

Justice



REFUSED

WHEN WE ALLOW THE INTEGRITY OF OUR INSTITUTIONS TO FAIL...
WE ARE ALLOWING OUR COUNTRY TO FAIL

WHEN FAILURE PROLIFERATES UNPUNISHED
YOU GET A PROLIFERATION OF FAILURE...George Will

JUSTICE REFUSED

On Corruption in Condoland

The best con artists in history always knew that somehow, they would have a run-in with the law. And they had to deal with it or burn. Why? The law governs the people. If you want to govern the people, you must govern the law. Or at least find a way around it.

One way to do this is to find a crack in the system, a kind of loophole that gives one an advantage over others. All it takes is one person, or a group

of persons, clever enough to find that crack and the ball of the law starts rolling in whichever direction they kick it. It rarely matters where.

In Justice Refused, the 'player' is an Ontario lawyer with a team of like-minded lawyers. The playing field is a residential condo community consisting of less than 20 families. And like in every good game, this 'player' was facing an experienced and knowledgeable opponent, a one-man wrecking crew ... me.

The events in this book expose the dysfunction that our condo industry has devolved into.

I am simply Charles, a technophobic, uneducated never 'employed' successful entrepreneur who spent almost 50 years at the heart of Canada's condo industry, ever since condominium's inception into the law. I became one of the industry's top buyer agents for over twenty years, published Toronto's top daily condo blog and sold pre-sale condos to consumers for developers for over twenty-five years before that. After producing a first of its kind Interactive Multimedia CD-ROM in 1990, even before the invention of the Internet or Windows Operating System, it has been said that I am the granddaddy of and a pioneer in this industry.

By listing my accomplishments, I do not mean to brag. Far from it. Instead, this is to help you understand that the loopholes in the condo industry explored in this book are being reported by someone who has a thorough "insider's" knowledge of the industry.

My wife and I didn't choose to discover the truths contained in this book. We have been together for over 30 years. Our aim when buying into a pre-sale condo community in Oakville was to enjoy a well-deserved retirement in our dream home following years of high level stress chasing a living all around the globe. Things started to go downhill when I volunteered to become a board member in our new residential community. And, in a

whirlwind of events, I began to see the atrocities being perpetrated by cons manipulating the law at the expense of consumers.

In this book, you'll constantly come across a term, 'Condoland'. This is quite simply my name for the microcosm of society involving condos. It's an industry to which I've dedicated almost all my entire life, right from its infancy. This includes teaching developers how to sell condos, advertise them, market them and "Close Sales".

The events examined in this book all occurred in Ontario Canada. But the issues discussed affect Condoland everywhere as a whole, and that includes not just all existing condo owners, but all those who may own a home someday. In other words, my message transcends borders and I hope that, wherever you are, the lessons in this book prove useful to you.

Justice Refused is a personal retelling of real-life events in Condoland that could easily affect you. It showcases inept practices among Ontario's Justices, municipal government, police forces, lawyers, and even the Attorney General for The Province, all masterminded by one lawyer. I have replaced the perpetrator's actual names with pseudonyms for security purposes, among other things. Also, every claim made in this book is supported by hard evidence made available to you as you move through the pages.

What is the purpose of this book, you might ask?

I wrote this from the perspective of a concerned citizen. Citizens are the watchdogs of the government. Whenever we fail to observe, or repair cracks within the system, the demise begins. When we neglect the demise, the collapse follows. With the collapse comes the regrets and costs.

I confess to being a Canadian who is not willing to stand by and watch his country left to crumble under corruption and do nothing. It is not just my

responsibility to stop this corruption eating our systems from the inside out. Neither is it yours. Instead, it's a collective responsibility involving you, me and all conscientious Canadians who desire a government which is truly for and of the people.

Justice Refused is part one of the four ebooks in this series. It lays the background by introducing the chief cons, the havoc one loophole in the system has caused, and the effects of their efforts to destroy a small condo community.

The next book, So Sayeth The Law, delves deeper into the justice system and exposes how we are betrayed by the very institutions which are supposed to protect us. Crisis in Condoland, the third book (was designed to be the first but had to give way to more pressing matters), shows you how Condoland has continued to grow into the Ponzi scheme it was designed to be, where consumers are the prime marks and corruption dominates every level. The fourth will chronicle the outcomes of the first three.

To have a holistic understanding of the intricate acts of deceit perpetuated in Condoland and how to protect yourself from all angles, it's advisable that you read all four books thoroughly.

I have realized during the past two years that fighting against corruption requires an individual commitment that very few have. But I believe that reading this book will set you apart.

More than just gaining a surface understanding, my hope is you will be touched and inspired to join me and stand up against these atrocities, wherever you are.

And on that note, I invite you to turn the pages and witness the intriguing events in Justice Refused.



We Literally Have To Start At The End

Governance refers to a process whereby elements in society wield power, authority and influence and enact policies and decisions concerning public life and social upliftment." ...

Many of the elements and principles underlying "good government" have become an integral part of the meaning of "**governance**".

People with true integrity all share a specific set of positive character traits ... Integrity is one of the most character-defining attributes a person can have. It defines who you are and what you stand up for, and whether or not you can brave through conflict and hardship while sticking to your guns.

CHAPTER #1

You will soon discover that I am anything but a conventional author, or person for that matter, and if you've been following my blogs for the past couple decades, you already know it.

For twenty five years, I published Toronto's top daily condo blog as an Exclusive Buyer's Agent focused on residential condominium development in Canada's major condo market, following having sold condos for developers for a couple of decades prior to that.

Since introducing **Buyer Agency** to Canada in 2000, I have represented condo investors all over the globe, thanks to the Internet and an uniquely talented wife and business partner of 30 years. And we were fortunate enough to retire comfortably on the shores of Lake Ontario just an hour outside of Toronto after a very stressful 50-year career as an entrepreneur.

The main reason for “*starting with the ending*” is that the motivation behind all of this is just so phenomenally incomprehensible that its downright absurdity would otherwise be lost.

As you will see in the end, the municipal government of the Town of Oakville working subversively with the Declarant, are caught red-handed in what can only be called a criminal conspiracy.

This involved an attempt to take our community *back to the future*, by attempting to unethically *switch out the legal documents of a corporation that neither of them had/have any legal standing in*. They have done this consciously and knowingly while working with a group that they knew to being led by corrupt thus illegitimate Directors.

All of the extreme intimidation, bullying, **criminal harassment** and outright criminal conduct that you will find exposed in this ebook boils down to one individual’s misguided pursuits of *establishing the perception* of owning her dream home carrying a prestigious Lakeshore Rd. address, without facing the conventional multi-million dollar price tag. As all her correspondence comes under that banner of her law practice, I will identify her only as ‘Owners#1Law’.

Owners#1Law, a practicing lawyer in Ontario that when searching to upgrade their family's standard of living, observed on the **registered site plan** that the first lot's side border runs adjacent to Lakeshore Road with a small parcel of Town land dividing our community's from the town's sidewalk.

The design of the home delivered a front door facing onto Lakeshore Road, literally a perfect arrangement to materialize her guise of it actually being a prestigious Lakeshore Road home.

What her distorted perception offered her was *the appearance* of a Lakeshore Road home but in reality it offered no access across that strip of town land.

We will see that after moving in, the first step she made was getting the Town to change her address to Lakeshore Road address. This was done in a blink, according to the Mayor's Chief of Staff, after she had intimidated the Town with the threat of a law suit using the allegation of "*municipal inspector's taking kickbacks*".

Her argument actually seemed to hold some level of merit as the Town had breached its own Subdivision Agreement allowing the Declarant to impose **Occupancy** on purchasers without having met certain contingencies set out in the documents.

For those of you unfamiliar with Oakville Ontario, I'll tell you that one home on Lakeshore Road is, as I write this, just listed for sale on the Multiple Listing Service at \$59,000,000.00.

If you are familiar with Florida's east coast, Lakeshore Road is, in many areas, comparable to Ocean Drive from West Palm Beach down to Fort Lauderdale – always worth the drive.

What the **Declarant** was offering proves to be as close to a prestigious Lakeshore Road address as you could possibly get without actually purchasing one.

But this self-proclaimed highly-educated lawyer convinced herself that she could capture the illusion of owning a true dream by simply launching a “*scorched earth, at-all-cost*” campaign that included morally offensive publicly circulated character assassination and **criminal harassment**.

All the anxiety and hostility set out in this ebook shows her and her accomplice maliciously imposing onto their fellow neighbours was to simply have the next best thing - the *illusion* of owning one.

And when you see how radically opposed she was and is to condominiums and living in one you're left scratching your head as to why she even bought into one.

In this brand new upscale residential community of large majestic stone homes, like everywhere else in **Condoland**, we see the usual mix of owners ranging from all cash retirees to buyers who can just barely afford it.

The latter, along with most buyers who rent out their units are often the major complainers who don't respect the rules and frequently push all boundaries.

You'll see this concept of *complying with rules* that include requiring renter to respect and live by them was one of her major hot buttons.

They are usually the owners with the big new cars immediately after a couple units resell, as they can then refinance their's and... voilà ... now the new rides. Isn't leasing something?

Having owned and lived in over a dozen new condos, I can usually spot them at a glance, but then I've got lots of experience with those who prefer to influence others with the appearance of success through monthly interest payments. It's a theory but not a great one as an investment strategy.

Some people are satisfied being mortgaged to the teeth while keeping up the appearance of being wealthy, apparently some *at all costs*. On the other hand others, don't pay all that pesky interest.

Now, I respect that these are simply two different investment philosophies that I always informed all my clients on, and I've found that a person's philosophy on interest can tell a lot about the people.

Don't get me wrong. I have nothing against people stretching themselves to manifest their dreams. I am actually someone who has done exactly that.

But, as this story will show you, some people's idea of getting ahead in life includes doing whatever is necessary to achieve their goals, including criminal conduct.

I support success-seeking, but never at the expense of or off of the backs of others. That's simply not success at all to me, it is simply exploitation and exploitation of others equates to outright corruption.

What has gone on here, solely in pursuit of whatever vain gratification is garnered through boasting to live in something that they don't live in, is downright foreign and somewhat bewildering to me.

So, in the end, with which the proof of the entire conspiracy was delivered, originated with a rather strange phone call from our property manager, I had originally hired but lost all confidence in.

I watched, disappointed, as he knowingly accepted 'deficient' legal Notice of the third recall of the Board of Directors of which I was elected President, without following my *specific instruction to him* to reply to the Notice stating that it was inadequate, as it failed to specify the "*reasons for the recall*" (S46.1) as required under law.

Although he was fully aware of the ongoing unethical conduct of this small group of owners, he had chosen sides apparently to keep his contract with our community by assisting them to overthrow the legitimate board by accepting on the corporation's behalf an illegitimate Recall notice in *direct contradiction to my instruction to him* to be sure and fulfill his fiduciary under *agency*.

Some people are willing to compromise their integrity to keep a job or contract and I've got to respect that despite it being absolutely foreign to me, as I've never had a job to keep, and I certainly have

never compromised nor would I ever compromise my integrity or fail to fulfill my fiduciary obligations to my global network of clients.

That betrayal and the reality of the majority of owners being too fearful of her to stand up, really was the last straw for me and I resigned. This maiden voyage into public waters for the reclusive me was proving a shipwreck.

After almost 2 years of struggling with no other owners in the community willing to step up and at least hand out life preservers on this fast sinking ship, it was time to wash my hands of it all.

My read of the situation, which I made sure to have him confirm, was that the illegitimate board had instructed him to approach me and take my temperature on their end-of-the-road attempt to avoid disclosure regarding their intentions to unethically strip our community of these prestigious Entrance Features.

After over a year of absolutely no communication with or from him, my educated read was that he was showing their collective inexperience in business strategy.

Owners#1Law linked with and worked closely with a new arrival owner who also had their own unrelated agenda of running their business out of their home who I identify as Owners#2.

