

This is the 4th declaration of Kevin A. McLean in this HRTO Proceeding and it was made and duly executed on April 11, 2025

HRTO File Number: 2024-58615-I

HUMAN RIGHTS TRIBUNAL OF ONTARIO

BETWEEN:

KEVIN ALEXANDER MCLEAN

APPLICANT

AND:

TORONTO POLICE SERVICES BOARD, ANTHONY ROMANO, MICHAEL KOLANKOWSKI, SERGEANT CASSIDY, GOLDVIEW PROPERTY MANAGEMENT LTD., LATOYA FERGUSON, AND APHRODITE ARTOPOULO

DECLARATION #4 OF MR. KEVIN A. MCLEAN

I, Kevin A. McLean, disabled, of Toronto, Ontario, declare the following under the penalty of perjury and knowing any statement here that is a false statement to be an offence:

1. I declare the following facts to be true. Where I have declared information on belief, I cite the source of my belief. I adopt the definitions from the filed documents herein.
2. Attached hereto to this my declaration #4 and marked as **Exhibit "A"** are copies of documents that were filed involving the **RTA Proceeding**. They are enumerated accordingly.
3. I declare this evidence for no improper purpose, for purposes herein, and on the date of April 11, 2025.



Mr. Kevin A. McLean (B.A., J.D, CIM)

Exhibit “A”

Court file no. _____



FORM 14E

Courts of Justice Act

NOTICE OF APPLICATION

ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

KEVIN ALEXANDER MCLEAN

APPLICANT

AND:

APHRODITE ARTOPOULOS

RESPONDENT

Application pursuant *Residential Tenancies Act*, 2006, SO 2006, c 17 et seq ("*RTA*"), specifically by the operation of ss. 207(2)¹ of the *RTA*

Application pursuant to Rule 14 of the *Rules of Civil Procedure*, RRO 1990, Reg 194

[SEAL]

NOTICE OF APPLICATION

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing (*choose one of the following*)

- ☐ In person
☒ By telephone conference
☐ By video conference

at the following location

(Courthouse address or telephone conference or video conference details, such as a dial-in number, access code, video link, etc., if applicable)

on(day), (date), at(time) (or on a day to be set by the registrar

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date 27 - FEB - 2025

Issued by  H. LAWSON
 Local registrar

Address of
 court office

SUPERIOR COURT OF JUSTICE 330 UNIVERSITY AVE. 8TH FLOOR TORONTO, ONTARIO M5G 1R7	COUR. SUPÉRIEURE DE JUSTICE 330 AVE. UNIVERSITY 8E ÉTAGE TORONTO, ONTARIO M5G 1R7
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TO:

Mrs. Aphrodite Artopoulos
64 Roosevelt Road
Toronto, Ontario, M4J 4T7

(the “Landlord”)

APPLICATION

1. The Applicant makes application for the following relief.
2. The Applicant refers and cross-references to the hearing record as it was (and then supplemented) pursuant to the order of Vice Chair Delorenzi that the Application’s motion for an urgent hearing was granted but now in the form of a Compendium pursuant to the *Rules of Civil Procedure*. The Applicant adopts the definitions from those filed documents and they have the same meaning herein as they do therein.
3. Where there are any previous references to the Tribunal hearing and deciding issues, it is presumed and assumed that it now refers to the ONSC.
4. The **Applicant** seeks the following orders pursuant to the *RTA*:
 - a. **ORDER #1**: Reoccupation, reinstatement, or a repossession pursuant to section 23(3) and 25.01 of the SPPA, section 31(1)(f), 31(3) to (5) of the *RTA* and the legal precedent enunciated in *Seguin*;
 - b. **ORDER #2**: Declaration that the Landlord has abused the process of the Tribunal pursuant to section 23 and 25.01 of the SPPA (see: Tab 21, page 446);
 - c. **ORDER #3**: An Order, Declaration, Determination and/or Finding that the front door of Rental Unit 410 was and is not a “common area”;
 - d. **ORDER #4**: An Order, Declaration, Determination and/or Finding that the Landlord breached sections 22, 23 and 24 by altering the locking systems involving the front door;
 - i. An Order, Declaration, Determination and/or Finding that shall pay the sum of \$2,500 for breaching of section 24 of the *RTA* and pursuant to section 31(1)(f) of the *RTA* on account of compensation for engaging in said conduct;
 - e. **ORDER #5**: An Order, Declaration, Determination and/or Finding that the Landlord breached section 24 of the *RTA* by altering the locking system of the **Applicant** Tenant’s FOB to the Minto Complex on September 24, 2024;
 - i. **ORDER #5(A)**: An Order, Declaration, Determination and/or Finding that the Landlord is required to provide a replacement key and replacement FOB at her expense and leave the same for Mr. McLean’s pick-up by Monday, November 18, 2024;

1. **ORDER #5(B)** (in relation to **ORDER #5**: An Order that the Landlord shall pay the sum of \$2,500 for breaching of section 24 of the *RTA* and pursuant to section 31(1)(f) of the *RTA* on account of compensation for engaging in said conduct;
- f. **ORDER #6**: An Order, Declaration, Determination and/or Finding that the Landlord authorized the Condo Manager in the indirect ousting and dispossession of McLean from the Minto Complex and RU 410 on September 23, 2024 by the language utilized by the Condo Manager, "...if you are seen on the property, the police will be called."
- g. **ORDER #7**: An Order, Declaration, Determination and/or Finding that the monetary relief of paying Mr. McLean the maximum amount, after deductions for other compensation and damages (including simple, general and/or aggravated damages), is inadequate;
- h. **ORDER #8**: An Order, Declaration, Determination and/or Finding that the Landlord breached section 22 and 23 of the *RTA* on July 13, 2024;
- i. **ORDER #8(A)**: An Order, Declaration, Determination and/or Finding that the Landlord shall pay the **Applicant** Tenant the sum of \$1000 for such misconduct;
- i. **ORDER #9**: An Order, Declaration, Determination and/or Finding that the Landlord breached section 22 and 23 of the *RTA* on September 14, 2024, and September 15, 2024;
- i. **ORDER #9**: An Order that the Landlord shall pay the sum of \$1000 for both infractions and contraventions of the *RTA*;
- j. **ORDER #10**: An Order, Declaration, Determination and/or Finding that the Landlord's emails in July 2024 with her stated reason that she needed Mr. McLean out of the Rental Unit 410 were solely to have a Realtor have access to Rental Unit 410;
- i. **ORDER #10(A)**: an order that to the extent that the Landlord attempts to change her position, it amounts to an abuse of process;
- k. **ORDER #11**: An Order, Declaration, Determination and/or Finding that the Landlord's filing of an unknown, to the **Applicant** Tenant, of a request to shorten time did not amount to an application under section 100(1) of the *RTA* and section 3(3) of Reg 516;
- l. **ORDER #12**: An Order, Declaration, Determination and/or Finding that the language utilized in the email on September 23, 2024, was made on behalf of the Landlord and authorized, facilitated or acquiesced by the Landlord and it amount to a "threat" as per the *RTA*;
- i. **ORDER #12(A)**: An Order that the Landlord is required to pay the sum of \$5,000 for the "Threat" as constituted, on a balance of probabilities, the offence of extortion under the Criminal Code, section 346;
1. **ORDER #12(B)**: An Order that the Landlord shall pay the sum of \$5,000 for the Threat and her failure to correct the same or distance herself from the language contained therein;
- m. **ORDER #13**: An Order, Declaration, Determination and/or Finding that the Landlord shall pay the sum of \$100 per day to Mr. McLean for out of pocket expenses from September 21, 2024 to the date of repossession for sum of \$6,000;

Damages and Compensation: Overall, Residual and Avoidance of Double Counting
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General Damages and Aggravated Damages

- n. **ORDER #14:** An Order, Declaration, Determination and/or Finding that the Landlord shall pay the sum of \$5,000 damages for all of the above breaches on account of mental anguish and psychological damage to the **Applicant** Tenant;
- o. **ORDER #15:** Further or in the alternative, to the extent that the above amounts include general damages or statutory compensation per se, excluding aggravated damages, an order that the Landlord shall pay the sum of \$10,000 on account of aggravated damages for her misconduct since July 13, 2024 to present which shall be declared as a finding as spiteful, malicious, oppressive,
- p. **ORDER #16:** An Order, Declaration, Determination or Finding that the Landlord breached the *RTA* sections regarding unlawful rental increases;
- i. **ORDER #16(A):** An Order that the Landlord shall pay the Tenant (McLean) the sum of \$2,100 from August 2023 to November 2023;

Administrative Fines

- q. **ORDER #17:** An Order, Declaration, Determination or Finding that the Landlord breached the *RTA* regarding the above and an administrative fine of \$35,000 against her for said breaches;

Preventative Orders

- r. **ORDER #18:** An Order that the Landlord and any other person shall not engage in any of the particular conduct herein which is contrary to the *RTA* including but not limited to
 - 1. Illegal lockouts;
 - 2. Without notice lockouts from rental units or Minto Complex;
 - 3. Threats;
 - 4. Extortion; and
 - 5. Other particularized conduct herein and by way of the Compendium.

Other

- s. **ORDER #19:** An ORDER that until the Landlord has paid each and every amount of statutory compensation, damages (general or aggravated) and any fines herein or with the RHEU that she is precluded from bringing any application or advancing any of her rights but remains duty bound by the *RTA*, associated regulations *et al*.

Pursuant to the <i>Courts of Justice Act</i> , the <i>Rules of Civil Procedure et al</i>
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- 5. The **Applicant** seeks the following orders pursuant to the common law, CJA, Civil Rules, *et al* as follows:
 - a. An Order at the hearing of this NOA that the Landlord failed to serve any documents in accordance with the section 191 of the *RTA*;

- b. A Declaration that the **Chahbar Endorsement** was incapable of performance due to its language;
- c. An order that the Respondent Landlord committed abuses of process before the LTB and such consequential relief regarding the same;
- d. An order or declaration that the Landlord's materials filed by her (if any) or on her behalf are struck from the record of proceeding, without leave to refile, as they constitute an abuse of process by reference to the admissions and representations made by her in the A2 Proceeding and the misleading, frivolous, abusive, false and abusive representations made herein in support of the **Chahbar Order**²;
- e. An order or declaration that the Landlord did not serve the Applicant with any of the previously filed materials as per section 191(1) of the *RTA* and any applicable *LTB Rules* and the jurisprudence including but not limited to *Zelsman*;
- f. An Order that Ms. Nikki Kanavas is prohibited and disqualified³ from appearing on behalf of the Landlord as a result of her direct interest in this LTB Proceeding and on account of a reasonably perceived conflict of interest and/or reasonably perceived lack of independence;
 - i. Further, or in the alternative, an order disqualifying Ms. Kanavas from acting for the Landlord pursuant to the principles enunciated in *Urquhart v. Allen Estate*, [1999] O.J. No. 4816 (Ont. S.C.), cited with approval in *Wheeler v. Taylor*, 2024 ONSC 818 (CanLII) as per Dietrich J. along with the relevant by-laws of the LSO involving a substantial risk (which has been interpreted by the LSO Tribunal to be a significant and plausible risk);
 - i. Further, or in the alternative, an order disqualifying Mr. Dimitri Kanavas to the extent that he works in partnership or association with Ms. Nikki Kanavas and/or they are spouses⁴;
 - ii. An Order that subject to the above, that this LTB proceeding is no longer justiciable but for compensation and damages, and indemnification of expenses *et al* in favour of the Sole Tenant as per the clear statutory language under section 104(4) of the *RTA* and the **Member Solmon Decision** (defined in the filed materials) (see: **Applicant's BOA Tab 11**);
- g. Such injunctive or interlocutory relief as may be sought by the **Applicant**, until such time this application can be determined on its merits (see: *supra*, for March 25, 2025);
- h. Interest in favour of the Applicant;
- i. Costs in favour of the **Applicant**; and
- j. Such other relief that the **Applicant** may advise and this Court may allow.

