

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2078**  
**(the “Corporation”)**

**NOTICE OF COVID-19 POLICY**

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Dear Residents,

As many of you are aware on April 15, 2020, the Province of Ontario reported COVID-19 outbreaks at 114 long-term care facilities in the Province of Ontario, 69 of which are situated in the Greater Toronto Area. Consequently, Premier Doug Ford announced on April 15, 2020, that the focus of the battle against COVID-19 in the Province of Ontario has now shifted to long-term care facilities.

Although the Corporation is not a long-term care facility; a large number of residents at the Corporation are at risk of contracting COVID-19 as a result of their age and/or an underlying health condition. Furthermore, under the *Condominium Act* and the *Occupier’s Liability Act*, the Corporation has an obligation to prevent dangerous conditions and activities from occurring on the property, and has an obligation to take reasonable steps to protect all persons on the property from foreseeable harm.

For the foregoing reasons, the Board in conjunction with the assistance of the Corporation’s solicitor has determined that the Corporation must take steps to ensure that all unit owners, residents and third parties operate, while on the property, in the safest possible manner to reduce the possibility of COVID-19 being transmitted within our condominium community. In doing so, the Board in conjunction with the assistance of the Corporation’s solicitor has created the enclosed COVID-19 Policy, which all unit owners, residents and third parties must comply with effective immediately at all times while on the property.

We wish to highlight that Section 119 of the *Condominium Act* requires that all owners and residents comply with the *Condominium Act* as well as any measures implemented by the Corporation, pursuant to Section 117 of the same. Accordingly, we trust that all unit owners, residents and third parties will comply with the enclosed COVID-19 Policy at all times while same is in force not only to protect themselves from contracting COVID-19 but to also prevent those members of our community that are the most vulnerable from contracting the same.

We would like to thank all unit owners, residents and third parties in advance for your cooperation and voluntary compliance with the enclosed COVID-19 Policy.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2078**

Per: \_\_\_\_\_

Name: 

Title: President

Per: \_\_\_\_\_

Name: 

Title: Secretary

**SCHEDULE "A"**

**COVID-19 DECLARATION**

TO: TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2078  
(the "Corporation")

I, \_\_\_\_\_, hereby confirm that as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, I:

1. Will be attending the property and entering Unit \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ for the following purpose: \_\_\_\_\_;
2. Have not travelled outside of Canada within the last 14 days, nor has anyone that I reside with;
3. Have not exhibited any symptoms indicative of COVID-19, nor have I had any contact with anyone who has exhibited symptoms indicative of COVID-19 within the last 14 days;
4. Have not tested positive for COVID-19, nor have I had any contact with anyone who has tested positive for COVID-19 within the last 14 days;
5. Am practicing all proper hygiene protocols recommended by Federal, Provincial and Municipal Chief Public Health Officers;
6. Am practicing social and physical distancing as recommended by Federal, Provincial and Municipal Chief Public Health Officers;
7. Have received a copy of the Corporation's Policies regarding COVID-19 (the "Policies"), have read the Policies, understand the Policies and agree to comply with the Policies;
8. Confirm that the foregoing statements are accurate and true; and
9. Will notify the Corporation if any of the foregoing statements are no longer true and will not enter the property if any of the foregoing statements are no longer true.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2078  
(the “Corporation”)**

**Pursuant to Section 117 of the *Condominium Act, 1998*, S.O. 1998, c. 19 (the “Act”)**

**COVID-19 POLICY**

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**WHEREAS:**

- A) Pursuant to Section 117 of the *Condominium Act, 1998*, S.O. 1998, c. 19 (the “Act”), the Corporation has an obligation to prevent dangerous conditions and activities from occurring within the units and on the common elements;
- B) Pursuant to Section 17 of the Act, the Corporation has a duty to control, manage and administer the property on behalf of the owners and has a duty to take all reasonable steps to ensure that all owners and residents comply with the Act, particularly Section 117 of the Act;
- C) The Corporation is aware that a large number of residents may be at risk of contracting COVID-19 as a result of their age and/or underlying health conditions and thus, the Corporation has determined that it must take steps to ensure that all unit owners, residents and third parties operate, while on the property, in the safest possible manner to reduce the possibility of COVID-19 being transmitted;
- D) The Corporation has conducted due diligence to confirm that COVID-19 is primarily transmitted by human-to-human sharing of mucous or saliva droplets or from the touching of surfaces contaminated by infected individuals, including those who are asymptomatic;
- E) In light of the foregoing, the Board has created the policy detailed below, which the Board has resolved is in the best interests of the Corporation; and
- F) The Board has resolved that the policy detail below shall come into force on April 16, 2020, and shall remain in force until such time as the Board in its sole and absolute discretion, acting reasonably, determines that it is no longer necessary for the following policy to be in force.

