

Response to Notice of Incomplete Application

Section 6.1

How the respondent was responsible:

1. The Barrie Municipal Non-Profit Housing Corporation (“BMNPHC”), also known as ‘Barrie Housing’, was responsible for filing the N7 to evict me and for scheduling the Notice of Hearing to evict me, which is being held on June 11, 2025, by submitting an application to the Landlord and Tenant Board (“LTB”).
2. In the BMNPHC’s Schedule A of it’s N7, which was filed with the LTB on February 11, 2025, it lists the following relevant false statements, which I believe make it clear that the BMNPHC’s application to evict me is reprisal:
 - a) **On or about July 25, 2024:** The Chief Executive Officer, Mary-Anne Denny-Lusk, was horrified to receive a malicious email from the Human Rights Tribunal of Ontario (“HRT0”), informing her that an application had been filed naming Barrie Municipal Non-Profit Housing Corporation (“Barrie Housing”) and several other parties. This marked the onset of a relentless campaign of online harassment and malicious defamation orchestrated by tenant Ms. Leah Dyck (“Ms. Dyck”), aimed at ruining Barrie Housing’s reputation and causing harm to its staff;
 - b) **On or before August 27 – August 28, 2024:** Despite Ms. Mayeta’s clear disavowal of any involvement, Ms. Dyck attempted to drag her into the HRT0 application by submitting a Form 10 requesting that Mayeta be included. This blatant disregard for Ms. Mayeta’s wishes demonstrated Ms. Dyck’s willingness to exploit anyone in her relentless pursuit of a fabricated narrative;
 - c) **On or about December 17, 2024:** Taking her harassment to a new level, Ms. Dyck filed a leave to commence derivative action against Barrie Housing, claiming that she was orchestrating a hostile takeover of the corporation. In her posts, she claimed Barrie Housing owed tenants millions of dollars, and she openly declared her intention to bankrupt the organization;
 - d) **On or about January 15, 2025:** Ms. Dyck’s harassment reached yet another low when she contacted the County of Simcoe to demand a formal review of her tenant file. Barrie Housing’s lawyer had to intervene, coordinating with the County to clarify the situation and protect the organization from further intrusion; and

- e) **On or about January 28, 2025:** The HRT0, recognizing the gravity of Ms. Dyck's claims, formally requested clarification from her, seeking a clear account of the allegations, timelines, and individuals involved. In an astonishing move, just five hours later, Ms. Dyck filed a Form 9 to withdraw her application, signaling a sudden retreat after months of damaging behavior.
3. I withdrew my original HRT0 application on January 28, 2025. The BMNPHC filed the N7 on February 11, 2025, and sent me Notice on February 13, 2025. So, exactly 14 days after I withdrew my original HRT0 application, the BMNPHC filed with the LTB to evict me.
 4. As seen in para. 2, a), the allegation is that Mary-Anne received a malicious email from the HRT0. The Notice of Application was not malicious.
 5. As seen in para. 2, b), I've been accused of "dragging" Yanet Montero into my original HRT0 application by using a Form 10 to request her inclusion. I did not request to add Yanet as a party. I cc'd her on two emails on August 28, 2024, which was my response to the BMNPHC's allegation that I harassed her in July 2024, because I asked her if she'd like to sign a House of Commons' petition (against the Ministry of Municipal Affairs and Housing). To the contrary, the BMNPHC asked Yanet to summarize her "dealings" with me, falsely, so it could establish malice, falsely, in both its defamation action against me, as well as in my original HRT0 application.
 6. As seen in para. 2, c), the BMNPHC has accused me of harassing it by filing a Notice of Application for leave to commence a derivative action.
 7. As seen in para. 2 d), the BMNPHC has accused my "harassment" of reaching another "new low" when I contacted the County of Simcoe to request a formal review of my rental calculations. The BMNPHC further described my request for a review as an intrusion, in which the County of Simcoe required protection from. To the contrary, ss. 156 to 159 of the *Housing Services Act* ("HSA"), and s. 138 of Ontario Regulation 367/11 and s. 10(6) of Ontario Regulation 316/19, all reference a tenants' right to request an internal review.
 8. As seen in para. 2, e), the BMNPHC accused the submission of my Form 9: Request to Withdraw an Application as a signal of retreat after months of "damaging behaviour". Regardless of what the reasons were for the HRT0's likelihood of dismissing my original HRT0 application, the BMNPHC would have used the dismissal as evidence against me in our other civil cases (this was not my only reason for withdrawing it).
 9. I also filed a Statement of Claim against the Ontario Ministry of Municipal Affairs and Housing ("MMAH") on January 27, 2025, with seven causes of action, one of them being

vicarious liability of the BMNPHC. How is filing a Statement of Claim for a new lawsuit signalling retreat? It's not. By leaving the MMAH suit out of its N7's Schedule A, the BMNPHC has attempted to strengthen its allegation that I've "retreated". I have not retreated at all.