VOLUME #2: GROUNDS FOR THE APPLICATION

- 6. The overview of why the LTB Proceeding could not be continued and the **Applicant** was required to expend further resources, fess *et al* in favour of the ONSC jurisdiction was due to the failure of the LTB to ensure that the ordered Urgent Hearing of the **Applicant** (Sole Tenant) was completed in an urgent fashion. Upon further review of the compensation and damages sought, with the passage of time, the **Applicant's** compensation on liquidated amounts *exceeded* \$35,000 in early February 2025.

7. The **Applicant** makes this notice of application for the following relief pursuant to the *RTA*, section 207 and others for the ONSC to issue the following orders and pursuant to the ONSC's jurisdiction to issue orders that are pursuant to the common law, its inherent jurisdiction, statutory powers, prescribed powers *et al.* The **Applicant** may seek the relief at the hearing of this NOA and/or by interim motion relief. The **Applicant's** T2 Application was the only application before the LTB arising out of issues from July 2024 to present. The Landlord did file an A2 Application on August 9, 2024, but failed to serve the **Applicant**, also defined as the "Sole Tenant", and then proceeded to withdraw the same on October 28, 2024, without notice to the LTB.
8. As such, the Applicant promptly provided notice to the LTB and the Landlord that he would be applying to the ONSC as it no longer had jurisdiction.
9. A copy of this in unfiled and filed form will be provided to the LTB before the resumption of any hearings. A copy of the same will be served upon the Landlord at her principal residence address denoted *supra*.

VOLUME #2(A): Statement of Issues and Answers
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<i>Issue #1:</i>

10. *Pursuant to the Binding Admissions that the **Landlord** subjectively believed that Nicole, the so-called proper tenant [sic], had transferred the tenancy to Mr. McLean on October 10, 2023, without her consent, and the **Landlord** did not FILE an application pursuant to section 100(1) and (2), what is the legal effect of the same?*
11. Mr. McLean became the **Sole Tenant** pursuant to section 104(4) of the *RTA* when the **Landlord** did not FILE an application under section 100(1) and (2) within 60 days of the **UO Discovery Date Admission** (see: **BOA**, Tab 11, *Member Solomon Decision*).

<i>Issue #2:</i>

12. *pursuant to the section 104(4) of the RTA, did Mr. McLean became the **Sole Tenant** on October 10, 2023, or December 10, 2023? Was the **Sole Tenant** occupying **Rental Unit 410** on October 10, 2023?*
13. Mr. McLean was occupying **Rental Unit 410** on October 10, 2023. Mr. McLean became the **Sole Tenant** on October 10, 2023, by virtue of the language used by our Legislature with the word "*began*". Pursuant to the **UO Date Admission** by the **Landlord**, October 10, 2023, is the date the **UO began**.

<i>Issue #3:</i>

14. In light of the Binding Admissions, which remain unretracted in perpetuity and were contained in a pleading by the **Landlord**, does it matter, at law, when the **Landlord** retained counsel herein?

- a. Answer: No, it does not matter when the **Landlord** retained counsel as per the decision of the **Vice Chair Solomon** in 2017 (see: BOA, Tab 11) which found, *inter alia*, that the LTB had no discretion to tailor circumstances to a **Landlord**'s discovery date versus when the **Landlord** retained counsel. More succinctly, counsel is an agent of the **Landlord** and the **Landlord** is a principal. The **Landlord**'s discovery date is in "black and white" and in perpetuity.

Issue #4 and #5

15. Did the **Landlord** properly include a tenant and a UO in the **A2 Application** such that there was an impugned tenant and impugned UO?

16. Yes, the Landlord did. As a result of the same, the **Landlord** had identified an "assignor" and an "assignee" to which she complained that she did not consent to the same.

17. How does the law of assignment factor into section 104(4) of the RTA?

18. The law of assignment is distinct from that of contract *per se* in that once an assignor has assigned their rights and duties, it cannot be unwound. It is an "all or nothing" exercise. Nicole could not assign the duties and not the benefits or the benefits and not the duties (see: BOA, Volume #7, header citing Peace River and Tab 28, Urmila Holding, citing the *nemo dat* principle).

Issue #6:

19. Issue #6: How does the **Landlord's UO Discovery Date Admission** and absence of any section 100(1) filing (also known as her "**A2 Application**") within 60 days affect the outcome of this **LTB Proceeding**?

20. It is dispositive of the issue of Mr. McLean being *THE* tenant and the applicability of the RTA and the relevant sections. Therefore, each of Mr. McLean's claims and relief sought must be granted on liability. As it relates to damages (compensatory, special and aggravated), it increases the amounts of the aggravated damages. Mr. McLean has moved as expediently as he could. It is not in any way to fault the LTB as the employees must be commended by responding on weekends. The issue with the timing of receiving the same after a request was that the Landlord did NOT input or check "related files and applications". It was a sneaky move but she got caught.

Issue #7:

21. Did the **Landlord** breach section 22 and 23 of the RTA on July 13, 2024?
22. The **Landlord**, knowing that Mr. McLean was the **Sole Tenant** (and solely living in **RU 410** at the time as Nicole had vacated on June 23, 2024), breached section 22 and 23 by entering **Rental Unit 410** without notice and with a concierge of **Minto Complex** that afternoon. By continuing to remain in the **Rental Unit 410** while Mr. McLean was in the washroom and then claiming she needed to grab something from the washroom was not only a contravention of the RTA, it was flat out bizarre, uncouth, unhinged, erratic and unreasonable. Ironically, she never said to Mr. McLean in front of the concierge he was an unauthorized occupant but she did in a signed pleading and that is all that matters – at law. **Compensation/Damages:** The **Landlord** should pay the sum of \$1,000 for that mortifying intrusion.

Issue #8:

23. Did the **Landlord** breach section 22 and 23 of the RTA on September 14, 2024?
24. The **Landlord** breached section 22 and 23 of the RTA when attempting to enter again with the concierge and Mr. McLean had to stop the lock from opening and barricade the door. As a complete side note, many other guests enjoy Mr. McLean's company but to each their own. **Compensation/Damages:** The **Landlord** should pay the sum of \$500 for that contravention of the RTA.

Issue #9:

25. Issue #9: Did the **Landlord** breach section 22 and 23 of the RTA on September 14, 2024?
26. After Mr. McLean had delivered the remaining non-essential items of Nicole (and some of Victory Wine (company)) for secure pick-up, there was violent banging on the **Rental Unit 410** front door on Sunday, September 15, 2024. The only logical conclusion was that it was the **Landlord** or her agent. The only evidence that was filed AND SERVED in accordance with the RTA, s. 191, is that of Mr. McLean's. The **Landlord** should pay \$1,000 for that violent level of knocking post eleven p.m. on a Sunday.

Issue #10:

27. Did the **Landlord** commit or authorize the contraventions of section 24 of the RTA on September 20, 2024 by the altering of a locking system in the front door of the RU 410 and the deactivation of the FOB on the same day?

28. It is more likely than not that the **Landlord** did so or authorized the same on September 20, 2024. The **Landlord** was aware of when the **Sole Tenant** (McLean) would be outside of the **RU 410** for medical and physio appointments, and planned the same accordingly. Compensation/damages: the issue of compensation and damages is addressed at the hearing before the ONSC.

Issue #11 and #12

29. Pursuant to *Seguin* (see: **BOA**, Tab 4) and the other binding jurisprudence, does it matter whether there is or is not evidence before the Tribunal as to whether **Rental Unit 410** is vacant?
30. No, it does not. Pursuant to paragraph 66 of *Seguin*, the ONSC found in 2002 that reinstatement, repossession or reoccupation is the entitlement of the tenant who has been unlawfully displaced, dispossessed and/or unlawfully evicted or unlawfully locked out.
31. Pursuant to the Binding Admissions, operation of the RTA, section 104(4) along with the precedent in *Pearce* (see: **BOA**, Volume #7), and that Mr. McLean was the **Sole Tenant** as of October 10, 2023, does Mr. McLean remain the **Sole Tenant** at law and entitled to reinstatement on a forthwith basis?
32. The ONSC found in *Seguin*, citing 2010 CanLII 65490, "...the issue is primarily one of logic.... if the tenancy is not terminated in accordance with the Act, the Tenant must have the right to possess the rental unit as that right GOES WITH THE tenancy agreement."
33. The ONSC went on, citing the erudite scholar of Ontario residential tenancies in Mr. Flemming, that any other result would bring the *administration of justice into disrepute*. The LTB has a pre-existing jurisdiction under section 23(1) of the SPPA citing *Ahmed*, 2001 OJ No. 1477 and *Kwak*, 2007 OJ No. 2692 (Divisional Court). This is also further bolstered by *TMW* (see: **BOA** Tab 19, paragraph 15). The ONSC's jurisdiction in this regard is pursuant to the CJA and its inherent jurisdiction.

Issue #13

34. Even if the **Landlord** filed AND SERVED evidence in accordance with the RTA, section 191 and Ruel 3 of the LTB Specific Rules, would it have mattered?
35. No, the reasons for why any **LL** locks out a tenant absent notice, then a hearing and an order, and then with the Sheriff upon execution (if applicable) are irrelevant (see: *TMW*, **BOA**, Tab 19,). Moreover, to allow a **LL** to lead any evidence regarding why they did and trying to engender some level of empathy or sympathy would be an abuse of process (see: *Seguin*, **BOA**, Tab 4, paragraph 26, citing the underlying Member of the RTA decision at paragraph 9 which was **upheld**). This is further bolstered by the decision of **Member Wallace** at **BOA**, Tab 17, at paragraph 19 wherein she found as a matter of law: "Regardless of whether the **Landlord** had good intentions or not, section 24 of the Act makes it clear that the **Landlord** cannot change the locks to the unit without giving the Tenants a replacement key. No replacement key was given. This is undisputed."

1. Herein, by that single admission by the Landlord in the A2 Application regarding the **UO Discovery Date**, Mr. McLean became a tenant in her eyes and mind, and the law. It negated the requirement for Mr. McLean to delve into Reg 516.

Issue #14

36. *Did the **Landlord** usurp the power of the Sheriff when she engaged in the **Unlawful Lockouts** on September 20, 2024?*
37. The **Landlord** usurped the power of the Sheriff on September 20, 2024 (see: **BOA**, Tab 18, per Member Fellman (2010)).

Issue #15 and #16

38. *In light of the **Landlord**'s requests to vacate for reasons relating to a "Realtor [or real estate professional] needing access to the **Rental Unit 410**", how are they now to be considered in context with the **Binding Admissions** in the Record of Proceeding?*
39. The **Landlord**'s requests for Mr. McLean to vacate on account of a realtor or real estate professional (if one even existed) needing access to **Rental Unit 410** are now considered to be harassment, coercion, threats *et al* (see: **BOA**, Tab 19, page 213, paragraph 5).
Compensation/damages: they are addressed *infra*.
40. *What is the legal effect if the **Landlord** sold or assigned her interest to another person as the registered owner of **Rental Unit 410**?*
41. The new owner or assignee of her rights and obligations would be as bound by her representations and admissions to the Tribunal in her **A2 Application** on August 9, 2023 (see: **BOA**, Tab 19, paragraph 15 and 17, TMW as per Member Karen Wallace).

