

SCHEDULE "M"

SC230000051400D1

REPLY to DEFENCE

and

DEFENCE to COUNTERCLAIM

REPLY AND DEFENCE TO COUNTERCLAIM

Reply to Defense

To paragraph #3, "Fence Condition Before Hummel's Work:"

As is evident in image #1 in Appendix "A", the fence is beginning to fail, and was flapping in the wind before it is touched by Hummel; note the gap between sections. Links to full videos are described in Appendix "B". As described in the original Statement of Claim, Hummel has a right in equity and in law to take reasonable steps to defend against injury or damage to property.

To paragraph #4, "Fence Condition the Day before the Storm:"

Refer to the last paragraph of the police report Exhibit #3: "Again, HUMMELL said that the fence was rotten at the bottom and wanted to protect their property." Now, please refer to images #2 and #3 below. Please note that the area is flooded. The fact that Lake Ontario experienced severe flooding (images #4 and #5 in Appendix "A") in 2017 and 2019 is a matter of public record. Please note the white circle at the base of one of the fence posts (images #2 and #3 in plaintiff's Appendix "A"). In response to defendant's assertion in defendant's Appendix "A" that the fence was "in perfect condition," it is clear that even at that time, three years prior to the event in the plaintiff's original Statement of Claim, the fence was experiencing severe rotting and deterioration. Although not visible, it is reasonable to infer that the other fence posts were, to minor varying degrees, in like condition. A distant photo of defendant's fence taken from an obtuse angle on a quiet sunny June day 6 months preceding the catastrophic failure of defendants' fence is misleading.

To paragraph #5, "Fence Condition during and after the Storm:"

Per images #4 and #5 in defendant's Appendix "A", please note that the portion of the fence still standing straight is the portion that was braced by Hummel.

To paragraph #6, “Fence Repaired after the Storm:”

If defendant’s had taken this action on learning of the imminent failure of their fence on Dec 22, 2022, we would not be here today.

To paragraph #7, “Previous Damage to Fence and Other Properties:”

This is false. Refer to image #2. Note the clear presence of hangers and lamp in June of 2019, long before defendants acquired this property. Image #2 in defendant’s Appendix “A” is that of Hummel removing the hangers that had been in place for years.

To paragraph #8, “Trespass Notice:”

This is a false accusation. You cannot accuse someone of trespassing on land you do not own. Defendants know this as they have been warned on several occasions not to repeat this falsehood. The property to which they refer belongs to the Municipality of Brighton; defendants have provided no objective evidence of ownership, such as a survey. On pg. 4 of defendants’ Appendix “B”, Agbo was asked by police to provide evidence of ownership of the fence, including lot lines, which they failed to do.

To Item #1 “The Plaintiff’s failed to notify:”

Plaintiff’s owe no duty of care to notify the defendants of anything. Plaintiff’s are not the defendant’s groundskeepers or property managers; they will not be party to an unlicensed, unlawful commercial enterprise, a “campground” operating as Presqu’ile Cottages, as determined by Municipality of Brighton officials, in violation of Municipality of Brighton By-Laws (Exhibit #19), and in defiance of orders to “Cease and Desist” (Exhibit #18). The defendant’s are solely responsible for the care and maintenance of their property.

To Item #2 “Hummel’s Work Made the Fence Unsafe:”

Nothing that Hummel did to an already damaged and deteriorating fence made it any more “unsafe.” On the contrary, it kept it from falling and either injuring someone, or damaging property, as it eventually did. Refer to defendant’s Appendix “B” where defendant refused to answer when asked by police if he wanted the bracing removed.

To Item #3 “Hummel’s Previous Offensive Behaviour and Damage to Fence:”

This is a full of falsehoods and distortions, with some already disproved (the plant hangers, trespassing). All of these accusations are dealt with and refuted at length in the Defense to Counterclaim below. These falsehoods and distortions demonstrate that it is the defendant who is engaged in a vendetta against the plaintiff for his actions with respect to their unlawful, unlicensed commercial enterprise know as Presqu’ile Cottages, which has resulted in a substantial loss of revenue, and is an attempt to dissuade the plaintiff from further action against the defendants.

Submission

All of Hummel’s action under difficult circumstances in an emergency situation were reasonable and necessary. The falsehoods in the defendant’s defense render the entire defense not credible, and are ample grounds for striking their defense in its entirety. Furthermore, please refer to images #6 and #7 plaintiff’s Appendix “A” showing Wisdom Agbo clearing the debris from Plaintiff’s property. In the video marked #2 in Appendix “B”, Wisdom Agbo accepts responsibility for the damages and requests to be advised of the costs.

Plaintiff requests summary judgment on Plaintiff’s original claim.

APPENDIX “A”

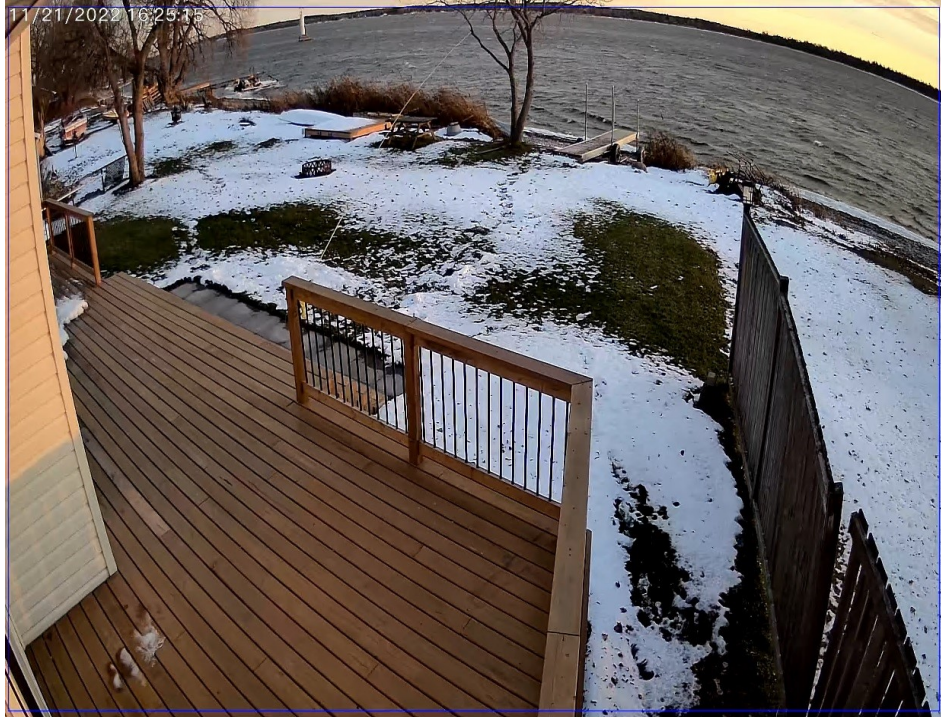


Image #1 showing fence flapping in the wind and beginning to fail; note the gap between sections. URL: #1 in Appendix “B”



Image #2 showing flooded fence in 2019; note presence of hangers and lamp.

APPENDIX "A"



Image #3 close-up view of fence deterioration and rotting in 2019.



Image #4 showing flooding in 2019.

APPENDIX "A"



Image #5 showing flooding in 2019.

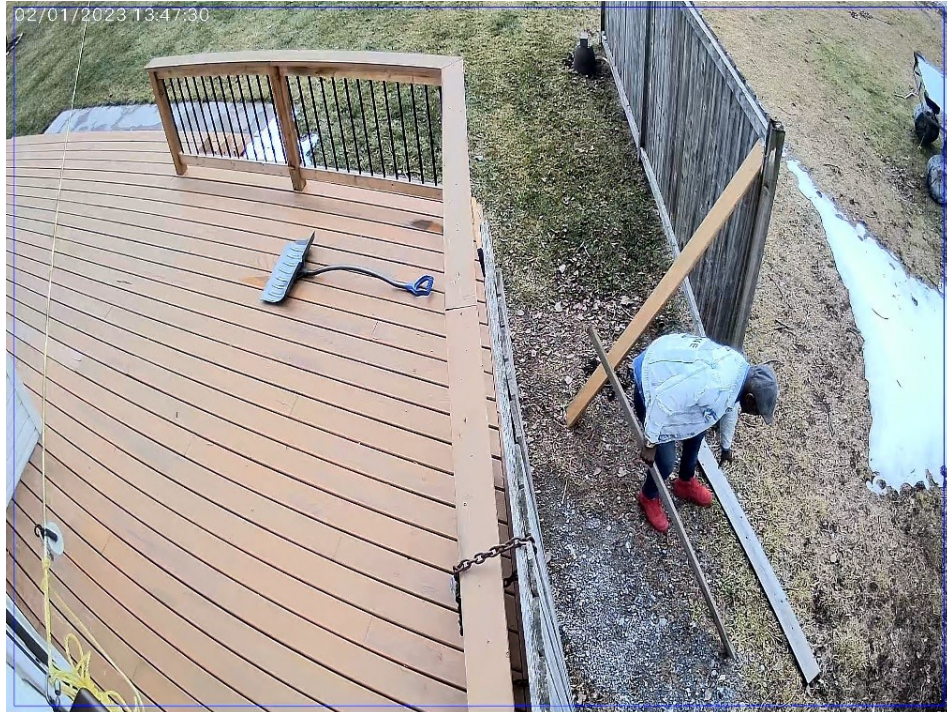


Image #6 clearing debris; accepts responsibility and agrees to pay for damages. URL: #2 in Appendix "B"

APPENDIX "A"

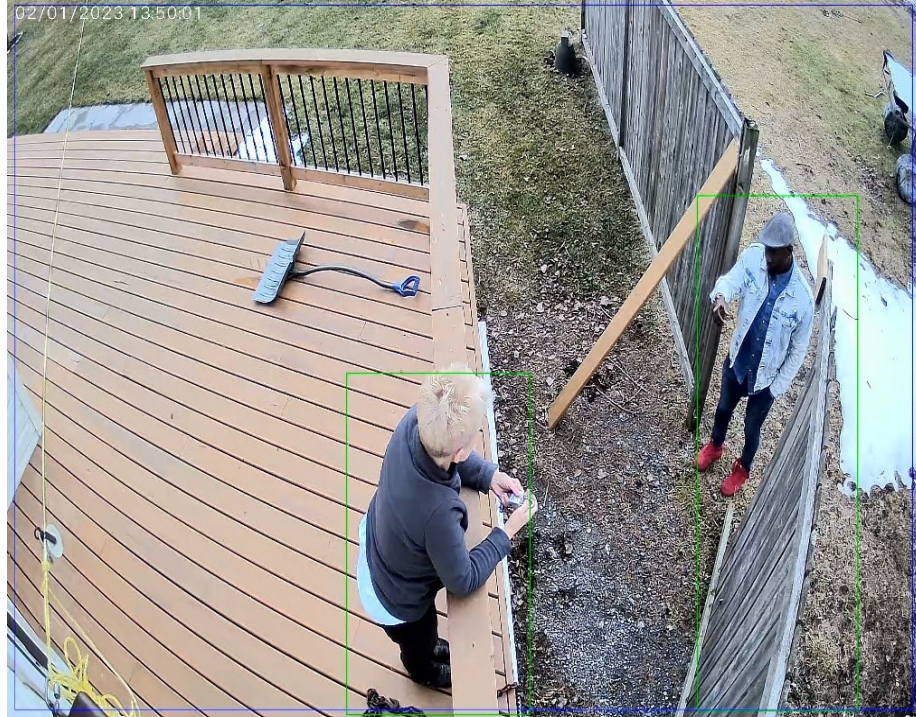


Image #7 Accepts responsibility and agrees to pay for damages. URL: #2 in Appendix "B"

