

**ONTARIO SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

LEAH DYCK

Applicant / Moving Party

*and*

BARRIE MUNICIPAL NON-PROFIT HOUSING CORPORATION

Respondent

AFFIDAVIT OF *LEAH DYCK*

I, *Leah Dyck*, of the City of Barrie, in the County of Simcoe,

MAKE OATH AND SAY:

1. I've been a tenant of the Respondent since 2009, and I'm also the sole Trustee of The VanDyck Foundation. As such, I have knowledge of the matters contained in this affidavit, except where stated to be based on information and belief, in which case I believe them to be true.
2. The VanDyck Foundation, with charitable status number 77364 5148 RR0001, serves and therefore represents a population group of disadvantaged, disabled and/or racialized women, in receipt of at least one social assistance benefit, and/or whom are in receipt of a housing subsidy, all of whom are persons of enumerated or analogous grounds.

3. I also represent the Complainant group in the proposed derivative action.
4. As the Founder and sole Trustee of The VanDyck Foundation and its corresponding food security program, Fresh Food Weekly, I coordinated the delivery of over half-a-million dollars' worth of fresh food to low-income households in the City of Barrie and the Township of Innisfil between June 2021 and January 2024.
5. Between June 2022 and January 2024, the Fresh Food Weekly program delivered fresh food to +8,000 beneficiaries in its service area.
6. My charity didn't start servicing Innisfil until January 2023.
7. By the time my food security program closed down in January 2024—due to lack of sustainable financial support—49 per cent of my food security program's recipients resided in public housing with either the Respondent or the Simcoe County Housing Corporation ("SCHC").
8. I am uniquely positioned to not only observe, through qualified access, the impacts and affects of the Respondent's contraventions, but I also continue to experience these impacts and affects myself, as I am a rent-geared-to-income ("RGI") tenant of the Respondent with Special Priority Status.
9. It was through my qualified and privileged access to the Respondent's tenants' living conditions that I observed the need to establish a food security program for the sole purpose of providing "some level" of liberty to life to the Respondent's tenants, as well as to other exploited residents in the County of Simcoe.

10. It was through my role as a tenant of the Respondent that I became aware of the Respondent's breaches of contract, breaches of fiduciary duty, and other criminal wrongdoings.
11. I, through my registered charity, have been acting on behalf of the Respondent in my role as sole Trustee of The VanDyck Foundation since 2022.
12. The VanDyck Foundation serves and therefore represents the Complainant group. In the proposed derivative action, the Complainant group are the Respondent's tenants in whom have been overcharged rent monies and to whom those overcharged rent monies have not been returned.
13. The Complainant group is essentially a debt obligation holder because it has the legal right to be repaid overcharged monies with interest.
14. The Complainant group is owed a fiduciary duty, for which the Respondent has not fulfilled.
15. During the Covid 19 pandemic in 2020, there was a time period when non-essential workers were not allowed to physically go to work. Consequently, social assistance administrators such as Ontario Ministry of Children, Community and Social Services ("CCSS") and Employment and Social Development Canada ("ESDC") employees were not able to physically go to work.
16. This resulted in all social assistance beneficiaries receiving the maximum amount of monetary benefits via automatic deposit, even though they weren't eligible for the maximum amounts. Refer to **Exhibit "S"** on page 73 of the 'Affidavit Exhibits' document.

17. Consequently, social assistance beneficiaries such as myself received too much money and are now paying it back incrementally each month. This is not the problem. This explanation simply describes the circumstances leading to the rise of this notice of application for leave to commence a derivative action.

18. In January 2021, the Canada Revenue Agency (“CRA”) assigned me Trust number T37 4879

38. Refer to **Exhibit “I”** on page 19 of the ‘Affidavit Exhibits’ document.

19. In late 2021, I became aware of an overcharge on my housing account file after I asked the Respondent if my rent would decrease since I had been laid-off from a job I had for nearly five years.

