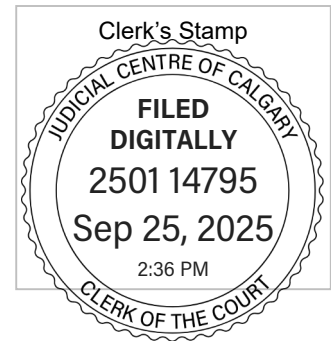


COURT FILE NUMBER 2501-14795  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE Calgary  
APPLICANT Michael Taylor  
RESPONDENTS Minister of Justice and Solicitor General of  
Alberta in their official capacity.  
Attorney General of Canada in their official  
capacity.  
Minister of Service Alberta and Red Tape  
Reduction in their official capacity.  
Residential Tenancy Dispute Resolution  
Service.  
Elaine McGee.



DOCUMENT **AFFIDAVIT of ELAINE MCGEE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **FAR-SIGHT LAW FIRM**  
**Attention: Ashwin Gupta**  
354 8<sup>th</sup> Ave NE, Calgary, AB  
T2E 3J8  
E: [agupta@far-sight.ca](mailto:agupta@far-sight.ca)  
T: (587) 349 - 3153  
F: (587) 349 - 3155  
**AFFIDAVIT OF Elaine McGee**  
**Sworn (or Affirmed) on September 23, 2025**

I, Elaine McGee, of Alberta, SWEAR/AFFIRM AND SAY THAT:

1. I make this Affidavit in response to the Originating Application made by Michael Taylor, to be heard on October 2<sup>nd</sup>, 2025.
2. I have personal knowledge of the matters stated herein, except where indicated otherwise.

**Procedural History**

3. On September 18<sup>th</sup>, 2024 the Respondent was ordered by the Residential Tenancy Dispute Resolution Service to vacate the land owned by myself at 80043 261 Ave E (the "Premises"). This Order is attached at **Exhibit "A"** to this Affidavit.
4. Following that decision, this is the third Court Action this Applicant has made against me. The first one was made under this Honourable Court, bearing File No. 2403-18471. The second was made in Federal Court bearing File No. T-171-25, and included many other Defendants.
5. I have been self-representing throughout this process, and only retained counsel on March 18<sup>th</sup>, 2025, because the Federal Court process was arduous and difficult to navigate. Although I received help from the *Amicus Curiae* on November 6<sup>th</sup>, 2024, when it was offered.

## Background

6. This matter began when the Applicant violated a Stop Order from the Municipality of Foothills County dated August 22, 2024 (**Exhibit "B"**). I understand, from the Unconditional Order of the RTDRS, that the Applicant's violation was a breach of the Residential Tenancy Act section 21 (c) making it a lawful, just and fair reason to terminate the tenancy. My Affidavit regarding the details following the RTDRS hearing is attached hereto as **Exhibit "C"**. It was sworn under Court File No. 2403-18471.
7. In summary, this Affidavit at Exhibit C describes in full detail the events occurring between September 18, 2024, and all the way leading up to January 28, 2025, including further Court of King's Bench steps taken by the Applicant under Court File No.2403-18471. On December 21, 2024, the Applicant was finally evicted (the "**Eviction**"), with the assistance of the Bailiff, Alan Edgcombe.
8. Notably, The defendant did not pay any rent between September 18, 2024 and December 21, 2024. The last rent I received was for September 1, 2024 ("Exhibit G" to my Affidavit sworn January 21, 2025).
9. Since Eviction, the Applicant's numerous items have remained on the premises. I texted the Applicant to remove his goods from the Premises on December 21, 2024, and I attached the Eviction Notice to that text message. I attach this Text Message at **Exhibit "D"** to my Affidavit. The Applicant made no meaningful attempts to recover his property, and in my opinion has since abused the Court Processes to derail any attempts to clean up my property, seemingly expecting myself to provide unlimited storage without compensation.
7. With respect to the relief sought at Paragraph 27 of the Applicant's Application September 17, 2025 the Applicant tried to first transfer the matter from Edmonton Courts, to Calgary. I note that Exhibit B of the Applicant's Affidavit indicates that he was provided instructions to move this matter to Calgary jurisdiction by the Court Clerk... "If you would like this transferred, please indicate this in the remedy sought on the application and resubmit", [qbfilings.edmonton@just.gov.ab.ca](mailto:qbfilings.edmonton@just.gov.ab.ca) (on October 17, 2024).
8. I note that the Application (filed October 18<sup>th</sup>, 2024 and attached at Exhibit C of the Applicant's Affidavit) does not seek any remedy sought to have this matter moved to Calgary, despite his complaints regarding improper jurisdiction, and direction from the court to address the same.
9. Regardless, to address fairness issues we were both given leave to attend via WebEx so there were no limitations in access to justice for either party.
10. I attach all Orders under the Court File No. 2403-18471 at **Exhibit "E"** to my Affidavit for context. The Final Order of Justice C. Arcand - Kootenay dated March 13, 2025, has directed us towards booking a Case Conference to address the remainder of the issues.
11. My counsel asked the Applicant on July 24, 2025, whether he would be amenable to booking a Case Conference pursuant to the March 13, 2025 Order. My Counsel's request and the