10. All of these false allegations the BMNPHC made against me have created a poisoned environment for me to live in.
11. Furthermore, I did not harass Yanet by cc'ing her (and the all the other respondents) on two emails on August 28, 2024. I haven't talked to her since August 28, 2024, nor have I seen her since March 2024. Additionally, none of my other civil cases have been deemed vexatious and cannot be harassment. I genuinely believe the merits of the allegations I've made against the BMNPHC in all my civil cases (and my original HRT0 application from July 2024).
12. Finally, if the BMNPHC was concerned about Yanet's safety regarding my two emails in August 2024, and if it was concerned about other tenants regarding the letters I taped to the doors of other tenants in my building in August 2024, then why did the BMNPHC wait six months to file for eviction? To me, the BMNPHC doesn't care about the safety of its tenants. To me, the BMNPHC only cares about is its public image. To me, the sole purpose of the BMNPHC's application to evict me is to let others know that my behaviour (seeking justice) will not be tolerated.

Section 7

22. I will attach the 'Notice to End your Tenancy For Causing Serious Problems in the Rental Unit or Residential Complex N7' that the BMNPHC filed with the LTB on February 11, 2025.
23. I will also attach my 'Notice of Application for Leave to Commence a Derivative Action', because the BMNPHC included it as a contributing factor for my eviction in its N7 Schedule A.
24. Although I sent the Ministry of the Attorney General ("MAG") a Statement of Claim on January 27, 2025, I had to discontinue it because I learned, after sending it, that I had to deliver a Notice of Intent first, and then wait 60 days before filing my Statement of Claim. I can re-serve and re-file my Statement of Claim on April 21, 2025 (which I intend to do). Technically, this civil proceeding hasn't commenced yet, so I won't provide my Draft Statement of Claim, which I delivered to the MAG on February 18, 2025. Please let me know if you'd like a copy of my 88-page Draft Statement of Claim. I believe my attempt to commence this proceeding has influenced the BMNPHC's decision to evict me.

Section 8

25. Although I don't feel comfortable trying to calculate a dollar-amount for monetary compensation, I will try my best.
26. I think I should be awarded \$57,500.00 in monetary compensation. The financial breakdown is as follows:

General damages:	\$20,000
Poisoned environment:	\$7,500
Special damages:	\$20,000
Reprisal:	\$10,000
Total:	\$57,500

27. I came to this specific dollar amount based on the following jurisprudence:

Morgan v. Herman Miller Canada Inc.

28. In the case of *Morgan v. Herman Miller Canada Inc.*, employee Aldeen Morgan had taken the position that he was discriminated against by his employer, Herman Miller Canada Inc., on account of the fact that he was black man.

29. Human Rights Tribunal Adjudicator Geneviève Debané found that the Mr. Morgan had not established that the events complained of were evidence of any discriminatory or racist conduct on the part of the employer. Adjudicator Debané therefore dismissed those aspects of his claim.
30. However, although Adjudicator Debané made findings that the incidents complained of were not motivated by racism, the Tribunal still found that the company's failure to appropriately respond to Mr. Morgan's complaints was sufficient to result in an award of damages.
31. Adjudicator Debané held that an applicant need not prove that discrimination has occurred to benefit from the protection of s. 8 of the *Code*; the applicant must only have a genuinely held belief that the respondents were infringing his *Code* rights (para. 87).
32. Adjudicator Debané found that the decision to terminate Mr. Morgan's employment was made as a reprisal because he had claimed his *Code* rights by raising issues of harassment and discrimination in his workplace. Adjudicator Debané also found that the employer failed to adequately address, or take any steps in response to, Mr. Morgan's, albeit unfounded, allegations of discrimination and harassment. On this second point Adjudicator Debané wrote that:

Instead of dealing with the applicant's allegations in an appropriate manner, the company chose to terminate the applicant's employment. I note that the termination letter itself relies on the fact that the applicant was "profoundly unhappy". I find that this unhappiness was a direct result of the fact that he perceived that he was being treated in a discriminatory manner because of his colour. Although reprisal need only be one factor in the decision to terminate the applicant in order to find that the applicant was terminated contrary to his right to be free from reprisal under the *Code*, in my view the reasons in the respondent's termination letter were otherwise pre-textual (para. 108).

