No. S-175088
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

CITY OF MAPLE RIDGE

PLAINTIFF

AND:

TRACY SCOTT, JANE DOE, JOHN DOE
and OTHER UNKNOWN PERSONS

DEFENDANTS

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA and THE BC TRANSPORTATION FINANCING AUTHORITY

THIRD PARTIES

APPLICATION RESPONSE

Application response of: the Defendants, Lois Gayle Tana Copperthwaite, Dwayne Alain Martin and Eva Dianne Bardonnex (the "Respondents")

THIS IS A RESPONSE TO the Notice of Application of the Plaintiff, the City of Maple Ridge, (the "City") filed December 11, 2018.

Part 1: ORDER CONSENTED TO

The Respondents consent to the granting of the orders set out in NONE of the paragraphs of Part 1 of the Notice of Application.

Part 2: ORDERS OPPOSED

The Respondents oppose the granting of the orders set out in ALL paragraphs of Part 1 of the Notice of Application.

Part 3: ORDERS ON WHICH NO POSITION IS TAKEN

The Respondents take no position on the granting of the orders set out in NONE of the paragraphs of Part 1 of the Notice of Application.

Part 4: FACTUAL BASIS

Overview

1. This is the third injunction application brought by the City against its homeless residents who are living at Anita Place. The first, in mid-2017, was abandoned.

2. The second resulted in a Consent Order, in which the City agreed that the residents could stay, and that the City would help and support them with agreed upon necessities, including, but not limited to in-tent heaters.

3. The City has failed to help or support the residents, contrary to both the letter and the spirit of the Consent Order. Now the City comes back for a third injunction request, seeking equity, but not having done equity.

4. The issue that separates the parties is that of warmth. The City, prioritizing fire safety over all other harms, will not approve or facilitate any form of in-tent heat. Consequently, the residents resort to self-help methods, in some cases using propane cylinders to generate heat for winter warmth.

5. In seeking to prioritize fire safety over all other forms of safety, the City disregards the section 7 *Charter* rights of the residents of Anita Place. The life, liberty, and security interests of the Anita Place residents are engaged, in this application, and in the underlying action.

6. Undoubtedly, the City has the means to provide in-tent heat to the residents, and has an obligation to support the delivery of heat pursuant to the Consent Order. It has not done so. At every turn, the City has blocked not only the short term solution of providing winter heat to these residents, but has also hindered efforts by BC Housing to find a more permanent housing solution for the residents of Anita Place.

7. It seems the real solution sought by the City, despite their earlier agreement to maintain the Camp, is for the camp to disband and the residents to scatter into the woods or other places, out of sight. However, as will be described below, the residents will not be out of harm's way, and in fact, will be at increased risk of harm.

8. The best solution to this problem is for the City to facilitate electricity or otherwise approve in-tent heaters for the residents, as contemplated by the Consent Order.

The Circumstances of the Respondents

9. The residents of the camp are all there for different reasons, but their collective histories are a microcosm of systemic failings, mental health problems (including addiction), and a lack of compassion from the local community. Almost all are long-time Maple Ridge residents who are trying to find a way to survive in a city that has insufficient support for them. They are not "protestors" other than as incidental to the need to live and survive.

10. It is not the long-term goal of any of the residents to establish a permanent tent city at Anita Place. It is the short-term, medium-term, and long-term goal of the residents to be housed. Indeed, counsel for the residents wrote to the City, the Province, and BC Housing to arrange a meeting to discuss how to work together to permanently house the residents and close the encampment. While the Province and BC Housing both agreed to meet, the residents' request of the City went unanswered. The City finally responded a month and a half later, after filing this application, saying that it was not "opposed to the concept of meeting", but only after this application has been heard and determined.

The Consent Order

11. In the fall of 2017, with winter approaching, the City of Maple Ridge commenced its second injunction application. Many of the materials that the City relies on in the current application were also before the Court in November 2017.

12. On the eve of the hearing, the parties, including the third parties, agreed to a consent order, which was approved by the Honourable Justice Milman on November 27, 2018, after submissions by the parties (the "Consent Order"). Generally, the form of the Consent Order, and the understanding of the parties, is that BC housing would make available "Life Safety Necessities" as defined in the Consent Order, including (but not limited to) tarps, tents and in-tent heaters. BC Housing had agreed to do this, and the City agreed that BC housing was best positioned to offer the level of support needed to maintain a safe and healthy camp.

