

Court File No. CV-24-00002378-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

BARRIE MUNICIPAL NOT-PROFIT HOUSING CORPORATION

Plaintiff/Moving Party

and

LEAH DYCK

Defendant/Respondent

**MOTION RECORD
OF THE PLAINTIFF/MOVING PARTY
(RETURNABLE DECEMBER 24, 2024)**

October 4, 2024

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and

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Defendant/Respondent

NOTICE OF MOTION

The plaintiff/moving party will make a motion to a judge on December 24, 2024 at 9:30 AM or as soon after that time as the motion can be heard via Zoom videoconference at the Barrie courthouse, 75 Mulcaster Street, Barrie, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard

in writing under subrule 37.12.1(1) because it is;

in writing as an opposed motion under subrule 37.12.1(4);

orally via Zoom videoconference – the Court to avail the Zoom link prior to the hearing date

THE MOTION IS FOR:

1. An interim and/or interlocutory injunction requiring the defendant/respondent to remove all posts, in any form or in any media whatsoever (including but not limited to Facebook and www.freshfoodweekly.com), all statements about the plaintiff (or its employees), directly or indirectly, which are false, misleading and/or defamatory. Specifically: posts alleging, expressly or impliedly, that the plaintiff (or its employees) are criminals, are involved in criminal wrongdoing, are guilty of crimes, or otherwise any statements alleging criminality against the plaintiff (or its employees);
2. An interim and/or interlocutory injunction restraining the defendant/respondent from publishing, in any form or in any media whatsoever (including but not limited to Facebook and www.freshfoodweekly.com), any further statements about the plaintiff (or its employees), directly or indirectly, which are false, misleading and/or defamatory. Specifically: posts alleging, expressly or impliedly, that the plaintiff (or its employees) are criminals, are involved in criminal wrongdoing, are guilty of crimes, or otherwise any statements alleging criminality against the plaintiff (or its employees);
3. Costs of this motion on a substantial indemnity basis;
4. Such further and other relief as this honourable court deems just.

THE GROUNDS FOR THE MOTION ARE:

1. The plaintiff/moving party is a corporation incorporated pursuant to the *Not-for-profit Corporations Act* of Ontario. The plaintiff owns and operates various properties in the Barrie area for the primary purpose of providing accommodation to tenants who qualify for rent-geared-to-income.
2. The defendant/respondent is a tenant of the plaintiff.

3. Since in or about June 2024, the defendant/respondent has engaged in a malicious campaign of online defamation against the plaintiff and its employees.
4. The defendant/respondent's campaign of defamation includes over 100 online posts published across more than 30 various Facebook pages/groups/websites.
5. The content of the defendant/respondent's postings levy various unfounded, incorrect, and unsubstantiated allegations of criminality against the plaintiff (and its employees), which allegations include but are not limited to: theft, collusion, fraud, corruption, major crimes, cover ups of major crimes, comparisons to the Nazi regime, the fostering or promotion of an environment conducive to human trafficking, abuse, and other illegalities.
6. All of the defendant/respondent's posts are false, incorrect, misleading, and untrue, and are maliciously posted with the intention of maximizing the defendant/respondent's audience for the primary purpose of denigrating the plaintiff (and its employees) reputation and good name.
7. The defendant/respondent's posts are interfering with the plaintiff's ability to carry out its purposes and is causing reputational damage.
8. It is imperative that an injunction be granted by the Court as the defendant/respondent is unlikely to cease her campaign of defamation pending a trial of this action.
9. The plaintiff will suffer real prejudice if an injunction is not granted, including a diminishment of its reputation and good name.
10. The plaintiff has provided an undertaking in damages.
11. Rules 1.04, 37, 40.01 of the *Rules of Civil Procedure* and Section 101 of the *Courts of Justice Act*.
12. The *Libel and Slander Act*.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. Affidavit of Mary-Anne Denny-Lusk;
2. Affidavit of Soula White;
3. Affidavit of Ashley Sutherland;
4. Such further and other evidence as counsel may advise and this Honourable Court permit.

October 4, 2024

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Plaintiff/Moving Party

-and- **LEAH DYCK**
Defendant/Respondent

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ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
BARRIE

NOTICE OF MOTION

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AFFIDAVIT OF MARY-ANNE DENNY-LUSK

I, MARY-ANNE DENNY-LUSK, of the City of Barrie, County of Simcoe, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the Chief Executive Officer of the applicant, Barrie Municipal Not-Profit Housing Corporation (“Barrie Housing”) and have been since October 22, 2020. Prior to that, I was the finance manager for Barrie Housing as of July 11, 2016. As such I have personal knowledge of the facts deposed to herein, save where otherwise indicated.

OVERVIEW OF PROCEEDING

2. As detailed below, Barrie Housing seeks interim and permanent injunctive relief against the respondent, Leah Dyck, as a result of the respondent’s malicious campaign of defamation against Barrie Housing. For multiple years, but particularly since June 2024, the respondent has engaged in a campaign of defamatory statements against Barrie Housing, and its employees, which campaign of defamation is rooted in falsehoods, misinformation, and grandiose conspiracy theories. The respondent’s campaign of defamation has escalated into making public allegations of criminality against Barrie

Housing (and its employees), which allegations include, but are not limited to, theft, corruption, harassment, fraud, collusion, and more.

3. As further detailed below, but it goes without saying at the outset, that notwithstanding the deeply offensive nature of these allegations, Barrie Housing denies these allegations entirely and states as an unequivocal fact that Barrie Housing (nor its employees) have never been investigated, charged, tried, nor found guilty of any criminal wrongdoing.
4. I also wish to add the following: the respondent has commenced a proceeding against Barrie Housing and other parties before the Human Rights Tribunal. The basis of that proceeding is, at least in part, based on the unfounded allegations of criminality that the respondent is publicly disseminating. The within action is, in no way, intended to litigate, relitigate, or otherwise discuss at all the Human Rights Tribunal proceeding. However, as detailed below, the respondent is effectively live streaming all documents that are filed with the Human Rights Tribunal on Facebook and other internet platforms. In doing so, she is repeatedly disseminating these defamatory allegations by way of Facebook and other internet posts (namely on her website, www.freshfoodweekly.com), among other things. Those specific posts as they relate or are otherwise connected to the Human Rights Tribunal proceeding are only some of the impugned defamatory statements, and are relied upon herein as evidence only as to the respondent's defamation.

OVERVIEW OF THE PARTIES

5. Barrie Housing is a corporation incorporated pursuant to the *Not-for-Profit Corporations Act*. Attached hereto as **Exhibit "A"** is Barrie Housing's Articles of Incorporation evidencing same.

6. By way of overview, Barrie Housing is a non-profit housing provider in the City of Barrie. Barrie Housing owns and operates approximately 964 units in apartment and townhouse buildings across 14 locations. There are other organizations/entities in Barrie who own and operate similar properties.
7. Barrie Housing employs approximately 36 individuals who, together, implement, arrange, and oversee their various tenants. It would not be unfair nor inaccurate for me to say that all of Barrie Housing's employees take significant pride in their job and the service that Barrie Housing offers to its residents.
8. The majority of Barrie Housing tenants are tenants that qualify for rent-gear-to-income accommodations ("RGI") pursuant to, among other things, the *Social Housing Reform Act*. That act, together with other legislation, set out the requirements for tenants to qualify for RGI.
9. Generally speaking, applicants who are approved for RGI apply through the County of Simcoe. If those tenants qualify for RGI, they are placed on a list. When Barrie Housing has vacancies, they coordinate with the County of Simcoe for an eligible tenant to enter into a leasing arrangement with Barrie Housing.
10. The amount of rent payable by RGI tenants can fluctuate. It is, generally, a percentage of the tenant's income. If a tenant's sole source of income is by way of public assistance (including but not limited to ODSP, Ontario Works, or EI), different rules apply in respect of the maximum amount of rent that is payable by the RGI tenant.
11. Barrie Housing conducts an annual review/audit of its RGI tenants to determine the proper amount of rent payable by those RGI tenants. RGI tenants also have an obligation to report any change of income which may occur prior to the annual review/audit. In the event that

an RGI tenant's income changes (whether reported or captured during the annual review/audit), that tenant's rent payable may result in either arrears or a credit, depending on if that tenant has underpaid or overpaid their rent, if at all.

12. The respondent has been an RGI tenant of Barrie Housing since on or about April 21, 2009. Barrie Housing and the respondent are parties to a Tenancy Agreement executed on April 21, 2009. The respondent resides at 507-380 Duckworth Street, Barrie, Ontario, which is a property owned and operated by Barrie Housing. Attached hereto as **Exhibit "B"** is a copy of that Tenancy Agreement.
13. The Tenancy Agreement contains, among others, the following provisions:
 - a) 2.01 – *The rent subsidy is calculated by us from time to time based upon the rules in the Social Housing Reform Act, 2000. Even though rent subsidy is received from the municipal government, the municipality is not a party to this agreement and has no obligations to the Tenant. The monthly rent you will have to pay us will change if your income (or the income of anyone else who lives at the Unit) changes, or the charges and allowances set out in the law change.*
 - b) 2.02 – *You must give us the information and all relevant documents relating to any change of income or household composition in accordance with Schedule B, within 10 business days of when the change happens, so that we can calculate the rent adjustment and we can notify you of the change in your rent. If you fail to tell us that a change in household or income has occurred within the 10 business day period, you will no longer be eligible for rent-geared-to-income assistance. If at any time you fail to provide us with the information and documents we need to*

prove that you are entitled to rent subsidy, or if we believe acting reasonably that you have given us misleading, incomplete or false information, then we can:

- i) Require that you repay any rent subsidy for which you were not eligible;*
- ii) Terminate your rent subsidy within 90 days notice; and*
- iii) Apply to the Ontario Landlord and Tenant Board to evict you.*

14. Notwithstanding that I do not truly understand the respondent's vendetta against Barrie Housing, I generally understand it to be based on two "issues", namely:

- a) On or about May 9, 2022, the respondent had a credit on her account due to an overpayment of her rent. The respondent was paying her monthly rent directly and, at the same time, ODSP was paying directly to Barrie Housing a portion of the respondent's rent. Upon discovery of such overpayment, Barrie Housing credited the respondent with a cheque in the sum of \$2,628.53. As detailed below, the respondent believes that this is somehow evidence of Barrie Housing "stealing" from her and "all other tenants" of Barrie Housing; and
- b) The respondent used to, or may still, operate a charity called Fresh Food Weekly. That charity, as I understand it, provided food to those in need. The respondent believes (erroneously) that Barrie Housing (and/or its employees) have intentionally interfered with her charity's ability to raise funds.

15. Both of those allegations are denied in their entirety. In any event, these appear to be the basis on which the respondent has commenced her campaign of defamation.

Defamatory Posts

16. Given my history with the respondent – specifically her public attacks against Barrie Housing and against me, personally – I have blocked the respondent on Facebook. Therefore, her posts are not always visible to me directly.
17. On or about July 27, 2024, various people (including my husband, my employees, and my community partners) brought to my attention a series of Facebook posts authored by the respondent commencing June 2024. These posts were posted publicly on multiple Facebook pages and groups, together with posts on the respondent’s website, www.freshfoodweekly.com, which posts levy various allegations of criminality against Barrie Housing and its employees.
18. On September 7, 2024, we instructed our counsel to deliver notice to the respondent pursuant to the *Libel and Slander Act*. That notice was served personally on the respondent on September 7, 2024. A copy of that notice is attached hereto as **Exhibit “C”**.
19. The posts complained of are the following, all of which were authored by the respondent on her personal Facebook page or on her fresh wood weekly website:
 - a) July 23, 2024 – *“If you’d like to file a complaint about [Barrie Housing] or the #SCHC to the Office of the Ombudsman of Ontario and would like some help with it, I’d like to help you. If you’ve been wronged in any way and would like assistance in writing your complaint and/or submitting it, please send me an e-mail at ffwbarrie@gmail.com.*

It would be best if you had some sort of evidence to corroborate your claims. However, if you’re on RGI and ODSP, you’ve probably been “over-charged” too and have no way to prove it without an investigation because your public housing

provider and ODSP Office won't give you a financial breakdown of how much rent they charged you and how much the ODSP Office paid them for your rent. This is one of the reasons why we need to file complaints so the Ombudsman's Office can get a full understanding of the extent of what the [Barrie Housing] and SCHC have done to the most vulnerable in our community."

Attached hereto as **Exhibit "D"** is a copy of that post. It will be noted that the graphic for said posts includes "quotes" which read "we have no human rights" and "we're living in hell". I verily believe the caption to insinuate or otherwise by implication allege that Barrie Housing is infringing upon human rights. This is denied.

b) July 24, 2024 – *Hello again everyone,*

As some of you know, I tried to get a pro-bono lawyer for a class action lawsuit against [Barrie Housing] and the #SCHC, but the half-hour recorded phone call with their CEO admitted they "over-charged" me \$2700 was recorded two years ago, which is the time frame people have to sue, apparently. Although I'm still currently being "overcharged" as we speak, I have no proof because I don't have any financial breakdowns of my rent and my housing provider will not release this information to me or any other tenant receiving a disability benefit.

...

*I also read on the Ombudsman's website that they don't have legal jurisdiction **over criminal offences**. I wish they would have told me this when I first called and asked if they were the correct investigative authority for this matter. Although their*

website does say that if fraud is found, they'll contact the Office of the Independent Policy Review Director.

...

A criminal investigation into [Barrie Housing], the SCHC and the CCSS needs to happen immediately.

Will you reach out to national news outlets and ask them to put pressure on whoever has time to criminally investigate these government-funded agencies? BarrieToday (dot) com can't be trusted to report the truth so don't waste your time with them.

#publichousingfraud ... #socialhousingfraud ... #exploited ... #fraud

Attached hereto as **Exhibit "E"** is a copy of this post.

This post expressly or impliedly alleges criminality against Barrie Housing.

- c) July 25, 2024 – *"...The Human Rights Tribunal of Ontario served the respondents in my discrimination and **fraud** complaint this morning...*

The only remedy I will accept for Barrie Housing's fraud is jail time. The only way these people will comprehend what they've done to us is if they experience what prison feels like.

Attached hereto as **Exhibit "F"** is a copy of this post.

This post expressly or impliedly alleges criminality against Barrie Housing.

- d) August 10, 2024 – *"The [Barrie Housing] probably didn't respond to my claims because the investigation has already started and they're not allowed to deny these claims if evidence has already been produced."*

Attached hereto as **Exhibit "G"** is a copy of this post.

I verily believe that this post is attempting to insinuate or otherwise implicate, on false pretenses, that Barrie Housing is complicit or otherwise guilty in respect of the respondent's criminal allegations.

- e) August 18, 2024 – *“I also did a bit of research and it looks like the HTRO [sic] has 9,000 applications to process and they can only process 3,000 a year. So I feel very lucky and thankful that they're even able to help as much as they have already, which is letting the respondents know they've been caught. Thank god. I at least feel like I'm not going to get anymore harassing mail or eviction notices...”*

Attached hereto as **Exhibit “H”** is a copy of this post.

This post expressly or impliedly suggests that Barrie Housing has been “caught” in respect of criminal wrongdoing. It also alleges, without justification or truth, that Barrie Housing is illegally evicting (or attempting to illegally evict) the respondent and/or that Barrie Housing is harassing the respondent. These are allegations of a criminal nature, which are untrue.

- f) August 21, 2024 – In this Facebook post, the respondent shares a link to her website, www.freshfoodweekly.com wherein the title of the article referred to on the respondent's website says *“Major Crimes Being Covered-Up by Simcoe County & The City of Barrie.”*

Attached hereto as **Exhibit “I”** is a copy of this post.

- g) The article referenced in the paragraph above contains the following statements:
“... I realized that my housing provider, the Barrie Municipal Non-Profit Housing Corporation (BMNPHC) – also called ‘Barrie Housing’, is also “overcharging” their Rent-geared-to-Income (RGI) tenant's rent, deliberately. So this is stealing.

When I use this language, though, people seem to get uncomfortable, despite it being the correct language to use.

You would think that when a County or City is accused of major crimes, they'd be doing everything they can – or at least something – to demonstrate the allegations aren't true, as soon as possible, rather than ignoring them and hoping they'll go away.

I have a half-hour recorded phone call between myself and the BMNPHC's CEO admitting they "over-charged" me nearly \$2,700... They only gave me this money back after nine months of asking for it, and not until I threatened to tell national news outlets. Then they returned it immediately."

Attached hereto as **Exhibit "J"** is a copy of this article.

This post expressly or impliedly alleges criminal wrongdoing against Barrie Housing. This "article" plainly accuses Barrie Housing, and others, are participating in "major crimes" that are being "covered up".

- h) For context, attached hereto as **Exhibit "K"** is a copy of the phone recording between the respondent and Ms. Denny-Lusk. Thereafter, the phone recording was disseminated as "evidence" of criminal wrongdoing. The contents of this phone call are not accurately represented by the respondent. On plain listening to this recording, it clear that:
- i) I advised the respondent that she had overpaid her rent and there was a credit that was owing;
 - ii) Barrie Housing was determining the proper manner of handling this credit as the overpayment was due, in part, to ODSP paying Barrie Housing

directly, and Barrie Housing believed that the credit, or a portion of that credit, ought to be repaid directly to ODSP;

- iii) The respondent acknowledges and admits that she was receiving ODSP as well as some form of pension payment – which is not permitted – and that she owed some of those monies back.
- i) The respondent is intentionally twisting the contents of this phone call to suggest that the existence of the respondent having overpaid her rent is somehow evidence of theft or other criminal behaviour by Barrie Housing. The respondent herself admits in this phone call that she was receiving extra income that she ought not be receiving, which resulted in an overpayment of her rent, which was eventually returned.
- j) August 24, 2024 – “...*We all know my allegations **are fraud and discrimination.** What the respondents are failing to comprehend is that **fraud and discrimination are rooted in hate.**”
Attached hereto as **Exhibit “L”** is a copy of that post. The respondent is once again disseminating allegations of fraud against Barrie Housing.*
- k) August 28, 2024 – In this post, the respondent speaks of a document titled “Description of Activities” which is detailed below. It will be noted from that post that the respondent uses the hashtags “**#CoverUp #Fraud #MajorCrimes.**”
- l) Attached as **Exhibit “M”** is a copy of this post.
- m) As indicated above, the respondent shared a document titled “Description of Activities”. That document contains, among other things, the following:

- i) *“On the morning of Tuesday, June 18, 2024, I found this article: NYCHA Tenants Sue Over Early Exclusion From State Pandemic rent Relief, which was published on May 1, 2024. NYCHA stands for the New York City Housing Authority. Every single thing NYCHA tenant accuse their housing provider of doing is everything [Barrie Housing] and the SCHC have done here, in Simcoe County, and I’ve collected evidence, and would like to take action.”*
- ii) *“I don’t need a law degree to know this is the guiltiest behaviour someone could ever possibly demonstrate.”*
- iii) *“In this recording, [Mary-Anne Denny-Lusk] admits that they “overcharged” me \$2700. Overcharging someone is when you intend to give the money back. **So Mary-Anne is deliberately lying when she uses this language**”.*
- iv) *“I know **they’ve stolen thousands from other tenants as well**. I’ve asked other tenants on ODSP if they got any money back, or were even informed of this “overpayment” and not one single person was even told about this.”*
- v) *“**So I closed down my charity in January. In February, Barrie Housing promoted Ashley, the girl that stole from me, to manage my building...**”*

Attached hereto as **Exhibit “N”** is a copy of that document “Description of Activities”. Therein, the respondent plainly alleges against Barrie Housing (and its employees), lying and theft. These are untrue allegations.

- n) August 30, 2024 – *“Does anyone know if public housing providers can legally evict an Rent-Geared-to-Income (RGI) tenant for not working as a single mom with a severely autistic child?...*

Was Fresh Food Weekly also saving people from being illegally evicted by Barrie Housing?”

Attached hereto as **Exhibit “O”** is a copy of this post. The respondent expressly or impliedly alleges that Barrie Housing has, and is, illegally evicting tenants, which is denied. This is a clear allegation of “illegality”.

- o) On or about August 21, 2024, the respondent typed a letter which was printed and posted on other tenant’s doors as well as various locations within the respondent’s building. A copy of this letter is attached hereto as **Exhibit “P”**. As will be noted in that letter, the respondent states:

i) *“I was recently doing some research for ‘social housing as a health detriment’ research study, and realized that our housing provider, [Barrie Housing], is “overcharging” their RGI tenant’s rent, deliberately. So this is stealing. When I use this language, though, people seem to get uncomfortable with it, despite it being the correct language to use.”*

ii) *“Public Housing Tenants in Simcoe County is a Private Facebook Group for current and past tenants of the Simcoe County Housing Corporation, and [Barrie Housing].*

The City of Barrie, Simcoe County, [Barrie Housing], are accused of major crimes, including fraud...”

The private Facebook group is a place for current and past tenants to gather, connect, exchange information, ask questions, and get informed about what's going on with this matter."

This post is a clear attempt to incite "support" from other tenants on false pretenses, namely allegations of fraud.

20. The following are posts that are undated, but are believed to have been authored and posted after July 2024:

a) In a Facebook comment authored by the respondent, which comment was further to a post made by the respondent, the respondent states, in respect of her Human Rights proceeding: *"Yes, however, I'm hoping it might be fast-tracked. Someone recently told me that it took five months between the time they filed online, to the time the HRTO served the respondents. Mine took two-weeks. I feel it may be fast-tracked because thousands of people are currently being robbed as we speak."*

Attached as **Exhibit "Q"** is a copy of this comment. The respondent is clearly alleging, alluding, or implying that Barrie Housing is guilty of "robbing thousands of tenants".

b) On her fresh food weekly website, in a post authored by the respondent: *"Fresh Food Weekly had to shut down the biweekly meal box program that was feeding hundreds of starving people living on social assistance benefits in Barrie and Innisfil because [Barrie Housing] decided that disabled and elderly people didn't deserve to have fresh food and toilet paper delivered to them every other week... Barrie Housing staff hated her for being so good at feeding their hungriest tenants; which were, coincidentally, their poorest tenants who don't pay any rent at all,*

because of their disabilities.” Attached hereto as **Exhibit “R”** is a copy of this post. The respondent is plainly alleging that Barrie Housing “shut down her charity” (which is not true nor possible), and that Barrie Housing “hates” its “poorest tenants”. The post also insinuates or implies that Barrie Housing is discriminating against tenants living with disability. This is denied. In any event, these are serious and malicious allegations.

- c) On her fresh food weekly website, the respondent posted an article titled “History of [Barrie Housing] Discrimination.” That, plainly, alleges discrimination against Barrie Housing. The contents of that article include the following:

- i) *“unfortunately, many people share the same views as [Barrie Housing] and the SCHC which is that these people don’t deserve anymore of a handout than they’re already getting – this is why women stay with men who beat them, because at least they’re housed and fed.”*

A copy of this post is attached hereto as **Exhibit “S”**. The post plainly alleges or insinuates that Barrie Housing intentionally disadvantages those in need and further implies that Barrie Housing is somehow promoting domestic abuse.

- d) On her fresh food weekly website, the respondent posted an article titled “It’s [sic] been a long time coming”. The article posts a link to a video in which my face is on the thumbnail. The article includes the following allegations and veiled threats against me and Barrie Housing:

- i) *“When I tried to get help, I was silenced and no one listened, or even cared. I’ve had my name dragged in the dirt and have been called a liar.*

Every time this City or County moves, they destroy every good thing in their path.

Not anymore!

To those getting off on destroying innocent lives in Simcoe County...

Your days in command are numbered.

When [Mary-Anne Denny-Lusk] saw her tenants struggling, she shut down the best food charity in town. The last thing in the world this woman cares about is helping Barrie's poor people.

None of her tenants are excited about anything. That's why you'll never find an interview with a Barrie Housing RGI tenant saying anything positive about Mary-Anne Denny-Desk or Barrie Housing."

Attached as **Exhibit "T"** is a copy of this post. This post is incredibly offensive to me, and Barrie Housing.

- e) On her fresh food weekly website, the respondent posted an article titled "Millions Are Being Pumped Into Barrie Housing Projects Despite Claims of Major Crimes and Fraud. Attached hereto as **Exhibit "U"** is a copy of this article. The contents are not overly relevant, but the title is a plain allegation of "major crimes" and "fraud".
- f) On her fresh food weekly website, the respondent posted the following:
 - i) *"Leah is afraid the new housing developments will be missing structural materials that will not be listed in the construction costs. Leah believes that this is one of several schemes that the respondents (including Barrie Housing) are engaged in, to increase margins for part-owners."*

Attached hereto as **Exhibit “V”** is a copy of this article which implies corruption and collusion against Barrie Housing.

g) On her fresh food weekly website, the respondent posted a graphic, which is intentionally crafted in a way to look like a direct quote from an individual, states “*we have no human rights. We’re living in hell.*” Attached hereto as **Exhibit “W”** is a copy of this post. I verily believe this graphic to insinuate or otherwise imply that Barrie Housing is infringing on human rights and is causing its tenants to “live in hell”. This allegation is denied and is deeply offensive.

h) On her fresh food weekly website, the respondent posted a “September Newsletter” which includes the following:

i) *“I continue publishing for the thousands of Rent-gearred-to-Income (RGI) tenants in Simcoe County who’re being impacted by something nobody wants to stand-up against, and no one in authority cares about.”*

ii) *“There’s no way in hell that someone who’s been rescued from sex trafficking can mentally hold down a job; they are paranoid of being trafficked again and I don’t blame them. **Our housing providers are putting them in a situation to be trafficked again. And that’s not an exaggeration at all.**”*

Attached hereto as **Exhibit “X”** is a copy of this newsletter. The contents of that newsletter expressly or impliedly allege that Barrie Housing is facilitating or otherwise promoting an environment conducive to human trafficking. This allegation is incredibly offensive.

i) In a Facebook comment, the respondent stated the following:

- i) *“I don’t post anything but the truth. I take great pride in speaking pure truth 100% of the time. To think I would go around spreading inaccuracies shows how little you know of me and everything I stand for.*
- If you want to argue/disagree with me about my opinion on Kyle Dubas, that’s one thing. Go right ahead. **But don’t you dare post comments suggesting barrie housing staff aren’t thieving witches. Those women came straight from hell and defending them is a crime.**”*

Attached hereto as **Exhibit “Y”** is a copy of this comment. That comment plainly alleges that Barrie Housing staff are “thieving witches” and that they “came straight from hell”. These allegations are malicious and of a criminal nature.

- j) On her fresh food weekly website, the respondent posted a document titled “recipient testimonies”. These “testimonies” do not include the identities of the purported “witness”. I verily believe the contents of all of these “testimonies” to be a fabrication by the respondent to further tarnish the good name of Barrie Housing and/or otherwise an attempt to incite (on false pretenses) support for the respondent’s unfounded criminal allegations against Barrie Housing and its employees. Attached hereto as **Exhibit “Z”** is a copy of this document.
21. In the midst of preparing this affidavit, a post by the respondent dated September 9, 2024, came to my attention, which was posted on her website, fresh food weekly. That post includes the following:
- a) *“Barrie Housing continues to abuse their power by trying to silence me again.*
- I really can’t take this anymore.*

I've been in crisis ever since moving into Barrie Housing in 2009 and since Barrie Housing's CEO, Mary-Anne Denny-Lusk arrived in 2017, my life has been unbearable.

The people who run Simcoe County have hired a bunch of mafia "yes men", like Mary-Anne Denny-Lusk, Adele Baxter, Mina Fayez-Bahgat and all the other County-paid staff to "get rid of" Simcoe County's most vulnerable residents.

... only an investigation will reveal the extent of corruption within these governments. Together, they've systematically cut-off and blocked thousands of Simcoe County residents from receiving regular CPP, CPP Disability, the Ontario Disability Support Program (ODSP) benefit, the Old Age Security (OAS) benefit, and the Guaranteed Income Supplement (GIS) benefit, all while thousands of jobs are being lost. Our housing providers are illegally evicting Rent-Geared-to-Income (RGI) tenants and since no agencies or organizations have jurisdiction to investigate, all these people continue to get away with murder."

Attached hereto as **Exhibit "AA"** is a copy of this post.

- b) The above post expressly names myself and another employee of Barrie Housing, Adele Baxter, in some scheme of corruption. I should also add that Barrie Housing (nor its employees) have any involvement in the administration of public assistance, including those named in the respondent's post.
22. I believe all of the above posts to be defamatory against Barrie Housing and its employees. The posts all expressly or impliedly allege criminal wrongdoing against Barrie Housing and its employees. These are serious, deeply offensive allegations which have no factual

or evidentiary basis. I verily believe the campaign of posts is specifically designed to denigrate the good name and reputation of Barrie Housing and its employees. I further verily believe that the campaign is rooted in malice and specifically designed with the intention to incite or otherwise “recruit” others into making, or advancing, allegations on false pretenses of criminal wrongdoing.