APPENDIX “B”

1. https://www.eaders.com/misc/Luke_fixing_fence_11-21.mp4
2. https://www.eaders.com/misc/Wisdom_agrees_to_pay.mp4

Exhibit #18

Wednesday, October 26th, 2022

WITHOUT PREJUDICE
Sent Regular Mail, Emailed

Order to Comply



Dear Property Owners:

**Re: Zoning By-Law Violation at 53 Elgin Street West, Brighton, Ont., K0K 1H0
ASSESSMENT ROLL# 1408-108-060-17600**

The Municipality has received a complaint regarding a commercial short term rental business operating in a residential zone. After reviewing Facebook, AirBnb.ca and neighbour testimony, it appears you are running a short-term accommodation business at 53 Elgin Street West. It was brought to the Municipality's attention that these cottages were used for personal use by the previous owners who were family members of an area neighbour and was never used for a commercial business. The Zoning By-Law 140-2002, as amended, indicates the Zoning of the property to be R1 - Residential. Under section 4.15 of the Zoning By-Law, it states;

"Non-Conforming Uses - No lands shall be used and no *building or structure* shall be used except in conformity with the provisions of this By-law unless such use existed before the date of passing of this By-law and provided that it has continued and continues to be used for such purpose, and that such use, when established, was not contrary to any By-law in force at that time".

The Municipality is directing you to immediately cease and desist the operation of operating a commercial business on a residentially zoned property. Failure to cease and desist will result in a charge being laid under the Zoning By-Law and attending court at a future date. Your co-operation is appreciated.

Sincerely,

Allen Magee
By-Law Enforcement Officer
AM/am



Public Works & Development

67 Sharp Road • Brighton, Ontario • K0K 1H0

Thursday, July 21st, 2022

WITHOUT PREJUDICE
Sent Regular Mail, Emailed.

Notice of Non-Compliance



Dear Property Owners:

**Re: Zoning By-Law Violation at 53 Elgin Street West, Brighton, Ont., K0K 1H0
ASSESSMENT ROLL# 1408-108-060-17600**

The Municipality has received a complaint regarding a commercial short term rental business operating in a residential zone. After reviewing Vrbo.com and AirBnb.ca, it appears you are running a short-term accommodation business at 53 Elgin Street West. The Zoning By-Law 140-2002, as amended, indicates the Zoning of the property to be R1 - Residential. Under section 4.15 of the Zoning By-Law, it states;

"Non-Conforming Uses - No lands shall be used and no *building* or *structure* shall be used except in conformity with the provisions of this By-law unless such use existed before the date of passing of this By-law and provided that it has continued and continues to be used for such purpose, and that such use, when established, was not contrary to any By-law in force at that time".

In the past, these cottages were used for personal use by the previous owners and never as a commercial business. To avoid further action, the Municipality is directing you to cease and desist the operation of running a commercial business on a residentially zoned property. You may contact the Municipality to obtain information on the rezoning application and to speak with the Municipal planner. If you have any questions or concerns, please contact me at 613-475-1162 Ext. 121, Monday to Friday between 8:30 a.m. - 4:30 p.m. Your co-operation is appreciated.

Sincerely,

Allen Magee
By-Law Enforcement Officer
AM/am

Phone: 613-475-1162 • Fax: 613-475-2599 • Email: publicworks@brighton.ca

DEFENCE TO COUNTERCLAIM

1. Encroachment Agreement

In item 1. Encroachment Agreement, plaintiff by counterclaim asserts that "the property has 5 seasonal cottages, a detached garage, shower house and a shed on it." The actual property, as defined by the surveyed boundary lines (Exhibit #1), contains wholly two (2) cottages (from east to west #2 and #3), with one cottage partially encroaching on defendant to the counterclaim's property (#1), 1 cottage significantly encroaching on land owned by the Municipality of Brighton (#4), and 1 cottage wholly on land owned by the Municipality of Brighton (#5). The detached garage is mostly on plaintiff by counterclaim's property, with one small corner of approx. 1 square foot encroaching on defendant to the counterclaim's property. The shower house is completely on Municipality of Brighton property, and the white shed is bisected, one side on plaintiff by counterclaim's property, one side on Municipality of Brighton property. The most recently constructed shed (green), is entirely on Municipality of Brighton property. See response to Item (3.) for details.

The Encroachment Agreement states that "the Licensee her agents or contractors shall have the right from time to time to enter upon the Hummel lands as is reasonably necessary to maintain and repair the encroachment." To defendant to the counterclaim's knowledge, plaintiff by counterclaim has never performed any maintenance or repairs to the encroachment (see 5. below). Plaintiff by counterclaim has however repeatedly abused the permission to "enter the Hummel lands" not to "maintain and repair the encroachment," but instead to:

Note: The full, raw, un-edited video files from which some images were captured, and in some instances described, are available for viewing at the URLs (universal resource locators) listed in APPENDIX "D", and identified by item number in the image caption.

1. Trespass on defendant to the counterclaim's property at will, using defendant to the counterclaim's property as a 'short-cut' to access/leave their property or their vehicles (see images 5, 6, 7 and 8 in SCHEDULE "A", URL #1, #2, #3 in Appendix "D").

2. Deliberately spread debris over large portions of defendant to the counterclaim's property (see images 9, 10 and in SCHEDULE "A", URL #5, #6 in Appendix "D") in the vicinity of the encroachment, thereby violating Para. 2.1 (3) "that no refuse, litter, garbage or loose objectionable material accumulates in or about the Licensed Premises"; use the defendant to the counterclaim's property as a dumping ground for the contents of the plaintiff by counterclaim 's business (Presqu'ile Cottages) storage facility (see images 9, 10 and 11 in SCHEDULE "A", URL #5, #6 and #7 in Appendix "D").

3. Trespass on defendant to the counterclaim's property not "to maintain and repair the encroachment," but to install surveillance devices (cameras) on the encroachment; the Encroachment Agreement specifically prohibits any additions (see image 12 in SCHEDULE "A"; URL #8 in Appendix "D").

4. Allow plaintiff by counterclaim's renters, employees, contractors to trespass on defendant to the counterclaim's property, using defendant to the counterclaim's property as a 'short-cut' to access/leave their rental or their vehicles (see images 13,14 and 15 in SCHEDULE "A"; URL #9, #10 and #11 in Appendix "D").

5. Allowed the encroachment to fall into disrepair (see images 1, 2, 3 and 4 in SCHEDULE "A").

Defendant to the counterclaim further asserts that paragraph 1.2 of the Encroachment Agreement that "The License hereby granted shall continue from year to year unless otherwise cancelled pursuant to this agreement" is de facto an agreement in land "in perpetuity." This violates the Ontario Planning Act, Part IV, Para. 5 that prohibits agreements in land greater than twenty one (21) years.

Item 2.

The Plaintiff's Fence.

Defendant to the counterclaim has every right in law to build a fence on their property to keep trespassers such as plaintiff by counterclaim and plaintiff by counterclaim's renters, employees, contractors off defendant to the counterclaim's property; to prevent the use of defendant to the counterclaim property being used as a dumping ground for the contents of the plaintiff by counterclaim's business (Presqu'ile Cottages) storage facility. The Encroachment Agreement has no bearing on the fence, or vice versa. The fence in no way impinges on the ability of the plaintiff by counterclaim to access and "maintain and repair the encroachment." The Encroachment Agreement grants no easements or rights-of-way; there are no easements or rights-of-way registered on defendant to the counterclaim's property (Exhibit #2). That the fence inconveniences plaintiff by counterclaim is of no concern to defendant to the counterclaim; plaintiff by counterclaim has access to their garage from 3 other sides, and does so from the door on the north side. The defendant to the counterclaim could have forced the closure of the north side door by building the fence further to the west by 2 inches. It should be noted that during the survey in Sept. of 2023, the surveyors were harassed, menaced and threatened by Wisdom Agbo, to the point where the police had to be called. Wisdom Agbo was warned by police that removal of surveyors' boundary markers/stakes was an offense, as he had threatened to do. The fence conforms in every respect to the Municipality of Brighton's fence by-law. If plaintiff by counterclaim believes this not the case, plaintiff by counterclaim is free to lodge a complaint with the Municipality of Brighton.

Item 3.

Damage To Properties.

A) To "Hummel installed multiple hooks, hanging plants and lantern on defendant's fence without permission." Refer to image 16 in SCHEDULE "A" taken on 06/23/2019, long before plaintiff by counterclaim acquired the property. Please note the clear presence of the plant hangers and the lantern. Image #2 in plaintiff by counterclaim's Statement of Defense is of defendant to the counterclaim removing the hangers, which had been in place years before. Also, please note that the area is flooded. The fact that Lake Ontario experienced severe flooding (see images 18 and 19 in SCHEDULE "A") in 2017 and 2019 is a matter of public record. Please note the white circle at the base of one of the fence posts (see images 16 and 17 in SCHEDULE "A"). In response to plaintiff by counterclaim's assertion in their original Statement of Defense that the fence was "in perfect condition," it is clear that even at that time, three years prior to the event in the defendant to the counterclaim's original Statement of Claim, the fence was experiencing rotting and deterioration. Although not visible, it is reasonable to infer that the other fence posts were, to minor varying degrees, in like condition. A distant photo of plaintiff by counterclaim's fence in plaintiff by counterclaim's Appendix A Photos, #1, taken from an obtuse angle on a quiet sunny June day 6 months preceding the catastrophic failure of plaintiff by counterclaim's fence is misleading.

B) To "Hummel swiped off the surveillance camera installed on Defendant's cottage." As mentioned in Item .1, plaintiff by counterclaim trespassed on defendant to the counterclaim's property to install the surveillance camera (see image 12 in SCHEDULE "A"; URL #8 in Appendix "D"). Defendant to the counterclaim removed the camera and returned it to plaintiff by counterclaim, as is defendant to the counterclaim's right; no charges were laid because none were warranted, and there was the threat of a trespass charge against Wisdom Agbo. Wisdom Agbo was also warned not to replace the camera; he instead replaced it on his side of the property line (see image 20 in SCHEDULE "A").

C) To "Hummel pushed and threw roughly the Defendant's lawn mowers." defendant to the counterclaim has the right in law to remove other peoples' debris from their property in a manner commensurate with the debris. In this case, plaintiff by counterclaim has provided evidence, and are in agreement with, defendant to the counterclaim's claim that plaintiff by counterclaim in is violation of the Encroachment Agreement "that no refuse, litter, garbage or loose objectionable material accumulates in or about the Licensed Premises." by confirming that plaintiff by counterclaim's debris was on defendant to the counterclaim's property.