20. I asked the Respondent about my revised rental rate on four separate occasions. Refer to **Exhibit “C”** on pages 3-4 of the ‘Affidavit Exhibits’ document:

(a) Sept. 28, 2021: *“Since my income has gone down, will my rent amount be lowered as well?”*;

(b) Feb. 5, 2022: *“Could you tell me my new amount and how much I’m now owing for the month of January?”*;

(c) Mar. 14, 2022: *“Would you be able to tell me how much I owe for Mar. 1st?”*;

(d) Apr. 10, 2022: *“I have asked Adele, and you, multiple times as to how much this credit is. No one wants to tell me... Can you guys please tell me how much this credit is?”*

21. On August 28, 2024, the Respondent submitted their Form 2 response to the HRTO and in paragraph 17. Refer to **Exhibit “B”** on page 2 of the ‘Affidavit Exhibits’ document:

*“...the applicant promptly received a refund for her overpayment.”*

22. On October 4, 2024, the Respondent served the Applicant more legal documents, including an affidavit of Mary-Anne Denny-Lusk. Paragraph 14, a, of Mary-Anne's affidavit states:

*"...Upon discovery of such overpayment, Barrie Housing credited the respondent with a cheque in the sum of \$2,628.53..."*

23. Clearly, Barrie Housing did not "promptly" return my overcharged monies, nor did it return them "upon discovery".

24. The Respondent conducted various audits / reviews on my housing account file between October 2021 and April 2022. Refer to **Exhibit "E"** f on page 8 of the 'Affidavit Exhibits' document:

(a) March 16, 2022, Christel St. Amand: *"Ok, I finished up the review..."*

(e) April 12, 2022, Christel St. Amand: *"...The accounting department is reviewing your file..."*

(f) April 13, 2022, Soula White: *"...I heard back from accounting and the hold up on the review of our file is because of the amount of the credit. It is in the final stages of being audited to make sure it is a true credit..."*

25. It wasn't until I threatened to expose the Respondent to national news outlets for not telling me the amount of my overcharge when it gave me an answer to my questions regarding my rental decrease (this below statement is found in **Exhibit "C"**) on page 4 of the 'Affidavit Exhibits' document.:

April 25, 2022: *"Also, will you guys be letting everyone else know that they have also been overcharged? Or are you going to pretend like that didn't happen either and keep letting them make payments on their overpayment to ODSP each month? Do you not realize we're all starving? I intend to tell everyone in this building and*

*all your other buildings who are on ODSP about this because none of you people can be trusted about anything. So this is a heads up of my intentions if BMNPHC continues to refuse to do the right thing and not give back all the money you know is theirs. I might even see if CBC radio would be interested in hearing about this massive theft as well. I can gather proof and evidence from everyone I can think of - their pay statements will all be available online in MyBenefits and there will be no notices of readjustments from you guys in their own personal files. Maybe even CTV news would be interested in this as well. I'm sure you've seen my previous interview on CBC and CTV that's posted on the home page of my website: [www.FreshFoodWeekly.com](http://www.FreshFoodWeekly.com) ? Feel free to see if I'm lying about that too. It's only going to infuriate me more if other starving people reach out to you and ask about their overpayment and they're ignored like I was for months..."*

26. The Respondent's CEO, Mary-Anne Denny-Lusk, and I scheduled a phone call for April 26, 2022 to discuss the overcharge on my housing account file.

27. I informed Mary-Anne that I would be recording this phone call.

28. During this recorded phone call, Mary-Anne made the following statements at the following time stamps. Refer to **Exhibit "F"** on pages 9-11 of the 'Affidavit Exhibits' document:

- (a) Time stamp 1:04: *"...But there is a large credit and a significant portion we can absolutely release before we even talk about that; the ODSP piece."*
- (b) Time stamp 12:48: *"...when we do our calculations, because I'm assuming that this is all you making overpayments because if you're double paying on your rent we owe that money back to you not to ODSP."*
- (c) Time stamp 17:05: *"...and we'll just communicate that with you. Like, we'll break it down. This is how much is going to you, this is how much is going to ODSP, and then by the end of this, your balance should be zero."*

29. I knew the Respondent overcharged other RGI tenants as well but at the time (April 2022), I didn't have the financial or mental wherewithal to pursue legal action against the Respondent.

