CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

N°: 500-05-061581-003

Régie du logement:
N°: 31-000215-071-G [illegal eviction]
[executed by: **N°: 500-02-089609-007**]

N°: 31-000215-071-J-000331
[recusation etc.]
N°: 31-000215-071-T-000629
[revocation]
N°: 31-000531-061-G
[cross-demand, replaced by:]
N°: 500-05-059435-006]

COUR SUPÉRIEURE

KATHLEEN MOORE, (aka Kathy Maur), translator, residing and domiciled at 5832 Décarie, Apt. 303, Montréal (Québec), H3X 2J5,

PETITIONER,

-vs.-

LA RÉGIE DU LOGEMENT, having a place of business at 5199 Sherbrooke Street East, Room 2161, in the City and District of Montréal, Province of Québec, H1T 3X1,

-and-
MAÎTRE CHRISTINE BISSONNETTE,
MAÎTRE LUC HARVEY,
MAÎTRE PIERRE C. GAGNON,
MAÎTRE PAUL PELLERIN, *all es qualité*, Commissioners, *Régie du logement*, -and-
MAÎTRE ANDRÉ BOURDON, *es qualité* Head of the *Régie du logement*'s Complaints Department, and all having a place of business at 5199 Sherbrooke Street East, Room 2161, in the City and District of Montréal, Province of Québec, H1T 3X1,

-and-
CONRAD ARCIERO,
Landlord, residing and domiciled at 1327 Legendre East in the City and District of Montréal, Province of Québec, H2M 1H3,

(all, jointly and severally)
RESPONDENTS,

-and-
BAILIFF JOE ODMAN, having a place of business at 6767 Côte-des-Neiges, in the City and District of Montreal, Province of Quebec,

MISE EN CAUSE.

MOTION IN EVOCATION
WITH *SURSIS*
(Arts. 834 *et seq.* -and- 846.1 *Code of Civil Procedure*)
(Articles 2, 5, 20 and 46, *Code de procédure civile*)
Article 23, *Charte des droits et libertés de la personne du Québec*, L.R.Q., Ch. C-12

TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN CHAMBERS OR IN THE PRACTICE DIVISION IN AND FOR THE DISTRICT OF MONTREAL, THE PETITIONER SAYS AS FOLLOWS:

THE PARTIES

1. The PETITIONER is a tenant (the "**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**;

2. The RESPONDENT ***Régie du logement*** (the "***Régie***" or the "***Procureur général es qualité de la Régie du logement***") is an administrative tribunal in virtue of the *Loi sur la Régie du logement*, (L.R.Q., c. R-8.1). Articles **1**, **4** and **5**), subject to the superintending authority of the Superior Court;

3. The RESPONDENTS **Maître Christine Bissonnette** (**"Bissonnette"**) or (the "***Procureur général es qualité de Bissonnette***"); **Maître Luc Harvey** ("**Harvey**") **Maître Pierre C. Gagnon** ("Gagnon"); and **Maître Paul Pellerin**, ("**Pellerin**") all *es qualité*, are **Commissioners** of the *Respondent Régie du logement*;

4. The RESPONDENT, **Maître André Bourdon** ("**Bourdon**"), is apparently in charge of the the Complaints Department of the RESPONDENT ***Régie du logement***;

5. The RESPONDENT, **Conrad Arciero**, ("**Arciero**" or "**Landlord**" or "**Landlords**") is a Landlord of the PETITIONER and mandatary of his co-Landlords, **Robert Torrenti** and **Nicole Therrien** in virtue of the verbal leases mentioned at paragraph 1 hereof;

6. The MIS EN CAUSE, **Bailiff Joe Odman**, is the executing bailiff of the RESPONDENT **Landlord Conrad Arciero** in respect of an illegal final decision dated **October 6, 2000** issued by RESPONDENT **Commissioner Maître Paul Pellerin** acting *ultra vires*;

Judge Bernier, writing in re *Saratoga Construction Ltd.* c. *Grenache*, [1979] C.A. 227, p. 230, has said as follows:

> "Il est contraire à **la justice naturelle** qu'une partie soit condamnée à son insu sans avoir en fait l'occasion de produire une défense."

THE FACTS

PREAMBLE – SUMMARY OF ULTRA VIRES ACTS & OMISSIONS

7. The RESPONDENT ***Régie du logement*** ("*Régie*") is *ultra vires* in the present case in virtue of Article **846.1** C.C.P., *inter alia*, because it is ***not*** an "**independent tribunal**," and consequently, its Commissioners are ***not*** "**impartial**," and, as will be seen, have exceeded the powers conferred upon the *Régie du logement*, in defiance of **public order**, **natural justice**, **equity**, **reasonableness**, and of the Tenant's fundamental *Charter* rights and human rights, including those under Article **23**, L.R.Q., Ch. C-12:

> "Every person has a right to a full and equal, public and ***fair*** hearing by an independent and ***impartial*** tribunal, for the determination of his rights and obligations or of the merits of any charge brought against him." [Article **23**, *Charte des droits et libertés de la personne du Québec*, L.R.Q., Ch. C-12.];
>
> "*...en matière de louage résidentielle où, avec l'évolution du droit, le caractère* ***d'ordre public*** *de* ***protection*** *de ses règles est devenu évident.*" ["*Droit des obligations du louage*" by Nicole Archambault, in *La Réforme du Code Civil, Obligations, contrats nommés, Les Presses de l'Université Laval*, p. 650.];
>
> "...le logement ne peut être considéré comme un bien de consommation comme les autres: se loger renvoie à *un besoin essentiel*. Le logement est *d'abord un abri*, mais il est *beaucoup plus* que cela: c'est le coeur d'une réalité complexe à partir de laquelle ***la vie tout simplement, puis la vie en société, devient possible.***" -and-
>
> "L'importance qu'y prennent les dispositions **d'ordre public**, *lesquelles échappent à toute négociation*, de même que l'institution d'un tribunal administratif *accessible* à toute personne qui se considère lésée dans l'application des règles qui y sont énoncées, soulignent clairement qu'il ne s'aurait s'agir *d'une simple marchandise.*" -and-

"La réalité du logement est également largement présente dans la *Charte des droits et libertés de la personne.* Les articles 7 et 8 définissent, au chapitre des libertés et droits fondamentaux, le caractère inviolable de la demeure. -and-

"Le droit à un niveau de vie décent, isnrit à l'article 45 de cette Charte, au chapitre des droits économiques et sociaux, renvoie implicitement au droit à un logement convenable à un prix décent..." -and-

"... le ***Comité des droits économiques, sociaux et culturels des Nations Unies*** signalent qu'il ne saurait demeurer aucune ambiguité quant à la centralité attribuée au droit au logement en tant que composante du corpus des droits de l'homme, et quant à **la rigueur** des obligations qui incombent à cet égard aux États qui y ont adhéré — c'est le cas du Canada et du **Québec** depuis mai 1976." ["*Pauvreté et droit à l'égalité dans le logement: une approche systémique*," document adopté à la 415e séance de la Commission, tenue le 25 avril 1997, par sa résolution COM-415-5.1.3, produite par la *Commission des droits de la personne et de la jeunesse*, pp. 8, 9 and 10.];

8. The RESPONDENT ***Régie du logement*** is empowered in virtue of Article **5**, *Loi sur la Régie du logement*, (L.R.Q., c. R-8.1), which provides as follows:

"La Régie exerce la juridiction qui lui est conférée par la présente loi et décide **des demandes** qui lui sont soumises.

Elle est en outre chargée:

1. de **renseigner les locateurs et les locataires** sur leurs droits et obligations résultant du bail d'un logement et sur toute matière visée dans la présente loi;
2. de **favoriser la conciliation entre locateurs et locataires**;
3. de faire études et d'établir des statistiques sur la situation du logement;
4. de publier périodiquement un recueil de décisions rendues par les régisseurs. 1979, c. 48, a. 5"

9. It is clear that the RESPONDENT ***Régie du logement*** **is not empowered to decide requêtes introductive d'instance; it is empowered to hear only "*demandes*," i.e., "actions"** as defined at Article **110** C.C.P. [L.R.Q., c. C-25];

10. Notwithstanding the foregoing, the RESPONDENT ***Régie du logement*** has wilfully and in a flagrantly biased manner, committed numerous acts and omissions in abuse of procedure to undermine the rights of the **Tenant** herein to a full, fair and equal hearing, **while prosecuting her on a motion for eviction—a "requête intrdoductive d'instance" that is not within its competence, and for which the Landlord has not even purchased a court stamp, thus there is a complete absence of any lawful "demand" to evict;**

11. The foregiong was set in motion on **March 28, 2000** at a time when **(i) Landlord** had promised **Tenant** he would "stop" eviction proceedings in exchange for an arrears agreement but then refused to desist once he got it, and **(ii)** at a time when **Landlord** admitted in open court that **Tenant**'s rent was paid and he had signed an **arrears agreement**;

12. At minimum, a "**requête**" before the *Régie* must be committed to writing and served upon the **Tenant** as required by Articles **3** and **7** of the *Règlement sur la procédure devant la **Régie du logement**, Décision*, (1992) 124 R.O. II, 6935 (R-8.1, r. 5)—but not even this minimum was done;

13. However, the "**requête**" complained of in this Evocation was illegal ***ab initio*** in view of the law and case-law requiring evictions in virtue of Article **1889** C.C.Q. to be commenced only by an "**action**" (Art. **110** C.C.P.) and not by a "**requête**," and *certainly* not by an *oral* **motion** made on the heels of a *defunct* application under

Articles **1971** and **1863** C.C.Q. as has happened in the present instance, such that the **Régie du logement** and its Commissioners **presume to overrule the legislator** of the *Code de procédure civile*, L.R.Q., c. C-25, as will be seen hereafter;

14. Moreover, **Landlord** had no right of written amendment and no right to be granted leave to amend upon oral motion, the whole in virtue of **Article 21**, *Règlement sur la procédure devant la **Régie du logement***, Décision, (1992) 124 R.O. II, 6935 (R-8.1, r. 5), which states:

> "Aucun amendement n'est admis s'il est inutile ou contraire aux intérêts de la justice ou s'il en résulte une demande ou une requête entièrement nouvelle sans rapport avec la demande ou la requête originaire--";

15. In addition, the ***Régie du logement***, and ***Maître Paul Pellerin** et als*, by way of precedent in re *Jacques Savignac* c. *Gilles-Yvan Beaupré*, **37-990520-008G** [Longueuil] have apparently interpreted Article **58**, *Loi sur la Régie du logement* [L.R.Q., c. C-25], as '*attributive de discrétion**,' for on **September 8, 1999, Maître Pellerin** ruled as follows:

> "...malgré la présence du mot "doit", on doit l'interpréter comme "peut" puisque il y a un élément de discrétion, le tout soumis à un droit d'appel."

*Ferland and Emery, writing in *Précis de Procédure Civile du Québec* Vol. 1, 3e Édition, Les Éditions Yvon Blais Inc. 1997 (Cowansville);

16. Combined with this precedent, the fact that **Maître Pellerin** permitted himself the "*discrétion*" to adjudicate and dismiss the **Tenant's** *Motion to Suspend* in virtue of said Article **58** *in the absence of any hearing notice* for same being issued to the **Tenant**, it would seem that the **Tribunal's** concept of discretion is rather broader than a mere "*élément*," and extends to allowing *Charter* violations under Article **23** in disdain for the "***règle d'audi alteram partem***" ensured by Article **5**, *Code de procédure civile* L.R.Q., c. C-25;

17. Over and above this particular *Charter* violation, the said numerous acts and omissions indicating a lack of **Independence** of the *Régie du logement* include, *inter alia*:

On the part of its Staff (Government Employees):

18. **Suppression of Evidence:** **(i)** The ***Régie du logement*** laundered Tenant's evidence of an **arrears agreement**, rental payment up-to-date, and related documents out of the file before hearing, including a fundamental letter of Landlord dated **February 27, 2000** proving he had solicited the **arrears agreement** in exchange for stopping the eviction proceedings, **(ii)** and in hearing on **March 28, 2000, Commissioner Bissonnette** refused to accept the same evidence produced again by the Tenant;

19. **Refusal to Provide Information:** **(i)** The ***Régie du logement*** in the person of Maître Bourdon of its Complaints Department, refused to answer the Tenant's demand for an explanation of this laundering and **(ii)** after the date of May 29, 2000, the *Régie du logement* in general refused to acknowledge or respond to any of Tenant's communications, with, however, one exception, intended as harassment of the Tenant, explained below: **(iii)** the back-dated **June 9th, 2000** letter of **Maître Yanick Gardère** which was apparently planted in the Tenant's apartment mailbox by someone other than the postman on the afternoon of **June 14, 2000**;

20. **Refusal to Schedule Four of Tenant's Motions:** **(i)** Motion to contest and correct the unsigned procès verbal of Commissioner Bissonnette; **(ii)** Motion to revoke an interlocutory decision of Commissioner Bissonnette; **(iii)** Motion to disclose the names and addresses of the co-Landlords for whom the Plaintiff Landlord was the mandatary (and for which he never produced any written proof that he *was* the mandatary); **(iv)** Motion to Suspend in virtue of Article 58, *Loi sur la Régie du logement*;

21. **Forcibly Scheduling a *Cancelled* Motion of Tenant:** i.e., her erroneous "*Requête en irrecevabilité pour chose jugée,*" which Tenant mistakenly filed *after* having mounted a defence, but which the *Régie du logement* repeatedly scheduledeven after Tenant indicated she was withdrwaing it and would not serve it, the *Régie*, as would become clear, evidently intending to use the erroneous motion **(i)** to evade hearing Tenant's Motion to recuse Commissioner Bissonnette and to **(ii)** evade hearing Tenant's Motion to revoke an illegal decision of Commissioner Harvey, and ultimately **(iii)** as an excuse to dismiss Tenant's Superior Court action against the *Régie du logement* for abuse of process for attempting to evict her while her rent was paid on her new lease that was not the subject of any eviction application, and she had an arrears agreement on the old lease;

22. **Ambushed the Tenant with Fast-tracked hearings:** Despite a medical letter in the Record, scheduled rapid hearings that were made "peremptory" by surprise at a time when Tenant was too ill to attend, did not understand the legal term "peremptory," and when there were no grounds for peremption (as Tenant realized after finally finding out what peremptory meant as a legal term), the whole solely as an excuse to evade hearing Tenant's Motion to recuse Commissioner Bissonnette;

23. **Refused to provide a hearing cassette and procès verbal to the Tenant:** For a period of **fifty-two (52)** days, and despite numerous written reminders from Tenant by fax and e-mail, the *Régie* denied Tenant access to a hearing tape and procès verbal for a May 31st hearing that were indispensable material evidence required to prepare her revocation of the decision issued from illegally fast-tracked hearings;

24. Such that, in order to complete and file her revocation in the short **ten (10)** days provided by the *Régie*'s rules of procedure, Tenant had to do so without access to the essential hearing tape; and,

25. Despite the hearing of that revocation having been scheduled for **August 7, 2000**, more than fifty-two (52) days after Tenant had faxed her Purchase Order for the tape, the *Régie's* **Maître André Bourdon** e-mailed the Tenant offering her the tape when it was too late to have it trancribed and use it to amend her revocation; and,

26. In e-mail from Bourdon exchanged in that two-day time-frame, prior to the **August 7th** hearing, Bourdon notified the Tenant that the basis of her revocation *as filed*, being a false allegation in Harvey's **June 15th** decision stating that Tenant *herself* had appeared before him on **June 9th, 2000** to demand peremption ofher own motion to recuse Bissonnette, was obviously an error, and of course, no hearing had been held on **June 9th**—

27. Nonetheless, the *Régie* never issued a corrected decision, content to have it left on the Record, falsely indicating that the Tenant herself was to blame for the loss of her own motion to recuse Bissonnette, when it was the *fraud* of **Maître. Harvey** that was behind it—but the *Régie* had deprived her of access to the tape in time to prove it;

28. **Repeatedly Scheduled Illegal Proceedings in Eviction**: such proceedings amounting to pursuit **by motion** in virtue of Article **1889** C.C.Q., although *no* such proceedings had ever been formed in writing nor served upon the Tenant, who was left to discover the Article of the *Code* by chance and by herself; and moreover, the *Régie* scheduled **a final hearing on the illegal motion to evict** for **25 September 2000**, while having failed, neglected and/or refused to issue a hearing notice for Tenant's *Motion to Suspend* under Article **58**, *Loi sur la Régie du logement* which had to be heard ***by preference*** before any proceedings such as self-recusation, or instruction of a **motion in eviction**, were lawfully capable of taking place;

29. **Repeatedly Issued Hearing Notices for Eviction** as if the proceedings were those that had been heard on **March 28, 2000** under Articles **1971** and **1863** C.C.Q., when in fact the continued hearings were all being covertly and illicitly conducted under Article **1889** C.C.Q., since the Tenant had, on **March 28, 2000**, with Landlord's admissions thereto, proved that she had paid the rent and had an arrears agreement,

which obliged Commissioner Bissonnette to close the file Article **14**, *Règlement sur la procédure devant la **Régie du logement**, Décision*, (1992) 124 R.O. II, 6935 (R-8.1, r. 5);

30. **Suborned Contempt of Court and Procedural Fraud at Superior Court** with intent to destroy the Tenant's cross-demand and action filed jointly and severally against the ***Régie du logement*** and **Landlord** herein, by using the attorneys of the the ***Procureur général es qualité de la Régie du logement,*** *Bernard, Roy & Associés*-- who appeared in the ***Régie***'s defence--to paralyze the Tenant's action by:

(i) ***issuing an illegal subpoena (art. 397 C.C.P.)*** in the absence of any lawful service of the Tenant's action by bailiff, which was ruled as being a necessity by **Judge Nicole Morneau, j.s.c.** in the Practice Division on **August 7, 2000** when Tenant's motion for special mode was declined;

(ii) then issuing an illegal "*Désistement de comparution*" served by regular messenger *without permission* and under Tenant's apartment door *in her absence*, in an effort up to and including the date of **September 21, 2000** to trick the Tenant into serving her action while it was thus procedurally compromised, so it could be revoked and then dismissed on the preliminary exception once recommenced, with the ***Régie du logement*** providing the excuse for same by repeatedly scheduling a cancelled erroneous motion of Tenant's, her "***Requête en irrecevabilité pour chose jugée***" in order to ***use*** it to cancel the Landlord's file so that "chose jugée" could be invoked at Superior Court to dismiss the Tenant's action in damages against them; and

(iii) thereafter, as of **September 21, 2000**:

(i) the ***Régie*** **used** the paralysis which its own **Tribunal** had inflicted on the Tenant's Superior Court **contestation** and **cross-demand** through their defence lawyers in the offices of the Procureur général—*knowing that she could not serve her Declaration in time to be of use to stop their illegal eviction proceedings because she would first have to quash their subpoena and dismiss their "Désistement de comparution,"*—as an excuse **to ignore** Tenant's *Motion to Suspend* (Art. **58**, *Loi sur la Régie du logement*)—***for which no hearing notice was ever issued***;

(ii) notwithstanding which, Tenant's *Motion to Suspend* was adjudicated illegally on **September 25, 2000** by **Commissioner Pellerin** and disposed of--paving the way to evict the Tenant *into the street* on an illegal oral "**requête**" tantamount to skipping the procedure of a lawsuit and going straight to execution—with the **Tribunal** thus *permitting* and *encouraging* Landlord to "make justice himself";

On the part of its Commissioners:

Commissioner Christine Bissonnette
March 28, 2000:

(a) Refused to accept Tenant's evidence into the Record (arrears agreement, rent and arrears payment, rent and arrears receipt), stating, near the conclusion of the hearing, "**I have nothing that I've kept in evidence**" and ignored the Landlord's testimony in which he admitted he had signed the arrears agreement and that Tenant had paid the rent, thus breaching Article **36.1**, *Règlement sur la procédure devant la **Régie du logement**, Décision*, (1992) 124 R.O. II, 6935 (R-8.1, r. 5), which states:

> "**36.1.** *Toute...pièce, notamment un écrit ou un élément matériel de preuve, est produite à l'audience sans autre formalité;*"

(b) In an eviction application formed **solely** on the grounds of Articles **1971** and **1863** C.C.Q., after refusing to accept the Tenant's evidence, then

illegally failed to close the file as required by Article **14**, *Règlement sur la procédure devant la* ***Régie du logement****, Décision*, (1992) 124 R.O. II, 6935 (R-8.1, r. 5), which states:

> *"**14.** Lorsque les parties concluent une entente, la **Régie** ferme le dossier sur production d'une copie de cette entente signée par les parties...; "*

(c) Having thus refused to accept Tenant's evidence, which evidence *obliged* the Commissioner to close the file, Bissonnette illegally *adjourned* the hearing on an oral **motion** of Landlord for entirely new grounds on which to evict the Tenant—alleging she was illegally occupying her premises after termination of the lease—which grounds were never stated in the form of an Article of the *Civil Code of Québec*, and which motion was never committed to writing nor served on the Tenant as required by Articles **1, 3** and **7** of the *Règlement sur la procédure devant la* ***Régie du logement****, Décision*, (1992) 124 R.O. II, 6935 (R-8.1, r. 5), which Articles state:

> *"**1.** Le présent règlement vise à établir les règles de procédure... de façon à en simplifier, à en faciiter et à en accélérer le déroulement, dans les respect des principes de justice fondamentale et de l'égalité des parties. 92-11-23, a. 1";*
>
> *"**3.** Toute demande ou **requête** doit être fait par écrit et signé par la partie qui la produit. Elle doit contenir les renseignements suivants: 1. les nom et adresse de la partie qui la produit, ceux de la partie contre qui elle est dirigée de même que leurs prénoms s'il s'agit de personnes physiques; **2.** l'adresse du logement concerné; **3.** un exopsé sommaire des motifs à son appui; **4.** les conclusions recherchées. 92-11-23, a. 3";*
>
> *"**7.** La signification d'une demande ou d'une **requête**... se fait dans un délai raisonnable, une fois qu'elle est produite à la Régie...";*

consequently breaching Tenant's Charter rights under Articles **23, 24, 24.1, 28.1, 32.1, 35, 37.1, 44**, L.R.Q., Ch. C-12, and her rights under Article **21**, *Règlement sur la procédure devant la* ***Régie du logement****, Décision*, (1992) 124 R.O. II, 6935 (R-8.1, r. 5), which said Articles state:

> *"**21.** [Règlement...] Aucun amendement n'est admis s'il est inutile ou contraire aux intérêts de la justice ou s'il en résulte une demande ou une requête **entièrement nouvelle** sans rapport avec la demande ou la requête originaire 92-11-23, a. 21."*
>
> *"**23.** [L.R.Q., Ch. C-12] Toute personne a droit, en pleine égalité, à une audition publique et **impartiale** de sa cause par un tribunal **indépendant** et qui ne soit pas préjugé, qu'il s'agisse de la détermination de ses droits et obligations ou du bien-fondé de toute accusation portée contre elle.";*
>
> *"**24.** [L.R.Q., Ch. C-12] Nul ne peut être privé de sa liberté ou de ses droits, sauf pour les motifs prévus par la loi et suivant la **procédure prescrite**.";*
>
> *"**24.1.** [L.R.Q., Ch. C-12] Nul ne peut faire l'objet de saisies, perquisitions ou fouilles abusives.";*
>
> *"**28.1.** [L.R.Q., Ch. C-12] Tout accusé a le droit d'être promptement informé de l'infraction particulière qu'on lui reproche";*

"**32.1.** [L.R.Q., Ch. C-12] *Tout accusé a le droit d'être jugé dans un délai raisonnable,*";

"**35.** [L.R.Q., Ch. C-12] *Tout accusé a droit à une défense pleine et entière...* ";

"**44.** [L.R.Q., Ch. C-12] *Toute personne a droit à l'information, dans la mesure prévue par la loi.*";

(d) Moreover, Bissonnette's said illegal adjournment had as its purpose the summonsing of an irrelevant witness to testify to "conversations" alleged to have transpired **two (2)** days before the signed arrears agreement and **four (4)** days before the Tenant's money order and Landlord's rent receipt—the whole in breach of natural justice and equity and contradicting her own case-law which had concluded that "conversations" are inadmissible to construe cancellation of a lease:

"...nowadays, **relevance... is the main consideration**, and generally speaking, all evidence that is relevant to an issue is admissible, while **all that is irrelevant is excluded**." [*Hollington* v. *Hewthorn & Co. Ltd.*, [1843] K.B. 587 at 594; applied in Re *Maritime Asphalt Products Ltd.* (1965), 52 D.L.R. (2d) 8 (P.E.I.S.C.)";
"**8.** Le régisseur doit veiller à ce que chaque partie ait la faculté d'être entendu de façon impartiale et de faire valoir ses prétensions pleinement, **sous réserve de leur pertinence** et de **leur admissibilité**. Plus particulièrement, il doit veiller au respect du droit de chacune des parties: **(2)** de **présenter toute plaidoirie pertinente** et de répondre à la plaidoirie de la partie adverse [***Code de** déontologie des régisseurs de la Régie du logement* c. R-8.1, r.0.1.];

"*Il ne peut tenir compte des **faits antérieurs** vécus par le locataire*...Il faut décider donc ***les faits pertinents à la demande*** **d'une façon objective**." [**Commissioner Maître Paul Pellerin** writing in re *Jacques Delorme* c. *Catalin Gasparic* in re **26-990804-002G** before the *Régie du logement*];

*"Afin de réussir sur sa demande, le locateur a le fardeau de prouver avoir **conclu** une entente avec le locataire. Il doit établir que ce dernier lui a donné un **consentement clair et précis** sur **l'objet** de la location... **Or, la Régie considère que le locateur n'a pas rencontré le fardeau de preuve.** La soussignée [**Bissonnette**] est d'avis que tout au plus les parties ont eu des **conversations** sur le projet du **locateur qui a seul un intérêt dans cette entente.** Mais, ces **conversations** n'ont pas abouties à une **entente ferme** qui pourrait lier le locataire **qui d'autre part ne tire aucun avantage dans la proposition du locateur.** Par conséquent, en l'absence d'une **entente formelle... la Régie maintient la location en vigueur... pour laquelle le loyer d'avril 1998 a été payé (350$).** La demande du locateur est donc mal fondée en faits et en droit."* [**Commissioner Maître Christine Bissonnette** writing in re *Gestion Gaudan Inc.* c. *Mario Netto*, **31-980421-100-G**, before the Régie du logement.];

"...il n'est soumis aucune preuve *non plus* d'une résiliation ***écrite*** du bail. En conséquence, le bail originaire s'est reconduit de plein droit à deux reprises." [*Roger Huel* c. *Marie-Lise Ethier*, 28-980909-009G, *Régie du logement*, St-Jérôme];

(e) In hearing on **28 March 2000**, Bissonnette denied communication to the Tenant of evidence the Landlord was nonetheless permitted to recite into the Record, thus denying her above-said Charter rights, *inter alia*, Articles: **23**, **28.5**, **35**, and **44**, as well as breaching Article **3**, and Article **8**,

paragraph 1, ***Code de** déontologie des régisseurs de la Régie du logement* c. R-8.1, r.0.1, which state:

> "**3.** Le régisseur doit, **de façon manifeste**, agir et paraître agir en tout temps de façon objective et impartiale dans l'exercice de sa fonction."
>
> "**8(1).** Plus particulièrement, [le régisseur] ... doit veiller au respect du droit de chacune des parties **(1) d'être informée de toute preuve déposée ou offerte au soutien de la partie adverse**... ";

(f) Following hearing on **28 March 2000**, Bissonnette failed, neglected and/or refused to mention any of the Tenant's evidence in her procès verbal, which the said Commissioner also failed to sign,

(g) Moreover, Bissonnette also failed, neglected and/or refused to mention in her said unsigned *procès verbal*:

i. the precise duration of the hearing;

ii. the numerous objections of the Tenant to Landlord's repeated and unobstructed efforts to cite hearsay testimony into the Record;

iii. the objections of the Tenant to the illegal adjournment and the illegal summonsing of an irrelevant witness to testify on matters alleged to have occurred prior to the agreement, money order and rent receipt;

(h) Bissonnette also, in her unsigned *procès verbal*, after ambushing Tenant with an illegal adjournment, illegally stripped the Tenant of her fundamental Charter right to be represented by an attorney, stating: ***"...La locataire renonce à être représentée par procureur"***:

> "**34.** [L.R.Q., Ch. C-12] *Toute personne a droit de se faire représenter par un avocat ou d'en être assistée devant tout tribunal.* ";
>
> "Article **8 (3)**. Plus particulièrement, il [le régissuer] doit veiller au respect du droit de chacune des parties: **d'être représentée par un avocat** ou un mandataire que la Loi sur la Régie du logement (L.R.Q., c. R-8.1) habilite à agir en cette qualité." [Code de déontologie des régisseurs de la Régie du logement, c. R-8.1, r.0.1];
>
> "...On ne peut... renoncer d'avance à la protection qu'accorde la loi.... C'est alors, et alors seulement, que la partie la plus faible... peut **faire un choix éclairé** entre la protection que la loi lui accorde et les avantages qu'elle compte obtenir de son cocontractant en échange de la renonciation à cette protection." ["*Droit des obligations du louage*" by Nicole Archambault in *La Réforme du Code Civil, Obligations, contrats nommés, Les Presses de l'Université Laval*, at p. 651)]

There was no "**choix éclairé**" by the Tenant, as she was ambushed with an illegal continuance changing the grounds on which the Landlord was pursuing her for eviction—after which the Régie refused to schedule Tenant's motion to contest and correct the above-said *procès verbal*;

(i) Presiding *ultra vires* on **25 September 2000** in the absence of any prior ruling on Tenant's **August 7th, 2000** *Motion to Suspend* (Art. 58, *Loi sur la Régie du logement*) that should have been heard by preference, Bissonnette self-servingly and illegally recused herself;

(j) In that said *ultra vires* decision of **25 September 2000**, Bissonnette—implying the *original* demand of Landlord under Articles **1971** and **1863**

C.C.Q. as heard on **March 28, 2000** when Tenant had *proved*, with Landlord's admissions, *that she was not in default of the rent and had an up-to-date arrears agreement*—nonetheless stated as follows:

> "Le locateur demande la résiliation du bail et l'expulsion de la locataire, le recouvrement du loyer ainsi que le loyer dû au moment de l'audience, plus l'exécution provisoire de la décision malgré l'appel" [p. 1, **October 6, 2000**];

Thus flagrantly violating Tenant's Charter rights under Article **37.1** [L.R.Q., Ch. C-12]:

> "**37.1** Une personne ne peut être jugée de nouveau pour une infraction don't elle a été acquitté...en vertu d'un jugement passé en force de *chose jugée*."