**NOW THEREFORE BE IT ENACTED AS A POLICY OF THE CORPORATION, AS FOLLOWS:**

**1) General**

- a) The recitals above are accurate and true and form part of this Policy.
- b) This Policy shall come into force on April 16, 2020, and shall remain in force until such time as the Board in its sole and absolute discretion, acting reasonably, determines that it is no longer necessary for this Policy to be in force. The Board may determine in its sole and absolute discretion, acting reasonably, that this Policy is no longer necessary when social and physical distancing are no longer recommended by Federal, Provincial and Municipal Chief Public Health Officers.
- c) This Policy shall be observed by each owner and resident and their invitees and guests, including healthcare workers, private and public personal support workers, caregivers, family members, visitors, contractors, movers, employees, guests, tenants, invitees, licensees and occupants of their unit all of whom shall comply with this Policy at all times whenever same are in force.



- d) This Policy, where applicable, shall be observed by Hearthstone Communities Services Inc. (“**Hearthstone**”) and all of its agents, employees, visitors, contractors, movers, guests, tenants, invitees, licensees and all persons for whom Hearthstone is legally responsible. In no event whatsoever shall this Policy limit or affect any of the rights of Hearthstone pursuant to any contractual arrangements or agreements between Hearthstone and the Corporation including, without limitation, the Condominium Services Agreement. In addition, the rules and internal protocols of Hearthstone (the “**Hearthstone Protocols**”) shall be observed by each owner and resident and their invitees and guests, including healthcare workers, private and public personal support workers, caregivers, family members, visitors, contractors, movers, employees, guests, tenants, invitees, licensees and occupants of their unit all of whom shall comply with the **Hearthstone Protocols** at all times whenever same are in force.
- e) The terms used in this Policy shall have the same meanings prescribed to them in the Act, unless otherwise stated herein:
- i) The term “Service Common Elements” shall mean the garbage chute rooms on each floor, the mail room, the garbage/recycling rooms, front lobby and concierge desk.
- f) All owners, residents, occupants, tenants and licensees, as well as their family members, visitors, contractors, movers, guests, servants and agents shall comply with this Policy, any other policies created by the Board from time to time, the Corporation’s Declaration, the Corporation’s By-Laws, any rules and protocols created by the Board from time to time, the Act, any municipal, provincial and federal orders and all applicable by-laws, statutes and regulations.
- g) Any and all losses, costs, expenses and damages incurred by the Corporation by reason of a breach of this Policy, the Act, the Declaration and/or any applicable laws by an owner, and/or resident, and/or their family, tenant, guest, visitor, contractor, mover, servant and/or agent, shall be paid for by the owner and may be recovered by the Corporation against the owner in the same manner as common expenses.
- h) This Policy and the sections contained herein may be amended by the Board from time to time at its sole and absolute discretion.
- i) All residents shall remain in their units at all times and shall only leave their units in order to: carry out essential tasks (such as waste disposal, essential grocery shopping, obtaining prescriptions and seeking medical attention); attend their workplace, as necessary, if they provide an essential service as determined by the Province of Ontario; walk their dog a reasonable number of times each day as determined by the Board in their sole and absolute discretion; and go for a walk outside a reasonable number of times each day as determined by the Board in their sole and absolute discretion.
- j) All persons, including residents and unit owners, who enter the property must practice all proper hygiene protocols as approved by the Board, which shall be recommended by Federal, Provincial and Municipal Chief Public Health Officers.
- k) The Corporation’s agents have the right to deny entry onto the property by any non-residents depending on their answers to the questions set out in Section 1(m) of this Policy and/or if they are exhibiting any symptoms indicative of COVID-19.
- l) Upon entering the property, all persons must immediately head to the front lobby to be screened by the Corporation’s agents as detailed in Section 1(m) of this Policy.

