April 30, 2026 Forwarded to the Board from B1. No response as of June 1, 2026

Re: Third-Party Development Request Adjacent to the Corporation (1818 Bayview)

The comments below are offered in a constructive, respectful, and good-faith spirit. We recognize that the Board and Management have already devoted time and effort to responding to this request, and we have confidence that the Board understands and will continue to act in accordance with its responsibilities and fiduciary obligations.

Limited detail appears to have been made available to owners. Our purpose in writing is not to criticize prior steps taken, nor to question the Board's understanding of its role, but rather to ensure that owners can feel reassured that all material issues and risks are being carefully and transparently evaluated before any commitments are made.

Our understanding is that the Corporation has been approached by a third party seeking the Corporation's consent and cooperation in relation to a proposed development immediately adjacent to 1818 Bayview, and that the Board is in discussions with this entity.

The proposed development reportedly involves in excess of 400 residential units housing a substantial population, and likely commercial space, with very limited or no onsite parking—creating foreseeable impacts on adjacent properties, particularly ours.

We assume the Corporation has no legal obligation to consent to, cooperate with, or continue discussions regarding the proposed project.

We are concerned that any engagement may expose the Corporation to financial costs, operational disruption, construction-related interference, engineering risk, property-rights complications, and potential diminution of property value.

These observations are raised cautiously and respectfully, with the sole intention of identifying issues that owners reasonably believe merit careful consideration.

Issues of Concern

1. Accommodation Without Demonstrated Benefit

At present, no clear or tangible benefit to the Corporation or its owners has been demonstrated that would justify accommodating the proposed development.

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2. Cost Responsibility and Indemnification

The Corporation should not incur any further legal, consulting, engineering, planning, valuation, administrative, or other costs unless the requesting entity has executed a written cost-indemnity and fee-payment agreement, satisfactory to the Board, confirming that:

1. The requesting entity shall pay 100% of all costs incurred to date and going forward, including legal fees, expert opinions, consultant fees, administrative costs, and disbursements; and
2. Such obligation applies regardless of whether the Corporation ultimately agrees or refuses to provide consent.

This approach appears prudent and consistent with protecting the Corporation from unintended financial exposure during the evaluation process.

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3. Disclosure of Costs to Date

We assume Management has provided the Board with a written accounting of all costs incurred to date in relation to the request, including prior meetings, legal consultations, correspondence, and administrative time.

These costs, together with reasonable estimates of potential future costs, should be available to owners upon request to promote transparency and understanding.

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4. Suspension of Engagement Pending Cost Protection

All negotiations, meetings, and substantive discussions with the requesting entity should be paused until the cost-indemnity agreement described above has been vetted by the Corporation's legal and other advisors and approved by the Board.

Such a pause would allow matters to proceed in an orderly, well-advised, and non-prejudicial manner.

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5. Construction and Operational Considerations

We foresee that the proposed development will give rise to significant practical considerations, including but not limited to:

1. Potential temporary or prolonged loss of access to the Badali Family Laneway, the garage entrance, and the external entrance to the garbage room;

2. Anticipated parking interference, including unauthorized use (“poaching”) of resident and visitor parking spaces, and uncertainty regarding construction-related truck access and worker parking;
3. Dust, debris, noise, vibration, and general construction disruption affecting owners’ quiet enjoyment for an extended period;
4. Risk of damage to common elements, including the second-floor garden and outdoor spaces owned by the Corporation and unit owners;
5. Increased traffic congestion in the lane and surrounding areas;
6. The proximity of a high-density development with little or no parking, creating downstream impacts on operations, livability, and financial value.
7. Building security issues, for example with unauthorized use of visitor and other parking spaces and entry to the building via the underground parking garage.

Construction activity on Roehampton and Glazebrook Avenues may also affect saleability and/or value during what is anticipated to be a prolonged construction period.

These points are raised as foreseeable issues requiring careful evaluation, not as predetermined conclusions.

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6. Engineering, Property-Rights, and Easement Risk

Before any further consideration, and solely at the requesting entity’s expense, the Corporation should obtain opinions from independent experts selected by the Board addressing:

1. Structural and engineering impacts on the Corporation’s building during construction and after completion, and whether indemnification of the Corporation and its owners would be required;
2. Whether the proposed development would require or imply easements, encroachments, or air-rights concessions, and how such interests could complicate ownership, control, or future governance, including implications for future development potential of the land on which 1818 Bayview sits;
3. Setback, airspace, and proximity issues affecting light, use, and long-term building integrity.

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7. Property Value and Marketability

The requesting entity should fund independent valuation and marketability opinions by experts of the Corporation's choice addressing:

1. The effect of the proposed development on the current and future market value of the Corporation's units;
2. Implications for the saleability of units and the building as a whole, including during construction and thereafter;
3. Consequences should the Corporation or individual owners elect to sell in the future.

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8. No Presumption of Consent

We assume that no past or current engagement by the Corporation could reasonably be interpreted as consent, approval, or willingness to cooperate, and that the Corporation retains the right to refuse consent for any reason consistent with its obligations and governing documents.

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9. Refusal as a Legitimate Outcome

Based on independent expert advice, consideration should also be given to whether refusing consent entirely is in the best interests of the Corporation, including the effect such refusal may have on the requesting entity and whether refusal preserves or enhances the Corporation's negotiating position.

Considering all reasonable outcomes is consistent with prudent governance.

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10. Owner Disclosure and Approval

Given the significance and potential long-term impact of this matter, no agreement, accommodation, or binding commitment should be entered into without:

1. Full written disclosure of the proposal, risks, expert opinions, and financial implications to owners; and
2. Approval by owners through a formal vote, in accordance with the Condominium Act and the Corporation's governing documents.

Conclusion

We appreciate the Board's continued efforts and the complexity of the issues involved. The comments above are offered simply to help owners feel confident that the process is careful, evidence-based, and appropriately protective of the Corporation's long-term interests. We trust the Board will weigh these considerations alongside professional advice and continue to act in a manner that reflects sound judgment and responsible governance.

Many thanks for the work you've done. We look forward to your comments including your feelings that this or a modified version should be circulated to all of the Corporation's owners.

Catherine & Howard Seiden