City may forgive the rest of the Balance and make the issuance of Permit possible.

Please kindly advise the undersigned whether settlement is an option for the Owner under the circumstances. If it is available, whether the City is willing to set up a face-to-face meeting with the undersigned to discuss the details of the settlement proposal, the counter-offer, and the terms and conditions of the settlement. We believe the Owner is open to a payment plan over a reasonable period of time as well.

We appreciate your attention to this letter and look forward to hearing from you.

Yours truly,  
**Henderson & Lee Law Corporation**

  
Cameron Lee  
Barrister & Solicitor

W: [www.hendersonleelaw.com](http://www.hendersonleelaw.com)

E: [alfonso@hendersonleelaw.com](mailto:alfonso@hendersonleelaw.com)

**Service Fees Imposed under Property Maintenance and Repair  
Bylaw No. 7897**

Date: Monday, October 28, 2019

Time: 4:00pm

Place: Anderson Room, Richmond City Hall  
6911 No. 3 Road

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**RECORD OF APPEAL**

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Property: 11780 Kingfisher Drive, Richmond  
Owner: Jing Cong  
Counsel: Cameron Lee  
Henderson & Lee Law Corporation  
Address: Unit 310 – 4885 Kingsway  
Burnaby, BC V5H 4M2  
Telephone: 604-558-2258



## INDEX

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Part D	ANALYSIS	.....P. 8 - 11
Part E	SUPPORTING DOCUMENTS	.....P. 12 -

## **PART A SUMMARY OF GROUNDS FOR APPEAL AND PROPOSAL F SOLUTION**

The Owner does not dispute the decision made by the City that the Property was used by sub-tenant in illegal activities and agrees that the City was act within the parameter of its power in making such decision.

In this appeal, however, the Owner would argue that amount of service fee invoiced by the City, as show on the RCMP Invoice and the Fire Hall Invoice, particularly the RCMP Invoice No. MIS-02579 is punitive, unfair, arbitrary and lack of transparency.

In addition, the Owner would argue that the City shall take into consideration of the following factors in assessing the service fee:

1. That the Owner had no fault in the illegal activity;
2. That the Owner has acted diligently in preventing the illegal activities;
3. That the Owner has complied to all the requirement under the Bylaw since receiving the Contravene Notice from the City;
4. That the Owner's right and opportunity in obtaining legal advice and due diligence research before retaining a third party private cleaning company was lost as the result of the city staff's failure to provide sufficient Bylaw notice to the Owner; and
5. That the insufficient notice let the Owner entered into an agreement under undue influence, duress and therefore unconscionable.

Based on these reasons, which I will elaborate on more details in my submission later, we believe the City shall offer a reasonable and practical solution to help the Owner move on with her life after this misfortunate event.

The Owner has paid approximately \$80,000 out of the pocket, plus legal fee to clean up the Property pursuant to the Bylaw. The remain outstanding balance owed to the City is \$76,051.39. This make the grant total for clean-up to approximately \$160,000, being 10% of the current FMV of the Property, which, in our opinion, is very unreasonable.

*Marked as 1-5 & 1-6 and provided under Part E are the 2018 & 2019 Notice of Assessment of the Property.*

We plead to the City to grant a release of the fee recoverable from the Owner down to \$20,000 or \$30,000, with \$2,500 cash up front. This would make the grant total for clean-up to \$100,000 and make it possible for the Owner to make necessary financial arrangement, including borrowing loans from private lenders.

Of course, as the Owner currently still has a monthly mortgage payment of close to \$8,000 and need have extra funds for demolishing and construction permits, we hereby respectfully request the City to allow the Owner to make periodic payment of \$500 / month for two to three year period.

## PART B BACKGROUND

1. The Owner purchased the subject **Property** in or about October of 2017 as her primary residence. A mortgage was granted by the Canadian Imperial Bank of Commerce and was registered against the title of the Property.

*Marked as 1-1 and provided under Part E is a copy of the Title Search Report.*

2. In or about June 2018, the Owner planned to return China for some personal matters. Prior to the departure, the Owner entered a standard residential Lease Agreement (the "**Lease**") with the then tenant with a fixed term of one year, commencing July 1<sup>st</sup> of 2018.

*Marked as 1-2 and provided under Party E is a copy of the Lease.*

3. Together with the Lease, the Owner particularly entered an **Addendum** with the then tenant with the following terms:

- 1) Paragraph 4): "No illegal substances or activities are to be grown/found in or on the Property. The owner / property manager has the right to enter the property every month to ensure this term is upheld. ", and
- 2) Paragraph 5): "Any change in tenant(s) must be notified to the property manager and approved by the owner".

*Marked as 4-1 and provided under Party E is a copy of the Addendum.*

4. On August 28, 2018, the Owner learned that the RCMP of Richmond had busted a grow-op in the Property on or about August 26, 2018 and that as the Owner, she is informed of her responsible for cleaning-up (the "**Contravene Notice**"). However, she was not given the Schedule B 14-days notice required under the subject Bylaw.

*Marked as 2-1 and provided under Part E is a copy of the Contravene Notice.*

5. The Owner immediately put down her personal matters and purchased the first flight available to return and deal with this matter on September 8, 2018.

*Marked as 4-2 and provided under Part E is a copy of the Flight Ticket Booking Record.*

6. The Owner met with the City officer from RCMP twice immediately after her arrival: September 8, and September 12 of 2018.
7. On September 12, 2018, at the second meeting, the City officers from RCMP and the Fire Department delivered a **Clean-up Notice**, written in Chinese, wherein require her to retain a professional cleaning company and start the cleaning-up work within 24 hours.

*Marked as 2.2 and provided under Part E is copy of the Clean-up Notice.*

8. The Owner was very stressed after reading the Clean-up Notice because she did not know how to find and retain a professional cleaning company and commence the cleaning-up work in one day.
9. As the Owner has very limited understanding of English, she pleaded to the City officers to let her son join her at the meeting to assist her. The request was denied flatly.
10. At that specific moment, one of the city staff provided the contact information of Genesis Restorations Ltd. of Surrey as the professional cleaning company.

*Marked as 2.3 and provided under Part E is a copy of the note written by the city staff.*

11. In order to avoid any unwanted consequences for failing to commence the cleaning-up within 24 hours, the Owner contacted Genesis and entered the Service Agreement immediately, with no opportunity of seeking legal advice or conducting due diligent market research.

*Marked as 1-3 and 1-4 and provided under Part E is a copy of the Service Agreement.*

12. Pursuant to the Service Agreement, the Owner paid a total of \$65,735.00 to Genesis for Initial Analysis, Environmental Opinion Letter, Sample Analysis Report, and Asbestos Removal services. The Owner had no time to research or investigate the necessity and reasonableness with respect to the services she paid for.

*Marked as 3-2, 3-4, 3-5 and 3-6 and provided under Part E are the copies of the Genesis Invoices.*

*Marked as 4-5, 4-7, 4-10 and provided under Part E are the copies of the Genesis services.*

13. In addition, on November 19, 2018, the Owner paid a total of \$7,477.67 to the City for the Inspection and Boarding-up Services.

*Marked as 3-1 and 3-3 and provided under Part E are the copies of the City Invoices.*

14. In or about May 2019, the Owner received the City Invoice 02579 with a balance of \$67,524.44 service fees of RCMP (the "RCMP Invoice").

*Marked as 3-7 and provided under Part E is the copy of the RCMP Invoice.*

15. The Owner was startled by the time and the amount of the RCMP Invoice and immediately contacted the City and inquired about the details of the RCMP Invoice. The City did not provide timely response.
16. On June 11, 2019, the Owner had no choice but retained the Solicitor to contact, with respect to her disputing of the amount of the RCMP Invoice.
17. On June 14, 2019, the Owner, the Solicitor, issued the Owner's formal notice of appeal to the City regarding the RCMP Invoice.

*Marked as 4-11 and provided under Part E is the copy of the Letter dated 2019/06/14.*

18. From June to August 2019, the Solicitor sent multiple written demands to the City, for complete, detailed, and transparent disclosure with respect to the RCMP Invoice. These do not include the informal written requests emailed by the Solicitor to the City.

*Marked as **4-12, 4-13, 4-15, 4-16** and provided under Part E are the copy of the Letter to the City dated 2019/07/05, 2019/07/12, 2019/08/03 and 2019/08/07.*

19. During the midst of the Solicitor's inquiring for disclosure, the City provided another Invoice # City Invoice # FOR-03489 from the Fair Hall and in the amount of \$8,526.95 (the "**Fire Hall Invoice**") to the Owner, and a Memo provided by the RCMP dated July 17, 2019 (the "**Operation Memo**") regarding the RCMP's billing and operation happened one year ago.

*Marked as **3-8, 2-8** and provided under Part E is the copy of the Fire Hall Invoice.*

*Marked as **2-7** and provided under Part E is the copy of the Operation Memo.*

20. The complete RCMP Invoice and supporting documents were received by the Owner on August 12, 2019.

*Marked as **2-9** and provided under Part E is the copy of the RCMP Invoice.*

## PART C LAW AND LEGAL PRINCIPLES

We are mindful that this is not a judicial review. Therefore, here below, we only provide succinct brief of the legal principles with respect to the decisions made by the City or city staff.

1. The *Judicial Review Procedure Act* provides that Judicial Review permits the court to review decisions of not only city councils, but also city staff that have been delegated the power to make administrative decisions. A decision may be set aside on a variety of grounds, most in common include unreasonableness; failure to comply with procedural requirements; and breach of the rules of procedural fairness.

*Marked as 5-1 and provided under Part E is a copy of the Procedure.*

2. In *Catalyst Paper Corporation v. North Cowichan (District)*, the Court explained that the rationale for an unreasonableness review is ... that local governments' discretion in exercising those powers that have been delegated to them by the legislature is not unfettered, and the delegating legislator is presumed to intend that the authority be exercised in a reasonable manner."

*Marked as 5-2 and provided under Part E is a copy of the case.*

3. In *Dunsmuir*, SCC sets out the test for reasonableness be concerned mostly with the existence of justification, transparency and intelligibility within the decision-making process.

*Marked as 5-3 and provided under Part E is a copy of the case.*

4. In *Roncarelli v. Duplessis*, the court says: in public regulation ... there is no such thing as absolute and untrammelled "discretion" ... in addition to ensuring that decisions are lawful, reasonable, and fair, there is another simple way for municipalities to avoid litigation: being open and transparent. Lack of transparency and courtesy towards the public often lies at the heart of municipal litigation and can tip the balance in favour of setting aside a decision.

*Marked as 5-4 and provided under Part E is a copy of the case.*

5. In *London (City) v. RSJ Holdings Ltd.*, the court says when a local government acts with secrecy "it undermines the democratic legitimacy of its decision, and such decisions, even when intra vires, are less worthy of deference".

*Marked as 5-5 and provided under Part E is a copy of the case.*

## PART D ANALYSIS

1. The facts and the supporting documents show that the Owner has been in compliance with the Bylaw before, during and after the Grow-op clean-up. She has no fault in dealing either the grow-up or the clean-up. Instead, she has taken reasonable care and very diligent efforts all through this process.

- 1) The Owner specifically prepared the Addendum to prevent the illegal activities of the tenant and to prohibit unauthorized sub-let. The documents show that the time between the Owner entered the Lease to the Grow-up was only less than 2 months.

Therefore, the Owner did not contravene to Section 1.3.1 of the Bylaw.

- 2) The Owner returned to the City immediately after was informed the Bylaw breach. She followed the City's instruction and requirement and paid total up to \$80,000 for the Clean-up, including City Safety Review fee \$3,277.67, Safety Inspection Fee \$4,200, and Professional Clean-up Fee \$72,500 of which she believed was paid for the City's professional clean-up.

Therefore, the Owner has been and is still trying to diligently in comply to Section 1.3.2 of the Bylaw. Also, the Owner has done her best and exhausted her financial means to pay the service fee under Section 3.1.1 of the Bylaw.

2. Both the conducts of the City staff and the service fee charged are unreasonable.

- 1) The Clean-up Notice given to the Owner is insufficient and unreasonable. It was impossible for any reasonable person to act within 24 hours to find a competent professional cleaning company, discuss the scope of the service, negotiate the rate of the services and to seek legal opinion about the fairness of the Service Agreement.

Marked as 1-7 and provided under Part E is a copy of the Google Search result. It shows that the Owner will have the opportunity to inquire and compare different service providers before she entered the Service Agreement with only one recommended by the city staff.

When comparing the terms drafted by Genesis in its Service Agreement, we found out that the legal rights and obligations imposed to the parties are largely unbalanced. Generally, in law or in practice, a private business is obligated to call special attention of the consumer for such terms. Also, any prudent consumer will seek for legal advice before accept those terms. It was not the option for the Owner here.

Therefore, the Owner was not given sufficient time to understand the Bylaw requirement and the service process before she signed the Agreement. There is reason for Section 2.1.1 of the Bylaw provides a fourteen days notice, the city staff did not comply with the Bylaw in exercise their power.

Furthermore, the Owner had no opportunity to exercise her option pursuant to Bylaw Section 3.1.1 after she received the Contravene Notice from the City and before she received the Clean-up Notice.

- 2) The Operation Report provided by RCMP is beyond the comprehension of the Owner, or any reasonable person as a matter of fact of how RCMP officers invoice payors for their work.

The Memo prepared by Sgt. Gene Hsieh was one year later than the actual operation. It is hardly convincing with respect of its accuracy, particularly considering Sgt. Gene Hsieh obviously has had very busy working schedule in general.

According to the Operation Report, Mr. Gene Hsieh worked an average of 20.25 hours / day for four continuous days; Mr. Derek Fraser and Ms. Darcy Mccaiter worked an average of 18.75 hours / day; EDN CIAN TEAM consisted of Constables Romanko, McNeil, Westwick and Fisher - total billed hours for all four include 84 hours for overtime hours at double pay rate.

Given example of Mr. Hsieh has total billable hours of  $74.25 + 24 = 98.25 / 3 D = 33 H / D$ . Assuming that he slept for only 7 hours and had about 1 hour of travel time in total outside of work daily, then he would have spent an average of 16 hours per day, meaning that he spent in total 3 hours for regular hours, 5.5 hours for overtime hours at 1.5 pay rate and 16 hours for overtime hours at double pay rate. The total billable hours would be 43.25 hours for a total of \$1793.15 instead of \$3078.41.

We should make the same assumptions as above (Assuming each slept for only 7 hours and had 1 hour of travel time in total outside of work, then) and then, each would have spent an average of 16 hours per day, meaning that each spent in total 3 hours for regular hours, 0 hours for overtime hours at 1.5 pay rate and 16 hours for overtime hours at double pay rate. The total billable hours would be 35 hours for a total of \$1451.10 per person instead of \$2238.84 per person.

On average, they worked 21 hours of overtime over four continuous days and 17.25 hours per day. Assuming each slept for only 7 hours and had 1 hour of travel time in total outside of work, then each would have spent an average of 16 hours per day, meaning that each spent in total 0 hours for regular hours, 4 hours for overtime hours at 1.5 pay rate and 16 hours for overtime hours at double pay rate. The total billable hours would be 38 hours for a total of \$1567.88 per person. The total of the four people should be closer to \$6271.52 instead of \$7674.36.

- 3) Schedule D of Bylaw does not provide sufficient information for any reasonable person to understand, assess, and determine whether the service charges on the Teriva Invoice are reasonable.

It seems to us, if a payor wishes to understand, assess and determine the reasonableness of Teriva Invoice, she or he would have to hire an expert. Any payor that with no means to retain an expert will certainly has to accept the charges, no matter how arbitrary it is.

The time of the Teriva Invoice is another problem. The Owner, or any reasonable person, before hire a third party professional clean-up, wants to figure out what information he or she could provide to the professional clean-up company to determine the scope of service, will be impossible, because he or she won't receive a complete Invoice within 12 month period, and yet, the city bylaw requires the Owner to have the clean-up started within 14 days.

- 4) The RCMP Invoice charged 20% administration Charge is unjustified.
3. The process of the invoice and the charges to the Owner are punitive in nature.
    - 1) According to Section 7.1 of the Bylaw, if an owner or occupier of a parcel fails to comply with a requirement of the City under this bylaw or another safety enactment, the City, within the time specified in the order or notice, may enter on the parcel and take such action as may be required to



correct the default, including to remediate the parcel or to have the parcel attain a standard specified in any safety enactment, at the expenses of the owner or occupier who has failed to comply, and may recover the costs incurred as debt.

The wording of this section is very clear, the condition for the city to recover costs incurred from the Owner for the costs and expenses incurred by the City to correct the default or remediate the parcel is that either the Owner has default or failed to do so within the time specified in the notice.

The Owner did not receive a notice, specifying a timeline, and when she received a notice with a timeline, 24 hours, she complied immediately without failure.

Why the city's charges become her debt?

- 2) The City applies double standard to punish the Owner for Bylaw contravene that she had no fault at all.

According to the Bylaw, when the City requires a citizen to act, the process time is generally very short.

Section 1.3.2 of the Bylaw requires *"every owner of residential premises or other building that is subject to a tenancy agreement who has knowledge of a contravention of this bylaw, in relation to the residential premises or other building, must: (a) within 48 hours of the discovery of the contravention, deliver written notice to the City of the particulars of the contravention; ... "*

Schedule B ... *the by law requires that within 14 days, all .... We enclose a copy of the bylaw for your reference. If you have any questions concerning the regulations in the bylaw, please call the City's Business Licensing, Permits and Bylaws Department at ....*

Section 1.3.1 *Every owner of residential premises or other building that is subject to a tenancy agreement must inspect such residential premises or other building at least once every three months to ascertain whether this bylaw has been contravened.*

Section 3.1.2 *Every person required to pay any fee or service fee under this bylaw may within 30 days of receipt of an invoice demanding payment, appeal the amount of the invoice by notifying the Director, City Clerk's office in Writing ...*

Section 7.2 *If the owner has failed to pay the cost to the City incurred under section 7.1 before the 31<sup>st</sup> day of Dec. in the year that the corrective action was taken, the service costs must be added to and form part of the taxes payable on the property as taxes in arrears.*

The city invoiced the Owner 6-9 month after the incident and the justification of the billing was provided by RCMP one year after the incident.

4. The service fees charged by the City lack of transparency.

- 1) Section 6.1 of the Bylaw defines Professional Cleaner as *"an individual or corporation that is experienced and qualified in removing contaminants from buildings and is licensed to carry on business in the City."*

How to interpret the “contaminants”, “experienced”, “qualified”, “licensed”, “business”? No wonder the Owner believes she has no choice but to retain Genesis because it was only one recommended by the city staff.

- 2) Section 6.1 of the Bylaw defines Service Costs as “*all direct and indirect costs incurred: ...*”

How to interpret “indirect costs”? Are the officers show on the Operation Report, without specific tasks, indirect costs? Were they shadowing other officers? Were their services reasonably retained in the circumstances? Nobody knows. It is just up to the city staff or RCMP to interpret.

- 3) What is the process of preparing the Operation Report, or cost back sheet?

It was in increments of half-hours. They may have been good-faith, though inaccurate, estimates based on a general recollection. However, that is inadequate and lack of transparency. If no reliable record exists of the exact time spent on the matter and what was done in that time, then there is no explanation for why the City is claiming the RCMP costs from the Owner.

- 4) Section 6.1 of the Bylaw defines Service Costs as “*any and all direct and indirect costs incurred: ... and (h) as the result of the analysis of the materials found at the property and the health and safety conditions at the parcel, all of which are determined in accordance with Schedule D of this bylaw.*”

And in Schedule D B. it provides: “*Equipment Fire Truck \$300/hr or part; Replacement of Equipment by Exposure to contaminants – cost to city; Replacement of Consumable Equipment – cost to city; Analysis and Tests of materials or Conditions found at the Property – cost to city*”.

What is the meaning of “cost to City”? Does it refer to third party service providers that contracted by the city? If it is, should the person who pays for those costs entitled to exam the terms of the contract, the charge rate, the scope of service, and accuracy of the invoice? Will the City act for the best interest of the Owner when the City receives the invoices? If the City is recovering the costs as debt, should at least the debtor have the opportunity to exam how the debt was calculated?

From the documents we received from the City upon the Owner’s request, we are able to reach the conclusion that neither the Bylaw itself nor the City is able to provide answer these questions, with certainty regarding both the charging process and billing amount.

**PART E SUPPORTING DOCUMENTS**

NO.	DOCUMENTS	Originated Date	Obtained Date
<b>Part I. Records of purchasing, managing, and cleaning-up the Property</b>			
1-1	Title Search Report	2017/10/20	2019/09/30
1-2	Lease Agreement	2017/07/01	
1-3	Service Agreement	2018/09/14	
1-4	Service Agreement	2018/11/09	
1-5	2018 Notice of Assessment		2019/09/30
1-6	2019 Notice of Assessment		2019/09/30
1-7	Google search re asbestos removal service professionals in BC		2019/09/30
<b>Part II. Notices and documents provided by the City to the Owner</b>			
2-1	Notice of Contravene	2018/08/28	2018/09/12
2-2	Notice of Cleaning-up		2018/09/12
2-3	Contact of Genesis Restoration provided by the City officer	2018/09/12	2018/09/12
2-4	Incomplete Tervita Invoice		2019/06/18
2-5	Email from City solicitor	2019/07/16	2019/07/16
2-6	Memo provided by RCMP	2019/09/17	2019/08/12
2-7	Operation Report provided by RCMP	2018/09/07	2019/08/12
2-8	Richmond Fire Rescue Break Down	2018/08/25	2019/08/12
2-9	Complete Invoice of Tervita	2018/10/10	2019/08/12
<b>Part III. Invoices received by the Owner</b>			
3-1	City Invoice # FIR2808 - \$4,200	2018/09/12	2018/11
3-2	Genesis Invoice #14697 - \$18,375	2018/09/27	2018/11
3-3	City Invoice # MIS-01739 - \$3,277.67	2018/09/28	2018/11
3-4	Genesis Invoice - \$23,500	2018/11/15	2018/12
3-5	Genesis Invoice #14777 - \$21,032.45	2018/12/31	2018/12
3-6	Genesis Invoice #14778 - \$2,467.55	2018/12/31	2018/12
3-7	City Invoice # MIS-02579 - \$67,524.44	2019/05/16	2019/05
3-8	City Invoice # FOR-03489 - \$8,526.95	2019/07/25	2019/07
<b>Part IV. Records of the Owner's compliance with the Bylaws</b>			
4-1	Addendum to Lease Agreement	2017/07/01	
4-2	Flight Ticket Record	2018/09/08	
4-3	Payment of Inspection Fee	2018/11	
4-4	Payment for Environment Opinion Letter	2018/09/19	
4-5	Environment Opinion Letter	2018/10/05	
4-6	Payment for Sample Analysis Report	2018/09/19	

4-7	Sample Analysis Report	2018/10/11	
4-8	Invoice of Board-up Fee	2018/11	
4-9	Payment for Asbestos Removal	2018/12/31	
4-10	Asbestos Removal Certificate	2018/12/31	
4-11	Letter to the City	2019/06/14	
4-12	Letter to the City	2019/07/05	
4-13	Letter to the City	2019/07/12	
4-14	Email re Demolishing	2019/07/22	
4-15	Email to the City solicitor	2019/08/03	
4-16	Letter to the City	2019/08/07	
<b>Part V. Law and Cases regarding city and city staff'</b>			
5-1	JUDICIAL REVIEW PROCEDURE ACT [RSBC 1996] CHAPTER 241	1996	
5-2	Catalyst Paper Corp. v. North Cowichan (District), [2012] S.C.J. No. 2	2012	
5-3	Dunsmuir v. New Brunswick, [2008] S.C.J. No. 9	2008	
5-4	Roncarelli v. Duplessis, [1959] S.C.R. 121	1959	
5-5	London (City) v. RSJ Holdings Inc., [2007] 2 S.C.R. 588	2007	

**Part I. Records of purchasing, managing, and cleaning-up the Property**

1-1	Title Search Report	2017/10/20	2019/09/30
1-2	Lease Agreement	2017/07/01	
1-3	Service Agreement	2018/09/14	
1-4	Service Agreement	2018/11/09	
1-5	2018 Notice of Assessment		2019/09/30
1-6	2019 Notice of Assessment		2019/09/30
1-7	Google search re asbestos removal service professionals in BC		2019/09/30

1-1

**TITLE SEARCH PRINT**

File Reference: 2386  
Declared Value \$1820000

2019-09-30, 10:18:22  
Requestor: Cherry Tang

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

<b>Land Title District</b> Land Title Office	NEW WESTMINSTER NEW WESTMINSTER
<b>Title Number</b> From Title Number	CA6384549 BF48448
<b>Application Received</b>	2017-10-20
<b>Application Entered</b>	2017-10-24
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	JING CONG, FINANCIAL PLANNER 11780 KINGFISHER DRIVE RICHMOND, BC V7E 3N7
<b>Taxation Authority</b>	Richmond, City of
<b>Description of Land</b> Parcel Identifier: Legal Description:	001-039-032 LOT 139 SECTION 1 BLOCK 3 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT PLAN 43326
<b>Legal Notations</b>	NONE
<b>Charges, Liens and Interests</b> Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	UNDERSURFACE RIGHTS 69017C 1931-06-22 10:00 JAMES ARCHIBALD MCKINNEY INTER ALIA SEE 95981E
Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	STATUTORY RIGHT OF WAY H121366 1972-11-24 12:33 TOWNSHIP OF RICHMOND INTER ALIA ANCILLARY RIGHTS

**TITLE SEARCH PRINT**

File Reference: 2386

Declared Value \$1820000

2019-09-30, 10:18:22

Requestor: Cherry Tang

Nature:	MORTGAGE
Registration Number:	CA6384550
Registration Date and Time:	2017-10-20 09:40
Registered Owner:	CANADIAN IMPERIAL BANK OF COMMERCE

**Duplicate Indefeasible Title**

NONE OUTSTANDING

**Transfers**

NONE

**Pending Applications**

NONE



Office of Housing and  
Construction Standards

1-2

# Residential Tenancy Agreement

## Important Notes:

#RTB-1

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the Residential Tenancy Act (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this agreement form. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement.

The words **tenant** and **landlord** in this tenancy agreement have the same meaning as in the Residential Tenancy Act (RTA), and the singular of these words includes the plural. In this tenancy agreement, the words **residential property** have the same meaning as in the RTA. **Residential property** means a building, a part of a building or related group of buildings, in which one or more rental units or common areas are located; the parcel or parcels on which the building, related group of buildings or common areas are located; the rental unit and common areas and any other structure located on the parcel or parcels.

**HOW TO COMPLETE THIS FORM ELECTRONICALLY:** If you are accessing this agreement form from the B.C. Government Web site, it can be printed and completed by hand (*print clearly, using dark ink*) or filled out while at the computer workstation—simply type your responses in the boxes. If you cannot complete all the sections at the computer right away, you can print off what you have completed and fill in the remaining fields by hand. Note, you **cannot save** the completed form to your computer, therefore, after you complete the form, make sure you review the form for accuracy and print the number of copies you require **before** you leave the document or shut down the program/computer.

IF ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (#RTB-26)

RTB-26 used & attached: ☐

## RESIDENTIAL TENANCY AGREEMENT between: (use full, correct legal names)

the LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

CONG	Jing
last name	first and middle name(s)
last name	first and middle name(s)

and the TENANT(S):

HSU	Chanel 778-325-5588
last name	first and middle name(s)
last name	first and middle name(s)

ADDRESS OF PLACE BEING RENTED TO TENANT(S) (called the 'rental unit' in this agreement):

	11780 Kingfisher Dr	Richmond	B.C.	V7E 3N7
unit	address	city	province	postal code

ADDRESS FOR SERVICE of the ☐ landlord ☒ landlord's agent:

	7547 Cambie St	Vancouver	BC	V6P 3H6
unit	address	city	province	postal code

604	671-7723			angan@auttom.com
daytime phone number	other phone number			fax number for service



### 1. APPLICATION OF THE RESIDENTIAL TENANCY ACT

- 1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Residential Tenancy Act or a regulation made under that Act, or any standard terms. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.
- 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- 3) The requirement for agreement under subsection (2) does not apply to:
  - a) a rent increase given in accordance with the Residential Tenancy Act,
  - b) a withdrawal of, or a restriction on, a service or facility in accordance with the Residential Tenancy Act, or
  - c) a term in respect of which a landlord or tenant has obtained a dispute resolution officer's order that the agreement of the other is not required.

### 2. LENGTH OF TENANCY (please fill in the dates and times in the spaces provided)

This tenancy starts on: 1<sup>st</sup> July 2018  
day month year

Length of tenancy: (please check a, b or c and provide additional information as requested)

This tenancy is:

☐ a) on a month-to-month basis

☒ b) for a fixed length of time: one year ending on: 30<sup>th</sup> June 2019  
length of time day month year

At the end of this fixed length of time: (please check one option, i or ii)

☐ i) the tenancy may continue on a month-to-month basis or another fixed length of time

☒ ii) the tenancy ends and the tenant must move out of the residential unit

If you choose this option, both the landlord and tenant must initial in the boxes to the right.

Landlord's Initials	Tenant's Initials
AN	CH

☐ c) other periodic tenancy as indicated below:

☐ weekly ☐ bi-weekly ☐ other:

### 3. RENT (please fill in the information in the spaces provided)

a) Payment of Rent:

The tenant will pay the rent of \$ 2500 each (check one) ☐ day ☐ week ☒ month to the landlord on the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, ..., 31st) 1<sup>st</sup> day of each (check one) ☐ day ☐ week ☐ month subject to rent increases given in accordance with the RTA.

The tenant must pay the rent on time. If the rent is late, the landlord may issue a Notice to End Tenancy to the tenant, which may take effect not earlier than 10 days after the date the notice is given.

b) What is included in the rent: (Check only those that are included and provide additional information, if needed.)

The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement.

- |   |  |  |  |
|---|--|--|--|
| <input checked="" type="checkbox"/> Water   | <input checked="" type="checkbox"/> Stove and Oven | <input checked="" type="checkbox"/> Window Coverings | <input type="checkbox"/> Storage   |
| <input type="checkbox"/> Electricity  | <input type="checkbox"/> Dishwasher                | <input type="checkbox"/> Cablevision                 | <input type="checkbox"/> Garbage Collection  |
| <input type="checkbox"/> Heat   | <input checked="" type="checkbox"/> Refrigerator   | <input checked="" type="checkbox"/> Laundry (free)   | <input type="checkbox"/> Parking for <span style="border: 1px solid black; padding: 0 5px;">one</span> vehicle(s)  |
| <input type="checkbox"/> Furniture  | <input checked="" type="checkbox"/> Carpets        | <input type="checkbox"/> Sheets and Towels           | <input type="checkbox"/> Other: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span> |
| <input type="checkbox"/> Additional Information: <span style="border: 1px solid black; display: inline-block; width: 300px; height: 1.2em; vertical-align: middle;"></span> |  |  |  |

#### 4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

##### A. Security Deposits

The tenant is required to pay a security deposit of \$

1,250

by

29<sup>th</sup>

day

June

month

2018

year

##### B. Pet Damage Deposit ☒ not applicable

The tenant is required to pay a pet damage deposit of \$

by

day

month

year

##### 1) The landlord agrees

- that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
- to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and
- to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
  - the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
  - the landlord applies for dispute resolution under the Residential Tenancy Act within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.

##### 2) The 15 day period starts on the later of

- the date the tenancy ends, or
- the date the landlord receives the tenant's forwarding address in writing.

##### 3) If a landlord does not comply with subsection (1), the landlord

- may not make a claim against the security deposit or pet damage deposit, and
- must pay the tenant double the amount of the security deposit, pet damage deposit, or both.

##### 4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

#### 5. PETS

Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the Guide Animal Act.

#### 6. CONDITION INSPECTIONS

- In accordance with sections 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [condition inspections], the landlord and tenant must inspect the condition of the rental unit together
  - when the tenant is entitled to possession,
  - when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
  - at the end of the tenancy.
- The landlord and tenant may agree on a different day for the condition inspection.
- The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the Residential Tenancy Act [consequences if report requirements not met].

#### 7. PAYMENT OF RENT

- The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.
- The landlord must give the tenant a receipt for rent paid in cash.
- The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

## 8. RENT INCREASE

- 1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy Office or Service BC-Government Agent Office.
- 2) A landlord must give a tenant 3 whole months notice, in writing, of a rent increase. [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- 3) The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy Branch for assistance.
- 4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy Branch.

## 9. ASSIGN OR SUBLET

- 1) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this tenancy agreement is for a fixed length of 6 months or more, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
- 2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution under the Residential Tenancy Act.

## 10. REPAIRS

- 1) Landlord's obligations:
  - a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
  - b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may

seek a dispute resolution officer's order under the Residential Tenancy Act for the completion and costs of the repair.

### 2) Tenant's obligations:

- a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.
- b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary order through dispute resolution under the Residential Tenancy Act for the cost of repairs, serve a notice to end a tenancy, or both.

### 3) Emergency Repairs:

- a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
- b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.
- c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.
- d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing
  - i) major leaks in pipes or the roof,
  - ii) damaged or blocked water or sewer pipes or plumbing fixtures,
  - iii) the primary heating system,
  - iv) damaged or defective locks that give access to a rental unit, or
  - v) the electrical systems.

## 11. OCCUPANTS AND GUESTS

- 1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
- 2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.
- 3) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved through dispute resolution under the Residential Tenancy Act.

## 12. LOCKS

- 1) The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.
- 2) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- 3) The tenant must not change locks or other means of access to
  - a) common areas of residential property, unless the landlord consents to the change, or
  - b) his or her rental unit, unless the landlord consents in writing to, or a dispute resolution officer has ordered, the change.

## 13. LANDLORD'S ENTRY INTO RENTAL UNIT

- 1) For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.
- 2) The landlord may enter the rental unit only if one of the following applies:
  - a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states
    - i) the purpose for entering, which must be reasonable, and
    - ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
  - b) there is an emergency and the entry is necessary to protect life or property;
  - c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
  - d) the tenant has abandoned the rental unit;
  - e) the landlord has an order of a dispute resolution officer or court saying the landlord may enter the rental unit;

f) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.

- 3) The landlord may inspect the rental unit monthly in accordance with subsection (2) (a).
- 4) If a landlord enters or is likely to enter the rental unit illegally, the tenant may apply for a dispute resolution officer's order under the Residential Tenancy Act, to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the rental unit to the landlord.

## 14. ENDING THE TENANCY

- 1) The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month. [For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]
- 2) This notice must be in writing and must
  - a) include the address of the rental unit,
  - b) include the date the tenancy is to end,
  - c) be signed and dated by the tenant, and
  - d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.
- 3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Residential Tenancy Act.
- 4) The landlord may end the tenancy only for the reasons and only in the manner set out in the Residential Tenancy Act and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy Office.
- 5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
- 6) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

## 15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

## 16. RESOLUTION OF DISPUTES

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the Residential Tenancy Act.

## 17. ADDITIONAL TERMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the Residential Tenancy Act and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.
- c) Attached to this tenancy agreement, there ☒ is ☐ is not an Addendum

If there is an Addendum attached, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum: one

Number of additional terms in the Addendum: 11

By signing this tenancy agreement, the landlord and the tenant are bound by its terms.

LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

CONG Jing  
last name first and middle name(s)  
Signature: [Signature] Date: 6/29/2018 12:37:23 PM PDT

last name first and middle name(s)  
Signature:  Date:

TENANT(S):

Hsu Chanel  
last name first and middle name(s)  
Signature: [Signature] Date: 2018/6/29 下午 12:51:10 PDT

last name first and middle name(s)  
Signature:  Date:

### General Information about Residential Tenancy Agreements

**Important Legal Document** – This tenancy agreement is an important legal document. Keep it in a safe place.

**Additional Terms** – Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement.

**Amendment of the RTA** – The RTA or a regulation made under the RTA, as amended from time to time, take priority over the terms of this tenancy agreement.

**Condition Report** – The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition report. If the landlord allows the tenant to have a pet after the start of the tenancy, an inspection report must be done on the day the tenant starts keeping a pet or on another day mutually agreed to by the landlord and tenant, unless the tenancy started on or after January 1, 2004, and a condition inspection report was completed at that time. A report may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection, and each should keep a copy.

**Change of Landlord** – A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

**Resolution of Disputes** – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancy Branch for clarification of their rights and responsibilities or an intervention. If no agreement is reached, a landlord or a tenant may apply for a dispute resolution to get a decision. Many, but not all, kinds of disagreements can be decided by dispute resolution.

FOR MORE INFORMATION . . . visit our Web site: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

OR call the Residential Tenancy Branch at:

• in the Lower Mainland 604 660-1020 • in Victoria 250 387-1602 • elsewhere in B.C. call toll free: 1 800 665-8779

page 6 of 6 pages

**TENANCY AGREEMENT ADDENDUM**

I, Chanel Hsu, hereby agree to these terms & conditions :

- 1) No parties causing excessive noise on the property. Any noise which causes a complaint to be filed by other tenant(s) on the property or neighbouring properties will be deemed excessive and be in violation of this term.
- 2) Pets & smoking are not allowed.
- 3) A fine of \$50.00 will be applied to the tenant if the rental cheque is bounced.
- 4) No illegal substances or activities are to be grown/found in or on the property. The owner / property manager has the right to enter the property every month to ensure this terms is upheld. 24 hrs. notice is required.
- 5) Permanent occupants will be        people :

---

Any change in tenant(s) must be notified to the property manager and approved by the owner.

- 6) The tenant(s) understands that it is their sole responsibility to purchase tenant content insurance. The owner will not, in any manner, be held liable for any items lost during the tenancy period.
- 7) Tenant is responsible to pay for the move-in and move-out fee if any.
- 8) When the tenant(s) vacates, the carpet and the unit must be cleaned professionally. All debris inside and outside of the property must be removed at the tenant's expense. All appliances must be cleaned and in working order. Deposit will be returned fourteen days after the end of a tenancy if the suite passes a satisfactory final inspection by the property manager and no (utility) bills are deemed outstanding.
- 9) When tenant departs, the tenant has to return all the keys as stated in Page 3 of Condition Inspection Report (CIR). If the tenant fails to do so, the tenant is responsible to pay for the key(s) lost.
- 10) Deposit will be forfeited if the tenant breaks the lease before the lease expired.

If any of the following terms and conditions listed above are violated or not met, the owner reserves the right to deduct deposit(s) and / or terminate the tenancy agreement. When a tenancy agreement has been terminated, the tenant(s) have 30 days to vacate the property accordingly.



Property Manager



Tenant(s)

- Ch
- 11) Tenant agrees to maintain the property, mow the lawn and responsible for repair at her own expenses
- AN



CREATING ORDER FROM CHAOS

#29 -- 19257 Enterprise Way

Surrey B.C. Canada

V3S 6J8

tel: (604) 533-3440 24 Hr.

fax: (604) 533-3426

EXHIBIT B-1

Date Sept 14, 2018

PAGE 1

# **CONTROLLED SUBSTANCE + HAZARDOUS MATERIAL TESTING CONTRACT** **[PHASE 1]**

Genesis Restorations Ltd. (Genesis)

&

Jing Cong (Client)

Project # S18KR2045

## **1. PROPOSAL**

We wish to present **Client** with a proposal to provide a hazardous material survey and drug residue testing at a residence that was used as a controlled substance property.

## **2. OUR UNDERSTANDING OF THE REQUIREMENTS**

1. To provide a hazardous material survey and drug residue testing (STRUCTURE ONLY) at the residence of 11780 Kingfisher Drive, Richmond BC.

## **3. PROPOSED SOLUTION with Technical Specifications.**

1. Provide a hazardous material survey + report
2. Provide drug residue sampling/analysis + report
3. Complete waste water drainage assessment
4. Provide a scope of work + estimate for decontamination

(Owner) requirements:

1. To provide access as required by Genesis

## **4. CHARGES**

GENESIS will perform the tasks, as defined in section 3, on a quote basis for the amount of **\$17,500 +GST= 18,375.00**

Additional work outside of the technical specifications stated herein will be quoted separately.

**Payment schedule** is due prior to work commencing by Visa, company cheque, or cash.

**NOTE:** Report and clearance documents will not be released until full payment is received.

Jing Cong  
Project # S18KR2045

Sept 14, 2018

**6. DISCLAIMER**

1. Genesis Restorations Ltd. will follow industry standard of care, WorkSafeBC regulations, to inspect and test structure.

**7. TERMS**

Our proposal to provide the services outlined in this document expires one month from its date. Prices quoted are valid for one month from the date of the proposal.

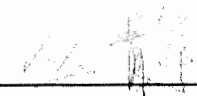
*Accepted by:*

**Genesis Restorations Ltd.**

**(Client)**

Kellie Randle

**Authorized Officer**

  
**Authorized Signatory**

Kellie Randle

**Name (type or print)**

Jing Cong

**Name (type or print)**

Project Manager

Owner

**Title**

Sept 14, 2018

**Title**

15/09/2018

**Date**

**Date**





#29 – 19257 Enterprise Way  
Surrey B.C. Canada V3S 6J8  
tel: (604) 533-3440 24 Hr.  
e-mail: [dean@genesissabatement.com](mailto:dean@genesissabatement.com)  
web: [www.genesisrestorations.com](http://www.genesisrestorations.com)

November 9, 2018

**SERVICE PROPOSAL**  
**Genesis Abatement (Genesis Restorations Ltd)**  
29-19257 Enterprise Way  
Surrey BC V3S-6J8  
&  
Jing Cong  
7520 Glacier Cres.  
Richmond BC  
V7A-1L5

**1. PROPOSAL**

We wish to present “CLIENT” with a proposal to remove and dispose of all asbestos containing materials as per the below pricing at 11780 Kingfisher Drive Richmond BC

If Accepted, please indicate your approval of this proposal by signing two copies of this document. Keep one copy for your files and return the second copy to Genesis. Upon receipt of the signed proposal, a start date will be established and Genesis will proceed with the tasks identified in the Technical Specifications.

Proposal.....\$ 44,761.90 + GST (\$2,238.10) = \$47,000.00

**2. OUR UNDERSTANDING OF “Client’s” REQUIREMENTS**

Genesis Abatement Ltd. follows recognized industry standard protocols in remediation and decontamination work.

1. The purpose of this project is to remove asbestos materials stated in the Pinchin report as well as the decontamination drug residue from interior areas of the residential house to make ready for demolition.

**3. Clarifications:**

1. Price is based on the THREE reports by PINCHIN: PHASE 1 ESA; ILLICIT DRUG LAB; HAZARDOUS MATERIALS (as submitted to you earlier)
2. Our proposal is to follow the PINCHIN recommendations as follows:
3. All contents, fixtures, cabinets, casings, trim, carpets, flooring of all description, etc that is inside the house will be removed and disposed of.
4. To remove and dispose of all drywall walls and ceilings including insulation back to clean stud.
5. The furnace and all ducting will be removed and disposed of.
6. All 'drain side' plumbing will be removed down to slab and disposed of.
7. Remove plywood subfloor in both bedrooms upstairs where drug lab production took place.
8. Clean and seal structural contaminated members as required.
9. Detailed cleaning of remaining floors and concrete surfaces.

