



BETWEEN:

Court File No. VLC-S-S-260025

NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA



PLAINTIFFS

AND:

1324189 B.C. LTD., doing business as WHITETAIL HOMES,
WHITETAIL HOMES LTD. and
LUC GOSSELIN

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

TIME FOR RESPONSE TO CIVIL CLAIM

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF(S)

Part 1: STATEMENT OF FACTS

A. Nature of Claim

1. The within proposed class proceeding arises from the unlawful conduct of the Defendants, 1324189 B.C. LTD., doing business as, WHITETAIL HOMES (“**1324189**”), WHITETAIL HOMES LTD. (“**Whitetail**”), and/or LUC GOSSELIN (“**Gosselin**”), in regards to the sale of pre-sale development units in a multi-family residential development on lands located at 20644 Eastleigh Crescent, in the City of Langley, British Columbia (the “**Development**”). In particular, the Defendants, 1324189, Whitetail and/or Gosselin, as the developers, filed with the British Columbia Superintendent of Real Estate and subsequently issued a required Disclosure Statement, dated July 11, 2024, to purchasers, including the Plaintiffs and putative class members, that misrepresented a material fact, contrary to the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41 (“**REDMA**”), by representing that the land on which the Development is being constructed does not lie within an area which may be subject to flooding, which was false, inaccurate and misleading.

2. At all material times to the cause of action herein, and as early as October 2021, the Defendants knew, or ought reasonably to have known, that the lands of the Development were located within a floodplain and are subject to the City of Langley's ("City") Floodplain Elevation Bylaws Nos. 2768 and 3232, and that this information constituted a material fact that reasonably affected the value, price, or use of the pre-sale development units in the Development.

3. Despite that knowledge, the Defendants, 1324189 and Gosselin, provided the Disclosure Statement containing the misrepresentation of the floodplain designation of the lands of the Development to all purchasers of the pre-sale development units in the Development, including the Plaintiffs and putative class members, which they knew was false, inaccurate and misleading.

4. The Plaintiffs and putative class members purchased pre-sale development units in the Development and paid deposits in reliance on the representations made by the Defendants, 1324189 and Gosselin, in the Disclosure Statement, in particular, that the lands of the Development are not located within a floodplain.

5. The Defendants, 1324189 and Gosselin, continued to misrepresent the floodplain designation of the lands of the Development until May 22, 2025, when they amended the Disclosure Statement (the "Amended Disclosure Statement")—after securing project financing and deposit insurance—to disclose for the first time that the lands of the Development are located within a floodplain.

6. The Plaintiffs seek relief on their own behalf and putative class members for the Defendants', 1324189's, Whitetail's and/or Gosselin's, unlawful conduct, including, *inter alia*: (i) statutory relief under *REDMA*, including that the purchase agreements for the pre-sale development units in the Development are void for non-compliance and the return of all deposits paid together with interest; (ii) breach of the *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2 ("BPCPA"); (iii) breach of the *Competition Act*, R.S.C. 1985, c. C-34 ("Competition Act"); (iv) intentional misrepresentation under common law; (v) breach of contract; (vi) fraudulent concealment; and (vi) such further and other relief as this Honorable Court deems just, including punitive damages.

B. The Parties

i. Representative Plaintiffs

a) [REDACTED]

7. On July 24, 2024, the Plaintiffs, [REDACTED] entered into a Contract of Purchase and Sale of pre-sale development unit 305, Strata Lot No. 74, in the Development for personal, family or household purposes.

8. Prior to entering into the purchase agreement for the pre-sale development unit, the Plaintiffs, [REDACTED] reviewed the Disclosure Statement, including the representation regarding the floodplain designation of the lands of the Development. In particular, paragraph 4.6, Environmental Matters, of the Disclosure Statement stated, in part:

To the best of the Developer's knowledge, the land on which the Development is being constructed does not lie within an area which may be subject to flooding.

The Plaintiffs, [REDACTED] relied on this representation in deciding to purchase the pre-sale development unit.

9. Pursuant to the purchase agreement, the Plaintiffs, [REDACTED] paid an initial deposit of \$25,545.00 within seven days of execution and a second deposit of \$25,545.00 on October 23, 2024, for total deposits of \$51,090.00.

10. The purchase price for the pre-sale development unit is \$510,900.00 excluding GST, with an estimated completion date of January 20, 2027.

11. In or around May 2025, the Defendants, 1324189 and Gosselin, provided the Plaintiffs, [REDACTED] with the Amended Disclosure Statement, which amended paragraph 4.6, Environmental Matters, to read, in part:

To the best of the Developer's knowledge, the land on which the Development is being constructed does lie within an area which may be subject to flooding.

12. On August 6, 2025, the Plaintiffs, [REDACTED] delivered a notice of rescission to the Defendants, 1324189 and Gosselin, arising from their misrepresentation of the floodplain

designation of the lands of the Development in the Disclosure Statement.

13. By letter dated August 19, 2025, the Defendants, 1324189 and Gosselin, advised the Plaintiffs, [REDACTED] that they did not recognize or accept any circumstances that would give rise to a right of rescission pursuant to *REDMA* arising from the floodplain representation.

14. By letter dated September 17, 2025, the Plaintiffs, [REDACTED] again advised the Defendants, 1324189 and Gosselin, of their right to rescind the purchase agreement pursuant to *REDMA* arising from the floodplain representation.

15. By letter dated September 23, 2025, the Defendants, 1324189 and Gosselin, again advised the Plaintiffs, [REDACTED] that they did not recognize or accept any circumstances that would give rise to a right of rescission pursuant to *REDMA* arising from the floodplain representation.

b) [REDACTED]

16. On August 1, 2024, the Plaintiff, [REDACTED] entered into a Contract of Purchase and Sale of pre-sale development unit 531, Strata Lot No. 136, in the Development, for personal, family and household purposes.

17. Prior to entering into the purchase agreement for the pre-sale development unit, the Plaintiff, [REDACTED] reviewed the Disclosure Statement, including the representation regarding the floodplain designation of the lands of the Development. In particular, paragraph 4.6, Environmental Matters, of the Disclosure Statement stated, in part:

To the best of the Developer's knowledge, the land on which the Development is being constructed does not lie within an area which may be subject to flooding.

