

To: Fine & Deo, Lien Department (via facsimile to 905-760-0050)

You are instructed on behalf of  Condominium Corporation No.   
 (the "condominium corporation") to:

1.  **Prepare and Serve a Form 14 Notice of Lien to Owner;**

- OR -

2.  **Register a Certificate of Lien**

The condominium corporation has issued a Form 14, Notice of Lien on   
 (date)

**Please provide us with a copy of the Form 14 that was issued by the condominium corporation AND complete page 2 of this form.**

Fine & Deo may proceed on the basis that the Notice of Lien was properly issued and served, unless informed otherwise by the condominium corporation in writing.

A Form 14 was issued by Fine & Deo in accordance with our instructions dated:   
 (date)

Unit owner information and arrears are the same as the aforementioned pre-lien notice instruction form. (If arrears information is unchanged, you do not need to complete page 2 of these instructions.)

Unit owner information and arrears are **not** the same as the aforementioned pre-lien notice instruction form and all existing arrears are set out on page 2 of these instructions.

**3. Against the following unit(s):**

LEGAL DESCRIPTION:

Unit  Level  ; Unit  Level  ; Unit  Level  ;

MUNICIPAL ADDRESS:

Street Name & Number Suite City Postal Code

Names of all Owners as per the corporation's records:   
 Full Names of all Owners

Address(es) for service in the corporation's records:

Consent to Electronic Delivery

We  have  
 have not

received a completed "Agreement to Electronic Delivery" or written consent from the unit owner to communicate or send notices electronically.

\*Email address(es) provided on Agreement/Consent:

\*Notices will be served by mail and Electronic Mail where an email address is provided.

## CONDOMINIUM NOTICE OF LIEN/LIEN INSTRUCTION DETAILS

**ARREARS INFORMATION:**

JAN	\$ <input style="width: 100%;" type="text"/>	APR	\$ <input style="width: 100%;" type="text"/>	JUL	\$ <input style="width: 100%;" type="text"/>	OCT	\$ <input style="width: 100%;" type="text"/>
FEB	\$ <input style="width: 100%;" type="text"/>	MAY	\$ <input style="width: 100%;" type="text"/>	AUG	\$ <input style="width: 100%;" type="text"/>	NOV	\$ <input style="width: 100%;" type="text"/>
MAR	\$ <input style="width: 100%;" type="text"/>	JUN	\$ <input style="width: 100%;" type="text"/>	SEP	\$ <input style="width: 100%;" type="text"/>	DEC	\$ <input style="width: 100%;" type="text"/>

\* Common expenses for parking and locker units owned by the unit owner (if any) are included in the above amounts.

TOTAL: \$

**SPECIAL ASSESSMENT:** \$  . This was due on:

**N.B.:** A copy of the Notice of Special Assessment **MUST** accompany these instructions.

**CHARGEBACK(S):** \$  **\*See note below**

Amount was added to the unit owner's ledger on:

Chargeback pertains to:

\*Please be advised that if these instructions include an amount pertaining to a chargeback, we cannot guarantee same-day issuance of a Notice of Lien or registration of a lien, as legal research will be required to determine whether the chargeback is recoverable by way of a lien. Please be sure to include all documentation pertaining to the chargeback in order to expedite the legal research. If it is determined that the chargeback amount cannot be collected by way of lien, the corporation will be responsible for the legal costs associated with the legal research.

<b>ANY EXTRA EXPENSES:</b>	ADMINISTRATION FEE(S)	\$ <input style="width: 100%;" type="text"/>
	NSF CHARGES:	\$ <input style="width: 100%;" type="text"/>
	LOCKER OR PARKING SPACE RENTAL:	\$ <input style="width: 100%;" type="text"/>
	OTHER: <input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>

(Please specify and include all relevant documentation)

The common expenses for next month:  will not increase.  will increase to \$

The interest rate charged by the condominium corporation on common expense arrears is:  % per annum.  
 (Please note that our office will calculate the amount of interest due in accordance with the corporation's by-law(s))

The condominium corporation confirms that if any payments have been applied back to the unit owner's prior arrears that:

1. any cheques applied back did not specify which months any payment was to be applied to; and,
2. that the Pre-authorized Payment form, if any, for this unit(s) does not specify that payment being withdrawn from the unit owner's account must be applied to any specific month, nor does it specify that NSF payments are deemed to be an insufficiency for that particular month.

If an account ledger is provided for the above unit(s), the information on this Lien Instruction Form shall prevail.

**N.B.:** Our Office will **NOT** contact you to request further instructions to register a Certificate of Lien. It is up to the Client/Manager to forward this Instruction Form to our office at the appropriate time. Should the condominium corporation wish to cancel a Notice of Lien and/or lien that has been commenced, due to the condominium corporation's error, or due to the condominium corporation accepting payment on account of common expenses and/or special assessment due under the Notice of Lien/lien, the condominium corporation shall be responsible for all legal costs incurred.

1. Fine & Deo is authorized to proceed with any further legal action which you deem necessary to collect arrears of common expenses, interest thereon and your legal costs. You are instructed and authorized to take such action and commence such proceedings as you deem necessary or advisable.
2. You are authorized to execute and register, electronically or manually, a certificate of lien, or any deed or other documentation relating to the lien and/or Power of Sale proceedings that may take place, on our behalf.
3. Your fees for services rendered, where required, are as follows, exclusive of disbursements and applicable taxes:
  1. Notice of Lien - \$350.00;
  2. Certificate of Lien - \$600.00;
  3. Statement of Claim - \$975.00;
  4. Notice of Sale - \$1,150.00;
  5. Attornment of Rents - \$250.00;
  6. Possession Proceedings upon expiration of the Notice of Sale - \$440.00;
  7. Listing of the property once possession has been obtained - hourly rate;
  8. Drafting and execution of the Agreement of Purchase and Sale - hourly rate;
  9. Closing of the transaction - \$1,000.00
  10. Correspondence and services rendered not incidental to the above matters - \$150.00 - \$450.00 per hour, depending on the experience of the clerk or lawyer performing the work
4. Payment of legal fees and disbursements are due when accounts are forwarded to the condominium corporation. All funds received by Fine & Deo during collection efforts will be first applied to unpaid legal fees and disbursements incurred in respect of the above unit(s), or any other matter between the client, and Fine & Deo, and the balance will be paid promptly to the condominium corporation.
5. If an account or part of an account is reduced by assessment or by a Court Order, is reduced by settlement with the owner (or with his/her bank), or is uncollectible for any other reason whatsoever, the condominium corporation will be responsible for the amount of any such reduction.

The undersigned is authorized by the board of directors of the condominium corporation to render the above-noted instructions and agrees to provide a copy of these instructions to the board of directors at the next board meeting or earlier.

Dated:  , 20

Per:    
Signature Email address
   
Name and Title Contact Telephone No.
  
Business Address

I have authority to instruct Fine & Deo on behalf of the condominium corporation. As manager(s)/administrator(s)/board member(s) of the condominium corporation, the nature of our business activities is to manage the common elements and assets of the condominium corporation.