ADDITIONAL POSTS

23. While in the process of drafting this affidavit, the following additional defamatory posts have been brought to my attention:

- a) On September 14, 2024, on her personal Facebook page, the respondent authored a post concerning and attaching a document filed by her before the Human Rights Tribunal. The post itself includes, among other things, the hashtags: “#BarrieHousing #Corruption #Fraud #MajorCrimes #WhiteCollarCrimdes #Abuse #Oppression #Tyranny”
- b) The document filed, and enclosed in the Facebook post, includes the following:
 - i) *“I’m only looking at this situation from ‘the outside’ and from my point-of-view, **the respondents are just as evil as the Nazis. In my opinion, if the respondents could legally turn their properties into concentration/death camps, they’d do it in a heartbeat. The facts are: 80 percent of the ice burg hasn’t been seen yet. The facts are: Anyone who doesn’t work for the respondents in both matters, doesn’t know the extent of corruption riddling Simcoe County.**”*

A copy of this post is attached hereto as **Exhibit “BB”**.

24. It goes without saying that the allegation that Barrie Housing (and its staff) are comparable to the Nazis and that Barrie Housing would, if it could, turn its properties into concentration/death camps is an outlandish and deeply offensive allegation. This is the most offensive allegation of the respondents.
25. On or about September 14, 2024, on her personal Facebook page, the respondent authored another post concerning an e-mail she had delivered to various members of parliament. In that post, the respondent states:
- a) *“I decided to take a different approach in these emails because clearly, telling MPs about thousands of poor people being starved by our own government isn’t alarming or even concerning to them. This time, I attempted to humanize myself by referring to times in my life when I wasn’t ‘owned’ by Barrie Housing and Simcoe County.”*
 - b) This post also uses the hashtags: **“#Corruption #Majorcrimes #Whitecollarcrimes #Barriehousing”**

A copy of this post is attached hereto as **Exhibit “CC”**.

26. The above post, again, plainly alleges criminality against Barrie Housing.
27. I should also add here that the respondent’s Facebook posts are not limited to her personal Facebook page or her website, www.freshfoodweekly.com. The respondent effectively copies and pastes each post and publishes these posts on as many Facebook pages/groups as she can in an effort to maximize her audience. The respondent has and likely will continue to regurgitate her defamatory posts across Facebook including the following various locations:
- a) Her personal Facebook page;

- b) www.freshfoodweekly.com;
- c) The Barrie Concerned Citizens Facebook page;
- d) The Barrie Concerned Citizens (uncensored) Facebook page;
- e) The Midland News & Community Commentary Group Facebook page;
- f) The Victoria Harbour, Ontario, Canada Community Hub Facebook page;
- g) The Moderated Barrie Politics Facebook page;
- h) The Barrie Ward 1 Community Board Facebook page;
- i) The ODSP/OW Increase is Not Enough Facebook page;
- j) The Low Income Homes/ Rent to Own Property & Housing Assistance Facebook page;
- k) The Ramara News – Community Group Facebook page;
- l) The Make New Friends in Barrie Facebook page;
- m) The Canadian Anti-Corruption Movement Facebook page;
- n) The Bradford & West Gwillimbury: What’s Happening Facebook page;
- o) The We All Live in Barrie (Ontario) Facebook page;
- p) The What’s Happening Wasaga Beach & Surrounding Area Facebook page;
- q) The Community of Stayner Facebook page;
- r) The What is Happening in Cookstown ON Canada Facebook page;
- s) The Local Orillia News Facebook page;
- t) The Help or Get Helped-with food, clothes and other needs Facebook page;
- u) The NDP Supporters Against Privatizing Public Services (Canada) Facebook page;
- v) The Alliston Residents & Neighbors Facebook page;
- w) The Barrie and Area Chats Facebook page;

- x) The Canadian Politics on Facebook page;
 - y) The What's Up Borden/Angus? Facebook page;
 - z) The Barrie Ward 2 Community Board Facebook page;
 - aa) The Uncensored and Diverse Canadian Political Discussion Facebook page;
 - bb) The Clearview News & Commentary Group Facebook page;
 - cc) The Bradford West Gwillimbury Housing Community, Ontario Facebook page;
 - dd) The Alliston Residents & Neighbors Facebook page;
 - ee) The Affordable Housing Comox Valley Facebook page;
 - ff) The People from Bradford! (Canada) Facebook page;
 - gg) The Barrie Ward 5 Community Facebook page;
 - hh) The Tiny Township: Community Discussion All Things Council Facebook page;
 - ii) The Innisfil Politics Facebook page;
 - jj) The Aurora Community Connection Facebook page;
 - kk) The Innisfil Families Unite Facebook page;
 - ll) The Barrie Mom's Group Facebook page;
 - mm) The Angus News & Commentary Facebook page; and
 - nn) The Tottenham What's Happening! Facebook page.
28. Given the significant number of different "groups" the respondent repeats her defamatory posts in, I verily believe that the above list of various locations is not complete and there are likely other groups/pages on Facebook in which the respondent publishes her defamatory statements.
29. I verily believe that the respondent is verbally disseminating the same allegations that she is posting online for any number of people to see to various people.

REPUTATIONAL DAMAGE

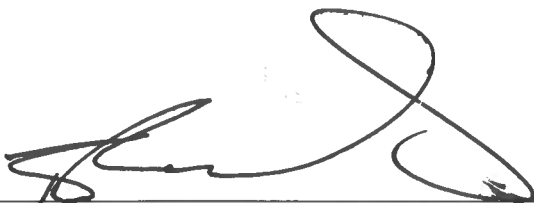
30. I verily believe that the instant and immediate nature of posting online – including on Facebook – has caused, or has the ability to cause, other readers of the respondent’s posts to view Barrie Housing in a poor light, under false pretenses. It is clearly evidenced that the respondent’s posts garner “support” from other users on Facebook – despite the allegations levied by the respondent being unfounded or not supported by evidence.
31. For example, on or about September 5, 2024, someone vandalized a Barrie Housing property (being a separate Barrie Housing property from the one that the respondent lives in). The vandalism was chalked writing, located outside the front entrance, which reads “NO MORE ABUSE!”. This chalked writing was plainly visible to all attendees of that property. Attached hereto as **Exhibit “CC”** is a photograph of the vandalism. The respondent was not the perpetrator of this vandalism, but the identity of the vandal has been confirmed and I verily and reasonably believe the vandalism to be connected to, or otherwise “inspired” by, the respondent’s defamatory campaign.
32. In addition, I personally, including other members of Barrie Housing’s board of directors, have been approached by our various community partners who have learned of the respondent’s online campaign and have expressed concerns to us.
33. For example, I was recently interviewing an applicant/candidate for a director vacancy. That applicant specifically inquired with me as to posts she had seen on Facebook and on the respondent’s website about the background of that dispute and how it is being managed.
34. Another partner, Kiddz Club, which is organized through local churches, contacted my staff to enquire what was going on with the respondent as a result of her posts.

35. I have been contacted by community partners connected to Habitat for Humanity who have seen the respondent's postings and expressed concern.
36. While no community partners have withdrawn from supporting Barrie Housing, I am legitimately concerned at the possibility of same as the respondent appears to attack anyone associated with Barrie Housing, including its supporters.
37. I am aware from other tenants who have reported directly to me or my staff that they feel "cornered" by the respondent whenever they cross paths as the respondent is talking poorly about the place other tenants call home.
38. I have had multiple employees express to me their stress and dissatisfaction of being named or otherwise included in Leah's campaign.
39. I am concerned that Barrie Housing staff will resign due to the defendant's campaign and further am concerned that Barrie Housing will have difficulty hiring subsequent employees for fear of being personally named and targeted by the defendant.
40. The respondent's campaign of defamation is deeply offensive to me and my employees. Dealing with constant attacks of a personal nature as well as attacks against Barrie Housing, which are rooted in unfounded allegations of criminal wrongdoing, take a significant mental and emotional toll on Barrie Housing's employees, including myself. In addition, having to deal with and otherwise respond to the respondent's campaign of defamation has, and will continue to, come at a cost (both time and monetary) to Barrie Housing, which takes away from Barrie Housing's resources which would otherwise be used to run Barrie Housing's operation.
41. I do not believe the respondent will cease her campaign of defamatory posts without court intervention.

UNDERTAKING IN DAMAGES

- 42. In order to obtain the injunctive relief sought in this application, the applicant hereby provides an undertaking to abide by any order concerning damages that the court may make if it ultimately appears that the granting of the interim injunction has caused damage to the respondents for which the applicant ought to compensate them.
- 43. I swear this affidavit in support of Barrie Housing’s seeking of interim and permanent injunctive relief restraining the respondent from her incessant, consistent, malicious campaign of defamation.

SWORN before me by Mary-Anne Denny-Lusk in the City of Barrie, County of Simcoe, Province of Ontario on October 4, 2024.



Commissioner for Taking Affidavits
(or as may be)

Riley C. Brooks
LSO# 813710


(Signature of deponent)

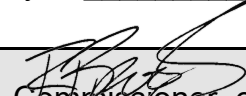
MARY-ANNE DENNY-LUSK

This is Exhibit "A"
Referred to in the Affidavit
Of Mary-Anne Denny Lusk
Sworn before me the 4th
Day of October, 2024


For questions or more information to complete this form, please refer to the instruction page.

Fields marked with an asterisk (*) are mandatory.

1. Contact Information


A Commissioner, etc.

Please provide the following information for the person we should contact regarding this filing. This person will receive official documents or notices and correspondence related to this filing. By proceeding with this filing, you are confirming that you have been duly authorized to do so.

First Name * Naz	Middle Name	Last Name * Faramarzian
Telephone Country Code 1	Telephone Number * 705-737-1811	Extension 121
Email Address *  nazf@hgrgp.ca		


2. Corporation Name



Every corporation must have a name. You need a Nuans report for the proposed name.

The corporation will have: *




- an English name (example: "Green Institute Inc.")
- a French name (example: "Institut Green Inc.")
- a combination of English and French name (example: "Institut Green Institute Inc.")
- an English and French name that are equivalent but used separately (example: "Green Institute Inc./Institut Green Inc.")

Nuans Report

New Corporation Name (Proposed) * 
Barrie Housing Beyond Homes Foundation

Nuans Report Reference Number *  122058696	Nuans Report Date *  February 13, 2024
--	--

3. General Details

Requested Date for Incorporation *  February 27, 2024	Primary Activity Code *  531112
Official Email Address *  info@barriehousing.com	

An official email address is required for administrative purposes and must be kept current. All official documents or notices and correspondence to the corporation will be sent to this email address.

4. Address

Every corporation is required to have a registered office in Ontario. This address must be set out in full. A post office box alone is not an acceptable address.

Registered Office Address *

033

 Standard Address Lot/Concession Address

Street Number *	Street Name *	Unit Number
339	Huron Road	
City/Town *	Province	Postal Code *
Barrie	Ontario	L4N 8Z1
Country		
Canada		

5. First Directors

A minimum of three directors are required. Please specify the number of directors for your Corporation. *

 Fixed Number Minimum/Maximum

Minimum Number of Directors *	Maximum Number of Directors *
3	15

Director 1

First Name *	Middle Name	Last Name *
Amanda		Fellows
Email Address		

Is this director also an Incorporator? * Yes NoAddress for Service * Canada U.S.A. International

Street Number *	Street Name *	Unit Number
17	Glenridge Rd.	
City/Town *	Province *	Postal Code *
Barrie	Ontario	L4N 2X9
Country		
Canada		

Director 2

First Name *	Middle Name	Last Name *
Krystal		Galbraith
Email Address		

Is this director also an Incorporator? * Yes NoAddress for Service * Canada U.S.A. International

Street Number *	Street Name *	Unit Number
35	Bernick Drive	
City/Town *	Province *	Postal Code *
Barrie	Ontario	L4M 5C1
Country		
Canada		

Director 3

First Name *	Middle Name	Last Name *
Suzanna		McCarthy

Is this director also an Incorporator? * Yes NoAddress for Service * Canada U.S.A. International

Street Number *	Street Name *	Unit Number
2	Meyer Ave	
City/Town *	Province *	Postal Code *
Barrie	Ontario	L4M 6Y1
Country		
Canada		

Director 4

First Name *	Middle Name	Last Name *
Marcie		McFadden

Email Address

Is this director also an Incorporator? * Yes NoAddress for Service * Canada U.S.A. International

Street Number *	Street Name *	Unit Number
20	Golfdale Rd	107
City/Town *	Province *	Postal Code *
Barrie	Ontario	L4N 6S4
Country		
Canada		

Director 5

First Name *	Middle Name	Last Name *
Ashley		Polischuik

Email Address

Is this director also an Incorporator? * Yes NoAddress for Service * Canada U.S.A. International

Street Number *	Street Name *	Unit Number
22	Brown Wood Dr	
City/Town *	Province *	Postal Code *
Barrie	Ontario	L4M 6N4
Country		
Canada		

Director 6

First Name *	Middle Name	Last Name *
Helen		Robb

Email Address

Is this director also an Incorporator? * Yes NoAddress for Service * Canada U.S.A. International

Street Number *	Street Name *	Unit Number
140	Dunlop Street East	1408

City/Town * Barrie	Province * Ontario	Postal Code * L4M 6H9
-----------------------	-----------------------	--------------------------

Country
Canada

Director 7 -

First Name * Tanya	Middle Name	Last Name * Saari
-----------------------	-------------	----------------------

Email Address

Is this director also an Incorporator? * Yes No

Address for Service * Canada U.S.A. International

Street Number * 40	Street Name * Peregine Rd	Unit Number
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City/Town * Barrie	Province * Ontario	Postal Code * L4M 6R1
-----------------------	-----------------------	--------------------------

Country
Canada

Director 8 -

First Name * Danielle	Middle Name	Last Name * Seiggel
--------------------------	-------------	------------------------

Email Address

Is this director also an Incorporator? * Yes No

Address for Service * Canada U.S.A. International

Street Number * 17	Street Name * Falcon Cres	Unit Number
-----------------------	------------------------------	-------------

City/Town * Barrie	Province * Ontario	Postal Code * L4N 0Y9
-----------------------	-----------------------	--------------------------

Country
Canada

Director 9 -

First Name * Brian	Middle Name	Last Name * Shelley
-----------------------	-------------	------------------------

Email Address

Is this director also an Incorporator? * Yes No

Address for Service * Canada U.S.A. International

Street Number * 33	Street Name * Golden Oak Crest.	Unit Number
-----------------------	------------------------------------	-------------

City/Town * Midhurst	Province * Ontario	Postal Code * L9X 0M4
-------------------------	-----------------------	--------------------------

Country
Canada

[Add Director \(+\)](#)

6. Purposes and Provisions (Maximum is 900,000 characters per text box. To activate the toolbar press "Ctrl + E")

Does the corporation intend to operate as a charity? * Yes No

You have indicated that the corporation intends to operate as a charity. It is the corporation's responsibility to ensure that the application contains exclusively charitable purposes and meets charity law requirements. 036

Purposes

Please set out the purposes of the corporation in the space provided below.

It is the applicant's responsibility to ensure that the application includes exclusively charitable purposes.

For more information and model purposes, visit the [Canada Revenue Agency's website](#).

The purposes of the corporation are *

To relieve poverty by providing support and incidental facilities including, without limitation, a food bank, and a furniture bank to individuals or families of low-income or limited means.

To relieve poverty by providing financial assistance to not-for-profit organizations providing housing to individuals or families of low-income or limited means.

To receive and maintain a fund or funds and to apply all or part of the principal and income therefrom, from time to time, to charitable organizations that are also registered charities under the Income Tax Act (Canada).

Special Provisions

Please refer to the ["Not-for-Profit Corporation Handbook"](#) for items that may be included in the special provisions section. For example, any restrictions on the activities that the corporation may carry on, or on powers that the corporation may exercise, should be set out here.

Because the corporation intends to operate as a charity, the following required special provisions will be included in the articles.

In addition to the special provisions below, you may add additional special provisions in the space provided.

The special provisions are

- a. Commercial purposes, if any, included in the articles are intended only to advance or support one or more of the non-profit purposes of the corporation. No part of a corporation's profits or of its property or accretions to the value of the property may be distributed, directly or indirectly, to a member, a director or an officer of the corporation except in furtherance of its activities.
- b. The corporation shall be subject to the *Charities Accounting Act*.
- c. No director shall receive remuneration for services provided in the capacity as a director, although they may be paid reasonable expenses incurred by them in the performance of their duties. Unless otherwise prohibited by the corporation, a director may be compensated for services other than as a director pursuant to the regulation made under the *Charities Accounting Act*, or with court approval or an order made under section 13 of the *Charities Accounting Act*.
- d. To invest the funds of the corporation pursuant to the *Trustee Act*.
- e. Upon the dissolution of the corporation and after satisfying the interests of its creditors in all its debts, obligations and liabilities, its remaining property shall be distributed to a Canadian body corporate that is a registered charity under the *Income Tax Act (Canada)* with similar purposes to its own, the Crown in right of Ontario, the Crown in right of Canada, an agent of either of those Crowns or a municipality in Canada.

If the corporation will have additional special provisions, enter them in the space below:

7. Incorporator(s)

Add the incorporator *

Individual Corporation

Individual 1

First Name *

Ashley

Middle Name

Last Name *

Polischiuk

Address for Service *

 Canada
 U.S.A.
 International

Street Number *

22

Street Name *

Brown Wood Dr

Unit Number

City/Town *

Barrie

Province *

Ontario

Postal Code *

L4M 6N4

Country

Canada

[Add Individual \(+\)](#)
8. Authorization
 * I, Naz Faramarzian

confirm that this form has been signed by all the required persons.

Caution - The Act sets out penalties, including fines, for submitting false or misleading information.

Required Signature [i](#)


Signature

Full Name

Ashley Polischiuk

[Save Form](#)
[Print Form](#)
[Clear Form](#)

**Tenancy Agreement
(MOVE IN LEASE)**

This Tenancy Agreement (called the "Agreement") is a legal agreement made between us, 
BARRIE MUNICIPAL NON PROFIT HOUSING CORPORATION
(called the "Landlord" or simply referred to as "we", "us" or "our" in this Agreement), and you,

LEAH DYCK

(individually and collectively called the Tenant or simply referred to as "you" or "your" in this Agreement)
under the *Residential Tenancies Act* . .

The Landlord's address for the purposes of this agreement and for service of any notices from you required under this agreement, the *Residential Tenancies Act*, or the *Social Housing Reform Act* is:
1016 - 74 CEDAR POINTE DRIVE in the City of BARRIE, ON L4N 5R7

1. Basic Terms

1.01 You have agreed to rent **Unit 507** the "Unit") of **380 DUCKWORTH ST., BARRIE ON L4M 6J8** (called the "Building"), and we have agreed to rent the Unit to you on the terms and the conditions contained in this Agreement. You understand that this building was developed under a prescribed government funding program and, because of this, there are some special rules and rights under the *Residential Tenancies Act* and the *Social Housing Reform Act* which apply to us as a social housing landlord. You agree that you have to comply with your obligations as Tenant under these Acts. We agree that we have to comply with our obligations as Landlord under these Acts.

1.02 The basic terms of this Agreement are as follows:

(i) The initial term of this Agreement begins **MAY 1, 2009** (being the day the Tenant is first entitled to occupy the Unit) and ends on **N/A** (called the "initial term");

(ii) *a pro-rated rent of \$56.00 is to be paid in advance to cover the period from **APRIL 24 - 30, 2009**, such occupancy is subject to the terms and conditions of the Tenancy Agreement.*

If we are unable to give possession of the Unit to you on the date you are entitled to have possession, we shall not be subject to any liability for failure to give possession and shall give possession as soon as we are able to do so. The Rent shall abate until we offer possession of the Unit to you. Our failure to give you possession on the date listed above shall not in any way affect the validity of this Tenancy Agreement and on your obligations or in any way be construed to extend the term of this Tenancy Agreement.

Occupants

(ii) Only the following people can live in the Unit in addition to the persons listed above:

NIAH BLAIS DAUGHTER DOB 090508

These persons listed in this section above are Occupants and not Tenants. Their occupancy rights end when the Tenancy is terminated. Occupants who reach the age of 16 may be required to become Tenants and your household will be required to sign a new lease for your Unit or make an amendment to this lease to reflect this change. Occupants who have not reached the age of 16 shall not under any circumstances whatsoever become Tenants, including but not limited to in the event of the death of a Tenant when no other living Tenants remain. Should the Tenant(s) cease to occupy the Unit for any reason, it is understood that the persons whose names are set out above have not and will not occupy the Unit as Tenants and will be considered trespassers and removed by the police under the *Trespass to Property Act 1990*, or failing that will be considered unauthorized occupants in accordance with the *Residential Tenancies Act*, and are responsible for paying compensation so long as they occupy the Unit.

Guest Policy

- (iii) Guests shall not be permitted to remain in the unit longer than fourteen (14) days without the prior written consent of the Landlord. In the event that Tenants wish to have a guest reside in the Unit for a period longer than fourteen (14) days, they must first obtain the written approval of the Landlord. The property manager may agree to the stay and will confirm in writing the length of the stay permitted. The property manager may refuse the request if it appears the guest does not intend, or has no prospects of, moving at the end of the agreed-to Guest term, or if staff or tenants have complained about the guest's behaviour, and those complaints have been found to be valid.

At the end of the Guest term, the property manager will check to ensure the Guest has left. Guests who wish to stay beyond the normal Guest term may apply to become Tenants immediately (see additions to the household). If a Guest continues to stay in the unit without the non-profit's permission, the non-profit may cut off the household's rent subsidy with 90 days written notice. The Tenant has the right to ask for a review of this decision. Tenants are responsible for the behaviour of their Guests at all times. Should the Tenant move out of the unit, the Guest must also move out. Any guests staying in the unit after the lease-holding Tenant moves out will be considered trespassers and removed by the police under the *Trespass to Property Act 1990*, or failing that will be considered unauthorized occupants in accordance with the *Residential Tenancies Act*, and are responsible for paying compensation so long as they occupy the Unit.

Death of a Tenant:

- (iv) Upon the death of a Tenant(s) where no other living Tenant(s) remains, this Tenancy Agreement or any renewal thereof shall terminate thirty (30) days after the death of the Tenant(s). Any Guests staying in the unit after that time will be considered trespassers and removed by the police under the *Trespass to Property Act 1990*, or failing that will be considered unauthorized occupants in accordance with the *Residential Tenancies Act*, and are responsible for paying compensation so long as they occupy the Unit.

In the event that there is more than one Tenant and upon the death of one of them, the tenancy agreement shall be deemed to be amended to include the remaining Tenant(s) as Tenant(s), along with the Estate, heirs or personal representatives of the deceased Tenant for a period of thirty (30) days after the death of the Tenant, after which time the rights of the Estate, heirs or personal representatives to hold the status of Tenant ends, and the lease is deemed to be amended to include the surviving Tenant(s) only.

Additions to Households:

- (v) Tenants must report any new persons in the unit within 10 business days of their moving into the unit if they wish to have them stay longer than the fourteen (14) day Guest term. Guests wishing to stay permanently and become Tenants must make a written request to the property manager before their Guest term of stay is over. Persons wishing to join a household receiving RGI subsidy must apply to the non-profit, and submit proof of their income. The person must be eligible to receive RGI subsidy in order for the household to continue to qualify for RGI subsidy. He or she must be a Canadian citizen, landed immigrant or refugee claimant, not under a deportation or departure order, not be in arrears to a social housing provider in Ontario, not be guilty of obtaining RGI subsidy wrongfully, or of misrepresenting income within the last two years, not own residential property unless they agree to sell their property within 180 days of moving in and not have income or assets that place the household above local income or asset limits.

If the newcomer is not eligible for RGI subsidy, the non-profit will inform the Tenant. The non-profit may allow the newcomer to become a Tenant or occupant, but will remove the entire household's subsidy with 90 days written notice. If the newcomer is eligible for RGI subsidy

and is not disqualified for any other reason set out in this agreement, then the non-profit will allow him or her to become a Tenant. The household, including the newcomer, will be required to sign a new lease. The non-profit may also refuse to allow the newcomer to become a Tenant, on grounds permitted under O. Regulation 339/01, in cases where it would be contrary to the non-profit's mandate, if they have a rental history of non-payment of rent, if the non-profit has reasonable grounds to believe that it is unreasonable for the household to reside in shared accommodation, if the physical characteristics of the unit do not suit the needs of the household or if a special needs unit, the level of service required is significantly greater or less than the level of service needed by the household.

If the newcomer will not move out after a decision has been made denying the Guest the right to become a Tenant, then the Landlord may evict the entire household by bringing an application before the Ontario Rental Housing Tribunal to terminate the tenancy after having served the proper notices as required by the *Residential Tenancies Act*.

(vii) The monthly rent paid by you as of the first day of the initial term includes only:

<u>Appliances/Facilities</u>	Yes/No	<u>Utilities</u>	Yes/No
a refrigerator	(<u>Y</u>)	water/sewage charges	(<u>N</u>)
a stove	(<u>Y</u>)	cable/satellite television	(<u>N</u>)
laundry facilities	(<u>Y</u>)	heating equipment charges	(<u>N</u>)
a locker	(<u>N</u>)	hydro electric charges	(<u>N</u>)
a parking space	(<u>N</u>)	hot water TANK RENTAL	(<u>Y</u>)
		natural gas	(<u>N</u>)
		other _____	

Any expenses, charges, services and/or appliances you may need which are not included in your monthly rent, are your responsibility to arrange for, pay for and/or supply to the Unit, subject to the other terms of this Agreement;

(viii) You have paid us a deposit equal to the monthly rent in the amount of N/A (you will increase this deposit as the monthly rent increases). We will apply this deposit to the rent you will have to pay for the last month you occupy the Unit. We will pay you interest on this deposit each year at the rate prescribed by law; and

(ix) You have been accepted as a tenant on the understanding that you will pay rent on a rent-geared-to-income basis.

2. Rent

2.01 As of the first day of the initial term, you will pay us rent calculated as follows:

Market rent		\$847.00
minus rent subsidy		-\$562.00
plus or minus other charges		
UTILITY CREDIT		-\$47.00
equals monthly rent	=	\$238.00

The rent subsidy is calculated by us from time to time based upon the rules in the *Social Housing Reform Act, 2000*. Even though rent subsidy is received from the municipal government, the municipality is not a party to this agreement and has no obligations to the Tenant. The monthly rent you will have to pay us will change if your income (or the income of anyone else who lives at the Unit) changes, or the charges and allowances set out in the law change.

2.02 You must give us the information and all relevant documents relating to any change of income or household composition in accordance with **Schedule B, within 10 business days** of when the change happens, so that we can calculate the rent adjustment and we can notify you of the change in your rent. If you fail to tell us that a change in household or income has occurred within the 10 business day period, you will no longer be eligible for rent-geared-to-income assistance. If at any time you fail to

provide us with the information and documents we need to prove that you are entitled to rent subsidy, or if we believe acting reasonably that you have given us misleading, incomplete or false information, then we can:

- (i) require that you repay any rent subsidy for which you were not eligible; and
- (ii) terminate your rent subsidy with 90 days notice; and
- (iii) apply to the Ontario Landlord and Tenant Board to evict you.

- 2.03 Schedule B has been attached to this Agreement, which you agree to comply with as if it were part of this Agreement.
- 2.04 In the event that your circumstances change and you no longer meet the occupancy standards outlined in Schedule C of this agreement, we may:
- (i) place your name on our internal transfer list for a more appropriate size of unit;
 - (ii) after one year on the internal transfer list, if you have not moved to a unit of the right size, require that you place your name on the centralized waiting list for social housing in our service area;
 - (iii) terminate your rent subsidy with 90 days notice if you choose to withdraw your name from the centralized waiting list for an appropriate size of unit;
 - (iv) after you have turned down three offers of a unit of the right size while you are on the internal transfer list or the centralized waiting list, terminate your rent subsidy, with 90 days notice.
- 2.05 In the event that your circumstances change and you no longer meet the eligibility criteria for rent-geared-to-income as outlined in Schedule D of this agreement, we will discontinue your rent subsidy with 90 days notice.
- 2.06 If at any time, we discover that you or anyone on the lease owe any other non-profit or social housing provider any monies, you will have to make arrangements, acceptable to the non-profit or social housing provider to whom you owe the monies, to repay the monies and abide by these arrangements or you will lose any rights to a rent subsidy.
- 2.07 Rent must be paid every month on or before the first day of each calendar month by cheque or money order or electronic funds transfer. If a cheque you give us is not honoured, then you must pay us the service charge we have to pay as a result, together with our administration charge of \$20.00.
- 2.08 It is understood that any payment you make to us will be applied against your account in a manner at our sole discretion, and will generally be applied to the oldest outstanding debt, whether that debt is rent, services charges or fees, unpaid utilities that you may be responsible for, or any other monies owing to us which we are entitled to collect.