33. Similarly, instead of dealing with my allegations of discrimination, harassment and fraud, the BMNPHC is choosing to evict me. The eviction notice itself relies on allegations that I "maliciously" filed/mailed an HRTO application, requested to add Yanet Montero as a party using a Form 10, harassed the BMNPHC by filing a Notice of Application for leave to commence a derivative action, harassed the County of Simcoe for requesting a formal review of my rental calculations under s. 156 of the *HSA*, and "retreated" by withdrawing my original HRTO application.
34. In the Morgan case, adjudicator Debané's finding that Herman Miller's failure to address the applicant's workplace issues and ultimate termination from employment had a significant

impact on Mr. Morgan. She therefore awarded him \$15,000 as damages for injury to dignity, feelings and self-respect.

Sandford v. Koop

35. In *Sandford v. Koop*, the adjudicator summarized the following factors frequently used in assessing the appropriate quantum of general damages for the violation of the right to be free from discrimination:

- Humiliation and hurt feelings experienced by the complainant;
- A complainant's loss of self-respect, dignity, self-esteem and confidence;
- The experience of victimization;
- The vulnerability of the complainant; and
- The seriousness, frequency and duration of the offensive treatment.

36. Consequently, the tribunal ordered the respondent to pay \$20,000 in general damages for *Code* violations.

ADGA Group Consultants Inc. v. Lane

37. In *ADGA*, Ferrier J. of the Divisional Court outlined the factors to be considered in determining the quantum of awards under the *Code* as follows:

This court has recognized that there is no ceiling on awards of general damages under the Code. Furthermore, Human Rights Tribunals must ensure that the quantum of general damages is not set too low, since doing so would trivialize the social importance of the *Code* by effectively creating a 'license fee' to discriminate. Among the factors that Tribunals should consider when awarding general damages are humiliation; hurt feelings; the loss of self-respect, dignity and confidence by the complainant; the experience of victimization; the vulnerability of the complainant; and the seriousness of the offensive treatment.

38. In my case, this isn't the first time the BMNPHC has attempted to unlawfully evict me. The first time was in 2018. Then the BMNPHC started harassing me in 2022 regarding the 12 Facebook posts, accusing all 12 of being deeply offensive to it despite the fact that only three even mentioned the BMNPHC. Then, on September 16, 2024, the BMNPHC filed a defamation action against me, and told me I had been overcharged for a second reason; which was that I had received income supplements I wasn't entitled to. The BMNPHC withheld this material fact from me in 2022 (in 2022, the BMNPHC told me the reason I had been overcharged was for double-paying my rent). And now, the BMNPHC refuses to

accommodate my request for a breakdown, which would explain how it determined the amount of my overcharge.

39. In any event, the BMNPHC has committed a series of attacks against me beginning in 2018, and now they're trying to evict me again. In the Lane case, Justice Grace awarded the plaintiff \$20,000, noting that, "It recognizes the importance of the right that was infringed, the impact of the defendant's conduct on the plaintiff and the particular circumstances of the case" (para. 92).

Gricken v Andriano

40. In *Gricken v Andriano*, Janice Gricken brought an application before the HRT0 alleging discrimination with respect to housing based on sex, age, and perceived receipt of public assistance, as well as reprisal. The application was made against her landlord, Jacques Andriano.
41. Ms. Gricken had been a tenant of Mr. Andriano's for over three years, during which time he "made her personal life a misery" (para. 61). After Ms. Gricken brought her application before the HRT0, Mr. Andriano's attitude intensified. The Tribunal found that Mr. Andriano retaliated against her, constituting reprisal.
42. In particular, after the application was filed, Mr. Andriano issued unfounded eviction notices. The Tribunal held that, though some of Mr. Andriano's conduct occurred before the application was filed, the intensifying of his "acrimonious attitude" was still grounds for a finding of retaliation (para. 67).
43. The Tribunal also commented on the particularly vulnerable position of tenants in relation to their landlords. It affirmed unequivocally that tenants can reasonably expect to live in their homes without threats, condemnation, or humiliation. Ms. Gricken was awarded \$20,000 in compensation for injury to dignity, feelings, and self-respect.
44. Similarly, after I filed my original HRT0 application, the "acrimonious attitude" of the BMNPHC's CEO, Mary-Anne Denny-Lusk intensified, and after I withdrew it, her attitude got even worse, as seen in the tone of her N7's Schedule A. I should be able to live in my home without threats, condemnation, or humiliation.
45. The BMNPHC's failure to address my housing issues and its decision to terminate my tenancy is having a significant impact on me. I think I should be awarded \$20,000 as damages for humiliation, injury to dignity, feelings, self-respect, self-confidence, self-esteem, my experience of victimization, my vulnerability as a low-income single mother with a disability and on ODSP, as well as the seriousness, frequency and duration of the