- m) Upon entering the property all persons will be questioned by an agent of the Corporation, and will be required to have their temperature taken and be required to answer the following questions:
- i) If they have travelled outside of Canada within the last 14 days and/or reside with anyone who has;
  - ii) If they are exhibiting any symptoms indicative of COVID-19 and if they have had any contact with anyone exhibiting symptoms indicative of COVID-19 within the last 14 days;
  - iii) If they have been to a hospital within the last 14 days and if they have had any contact with anyone who has been to a hospital within the last 14 days;
  - iv) If they have tested positive for COVID-19 and if they have been in contact with anyone who has tested positive for COVID-19 within the last 14 days;
  - v) If they are practicing all proper hygiene protocols recommended by Federal, Provincial and Municipal Chief Public Health Officers; and
  - vi) If they are practicing social and physical distancing as recommended by Federal, Provincial and Municipal Chief Public Health Officers.

## 2) **Common Elements**

- a) Residents are prohibited from accessing and using all areas closed by Hearthstone and all of the common element amenity areas closed by the Corporation.
- b) Residents are only permitted to access and use the common elements for the purposes of ingress/egress to/from their unit and the Service Common Elements or the exterior of the building, as provided in this Policy.
- c) The Corporation's cleaning staff may block off and restrict access to certain portions of the common elements when same are being cleaned by the cleaning staff. All persons will be prohibited from accessing said portions of the common elements whenever same are blocked off by the Corporation's cleaning staff.
- d) Whenever on the common elements and whenever in an elevator, all persons must ensure that they: keep a distance of at least 6 feet or 2 meters between themselves and anyone else who is not their personal support worker or anyone else who does not reside with them in their unit; and wear any personal protective equipment as may be required by the Board from time to time.

## 3) **Visitors**

- a) All non-essential visitors (including family and friends) are prohibited from visiting residents.
- b) Social gatherings are not permitted in any unit.
- c) Children under the age of 16, who do not reside at the Corporation, are not permitted on the property.
- d) Essential visitors, such as public and private personal support workers and dog walkers, must provide the Corporation with written confirmation of the following, 24 hours in advance of attending the property by providing the Corporation with a completed and executed copy of the COVID-19 Declaration attached hereto at Schedule "A":



- i) They have not travelled outside of Canada within the last 14 days nor has anyone that they reside with;
  - ii) They have not exhibited any symptoms indicative of COVID-19, nor have they had any contact with anyone who has exhibited symptoms indicative of COVID-19 within the last 14 days;
  - iii) They have not tested positive for COVID-19, nor have they had any contact with anyone who has tested positive for COVID-19 within the last 14 days;
  - iv) They are practicing all proper hygiene protocols recommended by Federal, Provincial and Municipal Chief Public Health Officers;
  - v) They are practicing social and physical distancing as recommended by Federal, Provincial and Municipal Chief Public Health Officers;
  - vi) They will notify the Corporation if any of the foregoing statements are no longer true and will not enter the property if any of the foregoing statements are no longer true; and
  - vii) They have received a copy of this Policy, have read this Policy, understand this Policy and agree to comply with this Policy.
- e) Essential visitors, such as public and private personal support workers and dog walkers, must provide the Corporation with a copy of the internal protocol that has been created and is being followed by the service provider in light of COVID-19, 24 hours in advance of attending the property.
  - f) All public and private personal support workers must wear personal protective equipment as recommended by Federal, Provincial and Municipal Chief Public Health Officers upon entering the property.

#### **4) Deliveries and Mail**

- a) All delivered parcels, food, groceries, etc. must be left with concierge.
- b) With the exception of residents who require assistance due to a medical condition and residents who are required to self-isolate in their unit under Sections 5, 6, 7 and/or 8 of this Policy, an agent of the Corporation will call residents to advise the same of any parcels, food, groceries, etc. that have been delivered for them and will arrange a time when the applicable resident can come down to the concierge desk in order to pick up their parcel, food, groceries, etc.
- c) Only one person at a single given time is permitted in the mailroom, and while waiting to enter the mailroom all persons must keep a distance of at least 6 feet or 2 meters between themselves and anyone else who is not their personal support worker or anyone else who does not reside with them in their unit.

#### **5) Residents Returning to Canada**

- a) All residents returning to Canada from abroad must:
  - i) notify property management upon their return to Canada; and
  - ii) self-isolate in their unit for at least 14 days.

