



RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

ESSEX 2 May 9, 2011

The following rules shall be observed by each owner, and the term "owner" shall include the owner of any unit in the condominium corporation and any other person(s) occupying the unit with the owner's approval, including without limitation, a dwelling unit owner's family members, tenants, invitees and/or licensees:

1. No addition, alteration, or improvement to the common elements, including any decoration or painting of any kind, shall be made to any portion of the common elements, without the prior written approval of the board, and without the execution of an AAI Agreement [as such term is defined in the declaration of the Condominium (the "Declaration"), and as contemplated by section 98(l)(b) of The Condominium Act 1998, S.O. 1998, as amended (the "Act")], entered *into* pursuant to (or in accordance with) the provisions of the Declaration.
2. Water shall not be left running unless in actual use, and no waste, garbage, rubbish, or noxious or unusual substances shall be disposed into (or down) any toilet, sink or drain. No garburator, nor any in-suite garbage disposal equipment or system, shall be installed or connected to any plumbing or drainage pipe or system serving any of the dwelling units, unless same is installed or connected by or on behalf of the Declarant. Any costs resulting from damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the owner who has (or whose family, guests, visitors, servants or agents have) caused such damage.
3. Save as otherwise hereinafter provided with respect to election advertising posters, no sign, notice, advertising material, door knocker, wreath or other object shall be inscribed, painted, affixed, hung or placed on any part of the outside of any unit (nor on the inside of any unit visible from the outside thereof), nor upon or within any portion of the common elements whatsoever, without the prior written consent of the board; and
4. No tinted, coloured, mirrored or foil-lined interior window treatments or coverings shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s).
5. No awnings, shades or shutters shall be erected over and/or outside of any windows, patios, balconies and/or front/rear yard areas, nor shall any exterior doors be removed, replaced or changed in any way, without the prior written consent of the board. No screen or storm doors or windows shall be installed within any existing door or window openings which form part of the common elements without the prior written consent of the board.
6. No hazardous, combustible or offensive goods, products, or materials shall be stored or kept in the units or common elements, without the prior written consent of the board.
7. No owner shall do, or permit anything to be done in or from his or her unit, or bring or keep anything therein, which will in any way increase the risk of fire, or the rate of fire insurance premiums with respect to any of the units or the Corporation itself, or on property kept therein, nor obstruct or interfere with the rights of the other owners, nor in any way injure or annoy them, nor conflict with the regulations of the relevant fire department, or with any insurance policy carried by the Corporation, nor conflict with any of the rules and ordinances of the local board of health, or with any municipal by-law or any provincial or federal statute or regulation.

8. Nothing shall be placed on the outside of window sills or projections, nor upon any patio, balcony and/or terrace railings, without the prior written consent of the board, and nothing shall be thrown or swept out of any windows, doors, patios, balconies and/or front/rear yard areas, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors, patios, balconies and/or front/rear yard areas, nor from any other portion of the common elements.
9. No one shall place, leave or permit to be placed or left in or upon the common elements (including those of which he or she has the exclusive use) any waste, debris, refuse or garbage except in those areas designated by the board or the manager as a central garbage depository, and only on those days and times as are designated by the board or the manager from time to time. In an effort to promote recycling, the residents shall sort out their garbage into designated recycling bins located within the designated garbage room/drop-off area(s) situate on levels 1 or A in this Condominium.
10. No one shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the board or the manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners.
11. Owners shall not overload existing electrical circuits and plumbing facilities in their units.
12. No auction or garage sale shall be held in the units or on the common elements.
13. Save as otherwise provided or contemplated in the declaration of the Corporation, the sidewalks, passageways, walkways, fire routes and driveways used in common by the owners shall not be obstructed or used for any purpose other than for ingress and egress to and from the units and/or the common elements.
14. No hanging or drying of clothes shall be allowed on (or within) any portion of the common elements, and no pulley clothesline or other similar apparatus shall be affixed to any unit or common element area.
15.
 - a) All vehicles parked within the confines of the Condominium (whether belonging to owners, residents, visitors or otherwise) must have proper license plates and be in road-worthy condition. Failure to comply with the foregoing shall entitle the Corporation to give the owner or custodian of such vehicle notice to remove same forthwith from the Condominium premises, and any failure to remove same after such notice shall entitle the Corporation to do so, all at the owner's sole cost, risk and expense (and to collect all such charges in the same manner, and to the same extent, as common expenses, and with corresponding lien rights similar to the case of common expense arrears).
 - b) Only an automobile, motorcycle, station wagon, mini-van or truck, not exceeding 1.9 metres in height, shall be parked in a designated parking space and/or parking unit. No boat, snowmobile or recreational vehicle, nor any machinery or equipment whatsoever, shall be parked or stored on any portion of the common elements, nor in a designated parking space or parking unit. No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on the common elements, or in any parking unit. No motor vehicle shall be driven on any part of the common elements other than on a driveway or designated parking area; and
 - c) The motor vehicles of visitors may be parked only in those parking spaces clearly marked or designated for visitors. Visitors must obtain a visitor parking permit from the Condominium's concierge or gatehouse security personnel (if applicable), in order to be allowed to park between the hours of 2:00 a.m. and 7:00 a.m., failing which the vehicle of any such visitor shall be tagged and/or towed away at the expense of the respective vehicle owner. The vehicles of owners and/or residents which are parked in the visitor parking areas will also be tagged and/or towed away at the expense of the respective owner or resident (as the case may be).

