

ONTARIO  
Superior Court of Justice

Amended

**Plaintiff's Claim**  
Form 7A Ont. Reg. No.: 258/98



**TORONTO COURTHOUSE**

Small Claims Court

**47 SHEPPARD AVENUE E, 3<sup>RD</sup> FLOOR,  
TORONTO, ON, M2N 5N1**

Address

**416-326-3554**

Phone number

SC-17-9364-00  
Claim No.

**Plaintiff No. 1**

Additional plaintiff(s) listed on attached Form 1A.

Under 18 years of age.

|  |                       |                                  |
|--|-----------------------|----------------------------------|
| Last name, or name of company<br><b>PETROVIC</b>                   |                       |                                  |
| First name<br><b>MAJA</b>  | Second name           | Also known as                    |
| Address (street number, apt., unit)<br><b>1879 PINECREEK COURT</b> |                       |                                  |
| City/Town<br><b>PICKERING</b>                                      | Province<br><b>ON</b> | Phone no.<br><b>647 981 3831</b> |
| Postal code<br><b>L1V 3R4</b>                                      |                       | Fax no.                          |
| Representative   |                       | LSUC #                           |
| Address (street number, apt., unit)                                |                       |                                  |
| City/Town  | Province              | Phone no.                        |
| Postal code  |                       | Fax no.                          |

**Defendant No. 1**

Additional defendant(s) listed on attached Form 1A.

Under 18 years of age.

|   |                              |   |
|---|------------------------------|---|
| Last name, or name of company<br><b>MUIRHEAD</b>                              |                              |   |
| First name<br><b>BRYANN</b>   | Second name<br><b>Nicole</b> | Also known as<br><b>Brianne N Meyrhad</b> |
| Address (street number, apt., unit)<br><b>4000 Dundas Street West, Box 42</b> |                              |   |
| City/Town<br><b>Toronto</b>   | Province<br><b>ON</b>        | Phone no.<br><b>647 527 2706</b>          |
| Postal code<br><b>M6S 2T7</b>   |                              | Fax no.                                   |
| Representative<br><u>KEVIN ANDERSON</u>                                       |                              | LSUC #<br><u>906 800</u>                  |
| Address (street number, apt., unit)<br><u>27 FLEMINGTON COURT</u>             |                              |   |
| City/Town<br><u>Whitby</u>  | Province<br><u>ON</u>        | Phone no.<br><u>905 441 1790</u>          |
| Postal code<br><u>L1N 5X1</u>   |                              | Fax no.<br><u>416 391 6071</u>            |

Les formules des tribunaux sont affichées en anglais et en français sur le site [www.ontariocourtforms.on.ca](http://www.ontariocourtforms.on.ca). Visitez ce site pour des renseignements sur des formats accessibles.

How much? \$ ..... 16,354.73  
(Principal amount claimed)

16,845.23 \$

ADDITIONAL PAGES ARE ATTACHED BECAUSE MORE ROOM WAS NEEDED.

The plaintiff also claims pre-judgment interest from \_\_\_\_\_ under:  
(Date)

(Check only one box)  the Courts of Justice Act  
 an agreement at the rate of \_\_\_\_\_ % per year

and post-judgment interest, and court costs.

Prepared on: September 3, 20 17

*Maja Petrovic*

(Signature of plaintiff or representative)

Issued on: SEP 05 2017, 20

*[Signature]*

(Signature of clerk)

|                              |  |
|------------------------------|--|
| <b>CAUTION TO DEFENDANT:</b> | <b>IF YOU DO NOT FILE A DEFENCE</b> (Form 9A) and an Affidavit of Service (Form 8A) with the court within twenty (20) calendar days after you have been served with this Plaintiff's Claim, judgment may be obtained without notice and enforced against you. Forms and self-help materials are available at the Small Claims Court and on the following website: <a href="http://www.ontariocourtforms.on.ca">www.ontariocourtforms.on.ca</a> . |
| <b>CAUTION TO PARTIES:</b>   | Unless the court orders or the rules provide otherwise, <b>THIS ACTION WILL BE AUTOMATICALLY DISMISSED</b> if it has not been disposed of by order or otherwise two (2) years after it was commenced and a trial date or assessment under subrule 11.03(2) has not been requested.   |