KS



10. To ensure that all remaining surfaces and materials are clear of illicit drug residues per clearance testing.
11. Clearance testing is included in our proposal.
12. We have included to complete all necessary paperwork for WorksafeBC and the Ministry of Environment where necessary. This includes NOP, Risk assessments, Exposure control plan and BCG number application if necessary.
13. Our proposal includes disposal at an authorized landfill as well as all air monitoring if required.
14. Our proposal does not include demolition of the house itself.

#### 4. CUSTOMER RESPONSIBILITIES

We are confident that our responsibilities as described in this proposal will provide you with a solution that meets your requirements. We recommend that you complete the following activities in order to realize the maximum benefit from the work we have performed:

1. Site access during abatement will not be possible without proper PPE.

#### 5. REPORTING AND CHANGE ORDERS

GENESIS will give frequent project reports verbally or by email to the customer. Any hidden variables that are uncovered will be documented photographically and a written report issued to the customer. If a change order is required, work will stop on that area until the order is signed by the customer and additional charges agreed to (see section 7).

#### 6. REFUSAL OF RECOMMENDED SERVICES:

Client agrees that if Client and /or Client's Insurer refuses services that Genesis recommends, Genesis Abatement, will not be held responsible for any damages that the refusal may cause.

#### 7. CHARGES

GENESIS will perform the tasks, as defined in section 2 & 3, on a quoted basis for the amount of \$ 47,000 including GST.  
Genesis does not do third-party billing. The undersigned accepts full responsibility for DIRECT payment.

##### Payment schedule

##### Payment Terms:

1. A deposit of 50% is required before scheduling can be made. \$ 22,380.95 + \$ 1,119.05 (GST) = \$ 23,500.00
2. The Balance less a 10 % holdback is due upon completion of the of the project.
3. The 10% holdback to be paid within 30 days of completion of our contract.
4. Interest of 2% per month will be charged on balances not paid when due. The customer will pay any and all costs for collection of unpaid balances.
5. Any items not in dispute shall be paid upon completion, minus the disputed amount with written notification.



**8. WARRANTY**

Clearance documentation to be provided on request.

**9. DISCLAIMER**

1. It is understood that there will be no penalty if the job is delayed due to circumstances beyond our control.
2. Non payment of any portion of this contract voids all warranty.

**10. PRE-EXISTING CONDITIONS**

This contract pertains only to the specified area or areas (see sections 2 & 3.). All other pre-existing conditions or contamination is not covered by this contract. Any conditions that may affect the Indoor Air Quality in the specified area(s) must be directed to the Indoor Environmental Professional (IEP) if applicable.

**11. HEALTH & SAFETY**

If containment is necessary, once containment is up and work has begun, access will only be allowed to authorized personnel wearing proper safety gear (HEPA respirator, Tyvek suits, gloves, eye protection).

**12. ACCESS**

Continuous access to work area will be made to Genesis.

**13. DISPUTE RESOLUTION**

Our proposal to provide the services outlined in this document expires one month from its date. Prices quoted are valid for one month from the date of the proposal.

- (a) If the Customer finds that the services rendered fail to perform according to the specifications described here, then the Customer shall within 7 days of project completion notify GENESIS in writing of the defect or error and provide (so far as the Customer is able) a documented example of such defect or error.
- (b) GENESIS shall then use reasonable endeavors to promptly correct such defect or error.
- (c) If GENESIS is not notified in writing within 7 days of completion by the Customer, GENESIS will deem the services rendered to be accepted as delivered.

*Handwritten initials*





**15. GOVERNING LAW**

This Contract shall be construed and enforced in accordance with and governed by the laws of the Province of British Columbia.

*BY EXECUTING THIS CONTRACT, CLIENT ACKNOWLEDGES THAT HE/SHE HAS READ OR HAS BEEN ADVISED OF THE FOREGOING AND HAS HAD THE OPPORTUNITY TO CONSULT WITH A QUALIFIED PROFESSIONAL:*

**Genesis Abatement Ltd.**Dean Dyck**Authorized Officer**Dean Dyck 604-834-5012**Name (type or print)**Abatement Manager**Title**November 9, 2018**Date****"CLIENT"**LT 静  
**Authorized Signatory**Ting Cong -  
**Name (type or print)****Title****Date**NOV 9 2018



City of Richmond  
6911 No. 3 Road, Richmond, BC V6Y 2C1  
Tel: 604-276-4145 Fax: 604-276-4128  
Office Hours: 8:15 a.m.-5:00 p.m.  
www.richmond.ca

# 2018 PROPERTY TAX NOTICE

DUE DATE: Tuesday, July 3, 2018



63207

**5% PENALTY IF NOT PAID OR GRANT NOT CLAIMED BY JULY 3, 2018**  
**ADDITIONAL 5% PENALTY ADDED TO ANY CURRENT TAXES OUTSTANDING AFTER**  
**SEPTEMBER 4, 2018**

CONG, JING  
11780 KINGFISHER DR  
RICHMOND BC V7E 3N7

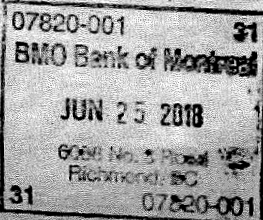
LEGAL DESCRIPTION			
LT 139 SEC 1 BLK 3N RGE 7W NWD PL 43326			
TOTAL NET ASSESSED VALUES FOR TAXATION PURPOSES			
CLASS	GENERAL	SCHOOL	HOSPITAL
1 - Res	1,626,500	1,626,500	1,626,500

FOLIO NUMBER	086-615-000	ACCESS	87357658			
PROPERTY ADDRESS	11780 KINGFISHER DR			COLUMN A	COLUMN B	COLUMN C
PID	001-039-032	RATES		NO GRANT	BASIC GRANT	ADDITIONAL GRANT
School - Res		1.06780		1,736.78	1,736.78	1,736.78
Less: Home Owner Grant					-570.00	-845.00
<b>NET SCHOOL TAXES</b>				<b>1,736.78</b>	<b>1,166.78</b>	<b>891.78</b>
BC Assessment	0.04030			65.55	65.55	65.55
Metro Vancouver	0.04248			69.09	69.09	69.09
MFA	0.00020			0.33	0.33	0.33
TransLink	0.21150			344.00	344.00	344.00
Sewer Debt	0.00478			7.41	7.41	7.41
<b>NET OTHER GOVERNMENT TAXES</b>				<b>486.38</b>	<b>486.38</b>	<b>486.38</b>
General Municipal	0.89979			1,463.51	1,463.51	1,463.51
City Policing	0.33548			545.66	545.66	545.66
Fire Rescue	0.24753			402.61	402.61	402.61
Storm Drainage / Dyking	0.03244			52.76	52.76	52.76
<b>NET MUNICIPAL TAXES</b>				<b>2,464.54</b>	<b>2,464.54</b>	<b>2,464.54</b>
<b>TOTAL CURRENT TAXES</b>				<b>4,687.70</b>	<b>4,117.78</b>	<b>3,842.70</b>
Tax Instalments				0.00	0.00	0.00
<b>TOTAL TAXES PAYABLE</b>				<b>4,687.70</b>	<b>4,117.70</b>	<b>3,842.70</b>

Payments can be made ONLINE at most financial institutions using your folio number.  
The City accepts convenience fee CREDIT CARD payments ONLINE via the City's website only.

**CLAIM YOUR HOME OWNER GRANT ONLINE AT [www.richmond.ca/homeownergrant](http://www.richmond.ca/homeownergrant)**

You are not currently enrolled in the Tax Pre-authorized Withdrawal Plan (PAWS). If you were to enroll on the 10 month PAWS plan, your estimated monthly payment amount for next year's taxes would be \$408.00.



Customer Copy

**AMOUNT DUE JULY 3, 2018**

A - NO GRANT	B - BASIC GRANT	C - ADD'L GRANT
\$4,687.70	\$4,117.70	\$3,842.70

## HOME OWNER GRANT APPLICATION

Please read Part 1 and 2 on the other side of this form.

I am the owner:

Apply online at [richmond.ca/homeownergrant](http://richmond.ca/homeownergrant)

If you are applying on behalf of the owner, with their permission, enter your full name and telephone number below:

2018 CITY OF RICHMOND TAX NOTICE  
Payable at Most Financial Institutions  
See Reverse For Additional Payment Instructions

A	B	C
No Grant	Grant: \$70.00	Grant: \$45.00
\$4,687.70	\$4,117.70	\$3,842.70
Amount Paid		

PRINT FULL NAME

AGENT OF OWNER NAME

PHONE

EMAIL

PHONE

DATE

Please select which grant you are eligible for:

☐ BASIC GRANT

☐ ADDITIONAL GRANT: SENIOR  
(age 65 or over this calendar year)

My YEAR and DATE OF BIRTH is:

☐ ADDITIONAL GRANT: OTHER

(see reverse for criteria and selection)

It is an offence (subject to a PENALTY of up to \$10,000) to make a false application for a Home Owner Grant

I have read and understand the Home Owner Grant eligibility requirements on the reverse and I certify that the information is correct and complete to the best of my knowledge.

Sign Here

Signature of Owner or Agent

FOLIO 086-615-000  
PID 001-039-032  
CIVIC 11780 KINGFISHER DR  
OWNERS CONG, JING  
11780 KINGFISHER DR  
RICHMOND BC V7E 3N7



CNGL-1189 0000468770 0000411770 0000384270

(Special)

11780 KINGFISHER DR

96





# City of Richmond

6911 No. 3 Road, Richmond, BC V6Y 2C1  
Tel: 604-276-4145 Fax: 604-276-4128  
Office Hours: 8:15 a.m. - 5:00 p.m.  
www.richmond.ca

11780 2019年地稅

## 2019 PROPERTY TAX NOTICE

DUE DATE: Tuesday, July 2, 2019



63967

5% PENALTY IF NOT PAID OR GRANT NOT CLAIMED BY JULY 2, 2019  
ADDITIONAL 5% PENALTY ADDED TO ANY CURRENT TAXES OUTSTANDING AFTER  
SEPTEMBER 3, 2019

CONG, JING  
11780 KINGFISHER DR  
RICHMOND BC V7E 3N7



FOLIO NUMBER		086-615-000	ACCESS	87357658	LEGAL DESCRIPTION			
PROPERTY ADDRESS		11780 KINGFISHER DR			LT 139 SEC 1 BLK 3N RGE 7W NWD PL 43326			
PID		001-039-032						
		RATES		COLUMN A NO GRANT	COLUMN B BASIC GRANT	TOTAL NET ASSESSED VALUES FOR TAXATION PURPOSES		
						GENERAL	SCHOOL	HOSPITAL
School - Res		1.05480		1,871.95	1,871.95	1,774,700	1,774,700	1,774,700
Less: Home Owner Grant								
NET SCHOOL TAXES				1,871.95	1,871.95			
BC Assessment		0.03890		69.04	69.04			
Metro Vancouver		0.04130		73.30	73.30			
MVA		0.00020		0.35	0.35			
TransLink		0.22160		393.27	393.27			
Sewer Debt		0.01155		19.82	19.82			
NET OTHER GOVERNMENT TAXES				555.78	555.78			
General Municipal		0.88147		1,564.34	1,564.34			
City Policing		0.37016		656.92	656.92			
Fire Rescue		0.26323		467.15	467.15			
Storm Drainage / Dyking		0.03448		61.19	61.19			
NET MUNICIPAL TAXES				2,749.60	2,749.60			
TOTAL CURRENT TAXES				5,177.33	5,177.33			
Tax Instalments				0.00	0.00			
Arrears Taxes and Interest				96.44	96.44			
TOTAL TAXES PAYABLE				5,273.77	5,273.77			

Payments can be made ONLINE at most financial institutions using your folio number.  
The City now accepts convenience fee CREDIT CARD payments at City Hall and Online via the City's website.

CLAIM YOUR HOME OWNER GRANT ONLINE AT [www.richmond.ca/homeownergrant](http://www.richmond.ca/homeownergrant)

You are not currently enrolled in the Tax Pre-authorized Withdrawal Plan (PAWS). If you were to enroll on the 10 month PAWS plan, your estimated monthly payment amount for next year's taxes would be \$544.00.

Customer Copy

AMOUNT DUE JULY 2, 2019

A - NO GRANT	B - BASIC GRANT	C - ADD'L GRANT
\$5,273.77	\$5,273.77	\$5,052.27

### HOME OWNER GRANT APPLICATION

Please read Part 1 and 2 on the other side of this form.

I am the owner:

PRINT FULL NAME

PHONE

DATE

Please select which grant you are eligible for:

☐ BASIC GRANT

☐ ADDITIONAL GRANT: SENIOR  
(age 65 or over this calendar year)

My YEAR and DATE OF BIRTH is:

☐ ADDITIONAL GRANT: OTHER  
(see reverse for criteria and selection)

It is an offence (subject to a PENALTY of up to \$10,000) to make a false application for a Home Owner Grant.

Apply online at [richmond.ca/homeownergrant](http://richmond.ca/homeownergrant)

If you are applying on behalf of the owner with their permission, enter your full name and telephone number below.

AGENT OF OWNER NAME

PHONE

DATE

I have read and understand the Home Owner Grant eligibility requirements on the reverse and I certify that the information is correct and complete to the best of my knowledge.

Sign  
here

Signature of Owner or Agent

### 2019 CITY OF RICHMOND TAX NOTICE

Payable at Most Financial Institutions  
See Reverse For Additional Payment Instructions

A	B	C
No Grant	Grant: 0.00	Grant: 221.50
\$5,273.77	\$5,273.77	\$5,052.27

Amount Paid

FOLIO 086-615-000  
PID 001-039-032  
CIVIC 11780 KINGFISHER DR  
OWNERS CONG, JING  
11780 KINGFISHER DR  
RICHMOND BC V7E 3N7



CNCL-190

17645 (Special)

0000527377 0000527377 0000505227

1-7

asbestos and hazardous materials professional clean co

Sign in

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weather.info/Asbestos company/Search no more

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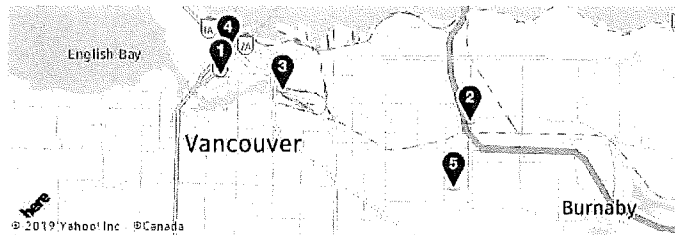
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### Asbestos And Hazardous Materials Professional Clean Company Lower M



- |   |   |                                 |              |
|---|---|---------------------------------|--------------|
| 1 | <b>ECOSAN Hygiene</b>                                     | 300-1090 Homer St<br>Vancouver  | 604-537-6916 |
| 2 | <b>Trauma Tech</b>  | 110-2250 Boundary...<br>Burnaby | 604-662-7740 |
| 3 | <b>Dysco Moving</b><br>4 reviews                          | 295 Terminal Ave<br>Vancouver   | 604-694-7772 |
| 4 | <b>Clearly Plumbing Ltd</b><br>2 reviews                  | 701 W Georgia St<br>Vancouver   | 604-259-2561 |
| 5 | <b>Milani Plumbing, Drainage &amp; He...</b><br>2 reviews | 3433 25th Ave E<br>Vancouver    | 604-245-5991 |

See all 37 results for asbestos and...

Listings by YellowPages.ca™

### Asbestos / Hazardous Waste Disposal Vancouver BC

asbestoswastedisposal.ca

Serving residential, commercial and industrial hazardous waste generators; in Vancouver BC, GVRD, and lower mainland BC Asbestos Disposal Asbestos lurks throughout our world in trace amounts as a fibrous mineral, used in Canadian homes between between 1950 – 1990

### HAZARDOUS WASTE | Lead & Asbestos Disposal. BC

asbestoswastedisposal.ca/lead-asbestos-disposal

Hazardous waste disposal in Vancouver BC, GVRD and lower mainland licensed by the Ministry of Environment to transport hazardous waste. BC Hazardous waste disposal company. asbestos disposal, lead disposal and hazardous waste management in Vancouver, Lower Mainland BC & Fraser Valley.

### Asbestos Removal & Abatement in Lower Mainland BC -...

www.yellowpages.ca/search/si/1/Asbestos+Removal+&+Abatement...

Locate and compare Asbestos Removal & Abatement in Lower Mainland BC, Yellow Pages Local Listings. Find useful information, the address and the phone number of the ...

### ACM Environmental – Hazardous Materials Specialists for Asbestos,...

acmenvironmental.com

Founded in Vancouver, British Columbia in 1989, ACM Environmental has since expanded to offer the rest of Western Canada and the Territories services in a variety of areas, such as:

**CNCL 191  
(Special)**

10/1/2019

asbestos and hazardous materials professional clean company in lower mainland of vancouver, bc, ca - Yahoo Canada Search Results

Hazardous Material Surveys and Risk Assessments (Asbestos, Lead, Mould, PCBs, CFCs & Mercury)

### Asbestos Jobs in Lower Mainland, BC (with Salaries) -...

ca.indeed.com/Asbestos-jobs-in-Lower-Mainland,-BC

Search 71 Asbestos jobs now available in Lower Mainland, BC on Indeed.com, the world's largest job site. Asbestos Jobs in Lower Mainland, BC (with Salaries) | Indeed.com Skip to Job Postings , Search Close

### Commercial asbestos waste | City of Vancouver

vancouver.ca/doing-business/commercial-asbestos-waste.aspx

All asbestos waste requires a hazardous waste movement manifest All friable and non-friable loads will require a hazardous waste movement document or manifest. Contact FrontCounter BC at 604-586-4400, or visit the BC Ministry Environment website for information on how to obtain a hazardous waste movement manifest.

### Asbestos Testing & Consultants in Vancouver BC - YP.ca

www.yellowpages.ca/.../Vancouver+BC

Locate and compare Asbestos Testing & Consultants in Vancouver BC, Yellow Pages Local Listings. Find useful information, the address and the phone number of the local business you are looking for. Please enter what you're searching for

### Management of Waste Asbestos - Province of British Columbia

www2.gov.bc.ca/.../management-of-waste-asbestos

Management of Waste Asbestos Requirements for Waste Asbestos Any person, partnership or company in B.C. that produces and/or stores on-site more than 1000 kg of waste asbestos at any given time or within a 30 day period must register as a generator of hazardous waste and obtain a BC Generator number (BCG#).

### Asbestos disposal policy | City of Vancouver

vancouver.ca/home-property-development/asbestos-disposal...

In accordance with WorkSafeBC's Occupational Health and Safety Regulation, an "asbestos-containing material" is a material that contains asbestos fibres totalling 0.5% or more by weight at the time of manufacture, or at any time as determined by specialized laboratory analysis.

### NorHaz - BC's #1 Hazardous Materials Removal & Remediation...

norhaz.com

NorHaz Solutions Inc. is a dedicated full service hazardous materials removal and remediation company providing services to British Columbia's interior. Combining industry-leading procedures and equipment, NorHaz consistently provides safe, cost effective, and regulatory-compliant removal services to residential, commercial, industrial and institutional clients alike.

Ad related to: asbestos and hazardous materials professional clean company in lower mainland of vancouver, bc, ca

### Asbestos company - We have it on our website | weather.info

weather.info/Asbestos company/Search no more

Search info on Weather.info. See yourself. Asbestos company

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1 2 3 4 5 Next

907,000 results

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**Part II. Notices and documents provided by the City to the Owner**

2-1	Notice of Contravene	2018/08/28	2018/09/12
2-2	Notice of Cleaning-up	<del>2018/09/12</del>	2018/09/12
2-3	Contact of Genesis Restoration provided by the City officer	2018/09/12	2018/09/12
2-4	Incomplete Tervita Invoice	<del>2019/06/18</del>	2019/06/18
2-5	Email from City solicitor	2019/07/16	2019/07/16
2-6	Memo provided by RCMP	2019/09/17	2019/08/12
2-7	Operation Report provided by RCMP	2018/09/07	2019/08/12
2-8	Richmond Fire Rescue Break Down	2018/08/25	2019/08/12
2-9	Complete Invoice of Tervita	2018/10/10	2019/08/12

August 28, 2018

2-1

Re: Special Safety Inspection

Owner(s) Name:	<u>Jing Cong</u>
Owner(s) Mailing Address:	<u>11780 Kingfisher Drive, Richmond, BC V7E 3N7</u>
Inspection Address:	<u>11780 Kingfisher Drive, Richmond, BC V7E 3N7</u>
Date of Inspection:	<u>August 28, 2018</u>

The City of Richmond's Fire Safety Inspection Team performed a special safety inspection at the above address on the date noted above. The Inspection Team discovered significant fire and other safety concerns such that immediate action was required to eliminate the hazard to life and property. A Legal Notice "Unsafe - Do Not Enter or Occupy" has been posted due to the possibility of health and safety affects on the occupants of the property.

It is your responsibility as the property owner to ensure the security of the property and to address any situation or potential loss that may result from the disconnection of utilities and/or services to this property for an extended period of time.

Either you or your Building Contractor need to contact the City of Richmond's Building Approvals Department at (604) 276-4184 to discuss the permits and steps required to address any building remediation issues.

As the building has been used in the production of controlled substances, there are a number of cleaning and removal requirements outlined in Bylaw 7897, which will be explained by the City of Richmond's Building Approvals Department.

The services of a certified electrical contractor must be obtained to correct compromised electrical systems, if any, for compliance with the BC Electrical Code. If you wish to speak with the BC Safety Authority, please call their toll-free number: 1-866-566-7233. A list of BCSCA licensed contractors is also available at: [www.safetyauthority.ca](http://www.safetyauthority.ca).

A Special Safety Inspection fee of \$4,200.00 is applicable and is the responsibility of the registered property owner. The City will be sending you, as property owner, a bill for this inspection.

Yours truly,

Electrical and Fire Safety Inspection Team

604-303-2754 (voicemail available)  
Monday to Friday (except Statutory Holidays)  
8:30 am to 4:30 pm

"Gienens Restoration"  
(604) 562-5240

Property Maintenance and Repair Bylaw No. 7897, Clause 3.1.2 states that "Every person required 30 days of receipt of an invoice demanding payment, appeal the amount of the invoice by notifying the City of Richmond and being afforded the opportunity to be heard by Council to determine if the fee or service fee should be paid."

CNCL - 194  
(Special)

文件簡介 - 違反列治文市政條例 (11780 Kingfisher Drive, Richmond)

業主必須立即糾正以下列治文市府條例的違規：

- Bylaw 7897/8306 - 未經預先授權作出房屋修正，構成火警危險。
- 必須立即封鎖空置房子
- 房屋電子系統必須改善
- 必須清理和改善房屋環境 - 由於房屋被用作為制造非法毒品的場所，因此室內受到嚴重污染。

你必須在 24 小時內通知列治文市消防安全檢查組：

- 業主已聘請一個合格的修理公司；
- 而那修理公司已經開始修復過程；
- 如果你在 24 小時內沒有開始修復工程，列治文市政府將會自行代表業主開始修復過程。全部費用將會由業主承擔（再加上 20%行政費用）。



August 28, 2018

Re: **Special Safety Inspection**

<b>Owner(s) Name:</b>	<u>Jing Cong</u>
<b>Owner(s) Mailing Address:</b>	<u>11780 Kingfisher Drive, Richmond, BC V7E 3N7</u>
<b>Inspection Address:</b>	<u>11780 Kingfisher Drive, Richmond, BC V7E 3N7</u>
<b>Date of Inspection:</b>	<u>August 28, 2018</u>

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A Special Safety Inspection fee of \$4,200.00 is applicable and is the responsibility of the registered property owner. The City will be sending you, as property owner, a bill for this inspection.

Yours truly,

Electrical and Fire Safety Inspection Team

604-303-2754 (voicemail available)  
Monday to Friday (except Statutory Holidays)  
8:30 am to 4:30 pm

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Genesis Restoration  
(604) 562-5240

CNCL - 196  
(Special)

# JOURNAL VOUCHER

**E-MAILED**  
JAN 31 2019

2-4

TEAM Doc #:

Date Posted:

TO "E" Division Corporate Management Attn: Financial Management Fax: (778) 290-6131	From Sarah Alvarado Tel 778-290-2637	Date: 17-Jan-2019
--	---	----------------------

JV 19-TERVITA-04

A A M	Debit/Credit	GL Account / Cost Element	Amount	TX	Cost Centre / Account Assignment	Internal Order No	End Res	Km	Brief Description
1	Debit	479	30,502.00		E1021				Cost recovery of Tervita invoice 84842
2	Credit	479	30,502.00		E0596	719247			Cost recovery of Tervita invoice 84842
3									
4									
5									
6									
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Debit	30,502.00
Credit	30,502.00

bal

Reason for Journal Voucher:

Cost recovery of Tervita invoice 84842. Richmond file 2018-27045.

Certified Pursuant to Section 34 FAA by:

Name & Signature:

*K Power*

Insp. Kori Power  
Operations Support Officer  
Richmond RCMP

Financial Officer Section 33 FAA by:

Name & Signature:

CNCL - 197  
(Special)



# Invoice

TERVITA CORPORATION  
c/o C3025  
PO Box 2572 Stn M  
CALGARY, AB CANADA T2P 3L4  
PH: 403-233-7565 F: 403-261-5612

Posting Date: NOV 23/18  
Document #: 5100016238  
Initials: DR

Invoice # 84842  
Invoice Date : October 10, 2018  
Acct # 135728-141

To: RCMP  
14200 GREEN TIMBERS WAY  
MAILSTOP 304  
SURREY BC V3T 6P3

## COPY

Work Order #'s included in this invoice:  
123130

Attn: DEREK WESTWICK

PO #: TA#174 - 1

Comments: If there are any discrepancies with regards to this invoice, please email [HMMInvoicehelp@tervita.com](mailto:HMMInvoicehelp@tervita.com) or alternately contact your local sales representative.

CONTRACT M2489-3-2117

Qty	Unit	Svc Code	Item Details	Document #	Unit Price	Ext. Price
2.00	HOUR	L027	IR TEAM LEAD DT	Certified pursuant to section 34 of the FMA. Work performed or goods supplied or services rendered and that the price charged is according to contract or if not specified by contract is reasonable. Where payment is made before work completion, delivery of goods or rendering of service, payment is according to contract and payment is eligible for payment.	\$220.00	\$440.00
4.00	HOUR	L026	IR TEAM LEAD OT		\$165.00	\$660.00
8.00	HOUR	L025	IR TEAM LEAD		\$110.00	\$880.00
6.00	HOUR	L030	IR TECHNICIAN DT	Date goods Rec'd <u>AUG 24/18</u>	\$200.00	\$1,200.00
12.00	HOUR	L029	IR TECHNICIAN OT	Date invoice Rec'd <u>OCT 31/18</u>	\$150.00	\$1,800.00
24.00	HOUR	L028	IR TECHNICIAN	G/L Account <u>479</u> Cost Center <u>E0596</u>	\$100.00	\$2,400.00
7.00	DAY	F063	LOA SUBSISTENCE ONLY	Internal Order <u>719247</u> Purchase order or Funds Commitment	\$26.00	\$182.00
10.00	EACH	C094	PAIL 5L POLY W/LID	Approver's Name, Title & Unit <u>Richard BERGEVIN, Supt.</u>	\$12.00	\$120.00
2.00	EACH	C099	PUMP HAND DISPOSABLE	<u>OIC Major Projects</u>	\$53.00	\$106.00
14.00	HOUR	T012	SINGLE AXLE CUBE VAN	(P) <u>Federal, Serious and Organized Crime</u>	\$160.00	\$2,240.00
1.00	FLAT RATE	T052	TRUCK LIGHT DUTY SERVICE VEHICLE IR	<u>RCMP "E" Division Headquarters</u>	\$160.00	\$160.00
2.00	EACH	A023	VERMICULITE 25LBS BAG	Signature <u>[Signature]</u> Date <u>2018-11-14</u>	\$53.00	\$106.00

Federal Serious and Organized Crime  
CLAN LAB Response Coordinator  
Operational Support "E" Division HQ

Sgt. D. WESTWICK  
Reg. #51254

Sub Total: \$30,502.00  
GST 5.00%: \$1,525.10  
Invoice Total: \$32,027.10

Net 30 Days  
1.5% per month surcharge on overdue accounts  
GST# 865985469



# Invoice

TERVITA CORPORATION  
c/o C3025  
PO Box 2572 Stn M  
CALGARY, AB CANADA T2P 3L4  
PH: 403-233-7565 F: 403-261-5612

Invoice # 84842

Invoice Date : October 10, 2018

Acct # 135728-141

To: RCMP  
14200 GREEN TIMBERS WAY  
MAILSTOP 304  
SURREY BC V3T 6P3

Work Order #s included in this invoice:  
123130

Attn: DEREK WESTWICK

PO #: TA#174

Comments: If there are any discrepancies with regards to this invoice, please email [HMMinvoicehelp@tervita.com](mailto:HMMinvoicehelp@tervita.com) or alternately contact your local sales representative.

Qty	Unit	Svc Code	Item Details	Document #	Unit Price	Ext. Price
1.00	CONTAINER DRUM 205L	LP07	LP TOXIC (S) ORGANIC	BM83632-2A	\$415.00	\$415.00
4.00	CONTAINER PAIL 20L	LP02	LP COR (L) INORGANIC ACID	BM83632-2A	\$70.00	\$280.00
1.00	CONTAINER PAIL 20L	LP04	LP FLAMMABLE (L)	BM83632-2A	\$65.00	\$65.00
1.00	CONTAINER DRUM 205L	LP06	LP IODINE	BP47169-7	\$415.00	\$415.00
7.00	CONTAINER PAIL 20L	LP04	LP FLAMMABLE (L)	BP47169-7	\$65.00	\$455.00
3.00	CONTAINER PAIL 20L	LP04	LP METHANOL	BP47169-7	\$85.00	\$255.00
1.00	CONTAINER DRUM 205L	LP02	LP COR (L) INORGANIC BASIC	BP47169-7A	\$340.00	\$340.00
2.00	CONTAINER DRUM 205L	LP04	LP FLAMMABLE (L)	BP47169-7A	\$285.00	\$570.00
1.00	CONTAINER DRUM 205L	LP04	LP FLAMMABLE CORR (L)	BP47169-7A	\$595.00	\$595.00
2.00	CONTAINER PAIL 20L	LP05	LP OXIDIZER (S)	BP47169-7A	\$100.00	\$200.00
1.00	CONTAINER DRUM 205L	LP02	LP COR (L) INORGANIC BASIC	BP47169-7B	\$340.00	\$340.00





# Invoice

TERVITA CORPORATION  
c/o C3025  
PO Box 2572 Stn M  
CALGARY, AB CANADA T2P 3L4  
PH: 403-233-7565 F: 403-261-5612

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Qty	Unit	Svc Code	Item Details	Document #	Unit Price	Ext. Price
1.00	CONTAINER PAIL 20L	LP01	LP AMMONIA SOLUTIONS	BP47169-7B	\$70.00	\$70.00
1.00	CONTAINER PAIL 20L	LP01	LP SODIUM HYDROXIDE	BP47169-7B	\$70.00	\$70.00
11.00	EACH	C002	BAG 1M3 (SINGLE LINED) UN RATED		\$83.00	\$913.00
1.00	EACH	F053	DOCUMENTATION MANIFESTING CHARGE		\$20.00	\$20.00
6.00	EACH	C038	DRUM 205L POLY CT RECON		\$75.00	\$450.00
7.00	EACH	C040	DRUM 205L POLY OT RECON		\$75.00	\$525.00
3.00	EACH	C042	DRUM 205L STEEL CT RECON		\$60.00	\$180.00
6.00	EACH	C044	DRUM 205L STEEL OT RECON		\$70.00	\$420.00
2.00	HOUR	L015	FIELD CHEMIST DT		\$220.00	\$440.00
4.00	HOUR	L014	FIELD CHEMIST OT		\$165.00	\$660.00
8.00	HOUR	L013	FIELD CHEMIST		\$110.00	\$880.00
1.00	FLAT RATE	T003	HAZMAT RESPONSE TRAILER		\$650.00	\$650.00
2.00	HOUR	L021	IR PROJECT MANAGER DT		\$240.00	\$480.00
4.00	HOUR	L020	IR PROJECT MANAGER OT		\$180.00	\$720.00
8.00	HOUR	L019	IR PROJECT MANAGER		\$120.00	\$960.00



E Division Clandestine laboratory unit  
Cost recovery details

Task Authorization # 174-1

Location: 11780 KingFisher Dr, Richmond

Date: August 24, 2018

Jurisdiction (Detachment): Richmond Detachment

Cost centre (Collator): E 1014

File#: 2018-27045.

Mailing address:

Contact person (approved call-out): Sgt. Gene HSIEH

Telephone#:

No# of TA assigned to invoice: 2



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

Annex  
Annexe

## Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat  
M2989-3-2117

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur TERVITA CORPORATION 13511 Vulcan Way Richmond, B.C., V6V 1K4	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT) TA # <u>174-1</u> ✓ Task Project Mgr. _____
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu 11780 Kingfisher Drive, Richmond
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$ 32,027.10

Security Requirements: This task includes security requirements  
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

☐ No - Non ☒ Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract  
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

▶ All personnel who will be working on the Contract must be in the possession of an RCMP RFA1 security clearance prior to commencement of the Work

### For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu  174-1	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$ 20,000.00	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$ 12,027.10 increase
---	--	--

Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

### 1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
"Removal of chemicals and contaminated apparatus and debris from a seized clandestine drug laboratories, dump sites and chemical or equipment storage facilities and appropriately neutralize and/or destroyed, once legal authorization is received." Location: <u>11780 Kingfisher Drive, Richmond B.C.</u>	
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
As per Annex "B" of the Contract	
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
Quotation Price: <u>\$20,000.00</u>	
Final Price: <u>\$32,027.10</u> ✓ (final price to be entered at time of receipt of invoice, with possible TA rev)	
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>
Monthly Payment, upon completion of Task and acceptance of invoice by the Project Authority	

Contract Number - Numéro du contrat  
M2989-3-2117

## 2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Sgt. Derek WESTWICK Reg # 51254  
Federal Serious and Organized Crime  
CLAN LAB Response Coordinator  
Operational Support "E" Division HQ

\_\_\_\_\_  
Name and title of authorized client - Nom et titre du client autorisé à signer

\_\_\_\_\_  
Signature

2018-10-17

\_\_\_\_\_  
Date

\_\_\_\_\_  
PWGSC Contracting Authority - Autorité contractante de TPSGC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 3. Contractor's Signature - Signature de l'entrepreneur

Caron Addeney HSE Advisor

\_\_\_\_\_  
Name and title of individual authorized - to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

\_\_\_\_\_  
Signature

2018-10-19

\_\_\_\_\_  
Date



## Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat  
M2989-3-2117

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur <b>TERVITA CORPORATION</b> 13511 Vulcan Way Richmond, B.C., V6V 1K4	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT) TA # <u>174</u> Task Project Mgr. _____
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu <b>11780 KingFisher Drive Richmond</b>
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) <b>\$ 20,000.00</b>

Security Requirements: This task includes security requirements  
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

☐ No - Non ☒ Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract  
SI OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

▶ All personnel who will be working on the Contract must be in the possession of an RCMP RFA1 security clearance prior to commencement of the Work

### For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
--	--	---

Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

### 1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
"Removal of chemicals and contaminated apparatus and debris from a seized clandestine drug laboratories, dump sites and chemical or equipment storage facilities and appropriately neutralize and/or destroyed, once legal authorization is received." Location: <u>11780 KingFisher Drive, Richmond, BC</u>	
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
As per Annex "B" of the Contract	
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
Quotation Price: <u>\$20,000.00</u>	
Final Price: \$ _____ (final price to be entered at time of receipt of invoice, with possible TA rev)	
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>
Monthly Payment, upon completion of Task and acceptance of invoice by the Project Authority	

Contract Number - Numéro du contrat  
M2989-3-2117

## 2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

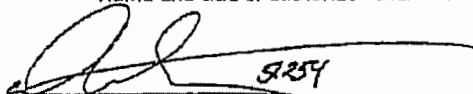
The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Sgt. D. WESTWICK FSOC CLEAR NCO i/c

Name and title of authorized client - Nom et titre du client autorisé à signer



Signature

2018-08-29

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

## 3. Contractor's Signature - Signature de l'entrepreneur

Caren Addeney HSE Advisor

Name and title of individual authorized - to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur



Signature

2018-08-30

Date

This document/information conforms to all federal and provincial environmental legislation.

Ce document de renseignements/information est conforme aux lois fédérales et provinciales sur l'environnement.

Document / Document / Dokument No. 141 des séries du document de manuscrits de la bibliothèque

## Instructions on reverse.



# TERVITA

## Manifest Supplement – Multiple Different Wastes Form 6: Under the authority of the Hazardous Waste Regulation Schedule 5, Section 47.2

### CONDITIONS:

- This form can only be used as an attachment to a HAZARDOUS WASTE MANIFEST under the following conditions:
- (a) There is only one Consignor (Generator) and only one Consignee (Receiver) for all of the waste listed on the referenced manifest and on this form.
  - (b) There are no additions to or deletions of waste from the consignment after the shipment leaves the consignor's site.
  - (c) The form must be attached to the Reference Manifest and must be in the vehicle when the shipment is being transported.

CONSIGNOR:	REP Kogalys	REFERENCE MANIFEST NUMBER:	851117-7
------------	-------------	----------------------------	----------

Shipping Name of Waste	Class	UN No.	Packing Group	Quantity Shipped	Units / Kg	Packaging		Physical State	Quantity Received	Units / Kg	Identify any Shipment Discrepancy Problems. Attach Addendum if Necessary	Handling Code	Decontamination	
						No.	Codes						Packaging/ Container	Vehicle
UN 2993 (Hazardous liquid)	3	1	11	400	4	2	01	L	200	kg		01		
UN 2994 (Hazardous liquid)	3	1	11	200	4	1	01	L	200	kg		01		
UN 2995 (Hazardous liquid)	3	1	11	200	4	1	01	L	200	kg		01		
UN 2996 (Hazardous liquid)	3	1	11	200	4	1	01	L	200	kg		01		
UN 2997 (Hazardous liquid)	3	1	11	200	4	1	01	L	200	kg		01		
UN 2998 (Hazardous liquid)	3	1	11	200	4	1	01	L	200	kg		01		
UN 2999 (Hazardous liquid)	3	1	11	200	4	1	01	L	200	kg		01		
UN 3000 (Hazardous liquid)	3	1	11	200	4	1	01	L	200	kg		01		
UN 3001 (Hazardous liquid)	3	1	11	200	4	1	01	L	200	kg		01		
UN 3002 (Hazardous liquid)	3	1	11	200	4	1	01	L	200	kg		01		
UN 3003 (Hazardous liquid)	3	1	11	200	4	1	01	L	200	kg		01		
UN 3004 (Hazardous liquid)	3	1	11	200	4	1	01	L	200	kg		01		
UN 3005 (Hazardous liquid)	3	1	11	200	4	1	01	L	200	kg		01		
UN 3006 (Hazardous liquid)	3	1	11	200	4	1	01	L	200	kg		01		
UN 3007 (Hazardous liquid)	3	1	11	200	4	1	01	L	200	kg		01		
UN 3008 (Hazardous liquid)	3	1	11	200	4	1	01	L	200	kg		01		
UN 3009 (Hazardous liquid)	3	1	11	200	4	1	01	L	200	kg		01		
UN 3010 (Hazardous liquid)	3	1	11	200	4	1	01	L	200	kg		01		

I certify the above shipments have been made in compliance with the Hazardous Waste Regulation.		Date (YY/MM/DD)	
Consignor Contact Name (Please Print)	Signature	Telephone Number	FAX Number

### INSTRUCTIONS: When the shipment has been completed the Consignee (Receiver):

- Attaches Copy A to Copy 3 of Manifest and mails to the appropriate authority in the jurisdiction where Consignee is located.
- Attaches copies of Copy 3 to copies of Copy 4 of Manifest and returns to each Carrier.
- Attaches Copy C to Copy 5 of Manifest and retains for 2 years.
- Attaches Copy D to Copy 6 of Manifest and mails to Consignor.

COPY C (BLUE)

208  
(Special)



This Movement document/transcript conforms to all federal and provincial environmental legislation. Ce document de mouvement/transcript est conforme aux législations fédérale et provinciale sur l'environnement.

Woff 126130

**Movement Document / Manifest Reference No.**

**Instructions on reverse**

209

**Manifest Supplement – Multiple Different Wastes**  
Form 6: Under the authority of the Hazardous Waste Regulation Schedule 5, Section 47.2

**CONDITIONS:**  
This form can only be used as an attachment to a **HAZARDOUS WASTE MANIFEST** under the following conditions:  
(a) There is only one Consignor (Generator) and only one Consignee (Receiver) for all of the waste listed on the referenced manifest and on this form.  
(b) There are no additions to or deletions of waste from the consignment after the shipment leaves the consignor's site.  
(c) The form must be attached to the Reference Manifest and must be in the vehicle when the shipment is being transported.

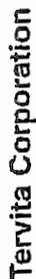
CONSIGNOR:	Shipping Name of Waste	Class	UN No.	Packing Group	Quantity Shipped	Units L / Kg	Packaging		Physical State	Quantity Received	Units L/Kg	Identify any Shipment Discrepancy Problems, Attach Addendum if Necessary	Handling Code	Decontamination	
							No.	Codes						Packaging/ Container	Vehicle
Topy Corporation 243632-2	UN 3000 Corrosive liquid. UN 3000 Corrosive liquid, benzoic acid	3	✓	II	100 kg	100 kg	1	07	L	100 kg			01		
	UN 3000 Corrosive liquid, benzoic acid	3	✓	II	100 kg	100 kg	1	07	L	100 kg			01		
	UN 3000 Corrosive liquid, benzoic acid	3	✓	II	100 kg	100 kg	1	07	L	100 kg			01		
	UN 3000 Corrosive liquid, benzoic acid	3	✓	II	100 kg	100 kg	1	07	L	100 kg			01		
	UN 3000 Corrosive liquid, benzoic acid	3	✓	II	100 kg	100 kg	1	07	L	100 kg			01		
	UN 3000 Corrosive liquid, benzoic acid	3	✓	II	100 kg	100 kg	1	07	L	100 kg			01		
	UN 3000 Corrosive liquid, benzoic acid	3	✓	II	100 kg	100 kg	1	07	L	100 kg			01		
	UN 3000 Corrosive liquid, benzoic acid	3	✓	II	100 kg	100 kg	1	07	L	100 kg			01		
I certify the above shipments have been made in compliance with the Hazardous Waste Regulation.															