Applicant's response is attached at **Exhibit "F"**. The Applicant's response on July 24, 2025 did not address the request for Case Conference in any meaningful capacity.

**Federal Court Action No. T-171-25**

12. Since March 13, 2025, I felt forced to retain counsel to address a parallel hearing in the Federal Court, under Action No. T-171-25. In this matter, the Applicant sought a remedy against the following numerous entities (**Exhibit "G"**):

His Majesty the King (in the right of the province of Alberta), (Attorney General of Canada) Arif Virani, (former Minister of public safety) Dominic Leblanc, (Alberta Minister of Justice), Mickey Amery, (Alberta Deputy Premier & Minister of PSES) Mike Ellis, (Minister of service Alberta and Red Tape Reduction) Dale Nally, Alberta (Workers Compensation Board), Royal Bank of Canada, Business Development Bank of Canada, The City of Calgary, Enmax Power Corporation, Calgary Police Service, Municipal District of Foothills No. 31, Gail Greenough, ParklandGeo Ltd., Michael Staple, Digicom Technology Service Inc., Cole Terras, Groundworks (Doug Lacey Basement Authority), Ryan Seamans, Cochrane Landscape Supply Ltd., James Connolly, Jen McMullin, Kevin Les, Tanya Mckee, Joshua Stuff, Christopher Bond, IB Jensen Masonry Ltd, Christopher Bartsch, Ryan Landine, Kristi Zycholwa, Kathleen Mullally, Elaine McGee, Marion Skaja, Darlene Addun, Steven Kletke, Sean Strachan, ABC Corporation, John Doe,  
John Doe

13. Notably, in the Federal Court Action, the Plaintiff sought almost \$25 000 000 in damages against various entities including me. The Applicant's pleadings were over 400 paragraphs long and made numerous unsubstantiated allegations against all the Defendants.
14. This Federal Court Action was filed on January 17, 2025, as the Court of King's Bench action No. 2403-18471 was still underway.
15. This Federal Court Action is being dealt with by a Motion to Strike the claim by many of the Defendants, including myself. The Court Decision for the motion to strike vexatious pleadings was heard on September 10, 2025, and is pending a decision. My Notice of Motion to strike the matter is attached at **Exhibit "H"**.
16. Notably, I have had to spend over \$25,000.00 in legal fees addressing this Federal Court Action, despite the lack of any reasonable cause of action being made (at least according to the counsel that made submissions on this matter on September 10, 2025). This does not include my time or efforts addressing this matter as a self-represented litigant.
17. Now I note, that before there is any decision on the Federal Court Action, the Applicant seeks the same remedies under this Court Action No. 2501-14975 inclusive of other non-private defendants, instead of completing the appeal of the RTDRS hearing under action no. 2403-18471.
18. I verily believe that the Applicant will continue to burden the courts by making further Actions seeking the same or similar remedies indiscriminately (inclusive of non-private entities), in an effort to subvert the outcome of the RTDRS.

