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**From:** Adele j Haft [REDACTED]  
**Sent:** Thursday, June 10, 2021 10:57 AM  
**To:** Public Hearings  
**Cc:** Adele j Haft  
**Subject:** Zoning Application for the Property Known as 415 and 435 Michigan St

Dear Council Members,

As a former New Yorker now residing in James Bay and writing for the James Bay Beacon newspaper, I wish to add my comments to those of others.

My husband and I are particularly concerned about how the new development will impact parking on Michigan St and Menzies, in the heart of the downtown core of James Bay. Twenty-four new units seems not inappropriate given the need for new housing in Victoria. But with those new units comes the loss of 91 non-visitor parking spaces and 11 visitor parking spaces, meaning that 102 vehicles may now be parking on the streets rather than in the lots already provided by the buildings. What accommodation will the developer make for these lost spaces? (The Capital Park developers have put in underground parking: is there enough space to add a minimum of 24 vehicles from 415 and 435 Michigan and still allow for visitor parking/recharging at Capital Park?)

If there is no onsite parking planned for the rezoning, what will the added density of street parking on Michigan mean for the new bicycle lane proposed for Michigan Street, which at present seems a less trafficked, has no buses, fewer commercial spaces requiring short-term parking (Little Gem, Church of Truth for rental space), and is a less parked street (esp. right now between Oswego and Menzies) than Superior, the other street proposed for the east-west bike corridor (with Dallas) through James Bay.

Developers need to provide parking. Otherwise urban centers can become nightmares for drivers, bicyclists, pedestrians, and businesses that rely on all of the above.

Thank you for encouraging civic participation.  
Adele

Adele J. Haft  
Professor Emerita  
Department of Classical and Oriental Studies  
Hunter College of the City University of New York  
[REDACTED]

[REDACTED]

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**From:** A Richmond [REDACTED]  
**Sent:** Wednesday, June 9, 2021 9:58 PM  
**To:** Public Hearings  
**Subject:** 415 435 Michigan

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Parking is a big problem. Reducing the parking from 243 existing spaces to 141, a reduction of 48%, will have a huge impact on residents and neighbors. Losing 102 parking spaces in order to provide only 24 units? And, to suggest that there are only 11 visitor spaces necessary for three high density towers is disingenuous. This will provide limited additional housing at a significant cost to many people.

The Capital Regional District's (CRD) 2017 Household Travel Survey found **"Over half (50.1%) of local households now have at least one vehicle for every resident."** The people who live in the neighborhood have cars and need parking. Where will the cars from those 102 parking spaces go? Where will the additional residents park? While we all want to move away from unnecessary reliance on cars, making street parking a war zone is not the way to do it.

**The proposed bike lane would further reduce parking.**

Parking will be an even bigger problem if half of the street parking is lost to a bike lane. Considering this additional factor in the context of this proposal is essential. Yes, it's possible there is available parking when everybody is away at work with their cars. The issue is when we all come home to our families. This proposal will provide minimal extra housing, but will have a significant negative impact on the quality of life of existing residents.

What this neighborhood needs is more affordable housing - not 24 dwellings that don't benefit those most in need, but rely on taking existing resources from those currently residing in the neighborhood.

Increasing the number of residences while decreasing parking, in the context of potentially losing half of the current street parking due to a bike lane proposal, is disrespectful of the residents who currently live and work here.

Sent from my iPad



[REDACTED]

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**From:** Carole Farley [REDACTED]  
**Sent:** Thursday, June 10, 2021 10:32 AM  
**To:** Public Hearings  
**Cc:** Stephen Andrew (Councillor)  
**Subject:** Zoning changes re: 415 and 435 Michigan Street

## Re: Development Permit and Variances Application

I reside at 215 Oswego Street in the Aquarius apartment building on the corner of Oswego and Simcoe Streets. As an active senior woman, I am very mobile and drive in this village, downtown and beyond often.

What is most distressing is for me when driving within my own heritage village neighbourhood in my small car, I am forced to zig in and out of local streets to navigate them safely without collision.

Often I have to find a spot to pull into an available space if I can to allow for the flow of traffic coming in the opposite direction to avoid a collision. There are cars parked on both sides because they reside in the area and have no off street residential parking available.

I have watched the recent developments continue to add more density to this 'fragile heritage village' which was designed and built in the late 1800's era of horse and carriage. The roads are narrow and with more people now driving larger cars, adding density to this already 'threatened' street it makes no sense to me to continue to add to this problem.

Now that there is a bicycle path as well being proposed for Michigan Street, I wonder just how we are going to

manage when trying to get into and out of town as is sometimes necessary with a car, maybe even in an emergency evacuation.

I prefer to take the bus when I can but with Covid this past while, I have felt it best to avoid all public transportation and have been driving more often.

This has made me even more aware of just how 'fragile' this village has become with the density escalation, increase in vehicle traffic with continued less parking availability.

Please rethink this rezoning application and the impact it will have on this already densely populated neighbourhood.

Once these applications for rezoning are approved I fear it will become a very negative trend. Our streets are narrow and parking options are already limited for many of us who reside here. We must take this situation into account in the planning process.

Thank you. I will be watching the public hearing tonight and appreciate your attention to this issue.

Sincerely,

Carole Farley

317-215 Oswego Street, Victoria, BC V8V 2B5

**Carole**

New Canadian Cell: [REDACTED]  
(Always the best number to phone, text or message)

[REDACTED]

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**From:** Victoria Mayor and Council  
**Sent:** Thursday, June 10, 2021 8:35 AM  
**To:** Public Hearings  
**Subject:** Fw: Development proposal 415/ 435 Michigan Street

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

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**From:** judy m [REDACTED]  
**Sent:** June 9, 2021 7:57 PM  
**To:** Victoria Mayor and Council <mayorandcouncil@victoria.ca>  
**Subject:** Re: Development proposal 415/ 435 Michigan Street

After finally learning more details about Starlight Developments plans for the green space below my windows at 415 Michigan, I must vehemently make my voice heard before they have a chance to destroy what I have come to believe is my good fortune in finding this apartment when I moved to Victoria in March 2020. James Bay and this property in particular have been my whole world for the last 15 months. After viewing and listening to videos of Starlight's recent renos at 435 Michigan Street, I am horrified to think that is my future. I am 72 years old. Moving is not an option for me. This construction is sure to drive my already very fragile mental health right over the edge. They have already lied to the residents in both buildings by saying that all of the destruction of the green space and then construction will be over in a year. Of course this is ridiculous. Not to mention lack of parking for those new units. Doesn't the city have rules about parking in new build?

Starlight's past record is deplorable. They have no concern for tenants. My own experiences in not having problems rectified here are already a concern for me. The area between these 2 buildings is a wind tunnel and excavation followed by construction will send billows of dust and dirt into the apartments here and all the neighboring buildings. Please don't allow this travesty to occur and destroy not only the trees and green space, but also to destroy the well-being of the current tenants.

Sincerely,  
Judith Malone

[Sent from Yahoo Mail on Android](#)

[REDACTED]

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**From:** Katherine Hackett [REDACTED]  
**Sent:** Wednesday, June 9, 2021 7:28 PM  
**To:** Public Hearings  
**Cc:** [REDACTED]  
**Subject:** Zoning Regulation Bylaw, Amendment Bylaw / Proposed Development at 415 / 435 Michigan Street  
**Attachments:** 20210609\_192106.jpg  
**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Dear Mayor Lisa Helps and City of Victoria Councilors, I am contacting you to express my opposition to the proposed development at 415 / 435 Michigan Street. My name is Katherine and I am a tenant at 415 Michigan Street.

The proposed development space is much more than a potential build site, it is an amenity for around 300 residents and other neighbours on Michigan Street.

This proposed development would take away a large area of green space. In this space on any given day you will see several tenants chatting over their morning coffee while their dogs frolic in the grass. It is also an accessible space for our aging tenants to access green space and enjoy social-distance visits. In the beginning of COVID-19 this was also a space where tenants could get air while calling a friend and pace across the lawn. In summer evenings I have even seen a group of neighbours getting to know each other over a game of late night frisbee. Additionally, for tenants such as myself who need to continue to work from home, this space is where we can enjoy our lunch or "coffee break" and get a sense of normal. This green space is also a place of community, provides us social cohesion with our neighbours and it is a highly valuable amenity to us.

I also believe that keeping this green space aligns with several goals described in Victoria's Official Community Plan ([www.Victoria.ca](http://www.Victoria.ca), 2020) such as considering the environment in planning decisions (Section 3: Plan Values), green space for the prevention of stormwater runoff and a goal of accessible parks and amenities to all residents (goal 9).

Additionally, the neighbour community/culture of this property has only recently recovered from the loss of tenants during major renovation issues that left many tenants with no option but to leave. Based on previous experience with Starlight at this property, I fear this would once again push out many residents that make up our community in James Bay.

For the reasons described above, I hope you consider the concerns of myself and my neighbours in your decision-making process.

Thank you for taking the time to read my letter.

Kind regards,

Katherine Hackett



[REDACTED]

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**From:** Victoria Mayor and Council  
**Sent:** Thursday, June 10, 2021 11:30 AM  
**To:** Public Hearings  
**Subject:** Fw: Regarding Development in James Bay at 415 and 435 Michigan Street

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**From:** [REDACTED]  
**Sent:** June 10, 2021 11:15 AM  
**To:** Victoria Mayor and Council <mayorandcouncil@victoria.ca>  
**Subject:** Regarding Development in James Bay at 415 and 435 Michigan Street

Hello Mayor Helps and Council,

Please stop the proposed development in this area at 415 and 435 Michigan Street. I am a resident of James Bay. I believe strongly that it is a very poor idea to develop this green area. The property is one of the last green spaces left in James Bay with large trees that help the environment - please do not destroy them, as will happen with this development.

This development will provide only 24 new living spaces. And they will be run by Starlight - which as my current landlord, I can say - have very low standards, and a poor history of maintaining the buildings they already have here. It will only add more and more traffic and cars to an already very over crowded street area. It will only create more noise and more congestion.

As a person who lives in a building right beside the new development proposition, I beg you to NOT approve it.

Thank You,

Nancy Carroll, James Bay



This email has been checked for viruses by Avast antivirus software.

[www.avast.com](https://www.avast.com)

**From:** Public Hearings  
**Sent:** Thursday, June 10, 2021 8:30 AM  
**To:** Public Hearings  
**Subject:** Public Hearing - 415 Michigan

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

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**From:** Jake McFadden [REDACTED]  
**Sent:** June 9, 2021 3:15 PM  
**To:** Victoria Mayor and Council <[mayorandcouncil@victoria.ca](mailto:mayorandcouncil@victoria.ca)>  
**Cc:** Colleen Mycroft [REDACTED]  
**Subject:** Public Hearing - 415 Michigan

Good day Mayor and Council,

After speaking with Nathalie Vazan regarding the proposed development at 415 Michigan Street, Natalie would like to include photos to be considered by Mayor and Council as she will not be able to attend the Public Hearing. Nathalie sent a letter to Mayor and Council via email dated May19th and would like to include photos/videos on a website which can be viewed by following the links below.

[Better Plan - \(tenantsofstarlight.org\)](http://tenantsofstarlight.org)

[Media - \(tenantsofstarlight.org\)](http://tenantsofstarlight.org)

Kindly,

Jake McFadden  
Executive Assistant  
Mayor's Office  
City of Victoria  
1 Centennial Square, Victoria BC V8W 1P6  
T 250.361.0200 F 250.361.0248





[REDACTED]

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**From:** Paul Banman [REDACTED]  
**Sent:** Thursday, June 10, 2021 1:08 PM  
**To:** Public Hearings  
**Subject:** Opposition to 415 / 435 Michigan Development  
**Attachments:** TOS 01 - The Development.pdf; TOS 04 - Asbestos Exposure.pdf; TOS 03 - Starlight.pdf; TOS 02 - A Better Plan.pdf; TOS 05 - Media.pdf

Hello

I'd like the five attached files included in the public hearing agenda regarding the proposed development at 415 / 435 Michigan Street.

These are PDF exports from the website [tenantsofstarlight.org](https://tenantsofstarlight.org). The website content may change after the hearing, serving primarily as a repository of evidence of the asbestos exposure which occurred here in 2016/2017, so these PDFs contain the website content in its current state, specifically related to this development proposal.

I'd like to also note that as of this time, there are 54 signatures on the petition on the website. Each of those submissions was emailed to the mayor, councillors, and [publichearings@](mailto:publichearings@), so I presume there is no need to forward the list of names / addresses as you should already have each of those submissions registered.

Please let me know if there are any problems with me making these submissions, anything I need to be aware of. My hope was that council would take time to review these PDFs before they vote on the proposal, if they had not already reviewed the website.

Thank you!

Paul Banman  
601 - 435 Michigan Street  
[REDACTED]



## What is Wrong with This Development?

How do the Negative Impacts Balance Against the Addition of Housing?

As tenants with first-hand experience of how Starlight conducts its business, we can not claim objectivity; however, what follows is an honest attempt to present the legitimate pros and cons of the development, free of exaggeration or straw-man arguments.

### Development Pros / Cons Summary (TL;DR)

Ultimately, we do believe that, when thoroughly considered, this development is objectively poorly designed and represents a significant net-negative impact on the community. If approved, this development would:

- Add 24 units to market, 12 of them 2-bedrooms
- Provide two units below market value
- Improve traffic flow, pool privacy, etc.
- Add a MODO car for tenant use
- Improve / expand bike sheds
- Max rent units, 12 of them single window studios
- Basement dwellings with a single window
- These are fictitious problems
- This would be good, but insignificant
- This would be good, but should be done regardless
- Destroy almost all remaining original, large, healthy trees and shrubs on the property
- Destroy the lawn, an amenity hundreds of tenants use and pay for with their rent
- Leave the property, home to ~300 tenants, with no meaningful usable green space
- Significantly degrade the property's contribution to urban greenery and the character of the community
- Triple the distance that tenants of 415 must travel to dispose of garbage and recycling
- Degrade the pool area, an amenity tenants pay for with their rent
- Stress parking on a highly contested street and full lot
- Build a sidewalk on the wrong side of the 435 Michigan laneway, where it will not be used
- Subject tenants and neighbors to yet another two+ years of construction on this property
- Be almost certainly built to a low standard
- Be almost certainly poorly maintained

### Housing

- **Victoria Needs More Housing:** this would be 24 more homes.
- **Maximum Rate Rental Units:** With rents not indicated in the proposal, they should be anticipated to be maximum market

- **10% of the total new unit below market rents:** *"To be a partner in the solution, Starlight is prepared to work with the City to assign two of the one-bedroom units (approximately 10% of the total new units proposed) for below market/affordable rents"*

- **Private rooftop decks:** *"The two-bedroom townhouse units will have private rooftop decks"*

- **Not Basement Dwelling:** *"The lower unit benefits from an outdoor courtyard patio extending out such that the unit does not feel like a basement dwelling."*

- **1-bedroom units**

value to start and increased to the maximum legal limit annually.

- **2 units is 8.3% of total new units proposed:** If we calculate the % of below-market units by bedroom count, 2 of 36 bedrooms is 5.5% of total housing proposed.

- **Private rooftop decks:** directly beneath the windows of ~100 apartments in close proximity.

- **Maximum Footprint for Minimal Housing:** This proposed structure has a footprint as large as 120-unit Regent Tower. It adds 50% more site coverage while only adding 12% more housing.

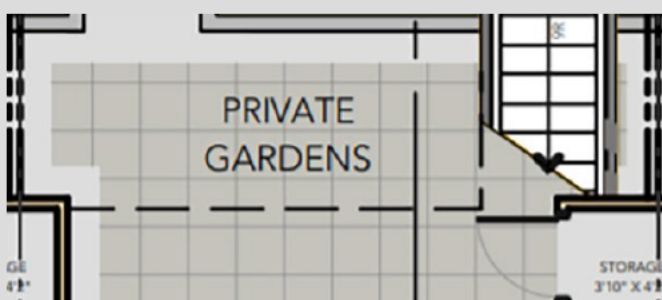
- **Dubious Housing Quality:**

- Eight 2-bdrm units will have only north or south windows
- Ten 1-bdrm units will have only a single north or south facing window, beneath the above apartment's overhanging deck, rendering these units 100% devoid of direct light and extremely devoid of ambient light.
- These units will be surrounded in close proximity by street, laneways, and two large towers, with no meaningful urban greenery for shade or privacy.
- This building will be in the shade of the nearby east or west tower through much of each morning & evening.
- Tenants on the south side will be immediately adjacent the path tenants from 415 will now need to use to access garbage / recycling across the lot.
- These units will rent, given the toxically low vacancy rate, but they are likely to be among the least desirable housing option in the area.

- **Studios with glazed partition:** In the initial proposal, these were studio apartments. A glazed partition wall has been added, creating a 10x8 bedroom with no windows. These are the same size units as when they were initially designed as studios, but the partitioned bedrooms will now have reduced light and airflow, and the units can now be rented at 1-bedroom market rates.