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Telephone: 416-326-2220 / 1-800-518-7901 TTY: 416-326-4012 / 1-877-425-0575

## SCHEDULE A

### **THE PLAINTIFF CLAIMS:**

1. A payment of the sum of \$ **16,845.23** plus interest
2. Pre-Judgment and post-judgment interest at the rate under section 128 of the court of justice Act, R.S.O. 1990, c.c. 43
3. Cost of this action on a substantial indemnity basis, and
4. Such further and other relief as this Honorable Court deems just.

### **OVERVIEW**

#### **The Parties:**

1. The MAJA PETROVIC (The “Plaintiff”) is the individual who lives in the city of Pickering, province of Ontario.
2. The BRYANN MUIRHEAD (The “Defendant”) was the Tenant who lived on Plaintiff’s property at 1103-370 Dixon Road, N, Toronto, ON, M9R 1T2

#### **The Background:**

1. The Plaintiff states that all material times the Defendant signing the lease agreement for one year on May 31, 2016, starting the lease on July 22<sup>nd</sup> 2016.
2. The Plaintiff states that all material times that the tenancy between Plaintiff and Defendant remain continued on or around May 3, 2017
3. The Plaintiff states that all material times she allowed on the Defendant request to paint inside her unit and the Plaintiff agreed to bear reasonable painting material cost, and the defendant agreed to provide all expenses receipt immediately, but she never provided any such receipt. Defendant provided all receipt just before she was moving from the rental unit. The Defendant went to Landlord and Tenant Board for recovery of painting expenses; she submitted first time all receipt on April 1st, 2017, and LTB order to Plaintiff on May 24th to pay \$ 797 to Defendant and Plaintiff paid this money to Defendant.
4. The Plaintiff states that all material times that after the Defendant moved out, the Plaintiff discovered that the Defendant painted inside the unit so badly and needed to do repairs of damages plus to repaint half of the unit to make it livable condition. The Plaintiff then hired a

contractor to repaint master bedroom (defendant used as storage during tenancy), kitchen and hallway to make it available for next tenant.

5. The Plaintiff states that all material times that the Defendant painted over the electrical outlets, removed plate over interphone wires and some telephone, switch and outlets covers were removed.
6. The Plaintiff states that all material times that she never allowed the Defendant to remove or to disassemble of door and shelves; the Defendant removed all sliding doors, shelves from all closets, damaged balcony door, etc. for no reason.
7. (7 and 10 merged) The Plaintiff states that all material times that after Defendant moved out from the rental unit, she discovered a lot of maintenance issues in the rental unit. The landlord's mirror has removed, closet, shelves, balcony door, sliding door, etc. disassembled by the Defendant and need to fix, the plaintiff had hired contractor to address all the issues and to make it livable again.
8. The Plaintiff states that all material times that she did not allow the Defendant to disassemble stove etc., but she did it. The Plaintiff replaced this stove with good condition another stove, again the Defendant disassemble burner of the second stove for no reason, the second stove stopped working, and landlord had ultimately no option but to buy a brand new stove.
9. The Plaintiff states that all material times that the Defendant tempered with aspirator over the stove.
10. (Removed)
11. The Plaintiff states that all material times that the Defendant painted over and removed 1 kitchen ceiling light glass and all bulbs, tempered with ceiling fans in the rental unit. The Plaintiff replaced all ceiling fans and ceiling lights in the rental unit.
12. The Plaintiff states that all material times that after the Defendant moved out, she discovered bathroom sink plugged, new washing machine door was not closing properly, etc., the plaintiff's husband fixed all the property maintenance deficiencies later, if it fixed by private contractor it might cost hundreds of dollars to Plaintiff.
13. The Plaintiff states that all material times that the Defendant did not want to purchase her own fobs from condo management as they are not transferable. Plaintiff borrowed hers two extra fobs from condo management to the Defendant to make her life easy. After the tenant moved

out on May 2, 2017, she showed irresponsible behavior; she just returned one non-working fob, the other fob never return to Plaintiff.