16. Save and except for the communication control unit (designated as Unit 1 on Level 7) and the exclusive-use common element areas appurtenant thereto, no television antennae, satellite dish, aerial, tower or similar structure (nor any appurtenances thereto) shall be erected on, or fastened to, any unit or on any portion of the common elements, without the prior written consent of the board.
17. No portable or window air-conditioning unit (or any appurtenances thereto) shall be installed within any unit or common element area.
18.
 - a) Only planter boxes and/or seasonal furniture shall be placed on or within any patio, balcony or terrace area(s), provided same have first been approved by the board or the Corporation's manager, and no patio, balcony or terrace area shall be used for any storage purposes whatsoever;
 - b) No one shall harm, mutilate, alter, liner, uproot or remove any of the landscaping work on the common elements (including without limitation, the grass, plants, hedges, shrubs, flowers or trees), nor place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the common elements, without the prior written consent of the board or the Corporation's manager, provided however that the foregoing shall not be construed as preventing any owner from planting and trimming his or her own small flowers and plants situate within any planter box located within any outdoor balcony, patio, or terrace area, the exclusive use of which has been designated or allocated to such owner's dwelling unit;
 - c) No one other than the Declarant shall be permitted to plant or install, within the confines of any outdoor balcony, patio or terrace area (nor anywhere else within the confines of the Condominium) any trees, hedges, shrubbery or any other type of foliage or flora, without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefore approved by the board or the Corporation's property manager from time to time; and
 - d) No one other than the Declarant shall be permitted to install any water feature(s) upon or within any outdoor balcony, patio or terrace area (nor anywhere else within the confines of the Condominium), without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefore approved by the board or the Corporation's property manager from time to time.
19. No owner shall be permitted to install, place, store or use any type of barbecue equipment or facility within any unit or common element area, save and except for a portable electric or natural gas barbecue (whose size and specifications have been approved by the board or the Corporation's manager) which is placed, stored and/or used solely within the outdoor exclusive-use terrace area appurtenant to an owner's dwelling unit, in accordance with Schedule "F" of the declaration. Any such natural gas barbecue can only be placed, stored or used within the outdoor exclusive-use terrace area appurtenant to an owner's dwelling unit provided that a natural gas outlet has been installed by the Declarant, or otherwise installed with the permission of the Corporation, within such outdoor terrace area. Under no circumstances, however, shall any propane barbecue be used or brought into the Condominium, nor shall any natural gas barbecue be placed, stored or used within any covered balcony or patio area.
20.
 - a) No animals, reptiles, rodents, livestock or fowl of any kind shall be permitted within any unit or common element area, other than two (2) pets per dwelling unit, with the term "pet" being defined restrictively to include only:
 - (i) a canary, a budgie, or any other small bird that is kept in a cage at all times;
 - (ii) a hamster, a gerbil, a guinea pig, a mouse or a rabbit that is kept in a cage at all times;
 - (iii) one or more turtles that are kept in an enclosed container at all times;
 - (iv) an aquarium of goldfish and/or tropical fish; and
 - (v) a dog or a cat (excluding pitbulls, dobermans, mastiffs, rottweilers, and any other similar breeds of dog

that are customarily bred or trained as "guard dogs" or "attack dogs") that are sufficiently small sufficiently small in both weight and size such that same can be easily lifted and carried throughout all portions of the common elements by the dog's or cat's owner (whenever such pet is being transported to and from such owner's dwelling unit).