In fact, the Tenant has been "acquitted" of the Landlord's application in virtue of Articles **1971** and **1863** C.C.Q. at the *first hearing* on **March 28, 2000**, in virtue of the **arrears agreement** he solicited from her on **February 22, 2000** and signed on **March 4, 2000**, which is a ***transaction*** (Arts. **2631** and **2633** C.C.Q.) with the force of "***chose jugée***," and which Tenant had produced into the Record on **March 28, 2000**, only to have it rejected by Bissonnette, who had said, "**I have nothing that I've kept in evidence**";

(k) In that same said decision of **25 September 2000**, Bissonnette then states:

> "La Régie a procédé à une première audition de **cette demande** [still implying Arts. 1971 and 1863 C.C.Q.] le 28 mars 2000 en présence des parties et la soussignée a ajourné ce litige à une date ultérieure pour entendre un témoin."

Thus, Bissonnette *concealed* the fact that "**cette demande**":

i. was not legally capable of *being* pursued as of "le 28 mars 2000" in virtue of the ***evidence*** Bissonnette refused to "keep" in the Record—arrears agreement, money order and rent receipt;

ii. and also concealing the fact that Bissonnette had adjourned, ***not*** to hear "*cette demande*," of which the Tenant was innocent on March 28, 2000, but to convene an irrelevant witness ***on entirely different grounds never framed in writing as required by law*** nor served upon the Tenant;

iii. which new grounds were moreover illegal in virtue of law and case-law, amounting to Article **1889** C.C.Q.—"*eviction for illegally occupying after expiry of the lease*";

iv. and thus also concealing that there were **no legal grounds** *whatsover* on which to pursue the Tenant as any time after March 28, 2000, let alone at any *subsequent* time, including **25 September 2000** when an eviction hearing was in fact convened by the *Régie* in defiance of fact and law—for the Régie had been maliciously prosecuting the Tenant for the prior **six** (**6**) months, with intent to destroy her home and cause her physical, mental and emotional harm;

Commissioner Paul Pellerin
September 25, 2000:

(a) Presiding *ultra vires* in view of Commissioner Bissonnette's equally *ultra vires* self-recusation of **September 25, 2000**, and still in the total absence of any *prior* ruling on Tenant's **August 7th, 2000** *Motion to Suspend* (Art. **58**, *Loi sur la Régie du logement*), **Commissioner Maître Paul Pellerin** then issued an **unsupported** decision of eviction dated **October 6, 2000**—no "faits," no "droit," no "motifs, no "prétensions" of the Tenant, in which **Pellerin** first states, at page 1 thereof, echoing the falsehoods told by Bissonnette to open her self-recusation:

> "Le locateur produit le 15 février 2000 une demande de résiliation de bail, de recouvrement de loyer, l'exécution provisoire de la décision même s'il y a appel et les frais.
>
> "Une première audience est convoquée pour le 28 mars 2000.
> "L'audience est ajournée pour faire comparaître un policier."

Thus, concealing the facts, as stated hereinabove, that:

i. "**cette demande**" was not legally capable of *being* pursued as of "le 28 mars 2000" in virtue of the ***evidence*** Bissonnette refused to "keep" in the Record—arrears agreement, money order and rent receipt;

ii. and also concealing the fact that Bissonnette had adjourned, ***not*** to hear "*cette demande*," of which the Tenant was innocent on **March 28, 2000**, as proved by the documents that Bissonnette had refused to "**keep in evidence**," but to convene an irrelevant witness ***on entirely different grounds never framed in writing as required by law*** nor served upon the Tenant;

iii. which new grounds were moreover illegal in virtue of law and case-law, amounting to Article **1889** C.C.Q.—"*eviction for illegally occupying after expiry of the lease*";

iv. and thus also concealing that there were **no legal grounds** *whatsover* on which to pursue the Tenant as any time after March 28, 2000, let alone at any *subsequent* time, including **25 September 2000** when an eviction hearing was in fact convened by the *Régie* in defiance of fact and law—for the Régie had been maliciously prosecuting the Tenant for the prior **six** (**6**) months, with intent to destroy her home and cause her physical, mental and emotional harm;

(b) "**10.** S'il est appelé à le faire, le régisseur doit rendre... une décision dont la portée est claire, **supportée** par des motifs explicites et disposant le mieux possible **des prétensions des parties**." [*Code de déontologie des régisseurs de la Régie du logement* c. R-8.1, r.0.1];

(c) **Pellerin** then states in his illegal decision of **October 6, 2000**:

> "Le **25 septembre**, la Régie a convoqué les parties pour audition sur les sujets suivants:
>
> 1) requête pour rejet d'action;
> 2) requête pour précisions nécessaire à la préparation de la défense(s);
> 3) requête pour appel en garantie d'un tiers;
> 4) requête pour irrecevabilité de la demande;"

(d) It is noteworthy that in the above list of motions, **Pellerin** does NOT mention Tenant's **August 7th, 2000** *Motion to Suspend* (Art. 58, *Loi sur la Régie du logement*),which has in fact **never been scheduled for hearing**, and yet, **Pellerin** himself, will then, in this illegal **October 6, 2000** decision, *proceed to adjudicate and dismiss that same non-scheduled Motion to Suspend*, which by preference, *had* to have been scheduled, heard and adjudicated *by* ***before*** **Bissonnette** recused herself to be replaced by **Pellerin**;

(e) Moreover, **Pellerin** then, near the bottom of page 2 of his illegal **October 6, 2000** decision, contradicts the premise of "*demande de résiliation de bail,*" based on the original application of Landlord filed on **February 15, 2000** for three weeks' arrears and eviction (Articles **1971** and **1863** C.C.Q.) which was already heard and rendered defunct on **March 28, 2000** despite Maître Bissonente's refusal to acknowledge the evidence, with **Pellerin** stating as follows near the end of page 2:

> "En effet, le locateur a démontré que le locataire continue d'occuper le logement malgré une ***entente*** de résiliation de bail et son départ ***négocié verbalement*** par le policier Bruce Kahn entre les parties.
>
> Elle occupe toujours le logement..."--

This amounts to Article **1889**, C.C.Q., which the *Régie*, steadfastly for **six** (6) months, *refused* to mention on *any* hearing notices, procès-verbaux or proceedings, and indeed does ***not*** mention in this Decision—the said **motion to evict** having never been committed to pape, no doubt since, as has been shown at the outset of this Evocation, the ***Régie*** has no authority to decide anything but "**actions**";

(f) Thus, like **Bissonnette** before him, **Pellerin** contradicts **Bissonnette**'s own case-law to the effect that "**conversations**" are not admissible to construe cancellation of a lease, (**Pellerin** now glorifies those same "**conversations**" as 'verbal negotiation' so he can allow himself to fabricate the non-existent concept in housing rental law of an **unwritten** "***entente***... négocié verbalement"—the whole without ever mentioning the *date* and circumstances on which this alleged "entente" took place;

(g) As shown by the transcript of the **March 28, 2000** hearing—the "**conversation**" with **Constable Kahn** took place on **March 2, 2000, two** (2) full days prior to the **March 4th** arrears agreement and **four** (4) full days before the **March 6th** rent receipt—and to be more specific, the Tenant adds that it transpired between 7:20 and 7:30 p.m., a matter of a few minutes after she came home to find Landlord's note under her door;

(h) **Constable Kahn** spoke to Landlord ***over the telephone***, without ever meeting or identifying the man, while Tenant was standing in front of **Kahn** at Police Station 25, ***frightened*** because Landlord ***had just slid a note under her door demanding that she leave the building***, implying that he was going to throw her out without a hearing unless she moved out herself—*all* of which was stated by Tenant in her testimony before **Bissonnette** on **March 28, 2000**, (Stenographer's notes, p. **24**, line **10**; Tenant's notes, line **161** and utterly ignored by **Pellerin**, who has free access to the court tape as well as to the hearing transcript of **Carole Corbeil, s.o.**, that has been sitting in the *Régie's* file all this time;

(i) The said Landlord's note has been lost, but **Landlord** alludes to it in his testimony of **March 28, 2000**, when he states, "**Et je demandait l'expulsion pis**—" (Stenographer's notes, p. **9**, lines **15-20** /Tenant's notes, line **71**)—such that **Pellerin** could not avoid knowing that Landlord had told the Tenant to get out of the building, and that *on the spur of the*

moment, Tenant considered moving, out of fright, solely to prevent an illegal eviction and the destruction of her belongings;

(j) *That* is not enlightened consent in contract law, as **Pellerin** well knew when he also defied *his own* case-law (just as **Bissonnette** had defied *hers*) to grant a **motion of eviction** against the Tenant, while pretending that he was adjudicating the original application heard on **March 28, 2000** in a hearing which was complete in and of itself, including the production of all evidence needed to *end* the pursuit but for the *defiance* of **Bissonnette** who refused to *accept* the evidence or to close the file—thus, **Pellerin** and the *Régie du logement* are trying **Tenant** twice, on the same charges;

(k) As to **Pellerin**'s prior case-law, it is he, himself who presides in the file of *Jacques Delorme* c. *Catalin Gasparic*, 26-990804-002G, *Régie du logement*, Sherbrooke (Qc)—which happens to be an **action** for expulsion under Article **1889** C.C.Q. as is clear from the accompanying copy of the original demand **where the Article is clear to see**, proving that **(i) Pellerin** *knows* the *lawful* procedure for this article of the *Code*—and **(ii)** also proving that he completely understands the concept of how "duress," context and time-span affect the validity of a contractual decision; and **(iii)** finally, proving **Pellerin** knows how to construct a **supported decision** ("*motivée*") because he has divided this one up into sections: "LES FAITS," "LE DROIT," and "LES MOTIFS," *before* moving on to his conclusions—which he has blatantly ***not*** done in his illegal decision of **December 6, 2000** to evict the undersigned Petitioner;

(l) Moreover, **Pellerin**, fully conscious of the ***gravity*** of his *Jacques Delorme* decision, commences his decision at line 1, page 1 with a quotation apparently well enough known in law that the source need not be cited:

> **"'L'appréciation qu'en font les parties est souvent subjective. L'appréciation de la preuve par le Tribunal doit être objective.'"**

(m) **Pellerin** then goes on to state the nature of the case, and to describe a **writing** –familiar in **Bissonnette's** prior case-law as the sole acceptable form of "***entente***" to cancel a lease–with this one signed by the "*locataire*" agreeing to move out:

> "Les locateurs one produit le 4 août 1999, amendée le 16 août 1999, une **demande d'expulsion** du locataire et des occupants du logement, de condamnation à payer le loyer dû, l'éxecution provisoire de la décision même s'il y a appel, des intérêts et les frais de la demande....
>
> Le 2 juillet 1999, le locataire **confirme son acceptation de déménager** dans ces termes:
>
> > 'A Mme Hélène Morin, D'accord pour l'appartement #300 à partir de 1er août 99. Catalin Gasparic' (sic)....
>
> "L'article 1458 C.c.Q. prévoit que 'toute personne a le devoir d'honorer les engagements qu'elle a contactés [sic]....
>
> De son côté, l'article 1375 C.c.Q. dit que 'La bonne foi doit gouverner la conduite des parties, tant au moment de la naissance de l'obligation qu'à celui de son exécution ou de son extinction.'....
>
> Il [le locataire] a contracté un engagement, il doit le respecter....
>
> Le tribunal juge non valide l'allégation du locataire à l'effet qu'il n'était pas en mesure de **signer** son accord le 2 juillet 1999 à cause de son état de santé et parce qu'il était sous l'effet de médicaments.

Sa décision a cependant été longuement mûrie. Cela faisait **plusieurs semaines** que les locateurs avaient proposé le changement de logement.

Le tribunal juge, selon la preuve faite, que le locataire a pris sa décision *en toute connaissance de cause* et que le nouveau bail est valide....

Le tribunal doit juger la preuve **d'une façon objective**, basée **sur les faits prouvés**.... [*This is the second time* ***Pellerin*** *repeats this motto in the same decision, showing his scripulous concern for logic and fact when he is adjudicating cases other than those of* ***Maur*** *and* ***Arciero***];

Le locataire... a payé avant l'audience tous les mois antérieurs au mois d'août.

POUR CES MOTIFS, LE TRIBUNAL:
ACCUEILLE la demande des locateurs..."

(n) In the case of the present **Tenant, Pellerin** fails to review the ***facts***: i.e.:

(i) was not legally capable of *being* pursued as of "le 28 mars 2000" in virtue of the ***evidence*** Bissonnette refused to "keep" in the Record—arrears agreement, money order and rent receipt;

(ii) that any idea she *might* have had at *that* time of moving out, ***within minutes*** of receiving Landlord's threat that made her feel he would unilaterally evict her, would have been a condition for nullity of such a contract—but **Pellerin** does *not* bother to object that Tenant ***had no time and was in no state of mind*** to make a contractual decision "*en toute connaissance de cause*, whereas, in the case of that other tenant in re *Delorme*, he points out that the decision was "longuement mûrie.... **plusieurs semaines**;"

(iii) nor does he object that such decision—if decision there was one—took place two (2) days ***before*** the **only** ***signed arrears agreement*** and four (4) days *before* the **March 6th** rent and arrears receipt—and **Pellerin** certainly does not hold the **Landlord** herein to the same standards he has held for that other tenant in re *Jacques Delorme*: i.e., "Il a contracté un engagement, il doit le respecter....";

(iv) nor does **Pellerin** object that **Tenant's** alleged "decision" to move out was never committed to writing, and that an "entente" for rental housing cannot be "verbal," as he and **Bissonnette**, and indeed the entire **Tribunal of the Régie** well know—although he highlights his "FAITS" in re *Delorme* by quoting the *signed* writing which he then adduces to render his decision that the signatary has to abide by his written word;

(o) **Pellerin's** entire **October 6th** decision is unsupported, there are no "faits," no "droit," no " motifs," there are only deliberately vague, convluted and falsified allegations trumped up as an excuse for the conclusions, and therefore, **Pellerin** is once again *ultra vires*:

(p) Nor does **Commissioner Maître Paul Pellerin** seem to mind that in ruling to evict the Tenant based on this alleged verbal "**entente**" of **March**

2, 2000, which again he circumscribes within the falsehood of the original application, re-trying the Tenant on a charge where she was already proved innocent, he states, "**RÉSILIE le bail et ORDONNE l'expulsion du locataire**..." to cover up the fact that he is really ruling on an ***oral*** "**motion** to evict" under Article **1889** C.C.Q. made by Landlord in hearing on **March 28, 2000** and *never formed in writing* as required by Articles **3** and **7**, *Règlement sur la procédure devant la Régie du logement* **because it could *not* be—it is illegal**;

(q) In addition, **Pellerin is utterly bankrupt of judicial competence**, for he is presuming to overrule the legislator of the *Code de procédure civile*, L.R.Q., c. C-25, on the subject of which, the **Honorable Judge Jean-Pierre Plouffe** has said, ruling in re a *written* motion to evict under Article **1889** C.C.Q. in re 154-629 CANADA INC. v. 2684349 CANADA INC., C.S. Hull, no. 500-05-000978-943 on 20 September 1994:

> "Le droit appliqué à la présente affaire
> Nous pouvons ainsi affirmer qu'une demande en justice commence généralement par une action, et exceptionnellement par une requête lorsqu'elle est particulièrement autorisée. Or, le *Code de procédure civile* ne prévoit pas particulièrement qu'**une demande d'expulsion** puisse se commencer par **une requête** introductive d'instance. Il y a donc lieu d'appliquer le principe d'interprétation des lois voulant que les dispositions d'exceptions s'interprètent et s'applique de façon restrictive.
>
> Comme suite à ce qui précède et tenant compte des conclusions recherchées dans sa requête, la requérante **se doit donc de procéder par action. Décider autrement pour le tribunal serait usurper le rôle du législateur.** Cette façon de faire assurera aussi à l'intimée la jouissance des **garanties procédurales** prévues au Titre II du Livre II du *Code de procédure civile* (**Contestation** de l'action)". Par ces motifs, le tribunal: "Accueille la requête verbale en irrecevabilité; **Rejette la requête en expulsion comme étant irrecevable**. Le tout avec dépens." [pages 65-66];

(r) Moreover, **Pellerin**'s trespass into the jurisdiction of the legislator of the *Code of Civil Procedure* is not a simple error due to ignorance, for **Pellerin** *himself*, writing in re *Jacques Savignac* c. *Gilles-Yvan Beaupré*, **37-990520-008G** at Longueuil on **8 September 1999**, exhibits his savoir-faire on the topic of **actions** versus "**requêtes**", pointing out therein that there are *no defensive mechanisms available to the respondent* of a requête:

> "Le 26 août 1999, dès le début de l'audience, le procureur du sous-locataire demande que le tribunal "suspendre l'instruction de la demande portée devant" lui "jusqu'au jugement de la cour supérieure passé en force de chose jugée" puisque le locataire, de lui-même, a rédigé et signifiée le 25 août 1999 (la veille de l'audience) **une requête** en annulation de bail et en dommages, présentable en cour de pratique de la cour supérieure le 14 septembre 1999 à l'encontre du sous-locateur et du locateur principale. **La requête** contient 128 allégués et elle demande de: "**Déclarer résilié** à l'égard de votre requérant **le bail intervenu** entre les intimés et/ou libérer votre requérant de toute obligation en vertu d'icelui [sic].....De plus, alléguant que la somme réclamée est de plus de 30 000 $, la Régie n'aurait plus juridiction.
>
> Le tribunal a refusé de suspendre l'instruction de la demande de Me Savignac....

> La cour supérieure n'a pas encore été saisie d'une action, d'une demande. [**The underlining is Pellerin's.**]
>
> Il y a projet de présentation **d'une requête**... Il ne s'agit pas d'une moyen préliminaire (art. 160 c.p.c.) ni de moyen déclinatoire ni de **non-recevabilité**, ni d'une procédure particulière à l'encontre de la demande du sous-locateur mais du **projet d'une demande** au fond que plutôt d'une action. Une telle action [**The underlining is Pellerin's**] est régie par des règles d'introduction d'une déclaration, sa **contestation**, etc... le tout suivant les règles (art. 481.4 c.p.c.) de pratique de la cour supérieure."

(s) Thus, **Pellerin**'s having ruled on **October 6, 2000** to evict the **Tenant** based on an oral "**requête**" made by **Landlord Arciero** on **March 28, 2000** in the context of a defunct application Landlord *himself* had proved had no grounds and therefore could *not* provide him with his conclusions, and *the existence of which* "**requête**" **Pellerin** has self-servingly ***neglected*** to admit in his said decision to evict the undersigned **Tenant**, proves ***deliberate error*** **in contempt of the rule of law, with clear intent to usurp the function of the legislator** of the *Code de procédure civile*;

(t) **Ferland** and **Emery** have said:

> "Toute erreur sur la compétence, même une simple erreur, constitue automatiquement un excès ou défaut de compétence. **Un tribunal administratif ne peut**, en effet "**excéder la compétence qui lui est dévolue par la loi.**" [*Précis de Procédure Civile du Québec* Vol. 1, 3e Édition, Les Éditions Yvon Blais Inc. 1997 (Cowansville)];

Petitioner herein suggests that an error is an error, whether deliberate or not, and therefore, the **Tribunal of the Régie du logement**, and **Maître Paul Pellerin** *et als*, have exceeded the powers afforded them by law by refusing to apply the rule of law, by deliberately employing error to destroy an "**entente**" that was both "***chose jugée***" and **conciliation** par excellence, and by snubbing the Legislator to override the *Code de procédure civil* as well as the *Loi sur la Régie du logement* so as to illegally **evict on a motion** under Article **1889** C.C.Q.;

(u) This constitutes **partiality** *not based on any personal like or dislike of the Tenant*—whom **Pellerin** has never met, since Tenant refused to attend the illegal "***requête***" of **September 25, 2000** not having been "duly summoned" on account of all the fraudulent hearing notices issued as part of the cover-up; such inescapable **partiality** can only have been **entirely acquired**—as there can be no doubt in the **Tenant's** case—**from the Tribunal itself, from the *Régie du logement*, which is utterly bankrupt of judicial independence** and has engaged in more than **six** (6) months of the most brutal judicial, economic, social and psychological harassment of the **Tenant** with *clear and vicious intent* to destroy her home through *malicious prosecution*, by seeking to evict her **despite** proof on **March 28, 2000**, as admitted by Landlord in court, that she was ***not*** in default;

(v) **The Tribunal of the *Régie du logement*** has violated every possible rule of procedure, numerous fundamental provisions of the Charter [L.R.Q., Ch. C-12], and its own *Code of Ethics* [c. R-8.1, r.0.1] by denying Tenant hearing notices for her valid motions, denying her a hearing cassette required in evidence, illegally imposing peremption on her lawful motions to get them dismissed while she was recovering from injury and illness with a medical letter in the Record and her testimony to such effect on May 31st—and, let it be said, *while she was suffering from exhaustion brought on by the Régie's prosecution of her with an illegal* ***motion to evict,*** *while denying her the right to an attorney that she could ill afford anyway*—and refused all useful responses and informational

communications, amongst many other defaults under the *Régie's* constituted mandate to **impartially**, and with **equity**, and **natural justice**: inform, conciliate and adjudicate within the limits of the law;

(w) Ultimately, that **Tribunal** has joined with Landlord in harassment to procure an eviction, which is prohibited under the penal provisions of **Article 112.1** *Loi sur la* ***Régie du logement*** and actionable for damages under **Article 1902** of the *Civil Code of Québec*:

> *"L'**Article** 112.1, de droit pénal, rend passible d'une amende quiconque use de harcèlement envers le locataire de manière à restreindre son droit à la jouissance paisible du logement... dans le but d'évincer un locataire. L'**Article 1902** est donc le pendant civil de ce recours pénal."* ("*Droit des obligations du louage*" by Nicole Archambault, in *La Réforme du Code Civil, Obligations, contrats nommés, Les Presses de l'Université Laval*, p. 655.)

(x) Which is why the **Tenant** herein, on **August 7th, 2000**, filed her Superior Court action in damages (**Nº: 500-05-059435-006**) but has unfortunately been unable to amend and serve it with all the details provided herein due to gross procedural fraud used by the ***Procureur général es qualité de la Régie du logement*** to paralyze it so that it would be useless to support Tenant's *Motion to Suspend* under Article **58**, such that **Pellerin** could pretend to adjudicate and dismiss the *Motion*, although the *Régie* never issued a hearing notice for it, because the *Régie* knew their defence attorneys had effectively frozen it; necessitating that Tenant research and produce a *Motion to Quash* the Attorney General's illegal subpoena and dismiss Maître Goupil's illegal *Désistement de comparution*—all far too complicated and time-consuming to accomplish for a non-attorney learning as she goes along, with a handful of days between a hearing on a **motion to evict** and the actual **eviction**;

(y) As the **Hon. Judge Jean-Louis Baudouin** has said in re *Place Fleur de Lys c. Tag's Kiosque inc., (1995) R.J.Q. 1659 (C.A.), conf. J.E. 95-197 (C.S.)*:

> "...la résiliation automatique ne peut avoir lieu en l'instance parce que, la réclamation de loyer étant contestée, elle équivaudrait à permettre à une partie de se faire justice elle-même" [pp. 1661-1662];

Which explains why the ***Procureur général es qualité de la Régie du logement*** sabotaged Tenant's Superior Court action—so that the ***Régie du logement*** could self-servingly consider the Landlord's application, which was still illegally before it, as **not** "*contestée*" in the absence of Superior Court service—which the Régie knew would be *invalid* if Tenant could be tricked into serving while the file was obstructed, and was anyway invalid if she figured out the ruse and didn't serve;

(z) Writing on the topic of "**Les pouvoirs inhérents de tribunaux et des juges**," **Ferland** and **Emery** in *Précis de Procédure Civile du Québec* Vol. 1, 3e Édition, Les Éditions Yvon Blais Inc. 1997 (Cowansville) have said:

> "Ces pouvoirs inhérents ne sont toutefois pas sans limites quant à leur exercice. **La règle de la suprématie de la loi continue de prévaloir, de sorte que ces pourvoirs inhérents des tribunaux et des juges ne peuvent être exercés aux fins de mettre de côté le droit applicable, de créer des droits nouveaux, ou de refuser de rendre jugement selon la loi.**" [p. 68];

(aa) On **March 28, 2000, Commissioner Maître Christine Bissonnette** refused to render judgment according to the law:

"**1.** *Le présent règlement vise à établir les règles de procédure... de façon à en simplifier, à en faciiter et à en accélérer le déroulement, dans les respect des principes de justice fondamentale et de l'égalité des parties. 92-11-23, a. 1"* [*Règlement sur la procédure devant la* ***Régie du logement****, Décision*, (1992) 124 R.O. II, 6935 (R-8.1, r. 5)];

Article **2631** C.C.Q.
"Transaction is a contract by which the parties...put an end to a lawsuit... by way of ***mutual*** concessions or reservations."

Article **2633** C.C.Q.
"A transaction has, between the parties, the authority of a final judgment (*res judicata*). A transaction is not subject to compulsory execution until it is homolgated."

"Article **14.** Lorsque les parties concluent une entente, la **Régie** ferme le dossier sur production d'une copie de cette entente signée par les parties...;";

(bb) Since that time, **Bissonnette's** colleagues have followed suit, the *Régie* has conducted a *game* of procedural evasion to spare its **Commissioners** from answering for their unlawful acts, and **the Tribunal of the Régie du logement itself, exhibiting an utter lack of Independence and serenity in the conduct of this Tenant's file,** and acting from **every one** of its relevant departments, has sabotaged the Tenant's right to a fair hearing, her right to be duly summoned on relevant grounds made clear in writing, to have access to evidence and information, and to be free from unlawful prosecution on a **motion to evict** after Landlord's **demand in eviction** was found baseless in law;

(cc) Whether in the *Salle des dossiers* (evidence laundered out before hearing), or in the ***Salle d'enregistrement*** (**May 31st** hearing tape denied), in the ***Department des plaintes*** (Bourdon refusing to explain why fundamental documents were missing from the file, then harassing Tenant with e-mails in regard to her revocation of Commissioner Harvey's peremptory decision), and, finally, within the scope of this **Tribunal's** statutory mandate to "inform" and to foster **conciliation** as well as to adjudicate, the Régie du logement, after **May 29th**, simply refused to answer any of the Tenant's letters or e-mails—while provoking all the motions and actions the Tenant felt obliged in self-defense to file both at ***Superior Court*** and at the ***Régie du logement***—;

(dd) Thus, the **Tribunal of the Régie du logement, which is not Independent, and its Commissioners, who are therefore not Impartial, have no judicial competence in the present file** the evocation of which is herein requested, the *Régie* having at every turn and in every respect denied the Tenant the remotest semblance of a "full, fair and impartial hearing" guaranteed to her as a fundamental right of the Quebec Charter [*Charte des droits et libertés de la personne du Québec*, L.R.Q., Ch. C-12];

(ee) **Pellerin** then pretended that the ***arrears*** payment made by Tenant on **March 6, 2000**—evidence which Bissonnette had refused to take *into* evidence on **March 28, 2000** but is somehow suddenly acknowledged by **Pellerin** despite Tenant not being there to "plead"—was "applicable" to the ***future*** month of **April, 2000**, to make it seem that Tenant had been in default under her **arrears agreement** at hearing on March 28, 2000, in effect now ***ruling***, without however, *saying so*, ***on a matter not in the file before him***, which would have required **(i)** that the entente had been homologated by Bissonnette on **March 28, 2000**--which it was not, and that in such case, **(ii)** a **separate action** by Landlord, regularly formed in writing be served on the Tenant, *alleging* her default under the arrears

agreement—but was not--thus, **Pellerin** was *ultra petita* as well as *ultra vires*;

(ff) Apparently not content with the procedural fraud he has carried off in his **October 6th** decision to evict on an **oral motion, Pellerin** then adds total chaos to the confusion by citing utterly incorrect rentals—or, is there method to his madness?

(gg) In the official hearing transcript of **Carole Corbeil, s.o.**, Landlord **Arciero** told **Bissonnette** the Tenant's arrears were **$1,240.00**; and listed the details as **$190** due for November 1999, **$350** for December, **$350** for January, 2000; and concluded, "**Mars est payé**," having received a money order from the Tenant for **$350.00** plus the $50 arrears instalment;

(hh) Indeed, Tenant's rent is **$350** monthly, however, the **Régie du logement**, who have evidently studied the **March 28th** hearing transcript, have realized that **Arciero's** testimony proves the Tenant's point made that day in hearing: that she ***does in fact have a new lease***, and therefore cannot be evicted with an application filed on the old one;

(ii) The proof is simple *mens rea*: when Bissonnette asked Arciero to enumerate what was owed, he voluntarily summed up the ***arrears***, and separated them from the **March, 2000** payment, ***which he did not apply retroactively to cover the arrears***, because in his mind, as much as he wished to deny it, Tenant had a new lease for **March 2000**—if that were not the case, Arciero would have applied the Tenant's **March 6th, 2000** $400 payment retroactively to diminish the balances on November and December 1999;

(jj) Having noticed this gaffe in **Arciero**'s testimony, the Régie has given **Pellerin** the job of covering this up, too: Pellerin therefore falsifies the arrears of rental, pretending that the arrears for November 1999 through February 2000 were actually **$340.00** in each and every month: in this way, he takes **$150** (from the Tenant's March 2000 rent) and puts it onto November 1999;

(kk) **Pellerin** then reduces the rents for all of November, December, January and February by $10 a month, from $350 to $340 (another deliberate error adding to the confusion);

(ll) And further reduces the srent alleged to be owed from April to September (although ***nothing*** can be claimed as owed, since the illegal **motion to evict** is in fact "contested" by Tenant's paralyzed action at Superior Court), thus making it seem that Tenant has a rent reduction bringing her monthly rate to $310;

(mm) Cleverly, he skips all mention of the month of **March**, so he doesn't make Arcieo look like a liar when he repeatedly states in the transcript, "**Mars est payé,**" so we have to take six (6) months from April to September X $310 = $1860.00, plus the 4 months @ $340 ($1360), which we total as **$ 3,220**, compared to the $3, 440 that **Pellerin** totals;

(nn) However, if we consider that December 1999 to September 2000 represents 10 months at the *real* rate of $350, this gives us $3500, from which we deduct the $50 **Pellerin** has taken from Tenant's arrears payment and illegally applied ***forward*** to make it seem she was in default on **March 28, 2000**, and this gives us $3450.00—which would be the *real* amount for that period, if it were owed and uncontested;

(oo) **Pellerin**'s total of $3440--only $10 off the real figure--is his way of giving the Landlord a judgment for the "real" rent, to which he is not entitled, equal to the amount it would be if it were owed and uncontested, at the

same time **covering up the fact that there is a new lease as of March, 2000**, because **Pellerin** has clearly redistributed that money backwards to make it look like it covers the arrears, and protect both the **Landlord** and the **Régie** from the well desreved accusation that they are illegally evicting the **Tenant** from her ***new*** lease as of **March, 2000** based on an incompetent **motion to evict** (1889 C.C.Q.) disguised and hidden in the paperwork of a *defunct* application to evict under Arts. **1971** and **1863** C.C.Q. on the ***old*** lease where the Tenant was proved innocent on **March 28, 2000**;

- End of Premable -

I. THE ENTENTE (TRANSACTION)

31. On **February 15, 2000**, the RESPONDENT Landlord (hereafter "**Landlord**" or "**Arciero**" or "**Conrad Arciero**"), acting as a mandatary for his co-Landlords **Robert Torrenti** and **Nicole Therrien**, filed proceedings in eviction against the PETITIONER (hereafter, the "**Tenant**") under file **N°: 31-000215-071-G**, on the grounds of Articles **1971** and **1863** C.C.Q., as appears more fully from a true copy of same attached herewith as EXHIBIT **P-1**;

32. On **February 19, 2000**, just as the Tenant had completed making a **One Hundred Dollar ($100)** voluntary payment on account of arrears of rental to Landlord **Conrad Arciero**, **Arciero** then informed Tenant that the Landlords had taken the above-said eviction proceedings against her, which they had not yet served upon her alleging that they preferred to settle the matter with an "**arrears agreement**" in exchange for which they would "**stop eviction proceedings**";

33. On **February 19, 2000**, the Tenant, who was already making voluntary payments on the arrears anyway, happily **accepted Landlords'** offer of an "**arrears agreement**" and asked **(a)** that Arciero provide her with a writing proposing terms, and **(b)** that he also provide her with a certified copy of the eviction proceedings alleged to have been taken against her, all within **forty-eight (48)** hours, i.e., no later than **February 22, 2000**;

34. On **February 22, 2000**, Tenant wrote to **Arciero** notifying him that he had not yet kept his promise to provide her with a writing setting out the proposed terms of the arrears agreement he had solicited, nor had he provided a certified copy, nor indeed any kind of copy of the alleged eviction proceedings, attached *en liasse* at EXHIBIT **P-1**;

35. On **February 28, 2000**, Landlords left under the tenant's apartment door an ordinary photocopy of the alleged eviction proceedings, and a letter backdated to **February 27, 2000**, being the *first writing* they had given Tenant on the subject, and showing bad faith, as it placed Tenant in retroactive default alleging she had failed to make an arrears payment, the whole as appears more fully from a true copy of the said letter of **February 27, 2000** attached *en liasse* at EXHIBIT **P-1**;

36. On **February 28, 2000**, Tenant faxed a letter and attachments to the *Régie du logement*, citing the file number of the photocopy of the eviction proceedings Landlord had given her with his **February 27th, 2000** letter, assuring the *Régie du logement* that the said letter on the face of it was clearly unreasonable, but that she was nonetheless certain there would soon be a mutually satisfactory **arrears agreement**;

37. On **February 29, 2000**, Landlords left under Tenant's apartment door *another* letter, phrased in an intimidating manner, demanding that Tenant "leave the building" or words to that effect, and unfortunately, Tenant's copy of this has been lost, though Arciero in hearing on **March 28, 2000** alluded to it at lines **68** through **71** of Tenant's hearing transcript under her **October 15, 2000** Affidavit, attached herewith *en liasse* at EXHIBIT **P-2**, together with the **March 28, 2000** unsigned *procès verbal* of **Commissioner Maître Christine Bissonnette** and the official stenographic notes of

Carole Corbeil, s.o., which latter notes are unfortunately replete with errors, such that Tenant herein, having for many years been a professional dictaphonist at 100 words a minute, invokes her own transcript under her Affidavit of October 15, 2000 as the more accurate of the two (2):

68.	**BISSONNETTE:**	"Avez-vous **répondu**?"
69.	**ARCIERO:**	"Oui, **j'avais répondu que c'était pas acceptable**--"
70.	**BISSONNETTE:**	"—Uhuh---"
71.	**ARCIERO:**	"--Et **je demandait l'expulsion pis** ..... ."