- b) Anyone who resides with a resident who has returned to Canada from abroad must self-isolate in their unit for at least 14 days.

**6) Residents Who Test Positive For COVID-19**

- a) Any resident who tests positive for COVID-19 must:
  - i) immediately notify property management that they have tested positive for COVID-19 on a confidential basis; and
  - ii) self-isolate in their unit for at least 14 days.
- b) Anyone who resides with a resident who has tested positive for COVID-19 must self-isolate in their unit for at least 14 days.

**7) Residents Who Have Symptoms Indicative Of COVID-19**

- a) Any resident who has symptoms that are indicative of COVID-19 must:
  - i) immediately notify property management that they have symptoms indicative of COVID-19 on a confidential basis; and
  - ii) self-isolate in their unit for at least 14 days.
- b) Anyone who resides with a resident who has symptoms indicative of COVID-19 must self-isolate in their unit for at least 14 days.

**8) Residents Returning from the Hospital**

- a) All residents who visit a hospital and/or are admitted to a hospital must:
  - i) notify property management upon their return to property;
  - ii) enter the property wearing personal protective equipment as recommended by Federal, Provincial and Municipal Chief Public Health Officers; and
  - iii) self-isolate in their unit for at least 14 days upon returning to the property.
- b) Anyone who resides with a resident who has visited a hospital and/or was admitted to a hospital must self-isolate in their unit for at least 14 days; and must enter the property wearing personal protective equipment as recommended by Federal, Provincial and Municipal Chief Public Health Officers.

**9) Garbage/Recycling Rooms and Garbage Chute Rooms**

- a) Only one person is permitted in each of the garbage/recycling rooms on the main floor, P1, P2 and P3 at a single given time, and while waiting to enter a garbage/recycling room all persons must keep a distance of at least 6 feet or 2 meters between themselves and anyone else who is not their personal support worker or anyone else who does not reside with them in their unit.
- b) Only one person is permitted in each of the garbage chute rooms on the floors containing residential units at a single given time, and while waiting to enter a garbage chute room all persons must keep



a distance of at least 6 feet or 2 meters between themselves and anyone else who is not their personal support worker or anyone else who does not reside with them in their unit.

**10) Assistance for Self-Isolating Residents and Residents Who Require Assistance**

- a) Residents who require assistance due to a medical condition and residents who are required to self-isolate under Sections 5, 6, 7 and/or 8 of this Policy may contact property management and/or concierge staff in order to arrange for concierge staff to drop off their mail and any parcels, food, groceries, etc. delivered for them. Any mail, parcels, food, groceries, etc. dropped off by concierge staff pursuant to Section 10 of this Policy will be left at the entrance door of the resident's unit and concierge staff will knock on the unit's entry door when same are dropped off.
- b) Residents who require assistance due to a medical condition and residents who are required to self-isolate under Sections 5, 6, 7 and/or 8 of this Policy may contact property management and/or concierge staff in order to arrange for property management to pick up their garbage and recycling. All garbage and recycling to be picked up by property management pursuant to Section 10 of this Policy shall be left at the entrance door of the resident's unit on the date determined in advance.
- c) All residents who obtain the assistance in accordance with Section 10 of this Policy shall not to have any direct in-person contact with concierge staff or property management and must keep their unit's entry door closed at all applicable times.

**11) Communication with Property Management**

- a) Residents and owners may only communicate with property management via phone or email.

**12) In-Suite Renovations and/or Construction Work**

- a) All in-suite renovations and/or construction work that were scheduled to commence after April 4, 2020, are not permitted to commence or continue, and must be put on hold until further notice is provided by the Board.
- b) All in-suite renovations and/or construction work that commenced on or before April 4, 2020, which have been determined by the Board, in its sole and absolute discretion, to be non-essential are not permitted to continue and must be put on hold until further notice is provided by the Board.
- c) All in-suite renovations and/or construction work that commenced on or before April 4, 2020, which have been determined by the Board, in its sole and absolute discretion, to be essential are permitted to continue if said renovation and/or construction work and all individuals involved with the same comply with the protocol detailed below at all times:
  - i) All contractors must provide the Corporation with written confirmation of the following, 24 hours prior to attending the property by providing the Corporation with a completed and executed copy of the COVID-19 Declaration attached hereto at Schedule "A":
    - (1) That they have not travelled outside of Canada within the last 14 days, nor has anyone that they reside with;
    - (2) That they have not exhibited any symptoms indicative of COVID-19, nor have they had any contact with anyone who has exhibited symptoms indicative of COVID-19 within the last 14 days;



