

FAX TRANSMISSION TO:

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COMPLAINT

May 11, 1998

Mme Louise Harel c/o
Bureau des Renseignements & Plaintes
Ministère de l'Emploi et de la solidarité

Re: Kathleen Moore Pageot
MOOK 09575391
SIN 246-074-488

Articles 82, 87, 88, Act respecting income support, employment assistance and social solidarity

Madame Harel:

1. COMPLAINT #1: DENIAL BY CTQ-NDG OF EMPLOYMENT RELATED RECORDS/COPIES

1. Please take good note of the attached letter, faxed today to the Minister of Revenue.
2. I have never received copies of information pursuant to Article 88 of the above-said Act.
3. Moreover, my welfare agent, Fadi Harouny, at CTQ-NDG, has absolutely refused to give me copies of all employment records (*relevés d'emploi*) made when applying for welfare in 1996-1997; as well as all those work-related documents and proofs obtained during my participation in the Independent Worker program and declared to Welfare as a consequence. This includes all cheques and cheque stubs from employers; all employment records with deductions at source; all invoices and related cheques issued to clients by the undersigned for freelance work; and all worker's expense declarations and receipts of the undersigned made to Welfare as an Independent Worker (Travailleuse autonome). All my papers were lost in an illegal eviction to City Pound on 2 September 1997 (the denial of Legal Aid when I was fully entitled to legal aid., leaving me with neither an attorney to advise and represent me nor the funds to mount my defence, thus resulting in my illegal eviction, will be the subject of another letter at a later date);
4. As a consequence of the categorical refusal by Mr. Harouny of all these materials, a **Revenue Canada Insurability review is being unnecessarily delayed**, which could result in the success of my appeal at H.R.D.C. to receive Employment Insurance instead of Welfare.
5. As a consequence of the categorical refusal by Mr. Harouny of all these materials, as well as the delay at Revenue Canada Insurability caused by the same refusal by Mr. Harouny to provide me with copies of employment-related documents for 1996/1997, *as Mr. Harouny well knows and as he apparently intended by design*, **I have therefore been unable to comply with Article 87 of the Act requiring me to file a "Reconciliation statement" and fiscal return for the prior year no later than 30 April of this current year (1998).**
6. This constitutes yet another in the long line of attempts at sabotage, and actual sabotage, of my income security benefits by Mr. Harouny, since by denying me the means to prepare my "reconciliation statement" and "fiscal return" by refusing the documents needed to do so, he is no doubt setting me up for a welfare cut-off under Article 91 of the Act.
7. Therefore, the abuses of Mr. Harouny in denying me copies of my own work and employment records are as follows:
 - Abusively delaying my H.R.D.C. Employment Application appeal;
 - Abusively delaying my Revenue Canada Insurability review to facilitate the H.R.D.C. appeal;
 - Abusively forcing me to remain on welfare unnecessarily while such delays run their course;
 - Abusively preventing me from filing a "Reconciliation Statement and fiscal return" by 30 April 1998, as required by the Act, so Harouny can FABRICATE an excuse under Article 91 to cut off my June 1998 welfare cheque.
8. CTQ-NDG was asked for copies in my 18 March 1998 welfare application; and again by handwritten letter given to Mr. Pierre Morissette on 23 March 1998, for which he categorically refused to give me a receipt; and again has been duly noted in correspondence addressed to and/or copied to the office of the Hon. Mr. Lucien Bouchard.
9. Agent Fadi Harouny, on 29 April 1998, slammed the phone in my ear after refusing me copies of the above-said employment related documents.

2. COMPLAINT #2: FRAUD BY CTQ-NDG IN FILING OF MY 18 MARCH 1998 APPLICATION

10. Moreover, Article 82 of the *Act* states:

“The Minister must, among other things, assist a person in drafting an application for a benefit.”