The Plaintiff, [REDACTED] relied on this representation in deciding to purchase the pre-sale development unit.

18. Pursuant to the purchase agreement, the Plaintiff, [REDACTED] paid an initial deposit of \$35,645.00 within seven days of execution and a second deposit of \$35,645.00 on November 6, 2024, for total deposits of \$71,290.00.

19. The purchase price of the pre-sale development unit is \$712,900.00 excluding GST, with an estimated completion date of January 20, 2027.

20. In or around May 2025, the Defendants, 1324189 and Gosselin, provided the Plaintiff, [REDACTED] with the Amended Disclosure Statement, which amended paragraph 4.6, Environmental Matters, to read, in part:

To the best of the Developer's knowledge, the land on which the Development is being constructed does lie within an area which may be subject to flooding.

21. By email dated May 27, 2025, the Plaintiff, [REDACTED] through her real estate agent, sought clarification from the Defendants', 1324189's and Gosselin's, marketing agent, The Partners Marketing Group Ltd., regarding the Amended Disclosure Statement with respect to the floodplain designation of the lands of the Development.

22. By email dated June 1, 2025, the Plaintiff, [REDACTED] delivered a formal notice of rescission to the Defendant, 1324189, arising from its misrepresentation of the floodplain designation of the lands of the Development in the Disclosure Statement.

23. By email dated June 5, 2025, The Partners Marketing Group Ltd. advised the Plaintiff, [REDACTED] that the Amended Disclosure Statement did not give her a right to rescind her purchase agreement.

24. By email dated June 6, 2025, the Plaintiff, [REDACTED] delivered a further formal notice of rescission to the Defendant, 1324189, arising from its misrepresentation of the floodplain designation of the lands of the Development in the Disclosure Statement.

25. By email dated June 16, 2025, the Defendant, 1324189, advised the Plaintiff, [REDACTED] that it did not recognize or accept any circumstances that would give rise to a right of rescission pursuant to *REDMA* arising from the floodplain representation, and refused to accept the Plaintiff's, [REDACTED] rescission of her purchase agreement.

ii. The Defendants

26. The Defendant, Gosselin, is a businessman having a mailing address at 104-3550

Mount Lehman Road, Abbotsford, British Columbia.

27. The Defendant, 1324189, is a company incorporated pursuant to the laws of British Columbia, with its registered and records office located at 201-33832 South Fraser Way, Abbotsford, British Columbia.

28. The Defendant, Whitetail, is a company incorporated pursuant to the laws of British Columbia, with its registered and records office located at 201-33832 South Fraser Way, Abbotsford, British Columbia.

29. At all material times to the cause of action herein, the Defendant, Gosselin, was the sole director, officer, and principal of the Defendants, 1324189 and Whitetail, and their controlling mind.

30. At all material times to the cause of action herein, the Defendants, Gosselin and Whitetail, were engaged in the business of developing, constructing, marketing, and/or selling property located in British Columbia, including townhouse projects, multi-family residential buildings, building lot subdivisions and bare land strata subdivisions, including the Development.

31. At all material times to the cause of action herein, the Defendant, Whitetail, was, and is, the parent company of the Defendant, 1324189, which was incorporated for the specific purpose of purchasing, developing, constructing, marketing and/or selling the lands of the Development.

32. At all material times to the cause of action herein, the planning, development, approval, marketing, City bylaw compliance and *REDMA* disclosure requirements relating to the Development, and the business affairs of the Defendants, 1324189, Whitetail, and Gosselin, were inextricably intertwined, such that each acted as the agent, and/or alter ego of the other.

33. Hereinafter, the Defendants, 1324189, Whitetail and Gosselin, are collectively referred to as the “**Defendants**”, unless referred to individually or otherwise.

C. The Class and Class Period

34. This action is brought on behalf of members of a class consisting of the Plaintiffs, and all other persons and/or legal entities resident in British Columbia, who purchased a pre-sale

development unit or units in the multi-family residential development located at 20644 Eastleigh Crescent, in the City of Langley, British Columbia, from the Defendant, 1324189, between July 11, 2024 to May 22, 2025 (“**Class**” or “**Class Members**”), excluding employees, officers, directors, agents of the Defendants, and their family members, class counsel, presiding judges and any person who has commenced an individual proceeding against or delivered a release to the Defendants concerning the subject of this proceeding, or such other class definition or class period as the Court may ultimately decide on the application for certification.

35. The Plaintiffs reserve the right to amend the Class definition.

D. Factual Allegations

i. The Development and its marketing

36. The lands on which the Development is located are legally described as follows:

Parcel Identifier: 032-264-488

Legal Description: LOT 1 DISTRICT LOT 37 GROUP 2 NEW
WESTMINSTER DISTRICT PLAN EPP138736

(the “**Lands**”)

37. AVA International Development Ltd. (“**AVA**”), the predecessor and pre-amalgamation corporation of the Defendant, 1324189, originally acquired title to the Lands.

38. On March 1, 2022, AVA submitted an application to the City for a development permit for the Lands.

39. At all material times to the cause of action herein, the Defendant, Gosselin, was the sole director, officer and principal of AVA, and its controlling mind.

40. On May 1, 2022, AVA and the Defendant, 1324189, were amalgamated.

41. On June 20, 2024, the Defendant, 1324189, acquired title to the Lands.

42. The Development consists of a six-story, wood-frame, 180-unit multi-family residential building constructed above a single-level, below-grade concrete parkade and storage

areas.