Item 4. Trespassing

Plaintiff by counterclaim does not own the land on which Hummel is pictured in Appendix "F" #7, and has been warned on several occasions to stop making such accusations. Plaintiff by counterclaim is misrepresenting to the court that plaintiff by counterclaim are the lawful owners of the land depicted. In fact, this land is public land owned by the Municipality of Brighton, as is so attested by the Ministry of Natural Resources and Forestry in Exhibits #4 and #5.

Plaintiff by counterclaim has not produced any objective evidence of the boundaries of their property such as a survey. Refer to an extract on pg. 4 from the police report in plaintiff by counterclaim's Appendix "B, that as late as Dec 22, 2022, when police ask for proof of lot lines the plaintiff by counterclaim does not.

Since a survey of plaintiff by counterclaim's property has not been produced to support this allegation, there are other ways to derive this information. Refer to Exhibit #1, a survey of the area obtained from the Municipality of Brighton. Plaintiff by counterclaim's lot is #1, defendant to the counterclaim's #2. Note the measurements, specifically the southern measure: 1.965 chains, (1 chain = 66 feet), yielding a distance 129.69 feet. Next, refer to Exhibit #8, a recent survey of defendant to the counterclaim's lot #2. Note the circle marked #3, also showing a measure of 129.69 (RP), 128.39 (M) as actually measured. Finally, refer to

images 22-29 in SCHEDULE "A", a series of photos taken measuring plaintiff by counterclaim's actual property using a simple 100 ft. tape measure. Since it is a 100 ft. tape measure, this must be done in two steps. The final picture, #29, shows the position at 129.69 ft.: it hasn't cleared the blue cottage. And this is a generous interpretation since the actual lot line passes through the deck of the cottage, as sighted from point C through point D to point F at 129.69 (RP), 128.39 (M) as actually measured. Finally, refer to image 30 in SCHEDULE "A". In Exhibit #3, point "D" marks the fence post, while the camera sits on point "C". Furthermore, as you can see in Exhibit #1, the north west lot line arches sharply to the east, back through the cottage a short distance where it intersects the lot line fronting Elgin St. In other words, a large portion of the cottage is not contained within plaintiff by counterclaim's property lines, as is discussed in item #1. It is clear that the area between cottage #4 and cottage #5 in which Lucien Hummel is depicted, is not within plaintiff by counterclaim's lot lines, and therefore not plaintiff by counterclaim's property.

Furthermore, the photo in plaintiff by counterclaim's Exhibit "F" captioned "On October 4, 2022," Lucien Hummel is clearly on public property as the roadway is visible in the background (Exhibit #5). Refer to images 31 and 32 in SCHEDULE "A". The pole marker being held by Sandra Berti, which sits on point "A" of Exhibit #3, while the camera sits on point "B", and sighted from point B to A in Exhibit #3, clearly shows that the area to the left of the marker (south) belongs to plaintiff by counterclaim, while the area right (north) of the marker, where Lucien Hummel is depicted, is Municipality of Brighton or public land.

If the court is sceptical of defendant to the counterclaim's analysis, I urge the court to order plaintiff by counterclaim have the property surveyed at their expense and submitted to the court.

It is plaintiff by counterclaim's modus operandi to misrepresent that they are the owners of the surrounding land, and constantly attempt to discourage others from using this public space. Evidence of this is a fence, a sign stating that it is private property, which it is not, and

a recently installed gate on public land, which can be locked (image 33 in SCHEDULE "A"). Furthermore, please refer to Exhibit #17, an affidavit in support of an 'Owner Occupied Short-Term Accommodation' application filed with the Municipality of Brighton on July 17, 2022 filed on behalf of 53 Elgin St. W., Brighton Ontario. In the affidavit, which includes a hand drawn sketch titled 'site plan' (pg. 4 of Exhibit #17), it is misrepresented that all the area surrounding this address is part of the property, which as has been clearly shown is not. This gives the misleading impression that there is sufficient parking to support an Short Term Accommodation application.

Item 5. Harassment and Bullying

Psychological Domination

Defendant to the counterclaim denies this. The statement in their counter claim "did not know the rules in the country" and "we knew better" were never spoken. This fabricate accusation is particularly offensive, as it insinuates that immigrants are somehow less knowledgeable. Lucien Hummel is himself an immigrant (Polish), as are Sandra Berti's parents (Italian).

Defendants to the counterclaim did discuss the issue of the fire pits with plaintiff by counterclaim as at times there were multiple fires burning concurrently, up to 5 (images 34 and 35 in SCHEDULE "A"), with the smoke being at times so overwhelming, defendant to the counterclaim were not able to enjoy their deck due to the smoke. Refer to Brighton Fire By-Law section 2.9 (Exhibit #7): "No Person shall ...inconvenience other persons or have a negative impact on abutting properties." As a lung cancer survivor, Sandra Berti requested that they either move the pits, or combine them into one communal pit, which they rejected. Accordingly, we began calling the Brighton Fire Dept., which plaintiff by counterclaim interprets as harassment. Defendant to the counterclaim asserts the right to inform authorities when defendant to the counterclaim observes or experiences offensive or unlawful behav-

our. Paragraph 2.9 of the Municipality of Brighton Open Air Burning By-law (Exhibit #7) states that "No person shall...inconvenience other persons or have a negative impact on abutting properties." More on this in the Response to Calls To The Fire Dept. below.

With respect to the tree, the tree in question is not on plaintiff by counterclaim's property, but on Municipality of Brighton property (see images #27 and #30 in SCHEDULE "A"). Refer to Exhibit (#8), Municipality of Brighton By-Law 369-2006, Planting and Care of Trees on Municipal Property in Municipality of Brighton, section 4. c): "Trees shall not be pruned, trimmed, or removed for the purpose of opening views from private property."

In fact, it is Wisdom Agbo that is responsible for harassing defendant to the counterclaims as follows:

A. Refer to no. 2 in Item 1, where plaintiff by counterclaim deliberately spreads debris over parts of defendant to the counterclaim's property (see images 9, 10 and 11 in SCHEDULE "A"; URL #5, #6, #7 in Appendix "D").

B. On or about Nov. 12, 2023, Wisdom Agbo installed several cameras (4) on his fence that pointed directly into defendant to the counterclaim's dining room where defendants to the counterclaim have an expectation of privacy (see images 36 and 37 in SCHEDULE "A"; URL #12 in Appendix "D"). Police were called whereupon plaintiff by counterclaim immediately removed the cameras under the threat of a criminal harassment charge. See Exhibit #9.

C. On May 30, 2023, an employee or contractor of plaintiff by counterclaim, apparently inebriated, entered the Hummel property to discuss the construction of a fence from the existing fence to the lake shore. When Hummel indicated that this was a road allowance owned by the Municipality of Brighton and that would not be allowed, the individual became agitated and threatening (see images #38 and #39 in SCHEDULE "A"; URL #13 in Appendix

“D”), and finally extended his middle finger to defendant to the counterclaim. Defendant to the counterclaim considered calling police, but the individual retreated to plaintiff by counterclaim's property.

D. The most egregious example of Wisdom Agbo's harassment of Lucien Hummel can be found in image 40 in SCHEDULE "A" ; URL #14 in Appendix “D”. WARNING: the video contains sexually explicit material. If allowed, this video will be produced at trial. In it, Lucien Hummel and his dog Danny proceed to the area marked "B", the public green space marked by the arrow in exhibit #10, where Lucien Hummel observed Wisdom Agbo and two other men constructing what appeared to be a fence or gate on public property. As Lucien Hummel passes Wisdom Agbo and the men, asking what they are doing, Wisdom Agbo can be heard attempting to incite a violent confrontation with Lucien Hummel. Wisdom Agbo can be heard saying, "...do you want to fight me?" At that time, Lucien Hummel was a 68 year old retiree, Wisdom Agbo a younger former athlete. Lucien Hummel, not wanting to have his back to a potentially threatening situation, turns to the men, at which time Wisdom Agbo begins to hurl sexually explicit profanities at Lucien Hummel, repeatedly saying "suck my di#%." Lucien Hummel, fearing for his safety, returned to his house.

Intrusion

The area that plaintiff by counterclaim describes, is a public road allowance as shown in Exhibit #3, marked Bay Street. Defendant to the counterclaim uses Bay Street from time to time to access his property. At all times, defendant to the counterclaim operates his lawn tractor safely with regard to other users of the road. As shown in images #41, #42 and #43 in SCHEDULE "A", plaintiff by counterclaim and his renters, contractors and/or employees drive their motor vehicles and ATVs on this same road allowance.

Calls to Fire Dept.

Defendant to the counterclaim has made several calls to the Brighton Fire Dept. relating to the careless use of fire on plaintiff by counterclaim's property, contrary to Brighton Fire By-Law 125-2016 (Exhibit #11: numerous fires producing heavy smoke, fires left unattended (see images 34, 35 and 44 in SCHEDULE "A"), fires in close proximity to defendant to the counterclaim's property during fire ban, fires left smouldering overnight. Defendant to the counterclaim has a civic duty to report breaches of the Municipality of Brighton Fire By-Law when they are observed.

Hydro Pole

The Encroachment Agreement is silent with respect to Hydro One, and is irrelevant. If plaintiff by counterclaim has an issue with Hydro One, then he should take it up with Hydro One. In any case, the pole pictured is not on plaintiff by counterclaim's property.

Stalking

Plaintiff by counterclaim has no expectation of privacy in a view from the road. Defendant to the counterclaim is free to take pictures of the scenery while standing on a public roadway when he so wishes.

Item 6. Cause of Mental and Emotional Distress

The 'mental and emotional distress' has been caused by the plaintiffs by counterclaim to the defendants to the counterclaim as a result of their operation, in the years 2021, 2022 and 2023, of an unlawful and unlicensed commercial enterprise, known as Presqu'ile Cottages, in a residential area, and continue to do so this year (Exhibit #12). It has been described by a Municipality of Brighton official as a 'campground' (Exhibit #15 and #16). See original complaint to the Municipality of Brighton in (Exhibits #13). The periods typically between April and November have been repeats of what is described in the complaint. Defendants to the counterclaim have had to endure:

1. Increased Traffic: renters, employees, contractors and trades;
2. Parking: insufficient parking space on the property;
3. Noise: increase in noise from renters, employees, contractors;
4. Litter: uncollected garbage and refuse;
5. Animals: off-leash pets (see image 45 in SCHEDULE "A"; URL #15 in Appendix "D");
6. Fires: several fires, left unattended and smouldering (see fire section);
7. Trespass: renters, employees, contractors using defendant to the counterclaim's property as a means of access; parking their vehicles in defendant to the counterclaim's driveway (see trespass section);
8. Use of public space in the operation of their business to the detriment of the neighbourhood.

Of most importance, the loss of value to defendants' to the counterclaim's property for having in effect, an unlicensed camp ground next door. As a result of the above, defendants to the counterclaim have been deprived of the right to 'quietly enjoy their property.'

