

River Park Glen Condominium Corporation No. 112 2235
Policy No. 2014-49-01

Water Leakage

In order to support Condominium Bylaw 9.1(i) – Powers of the Corporation, this policy outlines the Board's intentions for dealing with emergency situations relating to water leakage.

Bylaw 9.1(i) states:

The Corporation may, through the Board, in the event of fire, gas, water leakage or other emergency situation, gain entry or force entry into any Unit for the purpose of dealing with such emergency and for the purpose of protecting the Common property or the property of other Owners, Tenants, Occupiers and the Corporation as the case may be. The Owner, Tenant or Occupier of the Unit so entered shall save harmless the Corporation, its agents and employees for any claim or damage arising from entering any Unit, and shall reimburse the Corporation for any expense it is put to in responding to the situation.

The purpose and goal of this policy is the same as Condominium Bylaw 49 - Water, which states:

Water shall not be left running unless in actual use in any Unit and all taps and washers shall be kept in good repair. Water must be turned off in any Unit which is not occupied for seventy two (72) consecutive hours during the heating season; and toilets must be flushed weekly. The Corporation shall not be responsible to an Owner for any loss, damage or expense caused by:

- (a) any overflow or leakage of water or sewage from any other Unit, Common property or property of the Corporation;*
- (b) the breaking or bursting of any pipes or plumbing fixtures (including any pipes or plumbing fixtures located in a Unit); or*
- (c) any other manner whatsoever;*

unless such damage results from a negligent act or omission on the part of the Corporation, its servants, agents, employees or officers.

The Condominium Corporation's will:

- Make all reasonable attempts to mitigate damages including stopping the source of water leakage, which may include entering the unit without notice in accordance with Bylaw 2.1(a);
- Contact emergency services, if needed;
- Contact owner and/or owner's agent, if applicable, at phone number provided by owner and/or owner's agent;
- Take multiple photographs of:
 - the unit, including front door prior to entry;
 - the source of fire, gas, water leakage, etc;
 - any windows, doors, etc. including sliding tracks of patio doors and windows;
 - surrounding areas or units that may be affected.
- Complete an Incident Report outlining:
 - Date, Time and Location of Incident;
 - Details on any other affected Units;

- How Corporation notified;
- Who attended;
- Details of Incident;
- Name and File Number of any Emergency Services that also attended or were advised of Incident;
- Retain a copy of the Incident Report.

Once above steps are completed, the Condominium Corporation will have no further involvement in the incident unless the damages exceed the insurance deductible (currently \$50,000). In that case, the Condominium Corporation is required, by law, to make a claim against its policy and take on the responsibility for awarding of contracts and overseeing the repairs.

It will be each affected owner's responsibility to:

- Make repairs to own unit;
- Notify their insurance provider, if they wish to file a claim;
- Negotiate any recovery of expenses if their unit was affected due to the fault of another owner.
Please note: If the water leak was not as a result of negligence on the part of the source unit, recovery of costs may not be possible. Therefore, it is recommended that all owners carry additional insurance;
- Contact the Condominium Corporation if they require copies of the Incident Report;

Bylaw 44 outlines submitting a claim on the Corporation's insurance, and states:

44.1 (a) Where an Owner makes any claim on the Corporation's insurance, the Owner shall immediately pay for any insurance deductible. Furthermore, Owners are responsible for any claims under the Corporations insurance deductible. The Owner may obtain reimbursement for the deductible from the Corporation where it is shown that the claim arose as a result of the Corporation's negligence or wilful conduct.

(b) Where the Corporation has made an insurance claim and paid the deductible it may recover the deductible from an Owner(s) where it is shown that the claim arose as a result of an Owner's use, ownership or occupancy of any Unit or Common property (whether negligent or not) or the Owner's negligence and treat it as a contribution due to the Corporation.

At the date of this policy, the Condominium Corporation's insurance deductible was \$50,000.