

Paul Bosch & Marie Ball

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07 April 2017

Mr. John Cerino, Mr Agostino Cerino
#1-6 Acorn St,
Hamilton, ON L8L 5Y6

As you are aware, Mr Pollington made a complaint of threatening and harassment against us to the police early this morning. Mr Pollington was apparently upset by my warning him again not to contact Ms Ball directly, and by being served a summons to both LTB hearings and given a letter for you the day before. Mr Pollington stated that he did not want to talk to me and dropped the papers to the ground (possibly by accident, he was talking on the phone at the time).

The officers who responded to the complaint were informed that Mr Pollington had ignored instructions not to contact Ms Ball, and that there are no eviction proceedings. They also informed me that the statements I made to Mr Pollington were not threats (Apparently, Mr Pollington recorded our conversation. If so, he was within his rights, and I have no objection). However, they did advise us to have no further contact with Mr Pollington.

Your letter today states that we are to contact Mr Pollington in regards to the rent. We will not deal with Mr Pollington or Agostino as your agents. Both have demonstrated that they are willing to lie on your behalf, and Mr Pollington has made it impossible for us to deal with him.

Your letter also states "This is to inform you that video taping and recording our conversations will no longer be allowed". Both of you (John and Agostino) seem unaware that Ontario has one party consent for recording conversations. We will continue to record any conversation in which we take part, as we choose.

Your letter also states "On the first of every month the rent is to be paid on time to Mr Pollington like it has been since you moved in". Mr Pollington has not had rent receipts available when rent was to be paid for February, March and April, and has refused to sign receipts despite having done so in the past. You seem unwilling to acknowledge that our relationship has changed, and that we are no longer willing to trust you to drop off a receipt days later.

The only acceptable arrangement for paying May's rent will be for you to contact me (Paul Bosch) in writing to make an appointment for you to collect your rent. It will be subject to the same conditions as my letter of March 9, 2017.

Any further issues will be included in a letter mailed to you at this address, or Agostino's address since you have represented him as a co-landlord and we are uncertain as to your exact address. Any emergency maintenance requests will be made by telephone to Agostino. If he fails to respond, we will attempt to contact you by telephone. If you fail to respond, we will not be held responsible for any damages caused by a delay in repairing the problem.

We will not be available to monitor repairs from April 24, 2017 to April 30, 2017. As I reminded you in my letter yesterday, there is an April 30, 2017 deadline for the window repairs. I invite you to contact me to make arrangements for the repairs to be done. If you have not done so by April 15, 2017, another T2 application will be filed with the LTB. We have no objection to Agostino doing the repairs, or to your hiring others to do the repairs as long as they are capable of treating us with respect in our own home.

Sincerely;

Paul Bosch