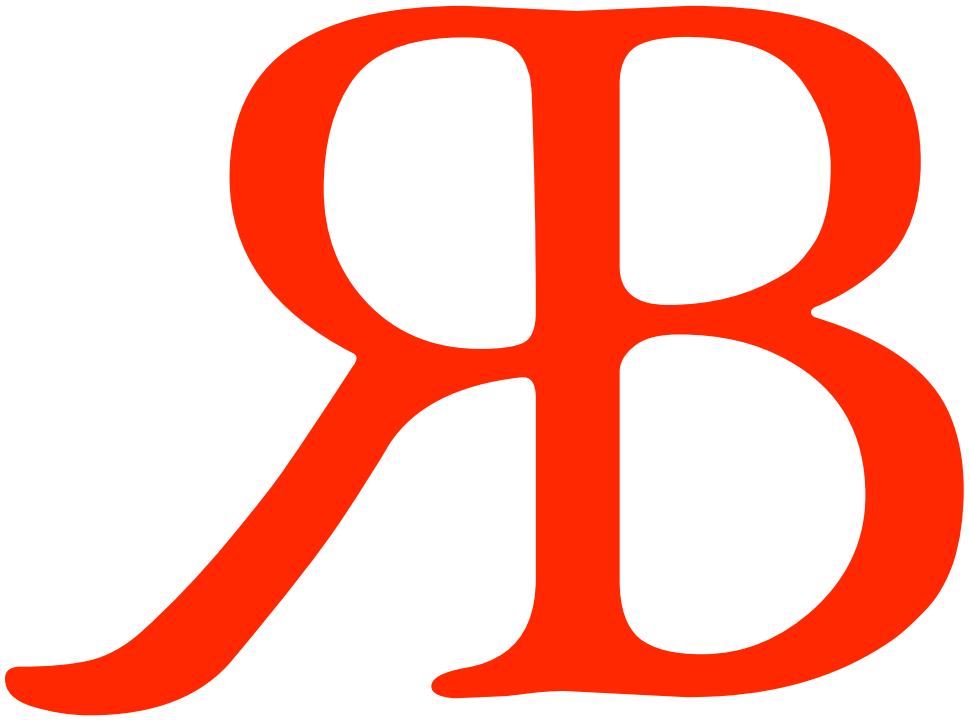


Riskboss Magazine

The Premier Source of Information on Organizational & Community Risk

Riskboss Magazine

The Premier Source of Information on Organizational & Community Risk

Spring 2019: Volume 1, Issue 1

IN THIS ISSUE

Riskboss Magazine
1914 - 25 Adelaide Street East
Toronto, Ontario, Canada, M5C 3A1
info@riskbossmagazine.com
www.riskbossmagazine.com
B: 416.863.6666

NEXT ISSUE

Illegal Access Fob Copying

Unauthorized Short Term Rentals

Police Access to Residential Condominiums

Editorial Commentary

By Samantha Wharton, Riskboss Magazine Editor

Welcome to the inaugural issue of Riskboss Magazine.

What we hope to achieve in creating this magazine is to become **the premier source of information on organizational and community risk**.

Planning for, and tackling risk head-on before incidents occur translates to higher business value through securing revenue streams, avoiding costly lawsuits, and maintenance of brand and organizational reputation.

As stated in a PricewaterhouseCoopers(PwC) report last year, "Managing Risk from the Front Line," Canadian businesses fall short globally in risk management, which makes our businesses, institutions and government agencies more vulnerable to threats. The report concluded that Canadian companies know they are exposed to disruptions due to risk but are less successful at dealing with it than global competitors. What makes it more worrisome is the respondents to the report admitted to a lack of preparation for a disruption. PwC attributed most of Canada's risk management issues to owners and leaders not considering it a primary concern; they relegate it to second or third priority.

In today's economy where competition and disruption are at an all-time high, Canadian businesses, institutions, and agencies need to take a more proactive approach to risk. Falling short on risk management shouldn't be an option, but unfortunately, it is sometimes the last thing that Boards and organizational leaders consider.

This magazine will be published twice a year; in the spring and fall and focus on the latest trends in risk to organizations and communities. We are fully interactive and want to hear from you regarding your concerns and ideas for upcoming articles by subject matter authorities that can answer hard asked questions for you.

In short, we are here to help.