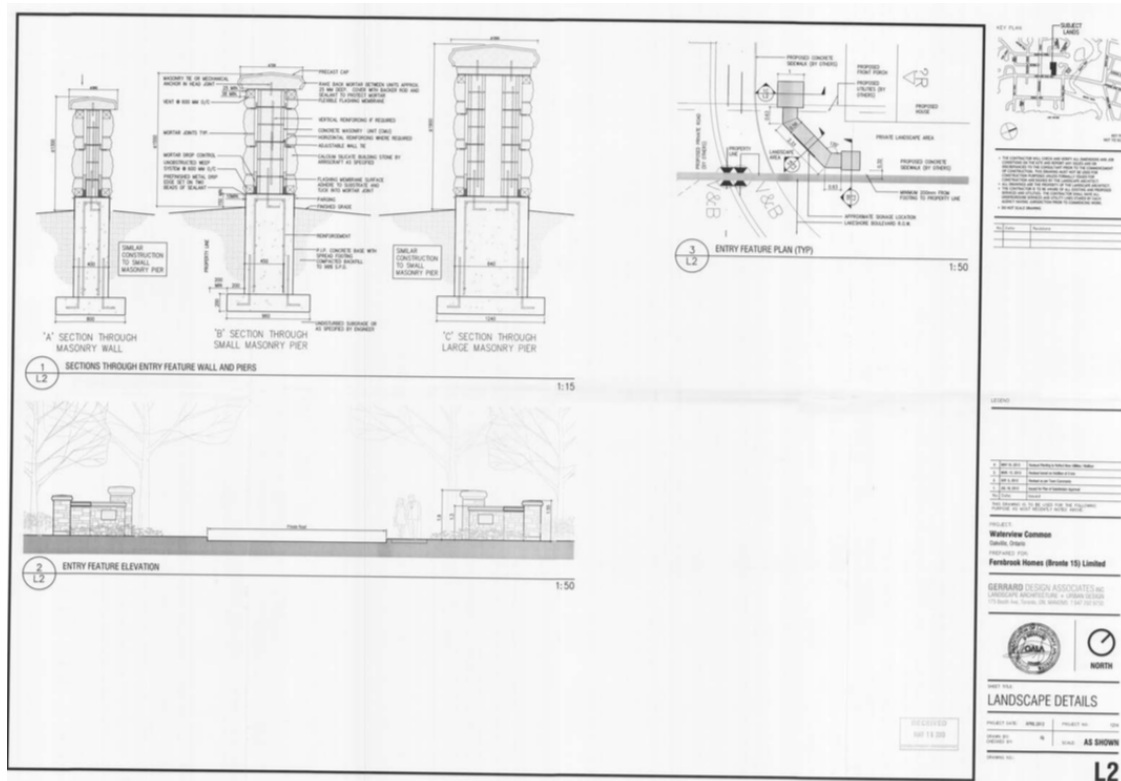
As Board President, I immediately became their targeted public enemy #1. They had obviously just used everything in their power trying to circumvent the legitimate process of making a significant

change in our documentation, to strip the actual **easement** registered on Owners#1Law's lot completely out of factual history.

These two renderings, show the original and a crossed out replica shows that this group was trying to unethically/criminally replace.

My read on this unsolicited phone call was that he had been asked to call me to gauge my reaction because he knew that if anyone, I would be the one having the most sound legal and ethical position.

All of this behaviour served only one goal which was to remove the prestigious Entrance Feature set out in our Disclosure Package that dated back half a decade of a registered corporation that none of them even have legitimate involvement or standing in.



The actual Front Entrance Feature drawing as they appear in Schedules attached to each Agreement of Purchase & Sale & Municipal Government contracts

EVIDENCE

ENTRY FEATURE ELEVATION

1:50

ENTRY FEATURE PLAN (TYP)

1:50

SECTION THROUGH ENTRY FEATURE WALL AND PIERS

1:50

ENTRY FEATURE ELEVATION

1:50

ENTRY FEATURE PLAN (TYP)

1:50

SWITCHED OUT of Front Entrance Feature drawing as they appear in our **PRIVATE** Corporation's Records creating "Altered Universe Reality" (Scam)

EVIDENCE

Two days later, on June 26th, the Town's Chief Inspector replied to the Declarant, Mr Gerrard and Jennifer Huctwith (another unknown), with the subject, "*Entry Feature*", in which he writes: "*We have received your revised drawings for the property wherein you have removed the entranceway sign from those drawings. You will recall my email of July 26, 2017 wherein I set out the steps available to you with respect to this entrance way feature. Our concern was also for the owners that bought into this development and their expectations with respect to these features*".

As the attachments in the original email say, the Entrance Features were addressed and executed in Disclosure Package in April 2012 and show that the condo corporation was Registered in 2014.

The Municipal Government ("Town of Oakville"), the Mayor, his Chief of Staff, and the town's Chief Inspector were each fully aware of the illegitimate board of directors installed by Owners#1Law with her puppet Board President Owners#2. Yet they say that they are willing to work with them to achieve their now quite apparent goal of removing all history documenting the easements in Owners#1Law's and Owners#3's lots.

This leads to the obvious conclusion that since early 2017, the Town of Oakville, without disclosure to our legitimate board of directors, had unethically been actively working with the Declarant behind our backs to strike out the prestigious Entrance Features, which basically prove to be our Private Corporation's main asset.

And the Mayor's office did this while being fully aware of the hostility and ongoing conflict and the illegitimate recall of the board of directors that had just taken place. Moreover, the Town had been intimately involved with Owners#1Law long before the board even formed or ever came into the picture.

The Entrance Features were to serve as **sound attenuation** to minimize the constant busy Lakeshore Road traffic noise for all homes along the street and without them, all the other owners suffered a material loss.

By supporting their removal, the Town is caught here failing in its fiduciary (failing to uphold the law), especially as it was at that time the trustee *holding the full payment of \$13,000 from the Declarant to ensure that they would be built.*

The logical question is this is: *What does the Town head inspector mean when he writes to the Declarant: "We have received your revised drawings wherein you have removed the entrance way sign from those drawings..."?* With all due respect, a chimpanzee in a suit would know that this is something that simply cannot be done legally.

The Declarant ceased to have any involvement or legal standing whatsoever with this condo corporation on March 7, 2017, more than two years before this incident. Yet, on the Mayor's behalf, the Town Inspector who has no legal involvement in our condo corporation, obviously chose to work with this group while being fully aware of the corruption behind their leader Owners#1Law.

EVIDENCE

And later on July 11, 2019, the Town's Inspector emailed the Declarant. Most startlingly, this email contained a **Resolution**, another legal document which proposed a "*site plan amendment by Declarant to remove the obligation to construct an entrance way feature as set out in plans L1, L2, L3, revision date May 15, 2019*".

Now, the Condo Act may be a half blind dog without teeth, but if you are familiar enough with it, you would know that a vote of all owners is required long before any Resolution is supposed to be drafted.

It is obvious that in sending me all this information, they've been working hard trying to do anything but call for this legally required vote that I had told them up front was required under law, and now they were running out of end-run options.

However, even if they wanted to now orchestrate a phony vote as they have proposed, any new vote would not legally be in order as the Disclosure Package is quite clear in its provisions.

The reality is that there is no need for a vote or even a discussion about the \$13,000 surety deposited with the Town. This is because we are dealing with already published law. The Disclosure Package requires that these Entrance Features be installed and that's where any dispute over this issue ends. There are no conditions or contingencies attached.

What needs to be done is to have the Mayor answer why the Town is conducting itself in the manner that this email chain exposes.

According to the Mayor's Chief of Staff, *"she had already accused them of taking kickbacks and the Town, especially the Mayor, is terrified of litigation with Owners#1Law as she will triple any conventional legal costs"* that he (a lawyer) estimated would be somewhere around \$150,000 taking that figure to around a half million dollars. Our corporation's lawyers voiced the same level of fear and same cost of litigation figures.

It seems obvious that the Mayor, his Chief of Staff and the municipal government chose to sell out our community of innocent taxpayers simply to avoid fighting with her or facing the potential legal costs mentioned above.

Yet, they have never even challenged or opposed her while refusing to fulfill their obligations as Surety holder. They have each proven to have been simply paralyzed by their improperly perceived fear. This is classic malfeasance on the Town's behalf, as all these are included in their own contracts.



On July 12th, 2019, we see the new, illegitimate board president, Owner#2, email the Declarant, *"We will try to expedite this in a timely fashion. The Board of Directors has reached out to our legal team for direction on this matter"*.

Unless this illegitimate board of directors and The Town of Oakville are required to each give a reasonable explanation for this unethical attempt at rewriting history by striking out these Entrance Features, we will never get to the bottom of this issue.

The Disclosure Package was executed 5 years prior and this email chain showing an apparent selective accommodation of Owners#1Law at the expense of all owners who relied on the disclosure package when purchasing.

Thus, this board and the Mayor must be required to explain their conduct and potentially resign, due to conducting the Town's affairs and our corporation's business under bad faith.

EVIDENCE

The email chain carried a July 19th, 2019 email in the form of a long winded letter from our corporation's property manager who also has no business with this corporation other than as its 'agent'.

He had sent it to the Town, the Declarant, and a list of others with whom I am unfamiliar, under some altered reality where this 3rd party contractor would be comfortable working so feverishly having full knowledge of everything that had already transpired.

EVIDENCE

And then there's this July 30th, 2019 Email from the Declarant to the Town, the property manager, and yet another list of other unknowns whom I am unfamiliar with.

The email showcased him whining about and trying to get more money he is apparently still trying to wring out of our corporation – money that he knows he is not entitled to, but true to form that didn't stand in his way.

Note his malicious defamation of me while supporting one of Owners#1Law's false allegations about the original legitimate board.

Also note that Owners#1Law had previously sued him at least twice, once for more than \$650,000.00 using a hardly known legal argument ([Ex Parte Motion](#)), after having already received tens of thousands of dollars in FREE Upgrades in response to her threats of law suits.



Here's a list of the damages that Owners#1Law sought in this first of many threatened law suits against him.

Most significantly, in this July 30th email, he confirms: *“we were prepared to install the entry feature, but as you are aware, the 2 homeowners that this would affect are against it and we were not able to proceed”*.

So, here is all the proof any reasonably prudent person needs to be convinced that there's something nefarious taking place here. The Town held \$13,000.00 to insure that the prestigious stone Entrance Features would be delivered.

All of the dysfunction, hostility and massive financial burden on our courts and police, not to mention the intentional harassment of our volunteer board members who have faced physical intimidation and had false events staged against them, dozens of false police incident reports, and perjured police and criminal court actions.

All of these actions are solely based on Owners#1Law not wanting the Entrance Feature installed on the designated easement on her

Lot, for doing so would tie her home to the community and dispel the illusion of her owning that sought after Lakeshore Road home.

I know, it sounds strange and possibly even a bit crazy! But the facts don't lie, only people and more specifically these people do.

And she has managed, uniquely, to successfully achieve her ultimate plan without really uttering a word or firing a single shot.

Everyone has admitted to being so afraid of her that they *"just won't go there with her"*.

The Town is holding all the money to construct these prestigious stone Entrance Features, but has refused to honour its own position within its own contracts out of fear of what she might do to them if they do.

To date, she hasn't had to do anything as she recruits surrogates that are willing to do her bidding for her, even if doing so includes lying under oath in a court of law.

I truly feel bad for these perpetrators in this, whose lives are obviously so empty that they would go to the extremes that this evidence shows, all to gain so little, when they could have simply bought on any Town street that was not a condo.

I mentioned earlier that the Town had already faced the wrath of Owners#1Law after she originally accused them of having taken bribes and/or kick-backs to allow the Declarant to unjustly impose **Occupancy** onto unsuspecting and uninformed Owners.

This was prior to the Declarant meeting specified obligations resulting in Owners living in the middle of a construction site in flagrant contradiction to the Disclosure Package (e.g. fences around property - see Town's Subdivision Agreement).

Apparently we are left to understand that in Oakville, conventional Ontario Law morphs into something other than what I've worked with for the past half century.

After repeated failed overthrow efforts they finally, by using the most disgusting and salacious false allegations against board members succeeded in overthrowing the legitimate board.

Since then, we've seen our community lose these prestigious Entrance Features all together through designed malfeasance, watched our street lights burn out only to be ignored for months, and watched the Town allow her to string a ridiculous cable wire from down the street over Town Land and across the front of her house, in a rather haute couture-type trailer park fashion.

This makes the community look nothing like the upscale residential community it was designed and sold as.



And in the end, just before he resigned I had the Mayor's Chief of Staff come stand in my home and lie to my face, alleging that *"the Town had granted Owners#1Law some sort of Special Exemption"* enabling her to literally create the appearance of her home being a Lakeshore Rd. address and install two cement

walkways across Town Land. This was something he had personally told the Board on the Mayor's behalf, "was impossible to do" as the board endeavoured to work things out.

I have respectfully requested a copy of this alleged Special Exemption a number of times but the Mayor has refused to comply with my reasonable requests for disclosure.

Owners #2, who Owners#1Law injected as the new, illegitimate board President, as a result of three illegitimate attempted Board Recalls/ overthrows, continues to run her family business out of our residential community, bringing a constant flow of contractors into the community parking on our Fire Route.

Corruption corrupt and absolute corruption absolutely corrupts!

And apparently Owners#1Law has enough clout to grant her concrete contractor to include an advertisement stamped into the concrete.

This introduces a very real financial liability to each owner in our community as our roadway is narrower than a conventional street and their parking impairs access for fire trucks and ambulances.

The corporation's negligence regarding this could prove horrendous for the rest of the owners as it exposes the community to huge potential liability in the event of someone dying from a heart attack while the EMS vehicles couldn't get down the street.