You will have to pay additional charges for any of the following:

- (i) additional keys = \$20.00
- (ii) replacement keys = \$20.00
- (iii) transferring to another apartment if you request the transfer \$ _N/A_
- (iv) extra hydro for having an air conditioner/ washer /dryer in the Unit \$ _N/A_
- (v) locker/storage space \$ _N/A_
- (vi) block heater plug-ins \$ _N/A_
- (vii) Any other separate service or facility that we both agree that we will provide for an additional charge

Item EXTRA PARKING Charge \$15.00 MONTHLY

3. Some Tenant Obligations

3.01 You, as Tenant, agree:

- (i) to use the Unit as your personal residence for occupancy by you, together with only the people listed in section 1.02(ii) or anyone we may approve of from time to time in writing;
- (ii) not to assign, sublet or part with possession of the Unit or any portion of the Unit;
- (iii) to keep the Unit (including any appliances and other areas or facilities we rent to you) clean and maintained in a way a reasonable person would and leave the Unit and any appliances and other areas or facilities clean and in good condition when you move out (except for normal wear and tear);
- (iv) to pay us the cost of any repairs for any damage to the Unit and/or the Building, caused by any act or neglect by you, your guests and/or your pets, except for normal wear and tear;
- (v) to give us written notice of any damage which exists or any repairs which may be needed in the Unit or in the Building as soon as you become aware of it, and give us a reasonable chance to fix it; and you agree that we are not liable for any repairs for which we have not received a written notice;
- (vi) that if you do not give us written notice within ten days of moving into the Unit of the need to repair something, we can assume that no repairs were needed when you moved in;
- (vii) to respect the rights of other tenants and occupants of the Building, as well as of our staff, so that you and your guests will not make unreasonable noise, nor will you or they interfere with the reasonable enjoyment of the Building by others;
- (viii) to comply with the rules (and make your guests comply with the rules) we establish, as we may amend them from time to time (including the current rules, a copy of which is attached as Schedule A); and
- (ix) to comply with your obligations and exercise your rights as a tenant under the *Residential Tenancies Act* in a reasonable way.

3.02 If you decide to keep a pet you are responsible for your pet, what your pet does and the effect your pet has on other residents. You will not allow your pet or any pet you bring on the premises to disturb the reasonable enjoyment of the premises by us or other tenants. You agree that you will be responsible for the cost of repair of any damage or any loss which may be caused by your pet.

3.03 You agree not to:

- (i) make any changes or alterations to the Unit (like the attachment of shelves or the building of a partition in the Unit), or any Building systems (like plumbing or electrical services) without our prior written consent. If we do consent to a change or alteration to the Unit, then whatever you have installed becomes our property, which you cannot remove and for which we will not pay you; or
- (ii) bring into the Unit or use in the Unit any large appliance or other large machine, that uses a lot of electricity or water, like a stove, dishwasher, refrigerator, freezer, air conditioner, clothes washing machine or clothes dryer, without getting our prior written consent. If we give you that consent, you must follow whatever conditions we specify concerning bringing in and use of the appliance.

4. Access

4.01 You agree that we, our employees, agents, contractors and others expressly authorized by us from time to time, may enter the Unit and shall be allowed free and uninterrupted access to the Unit from time to time and at any time:

- (i) without notice if we or our employee, agent, contractor or other person expressly authorized by us to enter, believe that an emergency may exist;
- (ii) without notice if you consent at the time of entry;

- (iii) between 8:00 a.m. and 8:00 p.m. every day in accordance with written notice served upon you at least twenty-four hours prior to the time of entry specified in such notice for any purpose, including:
 - (a) to undertake repairs and/or to perform work (including pest control) and other alterations and/or improvements;
 - (b) to allow a potential mortgagee (or a mortgagee), a potential purchaser (or a purchaser), an insurance adjuster, a real estate agent, an appraiser, an insurance adjuster and/or a potential insurer (or insurer) of the Building to view the Unit;
 - (c) to inspect the Unit, from time to time; and
- (iv) between 8:00 a.m. and 8:00 p.m. every day, without written notice, to show the Unit to people who may want to rent it after a notice of termination has been given by us or given by you and/or we and you have agreed to terminate this Agreement, provided that we inform or make a reasonable effort to inform you beforehand.

4.02 When entering the unit in accordance with 4.01, we, our employees, agents, contractors and others expressly authorized by us from time to time, may record the results of such entry through notes, photographs and/or video recording.

4.03 The locks on the door of the Unit or within the Unit must not be changed and no new locks can be installed without our prior written permission. If we want to change the locks or the security system at the Building (as well as the locks on the door to the Unit), you agree that we can do it without asking for your permission, as long as we give you notice of the change and we offer you a new key or access mechanism.

5. Repairs, Renovations and Alterations

5.01 We can perform whatever repairs, renovations or other alterations we think are reasonable or beneficial to the Unit and/or the rest of the Building.

6. How Long You Can Live in the Unit

6.01 If we do not make another agreement with you, in writing, before the last day of the initial term (and neither you nor we have terminated your tenancy in accordance with this Agreement), then on the first day after the initial term, your tenancy will continue on a "month-to-month" basis in accordance with the *Residential Tenancies Act*.

6.02 If you are moving out, you must give us at least sixty days written notice prior to the date you will be leaving, which date must be the last day of a tenancy period. If you are living in the Unit on a month-to-month basis, the last day of a tenancy period will be the last day of a calendar month. You are responsible for paying rent until the end of the 60-day notice period. Once you give us the notice that you are moving out, you cannot change your mind. If you do not move out when you are supposed to we can evict you and you will have to pay any damages that we or any person suffers.

6.03 We can terminate this Agreement if you misrepresent your household income.

6.04 We can also terminate this Agreement for any other reason allowed under the *Residential Tenancies Act*. Our right to terminate your tenancy will not be enforced until we have given you the sort of notice of termination we are supposed to give you and we have done what the *Residential Tenancies Act* requires us to do in order to evict a tenant.

6.05 If there is damage to the Unit or the Building, like a fire, so that the Unit and/or the Building is not fit to live in, then this Agreement will be at an end and you must move out.

7. Abandoned Belongings

7.01 If your rent is ten (10) days late and you have removed your personal belongings (except for things which appear to be rubbish, which we may dispose of immediately), we are entitled to assume that you have permanently left the Unit. In that event, we will immediately take possession of the Unit so that we can rent it to someone else, without your permission or an order from the Ontario Landlord and Tenant Board, and without limiting all of our other rights against you for any breach by you of this Agreement or any law.

- 7.02 If any furniture, clothes or other personal belongings are left in the Unit after you:
- (i) have moved out or appear to have moved out (so that we, acting reasonably, believe that you have abandoned the Unit) and we have either obtained an order from the Ontario Landlord and Tenant Board or given the proper notice referred to in the *Residential Tenancies Act*; or
 - (ii) have moved out of the Unit as a result of an agreement to terminate or a notice of termination; or
 - (iii) are evicted from the Unit; or
 - (iv) die and the tenancy is deemed to have been terminated as a result of your death,

we may remove such goods immediately and store them elsewhere (although we shall be entitled to dispose of any unsafe or unhygienic items immediately).

In the event you abandon the Unit pursuant to 7.02(i) we are entitled to dispose of your property (including selling or keeping it for our own use) 30 days after we have mailed you a letter telling you we are disposing of the property, to the last known address that we have for you, or 30 days after an order has issued from the Ontario Landlord and Tenant Board declaring your Unit abandoned. You agree that you will pay to us all of our costs and expenses in storing and/or disposing of your clothes, furniture or other personal belongings.

If you have moved out of the Unit as a result of an agreement to terminate or a notice to terminate, or an order of the Ontario Landlord and Tenant Board, we may dispose of your belongings (including selling or keeping them for our own use) immediately and without notice to you.

If you are locked out of the unit by a court enforcement officer as a result of an order of the Ontario Landlord and Tenant Board, we may dispose of your property (including selling or keeping it for our own use) after 72 hours from the time the locks were changed and without notice to you.

If you are the sole tenant and you die, we are entitled to dispose of (including selling or keeping it for our own use) your property after 30 days from the date of your death and without notice to your estate.

8. No Liability

- 8.01 You agree that we are not responsible for any damage caused to your property in the Unit, or elsewhere in the Building, no matter what the cause is, unless it can be proven that our negligence was the sole cause. We are also not responsible for any injury to you or any other person, which occurs for any reason, whether it occurs in the Unit or anywhere else in the Building, unless it can be proven that our negligence was the sole cause. If something breaks down (even if we are responsible to fix it), we are also not responsible for any personal injury, illness or discomfort that anyone may suffer because something is broken, as long as we try to fix it when we are supposed to. We are also not responsible if you or one of your guests are hurt or any damage is caused because of the act or negligence of another tenant/resident and/or one of her/his guests.

You also agree that if we do repairs or renovations to your Unit or the Building, we are not liable to you for any claim that we are disturbing your reasonable enjoyment of the premises, or withholding or discontinuing any vital service, so long as we do the work in a timely manner.

- 8.02 You agree that it is your responsibility to arrange for your own insurance coverage if you wish to insure your property against loss or damage, or the cost of any claims against you for damage to your Unit or injury to other people.

If you decide not to arrange for your own insurance coverage, we are not liable for any claim that you make that could have been covered by your own insurance coverage.

9. Parking

- 9.01 If parking is not included in your rent but you want to rent a parking space from us, then if one is available, we will rent it to you, at the monthly parking charge in effect at that time. You will pay the parking charge to us with your rent for the Unit each month, and the amount of the parking will become a part of and be included in your monthly rent.

9.02 If you have the use of a parking space, you agree to follow the rules we establish for the use of this parking space. These rules include the requirement that only cars that can be legally driven on a public road with current license plates can park there. You also agree that we can change the location of your parking space (if you have one) from time to time, as long as we give you twenty (20) days prior notice of the change.

10. Disclosure of Information

10.01 You give your consent and authorization to us to disclose the information you give to us concerning income and household composition to any municipal, provincial or federal department and any agency that assists in the provision of social housing, social agencies providing social assistance to you, or any credit information company.

10.02 You agree that you will provide us with certified income tax forms or income assessment forms from Canada Customs and Revenue Agency on request, and consent to us obtaining these forms directly from Canada Customs and Revenue Agency for the purpose of confirming income and asset statements, at any time during the term of this tenancy agreement or any renewal of it.

10.03 You also consent to us obtaining a credit report at any time during the term of this tenancy agreement or any renewal of it.

10.04 You consent to us providing information on any orders obtained from the Ontario Landlord and Tenant Board or divisional court against you for payment of rent arrears to any municipal department or agency administering social housing waiting lists in accordance with the *Social Housing Reform Act*.

10.05 You also consent to allow the Landlord to disclose any information arising from any tenancy between us and any information in the rental application to present or future mortgagees, potential purchasers, utility providers, accountants, government agencies, financial institutions, insurance providers, telecommunications providers, financial institutions, lenders and prospective lenders.

10.06 This consent is given under the provisions of the *Personal Information Protection and Electronic Document Act*. This consent is valid until revoked in writing. A Tenant may, at any time, request from the Landlord's Privacy Officer its complete Privacy Policy, and may request that the Privacy Officer provide information about the data collected and retained with respect to the Tenant or prospective Tenant, and may also obtain a Privacy Complaint Form for the purpose of resolving disputes with respect to the use of said information.

11. Notices and Authority

11.01 We can deliver notices to you about anything having to do with the Unit, this Agreement or any other matter by delivering a written notice directly to you at the Unit. If you are away or if you are trying to avoid receiving a notice, we can give the notice to any person who looks like an adult who is in the Unit. We can also leave the notice in the mail box or other place where mail is ordinarily delivered to you or send it to you by mail at the Unit or deliver it by any other means allowed by the *Residential Tenancies Act*.

11.02 Our legal name for the purpose of giving notice or other documents to us, as the landlord, is ***BARRIE MUNICIPAL NON PROFIT HOUSING CORPORATION***. If you want to give us notice of something, it is best to deliver it personally to your ***SUPERINTENDENT*** or someone who works for us in the ***Management Office at 1016 – 74 Cedar Pointe Drive Barrie***. Notices can be sent by mail to our legal address for the purposes of giving notice or other documents to us under the *Residential Tenancies Act*, which is ***1016 – 74 Cedar Pointe Drive Barrie ON L4N 5R7***. If you mail a notice to us, then you can't hold us responsible for not acting on it until after we have actually received the notice. We can change the address where notices or other documents are supposed to be delivered to us by giving you notice telling you what our new address is.

11.03 You understand that not everyone who works for us has the authority to speak for us. Therefore, if you have to make an agreement or arrangement with respect to the Unit, the Building or anything else related to this Agreement, it is only binding on us if it is in writing and signed by our **PROPERTY MANAGER**.

12. General

- 12.01 This Agreement is meant to complement our rights under the *Residential Tenancies Act*, but it does not limit or modify our rights under the *Residential Tenancies Act* and other relevant laws. If, for some reason, a part of this Agreement can't be enforced, the rest of the Agreement will not be affected, and will still be enforceable. All references to the *Residential Tenancies Act* in this Agreement include any regulations under that law and any successor laws which might be enacted to replace or add to it.
- 12.02 Even if we accept payments from you, or let you stay in the Unit after we have an order evicting you, you will have to leave the Unit unless we agree in writing that you can stay. Also, if you have given us notice that this Agreement has ended, or if we agree with you to end this Agreement, and you change your mind about moving out, you will have to leave the Unit, unless we agree in writing that you can stay. If we give you extra time to do something that has to be done under this Agreement, or if we don't complain when you do something that is not permitted in the Unit or at the Building, we can still later insist that you do everything that you are supposed to do according to this Agreement.
- 12.03 This Agreement creates rights and obligations for you and us, which are binding upon and which can be enforced and enjoyed by our successors and assigns and by your heirs, executors, administrators, successors and authorized assigns.
- 12.04 If more than one person is a "tenant" of the Unit, each person is fully responsible to comply with this Agreement. Therefore, if, for example, one tenant does not pay her or his share of rent, the other tenant or tenants are not excused from their obligation to make sure that we are paid the entire monthly rent. This is called a "joint and several" tenancy agreement which means that each tenant is equally responsible and individually responsible for all the obligations under this Agreement.

13. Agreement and Acknowledgment

13.01 We, the Landlord, have read this Agreement and understand what we have to do as the owner of the Building.

BARRIE MUNICIPAL NON PROFIT HOUSING CORPORATION

Date: Apr. 21 2009

by its Agent
DMS PROPERTY MANAGEMENT LTD.

NAME: PATTI REID

SIGNED: [Signature]

TITLE: PROPERTY ADMINISTRATOR

13.02 I/We, the Tenant, have had a chance to read this Agreement and I/we have been encouraged to read this Agreement very carefully. I/We understand my/our rights and responsibilities as a tenant at the Building, which I/we agree to fully obey as the Tenant. I/We agree that any Schedules to this Agreement form a part of this Agreement and that I/we will comply with the terms and conditions of the Schedules, as well as this Agreement. We acknowledge that the Landlord may change these schedules from time to time, and we agree to comply with any new schedule when we receive a copy of it.

X Date: April 21 2009

X Tenant [Signature]

Tenant _____

Tenant _____

13.03 I (we) have received a copy of this Agreement signed by BARRIE MUNICIPAL NON PROFIT HOUSING CORPORATION and by me (us).

X Date: April 21 2009

X Tenant [Signature]

Tenant _____

Tenant _____

Schedule A

RULES AND REGULATIONS:

- Fumigation 1.** The furniture, furnishings and personal effects of the Tenant to be brought into the Leased Premises shall be in clean and in sanitary condition, shall be subject to inspection by the Landlord who may require the Tenant to fumigate same at the Tenant's own expense before they are moved into the Leased Premises. The Landlord from time to time during daylight hours throughout the occupancy of the Leased Premises by the Tenant shall have the right to enter into the Leased Premises by giving twenty-four (24) hours notice in writing to the Tenant to inspect the Leased Premises and all furniture, furnishings, and at its' option may undertake and carry out at the sole expense of the Tenant all appropriate steps by fumigation or otherwise to eliminate rodents, vermin, bedbugs or other like infestations infesting the Leased Premises.
- Moving 2.** Household furniture and effects of the Tenant, shall not be taken into or removed from the Leased Premises except at such times and in such manner as may be previously consented to and approved by the Landlord, and all damage to the Leased Premises or to the building caused by moving such furniture and effects into or out of the Leased Premises shall be repaired by the Tenant at his/her sole expense. Hours of moving will be between 8:00 a.m. to 8:00 p.m.
- Building Security 3.**
All visitors are to use the intercom system. The Tenant will not allow anyone who is not his or her own guest in the Building, even if the person is someone she or he knows. If an unknown visitor is seen entering the Building or a Unit with keys, the Tenant will report the incident to Property Management staff immediately. Repairs/service persons or other visitors will be referred either to Property Management staff or, if they are seeking a Tenant, to the intercom system. The Tenant shall, if any exit door is propped open, remove the prop and report the breach in security to Property Management staff.
- The Tenant may not do anything which may be a fire, health or safety risk. The Tenant may not disconnect or tamper with any safety, security or smoke detection equipment, including the fire alarm system. The Tenant is responsible to test the smoke detector(s) in the Unit occasionally and give the Landlord written notice immediately if it does not work.
- Any incidents of theft, damage or vandalism shall be reported to Property Management staff. If any such incident is caused by the Tenant, legal action shall be taken, and if the incident is caused by a guest of the Tenant, the Tenant shall be responsible and appropriate legal action will be taken
- Common Areas 4.**
The Tenant shall not loiter/obstruct or permit the obstruction of sidewalks, passages, public halls, stairways, fire escapes and vestibules or any other interior/exterior common areas.
- Window Screens Balconies 5.**
Except for properly installed curtains or blinds, no articles of any description shall be hung from the windows and doors and nothing shall be placed on the exterior window sills without permission from the Landlord. The Tenant shall not throw any article from a window or remove any window or screen except for repairing or cleaning purposes and such screen or window shall be replaced immediately after repair or cleaning. Balconies shall not at any time be used for storage space.
- Barbecuing 6.**
The Tenant shall not barbecue on the balcony or anywhere on the Leased Premises of the Building unless authorized in writing by the Landlord.
- Window Safety Stops 7.**
If window safety stops have been installed, the Tenant shall not tamper or remove them.
- Wiring, Plumbing Etc. 8.**
No additional heating units or electrical wiring shall be installed in the Leased Premises except with the approval in writing of the Landlord. The Tenant shall not overload the electrical circuit or use fuses in excess of 15 amperes in the lighting circuits or use the electrical, plumbing or gas equipment for any purpose other than those for which they are intended. The Tenant will be responsible for any damage resulting from such misuse.
- Machines 9.** No washing machines or dishwashers or dryers shall be permitted in an apartment unit.
- Signs 10.** The Tenant shall not display any sign, advertisement or notice, in or about the Leased Premises.

Garbage 11. All garbage shall be disposed of as directed by the landlord.

Water 12. Water shall not be left running unless in actual use.

Keys 13. The Tenant shall be furnished with two (2) keys to the Leased Premises and shall return to the Landlord all keys to the Leased Premises when vacating such premises.

Antenna 14. No radio antenna, television antenna or satellite dish of any description shall be located or used in or about the Leased Premises without prior written permission from the Landlord.

Disease 15. The Tenants shall immediately report to the Landlord and the appropriate health authority any case of infection or contagious disease occurring in the Leased Premises.

Smoke, Heat Detectors 16.

The tenant shall not tamper with or disconnect by removing fuses or in any other manner any heat or smoke detector installed by the Landlord in the leased premises. The tenant will be held responsible for any damages resulting from such misuse. The Tenant is responsible to test the smoke detector(s) in the Unit occasionally and give the Landlord written notice immediately if it does not work.

Personal Property 17.

All personal property at the Leased Premises or in any store rooms or parking area in the Building shall be at the sole risk of the owner of such personal property. The Landlord shall not be responsible for any loss or damage to such personal property from any cause whatsoever other than through the neglect or willful conduct of the Landlord.

Insurance 18. The Tenant shall be responsible for obtaining, at his or her own expense, insurance coverage for the Tenant's personal property and for public liability.

Respect 19. The Tenant shall respect the right and privileges of other Tenants and all staff relating to the building and shall not do or permit to be done anything which unreasonably interferes with the use, and enjoyment by other Tenants of their Leased Premises or the Building.

Water Closets 20.

The water closets and other water apparatus shall not be used for any purpose other than those for which they are constructed and no sweeping, garbage, rubbish, rags, ashes or other substance shall be thrown therein. The Tenant will be responsible will be responsible from any damage resulting therefrom.

Tenant Neglect 21.

Tenants must observe strict care not to allow windows and doors to remain open so as to admit rain or snow or so as to risk the freezing of plumbing, heating or other facilities. The Tenant will be responsible for the cost of repairing or replacing such damaged radiators and pipes together with any other damage to the premises or property of others resulting therefrom.

Overloading 22.

No goods, chattels, fixtures or other items that might overload the floors of the rented premises shall be brought into the said premises nor shall items be moved on, in or over floors, sidewalks, steps, stairways, lawns or other property of the Landlord so as to damage same; Tenants will be held responsible for any damaged caused by movements of their items in, out of or about the rented premises.

Sale 23. No sale or auction of any kind shall be held in or about the rented premises without the prior written consent of the Landlord.

Garage Doors 24.

Garage doors must be closed when the Tenant has entered or left the garage and must be kept closed when not in use.

Entrance Doors 25.

Entrance doors of residential suites shall remain closed except during ingress or egress.

Laundry Room 26.

These laundry facilities are for the sole use of the tenants. The Tenant shall be responsible for cleaning out the washer and the lint trap of the dryer after every use. The Tenant shall leave the laundry room in a clean condition after use. The laundry room shall be kept locked when not in use. The Tenant is responsible to report any problems with the machines to Property Management staff to ensure prompt repair. If the staff is not in the Building, the Tenant agrees to place a note on the appliance: "NOT IN SERVICE". If a problem occurs on the weekend, the Tenant shall wait until the first working day to submit a request for repair.

Bulbs Fuses 27. The supply and replacement of electrical bulbs and fuses within the rented premises is the responsibility of the Tenant.

Delivery Access 28. The Landlord shall have the right to limit access to the building by delivery services, where such services in the opinion of the Landlord are not in the best interests of the building or its occupants.

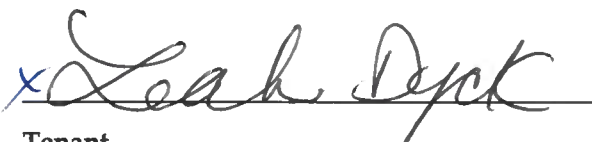
Acknowledgment

The Tenant acknowledges receipt of a complete copy of this Schedule "A" and is familiar with its terms and conditions.

Signed this 21 day of Apr, 2009, in the City of BARRIE Ontario.



(PROPERTY ADMINISTRATOR: PATTI REID)



Tenant

Tenant

Tenant

Schedule B

Information About Reporting Your Income

(a) **Rent based on gross family (household) income**

The amount of rent you pay is based on the amount of income received by you and anyone else who lives in the Unit with you and is calculated based upon the *Social Housing Reform Act* and procedures decided upon by the government who provides us with the rent subsidy. You will have to provide to us any information or material that we ask for in order to check your income. One of the things required is a statement of how much money you earn and the assets you own. **Your gross family (household) income means the total income earned or received by you and every person who lives in the unit, even if such a person also lives somewhere else on a temporary basis.**

(b) **Permission to obtain information**

Some of the information and materials that we need is kept by other people or agencies. By signing this Agreement you give us written permission to get the information and materials from them. You will sign any other authorization we need to get this information and materials within two days of the date we ask you to sign an authorization.

(c) **Reporting changes in income and household composition**

If there is any change in the amount of money that is earned or received as income, or any change in who is living in the Unit, you must let us know, in writing, within twenty (20) business days of the change, whether or not we have asked for the information.

(d) **Income declaration**

You agree that once annually in each calendar year, you will deliver to us a signed statement from you and every member of your household who is 16 years old or older who lives with you who has an income. This signed statement will be in the form provided by us and will contain all the information we request concerning your gross household income and any other information and materials the government has asked us to get, even though some types of income may not be used to calculate your geared-to-income rent.

(e) **Definition of income**

For the purposes of this Agreement, you agree that "income" includes all income, benefits and gains you receive or may be entitled to, of any kind and from any source. The word "income" also includes anything else the government may decide is included in the meaning of the word "income", from time to time.

Income included in Calculation of Rent-Geared-to-Income

- (i) gross salaries, wages, overtime payments, commissions, bonuses, tips, gratuities, grants, scholarships or bursary payments other than those received under paragraph 18 of subsection 8(1) of the Education Act by a student in full-time attendance at a secondary school;
- (ii) the gross annual income from any form of self-employment including an owned business less itemized business deductions as allowed by Canada Customs and Revenue Agency, plus any capital cost allowance used as a deduction or the total withdrawals from a business as personal salary or other benefits of anyone who is self-employed in or has an interest in a business;
- (iii) the gross amount of employment insurance benefits and the gross amount of worker's compensation payments or other industrial accident insurance payments made because of illness or disability;
- (iv) the gross amount of any old age security, federal guaranteed income supplement, spouse's allowance and financial assistance under the Ontario Guaranteed Annual Income System (GAINS);
- (v) the gross amount of every kind of pension, allowance, benefit and annuity, whether from a federal, provincial or municipal government and/or any other level of government, whether or not within Canada, or from any other source;
- (vi) the gross amount of alimony, separation, maintenance or support payments;
- (vii) the gross amount of gains from investments, including interest or dividends on stocks, shares, mutual funds and other securities and, where the actual income cannot be determined, an imputed rate of return set by us from time to time, together with the gross interest income from savings or chequing accounts in a bank, a trust company or a credit union, in addition to the gross amount of interest earned or payable from bonds, debentures, term deposits, investments, certificates, mortgages, capital gains or lump sum payments or other assets; and
- (viii) an imputed income equal to the total appraised value of all assets or investments which do not produce interest or income but are intended to appreciate in value or are given away, all of which must be declared by the tenant, multiplied by a rate of return set by the government from time to time.

Excluded Income

The following sources of income will not be included as income for rent calculation purposes but must be reported to us anyway:

- 1) A payment received under section 49 of the *Ontario Disability Support Program Act, 1997* to provide financial assistance for children with severe disabilities.
- 2) A payment received from a children's aid society on behalf of a child in care under the *Child and Family Services Act*.
- 3) A payment received under clause 175 (f) of the *Child and Family Services Act*.
- 4) A payment received under subsection 2 (2) of the *Developmental Services Act*.
- 5) A payment received under the *Ministry of Community and Social Services Act*.
- 6) A payment, refund or credit received under the *Income Tax Act (Ontario)*.
- 7) A payment, refund or credit received under the *Income Tax Act (Canada)*.
- 8) A death benefit received under the *Canada Pension Plan*.
- 9) A payment received from the Department of Indian Affairs and Northern Development (Canada) or from a band for board and lodging of a student attending a secondary school not on the reserve.
- 10) A payment received pursuant to the *Indian Act (Canada)* under a treaty between Her Majesty in right of Canada and a band, other than funds for post-secondary education.
- 11) A payment received from a band as an incentive bonus for school attendance by a person who is a child of a member of the family unit and who is attending school.
- 12) A payment received under Order in Council P.C. 1977-2496 made under section 40 of the *Indian Act (Canada)*.
- 13) A payment received under the Extraordinary Assistance Plan (Canada).
- 14) A grant received under the *Employment Insurance Act (Canada)* and used for the purpose of the purchase by a member of a benefit unit under the *Ontario Works Act, 1997* of a training course approved by an administrator under that Act.
- 15) A Canada Education Savings Grant, if it is paid into a Registered Education Savings Plan for a child of a member of the family unit.
- 16) A payment received from Human Resources Development Canada under the program called the "Opportunities Fund for Persons with Disabilities", if the payment has been or will be applied to costs incurred or to be incurred as a result of participation in employment-related activities.
- 17) A capital gain.
- 18) The proceeds received from the sale, liquidation or other disposition of real or personal property.
- 19) Interest received from or accrued in a prepaid funeral plan.
- 20) Interest, dividends or any other income received from or accrued in a locked-in Registered Retirement Savings Plan.
- 21) An inheritance.
- 22) Lottery winnings.
- 23) A donation received from a religious, charitable or benevolent organization.
- 24) A casual gift or casual payment of small value.
- 25) A loan.
- 26) Income received by a student in full-time attendance at a recognized educational institution who meets the criteria stated in clauses 49 (4) (a), (b), (c) and (d) if,
 - i. the institution is a primary or secondary institution, or
 - ii. the institution is a post-secondary institution and the student,
 - A. is a single student, as defined in Regulation 774 of the Revised Regulations of Ontario, 1990 made under the *Ministry of Training, Colleges and Universities Act*, and
 - B. had not been out of a secondary institution for more than five years as of the start of his or her current study period in the post-secondary institution.