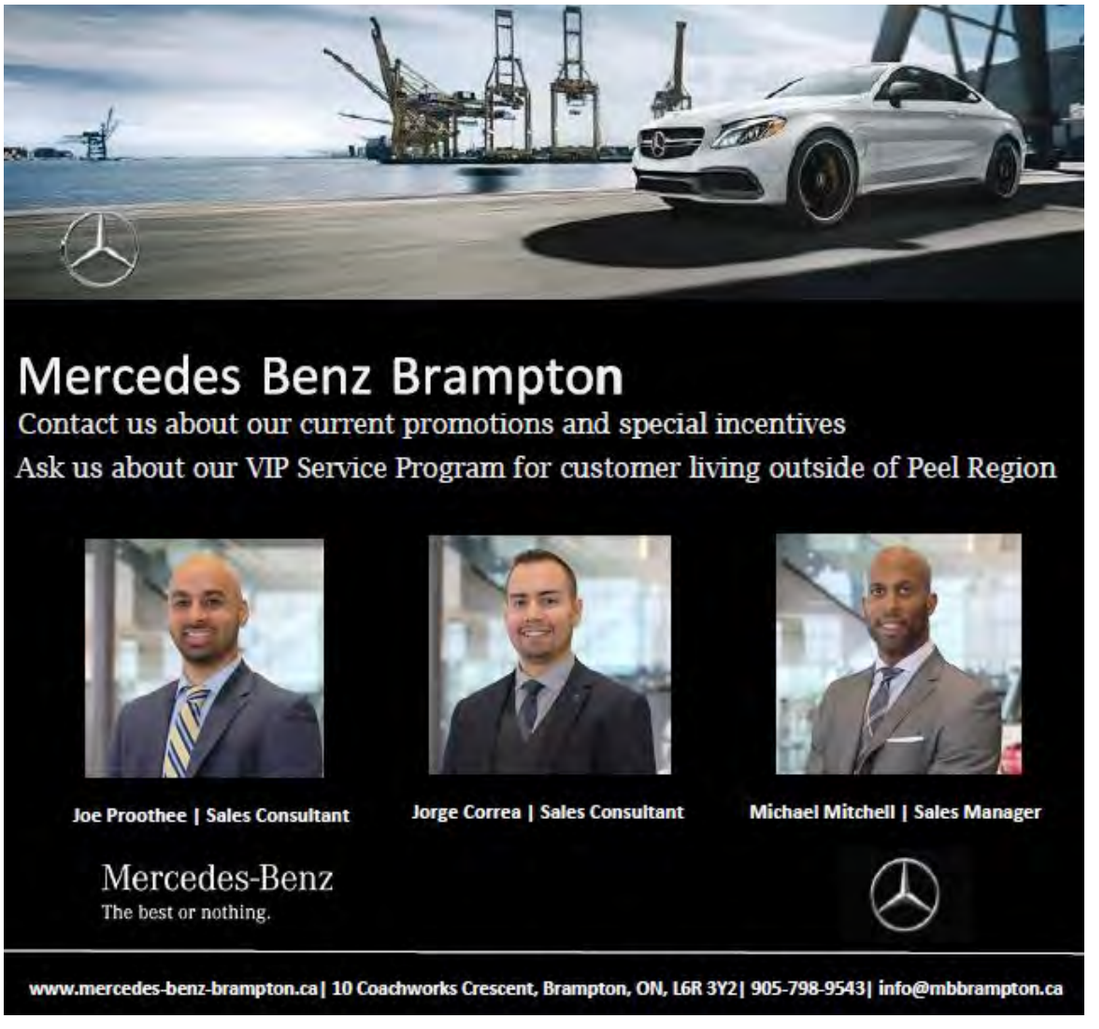
So let's get started!

Riskboss Magazine
1914 - 25 Adelaide Street East
Toronto, Ontario, Canada, M5C 3A1
www.riskbossmagazine.com

Editor: Samantha Wharton

Contact:
info@riskbossmagazine.com
B: 416.863.6666

Advertising Contact:
advertising@riskbossmagazine.com




SAMSONSHIELD
"We pledge to be the standard-bearer of unparalleled service"
THE MOST TRUSTED NAME IN RESIDENTIAL CONDOMINIUM CONCIERGE & SECURITY
Specializing exclusively in residential condominiums
Bespoke services tailored for your community
Price competitive with a commitment to value
Dependable accredited staff / intuitive client service
Risk identification and mitigation services included
1914 - 25 ADELAIDE STREET EAST
TORONTO, ONTARIO, M5C 3A1
416-214-1717
WWW.SAMSONSHIELD.COM
CCI
ACMO
BBB
TORONTO REGION BOARD OF TRADE
RETHINKING URBAN CONCIERGE

The Elephant in the Room

As described by Wikipedia, "Elephant in the room" is an American English metaphorical idiom for an obvious problem or risk that no one wants to discuss. Controversial yes; however, very necessary conversation(s) here at Riskboss Magazine. In every publication, Riskboss Magazine will address the latest Elephant in the Room to clearly answer hard asked questions.