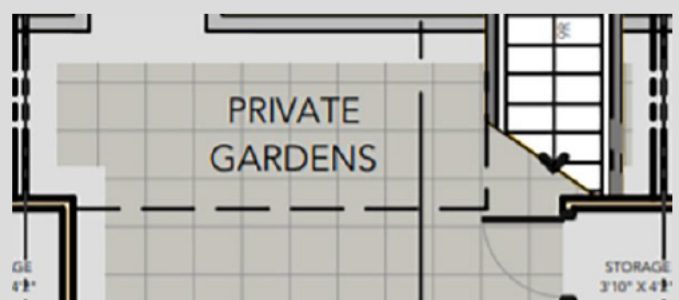
## Original Proposal – Studio

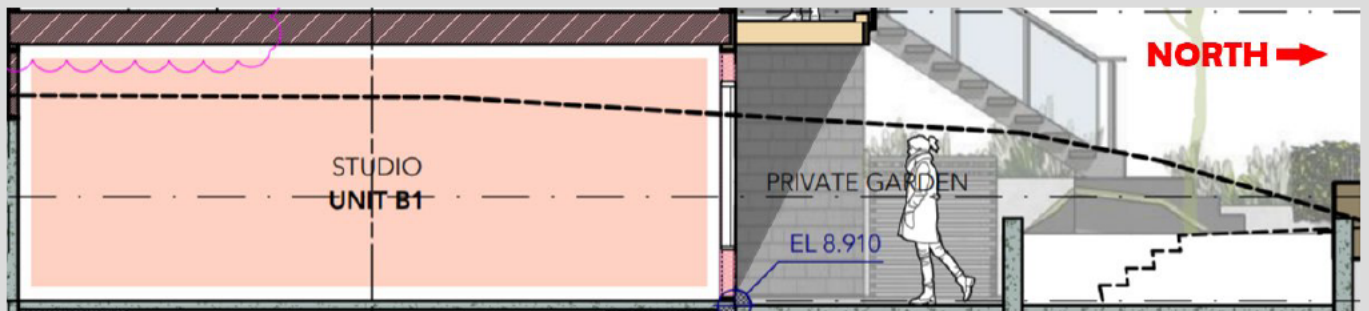
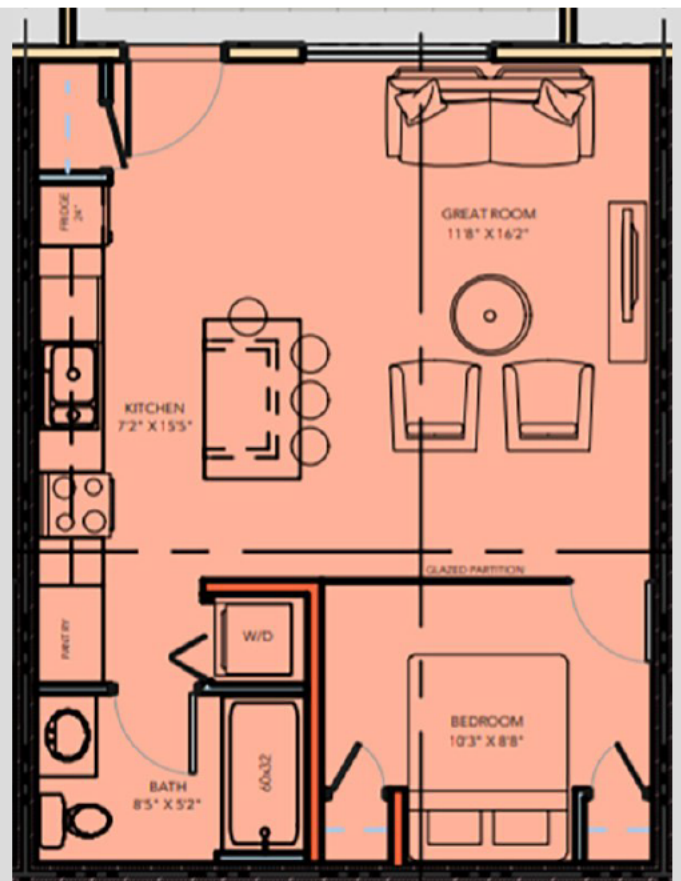
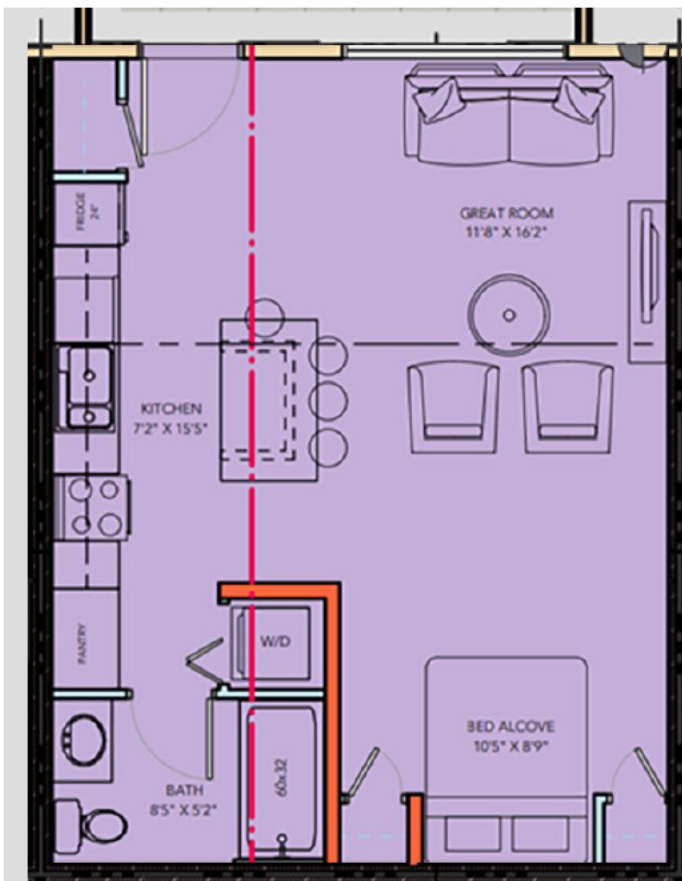
Likely market rate \$1500  
Single north facing shaded window



## Updated Proposal – 1-bedroom

Likely market rate \$1800  
Window size seems to have been reduced





## Parking

- **People always complain about parking:** we need to build up the city for people, not cars.
- **"A traffic study has been completed, and supports the parking provisions."**
- **Starlight will be financing 2 MODO cars 1 MODO car:** available to tenants without the usual MODO deposit.
- **The Notice of Public Hearing Confusion:** the notice indicated a reduction from 243 to 141 parking spots. This relates to variances for the property, not loss of actual spots. There are currently 138 parking spots on the property. The development, if approved, would add 3 for a total of 141 spots.
- **Most contested parking street in Victoria:** This block of Michigan has been at max capacity since the development of Capital Park.
- **Traffic study informed by an incorrect vacancy rate:** At the initial community meeting, Starlight's consultant who had assessed traffic / parking impact had been provided false information by Starlight regarding the vacancy rate of the buildings. There were far more vacant units undergoing renovations in the buildings than they indicated.
- **1 MODO car:** is positive, but of trivial benefit relative to the increased parking competition. There are multiple MODO cars within a few blocks of these buildings already available

to tenants who want to use the service. One MODO car can't realistically be expected to have any consequential impact on number of tenant cars competing for spots.

- **More than one vehicle per new unit:** these rental units are likely to be occupied by roommates or families with more than one vehicle per tenancy, potentially introducing dozens of vehicles to a lot and street without sufficient capacity.
- **Guest Parking Fees:** One of the ways Starlight makes housing more expensive is to introduce visitor parking fees, as they have recently announced they are doing at other properties in Victoria. The revised plans show movement of guest parking to the central lot beside the pool, which should be anticipated to involve introduction of guest parking fees. Though this may or may not be a violation of tenant rights under the RTA, and has not been detailed in the proposal, it should be anticipated and understood to represent yet another diminishment of amenities for tenants.

## Green Space

- **“Underutilized area between the two existing apartment towers”**
- **“The existing green space is a lawn, which provides little in the way of ecosystem services or landscape functionality.”**
- **A more positive impact:** *“the introduction of a new rain garden, the planting of more drought resistant vegetation, and the proposed tree replacement program shown on the attached landscape plan will, together, have a more positive impact on the local green space/environment than the existing grass-covered area”*
- **Enhancing tree canopy coverage of the site:** *“Replace existing trees that need to be removed for construction at a ratio of more than four to one, thereby enhancing tree canopy coverage of the site.”*
- **A new Community Garden:** is being added between the pool and laneway
- **Residents always complain about loss of green space:** we must compromise to address housing needs.
- **There are many parks in James Bay:** including Irving Park right beside these buildings.
- **Incorrect Green Space on owner's plans:** The owner's blueprints don't reflect green space that's already been lost at laneway entrances, and show green space on south and west sides of 415 which are paved.
- **The lawn may be underutilized in terms of profit-generation, but is highly utilized by tenants.** Every dog owner in both buildings uses the lawn daily. Most any time of day, tenants can be seen utilizing the area.
- **~300 tenants will be negatively impacted by this loss:** The 195 apartments already on this property house approximately 300 tenants. The lawn is where we play with our pets, play with our kids, have Covid social-distanced visits, etc. It is a key feature of the property and it's destruction and loss will negatively impact each of us.
- **Common spaces, such as lawns, are part of what tenants pay rent for.** The Residential Tenancy Act explicitly states that common spaces, including yards, are part of what tenants pay for with their rent. Each existing tenant entered a rental agreement with the reasonable expectation of access and enjoyment of the lawn, even if that enjoyment is simply living in a building that is aesthetically pleasing to view when coming, going, or looking out tenant windows. The destruction of this amenity will constitute a loss of access for which tenants will not be compensated. Our rents will be maximally increased while the condition of the property is further degraded.
- **Destruction of this lawn and it's trees will render this property effectively a large parking lot with buildings.** This development would eliminate at least seven of the largest remaining trees on the property, most of the large shrubs and other plants around the pool and lawn, all of the remaining usable lawn, and a significant amount of the landscaping around the buildings.
- **Large, beautiful trees vs small birch:** The seven large trees which will be lost re big, old, beautiful trees which contribute significantly to the quality and character of the property. Birch trees are a meager replacement for what is being destroyed. They produce a light and seasonally short lived canopy, are leafless for more than half the year, and are being planted in tight strips of remaining green space where they will not be able to grow large.



- **Community garden for 4:** The proposed addition of a community garden beside the pool looks to be large enough to allow perhaps four tenants to farm one very small plot each. While community gardens would be a commendable addition, this tiny one will provide less green than is currently in that location, and will service very few tenants. Further, a feature like this requires oversight and maintenance. Current standards on the property and reduction of management services make it clear that any new features will not receive sufficient maintenance.
- **Starlight's Development and Maintenance Standards:**
  - Starlight / Transglobe have a well documented history (including two CBC investigations) of Slumlord complaints for neglecting maintenance of their buildings.
  - Starlight replaces well-planned, aesthetically pleasing, well-maintained landscaping with lower cost, poorly planned and implemented, poorly maintained grounds.
  - Starlight's work is objectively poorly planned, poorly maintained, below regional standards, of significantly diminished quality.
  - The work they have already undertaken on these properties has degraded them to some of the poorest maintained properties in the region.
  - Council should be confident any new landscaping will be of the lowest quality possible and will receive insufficient maintenance.
- **There is a difference between parks and urban greenery:** The greenery on a property benefits tenants and neighbors directly, daily, both while outside and inside homes.
- **Urban Greenery is important and valuable:** Urban greenery impacts tenants' and neighbors' enjoyment of their neighborhood and homes, and helps reduce depression. Simply being able to see greenery through windows has proven measurable positive effects on mental health.
- **Healthy, quality trees on the property already destroyed:** Since 2015, Starlight has destroyed several of the lush old trees that formerly lined the property. They have been replaced with deciduous trees which are leafless more than half the year, and grass shrubs which are yellow more than half the year, many of which have already died / are dying.
- **We MUST stop replacing green with concrete:** Healthy trees and urban greenery contribute to city cooling and air quality in several ways, including preventing urban "heat islands". This almost total loss of greenery and tree shade on this property will render it a more significant contributor to urban heating, and ultimately, will represent another small increased contribution to climate collapse. If municipalities do not do their part to ensure paving and development are offset with adequate environmental counter-measures, they are complicit in hastening climate collapse.
- **The proposed development does nothing meaningful to offset the loss of green space.**

- **Council must consider the long term needs of the community**, not the short term negative impacts on tenants and neighbors.
- **Tenants are not property owners and have no rights** to how the land is used, no matter how negatively it impacts their living conditions or quality of life.
- **Six of eight years of intense, traumatic, unnecessary development:** These properties were under heavy renovation from Dec 2015 through Nov 2019 for unrequired cosmetic updates. Tenants have suffered significant amounts of intense noise and degradation of living conditions for four of the last six years. ~1200 days of significant renovation noise including ~300 days of intense jackhammering on the buildings themselves. If this additional development is permitted, the stated timeline will certainly prove to be conservative and tenants will more likely be subjected to another two years or more of sustained noise, dust, compromise and stress. For long term residents, this will total six years of heavy development on the property over an eight year period. Six years for renovations that have all been non-essential, to increase revenue and property value, not to benefit tenants and community.
- **Loss of access to the pool:** tenants will lose access to the pool for likely at least two seasons, an amenity they pay for. Most landlords would voluntarily compensate tenants with rent reduction when amenities can't be accessed or renovations will be lengthy ... Starlight can be expected to offer no rent abatement and impose maximum rent increases throughout. Tenants will be forced to pursue RTB disputes to try to receive appropriate rent abatement.
- **People are stressed and fatigued:** With the long 415 / 435 Michigan renovations, the development of Capital Park on the neighboring property, the drawn-out development of the gas station on the corner of Menzies / Michigan, development throughout town, and the stresses of Covid, people are exhausted. This renovation would represent two additional years of stress on tenants and neighbors, for a very minimal amount of low-quality, high-rent housing.

## Public Engagement

- **The owner held meetings in 2017:** the community had an opportunity to ask questions then.
- **The owner distributed a Development FAQ:** addressing questions they anticipated tenants might have.
- **The public hearing on the 10th:** will provide community members an opportunity to voice their concerns.
- **Misleading 50% Parking Loss on Notice of Hearing:** The Notice of Public Hearing delivered to tenants and neighbors on June 31st indicates a loss of 91 tenant and 11 guest parking spots. This is a variance detail, not an actual loss of spots, but many recipients of the notice won't know that, and may, subsequently, focus their opposition letters on this inaccurate detail, with diminished focus on their other, legitimate concerns.
- **2017 was four years ago:** Half or more of the tenants now in these buildings were not residents at that time. The ongoing construction over that four year period drove out many tenants. Half of current tenants had no opportunity for communication with the owner about this proposal, beyond emailing the property manager.
- **The proposal has undergone changes:** Since 2017 there have been multiple revisions tenants will not be aware of unless they have looked through documents on the development tracker website. MODO cars have been decreased from 2 to 1, more green space has been carved out for bike racks, new parking spots, the MODO car, a sidewalk, etc.
- **The Development "FAQ" was answers to questions tenants did not ask:** A three page flyer is a one-sided conversation. The owner's PR company decided what fictitious questions to answer, and directed tenants to address any actual questions and concerns to the property manager. The community was denied the opportunity to question the owner's PR representative.

- **Aug 2017 Public Meetings:** *"In general, the response from neighbours was favourable."*

- **People are fatigued and disillusioned:** Everyone in the neighborhood who experienced the previous project observed the owner do whatever they want, as poorly as they might, seemingly without consequence, and have since seen their iconic sign erected in front of dozens more buildings in the region. There were no updates and no engagement since 2017 and now people find there is only one last barrier, the public hearing – by phone. The common sentiment is "Why bother? It won't make any difference."
- **A Public Hearing by phone is a highly diminished representation of public opposition:** People feel, rightfully so, that their voice will have even less weight by phone, without the impact of a large group of concerned citizens gathered in person.
- **Tenants have 10 days:** in the time of Covid, when public gatherings aren't possible, the landlord had years to prepare, tenants have ten days from notice of the public hearing to organize their opposition.
- **Deepening of an already unbalanced power dynamic:** People are going to feel robbed of proper opportunity to engage, and that the owner has been able to avoid being publicly challenged.

- **The 2017 meeting were focused on the ongoing renovations, Stop Work Orders, recent Asbestos Evacuation, cancelled window installations at Douglas buildings, loss of access to balconies, being left behind a degrading shroud for months with no work ongoing, etc.:** Tenants were extremely upset about ongoing conditions at that time, the proposed development was barely discussed. It's unclear how the owner could conclude that the response from anyone at the public meetings was generally favorable – our observation was that the overwhelming public tone was barely on the civil side of hostile.

## Other Benefits Starlight has Promoted

- **A More Central Feature:** – *"amend, and improve the existing site amenities and arrangement for the existing tower residents. For example, the existing swimming pool becomes a much more central feature, and has added privacy from the street."*
- **The pool space will be diminished**
- **The pool fencing quality and aesthetic will be diminished**
- **The landscaping inside the pool fencing will be entirely lost**
- **The pool will have 12 new home fronts in tight proximity**
- **The new path past the pool will become the path 415 tenants need to take to transport their garbage and recycling across the property**
- **Technically, if a pool is surrounded by three rather than two buildings, it could be argued to be "more central," or rather, central to more buildings. How this is of benefit to tenants or the community is unclear.**
- **The pool currently has complete privacy from the street.**
- **"On-site vehicle circulation and safety will be improved"**
- **On site vehicle circulation has never appeared to be a**

*through the addition of clear pedestrian links between the new and existing buildings, as well as improved lighting and visual"*

- *"the removal of the large retaining walls at the driveway entrances. These walls block views of oncoming pedestrians and the adjacent municipal streets, and were mentioned as an issue by existing tenants during one of the public open houses."*

- **Upgrades to pool fencing and landscaping**

- **A new enclosure for garbage and recycling, minimizing odor and noise:** A new trash and bike storage shed will add

problem

- There's nothing in the submitted plans that changes on-site vehicle circulation
- There is currently a wide open lawn with full visibility as a foot-traffic link between the buildings.
- It is currently uncommon that tenants need to travel between the buildings; however, the new plan requires more pedestrian links because it moves garbage / recycling facilities for 125 units 3x as far across the lot.
- There is already exterior lighting. Management often forgets to leave it on when they leave for the day.
- If safety or lighting improvements are genuinely required, they can be completed without the addition of a new building.
- The new proposed sidewalk up the lane at 435 is on the west side of the lane. The vast majority of foot traffic comes from the east (the park, Red Barn, James Bay Village, downtown, bus-stops, etc.) The proposed plan will require pedestrians to cross the lane to ascend the short distance up, then cross the lane again to reach the front door. That would represent a significant increase of foot traffic across a vehicle lane, which would seem to be counter to the suggested "improvements" to safety and vehicle circulation; however, the sidewalk will mostly not be used. People follow "desire paths" and will certainly continue to use the east side of the lane, as they currently do. This would be why the original designer had provided a hand rail down that stretch of the lane – a safety feature Starlight removed.
- The large stone retaining walls have been in place for fifty+ years and have not seemed to be an issue.
- To our recollection, the concern expressed by tenants at the meeting was regarding Starlight's large new signs being very bright at night, creating glare that was blinding drivers when they were turning into the lanes.
- The north-facing shrubs, plants, flowers and fencing will need to be removed as the development will extend into the current pool area. This is complete elimination of landscaping and modification of fencing, not upgrading.
- Like the common spaces of Charter House and Regent Tower, the pool fence had been recently upgraded by the previous owner and is in a good state of repair.
- The landscaping around the pool is one area of the property that has not suffered as much degradation under Starlight's ownership, although they have not cleaned the pool tiles in six years and the blue tiles are now brown with mildew.
- The landscaping that Starlight HAS modified on the property is objectively of a much poorer standard than what they replaced.
- Enclosures for recycling bins have always been available and were used consistently by the previous owner, Starlight's



much needed security for bikes, and improve trash collection.

employ simply do not use them, subsequently, noise at night from people rummaging through recycling bins has been an intermittent problem.