19. The Applicant has left a significant amount of equipment, garbage, and landscaping goods (the “**Abandoned Property**”) throughout my property, which has made it a significant challenge to use the space for any effective purpose. To date, the goods at the premises include:

- i. locked Utility Trailer, which I don’t have access to,
- ii. locked Seacan, which I don’t have access to,
- iii. flat Deck trailer,
- iv. GMC Sierra 2500 HD – 2011 (broken down),
- v. used John Deere Backhoe,
- vi. used excavator, or skid-steer (potentially Bobcat Brand),
- vii. A dump trailer (with garbage loaded up),
- viii. 35 or more Pallets of Landscaping supplies (rocks and paving stones).
- ix. Kitchen supplies, bedroom and Office furniture,

20. I verily believe that this whole mess could’ve been avoided if the Applicant simply removed his Abandoned Goods from the premises following my December 21, 2024 Notice, instead of using his time to prepare a 70 page, 435 paragraph case at Federal Court.

21. Furthermore, representatives of Municipal District of Foothills No. 31 (now named Foothills County) have informed me that the Abandoned Goods must be removed in order for my property to be compliant with bylaws. If they are forced to seize the property themselves, they will charge the costs of seizure in my property tax statement. From my understanding, as Foothills County was also part of the Federal Court action, they have staved off on seizure until a decision is reached by the Federal Court.

22. All attempts to work with the Applicant to remove the Abandoned Property from the premises have failed, as he can be hostile, rude, and belligerent in communications.

23. At Federal Court, on September 10, 2025, the Applicant approached me in the gallery, despite my counsel present, and demanded his equipment back immediately. He continued to address me, despite my counsel’s requests to direct all further communication through my counsel. I am thankful for the efforts of security present at the Federal Court to ensure my safety.

### **Personal Background**

24. I am a Flight Attendant at Westjet Airlines. I am a single mother of a 16 year old. I do not have the means to continue addressing numerous parallel claims, all aimed at circumventing the RTDRS order. I have spent enough time, tears, and money on this matter to date, and as such I request this court to put a stop to further vexatious pleadings.

25. I do not know of any “third party pressure” applied to me in respect of the eviction, as claimed by the Applicant (para 10 of Originating Application), other than Foothills County enforcing compliance with their bylaws. I had no idea the sequence of duplicitous and vexatious court matters this eviction would kick off.

## **Relief Sought**

1. Based on the facts contained herein, and any other evidence deemed reviewable by this court, I seek the following relief:
  - a. Dismissal of the Originating Application in its entirety on the principle of *stare decisis*;
  - b. The Applicant is declared a vexatious litigant and is thus barred from making further claims until all actions pending (2403-18471, T-171-25) are resolved;
  - c. Further direction of this Court on how to address the Abandoned Property still encumbering my premises;
  - d. Costs, on a solicitor client basis;
  - e. In alternative to costs on a solicitor client basis, the matter be returned to RTDRS for other remedies available under the Unconditional Order of J. Young pronounced September 18, 2024;
  - f. Alternatively, the Applicant must pay security for costs to address my ever-increasing costs to address parallel claims;
  - g. If deemed appropriate, and in the alternative to the above, consolidation of this Action under Action No. 2403-18471;
  - h. If deemed appropriate, and in alternative to the relief claimed above, a Stay of proceedings on this action until Action No. 2403-18471 or T-171-25 can be resolved;
  - i. Any other relief deemed just or equitable by this Honourable court.