Section 69.1 of The Labour Relations Act, 1995

By Quintin Johnstone, CEO of Riskboss Inc.

YOU are a Board member of a residential condominium in Ontario and have just been advised that your security or cleaning company needs to be replaced. A Board meeting is called to discuss the issue. In attendance is the property manager who advises that, unbeknownst to you, the existing company became unionized without your knowledge.

The lawyer for the corporation, also in attendance, shocks you by stating that regardless of your opinion and wishes, the Collective Bargaining Agreement (CBA) from the existing company will apply to any new company (whether unionized or not) that takes over the work until the Ontario Labour Relations Board orders otherwise. Your condominium solicits bids in a competitive procurement process, and quotes from both unionized and non-unionized companies are requested; however, many refuse to participate in the process as they do not want to become bound to the collective agreement.

It is an alarming but concrete example of what is happening in residential condominiums and organizations all over Ontario anywhere there are building service providers. Building service providers include persons or companies that provide cleaning, security or food services to a premises or building. It is a significant change in the labour relations landscape not only for the businesses operating in the building services provider sector but also for those organizations that they work for including residential condominiums, commercial office towers, private companies, municipalities, and even hospitals.

Changes to the Labour Relations Act, 1995 (LRA) came into effect on January 1, 2018, under the Wynn government. Under the new law, when a building service provider (unionized or non-unionized) replaces an existing unionized building service provider, the new provider is required to recognize the bargaining rights of the trade union that represents employees of the existing employer. The new provider is obligated to apply the CBA of the outgoing company; even if all employees of the former company leave the site to continue employment with their existing company elsewhere.

Effective January 1, 2018, as a direct result of Section 69.1, all collective bargaining agreements now run with the site location of the work and not employees or employers. Organizations using building service providers must engage new companies during procurement processes which are willing to adhere to the CBA that the exiting organization used.

Bill 148 adopted almost verbatim wording from the legislation created in 1992 by Bill 40 by then Premier Bob Rae. It expands the scope of the successorship provisions in the LRA; effectively restoring the 1992 version of Bill 40 that Ontario Premier Michael Harris repealed during his term.

There has been a slow but steady realization about the effects of this law since January 1, 2018. Concerned Board members are calling for change. Those affected hope that the new Ontario provincial government will repeal the legislation as Premier Harris did, but to date, they have not.

Prior to January 1, 2018 employees were free to join a union or decline, depending on their preferences. Employees were also able to select any union they wanted to represent them. When a new service provider took over, the employees of that service provider could apply to certify the same union that represented the employees of the previous provider, or select another union, or decide not to unionize. That has all changed due to Section 69.1.

Regardless of whether a new incoming provider is unionized, all employees of the new service provider at that location must become part of the outgoing company's CBA; including new employees did not negotiate and may not even agree with it.

In such cases, Section 69.1 imposes the new CBA and may cause employees to lose some or all of the protections of the bargained rights of an existing CBA.

Michael Smyth, Labour and Employment lawyer at Hicks, Morley cautions, *"Building service providers that are considering bidding on work will have to exercise due diligence to determine whether the existing building service provider is unionized and if so, the scope of bargaining rights held by the union, and the terms and conditions set out in the collective agreement."*

Smyth continued, *"That is not something that they had not had to be concerned about before January 1, 2018, as there was no mechanism for automatically transferring those bargaining rights. There is now. As a result, there will also be consequences for condominiums whose building service providers become unionized."*

Every time a building service provider succeeds in a procurement process with a new client where the existing building service provider is unionized, they are forced to use the CBA assigned to that site. Building service providers throughout Ontario have already found themselves being forced to become involved with multiple unions and involving many different CBAs due to Section 69.1. It is causing administrative nightmares for these businesses and employees.

This law has been in force for just over one year, and it already has created havoc for building service providers. Many service providers refuse to compete for unionized buildings; therefore, providing the advantage to unionized service providers over non-unionized service providers. Many organizations are forced to remain with existing unionized service providers due to a lack of interest in open competition for new providers.