43. The estimated completion date of the Development is January 20, 2027.
44. On January 31, 2025, the City issued Development Permit No. 06-22 for the Development to the Defendant, 1324189.
45. On March 19, 2025, the City issued Building Permit No. BP004060 for the Development to the Defendant, 1324189.
46. The Development is marketed as “Elijah Downtown Langley Condos” on the “Whitetail Homes” website along with the Defendants’ other completed and ongoing residential development projects.
47. A separate Whitetail Homes website for Elijah Downtown Langley Condos (the “**Elijah Website**”) features, *inter alia*, architectural renderings of the exterior of the Development, photographs of a model suite, and descriptions of the amenities offered, including, the below-grade parkade and storage areas. The Elijah Website also includes floor plans for the various development units offered for sale and a site plan depicting the layout of the Development.
48. Additionally, the Elijah Website identifies the location of the Development, highlights its proximity to downtown Langley and nearby attractions, amenities, and restaurants, and includes a toggleable map showing the precise location of the Development.
49. The Elijah Website provides access to a downloadable PDF document titled the “Info Pack,” which contains the foregoing information together with pre-sale development unit pricing and related sales materials.

ii. **Lands affected by Floodplain Elevation Bylaw**

50. On June 7, 2010, pursuant to Section 524 of the *Local Government Act*, R.S.B.C. 2015, c. 1, the City enacted Floodplain Elevation Bylaw No. 2768 (the “**Floodplain Elevation Bylaw**”) in response to the risk of flood damage, including risks associated with climate change.
51. In or about 2023, the City amended the Floodplain Elevation Bylaw by enacting Amendment No. 1, 2023, Bylaw No. 3232, to address increased flood risk associated with climate

change and to reduce exposure to flooding risks for new developments by minimizing potential damage to structures and property due to flooding.

52. The Floodplain Elevation Bylaw designates lands subject to floodplain restrictions in Schedule A, entitled “Designated Floodplain and Flood Construction Levels for the Nicomekl River, Murray Creek, Logan Creek, and Jeffries Brook” (the “**Floodplain**”).

53. The Floodplain Elevation Bylaw establishes the minimum elevation at which building foundations and habitable areas, defined as any room or space with headroom greater than 1.8 m (5.9 feet) within a building or structure that is or can be used for human occupancy, commercial sales, or the storage of goods, possessions, or equipment (including furnaces) that would be subject to damage if flooded, must be constructed within designated floodplain areas.

54. The Floodplain Elevation Bylaw specifies Flood Construction Levels (“**FCLs**”) as measured in meters (m) above the Geodetic Survey of Canada datum (Coordinate System: NAD 1983 CSRS UTM Zone 10N; Vertical Datum: CGVD2013) for specific parcels of land located within the Floodplain.

55. The FCLs are area-specific and consist of the designated flood level established by the City plus an allowance for freeboard, the vertical distance between the maximum anticipated water level (like a flood or high tide) and the top of a structure.

56. The FCL applicable to a particular parcel of land within an area is determined by interpolation between its two closest contour line levels as shown on Schedule A to the Floodplain Elevation Bylaw.

57. The Lands are located within the Floodplain and are subject to the Floodplain Elevation Bylaw. As a result, all construction of habitable areas must be constructed at or above the applicable FCL in compliance with the Floodplain Elevation Bylaw.

iii. Defendants’ knowledge that the Lands lie in the Floodplain

58. As early as at least October 2021, the Defendants knew, or ought to have known, that the Lands were located within the Floodplain and subject to the Flood Elevation Bylaw, including, *inter alia*, through communications between their architects, engineers, representatives,

consultants, and/or agents, and the City.

59. On October 28, 2021, by email, the Defendants' architects, Keystone Architecture and Planning Ltd. ("Keystone"), expressly acknowledged to the City that the Lands were subject to the Floodplain Elevation Bylaw and further, that the Development was required to be designed in accordance with the applicable FCL.

60. On April 4 and 19, 2022, by email, the City again advised the Defendants that the Lands were subject to the Floodplain Elevation Bylaw and further, that the Development was required to be designed in compliance with the applicable FCL.

61. On July 27, 2022, by letter to the City, Keystone confirmed that the below-grade parkade and storage areas at level P1 of the Development had been designed in compliance with the applicable FCL and further, that all mechanical and electrical service spaces would be located above grade to comply with floodplain requirements.

62. On September 1, 2022, the City convened an interdepartmental meeting in relation to the application for a development permit for the Development.

63. On September 2, 2022, the City provided written comments to the Defendants arising from its interdepartmental meeting, including, *inter alia*, the following floodplain-related requirements regarding the Development:

- (a) that a flood assessment is required; and
- (b) that the placement of the elevator machine room in the below-grade parkade and storage areas at level P1 of the Development is to be addressed by a geotechnical engineer.

64. In or around September 2022, by email, the Defendants communicated with the City regarding floodplain compliance, including, *inter alia*, the scope of the required flood assessment report and the qualifications of professionals authorized to prepare such a report.

65. On September 23, 2022, by email, the City advised the Defendants that a flood assessment report must be prepared by a qualified professional who is either a professional

engineer or geoscientist who meets the education, training, and experience requirements prescribed by the Engineers and Geoscientists British Columbia.

66. On September 26, 2022, by email, Keystone and the Defendants exchanged internal communications regarding consulting a geotechnical engineer for the purpose of preparing a flood assessment report.

67. On October 6, 2022, by letter, the Defendants confirmed to the City that a geotechnical consultant would prepare and submit a flood assessment report prior to submission of the building permit application for the Development.

68. In or around October 2022, by email, the City further advised the Defendants that it had updated its floodplain studies, was in the process of amending the Floodplain Elevation Bylaw, and repeated that the Lands are located within the Floodplain and are subject to the Floodplain Elevation Bylaw, and that all construction on the Lands was required to comply with the applicable FCL.

69. On May 9, 2024, as part of its development permit review process, the City issued to the Defendants a list of outstanding deficiencies required to be addressed prior to the issuance of a development permit for the Development, including, *inter alia*, confirmation that the Lands are located in the Floodplain, and the following floodplain-related requirements:

- (a) submission of a signed and sealed flood assessment report prepared by a qualified professional engineer;
- (b) registration of a restrictive covenant pursuant to section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250, against the title to the Lands;
- (c) relocation of the building elevator machine room to an elevation above the applicable FCL; and
- (d) installation of visible signage within the below-grade parkade and storage areas identifying flood hazards.

70. The City further required that the flood assessment report include a flood assurance

statement from a geotechnical engineer confirming that the Lands are located within the Floodplain and may be used for the intended purpose only if constructed in compliance with the Floodplain Elevation Bylaw and applicable FCL (the “**Flood Assurance Statement**”).