30. During the recorded phone call between myself and Mary-Anne, I explained to Mary-Anne how Ashley Sutherland made what I thought was an honest mistake at the time.
31. I explained to Mary-Anne how Ashley called me and told me I didn't owe anymore rent money that month, and instructed me not to pay rent the following month. But that didn't make any sense to me, so I asked her if she was sure. Ashley proceeded to list-off all the payments I made that year, and concluded I didn't owe more money. Refer to **Exhibit "F"** on pages 12-13 of the 'Affidavit Exhibits' document
32. On the first day of the following month, though, I found an eviction notice on my door and was billed the \$175 eviction filing fee. Refer to **Exhibit "G"** on pages 14-17 of the 'Affidavit Exhibits' document.
33. I called Ashley Sutherland multiple times and left messages on her voicemail, but my calls were never returned. I also called other Barrie Housing managers and left them voicemails too, but they didn't return my calls either.
34. When I told this to Mary-Anne during the recorded phone call, she said to me, at time stamp 20:07:
- "Oh, so it's, it's an L1 fee, so it's not an eviction notice, it's just a late payment notice. I know that that makes a difference, but yeah, it get automatically gets filed."*
35. If you look at the notice I found on my door, though, the title of this form is: *"Application to Evict a Tenant for Non-payment of Rent and to Collect Rent the Tenant Owes FORM L1"*.
36. Not only did Mary-Anne refuse to acknowledge Ashley's mistake, she lied about the title of the form. This incident in 2019 is what led me to conclude that I need to record all phone calls with Barrie Housing employees going forward.

37. I brought up Ashley's "mistake" again to Soula White on April 10, 2022, in my email to her, and stated:

*"...Your co-worker, Ashley has already stolen \$175 from me once in the past. And I will NEVER forget that..."*

38. I also brought up Ashley's "mistake" again to Soula White and Mary-Anne in my email I sent them on April 25, 2022. Refer to **Exhibit "C"** on page 4 of the 'Affidavit Exhibits' document. In this email, I stated:

*"...As far as I know you could be lying just like Ashley did and you'll send me an eviction notice in May with a \$175 eviction fee in addition to my regular rent, just like she did. And then when I call you and ask you about it, you'll ignore all my calls and never call me back, just like Ashley did... you'll just keep sending eviction letters instead of admitting you made a mistake and then make me literally pay for it, just like Ashley did.*

*If you must speak to me on the phone about this, I'll have to start recording calls with TapeACall and that costs money which you all know I don't have... But I will spend the few dollars I do have so you can't steal another \$175 from me for Karen's mistake and Adele's coverup (I specifically asked Adele about this and she pretended that I didn't ask when she re-calculated my rent, but I have it in my emails that I did ask her about this)..."*

39. I also brought Ashley's "mistake" up again to Barrie Housing's lawyer, Riley Brooks, on October 17, 2022, when he demanded that I remove all my Facebook posts. Refer to **Exhibit "L"** on page 36 of the 'Affidavit Exhibits' document. This is when I said:

*"...One of the barrie housing staff, Ashley, stole \$175 from me personally. So yes, BMNPHC steals. I will absolutely not remove any remarks referring to them as thieves because they are thieves. Because of Ashley. The fact that this even happened*



*is infuriating. But what can I do about it? I told so many managers and none of them cared. Ashley still gets to keep working, and still gets to keep making costly mistakes and your client's piss poor tenants still have to pay for her mistakes..."*

40. I just described tyranny.

41. On May 9, 2022, the Respondent issued a cheque to me in the amount of \$2,628.53, and I did not receive any financial breakdown for it. At the time, though, I did not suspect the Respondent of being dishonest about the amount of my overcharge. Refer to **Exhibit "H"** on page 18 of the 'Affidavit Exhibits' document.

42. On June 26, 2022, I amended my charitable purpose trust governing document for The VanDyck Foundation. Refer to **Exhibit "J"** on pages 30-31 of the 'Affidavit Exhibits' document.

43. In July 2022, my charity received charitable status from the Charities Directorate at the Canada Revenue Agency ("CRA"). Refer to **Exhibit "K"** on pages 9-11 of the 'Affidavit Exhibits' document.

44. In October 2022, the Respondent threatened to take legal action against me for fundraising, which was the publishing of a series of 12 Facebook posts regarding my charity's beneficiaries. Refer to **Exhibit "L"** on pages 32-36 of the 'Affidavit Exhibits' document.

45. One of the above threatening letters was delivered to me on October 17, 2022, and it included the following statement;

*"Your letter indicates that you are fundraising on the backs of these posts, which is troubling."*

46. To this day, I still don't know why this method of fundraising is troubling to the Respondent. Regardless, these threatening letters are harassment.

47. The Respondent claimed that all 12 of my Facebook posts defamed the Respondent, even though only four of the posts were about the Respondent's tenants and only three of those posts even mentioned the Respondent by name. Refer to **Exhibit "M"** on pages 37-60 of the 'Affidavit Exhibits' document.