Issue #17:

42. *Issue #17: Although the **Landlord** did not make or issue the Threat and Extortionary Act on September 23, 2024, wherein Ms. Ferguson (Condo Manager) represented to Mr. McLean that if he was seen on the property, they would call the police", is the **Landlord** liable for said Threat and Extortion?*
43. Yes, the **Landlord** is liable for the Threat and Extortion. The **Landlord** was copied on the email. Further, the jurisprudence demonstrates that since the **Landlord** did nothing to stop it, she is an accessory in the same and she is the only party besides Mr. McLean herein. In *Mejia*, the ONSC, found the cowardly accomplices of the LL therein committed the acts but the LL was liable for their acts

because he did nothing to stop it. While that involved a fist fight, this was the version of “gang violence” while the **Landlord** lied to everyone around her and got them to do her “dirty work”. This is now against the backdrop and context of the **Landlord** representing to the Condo Manager that Mr. McLean was the guest of Nicole and it was a “private matter”. Perhaps, the **Landlord** wishes to show the Condo Manager of the Condo Corporation her receipt for filing her **A2 Application**. When analyzing the threats in MJ (see: **BOA**, Tab 21), the directing mind of the corporate **Landlord** was frankly imbecilic in his language and referred to the Tribunal as a “court”. There was *certainly* some tough talk and some poor word choice therein and most demeaning in many ways. However, when comparing the Threat and Extortion by the **Landlord** and the **Landlord**’s agent in Ms. Ferguson (who apparently misrepresented that McLean was involved in tire slashing), along with the **A2 Application**, you see these contrived stories between the **Landlord** and “management”. This was much like when Mr. McLean and Nicole were in Greece and returned in early October 2023 (nota bene: epiphany moment for all for timing purposes), to some complaint about smoking in the **Rental Unit 410** while they were seven thousand km away.⁵

Volume #1(C): Compensation and Damages (General, Special and Aggravated Damages)
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Volume #1(C)(I): Section 22 and 23 Breaches (nb: \$2,500)

44. *Issue #18: How much should be awarded for the **Landlord**’s breaches of sections 22 and 23 of the RTA on July 13, 2024 and September 14 and 15, 2024?*

a. The **Sole Tenant** submits that the **Landlord** must pay the sums as follows:

- i. \$1,000 on July 13, 2024;
 - ii. \$500 on September 14, 2024; and
 - iii. \$1,000 on September 15, 2024.
1. For a total of **\$2,500**.

Volume #1(C)(II): Unlawful Lockouts (#10,000)

45. *Issue #19: How much should the **Landlord** pay in compensation and general damages for the **Unlawful Lockouts** considering the uncontroverted evidence of Mr. McLean’s struggles from a physical, mental and emotional standpoint and it being 56 days on Friday, November 15, 2024, since that time?*

a. Answer: the **Landlord** should pay the sum of \$5,000 for the **Unlawful Lockouts** as there were two distinct lockouts (see: “FOB Deactivation” (see: *Drewlo*, **BOA**, Tab 20, paragraph 34), and the pain and suffering that has arisen from the same has been nothing short of remarkable considering that all of the **Sole Tenant**’s property remains therein along with an inability to access the Minto Complex by virtue of the **Unlawful Lockouts** along with the Threat and Extortion which could be considered a constructive lockout.

Volume #1(C)(III): Threat and Extortion (nb: \$4,000)

46. Issue #20: How much should the **Landlord** pay for the Threat and Extortion?

- a. Answer: The **Landlord** should pay the sum of \$4,000 for the Threat and Extortion. They were egregious acts, and remain unretracted by the **Landlord** with no evidence of the **Landlord** attempting to distance herself from the same (see: supra). When considering the salacious, unfounded and scandalous language used by the **Landlord** in the **A2 Application** (pleading), one need makes too large of an inference to attribute that language to the **Landlord**. In any event, she could have taken active steps in this LTB Proceeding to decisively disavow herself from the language but she did not. Such Threat and Extortion have required Mr. McLean personally to be away from the Minto Complex until LTB intervention. The LTB must distance itself from the same by making the commensurate orders.
 - b. As per *Manikam* (see: **BOA**, Tab 5), losing one's home is a serious matter.
47. Moreover, losing one's access to their own property is a serious matter where this **Landlord** has constructively seized the same for more than 56 days in an unrepentant fashion. Her answer to the Threat and Extortion was to omit to others that she filed a flagrantly undisciplined **A2 Application** but then out of the other side of her mouth represent that it was a "private matter". If she meant that the assignment from Nicole to Mr. McLean was private, then so be it. But then, Mr. McLean was and is the **Sole Tenant**, at law, and any other persons are his guests. The **Landlord** had a duty to tell the truth and correct any errors or deficiencies in language that could be attributed to her. Instead, she did not and must pay the sum of \$4,000 for the Threat and Extortion on account of general damages or compensation. There is marked departure between the language used in *MJ* (see: **BOA**, Tab 21) and the language used on September 23, 2024. Whether it is considered damages on account of mental anguish, physical aggravations, pain, suffering, or otherwise, said quantum is most reasonable considering the same. The **Unlawful Lockouts** were egregious enough but to add insult to injury, to use that kind of language when Mr. McLean was trying to get answers and follow the LTB Guidance requires the Tribunal to exercise its discretion to ensure that victims of that kind of language do not receive trivial awards.

Special Damages [ONE REASON FOR LTB LOSING ITS JURISDICTION – DUE TO DELAYS AND INCREASED AMOUNTS DAILY AMOUNT]

Issue #21

48. Should Mr. McLean receive the sum of \$100 per day for being outside of **Rental Unit 410**?

49. As Mr. McLean had constantly reminded the **Landlord** and the Tribunal, he was having to go out of pocket by way of a contract with two close friends for the provision of food, some shelter (when available) and other necessities. Said contract was made and consummated on September 22, 2024, and affirmed and reaffirmed each and every day since that time. He is most grateful to his two friends

(who are married) for the provision of cooked food each day, ability to shower intermittently and some shelter (when available in their apartment) as it has made the nightmare somewhat tolerable at times. The **Landlord** must pay the sum of \$100 per day for what was 55 days (\$5500) and until the time the **Sole Tenant** has his replacement key and replacement FOB. However, as of January 28, 2025, was 130 days for a total of \$13,000. However, the **Applicant** shall have to assume and waive some of that debt in order to stay in the LTB jurisdiction in the event that there is damage to his property after regaining possession to the Rental Unit by way of reference to the cases cited in the BOA: Tab 4 (Seguin), Tab 5 (*Manikam*).

50. As of late February 2025, those amounts had increased to above \$16,000.

Issue #22

51. *In light of the recently obtained A2 Application by the Tenant, albeit difficult for the LTB to find because the **Landlord** lied to the Tribunal about any related files with the same **Rental Unit 410**, how much should the **Landlord** pay in aggravated damages relating to all of her above misconduct from July 2023 to present?*

52. It is trite that the **Landlord**'s conduct meets every single one of the requirements for aggravated damages. With the 'benefit' at least for evidentiary purposes of the **A2 Application**, the **Landlord** has been malicious, spiteful, and vengeful in her **A2 Application**. The **Landlord** has been blatantly dishonest, inconsistent (internally and externally) and demonstrated all of the hallmarks of mala fides. The **Landlord** has engaged in the vitriolic form of spite that reared its head in those text messages and then resurfaced again. She attempted to have a "sit down" and "clear the air" with Mr. McLean. It is the problem with hating someone so much like the Landlord does the Sole Tenant, she lost emotional control and made "hot headed decisions". However, in law, that is malice and spite. The record of proceeding is replete with the law and evidence of the Landlord's hatred towards him from a year previously but the A2 Application synchronized the same – with some level of thanks to the Landlord in that regard. Under this head, the Tribunal must send a message that the Landlord's conduct has "aggravated" the same through her spite, malice, cowardice, vengefulness, outrageousness and deceit such that the Landlord must pay at least \$15,000 which may be adjusted depending on further time to be heard and decisions issued on an interim and final basis. It is the only way she will learn that this conduct cannot continue. Moreover, the Applicant is entitled to an accounting of the property that remains in the Rental Unit and an affidavit from the Landlord as to what remains and in what condition of his property. If destroyed in full, then this will increase amounts by at least \$10,000.

Issue #23:

53. *How much should the Landlord pay in the administrative fine category?*

54. The **Landlord** must pay the administrative fine of \$17,500. She has engaged in so many unlawful acts that are breaches of the *RTA*, with knowledge, it is difficult to even count how many there are considering the undisclosed **A2 Application**. It is not the straight computation that is difficult, it is the difficulty in reconciling what is true and what is false with this **Landlord**. When there are two inconsistent statements, one must be false but could the other also not be true. With this **Landlord**, is definitely possible. However, when considering that that she filed an **A2 Application** two days after knowing of the **T2 Application**, and then misrepresented to the Tribunal that there were no related files involving the **Rental Unit 410**, that is beyond abuse of the process of the Tribunal. It is disrespectful to the Tribunal's resources – which are finite and valuable. Moreover, when considering that the **Landlord** had field and lied to the Tribunal, all while engaging in the **Unlawful Lockouts** during TWO LTB PROCEEDINGS (one known to the **Applicant** and one unknown to the **Applicant**), it is the most egregious of breaches of the *RTA*, particularly section 24, when a **Landlord** is displeased with not gaining success with two requests to shorten time so she takes the law into her own hands. While there was a five thousand dollar fine in *SA v. DM* (see: **BOA**, Tab 14) involving an LL that committed an unlawful lockout during the proceeding and may have been confused about the nature of the order of the Tribunal, this **Landlord** engaged in such conduct knowing that her **A2 Application** would not see the light of the day and the **T2 Application** was moving forward. Therefore, some approximately 45 days after receiving the **Applicant's T2 Application** and the **Landlord** filing her **A2 Application**, whilst not providing a replacement mail key (which now seems obvious why), she took the law into her own hands, without notice, without a hearing, and without an order. Since *SA v. DM* in 2018, the Tribunal has ordered the sum of \$35,000 in *Equity Builders Ltd.* (see: **BOA**, Tab 30). Like most legislation in most provinces where there is a corporate offence versus an individual offence, the individual offence is often half of the corporate. While not an exact formula, the **Landlord** may have more coming her way with the RHEU as well. However, she had the money to retain two lawyers from three different addresses apparently so she has the money to pay fines. Moreover, her not only blatant disregard for the *RTA* and LTB Rules but her surreptitious and pre-mediated moves almost worked but then blew up in her face with the **A2 Application** and the **UO Date Discovery Admission**.
55. As the tenancy was transferred from Nicole to Mr. McLean on October 10, 2023, by operation of statute, and in the spirit of being most-expeditious, just and cost-effective, Mr. McLean need not seek his relief for the overpayment of the illegal rent increase. It will, frankly, conflate the issues when his matters remain urgent. As a result of the same, Mr. McLean must pick his battles wisely at this stage. As such, he is content to have the rent remain at \$1500 per month with his payment of the utilities.
56. The summary of the monetary orders pursuant to the *RTA* are as follows:
- \$2,500 for the contraventions of section 22 and 23 on July 13, September 14 and 15, 2024;
 - \$10,000 for the **Unlawful Lockouts**;
 - \$4,000 for the Threat and Extortion;
 - \$16,000 for special damages at one hundred dollars per day from September 20, 2024, to the date of this Notice of Application to the ONSC and beyond;

- e. \$15,000 for aggravated damages;
- f. Potentially destroyed and/or damaged property of the Applicant from the date of September 20, 2024, to present;
- g. Equitable damages in favour of the Applicant;
- h. Exemplary and/or Punitive damages outside of the jurisdiction of the RTA;

FOR A TOTAL OF AT LEAST \$48,000 IN LIQUIDATED DAMAGES OR COMPENSATION PURSUANT, IN PART, TO THE RTA AND, IN PART, OUTSIDE OF THE JURISDICTION OF THE RTA.

Issue #25

57. *What types of preventative orders must be granted?*
58. The **Applicant** submits in this Notice of Application that formerly the Tribunal and now the ONSC must order preventative orders pursuant to section 31 of the *RTA* such that no other tenants in the Minto Complex are treated in the same fashion.
59. The Applicant addresses the other factual and legal issues and by way of formal factum, written argument and compendium to be filed in the JSO Portal.