13. The Consent Order explicitly acknowledged that some of the campers have mental health, addiction, or other disabilities.

14. The Consent Order attached a "Fire Safety Regulation" propounded by the Maple Ridge Fire Department ("MRFD"). The provision of these Life Safety Necessities by BC Housing, and with the support of the City, was a condition precedent for the residents' compliance with the Fire Safety Regulations, to the "best of their abilities".

The Fire Safety Orders

15. Following the issuance of the Consent Order, there was a relatively peaceful co-existence for many months. However, the pressure on the residents from the city escalated in late summer of 2018. Notwithstanding the requirement for cooperation and consultation in the Consent Order, on September 24, 2018, Chief Exner of the MRFD issued Fire Safety Orders pursuant to the *Fire Services Act,* RSBC 1996, c 144, against the City and the Province (collectively, the "Exner Orders" and individually, an "Exner Order"), which required virtual immediate compliance by the residents. Included in the Exner Orders were rules and regulations not part of the Consent Order, for example, the order to remove shanty structures.

16. On appeal to the Fire Commissioner, the Exner Orders were narrowed considerably. Acting Fire Commissioner French ("Commissioner French") specifically disagreed with many of Chief Exner's regulations, recognizing the necessary balancing of fire safety with other competing interests (the "French Orders"). For example, the French Orders did not require the removal of temporary structures. Commissioner French also found that Chief Exner had acted outside of the scope of the *Fire Services Act* in making certain orders.

Inadequate Shelter in Maple Ridge and the City's History of Blocking Assistance to its Homeless Residents

17. The homeless population in Maple Ridge far exceeds the available shelter beds and supportive housing. This is not new to this application. Rather, it represents a long term failure of the City to address homelessness. The history of refusal to permit or build shelters or supportive housing is lengthy.

18. Eventually, BC Housing gave up on City assistance in finding a site for temporary modular housing, and constructed those homes (for 55 people) on provincially owned land. While a positive development, these are only temporary, and in any event, are inadequate to house all of the Maple Ridge homeless population. Notably, the City offers no evidence on this application that it is taking concrete steps to further the availability of shelter beds, low income housing, or any meaningful solutions. In fact, their own evidence is to the contrary. According to the Minister of Municipal Affairs and Housing, in a letter written to the Mayor and Councilors of the City on June 14, 2018, BC Housing was ready, willing and able to providing housing, but the City had turned down proposals, to the "disappointment" of the Minister.

19. The Fire Department's evidence focuses on the failings of the residents, ignoring their successes, and their genuine compliance efforts. The residents are in fact making

substantial efforts to comply with the fire safety regulations, within the confines of the very real dangers they face in cold wet weather.

20. The largest fire safety risk at camp comes from the need for heaters in the residents' tents, to keep them warm and to keep them dry. The residents have asked for MRFD approval of a long list of in-tent heaters which are commercially available, but the MRFD has failed to approve any. Repeated requests for assistance have been made, not only between counsel for the parties, but by the residents to the MRFD directly. No meaningful assistance has been forthcoming from the MRFD, and no substantive response has been given by counsel for the City.

Structures Provide Protection to Residents

21. The City impugns the structures on site. However, Fred Scarfe, former long-time fire chief in Burnaby, opines that structures, including recreational vehicles/campers, are not inherently less safe than tents. Any risk to fire safety depends on the materials, content and placement of structures. Further, steps can be taken to mitigate risks to fire safety.

22. Residents also testify that structures: (1) offer better weather protection than tents as they block out wind and rain better and offer better protection from extreme weather events such as wind storms and floods; (2) are more fire safe than tents because they are easier to egress in an emergency, retain heat better so require less heating, and are less crowded so a heat source is less likely to be knocked over; and (3) provide better personal security for individuals and their belongings, particularly women living alone.