**INSTRUCTIONS:** When the shipment has been completed the Consignee (Receiver):

- ☐ **Attaches Copy A to Copy 3 of Manifest and mails to the appropriate authority in the jurisdiction where Consignee is located.**
- ☐ **Attaches copies of Copy 8 to copies of Copy 4 of Manifest and returns to each Carrier.**
- ☐ **Attaches Copy C to Copy 5 of Manifest and retains for 2 years.**
- ☐ **Attaches Copy D to Copy 6 of Manifest and mails to Consignor.**

COPY C (BLUE)





ABC #: 2042 / LT 0765 / NTC 000038  
ABR #: 1101 / 10022  
E-mail: [info@tervita.com](mailto:info@tervita.com)

Number 423044

Reference:  
Manifest:

**24 hour Phone #: 1-800-327-7455**

☐ RECYCLE DOCKET ☒ BILL OF LADING ☐ OTHER

☒ BILL OF LADING

<b>PLACARDS</b>	<b>YES</b>	<b>No. and Type</b>
<b>REQUIRED</b>	<b>NO</b>	<b>Issued</b>

Quote #:  
Project #:

Consignor/ Generator	Id / Code #:
Company Name RMP	
Mailing Address 14100 Green Timber Way Surrey BC V3V 7Z2	
Site Location 11750 Kinginger Dr. Richmond BC V7E 3N6	
Generator Name and Signature Chf GRAMIS	57115
Date 14 / 05 / 27	Phone # 604-266-1744

Carrier	ID #	LT 0765	Alternate Carrier	ID #
Company Name		Tervita Corporation		
Mailing Address		15511 Valley Ridge Road Blv 614		
Registration #		6-07335 AB		
Driver Name and Signature		[Signature]		
Date	Phone #	Aug 27 2018 604124 7000		

**COLLECTION - C / DELIVERY - D.**

**GNC - 212**  
**(Special)**

[illegible]

Consignee/Receiver	Id / Code #:
Company Name	
Authorized Person and Signature	

Mailing Address	Receipt Date
13511 Vineland Way Receiving Site Location (Phone #)	8/31/18
604-214-7000	Intended Disposal Facility and Location Rt. 20E (Terrell) Richmond

Special handling / Instructions
Other / Directions

11700 KING FISHER

NO#128130

ER Job Control and Resource Log						
Client: <b>RCMP</b>	Job#	WO #	Date: <b>Aug 27</b>			
Labour						
Name	Role	Start Time	End Time	ST Hrs	OT/OT Hrs	Total
<b>TROY KIZMAN</b>	<b>FOREMAN</b>	<b>0600</b>	<b>2000</b>			<b>14</b>
<b>JOE LEBLANC</b>	<b>SUPERVISOR</b>	<b>0600</b>	<b>2000</b>			<b>14</b>
<b>TROY CRITCHE</b>	<b>ENGINEER</b>	<b>0600</b>	<b>2000</b>			<b>14</b>
<b>KELLY CRAWFORD</b>	<b>HAZMAT RECOGNITION</b>	<b>0600</b>	<b>2000</b>			<b>14</b>
<b>SWAN GOSWAMI</b>	<b>HAZMAT RECOGNITION</b>	<b>0600</b>	<b>2000</b>			<b>14</b>
<b>PAUL PERKINS</b>	<b>TECH</b>	<b>0600</b>	<b>2000</b>			<b>14</b>
<b>JEFF MART</b>	<b>DRIVER</b>	<b>0600</b>	<b>2000</b>			<b>14</b>
Mobile Equipment						
	EH	UNIT #		EH	Vendor	
HAZMAT Response Trailer	<b>14</b>	<b>TR281</b>	Vacuum Truck - Hydroexcavator			
Spill Response Trailer		<b>TR</b>	Vacuum Truck - 3rd Party			
Support Truck	<b>14</b>	<b>PT081</b>	Dump Truck - Tandem			
Confined Space Equipment Unit		<b>PT182</b>	Dump Truck - Tandem & Pony			
Hiab Crane Truck LT		<b>HT</b>	Dump Truck - Tandem & Transfer			
Cube Van <b>14</b> <b>LARGE</b>	<b>14</b>	<b>HT016</b>	Excavator - 320CL with Operator			
Vacuum Truck - Hazco Owned		<b>VT</b>	Backhoe - Rubber Tire 420 Cal			
Roll Off Truck		<b>HT</b>	Mobilization / Demobilization			
Supplies & Consumables						
Personal Protective Equipment / Decon	Qty	Containment	Qty			
Level-A		Absorbent Pads (WP-H)				
Level-B	<b>23</b>	5" River Boom/Land Boom				
Level-C	<b>1</b>	Vermiculite 2Cu, FL	<b>11</b>			
Level-D		Hazco Bag <b>11</b> <b>11</b>	<b>11</b>			
Additional SCBA Bottle	<b>11</b>	Steel Open Head Drum	<b>11</b>			
SABA System		Steel Tight Head Drum	<b>11</b>			
Decontamination System		Poly Tight Head Drum	<b>11</b>			
Instrumentation & Analysis	Qty	Steel Overpack Drum				
4 Gas Monitors		Poly Overpack Drum	<b>11</b>			
Ammonia		Overpack Drum Rental	<b>7</b>			
Phosphine		UN Approved Pail 20L with lid				
Draeger Pump per use		UN Approved Pail 20L PG 1 with lid				
Draeger Colorimetric tubes		Pail 5L with lid	<b>10</b>			
Mercury Vapor Monitoring		Roll Off Bin-Open	hyd			
Thermometer - Infrared Laser		Roll Off Bin-Sealed	hyd			
Resistance Meter		Drum Liners				
Photo Ionization Detector		4 Mil Poly 20'x100'				
Radiation Meter		Rags - 30lb bag				
HazCat Identification Test		Other (list)				
Equipment Packages	Qty	Reagents & Miscellaneous	Qty			
AOD 1" Aluminum/Steel		Soda Ash Dense				
AOD 1" Chemical Transfer		Citric Acid				
AOD 2" Chemical Transfer		Degreaser - 4L				
AOD 3" Aluminum/Steel		Degreaser - 20L				
Electric Transfer Pump		Overnight Charge (out of town work)				
Pressure Washer 3000psi		Food & Fluids (per worker/8hr)	<b>7</b>			
Submersible Pump 2"		Hazardous Waste Manifest	<b>1</b>			
Trash Pump 2"		Activation Fee				
Supervisor: **		Return to Base:				

2 - Pump's

\*\* Supervisor must complete and submit job log to WS Administrator by the next working day upon job completion

Mobile Equipment	Quantity
Site Office Trailer	
Cargo Trailers	
Vacuum Trailer	
Forklift 5500LB	
Genie Lift S20	
Scissor Lift 19FT	
Personal Protective Equipment	
Level-A Suit	
Level-B Suit	
Level-C Suit	
Bunker Gear - per person per shift	
Chem Tape	
Nitrile gloves (long) - pair	
Nitrile gloves (wrist) - box	
PVC Gloves	
Leather Gloves	
Latex Yellow Boot	
Rubber Disposal PVC, CSA	
Full face respirator	
OVP100 Defender Cartridges (Pair)	
Mercury respiratory cartridges	
Fluid Transfer Equipment	
Suction Hose 2" (20Ft)	
Suction Hose 3" (20Ft)	
Discharge Hose 2" (20Ft)	
Discharge Hose 3" (20Ft)	
Suction Hose Acid Resistant 2" (20Ft)	
Discharge Hose Acid Resistant 2" (20Ft)	
Hand Pump 6 GPM (Disposable)	2
Specialty Equipment	
Cylinder Capping "A" Kit (Rental)	
Tonner Capping Kit "B" (Rental)	
Chlorine Capping "C" Kit	
Salvage Cylinder	
Dome Clamps	
Bonding and Grounding Kit	
HEPA Vacuums	
Industrial Vacuum Unit	
Mercury Spill Kits	
Mercury Vacuum	
Mercury Wipes	
Mercury Solution	
Pneumatic Equipment	
Rollover Kit	
Compressor	
Airline 50 ft. Sections	
Air Guns	
Air Chisels	
Air Drill	
Hole Saw Kit	
Miscellaneous	
Drum Funnel	
Barrel Harness	
Genset and Cords	
Exhaust Fans	
Orange Safety Fence (50 ft. roll)	
Halogen Work Light Pods	
Drain Covers (black rubber)	
Epoxy Stick	
Low-Angle rescue package (2 men set)	
Life jackets	
Storage fee per drum per day or equivalent	
Cylinder Storage Charge	

[Print](#) | [Close Window](#)

**Subject:** RE: 2386 - Letter for your attention

**From:** "Burns,Brendan" <BBurns1@richmond.ca>

**Date:** Tue, Jul 16, 2019 2:17 pm

**To:** "alfonso@hendersonleelaw.com" <alfonso@hendersonleelaw.com>

**Cc:** "Capuccinello Iraci, Tony" <ACapuccinelloiraci@richmond.ca>

Mr. Chen,

We acknowledge receipt of your letter and email from last week.

With respect to the first question in your letter, I have reached out to the RCMP and the various departments at the City in order to confirm if there are any other pending invoices (other than that from Richmond Fire Rescue) for services or inspections carried out to date in accordance with Bylaw 7897 with respect to your client's property.

With respect to the second question in your letter, I would encourage you to review Part Three of the Property Maintenance & Repair Bylaw No. 7897, which establishes fees. These include, without limitation, fees for inspections prior to the issuance of a re-occupancy permit and fees necessary to obtain a re-occupancy permit. Please also note that in accordance with section 2.4, a building permit must be obtained if any proposed or remediation work to the property requires a permit under the City's Building Regulation Bylaw. Pursuant to the Fire Protection and Life Safety Bylaw No. 8306, Richmond Fire Rescue may also inspect the property to ensure the required securing procedures for the vacant property are in place, and may charge a fee in relation to such re-inspection.

With respect to your email below, as this matter involves multiple agencies and departments at the City, our legal department has assumed conduct of this file. If there is a particular department or departments you wish to speak with, we can attempt to arrange a meeting.

Please feel free to phone me if you would like to discuss this further.

All the best,  
Brendan

**BRENDAN BURNS**  
Staff Solicitor

**City of Richmond**  
6911 No. 3 Road  
Richmond, B.C.  
V6Y 2C1  
**Tel:** (604) 204-8624  
**Fax:** (604) 276-4037  
**Email:** [bburns1@richmond.ca](mailto:bburns1@richmond.ca)

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---

**From:** [alfonso@hendersonleelaw.com](mailto:alfonso@hendersonleelaw.com) [mailto:[alfonso@hendersonleelaw.com](mailto:alfonso@hendersonleelaw.com)]

**Sent:** Friday, 12 July 2019 13:21

**To:** Burns,Brendan

**Cc:** Capuccinello Iraci,Tony

**Subject:** RE: 2386 - Letter for your attention

Dear Sirs,

**CNCL - 215**  
**(Special)**

I follow up on our letter of today's date regarding a new request, additional to those set out in our letter.

I email to ask for the contact information of the responsible person of this matter and ask for your consent for me to contact that person directly. My hope is that, after I meet with that person, my client can have a somewhat accurate and precise estimate of how much the total cost from the City about the subject matter would be.

Thank you.

Yours truly,

**Alfonso Chen**  
Barrister & Solicitor

**HENDERSON & LEE LAW CORPORATION**

Address: #310 - 4885 Kingsway, Burnaby, V5H 4T2

Tel: 604-558-2258

Fax: 604-558-4023

[www.hendersonleelaw.com](http://www.hendersonleelaw.com)

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----- Original Message -----

Subject: 2386 - Letter for your attention

From: <[alfonso@hendersonleelaw.com](mailto:alfonso@hendersonleelaw.com)>

Date: Fri, July 12, 2019 11:12 am

To: "Brendan Burns" <[BBurns1@richmond.ca](mailto:BBurns1@richmond.ca)>

Cc: [Acapuccinelloiraci@richmond.ca](mailto:Acapuccinelloiraci@richmond.ca)

Dear Sirs,

Please find attached our letter of today's date.

Thank you.

Yours truly,

**Alfonso Chen**  
Barrister & Solicitor

**HENDERSON & LEE LAW CORPORATION**

Address: #310 - 4885 Kingsway, Burnaby, V5H 4T2

Tel: 604-558-2258

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2-6

**RCMP**



ROYAL CANADIAN MOUNTED POLICE

LOWER MAINLAND DISTRICT REGIONAL POLICE SERVICE – **CONNECTED TO OUR COMMUNITIES**

***Richmond Detachment***

MEMO

TO: Reinaldo Cheng, City of Richmond

RCMP Finance Manager

FM: Sgt. Gene Hsieh

July 17, 2019

RE: Request for further details on police response to Richmond File 18-27045, 11780 Kingfisher drive Richmond

I am the officer in charge of the team that conducted the Kingfisher road investigation and was one of the original attending officers and was present for all 4 days of the response to the drug lab. Based on my personal involvement and my review of the investigation I have summarized the initial police response as followed:

1. On August 24, 2018 Richmond RCMP General Duty section responded to a request from Richmond Fire rescue for assistance related to a house fire at 11780 Kingfisher drive Richmond.
2. General duty officers attended the scene which required them to shut down the streets to ensure a safe area for Fire Rescue to operate in and to ensure neighbouring properties and occupants were not contaminated or endangered by what was suspected at the time to be a drug lab. Due to this concern some properties were evacuated which required officers to go to door to door.
3. On the first day of the response, 12 general duty police officers were required at varying times to maintain scene security, conduct traffic control, and deal with the safety of the neighbourhood. In addition, 5 specialized clandestine drug lab officers were required to attend the scene to begin investigating the drug lab, and gather evidence for a search warrant to go in and deal with the drug lab inside the house. Due to the safety concerns of chemicals inside the house, 24 hour security of the house was required to be maintained by the police by at least 2 officers while police sought a search warrant.
4. On the second day of the response with a search warrant to enter the house on August 25, 2018, Richmond RCMP continued their investigation and dismantle of the drug lab. Due to the



Royal Canadian Mounted Police  
Gendarmerie royale du Canada

**CNCL - 217  
(Special)**

**Canada**

sheer size of the drug lab found inside, local specialized officers had to call in 4 additional drug lab investigators to attend with further equipment. Two Health Canada chemists were required to help take samples of chemicals and deal with the dangerous chemicals and a forensic identification officer to take fingerprints and scene photos. For safety reasons, the Richmond Fire Rescue Hazmat team was required to be a scene to manage decontamination and act as a rapid intervention team should a police officer be injured inside the drug lab. 6 General duty police officers were required at varying times to maintain traffic control and scene security. Finally a 2 person BC ambulance team was required to be at scene while police and fire were present dealing with chemicals. Due to the need to use special protective equipment such as chemical suits and air purifying respirators officers could only work limited hours in the drug lab. As a result scene security was once again established by 2 general duty officers over night until the next morning when specialized officers could return.

5. On the third day of the response, August 26, 2018, 8 drug investigators were required to return as well as 3 general duty officers, 2 Health Canada chemists, as well as the Fire Rescue Hazmat team and the BC ambulance service to allow officers to continue to dismantle the drug lab inside the house. At the end of this day, all the chemicals and contaminated equipment had been catalogued and moved outside to where a waste contractor would be able to safely evaluate and access the items. Due to the time of day, and the length of time required to deal with the materials police were once again required to establish security by 2 officers over night until the next morning.
6. On the final day of the response, August 27, 2018, 2 drug investigators were required to return to meet the waste contractor and supervise the removal of the chemicals.
7. The investigation continued on for several months which occupied the time of 6 drug investigators however those costs are not included in the cost back submitted here. This summary document is intended to provide context to the number of officers and hours billed back as a result of this drug lab. As one can see the response is very technical and labour intensive.

Respectfully submitted,

Sgt. Gene Hsieh

Officer in Charge Organized Crime and Drug unit

Richmond RCMP





# RICHMOND RCMP MARIHUANA GROW/CLAN LAB OPERATION LABOUR/EQUIPMENT REPORT

DATE DISMANTLED: 180824 - 180827

RCMP FILE #: 18-27045

DATE COST BACK SUBMITTED: 180907

INVESTIGATING MEMBER: CST. JOY NAUGHTON

REG #: 51478

☒ SEARCH WARRANT

☒ OTHER: RED Responded TO FIRE/SMOKE

DID PROPERTY OWNER REPORT THE GROW OPERATION / CLAN LAB

☐ YES

☒ NO

ACCOUNT 3590 -10-65 -64020-0000

		Regular Hours	Hours @1.5	Hours @ 2.0	Total Billable Hours	RATE	TOTAL
Equipment/Supplies							
2 BOX NITRIL GLOVE							
EVIDENCE BAG 14x16		50 BAGS					1944.16
CLAN TEAM CONSUMABLE							<del>3000.00</del>
Other							
Tervita (Hazco)	yes or no						
SRG	yes or no						
Members - Name	Rank						
Gene HSIEH	Sgt	3	5.5	33	74.25	41.46	\$3078.41
Deak FROST	CPL	3	0	27	54.00		2238.84
Darcy McCAULEY	CST	3	0	27	54.00		2238.84
LEAH STANBURY	CST	0	0	20	40.00		1658.40
D ABASS	CST	2.5			-		-
POO N	CST	2.5			-		-
M STRINGER	CST	1.5			-		-
PICKERING	CST	3			-		-
OSTHUIZEN	CST	4.5			-		-
IMBEAULT	CPL	5.5			-		-
TARLING	CST	2.5			-		-
TJ ROTHOM	CST	2.0			-		-
YU CAI	CPL			10	-		-
CHENG	CST	5					
TOTAL COST:						\$11,158.65	

Submitted By: Gene HSIEH, Sgt  
Reg# 48190  
HRMIS# 086352

Signature:



RICHMOND RCMP MARIHUANA GROW/CLAN LAB  
OPERATION LABOUR/EQUIPMENT REPORT

DATE DISMANTLED: 180824-180827  
DATE COST BACK SUBMITTED: 180907  
INVESTIGATING MEMBER: CST. JOY NGUYEN

RCMP FILE #: 18-27045  
REG #: 51478

☒ SEARCH WARRANT  
☒ OTHER: \_\_\_\_\_

DID PROPERTY OWNER REPORT THE GROW OPERATION / CLAN LAB

☐ YES  
☒ NO

		Regular Hours	Hours @1.5	Hours @ 2.0	Total Billable Hours	RATE	TOTAL
Equipment/Supplies							
Other							
Tervita (Hazco)	yes or no						
SRG	yes or no						
Members - Name	Rank						
C. LO	CST			13.5	27.	41.26	\$114.02
McTAVEN	CST			13.0	26.	41.26	1077.96
S. SANDHU	CST			7.0	14.	41.26	577.64
S. SIDHU	CST			12.0	24.	41.26	990.24
M. LI	CST			20.0	40.	41.26	1650.40
EDU CIAN TEAM	CST.	12	84	186	41.26	7674.36	
- ROMANKO					-		-
- MCNEIL					-		-
- WESTWICK					-		-
- FISHER					-		-
					-		-
					-		-
					-		-
					-		-
TOTAL COST:							\$13,084.62

Submitted By: Gene HSIEH, Sgt  
Reg# 48190  
HRMIS# 086352

Signature:

**RICHMOND FIRE RESCUE**  
**Billing for 11780 Kingfisher Drive**

**August 25, 2018**

<b>RIE06/RIH06</b>		<b>Time</b>	<b>Base Rate</b>	<b>OTP(1.5)</b>	<b>Total</b>
McMillan	Officer	2	58.41 OTP(1.5)	87.62	175.23
Rende	FF	2	47.87 OTP(1.5)	71.81	143.61
Stewardson	FF	2	47.87 OTP(1.5)	71.81	143.61
Barkley	FF	2	44.27 Reg time	0	88.54

<b>RIQ06</b>		<b>Time</b>	<b>Base Rate</b>	<b>OTP(1.5)</b>	<b>Total</b>
Kelder	Officer	2	58.41 OTP(1.5)	87.62	175.23
		8	58.41 OT2(2.0)	116.82	934.56
Cabatic	FF	2	47.87 OTP(1.5)	71.81	143.61
		8	47.87 OT2(2.0)	95.74	765.92
Dube	FF	2	44.27 OTP(1.5)	66.41	132.81
		8	44.27 OT2(2.0)	88.54	708.32
Tachen	FF	10	44.27 OTP(1.5)	66.41	664.05

**August 26, 2018**

<b>RIE06/RIH06</b>		<b>Time</b>	<b>Base Rate</b>	<b>OTP(1.5)</b>	<b>Total</b>
Tack	Officer	10	58.41 OTP(1.5)	87.62	876.15
Brannen	FF	10	47.87 OTP(1.5)	71.81	718.05
Metzak	FF	10	47.87 OTP(1.5)	71.81	718.05
Dhillon	FF	10	47.87 OTP(1.5)	71.81	718.05

Grand total before taxes & admin

7,105.79

1,421.16



# Invoice

TERVITA CORPORATION  
c/o C3025  
PO Box 2572 Stn M  
CALGARY, AB CANADA T2P 3L4  
PH: 403-233-7565 F: 403-261-5612

Invoice # 84842

Invoice Date : October 10, 2018

Acct # 135728-141

To: RCMP  
14200 GREEN TIMBERS WAY  
MAILSTOP 108  
SURREY BC V3T 6P3

Work Order #'s included in this invoice:  
123130

Attn: MIKE MCNAB

PO #: TA#174

Comments: If there are any discrepancies with regards to this invoice, please email [HMMinvoicehelp@tervita.com](mailto:HMMinvoicehelp@tervita.com) or alternately contact your local sales representative.

Date: 8/27/2018 WO #: 123130 Locn: CLAN LAB: 11780 KING FISHER DRIVE RICHMOND				LSD/NTS:		
Qty	Unit	Svc Code	Item Details	Document #	Unit Price	Ext. Price
5.00	CONTAINER BAG 1.0M3	LP11	LP NON-REGULATED (S) MINIMUM CHARGE	428042	\$350.00	\$1,750.00
7.00	CONTAINER BAG 1.0M3	LP11	LP NON-REGULATED (S) MINIMUM CHARGE	428044	\$350.00	\$2,450.00
3.00	CONTAINER DRUM 205L	NU01	CORR LIQUID INORG ACID	BM83632-2	\$340.00	\$1,020.00
2.00	CONTAINER DRUM 205L	LP04	LP FLAMMABLE (L)	BM83632-2	\$285.00	\$570.00
1.00	CONTAINER DRUM 205L	LP04	LP FLAMMABLE CORR (L)	BM83632-2	\$595.00	\$595.00
1.00	CONTAINER DRUM 205L	LP08	LP TOXIC (L) ORGANIC	BM83632-2	\$415.00	\$415.00
1.00	CONTAINER DRUM 205L	NU01	CORR LIQUID INORG ACID	BM83632-2A	\$340.00	\$340.00
3.00	CONTAINER DRUM 205L	LP02	LP COR (L) INORGANIC ACID	BM83632-2A	\$340.00	\$1,020.00
1.00	CONTAINER DRUM 205L	LP02	LP COR (L) INORGANIC BASIC	BM83632-2A	\$340.00	\$340.00
1.00	CONTAINER DRUM 205L	LP01	LP SODIUM HYDROXIDE	BM83632-2A	\$340.00	\$340.00

CNCL - 223  
(Special)



2-9

# Invoice

TERVITA CORPORATION  
c/o C3025  
PO Box 2572 Stn M  
CALGARY, AB CANADA T2P 3L4  
PH: 403-233-7565 F: 403-261-5612

Invoice # **84842**

Invoice Date : October 10, 2018

Acct # 135728-141

**To: RCMP**  
**14200 GREEN TIMBERS WAY**  
**MAILSTOP 108**  
**SURREY BC V3T 6P3**

Work Order #'s included in this invoice:  
123130

**Attn: MIKE MCNAB**

**PO #: TA#174**

**Comments:** If there are any discrepancies with regards to this invoice, please email [HMMinvoicehelp@tervita.com](mailto:HMMinvoicehelp@tervita.com) or alternately contact your local sales representative.

Qty	Unit	Svc Code	Item Details	Document #	Unit Price	Ext. Price
1.00	CONTAINER DRUM 205L	LP07	LP TOXIC (S) ORGANIC	BM83632-2A	\$415.00	\$415.00
4.00	CONTAINER PAIL 20L	LP02	LP COR (L) INORGANIC ACID	BM83632-2A	\$70.00	\$280.00
1.00	CONTAINER PAIL 20L	LP04	LP FLAMMABLE (L)	BM83632-2A	\$65.00	\$65.00
1.00	CONTAINER DRUM 205L	LP06	LP IODINE	BP47169-7	\$415.00	\$415.00
7.00	CONTAINER PAIL 20L	LP04	LP FLAMMABLE (L)	BP47169-7	\$65.00	\$455.00
3.00	CONTAINER PAIL 20L	LP04	LP METHANOL	BP47169-7	\$85.00	\$255.00
1.00	CONTAINER DRUM 205L	LP02	LP COR (L) INORGANIC BASIC	BP47169-7A	\$340.00	\$340.00
2.00	CONTAINER DRUM 205L	LP04	LP FLAMMABLE (L)	BP47169-7A	\$285.00	\$570.00
1.00	CONTAINER DRUM 205L	LP04	LP FLAMMABLE CORR (L)	BP47169-7A	\$595.00	\$595.00
2.00	CONTAINER PAIL 20L	LP05	LP OXIDIZER (S)	BP47169-7A	\$100.00	\$200.00

**CNCL - 224**  
**(Special)**





# Invoice

TERVITA CORPORATION  
c/o C3025  
PO Box 2572 Stn M  
CALGARY, AB CANADA T2P 3L4  
PH: 403-233-7565 F: 403-261-5612

Invoice # 84842

Invoice Date : October 10, 2018

Acct # 135728-141

To: RCMP  
14200 GREEN TIMBERS WAY  
MAILSTOP 108  
SURREY BC V3T 6P3

Work Order #'s included in this invoice:  
123130

Attn: MIKE MCNAB

PO #: TA#174

Comments: If there are any discrepancies with regards to this invoice, please email [HMMinvoicehelp@tervita.com](mailto:HMMinvoicehelp@tervita.com) or alternately contact your local sales representative.

Qty	Unit	Svc Code	Item Details	Document #	Unit Price	Ext. Price
1.00	CONTAINER DRUM 205L	LP02	LP COR (L) INORGANIC BASIC	BP47169-7B	\$340.00	\$340.00
1.00	CONTAINER PAIL 20L	LP01	LP AMMONIA SOLUTIONS	BP47169-7B	\$70.00	\$70.00
1.00	CONTAINER PAIL 20L	LP01	LP SODIUM HYDROXIDE	BP47169-7B	\$70.00	\$70.00
11.00	EACH	C002	BAG 1M3 (SINGLE LINED) UN RATED		\$83.00	\$913.00
1.00	EACH	F053	DOCUMENTATION MANIFESTING CHARGE		\$20.00	\$20.00
6.00	EACH	C038	DRUM 205L POLY CT RECON		\$75.00	\$450.00
7.00	EACH	C040	DRUM 205L POLY OT RECON		\$75.00	\$525.00
3.00	EACH	C042	DRUM 205L STEEL CT RECON		\$60.00	\$180.00
6.00	EACH	C044	DRUM 205L STEEL OT RECON		\$70.00	\$420.00
2.00	HOUR	L015	FIELD CHEMIST DT		\$220.00	\$440.00
4.00	HOUR	L014	FIELD CHEMIST OT		\$165.00	\$660.00
8.00	HOUR	L013	FIELD CHEMIST		\$110.00	\$880.00
1.00	FLAT RATE	T003	HAZMAT RESPONSE TRAILER DAILY RATE		\$650.00	\$650.00
2.00	HOUR	L021	IR PROJECT MANAGER DT		\$240.00	\$480.00

CNCL - 225  
(Special)



# Invoice

TERVITA CORPORATION  
c/o C3025  
PO Box 2572 Stn M  
CALGARY, AB CANADA T2P 3L4  
PH: 403-233-7565 F: 403-261-5612

Invoice # 84842

Invoice Date : October 10, 2018

Acct # 135728-141

To: RCMP  
14200 GREEN TIMBERS WAY  
MAILSTOP 108  
SURREY BC V3T 6P3

Work Order #'s included in this invoice:  
123130

Attn: MIKE MCNAB

PO #: TA#174

Comments: If there are any discrepancies with regards to this invoice, please email [HMMinvoicehelp@tervita.com](mailto:HMMinvoicehelp@tervita.com) or alternately contact your local sales representative.

Qty	Unit	Svc Code	Item Details	Document #	Unit Price	Ext. Price
4.00	HOUR	L020	IR PROJECT MANAGER OT		\$180.00	\$720.00
8.00	HOUR	L019	IR PROJECT MANAGER		\$120.00	\$960.00
2.00	HOUR	L027	IR TEAM LEAD DT		\$220.00	\$440.00
4.00	HOUR	L026	IR TEAM LEAD OT		\$165.00	\$660.00
8.00	HOUR	L025	IR TEAM LEAD		\$110.00	\$880.00
6.00	HOUR	L030	IR TECHNICIAN DT		\$200.00	\$1,200.00
12.00	HOUR	L029	IR TECHNICIAN OT		\$150.00	\$1,800.00
24.00	HOUR	L028	IR TECHNICIAN		\$100.00	\$2,400.00
7.00	DAY	F063	LOA SUBSISTENCE ONLY		\$26.00	\$182.00
10.00	EACH	C094	PAIL 5L POLY W/LID		\$12.00	\$120.00
2.00	EACH	C099	PUMP HAND DISPOSABLE		\$53.00	\$106.00
14.00	HOUR	T012	SINGLE AXLE CUBE VAN		\$160.00	\$2,240.00
1.00	FLAT RATE	T052	TRUCK LIGHT DUTY SERVICE VEHICLE IR DAILY RATE		\$160.00	\$160.00
2.00	EACH	A023	VERMICULITE 25LBS BAG		\$53.00	\$106.00

CNCL - 226  
(Special)



# Invoice

TERVITA CORPORATION  
c/o C3025  
PO Box 2572 Stn M  
CALGARY, AB CANADA T2P 3L4  
PH: 403-233-7565 F: 403-261-5612

Invoice # 84842

Invoice Date : October 10, 2018

Acct # 135728-141

To: RCMP  
14200 GREEN TIMBERS WAY  
MAILSTOP 108  
SURREY BC V3T 6P3

Work Order #'s included in this invoice:  
123130

Attn: MIKE MCNAB

PO #: TA#174

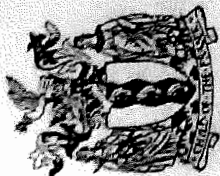
**Comments:** If there are any discrepancies with regards to this invoice, please email [HMMinvoicehelp@tervita.com](mailto:HMMinvoicehelp@tervita.com) or alternately contact your local sales representative.

Qty	Unit	Svc Code	Item Details	Document #	Unit Price	Ext. Price
<b>Sub Total:</b>						\$30,502.00
<b>GST 5.00%:</b>						\$1,525.10
<b>Invoice Total :</b>						\$32,027.10

Net 30 Days  
1.5% per month surcharge on overdue accounts  
GST# 865985469

**Part III. Invoices received by the Owner**

3-1	City Invoice # FIR2808 - \$4,200	2018/09/12	2018/11
3-2	Genesis Invoice #14697 - \$18,375	2018/09/27	2018/11
3-3	City Invoice # MIS-01739 - \$3,277.67	2018/09/28	2018/11
3-4	Genesis Invoice - \$23,500	2018/11/15	2018/12
3-5	Genesis Invoice #14777 - \$21,032.45	2018/12/31	2018/12
3-6	Genesis Invoice #14778 - \$2,467.55	2018/12/31	2018/12
3-7	City Invoice # MIS-02579 - \$67,524.44	2019/05/16	2019/05
3-8	City Invoice # FOR-03489 - \$8,526.95	2019/07/25	2019/07



# City of Richmond

**Invoice No:** FIR-02808  
**Invoice Date:** 09/12/2018  
**GST Number:** R 121454003  
**PST Number:** PST-1000-3200

Pursuant to Property Maintenance & Repair Bylaw No. 7897, unpaid fees outstanding as of December 31, 2018 will be transferred to the property owner's tax account.

For further information, please contact the Richmond Fire Department at 604-278-5131.

1 Safety Inspection Fee  
Address: 11780 Kingfisher Drive  
Plan Review Date: August 28, 2018  
Description of Review: Special Safety Inspection - Do not occupy

\$ 4,200.00

**SUBTOTAL:**

\$ 4,200.00

**TOTAL AMOUNT DUE :**  
(in Canadian dollar)

\$ 4,200.00

CNCL - 229  
(Special)

For billing inquiries, please email: [receivables@richmond.ca](mailto:receivables@richmond.ca), call: 604-276-4253 or fax: 604-276-4162

Richmond

3-2



## INVOICE

creating order from chaos

#29 - 19257 Enterprise Way, Surrey, BC V3S 6J8

Invoice No.: 14697

Date: 09/27/2018

P.O.#

## INVOICE TO:

Cong, Jing

11780 Kingfisher Dr.

Richmond, BC V7E 3N7

## Sold to:

Cong, Jing

11780 Kingfisher Dr.

Richmond, BC V7E 3N7

GENESIS FILE # S18KR2049

Description	Amount
TO INVOICE FOR HAZARDOUS MATERIAL TESTING & CONTROLLED SUBSTANCE	17,500.00
5 - GST @ 5% GST	875.00
<p>Genesis Restorations Ltd GST: #13626 1906</p> <p>Please inform the Project Manager within 7 days if additional support documentation is required</p> <p>TERMS: NET 30 DAYS. INTEREST OF 2% PER MONTH WILL BE CHARGED ON BALANCES NOT PAID WITHIN 30 DAYS.</p>	
<p><b>CNCL - 230</b> <b>(Special)</b></p>	<p><b>Total Amount</b> 18,375.00</p>





# City of Richmond

Invoice No:  
Invoice Date:

MIS-01739  
09/28/2018  
R 121454003  
PST-1000-3200

GST Number:  
PST Number:

Pursuant to Bylaw No. 7897, any unpaid board-up charges as of December 31, 2018 will be transferred to the property owner's tax account.

Emergency Board Up Services  
Address: 11780 Kingfisher Drive  
Date: August 28, 2018

1 Labour

\$ 3,121.59

## SUBTOTAL:

\$ 3,121.59

GST 5 %

\$ 156.08

## TOTAL AMOUNT DUE :

\$ 3,277.67

(in Canadian dollar)

For billing inquiries, please email: [receivables@richmond.ca](mailto:receivables@richmond.ca), call: 604-276-4253 or fax: 604-276-4162

Richmond

## Genesis Restorations Ltd

**#29 - 19257 Enterprise Way  
Surrey, BC V3S 6J8**

## STATEMENT

EXH. BIT B-4

<b>Statement Date</b>
11/15/2018

PLEASE RETURN THIS PORTION WITH  
YOUR PAYMENT

MR. PENG HU

MR. PENG HU

7520 Glacier Cres  
Richmond, BC V7A 1L5

<b>Statement Date</b>
11/15/2018

IF PAYING BY INVOICE, CHECK  
INDIVIDUAL INVOICES PAID

AMOUNT REMITTED \_\_\_\_\_

Page: 1

Transaction Date	Transaction No.	Transaction Type	Amount	Balance	Invoice No.	Amount Due	✓
11/15/2018	19	Deposit		-23,500.00	19	-23,500.00	
					PAID BY CHECK #158		
Age	Current	31-60	Over 60	Total	Balance Due	Total	
Amount	-23,500.00	0.00	0.00	-23,500.00	<	-23,500.00	

PAID BY CHECK  
#158

**CNCL - 232**  
**(Special)**



## INVOICE

3-5

genesis  
RESTORATION LTD

creating order from chaos

#29 - 19257 Enterprise Way, Surrey, BC V3S 6J8

Invoice No.: 14777

Date: 12/31/2018

P.O.#

## INVOICE TO:

MR. PENG HU

7520 Glacier Cres  
Richmond, BC V7A 1L5

## Sold to:

11780 Kingfisher Dr.  
c/o MR. PENG HU  
Richmond, BC  
Genesis File # S19DD5019

Description	Amount
INVOICE FOR REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS FROM THE ABOVE NOTED ADDRESS.	44,761.90
LESS: DEPOSIT OF 50% MADE ON THE ACCOUNT	-23,500.00
LESS: 10% Holdback	-2,350.05
5 - GST @ 5%	
GST	2,120.60
Genesis Restorations Ltd GST: #13626 1906	
Please inform the Project Manager within 7 days if additional support documentation is required	
TERMS: DUE UPON RECEIPT - INTEREST OF 2% PER MONTH WILL BE CHARGED ON BALANCES NOT PAID 5 DAYS OF INVOICE DATE	
<b>Total Amount</b>	<b>21,032.45</b>

CNCL - 233

(Special)

3-6



## INVOICE

creating order from chaos

#29 - 19257 Enterprise Way, Surrey, BC V3S 6J8

Invoice No.: 14778

Date: 12/31/2018 EXHIBIT

P.O.#

B-6

### INVOICE TO:

MR. PENG HU

7520 Glacier Cres  
Richmond, BC V7A 1L5

### Sold to:

11780 Kingfisher Dr.  
c/o MR. PENG HU  
Richmond, BC  
Genesis File # S19DD5019

Description	Amount
INVOICE FOR HOLDBACK RELEASE FROM INV.14777 ON REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS FROM THE ABOVE NOTED ADDRES.	2,350.05
5 - GST @ 5% GST	117.50
Genesis Restorations Ltd GST: #13626 1906	
<p>Please inform the Project Manager within 7 days if additional support documentation is required</p> <p>TERMS: NET 30 DAYS. INTEREST OF 2% PER MONTH WILL BE CHARGED ON BALANCES NOT PAID WITHIN 30 DAYS.</p>	
Total Amount	2,467.55

PAID BY CHEQUE #162

CNCL - 234  
(Special)



City of  
Richmond

INVOICE

Invoice No: MIS-02579  
Invoice Date: 05/16/2019  
Customer Number: C0013850  
Payment Terms: Upon Receipt

Bill To: Cong, Jing  
7520 Glacier Crescent  
Richmond BC V7A 1L5  
Canada

AMOUNT DUE: \$67,524.44

Amount Remitted

Please detach stub and return with your payment to:  
Accounts Receivable  
6911 No. 3 Road, Richmond, BC, V6Y 2C1



City of  
Richmond

Invoice No: MIS-02579  
Invoice Date: 05/16/2019  
GST Number: R 121454003  
PST Number: PST-1000-3200

Pursuant to Bylaw No. 7897, any unpaid recovery costs as of December 31, 2019 will be transferred to the property owner's tax account.

Location: 11780 Kingfisher Drive  
Incident Dates: August 24-27, 2018  
RCMP File: 18-27045

1	Grow-Op Cost Recovery	\$	67,524.44
	Cost Breakdown for Grow-Op Cleanup:		
	- RCMP: \$24,243.27		
	- Tervita: \$32,027.10		
	- 20% Administration Fee: \$11,254.07		

SUBTOTAL: \$ 67,524.44

TOTAL AMOUNT DUE : \$ 67,524.44  
(in Canadian dollar)

For billing inquiries, please email: [receivables@richmond.ca](mailto:receivables@richmond.ca), call: 604-276-4334 or fax: 604-276-4162



CNCL - 235  
(Special)

3-8



City of  
Richmond

INVOICE

Invoice No: **FIR-03489**  
Invoice Date: **07/25/2019**  
  
Customer Number: **C0013850**  
Payment Terms: **Upon Receipt**

Bill To: Cong, Jing  
7520 Glacier Crescent  
Richmond BC V7A 1L5  
Canada

AMOUNT DUE: **\$8,526.95**

Amount Remitted

Please detach stub and return with your payment to:  
Accounts Receivable  
6911 No. 3 Road, Richmond, BC, V6Y 2C1



City of  
Richmond

Invoice No: **FIR-03489**  
Invoice Date: **07/25/2019**  
  
GST Number: **R 121454003**  
PST Number: **PST-1000-3200**

Cost recovery charges based on Bylaw No. 8306, Part 9 Regulations of Fire  
Hazards and Part 15 Fees and Cost Recovery

Pursuant to Bylaw No. 7897, any unpaid recovery costs as of December 31, 2019  
will be transferred to the property owner's tax account.

Location: 11780 Kingfisher Drive  
Incident Dates: August 24-27, 2018

1	Grow-Op Cost Recovery	\$	8,526.95
	Cost Breakdown for Grow-Op Cleanup:		
	- Fire Department: \$7,105.79		
	- 20% Administration Fee: \$1,421.16		

SUBTOTAL: **\$ 8,526.95**

TOTAL AMOUNT DUE : **\$ 8,526.95**  
(in Canadian dollar)

For billing inquiries, please email: [receivables@richmond.ca](mailto:receivables@richmond.ca), call: 604-276-4334 or fax: 604-276-4162



**Part IV. Records of the Owner's compliance with the Bylaws**

4-1	Addendum to Lease Agreement	2017/07/01	
4-2	Flight Ticket Record	2018/09/08	
4-3	Payment of Inspection Fee	2018/11	
4-4	Payment for Environment Opinion Letter	2018/09/19	
4-5	Environment Opinion Letter	2018/10/05	
4-6	Payment for Sample Analysis Report	2018/09/19	
4-7	Sample Analysis Report	2018/10/11	
4-8	Invoice of Board-up Fee	2018/11	
4-9	Payment for Asbestos Removal	2018/12/31	
4-10	Asbestos Removal Certificate	2018/12/31	
4-11	Letter to the City	2019/06/14	
4-12	Letter to the City	2019/07/05	
4-13	Letter to the City	2019/07/12	
4-14	Email re Demolishing	2019/07/22	
4-15	Email to the City solicitor	2019/08/03	
4-16	Letter to the City	2019/08/07	



TENANCY AGREEMENT ADDENDUM

I, Chanel Hsu, hereby agree to these terms & conditions :

- 1) No parties causing excessive noise on the property. Any noise which causes a complaint to be filed by other tenant(s) on the property or neighbouring properties will be deemed excessive and be in violation of this term.
- 2) Pets & smoking are not allowed.
- 3) A fine of \$50.00 will be applied to the tenant if the rental cheque is bounced.
- 4) No illegal substances or activities are to be grown/found in or on the property. The owner / property manager has the right to enter the property every month to ensure this terms is upheld. 24 hrs. notice is required.
- 5) Permanent occupants will be \_\_\_\_\_ people :

\_\_\_\_\_  
Any change in tenant(s) must be notified to the property manager and approved by the owner.

- 6) The tenant(s) understands that it is their sole responsibility to purchase tenant content insurance. The owner will not, in any manner, be held liable for any items lost during the tenancy period.
- 7) Tenant is responsible to pay for the move-in and move-out fee if any.
- 8) When the tenant(s) vacates, the carpet and the unit must be cleaned professionally. All debris inside and outside of the property must be removed at the tenant's expense. All appliances must be cleaned and in working order. Deposit will be returned fourteen days after the end of a tenancy if the suite passes a satisfactory final inspection by the property manager and no (utility) bills are deemed outstanding.
- 9) When tenant departs, the tenant has to return all the keys as stated in Page 3 of Condition Inspection Report (CIR). If the tenant fails to do so, the tenant is responsible to pay for the key(s) lost.
- 10) Deposit will be forfeited if the tenant breaks the lease before the lease expired.