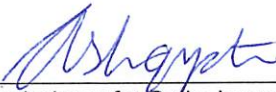
## **Relief Proposed with Respect to Abandoned Property**

1. The Abandoned Property is seized by Order of this Court and sold at an Auction under the *Residential Tenancies Act, SA 2004, c R-17.1*;
  - a) With the proceeds being first utilized to pay any costs of moving the Abandoned Property (for sale purposes);
  - b) Any remaining proceeds after costs of moving are paid, to be applied against any outstanding rent and storage fees towards myself (as deemed appropriate by this Honourable court or RTDRS);
  - c) Any remaining proceeds after outstanding rents are paid, to be paid towards any costs award granted pursuant to the outstanding court matters;

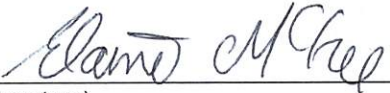
d) Any remaining proceeds be payable towards the Applicant.

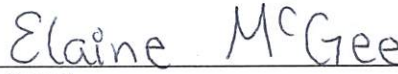
2. Alternatively, the Applicant may remove his Abandoned Goods for his own purposes, at his own cost, upon receipt of his payment towards me of costs of storage, any outstanding Court Costs (inclusive of any potential Federal Court costs award); and outstanding rents at a rate this Honourable Court deems just and equitable

SWORN (OR AFFIRMED) BEFORE ME at  
Calgary, Alberta, this **23rd day of September,**  
**2025.**

  
\_\_\_\_\_  
Commissioner for Oaths in and for the Province  
of Alberta

\_\_\_\_\_  
(Print Name and Expiry/Lawyer/Student-At-Law)

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(Print Name)

ASHWIN GUPTA  
BARRISTER & SOLICITOR

**TABLE OF EXHIBITS TO THE AFFIDAVIT OF ELAINE MCGEE SWORN  
SEPTEMBER 23, 2025**

<b>Exhibits</b>	<b>Brief Description</b>
A	RTDRS Order
B	Municipal Stop Order
C	Prior Affidavit of Elaine McGee
D	Text Message to Applicant with Eviction Notice
E	Orders in Action No. 2403-18471
F	Counsel Correspondence
G	Federal Court Action No. T-171-25 – Statement of Claim
H	Notice of Memorandum

This is Exhibit "A" referred to in the

Affidavit of

Elaine McGee

Sworn before me this 23

Day of September, A.D. 2025

Ashwin Gupta

Commissioner for Oaths  
in and for the Province of Alberta

ASHWIN GUPTA  
BARRISTER & SOLICITOR

# Order

Residential Tenancy Dispute Resolution Service (RTDRS)

COURT ACTION NUMBER	
RTDRS CASE NUMBER	<b>R24/009847</b>
TRIBUNAL	Residential Tenancy Dispute Resolution Service – Government of Alberta
APPLICANT(S) Landlord	Elaine McGee
RESPONDENT(S) Tenant	Michael Taylor
DOCUMENT	<b>Unconditional Order</b>
NAME, PHYSICAL ADDRESS FOR SERVICE, EMAIL ADDRESS AND TELEPHONE NUMBER FOR PARTY FILING THE ORDER	Elaine McGee [REDACTED] CALGARY ALBERTA T [REDACTED] [REDACTED] [REDACTED]
LEGISLATION	Residential Tenancies Act Statutes of Alberta, 2004, Chapter R-17.1 and Amendments and Regulations thereto



DATE OF HEARING: **11 September 2024 & 18 September 2024**

DATE OF ORDER: **18 September 2024**

NAME OF TENANCY DISPUTE OFFICER WHO MADE THIS ORDER: **J. YOUNG**

LOCATION OF HEARING: **By Telephone Conference**

ADDRESS OF THE RENTAL PREMISES: **80043 261 Ave E, FOOTHILLS AB**

This is Exhibit "B" referred to in the Affidavit of  
Elaine McGee  
 Sworn before me this 31 day  
 of Jan A.D., 2025  
  
 A Commissioner for Oaths in and for the Province of Alberta

**Amen Dhaliwal**  
 A Commissioner for Oaths  
 in and for Alberta  
 My Commission Expires Nov. 15, 2025

UPON THE APPLICATION of the Landlord

AND UPON having read the application of the Landlord and the documentation filed by both parties

AND UPON having heard what was said by the Landlord and the Tenant.

