

Electra

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To our friends and neighbours in the Residential Section of The Electra

February 11, 2009

My name is John Davies, and I'm the elected president of the Commercial Section of The Electra. Speaking on behalf of our 70 commercial owners of The Electra, we are not your enemy.

This may seem like an odd way to start a letter to you from us, but it's an accurate reflection of the times. I'm writing because we need to talk over directly with you some of the serious issues that face all of the owners in both the Residential and Commercial sections. I'm sorry that it's a bit lengthy, but a lot has happened, and we want to show you exactly why it's costing you and your fellow Residential owners a lot of money.

For one thing, we need your help in getting some urgent work done on the big cement crown that encircles the edge of the building's roof. We've known that repair work is urgent for more than a year now, and we've been trying to convince Facilitech and the Residential Council it needs to be done for some time now, but this expensive job hasn't even started. We'll show you why.

For another, your council, on the continuing advice of the Residential management company, Facilitech, has been constantly bombarding us with edicts and lawyers that have cost you a lot of money, both directly and indirectly, as well as compromising the building's security more than a few times.

By the time you finish reading this letter, you'll understand: why this is going on, with no end in sight; why we're appealing for your help; what kind of help is needed, and why we think you are the *only* people who *can* help.

Why we fired Facilitech

The Electra is divided into two sections, Residential and Commercial. Each section has responsibility for its own property, and we both share an interest in property, such as the roof, some of the major plumbing components, and the pull-through, which we all own in common. Residential, which owns about 60% of the building, is comprised of most of the tower and the residential lobby area. But Commercial property, which works out to about 40% of the building, in general covers the rest that is not commonly owned. Our portion includes 204 strata lots, such as the bottom two floors of the tower above the split lobby, the tower's mezzanine floor, all the retail area along Hornby, the school section on the plaza and a large part of the huge basement.

Each section has its own board of directors that makes decisions about their section of The Electra, collects its own maintenance fees, and has its own budget for running its own affairs. Ideally, we're supposed to work together on common property.

Facilitech is the management company that represented both sections for nine long years. Facilitech is a contractor; a special kind of contractor, but a contractor none the less.

When we on the Commercial side fired Facilitech, effective August 31, 2007, from being the management-company contractor for our section, we did so because, as business people, we could no longer put up with what it was doing -- and not doing -- on our behalf:

- ◆ It mishandled and misrepresented the size and extent of a 2007 plumbing project it got us in to that we never requested. It failed to control the plumbing contractor. It failed to tell us that the contractor was taking us to court, it missed two court appearances on our behalf that could have prevented a court judgement against us, and it failed to arrange proper representation for us before the court. When we finally brought the situation under control as best we could, that project cost us \$25,000 in unexpected expenses (not counting our legal bills);

- ◆ It often paid our normal bills late, sometimes months past due, and, by doing so, cost us hundreds and hundreds of dollars per year in unnecessary interest and penalties. When our building's \$70,000 insurance premium was due to be paid in 2007 the cheque it cut for the Residential portion bounced, marked Not Sufficient Funds. Facilitech failed to send us a copy of the invoice when it arrived, so we could pay our portion. We found out about it when a clerk from the insurance company called to warn us our payment was three months late and the insurance was about to be cancelled. We paid our portion immediately.
- ◆ Paying bills that didn't belong to Commercial with our money — like the order for nearly \$1,000 worth of cleaning our lobby carpet even though we don't have a lobby carpet — or paying bills from *other* buildings with *our* money. The building lost its gardening contractor in 2007 because it got tired of constantly phoning to get its bills paid;
- ◆ Implying it was working on projects or getting information for our Board when it wasn't. We asked Facilitech over 18 months to move our big mailboxes from the basement to each floor. Bob Adams of Facilitech, who still represents you, repeatedly told us he was working on it, and even told us how much it would cost, which we immediately approved. After we fired Facilitech, we did it ourselves, using a contracted carpenter. It took three weeks from start to finish, at a quarter of Facilitech's estimate. There was also the time when we asked Mr. Adams at a commercial council meeting about whether he had placed a lien on one unit for delinquent maintenance fees and had ordered a forced sale of another unit for the same reason. He told us that he had. The owners of those units, however, hadn't heard from the firm in months;
- ◆ In late 2006, it missed our employee payroll, which is considered in business to be a cardinal sin, even though the money was available. It didn't just do it once, it did so twice. It not only failed each time to warn us or our staff it was going to do so, so we could do something about it, it even failed to tell us *after* it happened.