Some property management firms have refrained from discussions on the topic and the impact of Section 69.1 as they feel that they must appear neutral. However, many Boards having found that their organizations have become stigmatized, are holding everyone involved accountable for failing to provide sufficient information. Once affected, there is little that an organization can do except to accept their new state of affairs.

The new reality is that the law extends successor rights, effectively attaching representational rights to a building location, rather than to an employer. It also removes choice from affected employees, contractors and building owners.

The Elephant in the Room is whether such piecemeal unionization has a place in the Ontario labour marketplace.

Whether you agree with unionization or not is not the issue. There are distinct advantages to both sides of that equation.

Gerry Miller, Managing Partner at Condominium Law Firm Gardiner Miller Arnold LLP, advises, "The impact on the condominium industry can be significant. Once a unionized service provider delivers service to a condominium corporation, that building will likely always be unionized, and that will add costs for these services which will result in higher maintenance fees for unit owners."

The issue is whether Board members are aware of the impact of Section 69.1 and what can they do to about it.

What to Do?

- As an end user of a non-unionized building service provider, Boards and property managers should seek advice from legal counsel as soon as possible to include a notice provision in all contracted service agreements that compels service providers to provide advanced notice of any material change that may affect the organization being serviced.

- When engaging building service providers for quotes, ask all competing companies to provide in writing whether the company is or has plans to unionize, or is subject to a union organizing campaign.

Let *us* sort it out.

GMA GARDINER MILLER ARNOLD LLP
BARRISTERS & SOLICITORS

The CondoLawyers™

390 Bay Street, Suite 1202, Toronto, Ontario M5H2Y2 Tel: (416) 363 2614 www.gmalaw.ca www.ontariocondolaw.com

Bill 7 - Probably One of the Most Misunderstood Laws in Ontario

By Alex Zhvanetskiy, Vice President of Samsonshield Inc.

LEGACY (or successor employee) obligations for building service provider employers (or **Bill 7** as it is commonly known as) under the Employee Standards Act, 2000 in Ontario is probably one of the most misunderstood laws in Ontario. Very often company owners, property managers, and even Board members quickly and easily get drawn into disputes related to Bill 7. What should be a straightforward process can become a nightmare for everyone involved if not handled properly.

Building service provider employees are a rare commodity in the current manic Greater Toronto Area marketplace, especially for security and cleaning services. Companies, for the most part, compete for the same pool of people. "*Poaching*" is a commonly used industry term and describes the soliciting of employees who work for other companies.

Poaching is not illegal in Ontario. In fact, companies hire Talent Acquisition Specialists openly to poach employees from competitors. Employers, in turn, have to hire *Talent Retention Specialists* to combat such activities.

Is it fair? Is it ethical?

For this discussion, we will leave that open for interpretation.

Many companies who struggle with capacity issues and companies that take on too much business without having the necessary supporting resources often engage in such practices out of desperation.

It infuriates affected company owners who spend countless hours and money training their employees only to have them poached by another firm.

Board members who become fond of specific employees that work at their buildings also become involved in poaching either directly or by way of instructing others, such as property managers, to engage in such practices. Unfortunately, this is where the line gets crossed. The risk increases the more involved Board members, and property managers become in poaching. Civil actions for breach of contract are becoming more prevalent as affected building service provider companies have had enough of these business practices.

The Intention of Bill 7

Between 1992 and 1995, the Ontario government became inundated with public complaints about unscrupulous business owners leaving their employees stranded (orphaned) when building service providers changed. All of the hard work and dedication of these employees was lost without recourse as new service providers would not recognize tenure, pay rates, and benefits, etc. In creating successor employee rights in 1995 through Bill 7, the Ontario government made a clear statement to all employers, that if employees are going to be left behind, they must be looked after.

Some company owners believe that they are legally required to hire employees of an outgoing company; that, however, is not the intention of Bill 7 nor a requirement in law. Nothing in the law forces a new building service provider to hire anyone. An incoming building service provider only has obligations towards employees that the outgoing building service provider does not intend to continue employing.

Michael Smyth, a labour and employment lawyer at Hicks Morley, suggests, "While building service providers must recognize that they will have obligations where the outgoing building service provider does intend to leave employees at the site, they need to exercise caution when pursuing employees of a building service provider that is planning on retaining its employees. The new provider has no obligation towards such employees, and could risk causing a breach of a contractual restriction in the employee's employment agreement."