Fire Safety is But One Harm to be Balanced

23. The Respondents concede that the camp contains fire hazards, and there is a risk to the Respondents arising from the current conditions. However, there are many risks affecting homeless people on a daily basis. These include the health risks associated with being cold and wet, the risk of overdosing alone, physical safety (particularly for women), fire safety, protection from the elements such as downed trees, and the emotional dangers of living alone without a community.

24. The presence of the encampment prevents or lessens the harms associated with many of these risks. There is no doubt that there is safety in numbers. The presence of a critical mass of people, living under these circumstances, has resulted in:

    (a) overdose interventions that would not occur if the residents were scattered without support;
    (b) physical safety of the residents that would not occur if the residents were scattered without support;

(c) the presence of their homeless neighbours to alert residents to fire and to assist in dousing fires if this occurs;

(d) the safety of having wooden structures in recent inclement wind storm conditions, which led to a death in a tent at a homeless camp on Vancouver Island; and

(e) the sense of community and belonging, for an otherwise marginalized population, that is instrumental to emotional and psychological wellbeing.

25. If the camp is disbanded, the fire safety risks simply transform from one type of risk to another. While there have been fires at camp, the residents have looked out for each other and the fires have been extinguished. The spectre of the camp-wide conflagration raised by the City has not materialized in the more than eighteen months camp has existed.

Part 5: LEGAL BASIS

The City's Failure or Refusal to Abide by the Consent Order

26. The Consent Order creates a condition precedent to the residents of Anita Place achieving and maintaining compliance with fire safety. Recitals 5 and 6 of the Consent Order state:

> 5. In order to comply and maintain compliance with the Fire Safety Regulations to the best of their abilities, the Occupants require support and services to be provided at no cost to them, including the following:
>
> a. Fire-resistant tents;
> b. Fire-resistant tarpaulins;
> c. Cold weather sleeping bags;
> d. Cold weather clothing; and
> e. In-tent heaters, subject to the safety approval by the Maple Ridge Fire Department (not to be unreasonably withheld),
>
> all in sufficient quantities to meet the needs of those Occupants occupying the Encampment as at the date of this Order (the "Life Safety Necessities").
>
> 6. The City supports the delivery to the Encampment of the Life Safety Necessities.
>
> [Underlining added].

27. In other words, the residents are only able to comply with the Fire Safety Regulations – which the City now seeks to enforce via contempt order and/or indefinite detention – *if*

Life Safety Necessities are made available to them. However, the City has failed to provide or support the provision of Life Safety Necessities.

28. The City's fire safety concerns are rooted in the absence of a reliable way for the residents to stay warm and dry. This concern is specifically contemplated in Recital 5(e) of the Consent Order, which recognizes that the residents require in-tent heaters to help achieve compliance with the Fire Safety Regulations.

29. On February 22, 2018, counsel for the residents provided a list of approximately fifteen different heaters for the City's review. The list included gas heaters, electric heaters, battery operated heaters, and candle based heaters. The list was a result of hours of research, focusing on heaters with the best safety features. The residents' letter went unanswered, as did subsequent requests for a response.

30. Finally, on September 12, 2018, approximately seven months after the initial list was submitted, the City responded, stating:

> To date, no safe in-tent heaters have been identified. A warming facility has been provided on-site by BC Housing and, as I understand it, the heating device for that facility will shortly be returned. I am advised that, practically speaking, there is no safe means to distribute electricity to the camp.

31. The City has not provided any explanation for why the heaters researched and submitted for approval by the residents have been rejected other than the bald assertion above. The approval of in-tent heaters is being unreasonably withheld, contrary to the Consent Order.

32. Moreover, while the City has again asserted that there is no safe means to distribute electricity to camp, it has provided no evidence in support of this position. In contrast, the residents have submitted the evidence of two experts, Tyler Clarkson (a journeyman electrician) and Fred Scarfe (a retired firefighter), which both support the provision of electricity to the encampment, from a practical and fire safety standpoint.

33. BC Housing has supplied a hygiene trailer to the site, which is connected to electricity. They have also supplied a warming trailer, heated via two very large propane tanks situated in the middle of the camp, behind a wire screen. Clearly, some propane, and some electricity has been permitted and provided. It is not a practical impossibility to provide in-tent heat; but appears to be a political impossibility.

