

Professor J.R.S. Prichard
Office of the President
Simcoe Hall
27 King's College Circle
University of Toronto
Toronto, Ontario
M5S 1A4

By fax: 971-1360

April 15, 1997

Dear Professor Prichard:

Toronto Action for Social Change (TASC) is a loose-knit coalition of friends and activists which has been challenging the provincial government of Mike Harris, as well as the "corporate agenda," through acts of non-violent resistance (including civil disobedience) in the tradition of the Rev. Martin Luther King, Jr. and Mohandas K. Gandhi.

It is our understanding that the University of Toronto is the "legal landlord" of the physical location of the provincial government - Queen's Park. As such, we believe that you therefore carry the legal responsibilities outlined in the *Landlord and Tenant Act*.

In Section 107 of the *Landlord and Tenant Act*, there are six reasons outlined, beyond the non-payment of rent, that give the landlord the legal right to begin an eviction process against a tenant. We believe that the current actions of the Harris Government meet the "qualifications" for being evicted. As such, we are formally requesting that you begin an eviction process of the Harris Government from Queen's Park on the following grounds:

1. For causing undue damage to the premises either willfully or through negligence.
While the Harris Government may not have actually caused "undue damage to the premises" one could argue that they have "willfully" damaged the province by undertaking more than \$8.2 billion in budget cuts. These cuts have been partly undertaken to pay for a tax cut in which more than half of the "savings" will go to the top ten percent of tax filers. These cuts include more than \$1.3 billion from health care, more than \$1.0 billion from public schools, and approximately \$658 million from municipal services.

2. For substantially interfering with the reasonable enjoyment of the premises by the landlord or other tenants.
If one could define "other tenants" as the citizenry of Ontario, then one could argue that the Harris Government has "substantially interfer(ed) with the reasonable enjoyment" of Queen's Park by transforming it from an institution of democracy for all to a place where cabinet ministers may exercise dictatorial powers. As an example, Bill 26 gives the Minister of Health dictatorial powers over Ontario's community hospitals, with the authority to depose hospital boards and to take over hospitals directly, to run them, to shut them down, or to force mergers. The Minister of Health through Bill 26 can also dictate what medical services a hospital can or cannot provide.

3. For seriously impairing the safety, other lawful right or privilege or interest of another tenant by act of omission.
One could argue that the Harris Government has "impair(ed) the safety" of the residents of Ontario - particularly workers - by eliminating (through the Ministry of Labour) the support for health and safety inspectors and disbanding the Workplace Health and Safety Agency, which may result in more workers being injured or killed on the job. In fact, the Harris Government has also abolished mandatory inquests when workers are killed on the job.

4. **For the amount of persons occupying the premises exceeding the number permitted by health, safety, or housing standards.**

By failing to adequately call upon the residents of Ontario for their input into significant pieces of legislation through legislative committees at Queen's Park, we concede here that the Harris Government has not "exceed(ed) the number permitted" at Queen's Park.

5. **For performing an illegal act or carrying on an illegal business on the premises.**

The clearest example one may be able to put forward here is the Harris Government's refusal to abide by the results of the March 3 referenda when 391,689 residents - or 76.1% of those who cast a ballot - voted no to the amalgamation of the municipalities within Metropolitan Toronto. It should be noted here that more people voted against amalgamation than voted for the Harris Government in Metropolitan Toronto.

6. **For knowingly and materially misrepresenting their income or that of other family members if they reside in public or subsidized housing.**

While there may be income/ asset disclosure requirements on the part of cabinet ministers, and we do not know if they have "misrepresent(ed) their income," one could argue here that the Harris Government has "knowingly" spread untruths about welfare recipients and have used these scapegoating tactics to cut social assistance rates by 21.6 percent. It has been argued that if applied to prisoners of war, the \$3.00 a day Tsubouchi food budget for welfare recipients would be a war crime under the Geneva Convention

Much of our argumentation is predicated on the assumption that what the Harris Government has done to the province reflects on the symbolic home of the province - Queen's Park - and that in a time when citizens are being reduced to mere "consumers" it is not so far-fetched to consider citizens as the "symbolic tenants" (points 2 & 3) or as "family members" (point 6) of Queen's Park.

We have enclosed Form 5, which is the Notice by Landlord of Early Termination for Breach of Obligations by Tenant form, for your consideration.

We would like to make it very clear that if you indicate to us that you will not proceed with a formal eviction of the provincial government from Queen's Park, that we will present a "people's eviction notice" to the government on Monday June 16, 1997. We believe that we have some authority to proceed with this action given the reality that while the University of Toronto may be the legal landlord of Queen's Park, the people are the true landlords of the building given the public nature of Queen's Park.

Please feel free to contact us directly at either 651-5800 or 598-4945.

Best Wishes,

Brent Patterson & Sandra Lang
on behalf of Toronto Action for Social Change

FORM 5

Landlord and Tenant Act

NOTICE BY LANDLORD OF EARLY TERMINATION FOR BREACH OF OBLIGATIONS BY TENANT
(Section 107)

(Please print or type)

TO:

<u>PREMIER MIKE HARRIS AND ALL MEMBERS OF THE TORY GOVERNMENT</u> NAME OF TENANT

I hereby give you notice to deliver up vacant possession and occupation of the premises:—

<u>QUEEN'S PARK (ONTARIO LEGISLATURE)</u>		
APT./UNIT NO	STREET NO	STREET NAME
<u>TORONTO</u>		POSTAL CODE
MUNICIPALITY		

which you hold of me as Tenant, on the 16 day of June, 19 97

A. Reason (check one or more as applicable):

1. The tenant or his or her guests have caused undue damage to the premises either wilfully or through negligence.
2. The tenant or his or her guests have substantially interfered with the reasonable enjoyment of the premises by the landlord or the other tenants.
3. The tenant or his or her guests by an act or omission have seriously impaired the safety or other lawful right, privilege or interest of another tenant.
4. The number of persons occupying the premises on a continuing basis exceeds the number permitted by health, safety or housing standards.
5. The tenant has performed an illegal act or carried on an illegal business on the premises.
6. A tenant in public or subsidized housing has knowingly and materially misrepresented his or her income or that of other members of his or her family occupying the residential premises.

B. Particulars of Breach (set out briefly description of tenant's acts or omissions that justify landlord's allegations under Heading "A" Reasons):-

For carrying out policies and acts which have seriously impaired the lives of hundreds of thousands of Ontario residents and for physical damage to the environment of the province. For particulars, refer to enclosed addenda.

Relief from Termination if Situation Corrected. (Applicable only to Reasons 1, 2, 3 and 4 if this is the tenant's first breach in 6 months.)

I require you, within seven days to:—

- | | |
|-------------------------------|---|
| (If Reason 1 applicable) | (a) pay the reasonable cost of repairs which are <u>\$8.2 Billion</u> , or |
| | (b) make arrangements satisfactory to me for paying the above costs; or |
| | (c) make the repairs to my satisfaction; or |
| | (d) make arrangements satisfactory to me for making the repairs. |
| (If Reason 2 or 3 applicable) | Permanently cease and desist from the activities which are set out under Heading "B". |
| (If Reason 4 applicable) | Reduce the number of persons occupying the premises. |

If you correct your breach of obligations within seven days, this notice of termination will become null and void. However, another breach within six months will result in a notice of termination without an opportunity to remedy the situation.

Dated this 21 day of May, 19 97

Signature of landlord or authorized agent

<u>The People of Ontario</u>		
Name of Landlord/Authorized Agent		
Municipality	Postal Code	Phone No.