11. The present complaint is not merely an issue of CTQ agents “failing” to assist in the proper drafting of an application for a benefit, but an issue of FRAUD since **Pierre Morissette** of CTQ-NDG on 23 March 1998 maliciously, knowingly and wilfully sabotaged my application, *in his own handwriting*, and WITHHELD fundamental information to FABRICATE a groundless application that could be refused by CTQ-NDG, leaving me without benefits to which I was fully entitled.
12. On 18 March 1998 when I filed my welfare application, and again on 23 March 1998 in my first convocation with **Pierre Morissette**, the said agent maliciously FALSIFIED THE PROCEDURE for my Welfare application; when challenged by me in the said convocation, **Morissette** replied angrily, “*I know my job.*” In fact, his “job” at that point, was sabotage, and he knew it very well.
13. On the said 23 March 1998, **Morissette** set up a form to make it appear that my Welfare benefits were being applied for conditional on the outcome of a Normes du Travail complaint, which as you know is not a basis in law for conditional welfare, and also as you know, conditional Welfare benefits are paid only pending a decision of H.R.D.C. following an Employment Application.
14. By failing, neglecting and refusing to inform me, and CONCEALING from me the fact, that I must apply for Employment Insurance with H.R.D.C. to receive conditional welfare benefits pending an H.R.D.C. decision, **Morissette** wilfully misled me and set up a situation of non-compliance with procedure so as to open the door for CTQ-NDG to issue a refusal of benefits to which it knew I was fully entitled.
15. Between 23 March 1998 and 27 March 1998, CTQ-NDG issued three (3) refusals of benefits, all allegedly based on the lack of an Employment Record; while I had faxed letters to H.R.D.C. naming the employers in question and asking them to obtain those Records for me; I was willfully denied the information by CTQ-NDG that I must file an Employment Application *before* H.R.D.C. would commence procedures to claim the missing Employment Records.
16. When I telephoned **Pierre Dayen**, the supervisor of **Pierre Morissette** on 27 March 1998 after being told by a desk clerk that my benefits had been denied, **Dayen** informed me that the *reason* for the refusal was my failure to produce Employment Records; and he urged me to come in immediately and file APPEALS on that basis, KNOWING (but concealing from me) that such appeals would fail, since CTQ-NDG had never informed me I had to file an H.R.D.C. Employment Insurance application.
17. In a desperate effort to obtain my Employment Records to facilitate such an appeal, I called H.R.D.C., and spoke with my former UIC agent, Mr. Marvin York, who informed me that I had been subjected to incorrect procedure by CTQ-NDG, and advised me to immediately apply for Employment Insurance, or my welfare application had no basis in law on which to be granted. I applied for Employment Insurance by fax on 27 March 1998; and faxed a copy of the application to CTQ-NDG; along with a complaint to the offices of the Hon. Mr. Lucien Bouchard, which complaint was apparently referred to your offices.
18. In view of the FRAUD by **Morissette**, **Dayen**, and CTQ-NDG under Article 82 of the *Act* (as well as Article 83), I have applied to H.R.D.C. to REVISE my UIC application date from 27 March 1998 to 18 March 1998, the date of my welfare application, at which date the CTQ-NDG was obliged by law but failed to “assist” me “in drafting an application for a benefit”; otherwise, due to that FRAUD by CTQ-NDG, I will lose the qualifying delay from 18th March to 27th March 1998 and suffer a reduction in corresponding benefits under H.R.D.C. Employment Insurance.
19. CTQ-NDG is maliciously and deliberately doing all in its power to deny me access to *any* kind of benefits, whether income security, Employment Insurance, or the possible sums due and owing by former employers in consequence of an RCI insurability review; and to hamper my successful appeal at H.R.D.C. and a successful review at Revenue Canada Insurability.
20. I am also holding the Welfare Minister liable for the abuses of its agenets at CTQ-NDG and elsewhere, and for the deliberate hardship they wilfully inflicted by means of their fraud; and their refusal to provide documents needed urgently for my RCI review and my HRDC Employment Insurance appeal. In consequence of which, the Minister is held liable for damages to the full extent of the law, including damages under all relevant provisions of the *Charte des droits et libertés de la personne du Québec*, and art. 49 for exemplary damages.