If any of the following terms and conditions listed above are violated or not met, the owner reserves the right to deduct deposit(s) and / or terminate the tenancy agreement. When a tenancy agreement has been terminated, the tenant(s) have 30 days to vacate the property accordingly.

T. J. J. J.

Property Manager

Chanel Hsu

Tenant(s)

- CH
- 11) Tenant agrees to maintain the property, mow the lawn and responsible for repair at her own expenses
- AN





City of  
Richmond

Invoice No: FIR-02808  
Invoice Date: 09/12/2018  
GST Number: R 121454003  
PST Number: PST-1000-3200

Pursuant to Property Maintenance & Repair Bylaw No. 7897, unpaid fees outstanding as of December 31, 2018 will be transferred to the property owner's tax account.

For further information, please contact the Richmond Fire Department at 604-278-5131.

1 Safety Inspection Fee \$ 4,200.00  
Address: 11780 Kingfisher Drive  
Plan Review Date: August 28, 2018  
Description of Review: Special Safety Inspection - Do not occupy

SUBTOTAL: \$ 4,200.00

TOTAL AMOUNT DUE : \$ 4,200.00  
(in Canadian dollar)

EXHIBIT C-1

For billing inquiries, please email: [receivables@richmond.ca](mailto:receivables@richmond.ca), call: 604-276-4253 or fax: 604-276-4162



PAID BY CHEQUE #159

FOR A TOTAL OF

\$7,477.67

City of Richmond  
6911 No. 3 Rd  
Richmond BC V6Y 2C1

Receipt: 58354/162 Nov 19, 2018  
Dated: Nov 19, 2018 01:36:44 PM  
Station: TAX1/YONG315

AM: MI FIR-02808 4,200.00  
ARPMI MIS-01739 3,277.67

Total 7,477.67  
CHEQUE PENG HU -7,477.67

CNCL - 240  
(Special)



MR PENG HU  
7520 GLACIER CRES  
RICHMOND BC V7A 1L5

133

DATE 2018-09-19  
Y Y Y Y M M D D

ge  
R E

PAY TO THE ORDER OF **GENESIS RESTORATIONS LTD.**  
**EIGHTEEN THOUSAND THREE HUNDRED AND SEVENTY FIVE** \$18,375.00  
100 DOLLARS

BMO Bank of Montreal  
100 - 3880 NO.3 ROAD  
RICHMOND, B.C. V6X 2C1  
MEMO **11780 KINGFISHER DR.**

*[Signature]*

CREATING  
#29 - 19257  
Surrey B.C. (C  
V3S 6J8  
tel: (604) 53  
fax: (604) 533-3426

⑈ 133⑈ ⑆ 38770⑈ 001⑈ 3880⑈ 082⑈

Date Sept 14, 2018

**CONTROLLED SUBSTANCE + HAZARDOUS MATERIAL TESTING CONTRACT  
[PHASE 1]**

Genesis Restorations Ltd. (Genesis)  
&

Jing Cong (Client)

Project # S18KR2045 2049

**1. PROPOSAL**

We wish to present Client with a proposal to provide a hazardous material survey and drug residue testing at a residence that was used as a controlled substance property.

**2. OUR UNDERSTANDING OF THE REQUIREMENTS**

1. To provide a hazardous material survey and drug residue testing (STRUCTURE ONLY) at the residence of 11780 Kingfisher Drive, Richmond BC.

**3. PROPOSED SOLUTION with Technical Specifications.**

1. Provide a hazardous material survey + report
2. Provide drug residue sampling/analysis + report
3. Complete waste water drainage assessment
4. Provide a scope of work + estimate for decontamination

(Owner) requirements:

1. To provide access as required by Genesis

**4. CHARGES**

GENESIS will perform the tasks, as defined in section 3, on a quote basis for the amount of \$17,500 +GST= 18,375.00

Additional work outside of the technical specifications stated herein will be quoted separately.

Payment schedule is due prior to work commencing by Visa, company cheque, or cash.  
NOTE: Report and clearance documents will not be released until full payment is received.

*cheque - 155411  
only @ 12755  
@163.com*



4-5

October 5, 2018

PRIVATE & CONFIDENTIAL

Genesis Restorations  
29 – 19257 Enterprise Way  
Surrey, BC V3S 6J8

E-mail: [graham@genesisrestorations.com](mailto:graham@genesisrestorations.com)

Attention: Graham Dick  
CEO

Re: Environmental Opinion Letter  
11780 Kingfisher Drive, Richmond, British Columbia  
Pinchin File: 230039.000

## 1.0 INTRODUCTION

Pinchin Ltd. (Pinchin) was retained by Genesis Restorations to conduct a visual assessment of the interior and exterior portions of 11780 Kingfisher Drive, Richmond BC, hereafter referred to as the Site. The work was completed by Pinchin in general accordance with the Canadian Standards Association (CSA) document entitled "*Phase I Environmental Site Assessment*" (CSA document Z768-01), dated November 2001 (reaffirmed 2016) and the BC Contaminated Sites Regulation (CSR), including a Site reconnaissance, interviews and reporting. A full historical review was beyond the scope of this project.

The objective of the investigation is to assess current Site conditions in order to identify areas in which toxic chemicals associated with the drug manufacturing operations may have been released in a manner that could impact the subsurface or municipal infrastructure in the vicinity of the Site.

## 2.0 BACKGROUND INFORMATION

The client advised Pinchin that the Site consists of a 0.08-hectare parcel of land, which has been developed with a 170 square metre two-storey, single-family residential building (Site Building). The client reported that the most recent occupants of the Site Building are inferred to have conducted an illicit drug manufacturing operation. Due to the nature of this operation, details regarding the specific drugs manufactured, or the specific manufacturing process used are unknown to the client at this time.

## 3.0 SITE RECONNAISSANCE

Pinchin (see Appendix I for assessor qualifications) conducted a Site reconnaissance on September 27, 2018. The Site reconnaissance included a walk-through of accessible areas of the interior of the Site Building and exterior areas. The Site reconnaissance was documented with notes and photographs. The results of the Site reconnaissance are discussed below. Photographs of some of the features noted during the Site reconnaissance are attached in Appendix II.



No aboveground storage tanks (ASTs) were observed on-Site, and none were reported by the client. However, the client was not knowledgeable about the history of the Site, and therefore was not available to confirm or deny the presence of a former or current AST located at the Site. Pinchin was unable to confirm or refute the presence of former on-Site ASTs. No evidence of former ASTs was observed by Pinchin.

No evidence of underground storage tanks (USTs) (i.e., fill/vent pipes) were observed on-Site, and none were reported by the client. However, the client was not knowledgeable about the history of the Site, and therefore was not available to confirm or deny the presence of a former or current UST located at the Site. Pinchin was unable to confirm or refute the presence of current or former on-Site USTs.

Multiple areas of dead grass were observed by Pinchin in the front and side yards of the property (i.e. north and west of the Site Building). This stressed vegetation is inferred to be due to weather and lawn care methodologies, and not a result of the dumping of toxic chemicals. This conclusion is based partially on the condition of nearby lawns, but is primarily based on the location of stressed vegetation. The front and side yards are in public areas, and any dumping activities would likely be observed by the neighbours. Pinchin has inferred that anybody conducting illegal dumping activities associated with an illicit drug operation is likely to conduct that dumping in areas not easily observed by the public.

Three potential chemical dumping locations were identified in the backyard of property (i.e. south of the Site Building). Area 1 was identified due to being in close proximity of the rear garage exit and being well hidden from the public by foliage. Areas 2 and 3 were identified due to localized stressed vegetation. Although it is possible that the dumping of chemicals could have taken place on the exterior portions of the Site, it is Pinchin's opinion that for privacy reasons any unwanted chemicals would likely have been disposed of down the drains of the residence. Outdoor dumping likely only occurred if the operators of the drug operation considered a chemical too harsh to safely pour down a sanitary drain.

No further evidence of historical chemical discharges or releases (i.e., staining or stressed vegetation) was observed during the Site reconnaissance.

During the Site reconnaissance Pinchin observed evidence of potential chemical dumping down the drains of the interior of the Site Building. The main floor laundry sink was observed to have chemicals stored in it (Epson salts, Methyl Hydrate), where inferred mixing took place. The Second floor washroom had a cooler, buckets and ladles which are inferred to have been used for the transferring and mixing of chemicals.



#### 4.0 SANITARY SEWER SYSTEM

It has been inferred that chemicals used on-Site were likely disposed of primarily through the sanitary sewer network. Chemicals would likely have been poured down the various sinks within the house. The disposal of chemicals in this manner has the potential to result in two different types of impacts.

If the chemicals damage the pipe system in the vicinity of the house, or if the pipe system is already compromised, chemicals may leak from the pipes during flushing. If this occurs inside the building, the leak would likely be noticed and rapidly addressed. If this type of leak occurs under the building or yard, it is unlikely to be noticed or repaired. As such, there is a potential for releases of chemicals into the soil and groundwater to have occurred in the vicinity of the sanitary sewer drain lines associated with the Site Building. This risk would be best assessed through a camera scoping of the sewer line to check for significant cracks or holes that could result in this type of release. This camera scoping was beyond the scope of this assessment.

The second potential impact is to the municipal system. Either through escaping that system into the subsurface, degrading that system, or allowing dangerous levels of chemicals to reach receptors along the sewage conveyance and treatment system. In order to evaluate this risk, Pinchin conducted a desktop assessment of the municipal sanitary sewer system in the vicinity of the Site.

According to the City of Richmond Sewer Map, which can be found in Figures section of this report, there are approximately 296 residential dwellings upstream of the Site. The USEPA estimates that average daily wastewater flows of approximately 50-70 gallons per person (g/p) are typical. Assuming the conservative daily estimate (50 g/p) and assuming a conservative occupancy of two persons per residence, the amount of water that would be mixed with any chemical poured down a drain at the Site on a given day is approximately 29,600 gallons (112,048 Litres) at the point of connection. Further dilution would occur as additional residences are located downgradient of the Site. The more toxic chemicals used in making illicit drugs are flagged substances and therefore are difficult to obtain in large quantities. We can infer that large quantities of chemicals would not be dumped down a drain and that the releases would be limited to leftover unwanted chemicals or spilled chemicals during mixing.

Based on the above numbers, if 1 litre of toluene, a chemical often used in drug manufacturing operations, were poured down a sink per day, the average daily diluted concentration at the point of entry to the municipal system would be approximately 774 µg/L. While this concentration is above drinking water standards, it is below the groundwater protection of marine aquatic life standard of 2000 µg/L. As such, it is considered possible that as chemicals were dumped down the drain system, there may have been temporary periods in which unsafe concentrations of chemicals were present in the sanitary system. However, these concentrations were likely sufficiently diluted prior to reaching a sewer treatment plant, to not be a significant source of risk. Further, the constant flow of new water through the system should



have diluted any residential concentrations near the Site to well below safe concentrations within a few days of the cessation of operations at the Site.

## 5.0 CONCLUSIONS

Based on Pinchin's review of the Site, Pinchin has identified three locations in the back yard in which dumping of chemicals could have occurred, and has identified the sanitary sewer system on-Site as a potential exposure route for impacts to the subsurface. Further investigation would be required to assess if actual contamination has occurred in these areas.

With regards to the municipal system, Pinchin concludes that short-term unacceptable concentrations may have existed at the time of the operation of the drug facility; however, it is not considered likely the residual impacts would persist.

## 6.0 RECOMMENDATIONS

Pinchin recommends the following:

1. Perform scoping of the drain lines at the Site and if there are any concerns regarding the integrity of the drain pipes further testing may be required. This scope should extend slightly into the municipal lines to verify that no damage has occurred within this system.
2. Collect environmental samples in the identified outdoor locations to assess for the presence of chemicals normally associated with drug manufacturing operations, in order to assess if outdoor releases occurred on-Site.

## 7.0 TERMS AND LIMITATIONS

This Phase I ESA was performed in order to identify potential issues of environmental concern associated with the Site located at 11780 Kingfisher Drive, Richmond, British Columbia, at the time of the Site reconnaissance. This environmental assessment was performed in general compliance with currently acceptable practices for environmental site investigations, and specific Client requests, as applicable to this Site.

This report was prepared for the exclusive use of Genesis Restorations (Client), subject to the terms, conditions and limitations contained within the proposal for this project. Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, is the sole responsibility of such third parties. Pinchin accepts no responsibility for damages suffered by any third party as a result of decisions made or actions conducted.

If additional parties require reliance on this report, written authorization from Pinchin will be required. Such reliance will only be provided by Pinchin following written authorization from Client. Pinchin



disclaims responsibility of consequential financial effects on transactions or property values, or requirements for follow-up actions and costs. No other warranties are implied or expressed. Furthermore, this report should not be construed as legal advice. Pinchin will not provide results or information to any party unless disclosure by Pinchin is required by law.

The information provided in this report is based upon analysis of available documents, records and drawings, and personal interviews. In evaluating the Site, Pinchin has relied in good faith on information provided by other individuals noted in this report. Pinchin has assumed that the information provided is factual and accurate. In addition, the findings in this report are based, to a large degree, upon information provided by the current owner/occupant. Pinchin accepts no responsibility for any deficiency, misstatement or inaccuracy contained in this report as a result of omissions, misinterpretations or fraudulent acts of persons interviewed or contacted, or contained in reports that were reviewed. The scope of work for this assessment did not include an intrusive investigation for designated substances (i.e., asbestos, mould, etc.) and, therefore, these materials may be present in concealed areas.

Pinchin makes no other representations whatsoever, including those concerning the legal significance of its findings, or as to other legal matters touched on in this report, including, but not limited to, ownership of any property, or the application of any law to the facts set forth herein. With respect to regulatory compliance issues, regulatory statutes are subject to interpretation and these interpretations may change over time.

The CSA document entitled "*Phase I Environmental Site Assessment, CSA Standard Z768-01*" dated November 2001 (reaffirmed 2016), does not apply to environmental auditing or environmental management systems. Therefore, with respect to Site operations and conditions, compliance with applicable Federal, Provincial or Municipal acts, regulations, laws and/or statutes was not evaluated as part of the assessment.



Environmental Opinion Letter  
11780 Kingfisher Drive, Richmond, British Columbia  
Genesis Restorations

October 5, 2018  
Pinchin File: 230039.000

## 8.0 CLOSURE

If you have any questions regarding this report, please contact the undersigned.

Sincerely,

Pinchin Ltd.

Prepared by:

Paul Buckoll, B.Sc., EPT, BIT  
Senior Technologist  
604.238.2972  
[pbuckoll@pinchin.com](mailto:pbuckoll@pinchin.com)

Reviewed by:

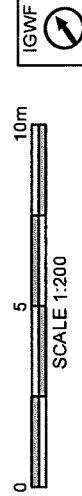
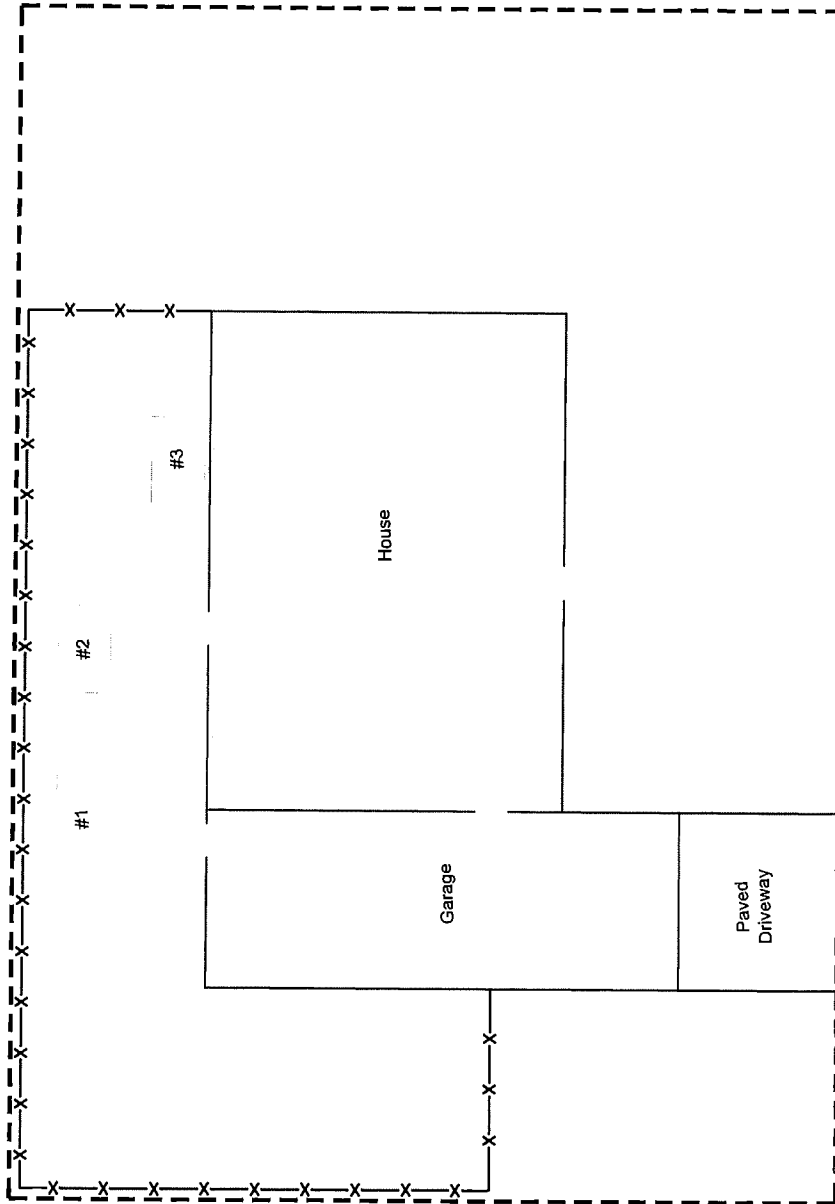
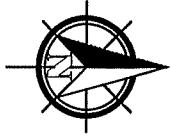
Tadd Berger, M.Sc., EP, P.Ag., CSAP  
Operations Manager; Practice Leader - EDR  
604.238.2938  
[tberger@pinchin.com](mailto:tberger@pinchin.com)

Encl.: Figures  
Appendix I – Qualifications of Assessor  
Appendix II – Photographs

230039.000 Environmental Opinion Letter, 11780 Kingfisher Drive, Richmond, BC, Genesis Restorations, October 5 2018.docx  
Template: Master Leachate Sample Results Letter, Haz, August 1, 2018

FIGURES

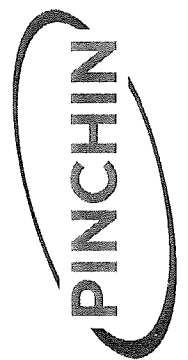




LEGEND	
---	Subject Property
□	Site Building
---	Area of Potential Chemical Dumping
-X-	Fence
IGWF	Inferred Groundwater Flow

DATE: OCTOBER 2018		FIGURE: 1	
PROJECT NO: 230039.000		CHECKED BY: TB	
DRAWN BY: VM		SOURCE: PINCHIN SITE SURVEY AND GOOGLE EARTH	

GENESIS RESTORATIONS	
PHASE I ENVIRONMENTAL SITE ASSESSMENT	
11780 KINGFISHER DRIVE, RICHMOND, BC	
ENVIRONMENTAL SITE RECONNAISSANCE	



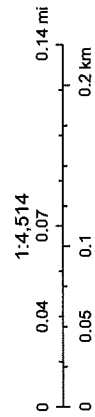
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10/4/2018, 1:58:37 PM

- | Street Names                                  | Sanitary Lift Stations | Forcemain         | Inspection Chamber       |
|---|------------------------|-------------------|--------------------------|
| <input type="checkbox"/> Parcels (black line) | Sanitary Lines         | Trunk Sewer       | Forcemain Access Chamber |
| <input type="checkbox"/> Strata               | Gravity                | Sanitary Valves   | Cap                      |
| <input type="checkbox"/> Air Parcels          | Lateral                | Sanitary Features | Sanitary Flow Direction  |
| Sanitary Lift Station Catchment               | Connection             | Manhole           |                          |

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

City of Richmond, BC  
© 2018 City of Richmond, BC



**APPENDIX I**  
**Qualifications of Assessor**

## **QUALIFICATIONS OF ASSESSOR**



**Paul Buckoll, B.Sc., EPt, BIT**

*Senior Technologist*

***Pinchin Ltd.***

Paul Buckoll is a Senior Technologist with the Environmental Due Diligence and Remediation group at the Richmond office of Pinchin Ltd. He obtained a Bachelor of Science degree in Biological Sciences from Simon Fraser University in 2015. Mr. Buckoll joined Pinchin in 2016 conducting indoor air quality, mould and hazardous materials assessments. In 2017, he became a Professional Biologist in Training (BIT) and Environmental Professional in Training (EPt) and began gaining experience conducting office and field work activities for Phase I ESAs. Mr. Buckoll has over two years of environmental consulting experience in British Columbia.

**APPENDIX II**  
**Photographs**



Environmental Opinion Letter  
11780 Kingfisher Drive, Richmond, British Columbia  
Genesis Restorations

October 5, 2018  
Pinchin File: 230039.000



Photo 1: Staining on grass observed in the front yard of the residence



Photo 2: Staining on grass observed in the side yard of the residence



Photo 3: Area of potential chemical dumping #1



Photo 4: Area of potential chemical dumping #2



Photo 5: Area of potential chemical dumping #3

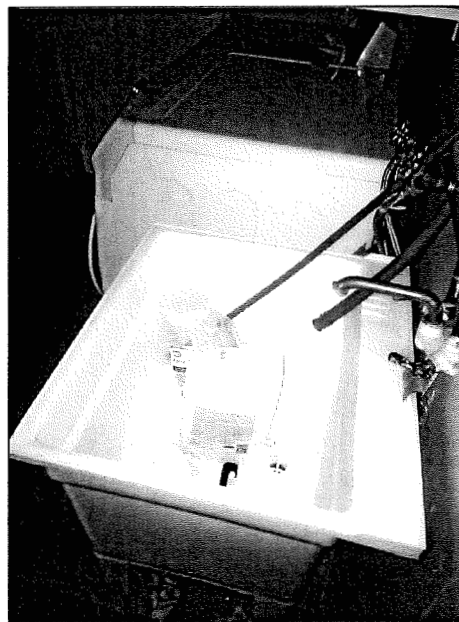


Photo 6: Chemicals observed in main floor laundry sink





Environmental Opinion Letter  
11780 Kingfisher Drive, Richmond, British Columbia  
Genesis Restorations

October 5, 2018  
Pinchin File: 230039.000



Photo 7: Cooler, buckets, ladles and tubing observed in second floor washroom bathtub

MR PENG HU  
7520 GLACIER CRES  
RICHMOND BC V7A 1L5

133

DATE 2018-09-19  
Y Y Y Y M M D D

ge  
R E

CREATING  
#29 - 19257  
Surrey B.C. (C  
V3S 6J8  
tel: (604) 53  
fax: (604) 533-3426

PAY TO THE ORDER OF GENESIS RESTORATIONS LTD. \$ 18,375.00  
EIGHTEEN THOUSAND THREE HUNDRED AND SEVENTY FIVE / 100 DOLLARS

BMO Bank of Montreal  
100 - 3880 NO.3 ROAD  
RICHMOND, B.C. V8X 2C1

MEMO 11780 KINGFISHER DR.

⑈ 133 ⑈ ⑆ 38770 ⑈ 001 ⑆ 3880 ⑈ 082 ⑈

Date Sept 14, 2018

**CONTROLLED SUBSTANCE + HAZARDOUS MATERIAL TESTING CONTRACT  
[PHASE 1]**

Genesis Restorations Ltd. (Genesis)  
&

Jing Cong (Client)  
Project # S18KR2043-2049

**1. PROPOSAL**

We wish to present Client with a proposal to provide a hazardous material survey and drug residue testing at a residence that was used as a controlled substance property.

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2. Provide drug residue sampling/analysis + report
3. Complete waste water drainage assessment
4. Provide a scope of work + estimate for decontamination

(Owner) requirements:

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**4. CHARGES**

GENESIS will perform the tasks, as defined in section 3, on a quote basis for the amount of \$17,500 +GST= 18,375.00

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Payment schedule is due prior to work commencing by Visa, company cheque, or cash.

NOTE: Report and clearance documents will not be released until full payment is received.

cheque - 01/55411  
only @ 12755  
@163.com



4-7

October 11, 2018

Genesis Restorations Ltd.  
29 – 19257 Enterprise Way  
Surrey, BC V3S 6J8

E-mail: [graham@genesisrestorations.com](mailto:graham@genesisrestorations.com)

Attention: Graham Dick  
CEO

Re: Surface Wipe Samples Results Letter – Fentanyl, Carfentanyl and  
Methamphetamine  
11780 Kingfisher Drive, Richmond, British Columbia  
Pinchin File: 230039.000

## 1.0 INTRODUCTION

Pinchin Ltd. (Pinchin) was retained by Genesis Restorations Ltd. (Genesis) to provide consulting services to prepare for the remediation of a Clandestine Drug Laboratory located at 11780 Kingfisher Drive, Richmond, British Columbia. A baseline surface wipe sampling assessment was conducted to determine the potential contamination level of methamphetamine, fentanyl, and carfentanyl in locations and on surfaces within the home. Sample collection was performed by John Di Bella on September 28, 2018.

## 2.0 METHODOLOGY

Surface wipe samples for methamphetamine, fentanyl, and carfentanyl were collected by wiping a surface area of 10cm x 10cm using a gauze pad folded into quarters and treated with methanol, following the testing laboratories (i.e. ALS Laboratories) in-house standard. All samples were submitted to ALS Laboratories, in Salt Lake City Utah, for analysis using their in-house standard.

Fifteen samples for methamphetamine and fentanyl were taken from surfaces throughout the home, based on the high likelihood of contamination due to drug production activity. Additionally, 5 samples for carfentanyl were also collected from select surface.

Pinchin is not aware of any recognized contamination criteria standards for methamphetamine, fentanyl, or carfentanyl in BC. The following criteria were used for this project based on the laboratory detection limits for these drug:

- Fentanyl – 0.1 µg/100cm<sup>2</sup> (based on laboratory reporting limit);
- Carfentanyl – 0.1 µg/100cm<sup>2</sup> (based on laboratory reporting limit); and
- Methamphetamine – 0.1 µg/100cm<sup>2</sup> (based on laboratory reporting limit and standards published by the State of Washington Department of Health).



### 3.0 RESULTS AND CONCLUSIONS

Table 1 summarizes methamphetamine concentrations detected from the surface samples collected. The laboratory analytical report can be found in Appendix I and photographs of sample locations can be found in Appendix II.

Fentanyl or carfentanyl were not detected on any of the surface wipe samples, all results indicate levels below 0.1 µg/100cm<sup>2</sup> (analytical detection limit and guideline criteria). The laboratory analytical report can be found in Appendix I.

**Table 1: Methamphetamine wipe sample results**

Sample No.	Sample Location	Methamphetamine (µg/100 cm <sup>2</sup> )
D-01	Upstairs Bathroom Floor	19,000
D-02	Upstairs Bathroom Counter	610
D-03	Master Bedroom Wall	150
D-04	Master Bathroom Floor	1,900
D-05	Master Bathroom Counter	3,300
D-06	Upstairs Bedroom by Bathroom – Desk (Yellow Residue)	100,000
D-07	Upstairs Bedroom by Stairs – Desk (Powder)	1,000
D-08	Garage Floor	24
D-09	Laundry Room Floor (White Residue)	51
D-10	Front Entrance Floor (White Powder)	240
D-11	Back Living Room Floor	480
D-12	Kitchen Main Counter	2000
D-13	Kitchen Floor by Fridge (Yellow Powder)	350
D-14	Small Kitchen Counter (Next to Fridge)	750
D-15	Back Living Room Ceiling Stain	3.3
BLANK	BLANK	<0.1
<b><u>Guideline Criteria (µg/100 cm<sup>2</sup>)</u></b>		<b><u>0.1</u></b>



The results of surface wipe sampling indicated the following:

- Elevated methamphetamine levels above criteria were found on all tested surfaces in the home, indicating contamination throughout;
- The highest methamphetamine concentrations were found in upstairs locations, where the production of methamphetamine likely occurred;
- While testing was conducted to measure methamphetamine concentrations, materials and surfaces are likely contaminated with the chemicals used in the production of methamphetamine and or other illicit drugs; and
- There was no indication of fentanyl or carfentanyl on any of the tested surfaces. However, fentanyl analogs were not tested for and could therefore exist on surfaces within the home.

#### 4.0 RECOMMENDATIONS

1. Develop remediation specifications for removal of contaminated material and cleaning of remaining building surfaces and ventilation systems. Remediation to follow requirements of the WorkSafe BC OHSR and generally include, but not be limited to:
  - a. Remove and dispose of all carpets and curtains in the building;
  - b. Detailed cleaning, or removal and replacement of the furnace and all related ductwork;
  - c. Detailed cleaning or removal (whichever is more practicable) of all personal contents and appliances.
  - d. Doors, Trim and Millwork:
    - i. Removal of all visibly stained porous or damaged materials;
    - ii. Detailed cleaning or removal (whichever is more practicable), of all remaining materials;
  - e. Remove all drywall walls and ceilings;
  - f. Floor Sheathing:
    - i. Removal of all visibly stained or damaged sheathing, and detailed cleaning of underlying structural materials;
    - ii. Detailed cleaning or removal (whichever is more practicable), of all remaining sheathing;



- g. Non-porous flooring materials:
    - i. Remove and dispose of all laminate flooring;
    - ii. Removal of all ceramic flooring where the grout is damaged or in poor condition;
    - iii. Detailed cleaning or removal (whichever is more practicable), of all remaining ceramic flooring;
  - h. Removal and replacement or detailed inspection and cleaning of drain-side plumbing systems; and
  - i. Detailed cleaning of concrete surfaces.
2. After remediation work has been completed, conduct clearance testing on building surfaces that are to remain for methamphetamine to ensure the efficacy of the work performed.

Note: Pinchin advises the client to confirm anticipated clearance criteria with the City of Richmond prior setting a clearance criteria for this project

## 5.0 TERMS AND LIMITATIONS

This work was performed subject to the Terms and Limitations presented or referenced in the proposal for this project.

Information provided by Pinchin is intended for Client use only. Pinchin will not provide results or information to any party unless disclosure by Pinchin is required by law. Any use by a third party of reports or documents authored by Pinchin or any reliance by a third party on or decisions made by a third party based on the findings described in said documents, is the sole responsibility of such third parties. Pinchin accepts no responsibility for damages suffered by any third party as a result of decisions made or actions conducted. No other warranties are implied or expressed.



## 6.0 CLOSURE

If you have any questions regarding the contents of this letter, please contact Hussien Jaffer, Operations Manager for Pinchin at 604.238.2913.

Sincerely,

Pinchin Ltd.

Prepared by:

John Di Bella, M.Sc. (OEH)  
Project Technologist, OHS  
604.238.2987  
[jdibella@pinchin.com](mailto:jdibella@pinchin.com)

Reviewed by:

Hussien Jaffer, B.ASc, CIH, CRSP  
Operations Manager – BC OHS  
604.238.2913  
[hjaffer@pinchin.com](mailto:hjaffer@pinchin.com)

Encl.: Appendix I – Laboratory Report  
Appendix II – Photos of Sample Locations

230039.000 Surface Wipe Letter, 11780 Kingfisher Drive, Richmond, BC, Genesis Restorations, October 11 2018.docx  
Template: Master Report for Air Monitoring (Short Template), OHS, September 28, 2018

**APPENDIX I**  
**Laboratory Report**





## ANALYTICAL REPORT

Report Date: October 05, 2018

John Di Bellu  
Pinchin LTD  
200-13775 Commerce Parkway  
Richmon, BC  
CANADA

Phone: (604) 238-2987

E-mail: [jdibella@pinchin.com](mailto:jdibella@pinchin.com)

Workorder: **34-1827301**

Client Project ID: 11780 King Fisher Dr. 092718

Purchase Order: 230039

Project Manager: Paul Pope

### Analytical Results

Sample ID: D-01		Collected: 09/27/2018	
Lab ID: 1827301001		Received: 09/28/2018	
Sampling Location: Upstair Bath Floor			
Method: Illicit Drugs by LC/MS		Media: Wipe	Instrument: LCMS02
		Sampling Info: Area 100 cm <sup>2</sup>	Analyzed: 10/03/2018 (223871)
Analyte	Result (ug/sample)	Result (ug/100cm <sup>2</sup> )	RL (ug/sample)
Fentanyl	<0.10	<0.10	0.10
Methamphetamine	19000	19000	1000

Sample ID: D-02		Collected: 09/27/2018	
Lab ID: 1827301002		Received: 09/28/2018	
Sampling Location: Upstairs Bath Counte			
Method: Illicit Drugs by LC/MS		Media: Wipe	Instrument: LCMS02
		Sampling Info: Area 100 cm <sup>2</sup>	Analyzed: 10/03/2018 (223871)
Analyte	Result (ug/sample)	Result (ug/100cm <sup>2</sup> )	RL (ug/sample)
Fentanyl	<0.10	<0.10	0.10
Methamphetamine	610	610	10

Sample ID: D-03		Collected: 09/27/2018	
Lab ID: 1827301003		Received: 09/28/2018	
Sampling Location: Master Bdroom Wall			
Method: Illicit Drugs by LC/MS		Media: Wipe	Instrument: LCMS02
		Sampling Info: Area 100 cm <sup>2</sup>	Analyzed: 10/03/2018 (223871)
Analyte	Result (ug/sample)	Result (ug/100cm <sup>2</sup> )	RL (ug/sample)
Fentanyl	<0.10	<0.10	0.10
Methamphetamine	150	150	10

ADDRESS 960 West LeVoy Drive, Salt Lake City, Utah, 84123 USA : PHONE +1 801 266 7700 FAX +1 801 268 9992

ALS GROUP USA, CORP. An ALS Limited Company

Environmental

[www.alsglobal.com](http://www.alsglobal.com)

RIGHT SOURCE (Special) PARTNER



## ANALYTICAL REPORT

Workorder: **34-1827301**

Client Project ID: 11780 King Fisher Dr. 092718

Purchase Order: 230039

Project Manager: Paul Pope

### Analytical Results

Sample ID: D-04		Collected: 09/27/2018	
Lab ID: 1827301004		Received: 09/28/2018	
Sampling Location: Master Bath Floor			
Method: Illicit Drugs by LC/MS		Media: Wipe	Instrument: LCMS02
		Sampling Info: Area 100 cm <sup>2</sup>	Analyzed: 10/03/2018 (223871)
Analyte	Result (ug/sample)	Result (ug/100cm <sup>2</sup> )	RL (ug/sample)
Fentanyl	<0.10	<0.10	0.10
Carfentanyl	<0.10	<0.10	0.10
Methamphetamine	1900	1900	100

Sample ID: D-05		Collected: 09/27/2018	
Lab ID: 1827301005		Received: 09/28/2018	
Sampling Location: Master Bath Counter			
Method: Illicit Drugs by LC/MS		Media: Wipe	Instrument: LCMS02
		Sampling Info: Area 100 cm <sup>2</sup>	Analyzed: 10/03/2018 (223871)
Analyte	Result (ug/sample)	Result (ug/100cm <sup>2</sup> )	RL (ug/sample)
Fentanyl	<0.10	<0.10	0.10
Methamphetamine	3300	3300	100

Sample ID: D-06		Collected: 09/27/2018	
Lab ID: 1827301006		Received: 09/28/2018	
Sampling Location: Up Rm Bath Desk (Y)			
Method: Illicit Drugs by LC/MS		Media: Wipe	Instrument: LCMS02
		Sampling Info: Area 100 cm <sup>2</sup>	Analyzed: 10/03/2018 (223871)
Analyte	Result (ug/sample)	Result (ug/100cm <sup>2</sup> )	RL (ug/sample)
Fentanyl	<0.10	<0.10	0.10
Carfentanyl	<0.10	<0.10	0.10
Methamphetamine	100000	100000	1000

Sample ID: D-07		Collected: 09/27/2018	
Lab ID: 1827301007		Received: 09/28/2018	
Sampling Location: Up Rm by Stairs Desk			
Method: Illicit Drugs by LC/MS		Media: Wipe	Instrument: LCMS02
		Sampling Info: Area 100 cm <sup>2</sup>	Analyzed: 10/03/2018 (223871)
Analyte	Result (ug/sample)	Result (ug/100cm <sup>2</sup> )	RL (ug/sample)
Fentanyl	<0.10	<0.10	0.10
Carfentanyl	<0.10	<0.10	0.10
Methamphetamine	1000	1000	100

**CNCL - 266**  
**(Special)**



## ANALYTICAL REPORT

Workorder: **34-1827301**

Client Project ID: 11780 King Fisher Dr. 092718

Purchase Order: 230039

Project Manager: Paul Pope

### Analytical Results

Sample ID: D-08		Collected: 09/27/2018	
Lab ID: 1827301008		Received: 09/28/2018	
Sampling Location: Garage Floor			
Method: Illicit Drugs by LC/MS		Media: Wipe	Instrument: LCMS02
Sampling Info: Area 100 cm <sup>2</sup>		Analyzed: 10/03/2018 (223871)	
Analyte	Result (ug/sample)	Result (ug/100cm <sup>2</sup> )	RL (ug/sample)
Fentanyl	<0.10	<0.10	0.10
Methamphetamine	24	24	1.0

Sample ID: D-09		Collected: 09/27/2018	
Lab ID: 1827301009		Received: 09/28/2018	
Sampling Location: Lndry Rm Floor			
Method: Illicit Drugs by LC/MS		Media: Wipe	Instrument: LCMS02
Sampling Info: Area 100 cm <sup>2</sup>		Analyzed: 10/03/2018 (223871)	
Analyte	Result (ug/sample)	Result (ug/100cm <sup>2</sup> )	RL (ug/sample)
Fentanyl	<0.10	<0.10	0.10
Carfentanyl	<0.10	<0.10	0.10
Methamphetamine	51	51	1.0

Sample ID: D-10		Collected: 09/27/2018	
Lab ID: 1827301010		Received: 09/28/2018	
Sampling Location: Front Entrance FI			
Method: Illicit Drugs by LC/MS		Media: Wipe	Instrument: LCMS02
Sampling Info: Area 100 cm <sup>2</sup>		Analyzed: 10/03/2018 (223871)	
Analyte	Result (ug/sample)	Result (ug/100cm <sup>2</sup> )	RL (ug/sample)
Fentanyl	<0.10	<0.10	0.10
Methamphetamine	240	240	10

Sample ID: D-11		Collected: 09/27/2018	
Lab ID: 1827301011		Received: 09/28/2018	
Sampling Location: Back Living Rm Floor			
Method: Illicit Drugs by LC/MS		Media: Wipe	Instrument: LCMS02
Sampling Info: Area 100 cm <sup>2</sup>		Analyzed: 10/03/2018 (223871)	
Analyte	Result (ug/sample)	Result (ug/100cm <sup>2</sup> )	RL (ug/sample)
Fentanyl	<0.10	<0.10	0.10
Methamphetamine	480	480	10

**CNCL - 267**  
**(Special)**



## ANALYTICAL REPORT

Workorder: **34-1827301**

Client Project ID: 11780 King Fisher Dr. 092718

Purchase Order: 230039

Project Manager: Paul Pope

### Analytical Results

Sample ID: D-12		Collected: 09/27/2018	
Lab ID: 1827301012		Received: 09/28/2018	
Sampling Location: Kitchen Main Counter			
Method: Illicit Drugs by LC/MS		Media: Wipe	Instrument: LCMS02
		Sampling Info: Area 100 cm <sup>2</sup>	Analyzed: 10/03/2018 (223871)
Analyte	Result (ug/sample)	Result (ug/100cm <sup>2</sup> )	RL (ug/sample)
Fentanyl	<0.10	<0.10	0.10
Methamphetamine	2000	2000	100

Sample ID: D-13		Collected: 09/27/2018	
Lab ID: 1827301013		Received: 09/28/2018	
Sampling Location: Kitchen FI by Fridge			
Method: Illicit Drugs by LC/MS		Media: Wipe	Instrument: LCMS02
		Sampling Info: Area 100 cm <sup>2</sup>	Analyzed: 10/03/2018 (223871)
Analyte	Result (ug/sample)	Result (ug/100cm <sup>2</sup> )	RL (ug/sample)
Fentanyl	<0.10	<0.10	0.10
Carfentanyl	<0.10	<0.10	0.10
Methamphetamine	350	350	10

Sample ID: D-14		Collected: 09/27/2018	
Lab ID: 1827301014		Received: 09/28/2018	
Sampling Location: Small Kitchen Counte			
Method: Illicit Drugs by LC/MS		Media: Wipe	Instrument: LCMS02
		Sampling Info: Area 100 cm <sup>2</sup>	Analyzed: 10/03/2018 (223871)
Analyte	Result (ug/sample)	Result (ug/100cm <sup>2</sup> )	RL (ug/sample)
Fentanyl	<0.10	<0.10	0.10
Methamphetamine	750	750	10

Sample ID: Blank		Collected: 09/27/2018	
Lab ID: 1827301015		Received: 09/28/2018	
Sampling Location: 11780 King Fisher Dr			
Method: Illicit Drugs by LC/MS		Media: Wipe	Instrument: LCMS02
		Sampling Info: Area Not Applicable	Analyzed: 10/03/2018 (223871)
Analyte	Result (ug/sample)	Result (ug/100cm <sup>2</sup> )	RL (ug/sample)
Fentanyl	<0.10	NA	0.10
Carfentanyl	<0.10	NA	0.10
Methamphetamine	<0.10	NA	0.10

**CNCL - 268**  
**(Special)**



## ANALYTICAL REPORT

Workorder: **34-1827301**

Client Project ID: 11780 King Fisher Dr. 092718

Purchase Order: 230039

Project Manager: Paul Pope

### Analytical Results

Sample ID: <b>D15</b>		Collected: 09/27/2018	
Lab ID: 1827301016		Received: 09/28/2018	
Sampling Location: Bck Living Rm Ceilin			
Method: <b>Illicit Drugs by LC/MS</b>		Instrument: LCMS02	
Media: Wipe		Analyzed: 10/03/2018 (223871)	
Sampling Info: <b>Area 100 cm<sup>2</sup></b>			
Analyte	Result (ug/sample)	Result (ug/100cm <sup>2</sup> )	RL (ug/sample)
Fentanyl	<0.10	<0.10	0.10
Methamphetamine	<b>3.3</b>	<b>3.3</b>	0.10

### Comments

#### Quality Control: Illicit Drugs by LC/MS - (HBN: 223871)

Due to methamphetamine levels exceeding the calibration range, the following samples were diluted and reanalyzed for methamphetamine: Samples 1827301001/006 were diluted 1:10,000; samples 1827301004/005/007/012 were diluted 1:1,000; samples 1827301002/003/010/011/013/014 were diluted 1:100 and samples 1827301008/009 were diluted 1:10. The reporting limits have been adjusted accordingly.