Submission

Defendants to the counterclaim submit that plaintiff by counterclaim's counter claims are built on hearsay, frivolous, and apart from a few inconclusive photos, totally devoid of hard evidence, and that the falsehoods prove fatal to plaintiff by counterclaim's counter claim in its entirety. Defendants to the counterclaim assert the plaintiff by counterclaim is engaged in a vendetta against defendants to the counterclaim for their actions with respect to complaints made to the Municipality of Brighton regarding plaintiff by counterclaim's commercial enterprise, known as Presqu'ile Cottages, which represent a considerable loss of income, and requests that the court dismiss the entire claim with costs, renders summary judgment with respect to defendants to the counterclaim's original claim with costs, and that the court:

1. Finds the Encroachment Agreement null and void, and orders the removal of the encroachment forthwith;
2. Enjoins plaintiff by counterclaim from conducting further commercial operations, including, but not limited to: advertising, accepting reservations; accepting payments;
3. Finds that, as a result of the incident on Sept. 16, 2022, Wisdom Agbo should be enjoined from coming within ten (10) metres of Lucien Hummel;
4. Finds that the plaintiff by counterclaim's counter claim to be malicious.

SCHEDULE "A"



Image #1 showing poor maintenance of encroachment.



Image #2 showing poor maintenance of encroachment.

SCHEDULE "A"



Image #3 showing poor maintenance of encroachment.



Image #4 showing poor maintenance of encroachment.

SCHEDULE "A"



Image #5. Wisdom Agbo crossing Hummel property, using it as a 'short-cut.' URL #1 in Appendix "D".



Image #6. Wisdom Agbo crossing Hummel property, using it as a 'short-cut.' URL #2 in Appendix "D".

SCHEDULE "A"



Image #7. Wisdom Agbo crossing Hummel property, using it as a 'short-cut.' URL #3 in Appendix "D".



Image #8. Wisdom Agbo spreading debris on Hummel property. URL #4 in Appendix "D".

SCHEDULE "A"



Image #9 of Wisdom Agbo spreading debris on Hummel property. URL #5 in Appendix "D".



Image #10 of Wisdom Agbo spreading debris on Hummel property. URL #6 in Appendix "D".

SCHEDULE "A"

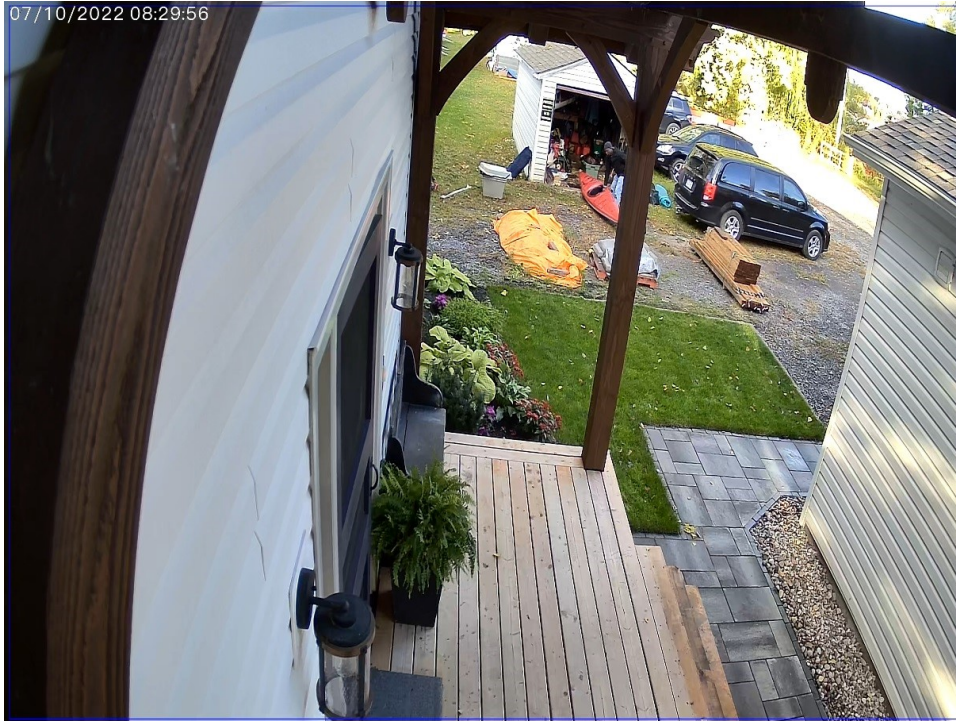


Image #11 of Wisdom Agbo spreading debris on Hummel property. URL #7 in Appendix "D"



Image # 12 showing Wisdom Agbo on Hummel property, not performing "repairs or maintenance" to the encroachment. URL #8 in Appendix "D".

SCHEDULE "A"



Image #13 showing Agbo/Luo customer trespassing on Hummel property. URL #9 in Appendix "D".



Image #14 showing Agbo/Luo customer trespassing on Hummel property. URL #10 in Appendix "D".

SCHEDULE "A"



Image #15 showing Agbo/Luo customer trespassing on Hummel property. URL #11 in Appendix "D".



Image #16 showing plant hangers and lantern clearly visible in 06/23/2019; flood damage to fence post.

SCHEDULE "A"



Image #17. Close-up of damage to fence post.



Image #18. Lake Ontario flooding in 2019.

SCHEDULE "A"



Image #19. Lake Ontario flooding in 2019.



Image #20. relocated camera onto his property.

SCHEDULE "A"



Image #22. Close-up of start point of tape measure at the fence post; position "D" of Exhibit #3.



Image #23. Side view of start point of tape measure; position "D" of Exhibit #3.

SCHEDULE "A"



Image #24. Long view of start point of tape measure at the fence post; position "D" of Exhibit #3.



Image #25. End point of section 1 of tape measure; position "E" of Exhibit #3.

SCHEDULE "A"



Image #26 Close-up of start point of section 2 of tape measure; position "E" of Exhibit #3



Image #27 Long view of section 2 of tape measure; positions "D" to "E" of Exhibit #3

SCHEDULE "A"



Image #28 End point of section 2 of tape measure; position "F" of Exhibit #3 at 129 feet.



Image #29 The nail marks the end point of section 2 of tape measure; position "F" of Exhibit #3 at 129 feet.

SCHEDULE "A"



Image #30 Sight line of southern boundary of points "C" through "D" of exhibit #3 showing lot line running north of large tree.



Image #31 Sight line of northern boundary of points "B" through "A" of exhibit #3 showing lot line running through white shed in background.

SCHEDULE "A"



Image #32 of iron bar on point "A" of Exhibit #3; Sandra Berti holding marker on top of it in previous image.



Image #33 Fence, a sign falsely stating that it is private property, and a recently installed locked gate on public property.

SCHEDULE "A"

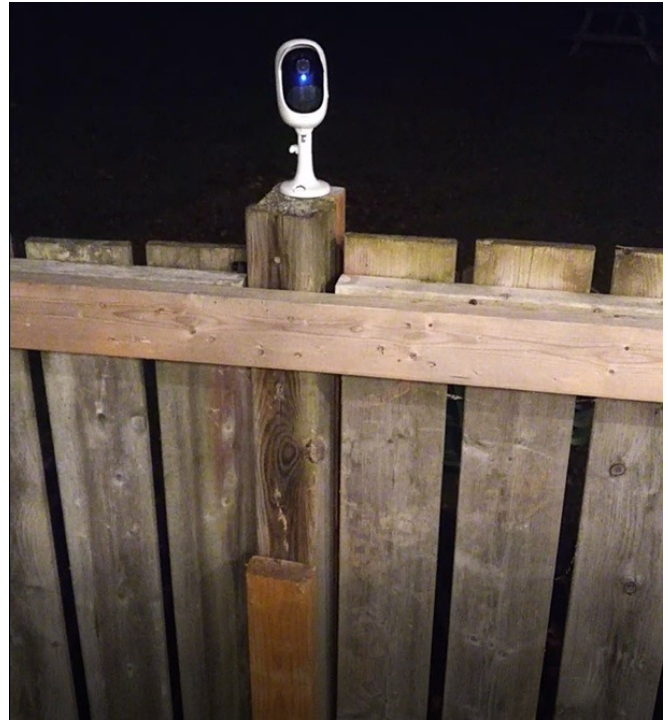


Image #34 Multiple concurrent fires.



Image #35 Multiple concurrent fires.

SCHEDULE "A"



Images #36 and #37. Wisdom Agbo installing cameras pointing into Hummel's dining room; URL #12 in Appendix "D".



Image #38 employee or contractor of Wisdom Agbo threatening Hummel and Berti; URL #13 in Appendix "D".

SCHEDULE "A"



Image #39 employee or contractor of Wisdom Agbo making rude gesture to Hummel and Berti; URL #13 in Appendix "D".



Image #40 Wisdom Agbo and two men before threatening Hummel with violence and profanities; URL #14 in Appendix "D".

SCHEDULE "A"



Image #42. Wisdom Agbo driving motor vehicle on road allowance.



Image #43. Wisdom Agbo driving ATV on road allowance.

SCHEDULE "A"



Image #44. Unattended fire.



Image #45. Sandra returning lost dog. URL #15 in Appendix "D"



Ontario ServiceOntario

LAND

REGISTRY
OFFICE #39

51168-0067 (LTP)

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR G11F14101
ON 2020/12/16 AT 12:11:40

PROPERTY DESCRIPTION: LT 2 N OF BAY ST AND S OF ELGIN ST PL 28 BRIGHTON, MUNICIPALITY OF BRIGHTON

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY REMARKS:
ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PLAN CREATION DATE:
2008/12/22

OWNERS: JAMES
HUMMEL, LUCIEN ANTHONY

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
**		REINTRODUCE ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2008/12/19 **				
**		SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO				
**		SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.				
**		ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.				
**		DATE OF CONVERSION TO LAND TITLES: 2008/12/22 **				
PLC028	1861/04/27	PLAN SUBDIVISION				C
NC231418	1994/12/09	TRANSFER	\$2	HUMMEL, LUCIEN ANTHONY	PRATT, RICHARD HUGH PRATT, IRENE ANNE HUMMEL, LAURIE JEAN	C
		REMARKS: THIS DOCUMENT WAS RE-INSTATED ON 2010/06/04 AT 14:16 BY HOTTRAW, HEATHER. THIS DOCUMENT WAS RE-INSTATED ON 2011/08/27 AT 10:29 BY MOORE, MARY.				
ND6073	2010/05/14	TRANSMISSION-LAND		HUMMEL, LUCIEN ANTHONY HUMMEL, LAURIE JEAN PRATT, RICHARD HUGH	HUMMEL, LUCIEN ANTHONY HUMMEL, LAURIE JEAN - ESTATE HUMMEL, LUCIEN ANTHONY	C
ND6074	2010/05/14	TRANS PERSONAL REP	\$2	HUMMEL, LUCIEN ANTHONY	HUMMEL, LUCIEN ANTHONY	C
		REMARKS: THIS DOCUMENT WAS RE-INSTATED ON 2011/06/27 AT 10:29 BY MOORE, MARY.				
ND63533	2011/06/21	APL (GENERAL)		*** COMPLETELY DELETED *** PRATT, IRENE ANNE HUMMEL, LUCIEN ANTHONY		

REMARKS: DELETED S/T IN NC231418
NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES. IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



ServiceOntario

LAND REGISTRY OFFICE #39
 PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER
 51168-0067 (LT)
 * CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *
 PAGE 2 OF 2
 PREPARED FOR GILFINDI
 ON 2020/12/16 AT 12:11:40

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRG
ND62581	2011/06/22	TRANSFER	\$87,500	PRATT, IRENE AGNES *** COMPLETELY DELETED ***	HORNST, LUCIEN ANTHONY	C
ND62582	2011/06/22	CHARGE		HORNST, LUCIEN ANTHONY	HOME TRUST COMPANY	
ND62684	2011/06/24	NOTICE	\$2	HORNST, LUCIEN ANTHONY	PRATT, IRENE AGNES WEBSTER, GAIL WAUREN	C
ND105143	2014/07/04	CHARGE	\$112,000	HORNST, LUCIEN ANTHONY *** COMPLETELY DELETED ***	COMPUTERSHARE TRUST COMPANY OF CANADA	C
ND110960	2014/11/07	DISCH OF CHARGE		HOME TRUST COMPANY		

RELATORS: ND62582.