- 20.b) No such pet that is deemed to be a nuisance by the board or the Condominium's property manager (in their sole and absolute discretion) shall be kept by any owner in any unit or in any part of the common elements. Each owner must ensure that his or her pet does not defecate and/or urinate upon any unit or common element area, and shall be obliged to clean up any mess that occurs thereon immediately thereafter. Should a pet owner fail to clean up after his or her pet as aforesaid, then the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks after receiving a written request from the board (or the Condominium's property manager) to remove such pet, permanently remove such pet from the property. All dogs and cats must be on a leash (or otherwise adequately constrained) when outdoors, all birds, rodents and/or turtles must be kept in their cage, and all pets must be carried by their respective owners whenever same are being transported throughout the interior common element areas, and must be accompanied by their respective owners at all times whenever same are within or upon the common elements. No breeding of animals, whether for sale or other purposes, shall be carried on within any unit and/or the common elements.
21. No unit owner shall permit or suffer the infestation of his or her unit (or any exclusive use common element area with respect thereto) by pests, insects, rodents or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the board as soon as the owner is aware of same, will render such owner liable for all costs and expenses incurred in having to eradicate such infestation from any other units) and/or the common elements.
22. Any repair work creating (or likely to cause) any noise or disturbance shall only be permitted within the hours of 9:00 a.m. and 8:00 p.m.
23. Roller-skating, skate-board riding, bicycling, ball throwing, street games (i.e. ball hockey, soccer) and other similar activities are strictly prohibited upon the common elements or within any parking units).
24. No one shall restrict or prevent any candidate running for municipal, provincial or federal office (or his or her representative) from having access to or within the Condominium, between the hours of 9:00 A.M. and 9:00 P.M., in order to canvass at the door of each of the dwelling units or to campaign in the Condominium's lobby or other common meeting area. No more than two election advertising posters, each having a size or dimension of not more than 3 feet by 3 feet, may be displayed through the window(s) of any dwelling unit, or displayed within the exclusive use common element areas appurtenant to any dwelling unit. However, no election advertising posters shall be displayed within (or affixed to) any portion of the non-exclusive use common elements areas whatsoever.
25. All costs and damages incurred by the Corporation as a result of a breach of the rules by any owner shall be borne by such owner, and be recoverable by the Corporation against such owner in the same manner as common expenses.
- 26. Rules Regarding Violence, Discrimination and Harassment**
- a) No one shall act in a manner that is deemed by the Board or management to be unmanageable, rude, disruptive, aggressive, abusive, anti-social, threatening or harassing in nature towards any board members, management, employees, agents, invitees or contractors of the corporation or management, owners or residents or guests of residents.
- b) No one shall interfere with, hinder or impede the Board, management or either of their employees or agents from carrying out their duties and obligations pursuant to the Act, the Corporation's declaration, by-laws and rules or any agreement to which the Corporation is a party.

- c) Any and all losses, costs or damages, including all legal fees, disbursements and taxes, incurred by the Corporation by reason of a breach of the above rules by any owner and/or resident of the Corporation, or any person for whom the owner and/or resident is responsible, shall be borne and/or paid for by the owner and/or resident and may be fully recovered by the Corporation against the owner in the same manner as common expenses or as may be provided in the Act or in any other lawful manner (including an order of the Court or arbitrator directing compliance as provided for in Section 134 of the Act).
- d) Should the Corporation use the oppression remedy against an owner or resident of the Corporation as provided for in Section 135 of the Act to protect the Corporation, its agents and employees and other owners and residents, it shall constitute enforcement under the Act as if it was an enforcement proceeding under Section 134 of the Act.
- e) The Corporation has adopted a Workplace Violence Prevention Policy and Workplace Discrimination and Harassment Prevention Policy, which is attached hereto as Appendix "A". All persons attending at the Corporation shall comply with the Workplace Violence Prevention Policy and Workplace Discrimination and Harassment Prevention Policy.

