

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
)
MR. JUSTICE BELOBABA) WEDNESDAY, THE 17TH
) DAY OF JULY, 2019

BETWEEN:

CLEMENT CHU, NAHOM ABADI and IDA FABRIGA-CHU

Plaintiffs

and

PARWELL INVESTMENTS INC., BLEEMAN HOLDINGS LIMITED, 650
PARLIAMENT
RESIDENCES LIMITED, 650 PARLIAMENT (LHB) INVESTMENTS LIMITED,
ELECTRICAL SAFETY AUTHORITY, GREATWISE DEVELOPMENTS
CORPORATION
and 77 HOWARD (LHB) INVESTMENTS LIMITED

Defendants

PROCEEDING UNDER THE *CLASS PROCEEDINGS ACT, 1992*

ORDER

THIS MOTION, made by the defendants Parwell Investments Inc. and 650 Parliament (LHB) Investments Limited (the "Moving Defendants"), for validation of service of the notice of this motion on the class members, and allowing these defendants to relocate all contents of the class members remaining in the units of 650 Parliament Street to a storage area in the basement garage of 650 Parliament Street, was heard on June 14, 2019, with follow-up submissions in writing,

ON READING the motion record of the Moving Defendants, the responding motion record of the plaintiffs, and the affidavits of service of Eri Goxholli, James Thomas, Rezvan Shahsavari Goghari and Hsun Kuan Chen, and on hearing the submissions of counsel for the parties and those class members who appeared and made submissions, **AND NOTING** that the core contents of this Order are not opposed by the Representative Plaintiffs,

THIS COURT ORDERS THAT:

1. Service by the Moving Defendants of the Notice of Motion on the class members by:
 - a. posting the Notice of Motion on the website of the Moving Defendants at www.wpsq.ca and the website of class counsel; and
 - b. mailing and/or emailing the Notice of Motion to the last known addresses of the tenants;

as detailed in the affidavits filed, is hereby validated.

1a. Service by the Moving Defendants of the subsequent Notice of Motion to amend this Order, served September 30, 2019, by posting the Notice of Motion on the website of the Moving Defendants at www.wpsq.ca and e-mailing the Notice of Motion to the last known addresses of the tenants, is hereby also validated.

2. The relocation of all contents of the class members remaining in the units of 650 Parliament Street to the storage area in the basement garage of 650 Parliament Street is hereby approved.
3. Class members shall be notified by the Moving Defendants (with copy to class counsel) pursuant to the protocol attached hereto as Schedule "A", when their

contents are being relocated. Class members shall be advised to notify any applicable insurers of this order promptly. Class members and their insurers shall have a right to inspect their contents on terms as particularized in the protocol attached hereto as Schedule "A".

4. The Moving Defendants are directed to consult with a security consultant, to be retained by the plaintiffs at the plaintiffs' expense, and to grant the security consultant access to the premises at 650 Parliament Street, if requested.
5. The Moving Defendants are directed to provide proof to the Court and to the plaintiffs of a policy of insurance that is consistent with that set out in the letter dated June 15, 2019, from HUB Insurance, filed with the Court and provided to counsel.
6. The Moving Defendants are hereby permitted to commence relocation of the contents of the tenants immediately upon delivery of proof of insurance in accordance with paragraph 5 of this Order.
7. The costs associated with the relocation of the class members' contents and the storage of the class members' contents in the storage area in the basement garage of 650 Parliament Street shall be borne by the Moving Defendants.
8. There shall be no costs of this motion.

The Honourable Mr. Justice Belobaba

Schedule "A"

Relocation of contents

1. Access Restoration Services ("Access") will commence the relocation of class members' contents from their units to the basement garage storage facility immediately, subject to the placement of insurance as discussed in paragraph 5 of this Order.
2. The Moving Defendants will post **an amended** relocation plan on the www.wpsq.ca website, specifying which floor(s)' contents are planned to be moved during the relocation process at least three business days prior to the commencement of the relocation.
3. The Moving Defendants will notify the class members within two business days that their contents have been relocated. They will do so by email, or by telephone if no email address is available, or by regular mail if no email address or telephone number are available.
4. At any time, regardless of whether their contents are located in their units or in the basement garage storage facility, class members may make an appointment with the 650 Parliament Response Office (the "Response Office") for access to have their contents moved to an independent off site storage facility, at their own cost. There shall be no requirement to sign a release or waiver to **move those contents**~~do so~~. Access will be granted to move contents within two business days or as scheduled.

Inspection of units

5. Once the relocation is complete, the Moving Defendants will notify class counsel, who will arrange for a committee of no more than six class members to inspect the units and verify that all contents have been removed. If no class members are willing to participate in

the inspection, then the Moving Defendants shall conduct the inspection and report to class counsel.