- **168 secured indoor bike spaces**

- To our knowledge, odor from outside garbage bins has never been a complaint made by tenants; however, Starlight's contractors have frequently filled bins, resulting in garbage overflows which management has not attended to.

- Open air garbage bins away from the buildings may not be a source of odor, but garbage for ~350 tenants stored in small buildings likely will be.

- Rather than provide different facilities, Starlight could use and properly maintain the facilities that exist.

- The existing towers already each feature a bike shed. Either could be expanded and better secured, if needed, without replacing the lawn with a new building.

- The current problem may not be bike shed capacity, it may be that management does not register and monitor usage. In the past six years, management has conducted a bicycle inventory at 435 once and did not carry through with clearing out the bikes which were confirmed to have been abandoned.

## The Reputation and Past Conduct of the Applicant

- **Council cannot factor the infamy of the applicant:** even if they have demonstrated extreme willful negligence which endangered lives in past projects.

- **Council must vote exclusively on the merits of the proposal:** assuming that it will be a quality development even if the applicant's history suggests this is unlikely

- **Council truly must be aware of how this particular applicant earned their negative reputation:**

and most specifically ...

**how they conducted past development on these properties in particular.**

“The project also aligns with the OCP because of its:  
High quality architecture, landscape, and urban design features”

If the project may be approved because it is expected to feature high quality architecture, landscaping and urban features, Council must re-align it's expectations to match the level of quality Starlight has proven they actually deliver.

## Are there Better Options for This Property?

Could there be a plan to increase housing density that wouldn't be such a net negative?

We believe there are significantly better options for how this property could be developed that would mitigate the permanent negative impacts, provide more and better housing, and offer actual benefit to the community rather than more construction stress, loss of urban greenery and amenities for only 24 high-rent homes.

## What Has Been / Will Be Lost if Development is Approved

### Before Starlight





## Trees Destroyed So Far

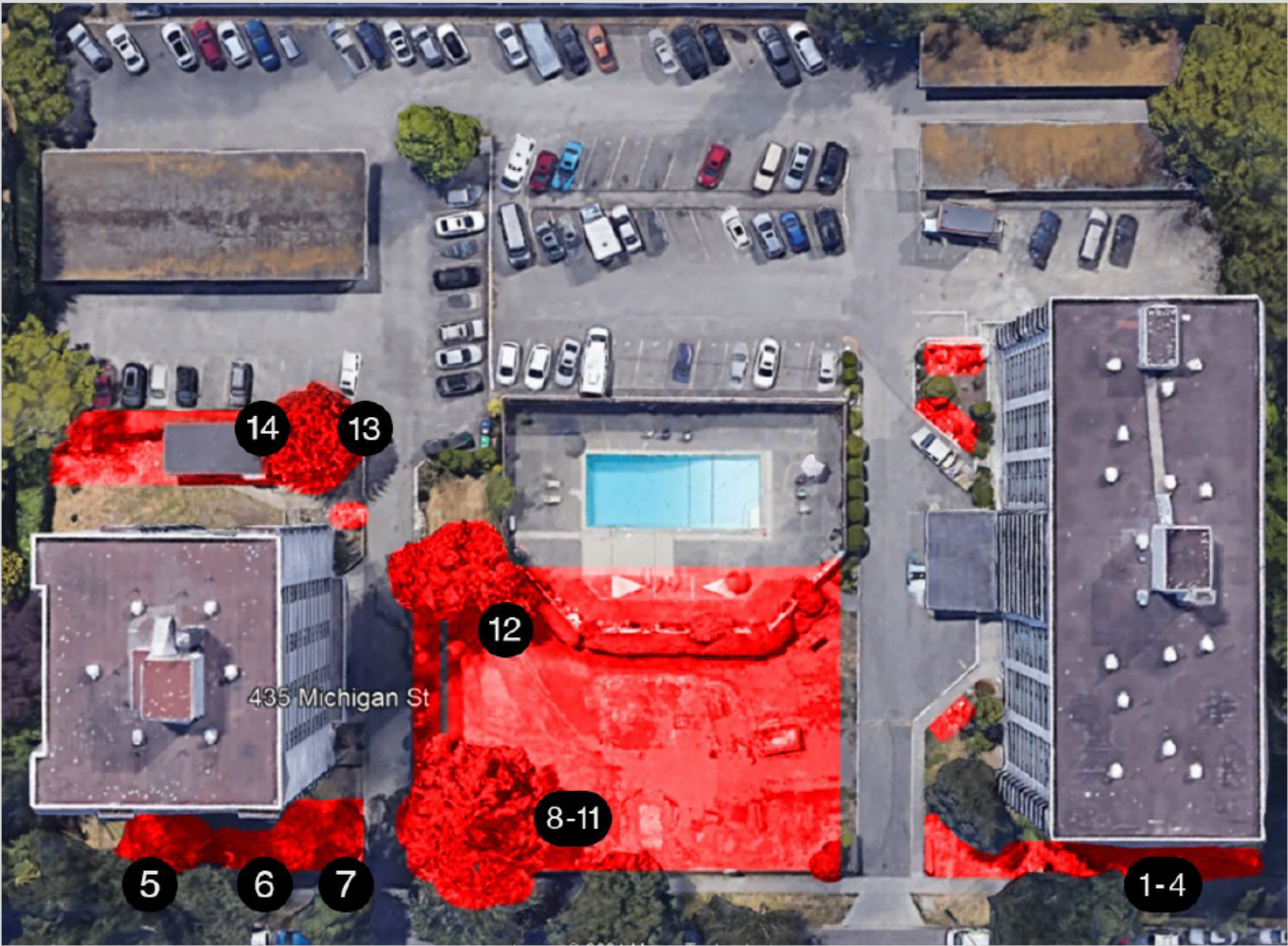


## Total Trees and Green Space Destroyed if Proposal is Approved





If Approved, this Property Becomes a Parking Lot with Buildings





1 2 3 4 (approx) – Hedge Row in front of 415 Michigain – Already Destroyed



Trees 5 6 7 – Old Trees in front of 435 Michigan – Already Destroyed

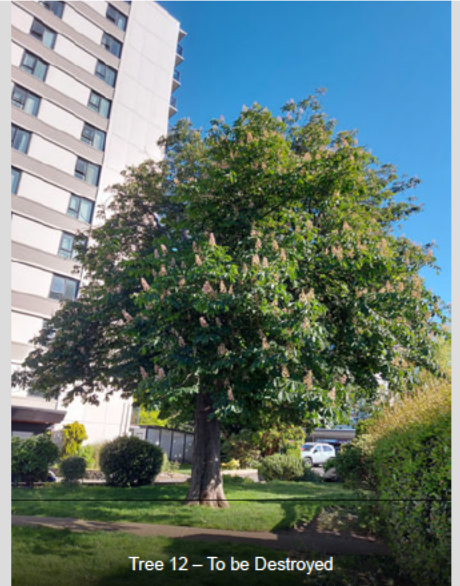




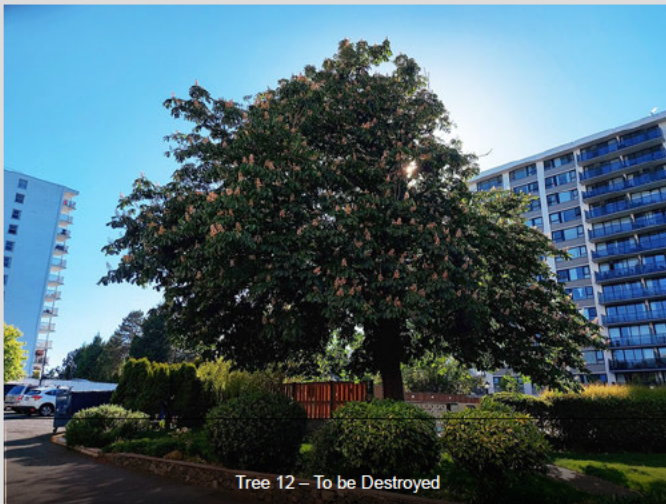
Trees 8 9 10 11 – To be Destroyed



Trees 8 9 10 11 – To be Destroyed



Tree 12 – To be Destroyed



Tree 12 – To be Destroyed



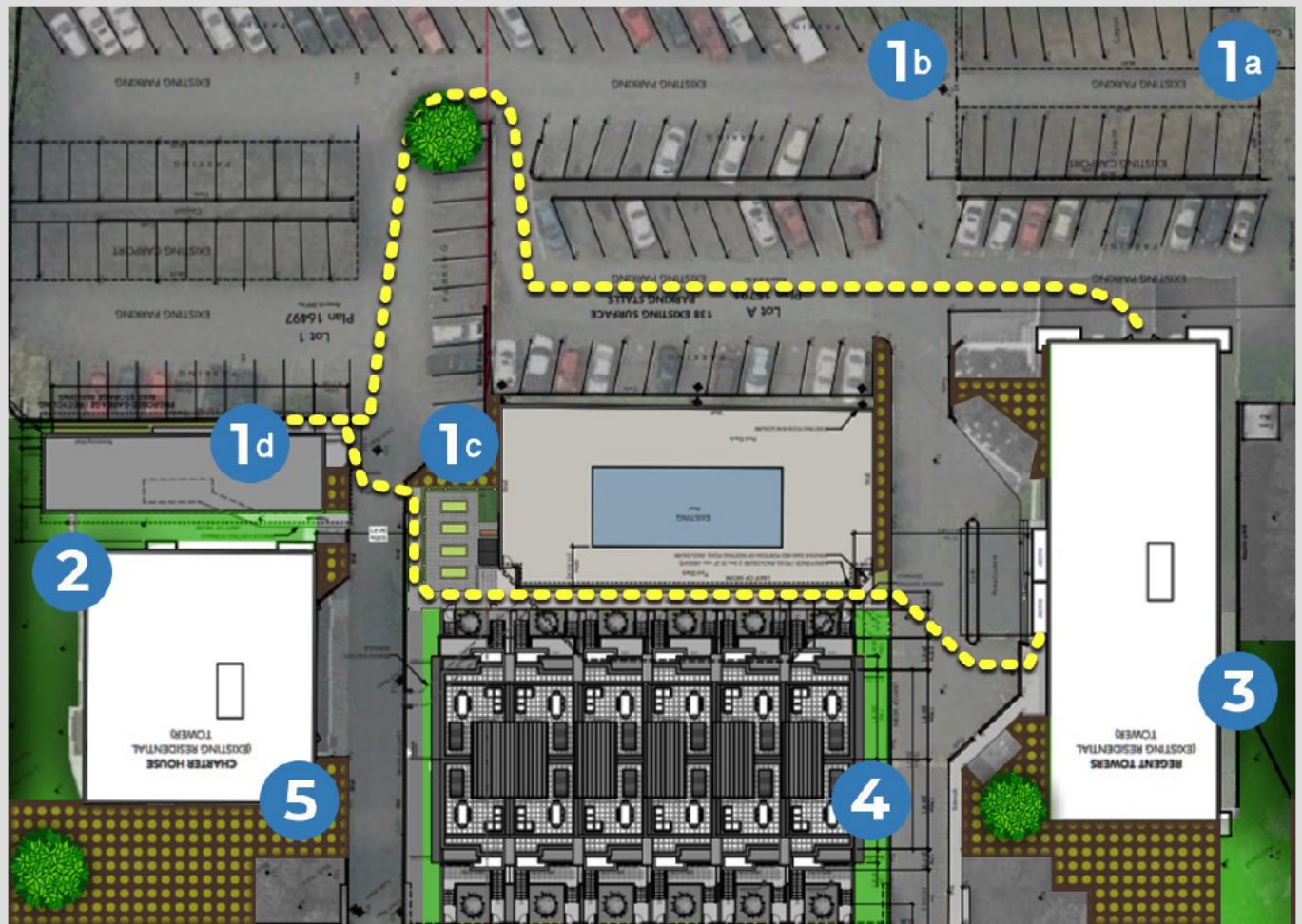
Trees 13 & 14 – To be Destroyed

## Precise Tree Count and Starlight's Replacement Trees

There are much smaller trees which have not been counted, and Starlight plants birch trees to replace those that have been cut down. Birch trees are leafless from October through April, will not be able to grow large where they are being planted, and will provide little canopy or character to the property relative to what is being removed. After development, the tree count may actually be higher, but their size, quality, contribution to urban greenery will be dramatically diminished.

## What Will be Left if Development is Approved

### Remaining Green and Further Diminishment of Amenities



**Lump Grass and Shrubs - Inaccessible**



**Accessible Lawn - Narrow spaces behind buildings, beside new unit windows**



**Trees - 3 Remaining (17 before Starlight)**



**New Paths - to Garbage / Recycling from 415**



**1**

## Existing Bike Shed / Garbage / Recycling

- a) Existing 415 bike shed – conveniently located
- b) Existing 415 garbage and recycling – conveniently located
- c) Existing 435 garbage and recycling – conveniently located
- d) Existing 435 bike shed

New plan will require tenants from 415 to cross entire lot to access garbage / recycling.

**2**

## Proposed Remaining Accessible Lawn behind 435

- Narrow strip between building and fence

**3**

## Proposed Remaining Accessible Lawn behind 415

- Narrow strip between building and fence, 3/4 of which will be lost to new bicycle shed.

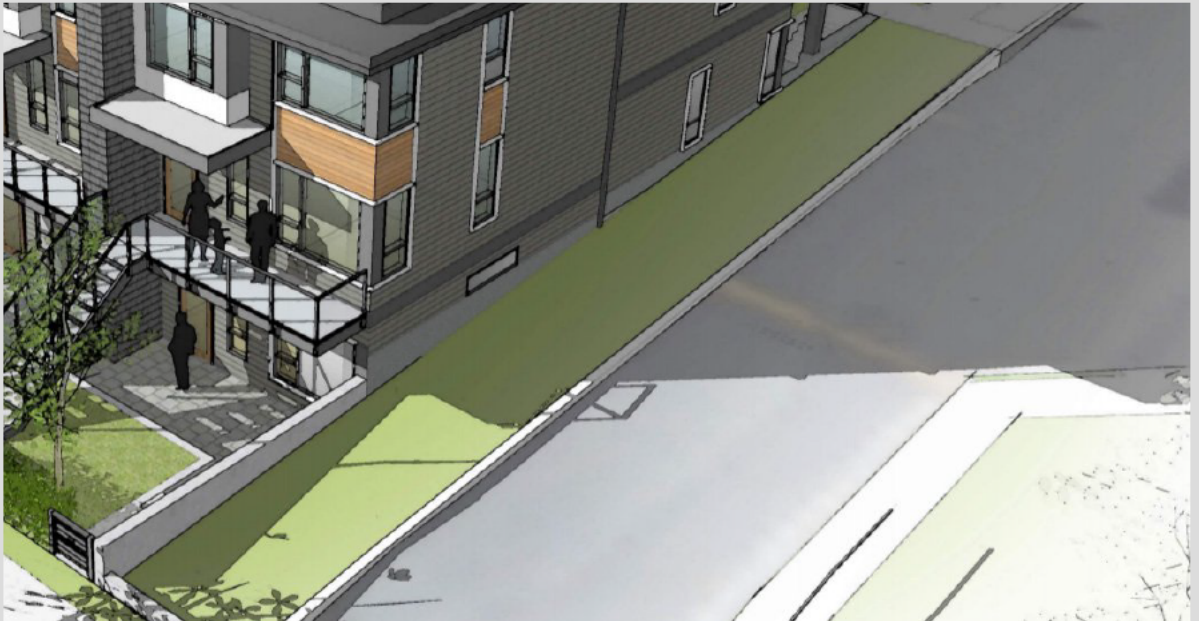




## 4

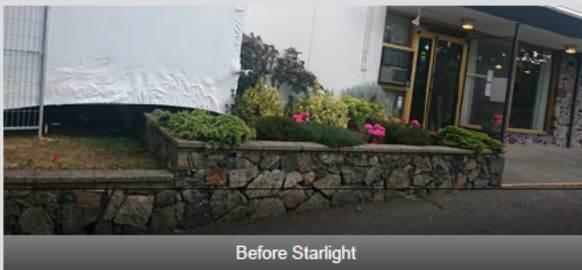
### Proposed Remaining Accessible Lawn beside New Building

- Immediately beside tenant windows
- These would be the only strips of grass left for tenants to bring their pets without circling around to dark strips behind buildings

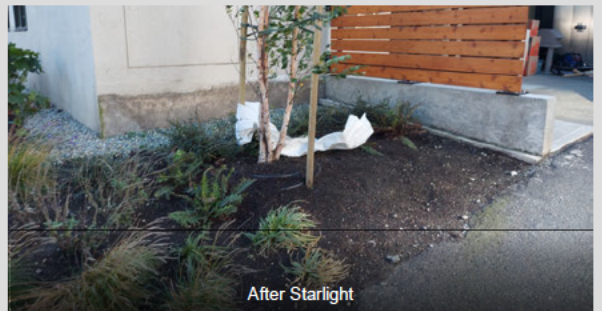


## 5

### What Quality of Landscaping Should be Expected?



Before Starlight



After Starlight

Visit the [Starlight](#) page for more before / after photos, and the [Media](#) page for a full selection.

## Neighboring Property for Comparison



## The Problems

The current proposal destroys almost all green space, at least seven of the 10 significant remaining trees, leaving only three of the original 15, provides no benefit to tenants, degrades amenities, destroying what remains of the original quality urban greenery, stonework and character of the building, and adds only 24 high cost homes of dubious quality.

## A Solution

Below is one alternative that would certainly be more costly to develop, but would mitigate all the permanent negatives of the current proposal while providing more and much better quality housing, and actual benefit to tenants and the community to justify the high rents and further construction noise and stress.



## What Could a Quality Development, Designed for People, Look Like?



1

### New Tower

- 75 to 125 new units
- Bright, healthy, livable units with adequate access to direct and ambient daylight
- Well located relative to existing towers and towers on neighboring property
- In compliance with existing zoning

2

### No Destruction of Existing Green Space

- Last seven large trees on property do not need to be destroyed
- 300+ tenants still have access to a usable lawn
- Urban greenery maintained for the benefit of tenants and neighbors
- No degradation of pool amenity (in-crowding by new building)

3

### Living Rooftops

- Simple living green rooftops would improve the properties ecological impact
- Tenant accessible rooftop terraces would represent an actual improvement which would help justify the massive increases to rents.

