

CV-20-00636062-00CP

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

JESSICA DAWN CREVIER and GAVIN KRAUSE

- and -

1351895 ONTARIO LIMITED o/a ELMPARK MANOR APARTMENTS and ONTARIO CORPORATION 256199 o/a RONKAY MANAGEMENT INC.

*Proceeding commenced under the Class Proceedings Act, 1992*

**AMENDED STATEMENT OF CLAIM**

TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiffs. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiffs' lawyer or, where the Plaintiffs do not have a lawyer, serve it on the Plaintiffs, and file it, with proof of service, in this Court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT WILL BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

AMENDED THIS March 11, 2020 PURSUANT TO  
 MODIFIÉ CE 11 mars 2020 CONFORMÉMENT À  
 RULE/LA RÈGLE 26.02(A) )  
 THE ORDER OF L'ORDONNANCE DU  
 DATED / FAIT LE March 11, 2020  
 REGISTRAR / CLERK JESSICA DAWN CREVIER  
 SUPERIOR COURT OF JUSTICE / COUR SUPÉRIEURE DE JUSTICE

Plaintiffs  
 Defendants

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: February 10, 2020

Issued by: Electronically issued

Address of court office:  
Court House  
393 University Avenue  
Toronto, Ontario  
M5G 1E6

TO: 1351895 ONTARIO LIMITED o/a ELMPARK MANOR APARTMENTS  
2000 Sheppard Avenue West  
Suite # 304  
Toronto, Ontario  
M3N 1A2

AND TO: ONTARIO CORPORATION 256199 o/a RONKAY MANAGEMENT INC.  
1 Eva Street  
Suite # Unit 409  
Toronto, Ontario  
M9C 4Z5

## CLAIM

1. The Plaintiffs Jessica Dawn Crevier and Gavin Krause claim on their own behalf and on behalf of the Class against the Defendants:

- (a) an order certifying this action as a class proceeding pursuant to the *Class Proceedings Act*, 1992, S.O. 1992, c. 6 and appointing the Plaintiffs as Representative Plaintiffs on behalf of the Class as defined in paragraph 4;
- (b) a mandatory order requiring 1351895 Ontario Limited o/a Elmpark Manor Apartments and Ontario Corporation 256199 o/a Ronkay Management Inc. to provide reasonable accommodation costs until the units of the tenants of 235 Gosford Boulevard, Toronto Ontario are truly fit and habitable;
- (c) an interlocutory injunction prohibiting 1351895 Ontario Limited o/a Elmpark Manor Apartments and Ontario Corporation 256199 o/a Ronkay Management Inc. from forcing the tenants of 235 Gosford Boulevard, Toronto Ontario to move back into their units before the units are truly fit and habitable;
- (d) an interlocutory injunction prohibiting 1351895 Ontario Limited o/a Elmpark Manor Apartments and Ontario Corporation 256199 o/a Ronkay Management Inc. from forcing the tenants of 235 Gosford Boulevard, Toronto Ontario to sign Releases and Waivers;
- (e) an interlocutory injunction preventing the 1351895 Ontario Limited o/a Elmpark Manor Apartments and Ontario Corporation 256199 o/a Ronkay Management Inc. from terminating the leases of the tenants of 235 Gosford Boulevard, Toronto Ontario;
- (f) an aggregate amount of damages in the amount of \$50,000,000.00 for:

- a. Negligence;
  - b. Breach of contract;
  - c. Breach of Confidence and the Duty of Good Faith;
  - d. Breach of Privacy;
  - e. Breach of the *Occupiers Liability Act*, R.S.O. 1990, c. O2; and
  - f. Breach of the *Residential Tenancies Act*, 2006, S.O. 2006 c. 17;
- (g) a Declaration that any Releases or Waivers signed by the Class are null and void;
- (h) an order pursuant to s. 25 of the *Class Proceedings Act*, 1992, S.O. 1992, c. 6 directing individual hearings and determinations for class members who suffered or may have suffered damages which may be occasioned by or attributable to the Defendants' negligence and breaches as alleged, and all necessary directions related to the procedures to be followed in conducting hearings, inquiries and determinations;
- (i) exemplary, punitive and or aggravated damages in the amount of \$1,000,000.00;
- (j) prejudgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43, s. 128;
- (k) postjudgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43, s. 129;
- (l) any tax which may be payable on any amounts pursuant to the *Excises Tax Act*, R.S.C. c. 1985, c. E-15, as amended or any other legislation enacted by the Government of Canada;
- (m) an order directing a reference, or such other directions as may be necessary to determine issues not determined at the trial of the common issues;
- (n) costs of this action on a full indemnity basis, as well as the costs of all notices to the

- members of the Class as defined in paragraph 4, and of administering the distribution of any recovery in this action, plus disbursements and applicable taxes; and
- (o) such further and other relief as counsel may advise and this Court may permit and deem just and appropriate in the circumstances.