38. On **March 2, 2000**, frightened by this aforesaid intimidating letter, and fearing (mistakenly) that since her rent was niinety (90) days in arrears the Landlord had a right to evict unilaterally and ratify later at the *Régie du logement*, Tenant, under duress, considered leaving the premises to protect herself, her belongings and her animal;

39. On **March 2, 2000** at about **7:20 p.m.**, shortly after receiving Landlord's letter, Tenant visited **Police Station 25** in her precinct, and asked **Constable Bruce Kahn** (hereafter "**Kahn**") to help her avoid being illegally evicted into the street, such that **Kahn**, in the presence of Tenant, spoke with **Arciero** by telephone, and secured **Arciero**'s verbal assurance that Tenant would not be put into the street;

40. Two days later, on **March 4, 2000**, the Tenant encountered the Landlord in the hallway of the building and discussions ensued resulting in Landlord's countersigning the **arrears agreement** he had originally promised to provide, in virtue of which Tenant promised to pay the sum of **Fifty Dollars ($50.00)** a month on the arrears of rental, a true copy of which said arrears agreement is attached herewith *en liasse* at EXHIBIT P-1;

41. Also at that time on **March 4, 2000**, Landlord granted Tenant her second consecutive verbal lease, commencing retroactively as of **March 2, 2000**, at the same rental of **Three Hundred Fifty Dollars ($350)** a month;

42. On **March 6, 2000**, the Tenant thus paid to Landlords the total sum of **Four Hundred Dollars ($400)** by way of certified money order dated **March 6, 2000** drawn on the **Bank of Montreal** under its serial number **460495**, the whole representing **Fifty Dollars ($50)** on arrears of rental under the **arrears agreement** of **March 4, 2000**, plus **Three Hundred Fifty Dollars ($350)** for the month's rent of **March, 2000** under the new verbal lease, the whole as is more fully apparent from a true copy of the foregoing documents *en liasse* at EXHIBIT P-1;

43. On **March 6, 2000**, the Landlord's Superintendent, husband of the other Superintendent who had concluded Tenant's original verbal lease on **November 15, 1998**, provided Tenant with Landlords' **rent receipt** bearing serial number **666676** acknowledging the above-said money order, the whole handwritten *by* the Superintendent for "***Rent and Arrears***;" a true copy of which **rent receipt** is attached *en liasse* at EXHIBIT P-1;

44. On **March 6, 2000**, Tenant faxed a letter and attachments to the *Régie du logement*, citing the file number of the photocopy of the eviction proceedings Landlord had given her with his **February 27th, 2000** letter, and asked the *Régie du logement* to close the file, as the **arrears agreement** had been signed, and the rent paid, attached herewith *en liasse* at EXHIBIT P-2;

45. On **March 7, 2000**, to the utter surprise and consternation of the Tenant, she found in her apartment mailbox on returning home that day, the *certified true copy* of the eviction proceedings Landlord had promised to "**stop**" in exchange for the **arrears agreement** he had received, with a bailiff's notation on the obverse, evidently indicating that notwithstanding Landlord's offer and promise of **February 19, 2000**, and his letter of **February 27, 2000** (proving that he had in fact offered and promised an arrears agreement), and notwithstanding his signature on the **arrears agreement** on **March 4, 2000**, and his **rent receipt** of **March 6, 2000**, he was nonetheless

proceeding with his demand for arrears of rental and eviction that he had filed against the Tenant on her *former* lease, a copy of the said eviction proceedings having already been cited hereinabove as EXHIBIT **P-1**;

46. Throughout the month of **March, 2000**, Tenant searched for an attorney in the event she might need one to assist her, and on **March 24, 2000** Tenant was referred by the Quebec Bar Association's Referral Service to **Maître Styliani (Stacey) Markaki**, who being unavailable, had taken the liberty of faxing Tenant's pertinent documents to *yet another attorney*, being one **Maître Helen Sanders**, who, according to **Markaki**, was eager to represent the Tenant;

47. On **March 27, 2000**, at around **5:00 p.m.**, Tenant spoke with **Maître Helen Sanders** for the first time, over the telephone, and **Sanders** agreed to represent the Tenant and advised the Tenant that at hearing on **March 28, 2000,** Tenant should request a postponement of the heaing *for* that purpose, as Sanders was not free on **March 28, 2000,** and this, the Tenant agreed to do;

48. On **March 27, 2000** at around **7:00 p.m.**, while on the bus on her way home from the library where she had spoken to **Sanders** on a pay phone, it suddenly dawned on the Tenant that **Maître Helen Sanders** was in apparent conflict of interest, Tenant having just recognized the street address Sanders had given for her law offices as the *second* civic address of **Mtre. Michael Ludwick**, (who, as it turned out, was also a legal advisor to **Maître Helen Sanders**);

49. **Ludwick** was also Tenant's very recent ex-employer against whom she had filed a complaint with the *Commission des normes du travail* because **Ludwick** had refused to pay Tenant for her secretarial work as his employee unless she issued invoices, and because he was constantly changing her paydays in a way that happened to interfere with her ability to pay the rent to **Arciero** *et als*, Landlords herein;

50. Therefore, on **March 27, 2000** at around **7:30 p.m.**, Tenant stopped at a corner store and faxed a handwritten note to Mtre. Sanders declining her services; and later faxed another letter to the *Régie du logement* indicating that Tenant intended to request a postponement of the **March 28, 2000** hearing, as she had been unable to find suitable legal counsel;

51. On **March 28, 2000**, the date on which a hearing for Landlord's surprise eviction demand was scheduled to be held in the afternoon, Tenant visited the *Régie du logement* in the morning to check the file in hopes the Landlord had at last deposited his promised desistment so she would not have to go hunting for a lawyer; however, this was not the situation;

52. During that said morning visit of Tenant to the *Régie du logement* on **March 28, 2000**, Tenant was stunned and dismayed to find that the eviction file at the *Régie du logement*, into which she had already faxed Landlord's **February 27th letter**, and true copies of her arrears agreement, rent and arrears payment, and rent receipt, and all related correspondence, ***had vanished from the file***, although she had received several form letters from the *Régie du logement* acknowledging receipt of her documents and assuring her they had been deposited in the file, together with a list of the evidence missing from the Record on the morning of **March 28th, 2000** just prior to the Landlord's eviction hearing;

53. On that said morning of **March 28, 2000** at the *Régie du logement*, the only document of Tenant's remaining in the file was her fax-letter to the Régie the previous evening of **March 27, 2000**, indicating her intent to request a postponement;

54. Also on the morning of **March 28, 2000**, when Tenant asked the clerk in charge of the file room at the *Régie du logement* why her correspondence was missing from the Record, he replied that he had no idea, and was at a loss to explain its disappearance;

55. Also on the morning of **March 28, 2000**, tenant then immediately proceeded back by Metro and bus to Decarie Boulevard, (reversing a trip she had just made and which

took some 1.5 hours each way) where she then faxed a complaint letter to **Mtre. André Bourdon** of the *Régie du logement* Complaints Department, demanding an explanation for why her correspondence had disappeared from the eviction file which was slated that day for hearing;

56. For the entire duration of the legal proceedings which would ensue from that eviction application, **Mtre. Bourdon** has failed, neglected and/or refused to reply to that question;

57. On **March 28, 2000**, tenant, who was distressed, exhausted, and in mental turmoil from the prospect of eviction proceedings that Landlord had promised to stop, exacerbated by the inexplicable disappearance of her proofs of payment and arrears agreement from the *Régie's* file, and no less exacerbated by Tenant's having the previous evening discovered a colleague of her recent ex-employer attempting to appear in her eviction file, then returned by Metro to the *Régie du logement* in time to attend the eviction hearing being held on her *former* lease;

58. In hearing on the said date of **March 28, 2000**, Tenant was dismayed to see that Landlord was in fact proceeding with his application to evict her, and did not "***stop the eviction proceedings***" as he had promised—Tenant felt her head was spinning;

59. On **March 28, 2000**, the hearing commenced, and Tenant, making a last-minute decision in hopes of bringing the whole proceedings to a happy end, told **Commissioner Maître Christine Bissonnette** that she in fact had decided ***not*** to request a postponement, as lawyers are expensive, and Tenant felt there were in fact no grounds at all for the eviction to proceed;

60. On **March 28, 2000**, in hearing (transcribed by Tenant under her **October 15, 2000** Affidavit, *en liasse* at EXHIBIT **P-3**) Landlord, who had applied to evict Tenant under file Nº: **31-000215-071-G**, in virtue of Articles **1971** and **1863** C.C.Q. (the whole as appears more fully from true copies of the **March 28, 2000** hearing notice and *procès verbal* en liasse as EXHIBIT **P-6**), in fact testified that *he had indeed signed the arrears agreement*, as appears from extracts of the Tenant's said transcript:

37.	BISSONNETTE:	[to Plaintiff] "Where is that agreement, do you have a **written agreement?**"
39.	BISSONNETTE:	[to Plaintiff] "**Okay, so Monsieur accepted that you paid the arrears**, and what else?"
51.	BISSONNETTE:	"Okay. **Alors, Monsieur Arciero, vous avez signé ici l'entente que Madame vous paie cinquante dollars par mois?**"
55.	BISSONNETTE:	"**C'est votre signature?**"
56.	ARCIERO:	"**Oui, oui--**"
74.	BISSONNETTE:	"Did you sign that—uh—with uh—with impla—with an implication that she could stay in the building?"
91.	BISSONNETTE:	[to Arciero:] "**So, why did you sign this one—for fifty a month?**"
92.	ARCIERO:	"That—**in arrears**. "
93.	BISSONNETTE:	"If the arrears was to be fifty dollars a week-- "
94.	ARCIERO:	"—A hundred dollars--"
95.	BISSONNETTE:	"—A hundred, I'm sorry—a hundred dollars a week, **why did you sign that agreement for fifty dollars a month?**"
96.	ARCIERO:	"**That was to pay for her arrears.**"
97.	BISSONNETTE:	"I understand, but that's what you're talking about--"
98.	ARCIERO:	"—Yeah, but, she, eh, that's why, uh—I don't un—uh, je comprends pas (unclear) (unclear)--"
141.	BISSONNETTE:	"**So, why did you sign that?**"
142.	ARCIERO:	"To get the **fifty dollars** in uh, **back**, uh due **rent**, so that she would have no credit record."

61. As further appears from extracts of the Tenant's said transcript, Landlord also admitted that the rent for **March, 2000** was paid:

11. **BISSONNETTE:** [to Arciero:] "Et, qu'est-ce qu'on vous doit à l'heure actuelle?"
12. **ARCIERO:** "Uh--"
13. **BISSONNETTE:** "-- Avez-vous fait les détails?--"
14. **ARCIERO:** "Uh—mille deux cent quarante--"
15. **BISSONNETTE:** "Mille deux cent quarante, vous dîtes? Avez-vous fait les détails pour chacun des mois?"
16. **ARCIERO:** "Oui—"
17. **BISSONNETTE:** "Voulez-vous me les donner?"
18. **ARCIERO:** "Okay--. Uh, **novembre 188$, décembre 350$, janvier 350$, février 350$--**"
19. **BISSONNETTE:** "Okay, oui, **et mars?**"
20. **ARCIERO:** "**Mars est payé—**"
21. **BISSONNETTE:** "**Mars est payé, parfait.**"

62. Nonetheless, in hearing on **March 28, 2000**, after admitting he had indeed signed the arrears agreement for Fifty Dollars ($50) a month--enumerating the balances due on the prior months, including the partial balance on November, 1999--and after admitting that "**Mars est payé,**" Landlord nonetheless demanded the Tenant's eviction:

73. **ARCIERO:** "This is--she wanted to pay her arrears, she wants to leave a clean credit uh—check—it's up to her that she can get rid of her—uh—it's a—she wants to have a clean slate, that's up to her, but **I want her out, that's all I want.**"
103. **BISSONNETTE:** (to Arciero:) "Do you recall signing this?"
104. **ARCIERO:** "—Um, it's my signature, I cannot uh, deny that."
106. **BISSONNETTE:** "By signing that agreement, Sir, did you at any time say to Madame that she could stay in the building?"
107. **ARCIERO:** "No. **'cause she, first of all, she doesn't wanna talk to me, and**—[long silence by Arciero]"

140. **ARCIERO** "Yes, this is a—if I read this, I need to sign a signature accepting $50 a month on arrears of rental 303, as discussed earlier. This is just for the previous arrears, there was nothing, no condition saying that she can still live there.

My intention was, that **if she cannot accept the agreement a hundred dollars a week**, and on regular schedules and with no default, she was able to stay.

She answered me, she replied to me that she could not guarantee that, **so I asked her to leave.**"
141. **BISSONNETTE:** "**So, why did you sign that?**"
142. **ARCIERO:** "**To get the fifty dollars in uh, back, uh due rent, so that she would have no credit record.**"

63. As is clear from **Arciero**'s **March 28, 2000** testimony taken as a whole in the complete transcript, he alleged that Tenant was illegally occupying because the lease had been terminated, and he demanded a continuance to subpoena **Constable Kahn** to testify that an alleged telephone conversation to that effect between Kahn and **Arciero** had taken place on **March 2nd, 2000 (forty-eight (48)** hours before **Arciero** signed the **Fifty-dollar ($50)** a month **arrears agreement**, and **four (4)** days before his Superintendent issued the March rent receipt)—alleging that the lease at issue in his eviction application before the *Régie* had been terminated, and this despite the rent receipt and his signature on the arrears agreement;

64. Landlord **Arciero**, also in hearing on **March 28, 2000**, also said, a second time, "I want her out," but adding, "—she's filth—" which is calumnious, amongst other things, but, inexplicably, this does not seem to appear on the hearing tape issued to

Tenant by the *Régie du logement*, and the Tenant reserves her right to have the tape examined for editing by an expert;

65. On **March 28, 2000**, and over the objections of Tenant that the testimony of **Constable Kahn** was "irrelevant," since it regarded an alleged telephone conversation that was "hearsay" and which had occurred well prior to the ultimate written arrears agreement and the rental payment and receipt, **Commissioner Bissonnette** granted **Arciero** a continunance to let him subpoena the officer he had not bothered to bring in the first place, in order to provide evidence to permit the Landlord to evict:

> **174.** **BISSONNETTE:** [to the Tenant] "If you want to know the information on those issues, you may get them at the Information Desk, but we have a job first, that is to, give the opportunity to each party to present the facts of their case, and, **Monsieur wants an adjournment to have the witness**, regardless your position that the **relevancy** of that testimony is not an issue, ***I have to give Monsieur the opportunity to do so***."

II. THE RECUSATION

66. On **March 31, 2000**, Tenant returned to the *Régie du logement* to file a written recusation of **Commissioner Christine Bissonnette**, **(31-000215-071-J-000331)** prompted by the fact that **Bissonnette**--in hearing on **March 28, 2000** of Landlord's eviction demand **Nº.: 31-000215-071-G** formulated on the grounds of Articles **1971** and **1863** C.C.Q.--had, ***inter alia***:

(i) *after* establishing that the Tenant had paid the rent and had obtained a signed arrears agreement liberating her from the eviction demand as filed, *nonetheless* ordered an illegal continuance to evict the tenant ***on entirely different grounds*** using irrelevant hearsay testimony—Tenant would learn, some **six** (6) months later through her own efforts to defend herself—that those different grounds were Article **1889** C.C.Q., prohibited by law and by ample case-law from being urged on a ***motion***, let alone an *oral* motion by Landlord on **March 28, 2000** which was never committed to writing and served uopn the Tenant;

(ii) failed to mention any of Tenant's objections in **Bissonnette**'s unsigned *procès verbal*;

(iii) and had also failed to list a single of evidence item produced by Tenant at hearing in the form of Certified True Copies, while showing the originals, as evidence *proving* she was innocent and thus undeserving of any pursuit in eviction, and that she had a new lease, i.e., the **arrears agreement**, **money order** and Landlord's **rent receipt**::

> **133.** **BISSONNETTE:** "**I have nothing that I've kept in evidence**, Madam, so any copies, you have the originals, if he sent you letters."

(iv) while falsely indicating that: *"...**La locataire** renonce à être représentée par procureur"*; when in fact Tenant merely indicated that an attorney was too expensive and that a postponement to get one represented unwelcome delays and costs for her—and had moreover said this at the very outset of the **March 28, 2000** hearing, well before she learned of the ambush planned for her by **Bissonnette** and **Arciero** planning to evict instead under Article **1889** C.C.Q:

5. **BISSONNETTE:** "Bonjour. Mon nom est Maître Bissonnette, je vais entendre la demande. Madame Maur, vous avez déposé au dossier comme quoi **vous voulez être représentée par avocat**, c'est bien ça?"

6. **TENANT:** "Oui, mais je pense que j'ai changé d'avis, **parce que ça me coûte chèr**, Madame—je dois perdre une journée de travail maintenant, une autre journée plus tard, **les frais d'un avocat et ça coûtent très cher**, et **je pense qu'il y a rien à régler aujourd'hui.**"

67. In that same Motion in Recusation of **Maître Bissonnette** (**Nº·: 31-000215-071-J-000331**) which Tenant filed on **March 31, 2000**, Tenant also **(i)** contested and demanded the correction of **Bissonnette's** unsigned *procès verbal*, denying Tenant the right to an attorney while illegally continuing proceedings ***that were resolved by an "entente" and required to be closed, by law***, and which, indeed, *by law*, ***could not*** be amended, and **(ii)** demanded the revocation of **Bissonnette**'s interlocutory decision as noted in her unsigned *procès verbal* granting the illegal continuance—but these motions were never scheduled for hearing by the *Régie du logement*;

68. On **April 28, 2000**, the Tenant received in her mailbox the **May 31st Avis d'audition**, in which a hearing was scheduled by the *Maître des Rôles* on only *one* of the Tenant's motions filed on **March 30, 2000**, i.e., her motion in recusation of **Commissioner Christine Bissonnette**--Tenant's *other* two motions were ***not*** scheduled, being:

(i) her motion for contestation and correction of the *procès-verbal* which, *inter alia*, illegally stripped her of her *Charter* right to legal representation, and,

(ii) Tenant's motion in revocation of the **Commissioner**'s illegal ruling of continuance; and this, notwithstanding the fact that the *Régie's* clerk, in her own handwriting **on the face of the Tenant's motion**, had penned reference to the articles *entitling* the tenant to a correction procedure and a revocation procedure;

69. On **May 30, 2000**, in distress over the illegal continuance, and the prospect of being evicted *despite* having paid her rent and arrears, and exhausted from spending some **two (2)** months trying to learn enough law to better refute the actions of **Maître Bissonnette** for the detailed amendment she was preparing for her recusation of **Bissonnette**, Tenant, already exhausted, and suffering from the flu, fell down the stairs at her apartment building on Decarie Boulevard and sprained her ankle;

70. On **May 30, 2000**, Tenant visited the C.L.S.C. *Côte des Neiges* where she was attended by one **Dr. Moliner**, who bandaged the sprained ankle and provided Tenant with two packages of pain killers, and with his medical letter (which Tenant faxed into the *Régie*) exonerating her from activities for the next few days;

71. On **May 31, 2000**, Tenant ***nonetheless***, having still no explanation for the disappearance of her fax-correspondence from the *Régie's* Record, and taking good note that **Bissonnette** had never cited the said **arrears agreement**, **payment** and **rent receipt** in her *procès verbal*, attended the scheduled motion hearing **Nº·: 31-000215-071-J-000331** despite her doctor's letter, to *personally* ensure that it did not deteriorate into an eviction hearing held in her absence;

72. On that said date of **May 31, 2000**, **Commissioner Maître Luc Harvey** told the Tenant that notwithstanding her medical letter, **the hearing would have to be postponed *anyway***, as he, **Maître Harvey**, did not have "enough time" on that occasion to review the amended "allegations" as he called the paragraphs of Tenant's Amended Motion filed on **May 29, 2000** completing her Motion in recusation of **Maître Bissonnette**;

73. On that date of **May 31, 2000**, **Maître Harvey**—when Tenant asked for an explanation as to why the portion of her Motion dealing with the contestation and

correction of **Bissonnette**'s unsigned *procès verbal* had ***not*** been scheduled by a hearing notice—also told the Tenant that in law, such a motion could not be scheduled because the recusation had to be dealt with first;

74. On **May 31, 2000**, over Tenant's objection that this was not logical, since it would seem necessary to first prove that the *procès verbal* was incorrect in order to meet certain of the grounds on which Tenant was recusing **Bissonnette, Maître Harvey** was adamant that contesting and correcting the procès verbal *first*, was incorrect procedure, and therefore excused the lack of a hearing notice on this basis;

75. On the said date of **May 31, 2000, Maître Harvey** also noted that Tenant had faxed into the Record on or about **May 30, 2000** a "***Requête en irrecevabilité pour chose jugée***," a document which seemed to suddenly put **Maître Harvey** into a jovial mood, as he asked the Tenant, "Why didn't you think of *that* before?" or words to that effect, smiling broadly and urging her to ***immediately*** serve the said "***Requête en irrecevabilité pour chose jugée***," upon the Landlord;

76. Also on **May 31, 2000, Maître Harvey** tried to obtain from Tenant a decision to agree to "arbitration" in lieu of any further hearings (i.e., in order to avoid the Recusation hearing), and this despite Tenant's repeatedly telling **Maître Harvey** that she had only come to the hearing to ensure there was no eviction in her absence, and that in light of her medical letter and her current state of exhaustion and illness, she was in no *condition* to make decisions of *any* kind;

77. On **May 31, 2000, Maître Harvey** also told the Tenant that the next hearing would 'probably' be presided over by someone else, alleging that it was "too far" for him to travel from his *Régie du logement* office in Longueuil--however, the Tenant (having noted during her legal research in the *Régie's* own computer database that **Maître Harvey** had indeed presided in numerous prior cases in Montreal, and indeed in many locations around Quebec) pointed this fact out and urged **Maître Harvey** to remain seized of the recusation file—moreover, Tenant had amply cited Harbey's *own* Régie case-law on the subject of ***proving*** grounds for recusation, and *that* case-law was taken largely from a matter in re *Shakeela Qureshi* (**31-980325-038J-990818**) who had also, and very recently, tried to recuse **Maître Christine Bissonnette** but had been *denied* the recusation by the same **Maître Harvey**;

78. On **May 31, 2000**, in an effort to keep **Maître Harvey** in the file, believing that in light of his own case-law as applied in the Tenant's matter he would have no alternative in Tenant's case but to *grant* recusation of **Maître Bissonnette** (unlike in re *Qureshi*, where he denied it), Tenant filed a "***Renonciation au droit de recuser,***" renouncing her right to recuse **Maître Harvey**;

79. Also on **May 31, 2000**, when Tenant asked **Maître Harvey** if he knew the date for the re-scheduled hearing, he indicated that he did not, and moreover, by his insouciant attitude, conveyed that there was no particular urgency to the scheduling of that next hearing;

80. On **May 31, 2000**, Tenant also filed at the offices of the *Régie du logement*, her cross-demand **N^o^: 31-000531-061-G** against the Landlord, and would later amend same for additional damages due to his illegal pursuit of her in eviction after soliciting and obtaining from her an **Arrears Agreement** in exchange for stopping the said eviction, true copy of which cross-demand **N^o^: 31-000531-061-G**;

III. THE REVOCATION

81. On **June 5, 2000**, and notwithstanding the foregoing, Tenant was taken by surprise when bailiffs **Miller Bourdages** served her with **two (2)** fast-tracked hearing notices for **June 14, 2000**, despite the fact that **Maître Harvey** *knew* she had her sprained ankle, and the *Régie* had her medical letter from **Dr. Moliner** in the file, true copies of which two (2) Avis d'audition péremptoire are attached en liasse at EXHIBIT **P-7**;

82. The said hearing notices were both entitled:: "***Avis d'Audition Péremptoire***", one being for her Amended Motion recusing **Maître Bissonnette**, the other for her "***Requête en irrecevabilité pour chose jugée***" (EXHIBIT **P-9**. above), which Tenant had ***not*** in fact served upon the Landlord, as she had been urged to do by **Maître Harvey**, since for some nagging reason or intuition the basis of which had as yet escaped the Tenant, her said "***Requête en irrecevabilité pour chose jugée,***" filed in desperation, did not seem quite the right thing to—although it was intended to put an end to the illegal continuance on the grounds that the **arrears agreement**, as a ***transaction***, represented "*chose jugée*";

83. Tenant would, some months later, discover that her said "***Requête en irrecevabilité pour chose jugée,***" was indeed incorrect procedure, as such motion cannot be entertained after a defence has begun, and Tenant had indeed mounted a defence on **March 28, 2000** by producing her **Arrears Agreement**, **Money Order** and **Rent Receipt** (EXHIBIT **P-1**) and arguing for the dismissal of the eviction proceedings (EXHIBIT **P-3**), as **Maître Harvey** and the *Régie du logement* well knew;

84. Moreover, at some point after receipt of the two said hearing notices on **June 5, 2000**, Tenant faxed the *Régie* indicating ***she had not served*** the "***Requête en irrecevabilité pour chose jugée,***" upon the Landlord, and had no intention of doing so, (*en liasse* at EXHIBIT **P-7**) clearly constituting her intent to desist from that particular Motion, a fact the *Régie du logement* up to **September, 2000**, chose steadfastly to ignore, and continued issuing hearing notices for it;

85. In the period between **June 5, 2000** and the fast-tracked hearing for **June 14, 2000**, Tenant was ill, in pain, exhausted, unable to find any employment that fit into this bizarre schedule of having to do legal preparation while the law libraries were all closed evenings and weekends for the summer, and was suffering the toll of the now **three** (3) months of stress since Landlord had served his demand in eviction upon her by bailiff immediately after obtaining the signed **Arrears Agreement** (EXHIBIT **P-1**) and despite his **February 19th, 2000** promise soliciting same in exchange for putting a "stop [to the] eviction proceedings" as evidenced in his **February 27th, 2000** letter to Tenant also *en liasse* at EXHIBIT **P-1**—which had been laundered out of the *Régie*'s Record prior to hearing on **March 28, 2000** with no explanation forthcoming from the *Régie*'s **Maître André Bourdon**, and which had then been omitted from her unsigned *procès verbal* by **Commissioner Maître Christine Bissonnette**;

86. On **June 6, 2000**, on the heels of the two surprise hearing notices served by bailiff, and still limping on her **sprained ankle**, Tenant faxed a purchase order in to the *Régie du logement* for the cassette tape of the **May 31st** hearing before **Maître Harvey**, as well as requesting the *procès verbal*, (true copy of which is attached *en liasse* as EXHIBIT **P-10**);

87. Tenant hoped that the **May 31st** tape demanded in her **June 6, 2000** purchase order would somehow shed light on the meaning of the word "***péremptoire***" added to each of the two "*Avis d'audition*" that **Miller Bourdages** had been served upon her on **June 5, 2000**, since law students at the McGill Legal Aid clinic said they had no idea what "*péremptoire*" meant in that context, and definitions in law dictionaries and in online law dictionaries posted on the Internet, were unsatisfactory;

88. However, for some **fifty-two** (52) days subsequent to her said **June 6, 2000** purchase order, and despite a total of at least **six** (6) written demands and reminders by fax and e-mail that Tenant sent the *Régie--all of which demands were met with silence* and true copies of which are attached *en liasse* at the above-said EXHIBIT **P-10**), the hearing tape of **May 31, 2000** was thus denied to her;

89. On **June 7, 2000**, Tenant served the *Régie du logement* and the Landlords herein with a demand letter in damages for the illegal continuance, a true copy of which is attached herewith as EXHIBIT **P-11**);