48. In the October 5, 2022 threatening letter, the Respondent stated;

*"Our client hereby demands that all posts published by you on all social media platforms be immediately removed... Failing which, if the posts are not permanently deleted on or before October 7, 2022, our client will have no choice but to consider further legal action against you... Not only are the posts published by you untrue, but they are deeply offensive to the employees of our client..."*

49. I've never published anything that was false or defamatory.

50. On October 17, 2022, the Respondent's lawyer invited me to speak to the Respondent's CEO, Mary-Anne Denny-Lusk to discuss the contents the 12 Facebook posts at issue.

51. On October 17, 2022, I agreed to meet with Mary-Anne in her office to discuss the contents of these 12 Facebook posts. I also agreed to change the name of Barrie Housing to Simcoe County Housing if it turned out that I was incorrect in my accusations about Barrie Housing.

52. The Respondent ignored my email response, in which I agreed to come-in and meet with Mary-Anne to discuss the 12 Facebook posts listed above.

53. In January 2023, I formed an Advisory Committee for my registered charity, The VanDyck Foundation.

54. Members of my charity's Advisory Committee agreed to sit on the committee for a one-year term and some of these members included:

(a) City of Barrie Mayor Alex Nuttall;

(b) CEO of The United Way Simcoe Muskoka Brian Shelley;

(c) Executive Director of The Barrie Community Foundation Sarah Ingram; and

(d) CEO of Habitat for Humanity Huronia Rob Cikoja.

55. On April 21, 2023, I was informed by the CEO of Habitat for Humanity Huronia, Rob Cikoja, that the County of Simcoe will never financially support The VanDyck Foundation because of "those posts" from 2022. Refer to **Exhibit "N"** on page 61 of the 'Affidavit Exhibits' document for evidence of me and Rob arranging this lunch meeting.

56. On June 18, 2024, I was doing research for a PSI Foundation grant and found an article titled, *'NYCHA Tenants Sue Over Early Exclusion From State Pandemic Rent Relief'* published on CityLimits.org.

57. This is when I realized that the Respondent did to us exactly what the New York City Housing Authority ("NYCHA") did to its tenants. Refer to **Exhibit "T"** on pages 74-75 of the 'Affidavit Exhibits' document for articles explaining the NYCHA and BMNPHC comparisons.

58. Consequently, I filed an Application 1 Form with the Human Rights Tribunal of Ontario ("HRTO") and on July 25, 2024, the HRTO served the County of Simcoe, the City of Barrie,

the Simcoe County Housing Corporation (“SCHC”) and the Respondent an Application of Notice.

59. On July 16, 2024, I submitted a Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) request to the County of Simcoe seeking the number of bedrooms per RGI unit of the Respondent’s 14 housing projects. Refer to **Exhibit “O”** on pages 62-65 of the ‘Affidavit Exhibits’ document.

60. On August 14, 2024, the City of Barrie made a by-law for the sole purpose of preventing my charity from obtaining the number of bedrooms per RGI unit within the Respondent’s 14 housing projects within the City of Barrie, which is essential for an appraisal, which would have allowed me to know the estimated costs of constructing a sheltered refrigerated mailbox cluster, which is mandatory when applying for grants. Refer to **Exhibit “P”** on page 66 of the ‘Affidavit Exhibits’ document for the transcript and link to this City Council meeting.

61. On August 30, 2024, at 4:40 PM, I submitted a document titled, ‘Form 11 Attachment.pdf’ to the HRTO and to all of the respondents. In this attachment, I revealed the identity of the person featured in testimony #3 with supporting evidence, whom is Yanet Montero, and whom lives in the [REDACTED] housing project [REDACTED] in Barrie, Ontario. Refer to **Exhibit “PP”** on pages 149-150 of the ‘Affidavit Exhibits’ document.

62. In September 2024, the Respondent launched a defamation lawsuit against me, denying all my claims of everything and accusing me of being a liar. This is retaliation and harassment, and this is also prohibited in the *Ontario Human Rights Code*.

63. In Barrie Housing’s Factum filed with the Ontario Superior Court of Justice, dated October 4, 2024, it continues to allege that all 12 posts are defamatory (**Exhibit “PP”**).

59. The Respondent's defamation lawsuit is a strategic litigation against public participation ("SLAPP") because the Respondent doesn't want anyone to know who they are and what they do to vulnerable persons.

