

CANADA
PROVINCE DE QUÉBEC
District de Montréal

COUR SUPÉRIEURE

N^o.: 500-

KATHY MAUR, 5832 boul. Décarie, Montréal
(Québec) H3X 2J5,

PLAINTIFF,

Régie du logement case-files:

N^o.: 31-000531-061-G

N^o.: 31-000215-071-G

N^o.: 31-000215-071-J-000331

N^o.: 31-000215-071-T-000629

-vs.-

LA RÉGIE DU LOGEMENT, ayant une place
d'affaires au 5199 rue Sherbrooke Est, bureau
2161, Montréal, province de Québec, H1T 3X1,

MAÎTRE CHRISTINE BISSONNETTE, *es
qualité, Régisseure, Régie du logement*, ayant
une place d'affaires au 5199 rue Sherbrooke Est,
bureau 2161, Montréal, province de Québec,
H1T 3X1,

-and-

CORRADINO "CONRAD" ARCIERO,
1327 Legendre East,
Montréal, Québec H2M 1H3

-and-

ROBERT TORRENTI,
c/o Conrad Arciero, 1327 Legendre Est,
Montréal, Québec H2M 1H3

-and-

NICOLE THERRIEN,
c/o Conrad Arciero, 1327 Legendre Est,
Montréal, Québec H2M 1H3

(all jointly and severally)

DEFENDANTS.

DECLARATION

IN SUPPORT OF HER ACTION, THE UNDERSIGNED PLAINTIFF SAYS AS FOLLOWS:

1. The PLAINTIFF is a tenant in virtue of consecutive verbal leases for the premises situated at **5832 Decarie Boulevard, Apartment 303**, in the City and District of Montreal, H3X 2J5, the first of which verbal leases commenced on or about **15 November 1998** and terminated on or about **February 29, 2000**, and the second of which verbal leases commenced on or about **March 1, 2000**, the premises being a 1-room apartment with bath and open kitchenette for an unchanged rental of **Three Hundred Fifty Dollars (\$350)** monthly;
2. The DEFENDANT *Régie du logement* is an administrative tribunal subject to the superintending authority of the Superior Court;
3. The DEFENDANT **Maître Christine Bissonnette** is a **Commissioner** of the *Régie du logement*;
4. The DEFENDANTS **Conrad Arciero, Robert Torrenti** and **Nicole Therrien**, are the PLAINTIFF's Landlords in virtue of the verbal leases mentioned at paragraph 1 hereof;
5. The PLAINTIFF is hereby claiming from the DEFENDANTS, jointly and severally, the sum of **Thirty Thousand Dollars (\$30,000)** in moral and material damages and exemplary damages for intentional harm caused to the undersigned by frivolous litigation during the months of **March**,

April, May, June and July, 2000, under reserve of all rights and without limitation, the whole in virtue of a *mise en demeure* dated **June 7, 2000** and served upon the DEFENDANTS on **June, 2000**, the whole as is more fully apparent from true copy of same with service attached herewith as **Exhibit P-1**;

6. The PLAINTIFF and the DEFENDANT-Landlords are party to an *entente* (transaction) solicited from the PLAINTIFF by the DEFENDANT-Landlords by letter dated **February 27, 2000** promising to drop eviction proceedings before the *Régie du logement*, the whole as is more fully apparent from a true copy of the said documents *en liasse* herewith as **Exhibit P-2**;
7. The PLAINTIFF complied with the *entente* (transaction), but the DEFENDANT-Landlords defaulted in their promise to drop eviction proceedings;
8. Furthermore, the DEFENDANT-Landlords obtained an illegal continuance in an effort to destroy the *entente* (transaction) which they themselves had solicited, and evict the PLAINTIFF notwithstanding;
9. The DEFENDANT Commissioner **Maître Christine Bissonnette**, *es qualité*, and acting in bad faith on **March 28, 2000** in hearing first held on the DEFENDANT-Landlords' Application in eviction, first suggested to the Landlords, then granted an illegal continuance in the absence of grounds; then, in an unsigned *procès-verbal* refused, failed and/or neglected to acknowledge the fact that the PLAINTIFF-tenant had produced into the Record a true copy of the *entente* (transaction), and proofs of payment and receipt in accordance therewith; and furthermore falsely stated in the said unsigned *procès-verbal* that the PLAINTIFF-tenant had 'renounced her right to be represented by an attorney,' when no such right had ever been renounced;
10. The DEFENDANT *Régie du logement*, also acting in bad faith, has obstructed the hearing of a **Motion in Recusation** and a **Motion to Contest and Correct** the unsigned *procès-verbal* of Commissioner **Maître Christine Bissonnette**; and has colluded with the DEFENDANT-Landlords to propagate abusive, vicious, baseless and groundless litigation to evict the PLAINTIFF despite the existence of the *entente* (transaction) which has the force of *chose jugée*;
11. The DEFENDANTS' proceedings against the PLAINTIFF are frivolous, abusive, dilatory, have no basis in fact or law, are a breach of equity, fairness, natural justice, and public order, as well as fundamental Charter rights, and are motivated solely to harass the PLAINTIFF to force her to abandon her lease and the PLAINTIFF is entitled to immediate cessation of this abusive litigation together with damages in compensation therefor;
12. The PLAINTIFF has a right in law and hereby demands that the DEFENDANTS be condemned jointly and severally to pay damages to the PLAINTIFF in the amount of **Thirty Thousand Dollars (\$30,000)** as moral, material and exemplary damages for the months of March, April, May, and June, 2000 for frivolous litigation aimed solely to harass the tenant and force her to abandon her lawful lease;
13. This motion is well founded in fact and in law;