Fire Services Act and Consent Orders

34. The City, apparently aware that it is not in compliance with the Consent Order, chose to issue a new fire safety order (the Exner Orders). The Exner Orders, which were broader than the Consent Order and required immediate compliance contrary to the *Fire Services Act*, were substantially varied by Commissioner French upon appeal by the Respondents.

35. Now, by its own doing, the City is bound by two different orders relating to fire safety. While the City is bound by the French Orders, and must comply, it is also bound by the Consent Order, which requires it address fire safety cooperatively and collaboratively with the residents. Accordingly, to comply with the French Order, the City must work cooperatively and collaboratively with the residents. To do otherwise would be in breach of the Consent Order.

36. Furthermore, if the City meets its obligations under the Consent Order to work with the residents in addressing fire safety, and assists them in acquiring "Life Safety Necessities" – which are recognized as being a requirement for a fire safe encampment – not only will there be compliance with the French Orders, but there will be compliance with the Consent Order. The Consent Order contemplates a higher level of fire safety than the French Orders.

Interlocutory injunctions

37. Injunction applications which raise issues under the *Canadian Charter of Rights and Freedoms*, Part I of the Constitution Act, 1982, are decided using the test in *RJR-MacDonald Inc. v Canada (Attorney General)*. The analysis in *Maple Ridge (District) v Thornhill Aggregates Ltd.* is not appropriate where *Charter* issues are raised.

> *RJR MacDonald Inc. v Canada (Attorney General)*, [1994] 1 SCR 311; *Maple Ridge (District) v Thornhill Aggregates Ltd.*, [1998] BCJ No. 1485 (CA); *Abbotsford (City) v. Shantz* (20 December 2013), New Westminster S156820 at para. 20; *British Columbia v Adamson,* 2016 BCSC 584 at para. 35

38. *British Columbia (Attorney General) v Wale* is the formulation of the test set out in *RJR-MacDonald*, *supra*, generally used in British Columbia, and is as follows:

(a) there is a fair question to be tried; and
(b) the balance of convenience, which includes consideration of any irreparable harm, favours granting an injunction.

British Columbia (Attorney General) v Wale, 1986 CanLII (BC CA) aff'd [1991] 1 SCR 62 at p. 5

39. Regarding the balance of convenience, the following factors are relevant:

(a) irreparable harm to the applicant;
(b) which party has acted to alter the balance of their relationship and so affect the *status quo*;
(c) the strength of the applicant's case;
(d) any factors affecting the public interest; and
(e) any other factors affecting the balance of justice and convenience.

Canadian Broadcasting Corp. v CKPG Television Ltd. (1992), 64 BCLR (2d) 96 (CA) at p. 102

40. Application of the second prong of the *Wale* test requires assessment of all of the relevant factors at one time and in one unified context resulting in a single overall conclusion about where the balance of convenience rests.

Canadian Broadcasting Corp. v CKPG Television Ltd. (1992), *supra* at p. 102

41. Also, as opposed to a statutory injunction, equity is an important consideration in deciding equitable injunctions. A party cannot seek equitable relief where it has itself committed a wrong in relation to the subject of the dispute.

Vancouver (City) v Maurice, 2002 BCSC 1421 at para. 24

The Existence of Structures in the Absence of Reasonable Alternatives

42. The City asks for an order removing any building, structure or recreational vehicle/camper at Anita Place and for an order prohibiting the construction or occupation of any building or structure at Anita Place ("Structure Order"). While there is a fair question to be tried, the balance of convenience does not support granting the Structure Order.

The balance of convenience requires dismissal

43. Under the balance of convenience, the court must determine which of the two parties will suffer the greater harm from the granting or refusal of an interlocutory injunction, pending a decision on the merits.

RJR-MacDonald, *supra* at p. 342

44. As noted above, the City nominally attempts to link a prohibition on structures, including recreational vehicles, to the public interest in fire safety. It then appears to assume that

fire safety necessarily outweighs the irreparable harm to the public interest and to residents of Anita Place caused by depriving the residents of the protections provided by structures and campers.

45. First, the City has not demonstrated that the removal of structures would impact fire safety. The City's evidence does not say that structures are less fire safe than tents; it merely asserts that the structures are unsafe, specifically as a potential fuel source. There is no rationale for the removal of structures distinct from the rationale for removing tents, which the City is not seeking.