Though we in the Commercial Section fired them, Facilitech was retained as the management company for the Residential section, despite the fact that in early 2007, 68% of you voted to replace the company.

Although we know from both anecdotal reports and official documents that Facilitech's failings continue to this day on your side, we also know from the same reports that your Board of Directors seems mostly untroubled by this, with a couple of directors even passionately and inexplicably strong in their support of this company's continued involvement in the affairs of The Electra.

When we fired Facilitech, we decided to manage ourselves. While it's not a solution for everybody and there was a learning curve for my Board, who volunteer their time and business skills, we managed it because, frankly, it's not that big or complex as a business.

Within a couple of months of taking over, all of our bills were being paid on time — finally — and still are. We hire contractors on our own, and pay them on our own, to get work done on Commercial common property. We're finally getting a lot done. We have our own, good relationships with these firms, and they are quite happy to work with us, knowing they don't have to chase us for the money they earned.

Before we fired them, Facilitech wasn't bothering to work on collection of delinquent maintenance fees -- at one point, 26% of such fees were late. Under proper management now, we have that reduced to 1%.

Facilitech and some members of the Residential Board, notably your president, Howard Burton and Evan Sahmet, were extremely unhappy about our decision to become self-managed. Frankly, in the 18 months since, Facilitech and its supporters have made it far more difficult for us than it needed to be.

Why? If we fail, you see, Facilitech and its supporters believe it can come riding to the rescue of the Commercial owners, and all will be right with the world again—as if—and Facilitech's contract with this building will be secure for decades to come.

Here are some examples of impediments -- and we have lots more, since we encounter interference many times per month:

- ◆ Facilitech refused to turn over our own operating funds to us for weeks after we fired them, thinking we'd be forced to hire them again just to get bills paid or contractors to do business with us. In fact, Bob Adams of Facilitech at one point told me, face to face, he would not allow us to fire his company, and he would refuse to turn over the money his company held in trust for us. That sort of thing might dissuade other Boards, but we fired him and his firm anyway. We also collect our own maintenance fees which we used to pay bills, so his other strategy didn't work, either. We eventually received money from Facilitech for our contingency account, but we remain really puzzled by how surprisingly small Facilitech's cheque for our operating account was.

- ◆ At our Commercial Annual General Meeting in the spring of 2007, we approved an audit — the first ever for the building — for the 2007/2008 financial year, which ended last spring. Facilitech had been our manager of record for six months of that year, but when our auditors asked for access to Facilitech's records to confirm our financial records during that time, the auditors were refused, and they were forced to issue a qualified audit. A qualified audit always raises eyebrows in financial circles.
- ◆ We sent a registered letter December 11, 2007 — just over a year ago and three months after we fired them — to Facilitech ordering it to stop intercepting and paying our portion of common-property bills, and to stop implying it represented us in dealing with contractors working on Electra common property. We were clear that we wanted Facilitech to immediately send us copies of any common-property bills if it received them, so we could at least pay our share to the contractor on time, and not incur penalties like Residential. Facilitech ignored us.