- 27) An award or a grant received from the Ministry of Training, Colleges and Universities by a student enrolled in a post-secondary institution.
- 28) A bursary received under paragraph 18 of subsection 8 (1) of the *Education Act* by a student in full-time attendance at a secondary school.
- 29) A payment received by a student from the Canada Millennium Scholarship Foundation.
- 30) An allowance received for room and board in respect of employment away from the unit one occupies.
- 31) An allowance received for expenses incurred in traveling in respect of employment.
- 32) An allowance or a payment received for child care, transportation, tuition or other expenses in respect of any job training or employment-related program in which one is enrolled.
- 33) A benefit received from Veterans Affairs Canada under the Veterans Independence Program.
- 34) A war reparation payment, made either in periodic installments or in a lump sum amount.
- 35) An amount received as damages or compensation for,
 - i. pain and suffering resulting from an injury to or the death of a member of the household, or
 - ii. expenses reasonably incurred or to be incurred as a result of an injury to or the death of a member of the household.
- 36) A lump sum insurance payment.
- 37) A lump sum severance payment arising from a dismissal from employment.
- 38) A lump sum payment received under a decision of a court.
- 39) A lump sum payment received under a decision of a statutory tribunal.
- 40) A payment received under any of the following agreements to which the Province of Ontario is a party:
 - i. The Helpline Reconciliation Model Agreement.
 - ii. The Multi-Provincial/Territorial Assistance Program Agreement.
 - iii. The Grandview Agreement.
- 41) A payment received under the Ontario Hepatitis C Assistance Plan.
- 42) The total amount of spouse's allowance payments under the *Old Age Security Act* (Canada) received by a benefit unit under the *Ontario Disability Support Program Act, 1997* for the month, if that amount is equal to or less than the amount received by the benefit unit for basic needs for the month under paragraph 1 of subsection 30 (1) of Ontario Regulation 222/98 made under the *Ontario Disability Support Program Act, 1997*.
- 43) The total amount of disability benefits under the *Canada Pension Plan* received by a benefit unit under the *Ontario Disability Support Program Act, 1997* for the month, if that amount is equal to or less than the amount received by the benefit unit for basic needs for the month under paragraph 1 of subsection 30 (1) of Ontario Regulation 222/98 made under the *Ontario Disability Support Program Act, 1997*.
- 44) The total amount of income support received by a benefit unit under the *Ontario Disability Support Program Act, 1997* for the month, if the amount received by the benefit unit for basic needs for the month under paragraph 1 of subsection 30 (1) of Ontario Regulation 222/98 made under that Act is less than the total amount of spouse's allowance payments under the *Old Age Security Act* (Canada) received by the benefit unit for the month.
- 45) The total amount of income support received by a benefit unit under the *Ontario Disability Support Program Act, 1997* for the month, if the amount received by the benefit unit for basic needs for the month under paragraph 1 of subsection 30 (1) of Ontario Regulation 222/98 made under that Act is less than the total amount of disability benefits under the *Canada Pension Plan* received by the benefit unit for the month.
- 46) The total amount of payments under the *Ontario Works Act, 1997* received by a benefit unit under that Act for the month if,
 - i. in the case of a benefit unit consisting of a recipient with no spouse but with one or more other dependants, the total non-benefit income for the month of the members of the benefit unit exceeds the amount set out opposite the benefit unit in Column 3 of Table 3, or
 - ii. in the case of a benefit unit other than one described in subparagraph i, the total non-benefit income for the month of the members of the benefit unit exceeds the amount set out opposite the benefit unit in Column 3 of Table 4.

- 47) The total amount of payments under the *Ontario Disability Support Program Act, 1997* received by a benefit unit under that Act for the month, if the total non-benefit income for the month of the members of the benefit unit exceeds the amount set out opposite the benefit unit in Column 3 of Table 5.
- 48) A payment received under subsection 147 (14) of the *Workers' Compensation Act*, as it read on December 31, 1997.
- 49) A lump sum payment received under the 1986-1990 Hepatitis C Settlement Agreement made as of June 15, 1999 among the Attorney General of Canada, Her Majesty the Queen in right of Ontario and others.
- 50) A payment received from the Government of Alberta as compensation for sterilization.
- 51) A payment received under the Walkerton Compensation Plan.
- 52) A payment received under the Dr. Albert Rose Bursary Program.
- 53) An extended care and maintenance allowance for a former Crown ward received from a children's aid society under subsection 71 (2) of the *Child and Family Services Act*.
- 54) A Special Allowance received from Veterans Affairs Canada under the Veterans Affairs Disability Pension Program.
- 55) A payment received as a result of a claim that relates to an aboriginal residential school and was made against the Government of Canada or a church or other religious organization.
- 56) A payment received under the *Universal Child Care Benefit Act (Canada)*. O. Reg. 298/01, s. 50 (3); O. Reg. 409/01, s. 9; O. Reg. 182/02, s. 5; O. Reg. 328/02, s. 1; O. Reg. 220/04, s. 10 (1); O. Reg. 342/05, s. 8; O. Reg. 424/06, s. 1.

Schedule C

Occupancy Standards for Rent-Geared-to-Income Households

(from Ontario Regulation 298/01 of the Social Housing Reform Act)

Largest unit

27. (1) The largest unit a household is eligible for is determined in accordance with this section.
 - (2) The largest unit a household is eligible for is a unit that has,
 - (a) one bedroom for any two members of the household who are spouses of each other;
 - (b) one bedroom for each additional member of the household; and
 - (c) any additional bedrooms under subsection (3) below.
 - (3) The additional bedrooms referred to in clause (2) (c) are the following:
 - (a) An additional bedroom if one of the spouses referred to in clause (2) (a) requires a separate bedroom because of a disability or medical condition.
 - (b) An additional bedroom if the room is required to store equipment required by a member of the household because of a disability or medical condition.
 - (c) An additional bedroom if the bedroom is required to accommodate an individual who is not a member of the household and who provides a member of the household with support services that are required because of the member's disability or medical condition.
 - (d) An additional bedroom if a member of the household is pregnant.
 - (e) An additional bedroom if,
 - i. a member of the household has joint custody over a child who is not a member of the household,
 - ii. the member is required to provide accommodation for the child, and
 - iii. the bedroom is required to accommodate the child.
 - (f) An additional bedroom if,
 - i. a member of the household has visiting rights with respect to a child who is not a member of the household,
 - ii. it is a condition of the member's visiting rights that the member must provide adequate accommodation for the child when the child stays overnight with the member,
 - iii. the child will stay overnight with the member frequently, and
 - iv. the bedroom is required to accommodate the child.
 - (g) An additional bedroom shall be included under clause (2) (c) only if the household requests it.

Smallest unit

28. (1) The smallest unit a household is eligible for is determined in accordance with this section.
- (2) The smallest unit a household is eligible for is a unit that has,
- (a) one bedroom for every two members of the household; and
 - (b) an additional bedroom if there is an odd number of members in the household.
- (3) Despite subsection (2), if the household consists of one individual or two individuals who are spouses of each other, the smallest unit the household is eligible for is a bachelor unit.

Students living away from household

29. For greater certainty for the purpose of this Part, a child of a member of the household is a member of the household if the child,
- (a) is in full-time attendance at a recognized educational institution and, while in attendance, does not live with the household;
 - (b) lives with the household while not attending that educational institution; and
 - (c) is dependent, in whole or in part, on the household for financial support.

Schedule D**Eligibility Criteria for Rent-geared-to-income Assistance**

- (1) A household is eligible for rent-geared-to-income assistance if,
- (a) at least one member of the household is 16 years old or older and is able to live independently;
 - (b) each member of the household meets at least one of the following criteria:
 - (i) the member is a Canadian citizen,
 - (ii) the member has made an application for status as a permanent resident under the *Immigration and Refugee Protection Act* (Canada), or
 - (iii) the member has made a claim for refugee protection under the *Immigration and Refugee Protection Act* (Canada);
 - (c) no removal order has become enforceable under the *Immigration and Refugee Protection Act* (Canada) against any member of the household;
 - (d) in the case of a household other than a special priority household, no member of the household owes, with respect to a previous tenancy in any housing project under any housing program,
 - (i) arrears of rent,
 - (ii) money owed as the result of a reimbursement requested by a service manager under section 86 of the Act, or
 - (iii) money owed in respect of damage caused by a member of the household;
 - (d.1) in the case of a household other than a special priority household, a member of the household, with respect to a previous tenancy in any housing project under any housing program, owes arrears or money owed as set out in clause (d) and,
 - (i) the service manager is satisfied that extenuating circumstances exist, or
 - (ii) any member of the household has entered into an agreement with the housing provider for the repayment of the arrears or money owed and the service manager is satisfied that the member is making or intends to make all reasonable efforts to repay the arrears or the money owed;
 - (e) in the case of a special priority household, no member of the household owes, with respect to a previous tenancy in any housing project under any housing program,
 - (i) arrears of rent,
 - (ii) money owed as the result of a reimbursement requested by a service manager under section 86 of the Act, or
 - (iii) money owed in respect of damage caused by a member of the household;
 - (e.1) in the case of a special priority household, a member of the household, with respect to a previous tenancy in any housing project under any housing program, owes arrears or money owed as set out in clause (e) and,

- (i) in the case of arrears or money owed in respect of a unit of which the member and the abusing individual are joint tenants,
 - (a) the service manager is satisfied that extenuating circumstances exist, or
 - (b) any member of the household has entered into an agreement with the housing provider for the repayment of 50 per cent of the arrears or money owed and the service manager is satisfied that the member is making or intends to make all reasonable efforts to repay 50 per cent of the arrears or money owed, and
- (ii) in the case of arrears or money owed in respect of any other unit,
 - (a) the service manager is satisfied that extenuating circumstances exist, or
 - (b) any member of the household has entered into an agreement with the housing provider for the repayment of the arrears or money owed and the service manager is satisfied that the member is making or intends to make all reasonable efforts to repay the arrears or money owed;
- (f) one of subclauses (i) and (ii) is true:
 - (i) no member of the household has been convicted of an offence under section 85 of the Act or a crime under the *Criminal Code* (Canada) in relation to the receipt of rent-geared-to-income assistance, and if an individual who was, but is no longer, a member of the household has been convicted of such an offence or crime, the service manager determines that,
 - (a) no member of the household knew that the individual who was convicted of the offence or crime was committing it, or
 - (b) a member of the household knew that the individual who was convicted of the offence or crime was committing it, but the member was not reasonably able to prevent the individual from committing it, or
 - (ii) a member of the household has been convicted of an offence under section 85 of the Act or a crime under the *Criminal Code* (Canada) in relation to the receipt of rent-geared-to-income assistance, but the household has previously been determined to be ineligible for rent-geared-to-income assistance because of that conviction; and
- (g) one of subclauses (i) and (ii) is true:
 - (i) no member of the household has been found by the Ontario Rental Housing Tribunal or a court of law to have misrepresented his or her income or the income of his or her household in relation to the receipt of rent-geared-to-income assistance, and if an individual who was, but is no longer, a member of the household has been found to have made such a misrepresentation, the service manager determines that,
 - (a) no member of the household knew that the individual who was found to have made the misrepresentation was making it, or
 - (b) a member of the household knew that the individual who was found to have made the misrepresentation was making it, but the member was not reasonably able to prevent the individual from making the misrepresentation, or
 - (ii) a member of the household has been found by the Ontario Rental Housing Tribunal or a court of law to have misrepresented his or her income or the income of his or her household in relation to the receipt of rent-geared-to-income assistance, but,
 - (a) the household has previously been determined to be ineligible for rent-geared-to-income assistance because of that finding, or
 - (b) the service manager determines that the member who was found to have made the misrepresentation is an abused member of a special priority household who was forced to make the misrepresentation by the abusing individual.
- (2) For the purpose of clause (1) (a),
 - (a) an individual is able to live independently if he or she is able to perform for himself or herself the normal essential activities of day-to-day living;
 - (b) an individual shall be deemed to be able to live independently if the individual is able to live independently with the aid of certain support services and demonstrates that those support services will be provided to him or her when they are required.



057
Lawyer: Riley C. Brooks
Direct: 705.737.1249 ext. 171
Email: Rbrooks@hgrgp.ca

Assistant: Marcey Kingdon
Direct: 705-737-1249 ext. 150
Email: Marceyk@hgrgp.ca

Via process server

September 4, 2024

Leah Dyck
507-380 Duckworth Street
Barrie, ON L4M 5K2

Attention: LEAH DYCK

Dear Ms. Dyck,

**Re: Notice of Libel Pursuant to *Libel and Slander Act*
Barrie Municipal Non-Profit Housing Corporation
Our File No. C5.194.014**

This is Exhibit “ C ”
Referred to in the Affidavit
Of Mary-Anne Denny Lusk
Sworn before me the 4
Day of October, 2024


A Commissioner, etc.

1. We are litigation counsel to the Barrie Municipal Not-Profit Housing Corporation.
2. Our client has recently been made aware of a systematic, extensive and vicious campaign of defamation with the express purpose and intent of injuring our client’s reputation. This defamatory campaign includes a series of online posts which were broadcasted on your personal Facebook page and your website, www.freshfoodweekly.com. These posts levy allegations against our client relating to, *inter alia*, “major crimes”, “fraud”, “theft”, “harassment” and other criminal allegations, together with allegations of illegal evictions. Our client is also aware of posts authored by you which are defamatory in nature regarding employees of our client.
3. Our client is further aware that you are disseminating defamatory letters to tenants of our client, making defamatory verbal statements to tenants of our client and members of the public, and attempting to incite or recruit, on false pretenses, other tenants of our client into fabricating complaints against it.
4. As you are well aware, our client has not been investigated, charged, tried, nor found guilty of any criminal charges or wrongdoing. The continuous publication of false and

unfounded allegations of a criminal nature regarding our client are completely without merit. These allegations are denied in their entirety.

5. The defamatory posts at issue either name our client (or its employees) or otherwise insinuate our client (or its employees). These posts include, but are not limited to:
 - a. (undated) – *“But don’t you dare post comments suggesting barrie housing staff aren’t thieving witches. Those women came straight from hell and defending them is a crime”*
 - b. (undated) – *“Leah believes this is one of several schemes the respondents are engaged in, to increase margins for part-owners.”*
 - c. (undated) – *“To those getting-off on destroying innocent lives in Simcoe County...Your days in command are numbered...When this woman saw her tenants struggling, she shut down the best food charity in town. The last thing in the world this woman cares about is helping Barrie’s poor people. None of her tenants are excited about anything. That’s why you’ll never find an interview with a Barrie Housing RGI tenant saying anything positive about Mary-Anne Denny-Lusk or Barrie Housing.”*
 - d. (undated) – *“Barrie housing staff hated her for being so good at feeding their hungriest tenants; which were, coincidentally, their poorest tenants who don’t pay any rent at all, because of their disabilities... the definition of “stealing” is: the action or offence of taking another person’s property without permission or legal right and without intending to return it; theft.”*
 - e. (undated) – *“We have no human rights. We’re living in hell.”*
 - f. (undated) – *“Fresh Food Weekly had to shut down the biweekly meal box program that was feeding hundreds of starving people living on social assistance benefits in Barrie and Innisfil because the BMNPHC decided that disabled and elderly people didn’t deserve to have fresh food and toilet paper delivered to them every other week...Barrie Housing staff hated her for being so good at feeding their hungriest tenants; which were, coincidentally, their poorest tenants who don’t pay any rent at all, because of their disabilities.”*

- g. (undated) – *“Millions are being pumped into Barrie Housing Projects despite claims of major crimes & fraud.”*
- h. (undated) – *“Every single thing NYCHA tenants accuse their housing provider of doing, is everything the BMNPHC and the SCHC have done here, in Simcoe County, and I’ve collected evidence, and would like to take action...So Mary-Anne is deliberately lying when she uses this language. I know they’ve stolen thousands from other tenants as well.”*
- i. July 24, 2024 – *“A criminal investigation into the BMNPHC, the SCHC and the CCSS needs to happen immediately”*
- j. July 25, 2024 – *“The only remedy I will accept for Barrie Housing’s fraud is jail time. The only way these people will comprehend what they’ve done to us is if they experience what prison feels like.”*
- k. August 2024 – *“I feel it may be fast-tracked because thousands of people are currently being robbed as we speak.”*
- l. August 10, 2024 – *“the BMNPHC probably didn’t respond to my claims because the investigation has already started and they’re not allowed to deny these claims if evidence has already been produced.”*
- m. August 18, 2024 – *“I at least feel like I’m not going to get anymore harassing mail or eviction notices...”*
- n. August 21, 2024 – *“...the BMNPHC is ‘overcharging’ their RGI tenant’s rent, deliberately...the Barrie Municipal Non-Profit Housing Corporation... are accused of major crimes, including fraud...”*
- o. August 24, 2024 – *“We all know my allegations are fraud and discrimination. What the respondents are failing to comprehend is that fraud and discrimination are rooted in hate.”*
- p. August 28, 2024 – *“#CoverUp #Fraud #MajorCrimes”*
- q. August 30, 2024 – *“...Was Fresh Food Weekly also saving people from being illegally evicted by Barrie Housing?”*



6. This letter shall serve as notice to you pursuant to section 5 of the *Libel and Slander Act*.
7. We are in the process of commencing a legal proceeding against you which proceeding will seek, among other things, the removal of all defamatory posts relating to our client, the prohibition of any further defamatory statements concerning our client, together with a public retraction and apology.
8. As has been communicated to you previously, the basis of your defamatory posts is fundamentally and factually incorrect. Our client, and its employees, are deeply offended by your consistent campaign of frivolous and unfounded allegations.
9. We strongly encourage you to remove all existing posts, and cease any further posts, which levy unfounded allegations of a criminal nature that name, directly or indirectly, our client and its employees.
10. We further encourage you to take this matter very seriously.

Yours very truly,


HGR Graham Partners LLP

A handwritten signature in black ink, appearing to read "Riley Brooks", written in a cursive style.

Riley Brooks
RCB

This is Exhibit "001"
Referred to in the Affidavit
Of Mary-Anne Denny Lusk
Sworn before me the 4
Day of October, 2024


A Commissioner, etc.


 Leah Dyck
July 23 at 5:41 PM · 🌐

If you'd like to file a complaint about the #BMNPHC or the #SCHC to the Office of the Ombudsman of Ontario and would like some help with it, I'd like to help you. If you've been wronged in any way and would like assistance in writing your complaint and/or submitting it, please send me an email at: ffwbarrie@gmail.com.

It would be best if you had some sort of evidence to corroborate your claims. However, if you're on RGI and ODSP, you've probably been "over-charged" too and have no way to prove it without an investigation because your public housing provider and ODSP Office won't give you a financial breakdown of how much rent they charged you and how much the ODSP Office paid them for your rent. This is one of the reasons why we need to file complaints so the Ombudsman's Office can get a full understanding of the extent of what the BMNPHC and SCHC have done to the most vulnerable in our community.

Thank you, Leah Dyck

#publichousing #socialhousing #affordablehousing #barrie #simcoecounty #populationhealthcrisis




“ We have no human rights. We're living in hell. ”

- Barrie & Simcoe County public housing tenants

👍 5 5 comments 2 shares

👍 Like 🗨 Comment ➦ Share

 Valerie Caruso
Must be very expensive to hire someone like you to help, I so wish I had \$ to help my daughter in family court it's a crime what is happening to her 😞

3w Like Reply



Leah Dyck

July 24 at 5:18 PM · 🌐

Hello again everyone.

As some of you know, I tried to get a pro-bono lawyer for a class action lawsuit against the #BMNPHC and the #SCHC, but the half-hour recorded phone call with their CEO admitting they "over-charged" me \$2700 was recorded two years ago, which is the time frame people have to sue, apparently. Although I'm still currently being "overcharged" as we speak, I have no proof because I don't have any financial breakdowns of my rent and my housing provider will not release this information to me or any other tenant receiving a disability benefit.

Proof is found through an investigation, and investigations cost money.

I also read on the Ombudsman's website that they don't have legal jurisdiction over criminal offences. I wish they would have told me this when I first called and asked if they were the correct investigative authority for this matter. Although, their website does say that if fraud is found, they'll contact the Office of the Independent Police Review Director. So I've submitted a complaint to them on July 22nd.

Additionally, when I first posted about the CCSS's role in all of this, which is also on my website, www.FreshFoodWeekly.com, people started commenting saying that this explains why they were directed to Newmarket to have their disability application processed.

If the #CCSS was trying to coverup the fact that they've stopped accepting and processing applications in Barrie and #Innisfil, telling local offices to direct applicants south is exactly how they'd avoid getting caught. #coverup

No one has told me I'm wrong about this yet either and I published this on June 18th.

And no disabled tenants have been provided with a financial breakdown of their rent amounts either. And their rent is paid directly to their housing provider, by the CCSS. This is how they're able to "overcharge" tenants without them knowing it. Tenants are simply not given financial breakdowns and if a tenant asks for one, they're ignored, or told they actually still owe more rent money.

A criminal investigation into the BMNPHC, the SCHC and the CCSS needs to happen immediately.

Will you reach out to national news outlets and ask them to put pressure on whoever has time to criminally investigate these government-funded agencies? BarrieToday (dot) com can't be trusted to report the truth so don't waste your time with them.

Thank you.


#publichousingfraud #publichousing #socialhousing #socialhousingfraud #barrie #simcoecounty #odsp #disability #exploited #fraud




A Commissioner, etc.

This is Exhibit 063
Referred to in the Affidavit
Of Mary-Anne Denny Lusk
Sworn before me the 4
Day of October, 2024

[Signature]
A Commissioner, etc.

 Leah Dyck
July 25 at 12:00 PM - 3

I have some good news.

The Human Rights Tribunal of Ontario served the respondents in my discrimination and fraud complaint this morning.

Leah Dyck v. The BMNPHC, the SCHC, The City of Barrie, The County of Simcoe
Leah Dyck v. The Ontario Ministry of Children, Community & Social Services

The only remedy I will accept for Barrie Housing's fraud is jail time. The only way these people will comprehend what they've done to us is if they experience what prison feels like too.

For the Ministry, I will demand Information Sharing Agreements (ISA) so this never ever happens again.

Whoever helped with the Human Rights Tribunal. THANK YOU!! THANK YOU!! THANK YOU!! You have no idea how many lives you're about to save. Thank God for you!!

If you'd like to see FORM 1 and the Notice of Application documents that were served to the respondents listed above this morning, you'll find them on [Fresh Food Weekly's](http://www.FreshFoodWeekly.com) home page: www.FreshFoodWeekly.com

#humanrights #HumanRightsWatch #HumanRightsViolations #fraud #FraudAlert #PublicHousing #socialhousing #Corruption #freedom #freedomreigns #Barrie #Innisfil #simcoecounty



Tribunals Ontario
Human Rights Tribunal of Ontario
10 Ossington St., Ontario Place
Toronto, ON M5V 2G6
Tel: 416-326-1142 or 1-888-588-8322
Fax: 416-326-2198 or 1-888-551-6966
TTY: 416-326-2027 or 1-888-949-1246
E-mail: info.hrtto@ontario.ca
Website: www.tribunalsofontario.ca/hrtto/

Tribunaux décisionnels Ontario
Tribunal des droits de la personne de l'Ontario
10 rue Greenway, Toronto-les Cèdres
Toronto, ON M7A 2G6
Tel: 416-326-1142 ou 1-888-588-8322
Téléc: 416-326-2198 ou 1-888-551-6966
TTY: 416-326-2027 ou 1-888-949-1246
Courriel: info.hrtto@ontario.ca
Site Web: www.tribunalsofontario.ca/hrtto/

HRTO FILE: 2024-57443-1

July 25, 2024

Via email:

Leah Dyck
380 Duckworth Street, Unit 507
Barrie, ON - Ontario L4M 6J6
leah.dyck@cloud.com

The Ontario Ministry of Children, Community & Social Services (MCCSS)
c/o Mishla Pathmanathan
77 Wellesley Street West, Box 978
Toronto, ON - Ontario M7A 1N3
Mishla.Pathmanathan@ontario.ca

Re: Leah Dyck v. The Ontario Ministry of Children Community Social Services (MCCSS)

Subject: Notice of Application

A legal proceeding has been commenced at the Human Rights Tribunal of Ontario (HRTO). The Application, filed by Leah Dyck on July 10, 2024, has been assigned HRTO file number 2024-57443-1. This file number must be included on all your correspondence and any documents filed with the HRTO.

The applicant names The Ontario Ministry of Children, Community & Social Services (CCSS) as respondent to the Application.

The respondents must file a Response to the Application using Form 2 by August 28, 2024.

HR Leah Dyck v. Ministry of Children, Community & Social Services (MCCSS) - 2024-57443-1

HRTO HRTTO 2024-57443-1

Application for Remedial Measures (Form 1) and Notice of Application (Form 2) filed by Leah Dyck on July 10, 2024. Respondent: The Ontario Ministry of Children, Community & Social Services (MCCSS).

The applicant seeks a remedy for the following violations: discrimination on the basis of race, sex, and disability; and harassment. The applicant also seeks an order for the respondent to provide information sharing agreements (ISAs) to prevent future violations.

The respondent has filed a response on July 25, 2024, denying the allegations and seeking dismissal of the application.

The HRTO has assigned the application to a hearing panel consisting of three members: a Human Rights Commissioner and two lay members. The hearing will be held on August 14, 2024, at 10:00 AM in Toronto.

The HRTO has also assigned the application to a mediator for mediation. The mediator's name and contact information will be provided to the parties in the coming days.

The HRTO has also assigned the application to a conciliator for conciliation. The conciliator's name and contact information will be provided to the parties in the coming days.

The HRTO has also assigned the application to a mediator for mediation. The mediator's name and contact information will be provided to the parties in the coming days.

Tribunals Ontario
Human Rights Tribunal of Ontario
10 Ossington St., Ontario Place
Toronto, ON M5V 2G6
Tel: 416-326-1142 or 1-888-588-8322
Fax: 416-326-2198 or 1-888-551-6966
TTY: 416-326-2027 or 1-888-949-1246
E-mail: info.hrtto@ontario.ca
Website: www.tribunalsofontario.ca/hrtto/

Tribunaux décisionnels Ontario
Tribunal des droits de la personne de l'Ontario
10 rue Greenway, Toronto-les Cèdres
Toronto, ON M7A 2G6
Tel: 416-326-1142 ou 1-888-588-8322
Téléc: 416-326-2198 ou 1-888-551-6966
TTY: 416-326-2027 ou 1-888-949-1246
Courriel: info.hrtto@ontario.ca
Site Web: www.tribunalsofontario.ca/hrtto/

July 25, 2024

Via email:

Leah Dyck
380 Duckworth Street, Unit 507
Barrie, ON - Ontario L4M 6J6
leah.dyck@cloud.com

The Ontario Ministry of Children, Community & Social Services (MCCSS)
c/o Mishla Pathmanathan
77 Wellesley Street West, Box 978
Toronto, ON - Ontario M7A 1N3
Mishla.Pathmanathan@ontario.ca

Re: Leah Dyck v. The Ontario Ministry of Children Community Social Services (MCCSS)

Subject: Notice of Application

A legal proceeding has been commenced at the Human Rights Tribunal of Ontario (HRTO). The Application, filed by Leah Dyck on July 10, 2024, has been assigned HRTO file number 2024-57443-1. This file number must be included on all your correspondence and any documents filed with the HRTO.

The applicant names The Ontario Ministry of Children, Community & Social Services (CCSS) as respondent to the Application.

The respondents must file a Response to the Application using Form 2 by August 28, 2024.

This is Exhibit " G "
Referred to in the Affidavit
Of Mary-Anne Denny Lusk
Sworn before me the 4
Day of October 2024

[Signature]
A Commissioner, etc.



Leah Dyck

August 10 at 2:44PM

The BMNPHC probably didn't respond to my claims because the investigation has already started and they're not allowed to deny these claims if evidence has already been produced. Here's some screenshots of FB messages I've received recently.

There was a tenant. I tagged her in your post. She was my neighbor. They legit had a employee stealing her rent cheque's and cashing them for 6 months . They tried with me I paid online and every year I'd get a N4 for unpaid rent . They upped from rent from 1200 to 1500 this year . I ended up moving cause the mental and emotional damage living there was unreal

Tue 8:03 AM

We should chat about barrie housing. I lived at [redacted] and am currently being sued for [redacted]. I have much information that might help you further your cause.

Mon 8:08 PM

Leah I'm having problems with the housing too Leah., I need to ask your advice what to do. My rent has skyrocketed, but when I had another worker or housing person they never took my work wage into account. This one has and everyone I go talk to someone they've changed again. My rent has gone up 200 more monthly and I don't know how I'm going to live as I don't work anymore due to arthritis. So I just live on CPP and OAS but they're going from my tax assessment from last year where I made 30,000 but I don't make that any longer and they're not listening to me. Leah I'm worried I don't know what to do

Jul 25, 2024, 2:22 PM

I was over charged in social housing as well,... Shelia corbier admitted I was over charged for the 3 years I was in social housing with my 2 young boys, domestic violence landed us there, and she said "yes you were over charged, but we do not give you any monies in return". she also charged me a few thousand for waxing the floors and cleaning the windows after we left.....THAT WAS IT.... the house was spotless. I have pics. housing is bitter sweet. I own my own home once again. housing is a hand up... not a hand out. but they sure make it difficult.



Top contributor

I know for fact there is 3 separate human rights act , claims against them right now for current and past tenants of kozlov st .

