

January 15, 2006

Ms. Sara Badyal
Urban Development Division
City of Richmond

To Development Permit Panel
 Date: Jan 25/06
 Item # 3
 Re: 12251 # 2 Road
05 05 - 31263

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05-312653

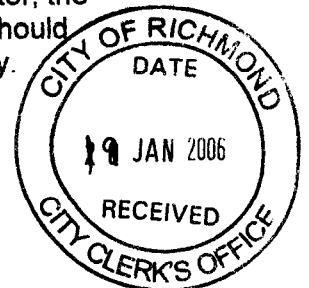
Re: Letter from Mr. Jay Minhas, dated January 4th 2006 pertaining to damage to my home as a result of demolition etc at 12251 No 2 Road

Thank you for your time in reviewing the matter with me on Wednesday January 11th, 2006 and your efforts in seeking an update from Mr. Minhas re: the above matter. It is certainly most appreciated. I just wanted to send you a letter, and put it on record as to the damage that has been caused by his development.

For your background information, it is on record that, in the past, Mr. Minhas has not co-operated with me in addressing my concerns about damage to my property. It was only when I had a meeting with Mayor Brodie on Monday July 18th, 2005 that Mr. Minhas contacted me offering remedial action. It is interesting to note that Mr. Minhas has never made an attempt to contact me; it has always been I who had to initiate it. Mr. Minhas and Mr. Cotter have maintained contact with me mostly through City Hall, which certainly leads me to think that he is attempting to score brownie points with City Hall.

As I had mentioned to you during our conversation, Mr. Minhas has agreed to repair the damage caused by the development next door. However, I am still waiting for such action, in spite of repeated requests that he provide me with some sort of a timetable for repairs to start. I am not asking for exact time frame but more for specifics that address the following:

1. The stucco has cracked all over the outside wall; I am not willing to settle for patch-up job that will not match the existing style, color etc.
2. Concrete aggregate is terribly cracked at the back, front and side – not all sections I admit – but replacing the damaged sections, as he has agreed to do, will result in a complete mis-match as mentioned by the building inspector. One big section has settled quite a bit resulting in a lot of water pooling at the entrance to the garage. All of this has to be discussed and settled.
3. The garage floor is totally cracked which Mr. Minhas has agreed to remove and replace with a new floor. The contents in the garage to be removed stored at his site and moved back after the concrete has set.
4. Tiles in the kitchen, hallway, bathroom etc have cracked and will necessitate in complete replacement. This would mean that we cannot be in our home for at least a day if not longer. The same situation will occur when the concrete aggregate at front is replaced. Mr. Minhas needs to address the costs involved if we have to be accommodated. Also, as mentioned by the building inspector, the existing tiles are very high quality tiles and I would expect nothing less. I should have a say in choice of quality, style, color etc. It cannot be his choice only.

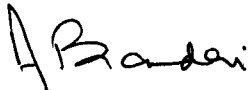


5. Cracks in the walls, separation of crown moldings etc – as I had mentioned to him, repairing and painting just the damaged section will result in a mis-match.
6. Cracks in the textured ceiling in the laundry room, bathrooms etc has been brought to his attention.
7. Foundation has cracked in at least two places and Mr. Minhas is aware of it.

As you had mentioned that maybe Mr. Minhas is new to dealing with such extensive damage to neighboring property but it's worth noting that he did admit to being aware that damage could and would occur as a result of the demolition; he did so in the presence of his and my wife at a meeting at my residence on November 11th 2005 and yet he took no steps to inform me or any other neighbor. He has a very flippant attitude when it comes to the extent of the damage caused; everything, in his opinion, is minor – he doesn't realize that my home is my castle and my investment and I am determined to protect that.

To sum it up, I have requested an approximate time frame about commencement of the repairs but nothing has been forthcoming so far. I am of course, continuing to follow up on this, however whatever assistance you are able to provide would be most appreciated.

Kind regards, and many thanks again



Amin Bardai
12231 No 2 Road.
Richmond. V7E 2G3

To: Holger Burke
for response

Sunday, January 15, 2006

Mr. David Weber.
Director, City Clerk's Office.
City of Richmond.

To Development Permit Panel	
Date:	_____
Item #	_____
Re:	_____
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Re: File DP 05 - 312653.
Applicant: Mr. Patrick Cotter. Property Location: 12251 No 2 Road.

I am in receipt of a Notice of Application for a Development Permit to be considered on Wednesday January 25th 2006 in the Council Chambers. The re-zoning is in place and this application is then to request a permit to construct 36 townhouses on the property. I have looked at the staff recommendation - Mr. Holger Burke's - regarding this matter but the report does not indicate the reason(s) Mr. Burke is recommending this course of action. Since I will be at work and unable to attend, could you kindly clarify the following so I can respond accordingly?

- 1. What is the reason for combining the townhouse application with varying the provisions of the Zoning and Development ByLaw No. 5300; to me, these are two separate issues and hence there should be two separate applications.
- 2. Point No 2 (a) - Since I am not familiar with the consequences of increasing lot coverage from 40% to 43.2%. could you kindly let me know what this means? How does it affect the density of the project?
- 3. Point No 2 (b): - Since I am not aware of or don't have a copy of any detailed drawings, what does this mean? Obviously I would prefer as much setback as possible from my property line.
- 4. Point No 2 (c): What are tandem parking spaces and how does it affect the parking for the homeowners or does this end up as a street-parking problem?

As I am not familiar with the process of re-zoning, development applications etc. I wonder you could enlighten me on this matter. Is it common practice that once a re-zoning has been granted, that a developer / agent keeps on requesting more and more changes as seems to be the case here? I am getting an impression here that the architect has requested these changes and the staff is recommending the same. It seems that the process is skewed in favor of the applicant - I hope I am terribly wrong.

Thank you in advance.

Sincerely

A Bardai

Amin Bardai
12231 No 2 Road.
V7E 2G3