**4**

#### **Underground or Double-Level Parking with Green Rooftops**

- Not mocked up: beneath and around the new tower, underground or double-level above-ground parking would allow for parking capacity to grow to meet the needs of new residents.
- Space here for an expanded bike shed, recycling enclosure, or guest parking, etc.

**5**

#### **Community Gardens or Increase of Urban Greenery**

- Above underground parking, or on top of raised parking, community gardens could be established to both provide an improved environment around the new building, improve the property's ecological impact, and add a feature that would genuinely benefit tenants and the community.

While this was a single quick mock-up concept, without qualified consultation, there are undoubtedly many possible ways additional housing could be added to this lot, and almost all of them are likely to be better than the development Starlight has proposed.

**Please do not approve a development that inflicts so many permanent negatives for the addition of only 24 high-rent apartments.**



## What to Expect from Starlight Investments?

What Conduct and Results can Council / Community Expect if this Project is Approved?

### Judge by Actions, not Words

The best indicator of how city council and the community can expect Starlight to undertake this development project, if council approves it, is to examine how they undertook the previous project on this property, and how that aligns with their history of conduct in general.

*“From the commencement of work through to the STOP WORK orders that resulted in all work being halted and tenant evacuations, the owner failed to ensure effective site coordination was provided or to take control of the worksites to ensure work activities were being effectively coordinated and conducted in a safe and healthy manner to protect any persons that could be affected by the activities on site. The outcome at 435 Michigan Street was the result of failing to take the mandatory actions to safeguard those present or working on site.”*

*“Based upon the results of dust evaluations for asbestos, I expect tenants have been exposed to concentrations of asbestos far in excess of the recommended long term time weighted average exposure limit.”*

Raymond Merriman – Certified Occupational Hygienist, former WorkSafeBC Officer

### What is Starlight's Standard of Quality?

The work already completed between 2015 > 2019 on this property should inform of what quality of design, workmanship, and maintenance can be expected from Starlight.



## Before Starlight



## After Starlight – 2021

These grass lumps are greener in the summer, but more keep dying each year since they were planted in 2019, and they are yellow, as seen, through much of the year.





**Before Starlight**



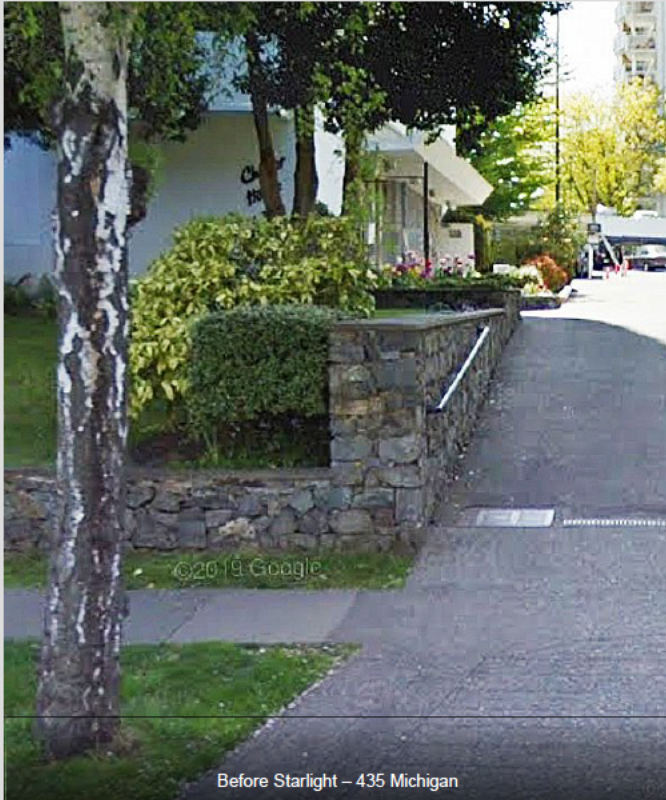
**After Starlight – 2021**





## Before & After Starlight

On the right, two years after renovations completed. No hand rail on incline, rough degraded road edge, dying plants, no retainment to prevent erosion of soil, etc.





### Likewise at the Goodacre Towers

At the Douglas buildings, Starlight has installed new planters without drainage. The fertilizer runoff drains down the entrance ramps to the sidewalk. The potted trees and plants are not fairing well.



### Starlight in Victoria

Although the Starlight / Transglobe brand may be synonymous with greed, negligence, and reduction of housing standards across the country; nowhere are tenants more aware of the extent of Starlight's wilful neglect than here at Charter House and Regent Towers.

### Michigan & Douglas St Renovations – 2015 > 2019

Renovations of vacant suites started in December 2015, with staging for cosmetic renovations of exteriors and common spaces ramping up to daily jackhammering

and grinding underway by summer 2016. Major work wound down by November 2019. What follows is a highlight list of the most alarming signs of chronic willful negligence on the part of the owner and its employ.

### Eviction Attempts

- **Starlight's arrival to Victoria:** was marked by an attempt to evict tenants from the first building they acquired in James Bay. The eviction attempts were withdrawn when tenants and local politicians rallied.
- **No assurances:** Despite ongoing pressure from tenants, media and politicians, Starlight refused to provide, in writing, assurance that they would not evict tenants from these buildings to renovate suites.
- **Fear vs Rights:** More than 120 tenants in these four buildings pursued RTB disputes. Many more did not, and the most common reason expressed was "If I do, I am afraid they will evict me."

### Recently Renovated by Previous Owner

- **The building interior common spaces had been recently thoroughly upgraded:** New carpets, new tile floors, fresh paint, freshly stained doors, updated lighting, new lobby furniture ... the common spaces had been recently, thoughtfully modernized to a high standard before Starlight's acquisition. Those renovations had been completed in weeks with minimal disturbance to tenants.

### Work Not Required for Maintenance

- **Inspection report found only minor repairs required:** The only evidence found or provided indicating the need for repairs was an inspection report indicating the balconies needed minor repairs, not replacement. Tenants and the community were subjected to four years of renovation noise and stress for work that was not required.

### Hallways Torn up & left Bare for Years

- **Carpets pulled up, walls primed grey, left unfinished for years:** With hallways stripped of carpets, the common spaces became echo chambers, amplifying the daily jackhammering, and allowing more free-flow of debris and contaminated dust throughout.

### Laborers not Vetted, Trained or Supervised

- **Affidavits from three contractors and WorkSafeBC officer statements support what tenants observed:**
  - Workers were being hired off the street
  - Some workers appeared to be immigrants illegally employed
  - Criminal record checks were not being conducted
  - Previous experience was not required
  - Hazmat (asbestos, etc.) training was not provided
  - Compliance with WorkSafeBC procedures was being intentionally circumvented
  - Drug use was pervasive
  - Workers were living in groups in units they were renovating
  - Accidents were being hidden from WorkSafeBC

### Contractor intimidation and harassments of tenants

- **Contractors blamed tenants for work shutdowns:** Thankfully, no violence was reported, but many tenants, in statements provided to the Residential Tenancy Branch for tenancy disputes, detailed feeling intimidated by the contractors, even confronted by angry contractors outside the building after the Stop Work in December 2016.

### Significant number of "accidental" unit entries

- **At the 350 / 360 Douglas buildings, many tenants reported numerous incidents:** of workers letting themselves into their apartments while they were there, saying "Whoops, wrong unit." or "wrong building." when encountering tenants. A few of these incidents could be discounted as honest mistakes, but over the course of reviewing statements for many dozens of tenancy disputes for these buildings, the pattern becomes difficult to dismiss as realistically genuinely accidental.

### Police Raid for Drug Trafficking and Possession of Illegal Firearm(s)



- **One of Starlight's contractors was arrested in a police raid at 415 Michigan:** Tenants observed the raid, and VicPD will confirm it orally but will not provide details. The contractor had been living with a group of workers in one of the suites they were renovating, and had been selling drugs out of the building. He was reportedly in possession of firearms.

## High Risk of Explosion

- **WorkSafeBC Officer indicates there was a significant explosion risk:** due to use of flammable aerosols in the enclosure around 435 while the shroud was sparking static off of the scaffolding.

## First Balcony Drop

- **Workers dropped a concrete slab off the 12th floor, north side of 435:** The report indicates they did not know the balcony fronts were not secured to the walls, but they had already removed two from the top floor above. This slab crashed through the scaffolding, out the enclosure, and landed on the lawn below at the entrance to the enclosure. This incident was in public view and was reported to WorkSafeBC.

## Second Balcony Drop

- **Workers dropped a second concrete slab off the south side of 435:** This slab landed on metal bins in a worker area below. This accident was hidden from WorkSafeBC to avoid another shut-down.

## Pipe Cut

- **Affidavits detail other accidents, including:** A new worker with no experience cutting through a pipe on a top floor, flooding floors all the way down to the lobby of 415 Michigan, disturbing asbestos containing materials. The cause of this accident was misrepresented to WorkSafeBC.

## Inadequate Negative Air Pressure

- **WorkSafeBC Officer explains why hazmat contamination was so severe:**
  - The negative air pressure machine was venting INSIDE the enclosure, thereby serving no function
  - The negative air pressure machine was underpowered to compensate for wind gusts
  - Subsequently, the enclosure was acting as a bellows, pumping heavily contaminated air into tenant homes

## Doors Blown Out

- **New lobby doors were installed, and promptly blew out in the wind:** The owner's engineers had not factored for wind and negative air pressure in the building when planning the exterior abatement, and two years later, they were still not properly engineering. The doors blew out, were re-installed, and blew out again. Ultimately, they were removed, a temporary entrance was built, and many months later the door was restored to something similar to the perfectly functional door which had been there originally.

## Ignored Security Concerns

- **Doors propped open:** Throughout 2016, and again in the subsequent years, in spite of tenant complaints, management continued to allow contractors to leave lobby and side doors open at all times, including overnight blocked open by extension cords. Tenants complained of thefts from laundry room and apartments.
- **Scaffolding accessible:** The scaffolding access point could be clearly seen from the street and, inevitably, there were police incidents with non-residents accessing the scaffolding and attempting to gain access to apartments. Police advised the owner they should have a security guard present. The owner did not hire a security guard but did eventually begin closing (not locking) the fence at night, which provided a small additional deterrent.

## Violated Noise Bylaws

- **Expert analysis:** Merriman's analysis indicates the jackhammering undertaken on these four buildings over a two year period would have violated the region's daytime noise bylaws outside, and been even louder inside.
- **Hearing damage and lack of required signage:** Merriman concluded that the noise inside the building would have been intense enough to cause hearing loss and signage would have been required, but was not provided. He indicated that the reason hearing loss was not likely inflicted would be a person's inclination to flee the area.

## Pets into Buildings Undergoing Loud Renovations for Years

- **Before and during renovations, the owner leased to tenants with pets:** informing them that the noise would

not be that bad and would only be for a few months. Subsequently, dogs were traumatized by the intensity of the renovation noise and became prone to howling often for hours after work had stopped.

## Plans vs Final Product

- **Promotional material completely unlike actual work:** For the duration of the 2015>2019 renovations, the owner had large printed foam boards in the lobby showing the lobby and apartment renovation designs, the materials and paint colors, etc. They bore absolutely no resemblance to the work that was completed.

## Deceptive Leasing

- **Affidavits from many new tenants indicate they were misled:** Leasing agents from both Larlyn and Devon Properties showed units on days when jackhammering was not underway, indicating the noise would not be that bad and it would all be done within a few months. Applicants were required to sign an acknowledgement that work might continue for 24 to 36 months, but were assured this would not be the case and was just a formality. Later, when conditions proved to be much worse than tenants had been informed to anticipate, and stretched on for years, these signed acknowledgements were used in tenancy disputes to try to diminish these tenant's rights to compensation for loss of quiet enjoyment. RTB Senior Information Officers indicated such signed documents represent an attempt of the landlord to contract out of their responsibilities under the act and should not be considered, but some arbitrators gave them weight regardless and denied tenants meaningful compensation.
- **Leased to tenants during Stop Work without disclosure of asbestos concerns:** Yes, Devon Properties did lease to tenants while there was an asbestos exposure crisis unfolding without disclosing.

## Deceptive PR Statements

- **"Tenants had not informed us of any asbestos concerns":** In January 2017, Starlight's PR company, Brandon Communications, spun the evacuation as "an abundance of caution" after the "discovery of asbestos" and specifically indicated that tenants had not brought any dust / asbestos concerns to their attention. In fact, tenants had been contacting management about asbestos concerns throughout the previous year. As indicated in one contractor affidavit, management had been sending in the workers to conduct unmasked cleanings of asbestos dust in tenant units when they complained. In at least one documented case, in September 2016, the tenant's suite underwent air testing for asbestos.

Although those particular tests did not indicate elevated asbestos, it should be noted that the expert consultant has indicated there was heavy turnover of hazardous material consultants through 2016 as WorkSafeBC found Starlight's hazmat consultants to not be qualified.

It is a blatant lie that tenants had not been reporting dust and expressing concerns about asbestos to management for seven months leading up to the evacuation.

## Deceptive Legal Practices

- **Starlight's Lawyers unburdened by facts:** Through the ~100 RTB disputes that followed the renovations, in each new dispute Starlight's lawyers continued to make statements which they knew to be untrue, which could be demonstrated to be untrue by the tenant's evidence. Arbitrators are not all thorough and some choose to believe a lawyer's statements, regardless of whether they are supported or contradicted by submitted evidence.

## Notice of Projects vs Work Actually Undertaken

- **NOP for low-risk process – high risk process undertaken instead:** The Notice of Project submitted to WorkSafeBC indicated that a low risk procedure would be used to abate the siding at 435. The expert witness, Ray Merriman, has indicated that a low risk procedure would likely be the use of adhesive strips to pull the paint off the surface without releasing lead / silica / asbestos dust. This process is safer, significantly quieter, but more costly and time consuming. It appears that between submitting the Notice of Project and starting the work, Starlight decided instead to undertake a less costly but much higher risk process of grinding the surface away.

## Continued Intentional Circumvention of WorkSafeBC Procedures

- **Contractor affidavits indicate that, even after the evacuation, they were not compliant:** One contractor, acting as Lead Hand of the HazMat Division of an Environmental LP, indicated that through 2017, after the evacuation and remediation of 435, his employer at that time was still directing him to circumvent WorkSafeBC protocols to cut costs, including running the lead air testing hose out the window to avoid any potential positive results as units were demolished.

## Buildings Unsafe for Workers, Police, Mail Couriers, Management ... Safe for Tenants?

- In the 42 days between the Stop Work Order and the evacuation, VIHA observed that Starlight was not providing concerned tenants with any updates about the situation ... the only notices posted were the Stop Work order and instructions how to pay rent during this period when management could not enter the contaminated buildings.

## 42 Additional Days in a Contaminated Building

- **VIHA communications indicate confusion at why Starlight was delaying testing at 435:** The Stop Work order was imposed on 415 Michigan and extended to 435, 350 and 360 Douglas. It was the same contractors undertaking the same work on all buildings. 435 Michigan was the only building that was enclosed with scaffolding and a shroud. Common sense would indicate that the building which was enclosed would be the one at highest risk of asbestos dust contamination. Starlight was under pressure from VIHA, WorkSafeBC, and the BC Centre for Disease Control to undertake testing at Charter House, yet it was more than a month after the Stop Work before testing was undertaken and the results provided to VIHA, a total of 42 additional days in a highly contaminated building before tenants were evacuated.

## Priorities

- **Take Down Degrading Shroud – or Plan Next Development?:** After tenants returned to their homes in March 2017, work on the exterior of the building was not renewed for another six months. The building was left wrapped, on three sides. The shroud blocked the view through all windows for all tenants in 2-bedroom and studio suites, and half the windows for tenants in one-bedroom suites.

Starlight had an option: they could leave it up until it was convenient for workers to take it down when the work renewed, or they could have workers spend a half day taking it down so that tenants could have access to view and light for the next six months.

Starlight chose to leave the shroud up, degrading in the elements, noisily flapping against the scaffolding, until it finally came partially down in a windstorm nine months later in November 2017. After it's partial collapse, it was almost another month before Starlight made it a priority to finally remove the shredded shroud entirely.

Although Starlight did not prioritize removing the shroud to improve tenant living conditions, they did host a public meeting that summer to inform tenants of the proposed development. The sign went up on the lawn before the shroud came down.

They imposed the maximum legally allowable rent increases on all tenants that year.

This is an example of why these renovations were regarded as an attempt at Eviction by Construction Harassment.

## Lowest Budget / Lowest Quality

- **Windows:** We were instructed by a friendly lead contractor later in the renovations that the reason they were having so many problems installing the windows was because Starlight had chosen to go with stock window sizes rather than spending more having windows made to fit. The result was one tenant with plywood over his windows for months when they removed his original windows & found the new ones wouldn't fit. The following year crews were back up the sides of the building on swing-stages to repair deficiencies with the new windows.
- **Workmanship:** Drywall seams, odd-angles, gouges and chips, broken tile, peeling paint, gaps under baseboards ... the work was cheaply done and it shows.

## Landscaping Degradation

- **Everything they modify is objectively worse:** Stone walls replaced with plain concrete, lush trees year round replaced with spindly deciduous trees, lawns with nice shrubs, hedges, flowers replaced with clump grass brown through half the year. Nobody who looks at a before / after comparison would honestly dispute that Starlight's landscaping changes are a significant diminishment.
- **Poor maintenance:** The landscaping is not adequately irrigated and maintained, so many of new grass clumps have already died, dead and shriveled for month before removed, more are dying, other plants are in retreat, dirt patches expanding.

## Diminished Services / Increased Cost

- **Four resident managers reduced to one non-resident manager:** This diminishes services and maintenance in many ways too lengthily to detail here, which do cumulatively contribute to a diminishment in quality of housing.
- **Neglected Pool:** Eventually, in 2016, a tenant at 415 volunteered to start maintaining the pool here and was eventually hired to do so; however, the formerly well-maintained amenity is now minimally maintained, blue tile now covered in brown mildew, etc. The pool and hot tub at 350 / 360 were left in a complete state of disrepair through most of the renovations and have been allowed to algae bloom several times since for long periods.