If this happened, the corporation would unquestionably be sued. It could probably claim malfeasance against the illegitimate board

members but they'd just fold and declare bankruptcy, leaving the remaining owners 100% on the hook.

These are the little things that condo owners must make themselves aware of, as all liability ultimately comes back onto them.

It is important to make clear here that condo board members are **Statute Bound** (required under law) to insure that the rules are honored and lived by.



Here's an important letter that I sent to the Mayor on March 30th, 2019. (Important to read all these letters!)

We now have proof that the Declarant, as unethical as he has shown himself to be, admitted that he was “*willing to install them*” while all that while, the Town was holding the money to pay for them to be installed. Neither party has made any legitimate effort to comply with the law specifically out of fear of this one owner, who hasn't even formally objected. I'm sorry but with all due respect the Mayor does not come off looking very good here.

It is not just that these corrupt people have intentionally brought about this dilemma. They have now completely stripped our community of its unique identity, integrity as an upscale residential community, rendering a stately collection of upscale stone homes designed to sit behind two prestigious stone walls just another town street at best. It's not that there's anything wrong with just another town street but that's not what was sold to us.

Either the day of Disclosure Packages in pre-sale development is gone, or it's just gone in Oakville or just with this Mayor and his clan. But, one way or another, a whole bunch of buyers have been outright ripped off, with the Declarant, the courts, the Halton Police and the Town of Oakville and its Mayor all accountable.

EVIDENCE

So, as requested by our illegitimate board of directors through our property manager, I sat down once again and wrote out the facts to insure that they all were adequately informed on August 30, 2019, not only as I saw them, but also as proven in the collective of all their unknown parties' emails.

Understanding that I was speaking to a board of directors lacking any resemblance of integrity, I sent off my reply and then wrote to the Mayor with whom I had developed a cordial but somewhat reserved open communicative relationship.

EVIDENCE

I followed it with another email to him on August 31st, 2019. Remember, the Town and Mayor are left holding the bag here, resulting in our community not receiving our Entrance Features and the sound attenuation benefits as confirmed in the Disclosure Package. This was the case, despite the Declarant "*wanting to install them but fearful of this one Owner*" and the Town holding the full budget amount of \$13,000 surety under contract to ensure the prestigious Features were installed.

EVIDENCE

And to be sure that I'm not seen as picking on the Mayor or his Chief of Staff (another lawyer), let's go back even further showing that the Mayor and Town officials were fully aware of what was going on I'm including this December 14th, email.

EVIDENCE

And to be sure that you have all the facts straight, on November 7, 2017 I delivered the Mayor, his Chief of Staff and Top Inspector as well as the Declarant this email that takes away any/all excuses of anyone not being adequately informed.

EVIDENCE

And back in April 5th, 2018 (over a full year earlier) I had sent the Mayor and Chief of Staff this email that basically said exactly what is being said to them now! It's not that the Town and its officials have been unaware of what had been going on throughout all of this. It is imperative that we get them to answer for their actions and/or inactions here if we are to insure integrity.

EVIDENCE

Here's my October 3rd, 2019, follow-up letter to a Mayor who apparently is indifferent to getting to the bottom of this or even showing civil respect to a taxpayer who was simply asking reasonable questions regarding contracts. All of which, we owners were all parties to, in contradiction to what had been represented to me by him in his office.

EVIDENCE

And here's my October 16, 2019 email to the Mayor where I again implore him to accept my invitation to fix this. And to this date the Mayor has never even shown me the courtesy or respect of answering my reasonable request for a copy of this evasive *Special Exemption* alleged by his Chief of Staff.

It is important that you read each of these letters thoroughly, before navigating through the deep waters of malfeasance by our government's officials.

You will find that I am always polite and respectful and simply offering to help my Municipal Government to deal with a con that was spreading in its midst. There is the legitimate appearance that there's more than one con playing here.

Fear leads many people and organizations to do strange things, but having our Mayor openly turn his back on our Board, our community and his own constituents, with emphasis on those who've volunteered endless hours dealing with the exact same individual, is something decidedly beyond fear. I won't speculate here as this ebook is an exercise in documented fact only.

To have our Town government willfully breaching its own contracts, and graciously allowing the issue to dissipate into the ether, any reasonable person might expect at minimum the respect of being given answers when things go so perilously wrong.

Clearly the Mayor and municipal government is guilty here of malfeasance and a failure to protect their constituents, failing to uphold their duty but more shockingly, participating in an unlawful conspiracy to unethically manipulate our corporation's documents to avoid complying with their own contracts!

Now, if this ebook ended here it would cost justify your investment if you own, rent, live in a condo or one day might own rent or live in a condo or know someone who does or might.

But if you are a resident of Ontario the big bonus in this ebook is gleaned from the factual timeline of real life events that evolved in the periphery, way out there in the shadows of this con.

You will learn that I'm not a very patient person and immediately upon meeting this con I put my strategy of ultimately dealing with her into gear.

The only person that can expose a con is the con, as words in legal matters are back seat items with respect to evidence. I quickly returned polite but blunt answers so the con would react as I had done with literally dozens that had come before her.

What you are going to learn reading this entire series but specifically in this ebook is how dysfunctional and failing our legal system has become.

You literally cannot make this kind of stuff up and expect any rational or reasonable persons to believe it and within these pages you are going to find flagrant corruption right out in the open, not only by this

lawyer with her dysfunctional aspirations, and/or the Mayor and/or his Chief of Staff, you will be even more stunned to read the mass of evidence exposing the conduct of Halton's Police Chief, various Police Investigators, numerous Justices in Halton Courts, the Deputy Crown attorney, various Crown Attorneys in Halton Courts, our Board's defence attorneys, clean up to the Attorney General for the Province of Ontario, all of whom consciously have gone out of their way to refuse to even look at evidence that clearly shows criminal behaviour against innocent tax paying citizens.

The same level of disclosure and scrutiny found in this ebook was delivered to each of these civic institutions and servants of the courts and each have failed miserably in delivering even the lowest expectation of civil service.

Malfeasance is the word of the day pretty much across the board in Ontario legal system and in *Condoland*, and to my uneducated understanding, malfeasance definitively constitutes corruption.

So today we are faced with not only this mess but our condo government hijacked and the highjacking fully supported if not orchestrated by our property manager. We can see clearly that *Condoland*, our Province and our Country are under siege and up to our necks in corruption yet no agency allegedly in place to deliver consumer protection will even take the time to look at the evidence.

We just received the Notice of our 2020 Annual General Meeting and I respectfully requested our property manager to include the email

chain that forms this chapter on the Agenda only to have him come back with a refusal.

Now, the legitimate owners had not been told of this year long effort to unjustly remove the easements from Owners#1Law's lot to permanently get rid of the Entrance Features secretly under way, and I felt it about time that they became informed.

Our property manager came back with his usual brush off to reasonable requests, refusing to have the email chain put onto the Agenda and not specifying it on the Agenda. The only logical explanation is that only very few owners ever attend the AGM, and by pushing it to the end of the meeting under "*new business*" (obviously their's nothing "*new*" here and the only business is "*monkey business*") those owners not attending still will remain in the dark.

In *Condoland* all owners and volunteer boards are totally dependent upon property manager's having integrity, but in this case our property manager is seen delivering absolutely none.

All these civic institutions employ only highly educated people, hired to do a straight forward job, based on their academic accomplishments and clearly they are not delivering even the minimal standard of care ... that's corruption!

This ebook is a complicated read with the evidence files linked to the narrative actually bearing more fruit (hard core evidence and exposure of character) than the narrative but you really need both to grasp the severity of what rolls out on the pages.

The ugly face of corruption exposed here could well confront you or any resident anywhere in Canada at any time. This con uses the law itself as the weapon and has applied all of her intellectual resources to exploiting and swindling people with it.

As a nation and as a people we simply cannot allow this type of educated corruption to prevail. You will see when reading this that this corruption is spreading faster than a virus and is potentially more lethal!

And in the end, this conspiracy between this dissenting Owner/Lawyer, the by-then illegitimate Board of Directors fronting for this lawyer, the Mayor and Oakville's Town Officials, our unethical Property Manager and other strangers, none of whom had any legal "standing" whatsoever in our corporation, actually were successful in stripping our 5 year old corporation of its major asset in flagrant breach of the law (Condominium Act).

Evidence not yet disclosed conclusively shows that the necessary Special Meeting of Owners was NOT held, thus the necessary vote of Owners was NOT taken, nor were the necessary Notices of the Special Meeting that **are required under the Condo Act** ever delivered to Owners (this proves the property manager failing to fulfill his fiduciary obligations to his client - our condo corporation).

This is about as criminal as criminal conduct gets, yet no-one is there to protect the balance of the owners in our residential community.

The true Smoking Gun in all of this is the fact that no-one other than this corrupt lawyer gained anything from this entire exercise while this lawyer flagrantly manipulated the law, committed flagrant crimes of Public Mischief (no fewer than 4 times personal while leading her false witness in her second false Private Criminal Prosecution to lay her own (5th) false Complaint, while bullying and intimidating her neighbours, etc., all to simply create the “Illusion” of her owning a Lakeshore Road home.

I have challenged the Mayor to explain why he refused to fulfill his ***obligations*** as “***Surety Holder***” for almost 2 years, of insuring the delivery of these prestigious Stone Feature Walls and giving the corrupt builder the Surety money back!

And as for the Mayor, well he has gotten away with simply refusing to answer reasonable questions seeking explanation when presented to him repeatedly.

Corruption doesn't get any more corrupt than the facts laid out in Justice Refused.

I'm asking all Canadians to stand with me to create a Legal Defense Fund or Canadians being exploited by lawyers and forcing (if necessary) these Public Institutions, (we own them!) the Justices, Crown Attorneys, Deputy Crown Attorney, Mayor, Mayor's Chief of Staff, Lawyers, to answer for their conduct and the roll they have played in this tragic tale of outright educated failure.

I know what must be done and I can guarantee to all who support this effort that the proceeds from the sale of the Condoland Series will affect change that otherwise will never be fixed and will cast a negative shadow on our country forever.

I'm no social media marketing guru and quite to the opposite I'm a total techno-illiterate after decades of extreme success in the techno-world.

I'm not lawyer but I speak the truth to fact and the facts are indisputable that we have a whole lot of highly educated lawyers, Justices, Crown Attorneys and lawyers grabbing outrageous compensation and critical acclaim when on a real world report card they would be getting straight "F's".

So I've invested heavily of myself for a year after watching these tragic people whom boast about being "highly educated lawyers" and being pillars within our society consciously and gleefully outright prostitute our laws by using them as their weapon of choice to rip off the system including its collateral damage ... you, me and all honest law abiding Canadians.

You help immensely by simply buying these ebooks as doing so registers you in a life-long commitment to restoring the integrity within our civic institutions as the goal is to fund a true consumer protection agency unlike the existing plethora of government agencies falsely alleging to offer and/or extend consumer protection.

I'm hoping that once you've read Justice Refused that you will simply help take this message forward to all your contacts and ask them to get their copy, read it and when they are comfortable reach out to all their contacts.

This distribution strategy is designed to enable me to focus on completing the remaining ebooks in this Series and not on learning to become a social media marketer as I've had to learn to become a writer and learn to become an ebook publisher.

In the end, the successful distribution of these ebooks is the goal meaning that a decided majority of Canadians have a unified awareness of these problems that our country is presently facing.

We will then have one A-Political Voice in this country. I've never been political and having lived abroad so frequently I have been much more tune to America new, which I am totally turned off of today.

My ignorance of Canadian politics is inexcusable but I've realized it is probably that unique thing, as usual, that stands me apart. I intend to wake up the majority of citizens in this country whom like me don't have university degrees and who are now realizing that education no better equips these people than does good old common sense.

Common sense for instance tells me that our courts and governments could never get as screwed up as Justice Refused exposes.

From: David Gerrard [mailto:david@gerrard-design.com]
Sent: Monday, June 24, 2019 10:53 AM
To: Philip Kelly <philip.kelly@oakville.ca>
Subject: [REDACTED] - Entry Feature

Hi Philip,
Sorry to bug you on this, but just wondering if you are able to provide any more info on next steps to review the proposed removal of the entry feature.
Thanks again!
Dave

END OF THIS EVIDENCE RECORD

GO BACK

From: Darnell Lambert [mailto:darnell.lambert@oakville.ca]

Sent: Wednesday, June 26, 2019 1:16 AM

To: Philip Kelly; _____ Declarant; _____ Declarant;
david@gerrard-design.com

Cc: Owners#2 (illegitimate Board President); Jennifer Huctwith

Subject: Re: [REDACTED] - Entry Feature

Mr. Patel, [REDACTED], Mr. Farhangi, Mr. Gerrad:

We have received your revised drawings for the property at [REDACTED] [Lakeshore Road](#) [REDACTED] wherein you have removed the entrance way sign from those drawings. Thank you for these.