71. On June 12, 2025, by email, the City advised the Defendants that while the flood assessment report is not required at the development permit stage, it is mandatory before the issuance of a building permit for the Development.

iv. The Defendants’ misrepresentation regarding the Floodplain designation of the Lands

a) Disclosure Statement and the Contracts of Purchase and Sale

72. Despite the Defendants’ knowledge regarding the floodplain designation of the Lands as early as October 2021, they misrepresented and concealed the floodplain designation of the Lands from the Plaintiffs and Class Members.

73. On July 11, 2024, the Defendants, 1324189 and Gosselin, expressly misrepresented in the Disclosure Statement that:

To the best of the Developer’s knowledge, the land on which the Development is being constructed does not lie within an area which may be subject to flooding. [emphasis added].

74. The Disclosure Statement was executed by the Defendants, 1324189 and Gosselin.

75. The Disclosure Statement and subsequent amendments thereto are incorporated by reference into each and every purchase agreement entered into between the Defendant, 1324189, and the Class Members, for the pre-sale development units.

76. Pursuant to paragraph 31 of the standard form purchase agreement, each agreement was subject to a financing condition permitting the Defendant, 1324189, to terminate the agreement if it was unable to enter into binding purchase agreements for a minimum of 100 pre-sale development units in the Development by July 16, 2025, as a precondition to obtaining project financing.

b) Flood Assessment Report

77. As early as July 2024, the Defendants retained Ebbwater Consulting Inc.

(“Ebbwater”), geotechnical engineers, to prepare a flood assessment report for the Lands (the “**Flood Assessment Report**”) in response to the City’s requirements under the Floodplain Elevation Bylaw and as a prerequisite to the issuance of a building permit for the Development.

78. On July 16 and 31, 2024, Ebbwater contacted the City to inquire whether it had specific requirements with respect to the preparation of flood assessment reports for developments located within the Floodplain.

79. On August 19, 2024, the City advised Ebbwater that the Flood Assurance Statement was required as part of the Flood Assessment Report.

80. The Ebbwater Flood Assessment Report was finalized on November 14, 2024, and was subsequently submitted to the City’s Building Department on December 2, 2024.

81. In preparing its Flood Assessment Report, Ebbwater conducted an on-site survey of the Lands and relied on information obtained from public sources, the City, and/or the Defendants, including, without limitation:

- (a) the Flood Elevation Bylaw;
- (b) the Niomekl River Floodplain Mapping (NHC Ltd., 2022) for the City; and
- (c) site plans with gradings provided by Keystone.

82. In its Flood Assessment Report, Ebbwater expressly acknowledged and confirmed that the Lands are located within the Floodplain and are subject to the Floodplain Elevation Bylaw.

83. By interpolating between the nearest FCL contour lines applicable to the Lands, Ebbwater determined the FCLs for the Lands to be approximately 9.63 m, 9.25 m, and 9.23 m at the western, eastern, and southern corners of the Lands, respectively, above the designated flood level.

84. Ebbwater further concluded in its Flood Assessment Report that:

- (a) the top of the concrete slab for the habitable areas of the Development, at approximately 10.5 m above the designated flood level, which is above the applicable

FCL; and

(b) the Development includes a below-grade level parkade and storage areas with elevations ranging from approximately 8.5 m to 9.0 m above the designated flood level, which is below the applicable FCL and hence is subject to flooding.

85. In light of the identified flood risk to the below-grade parkade and storage areas of the Development, Ebbwater recommended multiple flood-mitigation measures in its Flood Assessment Report, including the following:

(a) designing below-grade parkade and storage areas of the Development using materials capable of withstanding short-term flooding;

(b) installation of non-return valves for drains and sewers to prevent backflow from public systems;

(c) implementation of temporary or permanent flood-barrier systems at entry points below the Flood Construction Levels to prevent floodwater ingress, including:

(i) permanent flood-proof doors that function as normal doors but are watertight when secured; and

(ii) temporary barrier systems, including reusable modular barriers suitable for rapid deployment and on-site storage;

(d) provision of a sump system within the underground parking area to collect and pump out floodwater; and

(e) posting of visible signage at entry points warning users that the parking garage and bicycle storage areas are not protected from the risk of floodwater damage.

86. Ebbwater concluded that the Lands are exposed to flood hazard.

c) Restrictive covenant, project financing and deposit insurance

87. On March 7, 2025, or shortly before, the Defendant, 1324189, had sold at least 100 pre-sale development units in the Development, thereby satisfying the pre-sale threshold required

to secure project financing.

88. On March 7, 2025, a mortgage and assignment of rents in favor of Toronto-Dominion Bank, as the project financing lender, were registered against title to the Lands.

89. On March 14, 2025, the Defendant, 1324189, entered into a section 219 restrictive covenant with the City, and on the same date registered the restrictive covenant against title to the Lands, attaching the Ebbwater Flood Assessment Report and expressly acknowledging that the Lands are located within the Floodplain and subject to the Floodplain Elevation Bylaw.

90. In or about early May 2025, the Defendant, 1324189, obtained deposit insurance on the deposits paid by the Plaintiffs and Class Members from Aviva Insurance Company of Canada (“Aviva”).

91. On May 15, 2025, the Defendant, 1324189, registered a mortgage and assignment of rents in favor of Aviva against the title to the Lands.

92. On May 22, 2025, it was only after securing project financing, obtaining the Flood Assessment Report, registering the section 219 restrictive covenant, and obtaining deposit insurance, that the Defendants, 1324189 and Gosselin, provided an Amended Disclosure Statement to the Plaintiffs and Class Members, which for the first time stated:

To the best of the Developer's knowledge, the land on which the Development is being constructed does lie within an area which may be subject to flooding. [emphasis added.]