VOLUME #2(A): MATERIAL FACTS

60. Pursuant to Rule 19 of the LTB Specific Rules and the **Notice of Hearing** (Proper) on October 3, 2024, the **Landlord** failed to give a single document to the **Sole Tenant** in accordance with section 191(1) of the *RTA* and Rule 3 of the *LTB Specific Rules*. As such, the interim and urgent relief sought and substantive relief sought in the **Hearing Proper** proceeds unopposed. It *certainly* would have saved much in the way of resources for the LTB and the Tenant **Applicant** if they had known of the “related application” (**A2 Application**) of the **Landlord** but *better late than never*. As a direct result of the same, the admissions made by the **Landlord** therein are dispositive of every liability issue. The only remaining issues are that of quantum for damages and compensation, and administrative fines. To expedite the hearing and decision of the merits, the **Sole Tenant** waives interests and costs. He has also waived any right to his overpayment for the unlawfully charged rental amounts. He has not done so because any of the aforementioned lacked merit but to focus on the more *important* issues like his life, health and security.
61. As represented by Mr. McLean (now defined as the “**Sole Tenant**” as December 10, 2023, pursuant to the **Landlord**’s admission as to when she discovered and believed that Mr. McLean was an unauthorized occupant, which was October 10, 2023 (the “**UO Discovery Date Admission**” or “**UO Admission**”), he would deliver condensed submissions in light of the **UO Discovery Admission** and

by operation of law; specifically, section 100(1) and (2) and 104(4) of the *RTA* (see: **BOA**, Tab 11, *Member Solomon Decision*, pages 172(A) and (B)).

62. The **UO Discovery Date Admission** coupled with the **Landlord's** filed **A2 Application** on August 9, 2024, albeit not served on the **Applicant** (in that capacity as "Respondent") by the **Landlord**, and the **Landlord** misrepresenting to the **LTB** and the **Sole Tenant** that there were *no related applications* that relate to *this rental unit* and those applications had not been resolved (see: **Compendium**, Tab 44, page 749), the **Landlord** was statute barred from advancing the **A2 Application**. Although statute barred, the **Landlord's** trickery and chicanery was just commencing or being carried on. She would have only known of the email of onlltb-service@proton.me from Mr. McLean's filed **T2 Application** on August 7, 2024. Mr. McLean provided a copy of the **T2 Application** to the **Landlord** and Ms. Nicole Artopoulos, who had vacated on June 23, 2024. Hence, the word "service" in that email. The **Landlord** was dishonest in her **A2 Application** filing and did not even reference the same in this LTB Proceeding (or the "**T2 Proceeding**"). Ergo, the **Landlord** remained silent after her "request to shorten the proceedings" was not even entertained. It is unclear and unknown to the **Applicant Sole Tenant** as to the contents of the "request to shorten proceedings" herein but if it was anything in the nature of the information that the **Landlord** spewed onto the page 5 of 7 of the **A2 Application**, it is understandable why the **Landlord's** request was not entertained or dismissed.
63. On page 4 of 7, the A2 forms requires a **Landlord** to check the box for the reasons why it can apply. The "Reason 1" states, "The tenant transferred the tenancy to another person without my consent. This person is an unauthorized occupant."
64. The **Landlord**, on August 9, 2024, checked said box.
65. Underneath the same, the language to the next box reads, "I want the Board to: issue an order **ending the original tenancy** and evicting the unauthorized occupant. Indicate the date that you were first aware that there was an unauthorized occupant in the unit" and this **Landlord** input:

"10/10/2023"

(the "**UO Admission**")

66. From October 10, 2023, the **Landlord** was required to apply to the **LTB** for an order evicting the tenant and the unauthorized occupant. The **Landlord's** limitation period was December 9, 2023. Therefore, on December 10, 2023, Mr. McLean became the "**Sole Tenant**" as, by implication and the **Landlord's** representations to the Tribunal which would be an offence if she misled the Tribunal as to her knowledge, Nicole has assigned the tenancy to him. Ironically and not Mr. McLean can speculate about how the **Landlord's** brain works (if at all), Mr. McLean was the only individual paying rent to the **Landlord** for the majority of the time since 2018 and the increased rental amounts since 2022. While Mr. McLean as a matter of law became the Sole Tenant on December 10, 2023, by operation of

law, the date of his deemed tenancy, with consent of the Landlord, is the date the UO began: October 10, 2023. While a technical point, it is one that bore noting.

67. On said page 5 of 7 (see: Compendium, Tab 44, page 752), the bottom part of the page requests the following of an LL which is: “*Explain your reasons for refusing to give consent and why you believe that they were reasonable under the circumstances.*”
68. There is not a single reason for why the **Landlord** “refused to give consent” to the transfer of the “**Tenancy Agreement**”. Ergo, there was not a single reason for why she believed that her refusal to give consent was *reasonable* in the circumstances. However, she made the **UO Discovery Date Admission** and that is all that is required (see: BOA, Tab 11).
69. The **Landlord** engaged in some lengthy drivel some of which is not only false but salacious, defamatory, scandalous and outrageous. Moreover, there is not a shred of evidence or particulars to support her defamatory (albeit covered by absolute privilege for a defamation cause of actions) rant about Mr. McLean. If the **Landlord** had sworn evidence under oath, then the **Applicant** could give it some attention. Even though nothing has been served or given to the **Applicant** Sole Tenant herein, it appears from the LTB Portal titles that the Landlord never swore a single affidavit or declaration.
70. More importantly, the question, obligatory in nature, called for explaining your reason for refusing to give consent and why you believe that refusal was reasonable under the circumstances. The **Landlord**’s answer to that is as follows:
 - a. Nicole is the ‘proper tenant’;
 - b. She has been living at the premises for ten years;
 - c. Kevin McLean is not a tenant, has no lease with me, does not pay rent and any other expenses:
 - i. Utilities, bell services; food or parking;
 - d. He is an unauthorized occupant and has no right to reside in the premises;
 - e. I have asked him to vacate on multiple occasions and he refuses to do so;
 - f. For her safety, my daughter is currently residing with me;
 - g. I request vacant possession of the premises [sic] so that my child [37 years old] can reside at the property, as permitted [sic] by the Residential Tenancies Act;
 - h. She wants to go back to her home as quickly as possible but the occupant refuses to leave; and
 - i. Despite the repeated requests, the **Landlord** requested that the undisclosed application be heard on an expedited basis.
71. Mr. McLean cannot decipher what is meant by *proper tenant*. Mr. McLean presumes that is correct regarding the ten-year period but the **Landlord** admitted that Nicole transferred the tenancy to Mr. McLean on October 10, 2023. Therefore, what is “proper” is that which she had authority to do so. The Landlord, as a matter of the *RTA*, is bound.

72. In relation to utilities, Mr. McLean paid the utilities in the **Landlord's** name with Priority and Karma. It is a fraudulent misrepresentation by the **Landlord**. In relation to "food", the **Landlord** may wish to recall the dinners that Mr. McLean took her to "Blue Bloods", "Mamakass" and "Volos" totaling \$2500. That is the last couple of years. If she wishes to play that game, Mr. McLean can play it with ease. However, "food" is not part of a "rental agreement". It is unclear what the Landlord is even referring to on many levels.
73. But again, that is a "red herring". In relation to the "safety" for her "daughter", Mr. McLean swore evidence of Nicole coming on her own to the TPL Fort York library and professing her love to him which was shortly before this **A2 Application**. Therefore, what the **Landlord** believes is of no relevance in the personal realm. Apparently and admitted by the Landlord, Mr. McLean became an unauthorized occupant after sojourning with Nicole for 40 days in Greece from August 2023 to October 2023. Should Mr. McLean mention that the trip cost \$60,000? Of course not. It is irrelevant to this T2 Application.
74. The Landlord is correct that Mr. McLean did not pay for the parking spot. Objectivity is important. However, the parking spot and rental units are often not tied together. Therefore, it is yet another "red herring". More importantly, the **Landlord** does not address her reasons for refusing consent to Nicole transferring the tenancy (the "**Tenancy Agreement**") to Mr. McLean on October 10, 2023. The **Landlord's** next representation was a conclusion of law, "He is an unauthorized occupant and has no right to reside at the premises." It is unclear what the **Landlord** meant by 'premises' but she uses the word 'property' on some interchangeable level.
75. The **Landlord** requested vacant possession so that her 'child' can reside at the property. If that is the case, then why did she assign it and why didn't the Landlord challenge it as permitted by the Residential Tenancies Act? The question answers itself.
76. Fortuitously for the now **Sole Tenant** (McLean), it is the **Landlord's** emails in July 2024 that demonstrate a different set of reasons:
- 'Needing Mr. McLean out of the **Rental Unit 410** along with his possession so a Realtor could show the unit' (see: Compendium, Tab 34)*
77. Both things cannot be true.
78. There is not a scintilla of *reasons* in that prose from the **Landlord** that even creates a *ripple in the lake of analytical precision*.
79. Unsurprisingly, the **Landlord's** undisclosed **A2 Application** was not heard on an expedited basis or shortened time period. The **Landlord** sought to exclude Mr. McLean as a party. She then withdrew, absent amendment, the **A2 Application** in late October 2024. The absent of amendment to that A2

Application was and is fatal herein. Pleadings have a level of sacrosanctity and they are binding upon the individual who filed AND signed them.

80. When faced with Mr. McLean's **T2 Application** proceeding and her **A2 Application** not being disclosed to Mr. McLean, she then engaged in further acts of harassment, threats and cooperation to Mr. McLean on September 14 and 15, 2024. When Mr. McLean posted a sign on the door, on September 16, 2024, to ensure that there was no further conduct of that nature by Goldview (see: Declarations in that regard in Compendium (Declaration #10 at Compendium Tab #10) , the **Landlord** without notice and without a motion to the LTB, after her request to shorten proceedings herein failed, she took the law into *her own hands* and engaged in further without notice conduct by the **Unlawful Lockouts** on September 20, 2024. However, by that time, the **Landlord** had admitted by conduct in the **A2 Application** and operation of statute that Mr. McLean was the **Sole Tenant** as Nicole had transferred the tenancy agreement to him without her taking any steps with an application under section 100(1) and (2). However, the **Landlord** did file said **A2 Application** on August 9, 2024.
81. It is unsurprising why the LTB could not find a related file because the **Landlord** misled the Tribunal that there was one even though she knew that there was a related file involving the same rental unit (**Rental Unit 410**).
82. As such, there is no evidence to weight between the parties herein (**Landlord** and **Sole Tenant** (McLean)). There is not a justiciable issue. Moreover, since the **Landlord** has not filed and served a single document in this **T2 Proceeding**, she is prohibited from relying on any filings made by her or on her behalf. Therefore, the facts and evidence are not in dispute but only the application of the law.
83. Henceforth, the "Binding Admissions" are defined as the admissions made by the **Landlord** as follows:
 - a. The **UO Discovery Date Admission**; and
 - b. The delinquent filing date admission wherein the **Landlord** filed the A2 some 243 days after she was *permitted* to do so (the "**Statutorily Barred Application**").
84. Section 104(4) of the *RTA* states:

"Deemed assignment
 (4) A person's occupation of a rental unit shall be deemed to be an assignment of the rental unit with the consent of the **Landlord** *as of the date the unauthorized occupancy began* if,
 (a) a tenancy agreement is not entered into under subsection (1) or (2) within the period set out in subsection (3);
 (b) the **Landlord** does not apply to the **Board** under section 100 for an order evicting the person within 60 days of the **Landlord** discovering the unauthorized occupancy; and
 (c) neither the **Landlord** nor the tenant applies to the **Board** under section 101 within 60 days after the end of the subtenancy for an order evicting the subtenant. 2006, c. 17, s. 104 (4)."