## **THE PARTIES**

### **i. The Proposed Representative Plaintiffs**

2. The Proposed Representative Plaintiff, Jessica Dawn Crevier (the “Plaintiff Crevier”) resides in the Province of Ontario. The Class, as defined in paragraph 4, were tenants, residents, and visitors of 235 Gosford Boulevard, Toronto, Ontario (the “Premises”), on November 15, 2019 (the “Date of Loss”) when at approximately 5:30 pm a fire broke out in the building (the “Fire”). She is a tenant of the Premises and she is a single mother raising her young daughter in a single bedroom unit of the Premises.

3. The Proposed Representative Plaintiff, Gavin Krause (the “Plaintiff Krause”) resides in the Province of Ontario. He is a tenant of the Premises in a single bedroom unit of the Premises.

### **ii. The Class**

4. The Plaintiff Crevier and the Plaintiff Krause are the Proposed Representatives of a Class defined as (collectively the “Class” or “Class Members”):

All persons in Canada (including their estates, executors or personal representatives) who on November 15, 2019, at the time of the Fire, regularly resided in and/or were visiting the Premises.

5. The Sub-Classes are defined as:

- (a) All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement (the “Tenants Class”);

- i. All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who did not receive temporary accommodations from the Owner Defendant and who have not returned to live at the Premises (the “Tenants Class i”);
  - ii. All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who did not receive temporary accommodations from the Owner Defendant and who have resumed living at the Premises (the “Tenants Class ii”);
  - iii. All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who received temporary accommodations from the Owner Defendant and who have not returned to live at the Premises (the “Tenants Class iii”);
  - iv. All persons in Canada who on November 15, 2019 were tenants of the Premises, pursuant to a lease agreement and who received temporary accommodations from the Owner Defendant and who have resumed living at the Premises (the “Tenants Class iv”);
6. All persons in Canada who on November 15, 2019 were regularly residing at the Premises, but not lessors (the “Residents Class”); and
7. All persons in Canada who on November 15, 2019 were visitors or guests at the Premises (the “Visitors Class”).

**i. The Defendants**

8. 1351895 Ontario Limited o/a Elmpark Manor Apartments is a corporation incorporated pursuant to the laws of the Province of Ontario and at all material times was the owner of the Premises (the “Owner Defendant”).

9. Ontario Corporation 256199 o/a Ronkay Management Inc. is a corporation incorporated pursuant to the laws of the Province of Ontario and at all times was the property manager of the Premises (the “Property Manager Defendant”).

10. The Owner Defendant and the Property Manager Defendant were “occupiers” of the Premises. Accordingly, the Defendants owed a duty of care to take such care as in all circumstances of the case was reasonable to see that the Class was reasonably safe while on the Premises.

11. All the corporate defendants are vicariously liable for the acts and omissions of their employees, agents, and servants.

**THE NATURE OF THE ACTION**

12. This action arises from a fatal five-alarm residential fire at the Premises which occurred on November 15, 2019 and started at approximately 5:30 pm. The Owner Defendant and the Property Manager Defendant failed to keep the Premises safe from fire ignition, the spread of the fire and smoke, as well as thieves who burglarized the Premises following the Fire.

13. As a result of the Fire, one man died, and hundreds of families were displaced from their homes and suffered damages. In addition, visitors were also displaced and suffered damages.

14. The Class entrusted the Owner Defendant and the Property Management Defendant to keep the Premises safe and secure. These Defendants were reckless with the safety and security of the Class.

15. The Class suffered losses including, but not limited to destroyed or damaged contents, additional out of pocket expenses resulting from their displacement from the Premises, mental distress, and pain and suffering.

16. The Class Members were barred from re-entering the property to retrieve their belongings following the Fire.

17. The Class Members' homes were burglarized following the Fire due to a lack of security in the building.

## **CAUSES OF ACTION**

### **BREACH OF CONTRACT**

18. The Tenants Class were tenants of the Owner Defendant, having each signed lease agreements which were in effect at the time of the Fire.