93. The Defendants, 1324189 and Gosselin, executed the Amended Disclosure Statement.

Part 2: RELIEF SOUGHT

94. The Plaintiffs, on their own behalf and Class Members, claim against the Defendants, jointly and severally, as follows:

- (a) an order certifying this action as a class proceeding pursuant to the *Class Proceeding Act*, R.S.B.C. 1996, c. 50 (“**CPA**”) and appointing the Plaintiffs as the named representatives;

(b) a declaration that the Defendants, 1324189 and Gosselin, misrepresented a material fact in the Disclosure Statement contrary to section 14(2) of *REDMA*;

(c) a declaration that the Defendant, Gosselin, is personally liable for misrepresenting a material fact in the Disclosure Statement pursuant to section 22(3)(b) of *REDMA*, and is consequently liable to the Plaintiffs and Class Members for damages;

(d) a declaration that the purchase agreements for the pre-sale development units in the Development between the Defendant, 1324189, and the Class Members are void for non-compliance pursuant to section 23(1) of *REDMA*;

(e) in the alternative, a declaration that the Defendant, 1324189, breached the purchase agreements for the pre-sale development units in the Development between the Defendant, 1324189, and the Class Members;

(f) a declaration that the Defendants, 1324189, Whitetail and/or Gosselin:

(i) engaged in unfair practices contrary to sections 4 and 5 of the *BPCPA*;

(ii) breached sections 36 and/or 52 of the *Competition Act*;

(iii) fraudulently concealed the floodplain designation of the Lands of the Development from the Plaintiffs and Class Members; and

(iv) made intentional misrepresentations at common law,

and are consequently liable to the Plaintiffs and Class Members for damages.

(g) an order directing repayment and/or return of all deposits paid by Class Members with respect to the purchase agreements for the pre-sale development units in the Development between the Defendant, 1324189, and the Class Members together with interest;

(h) in the alternative, an order directing repayment and/or return of all deposits paid by Class Members with respect to the purchase agreements for the pre-sale

development units in the Development between the Defendant, 1324189, and the Class Members together with interest, pursuant to section 172(3)(a) of the *BPCPA*;

(i) in the further alternative, an order rescinding the purchase agreements for the pre-sale development units in the Development between the Defendant, 1324189, and the Class Members pursuant to section 172(3)(a) of the *BPCPA*;

(j) an order directing the Defendants to advertise any adverse findings against them pursuant to section 172(3)(c) of the *BPCPA*;

(k) a declaration that it is not in the interests of justice to require that notice be given, where applicable, under the *BPCPA*, and waiving any such applicable notice provisions;

(l) an order enjoining the Defendants from continuing their unlawful and unfair business practices as alleged herein;

(m) damages for misrepresentation;

(n) an order pursuant to section 29 of the *CPA* directing an aggregate assessment of damages;

(o) costs of notice and administering the plan of distribution of the recovery in this action plus applicable taxes pursuant to section 24 of the *CPA*;

(p) damages, including actual, compensatory, incidental, statutory and consequential damages;

(q) punitive damages;

(r) costs of investigation pursuant to section 36 of the *Competition Act*;

(s) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and

(t) such further and other relief as this Honorable Court may seem just.

Part 3: LEGAL BASIS

A. Causes of Action

i. ***REDMA Misrepresentation Claim***

95. The Plaintiffs and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

96. At all material times to the cause of action herein, the Development constituted a “development property” and the pre-sale development units sold to the Plaintiffs and Class Members constituted “development units” within the meaning of *REDMA*.

97. At all material times to the cause of action herein, the Defendants were “*developers*” and/or persons acting on behalf of a developer as defined by *REDMA*.

98. At all material times to the cause of action herein, the Defendant, Gosselin, was ~~the~~ director, officer, principal and controlling mind of the Defendants, and a person described in sections 22(3)(b)(iii), (iv) and (v) of *REDMA*. The Defendant, Gosselin, signed, authorized, and permitted the filing and use of the Disclosure Statement and Amended Disclosure Statement.

99. Pursuant to sections 14(1) and (2) of *REDMA*, the Defendants, 1324189 and Gosselin, were required to file a disclosure statement with the British Columbia Superintendent of Real Estate that, *inter alia*, plainly disclosed all material facts without any misrepresentation.

100. Section 1 of *REDMA* defines a “material fact” in relation to a development unit or development property as a fact, or a proposal to do something, that affects, or could reasonably be expected to affect, the value, price, or use of the development unit or development property

101. Reliance by a purchaser of a development unit in a development property is not required to establish liability for misrepresentation and/or failure to disclose a material fact under *REDMA*.

102. When marketing development units in the Development, the Defendants, 1324189 and Gosselin, were statutorily required to disclose all material facts in a disclosure statement and as such, Class Members have a right of action for damages and statutory remedies against the

developer, its directors, and any person who signed or authorized the disclosure statement containing a misrepresentation of a material fact.

103. Pursuant to section 16 of *REDMA*, where a developer becomes aware that a disclosure statement does not comply with *REDMA* or contains a misrepresentation, the developer must immediately file with the British Columbia Superintendent of Real Estate a new or amended disclosure statement that clearly identifies and corrects the failure to comply or the misrepresentation and must deliver it to purchasers within a reasonable time.

104. The floodplain designation of the Lands, the applicability of the Floodplain Elevation Bylaw, the applicable FCL, the risk of flooding to the below-grade parkade and storage areas of the Development, and the need for flood mitigation measures constituted material facts within the meaning of *REDMA*.

105. The Disclosure Statement contained misrepresentations and/or failed to disclose material facts to Class Members, including, but not limited to:

- (a) representing that the Lands did not lie within an area subject to flooding;
- (b) failing to disclose the consequences of the floodplain designation;
- (c) failing to disclose that the Lands were subject to the Floodplain Elevation Bylaw and applicable FCL;
- (d) failing to disclose the risk of flooding to below-grade parkade and storage areas of the Development;
- (e) failing to disclose the conclusions, findings, and mitigation recommendations contained in the Flood Assessment Report; and
- (f) failing to disclose the floodplain designation of the Lands of the Development considering its effect, or reasonably foreseeable effect, on the value, price, and use of the development unit, including, *inter alia*, increased insurance coverage and premium, strata fees, and special levies.

