

YMCA” (hereafter, the “**Defendant**”). As noted below, the Defendant has been incorrectly named.

[2] The statement of claim appears to have been issued by Jeffrey Roberts “*and Roughly 120 Residents*”. Mr. Roberts is not a lawyer.

[3] In the statement of claim, the only relief sought by the Plaintiff is that it claims \$930,000.00, and purports to be brought under the Simplified Procedure provided for in rule 76 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194 (the “**Rules**”)

[4] Apart from the claim described above, the statement of claim contains just four additional paragraphs, which I set out as follows:

“1. Section 423 of the Criminal Code states that undue influence (Obstruction to Livelihood), used to force people into agreement of contract terms is prohibited by the Charter of Rights and Freedoms.

2. Waiver Contract (3^d Floor Residents). Note the section entitled Acknowledgement and Acceptance of Terms.

3. Waiver Contract (4th and 5th Floor Residents). Note the section entitled Acknowledgement and Acceptance of Terms.

4. Roughly 120 residents were forced into the contracts. Access to retrieve personal belongings, was obstructed by YMCA officials (Genevieve Hladysh, and a Security, until Waiver Contracts were signed.”

[5] Appended to the statement of claim was a copy of a Release of Liability Agreement, Waiver of Claims, Assumption of Risks and Indemnity Agreement, with respect to 3rd Floor Residents. A similarly titled document with respect to 4th and 5th Floor Residents was also appended.

[6] The first page of the statement of claim includes the heading "*Motion to Certify*". The statement of claim also includes a "*Cover Letter*", which states the following (and I paraphrase somewhat),

- (a) the residents of the downtown YMCA were forced from their homes by a fire which occurred on July 22, 2024,
- (b) the residents were not allowed to access their belongings until they signed liability waivers,
- (c) on August 13, 2024, YMCA staff informed residents of "*an extreme urgent need to sign Liability Waivers*",
- (d) many residents have a disability and "*required special accommodations to understand contractual processes, highlighting the high-pressure of signing*",
- (e) the contracts contained various terms of concern, and
- (f) it concludes with "*All residents agree that we would like the contracts voided.*"

[7] The Defendant appears to have been served with the statement of claim. Its counsel then submitted a Request for Stay or Dismissal of the statement of claim under

rule 2.1 dated December 30, 2025, because the proceeding appears on its face to be frivolous or vexatious or otherwise an abuse of process of the court.

[8] The Registrar was then directed to issue the notice to the Plaintiff in Form 2.1B that the proceeding may be stayed or dismissed (the “**Notice**”). The Notice, which was issued on January 8, 2026, stated that the proceeding would be stayed or dismissed unless, within 15 days of receiving the Notice, the Plaintiff filed with the Court a written submission, no more than 10 pages in length, responding to the Notice.

The Plaintiff’s Written Submissions

[9] The Plaintiff delivered its two-page written submissions in response to the notice on or about January 21, 2026 (the “**Plaintiff’s Submissions**”), which it served upon the Defendant’s counsel.

[10] In summary, the Plaintiff’s Submissions,

- a) highlighted certain provisions of the contracts,
- b) alleged that *“Security guards physically prevented tenants from retrieving their belongings until the contracts were signed. The contracts were presented to residents on the same day as their scheduled proper retrieval, with threat of retrieving nothing for a failure to sign”*,
- c) alleged that the *“landlord, withholding a vital service (personal belongings)...*
 - i. *caused daily interference in tenants’ reasonable enjoyment,*

- ii. *pressure (sic) tenants into a renovict (sic) situation,*
- iii. *created undue stress for tenants on a regular basis, negative (sic) affecting mental health,*
- iv. *caused tenants numerous financial losses, and*
- v. *did intentionally cause tenants harm and intimidate, by forcing them to sign these contracts.”*

The Defendant’s Written Submissions

[11] The Defendant’s counsel delivered its responding submissions on January 26, 2026 (the “**Responding Submissions**”), which it served upon the Plaintiff.

[12] In summary, the Responding Submissions are as follows.

- a) The Defendant’s proper name is The YMCA of Hamilton, Burlington, Brantford,
- b) The Plaintiff’s Submissions do not cure the numerous defects in the proceeding, *“and confirms on its face that the proceeding remains frivolous, vexatious, and an abuse of process”,*
- c) There is no proper plaintiff before the Court. The Plaintiff is not a proper legal entity. Mr Roberts is not named as plaintiff and therefore has no standing,

- d) The claim “*purports to be a class action but there is no named representative plaintiff and no counsel to represent it*” contrary to the provisions of section 5(1) of the *Class Proceedings Act, 1992*, and rule 15.01(1) of the Rules.
- e) The Plaintiff’s theory of liability rests primarily on an allegation of offences under section 423 of the *Criminal Code*, which does not create a private civil cause of action and cannot be prosecuted in a private civil proceeding. “*This alone disposes of the Statement of Claim for want of a viable civil cause.*”
- f) To the extent that the Plaintiff’s Submissions, which relate to issues involving residential tenancies, could constitute an identifiable legal dispute, the proceeding must be commenced before the Landlord and Tenant Board (the “**LTB**”) under the *Residential Tenancies Act, 2006*, S.O. 2006, c.17, section 168. Therefore, this Court does not have original jurisdiction to deal with such matters.
- g) Mr. Roberts and the Defendant are already engaged in a dispute before the LTB regarding his tenancy. Mr. Roberts is entitled to raise his tenancy-related issues in those proceedings. The collateral claim raised before this Court also “*suggests that this matter is an abuse of process.*”

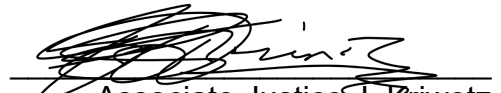
[13] Appended to the Responding Submissions were copies of various documents, relating to the residential tenancy issues between the Defendant and Mr. Roberts.

Disposition

[14] Having reviewed the statement of claim and the submissions of the parties, I agree with the Defendant's submissions. Even with the most generous reading of the statement of claim and the Plaintiff's Submissions, I cannot come to any conclusion other than that the statement of claim appears on its face to be frivolous or vexatious or otherwise an abuse of process. Therefore, it ought to be dismissed.

[15] The Defendant may take out the formal order in accordance with this endorsement without the requirement of having to seek the Plaintiff's approval as to form and content.

[16] Pursuant to rule 2.1.01(11) of the Rules, I direct the Registrar to provide a copy of this endorsement and the order, when issued, to the parties in accordance with rule 59.04(4) of the Rules.


Associate Justice J. Kriwetz

Released: March 5, 2026

CITATION: Residents of the Downtown YMCA v. The YMCA, 2026 ONSC 1350
COURT FILE NO.: CV-25-92332-00CP
DATE: 20260305

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SUPERIOR COURT OF JUSTICE

B E T W E E N:

Residents of the Downtown YMCA

Plaintiff

- and -

The YMCA

Defendant

REASONS FOR DECISION

Associate Justice Kriwetz

Released: March 5, 2026