46. The Exner Orders included a requirement to remove all "*shanty type constructed structures.*" On appeal, Commissioner French removed this term, reasoning that not all of the terms in the Exner Orders "are necessary to ensure the Premises do not pose an unacceptable fire safety risk or would endanger life or property".

47. Mr. Scarfe, agrees, opining that structures, including campers, are not inherently less safe than a tent. The risk to fire safety depends on the materials, content and placement of the structure, issues which the City has not addressed in its evidence.

48. Second, in any event, the evidence establishes that the harm to the residents of Anita Place that would be caused by the removal of structures outweighs any harm from a risk to fire safety. Residents testify that structures offer better weather protection than tents, are more fire safe in that they are easier to egress, retain heat better so require less heating, are less crowded, and offer better security for individuals and belongings.

49. The City has not met its burden. In fact, the balance of convenience favours not granting the City's Structure Order.

<u>Identification and Exclusion Order</u>

50. The City, without providing any legal basis, asks this Court to grant it an injunction on extraordinary terms ("Identification and Exclusion Order"). The City's only arguments regarding why it is entitled to the Identification and Exclusion Order are that:

    (a) it has "*expressed a commitment to work towards the goal of finding housing for all those in the Encampment who wished to be housed*" and to accomplish this it must know who the residents of Anita Place are; and
    (b) if individuals do not want to be identified, then they do not want to be housed and should not be allowed to live at Anita Place.

51. The City does not provide any legal or factual basis for its Identification and Exclusion Order and on that basis alone this request should be dismissed. However, in any event,

the request cannot succeed because there is no fair question to be tried and the balance of convenience strongly militates against an injunction.

No fair question

52. The first step of the *Wale* test involves a preliminary assessment of the merits of an applicant's case. The "case" here is the claim brought by the plaintiff, as determined by the pleadings. An interlocutory injunction seeks to prevent harm to the parties and or maintain the *status quo* in relation to the plaintiff's pleaded case and rights in issue.

RJR-MacDonald, *supra* at pp. 340-342

53. There is no fair question to be tried in relation to the Identification and Exclusion Order. The issue to be tried in the City's action is set out in the City's pleadings: whether the City can dismantle Anita's Place and evict its residents under its Bylaws and or the *Trespass Act*. In response, the Respondents and others at Anita's Place have pleaded that they have constitutional rights to remain in place.

54. An interlocutory injunction for mandatory identification of the Respondents and other residents of Anita Place does not relate to the City's pleaded causes of action or the Respondent's pleaded defenses. There is no issue in the action as to whether the Respondents and other residents of Anita Place must "*wish to be housed*" in order to remain at Anita Place.

55. Further, there is no issue in the action relating to whether mandatory identification is required to house anyone. The City's purported commitment in this Application "*to work towards the goal of finding housing*", and bald statement that those who refuse to be identified do not want to be housed and therefore should be evicted from Anita Place, even if it were correct, cannot change the issues to be tried in the action.

56. A plaintiff should not be allowed to use its pleaded action in order to seek any interlocutory relief. The City's application for the Identification and Exclusion Order must be dismissed.

The balance of convenience requires dismissal

57. Further, the balance of convenience favours dismissing the City's application for the Identification and Exclusion Order.

58. If the only irreparable harm would be to the party against whom the injunction is sought, an injunction will not normally be granted. Here, the only harm that could arise is harm to the Respondents if the Identification and Exclusion Order is granted.

RJR-MacDonald, *supra* at p. 342; *Wale*, *supra* at p. 6.

59. The City's Application does not indicate any harm to the City, let alone irreparable harm, that might result if the Identification and Exclusion Order is not granted. There can be no harm to the City by not requiring the Respondents and other residents to identify themselves. Indeed, the only harm that could occur is to the Respondents if the Identification and Exclusion Order is granted. The privacy interests and dignity of the Respondents would be irreparably harmed because once the information is disclosed, such disclosure cannot be undone. Moreover, the result of the order would require the Respondents to choose between their privacy interests and being expelled from their homes.