60. In the Respondent's Statement of Claim, dated September 16, 2024 (Refer to **Exhibit "A"** on page 1 of the 'Affidavit Exhibits' document), it states:

*"a. The defendant was receiving additional income supplements that she ought not be receiving and owed those funds back to the providers;*

*b. As a result, her income supplement providers had paid the defendant's rent directly to Barrie Housing, which resulted in an overpayment, which was to be returned to either the defendant or directly to the assistance provider."*

61. If you look at my ODSP ledger (refer to **Exhibit "Q"** on pages 67-71 of the 'Affidavit Exhibits' document), you'll see that ODSP did indeed re-start paying my rent directly to Barrie Housing on March 19, 2020. This is exactly two days after the premier of Ontario ordered a state-of-emergency, which is when the first lockdowns in Ontario started.

62. According to Barrie Housing, this is when "income supplement providers", such as ODSP, started making direct payments to housing providers on behalf of tenants in receipt of ODSP.

63. However, no one bothered to tell the tenants. So we continued paying our rent directly to our housing providers too.

64. This resulted in housing services providers, such as Barrie Housing, to be paid double rent each month. As it turns out, this wasn't the first time ODSP was paying my rent. As it turns out, I've been double-paying my rent to Barrie Housing, on-and-off, for **seven years**.

65. Now, we, the tenants, are all paying back ODSP each month, starving, while Barrie Housing pockets the extra money.

66. In Mary-Anne Denny-Lusk's affidavit sworn on October 4, 2024, paragraph 15 i) states (refer to **Exhibit "D"** on page 6 of the 'Affidavit Exhibits' document);

*"...The respondent herself admits in this phone call that she was receiving extra income that she ought not be receiving, which resulted in an overpayment of her rent, which was eventually returned."*

67. I have no idea which parts of the \$2,628.53 were overcharges due to receiving extra income supplements that I wasn't entitled to or how much was a result of ODSP's double payments.

68. Throughout 2020, I received income supplements from ODSP, CPP Disability, CERB and E.I. I have to pay back most of this money. Refer to **Exhibit "S"** on page 73 of the 'Affidavit Exhibits' document for screenshots of my bank account deposits made by income supplement providers throughout 2020.

69. On the morning of October 29, 2024, the County of Simcoe offered to do a "review" of my rental calculations. Refer to **Exhibit "JJ"** on page 136 of the 'Affidavit Exhibits' document.

70. Immediately after I received the above referenced email from the County of Simcoe, I responded and made the following statement (refer to **Exhibit "KK"** on page 137-138 of the 'Affidavit Exhibits' document):

*"... The best way to know if I'm still owed money is if you're able to review the audit Barrie Housing did on my file..."*

71. On October 29, 2024, the Respondent and myself attended a virtual urgent motion hearing, in which the Respondent lied to Justice V.V. Christie, denied its criminal wrongdoings and told the Motion Judge that I was the one engaged in a malicious, defamatory campaign against it.
72. The Respondent alleged I had no evidence and insisted the audit it conducted on the my housing account file in April 2022 wasn't a CRA audit, and therefore, was irrelevant.
73. Justice V.V. Christie didn't read the evidence or listen to the facts I spoke to her during the October 29, 2024 urgent motion hearing.
74. Consequently, Justice V.V.Christie ordered me to pay the Respondent \$7,500.00 in indemnity costs.
75. On October 30, 2024, I received my ODSP ledger from the CCSS, which indicated the number of payments made to the Respondent on my behalf, including the date of each payment and the dollar amount of each payment.
76. This is also when I discovered that the Respondent has been dishonest in the amount of my overcharge from 2022. The amount of the overcharge from 2022 is actually closer to \$4,000.00, and not the \$2,628.53 the Respondent continues to claim.
77. I don't have all the information I need in order to calculate my rental rates properly. Based on the information I do have, though, Barrie Housing still owes me money.
78. If you're wondering if Barrie Housing decided to pay-back ODSP, also without telling me, it didn't.

79. On November 1, 2024, my ODSP case worker, Ashley Walker, informed me that ODSP had not received any reimbursement from the Respondent at any point in time. Refer to **Exhibit “R”** on page 72 of the ‘Affidavit Exhibits’ document for a copy of these communications between myself and Ashley Walker.

