

Condominium Unit Renovation Approval Request Form

Return to reception@karenking.ca



This form is intended to show the scope of work proposed, preliminary plans, timelines and proposed materials, confirming that the work intended conforms to Corporations Bylaws, ensuring the trades hired are adequately insured and that the Owner understands the liability involved. It is absolutely required for projects where electricity, gas, water or structural changes are proposed (walls, floors, windows and doors) and where there will be noise or debris or use of an elevator. It is not intended for painting or appliance replacement. Furnace and hot water tank replacement require approval, even for an emergency in the winter, especially for high efficiency models where lateral venting is proposed. If in doubt submit the application with the prescribed fee. If not required, the funds will be returned.

Application:

- Approval of your request is not to be assumed. You are not permitted to start work until you have received a signed copy of this complete application back from Karen King & Associates Inc. (on behalf of your Board of Directors).
- Any work started before an approval is issued will be considered an unauthorized renovation and subject to sanction.
- To ensure your request is able to be reviewed in a timely manner, please ensure all questions are answered, scaled drawings, material specifications and support documents are supplied. An incomplete application will delay the review and approval.
- Normal review and response time is 10 business days from the date your fully completed form is received.
- As the Owner of the Unit you are liable for all related costs to the processing of your request form, as well as any and all work carried out in relation to the work as indicated on this form and as may arise.
- The costs of all related materials and/or time incurred to process this request form will be borne by the Unit Owner, including but not limited to professional fees, permits, drawings, long distance phone calls, etc.
- If your submitted request is denied, and you wish to reapply, a new form must be completed in full and resubmitted including a new processing fee payment.
- If the request is approved, the Unit Owner is required to keep the approved request form on file for future reference. The Unit Owner is also responsible to provide the approved request form to any new Owner for their reference and future use.
- Where any requested work is in direct conflict with the Condominiums Bylaws, no approval will be considered. The Condominium Bylaws are legally binding upon all Owners.
- A/C installation is very regulated. Obtain the City's minimum standards first then obtain your Condominium's specific criteria.
- Flooring is very regulated in buildings of wood construction. Do not buy product before an approval is given.
 - 10 mm is the minimum thickness for laminate flooring with an underlayment of 70 IIC.
 - 10 mm is the minimum thickness for Luxury Vinyl with an underlayment of 6 mm cork or rubber not film or fiber.
 - Flooring less than 10 mm thickness is rarely acceptable. Flooring on concrete or use of 3/4" hardwood have some variances.
 - Carpet tiles or equivalent are not allowed. Carpet must have a higher quality underlay.
 - Kitchen, bath and entrance ways making up less than 25% of the area excluding bedrooms may have variance.
 - Soft lino for kitchens and ceramics with a subfloor for bathrooms and entrance ways may be accepted.

I have discussed flooring with my manager

Signature: _____

Summary of Work Proposed. Provide detail on an additional page(s) and include drawings for larger projects.

Owner's Name: _____ Address: _____

Condominium Corporation Name: _____ Phone #: ____ (____) _____

Email address: _____ Date: _____

Condominium Manager: _____ Date: _____

Conflict with Condominium Bylaws? _____ Approval Recommended: _____

Reason: _____

Board of Director or Designate _____ Date: _____

Position: _____ Approved. Yes No

Reason: _____

Date Returned to Applicant: _____

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Owner's Name: _____ Address: _____

Terms *I confirm I understand:*

- My obligations as outlined within my Condominium Bylaws, Rules, Regulations and any Restrictive Covenants that are in place for the Condominium or my Unit.
- My liabilities if doing this work myself. Damage and injury are not covered the Condominium Corporation's insurance.
- The Condominium Bylaws, Rules, Regulations and any Restrictive Covenants that are in place for the Condominium or Unit.
- I must obtain a Building Permit if required and display it on my front door and obtain City DIY water and electrical permits.
- All work will be done in a professional manner.
- Notices for electrical or water shut off must be submitted to Karen King & Associates 3 business days prior to the planned shut off.
- All unused materials or refuse will be properly disposed of off-site by the Owner or their trade, at the Unit Owner's cost.
- All approved work must be conducted during the work hours found in the Condominiums Rules.
- All work to be completed must meet the Alberta Building Code and all related requirements.
- All work must take neighbours and common property into consideration.

