

April 28, 2016

The Owners, Strata Plan BCS 1961  
c/o The Wynford Group  
815 – 1200 West 73<sup>rd</sup> Avenue  
Vancouver, BC V6P 6G5

**Attention: Ms. Susan Russell, Strata Manager**

Dear Ms. Russell,

**Re: Tides in Port Moody - 300-500 Klahanie Dr., Port Moody  
10 Year Warranty Review Report**

Sense Project No. 16A018A

Sense Engineering was retained by the Tides in Port Moody Strata Corporation to complete a 10 Year Common Property Warranty review, as per our proposal dated January 18, 2016.

As per the BC *Homeowners Protection Act*, the 10 year warranty is to covers structural defects, including:

- any defect in materials and labour that results in the failure of a load bearing part of the new home, and
- any defect which causes structural damage that materially and adversely affects the use of the new home for residential occupancy.

Based on discussions with Richard Hobson, the complex caretaker, who indicated no known structural concerns at the property, and our review of the property on April 27, 2016, which included access to common garage, stairwell, site, corridor and lobby areas as well as suites 103 and 302 in Building 300, suites 406 and 414 in Building 400 and 207 and 302 in Building 500 this letter serves to confirm that we found no apparent building deficiencies that would justify a claim against the 10 Year Common Property Warranty. Unless new or additional information becomes available, we will not be preparing, or suggest submitting, a claim against the warranty.

As part of our review on April 27<sup>th</sup>, we also reviewed the large crack in the garage foundation wall just inside the parking garage entrance (our findings are summarized in a separate letter). Although the crack appears to be the result of an oversight in the design of the building, the cracking does not impact the use of the building and technically is not a valid 10 year warranty claim. We recommend that the Strata review their files to check if the cracking was identified to the Developer within the 2 year warranty period and, if the cracking was identified, follow up with the developer and warranty provider as it appears repairs were not completed appropriately.

We identified several finish defects in the suites and corridors of the building as well as some balcony doors that are not closing or locking properly. The cracking and door issues appear to be the result of normal structural frame shrinkage and are not warrantable under the 10 year warranty.

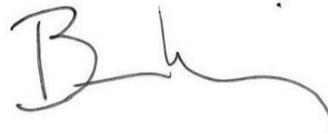
The attached limitations apply to our review and this letter.

We trust this letter meets the immediate needs of the Strata Corporation. Should you have any questions, please feel free to contact us.

Yours Truly,



**Ted Denniston**, ASCT, LEED AP  
Principal (778) 869-3035  
**Sense Engineering Ltd.**



**Brennan Vollering**, M.A.Sc., P.Eng, LEED AP  
Principal (604) 365-3664  
**Sense Engineering Ltd.**

*File Name: 16a018a.tides.10yr wr*



## LIMITATIONS

No party other than the Client (The Owners, Strata Plan BCS 1961) shall rely on the Consultant's work without the express written consent of the Consultant (*Sense Engineering Ltd.*). The scope of work and related responsibilities are defined in the Consultant's proposal and Conditions of Assignment. Any use which a third party makes of this work, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. Decisions made or actions taken as a result of our work shall be the responsibility of the parties directly involved in the decisions or actions. Any third party user of this report specifically denies any right to any claims, whether in contract, tort and/or any other cause of action in law, against the Consultant (including Sub-Consultants, their officers, agents and employees).

The work reflects the Consultant's best judgement in light of the information reviewed by them at the time of preparation. Unless otherwise agreed in writing by the Consultant, it shall not be used to express or imply warranty as to the fitness of the property for a particular purpose. This is not a certification of compliance with past or present regulations. No portion of this report may be used as a separate entity; it is written to be read in its entirety.

This work does not wholly eliminate uncertainty regarding the potential for existing or future costs, hazards or losses in connection with a property. No physical or destructive testing and no design calculations have been performed unless specifically recorded. Conditions existing, but not recorded, were not apparent given the level of study undertaken. Only conditions actually seen during examination of representative samples can be said to have been appraised and comments on the balance of the conditions are assumptions based upon extrapolation. We can perform further investigation(s) on items of concern, if so required.

Only the specific information identified has been reviewed. The Consultant is not obligated to identify mistakes or insufficiencies in the information obtained from the various sources or to verify the accuracy of the information.

The Consultant was not to investigate or provide advice, and is not investigating or providing advice, about pollutants, contaminants or hazardous materials.

The Client and other users of this report expressly deny any right to any claim, including personal injury claims, which may arise out of pollutants, contaminants or hazardous materials, including but not limited to asbestos, mould, mildew or other fungus.

As per our conditions of assignment pertaining to this project: The liability of *Sense Engineering* is limited to the Client in Contract and Tort to the amount available through *Sense Engineering's* professional liability insurance coverage. The Client expressly agrees that the individuals engaged by the Consultant shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or any other cause of action in law. The Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of the individuals in their personal capacity.