60. Further, the City has not committed to working towards housing anyone at Anita Place. The Province and BC Housing, who are the ones actually providing housing, do not require mandatory identification enforced by the threat of expulsion. In any event, the mere convenience or administrative efficacy of a party who seeks to intrude on a person's privacy rights cannot operate to decrease the scope of those rights.

61. Although, this is not the situation in the case at bar, when there may be harm to both the applicant and the respondent, then an important factor in assessing where the balance of convenience lies is whether granting the injunction would maintain the *status quo* or not.

Wale, *supra* at p. 6, per McLachlin J.A. (as she then was)

62. A grant of the Identification and Exclusion Order will not effectively continue the *status quo*. The nature of the relief the City seeks is extraordinary and unnecessary and is a significant change to the status quo.

63. Further, this is not a case where the public interest in preserving the Respondent's privacy rights must be balanced against the public interest in the administration of justice, public safety or embodied in a regulatory scheme such as the *Securities Act*. In this case, the City does not, and cannot, point to any public interest considerations in requiring the Respondents and other residents of Anita Place to identify themselves. The City's application must be dismissed.

See e.g., *Moore v British Columbia (Securities Commission)*, 1996 CanLII 2006 (BC CA); *Schreiber v Canada (Attorney General)*, [1996] 3 FC 947

Enforcement order

64. The City also seeks an enforcement order. The order sought amounts to indefinite incarceration, without charges being laid.

65. Generally, an enforcement order is not granted at the time an injunction order is made.

See e.g., *Telus Injunction Re: Enforcement Order*, 2006 BCSC 441 at para. 36; *Canada Post Corp. v. Canadian Union of Postal Workers*, 1991 CanLII 954 (BC SC); *Homalco Band Council v. Blaney*, 2007 BCSC 918; *The Fraser Valley Regional District v. Van Geel*, 2010 BCSC 129.

66. Further, and in any event, the enforcement order sought by the City should not be granted as many of the terms of the Consent Order are insufficiently certain to sustain any remedy that impact the residents' liberty interests. The Consent Order requires that each individual having notice of the Consent Order, "shall make best efforts, each according to individual ability, to achieve and maintain upon on the St. Anne Lands compliance with [the Fire Safety Regulations]".

67. As held by our Court of Appeal, Courts should not grant vague or uncertain orders.

Halvorson v. British Columbia (Medical Services Commission), 2010 BCCA 267 at para. 18. See also: *Oak Bay Marina Ltd. v. Haida Nation*, 1995 CanLII 1464 (BC CA) at para. 12.

Conclusion

68. What is required, on an urgent basis, is for the City to provide electrical or gas powered generators and heat sources for the residents to stay warm at night.

69. The Application should be dismissed, with special costs to the Respondents, in any event of the cause, payable forthwith. The City has brought this application against a group of homeless individuals: (1) in the middle of winter; (2) despite a lack of any urgency; (3) without canvassing dates with the City's pro bono counsel; (4) serving the Respondents shortly before Christmas with its voluminous application materials; and (5) refusing a brief adjournment when advised by the Respondents' counsel that the City's unilaterally set application dates overlapped with pre-existing obligations.

70. This follows a pattern of conduct by the City during the course of this litigation where, relying on false urgency, the City threatens or takes unilateral action, and demands that the Respondents or their counsel act immediately and at the last minute.

71. The City has sought to evict residents each of the two winters of the encampment's existence, knowing they have nowhere else to go, and while knowing that the residents'

Charter rights are engaged. In its totality, the City's conduct deserves rebuke from this Honourable Court.

Robillard v. Bandick, 2015 BCSC 2011.

72. A better course of action, as requested in counsel's letters to the City, and consistent with the Consent Order, is that the parties meet to discuss housing the residents of Anita Place, and cooperating to close the encampment.