Role Based Obligations: What Is Allowed and Not Allowed

Simply put, under Bill 7, the only obligation of an incoming service provider is to determine whether the outgoing company will leave behind any employees. That's it. Nothing more. It makes perfect sense that any new incoming service provider should know the jeopardy they face regarding financial and other implications of legacy employees before a new contract is signed.

The most appropriate method of fulfilling all obligations under Bill 7 is to ask the property manager. Outgoing service providers often provide declarations indicating that no employees will remain which completely satisfies all Bill 7 requirements. If there are employees that will be left behind, the outgoing service provider has a clear obligation to submit that information to the new provider through property management.

Property managers should not, under any circumstance, become an active participant in poaching activities as it puts their reputation and that of their company in jeopardy. Property managers claiming that they were following the direction of their Board is not sufficient protection and highly likely would not pass the 'Smell Test'.

It can cause unnecessary and sometimes very costly legal consequences, scrutiny, and brand stigmatization to them and their property management firm.

Incoming service providers should not approach employees while actively engaged in their workplace to offer employment. It would likely lead to harsh responses from the outgoing company, and courts have found that such activities are not only uncalled for but do interfere with existing employer/employee relationships.

Alex Young a lawyer at Gardiner, Miller, Arnold, LLP advises, "*Where a condo corporation hires a new service provider, the condo corporation should avoid compelling the new provider to interfere with the contractual relationship between the previous service provider and that provider's employees, as there may be legal liability where the condo corporation oversteps its bounds."*

The Ontario government has set out clear obligations and rights under the Employment Standards Act when taking over a new site. According to "*Your Guide to the Employment Standards Act*," published by the Ontario government:

- **The obligation of the incoming service provider** is to request information through the property manager. *"If a company becomes the new provider of the services at a building, it has the right to ask for the name, residential address, and telephone number of each employee."*
- **The obligation of the property manager** is to ask for, receive and provide the information. *"If a building owner or manager receives a request for information from a new or potential new services provider, it has the right to get the necessary information from the current or former services provider."*
- **The obligation of the outgoing service provider** is to provide information on any employee that they plan to leave behind. That is the intention of the law and outgoing service provide must provide this information when applicable.
- **The obligation of the Board** is to leave the process to the building service providers. The Board has no role in this process and should remain removed from the process.

What Happens When Employees Want to Stay

There are no ownership rights of employees by employers in Ontario. However, some companies may have a prohibition on their employees remaining at a site for a set period after they leave employment.

Restrictive covenants in employment and client agreements will limit the ability of employees to use confidential information or to solicit employees after termination of employment. Such restrictions have been considered to be reasonable given the time, money and effort that the outgoing company spent to train employees on site operations. Incoming service providers often greatly benefit from such poaching activities without having paid for such benefit.

If there is no prohibition in an Employment Agreement or Client Agreement, employees are free to choose their destiny and remain at a site. If there is such a prohibition, the employee may choose to work for the incoming service provider, but must adhere to contractual obligations including non-compete, good faith, and confidentiality requirements. Employers who hire such employees must also recognize their years of service with the previous employer.

The Takeaway

Sage advice from lawyers in the industry including labour relations experts all agree that people should abide by the law when building service providers change hands. Doing otherwise can have severe consequences and lead to lengthy and expensive litigation.

Always seek professional advice from legal experts before deciding on a strategy to change service providers.

Preparing for Critical and Post Traumatic Stress Incidents
Establishing an Employee and Family Assistance Program (EFAP)
By Dr. Sam Klarreich, Registered Psychologist & EFAP Expert

A disappointing but true fact indicates that organizations consistently lack an Employee and Family Assistance Program (EFAP) or a plan to deal with critical incidents in the workplace effectively. This is one of the most overlooked business strategies; however, it is one of the most effective methods to reduce risk and ensure employee safety.

Incidents of inappropriate behavior towards employees are well known to be commonplace in property management and security guard circles.

Incidents of workplace harassment and bullying are often unreported. Industry insiders all have their own story of such incidents and speak candidly of organizational cultures that support fear of reprisal should victims of abuse say anything. This is unacceptable under any circumstances.

Progressive organizations that are risk resilient recognize that critical incident stress disorder (CISD), post-traumatic stress disorder (PTSD), and other such afflictions can severely impact employees and have a radiating effect on their families.

Negative repercussions for employees can very often extend to co-workers. Resulting mental health issues can lead to negative consequences and can affect the health and welfare of everyone.

In cases of workplace harassment/bullying and also where employees are witness to significant events such as death or serious injury, it is incumbent upon employers to ensure that employees are thoroughly supported. Traditionally, organizations have often sent affected employees home without intervention leaving the employees and their families to their own devices to find assistance. This model does not meet the standard of care that is required by business leaders.

