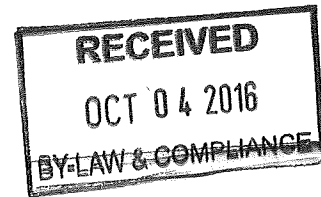


October 3, 2016

[REDACTED]
Sudbury ON [REDACTED]
[REDACTED]



Secretary of Property Standards Committee
City of Greater Sudbury
P. O. Box 5000 STN A
200 Brady Street
Sudbury ON P3A 5P3

Attention: Kyle Anderson, Property Standards Officer/Municipal Law Enforcement Officer

Dear Mr. Anderson,

Re: Appeals – Case #729525 - issued pursuant to Section 15.2(2)

I am writing this letter of appeal in regards to the “Order to Remedy Non-Conformity with Standards for Maintenance and Occupancy of all Property – Case #729525” dated September 22, 2016, pertaining to the removal and replacement of the retaining wall located in the back yard at the south side of the property along the lot line shared with 1198 Rideau Street.

Firstly, upon review of all the facts in this matter, it was determined that the repair or replacement of the retaining wall is a shared responsibility between both of the affected property owners based on letter dated June 14, 2016 received by registered mail from the By-Law Enforcement Officer. I am therefore requesting that the Property Standards Committee take this into consideration when enforcing the required action by both property owners.

I have made every attempt possible to comply with the “Order to Remedy” (i.e. continuous contact with the Municipal Law Enforcement Officer and providing a copy of my property survey, meeting and obtaining quotes from contractors, as well as attempting to resolve this matter in a courteous manner with the property owner at 1198 Rideau Street; in writing, as well as meeting in person with the property owners. However, it has been an ongoing unresolved matter that needs compliance by both parties affected.

As both affected property owners should have received a copy of the “Order to Remedy” dated September 22, 2016, I would like to state that I am indeed willing to pay for my share of the expenses for the repair or replacement of the retaining wall. Should it be carried out by a contractor or should the Municipality choose to carry out the repair or clearance under Section 15.2(2) (c) at the expense of the owners, as noted on the “Order to Remedy”, I will gladly pay for my share of the expenses, but I am not willing to cover the cost for all of the expenses to repair or replace the retaining wall on the property line.

Secondly, the "Order to Remedy" is requesting that there be compliance with the terms and conditions of the order before November 4, 2016. I am therefore requesting an extension of time to comply with the "Order to Remedy" within the specified time, given the extent of work required. I do not feel that the time specified to remove and replace the retaining wall will allow sufficient time to get the work done within the specified time.

As winter is fast approaching, I believe that an extension up to the end of June 2017, or later would be more reasonable.

I would like to thank you in advance for your time and consideration.

Sincerely,

A large black rectangular redaction box covers the signature area. A blue ink scribble is visible to the left of the box.