Part 6: MATERIAL TO BE RELIED ON

1. Affidavit No. 2 of Ana Ramirez, made January 7, 2019.
2. Affidavit No. 3 of Ana Ramirez, made on January 7, 2019.
3. Affidavit No. 1 of Stephen Hwang, made January 4, 2019.
4. Affidavit No. 1 of Fred Scarfe, made on January 4, 2019.
5. Affidavit No. 1 of Tyler Clarkson, made on January 4, 2019.
6. Affidavit No. 1 of Meenakshi Mannoe, made on January 6, 2019.
7. Affidavit No. 2 of Peter Kim, made on January 7, 2019.
8. Affidavit No. 1 of Peter Allan Woodrow, made on January 6, 2019.
9. Affidavit No. 1 of Justin Floyd Tottenham, made on January 5, 2019.
10. Affidavit No. 1 of John Daniel Newton, made on January 5, 2019.
11. Affidavit No. 3 of Joseph Bauman, made on January 5, 2019.
12. Affidavit No. 1 of Rebecca Victoria-Dawn Sallenback, made on January 5, 2019.
13. Affidavit No. 3 of Linda Loretta Howard, made on January 5, 2019.
14. Affidavit No. 1 of Melanie Lee Atfield, made on January 5, 2019.
15. Affidavit No. 1 of Jessica Lauzon, made on January 5, 2019.
16. Affidavit No. 1 of Rick Rosiek, made on January 5, 2019.
17. Affidavit No. 3 of Dwayne Alain Martin, made on January 6, 2019.
18. Affidavit No. 1 of James Robert Morris Lord, made on January 6, 2019.
19. Affidavit No. 2 of David Joseph MacDonald Stickney, made on January 6, 2019.
20. Affidavit No. 1 of Lisa Marie McKee, made on January 5, 2019.
21. Affidavit No. 1 of Eva Dianne Bardonnex, made on June 7, 2017.
22. Affidavit No. 2 of Eva Dianne Bardonnex, made on November 19, 2017.
23. Affidavit No. 1 of Linda Loretta Howard, made on June 7, 2017.
24. Affidavit No. 2 of Linda Loretta Howard, made on November 19, 2017.
25. Affidavit No. 1 of Miloon Kothari, made on June 16, 2017.
26. Affidavit No. 1 of Danielle J. Larkin, made on June 15, 2017.
27. Affidavit No. 1 of Tracy Scott, made on June 15, 2017.
28. Affidavit No. 2 of Tracy Scott, made on November 21, 2017.
29. Affidavit No. 1 of Joseph Bauman, made on June 16, 2017.
30. Affidavit No. 2 of Joseph Bauman, made on November 15, 2017.

31. Affidavit No. 1 of David Richard Windsor, made on June 12, 2017.
32. Affidavit No. 2 of David Richard Windsor, made on November 18, 2017.
33. Affidavit No. 1 of Sheldon Pierre Abelson, made on June 7, 2017.
34. Affidavit No. 1 Dwayne Alain Martin, made on June 13, 2017.
35. Affidavit No. 1 of Andrew Luther Jose, made on June 15, 2017.
36. Affidavit No. 1 of Christine Grace Bossley, made on June 16, 2017.
37. Affidavit No. 1 of Bernadette Pauly, made on November 16, 2017.
38. Affidavit No. 1 of Carl Meadows, made on November 19, 2017.
39. Affidavit No. 1 of Grover Telford, made on November 19, 2017.
40. Affidavit No. 1 of Dorothy Leslie Sears, made on November 18, 2017.
41. Affidavit No. 1 of Bob Goos, made November 19, 2017.
42. Affidavit No. 1 of Sandra Lianne Orr, made on November 18, 2017.
43. Affidavit No. 1 of Keith Ahamad, made on November 20, 2017.
44. Affidavit No. 1 of David Diewart, made on November 20, 2017.
45. Affidavit No. 1 of Ana Ramirez, made on November 21, 2017.
46. Affidavit No. 1 of Christopher Tyrssen Mag Uidir, made on June 11, 2017.
47. Affidavit No. 1 of David Joseph Macdonald Stickney, made on June 11, 2017.
48. Affidavit No. 1 of Tasha Oscar, made on June 15, 2017.
49. Notices of Application dated May 30, 2017 and November 10, 2017.
50. Notices of Application Response dated June 16, 2017 and November 21, 2017.
51. The pleadings filed herein.
52. Such further and other material as counsel may advise and this Honourable Court may allow.

The application respondents estimate that the application will take 2 days.

☒ The application respondent has filed in this proceeding a document that contains the application respondent's address for service.

Date: January 8, 2019

David Wotherspoon
Lawyer for application respondents