Inspection of contents

6. Once they have received notification that their contents have been relocated, class members may call the Response Office to make appointments to inspect and retrieve their contents from the basement garage storage facility. Class members may book only one appointment per day, and per call to the Response Office. There is no limit on the total number of appointments a class member may book. There shall be no requirement to sign a release or waiver to retrieve contents from the basement garage storage facility. **Any class member retaining their unit contents, or any portion thereof, shall be provided by the Moving Defendants with a Caution to be signed, in the form attached as Schedule “B” (the “Caution”).**

7. Appointments will be scheduled in priority of call order, and may be made for one of four timeslots, seven days a week: 8 a.m. — 11.30 a.m.; 11.30 am. — 3 p.m.; 3 p.m. — 6:30 p.m.; 6:30 p.m. — 10:00 p.m.

8. The maximum number of appointments that will take place at the same time will be governed by the need for security of the contents and safety of those in the basement garage storage facility. If the maximum appointments for the immediately subsequent time period are not booked, a class member may extend their appointment accordingly.

9. Class members must present photo identification to access their contents, and must sign in and out when arriving and leaving the basement garage storage facility.

10. The maximum number of individuals who may attend per appointment is five. Any children must be supervised at all times or the class member will be asked to leave.

11. Access will ensure that unpacking/staging areas will be created in sufficient number and size to facilitate the unpacking, inspection and retrieval of contents by class members. Access will also ensure that sufficient staff members are available to assist class members with relocating their contents between their storage locker and an unpacking/staging area. The expenses of Access will be borne by the Moving Defendants, **including the cost of moving the contents to an offsite location within the Greater Toronto Area.**

12. Other than video security surveillance in the storage area, there will be no individual videotaping or photographing of class members while they are inspecting and/or retrieving their contents.

13. The defendants, their employees and agents will not inspect the class members' contents and will not access the contents, except to assist the class members in moving their contents to the unpacking/staging area or in removing their contents from the basement garage storage facility.

14. The defendants, their employees and agents will at no time seek to appraise the class members' contents while the contents are located in the basement garage storage facility, or have an appraiser present while the class members attend the storage facility.

15. The defendants, their employees and agents will not engage in settlement discussions directly with the class members, including while the class members attend the

basement garage storage facility, and will not directly request that class members sign a full or partial release of any or all of their claims either at the storage facility or otherwise.

16. In light of the health concerns surrounding the potential contamination of the unit contents, any class member indicating an intention to retain any or all of his or her unit contents shall be provided with the Caution for their signature.

17. Class members who intend to reoccupy a unit in the building and whose property is already in storage in the parking garage must make an appointment and attend at the parking garage to direct what is to be retained or disposed of within two (2) weeks of this Order being made. Class members whose property is *not* already in the parking garage must make and attend such an appointment within two (2) weeks of being advised that their unit's contents have been relocated to the parking garage. If no arrangements have been made within those two (2) weeks, Access may relocate the contents into their unit and shall, in such cases, affix the Caution to the door of the unit for the class members' signature prior to them re-entering the unit.

18. Class members who have terminated their tenancies and whose property is already in storage in the parking garage must make arrangements to have their contents moved off the premises within three (3) weeks of this Order being made. Class members with terminated tenancies whose property is not already in the parking garage must make and attend such an appointment within three (3) weeks of being advised that their contents have been relocated to the parking garage. If no arrangements have been made to move their contents off premises within those three (3) weeks, Access shall dispose of their contents forthwith.

19. If there is any date upon which no appointments have been scheduled three (3) days in advance, Access may close the parking garage on that date and decline to make further appointments for the same.

20. Upon completion of the vacant apartment inspection indicated above at Section 5, class counsel shall notify class members that a final contents inspection period of two (2) weeks shall be made available to any class members who have property on the premises that have not yet been dealt with. At the conclusion of that two (2) week period, Access shall return any such property to their respective units and affix the Caution to the door for the class members' signature prior to their re-entering the unit.

Other matters

21. The Response Office will return all telephone calls and emails within two business days, and will maintain a log of telephone calls.
22. As issues arise, counsel will resolve them in a timely manner or seek direction from the Court if necessary.



CAUTION!

The items in your apartment might have been exposed to dangerous materials.

During the fire and the clean-up, your items might have been exposed to toxic materials from:

- Burning, smoking and melting plastic, rubber, metal, plaster and other things;
- Pests (e.g. insects, rodents, etc.) from your apartment or others that may have found a way into your apartment during the fire, evacuation or clean-up;
- Biological hazards (e.g., mould, fungus, bacteria, etc.) as a result of water from firefighters or flooding and the building getting cold while the power was out; and
- Other risks as well.

Your property may not be safe to take home and live with. There might be materials on your items that you cannot see or smell, but that could still make you sick.

We will help you take home any items you wish, but you take these items at your own risk. We recommend that you let us throw away anything that is not extremely important to you, and that if you do take anything away, that you have it cleaned by a professional.

I have read and understood this caution: _____
Tenant

This caution is signed in satisfaction of the landlords' duty to warn of the risk of exposure to harm.