You will recall my email of July 26, 2017 wherein I set out the steps available to you with respect to this entrance way feature. Submitting modified plans was part of the requirement to resolve this matter.

Our concern was also for the owners that bought into this development and their expectations with respect to this feature. I do understand that conversations have been held and we understand the board appears to be supportive of this change.

The Town will require documentation of the condominium's support for this change. I've sought guidance from our legal team on the most appropriate way to complete this aspect and will get back to you shortly on what is required so that we may conclude this change appropriately.

I've copied, Owners#2, Director of the Condominium Board so that she is aware of the status of this matter.

Sincerely,

Darnell

[GO BACK](#)

From: Darnell Lambert <darnell.lambert@oakville.ca>

Sent: July 11, 2019 1:23 AM

To: '[REDACTED]'; Philip Kelly; [REDACTED]; david@gerrard-design.com

Cc: [REDACTED]; Jennifer Huctwith; Jane Clohecy

Subject: [.EXTERNAL.] RE: [REDACTED] - Entry Feature

Mr. [REDACTED]:

I've spoken with our legal team and advise you that, in order to finalize this change, we need the following:

- 1) A resolution from the Condominium Board HCC #___ providing its:
 - i. **Consent** to the proposed site plan amendment by [REDACTED] to remove the obligation to construct an entrance way feature as set out in plans L1, L2, L3 for [REDACTED], revision date May 15, 2019;
 - ii. **Waiver of claim and indemnification** with respect to the removal of the obligation on the developer to construct an entrance way feature on the condominium lands.

Such wording in this regard shall be:

In exchange for the approval of the Site Plan Amendment (SPA) that removes the obligation of the developer to construct an entrance way feature upon the condominium lands, the Condominium Board hereby waives any and all rights to assert any present or future claims against the Town of Oakville with respect to the SPA which removes the developer obligation to construct an entrance way feature on the condominium lands. The Condominium Board also agrees to indemnify and hold the Town of Oakville harmless from all losses, damages or expenses that relate to claims or proceedings brought against the Town of Oakville by the Condominium Board and/or

any of its past, present or future unit holders, or its transferees, heirs or assigns in respect of the SPA which removes the developers obligation to construct an entrance way feature on the condominium lands.

We are unaware of what the board may have approved already by way of a members vote which is typically set out in their minutes of meeting. We are prepared to review what material they may have in the regard. That said, they most likely did not address the issue of the waiver of claim or indemnification and may need to reconvene to provide these additional matters – again by way of a resolution in their minutes. It may be simpler and cleaner to address all in one resolution.

Owners#2 has been copied on this email reply and I trust she will be able to actuate these items. Upon receipt of these, we will review and if acceptable we should be able to conclude this SPA and release the securities related thereto.

I trust this is of great assistance.

Sincerely,
Darnell

END OF THIS EVIDENCE RECORD
GO BACK

On Jul 12, 2019, at 5:48 PM, Owners#2 <Owners#2@[REDACTED].com> wrote:
Good evening,
We will try to expedite this in a timely fashion. The Board of Directors has reached out to our legal team for direction on this matter.

Mrs Owners #2

END OF THIS EVIDENCE RECORD
GO BACK

From: [REDACTED] [mailto:wgr@[REDACTED].com]

Sent: Friday, July 19, 2019 1:30 PM

To: [REDACTED]@Declarant.ca; darnell.lambert@oakville.ca; david@gerrard-design.com; philip.kelly@oakville.ca; [REDACTED]Declarant.ca; jennifer.huctwith@oakville.ca

Cc: Owners#2 (illegitimate replacement board president)

Subject: RE: Fw: [REDACTED] - Entry Feature

Declarant

As I am sure you are aware I am the registered Property Manager for [REDACTED], H.C.E.C.C # [REDACTED] and have been on this file since October 2017.

Previously, I was privy to a number of conversations between the [REDACTED] and Charles [REDACTED] who was a Director during that time.

The correspondence I viewed indicated that the Developer was required to install monuments at the entrance to [REDACTED]. Charles indicated that this was confirmed in the disclosure documentation upon his purchase which was contained in the Residential Subdivision Agreement.

Schedule "H" – Landscaping and Fencing, lists "Masonry Entry Feature", with a fee allocation of \$13,000, as one of the items that the owner (developer) is responsible for installing (and paying for), as per Section 19 – Financial Requirements, Clause (6).

During many conversations/e-mails it was outlined that the Developer should either provide the monuments as was originally promised or pay the cost to supply and install to the Corporation so that they could do as the ownership sees fit. Call it a \$13,000 contribution.

Regardless of how we proceed, installing the monuments at this very late stage would be very problematic and may initiate a legal challenge by the two owners involved. Strike out 'may initiate' and install 'will initiate'.

Which means there may very well be a legal challenge if the BODs says..... install the monuments. Or alternatively there may very well be a different legal challenge from an alternate party(s) if the BODs signs off on the request to abandon.

As such, and in an effort to assist everyone we would need to call a meeting of all owners who own at least 66 2/3 of the units to have them sign off on your proposal given that it could be construed as a change to the common elements.

To this end, please let me know how you would like to proceed but I will advise you that based on my experience with another common element condominium elsewhere in Oakville, the Developer was granted the requested change upon receiving a sizeable contribution.

In other words if the BODs waives the requirement, your profit increases by \$13,000. This may not sit well with any or all of the Owners.

Alternatively, if you contribute \$13,000 it is my understanding that the BODs will call the meeting with a view to signing off on your request.

[REDACTED]
Property Manager
[REDACTED] **Property Management**
[REDACTED]
[Oakville, Ontario](#)
Office: 905-[REDACTED] | Fax: 905-[REDACTED]
[www.\[REDACTED\].pmc.com](http://www.[REDACTED].pmc.com) | [www.\[REDACTED\].pmc](http://www.[REDACTED].pmc)

END OF THIS EVIDENCE RECORD

GO BACK

Subject: RE: [REDACTED] Entry Feature
Hello [REDACTED],

I appreciate the fact that you are in agreement that the Condo Corporation does in fact owe [REDACTED] ([REDACTED]) Inc \$7,852.05, which is quite a bit over paid, not a little.

Regarding your inability to collect from [REDACTED], we should not be held accountable. We handed over the condo with more than the required amount of money. Instead of coming after us, why are you not pursuing avenues to collect from them?

Normally, the condo corporation which is made up of the homeowners, would pay the Reserve Fund Study and the 1st year Performance Audit. The process to register the condominium usually starts after the first home is occupied. The builder in their quest to have the Condo Corporation Registered did it earlier than necessary so the homeowners would not have to go to Interim Occupancy. This is a normal cost for the homeowners. None of the homeowners had to do Interim Occupancy, which would have cost them more (rent). They were able to do the final closing with no additional cost.

The legal fees may have been due to the directions you were taking from the president of the Condo Board at that time, Charles [REDACTED] and the mismanagement of the Condo Funds. We played no part in your choice to incur those fees and it is unethical to claim monies from us regarding this issue.

We were prepared to install the entry feature, but as you are aware, the 2 homeowners that this would affect were greatly against it and we were not able to proceed. At this time, we understand that the homeowners are in agreement to not have this feature installed. We take offense at the fact that you are saying that we are trying to make a profit out of the desire of the homeowners. Despite our numerous attempts to install the entrance feature, all our plans were and have been kyboshed by disagreements between the condo board and its members. We have suffered damages as a result of these disagreements. We have had to incur costs due to this issue as we had ordered the materials, had the sub-trades ready to install,

etc., then we were shut down because of the homeowners that did not want it on their property. Please explain who will compensate us for these costs?

Our intention is not to discuss funds in lieu of the entrance feature. Please provide us with a legal agreement letter from all the homeowners that they would like this feature installed. You will also need to get us assurance which will indemnify [REDACTED] ([REDACTED]) Inc and all its associates, affiliates and employees from further legal proceedings which may follow due to the installation of this feature.

Please let me know how you would like to proceed.

Regards,

[REDACTED] [REDACTED]

COO

[REDACTED] Ltd.

[REDACTED]

[REDACTED]

T: 905-[REDACTED]

F: 905-[REDACTED]

[REDACTED]

Back

CLAIM

1. The plaintiff claims:

- a) An order for specific performance by the defendants to correct deficiencies in the construction of a house relative to plans provided by the defendants and forming part of an agreement of purchase and sale with the plaintiffs, and pursuant to a separate and subsequent undertaking by the defendants to correct the deficiencies, at the property known municipally as [REDACTED] Lakeshore Road [REDACTED] Oakville, the legal description of which is Lot [REDACTED] Plan [REDACTED]-1141, Town of Oakville, being PIN [REDACTED]-[REDACTED] in the Land Registry Office for Halton (No. [REDACTED]) (the "Property"). The Property is a Parcel of Tied Land with an undivided interest in Halton Common Elements Condominium Corporation No. [REDACTED] (hereinafter "HCECC [REDACTED]");
- b) In the alternative to a), \$250,000 for breach of contract, misrepresentation and unjust enrichment;
- c) In addition to a) or b), an award of damages to compensate the plaintiffs for any of the deficiencies in construction relative to the plans that cannot be remedied;
- d) Damages of \$50,000 for loss of use and enjoyment of property;
- e) Damages of \$100,000 for loss on the sale of the plaintiffs' previous home due to misrepresentations of defendants;
- f) Damages of \$50,000 dollars for intentional infliction of mental and emotional distress;
- g) Damages of \$50,000 dollars for punitive, aggravated and exemplary damages for the contumelious, callous and highhanded conduct of the defendants;
- h) A Declaration that the funds provided to the defendants on closing of the purchase of the plaintiffs' house are held in trust for the benefit of the plaintiffs to the extent they are required to correct deficiencies in construction relative to the plans;
- i) An Accounting for the funds provided to the defendants on closing of the purchase of the plaintiffs' house and an order tracing said funds;
- j) A Declaration that the plaintiffs are entitled to statutory and equitable liens over the lands of HCECC [REDACTED] including the property registered as Block [REDACTED], Plan [REDACTED]-[REDACTED], Town of Oakville (hereinafter the "HCECC [REDACTED] Property") and over the interests of the defendants and others in said HCECC [REDACTED] Property, in priority to said other interests, and/or over four individual lots legally described as

Lot [REDACTED], Plan [REDACTED]-[REDACTED], Land Registry Office for Land Titles Division of Halton (NO. [REDACTED]) Town of Oakville, being PIN [REDACTED]-[REDACTED] (LT),

Lot [REDACTED], Plan [REDACTED]-[REDACTED], Land Registry Office for Land Titles Division of Halton (NO. [REDACTED]) Town of Oakville, being PIN [REDACTED]-[REDACTED] (LT),

Lot [REDACTED], Plan [REDACTED]-[REDACTED], Land Registry Office for Land Titles Division of Halton (NO. 20) Town of Oakville, being PIN [REDACTED] (LT) and/or

(hereinafter together referred to as the "Related Properties"), each a Parcel of Tied Land tied to an interest in HCECC [REDACTED];

- k) An order authorizing the issuance and registration on title of a Certificate of Pending Litigation against the lands described in paragraph (j) above;
- l) Interim, interlocutory and permanent injunctions preventing the defendants from transferring any interests in the lands described in paragraph (j) above pending further order of the Court unless and until \$975,000 of the proceeds thereof are paid into Court to the credit of this action;
- m) Pre-judgment and post-judgment interest in accordance with sections 128 and 129 of the Courts of Justice Act, R.S.O. 1990, c. C.43, as amended;
- n) The costs of this proceeding on a substantial indemnity basis, plus all applicable taxes; and
- o) Such further and other relief as this Honourable Court may deem just.

The parties

2. The plaintiffs are individuals residing in the Town of Oakville, Ontario.

3. The defendant Declarant () Inc. is a corporation duly constituted under the laws of Ontario which operates under the name Declarant. The defendant Declarant is an Ontario business operating under the business name and/or is an Ontario corporation. These defendants (together hereinafter referred to as Declarant) carry on business as builders of residential dwellings in Ontario.

□ → □ → □



simplycondos@gmail.com

Mayor Burton and Mr.

Thank you for returning the confidential Evidence File I left with you, that exposed the flagrant criminal conduct of parties that submitted false testimony to the Halton Police and Milton Court, constituting "*Public Mischief and Perjury* and potentially *Criminal Harassment*".

My shock originates in representations that you made to me when as Board President I requested a minor exception to allow our community to modify the stipulated signage feature designated to sit on easements on Lots # [REDACTED] & # [REDACTED].

Mr. [REDACTED] and I had numerous conversations about this vexatious litigant owner (Lot #1) in which you expressed your fear of litigation with her, and I don't feel it a stretch to state that there is at least the appearance that your fear of her has led to this most recent contradiction in your stated position.