14. The Plaintiff states that all material times that the Defendant complaint to city department for property repair, the city issued an order to do necessary repair work by the Plaintiff, the Defendant gave a hard time to the Plaintiff to repair caused incredible mental suffering and pain to Plaintiff.
15. On February 17-26 Tenant was sending emails arguing about the dates on notices of entrance and that landlord cannot come both days, must pick up one day only. She was rejecting written NOE and requiring by email only.
16. On February 18<sup>th</sup> with proper NOE, Tenant mother didn't allow landlord to inspect the unit and make the photos.
17. On February 19<sup>th</sup> with proper NOE Tenant Mother M. Scruton and defendant asked plaintiff to leave unit while contractor was doing repairs.
18. On February 28<sup>th</sup> 2017 with proper NOE tenant was yelling one plaintiff "why she cashed her rent cheque for March"! Defendant didn't allow plaintiff to go to bedroom, standing in the hall blocking passage. Defendant was yelling on plaintiff all the time and ordered her to leave unit immediately. Defendant starts calling police. Plaintiff left and called police herself. Plaintiff was waiting for police for hour and a half on the parking, while her kids were in the car. Police officers said that they cannot do anything and she has to contact LTB. Defendant never allowed plaintiff to check small bedroom, which made her very suspicious and concerned.
19. On March 11<sup>th</sup>, with Proper NOE the plaintiff needed to enter to conduct duct cleaning with CAPPS DUCT CLEANING SEVICES. During the cleaning tenant with her mother Margaret Scruton were continuedly yelling at plaintiff.
20. On March 18<sup>th</sup> Plaintiff went to check N5 points and make photos of damages. Plaintiff was evicted by defendant's mother and defendant called police again.
21. On April 11<sup>th</sup> with proper NOE the landlord had to enter the unit to conduct repairs ordered by the city that were not done yet. Saleem a contractor entered with the landlord, at the time of entry both tenant and her mother Margaret Scruton had threatened to twist plaintiff hands behind the back if she makes any photo.
22. The Plaintiff states that all the material times after tenant was informed that lease agreement can not be extended for an extra year the Defendant complaint to the city to maintain the rental unit

according to property standard. Accordingly, the city issued an order to do necessary repair work; the plaintiff did her best to maintain the unit according to city property standard after necessary repair work done, the city inspector did a final inspection on April 19th, 2017. The order was closed on April 20<sup>th</sup>, next day on April 21, 2017, the Defendant served Plaintiff a N9 form with ten days' notice to evict the rental unit, again shows tenant irresponsible behavior and breach of one-year Agreement to lease.

23. The Plaintiff states that all material times that her husband is severe ulcerative colitis and due to continuous pain suffering, lack of time to give proper attention to her husband, his disease worse.
24. The Plaintiff states that all material times that she has three kids including twins and one of a twin (Gabriel) has special needs. She visited Grandview kids twenty times for developmental assesment, Ocupational Therapy and Speech therapy during the period of January-May 2017. The twin had 3-4 ear infection in period October 2016 - April 2017; she made number of visits to family doctor, 4-5 visits to ear specialists and hearing assessments. On March 22nd 2017 while plaintiff was waiting for 2 hrs to submit application against defendant in LTB Scarborough, Gabriel (twin) was crying all the time. Security was warming Plaintiff all the time to calm kid as his crying is not acceptable. On the way back while plaintiff was puting Gabriel in the car seat she noticed that his ear was full of dry liquid (his ear membrane just ruptured). During those two hours Gabriel was suffering incredible pain but plaintiff wasn't able to help him because she didn't notice what was happening, plaintiff attention was to finish submitting application the fastest as possible and go back to Pickering to pick up oldest kid (4 years old) from school at 3.15pm. On August 25<sup>th</sup> 2107 twin had MRI in Sick kids and all month assesments for ear surgery that is coming this week on September 6<sup>th</sup>. Beginning of October is new hearing assessment and then visit to Ear specialist. This month is starting new session of speech therapy in Grandview kids and then at the end of October is visit with Developmental Peditrician. Plaintiff beside dealing with tenant, repairs, LTB, must take care of her kids and attend all medical appointments. Defendant intent malicious behaving caused incredible mental suffering and pain to plaintiff and her family.
25. The Plaintiff states that all material times that due to Defendant unreasonable behavior there were a lot of maintenance issues after Defendant moved out. Further, the Defendant failed to provide proper 60-day legal eviction notice, this unit remains vacant for 97 days after the tenant