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Exhibit #4



Ministry of Natural Resources and Forestry

Ministère des Richesses Naturelles et des Forêts

Peterborough Bancroft District
Peterborough Work Center
300 Water Street
1st Floor, South Tower
Peterborough, ON K9J 3C7
Tel.: 705-733-2001
Fax.: 705-733-3125

District de Peterborough et de Bancroft
Centre de travail de Peterborough
300, rue Water
1^{er} étage, tour sud
Peterborough, ON K9J 3C7
Tél.: 705-733-2001
Télééc.: 705-733-3125

January 11, 2024

Luke Hummel
51 Elgin St.
Brighton, ON
K0K 1H0

Dear Mr. Hummel:

RE: Email Inquiry dated September 21, 2023 Requesting Ministry of Natural Resources & Forestry consider land use concerns on vacant lands adjacent to 53 Elgin St., Brighton, ON; LT 1 N/S Bay St PL 28.

Thank You for your email inquiry regarding the vacant land adjacent to 53 Elgin St., Brighton, ON and your patience as we have looked into this matter.

The Ministry of Natural Resources and Forestry (MNR) has completed our review of the information you shared by e-mail and in telephone conversation. It is MNR's opinion that the vacant land area is private land and that land use activities would be regulated by The Municipality of Brighton.

The Public Lands Act R.S.O. 1990, and related Ontario Regulations do not apply to private land. Land use concerns related to this area could be directed to the local municipality.

Should you have any further questions concerning this matter, please feel free to contact Jeffrey Simpkins, Resource Management Technician, at 705-772-0812.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Cotter", with a long horizontal flourish extending to the right.

Deanna Cotter
District Supervisor
Peterborough Bancroft District
Ministry of Natural Resources and Forestry

Exhibit #5

Boyd, Heather A. (MNRF)

From: Apostolov, Christine (MNRF)
Sent: Monday, October 2, 2023 9:43 AM
To: Simpkins, Jeffrey (MNRF)
Subject: 53 Elgin St. W - Brighton

Hi Jeff,

I have reviewed that material you had provided regarding the possible encroachment onto Crown land on Elgin St. W. in Brighton (red dot on map below) and can provide the following:

- Lot 35 BFC is listed in the Land Index System (LIS) as a 50 acre lot that was sold in May 1798.
- The map below is of the lot in question and the bold purple line illustrates 50 acres

The only other suggestion would be to check the historical reference files for a parcel abstract history for the lot.

Given the above, we can only assume that the area in question is private property, not Crown land.



Exhibit #6

PC MAYNARD and PC MAYNARD attended the neighbours residence at 51 Elgin St W. Officers spoke with Lucien HUMMELL and I at the front door of the residence. PC MAYNARD advised that they were on the property about an issue with the neighbours fence. HUMMELL became very angry about the reason and uttered that he put the boards up in order to protect his house. PC MALCOLM cautioned HUMMELL for mischief. HUMMELL started yelling and screaming and stated again that he did put the boards up. HUMMELL then went back into his residence outside to speak with officers.

While speaking, HUMMELL opened a side window to listen to the conversation.

While inside the residence, HUMMELL was yelling out the window saying he wanted charged with making a false report and obstruct justice for lying to police. HUMMELL then said to go obtain a warrant.

HUMMELL came back outside the residence, in a calm manner and apologized for his

s.N/R
s.21(2)(f)
s.21(3)(b)
s.49(b)

000003

Exhibit #7

The Corporation of the Municipality of Brighton By-Law No. 125-2016

Being a By-Law to Regulate and Control Open Air Burning within the Municipality of Brighton

Section 2.0 Prohibitions

- 2.1 No person shall cause or permit an open air burn on any land for any purpose other than to cook on a barbecue, without first having obtained a Burn Permit issued by the Municipality in accordance with the provisions of this By-law and Schedule 'A' thereto.
- 2.2 The holder of a Burn Permit shall at all times, have a competent person eighteen (18) years of age or older at the burn site for the purpose of tending, controlling and supervising the fire.
- 2.3 No person shall cause or permit a burn without first calling 1-844-475-1744 to activate the Burn Permit and after the fire is out, calling 1-844-475-1744 to de-activate the Burn Permit.
- 2.4 No person shall cause or permit an open air burn during a Fire Ban or when a smog alert has been declared by the Ministry of Environment, when the Natural Resources Canada 'Fire Danger Rating' is greater than low, or when the wind speed exceeds 30 kilometers per hour (19 miles p/h).
- 2.5 No person in possession of a Burn Permit shall cause or permit an open air fire during a Fire Ban.
- 2.6 Every person responsible for tending, controlling and supervising a burn shall ensure that the fire is completely extinguished before the burn site is vacated.
- 2.7 No person shall cause or permit the burning of material using an incinerator within the urban area of the Municipality of Brighton.
- 2.8 No person shall cause or permit the burning of material other than commercially produced charcoal, briquettes, or dry and clean seasoned wood.
- 2.9 No person shall cause or permit smoke caused by a burn to have a negative impact on the visibility of motorists using roads in the vicinity of the burn, inconvenience other persons or have a negative impact on abutting properties.
- 2.10 The holder of a Burn Permit shall have an effective extinguishing agent or device of sufficient size and with the capability of extinguishing the fire, at the burn site and readily available for use.

Exhibit #8

not contravene any Regulation respecting the location of electrical cords or create a safety hazard.

- g. No person shall place, apply or spray or cause to be placed, applied or sprayed any substance other than water on or near any public tree without the prior written authorization of the Director.

4. REMOVAL AND INJURY TO TREES

- a. The Municipality may cause any tree planted on a highway to be removed when such removal is considered necessary in the public interest and safety by the Municipality.
- b. The Municipality will observe the following priorities when responding to requests from residents, contractors and agencies for the removal of trees on Municipal property:
 - 1. Public hazard;
 - 2. Interference with overhead utility lines;
 - 3. Root interference with underground pipes, utilities or road structure;
 - 4. Disease;
 - 5. General tree care.

- c. Trees shall not be pruned, trimmed or removed for the purpose of opening up views from private property.

- d. Trees shall not be removed for the purpose of relocating driveways or structures unless:

- 1. The tree can be successfully relocated;
- 2. The tree can be replaced by one of similar quality.

The replacement or removal of trees for the purpose of relocating driveways shall be at the expense of the property owner making the request.

- e. Requests to remove or replace trees for reasons other than those cited above shall be dealt with on their own merit.

5. TREES LOCATED ON PRIVATE PROPERTY

- a. No person shall cause or permit any part of a tree planted on private property to obstruct, be a hazard to or interfere with travel on a highway. The Director may require the removal of any part of the tree which causes an obstruction, a hazard to or interference with travel by notice in writing to the owner of the property on which the tree is planted. If the demand for removal is not complied with within the time-limit provided therein, the Director may cause any part of the tree to be removed from the public highway and may charge the cost of such removal to the owner of the property by adding the cost to the tax rolls of the property, to be collected in the like manner as municipal taxes.

6. MUNICIPAL AND PUBLIC UTILITY INSTALLATIONS

- a. The provisions herein shall not limit the rights and obligations of the Municipality, or any public utility to construct, install, maintain and repair any road, sidewalk, sewer, watermain, public utility or telephone or other installation pursuant to any statute or regulation.

Exhibit #9

s. 8(1)

s. 14(1)(l)

s. 21(3)(b)

s. 49(a)

s. 49(b)

Occurrence Summary

Ontario Provincial Police

Occurrence: E231544547 Neighbour dispute [8547] @2023/11/20 16:05

Date/Time: Between... 2023/11/20 16:05 and

UCR clearance status: Complete - solved (non-criminal)

Involved person(s): [Complainant] HUMMELL, LUCIEN 1955/01/07 ; 89i M (51 ELGIN ST W, BRIGHTON ON Canada ; (Voice) (833) 886-7717)

Involved Address(es): [Complainant address] 51 ELGIN ST W, BRIGHTON, ON Canada

No involved Vehicles found

Involved Officer(s): O DRISCOLL, MAITHEW (CAD operator)
#15342 CHAPMAN, CYNTHIA (Dispatched officer Reporting officer)
PROVINCIAL CIVILIAN DATA ENTRY UNIT (Civilian data entry unit)
#14437 ARMSIRONG, DAVID (Dispatched officer)
#16264 JENKINS, KYIF (Dispatched officer)

Summary: CONTACTED CM, WILL DRIVE BY TO VIEW WHERE THE CAMERAS ARE LOCATED AND FOLLOW UP// CHAPMAN 15342 //

NEIGHBOUR HAS 4 CAMERAS // ALL FACING RIGHT INTO THE CALLER HOUSE
CALLER ADVISING IT IS AN ONGOING ISSUW WITH THIS NEIGHBOUR // HAS
CALLED OPP IN PAST CALLER LOOKING TO SPEAK WITH AN OFFICER
NIGHTS TO ATTEND CONTACTED CM, WILL DRIVE BY TO VIEW WHERE THE
CAMERAS ARE LOCATED AND FOLLOW UP// CHAPMAN 15342

Remarks:

000001

Exhibit #10



Exhibit #11, pg. 1.



Brighton Fire & Rescue
Fire Chief :Gene Thompson
20 Elizabeth Street Brighton, Ontario ON

Page 1 of 3

Date
Jun 18 24

Response Report 23-181 - Unreviewed

Response Loc.: 53 Elgin St. BRIGHTON
Wednesday, June 7, 2023 Resp. Station: Station 1

Called In: 18:10:32
Alarm Time: 18:11:25
Depart Station: 18:19:39

OFM Investigations Contacted OFM Ref #:
Incident #: 23-181 Location Code: 1404 Time On Scene: 18:25:28
Aid to/from Other: 4 Not applicable
Officer In Charge: Captain

Response Type: 23 Open air burning/unauthorized controlled burnin... Return to Station: 18:34:08
Back in Service: 18:42:02
BIS Date: Jun 7 23
Fax to Hall:
Dispatch Total: 00:00:53
Chute Total: 00:08:14
Response Time: 00:14:03
Total Time: 0 hrs 31 min

Alarm to F.D.: 01 911 Attending F.D.: 1404

Staff Hours: 5:00 Est. Distance: 4 Ambulance Delay: No Rescues: 0 Injuries: 0 Fatalities: 0
Initial # Personnel: 5 Personnel at scene: 5

Assume Command: 18:25:32 Transfer Command: Primary Search:
Property Class.: 301 Detached Dwelling

Peterborough Control: PETERBOROUGH CONTROL Number: 26894283

Other Agencies Contacted:
OPP: MOE: TSSA: ESA: MOL: EMS: CANUTEC: GAS UTIL: HYDRO UTIL:
Municipal Bldg. Off: Munic Health Unit: Munic Police: Other:

Remarks:
BURN COMPLAINT, INFORMED HOMEOWNER OF BURN BAN.
HOMEOWNER EXTINGUISHED FIRE.