Signature: _____

If I am hiring a Contractor, I confirm I understand that:

- I must use licenced and ticketed Trades and must obtain every Trade's Liability Insurance and WCB Clearance.
- Application Approval is conditional on submitting these to the office before proceeding. Failure to submit the Trade's insurance and WCB clearance is a violation of your approval.
- If the trade is not covered under their own WCB policy, I as the Owner of the Unit, and not the Condominium, am fully responsible for the health and safety of the trades I hire, and they do not have the Condominium's permission to be on site and will be denied any access to common areas.

Signature: _____

Additional Terms upon Approval:

1. It is understood and agreed that the terms and obligations below shall run with the unit, may be registered by caveat against the unit and are binding upon the owner. As security for the performance of the owner's obligations, the owner grants a charge against the title to the unit and may be registered by caveat against the unit. Any caveat registered in respect of the owners' obligations shall be prepared and registered at the expense of the owner.
2. The owner is responsible for all repairs and upkeep of the improvements to the unit, including any associated costs. The corporation may require the owner to perform repairs and upkeep, or to pay the expenses incurred by the corporation in repair and upkeep of the improvements. The owner is further responsible for any damage that occurs to other units or common property caused as a result of the work described in this application
3. The owner, and not the corporation, is responsible for the operation, operability, or habitability of the improvements.
4. The owner, and not the corporation is liable, for any incidental interruption of continuous supply of utilities to any of the improvements, accidental damage to or destruction of the improvements, and interference with the operation or functioning of the improvements.
5. The corporation shall use its best efforts to treat the improvements as if they are part of the unit with respect to the supply of utilities or services to the improvements. The corporation shall be entitled to recover from the owner any portion of the corporation's costs related to any additional consumption of utilities and services (if any) required for the improvements.
6. The corporation may request the owner, at their expense, have improvements inspected to ensure they are in a good and safe condition. The inspection will be conducted by a person approved by the Corporation. Following the inspection, the corporation will receive a written report of the inspection including recommendations of any necessary repairs or work to be done.
7. The corporation may, acting reasonably and in good faith, request the owner remove the improvements, or any portion of the improvements as specified by the corporation, and restore the unit and any common property affected by the improvements to their condition prior to the improvements but subject to the current applicable laws, codes, safety standards, and regulations.
8. If the owner fails to fulfill their obligations within sixty (60) days of receiving notice from the corporation of that failure, the corporation shall have the right to remedy the failure and any resulting damages, costs, or expenses shall be payable by the owner to the corporation, in an amount equal to the full costs incurred by the corporation plus a management fee equivalent to 15% of the full costs incurred. This amount shall be immediately payable by the owner on demand from the corporation.

Signature: _____

Nothing in the Agreement shall be construed as providing the Owner with approval to make any modifications to the Improvements, to the Unit, or to the Common Property, which are not specified in the Agreement. Nothing in this Agreement shall be construed as limiting the powers of the Corporation outlined in the Corporation's Bylaws or the Act. Other than the assumption of this Agreement by a subsequent owner of the Unit, this Agreement is not assignable without the consent of the Parties. This Agreement is made and shall be construed in accordance with the laws of the Province of Alberta and the federal laws of Canada as applicable. The Parties agree to the exclusive jurisdiction of the courts in the Province of Alberta. Every term of this Agreement is intended to be severable. If any term is illegal or invalid, that shall not affect the validity of the remainder of this Agreement. The waiver of any breach of a term in this Agreement shall not be binding on a Party unless expressed in writing and shall not be construed as a waiver of any subsequent breach or a breach of any other term in the Agreement. No estoppel certificate issued under the Act shall limit the liability of the Owner under this Agreement, regardless of the wording of the estoppel certificate. Any amounts owed by the Owner to the Corporation pursuant to this Agreement shall be a charge against the Unit to the same extent as if they were Common Expenses (as defined in the Condominium Property Act) assessed on the Unit and must be paid within ten (10) days from the due date for payment or any unpaid amounts shall bear interest at the Interest Rate (as defined in the Corporation's Bylaws) from the date when due until paid.