In such work-related incidents where employees attend hospitals and/or lose workdays incidents must be reported promptly to the Workplace Safety and Insurance Board (WSIB) as prescribed by law.

Should, for example, an employee suffer at the hands of an aggressive co-worker, building occupant or guest or be witness to a significant event, and that employee seeks medical attention, all the WSIB procedures are relevant including a duty to report. Subsequent investigations by WSIB and the Labour Board can be rigorous and highly intrusive.

Having an EFAP program as part of the organizational structure serves two purposes:

- ✓ The program first and foremost assists employees regarding their mental health and wellbeing; and
- ✓ The program also significantly reduces the risk to the organization.

Every employee reacts very differently to stressful incidents, and therefore an individualistic approach is necessary to ensure that employees are adequately supported. It is important to note that no one other than a qualified health practitioner can diagnose the issues faced by employees. The role of organizational leaders and supervisors is basically to support and to refer to qualified health professionals.

The urgency to contact employees who may have been affected by incidents such a workplace bullying or harassment cannot be understated. The timely and appropriate contact by a supervisor should be a core responsibility that must be fulfilled without exception - every time.

Incidents that are covered by EFAP may be work-related or may occur during non-working hours. Regardless, the strain and anxiety experienced by employees remain the same. A qualified health professional must treat incidents that cause employee stress promptly, usually within forty-eight (48) hours of its occurrence.

The establishment of an EFAP within an organization should be centralized through Human Resources. Confidentiality at all levels of the organization must be assured and respected if the EFAP is to remain successful and valued by front line staff. Supervisors should be limited to an *observe and report* role only regarding all incidents or behaviors that may potentially require the services of a mental health professional.

The cost for the services of an EFAP can be covered by organizations that offer extended benefits programs. For employees who do not have an extended benefits program, the cost for a debriefing session is quite nominal. It would be prudent for an organization to refer any workplace-related incidents involving affected employees for assistance and pay for the services provided.

It may be worthwhile to invite an experienced health professional to talk about CISD and PTSD and what you need to do to support your people through the creation of an EFAP within your organization.

Establishing an EFAP is simply the right thing to do!

Dr. Sam Klarreich
B.A., M.A., Ph.D., C. Psych.
Registered psychologist

Professional Offices
110 Berkeley Street
Toronto, Ontario, M5A 2W7
Office: 416 861-0716
drsam@rogers.com
www.positive-psychology.ca

Offering Wide Ranging Professional Services Across Ontario:

- ✓ Post-Traumatic Stress Disorder / Critical Incident Stress Disorder / Stress & Burnout / Violence in the Workplace counseling
- ✓ Critical incident debriefing sessions (individual and company-wide)
- ✓ Creation, design and implementation of EFAP and wellness strategies for organizations and businesses
- ✓ EFAP awareness seminars/workshops and coaching services for managers, supervisors and employees
- ✓ EFAP and Critical Incident Response governance creation for organizations

Why Dr. Klarreich?

Trusted

Accredited

Personable

Experienced

Results Oriented

- ⇨ Over twenty-five (25) years as a leading Canadian authority and expert on EFAP
- ⇨ Board Certified in Traumatic Stress
- ⇨ Noted Canadian authority on The Design and Implementation of EFAP for businesses and institutions
- ⇨ Consultant to organizations such as the Toronto Maple Leafs, Ottawa Senators, Imperial Oil, TD Bank, INCO, Medcan Health Management, and emergency responders such as the Toronto Police Service
- ⇨ Author of numerous books, publications and articles on the topic of EFAP
- ⇨ Delivered over 1800 lectures/workshops on health and performance issues such as addictions, critical incident stress, burnout, 'toxic bosses', violence in the workplace and personal empowerment
- ⇨ Radio commentator: '*Ask Dr. Sam'* on CKO radio addressing health, workplace and performance issues
- ⇨ Involved in federal and provincial task forces regarding Strategies on EFAP in the Workplace
- ⇨ Founding President of the EAP Association of Toronto (Largest EFAP Association in Canada)
- ⇨ Board of Directors & Vice President Research for the Employee Assistance Society of North America
- ⇨ Editorial Board Member of Employee Assistance Magazine & Employee Assistance Quarterly Journal

Technology is Helping the Condominium Industry
By Darryl Deen, President of Shiftsuite

When I first started developing and selling technology to the Ontario Condominium market in 2002, innovative ideas and solid software were not generally accepted. Advanced technology in the condominium industry was slow to gain favour. Fast forward 17 years, and it's a delight to see that technology is not only embraced, accepted and integrated into the condominium industry, but it is the norm rather than the exception.