- **Parking Fee Increases:** Rates increases for parking spaces
- **Guest Parking Fees Imposed:** Starlight has begun, at 350/360 Douglas first, to introduce parking fees for guests.
- **Storage Locker Fees:** Storage lockers formerly included with tenancies now charged
- **Doubled Laundry Fees:** \$2 per load up to \$5. TVs have been installed in the laundry rooms, though they are not plugged in to anything.

## Poorly Conceived Renovations / Dubious “Improvements”

- Starlight’s renovations are poorly planned cosmetic changes which often degrade function
  - The previous owner’s well-considered common space remodeling had included recessed lighting and a carpeted wall opposite elevators, which diminished hallway reverberation and made our apartments more quiet. Starlight’s remodeling converted the hallways to grey echo chambers with intensely bright mixed yellow and white lights.
  - Starlight has knocked out walls between kitchens and living rooms, but did not replace the lost cupboards, leaving those kitchens with an almost comical lack of kitchen shelving. They design for curb-side appeal, not for actual human comfort and usability

## Maximum Legal Rent Increases, to the Penny, no Matter the Conditions

- **Daily Jackhammering for six months in 2016:** Max rent increases, to the penny
- **Bare Concrete hallways for two years:** Max rent increases, to the penny
- **Stop Work, no workers can enter building, asbestos evacuation:** Max rent increases, to the penny
- **2 years behind shroud, no access to balcony, view, fresh air, light:** Max rent increases, to the penny
- **Pool neglected to become thick green algae bloom:** Max rent increases, to the penny
- **Daily Jackhammering for six months in 2017:** Max rent increases, to the penny

## Rental Rates

Upon acquisition of the buildings, Starlight immediately increased rents on average 60% on vacant suites. A two bedroom on the top floor which was for rent for \$1230 was immediately increased 65% to \$1890.

Before Starlight (2015)	Starlight Increase (2016)	Starlight (2021)
Studio \$700	Studio \$1250	Studio \$1500
1-Bedroom \$1000	1-Bedroom \$1500	1-Bedroom \$1900
2-Bedroom \$1200	2-Bedroom \$1900	2-Bedroom \$2300

It should be noted that while these rents may be aligned with the high-end of regional averages, possibly the most significant contributing factor to these huge increases in market rates is investment companies like Starlight capitalizing on toxic vacancy rates to raise rents exorbitantly, and that these increases are coupled with decreases in services and maintenance quality, not improvements.

Please note rents above are approximate averages. Actual rents increase with elevation in each tower and current rental rates are not available on Devon’s website.



## Affidavit Excerpts – Starlight’s Contractors

These three contractor affidavits corroborate the depth of negligence of the owner to employ competent contractors, detail some of the accidents that were hidden from WorkSafeBC, etc.

*“I have supervised several sites before and I know all the WorksafeBC regulations by heart. Upon arriving on-site at 415 Michigan, I was surprised to see that safe work procedures ... appeared to be deliberately broken apparently to save time and money.”*

*“During my time as supervisor on-site at 415 Michigan, there was a multiple turn-over of labourers ... as they kept showing up for work, clearly apparent that they were under the influence of alcohol, or they did not show up at all.”*

*“... I noted that many of them were immigrants (generally from Mexico) who were working on the 415 Michigan Project apparently illegally and were being paid with liquor and free accommodation in whichever rooms were vacant in 415 Michigan.”*

*“Much of the water from the incident leaked down all the way to the lobby, damaging all the asbestos containing stipple ceiling on every floor to and including the lobby, thereby exposing anyone around it to asbestos.”*

*“As a result of that incident, Saner and his company (including myself at the time) were removed from the site as I was informed and verily believed Best Build could not afford to take a hit for failing to act in accordance with SWP because of its prior poor Worksafe history.”*

*“The occupational air pump was always hung out of a window during demolition in a dwelling unit to ensure that the air results always came back clean [of lead or other hazardous materials].”*

*“During my time on the Project I believed, more than I had believed in my previous experiences, that we, as subcontractors on the 415 Michigan Project, were working within a budget too tight to allow the work to be completed safely.”*

*“In comparison to my former employment at Ralmax or my current employment at Quantum Murray, the 415 Michigan Project did not have a time allowance sufficient to carry out the necessary work within proper safety regulations.”*

Lead Hand, Hazmat Division

*“Many of the contractors were clearly not qualified or experienced ... I witnessed*

*reputable companies decline contracts after observing the lack of competency and professionalism of the existing contractors on site."*

*"The company I worked for was constantly chasing Starlight for payment,"*

*"... the per-suite renovation budgets were on average 35% below what I would consider to be "rock-bottom" budget necessary to do a passable job. My observation was that there was not a bidding process, but rather that Starlight set the budgets."*

*"The stress level on site was subsequently intense, with inexperienced contractors, an unusually high number of WorkSafeBC inspections and stoppages, pressure to complete work under extremely insufficient budgets, with cash-flow challenges due to the huge payment delays, etc."*

*"It seemed out of control, and with the number of unskilled trades on site, the risk of injury inducing accidents or fatalities felt high. The toxic work environment was degrading my emotional state."*

*"I was told by my supervisor that 'I've never seen a company like them, they don't care about the tenants at all, it's as if they want them to move out.'"*

*"Over the course of my career, these were by far the most unprofessional work sites I've experienced ... I would have found any of these buildings nearly impossible to live in."*

**Site Superintendent**

*"I had no previous related experience. I quickly became the OFA / Safety Officer in December 2016 after our first two OFA quit, due to concerns of lack of safety and general incompetence of the employer and contractors."*

*"In all four buildings, our employees didn't go through background checks and weren't required to have any previous construction experience. Some of them were ex-convicts. I was aware of one co-worker who had been in prison for ten years for human trafficking."*

*"In at least one of the buildings, groups of employees were living in vacant suites undergoing renovation. There was a big police raid and arrest at 415 Michigan of one of the employees who worked for Unique Restoration and lived in 415, for drug trafficking and possession of illegal firearms."*

*"There was a large amount of Cannabis smoked during break times, almost every lunch break half of the team would go smoke weed and then come back to work, which was in violation of work safe requirements."*

*"Most of the employees on all four sites had no HAZMAT training unless they had it from previous job sites, but many of the employees did not have previous experience, so had no HAZMAT training at all. We weren't required by the employer to take a course on it"*

*until after we got shut down in December of 2016. No training from July 2016 – January 2017.”*

*“At 435 Michigan, two concrete balcony slabs had been dropped by accident ... We were directed to demolish the fallen slab and remove the evidence before too many tenants noticed the accident and Work Safe found out, but on the way down it had bounced off of another balcony beneath it so tenants in the building heard the loud impact and some saw. I don’t think Work Safe found out.”*

*“We were removing, demolishing transporting and dumping concrete materials in buckets to bins out front of the building, with no bagging or precautions taken.”*

*“We hadn’t used the vacuuming and wet application until long after there were complaints about how much “construction dust” was in the air in units after our demolition.”*

*“When tenants complained about dust in their suites, my employer had me cleaning them. I was cleaning the suites with no masks on, told by my employer that it was just “construction dust.” A quick get in get out job. I was not educated about hazardous materials and did not realize how much danger we were subjecting the tenants to or that I was being subjected to both while working and doing clean up in tenant suites.”*

*“I quit Unique in July of 2017 after I had endured sexual harassment from two employees, one of whom I knew to have a violent criminal record.”*

*“We were living in one of the suites which was renovated in 2016 and the condition was very poor and already degrading. Likewise with the hallways which have finally been completed in 2018. All the work here was done poorly and it shows.”*

*“This was the worst period of my life, both as an employee and tenant.”*

Labourer / Occupational First Aid / Safety Officer

## **Affidavit Excerpts – Tenants**

These ten affidavits support what many tenants experienced: the owner’s management companies, Larlyn and Devon Properties, were deceitful when enticing tenants to sign leases.

*“When I signed the lease for the Apartment I was told there was renovation work to be carried out and it would last about three months. No one mentioned asbestos or jack-hammering all around us, including above our heads on the roof, and nearby on the neighboring tower. It was like living in a “war zone.”*

*“I told Greg a representative or agent for Larlyn they should not have rented this Apartment to anyone, it was not a fit place to live, and as professionals they should know that, but the greedy management company wanted our \$2000 rent per month. It’s all just numbers for them. Honestly It still makes me feel sick to my stomach..”*



*“In July of 2016 I was shown the apartment by Droond, a representative or agent of Larlyn Property Management. This was before much of the demolition had taken place. He told me that it would be done by November of that year.”*

Tenant #2 – 415 Michigan

*“We were told the other building, 435 Michigan Street, was evacuated because of one person’s panic but that they’d tested the air in this and the other buildings and that there was NO asbestos in this building, that there was only ever one particle found at one time in the other building and so they evacuated it as a precaution. Gord said other tenants made a fuss over that one particle and were evacuated to a hotel, but that the nature of their discontent was really about their rents being raised.”*

*“We feel we were not given accurate information about the hazardous materials risks, about the reality of smoking within the building, or the amount of noise and disturbance we would experience from the work within and outside the building.”*

Tenant #3 – 415 Michigan

*“I overheard a resident manager here at 415 Michigan Street say to prospective tenants that they were “working on getting the riff-raff out.” I was quite hurt by that remark. I have lived in the building for seventeen years, it used to have a very positive culture and I have observed the vast majority of my neighbors to be friendly and respectful. One neighbor was a friend who was fighting cancer but needed to leave because of the difficult conditions here. It was upsetting to me that management consider her, or me, or any of my other neighbors to be “riff-raff”*

Tenant #4 – 415 Michigan

*“April of 2017 ... We were shown the buildings by Gordon O’Brian (Gord), an agent or representative of Devon Properties the Property Manager for the owners of the building where the Apartment is located. We asked about the scaffolding and exterior work prior to renting. Gord said that work was scheduled to start within a couple of weeks and would take approximately 6 weeks once started. We signed an agreement saying we understood that active construction would occur in the building for the next two years. Gord indicated that the agreement was because other tenants were suing them, but he assured us the work would not take that long. It is March 2019 and the work is not yet complete.”*

*“At the time of renting we were not told that the windows could not be opened. We were*

*not aware that we would not have access to the balcony for six months after moving in. We were not told about their plans to put a new building between Charter House and Regent Tower.”*

**Tenant #5 – 435 Michigan**

*“They very much did their best to downplay the extent of what was really going on. Part of the reason we accepted the lease on this place was because we assumed they were telling the truth regarding how long the renovations would continue for.”*

*“We moved in the summer before the evacuation, so we suffered through that whole mess. We decided early on we would leave as soon as our lease was up and we were able to find a better home.”*

**Tenant #6 – 435 Michigan**

*“I moved into the Apartment in October of 2016, and was told by the leasing agent for Devon Properties that the renovations would be completed by the spring of 2017.”*

*“I was also told that my suite would be completed when I moved in, but it didn’t have a dishwasher or curtains, the windows hadn’t been replaced, and the heater didn’t work. The dishwasher arrived a week after I moved in. It took an entire year before I got my windows replaced and curtains put in, and over a year before my heater was repaired. The toilet replacement is still pending.”*

**Tenant #7 – 415 Michigan**

*“The construction work has still not been completed more than two years later. I do not know if Ms. Allen was aware that it would not be completed by March 2017, or if she was just passing on the information that she was given. In either case, my partner and I feel we were misled into believing that the construction work would be completed within months rather than years. We would not have signed the lease if the conditions and duration had been accurately communicated to us.”*

**Tenant #8 – 435 Michigan**

*“When I moved into the Apartment on September 1st 2016 I was told by the leasing agent for Larlyn Property Management that the renovations were going to be quickly wrapped up. That was clearly anything but true. It is now 2019 and the work continues. They said they were focused on having my suite done for me on time ... which they didn’t. They said nothing about jackhammering and nothing about hazards.”*

*"I assumed the different phases of the work would be done in a reasonable amount of time. This is very different from what I experienced, as I didn't believe that the jackhammering would've been so constant or all the work would take years to complete."*

*"My suite was not ready as promised and was missing dishwasher, microwave and blinds. I did not get these items for months."*

*"I feel like I was taken advantage of because there were minimal to zero apartment vacancies during this time period, so I really had no choice but to accept this one even with the high rent and the difficult conditions."*

Tenant #10 – 415 Michigan

## **Starlight's Pattern of Negligence and Negative Impact on Communities**

Starlight (formerly Transglobe) has been acquiring apartment buildings across the country since 1994. In that 27 year history, they have earned a reputation for transforming formerly well-managed buildings into unhappy, often unsafe, and always significantly more expensive places to live. They have no history of creating housing or improving housing – they simply make housing more expensive. They boast 25% returns for investors, but have never even bothered to have their PR company write a mission statement related to providing or improving housing. Their conduct demonstrates a company without a conscience, a profit incentive unhindered by any other priorities or consideration of the impact of their decisions on people and communities.

## **Isolated Incident?**

Unfortunately, no. What transpired at these buildings was extreme, but not isolated. The same problems were playing out at Loughheed Towers in Burnaby, and one of the contractor affidavits details that the problems he observed at these buildings were common to the other Starlight projects at other buildings in James Bay he had been working on. A google search reveals that tenant groups have formed many times in the past, across the country, to try to protect their rights or safety.

## **Cross-country Slumlord Investigations:**

Starlight undertakes cosmetic work on some buildings, others they neglect entirely. CBC has undertaken investigations twice into the many complaints they have received from Starlight / Transglobe tenants concerned for their health and safety.





## Returns for Investors, not Housing for People:

Starlight does seven things:

- Make cosmetic capital investments (usually unrequired balcony replacement) to increase property values and curbside appeal.
- Misrepresent those cosmetic upgrades as necessary to justify above-max rent increases (depending on provincial tenancy act)
- Reduce costs by diminishing quality of service and maintenance
- Maximize rents to the limit the market will bear on turnover
- Maximum rents to the limit the law will allow, to the penny
- Maximize ancillary revenue (laundry, parking, storage, etc.)
- More recently: Infill

On these properties they have accomplished six of these seven goals so far.

What Starlight does not do is provide housing or improve housing. In 27 years, nothing related to providing housing has made it into their mission statement.

## Cosmetic Work Falsely Presented as Maintenance to Justify Rent Hikes:

A tenant and local newspaper in Toronto uncovered that Starlight was using old inspection reports in order to classify cosmetic renovations as necessary to allow them to impose significant rent increases. They were claiming balcony replacement was required to address deficiencies in metal railings, hiding that the previous owner had already had all the metal work addressed and new inspection reports found the balconies to be in good repair.

## Same False Justification on these Buildings:

Likewise with the renovations at 415 & 435 Michigan, and 350 & 360 Douglas – the inspection reports found the balconies to be in good repair only requiring minor repairs. Starlight elected to replace them, subjecting tenants to a year of daily jack-hammering and exposure to asbestos dust, for reasons entirely unrelated to maintenance.

## Conclusion:

Starlight has demonstrated that they can not be trusted to oversee development projects safely, that they will prioritize rock-bottom budgets over every other concern, including the safety of tenants. It is bewildering that the level of willful negligence they demonstrated on the past renovations on these buildings would not prohibit them from any additional development.

## **How Bad was the Asbestos Exposure in 2016?**

### **415 & 435 Michigan Street and 350 & 360 Douglas Street**

### **Asbestos Exposure Summary (TL;DR)**

In Jan 2017, after a year of cosmetic renovations on four towers, WorkSafeBC imposed another Stop Work which lead to the evacuation of all tenants from Charter House due to extremely high asbestos content in dust samples.

Drawing from Certified Industrial Hygienist reports, contractor affidavits, WorkSafeBC and VIHA documents, below is a summary of what occurred.

None of these conclusions are conjecture, each is well-supported by credible evidence.

#### **Before starting the project:**

1. The previous owner had modernized the common areas recently, to a high standard.
2. Inspection reports indicated the balconies needed minor repair, not replacement.
3. After completing an inventory, Starlight's hazmat consultant advised them not to proceed with work that would disturb hazardous materials which were safe in their current conditions.
4. Starlight elected to proceed with high-risk, cosmetic renovations, not required for maintenance.

#### **How the project was undertaken:**

1. Contractors were unvetted, inexperienced, untrained, and often under the influence of drugs or alcohol.
2. There was a very high turnover of workers, lead contractors, hazmat consultants (even the management company) and with no oversight, this heavy turnover resulted in significant inconsistency.
3. There were many accidents, including dropping of two concrete balcony slabs off the building, cutting through a pipe and flooding a building, etc.
4. Some accidents were hidden from WorkSafeBC.
5. Contractors were directed by their employer to circumvent WorkSafeBC procedures to save time and money.
6. The project was subject to numerous Stop Work orders.
7. Starlight was required, multiple times, to redo hazmat testing as the individuals they hired were deemed unqualified by WorkSafeBC.
8. The enclosure around the building was not engineered for the wind conditions in this region.
9. The negative air pressure machine was venting within the enclosure, thereby not generating any negative air pressure.
10. Once corrected, the negative air pressure machine was underpowered to compensate for wind gusts.
11. Subsequently, the enclosure was acting like a bellows, pumping contaminated air into the building.
12. The enclosure was not engineered to account for the heat of an occupied building.
13. Subsequently, the heat of the building was drawing contaminated air in.
14. Tenants were left living behind a degrading shroud, needlessly, for eleven months after the stop work.
15. When work renewed, engineering was still not being done for wind and air pressure – new doors were installed and popped out in the wind.
16. Starlight ignored tenant concerns about dust ingress for five months.
17. Starlight chose to disturb hazardous materials, against the advice of their hazmat consultant, for non-essential work.
18. Starlight appears to have chosen to engage in a higher-risk abatement option to save costs.
19. Starlight appears to have set budgets which were too low to allow contractors to undertake the work safely.

20. Starlight failed to provide sufficient oversight or contractor coordination.
21. Starlight failed to act quickly after the Stop Work and tenants resided in a highly contaminated building for an additional 42 days.

### The outcome:

1. The building was flooded with significant amounts of asbestos, silica, and possibly lead contaminated dust, starting in July 2016
2. The asbestos and silica contaminated dust circulated throughout the building, re-disturbed constantly by renovations and tenant activities.
3. Asbestos exposure has been determined to have been far beyond long-term exposure limits inside the building.
4. Silica exposure has been determined to be hundreds of times beyond long-term exposure limits in tenant suites.
5. Tenants lived in a heavily contaminated building for seven months.