106. Further, the Amended Disclosure Statement failed to disclose material facts to Class

Members, including, but not limited to:

- (a) failing to disclose the consequences of the floodplain designation;
- (b) failing to disclose that the Lands were subject to the Floodplain Elevation Bylaw and applicable FCL;
- (c) failing to disclose the risk of flooding to below-grade parkade and storage areas of the Development;
- (d) failing to disclose the conclusions, findings, and mitigation recommendations contained in the Flood Assessment Report; and
- (e) failing to disclose the floodplain designation of the Lands of the Development considering its effect, or reasonably foreseeable effect, on the value, price, and use of the development unit, including, *inter alia*, increased insurance coverage and premium, strata fees, and special levies.

107. The misrepresentations and/or omissions were material and rendered the Disclosure Statement non-compliant with *REDMA* as such misrepresentations and/or omissions would:

- (a) influence the decision of a reasonable purchaser of a development unit;
- (b) affect the cost and availability of insurance for development units and associated personal property;
- (c) expose purchasers to reasonably foreseeable flood-related loss and inconvenience;
- (d) adversely affect marketability and resale value of a development unit; and
- (e) relate to risks that cannot be reasonably mitigated without fundamental changes to the design of the Development,

and as such, affected, or could reasonably be expected to affect, the value, price, or use of the development unit in the Development.

108. At the time the Disclosure Statement and/or Amended Disclosure Statement were filed with the British Columbia Superintendent of Real Estate and delivered to Class Members:

- (a) the Defendants, knew or ought to have known, that the Lands were located within the Floodplain;
- (b) the Defendants had retained a geotechnical engineer to prepare a Flood Assessment Report confirming the floodplain designation and flood risks with respect to the Lands; and
- (c) the Defendant, 1324189, had entered into and registered a restrictive covenant attaching the Flood Assessment Report to title.

109. Despite this knowledge, the Defendants failed to make plain disclosure of all material facts as required by *REDMA* with respect to the Development. In particular, that the Lands were located in the Floodplain.

110. The Defendants further failed to deliver the Amended Disclosure Statement within a reasonable time, as required by *REDMA*, by deliberately and/or intentionally delaying or withholding its filing and delivery until after the restrictive covenant was registered on title, project financing was secured, and deposit insurance was obtained, thereby withholding disclosure of material facts from the Plaintiffs and Class Members, contrary to section 16(1) of *REDMA*.

111. The Plaintiffs and Class Members relied upon the Disclosure Statement in deciding to enter into their respective purchase agreements for the development units.

112. Had the material facts been plainly and timely disclosed by the Defendants, the Plaintiffs and Class Members would not have entered into the purchase agreements, or would have done so on materially different terms.

113. At all material times to the cause of action herein, the Defendant, Gosselin:

- (a) was a director, officer, principal, and/or controlling mind of the Defendants, 1324189 and Whitetail;

(b) authorized and permitted the filing and use of the Disclosure Statement and Amended Disclosure Statement; and

(c) knew, or ought to have known, of the misrepresentations and failures to disclose material facts, in particular, that the Lands were located in the Floodplain.

114. By reason of the Defendants' misrepresentation and/or failure to disclose material facts, the Plaintiffs and Class Members have suffered loss and damage.

115. The issues arising under *REDMA*, including the existence of misrepresentations, failure to disclose material facts, reliance and entitlement to statutory remedies, are common issues suitable for determination on a class-wide basis.

ii. Violation of *BPCPA*

116. The Plaintiff and Class Members in British Columbia hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

117. In the alternative, the Plaintiffs and Class Members plead violation of the *BPCPA* and seek all statutory remedies pursuant to section 171(a).

118. Pursuant to the *BPCPA*, a "supplier" means a person, whether in British Columbia or not, who in the course of business participates in a consumer transaction by supplying goods or services or real property to a consumer, or soliciting, offering, advertising or promoting with respect to such a transaction whether or not privity of contract exists between that person and the consumer.

119. Pursuant to the *BPCPA*, "supply" includes, in respect of the supply of goods or services or real property to a consumer, a sale, lease, assignment, award by chance or other disposition.

120. The *BPCPA* applies to the supply of real property by a "supplier" to a consumer for purposes that are primarily personal, family or household, which constitutes a "consumer transaction".

121. At all material times to the cause of action herein, the Plaintiffs and Class Members were "consumers", and the Defendants were "suppliers" of goods and services and real property,

including the pre-sale development units in the Development, and engaged in a consumer transaction with the Defendants for the supply of the pre-sale development units, within the meaning of the *BPCPA*.

122. The Defendants engaged in deceptive acts and/or practices with respect to the marketing and sale of the development units, contrary to sections 4 and 5 of the *BPCPA*, including, but not limited to:

- (a) representing that the Lands of the Development were not located within the Floodplain, when the Defendants knew, or ought to have known, that the Lands were located within the Floodplain and subject to the Floodplain Elevation Bylaw;
- (b) failing to disclose the risk of flooding to below-grade parkade and storage areas of the Development;
- (c) failing to disclose the conclusions, findings, and recommendations contained in the Flood Assessment Report;
- (d) providing the Disclosure Statement and/or Amended Disclosure Statement to purchasers in a manner that was false, misleading, deceptive, inaccurate, and/or incomplete; and
- (e) continuing to market and sell development units without correcting the misrepresentation until project financing and deposit insurance were secured, and a restrictive covenant was registered.

123. The Defendants' acts and/or practice were deceptive as they:

- (a) materially affected, or could reasonably be expected to affect, the decision of a reasonable consumer to purchase a development unit;
- (b) caused consumers to pay deposits for development units without knowledge of material facts affecting the value, price, and use of the development units;
- (c) exposed consumers to foreseeable flood-related loss and inconvenience; and

(d) prevented consumers from making informed decisions in relation to their purchase of development units.

124. The Defendants' deceptive acts and/or practices constitute a contravention of section 4(3)(a)(ii) of the *BPCPA* as they amount to an unfair business practice and a misleading representation concerning the quality, standard, value, or grade of goods or services offered to consumers.

125. As a result of the Defendants' deceptive acts and/or practices, the Plaintiffs and Class Members have suffered loss and damage, including, but not limited to:

- (a) payment of deposits made pursuant to a false or misleading representation concerning the quality, standard, value or grade of goods or services offered to consumers;
- (b) consequential damages related to value, price, or use of the development unit, including, *inter alia*, increased insurance coverage and premiums, strata fees and special levies; and
- (c) incidental and statutory damages.