Respectfully

Oakville ON, L6L

Back

Charles



www.simplycharles.com

simplycondos@gmail.com

March 30, 2019

Mayor Burton
TOWN OF OAKVILLE

Dear Mayor Burton

I have kept you and your staff informed throughout the disheartening experience that my wife and I were met with upon selecting, and moving to, Oakville for our retirement. This is a situation that no-one, especially the Town of Oakville, can afford to allow to continue. These emotionally unbalanced people simply cannot be allowed to get away with what they've done. Honest tax paying citizens must be able to count on our Municipal Government to deliver the full protections afforded to all honest tax paying citizens.

Your office shared its fear of litigation with this individual, a proven "*vexatious owner*" who possesses a law licence, who has exploited the legal process to their advantage, rendering it cost-prohibitive for anyone to defend themselves against her skilful but highly unethical "*bullying*". This burden cannot be simply passed off by your government onto innocent tax payers.

There exists no uncertainty here. This lawyer has proven herself "*an outright con*" (as we have discussed many times) and your executive staff acknowledged to me your office's fear of her, resulting in our condo corporation's loss of a key corporate asset (our Front Entrance Signage Features for which we paid additional money for) as set out in the Subdivision Agreement ([a document originated by the Town of Oakville](#)).

In a telephone conversation your office informed me that the Declarant "*is still around to resolve all matters, but fears being sued by this woman, thus the Town is not willing to require the declarant to deliver the signage features*". I'm sorry, but with all due respect, this is simply not good enough. As the originator of the Subdivision Agreement the Town holds an ethical and legal obligation to insure that consumers receive what was represented to them when purchasing their million dollar plus homes in Oakville.

I have offered to volunteer my time to work with your office, the Halton Police, various Justices of the Peace in Oakville, Milton and Burlington (whom are being burdened with this woman's skill at exploiting the legal system) and the Courts (including numerous Crown Attorney's) whom have, to date totally dropped the ball and passed the burden onto the shoulders of the individual taxpayers being targeting in this scam. Simply stated, no community can allow this type of conduct to prevail.

I have gone to great lengths and have proven the unethical and unlawful conduct of this woman, her husband and a couple other unethical owners who have proven receptive to her coaching to the extreme of swearing out false testimony to the courts and law agencies (statute describes this as "*Public Mischief*"). I delivered my detailed (confidential) Appeal to the Law Society of Upper Canada to your office over three weeks ago and have not heard back. I proposed that your office make a copy for the Chief of Police and your good self, and arrange a meeting to implement a strategy to "*fix this*". I need that Evidence File including video footage of her assaulting my wife and I while she staged another false Police Incident Report.

This matter shows the reality of our seriously flawed Provincial judicial system that ignores fundamental protections for lawful tax-paying consumers and passes the burden onto the consumers to protect themselves in civil court, when the conduct is clearly "**criminal**" and the responsibility of the municipality to deal with.

I say ignores because I have gone to considerable lengths to document and deliver "*the facts*" that exonerate myself and fellow board members on at least six (6) occasions, delivering clear evidence that could have stopped this, but every time that I presented the actual "*evidence*" **no-one in authority would read it**. I have personally been required to invest thousands of dollars and literally over a thousand hours defending my wife and I against their constant malicious and baseless attacks.

My wife and I have been falsely publicly "*branded as sexual offenders targeting their children*" and I have been publicly chastised by a Justices in Hearings, for refusing to co-operating with the court's dysfunctional expectation that I "*enter into a Peace Bond*" when my wife and I (in fact) are the **absolutely innocent party being falsely attacked by a malicious highly educated lawyer (whom your office has admitted being fearful of)**.

I requested a Halton Police Investigation, and I simply cannot understand how their investigation came up alleging "***no evidence of criminal behaviour***", nor can I comprehend how LSUC chose to not discipline her! This is dysfunctional and simply cannot be tolerated in our lives, municipality or Province.

It has been proven that this stay-at-home mom/lawyer has threatened the builder (Sunrise Homes), with numerous law suits and gleaned tens of thousands of dollars in upgrades FREE. I could run on for pages on this con's outrageous conduct but your office knows it all as it has been kept up to date by me on an ongoing basis.

She operates through surrogates (██████) to "*front*" her assault on the condo docs over the Front Signage Feature and of Lot █████ who continues to run their business out of their home - all in flagrant contradiction to our documents. The Town has turned its back on each owner here and **must address the signage issue** (owners are hamstrung due to no fault of our own, due to simply not being a party to **YOUR** Subdivision Agreement). We lost our "*community*" that we bought into, and have ended up with just another street, (despite the Town holding \$13,000 "*Surety*" of the builder's money but your staff told me "***she will not tolerate that sign. The Town is fearful of litigation with her***").

This woman (and her small group) has been made "*an owner's problem*" when in fact, she is legitimately (at minimum) "***all of our problems***" and most specifically the **Town's of Oakville's problem** as the Town party to (**and actually wrote the Subdivision Agreement**). I have proven their unlawful and malicious conduct but have not been able to persuade any legal authority **to even read the evidence** (not due to any shortage of effort on my part!). I am disappointed to not have heard back from your office after dropping off the complete Evidence File and going over the evidence with your office.

I am simply too old to be made to move and we should not have to even consider selling our brand new home, and pack up and move, because a bully and her surrogates harass us in the manner that the "*Evidence*" shows. At 70 years old, this is simply too much for me, yet everyone has turned their back on the reality that they all have been adequately informed of. This has literally been at the center of our life for 2 full years now. Everyone tells me that we have a winnable civil case but paying for that should not be made the burden of the tax payer (as suggested by your office) when there is allegedly laws already existing to protect us.

The Halton Police, at my request, allegedly conducted an "*investigation*" and somehow, could not come up with any *actionable conduct*. They did not even contact any witnesses or even go through the paper trail with me for perspective, and then, in the end failed to find any of the abundance of evidence provided to them by me. I remain absolutely convinced that swearing out numerous Private Criminal Prosecutions under oath, knowingly fabricating events unquestionably serves up adequate "*evidence*" to prove crimes as well as criminal intent.

To date the only party doing any work to defend my wife and I has been my wife and I and that has come with great cost financially and emotionally! On a retiree's fixed income we cannot entertain six figure litigation and I respectfully submit that it should not be left to consumers to defend against this type of ("**Criminal**") conduct. It's simply not acceptable or equitable and I have to call upon you, the Chief of Police, the Crown Attorney's, Justices of the Peace (Milton and Burlington), Attorney General, etc., to join me in coming up with a solution. I'm willing to help but cannot bear the burden of all this alone, and with all due respect, this is YOUR responsibility.

I am producing a documentary based, on this unacceptable dysfunction.

My wife and I intended to retire here in Oakville and cannot allow these devious individuals to succeed in their nefarious, illegitimate plans to hijack this Oakville community. We intend to live in our home and certainly are offering to help you to insure that this social cancer does not spread throughout OUR community. It really is time for you to stop up.

Please have the Evidence File returned asap (as promised) and understand that I am willing to assist your office and fine self in fixing this obviously dysfunctional reality. I look forward to the opportunity to put all of this back on track together.

Respectfully

Charles

[REDACTED]
[REDACTED]
[REDACTED]

[Back](#)

Charles

Direct:

www.simplycharles.com



simplycondos@gmail.com

August 30th, 2019

Mr. [REDACTED] (and presumably the Board of Directors)

The Mayor of Oakville

[REDACTED]

[REDACTED]

Et al

**IN REPLY TO YOUR EMAIL INVITING ME TO COMMENT ON UNLAWFUL ATTEMPTS
TO STRIP OUR CORPORATION OF OUR "FRONT ENTRANCE FEATURES"**

To all involved:

I received a telephone call on Friday from the Property Manager, under instruction from our unlawfully and unethically constituted Board of Directors, asking me to read material referring to our "**Front Entrance Features**" set out in the "**Disclosure Package**" under which all owners purchased their homes in this community. Apparently, you all are still challenging the integrity of the Disclosure Package which our lawyers answered 2 years ago, or the law of Ontario itself. Either way it seem inappropriate for the proven incompetent declarant, to now be given a negotiating position by the Town government after having failed to comply with our Disclosure Statement.

The Declarant has once again proven himself to be a man totally ***lacking integrity***, shown through him adding his latest "defamatory" statements set out in this material. I am somewhat intrigued to see the Mayor's office finally garnering enough courage and/or nerve to stand for, at least some level of "***principal and integrity***" by holding [REDACTED]'s "***surety***" money of at least \$13,000 that was set aside ***specifically for these monuments***.

Unfortunately for the majority of owners/consumers caught here, in this, this is simply another continuation of "***alternative reality thinking***" and an offensive continuation of malfeasance that has already caused substantial damage to our Owners and our community. Again, the documents have proven valid clearly stating that "***these Entrance Features are to be installed on Easements of 2 lots***" and Ontario law is equally as clear. So are we now to understand that for over two years, having walked away with millions of dollars in profits amidst his sham of being a "quality builder" (read the sales material and web site) with The Declarant clearly not having honoured its obligation so clearly set out in our corporation's documents, the Town has decided to entertain these frivolous requests, without insuring that the "***majority of owners and shareholders in our corporation are in agreement***".

The ONLY reason [REDACTED] was NOT sued by our previous board for refusing to deliver these stated Features set out clearly in the Disclosure Package (along with our corporate turn-over records) was that the Board was told by our municipal government, specifically [REDACTED] that the board and/or owners "***were not parties to the Subdivision Agreement and therefore did not have standing***" and therefore we owners could not sue. I remain confident that this is ***factually incorrect***.

I must pointed out that "***The Town of Oakville was not only a party to the Agreement, the Town of Oakville actually wrote that agreement***". But also, common sense and law supports that all rights and obligations between all parties would append to the Purchaser's AP&S. And with all due respect,

the Town of Oakville appears to have intentionally and knowingly left the rest of our owners "out to dry" enduring this serious loss of a corporate asset simply out of **fear of litigation** from this one owner! I would ask you [REDACTED], "how is it that this one owner has such obvious standing" (at least with you) "but not the rests of us". This "fear of litigation" is NOT my conclusion or opinion, but rather [REDACTED]'s own statements to me in front of a witness.

[REDACTED] and I communicated continually throughout my term as Board President about this vexatious litigant, and expressed his genuine fears, and fears of the Town, of this owner. I quote [REDACTED]: **"she will triple any conventional litigation costs"** (your words), so apparently, **out of fear, the Town of Oakville simply chose to 'pass the buck' onto the remaining owners.** And now, years later, we see the exact same 'responsibility avoidance' coming back around over this proven **false issue.** I shouldn't have to tell anyone involved here that this remains a black eye on our municipal government.

Due specifically to the Town's chosen "wait and see, self-preservationist approach to governance" this highly unethical and proven inept builder has been allowed to remain **"negligent" in fulfilling his contractual obligations to our owners**, whom purchased under a **"Disclosure Statement"**. Possibly [REDACTED] will be good enough to share whatever "precedent in law" he has relied on that suggested to him, that the substance and content of the Disclosure Documents may become **"negotiable" 5 years after its "Registration"**. I do not believe that any Disclosure Package has been "revisited by a 5 year old corporation, in my 50 years in the condo industry and must ask for "precedent". By allowing this proven shady and incompetent man to masquerade as a reputable builder ("declarant") **and renege on his obligations set out in the Disclosure Statement, that includes the specific Entrance Features**, the Town will prove that it has **"betrayed its Duty"** to protect its taxpayers **within the body and execution of its OWN contracts.**

The Town has admitted that, out of sheer fear of this 1 litigious owner, who has unlawfully and unethically led a small band of owners to take control of our condo corporation's Board (installing her unqualified "shill" as Board President to serve under malfeasance to benefit this 1 owner), has proven itself inept or incompetent in protecting the basic rights of the other owners.

Again, let me make it abundantly clear, [REDACTED], [REDACTED], [REDACTED] and the Mayor of Oakville, on August 7, 2017 received an email from me, President of the Board with a copy of a letter from our lawyers stating the obvious, which was that [REDACTED] **was not telling the truth** when he represented that **"the entrance signage feature is not necessary"**. He has been lying ever since and working fearful of this 1 owner whom has sued him at least twice and got FREE upgrades in the tens of thousands of dollars including a window cut into her stone foundation FREE.

And for some unexplained reason, the Town of Oakville who drew up that contract and was a "party to that contract" has turned its back and allowed them to get away under the false illusion that their was an issue relating to the Disclosure Package, when there categorically is NOT and never had been. This has been misrepresented, misstated, misinterpreted and outright abused by each party named as a recipient of this requested answer. The facts are that there does not exist and never has existed an "ISSUE supporting not installing these feature walls", as this issue was fully addressed by our lawyers and shared with all back in August 7, 2017 (above).