80. On November 1, 2024, the Respondent’s lawyer delivered to me a letter, by email. Refer to **Exhibit “U”** on page 76 of the ‘Affidavit Exhibits’ document. The following statements were made by the Respondent in this letter:

*“7. Your tenant ledger shows a complete breakdown of all amounts paid (and returned) to you since 2010. The credit which you received in 2022 as a result of overpaying your rent has been returned to you in full. There are no outstanding funds to be returned.”*

*“9. Secondly, we understand you are seeking the “audit” which was completed on your file. There is no formal audit in the sense of an official financial examination by an auditor. The term “audit” that was referenced in communication to you refers to a “review” of your file. As has been communicated to you on several occasions, the review of your file resulted in a credit to you of \$2,628.53, which is all that is owed.”*

*“10. Our client maintains, as supported by the documentation, that there are no monies owing to you, whatsoever.”*

*“11. With due respect, the basis on which you believe you are entitled to monies is flawed and incorrect. There is no further information which exists. The information which does exist substantiates the true and complete history of your rent payments and the processing of a credit back to you for the correct amount of funds that you had overpaid together with ODSP.”*

*“12. Having said the above, the interim injunction is not a final order. Our client intends to proceed to trial to obtain a permanent injunction, together with damages, a public retraction, public apology, and costs.”*



81. Contrary to the Respondent's above statements, the audit documentation either does exist or it can be reproduced into existence. Furthermore, not producing this documentation is a breach of the Service Manager Delegation Agreement between the Respondent and the County of Simcoe.

82. On November 13, 2024, I served the Respondent with a REQUEST TO ADMIT. Refer to **Exhibit "LL"** on pages 139-140 of the 'Affidavit Exhibits' document.

83. On November 14, 2024, the Respondent delivered to me by email its RESPONSE TO REQUEST TO ADMIT. In paragraph 3, it stated (Refer to **Exhibit "MM"** on page 141 of the 'Affidavit Exhibits' document):

*"...paragraph 8 is not a proper request to admit but instead a request to produce a document, which document does not exist."*

84. The Respondent has already paid \$13,119.13 to its lawyer, Riley Brooks, in an effort to keep the contents of the audit / review documents concealed. Refer to **Exhibit "V"** on pages 77-78 of the 'Affidavit Exhibits' document.

85. The Respondent did not provide any kind of breakdown for the \$2,628.53 cheque.

86. The Respondent claims my tenant ledger is the financial breakdown document I've requested +10 times, despite the fact that this tenant ledger does not breakdown anything.

87. The Respondents' provided tenant ledger may be missing payments that appear on my ODSP ledger. I can't get the Respondent or the County of Simcoe to acknowledge this, let alone provide an explanation for it.

88. Paragraph 12 from the Respondent's November 1st letter to me is extortion (**Exhibit "U"** on page 76 of the 'Affidavit Exhibits' document).

89. On November 25, 2024, the CCSS told me in their Form 2 Response to the HRTO, which can be found in **Exhibit "AA"** on page 102 of the 'Affidavit Exhibits document, that;

*"...the complaint may be more appropriately made against the Barrie Municipal Non-Profit Housing Corporation and the Simcoe County Housing Corporation. The Ministry is not responsible for the actions of those corporations, their employees or their administration."*

90. I think the above statement made by the CCSS indirectly alleges both the Respondent and the SCHC of a mass-scale fraud scheme.

91. The Respondent has breached its Service Manager Delegation Agreement with the County of Simcoe by:

- (a) making RGI households pay a difference in rent calculations as a result of its own error;
- (b) Not issuing notices of rental changes to households;
- (c) Agreeing to implement, follow, adhere to and comply with all written policies, guidelines, procedures or directives established and issued by the Service Manager without limitation whatsoever;
- (d) Not forwarding requests for internal reviews to the Service Manager within two (2) business days following receipt of the request;

- (e) Not making information required in Section 54 of the Housing Services Act and Section 62 of the Regulation available for inspection to members of the public;
- (f) Not making personal information requested via MFIPPA request available to access to the person who requested access to it;
- (g) Not making the provider's directors, officers, employees, agents and volunteers comply with the standards prescribed to them under the Housing Services Act;
- (h) Not maintaining full and complete records of all reviews, undertakings, documents, papers, financial records and information which it produces in respect of the services it provides;
- (i) Not keeping hold of the above listed documents for a period of seven (7) years; and
- (j) Not complying with generally accepted accounting principles ("GAAP") in the treatment of rent-geared-to-income revenues.