Last May, nine months after we fired them, Facilitech unexpectedly dropped on our desk a large pile of invoices for common-property work or supplies. It had paid those invoices on our behalf using Residential money. It did so explicitly without our permission. Facilitech expected us to immediately cut a cheque for about \$58,000, which it claimed was our 40% portion. When we looked through the bills, we found they went back to 2006, well before all of the trouble started, yet the Board of that day knew nothing about it. We also found bills dated after our December 11 letter. And, as usual for Facilitech, we also found bills in that pile for work or supplies that had nothing to do with us.

With no access to Facilitech's files, there was no way for us to tell if Facilitech had already used Commercial money, when it still had it, to repay Residential for some of these bills.

We have *no* problem paying you for anything we actually owe you. *None*. But as business people who have a legal responsibility to our owners to protect them, we're not going to hand over what amounts to a blank cheque to Facilitech on its say-so. We've tried to explain this to your Board several times, so far to no avail.

On Facilitech's advice to your Board, a \$400-per-hour lawyer Facilitech uses is now representing you by threatening in letters to all Commercial owners to place liens on their property, and demanding that each of our 70 owners pay the \$58,000 individually. Yes, the entire amount, each of us.

What Facilitech failed to tell your Board: It would have to spend \$100,000 in legal expenses (plus lawyer fees) just for Facilitech to follow through on this bullying threat. Yes, that's right; Facilitech actually proposes you spend more than \$100,000 to collect \$58,000. Since Facilitech charges you the cost of the lawyer and his expenses, in addition to Facilitech's own fees, we wonder how much that advice has cost you so far.

Of course, it's in Facilitech's best interests to have the Residential and Commercial sections argue with each other, as it takes the focus off Facilitech's many shortcomings. It knows that there is no 'third-party' to judge who is right or wrong, only us owners, and it only tells you the story about us it wants you to hear.

For example, you've probably read in your own Board's minutes that we were essentially ignoring Facilitech's lawyer about the matter, that we only sent one letter. If that was the case, Facilitech must have failed to mention the four additional letters we sent during that time as we discussed the matter with the lawyer.

By the way, the lawyer you're paying for now, the \$400-per-hour guy, is actually the second lawyer on the case. We know Facilitech hasn't said anything about firing its first lawyer on the matter just one day after I reached an understanding with him about how to co-manage the common property of the building and help resolve this kind of issue. Perhaps the first lawyer was fired because he recommended that an independent property management company be involved to help deal with common-property issues.

How Facilitech's advice — or lack of it — has cost you tens of thousands of dollars

To protect ourselves from what we consider to be a constant attack since Facilitech was fired, we've been forced to separate our operations from yours as much as possible and continue to do so—not because we want to, but because we are being required to do so. This has cost you considerable amounts of money as well.

For example (and we have lots more):

- ◆ For years, we paid for nearly half of the building's steam-heating costs -- to the tune of several thousand dollars a month -- but Facilitech's inability to pay bills on time required us to install a separate meter and set up a separate steam account, after we fired Facilitech. There's logic to it: You have 75 washing machines, 250 showers, 250 bathtubs, 250 dishwashers; we have only 13 sinks, one shower and one washing machine; you use far more hot water than we do. We now pay for only the steam heat we use, which is just a small fraction of what we used to pay, and we pay the bill on time. Because we no longer subsidize the cost of heating residential water, for instance, it means you pay quite a few thousand dollars more each month out of your maintenance fees, plus all the late-payment costs. Doing this hadn't occurred to us during co-operative times, not until after your Board and its contractor, Facilitech, forced us to separate our systems and facilities.

What's truly ironic is that one of our biggest commercial owners, about a year or so ago, offered Residential owners, through your Board, a lot of his waste heat for free—he even offered to pay for the necessary engineering, done under government permits and set-up costs to give it to you. His offer would have saved you thousands of dollars a year, year after year, in reduced steam charges. But the offer was turned down because Facilitech failed to make a simple recommendation to your Board that would have easily resolved the few objections posed by a Board member.