19. The Plaintiff Crevier paid \$779.00 per month in rent, including utilities, to the Owner Defendant. The total rent for Plaintiff Crevier's unit is approximately \$1,300.00, however the Canadian Mental Health Association ("CMHA") subsidized the remaining balance.

20. The Plaintiff Krause paid "1,439.00 per month in rent, including utilities, to the Owner Defendant.

21. The *Residential Tenancies Act*, 2006, S.O. 2006, c. 17 (the "*Residential Tenancies Act*") requires that "20(1) *A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.*"

22. The Tenants Class plead that the Premises was not kept in a good state of repair prior to



the Fire. There were numerous maintenance issues with the building including, but not limited to, lack of heat, electricity issues, plumbing issues, and rodent infestation. The Premises was not properly maintained by the Owner Defendant and the Property Manager Defendant.

23. The Tenants Class plead that an express or implied provision of their tenancy agreements was that the Premises would be safe from the ignition and spread of fires, and from burglars ransacking and stealing their personal property from the Premises. The Owner Defendant failed to uphold this provision.

24. The Residential Tenancies Act requires that “22 A landlord shall not at any time during a tenant’s occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.”

25. The Tenants Class plead that an express or implied provision of their tenancy agreements was that the Tenants Class would have a contractual right to quiet enjoyment and the right to the reasonable use and enjoyment of their units on the Premises.

26. The Tenants Class plead that the lack of heat, electricity issues, plumbing issues, and rodent infestation prior to and after the Fire and the theft of their personal property after the Fire, interfere with their rights to quiet enjoyment and freedom from unreasonable disturbance. The Owner Defendant failed to uphold this provision and interfered with the reasonable use and enjoyment of the units by the Tenants Class.

## NEGLIGENCE

27. ~~24.~~ The Owner Defendant and the Property Manager Defendant failed to keep the Premises in a good state of repair. The Premises was decrepit and behind in maintenance.

28. ~~25.~~ The Tenants Class were tenants of the Owner Defendant having each signed lease agreements which were in effect at the time of the Fire. The Tenant Class and Residents Class were all regularly residing in the Premises. The Tenants Class and Residents Class kept a significant amount of personal property at the Premises as it was their home.

29. ~~26.~~ The Class Members were owed a duty of care by the Defendants to keep their lives, homes, and belongings, reasonably safe.

30. ~~27.~~ The Visitors Class were invited to the Premises by members of the Tenants Class and Residents Class. The Owner Defendant and the Property Manager Defendant permitted guests or knew or ought to have known that guests would be at the Premises and owed a duty of care to all those who entered the Premises to keep them relatively safe.

31. ~~28.~~ The people comprising the Tenants Class, Residents Class, and Visitors Class were all individuals that the Owner Defendant ought to have had in contemplation when they took or failed to take the actions listed in paragraphs 29 and 30 below. The risk of injury to the Class was reasonably foreseeable, and the Owner Defendant owed the Class a duty of care. The Owner Defendant and the Property Manager Defendant were in a unique position to remedy the dangerous situation and had the means of alleviating the risks, for which remedies were readily available to them in the form of manpower, control, and equipment.

32. ~~29.~~ The Class pleads that their injuries, losses, and damages were caused by the breach of duty of care and negligence of the Owner Defendant and the Property Manager Defendant. The

particulars of such breach of duty of care and negligence include, but are not limited to, the following:

- (i) by the Owner Defendant,
  - (a) it failed to maintain the Premises in good repair;
  - (b) it failed to have effective, adequate, and reasonable systems of maintenance in place;
  - (c) it allowed the Premises to be in a state of non-maintenance such that they knew, or ought to have known, that the said Premises was dangerous;
  - (d) it failed to warn the Class of the danger that they knew or ought to have known existed;
  - (e) it failed to ensure that the Premises did not contain hidden traps or constitute a danger to persons at the Premises;
  - (f) it failed to ensure that employees, agents and/or contractors they hired were capable of adequately performing the duties and responsibilities of ensuring the Premises was in a safe and clean condition;
  - (g) it employed and/or hired incompetent workmen and/or contractors lacking in reasonable care, skill and training;
  - (h) it failed to adequately inspect, monitor and take such further and other steps which were readily available to it to prevent the Fire from starting and persisting;
  - (i) it failed to conduct spot checks of the Premises;
  - (j) it failed to establish adequate standards for maintaining, inspecting and monitoring the Premises, or take such other steps which were readily available to them to prevent the Fire from starting or persisting;
  - (k) it failed to follow their own procedures and manuals regarding maintenance and inspection of the Premises.