90. On **June 9, 2000**, ***overcome by the stress*** caused by the unwarranted *Régie* proceedings as a whole, and by the sudden service by **Miller Bourdages** of the

unexpected hearing notices for **June 14th** while she was ill and recovering from a sprained ankle from a fall down her apartment stairs--whereas the previous hearing notices for **March 28th** and **May 31st** had come by regular mail and did not bear the unfamiliar word "***péremptoire***,"--Tenant visited the C.L.S.C. *Côte des Neiges* in order to request a prescription for a mild sedative that would restore her nerves so she might calm down and focus on preparing for Maître Harvey's surprise **June 14th, 2000** hearing without delay;

91. However, on **June 9, 2000**, the Resident who met with Tenant refused to provide her with any prescription to calm her nerves, because she refused his recommendation of hospitalization—this information was faxed by the Tenant to the *Régie du logement* on account of the surprise **June 14th** hearing (true copy of which fax-letter is attached herewith *en liasse* at EXHIBIT **P-11**), and thereafter, as will become clear below, the date of **June 9th** appears to have been used by both **Commissioner Maître Luc Harvey** and **Maître Yannick Gardère** (an unidentified staff member of the *Régie du logement*) to taunt the Tenant with an implied threat of such hospitalization as the ultimate result of her efforts to defend herself against the vicious abuses of process which the *Régie* was clearly fully prepared to escalate against the her in order to dispose of her and her recusation once and for all;

92. In consequence of the foregoing, on **June 9, 2000**, after the tenant left the premises of the C.L.S.C., *without* the mild sedative she had requested, she went back to her apartment and went to bed in hopes that sleep would help relieve her stress;

93. However, as of **June 14, 2000**, Tenant was still quite unwell, being in residual pain from her sprained ankle, and exhausted from these events—including the fact that she could not find much work to fit into her obligatory *Régie* defence schedule, could therefore not afford to eat well and was consequently living on a diet high in carbohydrates that was adversely affecting her health;

94. Therefore, on the early morning of **June 14, 2000**, deeming that she was still too ill to effectively represent herself at the surprise hearing fast-tracked by the *Régie du logement* for reasons that would become clear three (3) **months** hence when she discovered the truth about motions for "*chose jugée,*" as well as the case-law on Article **1889** C.C.Q., Tenant faxed her final plea into the *Régie du logement* that the hearing be postponed until she was well, and she did not attend, true copy of which **June 14th** plea is attached herewith as EXHIBIT **P-11**;

95. Moreover, Tenant later discovered that she had good legal reasons *not* to attend, since she had not been "*dûment appelée,*" the hearing notices having been illegally issued indicating hearings as being "*péremptoire*" when there having been no grounds for imposing such condition, and Tenant would make good note of this in her revocation of the deliberately garbled **June 15th** decision of **Maître Luc Harvey** that would result from this surprise and illegal **June 14th** "peremptory" hearing;

96. On the afternoon of **June 14, 2000**, the date of the surprise hearing held that morning in her absence, Tenant discovered deposited in her apartment mailbox an envelope from the *Régie du logement* containing a letter from **Maître Yannick Gardère**, (but no indication of his function or his title) (true copy of which is attached *en liasse* at EXHIBIT **P-10**), and which letter was *backdated* to **June 9, 2000**—the date when, as she had informed the *Régie du logement*, the C.L.S.C. tried to have her hospitalized;

97. **Gardère's** said letter, dated **June 9th** but delivered a full **five** (5) days later on **June 14, 2000** after the hearing of that date was over, contained no reference whatsoever to Tenant's demands for the **May 31st** hearing tape, and merely referred to the alleged contents of the **May 31st** *procès verbal* of **Mtre. Luc Harvey** as ordering **"peremption"** of the **June 14th** hearing—it was as if a door had been officially slammed in the tenant's face—using the date of **June 9th** to point to a threat of impending hospitalization unless the Tenant refused to drop her attempts to get a hearing in recusation of **Commissioner Bissonnette**;

98. On **June 14, 2000**, Tenant replied by fax to the said letter of **Maître Yannick Gardère** backdated to **June 9th**—informing **Mtre. Gardère** that she had ordered a true copy of the *procès verbal*, not his "interpretation" of it, and took good note that she had still received no answer to her order for the **May 31st** cassette, nor any reply from **Maître Bourdon** as to why her evidence had been laundered out of the *Régie* file prior to hearing on **March 28, 2000**;

99. Some days later, Tenant received by regular mail at her apartment, the other significant abuse by the *Régie du logement* of the **June 9th** date of her proposed hospitalization for stress by the C.L.S.C.: a *decision* of **Maître Luc Harvey** dated **15 June 2000** dismissing her Motion to recuse **Maître Bissonnette**, and moreover falsely stating that there *could be* no postponement of the **June 14th** hearing, for on **June 9, 2000**—*a date when there was no hearing held at the Régie at all in the present matter—Tenant herself*, according to **Harvey**, had appeared before him *to request peremption of her own Motion to recuse* ***Maître Bissonnette***, although ***this never happened***;

100. It was thus made clear to Tenant that **Harvey** had pointed to the **June 9th** date *in the context of a blatant lie* to taunt the Tenant by *making her seem to be responsible for prematurely terminating her own recusation motion of* ***Bissonnette*** that had taken her **two (2)** harrowing months of non-employment to research and prepare—because the consequence of **Harvey**'s dismissal of her *Recusation* at his srprise hearing while she was recovering from a sprained ankle, was the resumption of the ***illegal eviction proceedings*** fabricated by **Commissioner Maître Bissonnette** on **March 28, 2000**, which were now clearly aimed at *putting* Tenant in the hosipital, as well as in the street;

101. Thus, **Gardère**'s *backdated* **June 9th** letter found in her mailbox on **June 14th** in the afternoon *after the surprise June 14th hearing was over*—a letter which would have thus taken **five (5)** days to arrive in her mailbox unless it had been placed there on the afternoon of **June 14th** by someone other than the postman (Tenant, Landlord and his Superintendent being the only other parties to have her mailbox key)—was another pointer to the utter denial by the *Régie du logement* of any hearing for the Tenant's recusation of **Commissioner Bissonnette**, as well as a confirmation of their determination at all costs to silence Tenant by rendering her homeless, as had clearly been **Bissonnette**'s intention from the outset;

102. On **June 28, 2000**, working feverishly to respect the **ten (10)**-day revocation deadline established by the *Régie* as opposed to **fifteen (15)** days in the *Code de procédure civile*, L.R.Q., c. C-25, Tenant filed, in French, an eighty-paragraph ***Requête En Rétractation*** (Article **44**, *Règlement sur la procédure devant la Régie du logement* and Article **89**, *Loi sur la Régie du logement* (L.R.Q., c. R-8.1)) in French (**N°: 31-000215-071-T-000629**) of **Maître Harvey's** judgment of **June 15th**, citing case-law in support of Articles **482, 483** and **484** C.C.P.—while *still* being denied access to the **May 31st** hearing tape by the *Régie du logement*, who knew that this tape was *now*, in fact, *material* to Tenant's proof for purposes of that Revocation i.e., that:

(i) Tenant herself had never requested "peremption" of her Recusation hearing;

(ii) **Harvey**, in hearing on **May 31, 2000** had never indicated that there would be peremption, let alone that the new hearing would be fast-tracked; and proving:

(iii) that **Harvey** had told her in hearing on **May 31st** that it was ***not*** because of ***Tenant's*** request to postpone, but because of the length of the Amended Motion and his own "lack of time" on **May 31st**, that he was in fact postponing the Tenant's Motion in recusation of **Maître Bissonnette**—such that there were no grounds for his seemingly punitive measure of imposing "peremption" (which, as Tenant ultimately learned, meant a denial of any further chance to be heard on her recusation of **Maître Bissonnette**);

103. On or about **July 28, 2000**, a full **fifty-two (52)** days after Tenant's **June 6, 2000** fax to the *Régie* with her **Purchase Order** for the **May 31st** hearing tape of **Maître Luc Harvey—Maître André Bourdon** of the *Régie du logement* sent Tenant two or three **e-mails**, suddenly offering her the **May 31st** tape *at a moment when it was too late for her to get a transcript* or amend, refile and serve her ***Requête En Rétractation*** of **Maître Harvey's June 15th** decision falsely claiming Tenant was responsible for the peremption of her own recusation;

104. It was moreover **July 28th** and **29th, 2000** in those said e-mails that **Bourdon** (who still had refused to explain the disappearance of Tenant's evidence from the Record prior to hearing on **March 28, 2000**) that he deliberately *undermined* the Tenant's existing *Requête En Rétractation* in which she had at length defended on grounds of "surprise" due to the unexpected "peremption"—**Bourdon** stated that of course there was no hearing on **June 9th** in which Tenant herself had asked **Maître Harvey** for peremption of her own Motion to recuse **Maître Bissonnette** (as stated in Harvey's decision of **June 15, 2000**) it was **Harvey** himself, *d'office*, who had imposed that peremption—and would Tenant *now* like to come and pick up the **May 31st** hearing tape that had for the prior **fifty-two (52)** days been denied to her—however, despite admitting to these blatant misrepresentations of fact in the **June 15th, 2000** decision, the *Régie du logement* never bothered to issue *a corrected decision*;

105. In consequence of this apparent harassment of the Tenant by the *Régie du logement*, and the denial to her of material evidence (the cassette of **May 31st, 2000**) in time to prepare her "*Requête En Rétractation,*" Tenant refused to attend the **August 7th** hearing for her said "***Requête En Rétractation***", which was clearly incomplete and thus dismissable for the lack of the **May 31st, 2000** hearing tape before **Maître Harvey** that had been denied to her by the *Régie*—and, intending to preserve all of her legal rights and recourses in her cross-demand and contestation against Landlord's illegally continued demand **No.: 31-000215-071-G**, proceeded instead on that same date to file a lawsuit against the *Régie du logement* and the Landlord at **Superior Court** in re file **No.: 500-05-059435-006** for **Thirty Thousand Dollars ($30,000)** in damages, thus replacing her amended countersuit **No.: 31-000531-061-G** *at the Régie du logement* from which she subsequently desisted;

106. Tenant had also boycotted the **August 7th** hearing of her sabotaged "*Requête En Rétractation*" because once again, despite her written intent to withdraw same and her refusal to serve it, ***the Régie had simultaneously scheduled a hearing for her erroneous "Requête en irrecevabilité pour chose jugée,"*** and the Tenant now had every reason to believe that even if she did attend the **August 7th** hearing for her "*Requête En Rétractation,*" *it would not be heard, because the Régie would now* ***forcibly*** *use her erroneous* "***Requête en irrecevabilité pour chose jugée***" to close the file and thus evade hearing *both* her *Rétractation* of **Maître Harvey** and her *Recusation* of **Commissioner Bissonnette**;

107. Also on **August 7, 2000**, Tenant, in hopes of saving herself some of her hard-earned money, being in financial distress due to the illegal continuance and the fraud against which she was repeatedly obliged to defend herself, moved for alternate mode of service for her Declaration, but was denied her motion by **Judge Nicole Morneau, j.s.c.**, who insisted that this introductory proceeding be served *by Bailiff*, true copies of which *Motion* (**138** C.C.P.) and its denial;

108. Also on **August 7, 2000**, Tenant moved by fax to the *Régie du logement* for suspension of the illegal eviction proceedings against her being continued on **August 7, 2000** at the time scheduled for her *Régie*-sabotaged *Rétractation* and cited in support thereof the *Régie's* own Article **58**, *Loi sur la Régie du logement* (L.R.Q., c. R-8.1):

> **58.** "Lorsque la Cour supérieure et la Régie sont saisies d'actions et de demandes ayant le même fondement juridique ou soulevant les mêmes points de droit et de faits, la Régie ***doit*** *suspendre* l'instruction de la demande portée devant elle jusqu'au jugement de la Cour supérieure passé en force de chose jugée ***si une partie le demande et qu'aucun préjudice sérieux ne puisse en résulter pour la partie adverse.***"

True copy of Tenant's said *Notice* to the *Régie* in virtue of her Superior Court proceedings is attached herewith as **EXHIBIT P-9**:

109. On **August 7, 2000**, the Tenant's above-said ***Requête En Rétractation—for which she had been denied the hearing tape of*** *May 31st*—was nonetheless "instructed" at the *Régie du logement* despite her Motion invoking Article **58** faxed to the *Régie* that same morning, and her revocation of the abusive **June 15th** decision of **Maître Luc Harvey** was summarily dismissed by **Comimssioner Maître Pierre C. Gagnon**, true copy of **Maître Gagnon's August 8th, 2000** decision being attached herewith as as **EXHIBIT P-8**;

110. On **August 10, 2000**, the *procès verbal* of Judge Morneau's said decision was deposited in the Tenant's said Superior Court file, such that on that date there were only three documents in the Record, the whole as appears from the Plumitif thereof attached *en liasse* at **EXHIBIT P-10**:

(i) the Tenant-Plaintiff's Declaration **N°: 500-05-059435-006**;
(ii) her motion for special mode;
(iii) the *procès verbal* of **Judge Morneau** denying same, with this latter sitting ***on top in the file***, making it utterly apparent to ***any attorney*** consulting the file at that time ***that service by bailiff was now a matter of a Judge's order***, and could not be contrived by any other means as might normally be available at law, including, i.e., by renouncing the right of service and accepting service by merely taking cognizance [*Huard* c. *Bedford (Ville de)*, [1984] R.L. 223 (C.S.).];

111. On **August 17, 2000**, the *Procureur général du Québec* "*es qualité de* ***la Régie du logement*** and *es qualité de* ***Maître Christine Bissonnette***, rushed to appear in the Tenant's new Superior Court file (**500-05-059435-006**), true copy of said Appearance being attached herewith as **EXHIBIT P-10**;

112. The said appearance of the the *Procureur général du Québec*, via her attorneys, **Bernard, Roy & Associés**, was filed exactly **ten (10)** days from the date of Tenant's **August 7th** Notice to the *Régie* to suspend under Article **58** (L.R.Q., c. R-8.1), being ***twenty (20)*** days earlier than necessary, as permitted by the *Code de procédure civile*, L.R.Q., c. C-25 for their appearance 'upon receipt of service'—although in this case, ***service had not yet been made***—while this did not invalidate the said Appearance, it *did* invalidate what came later—*in fact, what came later, as will be seen,* ***was intended*** *by the Procureur général* ***to invalidate the Tenant's*** *Superior Court action for all legal purposes, includign as her defence and cross-demand, her contestation, and her above-said Motion re Article 58* (L.R.Q., c. R-8.1);

113. This **August 17, 2000** surprise appearance also spoiled Tenant's plans to amend her **Declaration** in re **500-05-059435-006** without permission, as she had wanted to include additional damages which the Defendant *Régie du logement et als* knew very well had accrued since her **June 7th** demand letter in damages made jointly and severally to both the *Régie du logement* and her Landlords (**EXHIBIT P-12**), and to thus avoid the cost of serving the Declaration *twice* by bailiff, as well as the complication of moving for permission to amend;

114. The *Procureur général's* said **August 17, 2000** Appearance in Tenant's defence and countersuit **N°: 500-05-059435-006** was also in stark contrast to the fact that the same *Procureurgénéral*--(as was Madame Goupil's privilege) had ***chosen to ignore*** the Tenant's own formal "Motion for Service Upon Quebec Attorney General Maître Linda Goupil of 31-000215-071-J-000331 (arts. 97 *et seq. C.C.P.)*" dated **June 16, 2000** and in which Motion Tenant desperately tried to get relief by bringing to the Procureur général's attention the illegal attempts of the *Régie du logement* to destroy her home although on the **March 28, 2000** date of Landlord's eviction hearing, he had admitted that her **rent was paid** and that she had an **arrears agreement** solicited from her by the Landlord himself;

115. On or about **September 5, 2000**, the *Régie du logement* scheduled a "final" hearing for **September 25, 2000** on Landlord's oral motion to evict the Tenant, without, however, indicating that the grounds had been (illegally) changed from Articles **1971** and **1863** C.C.Q. to Article **1889** C.C.Q.;

116. Also on or about **September 5, 2000**, the *Régie du logement* scheduled a hearing for **September 25, 2000** on Tenant's "***Requête en irrecevabilité pour chose jugée***," clearly intending to save itself from her Superior Court Declaration that had been wedged open and rendered non-servable by the Procureur général es qualité de la Régie du logement having deposited in same their illegal subpoena (Art. 397 C.C.P.) in contempt of Judge Morneau's ruling as to service;

117. However, the *Régie du logement* never scheduled Tenant's *Motion to Suspend* under Article **58**, in virtue of her Superior Court action **N°: 500-05-059435-006**, although on **September 25, 2000, Maître Paul Pellerin** would nonetheless--illegally presiding—also illegally adjudicate and dismiss that very motion;

IV. OBSTRUCTING THE DEFENCE

118. On **September 5, 2000**, while her **Superior Court Declaration** in re **500-05-059435-006** had still not been served by Bailiff, and while Tenant was now painstakingly researching and amending her Declaration, Tenant received an **e-mail** from **Maître Eva-Marie Mayer** of **Bernard, Roy & Associés**, acting for the ***Procureur général du Québec***, copy of which is attached *en liasse* herewith at EXHIBIT **P-11**, and stating:

> "Nous aimerions vous rencontrer afin de vous poser quelques questions relativement à l'action que vous avez intentée contre la ***Régie du logement*** et **Me Christine Bissonnette** (no. de cour : **500-05-059435-006**).
>
> "Pourriez-vous nous dire si vous êtes dispinble le 28 septembre afin que nous vous interrogions en présence d'une sténographe?
>
> "La durée de cet interrogatoire sera d'environ une heure et pourra avoir lieu le matin ou l'après-midi selon votre convenance.
>
> "Nous aimerions que vous nous fassiez parvenir votre réponse avent Vendredi le 8 septembre.
>
> Bien à vous, Marie-Ève Mayer..."

119. Tenant ignored the said invitation of **September 5, 2000** which was clearly illegal since the Declaration had not yet been served, and on or about **September 14, 2000**, Tenant received a subpoena signed by **Maître Lizann Demers** of **Bernard, Roy & Associés**, acting for the ***Procureur général***, (for the purpose of which service, Bailiff **Alain Giroux** *waited outside the Tenant's apartment door until he heard her urinating in the washroom*), at which point he began to speak to Tenant through the closed door to announce his service, true copy of which subpoena is attached *en liasse* herewith at EXHIBIT **P-11**;

120. Because of this highly rude and abusive method of service, Tenant refused to open the door to **Mr. Giroux**, and obliged him to slide his service to her through the *closed* door;

121. Also on **September 14, 2000**, Tenant went to the courthouse (*Palais de Justice de Montréal*) to get the tape of her motion hearing of **August 7th** before **Judge Morneau**, and was advised that she needed the **Judge**'s signature to transcribe the oral judgment;

122. Thus, at about noon on **September 14, 2000**, Tenant met **Mme Dominique Girard**, secretary and clerk to **Judge Morneau**, in room **15,53**, and requested the Judge's signature on Plaintiff's order form for the **August 7th** Superior Court cassette,

explaining her situation to **Mme Girard**, indicating that Tenant needed the tape to help quash the Defendants' illegal subpoena in virtue of **Article 397** since bailiff service of her Declaration had not yet been effected as ruled by **Judge Morneau** and indeed could ***not*** be effected—as the *Procureur général* could not have failed to know—*until* the said illegal subpoena—which was in contempt of court—had been disposed of;

123. Also on **September 14, 2000, Madame Girard** then kindly volunteered to transcribe the **August 7th** tape for Plaintiff, promising to call Plaintiff in a week to come pick up the notes—therefore, **Madame Girard** became *the only person in the legal system dealing with Plaintiff's proceedings at Superior Court and at the Régie du logement* to be in possession of the Plaintiff's new voice-mail number, which was not published on any of her proceedings at the *Régie* or at Superior Court;

124. On **September 17, 2000**, after some **seven** (7) months of procedural abuse by the *Régie du logement* acting to evict her although she had proved on **March 28, 2000** that she had paid the rent, Tenant, to her relief, discovered case-law which **pinpointed exactly** the illegal procedure that the *Régie* had been using to evict her, as will be detailed herebelow;

125. As well, on **September 17, 2000**, Tenant learned that a motion for "*chose jugée*" such as she had made back in **April** or **May, 2000** *after* having commenced her defence on **March 28, 2000**, *must* be made at the outset of proceedings, before any defense is filed;

126. Therefore, Tenant's intuition that her "***Requête en irrecevabilité pour chose jugée***" was somehow incorrect procedure in the circumstances was absolutely right—and when **Maître Harvey** in hearing on **May 31, 2000** had jubilantly *urged* Tenantto immediately *serve this erroneous motion* on the Landlord, the *Régie* was apparently hoping it could use Tenant's said motion to get itself off the procedural hook for the fraud committed on **March 28, 2000** by **Maître Christine Bissonette**;

127. Thus, the *Régie du logement*, despite being an "***administrative***" tribunal not permitted to venture into "**error**" as may occur in private law, had nonetheless tried to underscore and further ***induce*** **error** on the part of the Tenant *so it could exploit that error to save itself from the damages* Tenant had been claiming in her registered letter to the *Régie* and their co-Respondents, her Landlords;

128. Therefore, on **September 19, 2000**, Tenant sent to the Landlord and the *Régie du logement* her cover letter and enclosures which the *Régie* signed for on **September 21, 2000**, being the following letters and motions;

(i) True copy of *Motion to Suspend Instruction* dated Monday, **August 7, 2000** already served upon the Régie du logement;

(ii) Desistment of Defendant-Petitioner from "*Requête en Irrecevabilité pour Chose Jugée*";

(iii) Defendant-Petitioner's "*Requête Pour Rejet d'Action*";

(iv) Desistment of Plaintiff in re **31-000531-061-G** (Tenant's defence and cross-demand against Landlord at the *Régie*)—[in view of its having been replaced by her Superior Court action (**N°: 500-05-059435-006**)];

(v) *Mise en Demeure*, Art. **844.3** C.C.P. (being her ***second*** demand letter for damages, and this dated **18 September 2000**, calling on Landlords and the *Régie* to cease and desist from their abuse of procedure); and finally, Tenant's *third*:

(vi) *Mise en Demeure* to **Conrad Arciero**, the ***Régie du logement*** and **Maître Luc Harvey**, also dated **September 18, 2000**;

and which self-explanatory motions Tenant accompanied with photocopies of the following case-law:

i. (*Cousineau* c. *Witty*, (1994) R.J.Q. 2415 (C.Q.) (**Judge Chevalier**):

> **Judge Chevalier** has said: "A toutes fins pratiques, les requérants tentent [in this case, the Plaintiff] de se glisser (toutefois sans le mentionner) dans le cadre de l'**article 565** C.P. et d'obtenir un bref d'expulsion. Pourtant, cet article [1605 C.C.Q.] ne donne ouverture au bref d'expulsion...Faut-il que cet article se retrouve dans le livre IV, qui traite de l'exécution des jugements *et non de l'exécution des droits découlant des contrats résiliés*... justement... ***on l'ait procédé par requête plutôt que par la voie ordinaire du bref d'assignation***.... Or, à ce titre, il ne se trouve rien au *Code de procédure civile* qui crée une exception....ils avaient '***courtcircuitaient***' le processus judiciaire normal....Mais, comme nous l'avons vu, ***rien dans la loi ne leur permet de procéder par requête***...**Pour ces motifs, la requête en expulsion est déclarée irrecevable et est donc rejetée avec dépens.**";

ii. and *154-629 Canada inc.* vs. *2684349 Canada inc.*, (1995) R.D.J. 64 (C.S.) (**Honorable Jean-Pierre Plouffe**) who, while denying plaintiff's **motion** to evict a tenant on grounds the lease had expired, stated in part:

> "Au soutien de ***sa requête en expulsion***, la requérante allègue que l'intimée continue d'occuper illégalement les lieux loués après la fin du bail....Or, le *Code de procédure civile* **ne prévoit pas particulièrement qu'une demande d'expulsion puisse commencer par une requête** introductive d'instance....Il y a donc lieu d'appliquer le principe d'inter-prétation des lois voulant que les dispositions d'exception s'interprètent et s'appliquent de façon **restrictive**."

129. Subsequently, Tenant discovered a *third* particularly interesting instance of case-law, and it had been ruled by the respected **Judge Jean-Louis Baudouin,** Quebec's authority on the *Civil Code* [L.Q. 1991, c. 64], together with some additional examples, all concluding in the *same* respect:

iii. *Place Fleur de Lys c. Tag's Kiosque inc., (1995) R.J.Q. 1659 (C.A.), conf. J.E. 95-197 (C.S.)* (**Judge Jean-Louis Baudouin**):

> "Enfin, elle [la Cour] est d'avis que l'expulsion d'un locataire ne peut être demandée que par une action en justice ***régulièrement formée*** et **non par simple requête**....";

iv. *Coopérative des artisans et commerçants du quartier Petit Champlain* c. *Boulangerie Dinan inc.*, [1994] R.D.I. 568 (C.S.) (**Judge Claude Rioux**) who concluded, *inter alia*:

> "C'est donc **à l'action** en expulsion que doit avoir recours elui qui prétend que le bail de son locataire est expiré." (p. 571);

v. *Iberville Developments Ltd.* c. *Banque de Montréal*, [1996] R.L. 280 (C.S.) (**Judge Roger E. Baker**) who found, *inter alia*:

> "Or, d'après le premier alinéa de l'**article 565** du *Code de procédure civile*, le bref d'expulsion s'obtient seulement contre la partie condamné à livrer ou à délaisser un bien.... C'est donc ***à l'action en expulsion*** que doit avoir recours celui qui prétend que le bail de son locataire est expiré." (p. 285)

130. Moreover, on **September 17, 2000**, Tenant also discovered that administrative law admits of no error:

"[„,] en droit administratif, les décideurs sont tenus d'interpréter des lois d'ordre public et les décisions qu'ils rendent doivent être conformes à la loi...***perpétuer des erreurs***, *cette circonstance est inadmissible en droit administratif.*"
[*Simard* c. *Commission d'appel en matière de lésions professionnelles*, A.J.Q./P.C. 1998-656 (C.S.); D.T.E. 98T-536 (C.S.); REJB 98-06155 (C.S.)];

131. Thus, on **September 17, 2000**, it became abundantly clear to the Tenant:

(i) *why* **Maître Luc Harvey** had wanted her to serve her "***Requête en irrecevabilité pour chose jugée,***" upon the Landlord and had then fast-tracked a **June 14th** hearing in hopes she would have done so: and

(ii) why the *Régie* thereafter repeatedly scheduled the Tenant's said erroneous "***Requête en irrecevabilité pour chose jugée,***" i.e., for **June 14, 2000** (and served it by bailiff!), again, for **August 7, 2000** and again for **September 25, 2000**, (while refusing to schedule other motions of Tenant, such as Tenant's contestation of **Bissonnette's** unsigned *procès verbal*)— the *Régie* wished to exploit the Tenant's procedural error in that motion so as to:

(a) evade hearing her recusation of **Commissioner Bissonnette** (June 14) by invoking Tenant's erroneous "***Requête en irrecevabilité pour chose jugée***";

(b) then, evade hearing her revocation of **Commissioner Harvey** (August 7, 2000) by invoking Tenant's erroneous "***Requête en irrecevabilité pour chose jugée***";

(c) then, on September 25, 2000, evade the hearing of Tenant's Declaration in damages against them at Superior Court (**Nº: 500-05-059435-006**) which was her lawful defence and cross-demand, so it could be immediately ultimately be dismissed on the *same preliminary exception for* ***chose jugée***—and this despite the fact that Tenant's "***Requête en irrecevabilité pour chose jugée***" was clearly wrong because she had already, prior to it, begun to mount a defence against the Lanlord's abusive attempt to evict her even though *she did not*, at the time *know* that it was governed by Article **1889** C.C.Q.;

132. Thus, it also became clear on **September 17, 2000** why **Maître Harvey** had lied to the Tenant in hearing on **May 31st, 2000** that he had no idea when the next hearing would be held, then rushed out two "*Avis d'audition péremptoire*" by bailiff and then stated *pure fiction* at page 3 of his *ex-parte* Decision of **June 15th, 2000**:

"**CONSIDÉRANT** qu'une première remise avait déjà été accordée "péremptoirement" *à la locataire* **le 9 juin 2000**"—

133. **Harvey** and the *Régie du logement* were *taunting* the Tenant: because they were ***in fact*** alluding to their plans to manipulate her into disposing of her *own* Recusation of **Maître Bissonnette** by invoking Tenant's erroneous "***Requête en irrecevabilité pour chose jugée***"—and the **June 9th** date, when there had been no hearing held or scheduled—was the date of her visit to the C.L.S.C. *Côte des Neiges*, when the Resident had recommended hospitalization—such that the *Régie*, which knew of her **June 9th** medical visit for stress, was at least ***pointing tothis chartt*** in **Harvey's June 15th** decision as their way of saying, 'if you think *that* was stress, show up at one of our hearings and see what happens to your Recusation when we get through using your "***Requête en irrecevabilité pour chose jugée***';

134. The hearing notices having been issued as mentioned hereinabove, and not showing that the grounds for her eviction had been modified by an oral motion from Articles **1971** and **1863** C.C.Q. to Article **1889** C.C.Q., ***Tenant refused to attend***, and faxed her "**Notice of Objection**" to the *Régie du logement*, deeming that she had not been "dûment appellée," and stating as follows:

" Re: **31-000215-071-G** and accessory motions:

1. On **28 March 2000**, the Landlord herein admitted to his signatire on the entente of **March 4, 2000**, produced into the Record by the tenant-Defendant;

2. On **28 March 2000**, the Landlord herein, under oath, swore that the lease had terminated and that the tenant-Defendant had refused to move out;

3. Article **1889** C.C.Q. is the proper article governing procedures for expulsion after termination of a lease;

4. The case-law has determined that no expulsion in virtue of article **1889** C.C.Q. may be obtained by way of motion; it must be applied for by way of an action to preserve the legislator's intention in the Civil Code and Code of Civil Procedure;

5. **31-000215-071-G** is a defunct action in virtue of the entente of **March 4, 2000**; moreover, it has never been capable of amendment due to the said entente, and has never been amended by Landlord in the past seven (7) months during which frivolous proceedings have been forced uopn the Tenant-Defendant;

6. The Régie du logement has served upon the undersigned Tenant-Defendant a series of alleged hearing notices in the above-aptioned defunct [sic] file, for hearing on **September 25, 2000**, on the same grounds and articles of the Civil Code of Quebec as have been rendered defunct by: (i) the *entente* of **March 4, 2000**; (ii) Landlord's sworn tsetimony on **March 28, 2000** that the lease had terminated and the tenant was illegally occupying nonetheless;

7. The hearing notices served upon the tenant by the *Régie du logement* for **September 25, 2000** are illegal and irregular, as they do not communicate the proper grounds and articles of law, and moreover concern a defunct file which is procedurally null;

8. Article **5**, C.P.C. reads as follows: "Il ne peut être prononcé sur une demande en justice sans que le partie contre laquelle elle est formée n'ait été dûment [sic] appelée;"

