From: louise chan < Sent: Monday, November 8, 2021 12:09 PM To: wolverton@islandstrust.bc.ca; Tahirih Rockafella <<u>trockafella@islandstrust.bc.ca</u>>; Dan Rogers <<u>drogers@islandstrust.bc.ca</u>>; Brad Smith <<u>bsmith@islandstrust.bc.ca</u>>; Cc: Risa Smith <<u>risa@rossia.ca</u>> Subject: Crystal Mountain Rezoning concerns

To the Galiano Island Trust Committee,

I am writing to express my concern about the proposed development by the Crystal Mountain Society. I have a house at **Expression**. We are especially worried about any problems that will arise with the proposed increase in density especially with water usage.

We have had dealings with Crystal Mountain in the past and because of this, I am very wary of any agreements that the organization makes. From personal experience, I know that the members of the organization are happy to promise anything in order to get what they want, but then fail to uphold their end of the contract.

In 2019, we rented our house for 4.5 months to Crystal Mountain because we were acquainted with a member of the organization who later asked us to rent out our house to his friends. I was hesitant to rent out our house at all, because we had never rented our home to anyone before, I was very pregnant at the time and we knew that we planned to be out of the country for the majority of the rental period. Members of Crystal Mountain promised that they had people who would take care of maintenance (this was included in the rental agreement) so we would never have to worry about any of that, and that at most 4 men would be staying at the home, they told us that the men would really only be using it to eat and sleep while they were studying at Crystal Mountain, and of course they promised that the house would be well taken care of and that there would be no damage.

Firstly, the organization misrepresented how our house would be used. We were told that the 4 male students would be away most of the day and would only be eating, sleeping, and meditating at our house. Instead, we found out later that our house was the main hub for the men of the group. It was the location for the majority of the men's meetings and group meditations for ALL the men enrolled in the workshop, not just the 4 who were living at the house. Furthermore, because of some papers that were left behind, we found out that our house was to be where any men would stay whenever there was a power outage since our home had an alternate source of heat. All men were directed to 'billet' at our house. This was also in direct violation of our lease agreement.

Even before the rental term began, there were problems. We were at the house a week before the renters were supposed to move in to give keys to our contacts at Crystal Mountain when we met 2 of the men who were to live at our house and another female Crystal Mountain student. We had arranged for cleaners to clean the house, but they asked if we would be willing to pay them to do it instead. In person, we agreed to pay \$200 for 10 hours of cleaning work. The next day, we got an email from one member of CM saying that they did 13 hours of work and could we pay \$260, and we agreed, then the next day we got another email from another member of CM asking for \$500 because it had taken longer than expected to clean. We paid the Crystal Mountain organization what they asked because we felt that we didn't want angry renters who would be in our house with all of our belongings still there. We do not know if the money even made it to those people who cleaned the house for us or if it really took

\$25 hours of cleaning. Knowing now their practices of not paying for labor because all of the students are meant to "volunteer", I personally doubt it. The organization then asked if renters could move in a few days early since the house was already vacant. They did not offer any compensation to us, but at this point we felt that because we had become friendly with some of the members, that it was basically like doing a favour for a friend. We were wrong to trust these people. They learned early on that they could take advantage of us and continued to do so.

There were problems with the well within a month of the renters moving in. The water coming out of the taps was not clear. Red Williams went out to take a look but was unable to determine the problem after the first inspection, but we were pressured by the organization to take care of the issue as soon as possible, saying that they could not wait for a well specialist to preform all of the diagnostic tests that were proposed. At this point, I had a newborn, and we were being contacted multiple times a day by phone/text/email by members of the organization to fix the problem. We had installed a brand new water filter the month that the renters moved in, but we were told by the maintenance person of the organization to purchase a very specific water filter that cost over \$7000.00. We were promised that this water filter, would solve the water problems and would at the very least function to clean the water. He also charged us for his labour, altogether over \$500, though Crystal Mountain had stated in the lease agreement that maintenance work would be covered by their members. The maintenance worker told us that he was never paid by Crystal Mountain and all time spent on maintenance was as a "volunteer" but he felt that because he had to spend too much time dealing with this issue and so he felt that we owed him some compensation. We paid him because we felt bad that he was not getting compensated for his time and we thought that he really had fixed our problem. However this new water filter failed after a couple months, so we basically spent that money for nothing. A member of Crystal Mountain later offered to buy this water filter from us (at a steep discount) to recoup our losses. By that point I wanted nothing to do with the organization and declined their offer.