- (l) it failed to provide their servants, agents, employees, or subcontractors with proper instructions or at all;
- (m) it failed to take adequate care in the preparation, planning, design, and implementation of fire safety features in the Premises;
- (n) it knew or ought to have known that the state of the Premises constituted an unusual danger and a trap to persons in the Premises and they failed to take any sufficient steps to prevent the said Premises from being dangerous;
- (o) it failed to take all reasonable and effective measures to ensure that such Fires would not occur;
- (p) it failed to maintain the electrical boxes, rooms, and wiring;
- (q) it failed to ensure that the electrical boxes, rooms, and wiring in the Premises were up to code and safe;
- (r) it failed to install or cause to be installed the required fire safety equipment required by the *Fire Code*, O. Reg. 213/07 (the "*Fire Code*");
- (s) it knew that there was a fire hazard in the Premises because of a history of previous *Fire Code* violations and failed to remedy and/or warn the Class of same;
- (t) it failed to install or cause to be installed reasonable fire safety equipment given the nature of the building;
- (u) it failed to provide adequate staff or supervision to ensure the safety of the Class;
- (v) it failed to adequately monitor the building for fire hazards or fire outbreaks;
- (w) it failed to inform the Class of the Premises' fire plan;
- (x) it failed to inform the Class about the dangers of smoke inhalation;
- (y) it failed to conduct regular fire drills;

- (z) it failed to provide any notice of the fire plan, procedures, or fire drills;
- (aa) it failed to warn or inform the Class of the hazards, defects, faults, substandard construction or non-compliance of the Premises;
- (bb) it failed to provide the Class with adequate or any warnings or instructions regarding escape and emergency procedures;
- (cc) it failed to ensure that proper fire doors and separations between the units and floors were put in place;
- (dd) it failed to take reasonable steps to stop the spread of fire;
- (ee) it failed to install fire suppression equipment while knowing that there was an enhanced fire risk on the Premises;
- (ff) it failed to conduct fire inspections;
- (gg) it knew or ought to have known that the Premises was unsafe for habitation and storage of valuable belongings;
- (hh) it permitted the Premises to be occupied while in a dangerous state;
- (ii) it failed to implement and or enforce appropriate rules and regulations to prevent the risk of fire on the Premises;
- (jj) it failed to act with the reasonable skill and care of an owner or individual in control of a large multi-storey apartment building;
- (kk) it failed to put the interests of the Class ahead of their interest to make a profit;
- (ll) they failed to make reasonable decisions regarding the maintenance and operation of the Premises;
- (mm) it failed to reasonable effect repairs arising from the Fire;
- (nn) it failed to oversee the Property Manager Defendant's work;

- (oo) it failed to secure the building after the Fire;
  - (pp) it failed to maintain the premises in a good state of repair and fit for habitation and for complying with health, safety, housing, and maintenance standards in accordance with their duties as landlords under the *Residential Tenancies Act*; and
- 
- (qq) it failed to put in place security measures immediately after the widely publicized Fire to ensure that no theft of personal property would occur at the Premises;
  - (ii) Property Manager Defendant:
    - (a) it failed to maintain the Premises in good repair;
    - (b) it failed to recommend any required repairs to the Owner Defendant;
    - (c) it failed to effect required maintenance and repairs immediately upon discovery to ensure the safety of the Class;
    - (d) it failed to have effective, adequate, and reasonable systems of maintenance in place;
    - (e) it allowed the Premises to be in a state of non-maintenance such that it knew, or ought to have known, that the said Premises were dangerous;
    - (f) it failed to warn the Class of the danger that they knew or ought to have known existed;
    - (g) it failed to ensure that the Premises did not contain hidden traps or constitute a danger to persons at the Premises;
    - (h) it failed to ensure that employees, agents and/or contractors they hired were capable of adequately performing the duties and responsibilities of ensuring the Premises were in a safe and clean condition;
    - (i) it employed and/or hired incompetent workmen and/or contractors lacking in

reasonable care, skill and training;