85. Mr. McLean is a person. He was occupying the **Rental Unit 410** at the time of the **UO Discovery Date Admission** (October 10, 2023). The **Landlord** did not apply to the LTB within 60 days of her admitted discovery of his unauthorized occupancy. She applied some 243 days after the expiry of the statutory limitation period. Statutory limitation periods can seem unfair but if an individual feel that way, they can speak with their local member of the Legislature in their riding about putting forth a bill in the next sitting of the Legislature.
86. Therefore, Mr. McLean was the **Sole Tenant on October 10, 2024**. When putting the law in context of the **Landlord's** representations to the Tribunal on August 9, 2024, they are all without merit factually but most importantly at law.
87. The Tribunal cannot fashion any remedies for the **Landlord** that fit her wants and needs. The **Binding Admissions** were not only made but she did not make any attempt to amend her application before withdrawal. Therefore, the **Binding Admissions** remain in perpetuity.
88. Now that the Tribunal has lost jurisdiction due to the monetary amounts having been exceeded due in part to its failures to manage the LTB Proceeding in accordance with it being an urgent hearing, the Applicant relies upon the evidence contained in his to be filed Compendium which is denoted below. The **Applicant** relies upon the law of admissions as follows. Our hallowed ONCA, the highest in our province with the final say on important issues of law, adopting the reasoning in *Serra v. Serra* found the following in relation to the law of admissions in *Champoux v. Jefremova*, 2021 ONCA 92 (CanLII):
- “[34] A trial judge has the freedom to interpret what an admission means: *Allto Construction Services Ltd. v. Toronto and Region Conservation Authority*, 2017 ONCA 488, at para. 11. But that interpretive exercise cannot morph into an analysis of the veracity of the admission. A formal admission is not like other pieces of evidence led at trial that a judge can weigh at their discretion. A formal admission is conclusive of the matter admitted. The court is bound to act on formal admissions before it, *even if* other evidence contradicts the admission: *Serra v. Serra*, 2009 ONCA 105, 93 O.R. (3d) 161, at para. 106.”
89. English language is the obvious bedrock of our common law because without it, vertical stare decisis cannot exist. “Formal” is defined as: done in due or lawful form (see: [Merriam-Webster dictionary, definition 2\(b\)](#)).
90. The Landlord's admission in the A2 Application was a formal admission:
- a. The Landlord completed a prescribed document;
 - b. The Sole Landlord signed the prescribed document;
 - c. The Sole Landlord completed and signed the prescribed document under the penalty of statutory offence;
 - d. The Sole Landlord affirmed and reaffirmed the A2 Application filing by the following:
 - e. The inclusion of Nicole as a party in the A2 Application;

- f. The request to shorten time on August 21, 2024;
- g. The Sole Landlord never sought to amend the A2 Application;
- h. The Sole Landlord left the record of that proceeding as is before its withdrawal; and
- i. The Sole Landlord did not seek to unwind or set aside her own withdrawal.

91. Without the benefit of the A2 Application and documents in the A2 Proceeding, the Applicant had analyzed Reg 516. However, that was a “red herring” after learning of the admissions made by the Landlord. On first blush, section 3(2) of Reg 516/06 has some apparent applicability because of Mr. McLean and Nicole being spouses from April 11, 2019 to June 23, 2024. However, not in these circumstances because by the Sole Landlord’s admission, Mr. McLean became the Sole Tenant on December 9, 2023, but commencing on October 10, 2023. Ergo, Nicole’s vacating the Rental Unit was that of an occupant and not a tenant. Therefore, it would have only been in opposite circumstances that if Mr. McLean vacated and Nicole remained. Mr. McLean, of course, did not vacate the Rental Unit on September 20, 2024, but was unlawfully displaced and illegally evicted albeit in the midst of two proceedings that were ongoing before the LTB. Even worse, the Sole Landlord, with 44 days passing since being served with the T2 Application and 42 days passing since her filing of the A2 Application, and some 30 days since her “requests to shorten time” were correctly refused engaged in illegal lockouts of Mr. McLean, who she admitted was the sole occupant of the Rental Unit at the time of those Unlawful Lockouts. She lied to the Tribunal about whether there were any related applications (see: page 2 of the A2 Application).
92. While that evidence goes to payment and terms it is the Landlord’s admission in her A2 Application wherein she states, “My daughter, Nicole Artopoulos, is the proper tenant”. Therefore, the definition by the Legislature of “tenant” is most germane.⁶
93. Therefore, Unit 410-775 King Street West, Toronto, Ontario, M5V 2K3 was and is a “Rental Unit”.
94. The respondent landlord cannot be a tenant because is the sole shareholder, dovetailed to Unit 410, in the TSCC 2320 that owns the residential complexes known as the Minto Buildings.
95. There was no evidence that Mr. McLean was an heir, assign or personal representative of Nicole. Therefore, if Nicole was the “proper tenant” as the Landlord would have it by factual and subjective mind admission, then the liability question turns on what is meant by a “deemed statutory assignment”. Moreover, what is the distinction between a “transfer” and “assignment” (if any)? Lastly hereunder, can the Tribunal fashion or make remedies of an equitable nature such as resulting or constructive trusts?
96. The answer to the last question is in the negative. The Tribunal is a creature of statute and any such decision or order, while immediately not with the ambit of questions to be determined in this T2 Application, on a balance of probabilities, would be ultra vires the Tribunal. Such a decision or order would be void ab initio and an abdication of its jurisdiction. In *Warrach v. Choudhry*, 2018 ONSC 1267, the Divisional Court found that when the LTB is determining whether someone is a

“co-owner” of the residential complex, and hence excluded from the definition of “tenant”, the LTB should only have regard to whether that person has a legal ownership interest in the property. The LTB does not have the authority to determine whether someone has an equitable interest in the rental unit (see: [Interpretation Guideline 21](#) with select link to [highlight](#)). While a constant theme herein as per the SCC in *Rio Tinto*, as a matter of rule of law which would attract the immediate correctness standard in that a reviewing court in the ONSC Divisional Court would show no deference to such an error, that the only issues to be determined, on a balance of probabilities (i.e. whether it is more likely than not on the evidence filed and served (which this T2 Application and expansion of issues by the Landlord’s malicious and unlawful conduct after her two requests to shorten time failed) are whether the Landlord contravened the *RTA* on the various dates (see: July 12, 2024; September 14, 2024; September 15, 2024; September 20, 2024 (x 2); and September 23, 2024 (if the Condo Manager’s comments can be attributed to the Landlord). If the Sole Landlord more likely than not did so, then what relief is the Applicant entitled to on a non-monetary level and then a monetary level? As the Landlord admitted facts that led to the irrefutable and non-justiciable legal conclusions that Mr. McLean was the Sole Tenant as of December 9, 2023, then the Applicant is entitled to the primary protection and purpose of the *RTA*, section 1.

97. Since the LTB cannot make any determinations as to any equitable interests, and the Sole Landlord having attorned to the jurisdiction of the Tribunal (i.e. took active steps in this T2 Proceeding that were lockstep with the A2 Proceeding) as opposed to bringing an immediate motion to consolidate a potential A1 Application (none exists) with a request to shorten time and seek relief under an A1 Application (hypothetically speaking), the parties herein are clearly and unequivocally delineated:
 - a. The respondent in Mrs. Aphy Artopoulos (BA, MM) *nee* Tatsios is the “Sole Landlord”;
 - b. The applicant in Mr. Kevin A McLean (BA, JD, CIM) is the “Sole Tenant”.
98. Nicole is not a party in this T2 Application but she was a party in the A2 Application. Her “radio silence” therein whilst, of course, being served with the A2 Application and Schedule of Parties, was most *deafening*. She did not dispute that she transferred the tenancy to Mr. McLean without the consent of the Sole Landlord.
99. “Assigns” and “assignment” is not defined under the *RTA* or the Legislation Act.
The starting point is the dictionary definition. “Assignment”: the transfer to another of a right, interest, or title to property, esp personal property assignment of a lease (see: Collins Dictionary, “assignment”). “Transfer” means: law, to make over (property, etc.) to another; convey (see: Collins Dictionary, definition of “transfer”).
100. Mr. McLean and the Sole Landlord did not enter into a tenancy agreement under subsection (1) of section 104. Nor could they as the clear language from the Legislature does not include a “deemed assignment” but an “assignment” of the rental unit without consent. To the extent that an “assignment” and a “transfer” are ‘one and the same’ at law in relation to the language in the A2 Form and under the statutory section of 104(1),

101. What is not in dispute is that the statutory sections of section 104(2) do not apply as the Landlord did not check the box under “Reason 2”. What is most remarkable at page 5 of 7 of the A2 Application is that the Landlord did not check the box for “reason 2” or “Reason 3” but then proceeded to fill out the boxed space for “explain your reasons for refusing to give consent and why you believe they were reasonable under the circumstances”.
102. However, at page 4 of 7, the Sole Landlord checked the box of “Reason 1”: the tenant transferred the tenancy to another person WITHOUT my consent. This person is an unauthorized occupant. She was clear in what she wanted the board to do which was end the original tenancy and evict Mr. McLean who she felt, and admitted formally, was an unauthorized occupant in the unit [rental] as of October 10, 2023.
103. Formal legal documents and formal admissions come with formal consequences.
104. What the Sole Landlord confused was the concept, legal in nature, between from when the 60 days ran from. She clearly by filing, without serving or even the pretense of a certificate of service in either the A2 Proceeding or the T2 Proceeding for her requests to shorten time though the 60 days ran from June 23, 2024, when Nicole vacated the rental unit.
105. The Sole Landlord admitted on page 2 of 7 in the A2 Application that Mr. McLean’s principal residence was the Rental Unit. The Landlord admitted that the Rental Unit covered by her A2 Application was the Unit 410.
106. The Member Solomon Decision is most articulately and beautifully written (see: Declaration of the Applicant on January 25, 2025) at paragraph 24.⁷
107. In effect, Member Solomon confirmed that the LTB has no equitable jurisdiction in this regard.

VOLUME #2(B): LEGAL GROUNDS

108. The **Applicant** relies on the *RTA*.

Monetary Amount of the LTB exceeded and only the ONSC can decide the same

109. Section 207(2) of the *Act*, provides that “a person entitled to apply under the *Act* but whose claim exceeds the Board’s monetary jurisdiction may commence a proceeding in [court] for an order requiring payment of that sum and...the court may exercise any power that the Board could have exercised if the proceeding had been before the Board and within its monetary jurisdiction”.

110. Per s. 207(2) of the *Act*, the Court of Appeal held that since the estate claimed damages exceeding the monetary jurisdiction of the Small Claims Court, and therefore exceeded the jurisdiction of the Board, the appellants were entitled to commence their proceeding in the Superior Court. Furthermore, through the operation of section 207(2), the court would be able to make any order the Board could have made in addition to any relief it could grant in a court proceeding: *Letestu Estate v. Ritlyn Investments Limited*, 2017 ONCA 442.
111. Section 168(2) provides that the board "has exclusive jurisdiction to determine all applications under this Act and with respect to all matters in which jurisdiction is conferred on it by this *Act*".
112. Section 207(1) provides that the board may, "where it otherwise has the jurisdiction, order the payment to any given person of an amount of money up to the greater of \$10,000 and the monetary jurisdiction of the Small Claims Court".
113. Pursuant to section 29(2) of the *RTA*, "No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred. 2006, c. 17, s. 29 (2): section 29(2) of the *RTA*."