Even after we did everything they asked regarding the well, and knowing how much money we spent in an attempt to remedy the situation, we were requested to give a discount to the renters for their hardship. At this point, we agreed that because the renters had to buy drinking water and went elsewhere to do their laundry for a couple weeks, we would reimburse them some amount for their trouble. Though we agreed to give them a discount but never agreed to an amount. We also agreed to give a discount to the renters, the men who had to endure the hardship. That was how this discount was presented to us by Crystal Mountain.

We lost the post dated checks that were given to us for payment of rent, so we did not cash any checks during the entire rental period. And for much of the time we were out of the country. We returned in March 2020 because of Covid. At this point we got in touch with Crystal Mountain asking them to send us the amount owed for our rent \$7980. They responded by saying that they would pay us only \$6500 in rent because they deserved a discount for the problems with the water. That is almost a \$1500 discount in rent that we never agreed to, but Crystal Mountain decided that they wanted to keep the \$1500 and so they did.

At this point, we had not been back to our house on Galiano because 'essential travel only' was in place due to covid. I really just wanted this ordeal to be over with and so, we accepted the \$6500 and I thought the matter was over. What I did not know at the time is that no money was ever going to be reimbursed to the students. The Crystal Mountain organization kept that \$1500. I only found out months later when one of their members explained to me that the students pay a tuition for their classes + room/board so any discounts in rent would go directly to the organization since the lease was signed with them.

We had never rented out our house before, and we have expensive items in the house, specifically our Stickley dining room set (cost over \$20000). I communicated my reservations about any possible damage to our home. The Crystal Mountain members we dealt with told us to write into our lease anything special that we wanted the renters to do. In the end, my only request was that our dining room table be covered at all times. But of course this did not happen. Our tabletop was ruined by the renters. The table seats 12, is very large, and in order to be refinished would need to be taken off island. I was very upset because I had specifically mentioned this table before agreeing to rent the house and had written into the lease that it was to always be covered. Also, we had repeatedly been told that the renters were taking such good care of our house, and so I was shocked to see such obvious damage to furniture. There was also other damage to other furniture and household items and also missing kitchen items (specifically a Staub cast iron Dutch oven \$400) that Crystal Mountain refused to reimburse us for.

They tried to say that the table was not their responsibility either, but that clause was specifically written into the rental agreement. In the end, the organization after holding back \$1500 in rent owed, reimbursed us \$2500 in damages (the cost of refinishing the damaged table and chair). They refused to pay for the cost of actually transporting the table off island, which was well over \$1000 round trip. They offered to have one of their members move the table in the back of a truck, uninsured. We declined that offer.

They took months to get back to me. They would ignore repeated emails and phone calls. They kept telling me that we would reach a decision that both parties would be happy with. When we were not satisfied, Crystal Mountain said that we could take the matter to court. I understand that many of these problems were a result of our naivety. We should never have rented out our home because we didn't know what it entailed.

I just wanted this committee to have some knowledge of what it was like to deal with this organization. We did everything they asked of us and more because we trusted that they would uphold the rental agreement and at the very least we would return to a home that was well taken care of and clean. We believed them and that was our mistake. They intended to deceive us from the beginning. They knew that more than the 4 men might stay at our home and never disclosed that fact, they also knew that our house would be used as a location for daily meetings. If we had known what we do now, we would never have agreed to rent to this organization. We had people living in our house causing damage, and in return we are out over \$2000, still have a damaged table, and a useless water filter.

Please let me know if you would like any more clarification or supporting documentation.

Sincerely, Louise Chan