3. COMPLAINT #3: THEFT OF DRESS USING DRY-CLEANING RECEIPT

PETTY HARASSMENT

21. In April 1997, while I was acting as an Independent Worker (Travailleuse autonome), I submitted dry-cleaning receipts as a proposed expense for reimbursement by the Minister. One of the receipts was for cleaning of a dress purchased in January, 1997, out of my January welfare benefits, to be used for job interviews and work. That dress had cost \$165.00 plus taxes. I personally placed the drycleaning receipt into the hands of **Fadi Harouny** **Fadi** at CTQ-NDG, and commented to him that I had not yet picked up the dress from the cleaners, but would appreciate adding the expense to my current reimbursement. Mr. Harouny took the receipt; after which, my dress vanished from the dry-cleaner, **Nettoyeur Lab**, located in the apartment building belonging to my former landlord, **Nahum**

Gelber, Q.C., to whom I have reason to believe Mr. Harouny and CTQ-NDG in general, have given illegal access to my Welfare records; and again to my medical records that CTQ-NDG itself illegally accessed *before* it tried to ratify its privacy abuses by railroading me into a "special benefits" status I had never requested.

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22. The dress that was stolen was the one and only dress I owned. Once again, CTQ-NDG found a way to abusively interfere with my ability to acquire income; I have reason to believe that the dry cleaning receipt given to Mr. Harouny was in turn given by him to Nahum Gelber, Q.C., or his agents at the St. Regis Apartment building, where one of my animals was stolen in broad daylight by one of Gelber's janitors after prior threats to do so; and that my dress was stolen in furtherance of harassment by Gelber and his friends at CTQ-NDG whose apparently self-styled mandate includes contacting all my landlords to force me to move out of any apartment I move into. (Example: in 1995, CTQ-NDG agent **Hugues Martin Lefebvre** lied to Hydro-Quebec to *cause* them to cut off my electricity at a Somerled apartment (corner ~~Wilson~~) where I had just moved in, and was then living. I spent 7-1/2 months in a 1-room walk-up with no lights, power, heat, stove, fridge, clothes iron, hairdryer, radio or tv, directly due to this particular abuse by Lefebvre, who when I met him to declare cheque stubs for 2 or 3 weeks of work that I had found, informed me that my benefits had in consequence been reduced to NIL; when I asked him about the monthly Hydro contract payment, Lefebvre looked into my file on his desk in front of him and said, "Oh, we already paid that". Lefebvre KNEW that he had in fact already FAXED Hydro-Quebec the following LIE: "She CANCELLED her Hydro contract". I ~~never~~ cancelled it; I had only started the Hydro contract that same month. Following the FAKE cancellation by Lefebvre, I had to ultimately move into a unit where the hydro was included in the rent to prevent having my Hydro cut off again

4. COMPLAINT #4: REFUSAL TO REIMBURSE INDEPENDENT WORKER EXPENSES

23. CTQ-NDG also owes me Independent Worker expenses from June/July 1997, which it has refused to pay. The documents on which those expenses are stated are the Independent Worker forms used for declaring work revenues and expenses; they are, of course, in the hands of CTQ-NDG, and form part of the work-related documents that **Fadi Harouny** refuses to provide copies of to assist in my 1997 "Reconciliation Statement and fiscal return".