Let's focus on some of the current hot topics and solutions that technology easily enables.

A current budding trend in Ontario is online proxies. Proxy forms are used by condominium unit owners when they cannot attend a meeting, typically the Annual General Meeting (AGM). Proxies provide the condominium corporation with owners' instructions during an AGM including items such as passing a by-law, or voting in directors.

The Condo Industry Proxy Problem
Mention proxy forms to most property managers, and you'll get a somewhat frustrated look. That's because there have been several issues over the years with proxies, so much so that that it complicates the ability of corporations to hold meetings. Here are some of the reasons.

1. One of the most common complaints is that the proxy form itself is difficult for an owner to fill out, and causes barriers to completion and invalidity when filled out incorrectly.
2. The collection of the proxy form by owner(s) who desire to be elected to the board can create unexpected consequences due to incomplete details that impact the wishes of the owner handing over the proxy to a potential candidate.
3. Proxy fraud is, unfortunately, a reality that does occur in Ontario condominiums regardless of the best efforts of corporations to prevent it.
4. Achieving quorum is a key element to any AGM or special meeting; however, getting the required number of owners to know about and attend the meeting is a never-ending challenge for many condominiums. Without a quorum, the meeting cannot be held, causing operational delays as well as cost overruns due to rescheduling.

Recent changes to the Ontario Condominium Act help with some of these proxy problems by specifically allowing for the use of online proxies. Software solutions gained little traction before the changes but are now wildly popular due to the effectiveness and results of using such software, which is now allowable in Ontario.

Technology Solutions
The emergence of online proxy solutions makes the process for owners and property managers much easier. It provides web services to owners by email about meetings and allowing the electronic collection of proxies in a controlled, auditable and transparent manner.

The following describes in greater detail the benefits of such online services:

Technology Solution - *Difficult Proxy Forms*: Property managers can walk unit owners through the program online in a format an average person can easily understand. The program automatically collects responses and seamlessly into Government regulated forms.

Technology Solution - *Proxy Collection:* Notice of Meeting and proxy forms are sent by email to all owners with an email address or that give electronic consent (e-consent). The information is now readily available to all parties, even multiple owners and overseas owners. It's provided in bite-sized pieces allowing ample time to review and digest it.

Technology Solution - *Proxy Fraud Prevention:* Online proxy solutions provide Two-Factor Authentication ensuring valid email addresses and a system generated owner unique, "Proxy Key." To complete a proxy form online, the owner must have received the email and also have the Proxy Key. With such a higher level of security in place, owners can complete their forms with copies emailed back to them for personal record keeping. Additionally, all proxy forms are saved to the database for future retrieval by the property manager.

Technology Solution - *Achieving Quorum:* Owners get notified beyond a piece of paper dropped at their door. Online proxy solutions make it effortless to email all owners and remove geographic barriers of absentee owners. Reminders are regularly emailed to owners ensuring that notifications about AGM meetings and proxy forms aren't lost in the barrage of emails most people receive. With owners receiving such notifications, they have the option of submitting a proxy, "For quorum purposes" allowing the corporation to conduct the meeting with maximum effectiveness.

Property management companies report that the use of online proxies has been of immense assistance. With the right technology in the right hands, condominium corporations can achieve amazing results at corporation meetings and AGM's every time.

One day people will look back at 2002 and think, "How did they ever get anything done that way?"

Massey Hall (Past, Present & Future)
By Toronto Historian Bruce Bell

In 1890 a symbolic cornerstone was laid on Shuter Street by Charles Vincent Massey, grandson of industrialist Hart Massey who gave the city $100,000 to build a grand new concert hall to honour the death of his son Charles. Planned by architect Sidney Badgley, Massey Hall eventually would cost $152,390.75 in a time when a six-bedroom house in the Toronto Annex area would set you back $1,200. Massey Hall was designed with a neoclassical facade with over a hundred stain glass windows adoring its exterior.

As legend goes, Hart Massey's 12-year-old daughter Lillian wrote out *'Massey Music Hall'* on a piece of paper, gave it to her father who then handed it to stone carvers who then carved the lettering above the main entrance doors. This lettering is still evident today; however, some letters were covered up when the exterior fire escape was installed at a later date.