moved out from the property and the Plaintiff suffered financially. Due to the Defendant unreasonable behavior the rental unit remain vacant from May 3 to August 7, 2017.

26. Plaintiff states that on October 7<sup>th</sup> Plaintiff was informed by present tenant that fridge is leaking and that there is clay behind holding pipe. Plaintiff hired contractor to repair who said, that whoever put that clay damaged the fridge as well.
27. The Plaintiff states that all the material times that, she has 1 parking spot, and the Plaintiff allowed to Defendant to use for parking only. The Defendant used that parking spot to park her car and as a storage area to dump extra things, which created the problems for Plaintiff by the condo management.
28. The Plaintiff states that all material times that due the Defendant irresponsible behavior the Plaintiff suffered following expenses:

| ITEM NO | DESCRIPTION  | Cost (\$)                      |
|---------|--|--------------------------------|
| 1       | REPAIRING RENTAL UNIT, labor cost  | 2, 420.00                      |
| 2       | REPAIRING RENTAL UNIT material cost that is paid to contractor                             | 732.34                         |
| 3       | 4 CEILING LIGHTS and DOOR LOCK   | 115.95                         |
| 4       | 3 CEILING FANS   | 292.39                         |
| 5       | 2 SET OF SLIDING DOORS PURCHASED   | 800.00                         |
| 6       | MACROVAWE OVER THE RANGE PURCHASED   | 242.05                         |
| 7       | NEW STOVE PURCHASED  | 845.00                         |
| 8       | WASHING MACHINE AND PLUGGED SINK   | Husband repaired them, no cost |
| 9       | 2 SETS OF FOBS   | 60.00                          |
| 10      | MENTAL PAIN AND SUFFERING  | 5,000.00                       |
| 11      | <u>PLAINTIFF HUSBAND LOSS OF INCOME</u><br><br>Tenant application March 13 <sup>th</sup> , | <u>1,750.00</u>                |

|    |   |   |
|----|---|---|
|    | <u>Landlord application that was adjourned April 7<sup>th</sup>,</u><br><u>Review order of tenant application May 8<sup>th</sup>,</u><br><u>Hearing of landlord application May 24th</u><br><u>Hearing of landlord's representative application</u><br><u>May 26<sup>th</sup></u><br><u>Hearing of Tenant application Sept 5<sup>th</sup></u><br><u>Hearing of tenant application October 25<sup>th</sup></u> | <u>7 hearings multiplied with 250\$</u> |
| 12 | <u>FRIDGE REPAIR</u>  | <u>282.50 \$</u>                        |
| 13 | <u>97 DAYS LOST RENT May 3rd – August 7th</u>   | <u>4,305.20\$</u>                       |
|    |   |   |
|    | <b>TOTAL</b>  | <b><u>\$ 16,845.43</u></b>              |

29. The Plaintiff states that all material times this is unfair that Defendant shows a complete irresponsible behavior.
30. The Plaintiff states that all material times the Defendant **FAILED** to fulfill responsibility of implementation of tenancy agreement between landlord and tenant
31. The Plaintiff states that all material times the lack of interest on Defendant side and not caring the lease agreement is unacceptable
32. The Plaintiff states and fact is that at all material times, she acted reasonably and good faith in its dealing with Defendant.
33. The Plaintiff pleads and relies upon the provision of Frustrated Contract Act.
34. The Plaintiff pleads and relies upon the Lease Agreement between the Defendant and the Plaintiff.