5h www Reply Edited



37 comments 1 share

...  A Commissioner, etc.

 Leah Dyck
4 days ago · 🌐

Hey everyone,

I just wanted to give you guys a quick update because I'm sure some of you are curious to know if any progress has been made.

On Thursday I reached out to the HRTO's Registrar and asked how long it usually takes for them to make a decision after the respondents submit or don't submit their Form 17s, and this was the response I got.

I then called the Ombudsman on my case and left her a message. I called again the next day and left another message, and emailed. She's a really nice person so I hope I wasn't harassing her, but I know she is going to help. My request isn't a small request as well, and it'll require an investigation of some sort before they can deny or approve my Request for an Interim Remedy, which is that the respondents pay for me to be retained to rewrite many policies in the social services sector, along with an experienced policy writer to help me, full-time.

I also did a bit of research and it looks like the HTRTO has 9,000 applications to process and they only process 3,000 a year. So I feel very lucky and thankful that they're even able to help as much as they have already, which is letting the respondents know they've been caught. Thank God, I at least feel like I'm not going to get anymore harassing mail or eviction notices (despite my ODSP paying my rent directly and so it's literally impossible for me not to pay rent and it's been like this for at least three years, despite all those letters I have posted on my Facebook wall).

So that's about it unfortunately. Hopefully next week will be better.

 HRTO-Registrar (MAG)
Ms. Fara F. Sankaran & Ombuds
Thu, 11 Oct 2024

Thank you for your email to the Human Rights Tribunal of Ontario (HRTO).

The HRTO is experiencing delays in processing applications. We are actively working to improve our service (broken and reduce the accumulation of applications, including by reallocation resources to prioritize application processing and event scheduling.

As the HRTO works to implement these strategies, you may experience temporary customer service delays, including delays in receiving a response to general and specific in-state update requests.

Once an application has been processed or an event has been scheduled, all parties will be notified.

We thank you for your continued patience.

Sincerely,

Office of the Registrar

-----Original Message-----

From: Leah Dyck <leah.dyck@ontario.ca>
Sent: Thursday, August 15, 2024 11:55 AM
To: HRTO-Registrar (MAG) <fa.f.sankaran@hrtbo.com>
Subject: Form 17 Submission & Outcome

CAUTION - EXTERNAL EMAIL - Do not click links or open attachments unless you recognize the sender.

👍👍👍 10

2 comments 1 share

👍 Like

💬 Comment

🔗 Share



Laureli Barrett

Keep advocating and using your voice and it will go alot quicker then you think . They will reap what they deserve

👍 Like Reply

2 🗨️



Leah Dyck

Laureli Barrett Thank you for the encouraging words! ❤️

👍 Like Reply

This is Exhibit "066,"
I
Referred to in the Affidavit
Of Mary-Anne Denny Lusk
Sworn before me the 4
Day of October, 2024



Leah Dyck

August 21 at 6:47 AM · 🌐

Hello everyone.

After speaking to the #OntarioOmbudsman assigned to my case yesterday afternoon, we learned that they do not have jurisdiction over the Barrie Municipal Non-Profit Housing Corporation (#BMNPHC) or the Simcoe County Housing Corporation (#SCHC). I asked her if, based on her experience as an investigator, if the behaviour being demonstrated by #SimcoeCounty and the City of #Barrie is suspicious, or unusual because, "you'd assume they'd have done something by now before letting it get this far", and her response was: "you should definitely pursue them".

I also asked her what my next step is and she says now I need a lawyer. Unfortunately, Legal Aid doesn't consider this to be an emergency and the half-hour free legal advice I received from the Law Society Referral Service was, "I can serve your housing provider for \$1,200". However, the Human Rights Tribunal of Ontario (#HRTO) will assign me a lawyer eventually, I think it'll be after Aug. 29th, which is pretty soon, but I'll contact them today and find out.

Here are all the places I've contacted for help so far:

- HRTO File #1: 2024-57438
- HRTO File #2: 2024-57443
- On Aug. 19th, I learned that the Law Enforcement Complaints Agency (#LECA) only investigates police officers.
- On Aug. 19th, 2024, I filed a complaint with #BarriePolice; Reference #: 2024-94312.
- On Aug. 20th, 2024, the Ontario Ombudsman let me know that they do not have jurisdiction over the BMNPHC or the SCHC.
- The Federal Housing Advocate told me they never received my complaint/application/request for help and that they won't help either.

For a full update, visit Fresh Food Weekly's most recent blog post:

<https://www.freshfoodweekly.com/.../major-crimes-being-...>

Leah Dyck

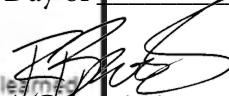


FRESHFOODWEEKLY.COM

Major Crimes Being Covered-Up by Simcoe County & The City of Barrie

After stumbling upon this article on June 18, 2024 (I was doing research for social housing hea...

👍 4


A Commissioner, etc.

[Handwritten Signature]
Commissioner, etc.

Leah Dyck · Aug 21 · 5 min read

Major Crimes Being Covered-Up by Simcoe County & The City of
Barrie

Updated: Aug 26



After stumbling upon this article on June 18, 2024 (I was doing research for social housing health
detriments for a research study), I realized that my housing provider, the Barrie Municipal Non-Profit
Housing Corporation (BMNPHC) - also called 'Barrie Housing', is also "overcharging" their Rent-Geared-
to-Income (RGI) tenant's rent, deliberately. So this is stealing. When I use this language, though, people
seem to get uncomfortable with it, despite it being the correct language to use.

You would think that when a County or City is accused of major crimes, they'd be doing everything they
can - or at least something - to demonstrate the allegations aren't true, as soon as possible, rather than
ignoring them and hoping they'll go away.

I have a half-hour recorded phone call between myself and the BMNPHC's CEO admitting they "over-
charged" me nearly \$2,700, available on the homepage. They only gave this money back after nine
months of asking for it, and not until I threatened to tell national news outlets. Then they returned it
immediately.



I've been living in public housing since 2008 and
I've never received a tenant ledger, so I actually
have no idea if they've returned all the "over-
charged" rent. I just found out what tenant ledgers
are in the last week of July 2024. Since learning
about them, I've also learned that no other RGI
tenants in all of Simcoe County have ever received
a tenant ledger since at least 2008 (the properties
in the BMNPHC are constantly being swapped
between the Simcoe County Housing Corporation

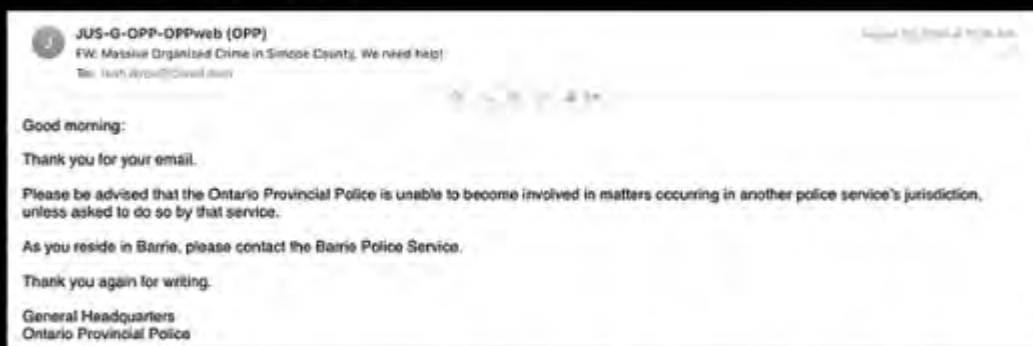


between the Simcoe County Housing Corporation (SCHC) and the BMNPHC).

When the Mayor of Barrie, Alex Nuttall was informed, his response was to participate in an interview with BarrieToday.com, and then he allowed a series of articles praising Barrie Housing to be published.

Here are all the places I've contacted for help so far:

- HRTO File #1: 2024-57438
- HRTO File #2: 2024-57443
- On Aug. 19, 2024, the Law Enforcement Complaints Agency (LECA) told me they only investigate police officers.
- On Aug. 19, 2024, I filed a complaint with Barrie Police; Reference #: 2024-94312.
- On Aug. 20, 2024, the Ontario Ombudsman let me know that they do not have jurisdiction over the BMNPHC or the SCHC.
- The Federal Housing Advocate told me they never received my complaint/application/request for help and that they won't help either.



After speaking to the Ombudsman assigned to my file on Aug. 20th, I asked her if, based on her experience as an investigator, if the behaviour being demonstrated by the County and the City is suspicious or unusual because, *"you'd assume they'd have done something by now before letting it get this far"*, and her response was, *"you should definitely pursue them"*.

I also asked her what my next step is and she says now I need a lawyer. Unfortunately, Legal Aid doesn't consider this to be an emergency and the half-hour free legal advice I received from the Law Society Referral Service was, *"I can serve your housing provider for \$1,200"*. However, the Human Rights Tribunal of Ontario (HRTO) will assign me a lawyer eventually. I think it'll be after Aug. 29th, 2024, which is pretty soon, but I'll contact them today (Aug. 21st) and find out.

I let the HRTO know what the Ombudsman said.

I think the respondents have responded to the other forms I submitted, but their responses were all the same: they all deny everything and demand this be dismissed before it starts.

I also asked her what my next step is and she says now I need a lawyer. Unfortunately, Legal Aid doesn't consider this to be an emergency and the half-hour free legal advice I received from the Law Society Referral Service was, "I can serve your housing provider for \$1,200". However, the Human Rights Tribunal of Ontario (HRTO) will assign me a lawyer eventually. I think it'll be after Aug. 29th, 2024, which is pretty soon, but I'll contact them today (Aug. 21st) and find out.

I let the HRTO know what the Ombudsman said.

I think the respondents have responded to the other forms I submitted, but their responses were all the same: they all deny everything and demand this be dismissed before it starts.

I don't think I've received a response to my Form 1 Application and I don't think it matters. The HRTO will schedule a hearing when they can.



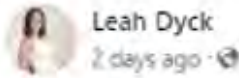
This is Exhibit “K ”
Referred to in the Affidavit
Of Mary-Anne Denny-Lusk
Sworn before me the 4
Day of October, 2024

A handwritten signature in black ink, appearing to be 'F. M. S.', written in a cursive style.

A Commissioner, etc.

Audio Recording

[https://www.dropbox.com/scl/fo/iizi66hk0db8k5fcnsrgh/AIFM738VukbScHN
oSiQO3NQ?rlkey=ymex56bl5t3wzfexjbl1df77&st=wmw6a4s8&dl=0](https://www.dropbox.com/scl/fo/iizi66hk0db8k5fcnsrgh/AIFM738VukbScHN
oSiQO3NQ?rlkey=ymex56bl5t3wzfexjbl1df77&st=wmw6a4s8&dl=0)



Leah Dyck

2 days ago

Good afternoon,

Yesterday afternoon, one of the respondent's lawyer's responded with another waste-of-tax-payer-dollars read response,

The respondents; The City of #Barrie, #SimcoeCounty, the #BMNPHC and the #SCHC are failing to understand the purpose of me filing a complaint/application with the Human Rights Tribunal of Ontario (HRTO).

We all know my allegations are fraud and discrimination.

What the respondents are failing to comprehend is that fraud and discrimination are rooted in hate.

The respondents fail to see how their responses are filled with hate (see attached PNGs, which are screenshots of their Form 17s they gave a couple weeks ago, with some of my commentary):

Furthermore, the respondent's lawyers know I don't have a lawyer, and could probably tell immediately that I've never taken even one law course, of any kind, ever. The respondent's lawyers should know that I'm not required to make the connection between the claims of fraud and discrimination to the Code because it's the HRTO's job. The respondent's lawyers should know the reason this policy exists is so applicants such as myself receive a fair and equal opportunity to seek justice through the court of law. Despite knowing this, the respondent's lawyers advised their clients to waste who knows how many tax-payer dollars on useless responses to the HRTO, and to me.

The respondent's lawyers clearly advised their clients to take the position of trying to violate even my basic human right to a fair and equal opportunity to seek justice in a court of law.

It is in my personal opinion that not even the respondent's lawyers comprehend what the word 'equal' means, let alone do their clients. Therefore, the respondent's lawyers have given their clients bad legal advice.

The respondents probably wasted \$1,200 of tax-payer dollars, per lawyer to execute bad legal advice in this matter and it hasn't even started yet.

#Housing #socialhousing #publichousing #AffordableHousing #barrieontario

Leah

the following two paragraphs are screenshot from the Human Rights Watch article:

10. The complainant should be allowed to file an application form, perhaps jointly-filled, that sets out in fully-detailed a full written account of the complaint and a detailed Code ground(s) to which the complainant is being subjected. Given the opportunity of a summary telephone hearing, all unrepresented applicants may also be well-served by a written statement to support the claim and a cross-examination procedure. In discrimination cases, after the hearing has taken place and some time for applicant's self-assessment of a hearing or from discussion with the self-representation of the respondent has taken place, a hearing.

11. If applicants are not empowered to counsel when they file their applications, HRTO should consider a self-representation program. The duty of the HRTO should be to be accessible to self-represented applicants, with a comprehensive system form that it to be filled out by the complainant. The Human Rights Legal Support Centre was funded to provide advice and assistance to complainants and their representatives and/or a hearing was scheduled. The Centre does not have the resources to provide advice to the complainant and/or their representatives annually. In fact, the Centre funding from the Ontario government had not yet changed since 2008.

the non-yellow background text in the rest of this document are screenshots from the respondent's Form 13s and 17s submitted on Aug. 9, 2024:

response to the claim that the Application has merit

1. The County submits that the Application has no reasonable prospect of success and ought to be dismissed. Ms. Dyck has failed to give any particulars of the alleged

This is Exhibit "M"
Referred to in the Affidavit
Of Mary-Anne Denny Lusk
Sworn before me the 4
Day of October, 2024


A Commissioner, etc.

 **BARRIE AND AREA CHATS**
Leah Dyck · August 28 at 10:08 AM · 🌐

Early this morning I requested to add Barrie Today (.com) to the list of respondents for their role in helping to cover-up the respondent's fraud.

To answer a couple questions I've received since posting, here are a couple answers:

Q: How do you know they over-charged tenants on purpose?

A: Barrie Housing and Simcoe County Housing would have provided tenant ledgers by now. Many other Rent-Geared-to-Income (RGI) tenants have told me they've requested their tenant ledger since I made these allegations and no tenant ledgers have been provided to anyone.

Q: What do they give at the end of the year for taxes? Isn't that a tenant ledger?

A: I can't speak for everyone, but the rent tax receipt I get at the end of the year, and all the other ones I've seen, are only receipts for how much they've charged you for rent. They do not include the financial breakdown for how they've calculated your specific rent charges.

To view the 'Description of Activities' document, visit: www.FreshFoodWeekly.com

#BMNPHC #SCHC #Barrie #BarrieOntario #CoverUp #Fraud #MajorCrimes

Tribunals Ontario
Human Rights Tribunal of Ontario

Request for an Order During Proceedings

Please check off what you are requesting:

<input type="checkbox"/> Request to consolidate or have applications heard together	<input type="checkbox"/> Request to re-activate deferred Application
<input type="checkbox"/> Request to add a party	<input type="checkbox"/> Request for particulars
<input type="checkbox"/> Request to amend Application or Response	<input type="checkbox"/> Request for production of documents
<input type="checkbox"/> Request to defer Application	<input type="checkbox"/> Other, please explain:
<input type="checkbox"/> Request extension of time	

Please describe the order requested in detail.

I am requesting that BarrieToday.com be added to the list of respondents because they are still trying to cover-up the truth about the respondents overcharging their RGI tenants and preventing it from coming out. Nikki's email is: nikki@barrietoday.com. Their regional office is in Orillia, but Nikki reports on Simcoe County, so I'm not sure where her office is. Nikki reached out to me and asked about my public housing allegations, which prompted me to give her all the evidence I had gathered thus far, which included a recorded phone call of Mary-Anne Denny-Lusk admitting to overcharging me and agreeing to give me my overcharged funds. This recording also exposed Barrie Housing for being so bad at maintenance, both submitting a maintenance request and had cold showers for six months.

What are the reasons for the Request, including any facts relied on and submissions in support of the Request?

Nikki has not only published false information after being provided with evidence, she then changed her published articles to make the respondents appear less guilty. I am also providing a document titled 'NikkiCole.pdf', which shows her trying to reach out to me for an interview. I think she's lying about her intentions for an interview because I've reached out to +200 other reporters and none of them are interested in this. So why is Nikki all-of-a-sudden interested in the truth now? I still don't think she's interested in the truth.

Do the other parties consent to your Request?

Yes No Don't know

If you are relying on any documents in this Request, please list below and attach. You must include all the documents you are relying on.

The name of the document I'm providing is 'NikkiCole.pdf', which will be attached. I'm also relying on another document that I've already submitted, which is: 'Description of Activities'.

Please check off how you wish the tribunal to deal with the matter:

Writing Conference call In person hearing Don't know

Please explain why you wish the Tribunal to deal with the request in the manner indicated above.

One I've tried to get help from is trying to cover-up the truth and keep me starving. News reporters have a responsibility to report on the truth, especially when they've been given so much evidence.

On the morning of Tuesday, June 18, 2024, I found this article: **NYCHA Tenants Sue Over Early Exclusion From State Pandemic Rent Relief**, which was published on May 1, 2024. NYCHA stands for the New York City Housing Authority. Every single thing NYCHA tenants accuse their housing provider of doing, is everything the BMNPHC and the SCHC have done here, in Simcoe County, and I've collected evidence, and would like to take action.

This is Exhibit " N " Referred to in the Affidavit Of Mary-Anne Denny Lusk Sworn before me the 4 Day of October, 2024

[Signature]
A Commissioner, etc.

NYCHA Tenants Sue Over Early Exclusion From State Pandemic Rent Relief

By Tatyana Turner and Jeanmarie Evelly . Published May 1, 2024

The class action lawsuit, filed Tuesday on behalf of New York City public housing tenants left out of the state's rental assistance program during the height of the pandemic, alleges the state's distribution of the funds—for which these tenants received low priority—amounts to discrimination.



My name is Leah Dyck and I am a tenant of the Simcoe County Housing Corporation (SCHC), and I reside at 380 Duckworth Street, Barrie, Ontario, This address used to be managed by The Barrie Municipal Non-Profit Housing Corporation (BMNPHC).

I live in a subsidized unit.

On June 18th, I learned that this is exactly what the New York Public Housing Provider did and now their tenants are going after them with a class action lawsuit. So I emailed Nikki - the BarrieToday.com reporter, on the morning of June 18th, 2024, and told her:



Leah Dyck

What's happening in Barrie is happening in New York.

To: Nikki Cole

Sent - iCloud June 18, 2024 at 8:42 AM

<https://citylimits.org/2024/05/01/nycha-tenants-sue-over-early-exclusion-from-state-pandemic-rent-relief/>

Then look who decides to respond to me half an hour later:



Natasha Halikas

RE: Digital Copy of Today's Proposal

To: Leah Dyck, Cc: Alex Nuttall

June 18, 2024 at 9:17 AM

[Details](#)



Siri Found a Contact

Natasha Halikas
natasha.halikas@barrie.ca

[Add](#)

Good morning, Leah,

As per the mayor's direction, we have forwarded your proposal to the County of Simcoe. They have confirmed that the Director of Business Intelligence & System Planning, Lauralyn Johnston, will review the proposal with her Poverty Reduction team. Then, they'll draft a briefing note and some recommendations.

Have a great day!

Natasha Halikas

(she/her/hers)

Communications and Office Manager

Office of The Mayor

The City of Barrie

705-792-7900 ex 5053



70 Collier St. Barrie ON L4M 4T5

Service Barrie: 705-739-4242

www.barrie.ca | socials: [@alexfrombarrie](#)

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[See More from Leah Dyck](#)

I don't need a law degree to know this is the guiltiest behaviour someone could ever possibly demonstrate.

I haven't responded. But I want to tell her this isn't remotely close to being good enough. Furthermore, my proposal was a recommendation/advisement to them. Why would I want their recommendation? They're the ones who are starving the people.

This is the text that I sent to Nikki at BarrieToday.com on March 31st, 2024, telling her about Barrie Public Housing’:

“This is what needs to be investigated:

Back when Covid happened, we eventually got to a point where almost everything closed down and people had to work from home. When this happened, the ODSP office closed and staff went home. This meant that automatically, everyone on ODSP and CPP Disability started receiving the maximum possible amount. Normally, I receive \$850/month, but when this happened, I started receiving \$1300/month. This is the maximum amount you can get on ODSP. When everyone went back to work, all ODSP recipients were given their “over payment amount”. So for me, I owed ODSP \$450/month for like six months or something like that. This happened to everyone, so we weren’t treated badly for it. This part isn’t the problem.

Barrie housing charged us all rent based on the \$1300 amount and when everyone was told they had a huge overpayment owing, and every month going forward, ODSP would take a little bit more off our monthly checks, and that’s how we knew we were paying back the extra money we were given. Since our rent amount is based on our income amount, we were being charged on the \$1300/month rate and not the \$850/month rate. I emailed my building manager and asked about this. I was ignored. So I ended up emailing two other managers about this and they also ignored me. So I emailed a fourth manager and she responded but kept giving me the runaround. This took place over a period of nine months.

Then on the ninth month, my car broke down and I lost it on the fourth manager and emailed her and threatened to tell everything I just told you, to CBC The National (since I had media coverage by that point, THANK GOD). The next day I received an email from BMNPHC’s CEO, Mary-Anne Denny-Lusk saying she wants to talk. So I recorded the conversation because if you don’t record conversations, they deny every single thing they said on the phone.

In this recording, she admits that they “overcharged” me \$2700. Overcharging someone is when you intend to give the money back. So Mary-Anne is deliberately lying when she uses this language.

I know they’ve stolen thousands from other tenants as well. I’ve asked other tenants on ODSP if they got any money back, or were even informed of this “overpayment” and not one single person was even told about this.”

Over the last two years, I've been working +80 hours a week for no money, feeding thousands of starving families, with no support from any local charity.

Before I started my own charity, I reached out to The Barrie Food Bank to ask if I could volunteer with organizing food deliveries for people with no vehicle. Michelle told me that single mom's need to fix their problems. I told her that the pandemic is causing suicides and her response was that it's actually not:

Michelle Simons
suicide rates during Covid 19
To: Leah Dyck

June 2, 2021 at 10:07 AM

Hello Leah

Thank you for your concern. While working at the food bank I have heard the most dire stories imaginable. On the contrary I have also heard some of the most victorious stories too. I like working with people to help them succeed beyond their circumstances. After watching the YouTube video I did some research on suicide rates. All studies that I have read have said that although there is concern there has been little evidence of increase. Some provinces' rates have decreased.

This is a comprehensive study that you may want to read to put your mind at rest.
<https://www.thestar.com/news/canada/2021/04/29/did-the-covid-19-pandemic-push-up-suicide-rates-in-the-first-few-months-an-international-study-says-no.html>

I encourage you as a member of your community to encourage others to reach out for help when ever a need arises. We are happy to help when they do.

Michelle Simons

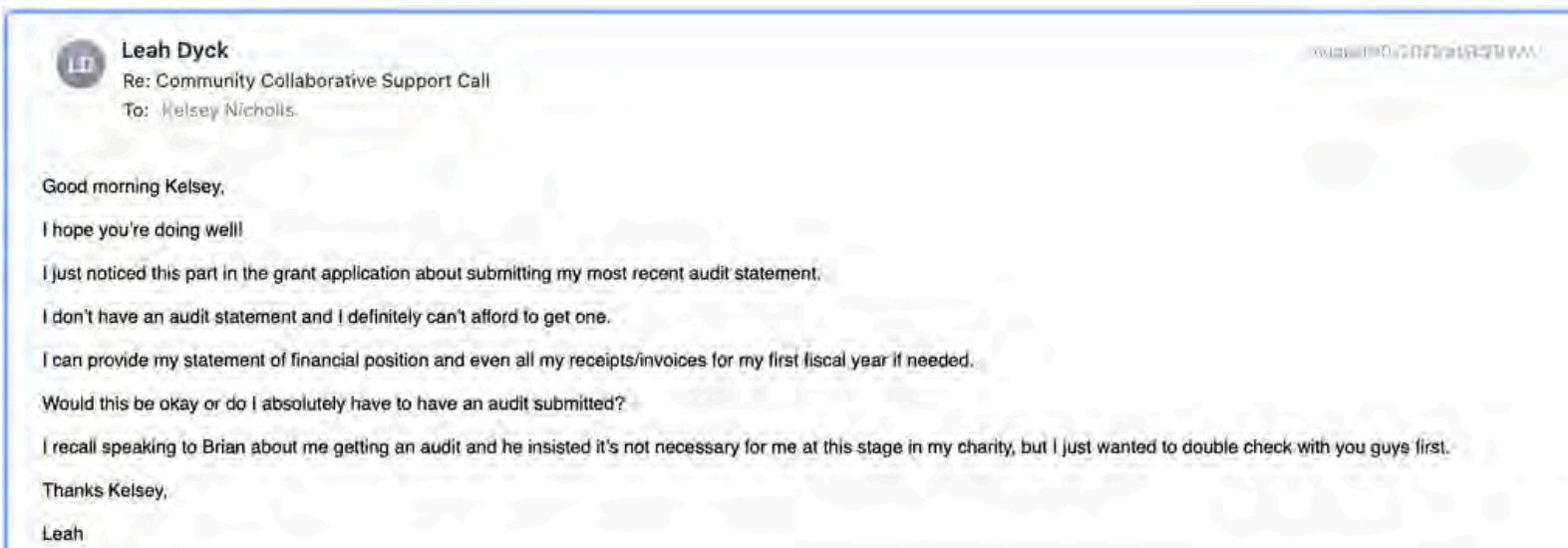
From: Leah Dyck <leah.dyck@icloud.com>
Sent: May 29, 2021 8:11 AM
To: michelle@barriefoodbank.org
Subject: Hey

Good morning Michelle,

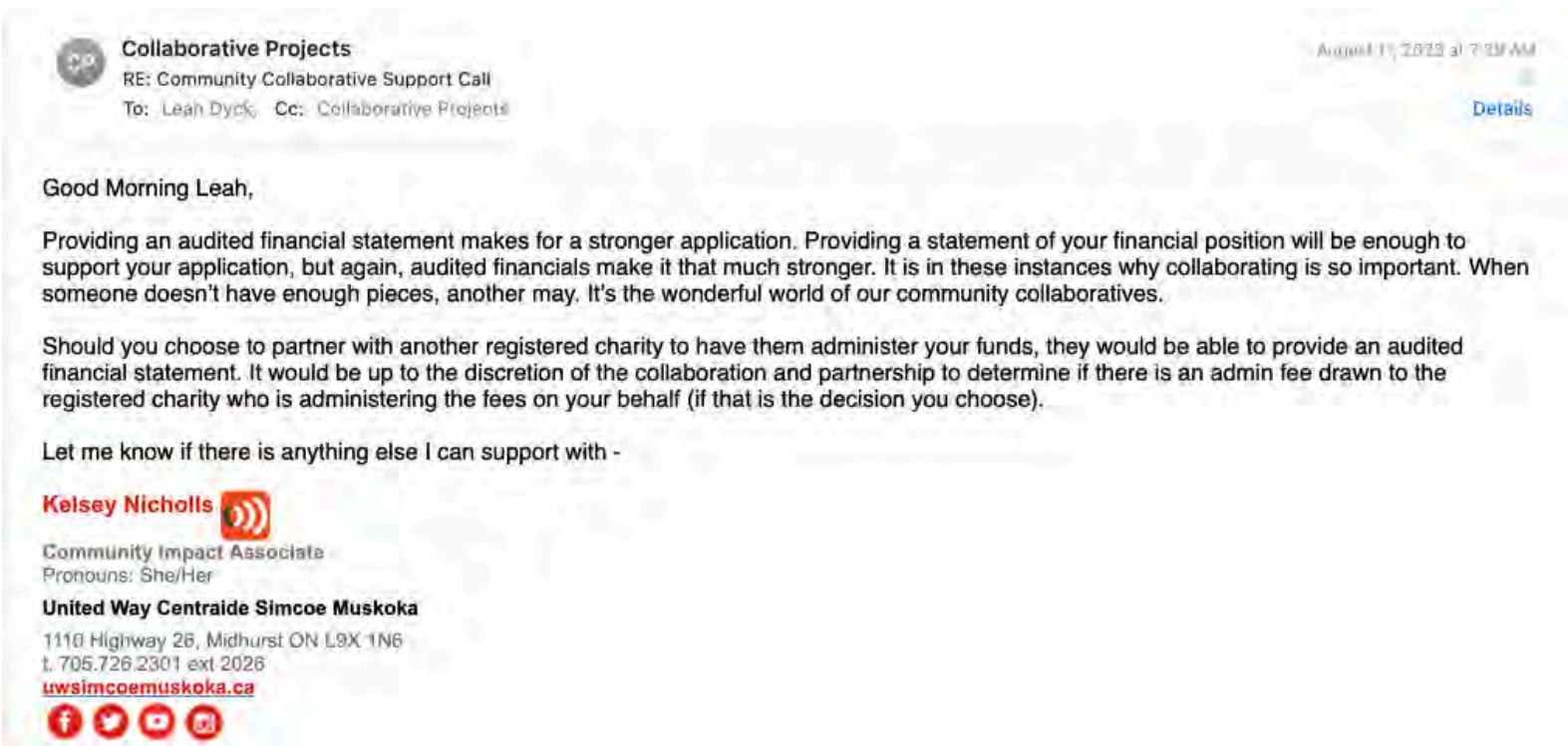
I just wanted to share this video with you. I took a bunch of clips from other videos on YouTube and arranged them in chronological order:
<https://youtu.be/YBISQAloVP8>

News reporters from around the world are talking about how people are committing suicide because of the lockdowns. In some countries, more people have died due to suicide than from the corona virus. It talks about how fathers who aren't going out to their workplace are raping their daughters at home. In another, parents are drowning their children before they take their own lives. They leave notes saying they did it because they couldn't afford to buy milk. Mothers are staying in relationships with men who beat them because it's the only way to feed their children. And yes, this is happening in third-world countries, but it's also happening here, all over the states, and it seems to be most prolific in Japan.