WHEREFORE MAY IT PLEASE THIS HONOURABLE COURT:

GRANT the present motion;

CONDEMN the DEFENDANTS jointly and severally to pay to the PLAINTIFF herein the sum of **Thirty Thousand Dollars (\$30,000)** in moral, material and exemplary damages;

ORDER the DEFENDANT *Régie du logement* to **SUSPEND** all proceedings currently pending before them in this matter until the present action in damages reaches a judgment with the force of '*chose jugée*';

THE WHOLE WITH COSTS.

MONTREAL, this 7th day of August 2000.

[SGD.:] Kathy Maur, Plaintiff

Kathy Maur, Plaintiff

TRUE COPY



AFFIDAVIT

Je, soussigné KATHY MAUR, domiciliée et résidente dans les Ville et District de Montréal, au 5832 boul. Décarie, Appt. 303, affirme solennellement ce qui suit:

1. QUE je suis la PARTIE DEMANDERESSE dans la présente instance;
2. QUE tous les faits allégués à la DECLARATION jointe aux présentes sont vrais;

ET J'AI SIGNÉ:

[SGD.:] Kathy Maur

Kathy Maur

SOLENNELLEMENT AFFIRMÉ
DEVANT MOI À MONTRÉAL
Ce 7^{ième} jour d'Août 2000

RÉJEAN HURTEAU
COMMISSAIRE À L'ASSERMENTATION
POUR LE DISTRICT JUDICIAIRE DE MONTRÉAL

MISE EN DEMEURE

Without Prejudice
All Rights Reserved

June 7, 2000

REGISTERED MAIL TO LANDLORD
FAXED TO THE *RÉGIE DU LOGEMENT* @ 873-5651

Mr. Corradino (« Conrad ») Arciero et als.
1327 Legendre East
Montreal, Quebec H2M 1H3

-and-

Régie du logement
5199 Sherbrooke Street East
Montreal, Quebec

-and-

Maître Christine Bissonnette, es qualité
Commissioner
c/o *Régie du logement*
5199 Sherbrooke Street East
Montreal, Quebec

(all, jointly and severally)

Re : 31-000215-071-G -and- 31-000215-071-J-000331

Sirs, Madam:

You are hereby held liable, jointly and severally, and to the full extent of the law, for moral and material damages and exemplary damages for intentional harm caused to the undersigned in the illegal continuance suggested by Commissioner Bissonnette, then requested by Conrad Arciero for the Landlord herein, and granted by Commissioner Bissonnette on March 28, 2000, for reasons you are well aware of, set out fully in the Amended Motion of the undersigned stamped May 29, 2000 by the *Régie du logement* as is more apparent from the Record herein, and stamped May 31, 2000 on the undersigned tenant's copies which were then served upon Arciero *et als* herein on June 1, 2000, signed for by A. Arciero.

The undersigned hereby claims from you moral and material damages in the amount of \$5,000 for the months of March and April, 2000; moral and material damages in the amount of \$5,000 for the month of May, 2000; and moral and material damages in the amount of \$5,000 for the month of June, 2000, for the illegal continuance in violation of public order and numerous provisions of Ch.C-12, L.R.Q, the Civil Code of Québec, procedural fraud in virtue of the *Code of Civil Procedure* and of the procedures of the *Régie du logement*, without limitation, which violations have caused me civil damages and entitle me to hereby reserve my right to damages for the penal violations under article 112.1 L.R.L.