- (j) it failed to adequately inspect, monitor and take such further and other steps which were readily available to it to prevent the Fire from starting and persisting;
- (k) it failed to conduct spot checks of the Premises;
- (l) it failed to establish adequate standards for the maintaining, inspecting and monitoring of the Premises, or to take such other steps which were readily available to it to prevent the Fire from starting or persisting;
- (m) it failed to follow its own or the Owner Defendant's procedures and manuals regarding maintenance and inspection of the Premises;
- (n) it failed to provide their servants, agents, employees, or subcontractors with proper instructions or at all;
- (o) it failed to take adequate care in the preparation, planning, design, and implementation of fire safety features in the Premises;
- (p) it knew or ought to have known that the state of the Premises constituted an unusual danger and a trap to persons in the Premises and it failed to take any or sufficient steps to prevent the said Premises from being dangerous;
- (q) it failed to take all reasonable and effective measures to ensure that such fires would not occur;
- (r) it failed to maintain the electrical boxes, rooms, and wiring;
- (s) it failed to ensure that the electrical boxes, rooms, and wiring in the Premises were up to code and safe;
- (t) it failed to install or cause to be installed the required fire safety equipment required by the *Fire Code*;

- (u) it knew that there was a fire hazard in the Premises because of a history of previous *Fire Code* violations and failed to remedy and/or warn the Class of same;
- (v) it failed to provide adequate staff or supervision to ensure the safety of the Class;
- (w) it failed to adequately monitor the building for fire hazards or fire outbreaks;
- (x) it failed to inform the Class of the Premises' fire plan;
- (y) it failed to inform the Class about the dangers of smoke inhalation;
- (z) it failed to conduct regular fire drills;
- (aa) it failed to provide any notice of the fire plan, procedures, or fire drills;
- (bb) it failed to warn or inform the Class of the hazards, defects, faults, substandard construction, or non-compliance of the Premises;
- (cc) it failed to provide the Class with adequate or any warnings or instructions regarding escape and emergency procedures;
- (dd) it failed to ensure that proper fire doors and separations between the units and floors were put in place;
- (ee) it failed to take reasonable steps stop the spread of fire;
- (ff) it failed to install fire suppression equipment while knowing that there was an enhanced fire risk on the Premises;
- (gg) it failed to conduct fire inspections;
- (hh) it knew or ought to have known that the Premises was unsafe for habitation and storage of valuable belongings;
- (ii) it permitted the Premises to be occupied while in a dangerous state;
- (jj) it failed to effect, or direct the owners, to reasonably effect repairs arising from the Fire;



- (kk) it failed to maintain the premises in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards in accordance with their duties as landlords under the *Residential Tenancies Act*;
- (ll) it failed to secure the building following the Fire;
- (mm) it failed to implement and or enforce appropriate rules and regulations to prevent the risk of fire on the Premises; and
- (nn) it failed to put in place security measures immediately after the widely publicized Fire to ensure that no theft of personal property would occur at the Premises.

~~33. 30.~~ As a result of the Defendants' acts and omissions, the Class suffered reasonably foreseeable damages and losses for which the Defendants are liable.

#### **BREACH OF CONFIDENCE, DUTY OF GOOD FAITH, AND BREACH OF PRIVACY**

~~34. 31.~~ The Defendants were entrusted with the security of the rental units and their contents. These Defendants failed to safeguard the physical safety of the Class as well as their personal property located at the Premises.

~~35. 32.~~ The Defendants knew or ought to have known that the Premises would be a prime target for burglaries following the extinguishing of the widely publicized fatal five-alarm fire. These Defendants failed to adequately secure the building following the Fire which resulted in the ransacking of the Plaintiffs' units, and the theft of money, goods, and the exposure of private and confidential information to unknown thieves.

36. ~~33.~~ The Class suffered psychological and emotional harm as a result of the Fire and property that they lost in burglaries and the exposure to potential identity theft.

37. ~~34.~~ The Owner Defendant and the Property Manager Defendant owed a fiduciary duty to the Class. The Owner Defendant and the Property Manager Defendant breached their fiduciary duty by allowing individuals to enter the Premises after the Fire to ransack and burglarize the Premises.

38. ~~35.~~ The Defendants had a duty to place the interests of the Class before their own but failed to do so. Instead, these Defendants favoured their own interests over that of the safety and security of the building and the Class. As a result of said breach of the duty of good faith, these Defendants owe damages.