Please note: Most recent changes are highlighted in bold

Appendix A:

WORKPLACE VIOLENCE, DISCRIMINATION & HARASSMENT PREVENTION POLICY

A. WORKPLACE VIOLENCE PREVENTION POLICY

1. Statement of Policy

Toronto Standard Condominium Corporation No. 1723 is comprised of 314 Dwelling Units, located at 5233 Dundas Street West, Toronto, Ontario and is committed to the prevention of workplace violence and is ultimately responsible for the health and safety of all workers within its facilities. This includes the health and safety of the Corporation's employees and the employees of companies that provide services to the Corporation. Toronto Standard Condominium Corporation No. 1723 will take whatever steps are reasonable to protect its workers from workplace violence from all sources.

2. Definitions

Workplace violence is defined to be:

- a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or
- c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the employee, in a workplace, that could cause physical injury to the worker.

3. Application of Policy

Violent behaviour in the workplace is unacceptable from anyone. This policy applies to all persons who may be in any workplace Toronto Standard Condominium Corporation No. 1723. This includes the Corporation's employees, employees of other companies that provide services to the Corporation, visitors, guests, current and prospective unit owners and residents. A workplace of the Corporation is any place at which workers of the Corporation work, including the units, common elements, as well as any shared facilities. Everyone in the workplace must be dedicated to preventing workplace violence. The management team, board members of self-managed corporations, supervisors and all other workers are expected to uphold this policy and will be held accountable by the Corporation for doing so.

4. Workplace Violence Prevention Program

Toronto Standard Condominium Corporation No. 1723 has developed a Workplace Violence Prevention Program that implements this Workplace Violence Prevention Policy. It includes:

- a) an assessment of the risk of workplace violence;
- b) measures and procedures to protect workers from workplace violence;
- c) a means of summoning immediate assistance in the event of a violent or potentially violent incident;
- d) a process for workers to report incidents or raise concerns of workplace violence;
- e) a process for investigating incidents of workplace violence; and

- f) periodic reassessment of Toronto Standard Condominium Corporation No. 1723's Workplace Violence Prevention Policy and Workplace Violence Prevention Program.

Toronto Standard Condominium Corporation No. 1723 will ensure that this Workplace Violence Prevention Policy and the supporting Workplace Violence Prevention Program are implemented and maintained and that all workers and supervisors have the appropriate information and instruction to protect them and their co-workers from violence in the workplace.

5. Responsibility

All workers will adhere to this Workplace Violence Prevention Policy and the supporting Workplace Violence Prevention Program. The management team, board members of self-managed corporations and supervisors, if any, are responsible for ensuring that the measures and procedures set out in the Workplace Violence Prevention Program are followed by workers and that workers have the information they need to protect themselves and their co-workers from workplace violence.

Every worker must work in compliance with this Workplace Violence Prevention Policy and the supporting Workplace Violence Prevention Program. All workers are encouraged to raise any concerns about workplace violence and are required to report any violent incidents or threats of violence.

B. WORKPLACE DISCRIMINATION AND HARASSMENT PREVENTION POLICY

1. Statement of Policy

Toronto Standard Condominium Corporation No. 1723 recognizes the dignity and worth of all persons and to that end believes in providing and maintaining a work environment in which all employees of Toronto Standard Condominium Corporation No. 1723 and employees of companies providing services to Toronto Standard Condominium Corporation No. 1723, owners, residents, guests and visitors are free from workplace harassment.

2. Prohibited Discrimination and Harassment

First, the *Human Rights Code* provides that every person has the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability (the "prohibited grounds"). This provision means that there is a prohibition on any form of discrimination based upon a prohibited ground, save and except for differential treatment of a person that is for a reasonable and legitimate purpose (e.g. *bona fide* occupational requirement). Any form of wrongful discrimination is therefore prohibited including, but not limited to, the harassment of a person on the basis of one of the prohibited grounds.

Second, the *Human Rights Code* provides that every person who is an employee has a right to be free from harassment in the workplace because of sex by his or her employer or an agent of the employer or by another employee. The *Human Rights Code* also provides that every person has the right to be free from a sexual solicitation or advance made by a person in a position to grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that the solicitation or advance is unwelcome. The *Human Rights Code* also provides that every person has a right to be free from any reprisal or threat of reprisal for the rejection of any such sexual solicitation or advance. Third, the *Occupational Health and Safety Act*

prohibits any form of workplace harassment. It is not limited to harassment based upon prohibited grounds. It is a broader prohibition of harassment than that contained in the *Human Rights Code*.

3. Definitions

In order to understand the scope of this policy, it is necessary to set out the definitions of certain terms.