VOLUME #2(B)(I): LEGAL GROUNDS BY WAY OF AUTHORITIES

114. The **Applicant** relies on the following authorities herein for a prompt, urgent and efficient determination of all of the issues herein:

VOLUME #1: *RTA*, Reg 516, LTB Rules, and LTB Guidances

- a *Residential Tenancies Act*, 2006, SO 2006, c 17 (select pages) [*"RTA"*]
- b Reg 516/06 [*"Reg 516"*]

VOLUME #2: LTB Rules

- c SJTO Common Rules (the "*Common Rules*") and LTB Rules of Procedure (the "*LTB Rules Of Procedure*" or "*Specific Rules*")

VOLUME #3: Jurisprudence

VOLUME #3(A): Other Appropriate Orders:

- d *Ottawa Carleton Association for Persons with Developmental Disabilities/Open Hands v. Seguin*, 2020 ONSC 7405^{1 2 3} [*"Seguin"*]

VOLUME #3(B): Seriousness of Losing One's Home and Access to One's Home

- e *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083⁴ [*"Manikam"*]

VOLUME #3(C): Standard form of order

f *CW v. FV*, 2020 CanLII 3142⁵ [“*CW*”]

VOLUME #3(D): Illegal eviction – uncontested – no witnesses required (nota bene: in light of Landlord failure to serve a single document – Landlord, unless she seeks an order with the requisite motion materials, has no evidence and no submissions before the Tribunal for November 15, 2024

g *HP v. JOP*, 2020 CanLII 31244 [TSL-11734-19 (Re), 2020 CanLII 31244 (ON LTB)] ⁶ [“*HP*”]

VOLUME #3(E): Section 22 requires substantial interference

h *Pajelle Investments Ltd. v. Herbold*, 1975 CanLII 32 (SCC), [1976] 2 SCR 520 [“*Pajelle*”]

VOLUME #3(F): Scope of the *RTA* and *SPPA*

i *Zhou v. Cherishome Living*, 2020 ONSC 500⁷ ⁸ [“*Zhou*”]

VOLUME #3(G): Section 25 of the *RTA* (breach of privacy)

j *Wrona v. Toronto Community Housing Corporation*, 2007 CanLII 3228 (ON SCDC) [“*Wrona*”]

VOLUME #3(H): Deemed Assignment pursuant to section 104(4) of the *RTA* [see: assignment general principles] – 60 days from the date of Landlord knowing and believing that there was an unauthorized occupancy – hence documents from Other LTB Proceeding remain crucial for context and evidence

k TSL-85613-17 (Re), 2017 CanLII 59997 (ON LTB) as per Member Solomon [“*Solomon Decision*”]

VOLUME #3(I): Tenant; Landlords; No Additions of parties; equitable interests not considered in definition of landlord; and ultimate authority

l *Slapsys (1406393 Ontario Inc.) v. Abrams*, 2010 ONCA 676 [“*Abrams*”]

m *Warraich v. Choudry*, 2018 ONSC 1267⁹ ¹⁰ [“*Choudry*”]

VOLUME #3(K): Section 24 cases (Illegal Lockouts; altering a locking system without providing a replacement key; determined on a balance of probabilities;

VOLUME #3(K)(i): only other reported case where Landlord locked a tenant after filing with LTB or during the LTB Proceeding (“*SA*”); interim orders during the LTB Proceeding and on scheduled hearing proper date

- n *SA v. DM*, HOT-02167-17-IN4 (Re), 2018 CanLII 41845 as per Vice Chair Lang [“*SA/DM*” or “*SA*”]

VOLUME #3K(ii): *RTA* applies – subjective belief that it does not – inapplicable (nota bene: similarly, to “ignorance of the law is no defence”)

- o *CB v. RS*, TNT-88669-16 (Re), 2017 CanLII 14307 [“*CB*”]

VOLUME #3K(iii): Even complaints about drug use not sufficient to lock out a tenant

- p *AM v. MJ*, TST-78142-16 (Re), 2016 CanLII 88280 (ON LTB) [“*AM*”]

VOLUME #3K (iv): Even where there is an order *not to occupy* – landlord cannot lock out

- q CET-55930-16-RV (Re), 2016 CanLII 88098 (ON LTB)

VOLUME #3(K)(v): LL can only change locks with directions of Sheriff

- r 2010 CanLII 2530

VOLUME #3(K)(vi): Reason to Change Locks irrelevant; tenancy only; witnesses not needed when lockout has occurred (as the evidence will be whether the Landlord applied regarding the same)

- s *TMW v. JP and SP*, 2017 CanLII 93897^{11 12} [“*TMW*”]

VOLUME #3(K)(vii) Deactivation of FOB and *RTA*/LTB jurisdiction

- t *Drewlo Holdings Inc. v. SR*, 2013 HRTO 1945 at paragraph 34¹³ [“*Drewlo*”]

VOLUME #3(L): Threat, Extortion *et al*

- u *MJ v. DW*, 2015 CanLII 85055 as per Member Rodrigues¹⁴ [“*MJ*” or “*Member Rodrigues Decision*”]

VOLUME #4: Orders involving compensation, damages and other orders

VOLUME #4(I): Compensatory damages (non-pecuniary damages): (i) contract; or (ii) statute

VOLUME #4(A): Mental Anguish

- v *Mejia v. Cogni*, 2007 CanLII 2801¹⁵ [“*Mejia*”]

- a. *Unreported: Taft and Rumble v. Whitesands* 2009 OJ 3190¹⁶ (cited in 2018 CanLII 113887 per Adjudicator Kaufman)¹⁷
 w *Beseiso v. Presendieu*, 2022 ONSC 6424¹⁸; [“Presendieu”]
 x 2012 CanLII 46802

VOLUME #4(B): Member Croco Case

- y EAT-58948-16 (Re), 2016 CanLII 72081¹⁹ [“Croco Decision”]

VOLUME #4(C): Aggravated Damages (a form of general damages but increased based on conduct of the respondent/defendant; malice, spite, malevolence, *et al*; and aggravated damages a form of damages under general damages)

- z *Batiso v 690981 ONTARIO LTD/ C/O CRECCAL LTD*, 2024 ONLTB 8625 (CanLII) [“Batiso”]

Volume #6: Service and giving of documents by one party to another party (or person) NOT named the LTB (Tribunal)

Our courts have found that the law is, as found by the LTB in 2016, that it is not whether the party receives the documents sent in accordance with section 191 of the *RTA* but whether the sending party complied with *RTA*, s. 191 and Rule 3 of the LTB Specific Rules

Respondent Landlord failure to comply with Rule 19 of the LTB Rules and consequences of Rule 19.7 of the LTB Rules: not permitted to rely on the documents filed at the Hearing Proper without bringing a motion, serving the Tenant, and obtaining an order

- aa *Toronto Community Housing Corp. v. Zelsman*, 2017 ONSC 5289 [“Zelsman”]

Volume #7: Assignment (An assignment is the 'stepping into the shoes' of another, typically in the course of a contract or a chattel sale) (cited but not included due to length: *Peace River Hydro Partners v. Petrowest Corp.*, 2022 SCC 41 at paragraph 106²⁰;

Volume #7(a): discussion as to why the Condominium Act does not apply to an assignment

- bb *Urmila Holding, Inc. v. Anand Holdings Inc.*, 2021 ONCA 886 at paragraph 32; [“Urmila”]

VOLUME #8: Administrative Fines

- cc *Francis v. I-Land Corp*, 2021 CanLII 129998²¹ [“Francis”]
 dd *Equity Builders Ltd. v. Petrella et al*, 2023 ONSC 7516^{22 23} [“Equity Builders” or “Petrella”]

VOLUME #2(B)(I)(a): FURTHER AUTHORITIES

115. The Applicant relies on the authorities relating to the below issues such as the record of proceeding contents, evidentiary requirements before the LTB, abuse of process and formal admissions:

The Law of Admissions

Formal vs. Informal Admissions⁸

- a) *Curtis v. Medcan Health Management Inc.*, 2023 ONSC 7296 at [paragraph 27](#);
- b) Sopinka, Lederman and Bryant, *The Law of Evidence in Canada*, 2nd ed. (Toronto: Butterworths, 1999 at p. 1051);⁹
- c) Sopinka, Lederman and Bryant, *The Law of Evidence in Canada*, 5th ed (Toronto: LexisNexis, 2018) at 138¹⁰
- d) *Canada Permanent Mortgage Corporation v. The City of Toronto*, [1951 CanLII 121 \(ON CA\)](#), [1951] O.R. 726, where the court at paragraph 7¹¹
- e) *Hughes v. Toronto Dominion Bank*, (2002) 21 C.P.C. 5th 388 at para. 10¹²
- f) *Marchand (Litigation Guardian of) v. Public General Hospital Society of Chatham*, [2000 CanLII 16946 \(ON CA\)](#), 51 O.R. (3d) 97 at para. [77](#)
- g) *Serra v. Serra*
- h) *Champoux v. Jefremova*, 2021 ONCA 92
- i) *Quest Management Systems Inc.*, 2014 ONSC 3473 (CanLII), at para 67,
- j) *R v Robertson*, 2021 SKCA 125 at [paragraph 20](#)
- k) *Marchand v. The Public General Hospital Society of Chatham*, 2000 CanLII 16946 (ON CA)
- l) *Maier Estate v. Bulger*, 2024 FC 1267 at paragraph 51
- m) *Azevedo v. Rumball et al.*, 2024 ONSC 3127 at [paragraph 29](#)

Quick Resolution of Issues

- n) *RPC Construction Ltd. v Zhiyi Zhou*, 2017 ONSC 4044 (CanLII), at para 45¹³,

Dispositive of Issue on a Motion

- o) *Dustbane v. Gifford*, 2015 ONSC 1036

Admissions in leasing and tenancy matters

- p) *Kostruba and Sons v. Pervez*, 2011 ONSC 4894 at paragraph [37](#)¹⁴, [paragraph 41](#)¹⁵;

More than Inadvertence is Required

- q) *Falco v. P.V. & V. Insurance Centre*, [2007] O.J. No. 3057 (ONSC), at para. 19¹⁶, Glithero J.
 r) *Seal Tech Basement Sealing Inc. v Prychitko*, 2014 ONSC 6038 at paragraph 28¹⁷

Innocent client with negligent lawyer or something else?

- s) *National Utility Service*, at para. 8, citing *Halton Community Credit Union Ltd. v. ICL Computers Ltd.* (1985), 1 C.P.C. (2d) 24 (Ont. C.A.), at para. 11.¹⁸

Abuse of Process

Jurisprudence

Prevent its procedure from being misused

- t) *Toronto (City) v. C.U.P.E., Local 79*, 2003 SCC 63 at para. 3

Inconsistent factual positions (not merely inconsistent election or rights) advancing irreconcilable positions in various actions is impermissible

- u) *First Majestic Silver Corp. v. Davila Santos*, 2012 BCCA 5 at para. 22.¹⁹

Inconsistent positions in **prior proceedings** can constitute an abuse of process

- v) *Mystar Holdings Ltd. v. 247037 Alberta Ltd.*, 2009 ABQB 480

Responsive pleadings and materials can be dismissed as abuse of process

- w) *Behn*, 2013 BCCA

I am persuaded that a party is not free to deliberately argue diametrically inconsistent facts in various actions, thus knowingly advancing irreconcilable positions which are not articulated as alternative claims

- x) *Glover v. Leakey*, 2016 BCSC 1624

extends to any circumstance in which the court process is used for an improper purpose

- y) *Jensen v. Ross*, 2014 BCCA 173

Whether action in a Superior Court and response in a small claims or inferior court matter – abuse of process applies

- z) *Pepper's Produce Ltd. v. Medallion Realty Ltd.*, 2012 BCCA 247 as per Madam Justice Levine at paragraph 28²⁰

... [N]either pleadings nor any other of the court processes are a game to be played according to what appears to be a strategic advantage of the time

- aa) *Halagan v. Reifel*, 1997 CarswellBC 4040

VOLUME #3: DOCUMENTARY EVIDENCE

116. The following documentary evidence will be used at the hearing of the application before the ONSC by way of references to the tabs and enumerated pages in his to be filed Compendium:

- a) T2 Application, filed on August 7, 2024 (served on the Respondent Landlord by LTB);

VOLUME #1(B): Declarations

- b) Declaration #1 and Declaration #2 (made on December 28 and 29, 2023);
- c) Declaration #3, made on February 6, 2023;
- d) Declaration #4, made on July 19, 2024
- e) Declaration #5, made on July 20, 2024;
- a. Declaration #6, made on September 8, 2024;
- f) Declaration #7, made on September 8, 2024;
- a. Declaration #8, made on September 10, 2024
- g) Declaration #9, made on September on September 11, 2024;
- a. Certificate of Service, made and filed on September 12, 2024 (involving declarations #6 and #9) (defined for purposes of "Final Current Submissions" as "COS #1")
- h) Declaration #10, made on September 20, 2024

VOLUME #2: Documents filed AND given to Landlord, pursuant to *RTA*, section 191 and Rule 3 of the Specific Rules, POST his knowledge of the Unlawful Lockouts (absent notice to the Tenant; contrary to the *RTA*; and during the LTB Proceeding without an order of the LTB and absent an application filed (nota bene: awaiting said filing by the Landlord)

- i) Declaration #12, made on September 21, 2024

- j) Declaration #14, made on September 22, 2024
- k) Declaration #15, made on September 23, 2024
- l) Declaration ##16, made on September 24, 2024
 - a. Request to shorten proceedings: (i) Form; and (ii) Initial Submissions
- m) Declaration #17, made on September 29, 2024
 - a. Vice Chair Delorenzi Order, made on October 1, 2024