The Alhambra Palace in Spain inspired the main concert hall interior with fantastic Moorish arches that spanned the width of the auditorium, then all the rage in architectural design. In 1894, the 3,500 seat Massey Hall opened with a performance of Handel's Messiah. For the next 124 years, Massey Hall would be the focal point of great music making.

In the beginning, however, it was one performer who would put Massey Hall on the map of becoming one of the world's greatest concert halls, the most famous tenor of his generation: Enrico Caruso.

Massey Hall at Opening in 1894

Caruso played the Hall twice, 1908 and 1920. By then Massey Hall was quickly earning a reputation as an auditorium with outstanding acoustics. Not everyone could afford a ticket so following the completion of his concert, Caruso went out onto the fire-escape to sing to the crowd gathered on Shuter Street who could not get a ticket.

After the Final Show Massey Hall Closed on July 1, 2018

Over the years Massey Hall became Toronto's pre-emanate concert venue with some of the 20th century's most famous people appearing on its stage including Winston Churchill, George Gershwin, Glenn Gould, Maria Callas, Vladimir Horowitz, Dalai Lama, Luciano Pavarotti, Bob Dylan, Ravi Shankar, Maureen Forrester, Cream, Neil Young, Oscar Peterson, and of course Gordon Lightfoot.

In 1967 a 29-year-old Gordon Lightfoot began a series of annual concerts that eventually would become the most solo appearances at the Hall of any performer and a defining signature of Massey Hall. Gordon Lightfoot now 79 was given the honour of being the last performer to play the legendary hall on July 1, 2018, for the final show before the 124-year-old venue closes for two years of renovations.

The architectural renderings created by KPMB Architects, the team behind the Massey Hall Revitalization Project, also include the restoration of the 100 original stained glass windows after been boarded up and concealed from view for over a century.

Plans revealed for the renovation of Massey Hall show not only new offices and a larger backstage area for performers but also a pair of exterior glass walkways that embrace the sides of the hall improving access for all.

Massey Hall Revitalization Project - KPMB Architects

Ask Riskboss

Q & A: Straight Answers to Hard Asked Questions

Question from a Toronto residential condominium property manager:

Q: Why is it that some people think it's okay to make noise until 11:00 pm and what can I do about that? It's frustrating everyone.

A: he City of Toronto Noise By-Law (Toronto Municipal Code, Chapter 591) is one of the longest standing and most powerful tools in a property manager's toolbox, yet we find that it is one of the most underused and misunderstood. The Toronto Noise By-Law has many sections, but the most restrictive and relevant section applies to residences. If any noise at any time, "Disturbs or is likely to disturb" an occupant of a residence anywhere in Toronto then an offence is committed. This section takes precedence over all other sections. There is no, "Reasonable Noise Test" in the By-Law as some would like to think so. It is an objective test. Exclusions apply for residential condominium Board approved suite renovations and outside construction by City permit but only during restricted hours. Condominiums cannot opt out of this By-Law by making Building Rules that contradicts the law.

There is an 11:00 pm noise curfew, but this only applies during outdoor community functions that have a legal permit from the City of Toronto. In such cases, permits are applied for and strictly controlled with the assistance of local City Councilors and directly supervised by City By-Law Enforcement Officers. It does not apply to residential condominium suite related noises. Many bars and taverns presume that the 11:00 pm noise curfew applies to their establishments, but it does not. In such cases, the Alcohol and Gaming Commission is the best solution because all bars must obey local laws and when AGCO Liquor Inspectors visit as a result of community complaints, bar owners listen attentively and comply completely.

The best solution for remedying residential condominium internal suite noise issues is education and awareness. Failing which, ensuring compliance through vigilant security confirmation and reporting along with follow-up by property management is a must.

Contact Riskboss for a complimentary copy of their whitepaper on residential condominium noise entitled, "*Turning Down The Volume*" at **www.riskboss.com**.

Got a question? Write to us at info@riskboss.com

RISKBOSS

Preventing the Predictable

THE MOST TRUSTED NAME IN RISK IDENTIFICATION, MITIGATION, AND MANAGEMENT

- CCTV Optimization
- Access Point Analysis
- Lighting Analysis
- Signage Analysis
- Standards & Governance
- Emergency Preparedness
- CPTED Analysis
- Health & Safety
- Process Development
- And More…

www.riskboss.com
info@riskboss.com
(416) 836-6666

LIMIT LIABILITY WITH OUR COMPREHENSIVE CONDOMINIUM RISK ASSESSMENT