

"WITHOUT PREJUDICE"

October 28, 2021

Dear Residents of 35 Wynford Drive *Heights Cresc.*

We are a group of residents concerned with the implementation of the window replacements as per the M & R letter dated October 6, 2021. A letter has been sent to M & R personally and by email.

The items of concern are as follows:

1. We questioned the timing of this work. It begins in the winter months, during the Covid 19 Pandemic, and the holiday season
2. We have asked M & R to supply residents with a list of chemicals that will be used in the project. Chemicals and/or chemical odours may especially affect residents with allergies and other health problems.
3. We have asked M & R to provide proof that the window workers are bonded and fully vaccinated against COVID 19. Expecting us to vacate our units all day invites theft. Will security be provided for each unit to ensure safety? M & R also denies responsibility for any damage. **They contracted the window company, the residents did not.** Therefore, according to the **Occupiers Act**, M & R as owners / managers of the building, will likely be responsible for any damage caused.
- 4 The expense and effort to prepare our homes are a serious issue. Many residents are unable to afford what appears to be an onerous undertaking. Many have mobility issues, advanced age, living alone and health problems who are unable to do this work without help..
5. M & R expects us to leave our units for the duration of the work during a pandemic and winter months. Therefore, we request that appropriate arrangements are put in place to allow residents to stay in their units
6. We have asked what accommodations are being made for those with pets and children.
7. M & R intends to impose fines of up to ~~£~~1,000 for **NON-COMPLIANCE**. What Act or by-law gives them the right to impose them? We have checked with relevant authorities who advised that they are improper and not allowed. The Tenancy Act, Section 22 and 23 reads as follows:
"22, A landlord shall not at anytime during the tenants occupancy of a rental unit, SUBSTANTIALLY interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or member of his or her household. A landlord shall not harass, obstruct, coerce or THREATEN or interfere with a tenant".

Moving furniture, taking down blinds and asking us to leave our units represents a substantial interference with the "reasonable enjoyment of the unit" Facing fines is a threat.

M & R has been asked for a revised plan that accommodates the needs of the residents. They acknowledged our letter and will respond soon.

In the meantime, residents have to add their voice and concerns to:

wynfordcircle@outlook.com

Kind regards,

Concerned Tenants of Wynford Towers