92. Refer to **Exhibit "BB"** on pages 103-115 of the 'Affidavit Exhibits' document for a copy of the Service Manager Delegation Agreement between the Respondent and the County of Simcoe.

93. Refer to **Exhibit "CC"** on page 116 of the 'Affidavit Exhibits' document for a copy of section 102 and 103 of "The Regulation".

94. On December 18, 2024, the County of Simcoe delivered to me by email a two-page "review" of my rental calculations which did not include a financial breakdown either. Refer to **Exhibit "NN"** on pages 142-143 of the 'Affidavit Exhibits' document.

95. The “review” provided by the County of Simcoe is not a review at all. It simply reiterates a bunch of numbers I already knew.
96. The Respondent and the County of Simcoe are clearly concealing how RGI tenant rental rates are calculated.
97. The CCSS has made efforts to explain to the Applicant and help the Applicant understand some of the payments regarding her ODSP ledger. Refer to **Exhibit OO**” on pages 144-148 of the ‘Affidavit Exhibits’ document.
98. The Respondent has demonstrated a series of tactics of domination that function as a part of an overarching pattern of coercion and control over its RGI tenants.
99. I’ve asked many other RGI tenants of the Respondent if they were reimbursed rent monies and I’ve not found any tenants who were even informed of being overcharged, let alone reimbursed for being overcharged.
100. As of August 2024, the Respondent houses around 3,000 tenants.
101. The number of tenants the Respondent has potentially overcharged since 2016 is unknown, and will only become known through an investigation.
102. If the Respondent has overcharged 3,000 tenants in the amount of \$4,000.00 each, the Respondent currently has an outstanding debt obligation of \$12 million, in which it must pay back to the Complainant group immediately.
103. The true amount of the Respondent’s outstanding debt obligation to the Complainant group is unknown and will only become known through an investigation.

104. When the Respondent pays back its outstanding debt obligations, the Respondent will become bankrupt.

105. I shouldn't be sued for stating paragraph 109, yet the Respondent is trying to sue me for stating it (amongst many other statements).

### **Notice**

106. On November 30, 2024, I delivered by email to the Respondent's lawyer, Riley C. Brooks, a letter of notice of intent to prosecute the Respondent if it did not launch a derivative action against itself.

107. I, Leah Dyck, have given more than 14 days' notice to the members of the board of directors of the Barrie Municipal Non-Profit Housing Corporation of my intention to commence legal proceedings on the Barrie Municipal Non-Profit Housing Corporation's behalf.

108. Refer to "Schedule A" for a true copy of the notice provided to the board of directors.

109. To my knowledge, the Barrie Municipal Non-Profit Housing Corporation has not commenced legal proceedings against itself as demanded in the notice.

### **Good Faith**

110. I am acting in good faith. For the first time since at least 2019, the Respondent's subsidized tenants have someone (me), working on their behalf to ensure they have a right to life, liberty and Freedom.

111. Since at least 2019, I am the only person who's demonstrated a duty of care to the Respondent's subsidized tenants, which I did through the delivery of fresh food on a weekly,

biweekly and monthly basis (frequency of delivery depended on the year: 2021 was weekly, 2022 was monthly and 2023 was biweekly).

112. When the time comes, I will seek a court-ordered receiver to manage and protect the Respondent's assets, or to oversee liquidation proceedings so the Respondent can pay its debt obligations.

113. The Respondent has committed numerous crimes including fraud, extortion, acts of cruelty and torture, persecution, and apartheid. Refer to **Exhibit "DD"** on page 117 of the 'Affidavit Exhibits' document for evidence of torture, and refer to **Exhibit "II"** on pages 132-135 of the 'Affidavit Exhibits' document for evidence of apartheid.

114. The accumulated evidence provided as exhibits in this sworn affidavit amount to persecution.

115. Employees, directors, officers and others working for the Respondent need to be indicted for fraud, extortion, acts of cruelty and torture, persecution and apartheid because it is the only way justice can be served for the Respondent's victims, which they have a fiduciary duty to.

116. I will personally see to it that the Respondent and its employees are held liable for their crimes against humanity, which is my duty when acting in good faith.