- ◆ Just as an aide, while we're speaking about steam costs and Facilitech: in early 2007, while we were still unified, one of the units in our common basement that controlled the steam burst internally due to a design issue. It began pouring the heat down a drain. We all first noticed it when our steam bills began suddenly climbing. It took a while for Facilitech to find it and fix it. Because of jurisdictional issues, we suggested Facilitech make a claim against Central Steam Heat for the billing overages. Facilitech said it would do so, but nothing happened. After we terminated Facilitech, we made our own claim. We recovered \$65,000, which we shared with you on the usual 60/40 split.
- ◆ We once paid nearly half of the building's water bill. We installed a \$5,000 water meter on a Commercial pipe so we'll pay only for what we use from now on, and because you have showers and dishwashers and such, you use a lot more water than we do, so we're no longer subsidizing your cost for water either. In December, we learned Facilitech hired somebody to remove the meter without our permission. The police told Facilitech to give it back to us by a specific deadline. We haven't seen it since. This action is expected to cost you about \$7,500.
- ◆ Following that severe wind storm in late 2007, the one that tore off a portion of the tiled wall of the mechanical penthouse on the tower's roof, we urged Facilitech, via the Residential Board, to pursue an insurance claim. Facilitech reported that the insurance company wouldn't cover the significant expense of the repair, on the grounds it was a problem with maintenance of the building, and thus preventable. We on the Commercial side thought this was nonsense, so we used our business expertise and took a completely different approach to the insurance company. We now have in hand a cheque from it to cover \$70,000 of the repair costs. (We'll have more to say about the mismanagement of this project a bit later in this note.)
- ◆ We were actually prevented by your Board from using the common security-camera control room, because it happened to be on residential property when we fired Facilitech. It meant we could have no access to our own camera system. We were forced to set up our own separate camera system, physically and electronically separating it from the Residential system. We had put cameras in the same common property locations that a Joint Council some years ago, in much more co-operative times, agreed with us that cameras should be placed. A few months ago, those new cameras took photographs of your Board president, Howard Burton, attempting to damage three of them with a stick and other objects. The pictures of him doing that are attached.

Those cameras are part of our security, and watch the doors going into our part of the building from a corridor that's Commercial owns in common with you. We invoiced the Residential Council for the damage, and sent along a copy of the pictures, but that bill's payment, from Facilitech, is late, too.

Last November 21, we received a letter from Facilitech, which advised the Residential Board on the matter, ordering us to remove those security cameras. It implied that we had no ‘permission’ from Mr. Burton or Mr. Sahmet for our cameras to be on Electra common property, though they were there to protect our property. We explained they *were* authorized for those locations several years ago. The explanation was rejected. Given the pictures we have of Mr. Burton, forgive us if we think he doesn’t have our best interests at heart.

The fact the cameras are there is no secret. There are signs posted nearby about video surveillance, and the cameras are in plain sight. But you have to ask yourself, why would anybody be so adamantly opposed to security cameras being in that particular corridor, doing what they’re placed there to do?

On January 8 this year, we discovered that, early in the morning, the same three cameras Mr. Burton hit, worth \$300 each, had been taken from the ceiling, the wires cut and left dangling. It wasn’t Mr. Burton; the camera’s pictures show it was a furtive young man, who somehow got through locked doors, and he ignored all Residential cameras in the area. He struck shortly after the security guard’s shift ended. Thinking The Electra had a serious security breach, we immediately turned the matter over to the police, and they eventually determined Facilitech hired the individual — he’s not an employee of any security firm. Astoundingly, Facilitech gave him a key to the building, then let him take the cameras without supervision and without our permission. The police said to give it back, and specified a date. We haven’t seen them since.

Problems getting urgent common-property work done efficiently

In November, 2007, the exterior of the utility tower, right at the top of The Electra, was damaged by a severe windstorm, with some pieces of its wall tiling thrown over the edge of the roof by the wind and landing on the public pull-through, and more parts of it ready to go. The directors of both the Residential and Commercial sections were united in our belief that it must be fixed, and quickly, before more damage could be done, or people hurt. We quickly agreed to share the cost of fixing it.