9. Article **16** of the Règlement sur la procédure devant la Régie du logement [*Décision*, (1992) 124 R.O. II, 6935 (R-8.1, r. 5)] provides: "La Régie transmet aux parties un avis indiquant le lieu, la date et l'heure de l'audience ainsi que la nature [sic] de la **demande** ou de la **requête**;

10. The tenant-Defendant considers that in the present case, she has NOT [sic} been "dûment appellée" according to law, since the nature [sic] of the hearing is, according to the Landlord's testimony and the continuance illegally granted FOR it, under the rubric of Article **1889** Civil Code of Quebec for expulsion following alleged termination of lease; and NOT for 3 weeks' lateness and arrears with eviction;

11. The tenant has thus been served a false, irregular & illegal series of hearing notices for **September 25, 2000**;

12. Consequently, and also in virtue of article **302** CCP, the tenant-Defendant makes FORMAL OBJECTION to this most recent case of procedural fraud & refuses [sic] to attend this illegal hearing;

13. Reserving all rights & recourses at law;"

135. On **September 25, 2000, Commissioner Maître Christine Bissonnette** issued an illegal decision *recusing herself* from Landlord's principal demand **N°: 31-000215-071-G** in light of Tenant's Superior Court action **N°: 500-05-059435-006** suing her for abuse of process—this decision by **Bissonnette** was and is illegal, because it was procedurally premature, being issued *without* a *prior* decision on Tenant's *Motion to Suspend all* proceedings in that same file dated **August 7, 2000** in virtue of Article **58**, *Loir sur la Régie du logement*, true copy of which, including service, is attached *en liasse* at Exhibit P-10;

136. Thus, on **September 25, 2000** when **Commissioner Maître Paul Pellerin** then on the same day assumed instruction of the Landlord's Application **N°: 31-000215-071-G**, disposing of it and the Tenant's *Motion to Suspend,* while also pointing out that Ma tre **Bissonnette** had recused herself, *he, too, was acting illegally and prematurely*, because:

(i) he could not *assume* the file until **Bissonnette** had recused herself;

(ii) but **Bissonnette** could not *recuse* herself until Tenant's *Motion to Suspend* had been heard and the proceedings in re **N°: 31-000215-071-G** resumed for hearing either on dismissal of her *Motion to Suspend*, or upon the event of "*chose jugée*" being reached in the Tenant's contestation and cross-demand **N°: 500-05-059435-006** at Superior Court;

(iii) Moreover, the *Régie du logement* never issued a hearing notice to Tenant for her *Motion to Suspend*, and consequently, Tenant having *not* been summoned to plead that particular Motion, it could not be disposed of by **Pellerin**, *or anyone else*;

(iv) Therefore, **Pellerin**'s decision of **October 6, 2000** was illegal, premature and *ultra vires*, serving only to further cover up the procedural abuse by **Commissioner Christine Bissonnette** on **March 28, 2000**, six months earlier, when she continued a *file that by law was obliged to have been closed on production of the evidence, **ignored** all the evidence* and allowed the Landlord to move for eviction on entirely different grounds tham those on which his demand had been constituted—thus, **Pellerin**'s decision dated **October 6, 2000** granting such eviction is not only *ultra vires (Art. 846.1 C.C.P.)*, it is in contempt of court (Art. **50** C.C.P.), and violates the most basic principles of natural justice, impartiality and equity, *inter alia*, those of Articles **2** and **5**, C.C.P.;

137. Moreover, on or about **September 25, 2000**, the by the *Procureur général es qualité de la Régie du logement* had set in motion at Superior Court in re **N°: 500-05-059435-006** procedural defects which were intended to ***invalidate*** the Tenant's *Motion to Suspend*:

(i) The Defendant *Régie du logement*, through the attorneys of the *Procureur-général,* issued an illegal subpoena in an effort to dismiss the action by tricking Tenant into complying with that subpoena, which was in contempt of court due to a judge's ruling in the Record on **August 7th**, preventing issue from being joined until Tenant's Declaration had been ***specifically served by bailiff*** and by no other method; and

(ii) The Defendant *Régie du logement*, through the attorneys of the *Procureur-général,* when caught by Tenant (her fax-letter of **September 28, 2000**) in this attempt to destroy her action, retaliated by issuing a bogus "*Désistement de comparution,*" served illegally--by regular messenger without permission of the court--and this, under Tenant's door in her absence, ***thus leaving the illegal subpoena in full force and effect*** while ignoring their obligation to move for permission to "*cesser d'occuper*" the whole in a *second* effort to trick the Tenant into serving her Declaration so it could then be revoked for procedural defect;

(iii) With the consequence that in the interim, while Tenant—who is not a lawyer—was kept busy with these procedural brush-fires, researching law and drafting proceedings she intends to use to repair the Record, the *Régie du logement* was also busy--producing yet *more* procedural defects in the Landlord's Application, such as those mentioned hereinabove, ie., **(i)** the illegal self-recusation of **Bissonnette** in the absence of any hearing on Tenant's *Motion to Suspend*, and **(ii)** the illegal sitting of **Commissioner Maître Pellerin** in those *same* proceedings that could ***not be*** "proceeded" until that same *Motion to Suspend* had first been heard;

138. Therefore, when **Pellerin**, acting illegally, ruled on the Tenant's ***unscheduled*** *Motion to Suspend* under Article **58**, *Loi sur la Régie du logement*, he was colluding with the co-Defendants in Tenant's Superior Court action while it was in a state of utter *paralysis* and imminent risk of dismissal because the *Régie du logement* ***itself*** had deliberately introduced to procedural defects to *prevent* the Tenant from serving her Declaration without incurring revocation and/or dismissal of her action—which, as the *Régie* well knew, *also* constituted her cross-demand and *contestation* of the Landlord's abusive motion to cancel the lease and evict her (amounting to Article **1889** C.C.Q.);

139. The illegal subpoena, and the subsequent illegal "*Désistement de comparution*" of the ***Procureur général es qualité de la Régie du logement*** were thus ***designed*** to eliminate the Tenant's contestation on the rental, so as to render Tenant's Superior Court action (technically) ineffectual to give rise to her *Motion to Suspend* under Article **58**, L.R.L.;

140. Moreover, at the time their illegal subpoena was issued (**September 8, 2000**), the *Procureur général es qualité de la Régie du logement* was planning to exploit Tenant's erroneous "***Requête en irrecevabilité pour chose jugée***," to get a final decision against her in re Landlord's application, so this could be used upon resumption of the revoked Declaration, by invoking that *same* preliminary exception;

141. On or about **September 28, 2000**, the Defendant-Petitioner by fax-letter to the *Procureur général es qualité de la Régie du logement* in re **500-05-059435-006** *also* refused to comply with their illegal subpoena (Art. **397** C.C.P.) which had been deliberately used by them to sabotage Defendant's cross-demand at Superior Court, rendering her action useless to suspend the Landlord's Application **N°: 31-000215-071-G** in virtue of her Motion under Article **58,** and stating in part as follows regarding the said subpoena, i.e., **it is**:

> **(a) illegal**–as it contravened a judge's ruling as to mode of service;
>
> **(b) unfair**–it forces Plaintiff to choose between placing herself in contempt in her own file by submitting to an interrogatory *in limine litis* in an action whose introductory proceeding had not yet been served by bailiff as ordered by Judge Morneau, S.C.J. in the Practice Division on **7 August 2000**, or having her present action dismissed for failing to comply with the interrogatory;
>
> **(c) harassment (Article 1902** C.C.P.)– *inter alia*:
>
> a. as the *Procureur-Général* had made no effort to file a defense in the legal delays;
>
> b. had dated their subpoena well before the expiry of delays (**September 8th**) but had scheduled the interrogatory at a date (**Septemebr 28th**) well after the expiry of delays (**September 15th**);
>
> c. had made no motion for permission to proceed outside the delays, the whole if we use the term "delays" loosely, meaning the *supposed* delays erroneously counted by a Defence attorney who–after being placed on notice, and while filing an irregular "*Désistement de comparution*" in a bit of a hurry–pleads ignorance of the fact that

neither of her two (2) Defendant attorney clients had been lawfully served the Declaration since they first took cognizance of the proceedings ***fifty-two*** **(52)** days prior;

(d) purely tactical–since at the time of issuing this **subpoena**, Defendants were positioning themselves get a final judgment of "*chose jugée*" at the *Régie du logement*, based on an erroneous motion the Tenant had filed in her own behalf but never served and indicated she would not serve; which the *Procureur général es qualité La Régie du logement* was desperate to invoke to dismiss the Tenant's Superior Court action once it had been subjected to revocation for procedural error due to service by bailiff in the presence of their illegal subpoena, then re-commenced by lawful service, and the *other* Defendants therein, i.e, **Arciero** et als, who are the Plaintiffs in the present illegal eviction, appeared in Plaintiff's action to invoke the preliminary exception within the *real* delays once the delays had actually commenced to run for real;

142. Being thus caught on **Friday, September 29, 2000** in that initial effort to sabotage the Tenant's defence and cross-demand, the *Procureur général es qualité de la Régie du logement* made *another* deliberate procedural error to *continue* the sabotage of Defendant's Superior Court cross-demand and defence by issuing a "*Désistement de comparution*" as an alleged method of canceling its said illegal subpoena, but served the said *Désistement* by regular messenger ***without permission*** under Art. **138** C.C.P., through the tenant-Plaintiff' door in her absence, rendering said desistment invalid in virtue of Art. **263** C.C.P.;

143. As a consequence of the foregoing, and as of **September 29, 2000**, the illegal subpoena of the *Procureur général* es qualité de la *Régie du logement* (Art. **397** C.C.P.) remained in full force and effect ***less than a week*** before the *Régie du logement* issued their illegal **October 6, 2000 decision of eviction**, and Landlord commenced *anew* his illegal efforts to put the Tenant in the street;

144. The said fictitious "*Désistement de comparution*" of **September 29, 2000**, was accompaned by the cover letter from **Maître Lizann Demers** stating, *inter alia*:

> "Madame:
>
> Veuillez trouver ci-joint copie de notre ***désistement de comparution*** **puisque une erreur s'est produite** et nous étions sous l'impression que la déclaration avait légalement été signifiée à nos clients."

145. Regardless of the fact that it was no error and that the **September 29, 2000** letter of **Maître. Demers** is clearly in bad faith, and a ruse, her said letter *is* also *an admission that the Defense subpoena is illegal*—and since their fictitious "*désistement*" is not a method for canceling illegal subpoenas, and moreover was never lawfully served upon the Tenant, both the *appearance* of the learnèd counsel, *and her illegal subpoena*, remain in full force and effect such that said subpoena needs to be quashed and cancelled because they are now *both* illegally and forcibly holding Plaintiff's Superior Court contestation and cross-demand wedged open and unservable, such that this procedural fraud, practised by the *Régie du logement* acting through the *Procureur-général*, has permitted them to proceed to an illegal eviction while ignoring the Tenant's Motion to suspend under Article **58**;

146. On or about **Monday, October 2, 2000**, *after* the *Procureur générales qualité de la Régie du logement* had responded to Plaintiff's fax-letter exposing the illegal subpoena for the fraud it was by retaliating with an equally illegal messenger service of a "*Désistement de comparution*" to keep the Plaintiff's Declaration hobbled in the high court while the *Régie* proceeded to evict in the low court, **Madame Girard** (Judge's Morneau's clerk) *also* happened to phone the Tenant and left a message, speaking in French, in which she advised the tenant-Plaintiff:

(i) *you don't need the transcript any more [of the **August 7th** motion hearing before **Judge Morneau**]*, the *Procureur général* has ***withdrawn their subpoena***, so I didn't transcribe the notes;

(ii) the file is back in the file room;

(iii) ***don't worry***, things are back in the state they originally were;

147. Thus, on or about **October 2, 2000**, it seemed clear—to Tenant, at least—that at the time the *Procureur général* was dealing with the news that their bogus subpoena had been discovered by the Tenant (**September 29th**), the Tenant's Superior Court file no. **Nº: 500-05-059435-006**--*which constituted her defense and cross-demand against the abusive procedures (**Nº.: 31-000215-071-G**) before the Régie du logement*--was in the hands of **Madame Girard**, and this *somehow* resulted in **Girard**'s voice-message to the Plaintiff that the Defence subpoena had been withdrawn;

148. In fact, on **October 2, 2000**, ***no judge's clerk*** could have misunderstood that the *Procureur général's* illegal subpoena had *not* been "withdrawn," nor could a judge's clerk, seeing the bogus *désistement de comparution* with only a messenger's waybill for proof of service in the absence of permission—consider that this was a method for cancelling an illegal subpoena—but, in her voice-message to the Plaintiff, offering *pro bono* ***legal*** advice to the Tenant, **Madame Girard** ***never used the words*** *"désistement" or "désistement de comparution;"* **Girard** only referred to the *"subpoena"* as ***being 'withdrawn'***;

149. The said "*Désistement de comparution*" and its illegal messenger service thus allowed the Procureur général es qualité de la Régie du logement to evade the exposure of their illegal subpoena and continue the process of *undermining* Tenant's Superior Court defense and cross-demand with loopholes for revocation and dismissal if, believing—as **Madame Girard** had clearly hoped she would, that the illegal subpoena was "withdrawn" and things were "back in their original state"—she were unfortunate enough to attempt serve it by bailiff as required by the above-said **August 7th** ruling of **Judge Nicole Morneau**;

150. On or about **October 6, 2000**, the *Régie du logement*, having proceeded with the Landlord's illegal oral "**motion**" of **March 28, 2000** to evict the Tenant despite the fact her rent was paid and she had an **arrears agreement**, issued an illegal decision (EXHIBIT P-10) granting eviction of the Tenant, *nonobstant appel* alleging that she was illegally occupying her own leased premises, and this in spite of Landlord's rent receipt of **March 6, 2000** which proved, on **March 28, 2000**, that Tenant not only had a lease, but a new lease under which no lawful proceedings had ever been filed against her;

151. On or about **October 7, 2000**—***Dominique Girard*** *being the only person in either of the courts to have the number*—Tenant received on her new pager a voice-message from a man identifying himself as a bailiff: "Seymour Golden of Paquette & Associés" at 514-284-1007, in which he said, "**J'ai reçu un fax de Monsieur---euh—uhh—oh—il n'a pas mis son nom,—goodbye**" and hung up;

152. The said voice-message of bailiff Golden on **October 7, 2000** makes it noteworthy that **Paquette & Associés are the elected domicile of the *Régie du logement***; whereas, it is Mr. Joe Odman of 6767 Côte des Neiges who, on **October 12, 2000**, served upon the Plaintiff his *Préavis* intending to carry out an illegal eviction ordered by the *Régie du logement* and for which no lawful proceedings exist nor ever existed, and with no *Bref* or judgment attached to his *Préavis*, as more fully described in the Plaintiff's **October 15, 2000** opposition filed in re **Nº.: 500-02-089609-007**;

153. Therefore, on or about **October 7, 2000**, someone was attempting to intimidate the Tenant into a precipitous self-eviction to save **Arciero** a couple of dollars, by using her voice-mail *to let her think a bailiff had eviction proceedings in hand*, however, the Tenant, being in lawful occupancy of her leased premises, was not "moved" by the

fraudulent voice-message of **Mr. Golden** apparently issued on behalf of the *Régie du logement* and the *Procureur général es qualité de la Régie du logement*;

154. On or about **October 12, 2000**, having clearly decided after a **five (5)**-day wait that Tenant was not falling for **Golden's** message, Landlord used a different bailiff (evidently to distance himself from the ruse supplied by the elected domicile of the *Régie du logement*), being one **Joe Odman** of 6767 *Côte des Neiges*, who served Tenant in her apartment mailbox with a "***Préavis***" of eviction, to which the Tenant immediately made the following reply, i.e. her:

> "***Motion** of Defendant in Opposition to a Saisie-exécution (565 c.c.p.) **in Virtue Of Arts.596 Et Seq Code Of Civil Procedure***" in re **N°: 500-02-089609-007**, as appears from the Record;

V: THE ILLEGAL EVICTION

155. Not only did **Commissioner Maître Paul Pellerin** illegally sit in re Landlord's Application **N°: 31-000215-071-G** because by law it could not be heard until Tenant's Motion to Suspend was heard by preference, and in spite of the *Régie's* obstruction of service of tenant's Superior Court declaration, but he has also, in his said illegal decision of **October 6, 2000**, deliberately and self-servingly erred in fact and in law to absolve both the Landlord, and the *Régie du logement* of their **eight (8)** month illegal assault upon the tenant, *inter alia*, as follows:

156. At page one (1) of the said Decision, **Maître Pellerin**, conveniently forgetting to state the original (and the sole *procedurally formed*) motives for the eviction, i.e., three weeks' arrears of rental (Articles **1971** & **1863** C.C.Q.), states:

> "Le locateur produit le 15 février 2000 une demande de résiliation de bail, de recouvrement de loyer, l'exécution provisoire de la décision même s'il y a appel et les frais. Une première audience est convoquée pour le 28 mars 2000. L'audience est ajournée pour faire comparaître un policier."

157. In those said lines, as indeed throughout his entire Decision, **Maître Pellerin** has conveniiently neglected to mention that:

(i) the "*demande de résiliation de bail*" was based on Articles **1971** and **1863** C.C.Q which only provide for eviction if the rent is **three (3)** weeks late;

(ii) and that these were **the sole *procedurally formed*** motives for eviction, and that Landlord himself, **Arciero**, in hearing on **March 28, 2000**, admitted that there was no basis to these motives on which to grant his conclusions, for under oath in court, he stated that the **rent was paid**, and admitted he had signed the **arrears agreement**; and

(iii) that, as of that so-called "*première audience*" of **March 28, 2000**--which should have ended the matter in virtue of **Bissonnette**'s legal obligation to close the file in virtue of **Articles 2631** *et seq.* C.C.Q. and **Article 14**, *Règlement sur la procédure devant la **Régie du logement**, Décision*, (1992) 124 R.O. II, 6935 (R-8.1, r. 5), there *were* no grounds for a ***second** hearing*;

(iv) that Landlord, despite plenty of time to do so since filing his Application to evict on **February 15, 2000**, had not bothered to subpoena his "*policier*" to testify on **March 28, 2000**, and **Bissonnette's** illegal continuance to permit the officer's irrelevant testimony was an illegal effort to maliciously evict a tenant who had paid her rent, by *changing* the grounds on *an illegal oral motion to those grounds to Article 1889 C.C.Q.*, eviction ***for allegedly refusing to vacate after expiry of the lease***;

(v) that **Bissonnette** herself, in re *Gestion Gaudan Inc.* c. *Mario Netto*, **31-980421-100-G**, had ruled ***against*** "**conversations**" as evidence to cancel a lease, and

it was for this purpose alone—and ***not*** to prove that rent was in arrears, that the "*policier*" was being illegally summoned, to give irrelevant testimony as to a "**telephone conversation**" between the officer and Arciero—the two never having met, and to a "**conversation**" between the officer and the Tenant *on a civil matter in which police are not permitted to be involved*, and both of which inadmissible "**conversations**" took place on **March 2, 2000**, to "prove" that the tenant had considered cancelling the lease at some time *prior* to obtaining her ultimate arrears agreement and Landlord's rent receipt;

(vi) "The rules of evidence... control the presentation of facts before the court. The purpose is to facilitate the introduction of all ***logically relevant*** facts ***without sacrificing any fundamental policy of the law...***" [*R.* v. *Whittaker* [1924] 3 D.L.R. 63 (Alta. S.C.)" (*Canadian Law Dictionary*, Fourth Edition, John A. Yogis, Q.C., Barron's, ISBN 0-7641-0616-3, p. 97);

(vii) that Tenant had *recused* **Bissonnette** because of this illegal continuance to summon an irrelevant witness whose testimony was logically ***irrelevant***, as well as for the fact that **Bissonnette** also illegally stripped the Tenant of her right to be represented by an attorney, and had prepared an unsigned procès verbal that omitted ***all mention of the evidence produced by Tenant at hearing*** in proof of her innocence—being the ***same*** evidence laundered out of the file by the *Régie du logement* before the hearing, an event which **Maître André Bourdon** refused to explain;

158. In re the above-said *Gestion Gaudan Inc.* c. *Mario Netto*, **31-980421-100-G**, which **Mtre. Bissonnette** both heard and promptly decided on the *same* date of 28 April 1999 (well within **Bissonnette**'s recent memory span at the time of the **March 28, 2000** hearing), **Bissonnette** rendered judgment as follows:

> *"Afin de réussir sur sa demande, le locateur a le fardeau de prouver avoir* ***conclu*** *une entente avec le locataire. Il doit établir que ce dernier lui a donné un* ***consentement clair et précis*** *sur* ***l'objet*** *de la location...* ***Or, la Régie considère que le locateur n'a pas rencontré le fardeau de preuve.*** *La soussignée* ***[Bissonnette]*** *est d'avis que tout au plus les parties ont eu des* ***conversations*** *sur le projet du* ***locateur qui a seul un intérêt dans cette entente.*** *Mais, ces* ***conversations*** *n'ont pas abouties à une* ***entente ferme*** *qui pourrait lier le locataire* ***qui d'autre part ne tire aucun avantage dans la proposition du locateur.*** *Par conséquent, en l'absence d'une* ***entente formelle... la Régie maintient la location en vigueur... pour laquelle le loyer d'avril 1998 a été payé (350$).*** *La demande du locateur est donc mal fondée en faits et en droit."*

159. Which proves that on **March 28, 2000, Commissioner Bissonnette** was ***consciously and illegally violating her own case-law*** and ***sacrificing the fundamental*** *public-order* ***policy of the law*** *of maintenance* in rental housing, to illegally evict the Tenant, and **Maître Paul Pellerin** in his illegal final decision of **October 6, 2000** was *equally* conscious of and illegally violating the same said public order and case-law, because *only* the Landlord had an interest in evicting the tenant (no doubt because Tenant had recently filed police charges against his partner Landlord, **Robert Torrenti**, for forcibly entering her apartment while she was undressed)—charges Tenant decided to pursue *after*:

(i) finding her apartment door unlocked and wide open on **February 1, 2000** twenty-four hours after she had changed the lock to prevent what she knew were constant illegal entires, and after:

(ii) finding that correspondence between herself and **Arcieo**, and between herself and the *Commission des normes du travail* concerning her employer at that time, **Mtre. Michael Ludwick,** had, near the end of **February, 2000**, been *stolen* from her one-room apartment), and there was clearly no "advantage" for the Tenant in the prospect of losing her home;

160. Furthermore, the Tenant in her said recusation had adduced **three (3)** other similar cases ruled by **Bissonnette** in which this same **Commissioner** ruled *according to law*, i.e., ***contrary*** to the way she ruled against the Tenant on **March 28, 2000**:

(i) *Coopérative d'Habitation les Preludes* c. *Diane Lacerte*, **31-981204-103-G;**

(ii) *Myroslawa Krycak* c. *Nikolai Goloubenko et Svetlana Goloubenko*, **31-990910-020-G** and **31-990921-063-G**; and

(iii) *Boreale Immobilia Enr., J. Bond* c. *Marie-Josée Fiset*, **31-991025-123-G**;

161. In re **(iii) 31-991025-123-G**, the landlord had initially sought the eviction of the tenant, but an "***entente***" intervened between the landlord and the tenant, providing for the tenant to continue to reside, and was ratified by **Commissioner Bissonnette,** *proving* that **Maître Bissonnette** knows what an "***entente***" *is*;

162. **In re 31-990910-020-G** and **31-990921-063-G,** both the landlord and the tenant had filed cross-proceedings, the former for eviction, the latter for "*exécution en nature*" but reached an "***ENTENTE***," with the landlord desisting from his eviction and agreeing to make repairs, and the whole being ratified by **Commissioner Bissonnette**; and, more particularly:

163. In re **(ii) 31-981204-103-G**, the landlord sought the eviction of the tenant *nonobstant appel* (the latter being an extraordinary remedy used routinely by the *Régie du logement* to rubber-stamp evictions and deprive tenants of their civil rights and the guarantees of public order, as is apparent from the checkbox for same on its blank application forms), but reached an "***entente***" whereby, *not only did the landlord desist from his application to evict, but promised to advise the tenant upon the availability of a better apartment, constituting an agreement to enter into a new lease*;

164. Moreover, the only "*entente formelle*" in the Record of Landlord's demand herein (**N°: 31-000215-071-G**), is the one signed by the Landlord and the Tenant on **March 4, 2000** and *produced* by Tenant: i.e., the **Arrears Agreement** solicited *from* Tenant *by* **Arciero** *for* the Landlords, which agreement ***by law*** relieved the Tenant of these eviction proceedings under Articles **1971** and **1863** C.C.Q., and by which **Commissioner Bissonnette** was obliged, *also by operation of law* to close the file, being foreclosed by **Articles 2631** *et seq.* C.C.Q. and **Article 14**, *Règlement sur la procédure devant la* ***Régie du logement***, *Décision*, (1992) 124 R.O. II, 6935 (R-8.1, r. 5) which define the Defendant's Arrears Agreement as a "transaction," requiring that "*la* ***Régie*** *ferme le dossier sur production d'une copie de cette entente signée par les parties...*";

165. That transaction was produced by the Tenant along with proof of payment, but **Madame Bissonnette** defied the law, refused to respect **Article 14,** *Règlement sur la procédure devant la* ***Régie du logement***, preferring instead to evict the tenant for no lawful reason whatsoever, since the case-law has demonstrated time and again that:

(i) "Enfin, elle [la Cour] est d'avis que l'expulsion d'un locataire ne peut être demandée que par une action en justice ***régulièrement formée*** et **non par simple requête**..." [**Honorable Jean-Louis Baudouin** sitting in the Court of Appeal in re *Place Fleur de Lys* c. *Tag's Kiosque inc.*, (1995) R.J.Q. 1659 (C.A.), conf. J.E. 95-197 (C.S.)];

(ii) "Or, à ce titre, il ne se trouve rien au *Code de procédure civile* qui crée une exception....il's avaient '***courtcircuitaient***' le processus judiciaire normal....Mais, comme nous l'avons vu, ***rien dans la loi ne leur permet de procéder par requête***...**Pour ces motifs, la requête en expulsion est déclarée irrecevable et est donc rejetée avec dépens.**" [In re *Cousineau* c. *Witty*, [1994] R.J.Q. 2415 (C.Q.), the **Honorable Judge Chevalier** presiding.]'

(iii) "Or, le *Code de procédure civile* ne prévoit pas particulièrement qu'une demande d'expulsion puisse commencer par une requête introductive d'instance...." [the **Honorable Jean-Pierre Plouffe** in re *154-629 Canada inc.* c. *2684349 Canada inc.*, (1995) R.D.J., 64 (C.S.)];

(iv) "C'est donc à **l'action** en expulsion que doit avoir recours celui qui prétend que le bail de son locataire est expiré." (p. 571) [The **Honorable Judge Claude Rioux** in re *Coopérative des artisans et commerçants du quartier Petit Champlain* c. *Boulangerie Dinan inc.*, [1994] R.D.I. 568 (C.S.)];

(v) "Or, d'après le premier alinéa de l'**article 565** du *Code de procédure civile*, le bref d'expulsion s'obtient seulement contre la partie condamné à livrer ou à délaisser un bien.... C'est donc ***à l'action en expulsion*** que doit avoir recours celui qui prétend que le bail de son locataire est expiré." (p. 285) [The **Honorable Judge Roger E. Baker** in re *Iberville Developments Ltd.* c. *Banque de Montréal*, [1996] R.L. 280 (C.S.)];

166. In short, **Bissonnette** *et als* have overlooked ***known*** case-law by prominent jurists in order to viciously evict *a Tenant who had paid her rent and had an arrears agreement*, notwithstanding *Simard* c. *Commission d'appel en matière de lésions professionnelles*, A.J.Q./P.C. 1998-656 (C.S.); D.T.E. 98T-536 (C.S.); REJB 98-06155 (C.S.) where the Court ruled that:

> "[„„] en droit administratif, les décideurs sont tenus d'interpréter des lois d'ordre public et les décisions qu'ils rendent doivent être conformes à la loi...***perpétuer des erreurs***, *cette circonstance est inadmissible en droit administratif.*";

167. **"Frivolous [litigation] A pleading is 'frivolous' when it is clearly insufficient on its face, and does not controvert the material points of the opposite pleading, and is presumably interposed for mere purposes of delay or to embarrass the opponent... *Frivolous pleadings may be ordered stricken....*** (*Black's Law Dictionary with Pronunciations*, Sixth Edition, Centennial Edition (1891-1991), West Publishing Co., 1990, p. 668;

168. In the present case, the illegal continuance granted to Landlord on **March 28, 2000** on an inadmissible oral motion was clearly "insufficient on its face" in virtue of the law and case-law, and was a "frivolous pleading," the basis of which--alleging that Tenant was illegally occupying her own leased premises (*after* Landlord admitted the rent was paid) *did not controvert* the Tenant's proof *nor* Landlord's admission that it *was* paid and that the Tenant had a valid rent receipt—therefore, the Tenant is entitled forthwith to have that "frivolous pleading" "stricken" and an order entered for the *Régie du logement* to retroactively close the file as it should have done on **March 28, 2000** in light of Articles **14** and **21**, *Règlement sur la procédure devant la* ***Régie du logement***, *Décision*, (1992) 124 R.O. II, 6935 (R-8.1, r. 5);

169. But, as if that were not enough, **Bissonnette**, without objecting or interjecting to stop it, *entertained* harassment of the Tenant *by* the Landlord ***in her courtroom*** on **March 28, 2000, (i)** when **Arciero** said, "**Mars est payé**" but then contradicted himself, stating he had not cashed the rent receipt, and **(ii)** when he changed his grounds to provisions not found in law, the whole as proved by *Protopapas* c. *Ballas*, J.E. 97-913 (C.Q.):

> "Prétendre que son locataire est un "**squatter**", refuser son mandat-poste en paiement du loyer, changer les serrures et entrer sans son autorisation dans les lieux loués **consituent du harcèlement** tel que visé par l'**article 1902**. C.C.Q.";

170. In his illegal decision of **October 6, 2000, Maître Pellerin** also states:

> "L'audience est ajournée pour faire comparaître un policier. La locataire produit par la suite divers requête."