- a) "Workplace" for the Corporation's purposes means any place in Toronto Standard Condominium Corporation No. 1723 or shared facilities, if any, where work-related activities are conducted.
- b) "Harassment" means engaging in a course of vexatious comment or conduct that is known, or ought reasonably to be known, to be unwelcome. It includes unwelcome, unwanted, offensive, or objectionable conduct that may have the effect of:
 - I. creating an intimidating, hostile or offensive work environment;
 - II. interfering with an individual's work performance;
 - III. adversely affecting an individual's employment relationship; and/or
 - IV. denying an individual dignity and respect.

Harassment may result from one incident or a series of incidents. It may be directed at a specific individual or group. Examples of harassment, or discriminatory conduct which may constitute workplace harassment, include, but are not limited to:

- i. humiliating an employee of the Corporation or another employer's worker, in front of co-workers, owners, residents, visitors, guests or another employer's workers;
 - ii. the making of any work-related decision (including matters of hiring, promotion, compensation, work assignments, evaluations, training or job security) on the basis of any of the prohibited grounds rather than on the basis of merit;
 - iii. comments which are intended, or that ought reasonably to be known, to promote stereotyping of a person or persons on any of the prohibited grounds;
 - iv. jokes or comments which draw attention, for example, to a person's disability, age, ethnic, racial, or religious background or affiliation or which draw attention to a person's gender or sexual orientation with the effect of undermining such a person's role in a professional or business environment or that by their nature are known or ought reasonably to be known to be embarrassing or offensive;
 - v. derogatory remarks, verbal abuse or threats directed towards members of one gender or regarding the sexual orientation of an individual or individuals or with respect to the ethnic, racial or religious background or affiliation of an individual or group; and/or
 - vi. bullying.
- (c) "Sexual Harassment" is any unsolicited conduct, comment, or physical contact of a sexual nature that is unwelcome by the recipient. It includes, but is not limited to:
- i. any unwelcome sexual advances (oral, written or physical);
 - ii. requests for sexual favours;
 - iii. unwelcome sexual or gender related comments, innuendoes, remarks, jokes or taunts;
 - iv. unnecessary physical contact such as patting, touching, pinching or hitting;
 - v. displays of sexually degrading, offensive or derogatory material such as graffiti or pictures;
 - vi. physical or sexual assault;
 - vii. propositions of physical intimacy;
 - viii. bragging about sexual prowess;
 - ix. leering or inappropriate staring;

- x. inquiries or comments about a person's sex life or sexual behaviour; and/or sexual jokes or stories causing embarrassment or offence, that are told or carried out after the person telling the story or joke has been advised that they are embarrassing or offensive or that by their very nature are known or ought reasonably to be known to be embarrassing or offensive.

4. Application of Policy

This policy applies to all employees of Toronto Standard Condominium Corporation No. 1723 and employees of companies that provide services to Toronto Standard Condominium Corporation No. 1723, visitors, guests, current and prospective unit owners and residents. This policy covers all forms of discrimination or harassment prohibited under the *Human Rights Code* and the *Occupational Health and Safety Act*. This policy applies not only during working time, but to and during any activities on or off the premises of Toronto Standard Condominium Corporation No. 1723 that could reasonably be associated with the workplace including work related social events.

5. Workplace Discrimination and Harassment Prevention Program

In order to implement this Workplace Discrimination and Harassment Prevention Policy, Toronto Standard Condominium Corporation No. 1723 has developed the following Workplace Discrimination and Harassment Prevention Program. That Program, as more fully set out in the Program documents:

- a) includes measures and procedures for workers to report incidents of workplace discrimination or harassment;
- b) sets out how Toronto Standard Condominium Corporation No. 1723 will investigate and deal with incidents and complaints of workplace discrimination and harassment; and
- c) sets out the information, instruction and training that will be provided to all the workers of Toronto Standard Condominium Corporation No. 1723 with respect to this policy and the supporting Workplace Discrimination and Harassment Prevention Program.

6. Responsibility

All workers are responsible for ensuring that discrimination and harassment are not tolerated in the workplace. All workers when they become aware of any allegations or complaints of workplace discrimination or harassment are requested to promptly report those allegations or complaints to a manager, a supervisor, or other person as may be appropriate. The management team, board members of self-managed corporations and supervisors are responsible for providing a work environment that is free from workplace discrimination and harassment. This responsibility includes actively promoting a positive, harassment and discrimination free, work environment.