Last summer, I applied for a grant from the United Way. Their CEO, Brian Shelley, was the chairman of my charity's advisory committee for a year. He told me in-person I didn't need a Board of Directors. Before I applied, Brian went on vacation, and I forgot to ask about the audits, so I asked Kelsey:



Kelsey's response:



So I applied for the grant and here's my decline letter, saying the reason I didn't get the grant was because I had no Board. I spent \$2K on a grant writer for this:

December 8, 2023

Leah VanDyck
The VanDyck Foundation
507-380 Duckworth Street Barrie
ON, L4M 6J8

Dear Leah,

We appreciated your engagement in our grant making process through our Information and Capacity Building sessions that were offered through the Summer, as well as your application for funding for the 2024-2027 Community Collaboratives that addressed poverty and social inclusion in our communities.

Our Community Impact Council reviewed and assessed many applications from across Simcoe County, Muskoka and the Town of Blue Mountains to select the successful projects. Community Collaborative projects address, the data informed, priorities of United Way Simcoe Muskoka including food security, housing, mental health and income security.

United Way Simcoe Muskoka commends your collaboration with local community partners to address food security in Barrie and area. Unfortunately, your application submission did not meet the requirements for review. As there is no board, the insurances are not in place to meet the eligibility criteria and there was no signed legal document submitted with the application.

United Way Simcoe Muskoka will also have a general information session regarding the applications and the opportunity to share feedback about our grant making process.

Thank you for your interest in the 2024-2027 Community Collaboratives.



Sharon McCormick
Chief Administrative Officer

In October 2023, I was in and out of the hospital for a couple weeks for being so over worked and underfed. While I was there, they also found an extremely rare and aggressive tumour on my leg, which was removed on Oct. 20th. It had a 39% mortality rate... I literally almost became the next Terry Fox. And the church I was using just closed their doors for good, so they had new owners and the new owners wanted me out by February. I begged the county, the city, everyone for help, but no one offered to lift a finger.

In November 2023, I reached out to the County of Simcoe Food Council looking for help, (again), and their response was that they do food security well without me:

Forwarded from Fresh Food Weekly Mailbox



Community Coordinator

November 8, 2023 at 12:23 PM

Re: Fresh Food Weekly is Shutting Down. Can you help?

To: Leah Dyck

Leah!

I'm so sorry...I thought I had sent you an email on Monday, but apparently I sent it to Courtney, instead. 🙄

I hope you're hanging in there.

Here's the email:

Hi Leah:

I had a chat with erin about your predicament this morning, to see what we can offer as advice. The focus of SCFC is all about relationship building and creating ties between people who work in food insecurity and we do that job well. Unfortunately, outside of that, we don't have a lot of resources ourselves. But erin did suggest maybe you could get some funding help through SCIF, if you haven't tried that already. What we can personally do for you is offer you our social media and newsletter resources to put the word out in the community about the space you need and a call for volunteer assistance.

There are a lot of organizations out there in dire need of funding, so, as you know, competition for government dollars is keen. But what we can do is offer you a seat at our Food Access Working Table, where you can meet others who may have the connections you need. I know the group has been a godsend for those involved.

I wish I had more I could offer as I can see you are doing amazing work and I want you to be able to continue. Let me know if anything we can offer is of interest to you. In the meantime, I wish the best for you!

Best regards,
Kari Klassen (she/ her) | Simcoe County Food Council
Community Coordinator

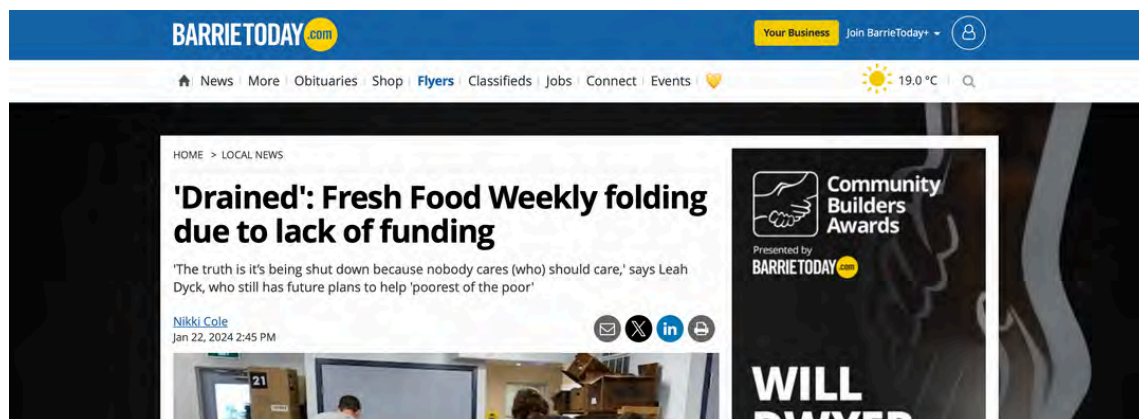
Sent from my iPhone

[See More from Leah Dyck](#)

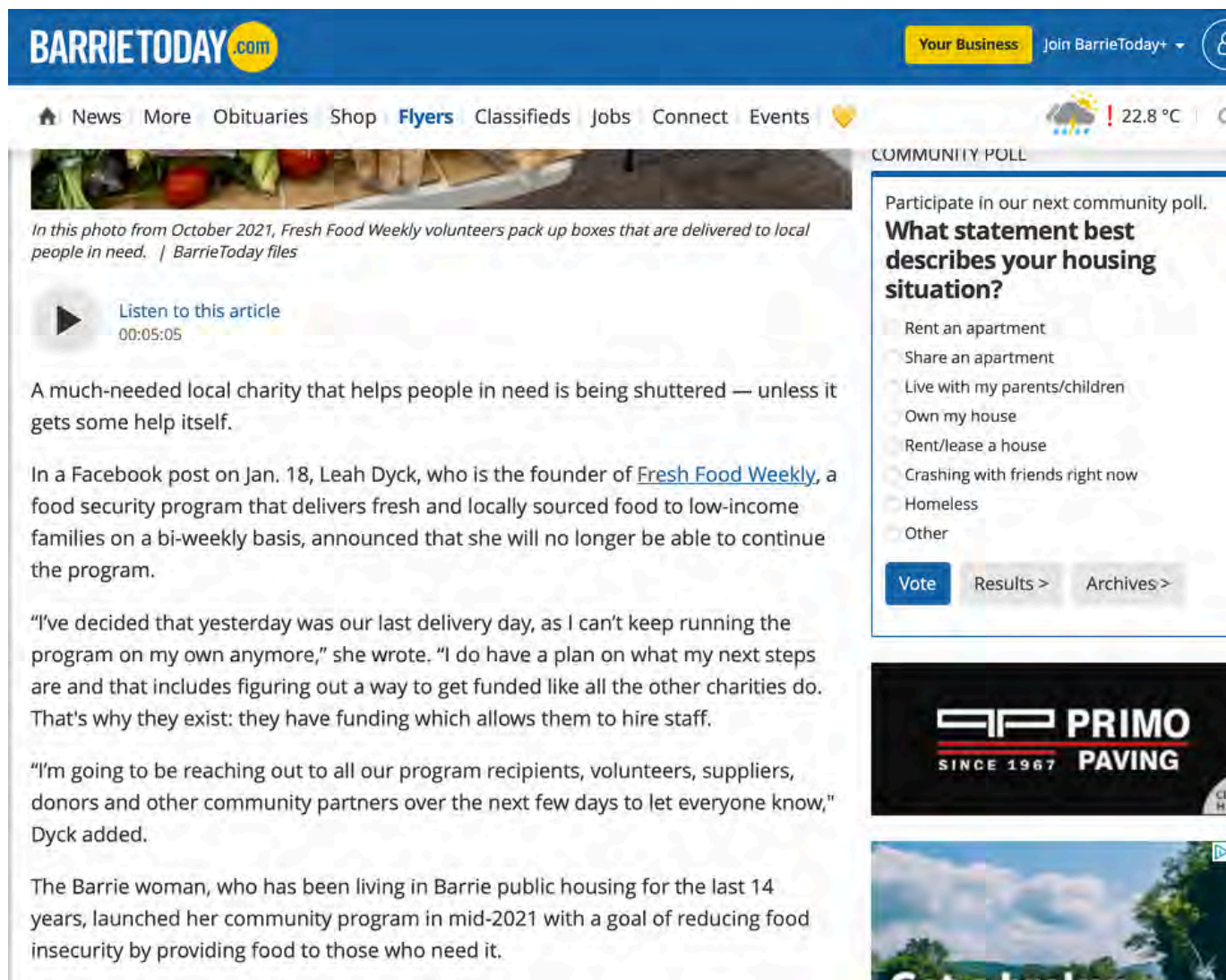
So I closed down my charity in January. In February, Barrie Housing promoted Ashley, the girl that stole from me, to manage my building:



Once I closed down my charity, I reached out to Alex Nuttall, the Mayor of Barrie, to request a meeting. It wasn't until five days and 18 minutes later, and after [BarrieToday.com](https://www.barrietoday.com) posted [this article](#) which accused the Mayor of ignoring my request for help:



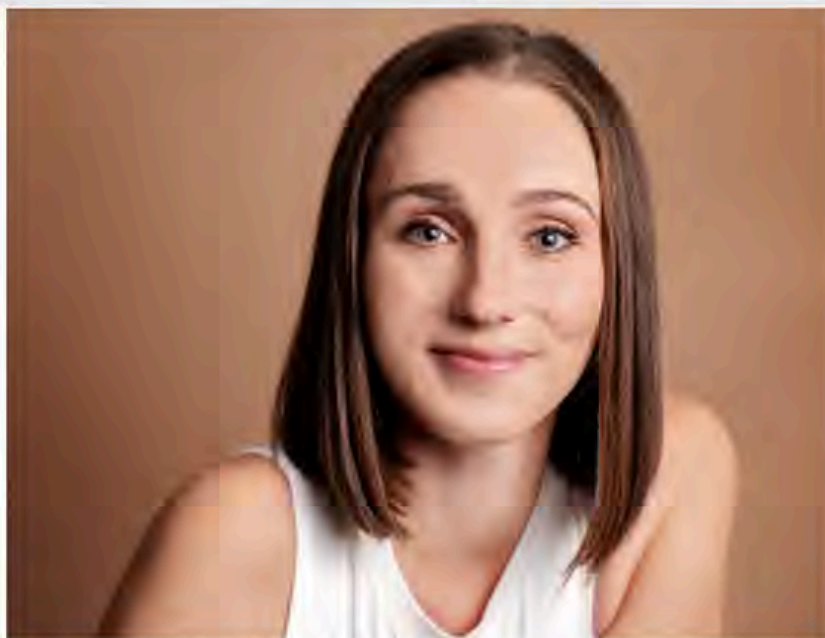
Then, on June 21, 2024, BarrieToday.com edited this article to remove the part accusing Alex Nuttall of ignoring Leah's request. However, Leah screenshot the original version because she knew BarrieToday.com would try to cover up the truth again:



She said she has only seen the need for the program grow since the first delivery in June 2021.

In May 2021, Dyck applied for [charitable status](#), which she officially received on July 19, 2022.

Dyck told *BarrieToday* her goal with the charity was to create a program that was ultimately indispensable, and would be supported by other local charities.



Leah Dyck is the founder of Fresh Food Weekly. | Image supplied

"I am not able to get my own government funding yet. For the Trillium Foundation (grant), for example, you have to submit a minimum of two audits," she said. "One audit costs an average of \$9,000. I would have to spend \$18,000 just to be able to apply."

The other option would have been to partner with another charity which would have applied on her behalf, which she noted is not uncommon.

"It's a very normal and common thing to do ... but nobody is doing that for me, so I had to shut down," Dyck said. "That's how you exist — with funding. You can't just operate on random donations that hopefully come in."

Dyck estimates she raised upwards of \$100,000 last year, but it was simply a drop in the bucket of what was ultimately needed to be able to fund the program which, in 2023, delivered 1,995 food boxes to local families.

"I really wanted to get people on the program who needed it the most ... the poorest of the poor. I wanted to focus on those people and I needed to get lots of volunteers to help me with that," she said.

Despite her obvious disappointment in needing to close the program, Dyck says she's extremely proud of what she created and the number of people she — and her volunteers — have helped.

She has her sights set on getting the proper funding in place to operate it as a fully functioning charity in the future with staff and an operating facility.

"I am estimating it's over \$250,000 in fresh food that I arranged to be delivered to those people who desperately need it," Dyck said. "I am shutting it down because I can't keep running it by myself anymore. I physically am not well because of it. I can't afford to eat ... I eat one meal a day and it's been like that for over a year and I am drained beyond belief."

Having to shutter the program she's worked so hard to create — and which is still much-needed in the city — feels like a punch to the gut for Dyck, who said she finds herself in tears daily thinking about the gap that will be left without Fresh Food Weekly.

"The truth is it's being shut down because nobody cares (who) should care. (The problem) is getting the people in charge of the money to say 'yes'. Nobody here is interested," she said. "I think everybody assumed it was inevitable and no one thought it would get funded ... nobody cares enough."

Dyck says she has requested a meeting with City of Barrie officials to see if the municipality will help support the program by applying for funding on its behalf, so she's hopeful something will come from that.

Now the original version has been edited to cover-up the truth again.
Thankfully, I screenshot the original.

As you can see, I reached out to him on Jan. 17th, and his secretary responded 18 minutes after the article was posted on Jan. 22nd:

LD Leah Dyck January 17, 2024 at 7:08 AM
 Meeting with Alex?
 To: Alex Nuttall, Natasha Halikas

Good morning Alex and Natasha,
 I hope you're both having a good morning so far.

I wanted to let you know that yesterday was Fresh Food Weekly's last delivery day. I haven't been able to get any help with running it and it's way too much work for one person to do and I just can't do it alone anymore. I also need funding to run the program properly. I'll make a public announcement about this either later today, or tomorrow or Friday by the latest.

I was wondering if I could set a meeting with Alex though, and bring Mary-Anne Frith and Barbara White, the founders of Ripple of Kindness, to the meeting as well? And there's a few other people I would like to bring as well if that's okay?

If Alex is available to meet sometime between Jan. 25th and Feb. 8th, that would be preferred for us, but if not, would he be available after Mar. 3rd?

I would like to see if there's a way the City of Barrie could support the program, financially, among other ways. I also have plans to bring free produce to the other charities in Barrie as well (like, TONS).

Thank you Alex and Natasha and I'll talk to you soon!

Leah

NH Natasha Halikas January 22, 2024 at 3:03 PM
 RE: Meeting with Alex?
 To: Leah Dyck, Alex Nuttall

Siri Found a Contact Add
 Natasha Halikas
 natasha.halikas@barrie.ca

Good afternoon, Leah,
 Happy to arrange a meeting between yourself and Mayor Nuttall. This week's schedule is a bit tight, but would you be available Friday, Feb. 2 at 1:30pm?

Thanks,

Natasha Halikas
 (she/her/hers)
 Communications and Office Manager
Office of The Mayor
 The City of Barrie
 705-792-7900 ex 5053

In our meeting, I gave him a proposal for a food systems planning office, and before he even read one word of it, he threw his hands in the air and said “we’re not creating a whole new office!” I proceeded to ask him for a job because that was the sole purpose of the meeting - and his response to me was, word for word; “I don’t think you want a boss” (I’m starving btw).

Then Nikki Cole, the [BarrieToday.com](https://www.barrietoday.com) reporter, reached out to me personally asking for some stories for their public housing series. I told her all of this, but she ghosted me.

Nikki Cole
 Inquiry from BarrieToday RE: Housing series
 To: Leah Dyck

April 17, 2024 at 4:11 PM

Siri Found a Contact
 Nikki Cole
 nikki@barrietoday.com

Add

Hi Leah,
 Hope you're doing well.
 I am reaching out in the hopes you might be able to help.

We are embarking on a Housing series, and one of the ones I have been assigned is to speak to someone currently living in social housing within Barrie and get some insight into the challenges of obtaining the housing to begin with, is it hard to get out of social housing, pride of ownership, etc.

I recall from one of our conversations that you mentioned you live/lived in one of the complexes in the city? I was also thinking based on your work with your charity, you may even know a few folks who would be willing to share their own stories on the record?

Any insight/assistance with this would be greatly appreciated.
 Nikki

Nikki Cole
 Reporter | [BarrieToday](https://www.barrietoday.com)
 705-242-3093 ext. 1215

Leah Dyck
 Re: Inquiry from BarrieToday RE: Housing series
 To: Nikki Cole

April 21, 2024 at 7:44 AM

Good morning Nikki,
 I hope you're doing well.
 I just wanted to make sure you got my email I sent last week about Barrie public housing?
 Leah
 Sent from my iPhone

[See More from Nikki Cole](#)

Rob Cikoja is the CEO of Habitat for Humanity Huronia and he was on my advisory committee when I had one and he's a nice guy, but he told me that the reason no one in this city will help me is because of those posts I made about the Barrie public housing abuses.

Empower Simcoe receives \$40 million a year to serve 2,600 people and all of them are starving.

Last year, The City of Barrie tried to put a ban on helping homeless people.

This isn't right. Nothing about this is right.

Leah's Post

Midland News & Commentary Group · Join
Leah Dyck · 5 days ago

Does anyone know if public housing providers can legally evict an Rent-Geared-to-Income (RGI) tenant for not working as a single mom with a severely autistic child?

Is the only reason this single mom and her daughter didn't get evicted because Barrie Housing knew exactly who this story was about and evicting her would have been a lot harder to do with a spotlight being pointed at them?

Was Fresh Food Weekly also saving people from being illegally evicted by Barrie Housing?

#8MNPHC #SCHC #Barrie #barrieontario #simcoecountyhousing #barriehousing #publichousing #simcoecounty #AffordableHousing

[Handwritten Signature]
A Commissioner, etc.

The screenshot shows a Facebook post by Leah Dyck. The post text is as follows:

Our August delivery day is coming up soon! This month we're delivering meal boxes to 50 low-income families on Aug. 24th between 8-10pm and that's exactly one week away!

I would like to tell you about another resident in our monthly meal box delivery program. I had the privilege of meeting this young woman and her daughter on the July meal box delivery day, as I delivered her meal box. I've put her in the program on-going because like so many others, her dad left her daughter for not working - she, actually starving.

This is her story...

"I'm a single mom with a child who has a disability. I lived in a trailer with my daughter for over three months, and now I'm currently living in subsidized housing. Shortly after moving into Barrie Public Housing, I applied for Ontario Works. But just recently, I got a call from my case worker saying that if I don't find employment, I can't receive Ontario Works (OW) anymore.

For anyone who has a child with ASD (Autism Spectrum Disorder), they know the struggle of raising a child with special needs. My daughter can't eat by herself, go to the bathroom by herself, get up and down stairs by herself, etc... Not to mention that she has countless visits to Speech Therapy, Occupational Therapy and so.

I provided OW with proof of diagnosis and info on my court order. I'm the only caregiver of a child with disability, so when I supposed to support my child and provide her with her needs for the busy working day (Jan-Apr) in April 2023, I was refused from the system and stopped getting the so much needed assistance which was only \$300/month!

Long story short: I had to cook (and buy groceries) for my 11-year-old by myself. I had to decide whether to buy a bag of potatoes or putting gas in my car to bring my daughter to therapy the next day. My child has sensory issues with food and texture. I really can't remember the last time I bought the type of food that she can tolerate to eat. It's been really hard, extremely hard.

Barrie Housing will charge you rent, but this is a subsidy so my rent is \$20 a month. My water, gas, electricity, internet, etc... It's getting paid with the child benefit money I get from the government each month!

I know - reading about these kinds of stories is so heartbreaking. But I'm learning that that parent these things go if it, because no one is talking about them. Did you know that the starting rate for a Barrie Municipal Non-profit Housing Corporation public housing managing a building is \$100,000/year!

Look at this article: <https://www.ontario.ca/gov/affordable-housing>. The government loans \$200 million for affordable housing last year, but the problem they're not addressing - you know how many families I'm seeing in at the address listed in this article? It's literally disgusting how many people need tremendous help right now.

The woman in the story does not live at the address in the article here, but there are so many families like in this exact conditions in that exact location. These families don't have a choice.

You will see all the pages after this story, that everything in this story is true.

in a country where women have to choose between not getting heated and not getting food? Is this really the best we can do? For women with children with disabilities, they're left with absolutely nothing. Why are so many organizations okay with that?

Fresh Food Weekly exists because there are thousands of women and children in our City starving right now. I don't know why this isn't all over the news and I don't know where all this government funding keeps going but it's not going to the people who need it. The poorly and children who need it just keep starving day after day, month after month, and year after year.

If you would like to help even one family struggling in Barrie, you can sponsor them with a meal box for \$45. For August, these meal boxes are valued at \$135 and includes fresh food that has been locally sourced. Nothing is expired. Nothing is about to go past its "best before date". Everything is high quality.

I am trying to show these people that they didn't do anything wrong by leaving their abusive partner or choosing to care for their young child with autism. I'm trying to show this woman that she's a great mother who deserves respect and dignity.

If you would like to sponsor a family in need, please send me a PM.

In addition, we're looking for a lot more delivery drivers on Aug. 24th next week. We need help with packing up the meal boxes, as well as delivering them and we also need a few people to help with cleaning up afterwards. And this all happens at Community United Church in Wilminton. Packing starts at 2pm and deliveries start between 3:30-4pm. If you would like to get involved, please send me a PM because we need more help!

Thank you again for taking the time to read another one of my lengthy posts! I know it's not the best thing to read about, but the amount of suffering in our community is not okay. It's not even close to being okay.

www.FreshFoodWeekly.com

Leah



The screenshot shows several comments on Leah's post:

- Comment 1: "I have my own case worker... she's been amazing... she's helped me with my child's needs... she's helped me with my child's needs... she's helped me with my child's needs..."
- Comment 2: "I've been reading about these kinds of stories... it's so heartbreaking... it's so heartbreaking... it's so heartbreaking..."
- Comment 3: "I've been reading about these kinds of stories... it's so heartbreaking... it's so heartbreaking... it's so heartbreaking..."
- Comment 4: "I've been reading about these kinds of stories... it's so heartbreaking... it's so heartbreaking... it's so heartbreaking..."
- Comment 5: "I've been reading about these kinds of stories... it's so heartbreaking... it's so heartbreaking... it's so heartbreaking..."


A Commissioner, etc.

August 21, 2024

Good evening,

My name is Leah Dyck and I'm a tenant residing at Summitview here in Barrie (380 Duckworth St.). I'm writing this letter to all Barrie Municipal Non-Profit Housing Corporation (BMNPHC) and Simcoe County Housing (SCHC) tenants.

I was recently doing some research for 'social housing as a health detriment' research study, and realized that our housing provider, the BMNPHC, is "overcharging" their RGI tenant's rent, deliberately. So this is stealing. When I use this language, though, people seem to get uncomfortable with it, despite it being the correct language to use.

I have a half-hour recorded phone call between myself and the BMNPHC's CEO, Mary-Anne Denny-Lusk, admitting they "over-charged" me nearly \$2,700, which can be listened to on my website: www.FreshFoodWeekly.com. They only gave this money back after nine months of asking four different managers for it, and not until I threatened to tell national news outlets. Then they returned it immediately.

I've been living in Barrie Housing since 2008 and I've never received a tenant ledger, so I actually have no idea if they've returned all the "over-charged" rent. I just found out what tenant ledgers are in the last week of July 2024. Since learning about them, I've also learned that no other Rent-Geared-to-Income (RGI) tenants in all of Simcoe County have ever received a tenant ledger since at least 2008.

When the Mayor of Barrie, Alex Nuttall, was informed, his response was to participate in an interview with BarrieToday.com, and then he allowed a series of articles praising Barrie Housing for being a blessing in the community, to be published.

After speaking to the Ontario Ombudsman assigned to my case on Aug. 20th, 2024, we learned that they do not have jurisdiction over the BMNPHC or the SCHC. I asked her if, based on her experience as an investigator, if the behaviour being demonstrated by the County and the City is suspicious, or unusual because, "you'd assume they'd have done something by now before letting it get this far", and her response was: "you should definitely pursue them".

I also asked her what my next step is and she says now I need a lawyer. Unfortunately, Legal Aid doesn't consider this to be an emergency and the half-hour free legal advice I received from the Law Society Referral Service was, "I can serve your housing provider for \$1,200". However, the HRTO will assign me a lawyer eventually. I think it'll be after Aug. 29th.

Here are all the places I've contacted for help so far:

- HRTO File #1: 2024-57438
- HRTO File #2: 2024-57443
- On Aug. 19th, I learned that the Law Enforcement Complaints Agency (LECA) only investigates police officers.
- On Aug. 19th, 2024, I filed a complaint with Barrie Police; Reference #: 2024-94312.
- On Aug. 20th, 2024, the Ontario Ombudsman let me know that they do not have jurisdiction over the BMNPHC or the SCHC.
- The Federal Housing Advocate told me they never received my complaint/application/request for help and that they won't help either.

For a full update, visit the Fresh Food Weekly website's most recent blog post (found under the 'About' tab at the top of each page).

In my HRTO's Form 16: Request For Interim Remedy, and I've requested an interim public interest remedy, which is that the respondents pay for me to be retained to rewrite many policies in the social services sector, as well as to pay for an experienced policy-writer to help me, full-time, since I've never been trained to write policies before and I want to ensure they new proposed policies are structured properly and are valid.

The City of Barrie told the HRTO in their Form 17 Response to Request For Interim Remedy that the HRTO doesn't have the authority to grant me this interim public interest remedy request and Simcoe County accused me of trying to work for the government and told the HRTO that if I want to work for the government, then I can try to get hired the traditional way. I guess this means the respondents aren't going to claim I haven't been trying to get a job. The BMNPHC did not respond.

When I asked the HRTO's Registrar how long approximately it'll take them to make a decision regarding my request for an interim remedy, I received an automated response saying they're backlogged. According to Tribunal Watch Ontario, in May 2024, the HRTO's current "unresolved caseload rose to 9,527, amounting to a three-year backlog, based on its record of closing approximately 3,000 applications a year."

So I'll keep advocating and pushing to get this case dealt with as soon as possible, because we cannot continue living like this. In my last email to the HRTO, I let them know that I would like to be the named lead representative for a class action lawsuit against the respondents if that's at all possible.

Private Facebook Group: Public Housing Tenants in Simcoe County

Public Housing Tenants in Simcoe County is a Private Facebook Group for current and past tenants of the Simcoe County Housing Corporation, and the Barrie Municipal Non-Profit Housing Corporation.

The City of Barrie, Simcoe County, the Barrie Municipal Non-Profit Housing Corporation, and the Simcoe County Housing Corporation, are accused of major crimes, including fraud, and has been served by the Human Rights Tribunal of Ontario (HRTO).

This private Facebook group is a place for current and past tenants to gather, connect, exchange information, ask questions, and get informed about what's going on with this matter.

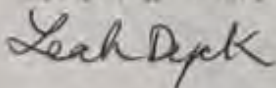
Additionally, you can sign up to Fresh Food Weekly's monthly newsletter, located at the bottom of the home page: www.FreshFoodWeekly.com.

Thank you,

Leah Dyck


ffwbarrie@gmail.com


www.FreshFoodWeekly.com

Original email - unaltered




A Commissioner, etc.

Leah's Post


 Write a public reply...

 Kelly Bowes
If it's removed how come I've just seen it?? ...
Sw Like Reply Share


View all 2 replies

 Becky Gale
As someone who is very familiar with the HRTO, it's a very LONG process! COVID really put them behind! I filed my application in 2020, we are still in the midst of it. You'll definitely need patience. I would also be somewhat careful of what you are posting, it can affect your application, just an FYI! ...
Best of luck!