### Report Authorization (/S/ is an electronic signature that complies with 21 CFR Part 11)

ethod	Analyst	Peer Review
Illicit Drugs by LC/MS	/S/ Stephen Brose 10/05/2018 05:32	/S/ Thomas Bosch 10/05/2018 10:22

### Laboratory Contact Information

ALS Environmental  
960 W Levoy Drive  
Salt Lake City, Utah 84123

Phone: (801) 266-7700  
Email: [alslt.lab@ALSGlobal.com](mailto:alslt.lab@ALSGlobal.com)  
Web: [www.alsslc.com](http://www.alsslc.com)

**CNCL - 269**  
**(Special)**



## ANALYTICAL REPORT

Workorder: **34-1827301**

Client Project ID: 11780 King Fisher Dr. 092718

Purchase Order: 230039

Project Manager: Paul Pope

### General Lab Comments

The results provided in this report relate only to the items tested.  
Samples were received in acceptable condition unless otherwise noted.  
Samples have not been blank corrected unless otherwise noted.  
This test report shall not be reproduced, except in full, without written approval of ALS.

ALS provides professional analytical services for all samples submitted. ALS is not in a position to interpret the data and assumes no responsibility for the quality of the samples submitted.

All quality control samples processed with the samples in this report yielded acceptable results unless otherwise noted.

ALS is accredited for specific fields of testing (scopes) in the following testing sectors. The quality system implemented at ALS conforms to accreditation requirements and is applied to all analytical testing performed by ALS. The following table lists testing sector, accreditation body, accreditation number and website. Please contact these accrediting bodies or your ALS project manager for the current scope of accreditation that applies to your analytical testing.

Testing Sector	Accreditation Body (Standard)	Certificate Number	Website
Environmental	PJLA (DoD ELAP)	L17-288	<a href="http://www.pjlabs.com">http://www.pjlabs.com</a>
	PJLA (ISO 17025)	L17-291	<a href="http://www.pjlabs.com">http://www.pjlabs.com</a>
	Utah (TNI)	DATA1	<a href="http://health.utah.gov/lab/labimp/">http://health.utah.gov/lab/labimp/</a>
	Nevada	UT00009	<a href="http://ndep.nv.gov/bsdwl/abservice.htm">http://ndep.nv.gov/bsdwl/abservice.htm</a>
	Oklahoma	UT00009	<a href="http://www.deq.state.ok.us/CSDnew/">http://www.deq.state.ok.us/CSDnew/</a>
	Iowa	IA# 376	<a href="http://www.iowadnr.gov/InsideDNR/RegulatoryWater.aspx">http://www.iowadnr.gov/InsideDNR/RegulatoryWater.aspx</a>
	Florida (TNI)	E871067	<a href="http://www.dep.state.fl.us/labs/bars/sas/qa/">http://www.dep.state.fl.us/labs/bars/sas/qa/</a>
	Texas (TNI)	T104704456-11-1	<a href="http://www.tceq.texas.gov/field/qa/lab_accred_certif.html">http://www.tceq.texas.gov/field/qa/lab_accred_certif.html</a>
Industrial Hygiene	AIHA (ISO 17025 & AIHA IHLAP/ELLAP)	101574	<a href="http://www.aihaaccreditedlabs.org">http://www.aihaaccreditedlabs.org</a>
Lead Testing:			
CPSC	PJLA (ISO 17025)	L17-291	<a href="http://www.pjlabs.com">http://www.pjlabs.com</a>
Soil, Dust, Paint	AIHA (ISO 17025, AIHA ELLAP and NLLAP)	101574	<a href="http://www.aihaaccreditedlabs.org">http://www.aihaaccreditedlabs.org</a>
Dietary Supplements	PJLA (ISO 17025)	L17-291	<a href="http://www.pjlabs.com">http://www.pjlabs.com</a>

### Definitions

LOD = Limit of Detection = MDL = Method Detection Limit, A statistical estimate of method/media/instrument sensitivity.

LOQ = Limit of Quantitation = RL = Reporting Limit, A verified value of method/media/instrument sensitivity.

ND = Not Detected, Testing result not detected above the LOD or LOQ.

NA = Not Applicable.

\*\* No result could be reported, see sample comments for details.

< This testing result is less than the numerical value.

( ) This testing result is between the LOD and LOQ and has higher analytical uncertainty than values at or above the LOQ.

**CNCL - 270**  
**(Special)**

**APPENDIX II**  
**Photos of Sample Locations**

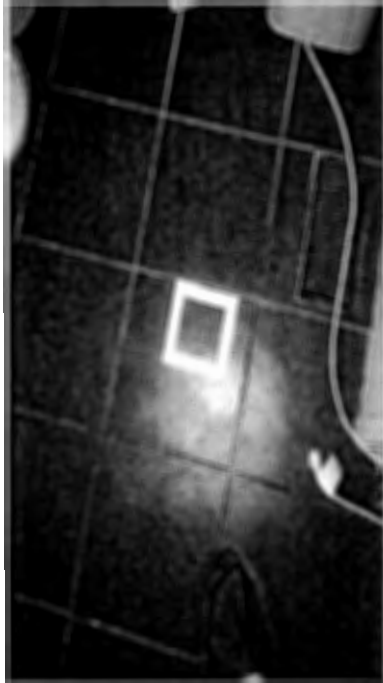


Photo 1: Upstairs Bathroom Floor



Photo 2: Upstairs Bathroom Counter

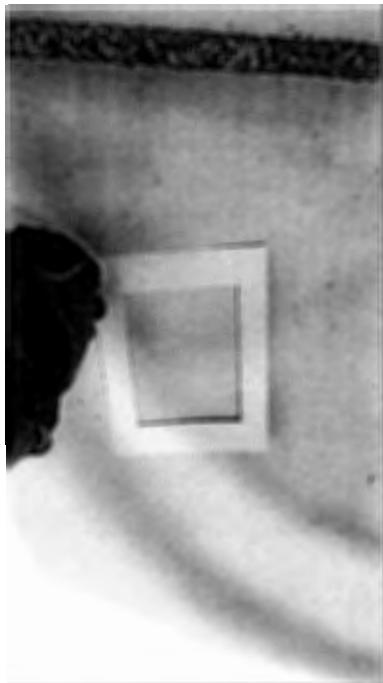


Photo 3: Master Bedroom Wall

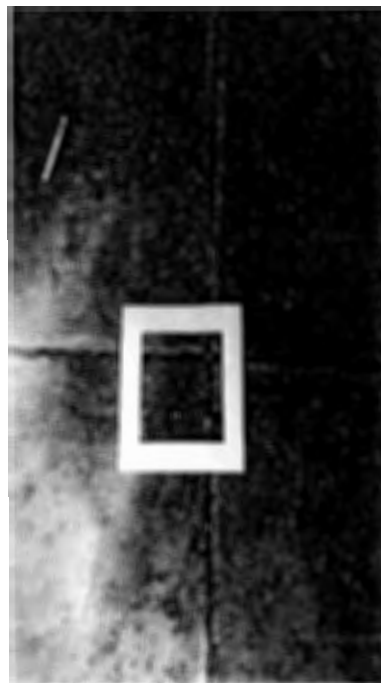


Photo 4: Master Bathroom Floor



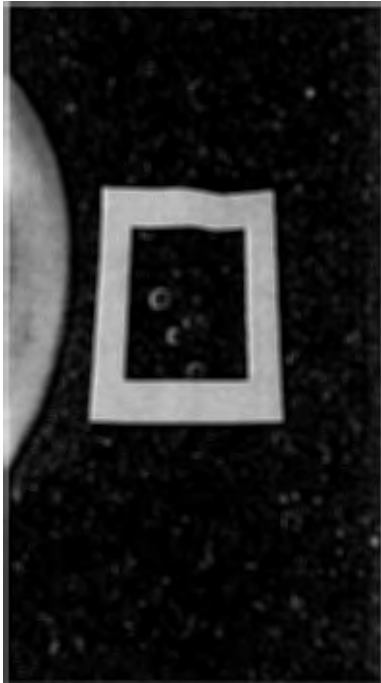


Photo 5: Master Bathroom Counter

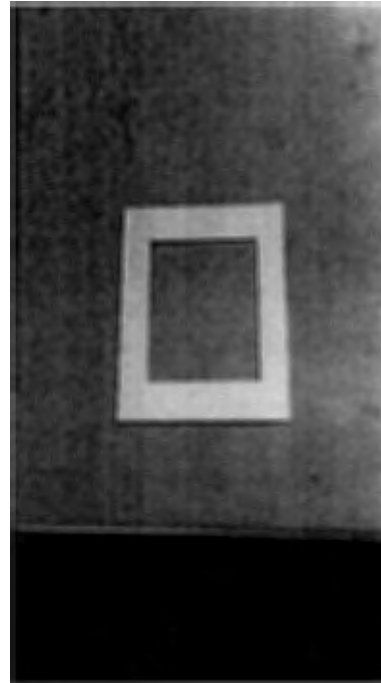


Photo 6: Upstairs Bedroom by Bathroom - Desk



Photo 7: Upstairs Bedroom by Staircase – Desk

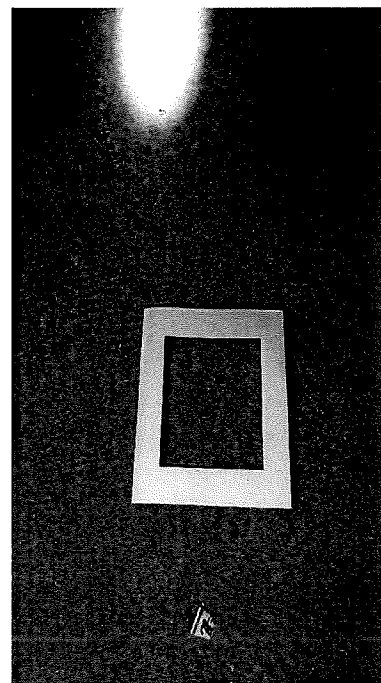


Photo 8: Garage Floor



Photo 9: Laundry Room Floor



Photo 10: Front Entrance Floor

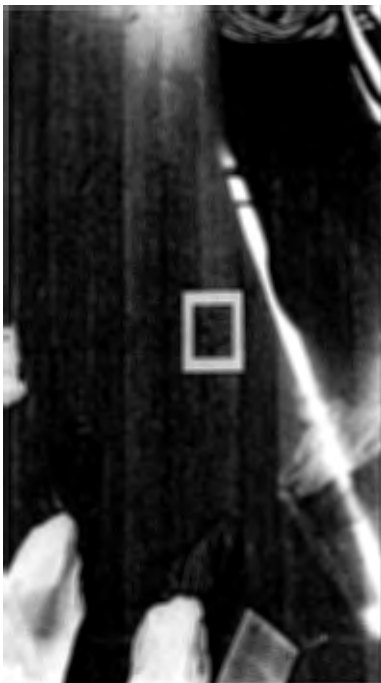


Photo 11: Back Living Room Floor

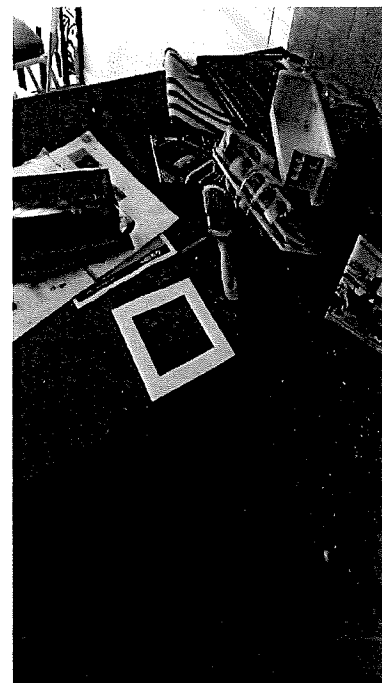


Photo 12: Kitchen Counter

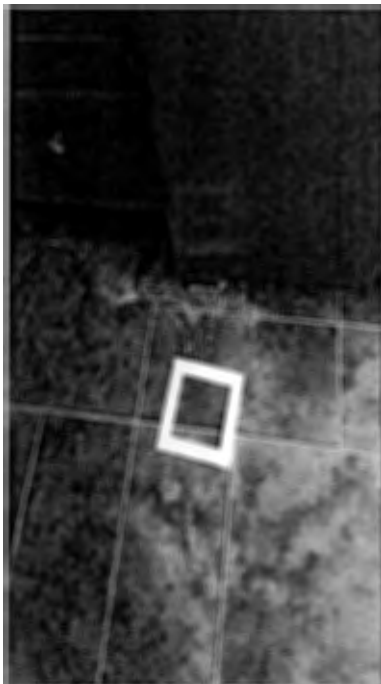


Photo 13: Kitchen Floor by Fridge



Photo 14: Small Kitchen Counter next to Fridge



Photo 15: Back Living Room Ceiling



City of  
Richmond

Invoice No: MIS-01739  
Invoice Date: 09/28/2018  
GST Number: R 121454003  
PST Number: PST-1000-3200

Pursuant to Bylaw No. 7897, any unpaid board-up charges as of December 31, 2018 will be transferred to the property owner's tax account.

Emergency Board Up Services  
Address: 11780 Kingfisher Drive  
Date: August 28, 2018

1	Labour	\$	3,121.59
SUBTOTAL:		\$	3,121.59
GST 5 %		\$	156.08
TOTAL AMOUNT DUE :		\$	3,277.67
(in Canadian dollar)			

For billing inquiries, please email: [receivables@richmond.ca](mailto:receivables@richmond.ca), call: 604-276-4253 or fax: 604-276-4162

 Richmond

EXHIBIT C-2

PAID BY CHEQUE # 59

FOR A TOTAL OF

\$ 7,477.67

City of Richmond  
6911 No. 3 Rd  
Richmond BC V6Y 2C1

Receipt: 58354/162 Nov 19, 2018  
Dated: Nov 19, 2018 01:36:44 PM  
Station: TAX1/YONG315

ARPMI FIR-02808 4,200.00  
ARPMI MIS-01739 3,277.67

Total 7,477.67  
CHEQUE PENG HU -7,477.67

CNCL - 276  
(Special)

4-9



CREATING A BETTER WORLD

#29 - 19257 Enterprise Way, Surrey, BC V3S 6J8

# INVOICE

Invoice No.: 14777  
Date: 12/31/2018

EXHIBIT B-5

P.O.#

## INVOICE TO:

MR. PENG HU  
7520 Glacier Cres  
Richmond, BC V7A 1L5

## Sold to:

11780 Kingfisher Dr.  
c/o MR. PENG HU  
Richmond, BC  
Genesis File # S19DD5019

Description	Amount
INVOICE FOR REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS FROM THE ABOVE NOTED ADDRESS.	44,781.50
LESS: DEPOSIT OF 50% MADE ON THE ACCOUNT	-23,500.00
LESS: 10% Holdback	-2,350.05
5 - GST @ 5%	
GST	2,120.60
PAID BY CHEQUE #160	
Please inform the Project Manager within 7 days if additional support documentation is required	
TERMS: DUE UPON RECEIPT - INTEREST OF 2% PER MONTH WILL BE CHARGED ON BALANCES NOT PAID 5 DAYS OF INVOICE DATE	
<b>Total Amount</b>	21,032.45

Genesis Remediation Ltd GST: #13626 1906

Asbestos Clearance Document

Date: December 31<sup>st</sup>, 2018

Asbestos Abatement Contractor: Genesis Abatement (Genesis Restorations Ltd).

Site: 11780 Kingfisher Drive Richmond BC

Reference to the Hazardous Materials survey report

Completed by: Pinchin Dated: October 16, 2018

Supplemented by further testing by Genesis Restorations Ltd.

- BC Asbestos Bulk sample report dated Dec. 20<sup>th</sup>, 2018. Attached

**Description of Work completed:** All exposed wall, ceiling, and floor coverings/finishing's were removed and disposed of. This includes all drywall, texture drywall, carpet/under-pad/laminate/lino sheet/vinyl tile floors, wall & ceiling insulation, all electrical/plumbing fixtures, electrical junction boxes, air ducts, and drains back to slab from the interior of the house. All visibly stained wood sheathing was removed and disposed of. All window and doors were removed and disposed of.

All suspect asbestos materials not stated in the report have been tested and found to be negative (roof paper, lino sheet flooring). Roofing is Cedar shingle and exterior of the house is wood siding.

After the Asbestos removal and clean-up was complete and asbestos air clearance had been achieved 9 samples of Meth residue were sampled from various areas of the house including some remaining flooring, window sills and window panes. The samples were collected and tested onsite by Dean Dyck & Jason Bard of Genesis Restorations using the Methcheck 100 Wipe Kit. 3 of 9 samples tested positive for meth residue. All 4 of the wood sheathing samples tested negative for Meth residue, 2 of 2 of the window pane/glass tested negative for meth residue, 1 sample of the peel and stick floor tile that was below laminate flooring tested positive for meth residue, 2 of 2 samples taken from window sills from the upper area of the house tested positive for meth residue from window sills that tested positive for meth residue.

- We recommended that all windows with frames and sills as well as the remaining peel & stick floor tile be removed and disposed of. This was accepted by the owner and Genesis returned to remove and dispose of all window/door frames, sills, and panes as well as removal of the peel and stick floor tile from the north laundry area of the building.

- Exclusions:
- any wood subfloors and/or ceramic / peel and stick floor tiles were left in place that were below carpet/underlay and/or laminate floors.
  - All supply water lines were left in place
  - Exterior areas of the house remain intact and no materials have been removed.
  - No Lead based/painted materials have been removed unless associated with the interior finishing's. Any remaining substrates can be disposed of as demolition waste.

NOPA #: E798478 – Submitted to WorksafeBC

Waste Manifest documentation: completed – mailed to authorities

Person(s) & Company who completed the visual inspection: Dean Dyck & Jason Bard – Genesis Restorations Ltd.

Air Clearance Sampling completed: Yes – Attached.

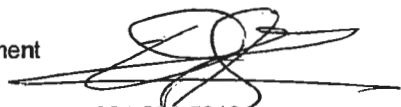
Person(s) & Company collecting air samples: Jason Bard – Genesis Restorations Ltd.

Analysis of Asbestos sampling completed by: BC Asbestos Services

This letter is to confirm that Genesis Restorations Ltd. has removed the asbestos materials stated above at 11780 Kingfisher Drive Richmond BC in accordance with regulatory requirements; OH & S Regulations / WorksafeBC and Ministry of Environment Regulations and is clear to be demolished.

- This clearance letter is intended strictly for demolition of the house and should not be used as a clearance document to re-occupy the house, as well as all building materials that remain are not for re-use and is intended only for disposal/demolition waste.

Regards  
Genesis Abatement



Dean Dyck – Manager 604-834-6042-Asbestos/Microbial/lead Remediation Certified, AHERA Building Inspector Certified # CABI-18-020

**CNCL - 278**

**(Special)**

# ***BC ASBESTOS SERVICES Ltd.***

**102 - 8299 - 129 Street, Surrey BC Ph; 604-593-5300**

December 20, 2018

## **Genesis Restorations**

#29 – 19257 Enterprise Way  
Surrey, BC V3S 6J8

Attention: Dean Dyck

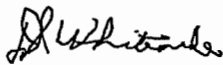
## **Reference: Bulk Asbestos Identification Results**

We have analyzed the two samples submitted for analysis on December 19, 2018 for 11780 Kingfisher Drive, Richmond.

The samples were analyzed using methodology based on National Institute for Occupational Safety and Health (NIOSH) method # 9002, using stereo binocular microscopy and polarized light microscopy. All samples will be kept for three months after analysis. BC Asbestos Services Ltd. participates in the American Industrial Hygiene Association (AIHA) bulk asbestos proficiency analytical testing (BAPAT) quality control program.

We trust this is the information you require. If you have any questions, please contact the undersigned.

Yours truly,



BC Asbestos Services Ltd.  
Per: David Whiteside, President

**BC ASBESTOS SERVICES Ltd. - 102 - 8299 - 129 St. Surrey BC V3W 0A6**

**Bulk Asbestos Results**

**Client: Genesis Restorations - 11780 Kingfisher Dr. Richmond**

BCAS Sample #	Client Sample #	Date Analyzed	Sample Description	Material Type	Layer #	Layer Description	Other Materials Type & Amount	Asbestos Type & Amount
210776	PO 367873 #1	20-Dec-18	Roof Under Cedar Shingles	Roof Paper	1	Tar Paper	Cellulose 60 % Non-fibrous 40 %	None Detected
210777	PO 367873 #2	20-Dec-18	North Room Main Floor on Concrete	Lino Sheet Flooring	1	Top Vinyl Layer	Non-fibrous >99 %	None Detected
					2	Backing	Cellulose 70 % Non-fibrous 30 %	None Detected
					3	Mastic	Non-fibrous >99 %	None Detected

Analytical Method: NIOSH 9002

Analyst: David Whiteside

Samples Collected by: Graham



## BC ASBESTOS SERVICES Ltd.

### Air Monitoring Spreadsheet

Project: Genesis Abatement - 11780 Kingfisher Dr. Richmond  
PO# 367861

Air Clearance: 0.02 fib/mL  
Asbestos EL: 0.1 fib/mL  
Half Mask: 1.0 fib/mL  
PAPR: 10.0 fib./mL

Sample #	Date Sampled	Date Analyzed	Sample Type	Sample Time (Min)	Flow Rate	Sample Volume (L)	# of Fibres	# of Fields	Fibre Density F/mm2	Fibre Conc. F/mL	Comments
1	26-Nov-18	26-Nov-18	Occupational	30	1.96	59	4	100	5	0.033	Inside Enclosure
2	26-Nov-18	26-Nov-18	Clean Room	380	1.96	745	17.5	100	22	0.012	Enclosure Entrance
3	26-Nov-18	26-Nov-18	Ambient	380	1.96	745	3	100	4	0.002	Outside Enclosure
4	26-Nov-18	26-Nov-18	Blank			#####	0	100	0	#VALUE!	Field Blank
5	27-Nov-18	27-Nov-18	Occupational	30	1.96	59	4	100	5	0.033	Inside Enclosure
6	27-Nov-18	27-Nov-18	Clean Room	395	1.96	774	6	100	8	0.004	Enclosure Entrance
7	27-Nov-18	27-Nov-18	Ambient	395	1.96	774	2.5	100	3	0.002	Outside Enclosure
8	28-Nov-18	29-Nov-18	Occupational	30	1.96	59	5.5	100	7	0.046	Inside Enclosure
9	28-Nov-18	29-Nov-18	Clean Room	380	1.96	745	9	100	11	0.006	Enclosure Entrance
10	28-Nov-18	29-Nov-18	Ambient	380	1.96	745	4	100	5	0.003	Outside Enclosure
11	29-Nov-18	29-Nov-18	Occupational	30	1.96	59	100.5	52	246	1.612	Inside Enclosure
12	29-Nov-18	29-Nov-18	Clean Room	410	1.96	804	16	100	20	0.010	Enclosure Entrance
13	29-Nov-18	29-Nov-18	Ambient	410	1.96	804	3.5	100	4	0.002	Outside Enclosure
14	29-Nov-18	29-Nov-18	Blank			#####	0	100	0	#VALUE!	Field Blank
15	30-Nov-18	30-Nov-18	Occupational	40	1.96	78	73	100	93	0.457	Inside Enclosure
16	30-Nov-18	30-Nov-18	Clean Room	385	1.96	755	11	100	14	0.007	Enclosure Entrance
17	30-Nov-18	30-Nov-18	Ambient	385	1.96	755	4	100	5	0.003	Outside Enclosure
18	3-Dec-18	3-Dec-18	Occupational	30	1.96	59	100.5	94	136	0.892	Inside Enclosure
19	3-Dec-18	3-Dec-18	Clean Room	395	1.96	774	14.5	100	18	0.009	Enclosure Entrance
20	3-Dec-18	3-Dec-18	Ambient	395	1.96	774	6.5	100	8	0.004	Outside Enclosure
21	4-Dec-18	4-Dec-18	Occupational	30	1.96	59	102	88	148	0.967	Inside Enclosure
22	4-Dec-18	4-Dec-18	Clean Room	390	1.96	764	10	100	13	0.006	Enclosure Entrance
23	4-Dec-18	4-Dec-18	Ambient	390	1.96	764	5.5	100	7	0.004	Outside Enclosure
24	4-Dec-18	4-Dec-18	Blank			#####	1	100	1	#VALUE!	Field Blank
25	5-Dec-18	6-Dec-18	Occupational	30	1.96	59	100	81	157	1.030	Inside Enclosure
26	5-Dec-18	6-Dec-18	Clean Room	410	1.96	804	6.5	100	8	0.004	Enclosure Entrance
27	5-Dec-18	6-Dec-18	Ambient	410	1.96	804	4	100	5	0.002	Outside Enclosure


## BC ASBESTOS SERVICES Ltd.

### Air Monitoring Spreadsheet

Project: Genesis Abatement - 11780 Kingfisher Dr. Richmond  
PO# 367861

Air Clearance: 0.02 fib/mL  
Asbestos EL: 0.1 fib/mL  
Half Mask: 1.0 fib/mL  
PAPR: 10.0 fib./mL

Sample #	Date Sampled	Date Analyzed	Sample Type	Sample Time (Min)	Flow Rate	Sample Volume (L)	# of Fibres	# of Fields	Fibre Density F/mm2	Fibre Conc. F/mL	Comments
28	6-Dec-18	6-Dec-18	Occupational	30	1.96	59	100	89	143	0.937	Inside Enclosure
29	6-Dec-18	6-Dec-18	Clean Room	395	1.96	774	6	100	8	0.004	Enclosure Entrance
30	6-Dec-18	6-Dec-18	Ambient	395	1.96	774	5	100	6	0.003	Outside Enclosure
31	7-Dec-18	10-Dec-18	Occupational	30	1.96	59	19	100	24	0.158	Inside Enclosure
32	7-Dec-18	10-Dec-18	Clean Room	380	1.96	745	12	100	15	0.008	Enclosure Entrance
33	7-Dec-18	10-Dec-18	Ambient	380	1.96	745	4	100	5	0.003	Outside Enclosure
34	7-Dec-18	10-Dec-18	Blank			#####	0	100	0	#VALUE!	Field Blank
35	10-Dec-18	11-Dec-18	Occupational	30	1.96	59	22.5	100	29	0.188	Inside Enclosure
36	10-Dec-18	11-Dec-18	Clean Room	385	1.96	755	19.5	100	25	0.013	Enclosure Entrance
37	10-Dec-18	11-Dec-18	Ambient	385	1.96	755	4.5	100	6	0.003	Outside Enclosure
38	11-Dec-18	12-Dec-18	Occupational	30	1.96	59	25	100	32	0.209	Inside Enclosure
39	11-Dec-18	12-Dec-18	Clean Room	415	1.96	813	12.5	100	16	0.008	Enclosure Entrance
40	11-Dec-18	12-Dec-18	Ambient	415	1.96	813	6	100	8	0.004	Outside Enclosure
41	12-Dec-18	13-Dec-18	Occupational	30	1.96	59	5	100	6	0.042	Inside Enclosure
42	12-Dec-18	13-Dec-18	Clean Room	370	1.96	725	3.5	100	4	0.002	Enclosure Entrance
43	12-Dec-18	13-Dec-18	Ambient	370	1.96	725	4.5	100	6	0.003	Outside Enclosure
44	12-Dec-18	13-Dec-18	Blank			#####	0	100	0	#VALUE!	Field Blank
45	13-Dec-18	13-Dec-18	Occupational	30	1.96	59	1.5	100	2	0.013	Inside Enclosure
46	13-Dec-18	13-Dec-18	Clean Room	385	1.96	755	17	100	22	0.011	Enclosure Entrance
47	13-Dec-18	13-Dec-18	Ambient	385	1.96	755	6.5	100	8	0.004	Outside Enclosure
46	14-Dec-18	14-Dec-18	Air Clearance	1025	2.45	2511	2	100	3	0.000	Inside Enclosure - PASS
47	14-Dec-18	14-Dec-18	Air Clearance	1025	2.45	2511	1	100	1	0.000	Inside Enclosure - PASS

Chain of Custody Record					
* Samples are kept for 30 days after					
Client Name:	Jing Cong				
Job Address:	11780 Kingfisher Drive Richmond BC				
Samples Collected by:	Dean Dyck & Jason Bard - Genesis Restorations Ltd				
Sample collected Date:	Dec. 21, 2018				
Sample #	Sample Description	Sample Location	Result	Comment	
1	Meth Residue - Wood subfloor	kitchen South side - main floor	Pass	NA	
2	meth residue - peel and stick tile on concrete	laundry main floor - north side	Fail	Peel & stick tile below laminate floor	
3	Meth residue- wood subfloor	South Bedroom - upper floor	Pass	subfloor below carpet/underlay in source rooms	
4	Meth Residue - window pane/glass	South Bedroom - upper floor	Pass	NA	
5	Meth Residue - Wood subfloor	North Bedroom - upper floor	Pass	subfloor below carpet/underlay in source rooms	
6	meth residue - window Sill	upper floor - ensuite bath room	Fail	na	
7	Meth Residue - window pane/glass	Main floor living room	Pass	NA	
8	Meth Residue - Wood subfloor	Main floor living room	Pass	NA	
9	meth residue - window Sill	North East Bedroom - upper floor -	Fail	source rooms	
10					
Date	Jan. 8, 2018		Signature		

4-11



**HENDERSON & LEE**  
**Law Corporation**  
Barristers & Solicitors

#310 – 4885 Kingsway  
Burnaby, BC V5H 4T2  
T: (604)558-2258  
F: (604)558-4023

June 14, 2019

Our file no. 2386  
Please reply to Alfonso Chen  
Email: [alfonso@hendersonleelaw.com](mailto:alfonso@hendersonleelaw.com)

Legal Department  
City of Richmond  
6911 No. 3 Road  
Richmond, BC V6Y 2C1

Via email: [citylaw@richmond.ca](mailto:citylaw@richmond.ca)  
and via fax: 604-276-4037

**Attention: Mr. T. Capuccinello Iraci**

Dear Sir:

**Re: Information about the Invoice with Invoice No.: MIS-02579 (the “Invoice”)**

We follow up from our letter dated June 11, 2019, within which we appealed the amount of the Invoice. As a preliminary note, we expect that you will be providing us with an email on the next steps of the appeal in due course.

We have reviewed documents and obtained information from our client, Ms. Cong, about the circumstances surrounding the incident that is associated with the Invoice.

We first set out background facts about this case.

On or about August 26, 2018, allegations were made about there being a methamphetamine grow operation at Ms. Cong’s property located at 11780 Kingfisher Drive, Richmond, BC V7E 3N7 (the “Property”). Ms. Cong was in China at the time.

On or about September 8, 2018, Ms. Cong hurriedly returned to British Columbia to deal with issues arising from the alleged methamphetamine grow operation on the Property.

Later in September of 2018, Ms. Cong was advised by the police that she was required to secure clean up services associated with the Property within 24 hours of the advisory. Ms. Cong complied with this requirement, having immediately contacted the only company that was introduced to her by police and fire rescue departments, Genesis Abatement. Ultimately, Ms. Cong had Genesis Abatement or its subcontractors provide preliminary investigation and clean up services and paid to them an approximate total of \$65,375.00 CAD.

On or about November 19, 2018, Ms. Cong again paid for a government bill associated with the Property in the amount of \$7,477.67. Of this amount, \$4,200.00 was for a Safety Inspection Fee, the description of which was “Special Safety Inspection – Do not occupy”, and \$3,277.67 was for “Labour” from Emergency Board Up Services.

4-17

Our File #: 2386  
To: City of Richmond  
Date: June 14, 2019  
Page 2 of 2



Ms. Cong did not receive any further correspondence about this matter until about May 20, 2019, when she received the Invoice, which stated that \$67,524.22 was due.

In the Invoice, the amount due was broken down into the following parts:

- 1) RCMP: \$24,243.27;
- 2) Tervita: \$32,027.10; and
- 3) 20% Administration Fee: \$11,254.07.

The total amount you are requesting for Ms. Cong to pay for, which includes fees for the RCMP of nearly \$25,000.00, is astronomical. Ms. Cong is also not aware of Tervita having provided any services associated with the Property and complied with the demands of the City of Richmond in promptly retaining Genesis and paying for the clean-up of the Property.

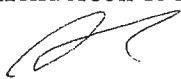
Ms. Cong has attempted to obtain further information about the amounts set out in the Invoice from the RCMP as well as from the City on numerous occasions. The City of Richmond directed Ms. Cong to contact the RCMP. The RCMP directed Ms. Cong to contact the City of Richmond. To date, no one has provided to her a breakdown of what the amounts relate to and why they are being claimed from Ms. Cong in the first place.

Given the foregoing, this is a formal request that you provide information about the Invoice, including:

- 1) a detailed breakdown of the fees associated with the RCMP and with Tervita that have been set out in the Invoice, including but not limited to:
  - a. dates in which services were provided;
  - b. what the rates for any labor provided by the RCMP and Tervita were; and
  - c. what services the RCMP and Tervita provided; and
- 2) any bylaws that you rely on to assert that Ms. Cong is responsible for each of the broken-down amounts that add up to the \$67,524.44 set out in the Invoice.

We also request that the City of Richmond direct all communications with regards to this matter to the undersigned in the future.

Yours truly,  
**Henderson & Lee Law Corporation**

  
Alfonso Chen  
Barrister & Solicitor



**HENDERSON & LEE**  
**Law Corporation**  
 Barristers & Solicitors

#310 – 4885 Kingsway  
 Burnaby, BC V5H 4T2  
 T: (604)558-2258  
 F: (604)558-4023

July 5, 2019

Our file no. 2386  
 Please reply to Alfonso Chen  
 Email: [alfonso@hendersonleelaw.com](mailto:alfonso@hendersonleelaw.com)

Legal Department  
 City of Richmond  
 6911 No. 3 Road  
 Richmond, BC V6Y 2C1

Via email: [BBurns1@richmond.ca](mailto:BBurns1@richmond.ca)  
 and: [ACapuccinelloiraci@richmond.ca](mailto:ACapuccinelloiraci@richmond.ca)

**Attention: Mr. T. Capuccinello Iraci and Mr. Brendan Burns**

Dear Sirs:

**Re: Appeal of Fee for Invoice No.: MIS-02579 (the “Invoice”)**

Thank you kindly for your follow up by email (the “Email”) on June 18, 2019, in response to our correspondence to you about the above-noted matter. For your quick reference, this file relates to the property located at 11780 Kingfisher Drive, Richmond, BC V7E 3N7.

After having discussed the contents of the Email, together with its attachments, with Ms. Cong, we have a few points to bring to your attention regarding this matter, each of which we discuss below.

Hearing

We look forward to speaking to the Invoice at the hearing, which we hope will soon have a set date. Ms. Cong may make travel plans for later in the year, but she also anticipates that she will attend the hearing. As such, we kindly ask you to let us know if there is a small range of dates within which the hearing will take place.

RCMP Fees

Since our receipt of the Email, we have had an opportunity to review the RCMP Operation Labour/Equipment Report (the “Report”) that was attached to the Email. The Report is two pages in length and does not describe what services the RCMP fees were applied toward. We respectfully suggest that the Report unfortunately is not adequate for us to ascertain what the RCMP fees being claimed from Ms. Cong are for. The Report itself only provides basic hourly rates and hours spent by various RCMP officers.

We understand that we can expect to receive more information about the RCMP fees in due course. In order for us to assess whether the fees fall within the permissible fees for the City of Richmond to impose on Ms. Cong, per the City of Richmond’s Property Maintenance and Repair

Our File #: 2386  
To: City of Richmond  
Date: July 5, 2019  
Page 2 of 2



Bylaw No. 7897, and to assess whether the imposition of such fees was reasonable, we respectfully suggest that we need any and all available records of what each of the RCMP officers did. Our position is that it would also be inadequate and improper for RCMP officers to now create records about what they did during those hours that were recorded in the Report given that approximately ten months have passed since the Report setting out the hours was made.

As such, we kindly request you to provide all available records (the "Available Records") of what each of the RCMP officers did for those hours recorded in the Report, together with the dates of when each of the Available Records was made, as soon as possible.

Tervita Fees

We are currently assessing the document associated with the fees imposed by Tervita and thank you again for sending the document to us.

We look forward to hearing from you.

Yours truly,  
**Henderson & Lee Law Corporation**

A handwritten signature in black ink, appearing to be 'Alfonso Chen', is written over the printed name.

Alfonso Chen  
Barrister & Solicitor

4-13



**HENDERSON & LEE**  
Law Corporation  
Barristers & Solicitors

#310 – 4885 Kingsway  
Burnaby, BC V5H 4T2  
T: (604)558-2258  
F: (604)558-4023

July 12, 2019

Our file no. 2386  
Please reply to Alfonso Chen  
Email: [alfonso@hendersonleelaw.com](mailto:alfonso@hendersonleelaw.com)

Legal Department  
City of Richmond  
6911 No. 3 Road  
Richmond, BC V6Y 2C1

Via email: [BBurns1@richmond.ca](mailto:BBurns1@richmond.ca)  
and: [ACapuccinelloiraci@richmond.ca](mailto:ACapuccinelloiraci@richmond.ca)

**Attention: Mr. T. Capuccinello Iraci and Mr. Brendan Burns**

Dear Sirs:

**Re: Appeal of Fee for Invoice No.: MIS-02579 (the "Invoice")**

We write to follow up on the courtesy notice that you provided to us yesterday that our client can expect to receive another invoice with regards to work done on her property located at 11780 Kingfisher Drive, Richmond, BC V7E 3N7 (the "Property"). You also advised that there could be additional invoices that our client will receive regarding the Property, all pursuant to Bylaw 7897 (the "Bylaw").

As we advised you, our client is upset that invoices get sent, and possibly prepared, months after the work that based the invoices were provided.

We have been instructed by our client to request from you the following information:

1. What other invoices pursuant to the Bylaw can our clients expect with regards to work already provided on the Property?
2. What can our client do to prevent being required to pay for additional fees or expenses associated with the grow-up on the Property for work not yet provided?

As you can understand, our client wants to comply with the Bylaws but reasonably does not want to be issued invoices unnecessarily because the City of Richmond did not communicate with her exactly what you are requiring. This is why we request the above-noted information.

We look forward to hearing from you.

Yours truly,  
**Henderson & Lee Law Corporation**

  
Alfonso Chen  
Barrister & Solicitor

**CNCL - 288**

**(Special)**

W: [www.hendersonleelaw.com](http://www.hendersonleelaw.com)

E: [alfonso@hendersonleelaw.com](mailto:alfonso@hendersonleelaw.com)



[Print](#) | [Close Window](#)

**Subject:** Re: [FWD: RE: 2386 - Letter for your attention]

**From:** 丛静 <cj15541112755@163.com>

**Date:** Mon, Jul 22, 2019 4:17 pm

**To:** alfonso <alfonso@hendersonleelaw.com>

您好陈律师！

谢谢！已收到您的邮件！

1、我们已经告诉Richmond 消防队决定我们要拆除这个房子，近期正在向政府申请为拆除房子所做的准备中。请您知悉！或者让政府律师知道。

2、请陈律师帮忙把前期委托事宜的进展及政府对房子后续有任何费用及要求能及时传达给我，避免新的帐单继续产生。延误一些政府要求。

关于房子帐单费用减免，如陈律师需要我做些什么，请告知我，拜托陈律师费心研究，确实近期我自觉压力太大，真的不知怎么面对。 多谢

丛静

On 07/22/2019 13:54, alfonso wrote:

从女士，

您好。您读了对方律师的回复了吗？如果您还没有找人处理您的屋子的话，请您仔细阅读这份email。

首先，我的工作是为您尽量把列治文政府要您付的费用拉到合理的范围内。但是您的责任是尽量早点把屋子改成一个能住的地方。

您因该找专门人士去您的屋子，给您估价，处理好此案件，包括处理列治文政府的要求（包括Remediation permit 和 reoccupancy permit还有一切其他的permit）。这些专家可能需要您付好几万块。但是您之前说您不想要一直付罚款给列治文政府，所以最好的方式是赶紧找到专业人士开始处理您的屋子，让它能早点不成为市政府需要仔细调查的屋子。

您可以在网上找找看有没有会说中文的公司让您比较容易理解情况。

如果您有关于费用的问题想问我们的话，欢迎您打电话给我：(604) 558-2258。

谢谢。

**Alfonso Chen**

Barrister & Solicitor

**HENDERSON & LEE LAW CORPORATION**

Address: #310 - 4885 Kingsway, Burnaby, V5H 4T2

Tel: 604-558-2258

Fax: 604-558-4023

[www.hendersonleelaw.com](http://www.hendersonleelaw.com)

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**CNCL-289  
(Special)**

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**Subject:** RE: 2386 - Richmond Fire Rescue Invoice - 11780 Kingfisher Dr.

**From:** alfonso@hendersonleelaw.com

**Date:** Sat, Aug 03, 2019 9:26 am

**To:** "Burns, Brendan" <BBurns1@richmond.ca>

**Cc:** "Capuccinello Iraci, Tony" <ACapuccinelloiraci@richmond.ca>

Dear Mr. Burns,

Thank you. I email to ask if you were able to obtain the remaining pages of the Tervita Invoice that were not in the copy of the Tervita Invoice that you forwarded to me. If so, would you mind providing those pages to me?

In addition, would you be able to advise of the process of how the RCMP cost back sheet was prepared and how many hours Sergeant Hsieh worked for each day of August 24 to August 27, 2018?

I look forward to your reply.

Thank you.

Yours truly,

**Alfonso Chen**

Barrister & Solicitor

**\*\*Please note that I will be away on August 16, 19, and 20, 2019\*\***

**HENDERSON & LEE LAW CORPORATION**

Address: #310 - 4885 Kingsway, Burnaby, V5H 4T2

Tel: 604-558-2258

Fax: 604-558-4023

[www.hendersonleelaw.com](http://www.hendersonleelaw.com)

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----- Original Message -----

**Subject:** Richmond Fire Rescue Invoice - 11780 Kingfisher Dr.

**From:** "Burns,Brendan" <BBurns1@richmond.ca>

**Date:** Tue, July 30, 2019 4:42 pm

**To:** "alfonso@hendersonleelaw.com" <alfonso@hendersonleelaw.com>

**Cc:** "Capuccinello Iraci,Tony" <ACapuccinelloiraci@richmond.ca>

Dear Mr. Chen,

Attached for your records is a copy of the invoice sent to your client by Richmond Fire Rescue (RFR), together with a supporting document detailing the calculation of the invoice.