My confidence in Oakville's municipal government has been seriously shaken but I remain optimistic that it will do the right ("legal") thing. There is no confusion remaining here. It appears that someone must remind you all that, **Ontario is a Province of laws**, but with the Town of Oakville refusing to uphold its own published law ("Subdivision Agreement") while ignoring Provincial Law that **require it to insure that Disclosure Packages are honoured and held sacred**, it has allowed this proven unethical builder to further exploit the owners in our community.

Condo law during my almost 50 years in Ontario's condo business, fully supports that **the Disclosure Statement is the "Bible" in Condoland** and it makes clear that **"If something is included in the Disclosure Package it must be delivered and if it is not, then it does not"** (at least in every condo I've ever been associated with, until The Town of Oakville turned this *history* onto it's head with this). I will look forward to receiving the precedent upon which the Town relied here.

This has absolutely NOTHING to do with "requiring new Board Resolutions, owners voting, or absolutely anything else", other than this offensive individual masquerading as a builder and the

Town being fearful of this vexatious litigant owner. [REDACTED] people bought here under a "**Disclosure Package**" that specifically included these Entrance Features.

And just because this vexatious owner has managed to intimidate this builder and the Town, and [REDACTED], and the Mayor, which led to you all running around hiding from your responsibility that comes with your jobs, we owners have been materially damaged. "**Integrity**" is what was called for here gentlemen, and with all due respect, none of you have displayed any integrity whatsoever to date. The Town of Oakville is guilty of serious malfeasance by allowing this non-issue to become an issue (not just allowing but helping).

This entire matter is extremely obvious and carries an obviously simple solution. Owners bought into this piece of real estate, enduring Sunrise Home's dysfunctional and distrustful conduct right through to its blatant **refusal to simply comply with the Disclosure Package** and install the Entrance Features set out therein. This has long been a test of each party's "**Integrity**" and it appears obvious now that this builder ("[REDACTED]") simply has none and it appears that, with all due respect, the Town of Oakville has some explaining to do!

The Mayor's office (through [REDACTED]) proves the **major major cause of this consumer exploitation**, especially as [REDACTED] and I addressed expressly this specific matter well over a year ago, with [REDACTED] telling me that "**there's no way that Owner #1 will allow the builder to install those Entrance Features**" (if the board had no "**standing**", logically neither would this 1 owners!) and gave me his word that "**there is no way that \$13,000 is going back to the builder**". Mr. [REDACTED] and our corporation's lawyers each told us that this litigious owner would "**triple all legal costs (that [REDACTED] falsely refers to) if you fight her**". Mr. [REDACTED] admitted to me that the Town was "**afraid of litigation with this owner**", but it has become clear that his solution was simply to pass the burden onto our condo board and/or the individual owners.

I must be honest and admit that I'm still somewhat reeling from having entertained Mr. [REDACTED] in my home recently, where he delivered an **absolutely contradictory explanation to his original representations to our Board where he told me personally that there was "no way we could intrude in any way onto Town land for even an inch to accommodate a modified signage feature"** with an accompanying expansive explanation of a "**big expensive homes community in east Oakville encroaching onto Town land and had been forced by the Town to remove the encroachment**".

To have Mr. [REDACTED] come to my home and tell me that this Owner (Lot # [REDACTED]) "**had been given some kind of special exemption**" authorizing her to build **two full width concrete walkways over Town land** and adjoining onto the Town sidewalks (spanning over the 6' of existing town land grass area), seemed disrespectful to me.

To avoid jumping to any conclusions, and I would never accuse anyone of anything without first giving them the opportunity to substantiate their claims, I am herewith asking the Town, the Mayor and Mr. [REDACTED] to email me a copy of this alleged "**Special Exemption Permit**" at their earliest opportunity, as not only does it appear that such an exemption would break municipal by-laws, evidence shows that this vexatious owner has now also added a "**permanent advertisement on Town land**" set right into the concrete (wasn't "**signage**" on town land the issue here?).

I'm uncertain as to why this has even been brought to me at the instruction of the existing unlawful Board with its illegitimate President **who's repeated lies have already proven categorically disqualify her from sitting as a board member** (the only criteria is "**Honesty**" which her published track record shows as totally non-existent). To comply with your request for my perspective, I would point to the Act and our documents showing clearly that a legitimate issue (of which this is not) would require a vote of owners at a Special Meeting and would require a majority of owner votes of between 66 - 80 % vote of Owners. However this has already **proven to not be a legitimate issue as the Disclosure documents include these Entrance Features** and it is the obligation of the builder, municipal government, and Board of Directors to all insure that "**Integrity of the law**" is followed. To date it observably has NOT been!

[REDACTED] knows full well that he has failed our community miserably as a builder, as a businessman and as a man, and the record shows clearly that he simply does not care to fulfil his legal obligations under the Town's contracts with him, even when he has been fully paid his millions of dollars. This is precisely why Ontario has Disclosure Statements. His cousins whom he brought in

here proved just as inept, incompetent, untrustworthy and unethical as [REDACTED] continues to demonstrate. They also "stiffed our corporation" for over \$12,000. This most recent "penny pinching" and pursuing money to which [REDACTED] is not legally entitled, simply demonstrates just how lacking in integrity [REDACTED] and his firm are.

The Town of Oakville knows full well that it completely failed our community, starting when it issued "*Occupancy Permits*" in direct contradiction to its own (the Town's OWN) Subdivision Agreement and allowed the builder to require people to move into his construction site, prior to this *would-be* builder even fulfilling his own obligations under the Town's own contract.

The Town consciously chose to ignore its duty, when it chose to hide behind a rather flimsy and flawed ("*false*") argument that "*it could not force the builder to install these Entrance Features*" when the Town was the main party to the contract and had actually originated ("*wrote*") this contract, and the Town was the party holding the \$13,000 Builder's "surety" for these Entrance Features. There is absolutely nothing standing in the Town's way to require this builder to simply honour its representations to our Owners that he used to get them to buy OR DO IT THEMSELVES (the Town has admitted holding the money for more than 2 years!).

There is no rocket science required here to figure this out gentlemen. I know that they have come to me only "*to test the waters*" on continuing to perpetuate this scam, to which [REDACTED], the Town of Oakville and this couple of rogue owners, are all parties to. The law is not on your side gentlemen and neither are the facts. You all owe honest taxpayers an apology and getting the existing contracts fulfilled and that requires building these Features on their Easements.

It is time for this to stop and for all these parties to simply **respect, honour and obey the laws** of our land and honour the representations set out in our Disclosure Package. Unless you can prove that I am wrong here, you have a legal and moral obligation to simply have those Entrance Features installed without further delay. I didn't asked to be called in here. So here's your answer.

To allow this tyranny to prevail would constitute a literal "*sin*" and possibly a "*crime*". I am respectfully asking the Town of Oakville to exercise its obligations under its OWN Subdivision Agreement and protect the integrity of its Agreement and its taxpayers, by ordering that these Entrance Features be installed without further delay.

If the Builder won't comply, the Town already has the funds and should move forward immediately and without delay, applying ALL sureties and/or cash advances of the Builder's that the Town has admitted to holding for these entrance features and other deficiencies still lingering.

Gentlemen, we are all fully aware that this is all a **grand deception** being perpetrated by some **very unethical people** especially [REDACTED]. At some point, someone has to introduce some integrity into this sad tale that has perpetuated for over two years now.

[REDACTED], I would ask for disclosure of the names of our existing board's members (I recall all the slanderous allegations when our original board was attacked for not "*introducing board members*" by these very same people now running the illegitimate board) when convenient, with copies of their Director Forms, and also, update all owners regarding the Small Claims Court "*counter suit*" in which these same rogue owners frivolously counter-sued our corporation for (false) substantial damages to her vehicles before the Board was formed.

And to [REDACTED], I must hereby inform you that I am now contemplating a defamation law suit against you, specifically for the false representations you have made publically here in the material I received. [REDACTED] you are fully aware that you are owed no money. In fact you have been overpaid for notably deficient workmanship and ran away once you had your money like a "thief in the night". Need I remind you that you broke every contract that you entered into with every buyer except with me, when you refused to complete the driveways within the contracted 24 months, and only completed them at all because I caught you with Tarion.

And to the Town of Oakville, I am asking on behalf of all the remaining owners that you uphold the integrity of your involvement in this fiasco, by simply applying the law, which requires developers and builders to honour their undertakings and obligations set out in their Disclosure Packages.

Once again, it has been made abundantly clear for over two (2) years now, that there “**never has been any legitimate issue with regard to these entrance features**” and the Town of Oakville, and with all due respect Mr. [REDACTED], have known this over this entire time period, consciously choosing to sit on the sidelines turning your back on the rest of the Owners here, most of whom have been so intimidated and bullied that they remain fearful to even make any statement or take any stand. This is NOT the Ontario that most Canadians want to live in.

I will anxiously await the Town’s reply on the issues set out herein.

Respectfully

Charles [REDACTED] Owner Lot [REDACTED]

[Back](#)

Charles

Direct:




www.simplycharles.com

simplycondos@gmail.com

August 31, 2019


By email

Mayor Burton & 
TOWN OF OAKVILLE

Gentlemen

I am writing you after having receiving a "*request for my opinion*" yesterday from our POTL's *illegitimate* board of director(s) of which I believe there is actually only one member (in contravention of the Condo Act). The Town has empowered this group of Anarchists for well over a year now by allowing this travesty of justice to continue.

It is clear that they have come to me now, after exhausting every other effort to subvert the legal process (as shown in the email trail attached) and are calculating their odds of continued success in their *con job* and unlawful pursuits to strip this condominium of the Entrance Features so clearly set out in our Disclosure Packages.

Mr. , you have been kept apprised of all developments by me personally throughout this disappointing fiasco (see my email to you, the Mayor, the declarants and lawyers date August 7, 2017 - **OVER 2 YEARS AGO** following our lawyers having proven that we owners are entitled the entrance signage feature), yet you have continued to perpetuate this myth about the entrance features for over 2 years and in the process "*empowering them*".

For 2 years, you have known the validity of our documents with respect to these front entrance features and the Town has neglected to act with Integrity. This community has been made a living hell and your "*turning your back on it*" has caused it. Again with all due respect, how many other Oakville property owners (not just we board members whom they have so maliciously targeted and our fellow owners in this community) do you believe are now subject to the corrupt will of these people?

Let me be perfectly frank here. You originally contacted me subtly threatening a frivolous law suit over a blog I had written that wasn't particularly favourable to the Town when it had issued Occupancy Permits in direct contradiction of your own contracts. You and I have had open dialogue since you, the Mayor and I met and discussed that matter. I'm saddened to have to say that you compromised your personal and, resultingly the Town Government's Integrity when you visited my home a few weeks back with what appears to be a *tell-tale story* regarding our vexatious owner's "***having been given a 'special exemption' authorizing her to build concrete walkways over Town Land***".

Back when I was Board President I had gone to extreme lengths, investing inordinate amounts of my time, energy and resources, trying to come up a "solution" to resolve this exact 'entrance feature issue' and my wife and I were told by you, Mr. [REDACTED] "that encroaching onto or over Town Land was simply 'impossible'." reinforcing your position with a rather surprisingly detailed narrative about "a big dollar big home community in east Oakville that had encroached on Town Land and had been forced to remove the encroaching material that was on Town Land by The Town".

It is simply irrational to consider how both of these conflicting accounts could possibly be the truth especially when they both came from the same source, I feel an explanation to be warranted. I am **requesting a copy of this dated exemption** and the Minutes from the Town Meeting at which authorizing this "special exemption" was addressed.

Mr. [REDACTED], with all due respect, you are a trained lawyer and I expect that you are sufficiently familiar with black letter contract law. I am intrigued to see what legal precedent you claim to explain why the Town has allowed its "conditions and terms" set out in our community's Disclosure Package (you've had my August 7/17 email in your possession for 2 full years!) to be ignored, simply over your announced position that "she will never allow the declarant to install those features" (how did you come up with this?). Mr. [REDACTED] you personally echoed these sentiments to me about her, thus there is the appearance that you simply "sold out" the owners in our community out of fear of her. We were required to prove the validity of our documents at considerable legal expense, yet when shared with you, you allowed this to continue.

This is where our community (the honest, innocent remainder), justifiably feel abandoned. This mess is, with all due respect, wholly attributable to the Town of Oakville's mishandling of the matter from the very onset. This mess has destroyed the Integrity of our community and driven an ongoing wedge between owners, all because the Town was working to avoid her, at our expense. This is not how municipal officials are supposed to honour their elected positions!

The truly "stunning" thing here is that there NEVER HAS BEEN A LEGAL QUESTION ABOUT THESE ENTRANCE FEATURES! I don't intend to try to school you, but I will present to you the logic and facts relating to these "Entrance Features" and show you where the facts align with the law, which makes them irrefutable. These Anarchists could never have gotten away with what they have gotten away with without the Town's involvement and support.