171. However, **Maître Pellerin neglects** to mention that **Bissonnette**, not in open court, but in an unsigned *procès verbal*, stripped the Tenant of her right to be represented by an attorney, although the tenant made it perfectly clear that she did not feel she needed a lawyer for the ***March 28th*, 2000** hearing because it was an open and shut case—which it was--and because an attorney represented an expense she could ill afford, such that once **Bissonnette** had set in motion her illegal continuance to procure the malicious eviction of the Tenant, Tenant had no choice but to attempt to defend herself by filing "**divers requête**" and by spending her time in various libraries attempting to learn enough law to defend herself from the wholesale abuses of the *Régie du logement*;

172. **Maître Pellerin** also neglects to mention in his chronology of events at page one (1) that there was a *recusation* hearing called by Defendant and scheduled by the *Régie* for **May 31st, 2000** before **Maître Luc Harvey**, and that Tenant had found **Harvery**'s own case-law and cited *same in her own* Amended Motion in Recusation filed on or about **May 29, 2000**, pointing out that **Maître Harvey** had *recently* defended **Maître Bissonnette** from a recusation in a different file, i.e., **31-980325-038J-990818**, with the complainant being one Shakeela Qureshi—wherein ***Harvey** stated*:

> *"...le tribunal doit se demander si le motif invoqué est un véritable motif de récusation...le tribunal doit se demander si la [partie] a raison de* ***craindre*** *l'impartialité de la régisseur...en pareil matière,* ***le critère à appliquer*** *est celui énoncé par la Cour Suprême du Canada* dans l'affaire *Committee for Justice and Liberty* c. *Office National de l'énérgie*: *"La crainte de partialité doit être sensée et raisonnable à [la personne qui] se poserait elle-même la question et prendrait les renseignements nécessaires à ce sujet."*

173. There can be nothing more obvious and reasonable than a fear of partiality when the behaviour of **Commissioner Bissonnette** towards the undersigned Tenant differs by being utterly contrary to that *in every other case that Bissonentte has lawfully ruled on*;

174. **Maître Pellerin** also neglects to mention that **Mtre. Harvey** was apparently glad to side-step the **May 31st** hearing of his colleague's recusation on the pretext he had no time to hear it, precisely because the Tenant had amply cited **Harvey's** own case-law out of **Qureshi** in her amdended Motion in Recusation, and no doubt **Mtre. Harvey**, who had clearly been parachuted in to *rescue* **Maître Bissonnette**, did not wish to face the truth so eloquently laid out in **Qureshi** *by himself*, or else he would have had *no choice* but to maintain the recusation of **Commissioner Christine Bissonnette** for utter and obvious bias against the Tenant;

175. **Maître Pellerin** also neglects to mention that the *Régie du logement* illegally denied the tenant a copy of the **May 31st** hearing tape for **fifty-two (52)** days commencing from her date of Purchase Order for same on **June 6, 2000**, thus deliberately depriving her of evidence *fundamental* to her revocation of **Harvey**'s **June 15th, 2000** decision from a hearing scheduled by surprise after **Harvey** deliberately misled the Tenant on **May 31, 2000** into believing that *there was no known hearing date* for the re-scheduled recusation, and that he had *never* informed the Tenant he intended to impose "peremption", because,--amongst other falsehoods pereptrated to denigrate the tenant in his **June 15th** decision, **Harvey** in fact falsely states at page 3 that she appeared before him on **9 juin 2000** to ***request*** péremption of her own Motion to recuse **Maître Bissonnette** when it was **Harvey** himself who had illegally imposed peremption, and the Régie was preventing the Tenant from getting the **May 31st** hearing tape required to *prove it*;

176. Thus, **Maître Harvey** having been parachuted in to rescue **Maître Bissonnette** from recusation, *then found he needed to rescue himself as well* from *revocation*, and he did this with the help of the *Régie* obstructing Tenant's access to the hearing cassette, which was ***evidence***--moreover, **Maître Harvey** needed to be rescued from having to *face* the Tenant in open court *and answer to his own case-law cited by her* in her Amended Motion in Recusion of **Commissioner Bissonnette**;

177. **Maître Harvey** did so using fraud, lies, manipulation, deception, and in the longrun, has apparently saved two birds with one stone, i..e, ***himself*** and **Maître Bissonnette**, by scheduling a surprise, illegal fast-tracked peremptory hearing of **June 14, 2000**, *knowing* the Tenant was recovering from **flu** and a **sprained ankle**, and using hearing notices that were marked "peremptory" and thus illegal, entitling the Tenant *not* to attend, for she had not been "duly summoned";

178. **Mr. Pellerin** then admits that "Le 29 juin 2000, elle [the Tenant] produit à la Régie une demande en rétractation de la décision de Me Harvey ainsi qu'un amendement à ladite requête" and, still on page one (1) of his **October 6, 2000** decision, **Pellerin** notes that "Le 7 août, la demande en retractation est rejetée faute de preuve en l'absence de la locataire…";

179. **Maître Pellerin** neglects to mention that Tenant had ***every right*** to absent herself from this hearing, as it was not her "absence" which had cause the "faute de preuve" for that revocation, *but the abusive refusal of the Régie du logement to allow her access to the hearing tape of* ***May 31st 2000***, which she needed to ***prove*** that no fast-tracked peremptory hearing had ever been mentioned by **Maître Harvey** or the Landlord in her presence;

180. **Maître Pellerin** also neglects to mention that Tenant had every right to absent herself because the Régie had also illegally scheduled her erroneous "***Requête en irrecevabilité pour chose jugée***," intending to use it to evade hearing the recusation of **Maître Bissonnette**, the results of which, if heard impartially, would prove a cause of action for Tenant to obtain damages;

181. Still at page one (1) of his illegal **October 6, 2000** decision, **Maître Pellerin** then says: "Elle [the Tenant] produit le **21 Septembre 2000**, un désistement dans sa requête en irrecevabilité pour chose jugée;

182. **Maître Pellerin** does not bother to explain the reasons for this desistment, i.e., he did not, comply with Article **10**, *Code de déontologie des régisseurs de la Régie du logement* c. R-8.1, r.0.1, which states:

> S'il est appelé à le faire, le régisseur doit rendre … une décision dont la portée est claire, **supportée** par des motifs explicites et **disposant le mieux possible des prétensions des parties**.":

183. The reasons for Tenant's desistment were, as **Pellerin** *et als* well knew from her detailed Notice of Objection and her prior Motions filed on or about **September 21, 1000**, that at last, after enduring months of procedural harassment from the *Régie du logement* and its unethical Commissioners, Tenant had discovered that her "***Requête en irrecevabilité pour chose jugée***," filed in desperation just prior to **May 31st, 2000** in an effort to stop the illegal eviction proceedings set in motion by **Commissioner Bissonnette** despite the arrears agreement, was *in error;*

184. Nor does **Maître Pellerin** admit that the *Régie du logement*, starting with **Commissioner Luc Harvey**, who, on the hearing tape of **May 31st, 2000** (if it has not by now also been laundered like the Record of **March 28** before it) would be found urging the tenant to SERVE this erroneous Motion on the Landlord), and thus Tenant would have proof that **Harvey** was encouraging **her to commit an error** so the *Régie du logement* could use that error to get themselves and the Landlord off the hook for abuse of process;

185. **Maître Harvey** would also have been covering up for the *Régie du logement* and **Mtre. André Bourdon** who had colluded to strip the Tenant's evidence out of the file before the hearing of **March 28, 2000**, *clearly hoping she would not show up*, and that therefore, a Bailiff could evict with impunity t***his person who had paid her rent***, because **there were no proofs of payment remaining in the laundered file**;

186. **Maître Pellerin**, still at page one of his unsupported decision states that "Le 25 septembre, la Régie a convoqué les parties pour audition sur les sujets suivants:" and

lists several motions of the Tenant, including her near-fatal erroneous motion for dismissal for chose jugée, which she had filed at a time when she was in confusion and had been misled by the actions of **Maître Bissonnette** and her illegal continuance, which, never committed to writing, and thus not showing the specific Article as to the grounds on which Tenantwas being persecuted (i.e., Article **1889** C.C.Q.), Tenant therefore initially ***thought*** she was being pursued based on the original Application which the Landlord had filed and was trying to close that file based on her arrears agreement (chose jugée)—later desisting and filing instead her motion to dismiss because she was being illegally sued under Article **1889** C.C.Q. on an oral motion;

187. In fact, as Tenant learned by chance during her forays into the law libraries in mid-**September, 2000**, she was being sued under Article **1889** C.C.Q., and so her hoped-for remedy of "*chose jugée*" based on the existence of the signed "***entente***" between herself and the Landlord, was the wrong response—the correct response was a motion to dismiss because the procedure and the case-law, including legislation by the respected **Judge Jean-Louis Baudouin** himself, commentator and authority on the **Civil Code**, all clearly showed that it is absolutely illegal to use a "motion" to evict a tenant alleged to be occupying after expiry of the lease;

188. Backtracking to **August 7th, 2000**, **Maître Pellerin**, finally on page two (2) of his **October 6, 2000** decision, recollects that the Tenant sent the *Régie du logement* a Motion to suspend the illegal proceedings in virtue of the Régie's own Article **58**, *Loi sur la Régie du logement*, cited above;

189. **Maître Pellerin** then neglects to mention that Tenant re-served this Motion to Suspend on **September 19, 2000** (the *Régie* received it by Registered Mail on **September 21**) together with her desistment from her erroneous motion for chose jugée based on her arrears agreement, and also *accompanied* by her motion for dismissal in view of Article **1889** C.C.Q. and Article **110** C.C.P., and the fact of law so self-evident to all these competent attorneys at the Rental Board, that they had since **March 28, 2000** been illegally pursuing her for eviction, ***not*** for "résiliation de bail et recouvrement de loyer" but for "illegally occupying after alleged expiry of the lease";

190. Moreover, **Maître Pellerin**, at page two (2), line **seven** of his illegal **October 6, 2000** decision, has self-servingly misstated the facts, alleging that Tenant's "*Requête pour rejet d'action*" had been made "au motif qu'il y a une autre action pendant devant la Cour supérieure, en vertu de l'article 58, L.R.L", knowing full well but daring not say so, that her "*Requête pour rejet d'action*" was not based on the existence of her defense and cross-demand at Superior court, but, because, as she stated in her said motion:

(i) "First, having mounted a defense to the said frivolous proceedings, she is by law foreclosed from pleading "*irrecevabilité*", consequently, the said *Requête* is incorrect procedure, which would clearly not serve the interests of the undersigned Defendant-Petitioner, but *would* serve the interests of the *Régie du logement*, **Maître Bissonnette**, **Maître Luc Harvey**, *et als*, given the outstanding writ against them at Superior Court for damages for frivolous litigation that might be stopped by the invocation of "*Chose jugée*" extant at this tribunal";

(ii) "Second, the Landlord's present action, as filed on 15 February 2000, was resolved by an *entente* (transaction) which by its nature puts an end to the present application as filed and as never amended (since it is incapable of being amended as it no longer exists); but was continued by an **oral motion** of Landlord, on the advice of **Maître Bissonnette**, on the grounds stated by Landlord under oath in hearing on **March 28, 2000, that the lease had been terminated, and that the tenant had continued to occupy the premises nonetheless**—thus the motion for "*chose jugée*" which concerned the **entente** is not the proper motion to oppose the Landlord's continuance for expulsion on grounds of alleged termination of lease, which requires a different response, to wit, a "*Requête Pour Rejet d'Action*" which is being filed and served simultaneously with this Desistment..."

191. **Maître Pellerin** goes on to state that: "Les parties sont convoquées pour audience le 25 september 2000 pour audition sur la demande du locateur et sur les requêtes de la locataire";

192. Indeed, the hearing notices had already been issued for same, *still based on the original grounds under Articles 1971 and 1863 C.C.Q.*, though these had ceased to have effect on **March 28, 2000** when **Arciero**, under oath in open court, ***admitted*** the rent was paid and that he had signed the arrears agreement, and *then* demanded the Tenant's eviction nonetheless, amounting to Article **1889** C.C.Q., alleging she was a **squatter** and he **had not cashed her money order** (all harassment under Article **1902** C.C.Q. according to the case-law);

193. In the absence of hearing notices issued on lawful grounds, the Tenant had no obligation to attend the lynching scheduled by the *Régie du logement* for **September 25, 2000**, for she had not been "duly summoned", since the grounds on which shewas being pursued since **March 28, 2000** had changed, illegally, to Article **1889** C.C.Q.;

194. Moreover, Tenant made these above-said reasons for her absence perfectly clear in her **September 25, 2000** "Notice of Objection" faxed into the Record prior to hearing, but **Maître Pellerin** has chosen to *ignore* the fact that Tenant filed this explanation and that she also held the *Régie du logement* and the Landlord jointly and severally liable for damages in the event they were so injudicious as to proceed with an illegal hearing in her absence;

195. **Maître Pellerin** finally gets around to quoting Article **58**, *Loi sur la Régie du logement*, but again, there are gaps in his version of the Record, most particularly, he has failed to mention that the *Procureur général es qualité la Régie du logement* was blocking the Tenant's ability to lawfully serve her cross-demand and contestation in re **N°: 500-05-059435-006**, having rushed to appear in her file in ten (10) days as opposed to the thirty (30) permitted to the *Procureur général*, and having issued an illegal subpoena in virtue of Article 397 C.C.P., in blatant contempt of court, since they could not possible have missed the fact that the introductory motion in her file was the subject of a Judge's ruling as to service, making it obligatory for Tenant to use a bailiff, so that, for example, the Procureur général could not avail itself of the precedent of Huard c. Bedford (Ville de), [1984] R.L. 223 (C.S.) to claim that it had received service;

196. After all, it would not be politic of **Maître Pellerin** to admit that the *Régie* had never issued a hearing notice for the Tenant's Motion under Article **58**, *Loi sur la Régie du logement*, so she hardly had any motive to attend on **September 25, 2000** aside from all the other fraud going on, and that the real reason the *Régie* had not issued a hearing notice for same was that ***it was ignoring the law on purpose***, havingm as Defendants in the Tenant's action against them at Superior Court, used their attorneys **Bernard Roy & Associés** to ***sabotage*** the Tenant's action **N°: 500-05-059435-006** *so that she could not serve it* without herself incurring **(i)** contempt of court and **(ii)** the dismissal and/or revocation of her action for procedural error deliberately induced in the file by the Procureur général to permit the Régie du logement to ignore the technically unserved contestation and thus also ignore Tenant's therefore ***non-nscheduled*** Motion to Suspend, and proceed to evict her, in hopes of disposing of both the Tenant (by putting her in the street) and the action in damages against them by tainting it would procedural fraud so it could be disposed of;

197. Having thus self-servingly recited the grounds of Article **58**, from a Motion to Suspend that was never scheduled for hearing in the first place, **Maître Pellerin** then in his **October 6, 2000** decision, chastises the Tenant, dissembling, "*Il ne suffit pas de produire des procédures écrites. Il faut venir les plaider--*" once again placing fault on the Régie's victim for having not showed up to plead a Motion for which she had never received a hearing notice, in effect, reproaching her for not showing up to put her head in the noose that the *Régie* and the *Procureur-général* had been preparing for her;

198. Finally, **Maître Pellerin** arrives at the point where he can toss his own branch onto the execution fires, which have been built high and are burning brightly thanks to the accumulated abuses of law and procedural fraud authored by all those ***officers of justice*** at the *Régie du logement*: he states:

> "À l'étude du dossier, il est évident que les demandes à la Cour supérieure et à la Régie du logement n'ont pas les mêmes fondements juridiques ni ne soulève les mêmes points de droit ni de faits..." and even at that, he is incorrect—the Régie has illegally sued the Tenant, and she is precisely suing on those grounds at Superior Court;

199. It was easy for **Maître Pellerin** to say this while the *Procureur général es qualité de la Régie du logement* had been illegally blocking Tenant's said action at Superior Court with its illegal subpoena followed by its equally illegal "*Désistement de comparution*", for one of the additional motives of this illegal procedural harassment on the heels of their rush appearance in the file, was precisely *to prevent the Tenant from lawfully amending her Superior Court action to include the news she had discovered in mid-September after filing her action on **Augsut 7, 2000**, that she was being illegally sued under Aritlce **1889** C.C.Q., in the absence of an action regularly formed under Article **110** C.C.P.;*

200. What **Maître Pellerin** *should* have truthfully said was, "We have succeeded in preventing Ms. Maur from updating the Superior Court Record, after months of prior success in also harassing her with the prospect of eviction despite the absence of any grounds at all in fact or in law";

201. The rest of **Maître Pellerin's** Decision of **October 6, 2000** is a breeze: he has lined up the balls, and now speeds them to the pocket: "De plus, le tribunal juge qu'un préjudice en résulterait pour la partie adverse, le locateur."

202. At last, confident enough that he has now thoroughly disposed of the Tenant in his illegal decision of **October 6, 2000**, **Maître Pellerin** admits the *real* grounds on which the *Régie* and the Landlord have been pursuing the Tenant all along—though these grounds were never formed as an action in writing as required by law—as the *Régie*'s newest protégé, **Maître Pellerin** states what **Bissonette** has wanted to say all along in contradiction of her own case-law:

> "En effet, le locateur a démontré que la locataire continue d'occuper le logement malgré **une entente** de *résiliation de bail* et *son départ négocié verbalement* par le policier **Bruce Kahn** entre les parties;"

203. Never mind that **Maître Bissonnette** has already defined an "***entente***": *"La soussignée **[Bissonnette]** est d'avis que tout au plus les parties ont eu des **conversations** sur le projet du **locateur qui a seul un intérêt dans cette entente.** Mais, ces **conversations** n'ont pas abouties à une **entente ferme** qui pourrait lier le locataire **qui d'autre part ne tire aucun avantage dans la proposition du locateur.** Par conséquent, en l'absence d'une **entente formelle... la Régie maintient la location en vigueur..**"* thus proving that "conversations" in the absence of a clear and formal *writing* cannot be used to construe termination of a lease;

204. Never mind that **the only "entente" in writing** in this Record is the one in which **Arciero** agrees to accept **Fifty Dollars ($50)** a month on the arrears;

205. And never mind, moreover, that Aricero has admitted on **March 28, 2000** that "**Mars est payé**", *proving there was a new lease*, for if there wasn't, **Arciero**, when called upon by **Bissonnette** to enumerate the rent arrears, would never have said, "Mars est payé," he would have rather said, "We received a payment of $400 on March the 6th which we applied retroactively to the oldest balance, and she now owes X amount in rent.";

206. But that is not what **Mr. Arciero** said: *He* said, "**Mars est payé**"—which is a lease, and in light of the Arrears Agreement ***which he admits he signed***, *case closed* (**Article**

14, *Règlement sur la procédure devant la* ***Régie du logement****, Décision*, (1992) 124 R.O. II, 6935 (R-8.1, r. 5));

207. We also NEVER MIND that this glorified and non-existente "**entente**" was "négocié verbalement", with **Maître Pellerin** making a silk purse from a sow's ear in order to give an austere and legal *appearance* to what was a mere, illegal conversation over the phone by **Constable Kahn** with a man he did not see face to face (**Arciero**), and this, followng on *implied* **threats** by **Arciero** to evict the Tenant if she did not imediately leave the building in the absence of a Rental Board decision;

208. Finally, with the *Procureur général* having successfully blocked the Tenant from lawful service of her Superior Court Action, defence and cross-demand, **Maître Pellerin** also permits himself the luxury of stating: ***"Elle occupe toujours le logement et n'a payé le loyer du mis de novembre, etc., etc., etc..."*** knowing full well that the illegal procedural abuse of the Tenant conducted by the Landlord and the *Régie du logement* claiming for for over eight (8) months at the time of his **October 6th** decision ***that she has no lease***, has exonerated Tenant from any obligation to equally aqcuit the rent, since she has been illegally sued for eviction without written action, in such a manner as has been calculated by the *Régie* and the Landlord **with malice aforethought**, to keep her so *distracted, ill* and preoccupied with the need to defend against them that she is not able to work to earn a decent living;

209. Thus, the **October 6, 2000** final decision of **Maître Paul Pellerin** in re **N o.: 31-000215-071-G**, is nothing but **blatant self-serving fraud** to cover up for the procedural and criminal abuses of the *Régie du logement*, **Maître Christine Bissonnette** and **Maître Luc Harvey** et als, employing numerous deliberate lies, both direct or implied, *inter alia*:

(i) ***implying*** that Tenant had been summoned for her *Motion to Suspend* in virtue of Article **58**, *Loi sur la Régie du logement (L.R.Q., c. R-8.1)*, which **Pellerin** pretended to adjudicate, although no hearing notice had ever been sent to Tenant for same and **Pellerin** could not legally adjudicate this *Motion*, since it would have to have first been heard and dismissed in order for **Bissonette** to be free to recuse herself, in order for **Pellerin** to be permitted to sit;

(ii) ***implying*** that there is no connection between the Tenant's defense against the Landlord's abusive proceedings at the *Régie du logement* and her contestation and cross-demand at **Superior Court** in re **500-05-059435-006** which replaced her Régie demand **No: 31-000531-061-G** while **Pellerin** knew full well the ***Procureur général es qualité de la Régie du logement*** and ***de Maître Bissonnette*** **had blocked** the Tenant's ability to both amend and serve her Superior Court action without rendering it revocable and dismissable, by appearing in a rush without being served, and then by issuing a fraudulent subpoena, and then when caught, by issuing and illegally "serving" a bogus "*Désistement de comparution*";

(iii) that after **seven** (7) months of procedural harassment and abuse directed solely at the Tenant to render her unemployed, ill and evicted, it was the *Landlord* suffering the greater "prejudice"!;

(iv) that an "***entente***" in a civil matter was negotiated by a police officer who is prohibited from acting in such capacity, and moreover, that the said "entente" which was nothing of the kind, had no legal value, being superseded forty-eight (48) hours later by an Arrears Agreement and **four** (4) days later by a rent receipt, for, as **Maître Pellerin** clearly well knows:

> "*Il ne peut tenir compte des* ***faits antérieurs*** *vécus par le locateur*...Il faut décider donc ***les faits pertinents à la demande*** **d'une façon objective**." [**Commissioner Maître Paul Pellerin** writing in re *Jacques Delorme* c. *Catalin Gasparic* in re **26-990804-002G** before the *Régie du logement*]

And, ironically, **Pellerin** espouses this highly logical position in the context of a *regularly formed* action in virtue of Article **1889** C.C.Q., but in the ***present*** instance of Landlord's illegal motion to evict the undersigned Tenant, **Pellerin** *abandons* his own conventional legal wisdom to ***forcibly make*** "*des faits antérieurs*" supersede "*les faits pertinents à la demande*" such that **Pellerin** magically invokes the existence of an "entente" "negotiated" between two people one of whom he never met—that being the Landlord, by a police officer, who by profession is constitutionally and legally incapable of acting in a civil matter, and moreover, such "entente" was never put in writing such that there is, in **Bissonnette**'s own words in another instance, "*l'absence d'une* ***entente formelle***..." [ibid., *Gestion Gaudan Inc.* c. *Mario Netto*, **31-980421-100-G**];

(v) Yet another record from the recent archives of the *Régie du logement* proves that a lease cannot be cancelled in the absence of an "*entente formelle*":

> "...il n'est soumis *aucune preuve* non plus d'une résiliation ***écrite*** du bail. En conséquence, le bail originaire s'est reconduit de plein droit à deux reprises."
> [*Roger Huel* c. *Marie-Lise Ethier*, **28-980909-009G**, St-Jérôme]

(vi) In re *Jacques Delorme* c. *Catalin Gasparic*, 26-990804-002-G, the same **Maître Paul Pellerin**, referring to the only "*preuve écrite*" (i.e., "**entente**") in *that* file, says:

> "Il n'y a pas de cause d'annulation du nouveau bail."

But, in the *present* instance of **Arciero** *et als*, where on **March 28, 2000** *proof* of an "*entente*" **in writing** was presented which by operation of law *invalidated* Landlord's grounds under Articles **1971** and **1863** C.C.Q., and where proof was also presented of the "*nouveau bail*" in virtue of the rental payment and receipt, and in virtue of Landlord's testimony that "***Mars est payé***" (whereas **Arciero** *otherwise* would have said the **$400** is applied to the arrears of November 1998—which he did not), **Pellerin** has done the *opposite*, declaring a "conversation" two days *prior* to the arrears agreement and four days prior to the **March** rent receipt, to be a "negotiated" "entente," and this, by a policeman forbidden from intervening in civil matters;

(vii) **Pellerin** also knew he was adjudicating inadmissible grounds under Article **1889** C.C.Q. ***that had never been regularly formed as an action*** in the context of an action incapable of amendment [**N^o^: 31-000215-071-G**] whose sole constituted grounds were Articles **1971** and **1863** C.C.Q.;

210. Then, in his final decision of **October 6, 2000**—once again contradicting his own wisdom on the Tribunal's need for ***objectivity***, twists words and defies logic ["Il faut décider donc ***les faits pertinents à la demande*** d'une façon objective."], **Commissioner Maître Paul Pellerin** uses deliberate misstatement of fact to make it *appear* the Tenant was, after all, in DEFAULT of her **arrears agreement** on **March 28, 2000** in hearing, although she clearly was *not* in default *by even a penny* in virtue of her **money order #460495** dated **March 6, 2000 and bearing the annotation** "Re: 3/00=350$ + 50$ on arrears as per agreement," and in virtue of Landlord's **rent receipt #666676** also dated **March 6, 2000** and also annotated "rent and arrears,"—**Pellerin** therefore maliciously and falsely declared that the **$50** arrears portion of the **March** payment was applicable to the **subsequent** month of ***April, notwithstanding the fact that*** *arrears payments* are **due** monthly, but "***applicable***" to ARREARS, i.e., the said **Fifty Dollars ($50)** was "***applicable***" to the farthest arrears, being **November, 1999**, where the balance of **One Hundred Eighty-eight Dollars ($188)** as tallied by Landlord in hearing on **March 28, 2000** before **Commissioner Bissonnette** would be thus *reduced* to **One hundred thirty-eight dollars ($138)**:

> **11.** **BISSONNETTE:** "Et, qu'est-ce qu'on vous doit à l'heure actuelle?"

13. **BISSONNETTE:** "-- Avez-vous fait les détails?--"
14. **ARCIERO:** "Uh—mille deux cent quarante--"
15. **BISSONNETTE:** "Mille deux cent quarante, vous dîtes? Avez-vous fait les détails pour chacun des mois?"
16. **ARCIERO:** "Oui—"
17. **BISSONNETTE:** "Voulez-vous me les donner?"
18. **ARCIERO:** "Okay--. Uh, **novembre 188$**, décembre 350$, janvier 350$, février 350$--"
19. **BISSONNETTE:** "Okay, oui, et mars?"
20. **ARCIERO:** "**Mars est payé**—"

211. However, **Pellerin** himself, again in *Catalin Gasparic* in re **26-990804-002G** before the *Régie du logement*, observed the facts:

> "Il a payé avant l'audience tous les mois antérieurs au mois d'août."

Whereas, in the present case of **Arciero** *et als*, the *Tenant had contracted an arrears agreement covering all the arrears prior to hearing*, and had PAID the rent for the first month of the new lease—but **Pellerin** *fabricates* a default, making it appear that Tenant never complied with the **arrears agreement** that *prior to* the **March 28, 2000**, and in fact, *prior* to the **March 7th, 2000** *bailiff* service of the Landlord's ***action*** under articles **1971** and **1863** C.C.Q., ***had relieved her of that action***—clearly as an excuse to cover up the procedural FRAUD of evicting her under Article **1889** C.C.Q. *without* an action;

212. In re *Jacques Delorme* c. *Catalin Gasparic*, **26-990804-002-G**, *a regularly formed action* re Article **1889** C.C.Q., the *same* **Maître Pellerin**, on the topic of an "***entente***," states:

> "L'art. 1458 C.c.Q. prévoit que "toute personne a le devoir d'honorer les engagements qu'elle a contractés"; and:
>
> "De son côté, l'article 1375 C.c.Q. dit que "La bonne foi doit gouverner la conduite des parties, tant au moment de la naissasnce de l'obligation qu'à celui de son exécution ou de son extinction."

Yet, in the present case of **Arciero** *et als*, **Pellerin** is once again willing to contradict himself by *ignoring* the fact that the **Landlord** *had*--in the *Régie*'s own courtroom--*refused to honor* an engagement *he* had contracted (art. 1458 C.c.Q.),' and is also willing to ignore--as proven by Landlord's **February 27th** letter—that **Arciero** was evidently in "bad faith" (art. 1375 C.c.Q.) at the time he promised to stop the eviction ("*au moment de la naissance de l'obligation*"): i.e., that Landlord was *using* the **entente** *he himself had solicited* from Tenant in the present file (as also proved by his **February 27th, 2000** letter to the Tenant) which Tenant had faxed into the Record on **March 6, 2000** only to have it vanish along with her **rent receipts** and **arrears agreement**, so that ***at*** hearing, their colleague **Maître Bissonnette** could complete the ***laundering*** by refusing to acknowledge having *seen* the original exhibits and refusing to take the certified copies of them into evidence;

213. Says **Pellerin** of the Tenant who signed an "entente" in re *Jacques Delorme* c. *Catalin Gasparic*, **Nº:26-990804-002-G**:

> "Il a contracté un engagement, il doit le respecter."

214. Says **Pellerin** of the Landlord who signed an "entente" in re Arciero vs. Maur, **Nº: 31-000215-071-G**:

> "Il a contracté un engagement, il doit le respecter."

215. It seems that where the present Tenant is involved, **Bissonnette**, **Harvey** and **Pellerin** are ***all*** content to employ procedural fraud and pervert conventional legal wisdom to mis-shape the facts, and are willing, also, at Superior Court, to commit contempt of

court to baffle the Tenant and sabotage her action in damages against them, for the purpose of **(i)** destroying the Tenant's lease and home, and **(i)** preventing her from amending her action, **(ii)** *lawfully* serving it, **(iii)** *using* it as her cross-demand and contestation; and, **(iv)** having it *pursued* to its logical conclusion: for, although the Commissioners of the *Régie du logement* clearly excel at producing illegal excuses for procedurally null hearings against an innocent tenant, they do not tolerate being subjected to the rule of law themselves;

216. Consequently, this final falsehood of **Maître Paul Pellerin** in his **October 6, 2000** decision, serves, *in fact*, **as proof that the Tenant had a new lease, and that the Landlord *knew* it**, for when **Arciero** on **March 28, 2000** in hearing said, "**Mars est payé**," he was admitting that Tenant was ***not*** a "squatter," for had she been squatting, without a lease, Landlord would certainly have wished to underscore it by applying her ***entire* March 6th, 2000** payment of $350 + $50 to defray the balances due on November and December 1999—however, in ***his*** mind (***mens rea***) —there **was** and **is** a lease, and so Landlord said, "**Mars est payé**", although he later tried to extricate himself from the truth by pretending otherwise, i.e.:

87.	**BISSONNETTE:**	"But you receive on March the sixth the rent of uh--"
88.	**ARCIERO:**	"On March the sixth, I did not receive it, she gave to the janitors, here's the money, and—it was too late, it was a mandat poste—and uh, I did not cash it yet."
89.	**BISSONNETTE:**	"You haven't cash it yet?"
90.	**ARCIERO:**	"No--."