Best regards,

Brendan

**BRENDAN BURNS**

Staff Solicitor

City of Richmond

**CNCL - 290  
(Special)**

6911 No. 3 Road  
Richmond, B.C.  
V6Y 2C1  
**Tel:** (604) 204-8624  
**Fax:** (604) 276-4037  
**Email:** [bburns1@richmond.ca](mailto:bburns1@richmond.ca)

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4-16



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**Law Corporation**  
Barristers & Solicitors

#310 – 4885 Kingsway, Burnaby  
BC V5H 4T2  
T: (604)558-2258  
F: (604)558-4023

August 7, 2019

Your File No.: 18-27045

Our File No.: 2386

Reply to: Cameron Lee

Email to: [cameron@hendersonleelaw.com](mailto:cameron@hendersonleelaw.com)

Legal Department  
City of Richmond  
6911 No. 3 Road  
Richmond, BC V6Y 2C1

**Attention: Mr. T. Capuccinello Iraci and Mr. Brendan Burns**

Dear Sirs:

**Re: Demand for All Invoices for 11780 Kingfisher Dr.**

---

We are writing to follow up on the letter sent to you on July 12<sup>th</sup>, 2019 requesting all invoices that our client can expect for the work done on her property at 11780 Kingfisher Dr (the “**Kingfisher Works**”), as well as the e-mail that was sent to you on August, 3<sup>rd</sup> 2019 requesting the remaining pages of the Trevita Invoice.

**We are formally demanding that all invoices, in their entirety, for the Kingfisher Works be submitted to us, along with a declaration that all invoices have been sent, no later than August 21<sup>st</sup>, 2019.**

As you are well aware, the Kingfisher Works occurred almost a year ago on August 24<sup>th</sup> – 27<sup>th</sup>, 2018. Our client has been receiving invoices for the Kingfisher Works in piecemeal fashion over the course of the past year being the following:

- Invoice No. FIR-02808 dated September 12<sup>th</sup>, 2018 for the amount of \$4,200.00
- Invoice No. MIS-01739 dated September 28<sup>th</sup>, 2018 for the amount of \$3,277.67
- Invoice No. MIS-02579 dated May 16<sup>th</sup>, 2019 for the amount of \$67,524.44
- Invoice No. FOR-03489 dated July 25<sup>th</sup>, 2019 for the amount of \$8,526.95

Please note that Invoice No. MIS-02579 was sent incomplete with two pages from Trevita missing.

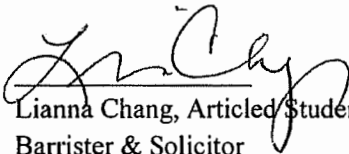
On July 30<sup>th</sup>, 2019, we also received a call from you indicating that our client may receive further invoices in relation to the Kingfisher Works.

This undue delay in the sending of invoices is greatly prejudicial to our client. Not only is the delay preventing us from properly analyzing and investigating the invoices in preparation for the hearing in September, the continuous and unexpected costs are preventing our client from applying for a demolition/building permit and/or re-occupying the property in accordance with s. 2.4.1(c), Bylaw No. 7897. Delays in restoring and/or re-occupying the property may subject our client to the provincial speculation tax, causing our client further financial distress.

We look forward to obtaining the remaining invoices, if any, along with a declaration that all invoices have been sent.

Yours truly,

**Henderson & Lee Law Corporation**

A handwritten signature in black ink, appearing to read 'Lianna Chang', is written over a horizontal line.

Lianna Chang, Articled Student for Cameron Lee  
Barrister & Solicitor  
CL/lc

**Part V. Law and Cases regarding city and city staff'**

5-1	In Judicial Review Procedure Act 9		
5-2	Catalyst Paper Corporation v. North Cowichan (District)		
5-3	Dunsmuir		
5-4	Roncarelli v. Duplessis		
5-5	London (City) v. RSJ Holdings Ltd		

This Act is current to October 23, 2019

See the Tables of Legislative Changes for this Act's legislative history, including any changes not in force.

## **JUDICIAL REVIEW PROCEDURE ACT**

### **[RSBC 1996] CHAPTER 241**

#### ***Contents***

- 1 Definitions
- 2 Application for judicial review
- 3 Error of law
- 4 Existing provision limiting judicial review not affected
- 5 Powers to direct tribunal to reconsider
- 6 Effect of direction
- 7 Power to set aside decision
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- 9 Defects in form, technical irregularities
- 10 Interim order
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- 12 No writ to issue
- 13 Summary disposition of proceedings
- 14 Sufficiency of application
- 15 Notice to decision maker and right to be a party
- 16 Notice to Attorney General
- 17 Court may order record filed
- 18 Informations in the nature of quo warranto
- 19 Relationship between this Act and *Crown Proceeding Act*
- 20 References in other enactments
- 21 Application of Act in relation to laws of treaty first nations

#### **Definitions**

**1** In this Act:

**"application for judicial review"** means an application under section 2;

**"court"** means the Supreme Court;

**"decision"** includes a determination or order;

**"licence"** includes a permit, certificate, approval, order, registration or similar form of permission required by law;

**"record of the proceeding"** includes the following:

**CNCL - 295**

**(Special)**

- (a) a document by which the proceeding is commenced;
- (b) a notice of a hearing in the proceeding;
- (c) an intermediate order made by the tribunal;
- (d) a document produced in evidence at a hearing before the tribunal, subject to any limitation expressly imposed by any other enactment on the extent to which or the purpose for which a document may be used in evidence in a proceeding;
- (e) a transcript, if any, of the oral evidence given at a hearing;
- (f) the decision of the tribunal and any reasons given by it;

**"statutory power"** means a power or right conferred by an enactment

- (a) to make a regulation, rule, bylaw or order,
- (b) to exercise a statutory power of decision,
- (c) to require a person to do or to refrain from doing an act or thing that, but for that requirement, the person would not be required by law to do or to refrain from doing,
- (d) to do an act or thing that would, but for that power or right, be a breach of a legal right of any person, or
- (e) to make an investigation or inquiry into a person's legal right, power, privilege, immunity, duty or liability;

**"statutory power of decision"** means a power or right conferred by an enactment to make a decision deciding or prescribing

- (a) the legal rights, powers, privileges, immunities, duties or liabilities of a person, or
- (b) the eligibility of a person to receive, or to continue to receive, a benefit or licence, whether or not the person is legally entitled to it,

and includes the powers of the Provincial Court;

**"tribunal"** means one or more persons, whether or not incorporated and however described, on whom a statutory power of decision is conferred.

### **Application for judicial review**

- 2** (1) An application for judicial review must be brought by way of a petition proceeding.
- (2) On an application for judicial review, the court may grant any relief that the applicant would be entitled to in any one or more of the proceedings for:
- (a) relief in the nature of mandamus, prohibition or certiorari;
  - (b) a declaration or injunction, or both, in relation to the exercise, refusal to exercise, or proposed or purported exercise, of a statutory power.



- 3** The court's power to set aside a decision because of error of law on the face of the record on an application for relief in the nature of certiorari is extended so that it applies to an application for judicial review in relation to a decision made in the exercise of a statutory power of decision to the extent it is not limited or precluded by the enactment conferring the power of decision.

### **Existing provision limiting judicial review not affected**

- 4** Subject to section 3, nothing in this Act permits a person to bring a proceeding referred to in section 2 if the person is otherwise limited or prohibited by law from bringing the proceeding.

### **Powers to direct tribunal to reconsider**

- 5** (1) On an application for judicial review in relation to the exercise, refusal to exercise, or purported exercise of a statutory power of decision, the court may direct the tribunal whose act or omission is the subject matter of the application to reconsider and determine, either generally or in respect of a specified matter, the whole or any part of a matter to which the application relates.
- (2) In giving a direction under subsection (1), the court must
- (a) advise the tribunal of its reasons, and
  - (b) give it any directions that the court thinks appropriate for the reconsideration or otherwise of the whole or any part of the matter that is referred back for reconsideration.

### **Effect of direction**

- 6** In reconsidering a matter referred back to it under section 5, the tribunal must have regard to the court's reasons for giving the direction and to the court's directions.

### **Power to set aside decision**

- 7** If an applicant is entitled to a declaration that a decision made in the exercise of a statutory power of decision is unauthorized or otherwise invalid, the court may set aside the decision instead of making a declaration.

### **Power to refuse relief**

- 8** (1) If, in a proceeding referred to in section 2, the court had, before February 1, 1977, a discretion to refuse to grant relief on any ground, the court has the same discretion to refuse to grant relief on the same ground.
- (2) Despite subsection (1), the court may not refuse to grant relief in a proceeding referred to in section 2 on the ground that the relief should have been sought in another proceeding referred to in section 2.

- 9** (1) On an application for judicial review of a statutory power of decision, the court may refuse relief if
- (a) the sole ground for relief established is a defect in form or a technical irregularity, and
  - (b) the court finds that no substantial wrong or miscarriage of justice has occurred.
- (2) If the decision has already been made, the court may make an order validating the decision despite the defect, to have effect from a time and on terms the court considers appropriate.

### **Interim order**

- 10** On an application for judicial review, the court may make an interim order it considers appropriate until the final determination of the application.

### **No time limit for applications**

- 11** An application for judicial review is not barred by passage of time unless
- (a) an enactment otherwise provides, and
  - (b) the court considers that substantial prejudice or hardship will result to any other person affected by reason of delay.

### **No writ to issue**

- 12** (1) No writ of mandamus, prohibition or certiorari may be issued.
- (2) An application for relief in the nature of mandamus, prohibition or certiorari, must be treated as an application for judicial review under section 2.

### **Summary disposition of proceedings**

- 13** (1) On the application of a party to a proceeding for a declaration or injunction, the court may direct that any issue about the exercise, refusal to exercise or proposed or purported exercise of a statutory power be disposed of summarily, as if it were an application for judicial review.
- (2) Subsection (1) applies whether or not the proceeding for a declaration or injunction includes a claim for other relief.

### **Sufficiency of application**

- 14** An application for judicial review is sufficient if it sets out the ground on which relief is sought and the nature of the relief sought, without specifying by which proceeding referred to in section 2 the claim would have been made before February 1, 1977.

### **Notice to decision maker and right to be a party**

- 15** (1) For an application for judicial review in relation to the exercise, refusal to exercise, or proposed or purported exercise of a statutory power, the person

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who is authorized to exercise the power

(a) must be served with notice of the application and a copy of the petition, and

(b) may be a party to the application, at the person's option.

(2) If 2 or more persons, whether styled a board or commission or any other collective title, act together to exercise a statutory power, they are deemed for the purpose of subsection (1) to be one person under the collective title, and service, if required, is effectively made on any one of those persons.

### **Notice to Attorney General**

**16** (1) The Attorney General must be served with notice of an application for judicial review and notice of an appeal from a decision of the court with respect to the application.

(2) The Attorney General is entitled to be heard in person or by counsel at the hearing of the application or appeal.

### **Court may order record filed**

**17** On an application for judicial review of a decision made in the exercise or purported exercise of a statutory power of decision, the court may direct that the record of the proceeding, or any part of it, be filed in the court.

### **Informations in the nature of quo warranto**

**18** (1) Informations in the nature of quo warranto are abolished.

(2) If a person acts in an office in which the person is not entitled to act and an information in the nature of quo warranto would, but for subsection (1), have been available against the person the court may, under an application for judicial review, grant an injunction restraining the person from acting and may declare the office to be vacant.

(3) A proceeding for an injunction under this section may not be taken by a person who would not immediately before February 1, 1977, have been entitled to apply for an information in the nature of quo warranto.

### **Relationship between this Act and *Crown Proceeding Act***

**19** This Act is subject to the *Crown Proceeding Act*.

### **References in other enactments**

**20** If reference is made in any other enactment to a proceeding referred to in section 2 or 18, the reference is deemed to be a reference to an application for judicial review.

### **Application of Act in relation to laws of treaty first nations**

**21** If a final agreement provides that the court has jurisdiction to hear an application for judicial review of a decision taken under a law of the treaty first nation by the

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treaty first nation or a public institution established under a law of the treaty first nation, this Act applies in relation to the application as if the law of the treaty first nation were an enactment.

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# **Catalyst Paper Corp. v. North Cowichan (District), [2012] S.C.J. No. 2**

Supreme Court of Canada Judgments

Supreme Court of Canada

Present: McLachlin C.J. and LeBel, Deschamps, Fish, Abella, Rothstein and Cromwell JJ.

Heard: October 18, 2011;

Judgment: January 20, 2012.

File No.: 33744.

**[2012] S.C.J. No. 2** [2012] A.C.S. no 2 2012 SCC 2 [2012] 1 S.C.R. 5 [2012] 1 R.C.S. 5  
316 B.C.A.C. 1 2012EXP-207 J.E. 2012-126 11 R.P.R. (5th) 1 425 N.R. 22 340 D.L.R.  
(4th) 385 26 B.C.L.R. (5th) 1 [2012] 2 W.W.R. 415 209 A.C.W.S. (3d) 697 93 M.P.L.R.  
(4th) 1 34 Admin. L.R. (5th) 175 2012 CarswellBC 17 2012 CarswellBC 18

Catalyst Paper Corporation, Appellant; v. Corporation of the District of North Cowichan, Respondent.

(37 paras.)

## **Appeal From:**

ON APPEAL FROM THE COURT OF APPEAL FOR BRITISH COLUMBIA

## **Case Summary**

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**Municipal law — Bylaws and resolutions — Grounds for invalidity — Unreasonableness — Ultra vires — Appeal by Catalyst Paper Corporation from decision upholding municipal taxation bylaw dismissed — Power of courts to set aside municipal bylaws was narrow, and could not be exercised simply because a bylaw imposed greater share of tax burden on some ratepayers than on others — Courts reviewing bylaws for reasonableness had to approach the task against the backdrop of the wide variety of factors that municipal councillors could legitimately consider in enacting bylaws, including broad social, economic and political issues — Bylaw fell within reasonable range of outcomes — Adoption of bylaw did not constitute a decision that no reasonable municipal council could have made.**

**Municipal law — Finance — Taxation — Tax levy — Rates — Appeal by Catalyst Paper Corporation from decision upholding municipal taxation bylaw dismissed — Power of courts to set aside municipal bylaws was narrow, and could not be exercised simply because a bylaw imposed greater share of tax burden on some ratepayers than on others — Courts reviewing bylaws for reasonableness had to approach the task against the backdrop of the wide variety of factors that municipal councillors could legitimately consider in enacting bylaws, including broad social, economic and political issues — Bylaw fell within reasonable range of outcomes — Adoption of bylaw did not constitute a decision that no reasonable municipal council could have made.**

**Administrative law — Judicial review and statutory appeal — Standard of review — Reasonableness — Appeal by Catalyst Paper Corporation from decision upholding municipal**

**taxation bylaw dismissed — Power of courts to set aside municipal bylaws was narrow, and could not be exercised simply because a bylaw imposed greater share of tax burden on some ratepayers than on others — Courts reviewing bylaws for reasonableness had to approach the task against the backdrop of the wide variety of factors that municipal councillors could legitimately consider in enacting bylaws, including broad social, economic and political issues — Bylaw fell within reasonable range of outcomes — Adoption of bylaw did not constitute a decision that no reasonable municipal council could have made.**

Appeal by Catalyst Paper Corporation from the decision upholding a municipal taxation bylaw that the appellant claimed was unreasonable. The appellant had a mill located in the District of North Cowichan. As more people came to the District, residential property values skyrocketed, while the value of the appellant's property remained relatively stable. The District was concerned that taxing residential property at a rate that reflected its actual value relative to the value of other classes of property in the District would result in unacceptable tax increases to residents. Instead, the District responded to the demographic shift by keeping residential property taxes low and increasing the relative tax rate on the appellant's property. The result is that the appellant was required to foot a grossly disproportionate part of the District's property tax levy, while it obtained little in exchange in terms of services. The District gradually reduced the rates on Class 4 (major industry) property, but the appellant sought further reductions. The appellant argued that courts could set aside municipal bylaws on the ground that they were unreasonable, having regard to objective factors such as consumption of municipal services. The District of North Cowichan, on the other hand, argued that the judicial power to overturn a municipal tax bylaw was very narrow; in its view, courts could not overturn a bylaw simply because it placed a disproportionate burden on a taxpayer.

**HELD:** Appeal dismissed.

The power of the courts to set aside municipal bylaws was a narrow one, and could not be exercised simply because a bylaw imposed a greater share of the tax burden on some ratepayers than on others. The appropriate standard of review to be applied was reasonableness. The critical question was what factors the court should consider in determining what lies within the range of possible reasonable outcomes. Courts reviewing bylaws for reasonableness had to approach the task against the backdrop of the wide variety of factors that elected municipal councillors could legitimately consider in enacting bylaws. The applicable test was this: only if the bylaw is one no reasonable body informed by these factors could have taken will the bylaw be set aside. The fact that wide deference was owed to municipal councils did not mean that they had carte blanche. Reasonableness limited municipal councils in the sense that the substance of their bylaws had to conform to the rationale of the statutory regime set up by the legislature. The range of reasonable outcomes was thus circumscribed by the purview of the legislative scheme that empowered a municipality to pass a bylaw. The relevant legislation in this case was the Community Charter. Section 197 gave municipalities a broad and virtually unfettered legislative discretion to establish property tax rates in respect of each of the property classes in the municipality, unless limited by regulation. The Community Charter did not support the contention that property value taxes ought to be limited by the level of service consumed. The bylaw was not unreasonable. Municipal councils passing bylaws were entitled to consider not merely the objective considerations bearing directly on the matter, but broader social, economic and political issues. While the impact of the bylaw on the appellant was harsh, there were countervailing considerations that the District was entitled to take into account, such as the impact on long-term fixed-income residents that a precipitous hike in residential property taxes might produce. Its approach complied with the Community Charter, which permitted municipalities to apply different tax rates to different classes of property. The bylaw favoured residential property owners, but it was not unreasonably partial to them. Consequently, the bylaw fell within a reasonable range of outcomes. The adoption of the bylaw did not constitute a decision that no reasonable elected municipal council could have made.

Bylaw No. 3385, Tax Rates Bylaw, 2009, Corporation of the District of North Cowichan,

Community Charter, S.B.C. 2003, c. 26, s. 197, s. 197(3), s. 197(3)(b), s. 199(b)

Municipal Finance Authority Act, 1979, c. 292, s. 14.1(3)(b), s. 35

Municipal Finance Authority Act Regulation, B.C. Reg. 63/84,

**Subsequent History:**

NOTE: This document is subject to editorial revision before its reproduction in final form in the Canada Supreme Court Reports.

**Court Catchwords:**

*Municipal law -- Bylaws -- Validity -- Standard of review applicable to municipal taxation bylaw -- What standard of reasonableness requires in context of judicial review of taxation bylaw -- Community Charter, S.B.C. 1996, c. 26, s. 197.*

**Court Summary:**

One of C's four mills is located in the District of North Cowichan ("District") on Vancouver Island. C seeks to have a municipal taxation bylaw set aside on the basis that it is unreasonable having regard to objective factors such as consumption of municipal services. The District argued that reasonableness must take into account not only matters directly related to the treatment of a particular taxpayer, but a broad array of social, economic and demographic factors relating to the community as a whole. The chambers judge upheld the bylaw. The Court of Appeal dismissed the appeal.

*Held:* The appeal should be dismissed.

The standard of review applicable is reasonableness. The power of the courts to set aside municipal bylaws is a narrow one, and cannot be exercised simply because a bylaw imposes a greater share of the tax burden on some ratepayers than on others. The critical question is what factors the court should consider in determining what lies within the range of possible reasonable outcomes. Courts reviewing bylaws for reasonableness must approach the task against the backdrop of the wide variety of factors that elected municipal councillors may legitimately consider in enacting bylaws, including broad social, economic and political issues. Only if the bylaw is one no reasonable body informed by these factors could have taken will the bylaw be set aside.

The fact that wide deference is owed to municipal councils does not mean that they have *carte blanche*. Reasonableness limits municipal councils in the sense that the substance of their bylaws must conform to the rationale of the statutory regime set up by the legislature. The range of reasonable outcomes is circumscribed by the purview of the legislative scheme that empowers a municipality to pass a bylaw. Municipal councils must also adhere to appropriate processes and cannot act for improper purposes.

The bylaw falls within a reasonable range of outcomes. The bylaw does not constitute a decision that no reasonable elected municipal council could have made. The District council considered and weighed all relevant factors. The process of passing the bylaw was properly followed. The reasons for the bylaw were clear and the District's policy had been laid out in a five-year plan. The District's approach complies with the *Community Charter*, which permits municipalities to apply different tax rates to different classes of property. The *Community Charter* does not support C's contention that property value taxes ought to be limited by the level of service consumed. Although the bylaw favours residential property owners, it is not unreasonably partial to them.

## Cases Cited

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**Applied:** *Dunsmuir v. New Brunswick*, 2008 SCC 9, [2009] 1 S.C.R. 190; **referred to:** *Thorne's Hardware Ltd. v. The Queen*, [1983] 1 S.C.R. 106; *Bell v. The Queen*, [1979] 2 S.C.R. 212; *O'Flanagan v. Rossland (City)*, 2009 BCCA 182, 270 B.C.A.C. 40; *Westcoast Energy Inc. v. Peace River (Regional District)* (1998), 54 B.C.L.R. (3d) 45; *Canadian National Railway Co. v. Fraser-Fort George (Regional District)* (1996), 28 B.C.L.R. (3d) 81; *Hlushak v. Fort McMurray (City)* (1982), 37 A.R. 149; *Ritholz v. Manitoba Optometric Society* (1959), 21 D.L.R. (2d) 542; *Canada (Citizenship and Immigration) v. Khosa*, 2009 SCC 12, [2009] 1 S.C.R. 339; *Pacific National Investments Ltd. v. Victoria (City)*, 2000 SCC 64, [2000] 2 S.C.R. 919; *Kruse v. Johnson*, [1898] 2 Q.B. 91; *Associated Provincial Picture Houses, Ltd. v. Wednesbury Corp.*, [1948] 1 K.B. 223; *Lehndorff United Properties (Canada) Ltd. v. Edmonton (City)* (1993), 146 A.R. 37, *aff'd* (1994), 157 A.R. 169; *Immeubles Port Louis Ltée v. Lafontaine (Village)*, [1991] 1 S.C.R. 326.

## Statutes and Regulations Cited

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Bylaw No. 3385, *Tax Rates Bylaw, 2009*, Corporation of the District of North Cowichan.

*Community Charter*, S.B.C. 2003, c. 26, ss. 197, 199(b).

*Municipal Finance Authority Act*, 1979, c. 292, s. 14.1(3)(b), *ad.* 1983, c. 24, s. 35.

*Municipal Finance Authority Act Regulation*, B.C. Reg. 63/84.

### History and Disposition:

APPEAL from a judgment of the British Columbia Court of Appeal (Newbury, Huddart and Saunders J.J.A.), 2010 BCCA 199, 286 B.C.A.C. 149, 484 W.A.C. 149, 5 B.C.L.R. (5) 203, 318 D.L.R. (4) 350, 92 R.P.R. (4) 1, 69 M.P.L.R. (4) 163, [2010] 7 W.W.R. 259, [2010] B.C.J. No. 700 (QL), 2010 CarswellBC 958, affirming a decision of Voith J., 2009 BCSC 1420, 98 B.C.L.R. (4) 355, 66 M.P.L.R. (4) 35, 88 R.P.R. (4) 203, [2010] 7 W.W.R. 220, [2009] B.C.J. No. 2033 (QL), 2009 CarswellBC 2763. Appeal dismissed.

## Counsel

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*Roy W. Millen, Joanne Lysyk and Alexandra Luchenko*, for the appellant.

*Sukhbir Manhas and Reece Harding*, for the respondent.

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[Editor's note: A corrigendum was published by the Court February 21, 2012. The corrections have been incorporated in this document and the text of the corrigendum is appended to the end of the judgment.]



[Editor's note: A corrigendum was published by the Court January 27, 2012. The corrections have been incorporated in this document and the text of the corrigendum is appended to the end of the judgment.]

The judgment of the Court was delivered by

## **McLACHLIN C.J.**

**1** Catalyst Paper is the largest specialty paper and newsprint producer in Western North America. One of its four mills is located in the District of North Cowichan, on the southeastern shore of Vancouver Island. Nearby forests offer a plentiful supply of wood for Catalyst's operations, while proximity to the ocean offers cheap transportation of supply and product. Labour was historically supplied by small neighbouring communities. Catalyst footed a large portion of the District's modest property tax levy, without demur.

**2** In recent decades, the picture has changed. Attracted by the beauty of the Cowichan coast and the benignity of its climate, new residents began flocking to the District. One after another, new subdivisions sprang up. As the population increased, so did the need for new roads, water lines, schools, hospitals and the usual array of municipal services that accompany urban growth.

**3** As more people came to the District, residential property values skyrocketed, while the value of Catalyst's property remained relatively stable. The District was concerned that taxing residential property at a rate that reflected its actual value relative to the value of other classes of property in the District would result in unacceptable tax increases to residents, hitting long-term fixed-income residents hard. Instead, the District responded to the demographic shift by keeping residential property taxes low and increasing the relative tax rate on Catalyst's property. The total assessed value of residential property in North Cowichan increased 271 percent between 1992 and 2007, when the mean assessed value of a home in the District reached about \$300,000. While residential properties account for almost 90 percent of the total value of property in the District, the taxes payable in respect thereof constitute only 40 percent of tax revenue. The tax rate for Class 1 (residential) property in 2009 was set at \$2.1430 per \$1,000.00, while the tax rate for Class 4 property (major industry), such as Catalyst's, was set at \$43.3499 per \$1,000.00. The ratio between residential property and major industrial property was thus 1:20.3 -- dramatically higher than the 1:3.4 ratio that until 1984 was prescribed by regulation for all municipalities in British Columbia. The rate currently is among the highest in the province.

**4** Catalyst, not surprisingly, was unhappy with this state of affairs. Not only is it required to foot a grossly disproportionate part of the District's property tax levy, it obtains little in exchange in terms of services. It has its own sewer and water systems, and its own deep-sea port. Exacerbating the situation is the fact that in recent years, Catalyst's operation has been losing money. Catalyst cannot pick up its operation and move elsewhere. Its choices are to stay and pay, or to close the mill.

**5** To avert this fate, Catalyst has been pressuring the District to lower its tax assessment since 2003. It has had modest success. The District has conducted studies into the problem. It accepts that existing Class 4 tax rates in North Cowichan are at undesirable levels. The work of the District's Tax Restructuring Committee, the reports of its financial officer, Mr. Frame, and the District's Financial Planning Bylaw, all recognized that existing Class 4 rates are significantly higher than they should be. As Mr. Frame put it, they "have gotten off track".

**6** Acknowledging the problem, the District has embarked on a gradual program to reduce the rates on Class 4 property, has shifted some special costs to residents (\$400,000 for a swimming pool), and in 2008

allocated a \$300,000 budget reduction to Class 4 alone. This resulted in the property taxes paid by Catalyst declining from 48 percent in 2007 to 44 percent in 2008, to the current 37 percent. However, for Catalyst, this gradual approach is too little. Having exhausted recourse to the District, its only alternative, it says, is to seek relief from the courts.

7 This raises the issues of when courts of law can review municipal taxation bylaws and what principles guide that review. Catalyst argues that courts can set aside municipal bylaws on the ground that they are unreasonable, having regard to objective factors such as consumption of municipal services. The District of North Cowichan, on the other hand, argues that the judicial power to overturn a municipal tax bylaw is very narrow; in its view, courts cannot overturn a bylaw simply because it places a disproportionate burden on a taxpayer.

8 The British Columbia Supreme Court ( 2009 BCSC 1420, 98 B.C.L.R. (4th) 355) and the Court of Appeal ( 2010 BCCA 199, 286 B.C.A.C. 149) upheld the impugned bylaw. Catalyst now appeals to this Court.

9 I conclude that the power of the courts to set aside municipal bylaws is a narrow one, and cannot be exercised simply because a bylaw imposes a greater share of the tax burden on some ratepayers than on others.

## I. Analysis

### A. *Judicial Review of Municipal Bylaws*

10 It is a fundamental principle of the rule of law that state power must be exercised in accordance with the law. The corollary of this constitutionally protected principle is that superior courts may be called upon to review whether particular exercises of state power fall outside the law. We call this function "judicial review".

11 Municipalities do not have direct powers under the Constitution. They possess only those powers that provincial legislatures delegate to them. This means that they must act within the legislative constraints the province has imposed on them. If they do not, their decisions or bylaws may be set aside on judicial review.

12 A municipality's decisions and bylaws, like all administrative acts, may be reviewed in two ways. First, the requirements of procedural fairness and legislative scheme governing a municipality may require that the municipality comply with certain procedural requirements, such as notice or voting requirements. If a municipality fails to abide by these procedures, a decision or bylaw may be invalid. But in addition to meeting these bare legal requirements, municipal acts may be set aside because they fall outside the scope of what the empowering legislative scheme contemplated. This substantive review is premised on the fundamental assumption derived from the rule of law that a legislature does not intend the power it delegates to be exercised unreasonably, or in some cases, incorrectly.

13 A court conducting substantive review of the exercise of delegated powers must first determine the appropriate standard of review. This depends on a number of factors, including the presence of a privative clause in the enabling statute, the nature of the body to which the power is delegated, and whether the question falls within the body's area of expertise. Two standards are available: reasonableness and correctness. See, generally, *Dunsmuir v. New Brunswick*, 2008 SCC 9, [2008] 1 S.C.R. 190, at para. 55. If the applicable standard of review is correctness, the reviewing court requires, as the label suggests, that the administrative body be correct. If the applicable standard of review is reasonableness, the reviewing

court requires that the decision be reasonable, having regard to the processes followed and whether the outcome falls within a reasonable range of alternatives in light of the legislative scheme and contextual factors relevant to the exercise of the power: *Dunsmuir*, at para. 47.

14 Against this general background, I come to the issue before us -- the substantive judicial review of municipal taxation bylaws. In *Thorne's Hardware Ltd. v. The Queen*, [1983] 1 S.C.R. 106, at p. 115, the Court, referring to delegated legislation, drew a distinction between policy and legality, with the former being unreviewable by the courts:

The Governor in Council quite obviously believed that he had reasonable grounds for passing Order in Council P.C. 1977-2115 extending the boundaries of Saint John Harbour and we cannot enquire into the validity of those beliefs in order to determine the validity of the Order in Council.

(See also pp. 111-13) However, this attempt to maintain a clear distinction between policy and legality has not prevailed. In passing delegated legislation, a municipality must make policy choices that fall reasonably within the scope of the authority the legislature has granted it. Indeed, the parties now agree that the tax bylaw at issue is not exempt from substantive review in this sense.

15 Unlike Parliament and provincial legislatures which possess inherent legislative power, regulatory bodies can exercise only those legislative powers that were delegated to them by the legislature. Their discretion is not unfettered. The rule of law insists on judicial review to ensure that delegated legislation complies with the rationale and purview of the statutory scheme under which it is adopted. The delegating legislator is presumed to intend that the authority be exercised in a reasonable manner. Numerous cases have accepted that courts can review the substance of bylaws to ensure the lawful exercise of the power conferred on municipal councils and other regulatory bodies: *Bell v. The Queen*, [1979] 2 S.C.R. 212; *O'Flanagan v. Rossland (City)*, 2009 BCCA 182, 270 B.C.A.C. 40; *Westcoast Energy Inc. v. Peace River (Regional District)* (1998), 54 B.C.L.R. (3d) 45 (C.A.); *Canadian National Railway Co. v. Fraser-Fort George (Regional District)* (1996), 26 B.C.L.R. (3d) 81 (C.A.); *Hlushak v. Fort McMurray (City)* (1982), 37 A.R. 149, *Ritholz v. Manitoba Optometric Society* (1959), 21 D.L.R. (2d) 542 (Man. C.A.).

16 This brings us to the standard of review to be applied. The parties agree that the reasonableness standard applies in this case. The question is whether the bylaw at issue is reasonable having regard to process and whether it falls within a range of possible reasonable outcomes: *Dunsmuir*, at para. 47.

17 Where the parties differ is on *what the standard of reasonableness requires in the context of this case*. This is the nub of the dispute before us. Catalyst argues that the issue is whether the tax bylaw falls within a range of reasonable outcomes, having regard to objective factors relating to consumption of municipal services, factors Catalyst has outlined in a study called the "Consumption of Services Model". The District of North Cowichan, on the other hand, argues that reasonableness, in the context of municipal taxation bylaws, must take into account not only matters directly related to the treatment of a particular taxpayer in terms of consumption, but a broad array of social, economic and demographic factors relating to the community as a whole. The critical question is what factors the court should consider in determining what lies within the range of possible reasonable outcomes. Is it the narrow group of objective consumption-related factors urged by Catalyst? Or is it a broader spectrum of social, economic and political factors, as urged by North Cowichan?

18 The answer lies in *Dunsmuir's* recognition that reasonableness must be assessed in the context of the particular type of decision making involved and all relevant factors. It is an essentially contextual inquiry: *Dunsmuir*, at para. 64. As stated in *Canada (Chinship) v. Khosa*, 2009 SCC 12, [2009]

1 S.C.R. 339, at para. 59, *per* Binnie J., "[r]easonableness is a single standard that takes its colour from the context." The fundamental question is the scope of decision-making power conferred on the decision-maker by the governing legislation. The scope of a body's decision-making power is determined by the type of case at hand. For this reason, it is useful to look at how courts have approached this type of decision in the past: *Dunsmuir*, at paras. 54 and 57. To put it in terms of this case, we should ask how courts reviewing municipal bylaws pre-*Dunsmuir* have proceeded. This approach does not contradict the fact that the ultimate question is whether the decision falls within a range of reasonable outcomes. It simply recognizes that reasonableness depends on the context.

19 The case law suggests that review of municipal bylaws must reflect the broad discretion provincial legislators have traditionally accorded to municipalities engaged in delegated legislation. Municipal councillors passing bylaws fulfill a task that affects their community as a whole and is legislative rather than adjudicative in nature. Bylaws are not quasi-judicial decisions. Rather, they involve an array of social, economic, political and other non-legal considerations. "Municipal governments are democratic institutions", *per* LeBel J. for the majority in *Pacific National Investments Ltd. v. Victoria (City)*, 2000 SCC 64, [2000] 2 S.C.R. 919, at para. 33. In this context, reasonableness means courts must respect the responsibility of elected representatives to serve the people who elected them and to whom they are ultimately accountable.

20 The decided cases support the view of the trial judge that, historically, courts have refused to overturn municipal bylaws unless they were found to be "aberrant", "overwhelming", or if "no reasonable body could have adopted them", para. 80, *per* Voith J. See *Kruse v. Johnson*, [1898] 2 Q.B. 91 (Div. Ct.); *Associated Provincial Picture Houses, Ltd. v. Wednesbury Corp.*, [1948] 1 K.B. 223 (C.A.); *Lehndorff United Properties (Canada) Ltd. v. Edmonton (City)* (1993), 146 A.R. 37, (Q.B.), *aff'd* (1994), 157 A.R. 169 (C.A.).

21 This deferential approach to judicial review of municipal bylaws has been in place for over a century. As Lord Russell C.J. stated in *Kruse v. Johnson*:

[C]ourts of justice ought to be slow to condemn as invalid any by-law, so made under such conditions, on the ground of supposed unreasonableness. Notwithstanding what Cockburn C.J. said in *Bailey v. Williamson*, an analogous case, I do not mean to say that there may not be cases in which it would be the duty of the Court to condemn by-laws, made under such authority as these were made, as invalid because unreasonable. But unreasonable in what sense? If, for instance, they were found to be partial and unequal in their operation as between different classes; if they were manifestly unjust; if they disclosed bad faith; if they involved such oppressive or gratuitous interference with the rights of those subject to them as could find no justification in the minds of reasonable men, the Court might well say, "Parliament never intended to give authority to make such rules; they are unreasonable and ultra vires." But it is in this sense, and in this sense only, as I conceive, that the question of unreasonableness can properly be regarded. A by-law is not unreasonable merely because particular judges may think that it goes further than is prudent or necessary or convenient, or because it is not accompanied by a qualification or an exception which some judges may think ought to be there. [Emphasis added; pp. 99-100.]

These are the general indicators of unreasonableness in the context of municipal bylaws. It must be remembered, though, that what is unreasonable will depend on the applicable legislative framework. For instance, Lord Russell C.J.'s reference to inequality in operation as between different classes is inapt in the context of many modern municipal statutes, which contain provisions that expressly allow for such

inequality. Subsection 197(3) of the *Community Charter*, which allows municipalities to set different tax rates for different property classes, is such a provision.

22 Catalyst argues that *Dunsmuir* has changed the law and that the traditional deferential approach to the review of municipal bylaws no longer holds. The bylaw, it argues, must be demonstrably reasonable, having regard to objective criteria relating to taxation. The reasonableness standard in *Dunsmuir*, it says, means that all municipal decisions, including bylaws, must meet the test of demonstrable rationality in terms of process and outcome. It follows, Catalyst argues, that a municipality cannot tax major industrial property owners at a substantially higher rate than residential property owners, in order to avoid hardship to long-term or fixed-income residents in a rising housing market. Rather, the municipality should confine itself to objective factors, such as those set forth in Catalyst's "Municipal Sustainability Model", in fixing the property tax rates of different classes of property owners.

23 This argument misreads *Dunsmuir*. As discussed above, *Dunsmuir* described reasonableness as a flexible deferential standard that varies with the context and the nature of the impugned administrative act. In doing so, *Dunsmuir* expressly stated that the approaches to review developed in particular contexts in previous cases continue to be relevant: *Dunsmuir*, at paras. 54 and 57. Here the context is the adoption of municipal bylaws. The cases dealing with review of such bylaws relied on by the trial judge and discussed above continue to be relevant and applicable. To put it succinctly, they point the way to what is reasonable in the particular context of bylaws passed by democratically elected municipal councils.

24 It is thus clear that courts reviewing bylaws for reasonableness must approach the task against the backdrop of the wide variety of factors that elected municipal councillors may legitimately consider in enacting bylaws. The applicable test is this: only if the bylaw is one no reasonable body informed by these factors could have taken will the bylaw be set aside. The fact that wide deference is owed to municipal councils does not mean that they have *carte blanche*.

25 Reasonableness limits municipal councils in the sense that the substance of their bylaws must conform to the rationale of the statutory regime set up by the legislature. The range of reasonable outcomes is thus circumscribed by the purview of the legislative scheme that empowers a municipality to pass a bylaw.

26 Here the relevant legislation is the *Community Charter*, S.B.C. 2003, c. 26. Section 197 gives municipalities a broad and virtually unfettered legislative discretion to establish property tax rates in respect of each of the property classes in the municipality, unless limited by regulation. The intended breadth of the legislative discretion under the current legislative scheme is highlighted by the fact that the government of British Columbia ceased to impose regulatory limits on the ratios between tax rates in 1985. Section 199(b) of the *Community Charter* allows the Lieutenant Governor in Council to make regulations on the relationships between Class 1 and Class 4 tax rates, and no regulation of this sort has been reintroduced since the repeal of the 1984 regulation, which prescribed a 1 to 3.4 ratio between residential and major industry tax rates: B.C. Reg. 63/84, adopted pursuant to s. 14.1(3)(b) of the *Municipal Finance Authority Act*, 1979, c. 292, the predecessor of s. 199(b) of the *Community Charter*. Special provisions of the *Community Charter* relating to parcel taxation, local area services, business improvement areas, or property value tax exemptions address particular concerns and do not detract from the broad power of British Columbia municipalities to vary rates between different classes of property.

27 Nor does the *Community Charter* support the contention that property value taxes ought to be limited by the level of service consumed. Section 197 authorizes the imposition of a tax, not a fee. The distinguishing feature between the two is that a tax need bear no relationship to the costs of the service being provided, while the opposite is true for a fee. The ratio of service consumption to the different

property classes will differ depending on the service. In light of this, a requirement that municipalities impose property value taxes having in mind the level of services consumed would prevent municipalities from ever exercising their authority under s. 197(3)(b).

28 Another set of limitations on municipalities passing bylaws flows from the need for reasonable processes. In determining whether a particular bylaw falls within the scope of the legislative scheme, factors such as failure to adhere to required processes and improper motives are relevant. Municipal councils must adhere to appropriate processes and cannot act for improper purposes. As Gonthier J. stated for the Court in *Immeubles Port Louis Ltée v. Lafontaine (Village)*, [1991] 1 S.C.R. 326, "[a] municipal act committed for unreasonable or reprehensible purposes, or purposes not covered by legislation, is void" (p. 349).

29 It is important to remember that requirements of process, like the range of reasonable outcomes, vary with the context and nature of the decision-making process at issue. Formal reasons may be required for decisions that involve quasi-judicial adjudication by a municipality. But that does not apply to the process of passing municipal bylaws. To demand that councillors who have just emerged from a heated debate on the merits of a bylaw get together to produce a coherent set of reasons is to misconceive the nature of the democratic process that prevails in the Council Chamber. The reasons for a municipal bylaw are traditionally deduced from the debate, deliberations and the statements of policy that give rise to the bylaw.

30 Nor, contrary to Catalyst's contention, is the municipality required to formally explain the basis of a bylaw. As discussed above, municipal councils have extensive latitude in what factors they may consider in passing a bylaw. They may consider objective factors directly relating to consumption of services. But they may also consider broader social, economic and political factors that are relevant to the electorate.

31 This is not to say that it is wrong for municipal councils to explain the rationale behind their bylaws. Typically, as in this case, modern municipal councils provide information in the form of long-term plans. Nor is it to say that municipalities performing decisional or adjudicative functions are exempt from giving reasons as discussed above.

#### *B. Application: Is the Bylaw Unreasonable?*

32 To summarize, the ultimate question is whether the taxation bylaw falls within a reasonable range of outcomes. This must be judged on the approach the courts have traditionally adopted in reviewing bylaws passed by municipal councils. Municipal councils passing bylaws are entitled to consider not merely the objective considerations bearing directly on the matter, but broader social, economic and political issues. In judging the reasonableness of a bylaw, it is appropriate to consider both process and the content of the bylaw.

33 I turn first to process. Catalyst does not allege that the voting procedures of the District were incorrect; nor does it allege bad faith. Its contention is rather that the District's process is flawed because it provided neither formal reasons for the bylaw, nor a rational basis (viewed in terms of Catalyst's "Consumption of Services Model") for its decision. This contention cannot succeed. As discussed above, municipal councils are not required to give formal reasons or lay out a rational basis for bylaws. In any event, as the trial judge found, the reasons for the bylaw at issue here were clear to everyone. The District's policy had been laid out in a five-year plan. Discussions and correspondence between the District and Catalyst left little doubt as to the reasons for the bylaw. The trial judge found that the District Council considered and

weighed all relevant factors in making its decision. If Catalyst has a complaint, it is not with the procedures followed, but with the substance of the bylaw.

34 This brings us to the content of the bylaw at issue. There can be no doubt that the impact of the bylaw on Catalyst is harsh. The ratio between major industrial rates and residential rates imposed is among the highest in British Columbia (only two municipalities exceed it) and far outside the pre-1985 norm. In Catalyst's present economic situation, the consequences are serious -- indeed, Catalyst suggests that the industrial rate threatens the continued operation of its mill in the District.