7. Investigations of Discrimination or Harassment

All complaints, reports or allegations, formal and informal, of workplace discrimination and harassment will be investigated in accordance with the Workplace Discrimination and Harassment Prevention Program of Toronto Standard Condominium Corporation No. 1723.

C. GENERAL

8. Consequences

Toronto Standard Condominium Corporation No. 1723, if the violator is an employee of the Corporation, has the sole responsibility and authority to determine the appropriate disciplinary action, if any, for a violation of the Workplace Violence Prevention Policy and/or the Workplace Discrimination and Harassment Prevention Policy. Disciplinary action for violations of these policies will take into consideration the nature and impact of the violation, and may include discipline from a

verbal or written reprimand to termination of employment without notice or compensation. If the violator works for one of the Corporation's suppliers, Toronto Standard Condominium Corporation No. 1723 may require the supplier to take disciplinary action satisfactory to the Corporation before permitting the violator to provide further services to Toronto Standard Condominium Corporation No. 1723 on behalf of the supplier or may require the supplier to provide its goods/services via another employee or both. If the violator is a resident, guest or visitor, Toronto Standard Condominium Corporation No. 1723 may pursue any and all legal remedies necessary to protect workers from further harm, which may include the involvement of police, a cease and desist order and/or a restraining order. If any work is required to be performed by Toronto Standard Condominium Corporation No. 1723 in a unit where a violator resides, Toronto Standard Condominium Corporation No. 1723 may prohibit such violator from being present in the unit while such work or repairs is being completed.

Deliberate false accusations of workplace violence, discrimination or harassment are of an equally serious nature and will also result in disciplinary action up to and including termination of employment without notice or compensation. An unproven allegation of violence, discrimination or harassment does not mean that violence, harassment or discrimination did not occur or that there was a deliberate false allegation. It may simply mean that there was insufficient evidence to proceed or that even though the complainant may have genuinely believed that there was violence, discrimination or harassment, the investigation has not borne out the complaint.

9. Reprisals

Retaliation or reprisals are prohibited against any individual who has complained of workplace violence, discrimination or harassment under these policies, or has provided information regarding such a complaint. Any such retaliation or reprisal is subject to disciplinary action, up to and including termination of employment without notice or compensation. If a complaint is made against one of the Toronto Standard Condominium Corporation No. 1723's suppliers and the supplier retaliates against the complainant, Toronto Standard Condominium Corporation No. 1723 may require the supplier to take disciplinary action satisfactory to the Corporation before permitting the violator to provide further services to Toronto Standard Condominium Corporation No. 1723 on behalf of the supplier, or may require that goods/services are provided through a different employee or both. Alleged retaliation or reprisals are subject to the same complaint procedures and penalties as complaints of discrimination and harassment.

10. Confidentiality

Toronto Standard Condominium Corporation No. 1723 recognizes that individuals may find it difficult to come forward with a complaint under this policy because of concerns of confidentiality. Therefore, all complaints concerning workplace violence or discrimination or harassment, as well as the names of parties involved, shall, to the degree possible, be treated as confidential. However, the Corporation's obligations, including the obligation to conduct an investigation into the alleged complaint may require limited disclosure. At the conclusion of each complaint process, all related documentation will be maintained for safe-keeping in a confidential manner in the management office or with the President of the Corporation's board of directors if the corporation is self-managed.

11. Complaints Against Third Parties

Toronto Standard Condominium Corporation No. 1723 recognizes that a worker may be subject to workplace violence, discrimination or harassment by co-workers, employees of other companies that provide services to Toronto Standard Condominium Corporation No. 1723, current and prospective unit owners and residents, visitors, guests and by others who conduct business with Toronto Standard Condominium Corporation No. 1723. A worker who believes that he or she has been

subjected to discrimination or harassment by a person who does not work for Toronto Standard Condominium Corporation No. 1723 may seek the advice of the management team or board members of self-managed corporations who will take whatever action is practicable and appropriate in the circumstances. The Corporation's board of directors intends to pass this policy as a rule of Toronto Standard Condominium Corporation No. 1723, so that breaches of the policy by unit owners/tenants/visitors/guests shall be dealt with as a breach of the Corporation's rules.

12. Commitment

Toronto Standard Condominium Corporation No. 1723 pledges to investigate and deal with all incidents and complaints of workplace violence, discrimination and/or harassment in a fair and timely manner, respecting the privacy of all concerned as much as possible.