Dispatch Comments:
Report imported from CAD system.
Imported File Name: BrightonFireDepartment06_07_10_43_01_4001.xml

2023-06-07T18:42:04 -0400 transferred from CAD

Exhibit #11, pg. 2.



Brighton Fire & Rescue
 20 Elizabeth Street Brighton, Ontario ON K0K 1H0
 PH : 613-475-1744

Page 1 of 2

Response Report 21-273 - Unreviewed

Response Loc.: 53 Elgin St W,
Tuesday, September 7, 2021

Resp. Station: Station 1

Called In: 12:00:02
Alarm Time: 12:00:41
Depart Station: 12:08:07

OFM Investigations Contacted **OFM Ref #:**
Incident #: 21-273 **Location Code:** 1404

Time On Scene: 12:13:02

Aid to/from Other: 4 Not applicable

Officer In Charge: James Smith - Fire Chief

Response Type: 23 Open air burning/unauthorized controlled burnin...

Return to Station: 12:34:00

Back in Service: 12:47:00

BIS Date: Sep 7 21

Alarm to F.D.: 02 Telephone from Civilian (other than 911)

Fax to Hall:

Dispatch Total: 00:00:39

Chute Total: 00:07:26

Response Time: 00:12:21

Total Time: 0 hrs 46 min

Staff Hours: 1.95 **Est. Distance:** 4 **Ambulance Delay:** No **Attending F.D.:** 1404

Initial # Personnel: 3 **Personnel at scene:** 3 **Rescues:** 0 **Injuries:** 0 **Fatalities:** 0

Property Class.: 301 Detached Dwelling

Peterborough Control Number: 24192976

Other Agencies Contacted:

OPP: **MOE:** **TSSA:** **ESA:** **MOL:** **EMS:** **CANUTEC:** **GAS UTIL:** **HYDRO UTIL:**
Municipal Bldg. Off.: **Munic Health Unit:** **Munic Police:** **Other:**

Remarks:

FIRE, BURN COMPLAINT, FIRE WAS EXTINGUISHED WITH BUCKET OF WATER FROM THE BAY, HOMEOWNER WAS NOT AROUND UPON ARRIVAL

South of the Tracks Yes

Unit Times

Unit Name	# Pers.	Alarm Time	Depart Station	Turn Back	Time On Scene	Clear Scene	Return to Station	Back in Service	Acknowledge Call
270	2	12:00:41	12:08:07		12:13:02		12:34:00	12:47:00	
292	1	12:00:41	12:08:07		12:13:02		12:34:00	12:47:00	



Brighton Fire & Rescue
 20 Elizabeth Street Brighton, Ontario ON K0K 1H0
 PH : 613-475-1744

Response Report 21-257 - Unreviewed

Response Loc.: 53 Elgin St W.
Friday, August 20, 2021

Resp. Station: Station 1

Called In: 21:12:49
 Alarm Time: 21:13:13
 Depart Station: 21:17:18

OFM Investigations Contacted OFM Ref #:
 Incident #: 21-257 Location Code: 1404

Time On Scene: 21:29:13

Aid to/from Other: 4 Not applicable

Officer In Charge:

Response Type: 36 Authorized controlled burning - complaint

Return to Station: 21:35:24

Back in Service: 21:43:17

BIS Date: Aug 20 21

Fax to Hall:

Dispatch Total: 00:00:24

Chute Total: 00:04:05

Response Time: 00:16:00

Total Time: 0 hrs 30 min

Alarm to F.D.: 02 Telephone from Civilian (other than 911)

Staff Hours: 1.73 Est. Distance: 4 Ambulance Delay: No Attending F.D.: 1404
 Initial # Personnel: 4 Personnel at scene: 4 Rescues: 0 Injuries: 0 Fatalities: 0
 Property Class.: 345 Cottage

Peterborough Control: PETERBOROUGH CONTROL Number: 24116335

Other Agencies Contacted:

OPP: MOE: TSSA: ESA: MOL: EMS: CANUTEC: GAS UTIL: HYDRO UTIL:
 Municipal Bldg. Off.: Munic Health Unit: Munic Police: Other:

Remarks:

BURNING COMPLAINT, SPOKE TO EACH TENANT IN CABINS (4), EACH ASSURED THEY WOULD EXTINGUISH FIRE BEFORE GOING TO BED, SMALL CAMP FIRE AT EACH CABIN LEFT TO CONTINUE BURNING

South of the Tracks Yes

Unit Times

Unit Name	# Pers.	Alarm Time	Depart Station	Turn Back	Time On Scene	Clear Scene	Return to Station	Back in Service	Acknowledge Call
272-2006	3	21:13:13	21:17:18		21:29:13		21:35:24	21:43:17	
295-2018	1	21:13:13	21:17:18		21:29:13		21:35:24	21:43:17	

Exhibit #12, pg. 1

Overview Location Amenities Policies Host

#4 Family and pet friendly - monthly/seasonal rental April-November 2024

10/10 Exceptional [See all 2 reviews >](#)

3 bedrooms 1 bathroom 6 beds

Popular amenities

✓ Kitchen ✓ Barbecue grill ✓ Pet-friendly
✓ Free WiFi ✓ Dryer ✓ Air conditioning

[See all property amenities >](#)

Explore the area



Brighton, UK
[View this map](#)

- Dreyfuss Provincial Park 4 min drive
- Brighton Speedway Park 5 min drive
- Timber Ridge Golf Course 15 min drive
- Trenton, ON (MTR Canadian Forces Base Trenton) 24 min drive

[See more >](#)

Save

Non-refundable

Your dates are available

Check date Jul 1 End date Jul 31

Travellers 2 travellers

Total CA\$4,160
Price details

Book now

You will not be charged yet

Contact host

Property # 2754761vb

Rooms & beds

3 bedrooms (sleeps 6)

Bedroom 1



Bedroom 2



Bedroom 3



Common area 1



1 bathroom

Bathroom 1



Toilet - Shower only

Spaces

- Deck or patio
- Kitchen
- Kitchenette
- Outdoor seating area
- Garden

Exhibit #12, pg. 2

[Overview](#) [Location](#) [Amenities](#) [Policies](#) [Host](#)



About this property

#4 Family and pet friendly - monthly/seasonal rental April-November 2024

Located on Presquile Bay, Brighton, Ontario, less than 2 hrs drive from GTA. The 3 bedroom 3 season cottage is located 100 feet from water w/ docks, aquatics, private BBQ, picnic table, fire pit, high speed internet, AC and smart tv. 300ft of shallow shore line for swimming and fishing. 3 km to Presquile park, 30 mins to Prince Edward County, 40 mins to Sandbanks. Please inquire about our seasonal discount from April to November, 2024.

Property manager

property manager

Make a wish upon a star

Languages

English

Amenities

Kitchen

Pet friendly

Air conditioning

[See all 73 amenities](#)

Dryer

Free WiFi

Outdoor space

Exhibit #13, pg. 1



67 Sharp Road
Brighton, ON, K0K 1H0

For Office Use Only	
Applicable By-Laws:	
Name of Owner:	
Mailing Address:	
Roll Number:	1408

Complaint Subject	
Issue:	Commercial short-term rental business operating in residential zone.
Location:	53 Elgin St. W., Brighton ON K0K 1H0
Complainant Contact Information	
Name:	Luke Hummel Phone: 416-433-3637
Address:	51 Elgin St. W., Brighton ON K0K 1H0
Email:	lukehml@exportdoc.com

Check box indicate that you would like to stay updated on the status of this complaint.

Description of Complaint


The owners, Maria and Wisdom Agbo, are operating a cottage rental business at this location, which is zoned residential. The property consists of 5 cottages: 3.5 of which are clustered onto an approx. 8,000 sq. ft. lot, and the remainder on town property. The cottages are rented out on a nightly basis (see attached listings).

Effects of this business on the surrounding residents are:

1. Traffic: increase in traffic from customers and trades
2. Parking: insufficient parking space on the property
3. Noise: increase in noise from customers
4. Litter: uncollected garbage and refuse
5. Animals: off-leash pets (dogs)
6. Fires: numerous fires, left unattended and smouldering
7. Trespass: customers using neighbouring properties as means of access
8. Permits: new construction and renovation without permits

Exhibit #13, pg. 2

I *HEREBY* acknowledge that all complaints are confidential until such time as the complainant may be asked to testify in support of the complaint; *AND FURTHER* acknowledge that if required I will attend and testify in support of this complaint at any Court of Law in the Province of Ontario.

Signature:  Date: 2022/09/16

*Please send this form to Allen Magee at amagee@brighton.ca
or to the municipal address noted above.*

Personal Information on this form is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M56, as amended. Inquiries about the collection of personal information should be directed to the Municipal Clerk. The information you provide will be used to investigate the complaint and may be used for contact purposes. By-Law Enforcement policy also states that residents who are under investigation for By-Law infractions have the right to privacy and the right to have private information remain confidential. The investigation will be done in accordance with the legislation requirements of the Municipal Act and the Municipality of Brighton polices or however it is named.

Exhibit #13, pg. 3



Where
Ontario, Canada

Check-in Jun 17 Check-out Jun 18 Guests Search

Canada / Ontario / Brighton
Newly renovated water front

C\$288 /night
5 (2 Reviews)



Your dates are not available.

Check in Jun-17	Check Out Jun-18
Guests	

Book now

Maria and Wisdom Agbo
Contact host

Property # 2372019vb

About Rooms & beds Location

About this rental

Cottage 2 bedrooms
51 m² 5 beds · Sleeps 6

1 bathroom
1 full bath

Spaces
Kitchen · Living Room · Deck/Patio

2 bedrooms 1 bathroom lake view
Located in Brighton, less than two hours from GTA, water front, lake view, direct access shallow pebble sandy beach for swimming fishing and other water activities. Free use of 4 docks, 6 adult size kayaks, 2 kids size kayaks, 2 canoes, 1 pedal boat, 2 aquabats, playground with trampoline, park pass, bikes, own fire pit, private BBQ propane provided, picnic tables and

Hosted by Maria and Wisdom Agbo

Rooms & beds

Bedrooms: 2 (Sleeps: 6)

Living room sleep sofa	Twin/Single Bunk bed
---------------------------	-------------------------

double

double

double

Bathrooms: 1

Toilet · Shower

double

Spaces

Kitchen Lawn/Garden

Living Room porch/lanai

Deck/Patio Kitchenette

Outdoor play area

View all rooms & beds details

Location

Brighton, Ontario, Canada
Detailed location provided after booking



Exhibit #13, pg. 4

What's nearby

1. Lake Ontario < 0.1 km
2. Memory Junction Railwa... 2.4 km
3. Presqu'île Provincial Park 0.8 km
4. Proctor House Museum 3.3 km
5. Cricklewood Farm 4.3 km
6. Brighton Speedway Park 4.6 km

< 1 - 6 of 12 >

Availability

June 2022 July 2022

S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	3	4						1	2		
<	5	6	7	8	9	10	11	3	4	5	6	7	8	9	>
	12	13	14	15	16	17	18	10	11	12	13	14	15	16	
	19	20	21	22	23	24	25	17	18	19	20	21	22	23	
	26	27	28	29	30	24	25	26	27	28	29	30			
													31		

Additional information about rental rates

Cleaning Fee	C\$ 80
Pet Fee	C\$ 70
Additional Guest Fee	C\$ 30

(<https://help.vrbo.com/articles/what-is-the-cancellation-policy>) [/th/bookings](#)

Damage and incidentals

You will be responsible for any damage to the rental property caused by you or your party during your stay.