<u>VOLUME #3:</u> Post Vice Chair Delorenzi Order
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- n) Declaration #18, made on October 2, 2024
 - a. Initial Submissions of the Tenant made on October 2, 2024
- o) Two filed certificates of service: (i) Party (Respondent Landlord); and (ii) represented counsel for the Condo Corporation and acceptive service on behalf of Goldview and Ms. Ferguson (Condo Manager):
 - a. COS involving the Respondent Landlord defined as “COS #2
- p) Declaration #19, made on October 3, 2024;
- q) Notice of Video Hearing, sent on Friday, October 4, 2024

<u>VOLUME #4:</u> Post Notice of Video Hearing (nota bene: Landlord had until Monday, October 7, 2024 to request alternative service)
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- r) Tenant letter, dated October 4, 2024:
- s) Declaration #20, made on October 6, 2024
- t) Tenant Letter, October 6, 2024
- u) 2nd Submissions filed herein (October 6, 2024)
- v) Declaration #21, made on October 8, 2024
- w) Declaration #22, made on October 10, 2024
- x) Interim Motion Record (1st filed: October 10, 2024)
- y) Declaration #23, made on October 10, 2024
- z) Declaration #24 Made on October 12, 2024
- aa) Letter, October 19, 2024
- bb) Declaration #25, October 20, 2024
- cc) Emails sent by Tenant to LTB with Landlord copied (nota bene: Landlord non-responsive)
- dd) COS #3(October 24, 2024 relating to previously sent materials in the interim motion record by Express Post, sent on Monday, October 21, 2024, but not, in fact, delivered until October 24, 2024; nota bene: did not included the amended interim motion record and amended submissions of October 20, 2024 as it may be argued separately before or at the time)
- ee) Tenant Letter, October 24, 2024
- ff) Tenant Letter, October 24, 2024 (re: breach of LTB Rule 3.4: Landlord filing a “Fictitious COS” and “Request for Alternative Service” contemporaneously: an impossibility at law)
- gg) Tenant Letter, October 25, 2024 (re: citing Zelsman for confirmation purposes that the Landlord could not have filed a COS and a “Request for Alternative Service” at same time)
- hh) Tenant letter filing, October 27, 2024 (re: Landlord emails in July 2024 with her stated reason for needing or wanting the Tenant (Mr. McLean) was for a real estate professional (unclear what that means in fact) to have access to RU 410 without Mr. McLean’s property and him personally on a permanent basis. Mr. McLean did not consent.)

- ii) Tenant letter, October 28, 2024
- jj) Declaration #26, made on October 28, 2024
- kk) COS #4 of the **Applicant**, October 28, 2024
- ll) Tenant letter, October 29, 2024 (citing Zelsman and other cases);
- mm) Tenant Letter of October 31, 2024

- nn) Tenant accommodation request, November 4, 2024
- oo) Tenant letter filing on November 7, 2024

VOLUME #6: Post Landlord failing to comply with Rule 19 of the LTB Rules, and pursuant to Rule 19.7 of the LTB Rules, the Landlord is prohibited from relying on any material filed unless she obtains an order²¹

- pp) Tenant's brief submissions on November 7, 2024 (confirming awaiting whether Landlord would give any documents in accordance with the *RTA*, s. 191 and LTB Rule 3 at least 7 days before the Hearing Proper)

VOLUME #7: Post Landlord's failure to give a single document at least 7 days before the Hearing Proper

- qq) Tenant's briefing of the cases of the Riverview Law Group on November 8, 2024;
- rr) Other documents to be contained in the Applicant's Compendium in accordance with the Rules of Civil Procedure; and
- ss) Such other material that the Applicant may file hereafter in the JSO Portal.

February 24, 2025

27th



Mr. Kevin A. McLean (B.A, J.D, CIM)
 410-775 King Street West
 Toronto, Ontario
 M5V 2K3
mrkevinalexandermcleanbajdcim@gmail.com



RCP-E 14E (September 1, 2020)

¹(2) A person entitled to apply under this Act but whose claim exceeds the Board's monetary jurisdiction may commence a proceeding in any court of competent jurisdiction for an order requiring the payment of that sum and, if such a proceeding is commenced, the court may exercise any powers that the Board could have exercised if the proceeding had been before the Board and within its monetary jurisdiction. 2006, c. 17, s. 207 (2).

²Although it would be impossible for such order to have any legal effect per se because of the deficiencies denoted in the reconsideration submissions and motion materials, albeit a reference by the reconsideration tribunal that no such order was made. The Applicant reserves his rights in all respects.

³To the extent, as it remains unclear (as a Mr. Kumar appears to be now counsel), that Ms. Kanavas was intending on doing so or may do so

⁴While Mr. Dimitri Kanavas' name was somehow included at one point as counsel for the Sole Tenant, which was false, he did not appear on November 15, 2024, so said order is out of an abundance of caution and pre-emptive to a degree. Moreover, it appears that Mr. Dimitri Kanavas is a solicitor by trade in the area of residential real estate conveyancing.

⁶"tenant" includes a person who pays rent in return for the right to occupy a rental unit and includes the tenant's heirs, assigns and personal representatives, but "tenant" does not include a person who has the right to occupy a rental unit by virtue of being,

(a) a co-owner of the residential complex in which the rental unit is located, or

(b) a shareholder of a corporation that owns the residential complex.

⁷I] I again confirm that the Landlord was aware, by her written admission, that Nicole transferred the tenancy and tenancy agreement to me on October 10, 2023. My computation remains that the Landlord had to make an application to the Tribunal pursuant to section 104(4) and (3) and the Member Solomon Decision as per my BOA (Tab 11) (see: 2017 CanLII 59997 (see: TSL-85613-17 (Re), 2017 CanLII 59997 (ON LTB) as per Member Solomon ["*Solomon Decision*"]]) which found:

The application is out of time

- [2] On June 2, 2017, the Landlord filed an A2 Application about a Sublet or an Assignment (A2) with the Board. In the A2, the Landlord checked off Part 3, Reason 1, claiming that "the tenant transferred the tenancy to another person without my consent. This person is an unauthorized occupant". The Landlord requested that the Board issue an order ending the tenancy and evicting the unauthorized occupants.

[nota bene: the Sole Landlord did the same]

3. In the application, the Landlord indicated that he first became aware that there were unauthorized occupants in the rental unit on January 15, 2017. At the hearing, the Landlord submitted an affidavit that states that on January 15, 2017, it came to his attention that there were four illegal occupants residing in the basement of the residential complex. At the hearing, the Landlord confirmed in his testimony that he first discovered that unauthorized occupants were living in the rental unit on January 15, 2017.

[nota bene: the Sole Landlord admitted that she first became aware that Mr. McLean as an unauthorized occupant on October 10, 2023]

4. The Landlord's application is grounded in section 100(1) of the *Residential Tenancies Act, 2006* (the "Act"), which states:

"If a tenant transfers the occupancy of a rental unit to a person in a manner other than by assignment authorized under section 95 or a subletting authorized under section 97, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant and the person to whom occupancy of the rental unit was transferred."

5. Section 100(2) of the Act states that an application under subsection (1) must be made no later than 60 days after the landlord discovers the unauthorized occupancy.

6. In the present case, I find that the Landlord filed the application more than 60 days after he discovered that the unauthorized occupants were living in the rental unit. Therefore, the application is out of time.

7. The Landlord's legal representative argued that the application should not be dismissed because the Landlord sought legal advice after he discovered the unauthorized occupants. I take this to mean that the Landlord wanted me to find that the limitation period in section 100(2) runs from the date he retained counsel; however, this is not what the provision says. The language in section 100(2) is clear that the 60-day limitation period runs from the date the Landlord became aware of the unauthorized occupants. I

do not have discretion to alter the limitation period in section 100(2) or to tailor it to the Landlord's circumstances. Accordingly, the application is barred by section 100(2).

⁸Formal Admissions: (i) by a statement in the pleadings or by failure to deliver pleadings; (2) by an agreed statement of facts filed at the trial; (3) by an oral statement made by counsel at trial, or even counsel's silence in the face of statements made to the trial judge by opposing counsel with the intention that the statements be relied on by the judge; (4) by a letter written by a party's solicitor prior to trial; or (5) by a reply or failure to reply to a request to admit facts

⁹A formal admission in civil proceedings is a concession made by a party to the proceedings that a certain fact or issue is not in dispute. Formal admissions made for the purpose of dispensing with proof at trial are conclusive as to the matters admitted. As to these matters, other evidence is precluded as being irrelevant but, if such evidence is adduced, the court is bound to act on the admission even if the evidence contradicts it.

¹⁰Formal admissions made for the purpose of dispensing with proof at trial are conclusive as to the matters admitted. As to these matters, other evidence is precluded as being irrelevant but, if such evidence is adduced, the court is bound to act on the admission even if the evidence contradicts it. ...

¹¹<https://canlii.ca/t/ggfkq/par165>

¹²An admission has been defined as an unambiguous deliberate concession to the opposing party

¹³[45] This issue was resolved quickly for me when I re-read the defendants' pleading entitled, "Reply to the Claim for Lien." In the first three paragraphs of this document, the defendants concede that the base contract price should be calculated on 5,607 square feet, not 5,000 square feet. As stated in *Marchand (Litigation Guardian of) v. Public General Hospital Society of Chatham*, 2000 CanLII 16946 (ON CA), 2000 CarswellOnt 4362 (Ont. C.A.) at paragraph 77, a pleading admission is conclusive as to the matter admitted. Given this admission, I find that the base contract price must indeed be so calculated, namely on the basis of 5,607 square feet.

¹⁴An important case where a party had admitted to their status as a tenant and then sought to withdraw the same:

[37] It is clear that the effect of the proposed amendment to the Statement of Defence is to withdraw an admission. In the original Statement of Defence, the defendant admitted that he was the tenant. He now wishes to assert that he was not the tenant, and that the description of him as a tenant in the offer to lease was a mistake. Rather, it was intended that his corporation, Komplete, be the tenant.

¹⁵[41] There can be little dispute that an admission contained in a pleading is of a different order than other allegations in a pleading. An admission is something on which the other party is entitled to rely. An admission means the other party is not required to prepare its case on a particular issue, or preserve evidence on that issue. The other party will structure its case, in part, on the assumption that an admission can be relied upon.

¹⁶Otherwise we are left with a system whereby the party who properly follows the rules and serves the notice, proceeds with its action on the basis that those facts are admitted and only learns when it seeks to benefit from having followed the rules, that the other side can avoid the consequences of its failure by simply saying "inadvertent".

¹⁷There must be some explanation as to what went procedurally awry in the solicitor's office that resulted in the failure to respond: *Falco v. P.V. & V. Insurance Centre*, [2007] I.L.R. 1-4639 (S.C.), at para. 19.

¹⁸The first line of cases holds to the principle that the legal position of an innocent client should not be put in jeopardy by the neglect or inattention of his lawyer so long as the opposing party is not prejudiced:

¹⁹*First Majestic*, Mr. Justice Tysse considered whether the concept of abuse of process could extend to inconsistent factual positions rather than just an inconsistent election of rights

²⁰*Pepper's Produce Ltd. v. Medallion Realty Ltd.*, 2012 BCCA 247 i

²¹(nota bene: In order to obtain an order, the Landlord will have to bring a number of motions on short leave seeking leave upon leave upon leave in order to obtain an order before the Hearing Proper. The Landlord represented to the Tribunal that she was unable and had made efforts to serve the Applicant but could not do so by reference to the unknown contents of the Request For Alternative Service on October 24, 2024, but breached LTB Rule 3.4. Therefore, the Landlord had to take steps when she did not have an order to do so.)

FORM 14F

Courts of Justice Act

INFORMATION FOR COURT USE
ONTARIO
 SUPERIOR COURT OF JUSTICE

BETWEEN:

KEVIN ALEXANDER MCLEAN

APPLICANT

AND:

APHRODITE ARTOPOULOS

RESPONDENT

INFORMATION FOR COURT USE

1. This proceeding is an: ☐ action ☒ application
2. Has it been commenced under the *Class Proceedings Act, 1992*? ☐ yes ☒ no

3. If the proceeding is an action, does Rule 76 (Simplified Procedure) apply? ☐ yes ☒ no
- Note: *Subject to the exceptions found in subrule 76.01(1), it is MANDATORY to proceed under Rule 76 for all cases in which the money amount claimed or the value of real or personal property claimed is \$200,000 or less.*

4. The claim in this proceeding (action or application) is in respect of:
 (Select the **one** item that **best** describes the nature of the main claim in the proceeding.)