Sw Like Reply Share Edited 3 

 Leah Dyck **Author**
Becky Gale Thank you!
Yes, however, I'm hoping it might be fast-tracked.
Someone recently told me that it took five months between the time they filed online, to the time the HRTO served the respondents. ...
Mine took two weeks.
I feel it may be fast-tracked because thousands of people are currently being robbed as we speak. 😞

Sw Like Reply Share

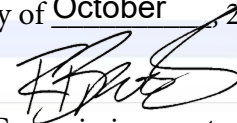
 Becky Gale
You have to apply for it to be fast tracked! You can go onto HRTO and see exactly what you need to file for it to be fast tracked! It doesn't go automatically! ...
Mine was quickly in the beginning as well, it's while waiting for mediation that takes forever, and if you go to trial, even longer! 😞

Sw Like Reply Share 2 

 Leah Dyck **Author**
Becky Gale Thank you!
I checked off that I will not do mediation. ...
I will look at that form tomorrow and get it in!

Sw Like Reply Share 

This is Exhibit “ R ”
Referred to in the Affidavit
Of Mary-Anne Denny Lusk
Sworn before me the 4
Day of October, 2024



A Commissioner, etc.

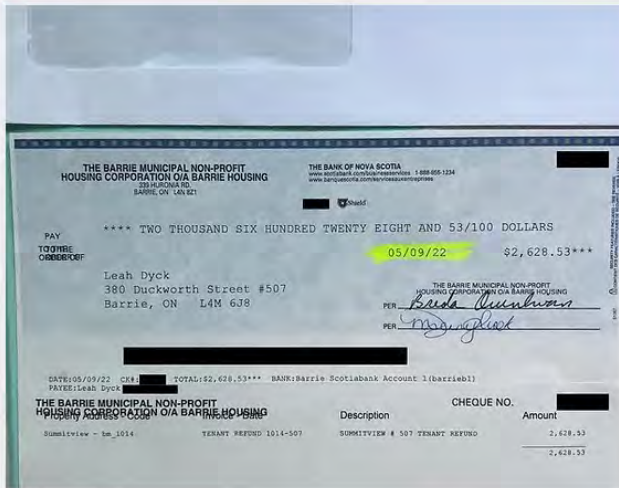


The BMNPHC & SCHC's Unknown Rent Calculations

Fresh Food Weekly had to shut down the biweekly meal box program that was feeding hundreds of starving people living on social assistance benefits in Barrie and Innisfil because the BMNPHC decided that disabled and elderly people didn't deserve to have fresh food and toilet paper delivered to them every other week.

Leah Dyck personally raised +\$176K in two years and Fresh Food Weekly was doing really well.

Barrie Housing staff hated her for being so good at feeding their hungriest tenants; which were, coincidentally, their poorest tenants who don't pay any rent at all, because of their disabilities.



The following audio recording is a half-hour phone call between Leah Dyck, and Mary-Anne Denny-Lusk, the CEO of the BMNPHC, admitting they "over-charged" Leah's rent by nearly \$2,700. They gave back the funds nine months after Leah reached out to four managers asking about the amount of the "over charge" and only after she threatened to tell national news outlets.



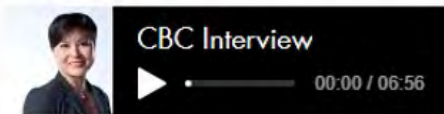
The definition of 'over charge' is: charge (someone) too high a price for goods or a service.

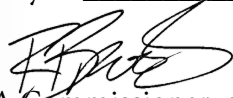
The definition of 'stealing' is: the action or offence of taking another person's property without permission or legal right and without intending to return it; theft.

Let's Chat!

History of BMNPHC Discrimination

This whole thing actually goes back further. For some reason, Mary-Anne Denny-Lusk allowed Fresh Food Weekly to be run out of their empty community room for a few months in 2021 (July to September, 2021). Then, they changed their mind (they gave her two months to find a new space, though). Unfortunately, many people share the same views as the BMNPHC and the SCHC, which is that these people don't deserve anymore of a handout than they're already getting - this is why women stay with men who beat them; because at least they're housed and fed. Since Leah lives at the public housing building this community room was at, she could see that it continued to remain empty for at least another year after the BMNPHC told her to get out. This CBC radio interview was recorded on the morning of Oct. 6, 2021, in an effort to find a new operating space. Unfortunately, Fresh Food Weekly didn't end up finding a new space for nine more months after this interview was aired:



This is Exhibit " S " referred to in the Affidavit Of Mary-Anne Denny Lusk Sworn before me the 4 Day of October, 2024

A Commissioner, etc.

BarrieToday.com was provided with all of this evidence after asking Leah specifically about the Barrie public housing experience, as seen in the 'Description of Activities' pdf attachment, but decided to ghost Leah instead of report it. Screenshots of BarrieToday.com trying to cover this up are also provided in the 'Description of Activities' pdf attachment.

It's been a long time coming.

When I tried to get help, I was silenced and no one listened, or even cared.

I've had my name dragged in the dirt and I've been called a liar.

Every time this City or County moves, they destroy every good thing in their path.

Not anymore!

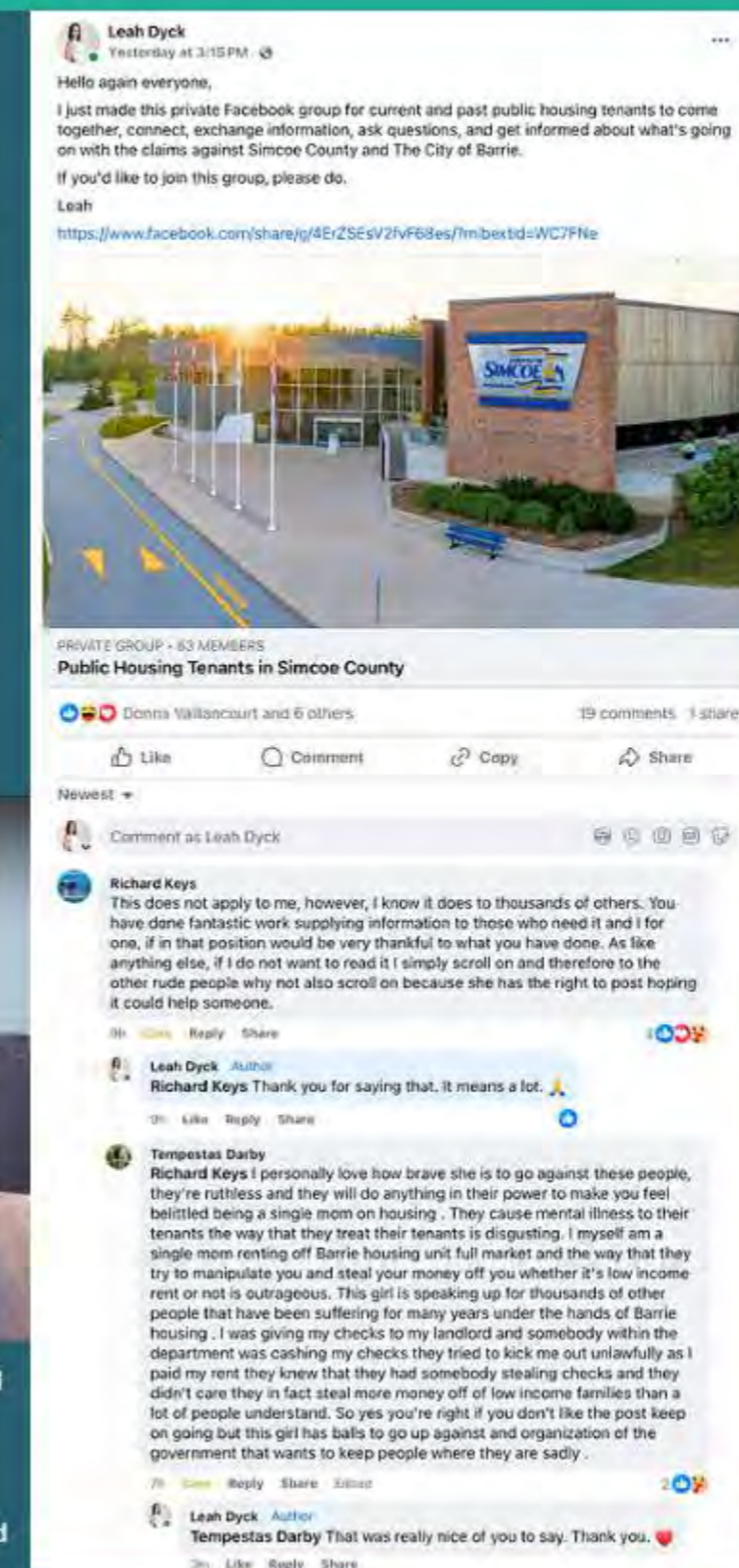
To those getting-off on destroying innocent lives in Simcoe County...

Your days in command are numbered.



When this woman saw her tenants struggling, she shut down the best food charity in town. The last thing in the world this woman cares about is helping Barrie's poor people.

None of her tenants are excited about anything. That's why you'll never find an interview with a Barrie Housing RGI tenant saying anything positive about Mary-Anne Denny-Lusk or Barrie Housing.



This is Exhibit " T " Referred to in the Affidavit Of Mary-Anne Denny Lusk Sworn before me the 4 Day of October, 2024

[Signature]
A Commissioner, etc.

This is Exhibit “ U ”
Referred to in the Affidavit
Of Mary-Anne Denny Lusk
Sworn before me the 4
Day of October, 2024



A Commissioner, etc.

Millions Are Being Pumped Into Barrie Housing Projects Despite Claims of Major Crimes & Fraud.

Do governments really just hand over millions without ever confirming with beneficiaries themselves, if they're receiving the benefits?

Earlier this Spring, Barrie received \$249M for public housing projects:

to fast-track housing

'I can't do it alone. We need to partner with communities right across the country,' says federal minister during stop in downtown Barrie



Bob Bruton
Mar 14, 2024 4:00 PM



Inflation blamed for \$217M price tag at Rose St. housing project

'Even a one per cent increase on a project this size is \$2 million a year. It doesn't take long, unfortunately,' says county official

Nikki Cole
Apr 1, 2024 2:30 PM



Ford pops into Barrie, drops \$6.34M into city coffers for housing

'This funding will further propel our efforts in creating a variety of housing options to suit the needs of our growing city,' says mayor



Bob Bruton
Mar 15, 2024 1:00 PM



Let's Chat!

This is Exhibit “ V ”
Referred to in the Affidavit
Of Mary-Anne Denny Lusk
Sworn before me the 4
Day of October, 2024

[Signature]
A Commissioner, etc.

Notice of Application: Respondent 1

Download a copy

On August 30, 2024, The BMNPHC submitted a Form 26: Request for Summary Hearing and are seeking to dismiss this case. I replied later on that day. Here's a slightly condensed version of my response, which is an accumulation of the respondents lies and cover-ups:

Form 11: Response to Request for Summary Hearing

Download a copy

On June 4, 2024, Barrie's City Council adopted the Housing Community Improvement Plan, with a budget of \$10M. No appeals were filed. If the respondents are misusing government funds, they're about to misuse \$10M and once its spent, Leah's afraid that it will never be spent on the people it's supposed to be spent on. It's certainly interesting that Barrie Housing's property's ownership has changed so drastically in the last two years leading up to this \$10M investment project.

2. Describe the harm that would result if this Request is denied.

Disadvantaged tenants are suffering horribly because of the respondent's multi-decade tyranny of abuse of power, abuse of public funds, and unparalleled gross negligence. The results of severe material deprivation over long periods of time exacerbate poor health outcomes among Barrie's vulnerable population groups. Tenants are not being sheltered properly, and they're going multiple days without any food, week after week. This results in metabolic syndrome, which significantly increases the risks of developing type 2 diabetes and cardiovascular disease.

3. Explain why in your view the Application should be given priority for Tribunal resources over other matters.

Leah suspects the respondents are illegally evicting tenants who chronically pay a subsidized rate. Leah believes the respondents are increasing Barrie's homelessness rate, which is where 50% of Simcoe County's homeless population resides. In 2023, Barrie's City Council tried to make a bylaw that banned people from helping the homeless, but was rejected due to public outrage.

The United Nations (UN) was so concerned about the direction Barrie was taking regarding this, they're now implementing additional protective bylaws across Canada to deter other Municipalities from trying to follow suit.

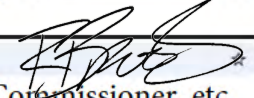
4. Provide a detailed description of the changes you are requesting to the Tribunal's normal process if this Request to Expedite is granted. Include dates or time frames, where applicable.

Leah is not sure what the Tribunal's normal process is, but if it's possible to expedite this case as soon as possible, it would actually save people's lives. It would decrease premature deaths. It might even allow tenants to become healthy.

Leah is afraid the new housing developments will be missing structural materials that will still be listed in the construction costs. Leah believes this is one of several schemes the respondents are engaged in, to increase margins for part-owners. This may also help explain why there's been so many majority ownership changes in the last two years.



This is Exhibit “ W ”
Referred to in the Affidavit
Of Mary-Anne Denny Lusk
Sworn before me the 4
Day of October, 2024



A Commissioner, etc.

diseases.

We delivered fresh and locally-sourced food to the front doorsteps of food-insecure households every other week, for free.

We have no human rights.

We're living in hell.



FRESH FOOD WEEKLY

A nutrition-based intervention program

This is Exhibit " X " Referred to in the Affidavit Of Mary-Anne Denny Lusk Sworn before me the 4 Day of October, 2024


A Commissioner, etc.

Freeing Simcoe County's Abused Victims



Simcoe County and The City of Barrie are sex-trafficking hot spots, manufactured by the County and City themselves.

- Drive along the highway near Barrie, and “I’ll tell you right now, that 70 per cent of those guests in those hotels and motels are sex-traffic victims, right now,” she told her audience. According to Dave Hossack, interim executive director of the Child Advocacy Centre of Simcoe/Muskoka, close to 70 per cent of human trafficking in Canada happens in Ontario. “And over 90 per cent of human trafficking victims in Ontario are from Ontario,” he added. - May 4, 2017. [Source](#).
- “Two-thirds of the nation’s police reported trafficking in persons violations occur in Ontario,” said Dr. Natalya Timoshkina, an associate professor in Lakehead’s school of social work. Within Ontario, Simcoe County is “a hot spot for sex trafficking and labour trafficking,” she added. - March 19, 2021 [Source](#).
- Stephanie Bellows is an intelligence analyst with the province. She said the issues of human trafficking have exploded in recent years locally. The victims are both male and female and can be any age. There have been cases of trafficking in Barrie, especially in the hotels in Barrie. It is not an isolated issue. Barrie is quickly becoming a hot spot as well," Bellows added. - July 29, 2023. [Source](#).
- Building Bridges Through Common Ground; \$300K for 3 Years: Barrie Police Service is strengthening school safety and youth support through its partnership with the Simcoe/Muskoka Child and Youth Advocacy Centre Common Ground Youth Group Program. The six-week program focuses on youth ages 12-18 who have witnessed, experienced or are at increased risk of experiencing gender-based violence. Funding will be used for a direct referral process, increased program space and academic research and data interpretation. 2023-24 to 2025-26. [Source](#).

Hello friends of Fresh Food Weekly,

As many of you know, I’ve recently been posting a lot more about what I’ve been dealing with behind the scenes with my housing providers, the city and the county. Some of you may know that the respondents in the housing/city/county matter have requested to dismiss this matter this past Friday because I keep posting so much.

The Human Rights Tribunal of Ontario's (HRTO) Legal Counsel Centre told me the HRTO will probably not dismiss this matter (they said that without looking at the evidence) and in my opinion, there's no way they'll dismiss the matter because of the evidence. You can find my response to their Form 26: Request For Summary Hearing on [Fresh Food Weekly's homepage](#).

It's Wednesday now and still no hearing date has been set.

I know some people are getting sick and tired of seeing me post about these issues and others have told me to use other channels (even though I've reached out to +200 national news reporters and no one will report on this).

I hear you.

I continue publishing for the thousands of Rent-Geared-to-Income (RGI) tenants in Simcoe County who're being impacted by something nobody wants to stand-up against, and no one in authority cares about.

In fact, posting on Facebook about what's going on is not only therapeutic for me, it's helping me understand why current policies exist: they exist because the general public doesn't know they exist since no one will talk about them, including national news outlets.

Did you know, that if you're rescued from sex trafficking in Simcoe County, and your sex trafficker was charged and put in prison thanks to your testimony, our government gives you \$300/month to live on? Did you also know, that if you're being trafficked, one of the ways your trafficker makes money off of you is by mirroring your phone so they can watch everything you, and they can also control your phone, including transferring your welfare money out of your bank account and into theirs?

There's no way in hell that someone who's been rescued from sex trafficking can mentally hold down a job; they are paranoid of being trafficked again and I don't blame them. Our housing providers are putting them in situation to be trafficked again. And that's not an exaggeration at all. Furthermore, once a victim of abuse and trafficking has been rescued,

living on \$300/month is the only way to prevent rescued victims of sex trafficking from being physically strong enough to hold down a job since they can't eat or travel anywhere to get free food since travelling is also an expense. ¹⁰⁰

In Simcoe County, once you've been "rescued" from trafficking, you're put in prison, which is public "housing", to starve and die slowly. No one wants to hire people who live in Simcoe County or Barrie's public housing.

This system is pure insanity.

It exists because trafficked women are hated.

People rescued from trafficking get trapped in the system by our own government, for the rest of their miserable lives because no one cares. The living circumstances of these women is so bad, it prevents them from having any chance at getting out of poverty.

The way our government treats Canadians with no voices has caused our healthcare system to collapse.

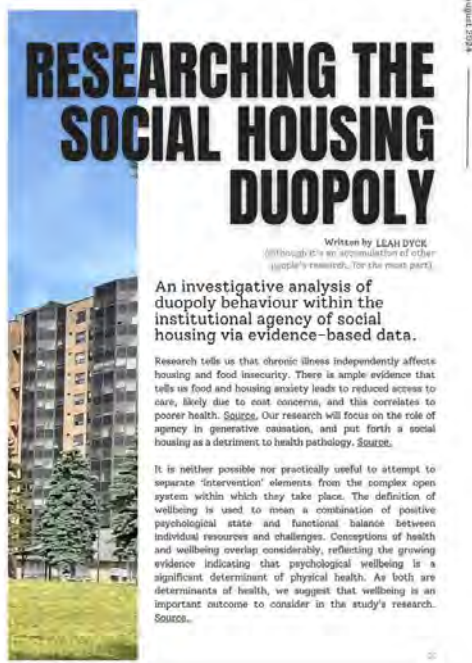
“It's cheaper in the long run to invest more in an abused woman's first five years of RGI tenancy, so she can get out of the system after five years, then it is to materially deprive her so severely, that she's forced to stay on the system for her entire life, and all of her daughters' lives too.”

Quite a few of Fresh Food Weekly’s male volunteers told me they grew up in public housing, but are now successful. They volunteered because they themselves were raised by single moms and they witnessed their moms struggle and saw that it’s actually impossible to survive. Now these men run their own businesses and manage their own schedules, so they had the flexibility to volunteer. I’ve never met a female volunteer who told me she grew up in housing and now runs her own company.

Hopefully more people can start to understand what I’m trying to say with these posts.

We live in a man’s world and women aren’t valued. Women are used. Women are exploited. And women are dying.

It’s pure torture.



Researching The Social Housing Duopoly

I put together this document, which is an accumulation of other people's research for the most part, about social housing being a detriment to health.

Housing Research

Visit Fresh Food Weekly's website [→](#)

This email was created with Wix. [Discover More](#)

This is Exhibit “ Y ”
Referred to in the Affidavit
Of Mary-Anne Denny Lusk
Sworn before me the 4
Day of October, 2024


A Commissioner, etc.

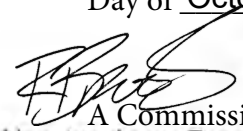




Leah Dyck

July 25, 2022 · 🌐



 ...
A Commissioner, etc.

So about a month ago, I met this single mom. She told me she's 41 and has two boys; 7 and 3, and that she's going through a divorce. She was clearly pretty upset and being mindful of her feelings, I asked her if she wanted to talk about it.

She went on to explain what a douche her ex is, and how he never did anything throughout the marriage. He never even picked out her birthday gifts - his mom would do it for him.

Just listening to her talk about her marriage made me feel so bad for her... not only did she have to take care of two young boys, she was also responsible for a grown man who never pulled his weight in any way, shape or form.

She said she finally had enough and moved out, and she's taken a sick leave off work because mentally, she's just overwhelmed with life right now. Her ex doesn't pay a cent of child support and she can't afford a lawyer to make him pay. Legal Aid doesn't see this as an emergency either. Her sick leave pay covers just enough for rent and as she was telling me all this, I could see it in her eyes, and hear it in her voice how exhausted she was.

... if she hadn't already had a break down, it was only a matter of time.

So I told her I run a food charity and that she'll be getting a July meal box, which would include milk, eggs, meat, butter, cheese, and a bunch of other great things.

Immediately she burst into tears.

The reason I'm telling you all this is because when women finally get the courage to leave, the reality is, many of them cannot afford to live on their own... whether they're working or not.

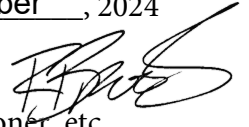
I would like to keep giving this woman a meal box every month, and I would like to keep giving meal boxes out to many other families who are struggling right now and need to know that someone cares.

If you are in a position to sponsor a low-income family in Barrie with an August meal box, please send me a PM.

Now, more then ever, the struggle is real.



This is Exhibit " AA " referred to in the Affidavit Of Mary-Anne Denny Lusk Sworn before me the 4 Day of October, 2024



A Commissioner, etc.

September 9, 2024

Barrie Housing continues to abuse their power by trying to silence me again.

I really can't take this anymore.

I've been in crisis ever since moving into Barrie Housing in 2008 and since Barrie Housing's CEO, Mary-Anne Denny-Lusk arrived in 2017, my life has been unbearable.

The people who run Simcoe County have hired a bunch of mafia "yes men", like Mary-Anne Denny-Lusk, Adele Baxter, Mina Fayez-Bahgat and all the other County-paid staff to "get rid of" Simcoe County's most vulnerable residents.

The Ontario Ministry of Children, Community & Social Services (CCSS), and



County's most vulnerable residents.

The Ontario Ministry of Children, Community & Social Services (CCSS), and Employment & Social Development Canada (ESDC) either started this, or they agreed to help when they found out. Only an investigation will reveal the extent of corruption within these governments.

Together, they've systematically cut-off and blocked thousands of Simcoe County residents from receiving regular CPP, CPP Disability, the Ontario Disability Support Program (ODSP) benefit, the Old Age Security (OAS) benefit, and the Guaranteed Income Supplement (GIS) benefit, all while thousands of jobs are being lost. Our housing providers are illegally evicting Rent-Geared-to-Income (RGI) tenants and since no agencies or organizations have jurisdiction to



corruption within these governments. Together, they've systematically cut-off and blocked thousands of Simcoe County residents from receiving regular CPP, CPP Disability, the Ontario Disability Support Program (ODSP) benefit, the Old Age Security (OAS) benefit, and the Guaranteed Income Supplement (GIS) benefit, all while thousands of jobs are being lost. Our housing providers are illegally evicting Rent-Geared-to-Income (RGI) tenants and since no agencies or organizations have jurisdiction to investigate, all these people continue to get away with murder.

- Leah Dyck



Tribunals Ontario
Tribunaux du Ontario

Request for an Order During Proceedings

Form 10

Disponible en français

AA



freshfoodweekly.com





Application Information	
Tribunal File Number:	2024-57443
Name of Applicant:	Leah Dyck
Name of Each Respondent:	The Ontario Ministry of Children, Community & Social Services, and Employment and Social Development Canada.

1. Your contact information (person or organization making this Request)

First (or Given) Name	Last (or Family) Name	Organization (if applicable)
Leah	Dyck	The VanDyck Foundation

2. Please check off what you are requesting:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Request to consolidate or have applications heard together | <input type="checkbox"/> Request to re-activate deferred Application |
| <input type="checkbox"/> Request to add a party | <input type="checkbox"/> Request for particulars |
| <input type="checkbox"/> Request to amend Application or Response | <input type="checkbox"/> Request for production of documents |
| <input type="checkbox"/> Request to defer Application | <input type="checkbox"/> Other, please explain. |
| <input type="checkbox"/> Request extension of time | |

3. Please describe the order requested in detail.

I'm requesting that my other HRTO file, #2024-57438 be consolidated or heard together. The more investigating I do myself, the more I realize just how much all parties in both matters had to know about the illegal activities the others were doing but quietly nodded in approval instead of stopping it.

4. What are the reasons for the Request, including any facts relied on and submissions in support of the Request?

I'm only looking at this situation from "the outside" and from my point-of-view, the respondents are just as evil as the Nazis. In my opinion, if the respondents could legally turn their properties into concentration/death camps, they'd do it in a heartbeat. The facts are: I'm only looking at the tip of the ice burg. The facts are: 80 percent of the ice burg hasn't been seen yet. The facts are: Anyone who doesn't work for the respondents in both matters, doesn't know the extent of corruption riddling Simcoe County.

5. Do the other parties consent to your Request?

- Yes No Don't know



This is Exhibit " CC " referred to in the Affidavit Of Mary-Anne Denny Lusk Sworn before me the 4th Day of October, 2024


A Commissioner, etc.



Coulter

BARRIE MUNICIPAL NOT-PROFIT HOUSING
CORPORATION
Plaintiff

-and- LEAH DYCK
Defendant

Court File No. CV-24-00002378-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at
BARRIE

AFFIDAVIT OF MARY-ANNE DENNY-LUSK

HGR GRAHAM PARTNERS LLP
190 Cundles Road East, Suite 107
Barrie ON L4M 4S5

Riley C. Brooks (LSO# 813710)
705-737-1811 (phone)
705-737-5390 (fax)
rbrooks@hgrgp.ca (email)

Lawyers for the plaintiff

RCP-E 4C (July 1, 2007)

Court File No. CV-24-00002378-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

BARRIE MUNICIPAL NOT-PROFIT HOUSING CORPORATION

Plaintiff/Moving Party

and

LEAH DYCK

Defendant/Respondent

AFFIDAVIT OF SOULA WHITE

I, SOULA WHITE, of the City of Barrie, County of Simcoe, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the tenant services supervisor of the applicant, Barrie Municipal Not-Profit Housing Corporation (“Barrie Housing”) and have been since January 1, 2024. Prior to that, I was the tenant service worker for Barrie Housing as between September 13, 2021, and January 1, 2024. As such I have personal knowledge of the facts deposed to herein, save where otherwise indicated.
2. My primary duties in my current role are overseeing the tenant services workers. My primary duties related to the management of certain filings relating to tenant rents, tenant arrears, tenant credits, annual reviews/audits of rental amounts, and more.
3. I was the tenant services worker for the respondent, Leah Dyck’s, building between September 13, 2021, and December 31, 2023. I was involved with the respondent’s file at the time of the credit that was issued for the respondent’s overpayment, which situation

has been detailed at length in the affidavit of Mary-Anne Denny-Lusk. I adopt Ms. Denny-Lusk's recollection and summarization of that event as my own.

4. Many of the letters/documentation that I have delivered to the respondent have been posted on Facebook under false pretenses and misinformation. I am advised by Barrie Housing's counsel that the respondent authored an exchange of e-mails to and in respect of the Human Rights Tribunal proceeding that is ongoing. In that exchange of e-mails, the respondent included as a recipient to that e-mail an individual by the name of Yanet Montero. Ms. Montero is a tenant of Barrie Housing and I am advised by counsel to Barrie Housing and therefore believe that Ms. Montero is not a party to that Human Rights proceeding.
5. In that e-mail, the respondent files a document which relates to Ms. Montero.
6. In any event, the respondent, in an e-mail which Ms. Montero is the recipient, states: "*I don't apologize for informing you that Soula was stealing from you. Any normal person would want to know they're being robbed.*" This e-mail was brought to my attention by Mary-Anne Denny-Lusk. A copy of the e-mail exchange is attached hereto as **Exhibit "A"**.
7. I state, unequivocally, that I have not "robbed" anyone. This is a deeply offensive allegation as it implicates some manner of criminal wrongdoing against me, and she is intentionally spreading these allegations to other tenants. Being personally named by the respondent in respect of unfounded criminal allegations is concerning to my personal reputation and my reputation as a member of Barrie Housing. I feel personally attacked by the respondent and

fear that her continuous posting of criminal allegations against Barrie Housing and me specifically will not cease without court intervention.

8. I swear this affidavit in support of Barrie Housing's proceeding for, among other things, interim and permanent injunctive relief and for no improper purpose.

SWORN by Soula White before me at the City of Barrie, in the County of Simcoe, Province of Ontario, on October 4, 2024



Commissioner for Taking Affidavits
(or as may be)

Riley C. Brooks
LSO# 813710



(Signature of deponent)

SOULA WHITE

This is Exhibit " A "
 Referred to in the Affidavit
 Of Soula White
 Sworn before me the
 Day of October 9, 2024

A Commissioner, etc.

