

Nothing illegal about condo boards meeting off-site

BY ROBERT NOCE, FREELANCE DECEMBER 6, 2010



Robert Noce

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Dear Robert: My condo board has moved its monthly meetings from the condo premises to the management company offices, which makes it hard for owners to attend. Is this legal?

A: This may be legal. The Condominium Property Act states that all meetings of the board must be held "within the municipality in which the units are located."

Do your bylaws indicate that meetings must occur on the condominium premises?

I agree that having meetings off-site makes it difficult for owners to attend.

A solution to this problem would be for owners to come together and ask the board to reconsider holding meetings on-site.

If enough owners were to express this view, then hopefully the board would react appropriately. Another option would be to elect people to the board who are committed to moving meetings back to the condo premises.

Helpful hint: It has been my experience that to effectively convince a board to move in a certain direction, there has to be a strong majority of owners who support that particular view.

Dear Robert: I live in a condo that allows pets.

I do not have pets, but I bought my unit knowing that pets were permitted, and generally have no problem with this.

My upstairs neighbour has a large dog, however, works full days and leaves her dog alone at home. I do not work every day, and I hear barking, whining and scratching throughout the day. I have spoken to her about this issue and she has done nothing to resolve it. What can I do?

A: You did the right thing by talking to your neighbour about the problem.

Unfortunately, she did nothing to stop the noise. Even though owners may have a pet within their unit, they still must be mindful of other owners' rights with respect to noise and other pet-related issues.

Your next step should be to ask the board to investigate this issue, and to take some action against the owner so that the matter can be resolved amicably. You should look into whether there are any provisions in your bylaws that deal with noise complaints, and whether your board can issue fines to owners who are in breach of the bylaws, specifically a noise issue.

Helpful hint: In general, condo fees may be higher in condos that allow pets, not just because of building maintenance and cleaning costs, but also because condo boards have to hire legal counsel to deal with noise and other related pet issues. People who do not own pets will save money by choosing to live in pet-free condo complexes.

Dear Robert: In 2003, a company registered a builder's lien against my title. Is there an expiry date with respect to the builder's lien? Am I able to add my son's name onto the title now? If not, can I do something to clear the builder's lien from the title?

A: Under the Builders' Lien Act of Alberta, if you register a builder's lien on someone's title (assuming it was filed on time), the person who filed the lien (i. e., lienholder) must start an action to realize on the lien and file another document (i. e., a certificate of *lis pendens*) within 180 days from the date of the filing of the builder's lien.

If the certificate of *lis pendens* has not been filed, then you can simply go to the Land Titles Office and request that the builder's lien be removed from your title.

Whether the account has been paid or not, the Land Titles Office will be required under law to "cancel (the) registration of a (builder's) lien."

You should probably obtain a new search of your title to determine whether or not a certificate of lis pendens was ever registered on your title. This is probably something you could do on your own without the assistance of a lawyer. If you were to hire a lawyer, however, the work is so minimal that your bill for the services would be insignificant.

With respect to your other questions, you may or may not be able to add your son to your title. I cannot answer this question with certainty because I do not know whether or not you have a mortgage on your title.

Most mortgage agreements prevent the transfer of lands to a third party without the consent and approval of your bank. There is a particular clause in most standard mortgage agreements dealing with this issue. You may want to consult your lender to determine whether they would support such a transfer.

If you do not have a mortgage on your title, the addition of your son to the title should not be a problem.

Finally, because you are dealing with a family member, your son may not care whether there is a builder's lien on title. However, I would never recommend an arm's-length third party to acquire title with a builder's lien, as it could prevent the financing of the purchase and create other problems that would not exist but for the lien.

Helpful hint: If someone has filed a lien against your title, then I would strongly urge you to make a note of the timeline so that you are aware of your rights with respect to builder's liens.

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He welcomes your questions at condos@edmontonjournal.com.

Answers are not intended as legal opinions; readers are cautioned not to act on the information provided without seeking legal advice on their unique circumstances.

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