Bankruptcy or insolvency law	☐	Motor vehicle accident	☐
Collection of liquidated debt	☐	Municipal law	☐
Constitutional law	☐	Partnership law	☐
Construction law (other than construction lien)	☐	Personal property security	☐
Construction lien	☐	Product liability	☐
Contract law	☐	Professional malpractice (other than medical)	☐
Corporate law	☐	Real property (including leases; excluding mortgage or charge)	☒

Defamation	[]	Tort: economic injury (other than from medical or professional malpractice)	[]
Employment or labour law	[]		
Intellectual property law	[]	Tort: human trafficking (<i>Prevention of and Remedies for Human Trafficking Act, 2017</i>)	[]
Judicial review	[]	Tort: personal injury (other than from motor vehicle accident)	[]
Medical malpractice	[]	Trusts, fiduciary duty	[]
Mortgage or charge	[]	Wills, estates	[]

Date: February 24, 2025

Kevin A. McLean

Name of filer

RCP-E 14F (January 2, 2024)



FORM 14F
Courts of Justice Act

INFORMATION FOR COURT USE
ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

KEVIN ALEXANDER MCLEAN

APPLICANT

AND:

APHRODITE ARTOPOULOS

RESPONDENT

INFORMATION FOR COURT USE

1. This proceeding is an: ☐ action ☒ application
2. Has it been commenced under the *Class Proceedings Act, 1992*? ☐ yes ☒ no

3. If the proceeding is an action, does Rule 76 (Simplified Procedure) apply? ☐ yes ☒ no

Note: *Subject to the exceptions found in subrule 76.01(1), it is MANDATORY to proceed under Rule 76 for all cases in which the money amount claimed or the value of real or personal property claimed is \$200,000 or less.*

4. The claim in this proceeding (action or application) is in respect of:

(Select the **one** item that **best** describes the nature of the main claim in the proceeding.)

Bankruptcy or insolvency law	☐	Motor vehicle accident	☐
Collection of liquidated debt	☐	Municipal law	☐
Constitutional law	☐	Partnership law	☐
Construction law (other than construction lien)	☐	Personal property security	☐
Construction lien	☐	Product liability	☐
Contract law	☐	Professional malpractice (other than medical)	☐
Corporate law	☐	Real property (including leases; excluding mortgage or charge)	☒

Defamation []	Tort: economic injury (other than from medical or []
Employment or labour law []	professional malpractice)
Intellectual property law []	Tort: human trafficking (<i>Prevention of and Remedies for</i> [] <i>Human Trafficking Act, 2017</i>)
Judicial review []	Tort: personal injury (other than from motor vehicle [] accident)
Medical malpractice []	Trusts, fiduciary duty []
Mortgage or charge []	Wills, estates []

Date: February 24, 2025

Kevin A. McLean
Name of filer

RCP-E 14F (January 2, 2024)

FORM 16B
Courts of Justice Act
AFFIDAVIT OF SERVICE

ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

KEVIN ALEXANDER MCLEAN

APPLICANT

AND:

APHRODITE ARTOPOULOS

RESPONDENT

AFFIDAVIT OF SERVICE

I, Kevin A. McLean, of the city of Toronto, in the province of Ontario MAKE OATH AND SAY:

1. I served the respondent, denoted above, with the Notice of Application, issued on February 27, 2025, and the Form 14F, filed and stamped by the ONSC on February 27, 2025, by delivering a copy of the same to the Respondent's principal residence address of 64 Roosevelt Road, Toronto, Ontario, M4J 4T7. I effected said form of service on February 2, 2025, at 10:45 p.m.
2. I served the Respondent with the by sending a copy by e-mail to aphy.art@gmail.com on **February 28, 2025**, at 11:01 a.m.
3. I further swear that I have filed (via the e-filing portal) and delivered a copy of the Notice of Application and emails (via ltb@ontario.ca) to the Landlord Tenant Board (the "Board" or "LTB") to confirm that the ONSC has issued my notice of application and my claims and relief sought pursuant to the *Residential Tenancies Act* (Ontario) are outside of its jurisdiction, and that I am proceeding exclusively for said relief before the ONSC.

Sworn before me by video conference

by Mr. Kevin A. McLean at the City of Toronto, in the Province of Ontario, before me on **February 28, 2025** in accordance with [O. Reg. 431/20](#), Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits, Lawyer and Notary

Signature of Commissioner/Lawyer/Notary

Signature of Deponent



Unlimited. No Expiration.
NO ILA PROVIDED.
Identification Confirmed.

1. Case information

- **Email address** mcleansettlement@gmail.com
- **Type of proceeding** Existing proceeding
- **Selected court** Toronto
- **Type of submission** Commercial List
- **Has this submission previously been rejected by the Court?** No
- **Identify the court file number** CV-25-00737996-0000

2. Filing Party information

- **The document(s) are being filed on behalf of:** MCLEAN, KEVIN ALEXANDER, Applicant
- **The document(s) are being filed against:** ARTOPOULOS, APHRODITE, Respondent

3. Uploaded Document(s)

Form 16B: Affidavit of Service

Affidavit of Service_NOA_Form 14_F_Applicant - McLean - 28-Feb-2025-SIGNED-NOTARIZED-FILED.pdf

Are any of the documents in this submission required to be filed and/or issued for a hearing or deadline 6 or 7 business days away?

No



Civil Submissions Online

Confirmation

Thank you for submitting document(s) through the Portal for filing and/or issuance with the Superior Court of Justice in your civil (or Divisional Court) proceeding.

You will be notified by the Court Registrar about whether your document(s) have been accepted for filing and/or issuance. This notice will be sent to you by email **within 5 business days**. Your credit/debit card will only be charged once the filing has been accepted.

If your documents are rejected, you will receive an email from the court office to tell you they have not been filed, the reason(s) for the rejection, and confirming that your credit/debit card has not been charged.

If you need to file or issue documents for a court hearing that is 5 business days or less away or you need to meet a timeline for a step in the proceeding established by legislation, court rules, court practice direction or a court order and the timeline is 5 business days or less away, your request may not be processed in time. Contact the court office for more information.

Please ensure that your computer system can accept emails from the court (for example, by adjusting your spam filter to ensure that you receive all emails from court staff with "@ontario.ca" addresses). If you are expecting an email and have not received one, please check your junk mail folder before contacting the court office.

Court file number

CV-25-00737996-0000

Submitted to the Superior Court of Justice in

Toronto

Confirmation number

2941760

Date and time

28-Feb-2025 12:13 PM

Document(s) submitted**File Name**

Form 16B: Affidavit of Service

Case specific questions and questions about your submission should be directed to the court office where your documents were submitted.

You can find a list of courthouse addresses and phone numbers on the Ministry of the Attorney General's website.

To help us improve our services, please provide us with feedback on your online experience. The information collected is for research purposes only. Your responses are completely confidential.

Rate Our Service

Court file no. CV-25-00737996-0000

FORM 4D

Courts of Justice Act

ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

KEVIN ALEXANDER MCLEAN

APPLICANT

AND:

APHRODITE ARTOPOULOS

RESPONDENT

Affidavit #2 of the Applicant

I, **Kevin Alexander McLean**, Disabled (B.A., J.D., CIM) of **Toronto, Ontario**, **SWEAR THAT:**

1. I am the individual applicant herein and I swear, under the pains and penalties of perjury, the following facts to be true. Where I have stated or sworn information on my belief(s), I have cited the source of my belief(s) by references, citations, end-noting or otherwise.¹
2. I adopt the definitions from the filed documents herein and they have the same meaning herein as they do therein.

Exhibit "A"

3. Now shown to me in this my affidavit and marked as **Exhibit "A"** is a copy of a document that Ms. Nicole Artopoulos ("Nicole"), my former common law spouse and spouse under the *RTA* (i.e. we lived together for more than one year continuously), provided to me during her separation and divorce proceeding (i.e. it culminated in a divorce decree) in 2018 and 2019. Nicole vacated on June 23, 2024. On September

15, 2024, I emailed Nicole to inform her that she had some remaining items in Unit 410 and I left them in the parking spot for Unit 410 on said date. I checked later that night or in the morning of the following day and they were picked up. I was subject to the lockouts on September 20, 2024, which involved being locked out of Unit 410 and then the Minto Buildings (collectively, the “**Unlawful Lockouts**”). I again note that the Landlord represented to me in the Summer of 2024 that she needed me out of Rental Unit 410 so that a “realtor” could show Rental Unit 410. I disagreed and advanced my T2 Application on August 7, 2024.

4. I found this document recently and I tender it for the purposes of demonstrating that the amount noted therein was a “rental amount” for each month. This was the first of several drafts that she provided to her lawyer, Mr. Ted Laan. She asked for my thoughts on it and I informed her that she had to be truthful and honest. She informed me at that time (on or around Summer of 2018) that the rent was approximately \$800 to \$850 per month.
5. She also informed me that Mr. Andrew Papadimitropoulos (her former husband or ex-husband) tendered an amount of rent each month to the Landlord (Respondent) that was consistent to that.
6. I recall now, after refreshing my memory, that I informed her that it is a horrible and bad practice, along with being fraudulent, to engage in that type of deceit, however trivial she felt it was, to engage in the same. I also informed her that Mr. Papadimitropoulos would have receive receipts or supporting documentation to dispel the same.
7. As I have consistently sworn, which will be included in my Compendium herein, I paid the amounts on my own or through companies I controlled at various times, the sum of \$800 to \$850 by e-transfer or cash to the Landlord from 2019 to 2024.
8. There was some argument advanced late in the portion of the LTB Proceeding by now another former counsel or licensee to the Landlord that the *RTA* did not apply. I tender this **Exhibit “A”** to confirm that prior to my arrival in Ontario (April 11, 2018) and thereafter, all monies were tendered to the Landlord on account of rent. **Unit 410** was and is a **Rental Unit**.
9. I am in the process of filing an amended **JRPA Application** to include relief in the alternative if such an argument is authorized to be made and heard.
10. I put the Landlord to strict proof of any and all allegations and representations that she has made to me relating to or about **Rental Unit 410**.

Jurat and Conclusion

11. I swear this affidavit for no improper purpose and for the above purposes.

Sworn before me by videoconference:

by Mr. Kevin A. McLean at the City of Toronto, in the Province of Ontario, before me on **April 7, 2025** in accordance with *O. Reg. 431/20*, Administering Oath or Declaration Remotely.

Signature of Notary

Signature of Deponent



Unlimited. No Expiration.
NO ILA PROVIDED.
Identification Confirmed.

ⁱWhen I have used the expressions (including any permutations) of “in my view”, “in my opinion”, or “belief”, I am not drawing or making any conclusion of law or swearing a conclusion of law but rather citing my position and opinions as a matter of fact.

Vinh The Tran, Esq., LSUC #57761C
Lawyer, Notary, Oaths Commissioner
188-639 Dupont Street, Toronto, ON
M6G 1Z4, T. 647-209-7389
vinhtranlaw@hotmail.com



\$46,800

Provide details of any non-cash benefits that your employer provides to you or are paid for by your business such as medical insurance coverage, the use of a company car, or room and board.

PART 2: EXPENSES

Transportation	
Public transit, taxis	
Gas and oil	X
Car insurance and license	200
Repairs and maintenance	239
Parking	X
Car Loan or Lease Payments	170
SUBTOTAL	556
Health	\$1,165
Health insurance premiums	X
Dental expenses	X
Medicine and drugs	\$20
Eye care	140
SUBTOTAL	2060
Personal	
Clothing	100
Hair care and beauty	150
Alcohol and tobacco	150
Education (specify)	X
Entertainment/recreation (including children)	X
Gifts	X
SUBTOTAL	3400
Other expenses	
Life Insurance premiums	
RRSP/RESP withdrawals	X