House Rules

Check in after 3:00 p.m. Maximum overnight
Check out before 10:00 a.m. guests: 6
Minimum age to rent: 18

- Children allowed: ages 0-17
- No events allowed
- Pets allowed: Up to 2 pets of any size
- Smoking allowed: outside

[Show more](#)

Cleaning practices

- Cleaned with disinfectant (like countertops, light switches, handles, and faucets)
- All towels and bedding washed in hot water that's at least 60°C/140°F
- High-touch surfaces cleaned with disinfectant
- Follows industry health association: COVID-19 Guidelines (CDC) (<https://help.vrbo.com/articles/what-are-the-cleaning-standards-for>)

Policies

Cancellation policy

Your booking will not qualify for a refund based on your trip dates.

Free cancellation deadlines are in the property's timezone. [Learn more about cancellation policies.](#)

If you have upcoming trips, you can manage or cancel your booking in your traveler account.

[View upcoming trip \(en-ca/traveler\)](#)

[vacation-rentals](#)

Amenities

- Internet
- Children welcome
- Pets welcome
- TV
- Parking
- Satellite or cable
- Heater

[View all 72 amenities](#)

Hosted by Maria and Wisdom Agbo

Member since 2021

[View more about Maria and Wisdom Agbo](#)

Languages: English, Mandarin

[Contact host](#)

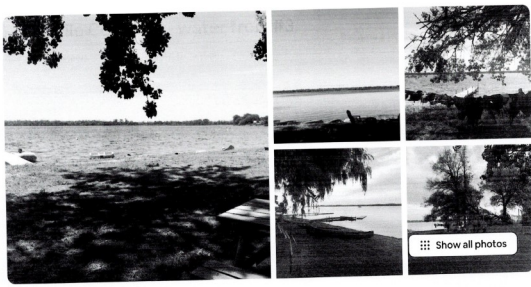
[Home \(https://www.vrbo.com/en-ca/vacation-rentals\)](https://www.vrbo.com/en-ca/vacation-rentals) >
[Canada \(https://www.vrbo.com/en-ca/vacation-rentals/canada\)](https://www.vrbo.com/en-ca/vacation-rentals/canada) >
[Ontario \(https://www.vrbo.com/en-ca/vacation-rentals/canada/ontario\)](https://www.vrbo.com/en-ca/vacation-rentals/canada/ontario) >
[Northumberland County \(https://www.vrbo.com/en-ca/vacation-rentals/canada/ontario/northumberland-county\)](https://www.vrbo.com/en-ca/vacation-rentals/canada/ontario/northumberland-county)

Exhibit #13, pg. 5

Start your search Become a Host

Presqu'ile Cottages- water front#3

★ 4.79 · 14 reviews · Brighton, Ontario, Canada Share Save



[Show all photos](#)

Photos Amenities Reviews Location

4 guests · 2 bedrooms · 4 beds · 1 bath

Great location
93% of recent guests gave the location a 5-star rating.

Great check-in experience
100% of recent guests gave the check-in process a 5-star rating.

Furry friends welcome
Bring your pets along for the stay.

aircover
Every booking includes free protection from Host cancellations, listing inaccuracies, and other issues like trouble checking in.
[Learn more](#)

Located on Presqu'ile Bay, Brighton, Ontario, less than 2 hrs drive from GTA. The newly renovated 2 bedroom cottage sleeps 4, max. at 6. Free use of 2 canoes, 8 kajaks (adult & kids), 1 pedal boat, 1 aluminum fishing boat, 2 aquabats, 4 docks, bikes, and park passes. Private BBQ, picnic table, fire pit, WIFI and TV. 300ft private shallow pebble beach for...

[Show more >](#)

Where you'll sleep 1/2 >

Add dates for prices

★ 4.79 · 14 reviews


CHECK-IN	CHECKOUT
Add date	Add date

GUESTS
1 guest

[Check availability](#)

[Report this listing](#)

Photos Amenities Reviews Location



Bedroom 1
1 double bed

Bedroom 2
1 bunk bed

What this place offers

- Bay view
- Garden view
- Private beach access – Beachfront
- Kitchen
- Wifi
- Free parking on premises
- Pets allowed
- 40" HDTV with standard cable
- Private backyard
- Carbon monoxide alarm

[Show all 52 amenities](#)

Select check-in date

Add your travel dates for exact pricing

Exhibit #14



Public Works & Development

67 Sharp Road • Brighton, Ontario • K0K 1H0

Thursday, July 21st, 2022

WITHOUT PREJUDICE
Sent Regular Mail, Emailed.

Notice of Non-Compliance



Dear Property Owners:


**Re: Zoning By-Law Violation at 53 Elgin Street West, Brighton, Ont., K0K 1H0
ASSESSMENT ROLL# 1408-108-060-17600**

The Municipality has received a complaint regarding a commercial short term rental business operating in a residential zone. After reviewing Vrbo.com and AirBnb.ca, it appears you are running a short-term accommodation business at 53 Elgin Street West. The Zoning By-Law 140-2002, as amended, indicates the Zoning of the property to be R1 - Residential. Under section 4.15 of the Zoning By-Law, it states;

"Non-Conforming Uses - No lands shall be used and no *building or structure* shall be used except in conformity with the provisions of this By-law unless such use existed before the date of passing of this By-law and provided that it has continued and continues to be used for such purpose, and that such use, when established, was not contrary to any By-law in force at that time".

In the past, these cottages were used for personal use by the previous owners and never as a commercial business. To avoid further action, the Municipality is directing you to cease and desist the operation of running a commercial business on a residentially zoned property. You may contact the Municipality to obtain information on the rezoning application and to speak with the Municipal planner. If you have any questions or concerns, please contact me at 613-475-1162 Ext. 121, Monday to Friday between 8:30 a.m. - 4:30 p.m. Your co-operation is appreciated.

Sincerely,


Allen Magee
By-Law Enforcement Officer
AM/am

Phone: 613-475-1162 • Fax: 613-475-2599 • Email: publicworks@brighton.ca

Exhibit #15

Wednesday, October 26th, 2022

WITHOUT PREJUDICE
Sent Regular Mail, Emailed

Order to Comply



Dear Property Owners:

**Re: Zoning By-Law Violation at 53 Elgin Street West, Brighton, Ont., K0K 1H0
ASSESSMENT ROLL# 1408-108-060-17600**

The Municipality has received a complaint regarding a commercial short term rental business operating in a residential zone. After reviewing Facebook, AirBnb.ca and neighbour testimony, it appears you are running a short-term accommodation business at 53 Elgin Street West. It was brought to the Municipality's attention that these cottages were used for personal use by the previous owners who were family members of an area neighbour and was never used for a commercial business. The Zoning By-Law 140-2002, as amended, indicates the Zoning of the property to be R1 - Residential. Under section 4.15 of the Zoning By-Law, it states;

"Non-Conforming Uses - No lands shall be used and no *building or structure* shall be used except in conformity with the provisions of this By-law unless such use existed before the date of passing of this By-law and provided that it has continued and continues to be used for such purpose, and that such use, when established, was not contrary to any By-law in force at that time".

The Municipality is directing you to immediately cease and desist the operation of operating a commercial business on a residentially zoned property. Failure to cease and desist will result in a charge being laid under the Zoning By-Law and attending court at a future date. Your co-operation is appreciated.

Sincerely,

Allen Magee
By-Law Enforcement Officer
AM/am

Exhibit #16, pg. 1

Wednesday, October 26th, 2022

WITHOUT PREJUDICE
Sent Registered Mail, Emailed.

Order to Comply



Dear Property Owners:

**Re: Short-Term Accommodations By-Law Violation at 53 Elgin Street West,
Brighton, Ontario, K0K 1H0
ASSESSMENT ROLL# 1408-108-060-17600**

The Municipality has received a complaint regarding a commercial short term rental business operating at the property noted above. On September 9th, 2022, a Notice of Non-Compliance Letter was sent directing you to remove all listings advertising the Short-Term Accommodations on your property. After reviewing Facebook Marketplace and Airbnb.ca, it appears you are still advertising and operating a short-term accommodation (STA) business at 53 Elgin Street West. You were also advised that Short-Term Accommodations is not permitted on the property. A licence from the Municipality was not issued to this address to operate a STA. Under the Short-Term Accommodations By-Law 032-2022, it states:

Under Section 3.4,

"No person shall operate any Short-Term Accommodation dwelling unless he or she holds a current Licence issued pursuant to this By-law."

And, Under Section 3.5,

"No person shall advertise a Short-Term Accommodation without a Licence."

Exhibit #16, pg. 2

And under Section 12.26,

“Any person who violates any provision of this By-Law is guilty of an offence and, upon conviction, shall be liable to such penalties pursuant to the Provincial Offences Act, R.S.O., 1990, c.p.33, as amended.”

And under Section 12.28,

“Each day a contravention occurs constitutes a new offence.”

The fine for advertising a Short-Term accommodation without a licence is \$400 a day and the fine for operating a Short-Term accommodation without a licence is \$700 a day, plus a victim surcharge fee for both fines

A final inspection will occur on November 8th, 2022. To avoid any further action, all listings advertising the Short-Term Accommodations on your property will need to be removed. Failure to bring the property into compliance will result in an issuance of a fine.

If you have any questions or comments with regards to this issue, please contact the undersigned between 8:30 am and 4:30 pm, Monday to Friday at 613-475-1162 extension 121. Your co-operation in this matter is appreciated.

Sincerely,

Allen Magee
By-Law Enforcement Officer
AM/am
Encl.

Exhibit #17, pg. 1

8/17/22, 11:08 AM

Mail - Allen Magee - Outlook

FW: 53 Elgin St W Complaint from Luke Hummel

Paul Walsh <pwalsh@brighton.ca>

Tue 4/26/2022 4:51 PM

To: Allen Magee <AMagee@brighton.ca>

Cc: Mary Ann Seguin <MSeguín@brighton.ca>; Samantha Deck <sdeck@brighton.ca>

Allen,

The property at 53 Elgin Street West is zoned the R1 Zone. The property appears to be used in violation to the Comprehensive Zoning By-law of the Municipality of Brighton, particularly so regarding conversion of a non-conforming building or property to a non-conforming use.

The Zoning By-law states,

4.15 Non-Conforming Uses

No lands shall be used and no *building* or *structure* shall be used except in conformity with the provisions of this By-law unless such use existed before the date of passing of this By-law and provided that it has continued and continues to be used for such purpose, and that such use, when established, was not contrary to any By-law in force at that time.

The Complainant has given evidence that the buildings and property have historically been used for personal use only, as a family villa, and that the new owners have converted the buildings to a commercial campground (several tourist cabins being rented out). The Zoning class of R1 does not permit the use of a campground.