- (3) That they have not tested positive for COVID-19, nor have they had any contact with anyone who has tested positive for COVID-19 within the last 14 days;
  - (4) That they are practicing all proper hygiene protocols recommended by Federal, Provincial and Municipal Chief Public Health Officers;
  - (5) That they are practicing social and physical distancing as recommended by Federal, Provincial and Municipal Chief Public Health Officers;
  - (6) That no more than two (2) individuals will be in the unit at a single given time;
  - (7) That they will notify the Corporation if any of the foregoing statements are no longer true and will not enter the property if any of the foregoing statements are no longer true; and
  - (8) That they have received a copy of this Policy, have read this Policy, understand this Policy and agree to comply with this Policy.
- ii) All contractors must provide the Corporation with a copy of the internal protocol that has been created and is being followed by same in light of COVID-19 24 hours prior to attending the property.

### **13) Moves**

- a) The date, time and duration of each move-in and move-out must be reserved no less than 48 hours in advance, and the Corporation must consent to the proposed move in writing.
- b) Each move-in and move-out must:
  - i) have a designated start and stop time;
  - ii) be completed within the reserved timeframe; and
  - iii) be restricted to only the low traffic areas of the common elements that must be accessed in order to transport goods to/from the moving truck(s) and/or other vehicle(s) and the applicable unit (so that the movers and other individuals assisting with the move-in/move-out cannot access other portions of the common elements).
- c) During each move-in and move-out, other residents will be prohibited from accessing those portions of the common elements that must be accessed in order to transport goods to/from the moving truck(s) and/or other vehicle(s) and the applicable unit. All residents that may be affected by this restriction, particularly those residents that reside on the same floor as the applicable unit, will be given notice of the restriction and the duration of same no less than 24 hours in advance.
- d) After a move is completed, the portions of the common elements (including the elevator utilized) that were accessed to transport goods to/from the moving truck(s) and/or other vehicle(s) and the applicable unit must be thoroughly cleaned and disinfected by professional cleaning personnel before other residents are permitted to access the area and prior to any other scheduled move-ins/move-outs occurring.
- e) All resident(s), mover(s) and individual(s) assisting with any move-in/move-out must wear personal protective equipment at all times while on the common elements as recommended by Federal, Provincial and Municipal Chief Public Health Officers.

- f) No less than 48 hours in advance of a scheduled move-in/move-out, the moving service provider, if one has been retained, must advise the Corporation of the internal protocol being followed by same in order safeguard against the spread of COVID-19 and protect all persons involved in any move.
- g) No less than 48 hours in advance of a scheduled move-in/move-out, the resident(s), mover(s) and individual(s) assisting with the move-in/move-out must provide the Corporation with written confirmation of the following by providing the Corporation with a completed and executed copy of the COVID-19 Declaration attached hereto at Schedule "A":
  - i) That they have not travelled outside of Canada within the last 14 days, nor has anyone that they reside with;
  - ii) That they have not exhibited any symptoms indicative of COVID-19, nor have they had any contact with anyone who has exhibited symptoms indicative of COVID-19 within the last 14 days;
  - iii) That they have not tested positive for COVID-19, nor have they had any contact with anyone who has tested positive for COVID-19 within the last 14 days;
  - iv) That they are practicing all proper hygiene protocols recommended by Federal, Provincial and Municipal Chief Public Health Officers;
  - v) That they are practicing social and physical distancing as recommended by Federal, Provincial and Municipal Chief Public Health Officers;
  - vi) That they will notify the Corporation if any of the foregoing statements are no longer true and will not enter the property if any of the foregoing statements are no longer true; and
  - vii) That they have received a copy of this Policy, have read this Policy, understand this Policy and agree to comply with this Policy.

**IN WITNESS WHEREOF**, the Corporation has affixed its corporate seal attested by the hand of its duly authorized officers this 16 day of April, 2020.

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2078**

Per: [Signature]  
Name:  
Title: President

Per: [Signature]  
Name:  
Title: Secretary

I/We have authority to bind the Corporation.