Facilitech was given charge of dealing with getting it fixed, over our strong objections.

The first part of the repair for the roof tiling, because of winter weather conditions, was urgent and protective. But there was a second part to it: The weather needed to be consistently warmer before some of the necessary construction materials could be used to complete the repair permanently. There was a big swing stage on the roof, a type of moveable support set up to help the repair crew do the temporary wall work, and normally this support structure would be taken down while we waited for late spring to arrive months later, then set up again. The construction industry does this all the time to save money, so it’s no big deal to remove it.

Facilitech decided to leave the swing stage in place, a decision that cost us all thousands of dollars extra in rental costs, since it sat up there unused for months. As we’ve experienced many times before with an unsupervised Facilitech project, it then stalled. Spring came and went, then most of the summer. Weeks of fine, clear, warm weather, went by, but Facilitech failed to get the work going while the bills for the empty swing stage kept rolling in.

Throughout the spring and summer, we urged Facilitech to get the work completed; we pleaded, we cajoled, we fumed. It made no difference to Facilitech, which provided no updates of any note to this increasingly expensive urgent project. (At one point, Mr Burton told me that Mr. Adams doesn’t have time to give us updates because, “He’s a busy man!”)

Residential and Commercial councils agreed with the contractor to provide payments within two or three days as regular milestones in the project were reached. For our portion, we paid the contractor separately as agreed. We later learned that the contractor wasn’t going to return to the job — and use the swing stage — until the Residential portion of the first bill was paid. It took 58 days for that to happen.

The job is finally done. You will not be surprised to learn it went well over budget.

Thousands upon thousands of dollars worth of Residential and Commercial maintenance fees gone, or wasted, in the last two years alone. Chalk it all up to the way Facilitech operates, and the advice it chooses to give or withhold from your Residential Board.

Facilitech, propaganda minutes and the kangaroo council

All during 2007, we tried hard to work with the two Residential people who were appointed to that year’s Joint Council (it re-forms every year, after the Annual General Meetings we each hold). The Joint Council — it’s actually the Strata Council — deals with common-property maintenance and policy issues, but it has no budget or money of its own.

I'm in business; I attend a lot of meetings. I have to confess that those Council meetings were torture for us. Evan Sahmet, who insisted on running the meetings, often called in by cell phone for sessions that ran hours longer than they need to. You know what cell phones are like. Technology is one thing, but, really, people need to see each other when they're meeting over difficult issues. During one session, he phoned in from a construction project, and was drowned out some of the time by the buzz saws and hammering going on around him. Another time, he phoned from home; a dog barked incessantly behind him.

The minutes of these meetings, taken by Bob Adams of Facilitech at Mr. Sahmet's insistence, consistently reflected items of concern to Residential, and rarely mentioned any contribution by the two people from the Commercial Section. Often, things of interest to Commercial weren't reported or aspects of the meeting were misreported to put the Commercial people in a bad light.

As a result, the first hour or so of each new meeting was spent trying to correct the minutes of the previous meeting so they would accurately reflect what actually took place, with Mr. Sahmet continually re-debating, often by phone, if you'll remember, all that had happened in that previous meeting.

It was brutal, and much of it was an unnecessary waste of time, but since the minutes are the normal way all of us owners keep track of what's going on, it was essential for us that they be accurate. We never had much success in getting them changed, as Facilitech happily reported Residential's perspective of the suggested changes, which was that we were 'argumentative.' The 'corrected' minutes ignored the views of our Commercial representatives as much as the original.

After both of our AGMs last spring, when it was time to reform the Joint Council, we began negotiating with your representatives, including Mr. Sahmet, who had returned, about how we might do things better. We talked about it, in a formal public meeting with other owners present, but we came to a stalemate. We agreed to adjourn for a bit to think about how things might be resolved.