217. The said testimony of Landlord under oath on **March 28, 2000** leads Tenant to mention *Protopapas* c. *Ballas*, J.E. 97-913 (C.Q.) wherin the Court concluded that:

> "Prétendre que son locataire est un "squatter", refuser son mandat-poste en paiement du loyer, changer les serrures et entrer sas son autorisation dans les lieux loués **consituent du harcèlement** tel que visé par l'**article 1902**. C.C.Q.";

—which is exactly the point of Tenant's Superior Court action in re **500-05-059435-006**;

218. As above-said, on or about **October 6, 2000**, the *Régie du logement* issued an illegal decision to evict the tenant;

219. In the said illegal decision of **October 6, 2000**, although the *Régie* had never provided Tenant with a hearing notice for her Motion to Suspend in vritue of Article **58**, *Loi sur la Régie du logement (L.R.Q., c. R-8.1)* **Commissioner Maître Paul Pellerin** self-servingly adjudicated *that* Motion, stating, in part, as follows:

> "À l'étude du dossier, il est évident que les demandes à la Cour supérieure et à la Régie du logement n'ont pas les mêmes fondements juridiques ni ne soulèvent les mêmes points de droits ni de faits.
>
> De plus, le tribunal juge qu'un préjudice sérieux en résulterait pour la partie adverse, le locateur.
>
> En effet, le locateur a démontré que la locataire continue d'occuper le logement malgré une entente de résiliation de bail et son départ négocié verbalement par le policier Bruce Kahn entre les parties.
>
> ... Elle a payé le mois de mars et 50$ sur les arrérages applicables à avril."

VI. THE LAW

"CHAMP D'APPLICATION"

220. **Maître Bernard Cliche** of Flynn, Rivard and **Maître Pierre Lessard**, writing in ***Recours Extraordinaires,*** Collection Aide Mémoire—directeur par intérim: **Julien Reid** (1990), 1re édition, at page **21** in the chapter entitled "L'évocation (art. 846 et 834 à 837 C.P.)," have said:

> "Ce recours 'est de la nature d'une supplique adressée à la Cour de droit commun pour l'inviter, dans les cas qui le méritent, à réprimer les abus de pouvoir, à faire prévaloir la règle de droit sur la règle des hommes, à assurer le respect de la justice naturelle, bref et essentiellement à faire intervenir **une conscience judiciaire indignée.**"

221. The authors continue:

> "La Charte canadienne des droits et libertés [dans Loi de 1982 sur le canada, L.R.C. (1985) app. II, n° 44, annexe B, partie I} et la Charte des droits et libertés de la personne [L.R.Q., c. C-12] établissent, en certains cas, des balises à l'exercice du recours en évocation. Ainsi, par exemple, **l'article 23** de la Charte québecoise a-t-il codifié la règle 'de common law' relative au **droit à un audition impartiale devant un tribunal indépendant**. Un manquement de ce droit peut être sanctionné en vertu de l'article 846 al. 1 (3) C.P.";

222. And moreover, state as well:

> "L'article 846 C.P. permet à la Cour supérieure d'exercer son pouvoir de surveillance et de contrôle en regard de ***la légalité des procédures***, du processus suivi et de la décision d'un tribunal soumis à ce pouvoir de surveillance et de contrôle conforrmément aux paragraphes 1, 2 3 et 4 du premier alinéa de cet article.";

223. **Article 23**, *L.R.Q.*, Ch. C-12 also guarantees an **independent** tribunal, one which has not colluded to deprive the Tenant of her right to a full, fair and impartial hearing:

> "171.2 *Distinction entre l'indépendance et l'impartialité du pouvoir judiciaire*".. Le juge en chef **Lamer** de la Cour Suprême exprimait la distinction entre l'indépendance et l'impartialité du pouvoir judiciaire dans les termes suivants:
>
> "Comme l'a déclaré notre Cour dans l'arrêt MacKeigan c. Hickman, (1989) 2 R.C.S. 796, à la p. 826, **l'indépendance judiciaire est une condition *fondamentale* qui contribue à la garantie d'un procès dénué de partialité**:
>
> Il faut remarquer que **l'indépendance** du pouvoir judiciaire ne doit pas être confondue avec **l'impartialité** du pouvoir judiciaire. Comme le souligne le **Juge Le Dain** dans l'arrêt *Valente* c. *La Reine*, l'impartialité trait à l'esprit d'un juge; **l'indépendance**, par contre, **se rapporte à la relation sus-jacente qu'il y a entre le pouvoir judicaire et les autres organes du gouvernement, qui assure que la cour fonctionnera de façon impartiale et sera perçue comme tel.** Ainsi, la question qui se pose dans une affaire comme la présente [est]... plutôt de savoir si l'acte du gouvernement en question...ménace l'indépendance qui est la condition fondamentale de l'impartialité judiciaire dans un cas donné... **L'indépendance est la pierre angulaire**, une condition préalable nécessaire, de l'impartialité judiciaire." [in *Précis de procédure civile du Québec*, Vol. 2, 3e édition, Les éditions Yvon Blais Inc., Cowansville, 1997, p. 292];

224. In light of the foregoing, the "*salle des dossiers*" of the *Régie du logement*, employing Government staff in a "**relation sus-jacente**" to the "pouvoir judiciaire" of the Court, was unable on the morning of **March 28, 2000** to explain why Tenant's correspondence, including copies of her arrears agreement and rent and arrears a receipt and Landlord's vital **February 27th** letter to Tenant, had all disappeared from the file;

225. **Maître André Bourdon**, head of the Complaints Department of the *Régie du logement*, being an "**autre... organe... du gouvernement, qui assure que la cour**

fonctionnera de façon impartiale et sera perçue comme tel," when asked in writing to explain the disappearance of evidence from the Record, failed, neglected and refused to do so;

226. The *Régie du logement's* other "**organe**" which responds to Purchase Orders for cassettes and stenographic notes, ignored the Tenant's **June 6th, 2000** Purchase Order for the **May 31st** hearing cassette, as well as all subsequent reminders and demands in writing, such that for fifty-two (52) days, Tenant was denied access to "material" evidence needed to clarify her rights and obligations and to prepare a revocation;

227. The **Maîtres des Rôles** of the *Régie du logement*, being government staff and yet another other "**organe**" obliged to ***schedule*** Motions for hearing, neglected, failed and/or refused to schedule several of Tenant's Motions, including: **(i)** Motion to contest and correct the unsigned procès verbal of **Commissioner Bissonnette**—and it was **Maître Luc Harvey**, in hearing on **May 31, 2000**, who *knew* the *Régie* had refused to schedule this particular motion of the Tenant and insisted that it could not be schedule until the "recusation" had first been heard in the absence of any findings on the procès verbal—such that there is a clear connection here between the lack of independence of the Régie du logement and the lack of impartiality of its commissioner; **(ii)** Motion to revoke her illegal interlocutory decision of continuance; **(iii)** Motion to Suspend proceedings in virtue of Article **58**, *Loi sur la Régie du logement*;

228. While, the **Tribunal of the Régie du logement**, *as a whole*, represented by *Bernard, Roy & Associés* acting for the ***Procureur général du Québec*** appearing ***es qualité de la Régie du logement*** in the Tenant's Superior Court contestation and cross-demand, indicated its complete lack of **independence** by abusing its authority to have its defenese attorneys paralyse the Tenant's contestation and action *against them* and against the Landlord, by abusive proceedings, including an illegal subpoena(art. 397 CCP) prior to lawful service of the *Declaration*, and an illegal "*désistement de comparution*" served by regular messenger without permission, under the Tenant's door in her absence—all, clearly, to render Tenant's action useless to oppose the illegal proceedings being conducted by the same Tribunal in first instance with intent to destroy the Tenant's home;

229. Where the Tribunal is clearly *not* "**independent,**" it is therefore also *ultra vires*, and incompetent to adjudicate the Applications before it in re **31-00215-071-G** and **No.: 31-000531-061-G**, therefore the final decision of **October 6, 2000** of **Maître Paul Pellerin**, as well as all other decisions therein, are *ultra vires*, and nul *ab initio*, and entitle the Tenant to her remedy of Ecation;

230. **Article 23**, *L.R.Q.*, Ch. C-12 guarantees the right to a full, fair and impartial hearing :

> "Il n'est guère nécessaire de citer des autorités pour dire que **la violation de la règle audi alteram partem de la part d'un Tribunal inférieur, suscite l'émission d'un bref d'évocation**; cette règle est une règle de justice naturelle que les Tribunaux supérieurs se doivent de faire respecter." [*Syndicat des Employés du centre Hospitalier Robert-Giffard* c. *Syndicat professionnel des infirmières et infirmiers du Québec*, [1979] C.A. 324]; and:
>
> "La justice naturelle exigeait que les intimés aient l'occasion de se faire entendre devant le Tribunal... don't la sentence pouvait affecter leur droits... *la violation de la règle audi alteram partem constituait un* ***excès de juridiction donnant ouverture à évocation.***" **[846.1 C.C.P.]** [*Syndicat des Employés du centre Hospitalier Robert-Giffard* c. *Syndicat professionnel des infirmières et infirmiers du Québec*, [1979] C.A. 323];

231. **Article 23**, *L.R.Q.*, Ch. C-12 also guarantees an **independent** tribunal, one which has not contributed to depriving the Tenant of her right to a full, fair and impartial hearing, .i. e.:

(i) By laundering out of the Record evidence of Tenant's innocence (rent and arrears payment, rent and arrears receipt, arrears agreement) and laundering evidence of the guilt of the Landlord (his February 27th letter to the Tenant, proving he had offered to conclude an "***entente***") *out* of the Record *before* hearing and refusing to answer for it in the months that followed. (**Bourdon, March 28, 2000**):

> "Ainsi, il [l'avocat] ne peut dissimuler ou aider à dissimuler une preuve qui doit être conservée (art. 3.02.01 e),... [où] altérer un dossier de la cour en retirant ou en modifiant une pièce ou une procédure du dossier (art. 3.02.01 j)..." [*Règlement sur l'Inscription au Tableau de l'Ordre des avocats*];

(ii) By refusing to acknowledge the ***same*** evidence when produced in hearing (**Bissonnette, March 28, 2000**):

> "**All evidence** of any fact **relevant** to a dispute is admissible and may be presented by any means." (Article **2857** C.C.Q.), and:
>
> "...un tribunal... aura excédé sa compétence pour n'avoir pas observé une règle de justice naturelle, comme ...**le droit de faire valoir ses moyens.**" ["*Certains recours extraordinaires*" in *Précis de procédure civile du Québec*, Vol. 2, 3e édition, Les éditions Yvon Blais Inc., Cowansville, 1997, p. 605];
>
> "Toute autre pièce, **notamment un écrit** ou **un élément matériel** de preuve [such as an "***entente***"] **est produite à l'audience** sans autre formalité." [Article **36.1**, paragraph **2**, *Règlement sur la procédure devant la **Régie du logement**, Décision*, (1992) 124 R.O. II, 6935 (R-8.1, r. 5)];
>
> "**1.** Le régisseur doit entendre et décider des demandes et requêtes soumises à la Régie du logement dans le cadre du droit et **des règles de justice naturelle**, en observant le présent code. [*Code de déontologie des régisseurs de la Régie du logement* c. R-8.1, r.0.1];
>
> "**3.** Le régisseur doit, **de façon manifeste**, agir et paraître agir en tout temps de façon objective et impartiale dans l'exercice de sa fonction." [*Code de déontologie des régisseurs de la Régie du logement* c. R-8.1, r.0.1]
>
> "**8.** Le régisseur doit veiller à ce que chaque partie ait la faculté d'être entendu de façon impartiale et de faire valoir ses prétensions pleinement, sous réserve de leur pertinence et de leur admissibilité. [*Code de déontologie des régisseurs de la Régie du logement* c. R-8.1, r.0.1]

(iii) By failing to instruct the parties on the rules of evidence (**Bissonnette, March 28, 2000**):

> "...[**Règles de preuve**] *Le régisseur instruit sommairement les parties des règles de preuve...* [**Aide des régisseurs**] *Le régisseur apporte à chacun un secours équitable et impartial de façon à faire apparaître le droit et à en assurer la sanction.*" [**Article 63**, *Loi sur la **Régie du logement*** (L.R.Q., c. R-8.1):
>
> "...'renseigner les locateurs et les locataires sur leurs droits et obligations'. C'est de cette façon que la Régie pourra, au regard du législateur, faire en sorte que les questions litigieuses **soient réglées hors cours** et **ainsi favoriser la conciliation** en cas de confit." [**Maître Robert Trudel** *et als*, writing in ***Régie du logement: Autopsie d'une fraude***," Les Dossiers de l'Artère, 1992, at page 6];

(iv) By ignoring the law regarding transactions (Articles **2631, 2633**, C.C.Q. and **Article 14**, *Règlement sur la procédure devant la* ***Régie du logement****, Décision*, (1992) 124 R.O. II, 6935 (R-8.1, r. 5), which states:

> *"Lorsque les parties concluent une entente, la* ***Régie*** *ferme le dossier sur production d'une copie de cette entente signée par les parties...; "*

(v) By ignoring the law regarding **public order**:

> *"...en matière de louage résidentielle où, avec l'évolution du droit, le caractère* ***d'ordre public de protection*** *de ses règles est devenu évident."* ("*Droit des obligations du louage*" by Nicole Archambault, in *La Réforme du Code Civil, Obligations, contrats nommés, Les Presses de l'Université Laval*, p. 650.)
>
> "**Art. 1936** C.C.Q. Every lessee has a personal right to maintain occupancy; he may not be evicted from the leased dwelling, except in the cases provided by law."
>
> "*L'****Article 1880****, de droit, s'applique au bail d'habitation. Il fixe à 100 ans la durée maximale d'un bail....s'inspire de la durée maximale de l'usufruit (****Article 1123****), de l'emphytéose (****Article 1197****) et du contrat de rente (****Article 2376****)... "Droit des obligations du louage" in La Réforme du Code Civil, Obligations, contrats nommés, Les Presses de l'Université Laval, at pp. 650-651):*

(vi) By questioning the Landlord beyond the bounds of "equitable" aid in an apparent effort to help him undermine the signed "*entente*" (**Bissonnette, March 28, 2000**):

> "**8.** Le régisseur doit veiller à ce que chaque partie ait la faculté d'être entendu de façon impartiale et de faire valoir ses prétensions pleinement, **sous réserve de leur pertinence et de leur admissibilité**.... **2.** de **présenter toute plaidoirie pertinente**...[*Code de déontologie des régisseurs de la Régie du logement* c. R-8.1, r.0.1]

166.	ARCIERO:	"I just wanna repeat that these (unclear) to pay for the arrears, uh, if she wanted to have a clean record, and if she wanted to *leave* the building she was ***free to go*** – she asked the constable to be a witness, the constable called me on that evening--."
167.	TENANT:	"—Objection. "
168.	BISSONNETTE:	"(to Arciero): Do you ***want*** him to testify, Sir?."
169.	ARCIERO:	"Yes."
170.	BISSONNETTE:	"Okay. So then, we will postpone and give you the chance to have--serve him with a subpoena--"

171. **TENANT:** "—Madam, even if the constable came to testify, it doesn't change our **subsequent** agreement. It doesn't change the fact that the landlord accepted the rent and a new leasing arrangement as of March the first. It does not change the fact at all.

Everything that he's complaining about and he's going to base his argument on is *prior* to the facts of the case.

And the facts are: the rent is paid, we signed a fifty dollar a month rent agreement, I have a registered letter here, a copy of which—I don't know if the Court would like to have it—but maybe Mr. Arciero would *care* to receive it, because he has not gone to the post office to get it; and I have asked him for—on the period of time that the previous arrangement—that he did not provide clean, painted premises, they were filthy, and they were not painted, they were not varathaned. I told-- "

(vii) By denying the Tenant communication of documents that Landlord-Plaintiff was nonetheless permitted to recite into the **March 28th** Record in an effort to compromise the tenant (**Bissonnette**):

133. **BISSONNETTE:** "**I have nothing that I've kept in evidence,** Madam, so any copies, you have the originals, if he sent you letters."

"**8.** Le régisseur... Plus particulièrement, il doit veiller au respect du droit de chacune des parties:

> **1. d'être informée de toute preuve déposée ou offerte au soutien de la partie adverse** et de pouvoir s'y opposer..." [*Code de déontologie des régisseurs de la Régie du logement* c. R-8.1, r.0.1];

(viii) **By exceeding jurisdiction** (**Maître Bissonnette**) to suggest and grant a continuance to Landlord, on an **oral motion** inadmissible according to the case-law and the *Régie's* own rules of procedure, completely changing the grounds of the eviction as filed, from Articles **1971** and **1863** C.C.Q. to **1889** C.C.Q., thus constituting a ***motion to execute***, and not an application to determine the merits, and being never issued in writing, deprived the Tenant of information necessary to her defence that her eviction was being pursued under Article **1889** C.C.Q., which she only discovered by chance after suffering months of procedural abuse:

"Il [l'avocat] doit conserver une conduite "empreinte d'objectivité, de modération et de dignité" (art. 2.03). Pour cela **il ne doit pas provoquer des litiges** (art. 2.02), **ni intenter des procédures purement dilatoires** (art. 2.05)..." (p. 3 of 10) [*Règlement sur l'Inscription au Tableau de l'Ordre des avocats*];

"Dans l'exécution de son mandat, l'avocat doit...éviter de poser des gestes inutiles ou abuser de la procédure (art. 3.02.11)" [*Règlement sur l'Inscription au Tableau de l'Ordre des avocats*]

"Toute demande **ou requête doit être faite par écrit et être signée par la partie qui la produit**. Elle doit contenir les renseignements suivants: **1.** les nom et adresse de la partie qui la produit, ceux de la partie contre qui elle est dirigée de même que leurs prénoms s'il s'agit de personnes physiques; **2.** l'adresse du logement concerné; **3.** un exposé sommaire

des motifs à son appui; **4.** les conclusions recherchées. 92-11-23, a. 3" [Article **3**, *Règlement sur la procédure devant la* ***Régie du logement***, Décision, (1992) 124 R.O. II, 6935 (R-8.1, r. 5)]; and:

(i) *Cousineau* c. *Witty*, (1994) R.J.Q. 2415 (C.Q.) (**Judge Chevalier**);
(ii) *154-629 Canada inc.* vs. *2684349 Canada inc.*, (1995) R.D.J. 64 (C.S.) (**Jean-Pierre Plouffe**);
(iii) *Fleur de Lys c. Tag's Kiosque inc., (1995) R.J.Q. 1659 (C.A.), conf. J.E. 95-197 (C.S.)* (**Judge Jean-Louis Baudouin**);
(iv) *Coopérative des artisans et commerçants du quartier Petit Champlain* c. *Boulangerie Dinan inc.*, [1994] R.D.I. 568 (C.S.) (**Judge Claude Rioux**);
(v) *Iberville Developments Ltd.* c. *Banque de Montréal*, [1996] R.L. 280 (C.S.) (**Judge Roger E. Baker**);
(vi) [*Simard* c. *Commission d'appel en matière de lésions professionnelles*, A.J.Q./P.C. 1998-656 (C.S.); D.T.E. 98T-536 (C.S.); REJB 98-06155 (C.S.)];

(ix) **By stripping the Tenant of her right to be represented by an attorney** in proceedings that were illegally continued to evict under Article **1889** C.C.Q. then refusing to schedule the Tenant's motion to contest and correct the unsigned *procès-verbal* of **Bissonnette, March 28, 2000** that was prepared for a hearing in respect of Articles **1971** and **1863** C.C.Q.:

"...La locataire renonce à être représentée par procureur," [procës verbal of **March 28, 2000, Bissonnette**]

"**8.** Le régisseur...Plus particulièrement, il doit veiller au respect du droit de chacune des parties:...**3. d'être représentée par un avocat** ou un mandataire que la Loi sur la Régie du logement (L.R.Q., c. R-8.1) habilite à agir en cette qualité." [*Code de déontologie des régisseurs de la Régie du logement* c. R-8.1, r.0.1];

"Force est de constater que la notion de "compétence" est prise par la Cour suprême dans le sens strict du terme. Il n'y aura aucune représentation d'un tribunal lorsqu'il aura excédé sa compétence pour n'avoir pas observé une règle de justice naturelle, comme le droit à l'impartialité, le droit d'être entendu, **le droit d'être représenté par un avocat** ou encore le droit de faire valoir ses moyens." ["*Certains recours extraordinaires*" in *Précis de procédure civile du Québec*, Vol. 2, 3e édition, Les éditions Yvon Blais Inc., Cowansville, 1997, p. 605];

(x) By falsifying more than one *procès-verbal*, first to omit evidence produced and to ignore Tenant's objections to an abusive continuance (**Bissonnette, March 28, 2000**), then to pretend that a recusation hearing on those and related grounds was "peremptory" when it was not (**Harvey, May 31, 2000**):

"[**Minutes**] The **Commissioner**... must draw up the minutes of the hearing.
[**Presumption**] These minutes, signed by their author, are proof of their content." [**Article 71** of the *Loi sur la* ***Régie du logement*** (L.R.Q., c. R-8.1)]; and,

The Guide d'accès à la justice (Québec) published by the *Gouvernement du Québec* in 1985 at page 75 in the section "*Procès*" defines "**Présomption**" as follows:

"*La* ***présomption*** *est une preuve en soi. Elle consiste en des conclusions tirées des faits mis en preuve...*"

such that the Tenant was entitled on **March 28, 2000** to the **presumption** of her innocence, having produced proofs in writing, substantiated by Landlord's testimony that the rent was paid, and that she had an arrears agreement in good standing;

(xi) By failing to **sign** a falsified *procès verbal* (**Bissonnette, March 28, 2000**), which document is defined as follows:

> " ... a true relation in writing in due form of law, of what has been done and said verbally in the presence of a public officer, and what he himself does upon the occasion. ***It is a species of inquisition of office, and must be signed by the officer.***" (*Black's Law Dictionary with Pronunciations*, Sixth Edition, Centennial Edition (1891-1991), West Publishing Co., 1990, p. 1206;

(xii) By refusing to issue a hearing notice for Tenant's motion to correct and contest the fraudulent *procès-verbal* of **March 28, 2000** (**Articles 223** *et seq*, C.C.Q.), and for Tenant's motion to revoke the illegal interlocutory decision of **Commissioner Bissonnette** granting continuance, and later, for Tenant's Motion to Suspend in virtue of Article **58**, *Loi sur la Régie du logement*:

> "La Régie transmet aux parties un avis indiquant le lieu, la date et l'heure de l'audience ainsi que la nature de la demande ou de la requête." [Article **16** *Règlement sur la procédure devant la* ***Régie du logement***, Décision, (1992) 124 R.O. II, 6935 (R-8.1, r. 5)];
>
> "Le principe fondamental *d'**audi alteram partem*** se définit dans *Duhaime's Law Dictionary* (http://www.duhaime.org/diction.htm) comme, entre autre :
>
> > "...the right to receive ***a notice of hearing*** and to be ***represented*** or ***heard***;
>
> [as extracted from paragraph **3** of the Tenant's *Requête en rétractation* dated **29 June 2000**]; and, extracted from paragraph **46** thereof:
>
> **42.** Dans l'affaire ***Beausoleil*** c. ***Pigeon*** **(28 mars 2988), no. C.Q. Joliette 705-02-000421-875 (C.Q.)**, le **Juge Borduas** a cité l'arrêt ***Bank of British North America*** c. ***Levis***, (1915), 16 R.P. 332 (C.S.) p. 339 en écrivant:
>
> > "[...] or, nul ne peut être condamné s'il n'a pu se défendre; d'où la conséquence nécessaire qu'il doit être ***averti régulièrement*** de l'action formée contre lui. C'est cette **garantie** du droit de défense que l'on retrouve **dans l'assignation**..."

(xiii) By declaring a motion hearing for recusation to be "peremptory" while Tenant was ill and when there were no grounds to impose such a punitive measure, Petitioner herein extracting the following paragraphs from her *Requête en rétractation* of **29 June 2000**:

> **16.** À ce point-là la partie-requérante lui a demandait explicitement s'il prévoyait une nouvelle date pour sa requête, et il avait répondu "non" ou quelques mots à cet effet;
>
> **17.** De plus, **Maître Harvey** omettait de demander la disponibilité des deux parties, tel que prévu par **l'article 61** du ***Loi sur la Régie du logement***; et *par son attitude insouciant et laxiste* à ce moment a donner à la partie-requérante ***d'entendre*** que la nouvelle audition de sa requête en récusation ne serait pas instruire d'urgence;

18. C'était donc le comportement de **Maître Luc Harvey** le **31 mai 2000** qui a préparé le champ pour ***la vraie surprise*** de ***l'avis d'audition péremptoire*** signifié seulement trois (3) jours d'affaires plus tard par voie de sa porte, donc indiquant que contraire à ses prétensions lors de l'audition le **31 mai 2000, Maître Harvey,** présidant et au courant de son horaire, savait très bien la date prévue pour la nouvelle audition de la requête en récusation de la partie-requérante;

(xiv) By denying Tenant access to evidence in the form of the **May 31st** hearing tape, needed to support a revocation of that punitive measure, despite her Purchase Order of **June 6, 2000** and numerous subsequent demands by fax and e-mail over the next **fifty-two (52)** days:

> "**All evidence** of any fact **relevant** to a dispute is admissible and may be presented by any means." (Article **2857** C.C.Q.), and:
>
> "...un tribunal... aura excédé sa compétence pour n'avoir pas observé une règle de justice naturelle, comme ...**le droit de faire valoir ses moyens.**" ["*Certains recours extraordinaires*" in *Précis de procédure civile du Québec*, Vol. 2, 3e édition, Les éditions Yvon Blais Inc., Cowansville, 1997, p. 605];

(xv) By denying Tenant equitable assistance, which has the effect of undermining her rights in law—**Mtre. Luc Harvey**, *régisseur*, in Re **31-980325-038J-990818** on the general topic of the aid which Commissioners *must* grant equitably to *both* parties, has said:

> *"En pratique, dans la majorité des cas, les parties ne sont pas représentées par avocat lors des audiences devant la Régie du logement. Le législateur a donc prévu dans cette optique, que les parties pouvaient* ***compter sur l'aide*** *du régisseur et il a donc prévu dans ce contexte, ce qu'il est convenu d'appeler la* ***"devoir d'assistance"*** *du régisseur. Cela est expressément prévu au 3e paragraphe de l'article 63 L.R.L...*
>
> *Ce* ***devoir d'assistance*** *ou de* ***"secours"*** *doit être apporté, selon le libellé même de l'article, avec* ***équité*** *et* ***impartialité*** *de façon à faire apparaître le droit et en assurer la sanction. Cela implique nécessairement que lors de l'audience, le régisseur saisi de l'affaire peut poser des questions pertinentes aux parties..."*
>
> "...**les locataires** qui dans bien des cas n'ont pas les moyens de retrnir les services d'un avocat, et **qui doivent assumer leur défense eux-mêmes,** subissent **un déni de justice**. ... Les tribunaux administratifs, comme a *Régie*, ont pourtant été créés pour que le citoyen **puisse s'y représenté seul,** sans que l'absence d'un avocat ne vienne handicaper sa cause. " [**Maître Robert Trudel** *et als*, writing in ***Régie du logement: Autopsie d'une fraude***," Les Dossiers de l'Artère, 1992, at page 9];

(xvi) By issuing fraudulent hearing notices under Articles **1971** and **1863** C.C.Q. while actually *prosecuting* an innocent Tenant for eviction on an oral motion inadmissible at law under Article **1889** C.C.Q. and Article **110** C.C.P., such that Tenant, after March 28, 2000, was never "dûment appellée":

> "***audi alteram partem***"...the right to receive ***a notice of hearing*** and to be ***represented*** or ***heard...***" [*Duhaime's Law Dictionary* (http://www.duhaime.org/diction.htm)];

(xvii) By perpetuating error: by *urging* the Tenant (on **May 31st, 2000**) to serve upon the plaintiff-Landlord an erroneous motion for *chose jugée* (**Maître Harvey**):

"...tenter d'induire le tribunal en erreur (art. 3.02.01 c), agir de façon à induire en erreur la partie adverse non représentée par avocat ou surprendra sa bonne foi (art. 3.02.01 I), etc." [*Règlement sur l'Inscription au Tableau de l'Ordre des avocats*];

(xviii) By repeatedly issuing a hearing notice for Tenant's said erroneous motion to dismiss for *chose jugée* ***even though she indicated she would not serve it,*** in an effort to *use* that erroneous motion to evade *hearing* the recusation of **Maître Christine Bissonnette**, then to evade hearing of the revocation of **Maître Luc Harvey**, then to destroy the Tenant's Superior Court defense and contestation:

"...tenter d'induire le tribunal en erreur (art. 3.02.01 c), agir de façon à induire en erreur la partie adverse non représentée par avocat ou surprendra sa bonne foi (art. 3.02.01 I), etc." [*Règlement sur l'Inscription au Tableau de l'Ordre des avocats*];

(xix) By refusing to provide Tenant with a hearing notice for her motion to suspend in virtue of Article **58**, *Loi sur la Régie du logement* (L.R.Q., c. R-8.1), then nonetheless pretending to adjudicate that Motion and dismiss it, while being *ultra vires* on **September 25, 2000**, while:

(xx) By using the ***Procureur général es qualité de la Régie du logement*** at Superior Court to sabotage the Tenant's contestation and cross-demand with yet ***more*** *procedural fraud* in clear contempt of court, wedging open her Declaration with an illegal subpoena (art. **397** C.C.P.) and a a bogus "*Désistement de comparution*" served illegally by messenger under her door in her absence without permission, ***specifically and deliberately as harassment and as tactics to render her defence un-servable*** and technically inadmissible for the purpose of her Motion to suspend under Article **58**, which would have stopped the illegal eviction being perpetrated by the *Régie du logement* on Landlord's oral motion under Article **1889** C.C.Q.;

(xxi) By using the intimidation value of a prospective imminent eviction to attempt to *trick* Tenant into serving her thus sabotaged Declaration, which would have rendered it revocable and open to dismissal for contempt of court and/or for the preliminary exception of "*chose jugée*" that the ***Régie*** was attempting to forcibly obtain at its lower court:

"...on peut s'étonner et surtout se demander s'il est exact, ce dont il m'est permis de douter, que le ministre à qui sont confiées la garde et la surveillance des droits de tous les citoyens **ait pu consentir à ce que je considérerais une mesquinerie judiciaire presque inconcevable de la part de ses représentants légaux...afin de mettre en péril le droit d'un demandeur en justice...à acquiscer l'irrégularité afin de s'en prévaloir,** pour ainsi dire avec effet rétroactif, lorsqu'il sera trop tard pour la partie adverse d'y remédier." (pp. 2072 and 2073) [*Procureur général de la province de Québec, appelant vs. Sarto Duval, intimé* [1975] C.A. 629.];

(xxii) By using **irrelevant** testimony of past events that had been superseded by an Arrears Agreement and a rent receipt, and pretending that "conversations" deemed inadmissible at law to cancel a lease were an "entente formelle" when "entente formelle" means a written document between the contracting parties and the *Régie du logement* should be well acquainted with the "rule prohibiting the receipt of irrelevant evidence...":

"...nowadays, **relevance... is the main consideration**, and generally speaking, all evidence that is relevant to an issue is admissible, while **all that is irrelevant is excluded.**" [*Hollington* v. *Hewthorn & Co. Ltd.*,

[1843] K.B. 587 at 594; applied in Re *Maritime Asphalt Products Ltd.* (1965), 52 D.L.R. (2d) 8 (P.E.I.S.C.)"; and:

"The test to be applied is whether the evidence 'could' bring the administration of justice into disrepute in the eyes of a reasonable person, dispassionate and fully apprised of the circumstances of the case. Thus, **if the admission of evidence in some way affects the fairness of the trial, then the admission of the evidence would tend to bring the administration of justice into disrepute...**" (*Canadian Law Dictionary*, *ibid*, p. 11.)