### The other buildings:

1. 415 Michigan and 350 / 360 Douglas were not enclosed and were subsequently not subject to such extreme contamination; however,
2. If tenants observed dust resulting from abatement work, that visible dust would indicate the presence of airborne asbestos, silica and possibly lead
3. There is no evidence that proper containment procedures were undertaken to prevent contamination.
4. There is no evidence that ongoing air monitoring was undertaken to prevent contamination.
5. Without that evidence, with the Certified Industrial Hygienist's knowledge of the work that was being done, with tenants reporting visible dust ... there is a risk that exposure did occur in those buildings through 2016.

## Asbestos

[www.worksafebc.com/en/health-safety/hazards-exposures/asbestos](http://www.worksafebc.com/en/health-safety/hazards-exposures/asbestos)

Because of their shape, asbestos particles cling to tissues of the lungs and other areas of the respiratory system. Over time, these tiny fibers can cause inflammation and a number of serious health problems, including: Lung Cancer, Asbestosis, a degenerative respiratory condition resulting from the formation of scar tissue plaques on the surface of the pleura, a precursor to the onset of mesothelioma, an aggressive, always terminal cancer.

*"Based upon the results of dust evaluations for asbestos, I expect tenants have been exposed to concentrations of asbestos far in excess of the recommended long term time weighted average exposure limit."*

**Raymond Merriman – Certified Occupational Hygienist, former WorkSafeBC Officer**

## Silica

[www.worksafebc.com/en/health-safety/hazards-exposures/silica](http://www.worksafebc.com/en/health-safety/hazards-exposures/silica)

Inhaling crystalline silica can lead to serious, sometimes fatal illnesses including silicosis, lung cancer, tuberculosis, and chronic obstructive pulmonary disease (COPD). Silicosis is a disabling, irreversible, and sometimes fatal lung disease. In addition, silica exposure has been linked to other illnesses including renal disease and other cancers. Silicosis and other silica-related illnesses may not show up for many years after exposure.

*"I anticipate respirable crystalline silica levels, within the building, adjacent to exterior grinding procedures, may have exceeded recommended long term exposure levels by 250 to 350 times."*



## Lead

[www.worksafebc.com/en/health-safety/hazards-exposures/Lead](http://www.worksafebc.com/en/health-safety/hazards-exposures/Lead)

Lead dust can lead to reproductive problems, high blood pressure and hypertension, nerve disorders, memory and concentration problems, and muscle and joint pain. Lead dust is the leading cause of lead poisoning in the three most at-risk groups – children, pregnant women and pets – and its effects can be devastating. Lead poisoning is most often caused by lead dust, which results when lead-based paint is sanded or chipped, usually during a renovation.

*“The occupational air pump was always hung out of a window during demolition in a dwelling unit to ensure that the air results always came back clean [of lead or other hazardous materials].”*

Lead Hand, Hazmat Division



## Events Leading to Asbestos Evacuation of Charter House

This brief list highlights Starlight's chronic willful negligence over the course of 2016 which ultimately lead to significant distribution of airborne asbestos and silica dust throughout Charter House, and the subsequent need to evacuate all tenants for six weeks so the building could be thoroughly cleaned by teams of hazmat specialists.

1. 2016 – Initial HazMat inventory indicates Asbestos / Lead / Silica safely contained, consultant advises Starlight to not disturb
2. Dec 2015 – Work started renovating suites in all buildings
3. Jan 8 2016 – **WorkSafeBC Stop Work Order** – Suite demo work started without hazmat inventory

4. Apr 27 2016 – **WorkSafeBC Stop Work Order** – WorkSafeBC found that the employer had not conducted a hazardous material survey before commencing work, and had duplicated (forged) the survey for 435 Michigan from 415 Michigan. The contractor indicated they did so out of pressure from the client
5. April 2016 – Tenants contacted WorkSafeBC when they observed workers carting asbestos containing construction debris through the hallway in open barrels
6. May 6 2016 – **WorkSafeBC Stop Work Order** – Failure to contain asbestos containing materials
7. Jul 13 2016 – **Balcony Slab Dropped** – from 12 floor, not the first balcony slab removed
8. Jul 18 2016 – **WorkSafeBC Stop Work Order** – Multiple asbestos related issue with exterior enclosure
9. Aug 24 2016 – **Balcony Slab Dropped** – second accident, not reported to WorkSafeBC
10. July > Dec 2016 – **Tenants Complaining of Significant Dust Ingress** near areas of exterior abatement
11. Dec 14 2016 – **WorkSafeBC Stop Work Order** at 415 Michigan
12. Dec 28 2016 – **Violations of Stop Work Order**: WorkSafeBC inspectors visiting the site found multiple ongoing violations of Stop Work order for non-essential work
13. Dec 2016 – **WorkSafeBC Stop Work Order Voluntarily Extended to All Buildings**
14. Dec 2016 > Jan 2017 – **42 Additional Days Living in Heavily Contaminated Homes**
15. Jan 2017 – **A few Tenants Evacuated** when tests in their suites showed high levels of asbestos dust
16. Jan 24 2017 – Results of testing at Charter House delivered to VIHA
17. Jan 28 2017 – **All Tenants Evacuated from Charter House**
18. Mar 10 2017 – Tenants granted access to re-occupy their homes

## Post-Evacuation Living Conditions and Violations of WSBC Procedures

1. 2017 – **Nine More Months Behind Abandoned Shroud Degrading in Elements** with no work progress
2. 2017 – Starlight prepares and submits plan for proposed development on lawn
3. 2017 – **Rents Increased Max Legal Limits**, to the penny, while tenants live in building with bare concrete hallways, ongoing construction noise, abandoned shroud blocking windows, etc.
4. Apr 3 2017 – **WorkSafeBC Imposed Administrative Penalty \$2500**
5. Sep 2017 – Work renewed at 415 / 435 Michigan
6. Nov 2017 – **Abandoned Shroud Partially Down** in wind storm
7. Dec 2017 – Shredded shroud finally removed by Starlight
8. 2017 / 2018 – **Ongoing Circumvention of WorkSafeBC Procedures**: Lead Hand testifies his employer is having him circumvent WorkSafeBC procedures to cut costs, and cover up an accident to avoid WorkSafeBC investigations
9. 2018 – New carpeting installed in hallways which had been bare for ~two years
10. Mar 2019 – **Newly Installed Front Doors Pop out from Negative Air Pressure Wind Gust**

11. Summer 2019 – Beautiful mature trees on front lawn cut down

12. Late 2019 – Work winds down

## HazMat Inventory and Consultant Advice to Starlight

*“The ACM materials listed above are in good condition and are not considered hazardous in their current state. The client may wish to leave these materials in place and/or build over them. It is only if these materials will be disturbed by renovation, demolition or similar actions which can cause the asbestos fibers to become airborne where there is a concern for health and safety.”*



Starlight's consultant who conducted the initial hazmat inventory advised the owner that the Asbestos Containing Materials were in good condition, posing no risk unless disturbed, suggested the owner should consider not disturbing them, and provided handling guidelines.

It is important to understand that everything which followed, leading to tenants being exposed to asbestos and evacuated, was avoidable. Starlight chose to ignore the consultant's advice to not disturb the asbestos containing materials or to build over them, chose instead to undertake the high-risk / low cost procedure to abate them, for work that was not required ... and then failed to follow the handling guidelines to ensure that work was done safely.

## Expert Analysis of HazMat Exposure

Certified Occupational Hygienist Raymond Merriman conducted an in-depth analysis to estimate exposure risks at all four buildings based on WorkSafeBC documents, hazardous material surveys, dust and air sampling methodology and lab sample results (including those which prompted the evacuation), knowledge of the deficiencies in the work which lead to the various Stop Work orders, knowledge of the work processes being undertaken, etc.

His reports are extensive and detailed. They are available on the [media page](#). Below are some key excerpts.

*“Throughout 2016 the job-sites at 415 and 435 Michigan Street and 350 and 360 Douglas Street received extensive attention from WSBC in the form of inspections, orders for failure to take appropriate precautions for work involving hazardous materials and STOP WORK orders.”*

*“STOP WORK orders are typically rare occurrences, there were, however, numerous orders issued in relation to the sites at 415 and 435 Michigan Street.”*

*“Respirable crystalline silica and asbestos particles, due to their size, behave like a gas. The particles follow the same basic flow characteristics as a gas and are able to flow through any openings. These particles can take many hours or days to settle and can easily become airborne again if settled dust is disturbed.”*

*“If tenants encountered dust entering their residences, from an adjacent*



*abatement project, I would be extremely concerned because:"*

*" – In general anytime particulate is visible it demonstrates there is inadequate control of airborne particulate. Abatement dust that is visible is of a relatively large particle size, and if that type of dust is not being contained, the finer airborne particulates, such as asbestos and respirable crystalline silica, are also not being contained."*

*" – If airborne contaminants consisting of asbestos, lead or respirable crystalline silica are entering tenant residences there is an increased risk for residents to develop health issues including life threatening health issues."*

*" – The finer airborne particulate, which is not visible to the naked eye, is concerning because it is of a size that can travel into the deep reaches of the lungs where it will remain and can lead to the development of serious and often terminal diseases associated with asbestos and respirable crystalline silica."*

*" – Statements by tenants that they observed dust and continued to reside in the suites without qualified remediation is very disturbing as this would be indicative of a potential prolonged exposure to multiple forms of airborne hazardous materials."*

*" – If tenants attempted to clean settled abatement dust in their apartments by sweeping or using anything but a certified HEPA vacuum, the dust would be re-entrained (kicked -up into the air), where it can be inhaled by the tenants. The settling time for these particles can be up to 41 hours."*

*"Interpretation of Surface Dust sample results (from NorthWest Environmental Group report):"*

*"Concentrations of asbestos structures are considered to be:*

**Background** <1,000 str/cm<sup>2</sup>

**Ambient** 1,000 – 10,000 str/cm<sup>2</sup>

**Moderate** 10,000 – 50,000 str/cm<sup>2</sup>

**Elevated** 50,000 – 100,000 str/cm<sup>2</sup>

**High** >100,000 str/cm<sup>2</sup>"

*"Sample results in common areas, hallways and elevators ranged from 7,400 to 207,000 structures/cm<sup>2</sup>"*

*"Sample results in tenant suites ranged from < 881 to 15.6 Million structures/cm<sup>2</sup>"*

*"It is my opinion, as a Certified Industrial Hygienist, that there has been a significant potential for exposure to airborne contaminants such as asbestos and respirable crystalline silica arising from the grinding process used to remove asbestos-containing paint on the exterior cementitious coating."*

*"I believe that what has occurred here is a serious cause for concern. I expect environmental recommendations for airborne contaminants have been exceeded for an extended period of time in many if not all, areas of*

*the building.”*

*“Based upon the results of dust evaluations for asbestos, I expect tenants have been exposed to concentrations of asbestos far in excess of the recommended long term time weighted average exposure limit.”*

*“I anticipate respirable crystalline silica levels, within the building, adjacent to exterior grinding procedures, may have exceeded recommended long term exposure levels by 250 to 350 times.”*

*“From the commencement of work through to the STOP WORK orders that resulted in all work being halted and tenant evacuations, the owner failed to ensure effective site coordination was provided or to take control of the worksites to ensure work activities were being effectively coordinated and conducted in a safe and healthy manner to protect any persons that could be affected by the activities on site. The outcome at 435 Michigan Street was the result of failing to take the mandatory actions to safeguard those present or working on site.”*

Raymond Merriman – Certified Occupational Hygienist, former WorkSafeBC Officer



## FAQ – Michigan & Douglas Buildings HazMat Exposure

The Merriman and Associates Ltd HazMat reports are lengthily and at times, technical. Below are some layperson conclusions he has confirmed to be accurate interpretations. All supporting documents will be made available on the [media page](#).

### Was there or was there not asbestos exposure?

Please read the Merriman & Associates' report excerpts above. His full reports are available on the [media page](#).

### VIHA's letter was reassuring, Merriman's report is alarming. Why the difference?

VIHA hired a Certified Industrial Hygienist to analyze the air samples undertaken after tenants were evacuated. That analysis was to assess air quality at that time, not to assess historical exposure potential. Contrarily, Merriman's analysis was of the evidence and dust samples taken before the evacuation and was a thorough investigation specifically to assess historical exposure.

- VIHA's letter did indicate that the results they had analyzed were indicative only of air quality at the time and places of testing, which was accurate, but their interpretation that those results were reassuring was flawed.
- VIHA's analysis did not appear to factor lead or respirable crystalline silica.

- VIHA indicated that some samples could not be read – this is typically because of excessive amounts of silica.
- VIHA appears to have misinterpreted data regarding asbestos counts in samples and what those counts indicate in terms of exposure risk.
- Some other factors contributing to the differences between VIHA and Merriman & Associates' findings.
  - Time had passed between the pre-evacuation samples and the samples VIHA considered, subsequently; contamination within the building had diminished due to time without ongoing renovations, time without human activity (tenants), and ventilation.
  - Some of the locations initially found to be highly contaminated had already been cleaned.
- To repeat: the testing VIHA based their letter on was conducted after cleaning had already commenced.
- VIHA's analysis was of air samples. Merriman's analysis included the pre-evacuation dust samples. Air samples provide information about air quality at that time and place. Dust samples are a more accurate indicator of risk of exposure as the dust will be repeatedly disturbed by human activity.
- VIHA has declined requests to review Merriman's reports and investigate further.

## Why did we not hear anything about Respirable Crystalline Silica (RCS)?

RCS is as dangerous as asbestos. Unlike asbestos, RCS does not need to be tested for in a hazardous material inventory before a project commences as RCS is always released anytime hard materials like concrete, stone, tile, etc. are crushed, ground, hammered, destroyed. RCS is the extremely fine dust version of sand, present in most any hard construction material.

In the full lab reports of samples both before and after the evacuation, many of the samples could not be read due to excessive particulate in the samples. This is typically an indicator of so much silica that the asbestos fibres can not be counted.

Merriman has concluded that he expects tenants were exposed to asbestos far in excess of long term exposure limits, which is alarming enough, but he goes on to indicate that he believes silica exposure may have exceeded long term exposure limits by 250 to 350 times.

It must be understood that this was not a brief exposure event, this analysis relates to conditions ongoing / worsening from the commencement of balcony abatement and exterior grinding in July 2016, through to the Stop Work in Dec 2016 and ultimately the evacuation in late January 2017.

The simple answer may be that the danger of asbestos exposure has been common knowledge for decades, the risk of silica exposure is a much more recent discovery and the knowledge is simply not yet common.

Control measures to protect individuals from asbestos exposure would also effectively protect individuals from silica exposure, but as Merriman has indicated: there is no evidence those controls were in place.

## How much exposure to asbestos or RCS can cause illness or death?

Whether disease does or does not develop is an individual matter that can not be predicted, but here are some things to consider:

- No amount of asbestos exposure is considered safe.
- People who are expected to encounter asbestos in a workplace are required to wear disposable clothing.
- People who engage in activities which generate respirable silica are advised to park away from the worksite to avoid potentially transporting any of the hazardous dust home after work.
- Many people have died from exposure only to asbestos brought home in the clothing of family who work with asbestos.
- Exposure is cumulative. A single short term exposure can cause disease. Risk increases with more exposure.
- Being exposed in a poorly ventilated environment (such as an apartment with sealed windows) significantly increases risk.
- Exposure is increased by anything that re-circulates dust, such as:
  - using fans
  - sweeping
  - vacuuming with a non-HEPA vacuum
  - movement of fabric (moving clothes, making bed, drawing curtains, etc.)
- Living in a contaminated environment for months is considered a major risk.

## If we've been exposed, what can we do to avoid disease?

Unfortunately, asbestos and silica can not be cleaned from the lungs. There is no known way to decrease the potential for disease once exposure has occurred; however, smoking significantly increases risk.

## Was there exposure risk at 415 Michigan and 350 / 360 Douglas, or just Charter House?

After the Stop Work on all buildings, Regent Tower and Goodacre Towers North & South were tested and found to be not-contaminated with asbestos. There are only a few things that can be said about this:

- Charter House, 435 Michigan, was enclosed and tenants here absolutely suffered the highest exposure risk.
- WorkSafeBC found deficiencies with testing procedures and analysis throughout 2016, and Merriman found problems with VIHA's interpretation of post-evacuation testing. It is not apparent whether the testing to clear the three buildings was properly undertaken or analyzed.



- It does not appear to be the case that testing was undertaken for lead or silica.
- There is no evidence that proper controls were in place on any of the buildings to prevent exposure.
- There is no evidence the owner undertook ongoing air-testing to ensure exposure was not occurring.
- If tenants saw dust inside the building that resulted from renovation / abatement activities, that visible dust would indicate the presence of finer airborne dust likely containing silica, asbestos and lead.

## **What are the symptoms, when do they start?**

1. Asbestos / silica related lung diseases typically take decades to develop, as scar tissue builds in the lungs around the fibers and crystals. It is uncommon for symptoms to start earlier than ten years from exposure.
2. Asbestos / silica exposure CAN result in immediate symptoms for COPD sufferers. Many tenants in the four buildings with COPD (asthma, emphysema, etc.) reported worsened symptoms during the renovations, some which recovered once they moved out of the building, some which did not.

## **What should we do?**

1. If you were in Charter House for any length of time between Summer 2016 and the evacuation in Jan 2017: see your doctor, advise them you believe you have been exposed to a significant amount of asbestos and silica. Request a chest x-ray and pulmonary testing. This will provide a baseline of your current lung function to measure against any decline you may suffer in the future. It may become evidence in the hopefully unlikely but not impossible scenario that you develop lung disease and pursue legal action.
2. If you were a tenant of one of the other buildings and you are concerned, you should do the same thing, although there is less certainty of exposure, so it would be more accurate to say that you believe you may have been exposed.
3. Gather and secure all evidence you have from that period. Documents, photos, videos, communications with management about concerns, communications with family about the conditions in the building(s), appointments with doctors or counsellors related to the renovations or evacuation, etc.

## Photos, Videos, Reports, Affidavits

Unfortunately, occupants of these buildings through 2016 may need this evidence.