Facilitech advised your Board to call another meeting a couple of months later, but it was done when our representatives to it were out of town, one on business, the other on vacation. The two Residential people held the meeting without us, and decided, with Facilitech's advice, that to do so was fair to us. They then appointed Facilitech as the management company for this kangaroo council, claiming it would represent us all, knowing full well our opinion of the company. All of this was—well, let's be kind and say it was tremendously disrespectful to us on the Commercial side. It's the type of stunt pulled by dishonourable people. We could have done the same, I suppose, but frankly it never occurred to us. We felt, and still feel, betrayed.

More importantly, we don't think it was legally done, so we could not take part in it if we felt that was the case.

We asked them to stop the farce; they refused. And although Mr. Tse became the kangaroo council's nominal president, Mr. Sahmet runs the meetings, as usual, in his usual way: He talks, while everybody else listens... and listens... and listens. I don't think Mr. Tse has said more than 10 words at any of the meetings.

Once established, with no moral authority or even legal authority to govern, these two people, with Facilitech's concurrence, claim to represent all of the elected directors of the entire building, and, by extension, all of you, and all of our owners. You'll remember that this Council has no money of its own. You will not be surprised by this point to learn that we have no intention of paying a penny of Facilitech's fees, or for anything else that resulted from this perverted process, and so you must bear the full expense of that decision as well.

Our request to the kangaroo council in August for professional mediation to help us resolve our issues—or, better yet, to have just plain, inexpensive co-operation—continues to be ignored.

We Residential and Commercial owners are, after all, partners in this building. We may be minority partners, but we are literally joined at the hip with each other. We on the Commercial side really don't think it's a good idea for two people who represent 60% of the building to act as though they're entitled to make 100% of the decisions on running it.

We have told the kangaroo council, the Residential Council and Facilitech clearly that we will not open Commercial wallets for any common-property project unless there is meaningful consultation with the Commercial Board. We have participated in the payment of that one urgent project in 2008, because we are pragmatic, we can actually be helpful and because we agreed to do so, but the discussions arranging it took place outside of the kangaroo council.

You might also be interested to know that, only a few months ago, a portion of The Electra's main sewer pipe broke, spewing sewage in the basement. I was the owner who discovered it, not Facilitech. That pipe is jointly owned; we all use it. We, the Commercial owners alone, called in the contractors to fix it and clean up the mess. We did it all at our own cost. What do you think are the chances Facilitech will send us a cheque for your share of the expense?

As I'll discuss in a moment, however, that tiling job on the roof was not the only urgent project. We attend the kangaroo council meetings on occasion as observers, and we always say we are observers when we arrive, and we sit in the observer chairs, not at the board table, unless we've been invited there to speak. We stay only for what interests us as individual owners, because we want to get work started on a specific project, then we leave.

You'll be intrigued to learn that the minutes of these kangaroo meetings, taken by Facilitech's Bob Adams, and later approved without discussion by the two residential directors, wrongly claim we take direct part in the decision-making of the meetings we attend. They claim we 'abstained' from voting, for instance. That implies we went along with all of the decisions these two people made, even those—and there are many of them—that are not in the best interests of Commercial owners.

At the next meeting, those minutes, with that misrepresentation clearly spelled out, are approved by the two directors with no input from us. Those minutes, as well as the minutes of the Residential Section meetings, written by Facilitech, often make us out to be the worst of people, as you have no doubt noticed.

We hope you'll now realize that no matter what you read about us in such documents, written by Facilitech, we're not your enemy, and we never have been.

The difficult Electra decisions that need to be made

I had talked earlier in this note about difficult decisions that we, as Electra owners, need to make. One is about that big, decorative overhang that encircles The Electra roof, known as the roof crown. It sticks out at the top of the building along the roof line. It looks nice, almost dainty, from the ground. It's actually several feet thick and made of tons of reinforced concrete. It's slowly disintegrating as the result of a half-century of weathering. Spalling, it drops little pieces of concrete; some of the reinforcing bars (rebars) are now exposed in places and rusting. A piece of concrete fell and cracked one of the windows in our boardroom skylight a few months ago.