35 However, countervailing considerations exist -- considerations that the District Council was entitled to take into account. The Council was entitled to consider the impact on long-term fixed-income residents that a precipitous hike in residential property taxes might produce. The Council has decided to reject a dramatic increase and gradually work toward greater equalization of tax rates between Class 4 major industrial property owners and Class 1 residential property owners. Acknowledging that the rates from Class 4 are higher than they should be, the Council is working over a period of years toward the goal of more equitable sharing of the tax burden. Its approach complies with the *Community Charter*, which permits municipalities to apply different tax rates to different classes of property. Specifically, nothing in the *Community Charter* requires the District to apply anything like Catalyst's "Consumption of Services Model". Indeed, the compelling submission made by Mr. Manhas, Counsel for the Respondent, was that it would be "statutorily *ultra vires* for the [municipality] to impose property value taxes on the basis of consumption alone under section 197(3)(b)" (transcript, at p. 54). The bylaw favours residential property owners, to be sure. But it is not unreasonably partial to them.

36 Taking all these factors into account, the trial court, affirmed by the Court of Appeal, concluded that the bylaw fell within a reasonable range of outcomes. I agree. The adoption of the Tax Rates Bylaw 2009, Bylaw No. 3385 does not constitute a decision that no reasonable elected municipal council could have made.

37 I would dismiss the appeal with costs.

*Appeal dismissed with costs.*

\* \* \* \* \*

Corrigendum, released February 21, 2012

Please note the following changes in the English version of *Catalyst Paper Corp. v. North Cowichan(District)*, 2012 SCC 2, released January 20, 2012:

The 3rd sentence of para. 34 should read : "The ratio between major industrial rates and residential rates imposed is among the highest in British Columbia (only two municipalities exceed it) and far outside the pre-1985 norm."

Corrigendum, released January 27, 2012

Please note the following changes in the English version of *Catalyst Paper Corp. v. North Cowichan (District)*, 2012 SCC 2, released January 20, 2012:

The last sentence of para. 29 should read : "The reasons for a municipal bylaw are traditionally deduced from the debate, deliberation and the statements of policy that give rise to the bylaw."

**Solicitors:**

*Solicitors for the appellant: Blake, Cassels & Graydon, Vancouver.*

*Solicitors for the respondent: Young, Anderson, Vancouver.*

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# Dunsmuir v. New Brunswick, [2008] S.C.J. No. 9

Supreme Court of Canada Judgments

Supreme Court of Canada

Present: McLachlin C.J. and Bastarache, Binnie, LeBel, Deschamps, Fish, Abella, Charron and Rothstein JJ.

Heard: May 15, 2007;

Judgment: March 7, 2008.

File No.: 31459.

[2008] S.C.J. No. 9    [2008] A.C.S. no 9    2008 SCC 9    2008 CSC 9    [2008] 1 S.C.R. 190  
 [2008] 1 R.C.S. 190    329 N.B.R. (2d) 1    64 C.C.E.L. (3d) 1    164 A.C.W.S. (3d) 727    2008  
 CarswellNB 124    EYB 2008-130674    J.E. 2008-547    [2008] CLLC para. 220-020    170 L.A.C.  
 (4th) 1    372 N.R. 1    69 Imm. L.R. (3d) 1    291 D.L.R. (4th) 577    69 Admin. L.R. (4th) 1    95  
 L.C.R. 65    D.T.E. 2008T-223

David Dunsmuir, Appellant; v. Her Majesty the Queen in Right of the Province of New Brunswick as represented by Board of Management, Respondent.

(173 paras.)

## Appeal From:

ON APPEAL FROM THE COURT OF APPEAL FOR NEW BRUNSWICK

## Case Summary

**Administrative law — Judicial review and statutory appeal — Standard of review — Reasonableness — Appeal by former employee regarding his termination by respondent Province dismissed — An adjudicator ordered appellant's reinstatement, but the reinstatement order was subsequently quashed — While deference was to be given to the adjudicator's determination, it did not reach the standard of reasonableness — The employment relationship between the parties in this case was governed by private law and contract law — The decision to dismiss appellant was properly within respondent's powers and was taken pursuant to a contract of employment — In these circumstances, it was unnecessary to consider any public law duty of procedural fairness.**

**Administrative law — Natural justice — Duty of fairness — Procedural fairness — Appeal by former employee regarding his termination by respondent Province dismissed — An adjudicator ordered appellant's reinstatement, but the reinstatement order was subsequently quashed — While deference was to be given to the adjudicator's determination, it did not reach the standard of reasonableness — The employment relationship between the parties in this case was governed by private law and contract law — The decision to dismiss appellant was properly within respondent's powers and was taken pursuant to a contract of employment — In these circumstances, it was unnecessary to consider any public law duty of procedural fairness.**

CNCL - 313

(Special)

**Employment law — Discipline and termination of employment — Arbitration and mediation — Procedural fairness — Appeal by former employee regarding his termination by respondent Province dismissed — An adjudicator ordered appellant's reinstatement, but the reinstatement order was subsequently quashed — While deference was to be given to the adjudicator's determination, it did not reach the standard of reasonableness — The employment relationship between the parties in this case was governed by private law and contract law — The decision to dismiss appellant was properly within respondent's powers and was taken pursuant to a contract of employment — In these circumstances, it was unnecessary to consider any public law duty of procedural fairness.**

**Employment law — Contract of employment — Appeal by former employee regarding his termination by respondent Province dismissed — An adjudicator ordered appellant's reinstatement, but the reinstatement order was subsequently quashed — While deference was to be given to the adjudicator's determination, it did not reach the standard of reasonableness — The employment relationship between the parties in this case was governed by private law and contract law — The decision to dismiss appellant was properly within respondent's powers and was taken pursuant to a contract of employment — In these circumstances, it was unnecessary to consider any public law duty of procedural fairness.**

Appeal by a former employee with respect to his dismissal from his employment at the Department of Justice of the respondent Province of New Brunswick. During the course of his employment, the appellant was reprimanded on three separate occasions. He also received letters that included warnings that his failure to improve his work performance would result in further disciplinary action up to and including dismissal. The Regional Director and the Assistant Deputy Minister then came to the conclusion that the appellant was not right for the job, and a termination notice was sent to the appellant. Cause for termination was not alleged, and he was given four months' pay in lieu of notice. When the appellant's grievance was denied, he then referred the grievance to adjudication. During a preliminary ruling, the adjudicator found that he was authorized to assess the reasons underlying the respondent's decision to terminate pursuant to the Public Service Labour Relations Act. He then heard and decided the merits of the grievance, found that the appellant was dismissed without procedural fairness, and declared the termination void ab initio and ordered the appellant reinstated. On judicial review, the reviewing judge concluded that the correctness standard of review applied, that the adjudicator had exceeded his jurisdiction, and that his authority was limited to determining whether the notice period was reasonable. The reviewing judge quashed the reinstatement order. In dismissing the former employee's appeal, the Court of Appeal held that the proper standard with respect to the interpretation of the adjudicator's authority under the Act was reasonableness simpliciter. On the issue of procedural fairness, it found that the appellant exercised his right to grieve, and thus a finding that the duty of fairness had been breached was without legal foundation.

HELD: Appeal dismissed.

There were two standards of review: correctness and reasonableness. With respect to the theoretical differences between the standards of patent unreasonableness and reasonableness simpliciter, a review of the cases revealed that any actual difference between them in terms of their operation was illusory. In this case, the standard of reasonableness applied, such that the decision maker should be given deference. Factors taken into consideration in favouring the reasonableness standard included: the Act contained a full privative clause, there existed a regime in which the decision maker had special expertise, and the nature of the legal question at issue was not one of central importance to the legal system or outside the specialized expertise of the adjudicator. However, while deference was to be given to the determination of the adjudicator, considering the decision in the preliminary ruling as a whole, it did not reach the standard of reasonableness. The adjudicator's reasoning process relied on a construction of the Act that fell outside the range of admissible statutory interpretations. The employment relationship between the parties in this case was governed by private law. Where a public employee was

# Roncarelli v. Duplessis, [1959] S.C.R. 121

Supreme Court Reports

Supreme Court of Canada

Present: Kerwin C.J. and Taschereau, Rand, Locke, Cartwright, Fauteux, Abbott, Martland and Judson JJ.

1958: June 2, 3, 4, 5, 6 / 1959: January 27.

[1959] S.C.R. 121 [1959] R.C.S. 121

Frank Roncarelli (plaintiff), appellant; and The Honourable Maurice Duplessis (defendant), respondent.

ON APPEAL FROM THE COURT OF QUEEN'S BENCH, APPEAL SIDE, PROVINCE OF QUEBEC

## Case Summary

**Crown — Officers of the Crown — Powers and responsibilities — Prime Minister and Attorney-General — Quebec Liquor Commission — Cancellation of licence to sell liquor — Whether made at instigation of Prime Minister and Attorney-General — The Alcoholic Liquor Act, R.S.Q. 1941, c. 255 — The Attorney-General's Department Act, R.S.Q. 1941, c. 46 — The Executive Power Act, R.S.Q. 1941, c. 7.**

**Licences — Cancellation — Motives of cancellation — Done on instigation of Prime Minister and Attorney-General — Whether liability in damages — Whether notice under art. 88 of the Code of Civil Procedure required.**

The plaintiff, the proprietor of a restaurant in Montreal and the holder of a licence to sell intoxicating liquor, sued the defendant personally for damages arising out of the cancellation of his licence by the Quebec Liquor Commission. He alleged that the licence had been arbitrarily cancelled at the instigation of the defendant who, without legal powers in the matter, had given orders to the Commission to cancel it before its expiration. This was done, it was alleged, to punish the plaintiff, a member of the Witnesses of Jehovah, because he had acted as bailman for a large number of members of his sect charged with the violation of municipal by-laws in connection with the distribution of literature. The trial judge gave judgment for the plaintiff for part of the damages claimed. The defendant appealed and the plaintiff, seeking an increase in the amount of damages, cross-appealed. The Court of Appeal dismissed the action and the cross-appeal.

Held (Taschereau, Cartwright and Fauteux JJ. dissenting): The action should be maintained and the amount awarded at trial should be increased by \$25,000. By wrongfully and without legal justification causing the cancellation of the permit, the defendant became liable for damages under art. 1053 of the Civil Code.

Per Kerwin C.J.: The trial judge correctly decided that the defendant ordered the Commission to cancel the licence, and no satisfactory reason has been advanced for the Court of Appeal setting aside that finding of fact.

Per Kerwin C.J. and Locke and Martland JJ.: There was ample evidence to sustain the finding of the trial judge that the cancellation of the permit was the result of an order given by the defendant to the manager of the Commission. There was, therefore, a relationship of cause and effect between the defendant's acts and the cancellation of the permit.

The defendant was not acting in the exercise of any of his official powers. There was no authority in the Attorney-General's Department Act, the Executive Power Act, or the Alcoholic Liquor Act enabling the defendant to direct the cancellation of a permit under the Alcoholic Liquor Act. The intent and purpose of that Act placed complete control over the liquor traffic in

the hands of an independent commission.

Cancellation of a permit by the Commission, at the request or upon the direction of a third party, as was done in this case, was not a proper and valid exercise of the powers conferred upon the Commission by s. 35 of the Act.

The defendant was not entitled to the protection provided by art. 88 of the Code of Civil Procedure since what he did was not "done by him in the exercise of his functions". To interfere with the administration of the Commission by causing the cancellation of a liquor permit was entirely outside his legal functions. It involved the exercise of powers which in law he did not possess at all. His position was not altered by the fact that he thought it was his right and duty to act as he did.

Per Rand J.: To deny or revoke a permit because a citizen exercises an unchallengeable right totally irrelevant to the sale of liquor in a restaurant is beyond the scope of the discretion conferred upon the Commission by the Alcoholic Liquor Act. What was done here was not competent to the Commission and a fortiori to the government or the defendant. The act of the defendant, through the instrumentality of the Commission, brought about a breach of an implied public statutory duty toward the plaintiff. There was no immunity in the defendant from an action for damages. He was under no duty in relation to the plaintiff and his act was an intrusion upon the functions of a statutory body. His liability was, therefore, engaged. There can be no question of good faith when an act is done with an improper intent and for a purpose alien to the very statute under which the act is purported to be done. There was no need for giving a notice of action as required by art. 88 of the Code of Civil Procedure, as the act done by the defendant was quite beyond the scope of any function or duty committed to him so far so that it was one done exclusively in a private capacity however much, in fact, the influence of public office and power may have carried over into it.

Per Abbott J.: The cancellation of the licence was made solely because of the plaintiff's association with the Witnesses of Jehovah and with the object and purpose of preventing him from continuing to furnish bail for members of that sect. This cancellation was made with the express authorization and upon the order of the defendant. In purporting to authorize and instruct the Commission to cancel the licence the defendant was acting, as he was bound to know, without any legal authority whatsoever. A public officer is responsible for acts done by him without legal justification. The defendant was not entitled to avail himself of the exceptional provision of art. 88 of the Code of Civil Procedure since the act complained of was not "done by him in the exercise of his functions" but was an act done when he had gone outside his functions to perform it. Before a public officer can be held to be acting "in the exercise of his functions" within the meaning of art. 88, it must be established that at the time he performed the act complained of such public officer had reasonable ground for believing that such act was within his legal authority to perform.

Per Taschereau J., dissenting: The action cannot succeed because the plaintiff did not give the notice required by art. 88 of the Code of Civil Procedure to the defendant who was a public officer performing his functions. The failure to fulfil this condition precedent was a total bar to the claim. That failure may be raised by exception to the form or in the written plea to the action, and the words "no judgment may be rendered" indicate that the Court may raise the point *proprio motu*. Even if what was said by the defendant affected the decision taken by the Commission, the defendant remained, nevertheless, a public officer acting in the performance of his duties. He was surely a public officer, and it is clear that he did not act in his personal quality. It was as legal adviser of the Commission and also as a public officer entrusted with the task of preventing disorders and as protector of the peace in the province, that he was consulted. It was the Attorney-General, acting in the performance of his functions, who was required to give his directives to a governmental branch. It is a fallacious principle to hold that an error, committed by a public officer in doing an act connected with the object of his functions, strips that act of its official character and that its author must then be considered as having acted outside the scope of his duties.

Per Cartwright J., dissenting: The loss suffered by the plaintiff was *damnum sine injuria*. Whether the defendant directed or merely approved the cancellation of the licence, he cannot be answerable in damages since the act of the Commission in cancelling the licence was not an actionable wrong. The Courts below have found, on ample evidence, that the defendant and the manager of the Commission acted throughout in the honest belief that they were fulfilling their duty to the province. On the true construction of the Alcoholic Liquor Act, the Legislature, except in certain specified circumstances which are not present in the case at bar, has not laid down any rules as to the grounds on which the Commission may decide to cancel a permit; that decision is committed to the unfettered discretion of the Commission and its function in making the decision is administrative and not judicial or quasi-judicial. Consequently, the Commission was not bound to give the plaintiff an opportunity to be heard and the Court cannot be called upon to determine whether there existed sufficient grounds for its decision. Even if the function of the Commission was quasi-judicial and its order should be set aside for failure to hear the plaintiff, it is doubtful whether any action for damages would lie.

Per Fauteux J., dissenting: The right to exercise the discretion with respect to the cancellation of the permit, which under the Alcoholic Liquor Act was exclusively that of the Commission, was abdicated by it in favour of the defendant when he made the decision executed by the Commission. The cancellation being illegal, imputable to the defendant, and damageable for the plaintiff, the latter was entitled to succeed on an action under art. 1053 of the Civil Code.

As the notice required by art. 88 of the Code of Civil Procedure was not given, the action, however, could not be maintained. The failure to give notice, when it should be given, imports nullity and limits the very jurisdiction of the Court. In the present case, the defendant was entitled to the notice since the illegality reproached was committed "in the exercise of his functions". The meaning of this expression in art. 88 was not subject to the limitations attending expressions more or less identical appearing in art. 1054 of the Civil Code. The latter article deals with responsibility whereas art. 88 deals with procedure. Article 88 has its source in s. 8 of An Act for the Protection of Justices of the Peace, Cons. Stat. L.C., c. 101, which provided that the officer "shall be entitled" to the protection of the statute although "he has exceeded his powers or jurisdiction, and has acted clearly contrary to law". That section peremptorily establishes that, in pari materia, a public officer was not considered as having ceased to act within the exercise of his functions by the sole fact that the act committed by him might constitute an abuse of power or excess of jurisdiction, or even a violation of the law. An illegality is assumed under art. 88. The jurisprudence of the province, which has been settled for many years, is to the effect that the incidence of good or bad faith has no bearing on the right to the notice.

The illegality committed by the defendant did not amount to an offence known under the penal law or a delict under art. 1053 of the Civil Code. He did not use his functions to commit this illegality. He did not commit it on the occasion of his functions, but committed it because of his functions. His good faith has not been doubted, and on this fact there was a concurrent finding in the Courts below.

APPEALS from two judgments of the Court of Queen's Bench, Appeal Side, Province of Quebec [[1956] Que. Q.B. 447], reversing a judgment of Mackinnon J. Appeals allowed, Taschereau, Cartwright and Fauteux JJ. dissenting.

F. R. Scott and A.L. Stein, for the plaintiff, appellant. L.E. Beaulieu, Q.C., and L. Tremblay, Q.C., for the defendant, respondent.

Attorneys for the plaintiff, appellant: A.L. Stein and F.R. Scott, Montreal. Attorneys for the defendant, respondent: L.E. Beaulieu and Edouard Asselin, Montreal.

## THE CHIEF JUSTICE

No satisfactory reason has been advanced for the Court of Queen's Bench (Appeal Side) [ [1956] Que. Q.B. 447] setting aside the finding of fact by the trial judge that the respondent ordered the Quebec Liquor Commission to cancel the appellant's licence. A reading of the testimony of the respondent and of the person constituting the commission at the relevant time satisfies me that the trial judge correctly decided the point. As to the other questions, I agree with Mr. Justice Martland.

The appeals should be allowed with costs here and below and judgment directed to be entered for the appellant against the respondent in the sum of \$33,123.53 with interest from the date of the judgement of the Superior Court, together with the costs of the action.

## **TASCHEREAU J. (dissenting)**

TASCHEREAU J. (dissenting):-- L'intimé est Premier Ministre et Procureur Général de la province de Québec, et il occupait ces hautes fonctions dans le temps où les faits qui ont donné naissance à ce litige se sont passés.

L'appelant, un restaurateur de la Cité de Montréal, et porteur d'un permis de la Commission des Liqueurs pour la vente des spiritueux, lui a réclamé personnellement devant la Cour supérieure la somme de \$118,741 en dommages. Il a allégué dans son action qu'il est licencié depuis de nombreuses années, qu'il a toujours respecté les lois de la Province se rapportant à la vente des liqueurs alcooliques, que son restaurant avait une excellente réputation, et jouissait de la faveur d'une clientèle nombreuse et recherchée.

Il a allégué en outre qu'il faisait et fait encore partie de la secte religieuse des "Témoins de Jéhovah", et que parce qu'il se serait rendu caution pour quelque 390 de ses coreligionnaires, traduits devant les tribunaux correctionnels de Montréal et accusés de distribution de littérature, sans permis, l'intimé serait illégalement intervenu auprès du gérant de la Commission pour lui faire perdre son permis, qui d'ailleurs lui a été enlevé le 4 décembre 1946. Ce serait comme résultat de l'intervention injustifiée de l'intimé que l'appelant aurait été privé de son permis, et aurait ainsi souffert les dommages considérables qu'il réclame.

La Cour supérieure a maintenu l'action jusqu'à concurrence de \$8,123.53, et la Cour du banc de la reine [[1956] Que. Q.B. 447.], M. le Juge Rinfret étant dissident, aurait pour divers motifs maintenu l'appel et rejeté l'action.

L'intimé a soulevé plusieurs moyens à l'encontre de cette réclamation, mais je n'en examinerai qu'un seul, car je crois qu'il est suffisant pour disposer du présent appel. Le Code de procédure civile de la province de Québec contient la disposition suivante:

Art. 88 C.P. -- Nul officier public ou personne remplissant des fonctions ou devoirs publics ne peut être poursuivi pour dommages à raison d'un acte par lui fait dans l'exercice de ses fonctions, et nul verdict ou jugement ne peut être rendu contre lui à moins qu'avis de cette poursuite ne lui ait été donné au moins un mois avant l'émission de l'assignation.

Cet avis doit être par écrit; il doit exposer les causes de l'action, contenir l'indication des noms et de l'étude du procureur du demandeur ou de son agent et être signifié au défendeur personnellement ou à son domicile.

Le défaut de donner cet avis peut être invoqué par le défendeur, soit au moyen d'une exception à la forme ou soit par plaidoyer au fond. Charland v. Kay [ (1933), 54 Que. K.B. 377.]; Corporation de la Paroisse de St-David v. Paquet [(1937), 62 Que. K.B. 140.]; Houde v. Benoit [ [1943] Que. K.B. 713].

Les termes mêmes employés par le législateur dans l'art. 88 C.P.C., "nul jugement ne peut être rendu" contre le défendeur, indiquent aussi que la Cour a le devoir de soulever d'office ce moyen, si le défendeur omet ou néglige de le faire par exception à la forme, ou dans son plaidoyer écrit. La signification de cet avis à un officier public, remplissant des devoirs publics, est une condition préalable, essentielle à la réussite d'une procédure judiciaire. S'il n'est pas donné, les tribunaux ne peuvent prononcer aucune condamnation en dommages. Or, dans le cas présent, il est admis qu'aucun avis n'a été donné.

Mais, c'est la prétention de l'appelant que l'intimé ne peut se prévaloir de ce moyen qui est une fin de non recevoir, car, les conseils ou avis qu'il aurait donnés et qui auraient été la cause déterminante de la perte de son permis, ne l'ont pas été en raison d'un acte posé par lui dans l'exercice de ses fonctions.

La preuve révèle que l'appelant était bien licencié de la Commission des Liqueurs depuis de nombreuses années, que la tenue de son restaurant était irréprochable, et que dans le cours du mois de décembre de l'année 1946, alors qu'il était toujours porteur de son permis, celui-ci lui a été enlevé parce

qu'il se rendait caution pour plusieurs centaines de ses coreligionnaires, distributeurs de littérature que l'on croyait séditeuse.

C'était avant le jugement de cette Cour dans la cause de Boucher v. Le Roi [[1951] S.C.R. 265, 2 D.L.R. 369, 11 C.R. 85, 99 C.C.C. 1.], alors que la conviction était profondément ancrée parmi la population, que les "Témoins de Jéhovah" étaient des perturbateurs de la paix publique, des sources constantes de trouble et de désordre dans la Province. On jugeait leur mouvement dangereux, susceptible de soulever une partie de la population contre l'autre, et de provoquer de sérieuses agitations. On parlait même de conspiration séditeuse, et ce n'est sûrement pas sans cause raisonnable, car cette opinion fut plus tard unanimement confirmée par cinq juges de la Cour du Banc de la Reine dans l'affaire Boucher v. Le Roi [[1949] Que. K.B. 238.], et également par quatre juges dissidents devant cette Cour (Boucher v. Le Roi cité supra).

M. Archambault, alors gérant général de la Commission des Liqueurs, soupçonnait fortement que le "Frank Roncarelli" qui par ses cautionnements aidait financièrement ce mouvement qu'il croyait subversif, était détenteur d'un permis de restaurateur pour la vente de liqueurs alcooliques. Il pensait évidemment qu'il ne convenait pas que les bénéfices que Roncarelli retirait de son permis de la Commission, soient utilisés à servir la cause d'agitateurs religieux, dont les enseignements et les méthodes venaient en conflit avec les croyances populaires. Il en informa l'intimé, procureur général, qui en cette qualité est l'aviseur légal officiel de la province pour toutes les affaires juridiques.

Au cours d'une première conversation téléphonique, M. Archambault suggéra à l'intimé que le permis de Roncarelli lui soit enlevé, ce que d'ailleurs il avait personnellement le droit de faire, en vertu de l'art. 35 de la Loi des Liqueurs, qui est ainsi rédigé:

35. -- La Commission peut à sa discrétion annuler un permis en tout temps.

Or, comme l'exécutif de la Commission des Liqueurs ne se compose que d'un gérant général qui était M. Archambault, cette discrétion reposait entièrement sur lui.

L'intimé lui suggéra la prudence, et lui proposa de s'enquérir avec certitude si le Roncarelli, détenteur de permis, était bien le même Roncarelli qui prodiguait ses cautionnements d'une façon si généreuse. Après enquête, l'affirmative ayant été établie, M. Archambault communiqua de nouveau avec l'intimé, et voici ce que nous dit M. Archambault dans son témoignage au sujet de ces conversations:

- Q. Maintenant, ce jour-là où vous avez reçu une lettre, le 30 novembre 1946, avez-vous décidé, ce jour-là, d'enlever la licence?
- R. Certainement, ce jour-là, j'avais appelé le Premier Ministre, en l'occurrence le procureur général, lui faisant part des constatations, c'est-à-dire des renseignements que je possédais, et de mon intention d'annuler le privilège, et le Premier Ministre m'a répondu de prendre mes précautions, de bien vérifier s'il s'agissait bien de la même personne, qu'il pouvait y avoir plusieurs Roncarelli, et coetera. Alors, quand j'ai eu la confirmation de Y3 à l'effet que c'était la même personne, j'ai appelé le Premier Ministre pour l'assurer qu'il s'agissait bien de Frank Roncarelli, détenteur d'un permis de la Commission des Liqueurs; et, là, le Premier Ministre m'a autorisé, il m'a donné son consentement, son approbation, sa permission, et son ordre de procéder.

Voici maintenant la version de l'intimé:

Probablement, à la suite du rapport que l'indicateur Y-3 a fait, le rapport qui est produit, M. le Juge Archambault m'a téléphoné et m'a dit: 'On est sûr, c'est cette personne-là.' Et comme dans l'intervalle j'avais étudié le problème des statuts depuis l'institution de la Commission des Liqueurs et tous les amendements qui avaient eu lieu, et j'avais consulté, j'en suis arrivé à la

conclusion qu'en mon âme et conscience, mon impérieux devoir c'était d'approuver la suggestion très au point du Juge et d'autoriser la cancellation d'un privilège que cet homme-là ne méritait pas, à mon sens, et dont il n'était pas digne.

Et:

Après avoir mûrement délibéré et conscient et sûr de faire mon devoir, j'ai dit à M. Archambault que j'approuvais sa suggestion d'annuler le permis, d'annuler le privilège.

Et, plus loin:

... j'ai dit au Juge Archambault que j'étais de son opinion, que je ne croyais pas que Roncarelli fût digne d'obtenir des privilèges de la province après son attitude que j'ai mentionnée tout à l'heure.

... et lorsque le Juge Archambault m'a dit, après vérification, que c'était la même personne, j'ai dit: 'Vous avez raison, ôtez le permis, ôtez le privilège'.

Quand on demande à l'intimé s'il a donné un ordre à M. Archambault, voici ce qu'il dit:

Non, je n'ai pas donné un ordre à M. Archambault, je viens de conter ce qui s'est passé.

Que le permis ait été enlevé à Roncarelli comme conséquence de la seule décision de M. Archambault, ce qu'il avait le droit de faire à sa discrétion, ou que cette discrétion ait été influencée par les paroles de l'intimé, n'a pas je crois d'effet décisif dans la détermination de la présente cause. Je demeure convaincu que même si les paroles de l'intimé ont pu avoir quelque influence sur la décision qui a été prise, ce dernier demeurerait quand même un officier public, agissant dans l'exercice de ses fonctions, et qu'il était essentiel de lui donner l'avis requis par l'art. 88 C.P.C. L'absence de cet avis interdit aux tribunaux de prononcer aucune condamnation.

L'intimé est sûrement un officier public, et il me semble clair qu'il n'a pas agi en sa qualité personnelle. C'est bien comme aviseur légal de la Commission des Liqueurs, et aussi comme officier public chargé de la prévention des troubles, et gardien de la paix dans la province, qu'il a été consulté. C'est le Procureur Général, agissant dans l'exercice de ses fonctions, qui a été requis de donner ses directives à une branche gouvernementale dont il est l'aviseur. Vide: Loi concernant le Département du Procureur Général, R.S.Q. 1941, c. 46, art. 3, Loi des liqueurs alcooliques, S.R.Q. 1941, c. 255, art 138.

Certains, à tort ou à raison, peuvent croire que l'intimé se soit trompé, en pensant qu'il devait, pour le maintien de la paix publique et la suppression de troubles existants, et qui menaçaient de se propager davantage, conseiller l'enlèvement du permis de l'appelant. Pour ma part, je ne puis admettre le fallacieux principe qu'une erreur commise par un officier public, en posant un acte qui se rattache cependant à l'objet de son mandat, enlève à cet acte son caractère officiel, et que l'auteur de ce même acte fautif cesse alors d'agir dans l'exécution de ses fonctions.

Parce que l'appelant ne s'est pas conformé aux exigences de l'art. 88 C.P.C., en ne donnant pas l'avis requis à l'intimé qui est un officier public, agissant dans l'exercice de ses fonctions, je crois que l'action ne peut réussir. Le défaut de remplir cette condition préalable, constitue une fin de non recevoir, qui me dispense d'examiner les autres aspects de cette cause.

Je crois donc que l'appel principal, de même que l'appel logé pour faire augmenter le montant accordé par le juge de première instance, doivent être rejetés avec dépens de toutes les Cours.

The judgement of Rand and Judson JJ. was delivered by

**RAND J.**

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(Special)**



RAND J.:-- The material facts from which my conclusion is drawn are these. The appellant was the proprietor of a restaurant in a busy section of Montreal which in 1946 through its transmission to him from his father had been continuously licensed for the sale of liquor for approximately 34 years; he is of good education and repute and the restaurant was of a superior class. On December 4 of that year, while his application for annual renewal was before the Liquor Commission, the existing license was cancelled and his application for renewal rejected, to which was added a declaration by the respondent that no future license would ever issue to him. These primary facts took place in the following circumstances.

For some years the appellant had been an adherent of a rather militant Christian religious sect known as the Witnesses of Jehovah. Their ideology condemns the established church institutions and stresses the absolute and exclusive personal relation of the individual to the Deity without human intermediation or intervention.

The first impact of their proselytizing zeal upon the Roman Catholic church and community in Quebec, as might be expected, produced a violent reaction. Meetings were forcibly broken up, property damaged, individuals ordered out of communities, in one case out of the province, and generally, within the cities and towns, bitter controversy aroused. The work of the Witnesses was carried on both by word of mouth and by the distribution of printed matter, the latter including two periodicals known as "The Watch Tower" and "Awake", sold at a small price.

In 1945 the provincial authorities began to take steps to bring an end to what was considered insulting and offensive to the religious beliefs and feelings of the Roman Catholic population. Large scale arrests were made of young men and women, by whom the publications mentioned were being held out for sale, under local by-laws requiring a licence for peddling any kind of wares. Altogether almost one thousand of such charges were laid. The penalty involved in Montreal, where most of the arrests took place, was a fine of \$40, and as the Witnesses disputed liability, bail was in all cases resorted to.

The appellant, being a person of some means, was accepted by the Recorder's Court as bail without question, and up to November 12, 1946, he had gone security in about 380 cases, some of the accused being involved in repeated offences. Up to this time there had been no suggestion of impropriety; the security of the appellant was taken as so satisfactory that at times, to avoid delay when he was absent from the city, recognizances were signed by him in blank and kept ready for completion by the Court officials. The reason for the accumulation of charges was the doubt that they could be sustained in law. Apparently the legal officers of Montreal, acting in concert with those of the Province, had come to an agreement with the attorney for the Witnesses to have a test case proceeded with. Pending that, however, there was no stoppage of the sale of the tracts and this became the annoying circumstance that produced the volume of proceedings.

On or about November 12 it was decided to require bail in cash for Witnesses so arrested and the sum set ranged from \$100 to \$300. No such bail was furnished by the appellant; his connection with giving security ended with this change of practice; and in the result, all of the charges in relation to which he had become surety were dismissed.

At no time did he take any part in the distribution of the tracts: he was an adherent of the group but nothing more. It was shown that he had leased to another member premises in Sherbrooke which were used as a hall for carrying on religious meetings: but it is unnecessary to do more than mention that fact to reject it as having no bearing on the issues raised. Beyond the giving of bail and being an adherent, the appellant is free from any relation that could be tortured into a badge of character pertinent to his fitness or unfitness to hold a liquor licence.

The mounting resistance that stopped the surety bail sought other means of crushing the propagandist invasion and among the circumstances looked into was the situation of the appellant. Admittedly an adherent, he was enabling these protagonists to carry on their campaign of publishing what

they believed to be the Christian truth as revealed by the Bible; he was also the holder of a liquor licence, a "privilege" granted by the Province, the profits from which, as it was seen by the authorities, he was using to promote the disturbance of settled beliefs and arouse community disaffection generally. Following discussions between the then Mr. Archambault, as the personality of the Liquor Commission, and the chief prosecuting officer in Montreal, the former, on or about November 21, telephoned to the respondent, advised him of those facts, and queried what should be done. Mr. Duplessis answered that the matter was serious and that the identity of the person furnishing bail and the liquor licensee should be put beyond doubt. A few days later, that identity being established through a private investigator, Mr. Archambault again communicated with the respondent and, as a result of what passed between them, the licence, as of December 4, 1946, was revoked.

In the meantime, about November 25, 1946, a blasting answer had come from the Witnesses. In an issue of one of the periodicals, under the heading "Quebec's Burning Hate", was a searing denunciation of what was alleged to be the savage persecution of Christian believers. Immediately instructions were sent out from the department of the Attorney-General ordering the confiscation of the issue and proceedings and were taken against one Boucher charging him with publication of a seditious libel.

It is then wholly as a private citizen, an adherent of a religious group, holding a liquor licence and furnishing bail to arrested persons for no other purpose than to enable them to be released from detention pending the determination of the charges against them, and with no other relevant considerations to be taken into account, that he is involved in the issues of this controversy.

The complementary state of things is equally free from doubt. From the evidence of Mr. Duplessis and Mr. Archambault alone, it appears that the action taken by the latter as the general manager and sole member of the Commission was dictated by Mr. Duplessis as Attorney-General and Prime Minister of the province; that that step was taken as a means of bringing to a halt the activities of the Witnesses, to punish the appellant for the part he had played not only by revoking the existing licence but in declaring him barred from one "forever", and to warn others that they similarly would be stripped of provincial "privileges" if they persisted in any activity directly or indirectly related to the Witnesses and to the objectionable campaign. The respondent felt that action to be his duty, something which his conscience demanded of him; and as representing the provincial government his decision became automatically that of Mr. Archambault and the Commission. The following excerpts of evidence make this clear:

M. DUPLESSIS:

R.... Au mois de novembre 1946, M. Edouard Archambault, qui était alors le gérant général de la Commission des Liqueurs m'a appelé à Québec, téléphone longue distance de Montréal, et il m'a dit que Roncarelli qui multipliait les cautionnements à la Cour du Recorder d'une façon désordonnée, contribuant à paralyser les activités de la Police et à congestionner les tribunaux, que ce nommé Roncarelli détenait un privilège de la Commission des Liqueurs de Québec. De fait, Votre Seigneurie, un permis est un privilège, ce n'est pas un droit. L'article 35 de la Loi des Liqueurs alcooliques, paragraphe 1, a été édicté en 1921 par le statut II, Geo. V, chap. 24, qui déclare ceci:

"La Commission peut, à sa discrétion annuler le permis en tout temps."

\* \* \*

"Je vais m'en informer et je vous le dirai." J'ai dit au Juge: "Dans l'intervalle, je vais examiner la question avec des officiers légaux, je vais y penser, je vais réfléchir et je vais voir ce que devrai faire." Quelques jours après, et pendant cet intervalle j'ai étudié le problème, j'ai étudié des dossiers, comme Procureur Général et comme Premier Ministre, quelques jours après le Juge

**(Special)**

Archambault, M. Edouard Archambault, m'a téléphoné pour me dire qu'il était certain que le Roncarelli en question, qui paralysait les activités de la Cour du Recorder qui accaparait dans une large mesure les services de la force constabulaire de Montréal, dont les journaux disaient avec raison qu'elle n'avait pas le nombre suffisant de policiers, était bien la personne qui détenait un permis. Je lui ai dit: "Dans ces circonstances, je considère que c'est mon devoir, comme Procureur Général et comme Premier Ministre, en conscience, dans l'exercice de mes fonctions officielles et pour remplir le mandat que le peuple m'avait confié et qu'il m'a renouvelé avec une immense majorité en 1948, après la cancellation du permis et après la poursuite intentée contre moi, j'ai cru que c'était mon devoir, en conscience, de dire au Juge que ce permis-là, le Gouvernement de Québec ne pouvait pas accorder un privilège à un individu comme Roncarelli qui tenait l'attitude qu'il tenait".

\* \* \*

J'ai dit: "Il y a peut-être de pauvres personnes, de bonne foi, plus riches d'idéal que d'esprit, de jugement, ces personnes-là sont probablement à la merci de quelques-uns qui les exploitent, je vais donner une entrevue pour attirer l'attention de tout le monde sur l'article 69 du Code Criminel, qui déclare que les complices sont responsables au même titre que la personne qui a commis l'offense."

\* \* \*

D. Vous n'avez pas reçu d'autres documents, c'est seulement les communications téléphoniques de M. le Juge Archambault?

R. Oui, certainement, un message du Juge Archambault, un autre téléphone au Juge Archambault, des examens de la situation, on en a même parlé au Conseil des Ministres, j'ai discuté le cas, j'ai consulté des officiers en loi et en mon âme et conscience j'ai fait mon devoir comme Procureur Général, j'ai fait la seule chose qui s'imposait, si c'était à recommencer je ferais pareil.

D. Monsieur le Premier Ministre, le 8 février 1947, dans le journal La Presse, paraissait un article intitulé: "Roncarelli subit un second refus". Le sous-titre de cet article se lit comme suit: "L'honorable M. Duplessis refuse au restaurateur, protecteur des Témoins de Jéhovah, la permission de poursuivre la Commission des Liqueurs." Vous trouverez, monsieur le Premier Ministre, presque à la fin de ce rapport, les mots suivants:

"C'est moi-même, à titre de Procureur Général, et de responsable de l'ordre dans cette province, qui ai donné l'ordre à la Commission des Liqueurs d'annuler son permis référant à Roncarelli."

Je vous demande, monsieur le Premier Ministre, si c'est un rapport exact de vos paroles à cette conférence de presse?

R. Ce que j'ai dit lors de la conférence de presse, c'est ce que je viens de déclarer. Je ne connaissais pas Roncarelli, je ne savais pas que Roncarelli avait un permis,... lorsqu'il a attiré mon attention sur la situation absolument anormale d'un homme bénéficiant d'un privilège de la province, et multipliant les actes de nature à paralyser les tribunaux de la province et la police municipale de Montréal, c'est là que j'ai approuvé sa suggestion et que j'ai dit, comme Procureur général...

C'est une autre question que l'on vous pose, Monsieur le Premier Ministre. Voulez-vous relire la question. (La demande précédente est alors relue.)

R. Ce que j'ai dit à la presse, c'est ce que je viens de dire tout à l'heure. L'article tel que produit n'est pas conforme textuellement à ce que j'ai dit. Ce que j'ai dit, ce que je répète, c'est que le Juge Archambault, gérant de la Commission des Liqueurs m'a mis au fait d'une situation que j'ignorais et comme Procureur Général, pour accomplir mon devoir, j'ai dit au Juge Archambault que j'étais de son opinion, que je ne croyais pas que Roncarelli fut digne d'obtenir des privilèges de la province après son attitude que j'ai mentionnée tout à l'heure.

\* \* \*

D. Les mots que je viens de vous lire tout à l'heure, c'est censé être textuellement les mots que vous avez donnés, parce que c'est précédé d'une indication d'un rapport textuel:

"Nous n'avons fait qu'exercer en ce faisant un droit formel et incontestable, nous avons rempli un impérieux devoir. Le permis de Roncarelli a été annulé non pas temporairement mais bien pour toujours."

LE TÉMOIN: Si j'ai dit cela?

L'AVOCAT: Oui.

R. Oui. Le permis de Roncarelli a été annulé pour ce temps-là et pour toujours. Je l'ai dit et je considérais que c'était mon devoir et en mon âme et conscience j'aurais manqué à mon devoir si je ne l'avais pas fait.

D. Avec ces renseignements additionnels diriez-vous que les mots: "C'est moi-même, à titre de Procureur Général et de responsable de l'ordre dans cette province qui ai donné l'ordre à la Commission des Liqueurs d'annuler son permis." Diriez-vous que c'est exact?

R. J'ai dit tout à l'heure ce qui en était. J'ai eu un téléphone de M. Archambault me mettant au courant de certains faits que j'ignorais au sujet de Roncarelli. Vérification, identification pour voir si c'était bien la même personne, étude, réflexion, consultation et décision d'approuver la suggestion du gérant de la Commission des Liqueurs d'annuler le privilège de Roncarelli.

\* \* \*

LA COUR:

D. M. Stein veut savoir si vous avez donné un ordre à M. Archambault?

R. Non, je n'ai pas donné un ordre à M. Archambault, je viens de conter ce qui s'est passé. Le juge Archambault m'a mis au courant d'un fait que je ne connaissais pas, je ne connaissais pas les faits, c'est lui qui m'a mis au courant des faits. Je ne sais pas comment on peut appeler ça, quand la Procureur Général, qui est à la tête d'un département, parle à un officier, même à un officier supérieur, et qu'il émet une opinion, ce n'est pas directement un ordre, c'en est un sans l'être. Mais

c'est à la suggestion du Juge Archambault, après qu'il eut porté à ma connaissance des faits que j'ignorais, que la décision a été prise.

\* \* \*

D. Monsieur le Premier Ministre, excusez-moi si je répète encore la question, mais il me semble que vous n'avez pas répondu à la question que j'ai posée. Il paraît, non seulement dans ce journal, mais aussi dans d'autres journaux, et cela est répété exactement dans les mêmes paroles, dans le Montreal Star, en anglais, dans la Gazette, en anglais, dans Le Canada, en français et aussi dans La Patrie, en français, textuellement les mêmes mots: "C'est moi-même, à titre de Procureur Général, chargé d'assurer le respect de l'ordre et le respect des citoyens paisibles qui ai donné à la Commission des Liqueurs, l'ordre d'annuler le permis." Je vous demande si c'est possible que vous ayez employé presque exactement ces mots en discutant l'affaire avec les journalistes, ce jour-là?

R. Lorsque les journalistes viennent au bureau pour avoir des entrevues, des fois les entrevues durent une demi-heure, des fois une heure, des fois une heure et demie; quels sont les termes exacts qui sont employés, on ne peut pas se souvenir exactement des termes. Mais la vérité vraie c'est ce que j'ai dit tout à l'heure, et c'est cela que j'ai dit aux journalistes, comme Premier Ministre et comme Procureur Général, je prends la responsabilité. Si j'avais dit au Juge Archambault: "Vous ne le ferez pas", il ne l'aurait probablement pas fait. Comme il me suggérait de le faire et qu'après réflexion et vérification je trouvais que c'était correct, que c'était conforme à mon devoir, j'ai approuvé et c'est toujours un ordre que l'on donne. Quand l'officier supérieur parle, c'est un ordre que l'on donne, même s'il accepte la suggestion de l'officier dans son département, c'est un ordre qu'il donne indirectement. Je ne me rappelle pas des expressions exactes, mais ce sont les faits.