Please enforce the Zoning By-law as appropriate.

If you have any need for additional information, clarifications, or questions, please feel free to contact this office.

Sincerely,



Paul Walsh, RPP
Director of Planning and Development
Municipality of Brighton

From: Paul Walsh

Sent: September 21, 2021 2:36 PM

To: Allen Magee (AMagee@brighton.ca) <AMagee@brighton.ca>

Subject: 53 Elgin St W Complaint from Luke Hummel

Allen,

<https://outlook.office365.com/mail/w/AAQKAGDyOTcBZVYVLTFRMTgINDR8N5IIN2MwLTFI2GV4YWYyTYZYwAQACBnkYwDB%2BqGKwMITEK76...> 1/2

Exhibit #17, pg. 2

8/17/22, 11:06 AM

Mail - Allen Magee - Outlook

I have reviewed the complaint that was submitted regarding the above parcel and have spoken with the Complainant. The cabins are operating as a tourist establishment without proper zoning. The property does not qualify as a permitted use in the form of a legal non-conforming status for the following reasons:

1. the property has been described by the Complainant as not being previously used as a tourist establishment, but as a family compound only. To be legal non-conforming, the legal use needs to have had continuous non-interrupted use; and,
2. It would never have been legal, in part at least since some of the structures are located on public property (filled water).

So, I suggest you visit the site, speak to the Owners, and advise that the rental of the cabins is not permitted.

If you have any need for additional information, clarifications, or questions, please feel free to contact me.

Sincerely,



Paul Walsh, RPP
Director of Planning and Development
Municipality of Brighton

Paul Walsh, MCIP, RPP
Director of Planning and Development
Municipality of Brighton
P 613-475-0670 ext. 103
F 613-475-2599
pwalsh@brighton.ca
www.brighton.ca

This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is prohibited. If you have received this email in error, please immediately notify the Municipality of Brighton by return email or telephone at 613-475-0670.

Exhibit #17, pg. 1.

Consent Application

Affidavit - Owner Occupied Short-Term Accommodation (Please print)		
I / We,	[REDACTED]	
at the address of:	<i>53 Elgin Street West, Brighton</i>	
<input checked="" type="checkbox"/> I certify that the property listed above is my principal residence and that I reside there while it is being used by guests as a short-term accommodation. Or. <input type="checkbox"/> I certify that the property listed above is my principal residence of my tenant, _____ and that I reside there while it is being used by guests as a short term accommodation.		
[REDACTED] Owner/Agent - Print Name	[REDACTED] Signature	<i>July 17, 2022</i> Date
[REDACTED] Witness - Print Name	[REDACTED] Signature	<i>July 17, 2022</i> Date

Notes:

Personal information contained in this form and schedules is collected under the authority of the Municipal Freedom of Information and Privacy Act and will be used in the administration and enforcement of the Short-Term Accommodation Licensing By-law. Questions about the collection of personal information may be addressed to The Municipality of Brighton Clerk's Office at 613-475-0670, ext. 215 or cd@brighton.ca.

While every attempt will be made to ensure all submission requirements have been relayed to the applicant, the Municipality of Brighton does not assure this application to relate all requirements of Municipal policies and by-laws. The Municipality of Brighton will notify the applicant whether the information and material required has been provided.

Exhibit #17, pg. 2.

A

LRO # 30 Transfer

Received as MD201884 on 2020 08 21 at 14:33
yyyy mm dd Page 1 of 3

The applicant(s) hereby apply to the Land Registrar.

Propert/ies			
FW	51188 - 6088 LT	Interest/estate	Fee Simple
Description	LT 1 N/5 BAY ST PL 28 BRIGHTON; MUNICIPALITY OF BRIGHTON		
Address	63 ELGIN ST W BRIGHTON		

Consideration	
---------------	--

Consideration **RESIDING**

Transferor(s)	
---------------	--

The transferor(s) hereby transfers the land to the transferee(s).

Name
Address for Service

I am at least 18 years of age.
I am not a spouse

LGAIL MAUREEN WEBSTER say that to the best of my knowledge and belief, the power of attorney is still in full force and effect and the principal had the capacity to give the power of attorney when giving it and was at least 18 years of age when the power of attorney was executed. The power of attorney was registered as number MD201884 registered on 20200821.

LARRY B. HUMENIK, confirms that I have reviewed the power of attorney with the attorney, and the attorney has confirmed that 1. The attorney is the lawful party named in the power of attorney, 2. The attorney is acting within the scope of the authority granted under the power of attorney, and 3. To the best of the attorney's knowledge, information and belief the power of attorney was lawfully given and has not been revoked.

Name
Address for Service

I am at least 18 years of age.
I am not a spouse

This document is not authorized under Power of Attorney by this party.

Transferee(s)	Capacity	Share
Name Date of Birth Address for Service	Joint Tenants	
Name Date of Birth Address for Service	Joint Tenants	

Statements	
------------	--

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to adjoining land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Signed By	
-----------	--

[Redacted Signature] acting for Transferor(s) Signed 2020 08 21
Tel [Redacted]
Fax [Redacted]

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

A-2

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 51168 - 0088 LT 1 NIB BAY ST PL 28 BRIGHTON, MUNICIPALITY OF BRIGHTON

BY:

TO:

Joint Tenants
Joint Tenants

1. LUO, MARIA XIJING AND QISO, WISDOM FOFU

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) _____ above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) _____ above.
- (f) A transferee described in paragraph _____ and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph _____ and as such, I have personal knowledge of the facts herein deposed to.

2. The total consideration for this transaction is effected as follows:

(a) Monies paid or to be paid in cash	0.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	0.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	0.00

3. Other remarks and explanations, if necessary.

1. The information prescribed for the purposes of section 5.0.1 of the Land Transfer Tax Act is required to be provided for this conveyance. The information has been provided as confirmed by A1214873.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declares that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
4. The transferee(s) declares that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 38 Registration No. ND201704 Date: 2020/08/21

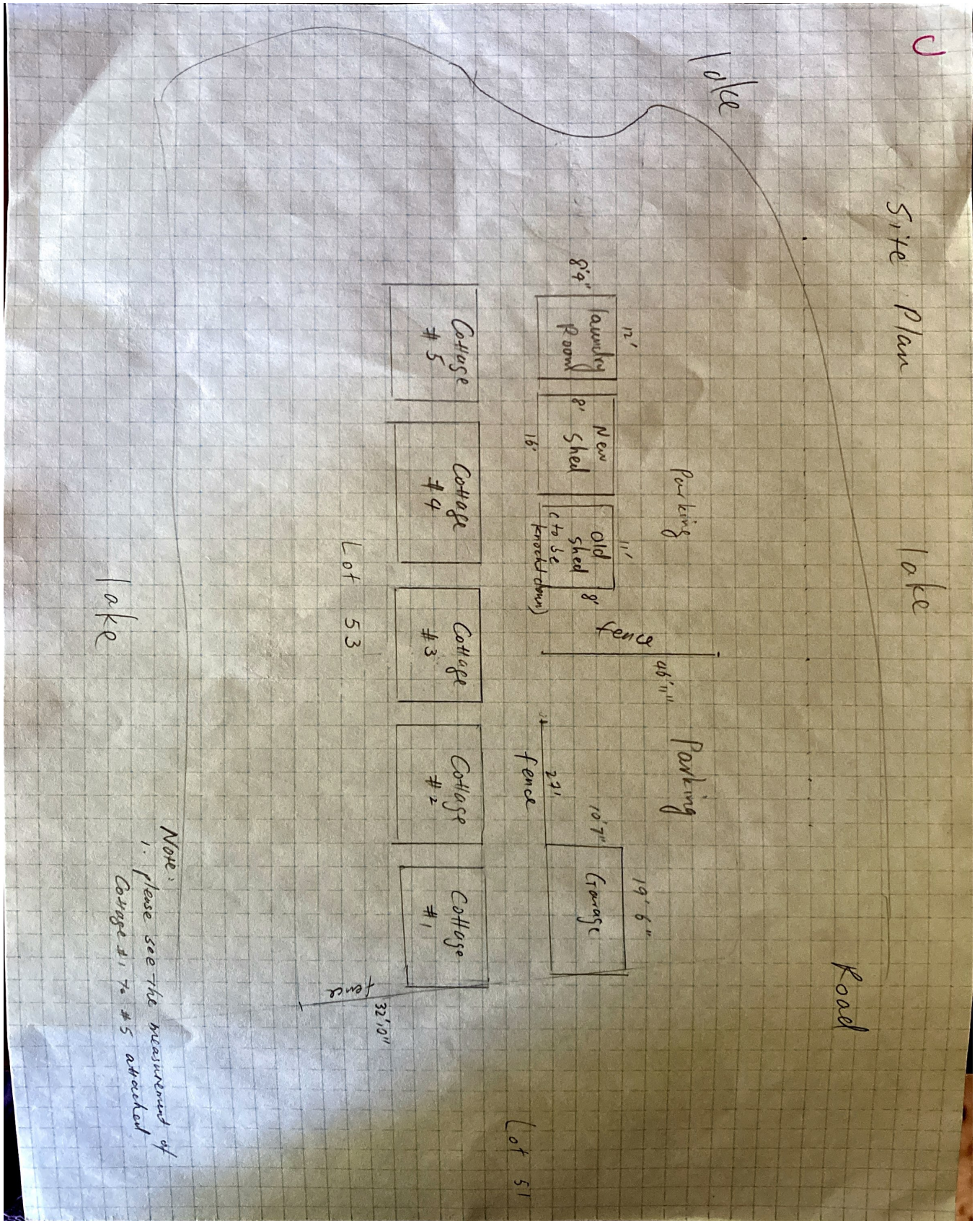
B. Property(s): PIN 51168 - 0088 Address 53 ELGIN ST W Assessment 1408108 - 00017800
BRIGHTON Roll No

C. Address for Service: _____

D. (f) Last Conveyance(s): PIN 51168 - 0088 Registration No. NC231417
(i) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: _____

Exhibit #17, pg. 4.



Note:
 1. please see the measurement of
 Cottage #1, 7, #5 attached

APPENDIX #D

1. https://www.eaders.com/misc/01_h265_20221002131917.mp4
2. https://www.eaders.com/misc/01_h265_20221002132633.mp4
3. https://www.eaders.com/misc/01_h265_20220904145926.mp4
4. https://www.eaders.com/misc/01_h265_20220921105059.mp4
5. https://www.eaders.com/misc/01_h265_20221009111119.mp4
6. https://www.eaders.com/misc/01_h265_20221009110608.mp4
7. https://www.eaders.com/misc/01_h265_20221009110213.mp4
8. https://www.eaders.com/misc/MOV_20220720_1307220.mp4
9. https://www.eaders.com/misc/01_h265_20220905155040.mp4
10. https://www.eaders.com/misc/01_h265_20221002133508.mp4
11. https://www.eaders.com/misc/01_h265_20221002133238.mp4
12. https://www.eaders.com/misc/MOV_20231112_1906307.mp4
13. https://www.eaders.com/misc/contractor_1.mp4
14. https://www.eaders.com/misc/wisdom_1.mp4
15. https://www.eaders.com/misc/03_h265_20220902112503.mp4