117. On April 25, 2022, I made this statement to the Respondent's employees Soula White and Mary-Anne Denny-Lusk in an email (refer to **Exhibit "C"** on page 4 of the 'Affidavit Exhibits' document):

*"...Do you realize I've dedicated my life to righting the wrongs of BMNPHC? Obviously I'm not in much of a position to do much right now - Of course I can try to expose your organization for what it's done, and just pray that someone else cares as*

*much as I do about bullies taking advantage of their power and preying on the vulnerable. I will never forget the suffering your organization has caused me, my neighbours and everyone else who lives here. It's literally traumatized me. Like, do I sound like I'm okay? No, I sound like someone who can't tolerate abuse for another second!"*

118. Because of the Respondent's criminal wrongdoings, I've become a Social Justice Advocate and have dedicated my life to serving vulnerable persons who're taken advantage of, exploited by, and/or abused by those institutions who have power over them.

119. My position is—and always has been—that human beings have a right to life, liberty and freedom simply due to the fact that they are human beings.

120. I, Leah Dyck, have brought this application solely to ensure the directors and officers of the Barrie Municipal Non-Profit Housing Corporation comply with their duties—especially their fiduciary duties—to the Barrie Municipal Non-Profit Housing Corporation. In particular, I bring this application seeking leave to;

- (a) commence and prosecute the derivative action in the name of and on behalf of the Barrie Municipal Non-Profit Housing Corporation;
- (b) obtain from the Respondent, reasonable legal fees and any other costs reasonably incurred in connection with the derivative action;
- (c) obtain a court-ordered investigation into its business operations, especially its financial records; and

- (d) appoint a court-ordered receiver to settle the debt obligations of the Respondent once the investigation has concluded the exact dollar amount of each debt obligation, the number of debt obligations and to whom those debt obligations are to.

121. I genuinely believe the merits of the claim as set out in the draft Statement of Claim.

**Derivative Action Is in the Best Interests of the Corporation**

122. I believe it to be in the best interests of the Barrie Municipal Non-Profit Housing Corporation for Leah Dyck to pursue the claims asserted in the draft Statement of Claim on behalf of the Barrie Municipal Non-Profit Housing Corporation, because it would:

- (a) stop the directors and officers of the Barrie Municipal Non-Profit Housing Corporation from violating their fiduciary duties and contractual obligations;
- (b) allow the Barrie Municipal Non-Profit Housing Corporation to pay their debt obligations; and
- (c) permit the Barrie Municipal Non-Profit Housing Corporation to seek such non-monetary relief as is necessary to prevent similar acts or omissions from occurring in the future.

**Applicant Will Meet Duties as Derivative Plaintiff**

123. If I am granted leave to commence and prosecute a derivative action on behalf of the Barrie Municipal Non-Profit Housing Corporation, I will:

- (a) regularly consult with my counsel in order to be adequately apprised of the action's progress;



- (b) review the necessary documents to be adequately apprised of the action's progress;
- (c) instruct counsel at all stages of the action;
- (d) give such evidence as the Barrie Municipal Non-Profit Housing Corporation is required to give in the action according to the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194; and
- (e) prosecute the action in the best interests of the Barrie Municipal Non-Profit Housing Corporation.

129. I make this affidavit in support of the within application for leave to commence and prosecute a derivative action in the name and on behalf of the Barrie Municipal Non-Profit Housing Corporation pursuant to section 183, 184, and 186 of the *Not-for-Profit Corporations Act of Ontario* and for no other purpose.

**Sworn or Affirmed before me:** in person

at the City of Barrie in the County of Simcoe on *January 13, 2025*.



Signature of Commissioner (or as may be)



Signature of Deponent

*Courts of Justice Act*

*BACKSHEET*

*LEAH DYCK*

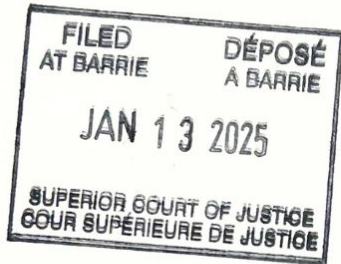
*-and-*

*BARRIE MUNICIPAL NOT-PROFIT  
HOUSING CORPORATION*

*Applicant / Moving Party*

*Respondent*

*Court File No. CV-24-00003257-0000*



ONTARIO  
SUPERIOR COURT OF JUSTICE  
PROCEEDING COMMENCED AT  
BARRIE

Affidavit of Leah Dyck

LEAH DYCK  
January 13, 2025

**Leah Dyck**  
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Self-represented Applicant