126. The Defendants' deceptive acts and/or practices and misrepresentations are common to all Class Members, giving rise to issues suitable for determination on a class-wide basis, including:

- (a) whether the Defendants misrepresented or failed to disclose material facts;
- (b) whether such conduct was unfair or unconscionable; and
- (c) the appropriate statutory remedies, including rescission, repayment of deposits, damages, and punitive relief.

iii. Breach of *Competition Act*

127. The Plaintiffs and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

128. At all material times to the cause of action herein, the Defendants were engaged in trade or commerce in Canada, including the marketing, sale, and offering for sale of pre-sale development units in the Development.

129. The Defendants engaged in acts and/or practices that contravened sections 36 and 52 of the *Competition Act*, including, without limitation:

- (a) making false or misleading representations in respect of the Development, including the floodplain designation of the Lands;
- (b) misrepresenting the applicability of the Floodplain Elevation Bylaw and the applicable FCL;
- (c) misrepresenting or failing to disclose the conclusions, findings, and mitigation recommendations contained in the Flood Assessment Report;
- (d) failing to disclose the risk of flooding to below-grade parkade and storage areas of the Development; and
- (e) continuing to market and sell development units without correcting these misrepresentations and omissions until after securing project financing, deposit insurance, and registration of a restrictive covenant.

130. The Defendants' representations as to the floodplain designation of the Lands were materially false or misleading, in contravention of sections 36 and 52 of the *Competition Act*.

131. The Plaintiffs and Class Members suffered loss and damage as a result of the Defendants' representations as to the floodplain designation of the Lands that were materially false or misleading in contravention of sections 36 and 52 of the *Competition Act*, including, but not limited to:

- (a) payment of deposits made pursuant to a false or misleading representation concerning the quality, standard, value or grade of goods or services offered to consumers;

- (b) consequential damages related to value, price, or use of the development unit, including, *inter alia*, increased insurance coverage and premiums, strata fees and special levies; and
- (c) losses arising from the unfair market advantage gained by the Defendants by misrepresenting the floodplain designation of the Lands.

132. The conduct of the Defendants is common to all Class Members giving rise to issues suitable for determination on a class-wide basis, including:

- (a) whether the Defendants engaged in false or misleading representations in trade or commerce in relation to the Development;
- (b) whether the Defendants' conduct contravened sections 36 and 52 of the *Competition Act*; and
- (c) the appropriate remedies, including restitution, damages, costs of investigation, and punitive relief.

iv. Fraudulent Concealment

133. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

134. At all material times to the cause of action herein, the Defendants knew, or ought to have known, that:

- (a) the Lands comprising the Development were located within the Floodplain;
- (b) the Lands were subject to the Floodplain Elevation Bylaw, and the applicable FCL;
- (c) there was a risk of flooding to the below-grade parkade and storage areas; and
- (d) the Flood Assessment Report contained conclusions, findings, and recommended mitigation measures regarding the risk of flooding.

135. Despite this knowledge, the Defendants, through their agents and representatives, knowingly and/or intentionally:

- (a) failed to disclose the floodplain designation and associated risks to Class Members in the Disclosure Statement;
- (b) misrepresented in the Disclosure Statement that the Lands did not lie within an area subject to flooding;
- (c) failed to disclose the risks associated with the floodplain designation in the Amended Disclosure Statement;
- (d) withheld material information about the need for flood mitigation measures and the impact of the floodplain designation on the value, price, or use of the pre-sale development unit, including, *inter alia*, increased insurance coverage and premiums, strata fees and special levies; and
- (e) deliberately or intentionally delayed correcting the misrepresentation that the Lands did not lie in the Floodplain, until after securing project financing, deposit insurance, and registration of a restrictive covenant.

136. The Defendants' concealment of these material facts was fraudulent, in that it was undertaken:

- (a) with the intent to induce the Plaintiffs and Class Members to enter into the purchase agreements of the pre-sale development units; or
- (b) in reckless disregard for the Plaintiffs' and Class Members' rights to receive plain disclosure.

137. The Plaintiffs and Class Members relied on the Defendants' said misrepresentation and omissions in deciding to enter into their purchase agreements and to pay deposits for the development units.

138. As a direct result of the Defendants' fraudulent concealment, the Plaintiffs and Class Members have suffered damages, including:

- (a) payment of deposits made pursuant to a false or misleading representation concerning the quality, standard, value or grade of goods or services offered to consumers;
- (b) consequential damages related to value, price, or use of the development unit, including, *inter alia*, increased insurance coverage and premiums, strata fees and special levies; and
- (c) loss of the opportunity to purchase a pre-sale development unit that was not in a designated floodplain.

139. The Defendants' fraudulent concealment was common to all Class Members, giving rise to issues suitable for determination on a class-wide basis, including:

- (a) whether the Defendants intentionally or recklessly concealed material facts;
- (b) whether the Plaintiffs and Class Members suffered loss as a result thereof; and
- (c) the appropriate remedies for such fraudulent concealment.

v. Intentional Misrepresentation at Common Law

140. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

141. At all material times to the cause of action herein, the Defendants, individually and collectively, knowingly made false, inaccurate and misleading representations to the Plaintiffs and Class Members in the Disclosure Statement regarding the floodplain designation of the Lands, including representations that:

- (a) the Lands were not located within the Floodplain; and
- (b) the Lands were not subject to the Floodplain Elevation Bylaw and applicable FCL.

142. The Defendants knew that these representations were false, inaccurate or misleading,

or made them recklessly without regard for their truth or falsity, intending that the Plaintiffs and Class Members would rely on them in deciding whether to purchase the development units.

143. The Plaintiffs and Class Members did, in fact, rely upon these misrepresentations in entering into their purchase agreements and paying deposits for the pre-sale development units in the Development. The Defendants knew, or ought to have known, that the representations were material to Class Members as they affected the value, price, and use of the pre-sale development units.