"*Il ne peut tenir compte des* ***faits antérieurs*** *vécus par le locateur*...Il faut décider donc ***les faits pertinents à la demande*** d'une façon objective." [**Commissioner Maître Paul Pellerin**--the *same* commissioner who while sitting *ultra vires*, ordered the Tenant herein evicted *precisely* on "*faits antérieurs*" being an inadmissible "conversation" of **March 2, 2000** which preceded her Arrears Agreement of **March 4th** and her rent and arreasr receipt of **March 6th**--writing in re *Jacques Delorme* c. *Catalin Gasparic* in re **26-990804-002G** before the *Régie du logement*]

(xxiii) **By exceeding jurisdiction** by issuing a self-serving decision of self-recusation (which *is* a "proceeding") on **September 25, 2000** (**Bissonnette**) while the *Régie* had failed to issue a hearing notice for Tenant's *Motion to Suspend* in virtue of Article **58**, *oi sur la Régie du logement* (L.R.Q., c. R-8.1), but had been fraudulently sabotaged to prevent that suspension by the *Procureur général* ***es qualité de la Régie du logement*** using an illegal subpoena (art. **397** C.C.P.) and a bogus "*Désistement de comparution*"--all in clear contempt of court, to destroy the Tenant's legal rights in her lawful contestation;

(xxiv) By again **exceeding jurisdiction** when **Maître Paul Pellerin** then replaced **Bissonnette** and proceeded to adjudicate Landlord's illegal oral motion under Article **1889** C.C.Q. as if it were an application that had been regularly formed in law; and also adjudicated and dismissed the Teannt's valid *Motion to suspend* (Article **58**) that had been undermined by the *Régie's* own defense attorneys' procedural fraud at Superior Court, and this in the absence of service upon the Tenant of any hearing notice therefor;

(xxv) By falsifying information in a final decision of **October 6, 2000**, to self-servingly exonerate the ***Régie du logement et als*** of all their accumulated procedural fraud and harassment of the Tenant, *inter alia*, to make it appear the Tenant was in fact in default of her Arrears Agreement on **March 28, 2000** when she was not, by **Maître Pellerin**'s *pretending* that the **$50** "arrears" payment made by Tenant and receipted by Landlord on **March 6, 2000** was "applicable" to a future month (April), when clearly, an **arrears** payment is applicable on ***arrears***, not on a *future* month, such that Tenant was not in default as the *Régie* well knew all along;

(xxvi) By issuing decisions, including the **October 6, 2000** decision of **Maître Paul Pellerin**, that were not **supported**;

(xxvii) By asserting in his **October 6, 2000** decision of eviction that Landlord was suffering the balance of prejudice, rather than the Tenant, who has been rendered ill, unemployable, and forced to live for nearly a year now since February, 2000 under the impending threat of **eviction** from abusive proceedings;

232. "[M]alicious abuse of legal process" is defined in **Black's Law Dictionary** as follows:

"Wilfully misapplying court process to obtain object not intended by law." (p. 958);

233. Such abuse constitutes **fraud** and in the present case, **fraud** on the court in its most graphic sense:

> "**Fraud**. ... a generic term embracing all multifarious means which human ingenuity can devise, and which are resorted to by one individual to get advantage over another by false suggestion or by suppression of truth, and includes all surprise, trick, cunning, dissembling and any unfair way by which another is cheated." *Johnson* v. *McDonald*, 170 Okl. 117, 39 P.2d 150;
>
> "**Fraud**. .... Comprises all acts, omissions, and concealments involving a breach of a legal or equitable duty and resulting in damage to another." (*Black's Law Dictionary*, p. 660);
>
> "**Fraud on court**. A scheme to interfere with the judicial machinery performing task of impartial adjudication, as by preventing opposing party from fairly presenting his case or defense... It consists of conduct so egregious that it undermines the integrity of the judicial process." *Stone* v. *Stone*, Alaska, 647 P.2d 582, 586;

234. **Article 49**, *L.R.Q.*, Ch. C-12 provides as follows:

> "Any unlawful interference with any right or freedom recognized by the *Charter* entitles the victim to obtain the cessation of such interference and compensation for the moral or material prejudice resulting therefrom."

235. The Tenant herein has been subjected to a malicious abuse of legal process, and is entitled to obtain immediate "cessation" and relief from same;

236. The extreme defects of form in the **March 28, 2000** hearing and throughout the entire frivolous proceedings before the *Régie du logement* are so fundamental as to warrant that special measures be granted to the tenant to halt the illegal eviction and annul the illegal proceedings that produced it, which proceedings, to date, are an **utter nullity** due to "***forma non observata, infertur adnulatio actus***," which dictates that **the non-observance of form required by law is *fatal* to the proceedings of March 28, 2000** [*Black's Law Dictionary*, p. 642];

237. In virtue of her outstanding cross-demand **N°. 500-05-059435-006** before the Superior Court, which is a **defence** that the Tenant has been prevented from completing nad having heard by the procedural fraud of the *Régie du logement* and the *Procureur général es qualité de la Régie du logement*, and in virtue of the fact that ***there are no lawfully constituted proceedings of the Respondent Landlords filed and served against the Petitioner of which she has ever been duly advised***, the Tenant also prevails upon the supervening authority of the **Superior Court** in its capacity as first instance par excellence to grant her present ***Motion in Evocation with Sursis***, and invokes as well the case of ***Fyen*** vs. ***Carmel Jacques & Associés Inc.***, [1986] R.J.Q. 2876 (C.S.), in which the inherent jurisdiction of the **Superior Court** under **Article 46** C.C.P. has been affirmed by the **Honorable Judge Kevin Downs**, concluding:

> "Il faut bien comprendre que si la création des tribunaux administratifs a pour effect de permettre aux administrés d'exercer leurs droits à court délais, et même d'être assurés de la sécurité juridique des décisions en empêchant la révocabilité de ces décisions, **il ne faut pas pour autant que les principes fondamentaux de justice sois mis à l'écart**."
>
> "Ainsi, **il va nettement contre l'intérêt naturel de la justice qu'un citoyen puisse, par l'effet du dol ou de fausses représentations**, obtenir une indemnité par la voie des tribunaux administratifs et que, par la suite, **sous le couvert de l'irrévocabilité des décisions administratives, il échappe à toute rectification et préjudicie du même coup la personne condamnée**..."

> "...**les dispositions du *Code de procédure civile* ne sont pas attributives de juridiction à la Cour Supérieure, mais déclaratives de juridiction**..."

"RIGHT TO MAINTENANCE IN DWELLING – PUBLIC ORDER"

238. **Article 1936**, C.C.Q., entitles the Tenant herein to maintenance in her old lease and in her new lease in virtue of her **Arrears Agreement** and accompanying rent and arrears payment for March, 2000 as produced on **March 28, 2000** to **Commissioner Maître Christine Bissonnette**:

> "**Art. 1936.** Every lessee has a personal right to maintain occupancy; he may not be evicted from the leased dwelling, except in the cases provided by law."

239. Underscoring **Article 1936** *C.C.Q.* is **Article 1880** *C.C.Q.*:

> *"L'**Article 1880**, de droit, s'applique au bail d'habitation. Il fixe à 100 ans la durée maximale d'un bail....s'inspire de la durée maximale de l'usufruit (**Article 1123**), de l'emphytéose (**Article 1197**) et du contrat de rente (**Article 2376**)... "Droit des obligations du louage" in La Réforme du Code Civil, Obligations, contrats nommés, Les Presses de l'Université Laval, at pp. 650-651);*

240. Further on the subject, *Black's Law Dictionary* defines emphyteusis as follows:

> "In the Roman and civil law, a contract by which a landed estate was leased to a tenant, either in perpetuity or for a long term of years... and with the right in the lessee to alien the estate at pleasure or pass it to his heirs by descent, and free from any revocation, re-entry, or claim of forfeiture on the part of the grantor [**Landlord**], except for non-payment of rent."

241. *"En droit québécois... on distingue... **l'ordre public de protection** lorsque le texte législatif vise à assurer la protection d'intérêts particuliers ou privés **généralement ceux de la partie la plus faible** dans le rapport de forces entre cocontractants. **C'est le cas en matière de louage résidentielle où, avec l'évolution du droit, le caractère d'ordre public de protection de ses règles est devenu évident."** ("*Droit des obligations du louage*" by Nicole Archambault, in *La Réforme du Code Civil, Obligations, contrats nommés, Les Presses de l'Université Laval*, p. 650.);

242. Furthermore, **Maître Robert Trudel** *et als*, writing in ***Régie du logement: Autopsie d'une fraude***," Les Dossiers de l'Artère, 1992, at page 3 points out:

> "...en 1972, le bill 59 instituait la première loi permanente sur le logement locatif au Québec.... Cette lois s'inscrit dans le courant des grandes réformes sociales qui ont marqué le Québec de la révolution transuille. Suite à la réforme du système de l'éducation et à l'établissement d'un régime universel d'assurance-maladie, le législateur cherchait par cette loi à **protéger le droit au logement** pour tous et **principalement** pour **les moins bien nantis** qui, ne pouvant acquérir une propriété, sont locataires de leurs lieux d'habitation."

243. **Trudel**, at page **4** of "*Autopsie,*" goes on to quote a communiqué of the *Cabinet du ministre des affaires municipales intitulé Juridiction de la Régie du logement* dated **18 December 1978** which states: "L'objectif poursuivi par le législateur étant d'assurer à chacun un logement décent à prix raisonnable (...)" and **Trudel** concludes:

> "Donc la ***Régie devra***, selon la volonté même de ceux qui l'ont mise au monde, **être gardienne jalouse des droits des locataires**, *c'est là son premier rôle.*"

244. The tenant in the present instance is clearly "*la partie la plus faible dans le rapport de forces entre cocontractants*" and is entitled to the protection of the law as administered by the ***Régie du logement***, but instead finds herself ***defending*** herself from the very tribunal charged with administering the protection of public order and which is, in this

case, has defyied the *res judicata* implicit in the transaction of the **Arrears Agreement *inter alia*** under **Article 2633** *C.C.Q.* and in the ***Régie***'s own rules of procedure, and has also defied the law and case-law which prohibits eviction on a "motion," let alone an oral motion made in the context of a file that the law required to be closed on **March 28, 2000 (Article 14,** *Règlement sur la procédure devant la* ***Régie du logement,*** *Décision*, (1992) 124 R.O. II, 6935 (R-8.1, r. 5), which states:

> *"Lorsque les parties concluent une entente, la* ***Régie*** *ferme le dossier sur production d'une copie de cette entente signée par les parties...; "*

245. The *Canadian Law Dictionary* defines "**good faith**" as follows:

> "A standard implying absence of intent to take advantage of or defraud another party; absence of ulterior motive. *Central Estates (Belgravia) Ltd.* v. *Woolgar*, [1971] 3 all E.R. 647 (C.A.). An absence of bad faith [*male fides*]. To act in good faith, one must act **openly, fairly and honestly**. (*Canadian Law Dictionary*, *ibid.* p. 116.)

246. The ***Régie du logement***, and **Maître Bissonnette , Maître Harvey, Maître Gagnon,** and **Maître Pellerin** *et als (i.e.,* **Maître Bourdon and Maître Gardère)** have shown a total lack of "**good faith,**" having used *wholesale procedural fraud* to maliciously destroy a Tenant's lease and home despite the rent being paid, the arrears agreement being signed and produced, and have ***defied*** the law of procedure and the rules of public order as to the Tenant's right of maintenance in rental housing;

247. In so doing the *Régie du logement* has apparently forgotten or more likely disregarded the very "**Mission**" of the *Régie du logement* stated in its own laws, as follows:

> "**Mission of the *Régie du logement*....**The commissioners and administrators appointed under this Act (are) to **promote conciliation between lessees and property owners** (R.S.Q., Ch. C-50)..." (**article 143,** *L.R.Q.*, c. R-8.1).

248. Nowhere does this statutory "mission" state that commissioners should promote evictions, yet when presented with an **Arrears Agreement** which is reconciliation *par excellence*, as well as being a transaction and of public order, **Commissioner Bissonnette** responded **not** by ratifying the ***entente*** and thus fostering conciliation as she has clearly done in the past when other tenants and landlords have resolved their differences—rather, the **Commissioner** *exacerbated* the dispute in an effort to destroy the ***entente***;

249. Indeed, **Commissioner Bissonnette** said not a single *conciliatory* word to the **Landlord**--as is clear from the transcript--in support of the very *entente* that he himself had sought, to put an end to his clamoring to evict the tenant; clearly, **Commissioner Bissonnette** on **March 28, 2000** voluntarily and abusively undermined the statutory "Mission" of the *Régie du logement* which ultimately has the object of protecting the tenant's right of maintenance which is of public order, and that voluntary abdication of its Mission was thereafter underscored by **Commissioners Harvey, Gagnon** and **Pellerin**, *es qualité*;

250. "...'renseigner les locateurs et les locataires sur leurs droits et obligations'. C'est de cette façon que la Régie pourra, au regard du législateur, faire en sorte que les questions litigieuses **soient réglées hors cours** et **ainsi favoriser la conciliation** en cas de confit." **[Maître Robert Trudel** *et als*, writing in ***Régie du logement: Autopsie d'une fraude***," Les Dossiers de l'Artère, 1992, at page 6];

251. Indeed, it is this Tenant's experience that wherever tenants, the '*partie plus faible*" allegedly protected by public order in terms grandiosely defended in legal theory and published in expensive tomes, but not very often defended in fact or law—the perception when a tenant encounters injustice from a landlord and from the courts, leads the system and others to reply, "**Why don't you *just move*?**" as if we had no rights to our homes;

252. This is *exactly* what **Mr. Michel Côté** of the Court of Québec's Practice Divison, with certainly no ill intent whatsoever, said to the Tenant herein back in early **November 2000**: "***Why don't you move!***"--thus begging the question, why bother to give tenants any rights at all if the minute they seek to affirm them, they are basically told to *go away*, and into the bargain, to absorb the inconvenience and the damages and give Landlords the impression that despite the laws enacted for equity between "*locateur*" and "*locataire*," **harassment**, as one good example, is an ideal way to get rid of a tenant, who if they are abused enough, will "move" without the Landlord's having the bother and expense of going to the *Régie du logement* to get them ousted some other way;

253. After all, ***the legal system is for the wealthy***: for lawyers billing $200 dollars an hour who need every minute of the time and all the space that legal system affords to maximize their revenues ***from people who can afford to pay their rates***—**Mr. Côté** of the Practice Division also said, **"If you sue your Landlord in the higher courts, it just makes it look like you like to fight"** *assuring the Tenant that this is very bad*—If that were truly a bad thing, **then why are there so many lawyers**—for in light of such a perception, the *same* negative aura should fall upon *them* and their wealthy corporate clients, who are professional "fighters" and who are always in court to defend ***their*** rights—but no, this ***negative and calumnious insinuation*** is attached solely to those without money who nonetheless fight for their rights, and it seems to be **(i)** a conditioned reflex of those who feel the poor are a pain in the neck and a waste of time to the legal system—and an excuse for those like **Maître Luc Harvey** herein (Decision of **June 15, 2000**), and his commissioner colleagues at the *Régie du logement*, to prevent exposure of their own procedural abuses by enumerating the ***Tenant's*** motions in her desperate effort to defend herself after having been stripped of her rigth to an attorney and ambushed with an illegal "motion" in eviction, as if her defensive motions were a sign of *her* dilatoriness and *her* bad faith—thus, after denying a Tenant access to justice, the legal system denigrates her for trying to defend herself;

"RIGHT TO BE HEARD"

254. **Maître Robert Trudel** *et als*, writing in ***Régie du logement: Autopsie d'une fraude***," Les Dossiers de l'Artère, 199?, at page 14 points out:

> "Mercredi, le 26 février 1992, le journal de Montréal rapporte en page 7, que la ***Régie du logement a été déboutée en Cour supérieure***. En effet, **deux régisseurs** furent écartées d'un dossier pour s'être ***montrés partiaux en faveur du propriétaire.*** La première, Me Claire Courtemanche, avait, lors d'une audition, ***refusé le dépôt d'une pièce que les locataires voulaient produire*** et qui démontrait que le locateur s'était engagé à payer certains travaux. Devant une telle attitude, les locataires lui demandent de se récuser. Ce qu'elle refusa, avec l'appui subséquent de son collègue Me Michel Dubé ***qui entendit et rejeta la requête en récusation*** des locataires. Ceux-ci durent donc se rendre en Cour supérieure où le juge **Pierre Viau** a conclu que ***les régisseurs avait complètement ignoré un des premiers principes de justice naturelle***, celui ***qui garantit à toute personne le droit à une audition impartiale de sa cause.***
>
> Il serait évidemment abusif de conclure que tous les locataires qui ressortent frustrés de leur expérience devant la Régie du logement... ont eu à supporter de tels abus de pouvoir. Cependant on peut affirmer sans l'ombre d'un doute que **rares sont les locataires qui**, face à un régisseur ouvertement partial, **vont utiliser le recours d'une requête en récusation**; et **plus rares encore** sont **ceux qui vont le pousser jusqu'en Cour supérieure**."

255. If the Courts require that the Petitioner in Evocation prove both **sufficient interest** and **public interest** as well, then the Tenant herein, having endured far more from the *Régie du logement* in the past year than simply the refusal of a *single* piece of evidence that was reproached by judge **Pierre Viau**, but rather, the refusal of ***all*** of her evidence, as well as being prosecuted frivolously for eviction on grounds never formed at law when she had proved herself innocent on **March 28, 2000** having paid her rent

and obtained her arrears agreement, then the **general public interest of the class of tenants in Québec,** who are supposed to have **special protection** of the law because they are "***la partie plus faible***" and "***moins nanti***" than their landlords, and who "rarely" recuse and even more "rarely" bring their plight to the highest court--shall be well served with a precedent for ***access*** to justice, if the Tenant herein is granted her "rare" evocation;

256. Article **5**, also identified as the fundamental principle of "la règle ***audi alteram partem***," (*Code de procédure civile*, L.R.Q., c. C-25) provides as follows:

> "Il ne peut être prononcé sur une demande en justice sans que la partie contre laquelle elle est formée n'ait été entendue ou **dûment appelée.**";

and guarantees the "...the right to receive ***a notice of hearing*** and to be ***represented*** or ***heard.***;" [*Duhaime's Law Dictionary* (http://www.duhaime.org/diction.htm)];

257. Article **16** of the ***Règlement sur la procédure devant la Régie du logement,*** *Règlement sur la procédure devant la* ***Régie du logement****, Décision*, (1992) 124 R.O. II, 6935 (R-8.1, r. 5) states as follows:

> "La Régie [du logement] transmet aux parties un avis indiquant le lieu, la date et l'heure de l'audience ainsi que **la nature de** la demande ou de la **requête.**"

258. Subsequent to **March 28, 2000** when **Maître Bissonnette** permitted an illegal continuance to prosecute the Tenant for eviction under grounds amounting to Article **1889** C.C.Q. which were *not* framed in writing, and which Article the Tenant was left to discover on her own, the hearing notices *selectively* issued in the file did ***not*** therefore 'indicate the true nature' of the proceedings against the Tenant—therefore, Tenant was, in law, ***not*** "**dûment appelée**";

259. The courts have also provided that when a party is ***not*** "**dûment appelée**":

> "Le défendeur à qui l'action n'a pas été signifiée **ne peut être en défaut de comparaître ou de plaider.**" (*Savage* c. *Napolitano* [1970] R.P. p. 349);

260. In re ***Beausoleil*** c. ***Pigeon*** **(28 mars 2988), no. C.Q. Joliette 705-02-000421-875 (C.Q.), Judge Borduas** cited ***Bank of British North America*** c. ***Levis***, (1915), 16 R.P. 332 (C.S.) p. 339, stating as follows:

> "[...] or, nul ne peut être condamné s'il n'a pu se défendre; d'où la conséquence nécessaire qu'il doit être ***averti régulièrement*** de l'action formée contre lui. C'est cette **garantie** du droit de défense que l'on retrouve **dans l'assignation**..."

261. Therefore, notwithstanding Article **67** of the *Loi sur la Régie du logement* (L.R.Q., c. R-8.1) which states that:

> "Si une partie **dûment avisée** ne se présente pas ou refuse de se faire entendre, le régisseur peut néanmoins procéder à l'instruction de l'affaire et rendre une décision"—

the Commissioners in the Tenant's present case ***had no right to proceed in her absence***, in particular after she had put the Tribunal on notice **(i)** in her *Requête en Rétractation* of **June 29, 2000**, and **(ii)** in her *Notice of Objection* dated **25 September 2000**, that the "***avis d'auditions***" were ***not*** regular, refusing in light of this to attend their illegal hearings—which, after all, were only being scheduled, and this simultaneously with a motion Tenant had explicitly revoked, as an excuse to give themselves a ruling of "chose jugée" to prevent the higher courts from examining the matter;

262. In respect of **Article 5**, C.C.P. , the courts have decided:

"C'est là un principe fondamental basé sur l'équité naturelle ***et dont l'inobservance détruit la juridiction du tribunal et entraîne la nullité de toutes les procédures subséquentes, y compris le jugement.***"
[*Robillard* c. *Commission hydroélectrique de Québec*, (1954) R.C.S. 695.];

i) In light of the foregoing, and effective from the *instant* that **Maître Christine Bissonnette**, *Régisseure*, ordered an illegal continuance of **31-000-G215-071** on **March 28, 2000** to permit the Landlord to evict on an oral **motion**, vaguely citing grounds ***utterly different*** from those under which the said application had been filed (amounting to Article **1889** C.C.Q., versus Articles **1971** and **1863** C.C.Q., ***and which grounds should have been set out unambiguously in writing, but were not--all*** those hearing notices subsequently issued to the Tenant including the two bogus "*Avis d'audition péremptoire*" of **Maître Luc Harvey**, were, and are, "***au fond et de nature faux et irrégulier***," and Tenant therefore had ***every right to ignore them*** as the frauds they are, for she had ***not*** been "duly notified" nor duly summoned as provided by Article **67**, *Loi sur la Régie du logement* (L.R.Q., c. R-8.1);

263. The Petitioner has a right and interest to have the proceedings conducted in re **31-000-G215-071** on an oral "motion to evict" declared null and void;

264. At all times pertinent to the present litigation, the Respondents and the mise en cause have been subject to the superintending authority and control of this Honourable Court;

265. As a result of the abusive and illegal proceedings with which the Tenant has been prosecuted for more than the past eight (8) months, she has been rendered unable to work, her health has been affected, and she has been subjected to the constant threat of having her lawful lease broken and her belongings evicted into the Street despite her Arrears Agreement and the fact that she was paid up-to-date at hearing on March 28, 2000;

266. Petitioner has a right to the peaceable enjoyment of her modest lease, to the security and inviolability of her home and its contents, and to the safety of her domestic animal;

267. Petitioner also has a right to resume a normal lifestyle, and not be forced to be constantly replying to illegal litigation, or incurring legal bills, and therefore she pleads for the intervention of the Superintending authority of the Superior Court to put an end to her illegal prosecution, her illegal eviction, the threat that these things mean to her health, wellbeing, life and belongings;

268. Petitioner's life is being completely disrupted by these abusive proceedings, and she is entitled to the cessation of this infringement on her Charter rights to an inviolable home, as well as to redress for the Charter violations under Article **23** and **35**, since she has never had a fair hearing, and had a right to have the proceedings terminate on **March 28, 2000** when it was proved in Court that she was not in default, as can be seen from the Transcript, rather than having been dragged through the courts by Landlord prosecuting her on a whim, iusing procedures that are a nullity and incompatible with law;

269. Unless Petitioner is granted immediate sursis, she is at imminent risk of being evicted onto the sidewalk, of having her belongings lost or destoyed, of having her animal sent ot the pound and exterminated, and of finding herself hospitalized from this trauma, added to everything else she has already needlessly endured;

270. The law considers Tenants the "weaker party" in any contract of lease, and as such, the laws that protect tenants' rights in their homes are of public order;

271. The present motion is well founded in fact and in law;

WHEREFORE MAY IT PLEASE THIS HONOURABLE COURT:

GRANT the present Motion;

DECLARE the Decision of eviction therein of **Maître Paul Pellerin** dated **October 6, 2000** in re **N°: 31-000215-071-G** and executed by: **N°: 500-02-089609-007** to be *ultra vires*, illegal and absolutely null, and CANCEL IT, its being a "**motion in eviction**" under Article **1889** C.C.Q. hidden within the paperwork of a defunct Application under which the Tenant has already been tried;

DECLARE the Decision therein of **Maître Christine Bissonnette** dated **September 25, 2000** recusing herself in re **N°: 31-000215-071-G**, executed by: **N°: 500-02-089609-007,** to be *ultra vires*, illegal and absolutely null, and CANCEL IT, its having been issued prior to any hearing on the Tenant's Motion to Suspend (Article **58,** *Loi sur la Régie du logement*);

DECLARE the unsigned procès verbal of **Maître Christine Bissonnette** dated **March 28, 2000** in re **N°: 31-000215-071-G**, executed by: **N°: 500-02-089609-007,** and adjourning the Landlord's Application to summon an irrelevant witness *after* the Tenant had been proved innocent, and denying the Tenant the right to be represented by to be *ultra vires*, illegal and absolutely null, and CANCEL IT;

DECLARE the Decision therein of **Maître Luc Harvey** dated **June 15th, 2000** to be *ultra vires*, illegal and absolutely null, and CANCEL IT, since no grounds existed for peremption, and no prospect of peremption for a fast-tracked hearing was ever communicated to the Tenant beforehand;

DECLARE the Decision therein of **Maître Pierre C. Gagnon** dated **8th August 2000** to be *ultra vires*, illegal and absolutely null, and CANCEL IT, as the Tenant was illegally denied access to the May 31st hearing tape required by her in order to prepare the revocation subject of the said decision;

ORDER the Régie du logement to issue a decision RATIFYING the Arrears Agreement signed between the Tenant and the Landlord on **March 4, 2000**; and to CLOSE the file;

SURSEOIR the evicting bailiff until judgment herein;

RESERVE to your Petitioner all rights and recourses at law for damages to the full extent of the law for the illegal eviction practised in re in re **N°: 31-000215-071-G**, executed by: **N°: 500-02-089609-007**;

THE WHOLE WITH COSTS against the Respondents and the Mise-en-cause.

MONTREAL, this 27th day of November 2000.
[SGD.] Kathleen Moore

Kathleen Moore, Petitioner

TRUE COPY
Kathleen Moore

AFFIDAVIT

I, the undersigned, **KATHLEEN MOORE**, (aka Kathy Maur), translator, residing and domiciled at **5832 Decarie Blvd., Apt. 303**, in the City and District of Montreal, Province of Quebec, H3X 2J5, having been solemnly sworn, do say:

1. I am the **Petitioner** in the present case;

2. I have read the present ***Motion in Evocation with Sursis***;

3. All the facts alleged therein are true to the best of my knowledge;

4. I was present at the hearing of **March 28, 2000** before the Régie du logement in re **N°: 31-000215-071-G**;

5. At the said hearing, Landlord herein admitted to the Court that the rent was paid, that the arrears were up-to-date and that he had signed an Arrears Agreement with the Tenant-Petitioner dated **March 4, 2000**;

6. The said Arrears Agreement is a transaction, solicited by the Landlord on a promise to stop eviction proceedings, but Landlord has reneged and illegally prosecuted the undersigned nonetheless using an illegal oral motion to evict, inadmissible at law and exceed the jurisdiction and powers of the ***Régie du logement***, rendering that Tribunal *ultra vires*, incompetent and partial for usurping the authority of the *Legislator of the Code de procédure civile* and the *Loi sur la Régie du logement*;

7. On **March 28, 2000**, I produced into the Record certified true copies of all of the above, and showed the originals to **Commissioner Christine Bissonnette**, who refused to accept these exhibits into evidence and allowed the Landlord to pursue me for eviction on an illegal oral motion inadmissible at law, on entirely other grounds unrelated to his application, and never regularly formed in writing nor served upon the undersigned;

8. The chronology of events described in the present *Motion in Evocation* is true and accurate, to the best of my personal knowledge;

AND I HAVE SIGNED: [SGD.] Kathleen Moore

Kathleen Moore, Petitioner

SWORN TO before me at Montreal,
this 27th day of November 2000.

[SGD.:] Denise Matton, greffière adjointe

~~Commissioner of Oaths~~
For the Judicial District of Montreal

TRUE COPY
Kathleen ~~Moore~~

AVIS

TO: **LA RÉGIE DU LOGEMENT**
5199 Sherbrooke Street East, Room 2161
Montréal, Québec, H1T 3X1

MAÎTRE CHRISTINE BISSONNETTE,
MAÎTRE LUC HARVEY,
MAÎTRE PIERRE C. GAGNON,
MAÎTRE PAUL PELLERIN,
MAÎTRE ANDRÉ BOURDON,
5199 Sherbrooke Street East, Room 2161
Montréal, Québec, H1T 3X1

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

BAILIFF JOE ODMAN
6767 Côte-des-Neiges
Montreal, Quebec

TAKE NOTICE that the present Motion in Evocation will be adjudicated before one of the Honourable Judges of the Superior Court, sitting in the Practice Division in and for the Judicial District of Montreal, Palais de Justice de Montréal, 1 Notre Dame East in Room **2.16** on **December 14th, 2000** at **9:30** a.m. or so soon thereafter as counsel may be heard.

MONTREAL, this 27th day of November, 2000.

[SGD.] Kathleen Moore

Kathleen Moore, Petitioner

TRUE COPY
Kathleen Moore

SUPERIOR COURT [Civil Division]

DISTRICT OF MONTREAL
N°: 500-
05-061581-003

KATHLEEN MOORE (aka KATHY MAUR),
PETITIONER,
-vs.-

LA RÉGIE DU LOGEMENT,
MAÎTRE CHRISTINE BISSONNETTE,
MAÎTRE LUC HARVEY,
MAÎTRE PIERRE C. GAGNON,
MAÎTRE PAUL PELLERIN,
MAÎTRE ANDRÉ BOURDON, *es qualité*,
-and-
CONRAD ARCIERO,
(all, jointly and severally)
RESPONDENTS,
-and-
BAILIFF JOE ODMAN
-and-
LA PROCUREUR GÉNÉRAL DU QUÉBEC, es qualité de la **Régie du logement** and de **Maître Christine Bissonnette,**
MISES EN CAUSE.

MOTION IN EVOCATION WITH *SURSIS*
(Arts. 834 *et seq.* -and- 846.1 *C.C.P.*; Article 23, *Charte des droits et libertés de la personne du Québec*, L.R.Q., Ch. C-12)

149-97

COPY FOR MAITRE LUC HARVEY

KATHLEEN MOORE
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MONTREAL, QUEBEC H3X 2J5
RESEARCH16@HOTMAIL.COM

11h
S 27/12/2005