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D. Référant à l'article contenue dans la Gazette du 5 décembre, c'est-à-dire le jour suivant l'annulation du permis, vous trouvez là les mots en anglais:

"In statement to the press yesterday, the Premier recalled that: 'Two weeks ago, I pointed out that the Provincial Government had the firm intention to take the most rigorous and efficient measures possible to get rid of those who under the names of Witnesses of Jehovah, distribute circulars which in my opinion, are not only injurious for Quebec and its population, but which are of a very libellous and seditious character. The propaganda of the Witnesses of Jehovah cannot be tolerated and there are more than 400 of them now before the courts in Montreal, Quebec, Three Rivers and other centers.'

'A certain Mr. Roncarelli has supplied bail for hundreds of witnesses of Jehovah. The sympathy which this man has shown for the Witnesses, in such an evident, repeated and audacious manner, is a provocation to public order, to the administration of justice and is definitely contrary to the aims of justice.'"

D. Je vous demande, monsieur le Premier Ministre, si ce sont les paroles presque exactes ou exactes que vous avez dites à la conférence de presse?

R. Que j'ai dit ici: "A certain Mr. Roncarelli has supplied bail for hundreds of witnesses of Jehovah. The Sympathy which this man has shown for the Witnesses, in such an evident, repeated and audacious manner, is a provocation to public order, to the administration of justice and is definitely contrary to the aims of justice." Je l'ai dit et je considère que c'est vrai.

\* \* \*

M. ARCHAMBAULT:

D. Maintenant, ce jour-là où vous avez reçu une lettre, le 30 novembre 1946, avez-vous décidé, ce jour-là, d'enlever la licence?

R. Certainement, ce jour-là, j'avais appelé le Premier Ministre, en l'occurrence le procureur général, lui faisant part des constatations, c'est-à-dire des renseignements que je possédais, et de mon intention d'annuler le privilège, et le Premier Ministre m'a répondu de prendre mes précautions, de bien vérifier s'il s'agissait bien de la même personne, qu'il pouvait y avoir plusieurs Roncarelli, et coetera. Alors, quand j'ai eu la confirmation de Y3 à l'effet que c'était la même personne, j'ai rappelé le Premier Ministre pour l'assurer qu'il s'agissait bien de Frank Roncarelli, détenteur d'un permis de la Commission des Liqueurs; et, là, le Premier Ministre m'a autorisé, il m'a donné son consentement, son approbation, sa permission, et son ordre de procéder.

In these circumstances, when the de facto power of the Executive over its appointees at will to such a statutory public function is exercised deliberately and intentionally to destroy the vital business interests of a citizen, is there legal redress by him against the person so acting? This calls for an examination of the statutory provisions governing the issue, renewal and revocation of liquor licences and the scope of authority entrusted by law to the Attorney-General and the government in relation to the administration of the Act.

The liquor law is contained in R.S.Q. 1941, c. 255, entitled An Act Respecting Alcoholic Liquor. A Commission is created as a corporation, the only member of which is the general manager. By s.5

The exercise of the functions, duties and powers of the Quebec Liquor Commission shall be vested in one person alone, named by the Lieutenant-Governor in Council, with the title of Manager. The remuneration of such person shall be determined by the Lieutenant-Governor in Council and be paid out of the revenues of the Liquor Commission. R.S. 1925, c.37, s.5; 1 Ed. VII (2), c. 14, ss. 1 and 5; 1 Geo. VI, c. 22, ss. 1 and 5.

The entire staff for carrying out the duties of the Commission are appointed by the general manager -- here Mr. Archambault -- who fixes salaries and assigns functions, the Lieutenant-Governor in Council reserving the right of approval of the salaries. Besides the general operation of buying and selling liquor throughout the province and doing all things necessary to that end, the Commission is authorized by s. 9 (e) to "grant, refuse or cancel permits for the sale of alcoholic liquors or other permits in regard thereto and to transfer the permit of any person deceased". By s. 12 suits against the general manager for acts done in the exercise of his duties require the authority of the Chief Justice of the province, and the Commission can be sued only with the consent of the Attorney-General. Every officer of the Commission is declared to be a public officer and by R.S.Q. 1941, c. 10, s. 2, holds office during pleasure. By s. 19 the Commission shall pay over to the Provincial Treasurer any moneys which the latter considers available and by s. 20 the Commission is to account to the Provincial Treasurer for its receipts, disbursements, assets and liabilities. Sections 30 and 32 provide for the issue of permits to sell; they are to be granted to individuals only, in their own names; by s. 34 the Commission "may refuse to grant any permit"; subs. (2) provides for permits in special cases of municipalities where prohibition of sale is revoked in whole or part by by-law; subs. (3) restricts or refuses the grant of permits in certain cities the Council of which so requests; but it is provided that

... If the fying of such by-law takes place after the Commission has granted a permit in such city or town, the Commission shall be unable to give effect to the request before the first of May next after the date of fying.

Subsection (4) deals with a refusal to issue permits in small cities unless requested by a by-law, approved by a majority vote of the electors. By subs. (6) special power is given the Commission to grant permits to hotels in summer resorts for five months only notwithstanding that requests under subss. (2) and (4) are not made. Section 35 prescribes the expiration of every permit on April 30 of each year. Dealing with cancellation, the section provides that the "Commission may cancel any permit at its discretion". Besides the loss of the privilege and without the necessity of legal proceedings, cancellation entails loss of fees paid to obtain it and confiscation of the liquor in the possession of the holder and the receptacles containing it. If the cancellation is not followed by prosecution for an offence under the Act, compensation is provided for certain items of the forfeiture. Subsection (5) requires the Commission to cancel any permit made use of on behalf of a person other than the holder; s. 36 requires cancellation in specified cases. The sale of liquor is, by s. 42, forbidden to various persons. Section 148 places upon the Attorney-General the duty of

1. Assuring the observance of this Act and of the Alcoholic Liquor Possession and Transportation Act (Chap. 256), and investigating, preventing and suppressing the infringements of such acts, in every way authorized thereby;
2. Conducting the suits or prosecutions for infringements of this Act or of the said Alcoholic Liquor Possession and Transportation Act. R.S. 1925, c. 37, s. 78a; 24 Geo. V, c. 17, s. 17.

The provisions of the statute, which may be supplemented by detailed regulations, furnish a code for the complete administration of the sale and distribution of alcoholic liquors directed by the Commission as a public service, for all legitimate purposes of the populace. It recognizes the association of wines and liquors as embellishments of food and its ritual and as an interest of the public. As put in Macbeth, the "sauce to meat is ceremony", and so we have restaurants, cafés, hotels and other places of serving food, specifically provided for in that association.

At the same time the issue of permits has a complementary interest in those so catering to the public. The continuance of the permit over the years, as in this case, not only recognizes its virtual necessity to a superior class restaurant but also its identification with the business carried on. The provisions for assignment of the permit are to this most pertinent and they were exemplified in the continuity of the business here. As its exercise continues, the economic life of the holder becomes progressively more deeply implicated with the privilege while at the same time his vocation becomes correspondingly dependent on it.

The field of licensed occupations and businesses of this nature is steadily becoming of greater concern to citizens generally. It is a matter of vital importance that a public administration that can refuse to allow a person to enter or continue a calling which, in the absence of regulation, would be free and legitimate, should be conducted with complete impartiality and integrity; and that the grounds for refusing or cancelling a permit should unquestionably be such and such only as are incompatible with the purposes envisaged by the statute: the duty of a Commission is to serve those purposes and those only. A decision to deny or cancel such a privilege lies within the "discretion" of the Commission; but that means that decision is to be based upon a weighing of considerations pertinent to the object of the administration.

In public regulation of this sort there is no such thing as absolute and untrammelled "discretion", that is that action can be taken on any ground or for any reason that can be suggested to the mind of the administrator; no legislative Act can, without express language, be taken to contemplate an unlimited



arbitrary power exercisable for any purpose, however capricious or irrelevant, regardless of the nature or purpose of the statute. Fraud and corruption in the Commission may not be mentioned in such statutes but they are always implied as exceptions. "Discretion" necessarily implies good faith in discharging public duty; there is always a perspective within which a statute is intended to operate; and any clear departure from its lines or objects is just as objectionable as fraud or corruption. Could an applicant be refused a permit because he had been born in another province, or because of the colour of his hair? the legislature cannot be so distorted.

To deny or revoke a permit because a citizen exercises an unchallengeable right totally irrelevant to the sale of liquor in a restaurant is equally beyond the scope of the discretion conferred. There was here not only revocation of the existing permit but a declaration of a future, definitive disqualification of the appellant to obtain one: it was to be "forever". This purports to divest his citizenship status of its incident of membership in the class of those of the public to whom such a privilege could be extended. Under the statutory language here, that is not competent to the Commission and a fortiori to the government or the respondent: *McGillivray v. Kimber* [(1915), 52 S.C.R. 146, 26 D.L.R. 164.]. There is here an administrative tribunal which, in certain respects, is to act in a judicial manner; and even on the view of the dissenting justices in *McGillivray*, there is liability: what could be more malicious than to punish this licensee for having done what he had an absolute right to do in a matter utterly irrelevant to the Liquor Act? Malice in the proper sense in simply acting for a reason and purpose knowingly foreign to the administration, to which was added here the element of intentional punishment by what was virtually vocation outlawry.

It may be difficult if not impossible in cases generally to demonstrate a breach of this public duty in the illegal purpose served; there may be no means, even if proceedings against the Commission were permitted by the Attorney-General, as here they were refused, of compelling the Commission to justify a refusal or revocation or to give reasons for its action; on these questions I make no observation; but in the case before us that difficulty is not present: the reasons are openly avowed.

The act of the respondent through the instrumentality of the Commission brought about a breach of an implied public statutory duty toward the appellant; it was a gross abuse of legal power expressly intended to punish him for an act wholly irrelevant to the statute, a punishment which inflicted on him, as it was intended to do, the destruction of his economic life as a restaurant keeper within the province. Whatever may be the immunity of the Commission or its member from an action for damages, there is none in the respondent. He was under no duty in relation to the appellant and his act was an intrusion upon the functions of a statutory body. The injury done by him was a fault engaging liability within the principles of the underlying public law of Quebec: *Mostyn v. Fabrigas* [ 98 E.R. 1021], and under art. 1053 of the Civil Code. That, in the presence of expanding administrative regulation of economic activities, such a step and its consequences are to be suffered by the victim without recourse or remedy, that an administration according to law is to be superseded by action dictated by and according to the arbitrary likes, dislikes and irrelevant purposes of public officers acting beyond their duty, would signalize the beginning of disintegration of the rule of law as a fundamental postulate of our constitutional structure. An administration of licences on the highest level of fair and impartial treatment to all may be forced to follow the practice of "first come, first served", which makes the strictest observance of equal responsibility to all of even greater importance; at this stage of developing government it would be a danger of high consequence to tolerate such a departure from good faith in executing the legislative purpose. It should be added, however, that that principle is not, by this language, intended to be extended to ordinary governmental employment: with that we are not here concerned.

It was urged by Mr. Beaulieu that the respondent, as the incumbent of an office of state, so long as he was proceeding in "good faith", was free to act in a matter of this kind virtually as he pleased. The office of Attorney-General traditionally and by statute carries duties that relate to advising the Executive, including here, administrative bodies, enforcing the public law and directing the administration of justice.



# London (City) v. RSJ Holdings Inc., [2007] 2 S.C.R. 588

Supreme Court Reports

Supreme Court of Canada

Present: Binnie, LeBel, Deschamps, Fish, Abella, Charron and Rothstein JJ.

Heard: November 15, 2006;

Judgment: June 21, 2007.

File No.: 31300.

[2007] 2 S.C.R. 588    [2007] 2 R.C.S. 588    [2007] S.C.J. No. 29    [2007] A.C.S. no 29    2007 SCC 29

Corporation of the City of London, Appellant; v. RSJ Holdings Inc., Respondent.

(43 paras.)

## Appeal From:

ON APPEAL FROM THE COURT OF APPEAL FOR ONTARIO

## Case Summary

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### Catchwords:

**Municipal law — By-laws — Validity — Open meeting requirement — Municipality discussing and approving interim control by-law at closed meetings contrary to open meeting statutory requirement — Whether meetings properly closed because interim control by-laws may be passed without prior notice or hearing under provincial planning legislation — If open meeting requirement breached, whether Court of Appeal properly exercised its discretion to quash by-law for illegality — Municipal Act, 2001, S.O. 2001, c. 25, ss. 239, 273 — Planning Act, R.S.O. 1990, c. P.13, s. 38.**

### Summary:

The appellant City passed an interim control by-law which effected a one-year freeze on all land development along a particular corridor. RSJ, one of the affected land owners, applied for an order quashing the by-law for illegality on the ground that the City discussed, and then effectively decided to pass the by-law at two closed meetings, contrary to the City's statutory obligation under s. 239(1) of the *Municipal Act, 2001*, to hold council and committee meetings in public. The Ontario Superior Court of Justice dismissed RSJ's application, but the Court of Appeal set aside that decision and quashed the by-law. The City's argument before this Court was that its meetings fell within the exception in s. 239(2)(g) of the *Municipal Act, 2001* because, under s. 38 of the *Planning Act*, an interim control by-law [page589] may be passed without prior notice and without holding a public hearing. Alternatively, the City argued that the Court of Appeal erred in quashing the by-law in the absence of any prejudice to RSJ.

*Held:* The appeal should be dismissed.

The interim control by-law provisions contained in the *Planning Act* in no way obviate the statutory requirement to hold public meetings under s. 239 of the *Municipal Act, 2001*. It cannot be implied from the dispensation with any notice and

hearing requirements under s. 38(3) of the *Planning Act*, that s. 38 authorizes the holding of a closed meeting within the meaning of the exception found in s. 239(2)(g). The City's duty to give advance notice and to hold a public meeting at which interested citizens have the right to make representations is entirely distinct from its obligation to hold its meetings in public. Dispensing with notice and a hearing as permitted under s. 38(3) enables a municipal council to act expeditiously in passing an interim control by-law whenever circumstances may require that it do so and, as such, this is consistent with the nature of this extraordinary zoning tool. However, the discussions on the interim control by-law must still be conducted in open public session. The open meeting requirement set out in s. 239 concerns a citizen's rights to observe municipal government in process and reflects a clear legislative choice for increased transparency and accountability in the decision-making process of local governments. [para. 4] [paras. 30-32]

The Court of Appeal properly exercised its discretion in quashing the by-law for illegality under s. 273 of the *Municipal Act, 2001*. In exercising its discretion, the court cannot act in an arbitrary manner, and the discretion must be exercised judicially and in accordance with established principles of law. On the question of deference, municipalities do not possess any greater institutional expertise on the issue of "illegality" than the courts. Furthermore, when a municipal government improperly acts with secrecy, this undermines the democratic legitimacy of its decision, and such decisions, even when *intra vires*, are less worthy of deference. In this case, the City acted within its jurisdiction in passing the interim control by-law, but illegality under s. 273 is not strictly confined to matters of jurisdiction. The failure [page 590] to comply with statutory procedural requirements may also provide sufficient grounds for quashing. The City's conduct in closing the two meetings in question was neither inadvertent nor trivial and the short public session during the course of which the interim by-law was passed without debate or discussion along with several other by-laws did nothing to cure the defect. While RSJ did not have the right to notice of the City's intention to pass the by-law nor any right to make representations at a public hearing, it did have the right, along with other citizens, to a transparent and open process. In these circumstances, the contention that RSJ suffered no prejudice cannot be accepted. The Court of Appeal was correct to conclude that the potentially draconian effects of interim control by-laws accentuate the need for the courts to jealously require that the meeting in which an interim control by-law is discussed be open to the public as required by s. 239(1) of the *Municipal Act, 2001*. In the circumstances, quashing the by-law was an entirely appropriate remedy. [para. 4] [paras. 37-42]

## Cases Cited

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**Referred to:** *Country Pork Ltd. v. Ashfield (Township)* (2002), 60 O.R. (3d) 529; *Shell Canada Products Ltd. v. Vancouver (City)*, [1994] 1 S.C.R. 231; *Nanaimo (City) v. Rascal Trucking Ltd.*, [2000] 1 S.C.R. 342, 2000 SCC 13; *Immeubles Port Louis Ltée v. Lafontaine (Village)*, [1991] 1 S.C.R. 326.

## Statutes and Regulations Cited

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*Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E-9, s. 2.1(1), (3), (7).

*Municipal Act, 2001*, S.O. 2001, c. 25, ss. 150, 238(1), 239, 273.

*Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.

*Ontario Municipal Board Act*, R.S.O. 1990, c. O.28, s. 36.

*Planning Act*, R.S.O. 1990, c. P.13, ss. 34(12), (13), 38.

*Planning and Municipal Statute Law Amendment Act, 1994*, S.O. 1994, c. 23.

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### History and Disposition:

APPEAL from a judgment of the Ontario Court of Appeal (Labrosse, Rosenberg and Gillese JJ.A.) (2005), 205 O.A.C. 150, 16 M.P.L.R. (4th) 1, [2005] O.J. No. 5037 (QL), setting aside a decision of Rady J. (2005), 10 M.P.L.R. (4th) 88, [2005] O.J. No. 252 (QL), dismissing an application to quash a by-law. Appeal dismissed.

## Counsel

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*George H. Rust-D'Eye, Barnet H. Kussner and Kim Mullin*, for the appellant.

*Alan R. Patton and Analee J. M. Fernandez*, for the respondent.

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The judgment of the Court was delivered by

**CHARRON J.**

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(Special)**

## 1. Overview

1 On January 19, 2004, the City of London ("City") passed an interim control by-law which effected a one-year freeze on all land development along the Richmond Street Corridor between Huron and Grosvenor Streets. RSJ Holdings Inc. ("RSJ"), one of the affected land owners, applied for an order quashing the by-law for illegality on the ground that the City discussed, and then effectively decided to pass the by-law at two closed meetings, contrary to the City's statutory obligation under s. 239(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, to hold council and committee meetings in public.

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2 RSJ's application was dismissed in first instance on the basis that the closed meetings in question fell within the statutory exception under s. 239(2)(e), allowing for a closed meeting when potential litigation is the subject matter under consideration. Having so concluded, the application judge found it unnecessary to deal with the City's additional contention that the closed meetings were also authorized under s. 239(2)(f) because the subject matter under consideration was subject to solicitor-client privilege. In response to RSJ's appeal to the Court of Appeal for Ontario, the City reiterated its claims to litigation privilege and solicitor-client privilege. In addition, the City took the position that the closed meetings were authorized under another statute, hence triggering the exception under s. 239(2)(g). The Court of Appeal for Ontario rejected the City's arguments, set aside the application judge's decision, and quashed the by-law.

3 The City appeals from this decision on the ground that its closed meetings were authorized under another statute. Since neither notice nor public hearing is required before the passing of an interim control by-law under the provisions of the *Planning Act*, R.S.O. 1990, c. P.13, the City contends that it may hold a closed meeting under s. 239(2)(g) when the subject matter under consideration is an interim control by-law. Alternatively, the City argues that the Court of Appeal erred in quashing the by-law in the absence of any prejudice to RSJ.

4 I would dismiss the appeal. In my view, the Court of Appeal was correct in concluding that the interim control by-law provisions contained in the *Planning Act* in no way obviate the statutory requirement to hold public meetings under s. 239 of the *Municipal Act, 2001*. I also conclude that the Court of Appeal properly exercised its discretion in quashing the by-law. The open meeting requirement reflects a clear legislative choice for increased transparency and accountability in the decision-making process of local governments. I do not accept the contention that RSJ has not suffered prejudice. If anything, the enactment of an interim by-law, given its powerful nature and potential draconian effect on affected land owners, enhances the need for transparency [page593] and accountability. Further, the City's disregard of its statutory obligation to hold public meetings in this case was neither inadvertent nor trivial. In the circumstances, quashing the by-law was an entirely appropriate remedy.

## 2. Facts and Proceedings Below

5 In September 2003, a group of residents of London, Ontario, who lived around Richmond Street complained to the City about the increase of student housing in their residential neighbourhood. In response, the City's Planning Committee passed a resolution on September 29, 2003, requesting the City Solicitor to study the issue.

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6 In November 2003, RSJ bought a residential property on Richmond Street with the intention of demolishing the existing building and constructing four individual residential units in its place. To this end, between November 2003 and January 2004, RSJ submitted to the City a site plan for approval, applied for a demolition permit, and applied for a building permit. The City took no action in respect of RSJ's applications.

7 In response to the Planning Committee's request of September 29, 2003, the City Solicitor delivered a report to the Planning Committee at its meeting of December 8, 2003. The City Solicitor reported on the prospect of regulating the number of bedrooms in a dwelling unit and on the use of s. 150 of the *Municipal Act, 2001* to license student housing as a business, but made no reference to the possible enactment of an interim control by-law.

8 In January 2004, the City considered the Richmond Street issue during the course of two [page594] meetings that were closed to the public. It is these two closed meetings that are at the heart of this appeal.

9 The City's Planning Committee, composed of seven City Council members, held the first closed meeting on January 12, 2004. The Planning Committee's public agenda revealed that a confidential matter was to be discussed at that meeting but did not disclose what it concerned. At the meeting, the Planning Committee considered a report by the City's acting general manager of planning and development. The report recommended that a land use study be undertaken for properties along the Richmond Street Corridor between Huron and Grosvenor Streets, because of the concerns that had been expressed regarding the "potential impacts of [residential] intensification on the surrounding neighbourhood" ("Planning Report of R. Panzer", Tab 11B of the Appellant's Record, at p. 71). The Planning Committee also considered a draft interim control by-law which, if passed, would freeze all development in an area that included the part of Richmond Street where RSJ's property was located.

10 The second closed meeting was held on the evening of January 19, 2004. The evening began with a public meeting of the 19-member City Council. Included on the public agenda was an item entitled "Committee of the Whole, in camera". The Committee of the Whole is a standing committee of the City Council comprising all 19 members of the City Council. Its role is to make recommendations to the City Council. The agenda did not reveal the subject matter of the scheduled *in camera* meeting. The agenda also listed 14 by-laws that were to be read a first, second and third time. No reference was made to an interim control by-law in this list.

11 The City Council rose at 7:57 p.m. and went into the Committee of the Whole for its closed meeting. The City agrees that, during this closed meeting, the Committee of the Whole discussed not only the Solicitor's report but also the planning report [page595] and the proposed interim control by-law that would freeze development around Richmond Street. The Committee of the Whole made two recommendations: first, that a land use study be undertaken concerning the area covered by the proposed interim control by-law and, second, that City Council approve the proposed interim control by-law.

12 The City Council resumed in a regular public session at 10:22 p.m. The public meeting lasted until 10:30 p.m. During this eight-minute session, the City Council introduced, gave three readings to, and passed 32 by-laws, including the impugned interim by-law, without public debate or discussion.

13 RSJ brought an application under s. 273(1) of the *Municipal Act, 2001* for an order quashing the interim control by-law for illegality on the ground that the City had contravened the general obligation under s. 239(1) of the *Municipal Act, 2001* to hold all meetings in public. The Ontario Superior Court of

Justice dismissed RSJ's application ((2005), 10 M.P.L.R. (4th) 88). The application judge accepted the City's contention that both meetings of January 12 and 19 fell within the exception under s. 239(2)(e) of the *Municipal Act, 2001* which allows municipal councils to hold closed meetings where the subject matter concerns "litigation or potential litigation". The application judge reasoned that there was no doubt that RSJ, in light of its investment in the Richmond Street property, would challenge the interim control by-law and, therefore, that a real potential for litigation existed at the time of the closed meetings. Having so concluded, the application judge found it unnecessary to deal with the City's additional contention that the meetings were also authorized under s. 239(2)(f) which allows for closed meetings where the subject matter concerns advice that is subject to solicitor-client privilege.

14 The application judge further held that any votes taken during the two closed meetings were [page596] procedural only and, as such, were permissible under s. 239(6)(b) of the *Municipal Act, 2001*. Finally, the application judge held that the City's failure to comply with s. 239(4), which requires the City to state by resolution the general nature of the matter to be considered at the closed meeting, caused no prejudice and in no way affected the substantive validity of the by-law.

15 RSJ appealed the decision to the Court of Appeal for Ontario ((2005), 16 M.P.L.R. (4th) 1). The City reiterated its argument that the meetings were properly closed because they concerned potential litigation under s. 239(2)(e), and advice that was subject to solicitor-client privilege under s. 239(2)(f). In addition, the City submitted that the meetings fell within the exception under s. 239(2)(g), which allows for a closed meeting where the subject matter under consideration is a matter in respect of which a committee or council may hold a closed meeting under another Act. The City argued that, since neither notice nor public hearing is required before the passing of an interim control by-law under the provisions of the *Planning Act*, this constitutes "a matter in respect of which ... a closed meeting" can be held "under another Act" within the meaning of s. 239(2)(g). The Court of Appeal rejected all three arguments, and quashed the interim control by-law for illegality.

16 The City appeals this decision on the ground that the closed meetings were authorized under s. 239(2)(g) of the *Municipal Act, 2001*. Alternatively, it argues that the by-law should not be quashed.

### 3. Analysis

#### 3.1 *The Open Meeting Requirement*

17 As we shall see, s. 239 of the *Municipal Act, 2001* requires that all municipal meetings be open to the public, except where the subject matter being considered at the meeting falls within one of seven categories expressly set out in the statute. However, [page597] before reviewing the relevant statutory provisions, it may be useful to recall the state of affairs that existed in Ontario prior to the enactment of s. 239.

18 Prior to 1995, whether a meeting was open to the public or not generally depended not on the subject matter under consideration, but on the type of meeting being held. In Ontario, as well as under various provincial statutes, regular council meetings were generally open to the public while committee and other meetings were closed and could only be opened at the discretion of council (M. R. O'Connor, *Open Local Government 2: How crucial legislative changes impact the way municipalities do business in Canada* (2004), at p. 25). It is particularly noteworthy that one recurring problem mentioned in the 1984 Ontario *Report of the Provincial/Municipal Working Committee on Open Meetings and Access to Information* was that "some municipal councils employ lengthy, in-camera special and committee meetings to discuss matters under debate and then ratify their decision in full council in a few minutes, with minimal

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discussion" (p. 2). See also the report of the Ontario Commission on Freedom of Information and Individual Privacy (Williams Commission), *Public Government for Private People* (1980). In the hope of thereby fostering democratic values, and responding to the public's demand for more accountable municipal government, these reports recommended compulsory open meetings of municipal councils and committees, subject to narrow exceptions.

19 These recommendations were acted upon by the Government of Ontario in the early 1990s (Ontario, Ministry of Municipal Affairs, *Open Local Government* (1992), at pp. 2-3 and 31) and Bill 163 (the *Planning and Municipal Statute Law Amendment Act, 1994*, S.O. 1994, c. 23) adopted the open meeting requirement that is now contained in s. 239 of the *Municipal Act, 2001*. The open meeting requirement was intended to increase public confidence in the integrity of local government, [page598] by ensuring the open and transparent exercise of municipal power (Legislative Assembly of Ontario, *Official Report of Debates (Hansard)*, No. 162, November 28, 1994, at p. 7978 (Pat Hayes)).

20 Against this brief historical backdrop, I will now review the relevant statutory provisions.

21 Section 239(1) of the *Municipal Act, 2001* broadly requires that municipal meetings be open, while s. 239(2) lists the exceptions to this requirement:

239. (1) Except as provided in this section, all meetings shall be open to the public.

(2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

- (a) the security of the property of the municipality or local board;
- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- (d) labour relations or employee negotiations;
- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act.

22 The imperative "shall" in s. 239(1) demonstrates that, in the normal business of municipal [page599] government, meetings will be transparent and accessible to the public. The importance of open meetings is reinforced by the permissive "may" in s. 239(2), which allows but does not require municipal governments to close a meeting when its subject matter falls within one of the seven exceptions. By contrast, s. 239(3), which does not concern us on this appeal, requires that a meeting be closed to the public if the subject matter relates to the consideration of a request under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.

23 The words "committee" and "meeting" are broadly defined in s. 238(1) of the *Municipal Act, 2001*, as follows:

"committee" means any advisory or other committee, subcommittee or similar entity of which at least 50 per cent of the members are also members of one or more councils or local boards;

"meeting" means any regular, special, committee or other meeting of a council or local board.

It is uncontested that the closed meetings held on January 12 and 19, 2004 were meetings as defined in s. 238(1), since all of the members of both the Planning Committee and the Committee of the Whole were also members of the City Council.

**24** Under the statute, even closed meetings are subject to some public scrutiny, as s. 239(4) requires public notice of the holding of the meeting and of its general subject matter. It reads as follows:

**239. ...**

- (4) Before holding a meeting or part of a meeting that is to be closed to the public, a municipality or local board or committee of either of them shall state by resolution,
  - (a) the fact of the holding of the closed meeting; and
  - (b) the general nature of the matter to be considered at the closed meeting.

[page600]

The City concedes that it breached s. 239(4) in this case.

**25** The open meeting requirement is further reinforced in ss. 239(5) and 239(6) with respect to the taking of a vote. A meeting may only be closed to the public during a vote where the closed meeting is permitted or required under subss. (2) and (3) *and* the vote is for a procedural matter only or for giving directions or instructions to certain specified persons. These provisions read as follows:

**239. ...**

- (5) Subject to subsection (6), a meeting shall not be closed to the public during the taking of a vote.
- (6) Despite section 244 [which generally prohibits voting by ballot or other method of secret voting], a meeting may be closed to the public during a vote if,
  - (a) subsection (2) or (3) permits or requires the meeting to be closed to the public; and
  - (b) the vote is for a procedural matter or for giving directions or instructions to officers, employees or agents of the municipality, local board or committee of either of them or persons retained by or under a contract with the municipality or local board.

**26** The City no longer contends that the impugned meetings concerned matters that were subject to litigation or solicitor-client privilege and, in my view, rightly so. The City's sole argument is that its meetings fell within the exception in s. 239(2)(g) of the *Municipal Act, 2001* because, under the provisions of the *Planning Act*, an interim control by-law may be passed without prior notice and without holding a public hearing. I therefore turn to the relevant provisions of the *Planning Act*.

### 3.2 Interim Control By-Laws Under the Planning Act

**27** Interim control by-laws are powerful zoning tools by which municipalities can broadly freeze [page601] the development of land, buildings and structures within a municipality. The power to enact an



interim control by-law has been aptly described as "an extraordinary one, typically exercised in a situation where an unforeseen issue arises with the terms of an existing zoning permission, as a means of providing breathing space during which time the municipality may study the problem and determine the appropriate planning policy and controls for dealing with the situation" (R. G. Doumani and P. A. Foran, *Ontario Planning Act and Commentary* (2004/2005 ed. 2004), at p. 46). As the wording of the *Planning Act* makes clear however, there are few statutory constraints on the use of this "extraordinary" power.

28 As the City correctly notes, the sole statutory precondition, which has been fulfilled in this case, is that council first direct that a land use study take place concerning the area covered by the interim control by-law. The governing provision is s. 38 of the *Planning Act*, the relevant parts of which read as follows:

38.--(1) Where the council of a local municipality has, by by-law or resolution, directed that a review or study be undertaken in respect of land use planning policies in the municipality or in any defined area or areas thereof, the council of the municipality may pass a by-law (hereinafter referred to as an interim control by-law) to be in effect for a period of time specified in the by-law, which period shall not exceed one year from the date of the passing thereof, prohibiting the use of land, buildings or structures within the municipality or within the defined area or areas thereof for, or except for, such purposes as are set out in the by-law.

(2) The council of the municipality may amend an interim control by-law to extend the period of time during which it will be in effect, provided the total period of time does not exceed two years from the date of the passing of the interim control by-law.

(3) No notice or hearing is required prior to the passing of a by-law under subsection (1) or (2) but the clerk [page602] of the municipality shall, in the manner and to the persons and public bodies and containing the information prescribed, give notice of a by-law passed under subsection (1) or (2) within thirty days of the passing thereof.

(4) Any person or public body to whom notice of a by-law was given under subsection (3) may, within sixty days from the date of the passing of the by-law, appeal to the Municipal Board by filing with the clerk of the municipality a notice of appeal setting out the objection to the by-law and the reasons in support of the objection.

29 The City argues that since the public has no right to advance notice of the proposed interim control by-law and no right to participate in the process of passing such a by-law, it follows that, at least by implication, the enactment of an interim control by-law is a "matter in respect of which a council ... may hold a closed meeting under another Act" within the meaning of s. 239(2)(g) of the *Municipal Act, 2001*. I disagree.

30 The City's duty to give advance notice and to hold a public meeting at which interested citizens have the right to make representations is entirely distinct from its obligation to hold its meetings in public. In order to understand what kind of notice and hearing is in effect dispensed with under s. 38(3), it is instructive to look at ss. 34(12) and 34(13) of the *Planning Act* which set out the usual notice and hearing requirements that must be met before a zoning by-law may be passed under that section. These provisions currently read as follows:

34. ...

(12) Before passing a by-law under this section, except a by-law passed pursuant to an order of the Municipal Board made under subsection (11) or (26),

(a) the council shall ensure that, **CNCL - 337**  
**(Special)**

- (i) sufficient information and material is made available to enable the public to understand [page603] generally the zoning proposal that is being considered by the council, and
  - (ii) at least one public meeting is held for the purpose of giving the public an opportunity to make representations in respect of the proposed by-law; and
  - (b) in the case of a by-law that is required by subsection 26(9) or is related to a development permit system, the council shall ensure that at least one open house is held for the purpose of giving the public an opportunity to review and ask questions about the information and material made available under subclause (a)(i).
- (13) Notice of the public meeting required under subclause (12)(a)(ii) and of the open house, if any, required by clause (12)(b),
- (a) shall be given to the prescribed persons and public bodies, in the prescribed manner; and
  - (b) shall be accompanied by the prescribed information.

**31** The dispensation with any notice and hearing requirements under s. 38(3) of the *Planning Act* enables a municipal council to act expeditiously in passing an interim control by-law whenever circumstances may require that it do so and, as such, it is consistent with the nature of this extraordinary zoning tool. By way of example, RSJ filed affidavit evidence from a London City councillor describing how, in July 1992, the City Council became aware that a property owner had begun cutting down trees on his property, creating a risk of damage to the land and adjoining land. The property was zoned "Open Space". London City Council therefore urgently convened a special session at 10:00 a.m. on July 3, 1992 to consider, discuss, and ultimately pass an interim control by-law in respect of a particular property. No advance notice or hearing was required. However, all discussions were conducted in open public session.

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**32** This example demonstrates the clear distinction between a citizen's right to notice and participation, and his or her right to observe municipal government in process. The open meeting requirement set out in s. 239 of the *Municipal Act, 2001* concerns the latter. In my view, nothing contained in s. 38 of the *Planning Act* authorizes the holding of a closed meeting within the meaning of the exception found in s. 239(2)(g) of the *Municipal Act, 2001*. A clear example of another Act that falls within this exception can be found under s. 2.1(7) of the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9. It reads as follows:

**2.1 ...**

- (7) The council of a municipality shall close to the public a meeting or part of a meeting if the subject matter being considered is the council's approval for the purpose of subsection (5).

The *Emergency Management and Civil Protection Act* requires municipalities to "develop and implement an emergency management program" in order to "identify and assess the various hazards and risks to public safety that could give rise to emergencies and identify the facilities and other elements of the infrastructure that are at risk of being affected by emergencies" (ss. 2.1(1) and 2.1(3)). Hence, for obvious security reasons related to the confidential nature of some information contained in this emergency management program, the *Emergency Management and Civil Protection Act* explicitly allows municipalities to hold meetings that are closed to the public (s. 2.1(7)). In stark contrast, there is nothing

concerning the nature of an interim by-law or in the language of s. 38 of the *Planning Act* that lends support to the City's contention.

33 I therefore conclude that the City breached s. 239 of the *Municipal Act, 2001* by closing its committee and council meetings of January 12 and 19, 2004 during its discussion of the interim control by-law No. C.P.-1438-33. The remaining question is whether the Court of Appeal properly exercised [page605] its discretion to quash the City's interim control by-law for this illegality. I therefore turn to the question of remedy.

### 3.3 *Quashing a By-Law for Illegality*

34 RSJ's application was brought under s. 273 of the *Municipal Act, 2001*. The relevant parts of this provision read as follows:

273. (1) Upon the application of any person, the Superior Court of Justice may quash a by-law of a municipality in whole or in part for illegality.

(2) In this section,

"by-law" includes an order or resolution.

...

(4) The court may direct that nothing shall be done under the by-law until the application is disposed of.

(5) An application to quash a by-law in whole or in part ... shall be made within one year after the passing of the by-law.

35 "Illegality" is not defined under the statute. In its ordinary meaning, it is a broad generic term that encompasses any non-compliance with the law. However, s. 273 must be read in conjunction with other provisions. Under s. 38(4) of the *Planning Act*, an appeal from an interim control by-law lies to the Ontario Municipal Board ("OMB"). In turn, s. 36 of the *Ontario Municipal Board Act*, R.S.O. 1990, c. O.28, gives the OMB exclusive jurisdiction "in all cases and in respect of all matters in which jurisdiction is conferred on it by this Act or by any other general or special Act".

36 In first instance, the City raised the threshold question whether the court should entertain the [page606] application or defer the matter to the OMB. Based on principles established in *Country Pork Ltd. v. Ashfield (Township)* (2002), 60 O.R. (3d) 529 (C.A.), the application judge assumed jurisdiction, stating as follows (at paras. 26-27):

In determining whether the court ought to assume jurisdiction in this case, it is necessary to consider the nature of the attack: *Country Pork Ltd. v. Ashfield (Township)* (2002), 60 O.R. (3d) 529 (Ont. C.A.). Section 273(1) of the *Act* is "not a vehicle for consideration of the merits of a municipality's decision to pass the bylaw, or whether it conforms to proper municipal planning principles" (at p. 542). Those matters are for the OMB and fall within its specialized expertise.

Based on the material before me and the applicants' submissions during argument, I am satisfied that this application involves "a direct frontal attack on the underlying validity and legality of the bylaw" as set out in *Country Pork* (supra), thereby attracting the jurisdiction of the Superior Court. I am not being asked to rule on the merits of the City's decision nor whether proper planning principles were considered.

37 In my view, this approach is sound. While the language in s. 273(1) of the *Municipal Act, 2001* is broad, the supervisory jurisdiction of the Superior Court, when considered in context, is more limited and should not be read as usurping the role of the OMB and its specialized expertise. The question of jurisdiction is no longer before this Court. Nonetheless, the City argues that the overarching principle which should govern the court on a s. 273 review of a municipal by-law is one of deference. While this approach may be appropriate on a review of the merits of a municipal decision, in my view, the City's argument is misguided here. Municipalities are creatures of statute and can only act within the powers conferred on them by the provincial legislature: *Shell Canada Products Ltd. v. Vancouver (City)*, [1994] 1 S.C.R. 231, at p. 273. On the question of "illegality" which is central to a s. 273 review, municipalities do not possess any greater institutional expertise than the courts -- "[t]he test on jurisdiction and questions of law is correctness": *Nanaimo (City) v. Rascal Trucking Ltd.*, [2000] 1 S.C.R. 342, 2000 SCC 13, at para. 29.

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38 In light of the particular statutory provision that occupies us -- the open meeting requirement -- I would add the following comment on the principle of deference. The dissent of McLachlin J. (as she then was) in *Shell Canada* is often cited as a broad statement of the deference that courts owe to municipal governments. In large part, this deference is founded upon the democratic character of municipal decisions. Indeed, McLachlin J. recognized that deference to municipal decisions "adheres to the fundamental axiom that courts must accord proper respect to the democratic responsibilities of elected municipal officials and the rights of those who elect them" (p. 245). Municipal law was changed to require that municipal governments hold meetings that are open to the public, in order to imbue municipal governments with a robust democratic legitimacy. The democratic legitimacy of municipal decisions does not spring solely from periodic elections, but also from a decision-making process that is transparent, accessible to the public, and mandated by law. When a municipal government improperly acts with secrecy, this undermines the democratic legitimacy of its decision, and such decisions, even when *intra vires*, are less worthy of deference.

39 The power to quash a by-law for illegality contained in s. 273(1) of the *Municipal Act, 2001* is discretionary. Of course, in exercising its discretion, the court cannot act in an arbitrary manner. The discretion must be exercised judicially and in accordance with established principles of law. Hence, when there is a total absence of jurisdiction, a court acting judicially will quash the by-law. In other cases, a number of factors may inform the court's exercise of discretion including the nature [page608] of the by-law in question, the seriousness of the illegality committed, its consequences, delay, and mootness. For a helpful discussion on the discretionary power to quash a municipal by-law, see *Immeubles Port Louis Ltée v. Lafontaine (Village)*, [1991] 1 S.C.R. 326.

40 In this case, it is not contested that the City acted within its jurisdiction in passing the interim control by-law. There is only one statutory precondition to passing an interim control by-law, namely the stipulation in s. 38(1) of the *Planning Act* requiring a municipal council to direct that a land use study be undertaken, and the City complied with that condition. Further, the interim control by-law was voted on and passed during an open meeting of the City Council in compliance with the voting requirements for passing a by-law. However, illegality under s. 273 is not strictly confined to matters of jurisdiction. The failure to comply with statutory procedural requirements that do not go to jurisdiction may nonetheless provide sufficient grounds for quashing.

41 In this case, I would not interfere with the Council's exercise of discretion. The City's conduct

in closing the two meetings in question was neither inadvertent nor trivial. In fact its council meeting of January 19, 2004 was conducted in a manner that is rather reminiscent of the problems reported more than 20 years ago that led to the passing of the statutory open meeting requirement. It is worth repeating the words of the Working Committee quoted earlier: "some municipal councils employ lengthy, in-camera special and committee meetings to discuss matters under debate and then ratify their decision in full council in a few minutes, with minimal discussion". In my view, the eight-minute public session during the course of which the interim by-law was passed without debate or [page609] discussion along with 31 other by-laws did nothing to cure the defect.

42 Further, while RSJ did not have the right to notice of the City's intention to pass the by-law nor any right to make representations at a public hearing, it did have the right, along with other citizens, to a transparent and open process. The Court of Appeal was correct to conclude that the potentially draconian effects of interim control by-laws accentuate the need for the courts to jealously require that "the meeting in which an interim control by-law is discussed be open to the public as required by s. 239(1) of the Act" (para. 27). In these circumstances, I do not accept the contention that RSJ suffered no prejudice.

#### 4. Disposition

43 For these reasons, I would dismiss the appeal with costs.

### **Solicitors**

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*Solicitors for the appellant: WeirFoulds, Toronto.*

*Solicitors for the respondent: Patton Cormier & Associates, London.*

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