

# THE CORPORATION OF THE CITY OF GRAND FORKS

---



Settle down.

7217 – 4TH STREET, BOX 220 · GRAND FORKS, BC V0H 1H0 · FAX 250-442-8000 · TELEPHONE 250-442-8266

August 8, 2017

Whispers of Hope Benevolence Association; and  
Boundary Emergency & Transitional Housing Society  
7212 Riverside Drive  
P.O. Box 2194  
Grand Forks, BC V0H 1H0

Dear Board of Directors:

Re: Lease dated September 28, 2015 with the City of Grand Forks (the "Lease")

The City has received numerous complaints from the public, including the owners of neighbouring properties, in respect of the use of the property located at 7212 Riverside Drive, Grand Forks, British Columbia (the "Property").

As you know, the use of the Property is governed by the terms of the Lease. Those terms include the requirements that:

1. You comply with and observe all local government bylaws, rules, and regulations with respect to the Property;
2. You not commit or permit to be committed any waste, spoil, or destruction on the Property; and,
3. You not commit or permit to be committed any nuisance or annoyance to owners or occupiers of adjoining lands or to the public generally.

You are in contravention of your above-noted obligations under the Lease by, without limitation:

1. Installing storage containers at the Property, and using the same, in contravention of the development permit requirements under the City of Grand Forks Sustainable Community Plan Bylaw No. 1919, 2011 and the land use regulations under the City's Zoning Bylaw No. 1606, 1999;
2. Permitting the Property to become unsightly in contravention of the Unsightly Premises Bylaw No. 1962, 2013;
3. Permitting the Property to be used in a manner that noise or sound originating from the Property disturbs the quiet, peace, rest, enjoyment, comfort or convenience of the neighbourhood or of persons in the vicinity in contravention of the Grand Forks Noise Control Bylaw No. 1963, 2013;
4. Using the Property, or permitting it to be used, in a manner that has caused waste, spoil, or destruction to the Property; and,

# THE CORPORATION OF THE CITY OF GRAND FORKS

---



Settle down.

7217 – 4TH STREET, BOX 220 · GRAND FORKS, BC V0H 1H0 · FAX 250-442-8000 · TELEPHONE 250-442-8266

5. Using the Property, or permitting it to be used, in a manner that has caused a nuisance or annoyance to owners or occupiers of adjoining lands or to the public generally.

The City hereby gives you notice pursuant to sections 26 and 28 of the Lease of the aforementioned contraventions of your obligations under the Lease and further gives you notice that you have 30 days from the date of your receipt of this letter to resolve the contraventions and to maintain compliance for the duration of the lease. If the contraventions are not fully resolved within the next 30 days, the City will, pursuant to section 28 of the Lease, and without further notice to you, terminate the Lease and retake possession of the Property.

The City hereby further gives you notice that the Lease is terminated pursuant to section 30 of the Lease after the expiry of six months from your receipt of this letter. To be clear, the termination of the Lease under section 30 of the Lease is effective even if you have fully resolved the aforementioned contraventions of your obligations under the Lease within the permitted 30 days under sections 26 and 28 of the Lease.

The City regrets that it is in the position of having to terminate the Lease. However, the impact of your use of the Property on the neighbourhood and the public generally has left the City with no real alternative.

Sincerely,

City of Grand Forks Council