144. As a result of the Defendants' intentional misrepresentations, the Plaintiffs and Class Members have suffered loss, damage, and other detriment, including but not limited to:

- (a) payment of deposits for the pre-sale development units;
- (b) loss of the opportunity to purchase a pre-sale development unit that was not in a designated floodplain;
- (c) diminished value and marketability of the pre-sale development units; and
- (d) exposure to unmitigated flood-related risks and costs.

145. The issues arising under this cause of action, including the existence of misrepresentations, reliance, and damages, are common issues suitable for determination on a class-wide basis.

vi. Breach of Contract

146. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

147. In the alternative, the Plaintiffs and Class Members plead breach of contract and seek all remedies arising therefrom.

148. At all material times to the cause of action herein, the Plaintiffs and Class Members entered into valid and enforceable purchase agreements with the Defendants for pre-sale development units in the Development.

149. The purchase agreements incorporated, *inter alia*, representations by the Defendants regarding the Development, including representations in the Disclosure Statement that:

- (a) the Lands were not located within the Floodplain;
- (b) the Lands were not subject to the Floodplain Elevation Bylaw and applicable FCL; and
- (c) the Development could be safely used as represented.

150. The Defendants breached their contractual duties or obligations by:

- (a) making misrepresentations and/or failing to disclose material facts concerning the floodplain designation of the Lands;
- (b) failing to provide a Disclosure Statement that plainly disclosed material facts;
- (c) providing amended disclosures only after securing project financing, deposit insurance, and registering a restrictive covenant, thereby failing to timely comply with contractual and/or statutory obligations; and
- (d) failing to ensure that the Development, including the below-grade parkade and storage areas, could be used safely and as represented.

151. The Plaintiffs and Class Members relied on these contractual representations in entering into their respective purchase agreements and paying deposits for the development units.

152. As a direct and proximate result of the Defendants' breaches of contract, the Plaintiffs and Class Members have suffered damages, including, but not limited to:

- (a) payment of deposits;
- (b) loss of the opportunity to purchase a pre-sale development unit that was not in a designated floodplain;
- (c) diminished value, price, use and marketability of the development units; and

(d) exposure to risks arising from the floodplain designation and non-compliance with *REDMA*.

153. The issues arising under this cause of action, including the existence of contractual breaches, reliance, and damages, are common issues suitable for determination on a class-wide basis.

vii. Punitive Damages

154. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

155. The Defendants' unlawful and/or fraudulent conduct, as described herein, including:

(a) knowingly and/or intentionally misrepresenting the floodplain designation of the Lands in the Disclosure Statement;

(b) failing to disclose material facts regarding the Floodplain Elevation Bylaw, Flood Construction Levels, flood risks to the below-grade parkade and storage areas, and recommended mitigation measures, in the Disclosure Statement and the Amended Disclosure Statement;

(c) deliberately or intentionally delaying the disclosure of such material facts until after securing project financing, deposit insurance, and registration of a restrictive covenant; and

(d) engaging in fraudulent concealment and misleading practices toward the Plaintiffs and Class Members,

was malicious, oppressive, and high-handed, demonstrating a conscious disregard for the rights and interests of the Plaintiffs and Class Members as consumers.

156. The Defendants' unlawful and/or fraudulent conduct constitutes egregious wrongdoing warranting the imposition of punitive or exemplary damages to:

(a) punish the Defendants for their misconduct;

(b) deter the Defendants and others from engaging in similar unlawful, fraudulent, or oppressive conduct in the future; and

(c) mark the public interest in maintaining honesty, fairness, and transparency in the marketing and sale of residential development units to consumers.

157. As a direct and foreseeable consequence of the Defendants' unlawful and/or fraudulent conduct, the Plaintiffs and Class Members have suffered financial loss, distress, and other damages. As such, the Defendants are liable to pay punitive damages to the Class Members.

Plaintiffs' address for service:

Dusevic & Garcha
Barristers & Solicitors
210 - 4603 Kingsway
Burnaby, BC V5H 4M4
Canada

Fax number address for service (if any):

604-436-3302

E-mail address for service (if any):

ksgarcha@dusevicgarchalaw.ca

Place of trial:

Vancouver, BC, Canada

The address of the registry is:

800 Smithe Street
Vancouver, BC V6Z 2E1
Canada

Dated: January 5, 2026



Signature of K.S. Garcha
lawyer for plaintiffs

Appendix

[The following information is provided for data collection purposes only and is of no legal effect.]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The within proposed class proceeding arises from the unlawful conduct of the Defendants, 1324189 B.C. LTD., doing business as, WHITETAIL HOMES , WHITETAIL HOMES LTD., and/or LUC GOSSELIN, in connection with the sale of pre-sale development units in a multi-family residential development on lands located at 20644 Eastleigh Crescent, in the City of Langley, British Columbia (the “Development”). In particular, the Defendants, 1324189, Whitetail and/or Gosselin, as the developers, filed with the British Columbia Superintendent of Real Estate and subsequently issued a required Disclosure Statement, dated July 11, 2024, to purchasers, including the Plaintiffs and putative class members, that misrepresented a material fact, contrary to the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41, by representing that the land on which the Development is being constructed does not lie within an area which may be subject to flooding, which was false, inaccurate and misleading, and causing damages to the purchasers of the pre-sale development units.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

Part 4:

1. *Class Proceedings Act*, R.S.B.C. 1996, c. 50
2. *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41;
3. *Real Estate Development Marketing Act / Policy Statement 1* / 11-22
4. *Real Estate Development Marketing Act / Policy Statement 7* / 01-05
5. *Real Estate Development Marketing Act / Policy Statement 14* / 04-25
6. *Real Estate Development Marketing Act / Policy Statement 15* / 11-07
7. *Land Title Act*, R.S.B.C. 1996, c. 250;
8. *Local Government Act*, R.S.B.C. 2015, c. 1
9. City of Langley Flood Elevation Bylaw No. 2768 and amendments thereto;
10. *Business Practices and Consumer Protection Act*, S.B.C. 2004;
11. *Competition Act*, R.S.C 1985, c. C-34; and
12. *Court Order Interest Act*, R.S.B.C., c. 79.