The Town of Oakville has clearly failed in its duty to uphold the fundamental integrity of its own contracts, contracts that the Town itself wrote, and entered into with "the declarant" (whomsoever that may have originally been or ended up being). It appears that your representations made to me may prove disingenuous. You have stated that somehow, our Disclosure Package may not be honoured by the declarant "because we purchasers are not parties to your Subdivision Agreement", which is simply **illogical and without merit.** Is the Town saying that "it did not adequately append the Subdivision Agreement to its transfer of declarant from [REDACTED] to [REDACTED] Homes"? Even if that were the case, the Town would be liable, due to its negligence and not Owners. **This is, after all, the sole justification for why "contracts" and "Disclosure Packages" exist!**

I must respectfully confess that I find it bordering "*egregious*" to have the Town take the position it has, observably against the best interests of the majority of owners in our community simply out of fear of having to face this single litigious owner. I am similarly burdened when realizing the rest of the owners have been substantially **damaged** as a result of this one owner, whom you and the declarant are so afraid of. Nothing justifies a government office passing all of this onto innocent consumers.

The Law *IS* the Law gentlemen, and with all due respect if you, as Mayor of this Town, choose to ignore and allow selective people to not live by them, I would respectfully suggest that you step aside or fulfil your obligations to '*we the people*' that helped vote you in, or have a proper deliberation based solely on existing law and not on fear. If not, please explain your understanding on **why Disclosure Packages exist in the first place.**

A Disclosure Package is "**the ONLY concrete consumer protection mechanism that exists** in the entire condo buying experience in Ontario, and your stated position here, in my respectfully humble opinion, is simply categorically wrong and unjust and it is damaging to all owners who rely on and trust in *your* Town's documents.

To even tolerate this builder's false representation about "*the need for owners to vote*" or even a "*Resolution by the owners in a Special Meeting*" and/or any of the many other dysfunctional efforts of these corrupt people, is once again simply another serious Breach of Trust by the Town. Existing contracts must be honoured!

Ontario law requires that our Disclosure Package have **appended to it** all pertinent documents, which must include the Subdivision Agreement that Mr. [REDACTED] has stated "*we owners have no standing in*". Common sense must come in somewhere here! After all gentlemen, the sole purpose for the existence of a Disclosure Package accompanying the AP&S of pre-construction homes **is to protect BUYERS** and enable them to at least get the minimum "*promises fulfilled*" that were made to them by developers at time of purchase.

Our corporation's lawyer informed the board that dropping the Entrance Features carries an **extremely high cost to our owners** as all of the corporation's documents would have to be changed. This expenditure is totally unjustified and unacceptable. For this to ever come about, either the Town, or the Owners pushing for this must indemnify and hold harmless the opposing owners of this ridiculous effort. All of this (100%) originates from the known "*Bully Lawyer*" (Lot # [REDACTED] that bought opposed to living in a condo and is opposed to the easement on their property that they signed a contract agreeing to accept! Why is the FEAR that has led the Town of Oakville to bend so far to accommodate this highly unethical owner for these past 2 years relying on lame excuses about "*standing*"?

I have told you ever since I met you both, that I am publishing an e-book and working on a documentary, covering my experiences in buying this property in Oakville. I'm actually in the final edit stage and anticipate releasing it before the New Year. I'm sorry to say that it may not be overly flattering to the Town, and that it paints a decidedly "*grey cloud*" over you both personally, but you can rest assured that I have spoken only the truth (we met with you subtly threatening to sue me for liable for my truthful blog). Fixing this mess according to the law would go a long way to dispel that grey cloud and doing so needs only that the Town require the declarant to honour the Disclosure Package and install these Entrance Features.

I was disappointed when I offered to work with the Town to help clean up this type of corruption in our town and Province only to have you turn away. Doing so left a feeling that it was easier for you to turn your back on constituents and supporters over simply doing your job and make sure your documents are honoured.

I never look for fights, yet they seem to always somehow find me. We met when you screwed up by granting Occupancy Permits in contradiction to your own Subdivision Agreement, and I blogged about it, but then gave you the benefit of the doubt and constructively worked with you. It can't be said that I haven't proven to be co-operative and easy to get along with. I honestly feel that I have been disrespected and I want to give you every opportunity to redeem yourselves here.

You can reclaim a lot of lost credibility by simply doing what the law says you were supposed to do on day one, and simply instruct the applicant to honour the terms of the Disclosure Package and YOUR Subdivision Agreement and install these Entrance Features, which would remove most of that grey cloud.

Our consumers bought into an "upscale residential community behind a prestigious front entrance feature", and have ended up living in what is equivalent to a low end "trailer park" specifically without these grand entrance stone feature that were designed to highlight our community. We've lost all sense of community due to a couple owners intimidating and bullying other owners into giving them their way and you have simply sidestepped your responsibility here and supported them.

We now live in a community where the illegitimate board president who manipulated control away from the legitimate board specifically to enable them to run their business out of their home (in specific contradiction to our condo Rules). We have had 2 of 5 street lights burned out for months, wires dangerous slung over and running over Town Land, vehicles parking on our Fire Route frequently, building trades people continually at the board President's house, and a significant loss of the prestigious community presented to us in the sales material.

I'm confident that none of this is news to either of you, yet they've pulled this off with ease, because of being "empowered" by the Town of Oakville whom has admitted to being afraid of this litigious owner. You don't get to dump this type of trash onto the rest of us Owners. Honouring the Disclosure Package and your OWN Subdivision Agreement is what is called for here, and quite honestly, *NOTHING ELSE*.

The Town informed me out of the blue of our board's need to apply for the Fire Route designation (because once again, the declarant was supposed to but, as usual didn't), introducing a whole new layer of harassment against me yet, for over a year, not a single parking violation has been issued, despite parking, including over night parking, being a frequent occurrence. As I write this, my surveillance video is recording cars illegally parked on our Fire Lane! Please show me the Town's integrity here?!

I see in the information sent to me in emails between the declarant and Darnell Lambert, that the declarant is attempting to "rewrite history" and apparently the Town is co-operating with actions that can only be said as unlawful. All sales in this community relied on the existing Disclosure Package (and all appended contracts such as the Town's OWN Subdivision Agreement) which specify these Easements and Entrance Features.

Another interesting question, (above all those already before us), is "*why is this declarant and this couple of owners, (after already unethically taken control of our board), pushing so hard with "Revised Drawings", saying "submitting modified plans was part of the requirement to resolve this matter"*" (Darnell's legal team came back with the same advice that I've given - "that it will require a vote"). There simply is NO MATTER TO RESOLVE unless the Town has rewritten laws that it has not disclosed.

The original (*legitimate*) board investigated all options relating to this entrance feature fiasco, and **it proved to not be in the best interests of our corporation or shareholders to allow of these major assets to be removed.** I shared all of this with you! The logical question is: "*why is the Town working so hard to support their unlawful efforts*"? Efforts which are clearly against the best interests of the rest of the owners, who relied on those promises set out in the Disclosure Package to make their buying decisions"? This is all about "Integrity" or should I say "***Integrity lost***"!

I hope that are both big enough to reconsider your position that you've adapted in this to date (I do commend you for holding the builder's surety, that you held to insure delivery the signage features), and simply do *the right thing*. You have knowingly supported this small, dysfunctional and proven highly unethical group of owners execute their corrupt Plans, by turning your back on the remainder of the Owners. You have empowered the bullies and they've used that support to further their goals! The Town and your good selves, now literally control the Town's destiny in this, as the Town's involvement in this forms a complete chapter in my book and will play a major roll in the documentary.

It is my sincere hope that you do the right thing and simply require this builder to comply with the Disclosure Documents that he accepted when seeking to develop this community. He made his millions and walked away and the Town made a lot of money and turned its back and the legitimate Owners forced to eat scraps! Disclosure Documents are literally the "***heart and soul of Condoland***" and that Condoland is, after all, where we all in Ontario live today.

Respectfully

Charles

Back

simplycondos.com <simplycondos@gmail.com>

Thu, Dec 14, 2017, 11:25 AM

to Mayor Burton, [REDACTED], Darnell Lambert, Property Manager

[REDACTED] and Mayor Burton et al

I am attaching a copy of a confidential email received from our board's attorney (we been required to spend excessive amounts of owner money simply trying to get this builder to co-operate and complete the site). Having Closed his last sale in February 2017 he has walked away and expired no effort to complete the place as he received all his money at that time.

Our Board of Directors has hit a stone wall when it comes to having him (the "declarant" - Declarant / Declarant) complete this development.

We have gotten it boiled down to **paving our driveways** (each owner paid \$2,500 +HST per home at Closing - some 24 months ago this month as stipulated in the AP&S as "*must be completed by 24 months*").

The second is our **front entrance signage feature** which is the subject matter set out in our lawyer's email below.

I have copied you on my last couple efforts to have this declarant honour their obligations and complete these two easily completed requirements before they disappear completely but they have simply ignored my reasonable requests.

Fortunately you have the money on deposit from them (\$13,000). They won't get back to me and I was hoping that you could put some pressure on them to get the funds released so we can at least close this outstanding matter and schedule its installation (probably won't be till spring but authorization of the funds could be accomplished asap).

Anything you can do to help will be appreciated.

Respectfully

Charles, President

BACK

From: simplycondos.com [mailto:simplycondos@gmail.com]

Sent: Tuesday, November 07, 2017 7:25 AM

To: The Declarants ; mayor@oakville.ca; tmaccharles.mpp.co@liberal.ola.org;
Mayor's Chief of Staff, Darnell Lambert; Board Member #5; Board member #4; [REDACTED];
marketplace@cbc.ca; [REDACTED]; customerservice@tarion.com

Subject: FRONT ENTRANCE SIGNAGE FEATURE

Mr.Declarant1and Mr.Declarant2(and directors of [REDACTED] Homes/[REDACTED] Acquisitions)

As the declarant in our new community *you have abused those who purchased from you horrifically!*

The withholding of the Subdivision Agreement is a *breach of the law.*

Imposing Occupancy against the undertakings in the Subdivision Agreement constitutes *another breach of law.*

Having Closed on your first transaction in December 2015 (2 years ago) and just yesterday finally delivering the black top after having collected 100% of your money in February - 9 months ago (under your contract **you legally had only 2 years - ending this month to do so**), is simply downright offensive and may constitute *another breach of law (owners paid \$1,500 for their driveways to be paved (as far back a 2 years!!!) at Closing and you have failed to do so).*

You have refused to install the entrance signage feature set out in our Declaration and accompanying documents. again may constitute a breach of applicable law. You have refused to communicate to my (President of the Board of Directors) *repeated requests for a schedule regarding delivery of same.*

You have willfully colluded with a couple of dissenting Owners (who do not want the obligations regarding easements on their lots) *to avoid fulfilling your obligations under the Site Plan Agreement with the Municipal Government,* which again may constitute a breach of law. We have a very unsettling email that your directors sent to Daryll Lambert (Chief Inspector of the Town of Oakville), in which *you appear to attempt to try to avoid installing our signage feature* set out in our documents.

I am asking you this one last time to *notify us of your schedule to deliver the signage feature set out in our documents* or we will be left with no alternative but to again hire legal council to deal with getting this signage feature which you are contractually obligated to deliver. We will recoup our legal expenses for being forced into this by you.

I have withheld pursuing these matters for an excessive time period now, to grant you every benefit of the doubt, and you have done only the absolute minimum to fulfill your obligations to our owners like the black top being ignored for 8 months and completed 2 weeks before the contractual deadline.

I am once again respectfully asking you to **deliver a schedule** on completing this development (you have left it for 8 great months and now "weather-permitting" will dominate the issue). You used this argument last year as winter approached and you failed to get homes completed.

You have forced our owners to live in a construction site for 8 months following you getting all your money and departing the project.

Our Owners (your purchasers all in excess of \$1 Million Dollars) don't want to waste more money, legally trying to get what was promised to us in our purchase documents.

You have \$13,000 on deposit with the Municipal Government (Town of Oakville) regarding this signage feature and 6 months ago I requested that you simply "hand that money on deposit over to our board of directors and we will get our community completed but you have refused to co-operate.

There is no reasonable explanation for you having departed this community without fulfilling your legal obligations under the AP&S with each owner.

I respectfully ask you again to reply to this email and confirm a date upon which you will complete the signage feature before winter sets in (you have had months to do it and have chosen not to, but rather work behind the scenes sending false and misleading emails to the Town Inspector and selected owners (causing us additional legal costs to defend the integrity of YOUR/our documents that we as a community inherited from you).