5. COMPLAINT #5: ILLEGAL ACCESS & ATTEMPTED ILLEGAL ACCESS TO MEDICAL BUSINESS

24. I have never asked for "special benefits" on medical grounds, and CTQ-NDG has never required that I have a physician complete a Medical Report for "special benefits" on medical grounds. Nonetheless, in late April and early May fo 1998, **Pierre Dayen** of CTQ-NDG LIED to me in an attempt to get me to endorse and cash a special benefits cheque the issuance of which he disguised as a "difference" over and above my existing benefits. He carefully avoided using the real terminology, because the aim of CTQ-NDG was to trick me into cashing the cheque so it could be interpreted as "acceptance" of special benefits I had in fact never requested, a request for which no grounds exist.
25. This attempted trickery followed directly on the heels of **Fadi Harouny** threatening me by phone on 29 April 1998 after telling me he had issued my May 1998 benefits to a CLOSED bank account, and had just cancelled them and re-issued a cheque to arrive 6 days LATE. In fact, the cheque for \$434.00 in May 1998 benefits arrived on 6 May 1998, thanks to the help of a Canada Post employee who handed it to me outside the apartment building, since my landlord's building manager, **Al Chowdhery**, had suddenly ADMITTED TO ME on 5 May 1998, that he HAD stolen my welfare cheque, and said to me, "You're an educated person; you know the word isn't 'steal', it's 'acquisition'." I have reason to believe that a great deal of mail related to my current financial business with the CTQ-NDG, H.R.D.C., R.C.I. and also personal mail, has been recently stolen by this landlord at the instigation of CTQ-NDG. Since there is a LAW preventing welfare cheques from being put on Mail Hold at Canada Post, and requiring them to be sent THROUGH to the dwelling notwithstanding a mail-hold, CTQ-NDG can avail itself of the services of corrupt landlords to STEAL items such as FAKE "special benefits" cheques, and other financial documents, to help sabotage the rights of beneficiaries.
26. In this particular case, my rent was paid up until the first week of March 1998; this meant that on 8 May 1998, if I failed to make another rental payment, the landlord would be in a legal position to conduct an AUTOMATIC EVICTION INTO THE STREET to be ratified later at the Régie du logement.
27. The fact that CTQ-NDG: (1) sent my May 1998 cheque to arrive on May 6th (2 days after the legal ability to compain of it as LOST and thus have it cancelled and replaced); (2) CTQ-NDG tried in the SAME week to trick me into granting it access to my medical records and physicians by issuing a "special benefits" cheque I had never requested; (3) The landlord on 5 May 1998 BROKE INTO MY APARTMENT ILLEGALLY and CHANGED THE LOCKS, using the SAME police officer who had refused to investigate or file charges when the former landlord's janitor stole one of my animals as harassment to force me to move, and that this same officer ILLEGALLY and CRIMINALLY gave **Al Chowdhery** permission to BREAK THE LOCK on an occupied dwelling, after which my apartment was searched by Chowdhery, my 1997 agenda STOLEN, the newspaper off my bed STOLEN, files and diskettes STOLEN; all preparatory to a 3-month automatic eviction due on 8 May 1998; (4) the landlord ADMITTEd to my face that he was stealing from my mailbox; points to a PLAN:

28. CTQ-NDG withheld my existing \$434.00 in benefits to arrive on 6 May 1998; presuming that on 4 May 1998 I would apply to CTQ to CANCEL that cheque; and failing such application, my landlord could be relied on to STEAL the cheque out of my mailbox, to facilitate an illegal eviction on 8 May 1998. If the "special benefits: cheque issued in trickery ever did arrive, CTQ presumed that in the absence of the \$434.00 which it had contrived to issue too LATE to be accessible, or to have STOLEN to prevent me using it; that I would be FORCED to cash the \$100 illegal "special benefit"; which would still be too little too late to stop an eviction. If I then ended up on the street, and then likely in HOSPITAL, CTQ-NDG could have exploited the illegal special benefits to seize custody of me and have me psychiatrically confined, topping off years of harassment and abuse at their instigation; and punishment for my refusal to knuckle under to such harassment and abuse.
29. You are no doubt in receipt of copies of my letters on this subject faxed to the office of the Hon. Mr. Lucien Bouchard.
30. There is strong reason to believe that the ongoing harassment and abuses from CTQ-NDG are politically motivated; and the details of this have also been communicated in confidence to the office of the Hon. Mr. Lucien Bouchard.
31. In conclusion, the Minister is hereby called upon, without prejudice, and reserving all rights in law, to comply with sections 82, 83, 84, and 88 of the *Act*, so that I can comply with section 87 of the *Act*.
32. The Minister is also called on to ORDER DIRECT DEPOSIT of my future benefits to avoid mail-theft and sabotage by CTQ-NDG.

GOVERN YOURSELVES ACCORDINGLY.


Kathleen Moore
6420 Somerled, Apt. 303
Montreal, Quebec H4V 1S3
(514) 856-4636

Attachment: Letter to Revenue Quebec

Copy: The Hon. Mr. Lucien Bouchard ✓