Really big chunks are not going to fall off anytime soon — at least we don't think so — but we need to repair it on an urgent basis, which is what our building envelope consultants — all of us paid for their report — told us more than a year ago. Yes, you guessed it, Facilitech is in charge of getting work done on that. Although there's been a lot of paper-pushing and plenty of 'we're working on it' comments, nothing has actually been done.

Last spring, we arranged for scaffolding quotes, but Facilitech allowed them to lapse. Last fall, we brought an engineer to the kangaroo council meeting to explain, for free, exactly what's going on with the structure. Everybody listened, but nothing came of it. We found potential contractors, met them, arranged inspections with them, and brought them, also for free, to tell the kangaroo council how they'd fix it... well, still nothing's been done.

But it will be expensive; we figure about \$200,000 in total, and we're certainly prepared to pay our 40% share. We collected some of the money through a special assessment earlier this year, but we'll have to collect more. We should be wrapping up the work now, we should be making many other decisions to improve this building. Instead, we have to put up with Facilitech plot bizarre legal strategies with its \$400-per-hour lawyer, the one you pay for.

Obviously, it would have been a lot better to have the work done before these tough economic times, but we all have little alternative but to proceed. Doing nothing, which appears to be Facilitech's normal strategy, will be even more expensive. Obviously, too, it would have been helpful if that tiling project Facilitech ran hadn't wasted so much Residential and Commercial money, and had been under much stricter control and come in on time and on budget.

Your next AGM

Another of the difficult decisions to be made is this: You have your Annual General Meeting coming up in a few months. We know it's entirely up to you to decide at that meeting whom you elect to represent you in 2009 and 2010, and for you to decide who your management company is.

We'd like you to think about this: You're as tied to us as we are to you. As residential owners, you own 60% of the building, we own 40%. No matter the percentage, let me assure you that we're as equally proud of The Electra, the building, as you are. And, I'll say it again: we are not your enemy.

But we've got to fix the way we jointly run the building. What we're doing, particularly over this past year, isn't working, and it's getting worse, not better. We need to be able to work with somebody from your side who will co-operate with us at the Board level and, separately, at the management company level. Your president, Howard Burton, and director Evan Sahmet, with the concurrence and often active participation of Facilitech, demonize us. It took a lawyer's letter warning that a restraining order would be obtained against Mr Burton to keep him from harassing one of our employees.

On the other hand, in 2005 and 2006, you elected people who understood not just the concept of co-operation, but why it is essential in The Electra, and they practiced it. They understood we're all in this together. They understood its always better if we help each other in making The Electra a pleasure to own, to live in, to work in. I'll be clear, though; I'm *not* advocating who you should elect. What I'm saying is this: there are owners in your section of the building who solve problems, not create them.

Whoever you choose to represent you, whoever you want for your management company in the coming year, it's your choice, but please, please choose thoughtfully at the next AGM. Think of your own self interest in making sure your home is safe, secure and well-run. That your money is being spent productively, wisely, competently. Think of us, perhaps, and whether it's in your own, personal interest that we all respect each other, and work with each other.

But don't think of us as your enemy. We're not.

If you'd like to discuss this with me, or ask questions, I'd be pleased to hear from you. My e-mail is: johndavies_electra@shineguard.com If you'd like me to call, include your phone number with your message.

Thanks,

John Davies, President, Commercial Council, Electra

PS: We would have written earlier, but we asked Facilitech for a copy of the residential owners mailing list months ago — any owner is entitled to get a copy, under BC's *Strata Property Act*. We're still waiting for it to send us that but, as you can see, we solved that problem, too.