**File links will be added soon after redactions can be made.**

Items will be blue when links have been added

### FOI Documents

- **VIHA Response Package** – Communications around Stop Work and Charter House Evacuation
- **VIHA HazMat Report** – Contracted Occupational Hygienist Report
- **WorkSafeBC A – Notice of Projects**
- **WorkSafeBC B – Inspection Reports**
- **WorkSafeBC C – Hazardous Materials**
- **Police Report – Hazardous Situation**
- **Police Report – Statistics** – All Buildings

### Hazardous Material Expert Analysis

- Ray Merriman 01 – CV
- Ray Merriman 02 – Jackhammer Noise Assessment – 350 / 360 Douglas
- Ray Merriman 03 – Jackhammer Noise Assessment – 415 / 435 Michigan
- Ray Merriman 04 – HazMat Exposure Analysis – 350 / 360 Douglas
- Ray Merriman 05 – HazMat Exposure Analysis – 415 / 435 Michigan
- Ray Merriman 06 – HazMat Summary – Exposure Assessment for All Buildings
- Ray Merriman 07 – Deficiencies Clarification
- Ray Merriman 08 – Assessment of VIHA Interpretation of Results
- Ray Merriman 09 – Clarifications

### News Articles

- James Bay Eviction Attempts
- Charter House Asbestos Evacuation
- Starlight's Ontario Above-Guideline Rent Increase Scam
- Various Transglobe / Starlight Tenant Groups form Cross-country

### Contractor Affidavits

- Contractor Affidavit 01 – Site Superintendent
- Contractor Affidavit 02 – Lead Hand, Hazmat Division
- Contractor Affidavit 03 – Occupational First Aid / Safety Officer

## Tenant Affidavits

- Tenant Affidavit 01
- Tenant Affidavit 02
- Tenant Affidavit 03
- Tenant Affidavit 04
- Tenant Affidavit 05
- Tenant Affidavit 06
- Tenant Affidavit 07
- Tenant Affidavit 08
- Tenant Affidavit 09
- Tenant Affidavit 10

## RTB Disputes

- Rulings Spreadsheet
- Rulings

## News Coverage and Investigation Videos

### Cross-country Slumlord Investigations:

Starlight undertakes cosmetic work on some buildings, others they neglect entirely. CBC has undertaken investigations twice into the many complaints they have received from Starlight / Transglobe tenants concerned for their health and safety.





## Tenant Evidence Videos

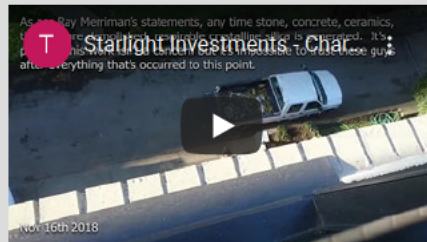
### Charter House Renovations – RTB Dispute Evidence Videos



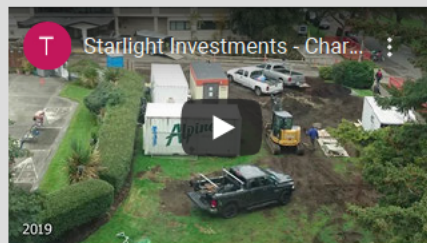
Tenants living behind abandoned shroud for 11 months after Stop Work and Asbestos Evacuation



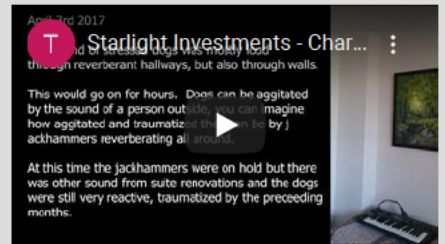
Starlight Renovations 2016



Starlight Renovations 2018



Starlight Renovations – Epilogue



Starlight Renovations 2017

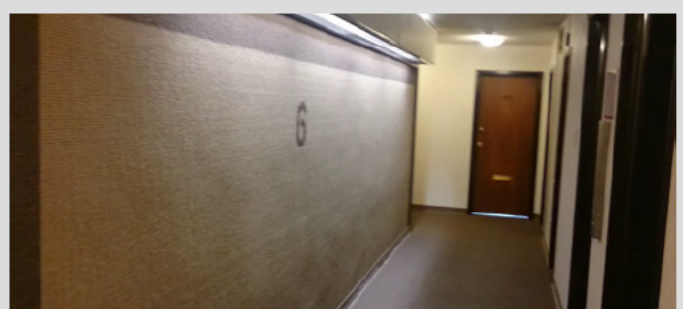


Starlight Renovations 2019

## Photos

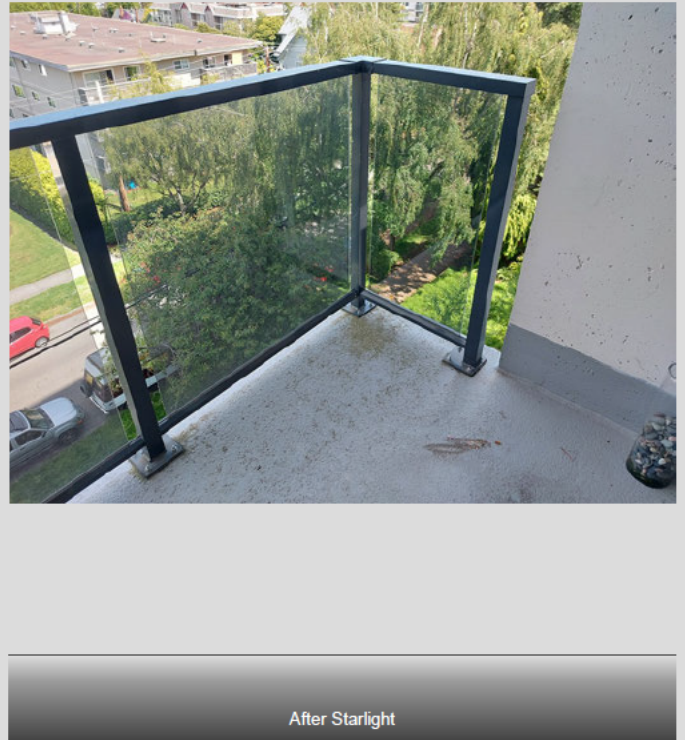
### Common spaces recently renovated by previous owner

The lobby and hallways had been recently modernized (2014 or 2015) by the previous owner. A carpeted wall across on each floor across from elevators which significantly minimized noise, freshly painted trim, freshly stained wood doors, new tile, carpet and furniture in the lobby, etc. These photos were taken after Starlight started work but before all these materials were torn out.



## Balconies required minor repairs

As seen, the original balconies were not in a degraded state. The inspection report indicated some required minor repairs, not replacement. Original balconies featured a smooth surface that was easy to clean. The new balconies feature a rough textured surface which can not be swept or mopped, must be scrubbed with a brush and are difficult to rinse debris away.

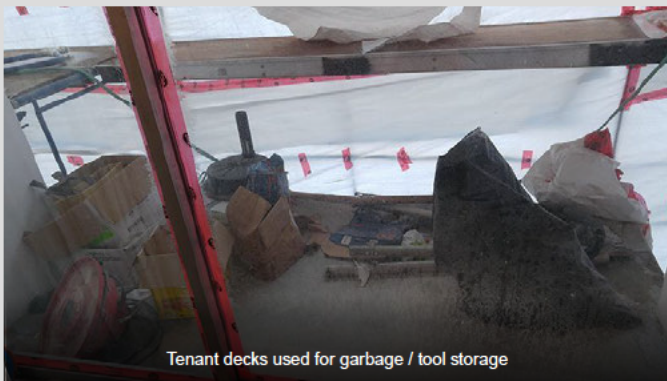




Tenant views at 435 Michigan – summer 2016 – Nov 2017, eleven months after Stop Work



Starlight's contractors tried to reduce asbestos exposure by taping tarps outside and then inside tenant windows



Tenant decks used for garbage / tool storage



View outside for many tenants for eleven months after Stop Work



Shroud graffitied by contractors after Stop Work Order



Hallways torn up & left bare for ~two years



Nov 2016



Nov 2017



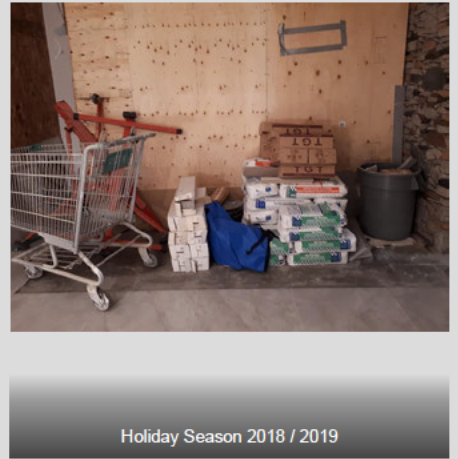
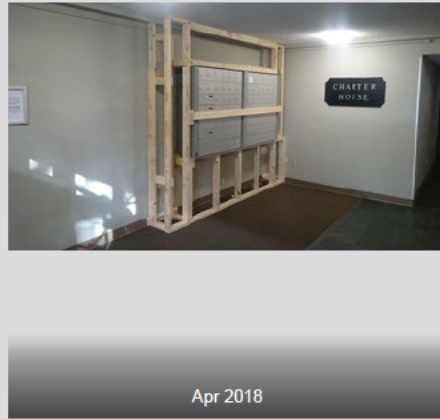
Mar 2018



Ground Floor for ~ six months in 2018 / 2019



### 435 Lobby between 2017 & 2019

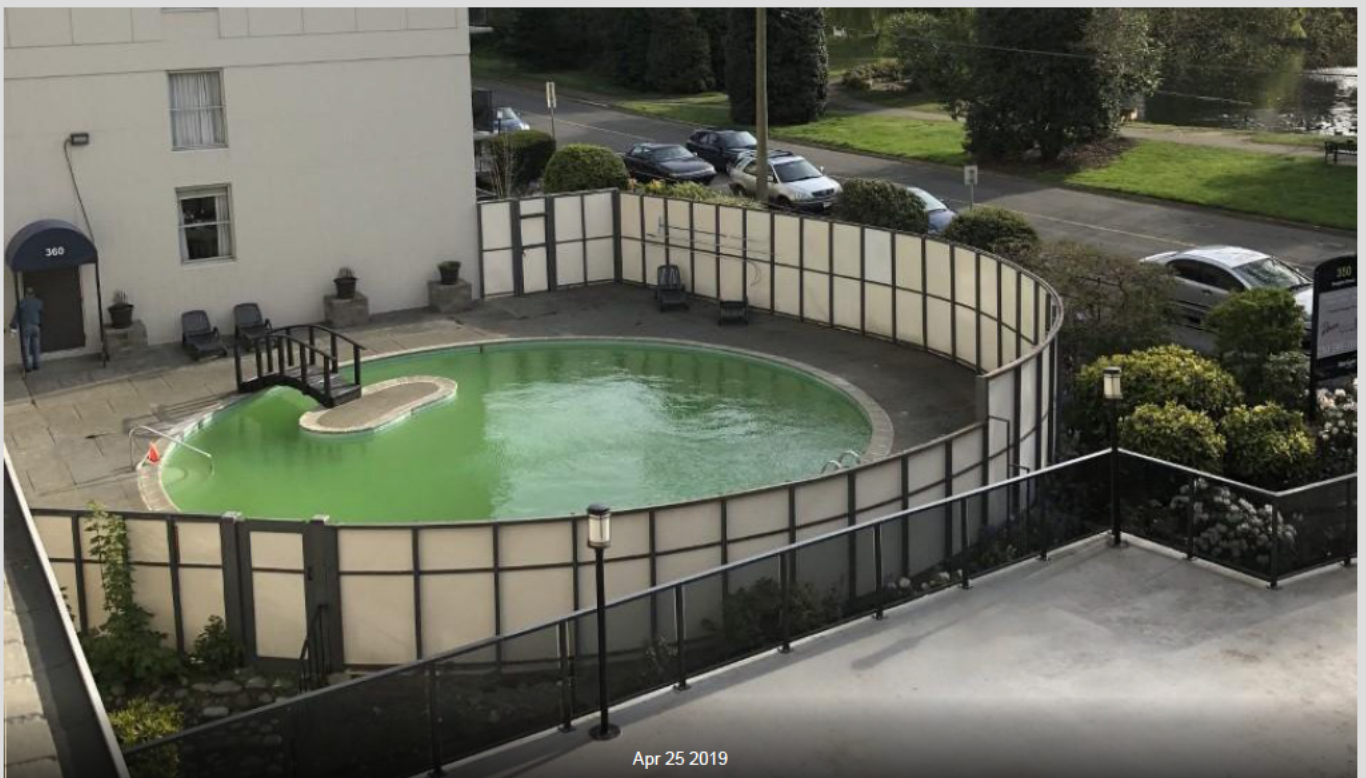
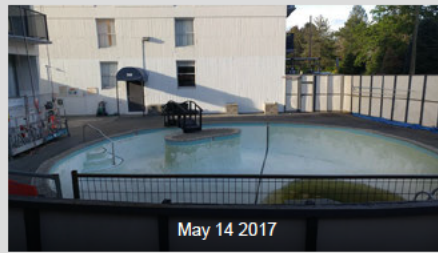
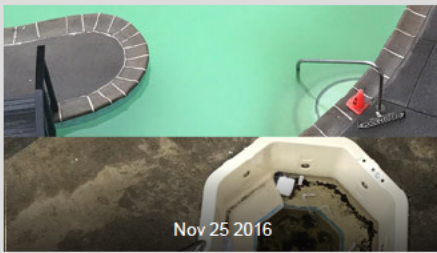


### Michigan Yard from 2016 through 2019. Max Rent Increases Each Year.





**Pool and Hot Tub at Douglas Buildings 2016 through 2019. Max Rent Increases Each Year.**





## First balcony drop at 435 Michigan

The second accidental balcony drop on the other side of the building was not reported to WorkSafeBC.





Concrete slab landed by entrance to enclosure





## Blocked Fire Exits

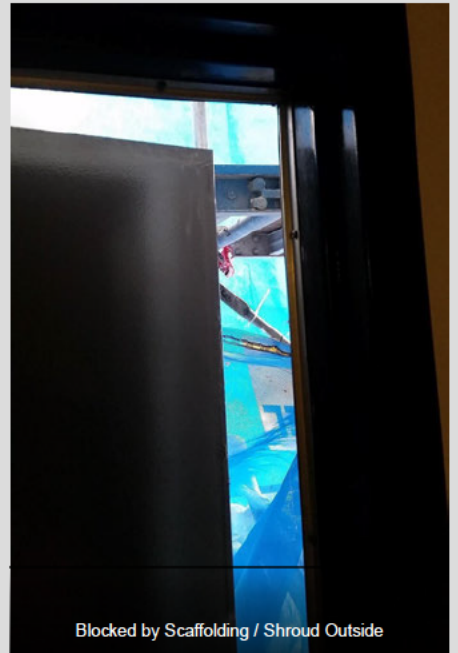
Throughout 2016, the emergency exit(s) at Charter House were blocked, leaving the front lobby door as the only entry / exit.



Boiler Room Exit Blocked by Cables / Hoses

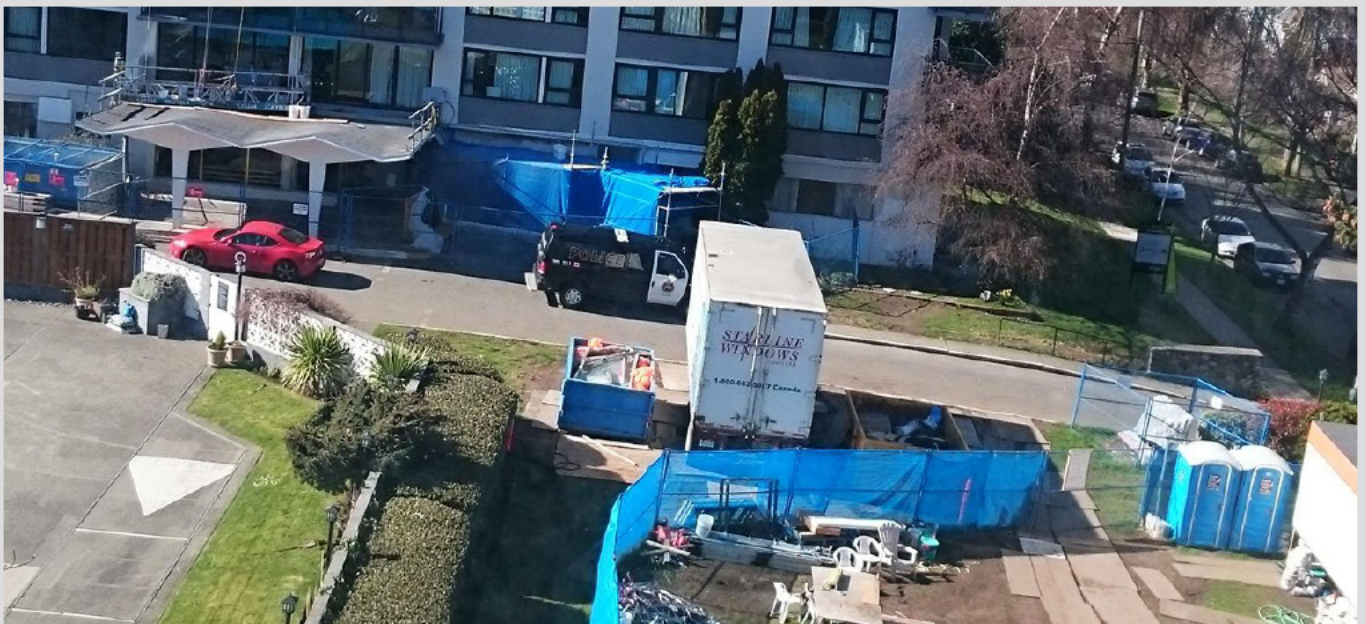


Single Emergency Exit Blocked



Blocked by Scaffolding / Shroud Outside

## Police Raid – Starlight contractor arrested for drug trafficking and possession of firearms





## Asbestos / Silica dust into tenant apartments

This is an example of the dust tenants had been encountering in their homes and bringing to the attention of management for months before the Stop Work.



## The Stop Work Order

Numerous Stop Work orders had been imposed in the year leading up to this one, which ultimately lead to a lengthily stop work on all all four buildings, and the evacuation of all tenants from Charter House.

A photograph of a Stop Work Order form from WorkSafeBC. The form is white with red and black text. The title "Stop Work" is in large red letters. Below it, it says "By order of WorkSafeBC, until further notice." There are two checkboxes: "Entire work site" and "Portion of work site". The "Portion of work site" checkbox is checked. The form contains handwritten information: Employer's/owner's name: Starlight Investments / Devon Properties / Zogeni Inc / Wynspace Management Inc; Site address: 415 Michigan St; Officer's Name: Jason Smit / Anna Labouff; Date issued: December 14, 2016; Time issued: 11:30am; Reason/scope of Stop Work Order: Asbestos containing materials have been disturbed without appropriate Controls appropriate clearance letters are not available. All interior work of the building must stop; Refer to WorkSafeBC Inspection Report #: IR 201617356141A. At the bottom, it says "Issued pursuant to section 191 of the Workers Compensation Act." and "WORK SAFE BC".

