

From:
To: [Committee of Adjustment \(SM\); Arwa Alzoor](#)
Cc: [Tina Malone-Wright](#)
Subject: 35 Belmont Ave. W. Variance Application
Date: Wednesday, June 7, 2023 7:02:02 PM

Good afternoon,

My name is Krista Stacey and I am a current tenant at

I entered into a Residential Tenancy Agreement with Florica Rosu (of A&F Greenfield Homes, the developers at 35 and 31 Belmont Ave. W.) effective March 1, 2023, based on verbal representations and agreements made with Daniel Rosu (the landlord's agent, and son, also of A&F Greenfield Homes) when I viewed the property with my friend and daughter on, February 26, 2023.

We were told that we would have use of the full backyard, shared with unit 2, and that the deck (the lower was to include stairs down to the yard) would be constructed as soon as weather permitted. There was never any mention of another dwelling being placed/built on what was represented to be a backyard included in the lease agreement. I have also come to learn (not from the landlord/agent, as they are not responding to my calls or emails) that tandem parking may be offered behind the spot assigned to unit 1 (and 2). The reason that the backyard and parking are of such concern, is that I have 2 children and a large dog and it is imperative that they have an outdoor space, and that we can freely enter/exit the property at any time. Had the true intentions with the backyard space and parking been disclosed, I would not have entered into the lease agreement. When I came to learn of their intentions in April, I requested to be released from the lease agreement (which I never would have entered into, had they not misrepresented what was included in the \$2500/month leased property), they refused.

I have contacted the landlord/agent numerous times when their crew/contractors were blocking the driveway (without any advance notice to me or the other tenants) and they do not answer my call or respond to emails (that is, until Kitchener By-Law or another department becomes involved). I have children that I have to get to/from school and the landlord/agent does not acknowledge me even now - this is of concern currently and will be of greater concern when another tenant, in another dwelling, is parking behind me and I have to get my children to school, appointments, etc.

Additionally, the visibility when exiting the driveway on Belmont Ave W. (a no parking zone) is already a challenge, it will be increasingly unsafe with at least 3 additional parking spaces being assigned to the triplex they are building at 31 Belmont Ave. W.) Please also note that as there is currently a detour at Highland Rd., directing traffic onto Belmont Ave., and the construction vehicles parking on boulevards and sidewalks and blocking the road is causing increased traffic, reduced visibility and safety concerns, and the landlords/developers continue to do nothing to address it.

The property owners/developers have breached a condition of the approval of the severance of the lot by not including the required disclosures in my lease agreement - a lease agreement that I never would have signed had they disclosed their true intentions with the property. They are also imposing on me and my family, neighbours and nearby businesses, not to mention causing increased traffic on Belmont Ave. - with complete

disregard for the negative affects their actions and dishonesty will have on their tenants and the community.

As a single mom with only the best interests of her family at heart, who is stuck in a lease, with the Landlord and Tenant Board 8+ months behind, I implore you to please take these concerns into consideration when deciding whether or not the lot width variance will be approved.

Please do not hesitate to contact me if you have any questions or would like any additional information.

Very sincerely,

Krista Stacey

From:
To: [Arwa Alzoor; Committee of Adjustment \(SM\)](#)
Cc:
Subject: 35 Belmont Ave. W. Variance Application
Date: Friday, June 9, 2023 1:11:48 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)

Hello Arwa et al,

Please see correspondence below for context.

Arwa - Thank you very much for the information. I certainly would like to resolve this with the landlords/developers, however they have chosen not to work with me and my family on a solution. I have made many calls to the LTB and lawyers, but best-case scenario I have a hearing in 8+ months, by which time my lease will be over. In the meantime, my family and I are quite literally stuck in a lease for \$2500/month, that the landlords agent had me sign under false pretenses. I understand what bylaw states, and the need for (affordable) housing, however at \$2500/month it is hardly affordable, and at the very least should include unobstructed access to the property (tandem parking does not allow for this), and the outdoor space necessary for my children and large dog. Again, had the landlord/developers not misrepresented what was included in the lease (and told me of their intentions with the dwelling in the backyard and tandem parking) I would not have signed the lease. And now, they are refusing to let me and my family leave.

I will certainly consent to the email(s) I provided being taken into consideration at the meeting, which I will also attend.

I beg of you to please take these concerns into consideration when deciding whether or not the lot width variance will be approved.

Please do not hesitate to contact me if you have any questions or would like any additional information.

Very sincerely,
Krista Stacey

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