## **DAMAGES**

39. ~~36.~~ As a result of the Defendants' actions or omissions, the Class Members have suffered and will continue to suffer damages due to the Fire, including but not limited to:

- (a) damage to their personal property in their units due to the Fire, smoke, fire suppression and water;
- (b) damage to property in their units which they had borrowed from others and pledged to return;
- (c) damage to their vehicles in the parking garage;
- (d) theft of their property from the Premises following the Fire;
- (e) out of pocket expenses including but not limited to:
  - (i) additional living expenses including food and clothing,
  - (ii) moving expenses,

- (iii) disposal of property expenses,
  - (iv) housing expenses,
  - (v) additional mileage required to be driven to and from work or otherwise required,
  - (vi) parking expenses, and
  - (vii) loss of income;
- (f) psychological or other medical treatment;
  - (g) general damages to be assessed in the aggregate;
  - (h) aggravated damages for mental distress; and
  - (i) special damages caused by the unlawful conduct by third parties, including but not limited to identity theft, and/or cyber-attacks occasioned by or attributable to the Defendants' failure to secure the building following the Fire.

40. ~~37.~~ The Class has sustained great pain and suffering from the Fire and/or from the ransacking of the units. Their enjoyment of life has been severely diminished. They have been put to the expense for hospital and medical attention, medicines, and otherwise. The Class suffered from burns, smoke inhalation, mental distress, and other medical issues resulting from the Fire and the cleanup thereafter.

41. ~~38.~~ Some of the medical expenses which the Class has incurred as a result of the incident have been paid for, on their behalf, by the Ontario Health Insurance Plan ("OHIP"). The Class and OHIP, by way of its statutory subrogated interest, claim reimbursement of all such expenses incurred to date, as well as those likely to be incurred in the future.

42. ~~39.~~ The Defendants' acts or omissions materially increased the risk of every Class Member of being victimized by identity theft, motor vehicle theft, blackmail, extortion, cyber-attacks, and/or impersonation due to the burglarizing of the Premises following the Fire.

## **PUNITIVE DAMAGES REQUESTED**

43. ~~40.~~ The Defendants' conduct was arrogant, high-handed, reckless, without care, deliberate, and with disregard of the Class Members. The Defendants knew or ought to have known that its actions and omissions would have a significant adverse effect on the Class Members.

44. ~~41.~~ The Class pleads that the Defendants' conduct have been a breach of the duty of good faith and a separate actionable wrong.

45. ~~42.~~ The Defendants knew that they were responsible for the safety and security of people's most private domain, their homes, and they failed to keep those homes safe and secure.

46. ~~43.~~ The Defendants knew that no one would be in the Premises immediately following the Fire and that an empty building full of contents would be a prime target for thieves. The Defendants failed to keep the Premises secure and to secure the belongings and private information of the Class.

47. ~~44.~~ The Defendants' conduct was sufficiently harsh, vindictive, reprehensible, and malicious so as to justify awarding punitive, exemplary, and aggravated damages against the Defendants.

48. ~~45.~~ The Defendants failed to put in place appropriate fire safeguards instead favouring their own interests over those of the Class. The Defendants have considerable assets. An award of \$1,000,000.00 for punitive, aggravated, and exemplary damages is justified to punish the Defendants and deter its inappropriate conduct in the future, as well as deter other landlords and management companies from letting their premises fall into disrepair and become fire hazards.

## **THE RELEVANT STATUTES**

49. ~~46.~~ The plaintiffs and Class plead and reply upon, and the amendments made thereto and the

regulations thereunder and the Provincial equivalents:

- (a) *Class Proceedings Act*, 1992, S.O. 1992, c. 6;
- (b) *Negligence Act*, R.S.O. 1990, c. N.1;
- (c) *Fire Code*, O. Reg. 213/07;
- (d) *Building Code Act*, 1992, S.O. 1992, c. 23;
- (e) *Residential Tenancies Act*, 2006, S.O. 2006, c. 17 and
- (f) *Occupiers' Liability Act*, R.S.O. 1990, c. O.2 t.

50. 47. The Class proposes that this action be tried at the City of Toronto, in the Province of Ontario.

~~February 10, 2020~~ March 11, 2020

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JESSICA DAWN CREVIER et al.  
Plaintiffs

- and -

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APARTMENTS et al.  
*CV-20-0063662-00 CP*  
Defendants  
Court File No.:

**ONTARIO  
SUPERIOR COURT OF JUSTICE**  
Proceeding Commenced at Toronto

**AMENDED STATEMENT OF CLAIM**

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