## Site Safety Sign – two years after work commenced

Two years after work started, a safety sign was put up by the front entrance. This seemed to be for show, as it was placed where tenants would see it, rather than at the contractor staging area. Contractor affidavit statements indicate that although they were being careful to present compliance, they were still circumventing WorkSafeBC regulations at this time to cut costs and avoid additional Stop Work orders.





**After Stop Work Order – enclosure abandoned / degrading for eleven more months**



Shroud partially down in wind storm in November 2017





View outside for many tenants for eleven months after Stop Work



## 415 Lobby flooding & asbestos containment after contractor cut through pipe near top floor.

Detailed in contractor affidavit. Nature of accident was misrepresented to WorkSafeBC to avoid another strike. This was a year after the asbestos crisis that caused the initial Stop Work at this & the other buildings.





### Windows didn't fit at 415 Michigan

Starlight used lower-cost stock windows rather than ones custom built to fit the buildings. They removed this tenant's windows and balcony doors before measuring to see if the stock windows would fit. He had plywood over all windows for a while, then this temporary plywood balcony situation for months.



### New grocery-store style sliding doors out in the wind

Failure to engineer for wind was a significant factor in the initial asbestos exposure through 2016. Three years later, the owner was still not engineering for the wind and air pressure.





## Temporary replacement door

After the sliding doors repeatedly blew out, a plywood / metal temporary entrance was built & remained in place for approximately six months.



## Watch out for falling exit signs

Two years after the renovations were completed, the consequences of poor workmanship become more apparent.





## Water quality

Throughout the four year renovations, water shut-offs were common, some planned, some not. After each, the water sometimes ran brown or grey for however long it took tenants to clear the system. Management did not flush the pipes, leaving tenants to judge when the water was clear enough to be safe for consumption.



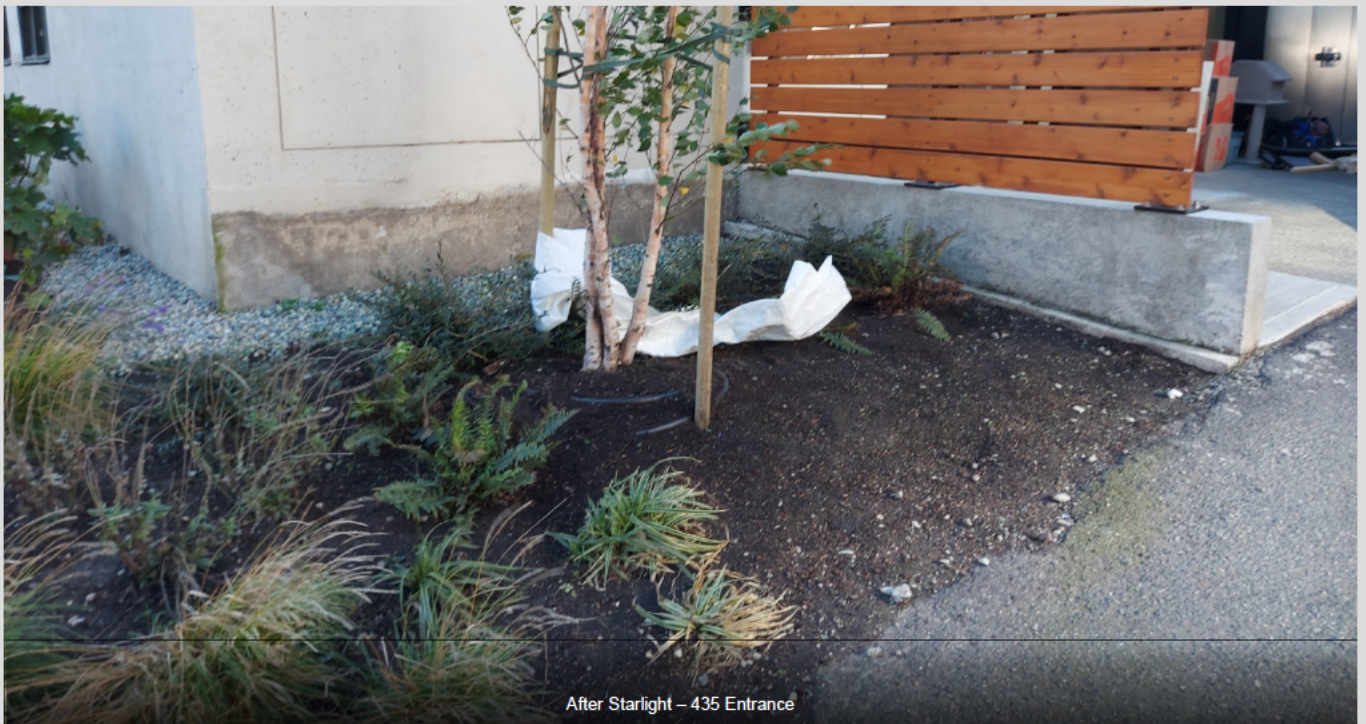
## Maintenance

Through the previous renovations, and since, Starlight's contractors have used the tenant garbage bins and/or have blocked garbage trucks, resulting in overflows like this which management did / does not attend to.

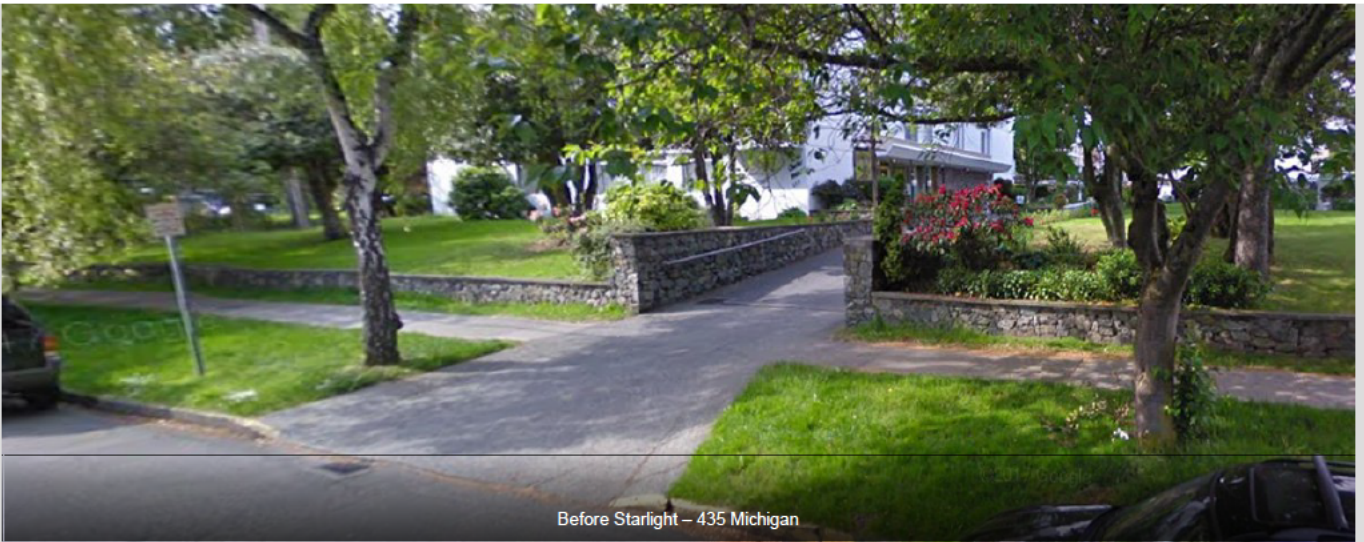




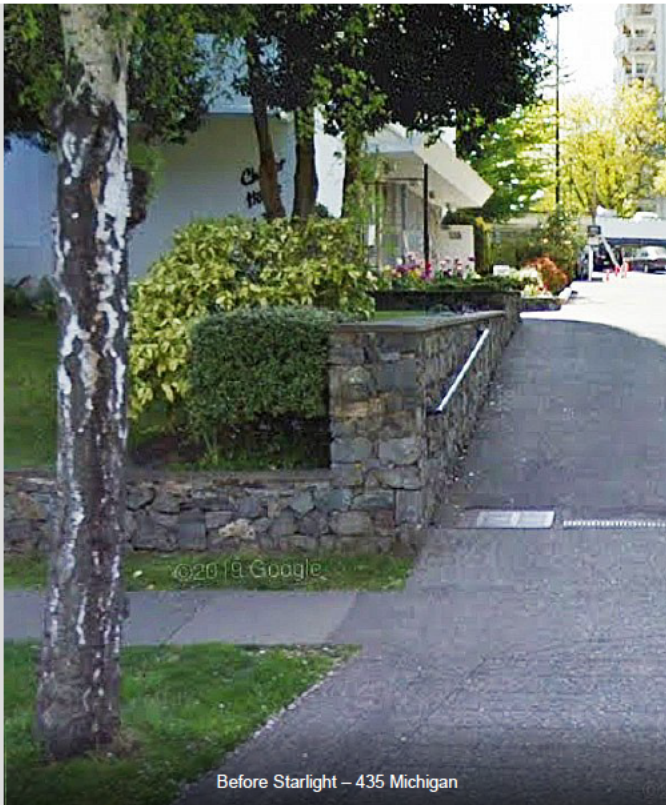
## Before vs After Starlight – Landscaping











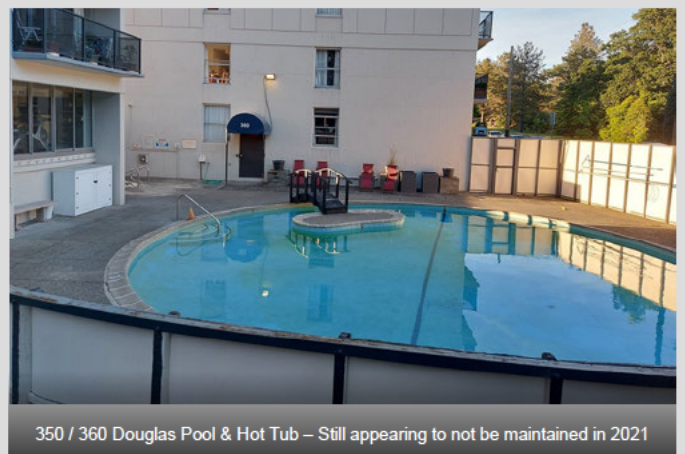
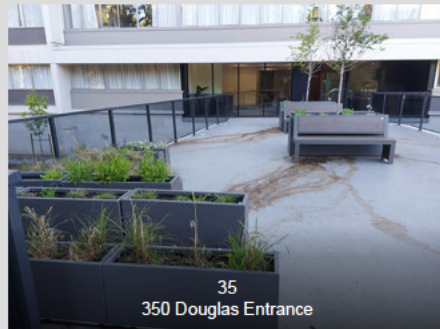


## Michigan Landscaping two years after renovations completed – Early 2021



## Landscaping – May 30th 2021 – Douglas Buildings

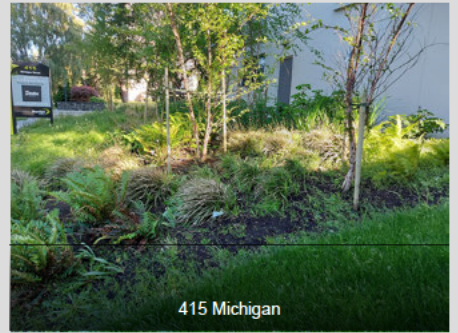
At the Douglas buildings, Starlight has installed new planters without drainage. The fertilizer runoff drains down the entrance ramps to the sidewalk. The trees are dying. Most of the plants in the smaller planters are dying. Much of the shrub-grass planted in the front yard is dying. The pool appears to still not be maintained, six years after Starlight acquired the buildings.



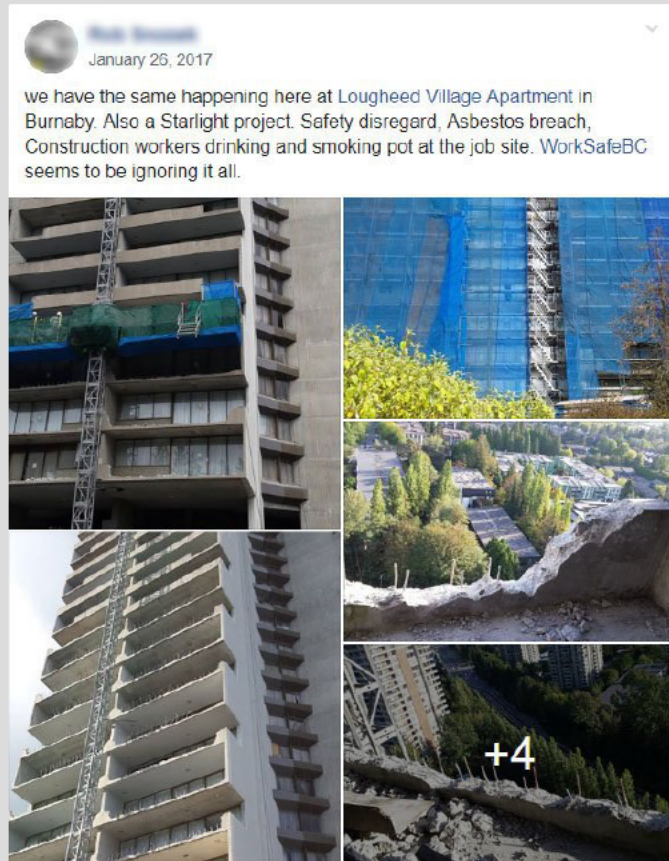


## Landscaping – May 30th 2021 – Michigan Buildings

At the Michigan buildings, the landscaping is mostly neglected and continues to degrade. The lump grass is green for a few months each summer, but more die each year around trees and along the edges. They are lie dried & dead for months before they are removed to leave increasingly large patches of soil.



## Same Complaints at Lougheed Village in Burnaby





## Plans vs Product

For the duration of the 2015>2019 renovations, the owner had large printed foam boards in the lobby showing the lobby and apartment renovation designs, materials and paint colors, etc. Confusingly, they bore absolutely no resemblance to the work that was completed. This should be a cause for concern as there are noteworthy inconsistencies between the proposed development blueprints and renders. There are compelling reasons to not be certain that what Starlight builds will accurately resemble what has been proposed.



[REDACTED]

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**From:** Susan S [REDACTED]  
**Sent:** Wednesday, June 9, 2021 5:37 PM  
**To:** Public Hearings  
**Subject:** Zoning Regulation Bylaw, Amendment Bylaw (No. 1253) - No. 21-044 / PID  
030-409-519 Lot A of Lots 1817, 1818, 1819, 1820, 1821, 1822 and 1823, Victoria City  
Plan EPP76927

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

I would like to submit my objection to the proposed rezoning and development of 415 and 435 Michigan Street. I do not agree with the proposed changes and redevelopment of these areas.

Not only will it cause undue stress and noise pollution to the surrounding neighbours and area over a lengthy period of time, it will also cause an increase of dirt and debris being released into the air in an already windy area of the city.

As a resident of 440 Simcoe Street, I can hear conversations of people walking by on street level. I can't even imagine how much noise pollution will be echoed into my apartment from construction directly behind the building. I moved into this location because it seemed like an established neighborhood. I specifically did not move to Colwood/Langford or Sooke, because of the incessant construction going on in those towns.

Further, I question whether a study has been conducted over how this construction will impact the flight path of the Herons in the area. I notice that Herons consistently fly over my apartment building to and from their nesting grounds in Beacon Hill park. Construction of a new apartment building may very well impede these majestic birds from their flight path and my enjoyment from watching these birds.

--

Susan



**From:** [Amanda Cooper](#)  
**To:** [Public Hearings](#)  
**Subject:** 415 / 435 Michigan Street Rezoning No. 00637  
**Date:** June 10, 2021 1:49:59 PM

---

Hello,

I am writing to you today to voice my very strong opposition to the proposed changes at 415 and 435 Michigan Street.

**- This area is already completely oversaturated with people and cars.**

I would encourage anyone involved in the decision making process for this to take a drive down the street. It is nearly impossible to do so without having to pull over to let traffic pass, as there are so many cars parked on both sides of the street. Many people rely on street parking. Construction as well as the introduction of new people with cars will absolutely create a negative impact on the area.

**- The area that will be destroyed to build a new development is extremely well used and needed.**

This is a pet friendly property, as such the communal area used for exercise and play is essential. It is a community space, to be shared by the current residents. It was never expected that this space would be taken away when we all made the decision to sign our leases.

**- Starlight does a subpar job managing the properties already existing.** It is very common to find garbage in our gardens and on the grass in front of the sidewalk. I find it extremely rude and unsightly. If they struggle to keep things clean and tidy, how will adding more people benefit anyone but Starlight.

**- The magnificent old trees that would be removed will affect an entire ecosystem.**

This is a beautiful space, with animals and plants that live and thrive. Victoria has always been a beautiful city to live in, with tons of green space. This is slowly changing and the effects will be everlasting.

**- We as human beings deserve to live in the space we were shown at the time we signed our leases.**

I moved into a unit at 415 Michigan Street in October 2020. I was presented with the standard BC Residential Tenancy Agreement, as well as Starlights 16 page addendum. It became very clear to me, very quickly, that this was a catch all. Something created to cover themselves, so they can do as they please with no accountability. This was a red flag, but as anyone can attest to, it is very hard to find suitable rental properties. It is almost an expectation that you will be taken advantage of in one way or another. I chose to sign the agreement, but not before asking multiple people at Devon properties if there was any expected construction in the coming year. I was told no. To then find out that there was in fact a proposal to build an entire new building on the property was beyond irritating. We as human beings should not be treating one another this way. This is not the type of world anyone wants to live in. When we allow Property management, and development companies to treat people this way, we allow them to only act with self interest and the problems pile up.

This is something I care very deeply about. We have all had a very difficult past couple of years. I so looked forward to a summer of peace and relaxation. This will not be the case for

any of the current residents if they start construction in our homes. This space is very much a part of many people's homes. Please stand with us to put people before profit.

Thank you very much for your time,  
Amanda Cooper



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To: [Public Hearings](#)  
Subject: 415 / 435 Michigan Street Rezoning No. 00637  
Date: June 10, 2021 1:49:59 PM

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