If you prefer to have our board of directors take over getting it simple project completed we are happy to do so. **All that is needed is for you to notify the Town of Oakville (copied on this email) giving them the authority to turn the funds on deposit for this signage feature over to our board of directors.**

I look forward to your timely reply

Respectfully

Charles, Board President
HCECC [REDACTED]

BACK

simplycondos.com <simplycondos@gmail.com>

Apr 5, 2018, 9:18 AM

to mayor, [REDACTED] Property Manager, Board Member #4

I sincerely apologize to each of you, for continuing to send you updates on the nightmare scenario that has existed since I published my original blog that resulted in the Town contacting me.

Not only have the owners in [REDACTED] failed to receive protection against this highly unethical builder ("Declarant"), who has refused to even communicate with our Board of Director's reasonable requests for dialogue to arrange the completion of this development.

Owners paid \$2,500 each to the builder in their "Adjustments at Closing" for "paving of their driveway" and another \$1,750 advanced to offset the Entrance Signage Features set out in our documents. The builder's contract allowed them two (2) years to complete the paving of their driveways. Two (2) years have elapsed and the driveways remain unpaved and the Signage Features have NOT been delivered. The simple math shows, in excess of \$70,000 in the hands of this builder who walked away with his money over 12 months ago leaving a literal mess of a corporation and failed to meet any requirements under the Condo Act.

As the President of the Board, I hear and face, the anxiety of owners who feel unfairly dealt with.

These are the same owners that were forced to accept Occupancy in contradiction of the Subdivision Agreement (to which they are not a party thus have no legal recourse) between the Town of Oakville and [REDACTED], the original developer. We have no awareness or disclosure on [REDACTED]'s undertaking and/or obligations that would be set out between them and the other builders that they sold lots to.

We have discovered that our community and board of directors have no legal standing in attempting to receive the Entrance Signage Monuments ("Corp. Assets") set out under our documents.

Our lawyers, as I mentioned, have told us that our community/corp cannot even legally have this builder fulfill their legal obligations in this matter (signage features) with by having them authorize the Town to release the \$13,000 "on Deposit with the Town, specifically to insure these monuments are installed".

As a volunteer board members, left to handle all these matters basically by myself, coupled with addressing the bazaar (and about to be proven "criminal" conduct of a pair of owners who have proven to have had a Plan to "Dissolve our Condo Corporation" through false personal attacks against me and 3 different Criminal Summons) I quite honestly have to confess, that I have been literally overwhelmed for the past year now as a result of "Volunteering" to manage this POTL ("road").

The \$13,000 "is on deposit" specifically to resolve any lingering doubt about the integrity of this developer, and their willingness to fulfil their contractual obligations to our corporation and its owners. The Subdivision Agreement let us down and we endured, but this endless struggle to just get what we paid for are really all that remains.

The question seems to be *"what is required to have the Town move to execute the provisions that trigger using the \$13,000 "on deposit, to fulfill the builder's obligations to have these Front Entrance Signage Monuments installed"*.

Respectfully

Charles
Board of Directors
HCECC [REDACTED]

BACK

Oct. 3, 2019

Mayor Burton

I am writing you (again) to respectfully request a copy of what was represented to me by your office as an "Encroachment Agreement", granted by the Town of Oakville to the owners of [REDACTED] Lakeshore Road.

Due to the considerable lengths that I personally went to with your office trying to solve hostile issues within our community introduced by the lawyer whom your office repeatedly confirmed to me being "fearful of", in which your office represented to me as Board President, that encroaching on this very same piece of Town Land would be "*physically impossible*" due to outcomes of other Oakville communities having encroached onto Town land and been required to remove the fixtures.

I am confident that you can appreciate the significance of this conundrum.

I told you when I first met you in your office that I was writing a book on all of this and producing a documentary, and yet as if indifferent to how you have come off looking so bad here, that it is difficult for me to embarrass you and the Town by publishing the truthful "facts".

I would remind you that we originally met under a veiled threat or bluff about a potential liable suit over what I had published in one of my blog about the Town breaking its own contract and requiring consumers to accept "Occupancy" when its own contracts prohibited occupancy until certain obligations were fulfilled. This breach of contract resulted in one family having to live in the midst of a construction site for over a year and forced them to give up their pet due to the mud and construction chaos.

I understand that you had met this individual family orchestrating all of this over the condition of the site, and over her fights and litigation with the declarant who the Town is holding \$13,000 "Surety" insuring representations made in your (the Town's) Subdivision Agreement for the installation of the Entrance Features.

This dispute over having the Town and/or Declarant fulfill the obligations set out in the Disclosure Package has held no integrity from the very outset. I just received a copy of an email from the Declarant saying that he wanted to install them but 2 owners didn't want them (2 owners in a community of 18 most wanting the Entrance Features). What could this possibly have to do with the Town insuring that representations in the Disclosure Package are honoured?

The Town is the last man standing here with respect to responsibility of introducing this Breach of Contract, and it may very well be proven that the Town "Lied" and/or "Misrepresented" when it represented to me that our Board and/or Owners/Purchasers "have no standing in the agreements calling for these Entrance Features. I respect that this is a very serious allegation, that should not be made or taken, lightly.

This is why the significance of the requested Encroachment Agreement herein, as there is the appearance that we have once again be lied to, as I honestly at the time your represented attended my home and presented it to me, could not believe the contradiction being made by the same party to me.

I am asking for the third and last time, that you simply have someone on your staff, send me a copy of this alleged Encroachment Agreement along with a copy of the Minutes of the Town Meeting in which this was addressed and passed, so we can all move on. I am not looking for trouble or a fight. Rather I am asking you to

simply abide by the laws of the Province of Ontario and see to it that the terms, conditions and representations made to consumer be fulfilled and met.

With all due respect Mr. [REDACTED], the evidence trail sent to me a couple weeks ago showing the Town's *behind the scenes* interaction with what your staff knows to be an illegitimate board attempting to "change history" by having the declarant whom has nothing to do with this community for over a year and the Town, who has nothing to do with this community, **SWITCH OUT DOCUMENTS IN THE ORIGINAL AGREEMENTS AND REPLACE THEM** suggests potentially unethical, if not unlawful conduct.

I answered the invitation to me to comment, directly to you and your Chief Inspector, showing my serious ethical and legal concerns, yet throughout all of this, you have had full knowledge of what I and my fellow Board Members have been going through with this litigious ("Vexatious") Owner and chosen to turn a blind eye.

Upon receipt of this requested "Evidence" it appears I will be left no option but to commence a civil action against the Town and possibly you personally. This is about as flagrant a breach of duty as I can imagine, and I feel bad putting such a bright light onto Oakville as a community, but the facts are the facts and apparently you and the Town have been acting badly. This has been totally in your control throughout the 2 years plus that this has gone on and out of fear of one person you've turned your back on a whole community.

Everything here points directly to you and you could still do the right thing and have these Entrance Features built onto the Easements as prescribed in our Disclosure Statement and bundle of documents, sparing Oakville the humiliation and embarrassment as I would have nothing bad to say. I've heard this unethical builder propose requiring the community to vote on these Entrance Features but that is absolutely contradictory to law as the Disclosure documents don't support anything but them being installed on the easements. The Disclosure Package is the law that must be complied with.

Two years ago I sent you an email confirming our lawyers echoing of my position, that our documents were all sound and valid and that the declarant should go forward with having them installed and you/Town have done nothing out of fear of this one "vexatious litigant" and when I offered to help you uphold the law and deal with this lawyer you turned away (and possibly showed up at my home telling another lie). This is not the kind of leadership I was looking for when I voted for you as Mayor.

The Town holds the \$13,000 and the legal right and authority to have these Entrance Features installed without further delay and, in the process relieve this community of the tyranny that it has been required to live under. The burden of dealing with this lawyer is and always has been yours and to be frank, it is time that you step up. Oakville still has an opportunity to avoid the negative exposure and press that may come from my publishing the truth about what has gone on here.

I'm not asking you for much, after all I'm just saying "insure that the law is upheld here". When you do the right thing and I write about that, the Town and your good self will be rewarded.

Respectfully

Charles

BACK

Charles

Direct:



www.simplycharles.com

simplycondos@gmail.com

October 16, 2019

Mayor Burton

It is unfortunate that we have not invested the time into fixing this easily remedied problem over this extensive time period, especially as I've been offering you the solution for such a very long time.

I told you when we first met 2 years ago, (under a veiled threat of litigation of defamation for something I had published on my blog) that "***I'm not ever looking for a fight***" and that I am particularly adept at communicating facts (which is what always seems to bring threats of litigation of defamation). The facts are that it is inexcusable that this even arose let alone remaining for so long.

You have known about my almost completed e-book series and documentary since that first meeting, but apparently chosen to allow one "bully" force you to compromise your personal and professional integrity.

Unfortunately, you and the Town of Oakville are about to be portrayed in a very bad light with simple facts, and I've been trying to help you see where this has been going now for over 2 years.

And the solution to this problem is so easy and would instantly take away the black eye that is about to be delivered. There is still time for a re-write my book, taking away the bruise completely and all you have to do is step in and require the declarant to comply with the Law, Disclosure Package and Town's own contracts and have these Entrance Features installed as set out in the Disclosure Package.

I respectfully remind you that it is the Town of Oakville that has brought about this altered reality situation in the first place. This owner, of whom you are so afraid, has not even been required to state on any record any opposition to the Feature being installed on the Easement on her Lot as set out in the Disclosure.

The Declarant is attempting to get himself off the hook in the emails I just received, by saying that he *"wants to install them but 2 owners didn't want them"*. With all due respect Mayor Burton, you held the *"\$13,000 Surety to have them installed"* and you ("Town of Oakville") were the originator of the contract requiring that they be installed.

There simply is no legitimacy in the declarant's position to not install them, nor in your position, as the law (Disclosure Package) is clear and it requires the installation of the Entrance Features on the Easements that two owners here signed schedule "E" of their Agreement of Purchase and Sale for, acknowledging that they were aware of these Features being installed on the Easement on their Lot.

I'm not a lawyer but fundamental contract law paints the Town of Oakville into a very small, isolated, and dark (negative) light.

I believe that every citizen in the Province of Ontario, if not every citizen of Canada will read this e-book series and/or track down the documentary, and I feel bad for the taxpayers of Oakville for being so negatively portrayed.

I've sent you sufficient email evidence that now shows the Town of Oakville, guilty of willingly participating in a scheme with the declarant to manipulate (by backdating I guess) contents of the original contracts in our corporation. I might remind you that it is a corporation that neither you nor the declarant are involved with or in, or have standing in, to the observable damage caused to the rest of your tax payers in this corporation and community.

Again, I do not want nor am I looking for a fight, as my email trail to you over the past 2 years clearly shows. I want the laws of Ontario honoured and respected!

The day that a Municipal Government allows itself to be bullied in the manner in which this one, obviously disturbed woman with a law license that she uses as her main bully tactic chooses to bully it, is the day that the Municipal Government, with all due respect, must admit that it has failed its constituents, failed to do its job, and have done so knowingly.

The remedy to all of this as I've stated before remains stunningly simple! Simply exercise your rights and obligations, by requiring the Declarant to install the Entrance Features set out in the Disclosure Package.

There is a long list of other companies and institutions that will not be coming out looking very good, that I am inviting to support this simple effort to have our laws respected, and teach this obvious con and any others who tune into this, that they cannot bully honest tax paying citizens to get their way. That's called Mafia Rule and we can't have that.

I will also be offering the Declarant, and his related builder ("██████") the opportunity to avoid being exposed by name here, again for simply complying with applicable law. This is not blackmail as some unscrupulous person may undoubtedly try to say.

It is a sincere invitation to you to simply step up and deliver the integrity that all of us honest taxpayers that voted for you expect.

There really is no need for me to disclose who has done what here in my published reports, as it does not benefit or enhance the integrity of the story in any way, unless these parties choose to go forward with this poorly conceived plan.

The representations of the declarant say that this is going to be a quality "community with beautiful stone Entrance Features" and it has ended up "NO COMMUNITY AT ALL". Most Chinese owners in this community, fear this woman so stressfully that they will not stand up, and they should not have to as the Disclosure Package is quite clear (thus the attempt to make the changes set out in the material I last wrote you on).

It will soon be too late for me to do a re-write and quite honestly, I legitimately don't want to include this negative factual narrative on the Town of Oakville in my book and/or documentary.

Your succumbing to her bullying has driven my wife and I to have to sell the home and move out of what we designated our final "retirement home" (after adding on every upgrade, modification and enhancement imaginable which will accrue as "damages"). It is not right, and I believe Ontarian and Canadians will understand fully this break down in civil law.

I would respectfully suggest you take all my emails to your lawyers, who will know going in, that any threat of litigation alleging defamation in the e-book and/or documentary will be dealt with as qualifying as a frivolous law suit for which I will seek additional damages.

I will be more than happy to meet with you and discuss solutions to this ongoing mess.

It is my sincere hope that you will do the right thing here.

Respectfully

Charles

BACK