In addition, the undersigned hereby claims from each and every one of you severally, exemplary damages of \$5,000 for intentionally violating my Charter and civil rights at law.

The sum of \$20,000 is hereby required from Conrad Arciero *et als*, within seventy-two (72) hours of these presents;

R	Registered	Recommandé	CANADA POSTES POST CANADA
	Domestic	Régime intérieur	
To / Destinataire		FOR DELIVERY / À LIVRER	
Name / Nom		CONFIRMATION / LA LIVRAISON	
Address / Adresse		1 888 550-6283	
City / Ville		www.canadapost.ca	
Province / Province		www.postescanada.ca	
Postal Code / Code postal		Declared Value / Valeur déclarée	
Item No. / N° de l'article		78 244 431 709	

CUSTOMER RECEIPT / REÇU DU CLIENT

Without Prejudice
All Rights Reserved

Page 2
June 7, 2000

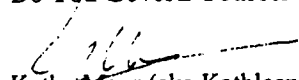
The additional sum of \$5,000 for exemplary damages is hereby required from the *Régie du logement* within seventy-two (72) hours of these presents;

The additional sum of \$5,000 for exemplary damages is hereby required from Maître Christine Bissonnette, Commissioner, *es qualité*, within seventy-two (72) hours of these presents;

You are also called upon to immediately cease and desist from your illegal encroachments upon the Charter and civil rights of the undersigned.

Failing receipt of which by good and certified cheque or money order, the appropriate legal measures will be instituted, reserving all rights to any other recourses and additional damages for any and all continued violations.

Do You Govern Yourselves Accordingly.


Kathy Maur (aka Kathleen Moore)
5832 Decarie Blvd., Apt. 303
Montreal, Quebec H3X 2J5



Certificate Of Delivery Confirmation - Registered Mail

ITEM NUMBER ENTERED: 78 244 481 709

Last Delivery Status

The item has been successfully delivered to the customer.

Final CPC Location: MONTREAL PQ

Date / Time: June 09, 2000 PM

Item was signed for by: ARCIERO CORRADINO



Trace History

Date / Time	Municipality	Prov.	Delivery Event Description
June 07, 2000 16:58	MONTREAL	PQ	The item has been received by CPC.
June 08, 2000 07:41	MONTREAL	PQ	The item was sent out for delivery to the customer.
June 08, 2000 AM	MONTREAL	PQ	The customer was not available to receive the item. A card was left to advise the customer to pick up the item at their local CPC outlet.
June 09, 2000 PM	MONTREAL	PQ	The item has been successfully delivered to the customer.

A verbal Delivery Confirmation may also be obtained through our automated response system by calling 1 888 550-6333, 24 hours per day, 7 days per week

Our Customer Service Representatives are available Monday to Friday 8:00 a.m. to 6:00 p.m. local time.

Copyright © Canada Post Corporation.

EMPLOI-QUEBEC C.D.N.

	DATE	HEURE	A/DE	MODE	MIN/SEC	PGS	MINSTR	ETAT
04	09/06	10:05	98735651	EC--E	00'56"	002	117	CRC

MISE EN DEMEURE

Without Prejudice
All Rights Reserved

June 7, 2000

REGISTERED MAIL TO LANDLORD
FAXED TO THE REGIE DU LOGEMENT @ 873-5651

Mr. Corradino (« Conrad ») Arciero et als.
1327 Legendre East
Montreal, Quebec H2M 1H3

-and-

Régie du logement
5199 Sherbrooke Street East
Montreal, Quebec

-and-

Maître Christine Bissonnette, es qualité
Commissioner
c/o Régie du logement
5199 Sherbrooke Street East
Montreal, Quebec

(all, jointly and severally)

Rc : 31-000215-071-G -and- 31-000215-071-J-000331

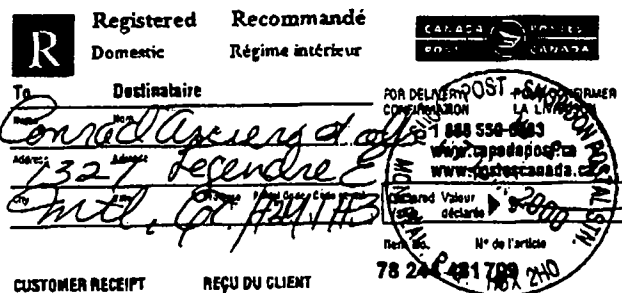
Sirs, Madam:

You are hereby held liable, jointly and severally, and to the full extent of the law, for moral and material damages and exemplary damages for intentional harm caused to the undersigned in the illegal continuance suggested by Commissioner Bissonnette, then requested by Conrad Arciero for the Landlord herein, and granted by Commissioner Bissonnette on March 28, 2000, for reasons you are well aware of, set out fully in the Amended Motion of the undersigned stamped May 29, 2000 by the Régie du logement as is more apparent from the Record herein, and stamped May 31, 2000 on the undersigned tenant's copies which were then served upon Arciero et als herein on June 1, 2000, signed for by A. Arciero.

The undersigned hereby claims from you moral and material damages in the amount of \$5,000 for the months of March and April, 2000; moral and material damages in the amount of \$5,000 for the month of May, 2000; and moral and material damages in the amount of \$5,000 for the month of June, 2000, for the illegal continuance in violation of public order and numerous provisions of Ch.C-12, L.R.Q, the Civil Code of Québec, procedural fraud in virtue of the Code of Civil Procedure and of the procedures of the Régie du logement, without limitation, which violations have caused me civil damages and entitle me to hereby reserve my right to damages for the penal violations under article 112.1 L.R.L.

In addition, the undersigned hereby claims from each and every one of you severally, exemplary damages of \$5,000 for intentionally violating my Charter and civil rights at law.

The sum of \$20,000 is hereby required from Conrad Arciero et als, within seventy-two (72) hours of these presents;



31-000215-071-G

February 27, 2000

To: Ms. Kathy Maur,
5832 Decarie apt. 303
Montreal, Qc
H3X 2J5

Ms. Maur,

As you are aware that you owe a sum of \$1,290.00 for unpaid rent as of February 26 (rent for month of November 1999 to present). As discussed with you on February 20 you have agreed to pay \$100.00 per week every week starting the week of February 21.

If this schedule is agreed to and followed without any default payment, proceedings at the Régie du Logement will be stopped otherwise legal actions will be pursued.

If you accept this, please sign this letter and return it to me so that I can sign it and return a copy to you.

I agree to above conditions:

Date: _____

Ms. Kathy Maur

C. Arciero et al

Landlord

True copies of original documents shown to me



DN
3/15/05

March 4, 2000

Mr. Cavers

I need your signature accepting \$50 a month on average of rental for \$303, 5832 because as discussed earlier today.

K. M. A. R.

You can sign this if you like
and leave it under the door.

ACCEPTED

PER: Donna T. HARRIS

Bank of Montreal  Banque de Montréal

DECARIE ET PLAMONDON
6521-BOL. DECARIE
MONTREAL, QUEBEC, CANADA H3M 3E3

460494

Canadian Dollar Money Order • not exceeding
Matériel en dollars Canadiens • n'excédant pas
\$2,500 Cdn.

Date March 1961

Canadian Dollars Canadian

Name of payee

CORRADINO ARCIERO ET AL

—

REPORT

/ 100 Canadian Dollars Canadian

KATHY MAUR

Re: 100 = 350 # + 50 # in arrears
AS per agreement

014604952

[illegible]

N°: 500-
C O U R S U P É R I E U R E
C H A M B R E C I V I L

DISTRICT DE MONTRÉAL

KATHY MAUR, 5832 boul. Décarie, Montréal,
(Québec) H3X 2J5,
PLAINTIFF,

-vs.-
LA RÉGIE DU LOGEMENT, -and-
MAÎTRE CHRISTINE BISSONNETTE, *es*
qualité, Régisseure, Régie du logement,

-and-
CORRADINO “CONRAD” ARCIERO,
ROBERT TORRENTI,
NICOLE THERRIEN,
1327 Legendre East,
Montréal, Québec H2M 1H3
(all jointly and severally)
DEFENDANTS.

D E C L A R A T I O N
Action in Damages
\$30,000

COPY FOR DEFENDANTS
CONRAD ARCIERO, ROBERT TORRENTI &
NICOLE THERRIEN

KATHY MAUR
Plaintiff-Petitioner
5832 Decarie Blvd., Apt. 303
Montréal, Québec
H3X 2J5

research16@hotmail.com