Riley Brooks

From: Leah Dyck <leah.dyck@icloud.com>
Sent: August 28, 2024 6:22 PM
To: Yanet Montero Mayeta
Cc: HRTO-Registrar; Riley Brooks; Ethan McIsaac; Alex Freeman-Carter
Subject: Re: Statement of Delivery for HRTO File #: 2024-57438
Attachments: Form 10- Response YanetMontero.pdf; Form 23 (Yanet).pdf

I'm just grateful for the opportunity to show the truth, so all the respondent's schemes to intimidate and conceal what they've done are known.

There's nothing wrong with asking you to sign a petition, Yanet.

The petition had nothing to do with Barrie Housing either. It was against the Ministry of Municipal Affairs and Housing.

I don't apologize for informing you Soula was stealing from you. Any normal person would want to know they're being robbed.

Leah

Sent from my iPhone

On Aug 28, 2024, at 6:09 PM, Yanet Montero Mayeta <phoenixfierce@hotmail.com> wrote:

Greetings everyone!

My name is Yanet Montero. Unfortunately, I have been subject to harassment by Leah Dyck, who initiated a petition against Barrie Housing without obtaining my consent to include my name. Upon my request she removed my name.

Days later she contacted me to suggest that I should join her to pursue legal action against Barrie Housing, citing discrimination based on my ethnicity and my child's disability.

I communicated with Barrie Housing via email regarding the situation and emphasized that Leah Dyck is not authorized to speak on my behalf. Following my notification to Barrie Housing, Leah Dyck continues to harass me and my daughter.

Please feel free to reach out for any additional information you may require, as all interactions have been documented.

Sincerely,

Yanet.

Get Outlook for iOS

From: Leah Dyck <leah.dyck@icloud.com>

Sent: Wednesday, August 28, 2024 4:31:54 PM

To: HRTO-Registrar (MAG) <hrto.registrar@ontario.ca>; Freeman-Carter, Alex <alex.freeman-carter@simcoe.ca>; Ethan Mclsaac <Ethan.Mclsaac@barrie.ca>; Riley Brooks <rbrooks@hgrgp.ca>; Yanet Montero Mayeta <phoenixfierce@hotmail.com>

Subject: Statement of Delivery for HRTO File #: 2024-57438

Good afternoon,

I'd like to submit a Form 10, Form 23 and a third document titled 'YanetCommunications' so everyone can see the entire communications history between myself and Yanet, so they can all see for themselves that I never tried to "use" Yanet for anything... I don't even know what you're really trying to prove with her letter but it's definitely something not nice and not true. I sent her a request to sign a petition and she declined it. That also happened with at least four other people as well. I think I had to ask a total of eight people until I finally found five who would sign it.

I didn't realize that was such a big deal. I still don't see how it's a big deal.

Leah

<Yanet Communications.pdf>

BARRIE MUNICIPAL NOT-PROFIT HOUSING CORPORATION
Plaintiff

-and- LEAH DYCK
Defendant

Court File No. CV-24-00002378-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at
BARRIE

AFFIDAVIT OF SOULA WHITE

HGR GRAHAM PARTNERS LLP
190 Cundles Road East, Suite 107
Barrie ON L4M 4S5

Riley C. Brooks (LSO# 813710)
705-737-1811 (phone)
705-737-5390 (fax)
rbrooks@hgrgp.ca (email)

Lawyers for the plaintiff

RCP-E 4C (July 1, 2007)

Court File No. CV-24-00002378-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

BARRIE MUNICIPAL NOT-PROFIT HOUSING CORPORATION

Plaintiff/Moving Party

and

LEAH DYCK

Defendant/Respondent

AFFIDAVIT OF ASHLEY SUTHERLAND

I, ASHLEY SUTHERLAND, of the City of Barrie, County of Simcoe, in the Province of Ontario,
MAKE OATH AND SAY:

1. I am a Tenant Services Worker with the applicant, Barrie Municipal Not-Profit Housing Corporation (“Barrie Housing”) and have been since February 21, 2024. Prior to this role, I was the Tenant Services Administrator for Barrie Housing, and had been since November 15, 2021. As such I have personal knowledge of the facts deposed to herein, save where otherwise indicated.
2. My role within Barrie Housing is that of the primary point of contact for six Barrie Housing properties which I oversee. I am the primary point of contact for any tenant service related matter, such as collecting rents, collecting arrears, filling vacancies and otherwise responding to general tenant issues.
3. The respondent, Leah Dyck, resides in one of the six buildings that I oversee.
4. Throughout the course of my role as Tenant Services worker, I have been approached by various tenants concerning their interactions with the respondent. Many of the tenants wish

to remain anonymous for fear of retribution from the respondent. The complaints I receive from tenants generally relate to their feeling cornered/pressured by the respondent's efforts to recruit or incite other tenants into joining her "fight" against Barrie Housing.

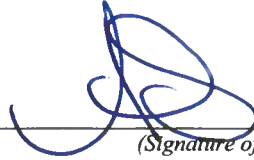
5. I am also the subject of a Facebook post by the respondent, which post is exhibited at Exhibit "N" of the affidavit of Mary-Anne Denny-Lusk, and otherwise reproduced and attached hereto as **Exhibit "A"**.
6. In that post, the respondent posted publicly an allegation that I have stolen from the respondent. I state, unequivocally, that I have not stolen from the respondent. This is a serious allegation of criminal wrongdoing. The allegation is completely false and rooted in malice. Being the subject of such a public allegation is deeply offensive and concerning to me. I am afraid that my reputation – both personally and professionally – has or will be tarnished as a result of this baseless criminal allegation.
7. In or about August 2024, I was approached by a tenant. This tenant has specifically requested that she not be identified. This tenant is a tenant in the respondent's building. This tenant approached me, visibly upset, and advised me that the respondent's constant postings were upsetting to her. Specifically, this tenant advised me that her primary issue was that anytime she sees the respondent, this tenant feels cornered by the respondent who spreads falsehoods against Barrie Housing including but not limited to "they are stealing" and "did you see they are stealing again."
8. These are the types of enquiries I receive from distressed tenants as a result of the respondent's campaign of online posts.
9. I swear this affidavit in support of Barrie Housing's seeking of interim and permanent injunctive relief against the respondent and for no improper purpose.

SWORN before me by Ashley Sutherland in
the City of Barrie, in the County of Simcoe,
Province of Ontario, on October 4, 2024.



Commissioner for Taking Affidavits
(or as may be)

Riley C. Brooks
LSO# 813710



(Signature of deponent)

ASHLEY SUTHERLAND

On the morning of Tuesday, June 18, 2024, I found this article: **NYCHA Tenants Sue Over Early Exclusion From State Pandemic Rent Relief**, which was published on May 1, 2024. NYCHA stands for the New York City Housing Authority. Every single thing NYCHA tenants accuse their housing provider of doing, is everything the BMNPHC and the SCHC have done here, in Simcoe County, and I've collected evidence, and would like to take action.

CITYLIMITS

NYCHA Tenants Sue Over Early Exclusion From State Pandemic Rent Relief

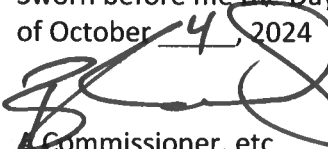
By Tatyana Turner and Jeanmarie Evelly . Published May 1, 2024

This is Exhibit " A "

Referred to in the Affidavit

Of Ashley Sutherland

Sworn before me the Day of October 4, 2024



Commissioner, etc.

The class action lawsuit, filed Tuesday on behalf of New York City public housing tenants left out of the state's rental assistance program during the height of the pandemic, alleges the state's distribution of the funds—for which these tenants received low priority—amounts to discrimination.



My name is Leah Dyck and I am a tenant of the Simcoe County Housing Corporation (SCHC), and I reside at 380 Duckworth Street, Barrie, Ontario, This address used to be managed by The Barrie Municipal Non-Profit Housing Corporation (BMNPHC).

I live in a subsidized unit.

On June 18th, I learned that this is exactly what the New York Public Housing Provider did and now their tenants are going after them with a class action lawsuit. So I emailed Nikki - the BarrieToday.com reporter, on the morning of June 18th, 2024, and told her:



Leah Dyck

What's happening in Barrie is happening in New York.

To: Nikki Cole

Sent - iCloud June 18, 2024 at 8:42 AM

<https://citylimits.org/2024/05/01/nycha-tenants-sue-over-early-exclusion-from-state-pandemic-rent-relief/>

Then look who decides to respond to me half an hour later:



Natasha Halikas

RE: Digital Copy of Today's Proposal

To: Leah Dyck, Cc: Alex Nuttall

June 18, 2024 at 9:17 AM

[Details](#)



Siri Found a Contact

Natasha Halikas
natasha.halikas@barrie.ca

[Add](#) ×

Good morning, Leah,

As per the mayor's direction, we have forwarded your proposal to the County of Simcoe. They have confirmed that the Director of Business Intelligence & System Planning, Lauralyn Johnston, will review the proposal with her Poverty Reduction team. Then, they'll draft a briefing note and some recommendations.

Have a great day!

Natasha Halikas
(she/her/hers)
Communications and Office Manager
Office of The Mayor
The City of Barrie
705-792-7900 ex 5053



70 Collier St. Barrie ON L4M 4T5
Service Barrie: 705-739-4242

www.barrie.ca | socials: [@alexfrombarrie](#)

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[See More](#) from Leah Dyck

I don't need a law degree to know this is the guiltiest behaviour someone could ever possibly demonstrate.

I haven't responded. But I want to tell her this isn't remotely close to being good enough. Furthermore, my proposal was a recommendation/advisement to them. Why would I want their recommendation? They're the ones who are starving the people.

This is the text that I sent to Nikki at BarrieToday.com on March 31st, 2024, telling her about Barrie Public Housing’:

“This is what needs to be investigated:

Back when Covid happened, we eventually got to a point where almost everything closed down and people had to work from home. When this happened, the ODSP office closed and staff went home. This meant that automatically, everyone on ODSP and CPP Disability started receiving the maximum possible amount. Normally, I receive \$850/month, but when this happened, I started receiving \$1300/month. This is the maximum amount you can get on ODSP. When everyone went back to work, all ODSP recipients were given their “over payment amount”. So for me, I owed ODSP \$450/month for like six months or something like that. This happened to everyone, so we weren’t treated badly for it. This part isn’t the problem.

Barrie housing charged us all rent based on the \$1300 amount and when everyone was told they had a huge overpayment owing, and every month going forward, ODSP would take a little bit more off our monthly checks, and that’s how we knew we were paying back the extra money we were given. Since our rent amount is based on our income amount, we were being charged on the \$1300/month rate and not the \$850/month rate. I emailed my building manager and asked about this. I was ignored. So I ended up emailing two other managers about this and they also ignored me. So I emailed a fourth manager and she responded but kept giving me the runaround. This took place over a period of nine months.

Then on the ninth month, my car broke down and I lost it on the fourth manager and emailed her and threatened to tell everything I just told you, to CBC The National (since I had media coverage by that point, THANK GOD). The next day I received an email from BMNPHC’s CEO, Mary-Anne Denny-Lusk saying she wants to talk. So I recorded the conversation because if you don’t record conversations, they deny every single thing they said on the phone.

In this recording, she admits that they “overcharged” me \$2700. Overcharging someone is when you intend to give the money back. So Mary-Anne is deliberately lying when she uses this language.

I know they’ve stolen thousands from other tenants as well. I’ve asked other tenants on ODSP if they got any money back, or were even informed of this “overpayment” and not one single person was even told about this.”

Over the last two years, I've been working +80 hours a week for no money, feeding thousands of starving families, with no support from any local charity.

Before I started my own charity, I reached out to The Barrie Food Bank to ask if I could volunteer with organizing food deliveries for people with no vehicle. Michelle told me that single mom's need to fix their problems. I told her that the pandemic is causing suicides and her response was that it's actually not:

Found in Fresh Food Weekly Mailbox



Michelle Simons

suicide rates during Covid 19

To: Leah Dyck

June 2, 2021 at 10:07 AM

Hello Leah

Thank you for your concern. While working at the food bank I have heard the most dire stories imaginable. On the contrary I have also heard some of the most victorious stories too. I like working with people to help them succeed beyond their circumstances.

After watching the YouTube video I did some research on suicide rates. All studies that I have read have said that although there is concern there has been little evidence of increase. Some provinces' rates have decreased.

This is a comprehensive study that you may want to read to put your mind at rest.

<https://www.thestar.com/news/canada/2021/04/29/did-the-covid-19-pandemic-push-up-suicide-rates-in-the-first-few-months-an-international-study-says-no.html>

I encourage you as a member of your community to encourage others to reach out for help when ever a need arises. We are happy to help when they do.

Michelle Simons

From: Leah Dyck <leah.dyck@icloud.com>

Sent: May 29, 2021 8:11 AM

To: michelle@barriefoodbank.org

Subject: Hey

Good morning Michelle,

I just wanted to share this video with you. I took a bunch of clips from other videos on YouTube and arranged them in chronological order:

<https://youtu.be/YBISQAloVP8>

News reporters from around the world are talking about how people are committing suicide because of the lockdowns. In some countries, more people have died due to suicide than from the corona virus. It talks about how fathers who aren't going out to their workplace are raping their daughters at home. In another, parents are drowning their children before they take their own lives. They leave notes saying they did it because they couldn't afford to buy milk. Mothers are staying in relationships with men who beat them because it's the only way to feed their children. And yes, this is happening in third-world countries, but it's also happening here, all over the states, and it seems to be most prolific in Japan.

Last summer, I applied for a grant from the United Way. Their CEO, Brian Shelley, was the chairman of my charity's advisory committee for a year. He told me in-person I didn't need a Board of Directors. Before I applied, Brian went on vacation, and I forgot to ask about the audits, so I asked Kelsey:



Leah Dyck

Re: Community Collaborative Support Call

To: Kelsey Nicholls

August 10, 2023 at 8:29 AM

Good morning Kelsey,

I hope you're doing well!

I just noticed this part in the grant application about submitting my most recent audit statement.

I don't have an audit statement and I definitely can't afford to get one.

I can provide my statement of financial position and even all my receipts/invoices for my first fiscal year if needed.

Would this be okay or do I absolutely have to have an audit submitted?

I recall speaking to Brian about me getting an audit and he insisted it's not necessary for me at this stage in my charity, but I just wanted to double check with you guys first.

Thanks Kelsey,

Leah

Kelsey's response:



Collaborative Projects

RE: Community Collaborative Support Call

To: Leah Dyck, Cc: Collaborative Projects

August 11, 2023 at 7:39 AM

[Details](#)

Good Morning Leah,

Providing an audited financial statement makes for a stronger application. Providing a statement of your financial position will be enough to support your application, but again, audited financials make it that much stronger. It is in these instances why collaborating is so important. When someone doesn't have enough pieces, another may. It's the wonderful world of our community collaboratives.

Should you choose to partner with another registered charity to have them administer your funds, they would be able to provide an audited financial statement. It would be up to the discretion of the collaboration and partnership to determine if there is an admin fee drawn to the registered charity who is administering the fees on your behalf (if that is the decision you choose).

Let me know if there is anything else I can support with -

Kelsey Nicholls 

Community Impact Associate

Pronouns: She/Her

United Way Centralde Simcoe Muskoka

1110 Highway 26, Midhurst ON L9X 1N6

t. 705.726.2301 ext 2026

uwsimcoemuskoka.ca



So I applied for the grant and here's my decline letter, saying the reason I didn't get the grant was because I had no Board. I spent \$2K on a grant writer for this:

December 8, 2023

Leah VanDyck

The VanDyck Foundation
507-380 Duckworth Street Barrie
ON, L4M 6J8

Dear Leah,

We appreciated your engagement in our grant making process through our Information and Capacity Building sessions that were offered through the Summer, as well as your application for funding for the 2024-2027 Community Collaboratives that addressed poverty and social inclusion in our communities.

Our Community Impact Council reviewed and assessed many applications from across Simcoe County, Muskoka and the Town of Blue Mountains to select the successful projects. Community Collaborative projects address, the data informed, priorities of United Way Simcoe Muskoka including food security, housing, mental health and income security.

United Way Simcoe Muskoka commends your collaboration with local community partners to address food security in Barrie and area. Unfortunately, your application submission did not meet the requirements for review. As there is no board, the insurances are not in place to meet the eligibility criteria and there was no signed legal document submitted with the application.

United Way Simcoe Muskoka will also have a general information session regarding the applications and the opportunity to share feedback about our grant making process.

Thank you for your interest in the 2024-2027 Community Collaboratives.



Sharon McCormick
Chief Administrative Officer

In October 2023, I was in and out of the hospital for a couple weeks for being so over worked and underfed. While I was there, they also found an extremely rare and aggressive tumour on my leg, which was removed on Oct. 20th. It had a 39% mortality rate... I literally almost became the next Terry Fox. And the church I was using just closed their doors for good, so they had new owners and the new owners wanted me out by February. I begged the county, the city, everyone for help, but no one offered to lift a finger.

In November 2023, I reached out to the County of Simcoe Food Council looking for help, (again), and their response was that they do food security well without me:

Found in Fresh Food Weekly Mailbox



Community Coordinator

November 8, 2023 at 12:23 PM

Re: Fresh Food Weekly is Shutting Down. Can you help?

To: Leah Dyck

Leah!

I'm so sorry...I thought I had sent you an email on Monday, but apparently I sent it to Courtney, instead. 🙄

I hope you're hanging in there.

Here's the email:

Hi Leah:

I had a chat with erin about your predicament this morning, to see what we can offer as advice. The focus of SCFC is all about relationship building and creating ties between people who work in food insecurity and we do that job well. Unfortunately, outside of that, we don't have a lot of resources ourselves. But erin did suggest maybe you could get some funding help through SCIF, if you haven't tried that already. What we can personally do for you is offer you our social media and newsletter resources to put the word out in the community about the space you need and a call for volunteer assistance.

There are a lot of organizations out there in dire need of funding, so, as you know, competition for government dollars is keen. But what we can do is offer you a seat at our Food Access Working Table, where you can meet others who may have the connections you need. I know the group has been a godsend for those involved.

I wish I had more I could offer as I can see you are doing amazing work and I want you to be able to continue. Let me know if anything we can offer is of interest to you. In the meantime, I wish the best for you!

**Best regards,
Kari Klassen (she/ her) | Simcoe County Food Council
Community Coordinator**

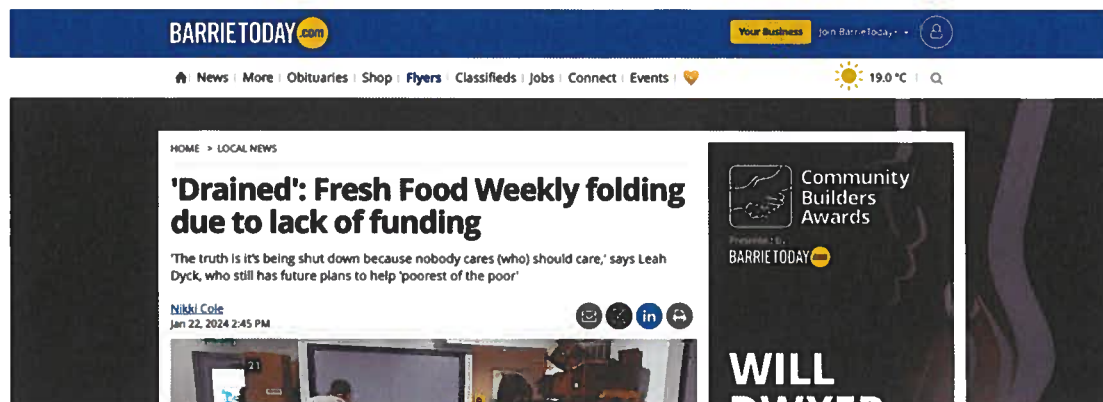
Sent from my iPhone

See More from Leah Dyck

So I closed down my charity in January. In February, Barrie Housing promoted Ashley, the girl that stole from me, to manage my building:



Once I closed down my charity, I reached out to Alex Nuttall, the Mayor of Barrie, to request a meeting. It wasn't until five days and 18 minutes later, and after [BarrieToday.com](https://www.barrietoday.com) posted [this article](#) which accused the Mayor of ignoring my request for help:



Then, on June 21, 2024, BarrieToday.com edited this article to remove the part accusing Alex Nuttall of ignoring Leah's request. However, Leah screenshot the original version because she knew BarrieToday.com would try to cover up the truth again:

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22.8 °C

COMMUNITY POLL

Participate in our next community poll.

What statement best describes your housing situation?

- Rent an apartment
- Share an apartment
- Live with my parents/children
- Own my house
- Rent/lease a house
- Crashing with friends right now
- Homeless
- Other

Vote Results > Archives >

PRIMO PAVING
SINCE 1967

Get a broken

In this photo from October 2021, Fresh Food Weekly volunteers pack up boxes that are delivered to local people in need. | BarrieToday files

Listen to this article
00:05:05

A much-needed local charity that helps people in need is being shuttered — unless it gets some help itself.

In a Facebook post on Jan. 18, Leah Dyck, who is the founder of [Fresh Food Weekly](#), a food security program that delivers fresh and locally sourced food to low-income families on a bi-weekly basis, announced that she will no longer be able to continue the program.

"I've decided that yesterday was our last delivery day, as I can't keep running the program on my own anymore," she wrote. "I do have a plan on what my next steps are and that includes figuring out a way to get funded like all the other charities do. That's why they exist: they have funding which allows them to hire staff.

"I'm going to be reaching out to all our program recipients, volunteers, suppliers, donors and other community partners over the next few days to let everyone know," Dyck added.

The Barrie woman, who has been living in Barrie public housing for the last 14 years, launched her community program in mid-2021 with a goal of reducing food insecurity by providing food to those who need it.

She said she has only seen the need for the program grow since the first delivery in June 2021.

In May 2021, Dyck applied for [charitable status](#), which she officially received on July 19, 2022.

Dyck told *BarrieToday* her goal with the charity was to create a program that was ultimately indispensable, and would be supported by other local charities.



Leah Dyck is the founder of Fresh Food Weekly. | Image supplied

"I am not able to get my own government funding yet. For the Trillium Foundation (grant), for example, you have to submit a minimum of two audits," she said. "One audit costs an average of \$9,000. I would have to spend \$18,000 just to be able to apply."

The other option would have been to partner with another charity which would have applied on her behalf, which she noted is not uncommon.



nts | ❤️

"It's a very normal and common thing to do ... but nobody is doing that for me, so I had to shut down," Dyck said. "That's how you exist — with funding. You can't just operate on random donations that hopefully come in."

Dyck estimates she raised upwards of \$100,000 last year, but it was simply a drop in the bucket of what was ultimately needed to be able to fund the program which, in 2023, delivered 1,995 food boxes to local families.

"I really wanted to get people on the program who needed it the most ... the poorest of the poor. I wanted to focus on those people and I needed to get lots of volunteers to help me with that," she said.

Despite her obvious disappointment in needing to close the program, Dyck says she's extremely proud of what she created and the number of people she — and her volunteers — have helped.

She has her sights set on getting the proper funding in place to operate it as a fully functioning charity in the future with staff and an operating facility.

"I am estimating it's over \$250,000 in fresh food that I arranged to be delivered to those people who desperately need it," Dyck said. "I am shutting it down because I can't keep running it by myself anymore. I physically am not well because of it. I can't afford to eat ... I eat one meal a day and it's been like that for over a year and I am drained beyond belief."

Having to shutter the program she's worked so hard to create — and which is still much-needed in the city — feels like a punch to the gut for Dyck, who said she finds herself in tears daily thinking about the gap that will be left without Fresh Food Weekly.

"The truth is it's being shut down because nobody cares (who) should care. (The problem) is getting the people in charge of the money to say 'yes'. Nobody here is interested," she said. "I think everybody assumed it was inevitable and no one thought it would get funded ... nobody cares enough."

Dyck says she has requested a meeting with City of Barrie officials to see if the municipality will help support the program by applying for funding on its behalf, so she's hopeful something will come from that.

Now the original version has been edited to cover-up the truth again.
Thankfully, I screenshot the original.

As you can see, I reached out to him on Jan. 17th, and his secretary responded 18 minutes after the article was posted on Jan. 22nd:

LD Leah Dyck January 17, 2024 at 7:08 AM
Meeting with Alex?
 To: Alex Nuttall, Natasha Halikas

Good morning Alex and Natasha,

I hope you're both having a good morning so far.

I wanted to let you know that yesterday was Fresh Food Weekly's last delivery day. I haven't been able to get any help with running it and it's way too much work for one person to do and I just can't do it alone anymore. I also need funding to run the program properly. I'll make a public announcement about this either later today, or tomorrow or Friday by the latest.

I was wondering if I could set a meeting with Alex though, and bring Mary-Anne Frith and Barbara White, the founders of Ripple of Kindness, to the meeting as well? And there's a few other people I would like to bring as well if that's okay?

If Alex is available to meet sometime between Jan. 25th and Feb. 8th, that would be preferred for us, but if not, would he be available after Mar. 3rd?

I would like to see if there's a way the City of Barrie could support the program, financially, among other ways. I also have plans to bring free produce to the other charities in Barrie as well (like, TONS).

Thank you Alex and Natasha and I'll talk to you soon!

Leah

Found in Fresh Food Weekly Mailbox

NH Natasha Halikas January 22, 2024 at 3:03 PM
RE: Meeting with Alex?
 To: Leah Dyck, Alex Nuttall

Siri Found a Contact Add X
 Natasha Halikas
 natasha.halikas@barrie.ca

Good afternoon, Leah,
 Happy to arrange a meeting between yourself and Mayor Nuttall. This week's schedule is a bit tight, but would you be available Friday, Feb. 2 at 1:30pm?

Thanks,

Natasha Halikas
 (she/her/hers)
 Communications and Office Manager
Office of The Mayor
 The City of Barrie
 705-792-7900 ex 5053

In our meeting, I gave him a proposal for a food systems planning office, and before he even read one word of it, he threw his hands in the air and said “we’re not creating a whole new office!” I proceeded to ask him for a job because that was the sole purpose of the meeting - and his response to me was, word for word; “I don’t think you want a boss” (I’m starving btw).

Then Nikki Cole, the [BarrieToday.com](https://www.barrietoday.com) reporter, reached out to me personally asking for some stories for their public housing series. I told her all of this, but she ghosted me.



Nikki Cole

Inquiry from BarrieToday RE: Housing series

To: Leah Dyck

April 17, 2024 at 4:11 PM



Siri Found a Contact

Nikki Cole
nikki@barrietoday.com

Add ×

Hi Leah,

Hope you're doing well.

I am reaching out in the hopes you might be able to help.

We are embarking on a Housing series, and one of the ones I have been assigned is to speak to someone currently living in social housing within Barrie and get some insight into the challenges of obtaining the housing to begin with, is it hard to get out of social housing, pride of ownership, etc.

I recall from one of our conversations that you mentioned you live/lived in one of the complexes in the city? I was also thinking based on your work with your charity, you may even know a few folks who would be willing to share their own stories on the record?

Any insight/assistance with this would be greatly appreciated.
Nikki

Nikki Cole

Reporter | [BarrieToday](https://www.barrietoday.com)
705-242-3093 ext. 1215



Leah Dyck

Re: Inquiry from BarrieToday RE: Housing series

To: Nikki Cole

April 21, 2024 at 7:43 AM

Good morning Nikki,

I hope you're doing well.

I just wanted to make sure you got my email I sent last week about Barrie public housing?

Leah

Sent from my iPhone

[See More](#) from Nikki Cole

Rob Cikoja is the CEO of Habitat for Humanity Huronia and he was on my advisory committee when I had one and he's a nice guy, but he told me that the reason no one in this city will help me is because of those posts I made about the Barrie public housing abuses.

Empower Simcoe receives \$40 million a year to serve 2,600 people and all of them are starving.

Last year, The City of Barrie tried to put a ban on helping homeless people.

This isn't right. Nothing about this is right.

BARRIE MUNICIPAL NOT-PROFIT HOUSING CORPORATION
Plaintiff

-and- LEAH DYCK
Defendant

Court File No. CV-24-00002378-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at
BARRIE

AFFIDAVIT OF ASHLEY SUTHERLAND

HGR GRAHAM PARTNERS LLP
190 Cundles Road East, Suite 107
Barrie ON L4M 4S5

Riley C. Brooks (LSO# 813710)
705-737-1811 (phone)
705-737-5390 (fax)
rbrooks@hgrgp.ca (email)

Lawyers for the plaintiff

RCP-E 4C (July 1, 2007)

BARRIE MUNICIPAL NOT-PROFIT HOUSING CORPORATION
Plaintiff/Moving Party

-and- **LEAH DYCK**
Defendant/Respondent

Court File No. CV-24-00002378-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
BARRIE

MOTION RECORD
OF THE PLAINTIFF/MOVING PARTY
(RETURNABLE DECEMBER 24, 2024)

HGR GRAHAM PARTNERS LLP
107- 190 Cundles Road East
Barrie, ON L4M 4S5

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