BMNPHC's offensive treatment. I'm also noting that the BMNPHC's attempt to evict me now feels worse than its attempt to evict me in 2018.

Wesley v. 2252466 Ontario Inc. o/a The Grounds Guys

46. In *Wesley v. 2252466 Ontario Inc. o/a The Grounds Guys*, the applicant was a homosexual Aboriginal man who was also deaf. The applicant brought an interpreter to his interview. He was hired as a landscaper after an agreement between the parties that he'd communicate by way of writing on a note pad. The applicant attended the first day of training with the interpreter but the interpreter was sent home by the respondent as being unnecessary. After a short time, the applicant's supervisor and fellow employees became impatient and frustrated with the need to use notes to communicate and would often swear or complain before providing him with written instructions. Furthermore, on a specific date, an operator of the employer made sexual gestures toward the applicant and sexual and homophobic comments to him in front of other employees, who laughed. The applicant's hours of work and number of shifts were reduced until he was ultimately terminated due to "contract loss" and lack of work.
47. The Tribunal ordered \$25,500 financial compensation for breach of dignity, feelings and self-respect, comprised of \$18,000 for the disability related lay-off and \$7,500 for the poisoned work environment due to the remarks concerning the employee's sexual orientation.
48. The BMNPHC's remarks regarding my alleged harassment of another tenant (Yanet Montero), my alleged harassment of the BMNPHC (filing the Notice of Application for leave to commence a derivative action), and my alleged harassment of the County of Simcoe (for requesting an internal review of my rental calculations), and the BMNPHC's claim that my original HRTO application was malicious, have created a poisoned environment for me to live in.
49. In my case, I think the BMNPHC's creation of a poisoned environment to live in warrants an award of \$7,500.

Johnstone v. Canada Border Services Agency

50. In *Johnstone v. Canada Border Services Agency* ("CBSA"), the Tribunal ordered \$20,000 in special damages under s. 53(3) of the *CHRA* for "wilfully or recklessly" engaging in a discriminatory practice. With respect to these special damages, the CBSA submitted that the Tribunal had no reasonable basis to conclude that it engaged in the discriminatory practice wilfully or recklessly. The Court responded at para. 125, stating:

I disagree with the appellant on this point. The Tribunal's conclusion of wilful or reckless practice was largely founded on the CBSA's disregard for the prior decision of the Tribunal in *Brown*. The Tribunal concluded that in *Brown* it had ordered the organization to which the CBSA succeeded to prevent similar events from recurring through recognition and policies that would acknowledge family status. This was a reasonable interpretation of *Brown* by the Tribunal and a reasonable finding as to the CBSA's failure to follow that prior decision. As a result, the Tribunal acted reasonably in concluding that wilful and reckless conduct had occurred in this case.

51. In my case, the BMNPHC's refusal to explain how it determined the amount of my overcharge has caused me severe mental anguish and demonstrates a total disregard for accommodation requests from its disabled tenants. Compensation to deter the BMNPHC from denying this same accommodation request made by other tenants who need assistance in understanding their RGI rental calculations is warranted.
52. The Tribunal has the jurisdiction to award compensation in respect of each right breached, as in *Ketola v. Value Propane Inc.*, where \$10,000 was ordered for mental anguish for a finding of discrimination due to disability as well as \$10,000 in general damages and \$10,000 for mental anguish based upon a finding of reprisal.
53. I think I should be awarded an additional \$20,000 in special damages because the BMNPHC "wilfully or recklessly" engaged in the discriminatory practice of failing its Duty to Accommodate, which was a significant contributing factor leading to its decision to evict me. If the BMNPHC had explained how it determined my overcharge and if its explanation revealed no fraud, I wouldn't have filed any lawsuits against anyone. I even offered to publicly apologize if I was wrong about this whole thing. I think I should also be awarded an additional \$10,000 for mental anguish based upon a finding of reprisal.