**THE TENANCY DISPUTE OFFICER FINDS THAT:**

On 22 August 2024, the Municipality of Foothills County issued a Stop Order to the Landlord and the Tenant requiring the Tenant to immediately cease all non-permitted business use of the rental premises and to remove all related vehicles, equipment and goods within 14 days.

The Tenant has failed to comply with the Stop Order.

The Tenant's continued use of the rental premises for business purposes amounts to a substantial breach of the covenant contained in section 21(c) of the *Residential Tenancies Act*:

(c) that the tenant will not perform illegal acts or **carry on an illegal trade, business or occupation in the premises, the common areas or the property of which they form a part;**

**IT IS ORDERED THAT:**

The tenancy between the Landlord and Tenant in respect of the rental premises is terminated effective 18 September 2024.

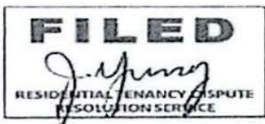
The Tenant shall deliver up vacant possession of the rental premises no later than 31 October 2024, at noon.

The Landlord shall have costs in the amount of \$75.00, inclusive of disbursements.

The Landlord may, at no additional cost, on or before 20 December 2024 file an application for other remedies not dealt with in this Order arising from this tenancy.

Reasons to support this decision and order were provided orally during the hearing.

This order is binding on the parties when issued and, on being filed at the Court of King's Bench, is enforceable in the same manner as an order of the Court. After the filed order has been served on the Tenant, an Affidavit of Service must be filed at the Court before a civil enforcement agency has authority to evict any occupant of the rental premises in accordance with the terms of the order.



**J. YOUNG**  
Tenancy Dispute Officer  
**18 September 2024**

This is Exhibit " B " referred to in the

Affidavit of

Elaine McGee

Sworn before me this 23

Day of September, A.D. 2025

Ashwapt

Commissioner for Oaths  
in and for the Province of Alberta

ASHWIN GUPTA  
BARRISTER & SOLICITOR

"A"



**Foothills County**  
Box 5605, 309 Macleod Trail S.  
High River, AB T1V 1M7  
Telephone (403) 652-2341 or (403) 931-1905

**STOP ORDER**

Section 645, *Municipal Government Act*  
R.S.A. 2000, c. M-26, as amended

August 22, 2024

TO:

Ananda Consultants Ltd  
Attn: Michael Taylor  
80043 261 Ave E  
Foothills, AB T1S 4G5

AND

Elaine [REDACTED] McGee  
[REDACTED]  
Calgary, AB [REDACTED]

- POSTED ON PROPERTY
- REGISTERED MAIL
- HAND DELIVERED
- EMAIL

Dear Sir/Madam:

**RE: NW 30-21-28 W4M; Plan 071 0854, Blk 10, Lot 7; 80043 261 Ave E, Foothills (the "Lands")**

The Development Authority of Foothills County hereby issues this Stop Order pursuant to section 645 of the *Municipal Government Act*, with respect to the following lands:

**LEGAL DESCRIPTION**

Plan 071 0854  
Block 10, Lot 7  
NW 30-21-28 W4M

Municipal Address: 80043 261 Ave E

The Foothills County Land Use Bylaw states:

**2.5 - DEFINITIONS**

**BUSINESS means**

- a commercial, merchandising or industrial activity or undertaking,
- a profession, trade, occupation, calling or employment, or
- an activity providing goods and services, whether or not for profit and however organized or formed, including a co-operative or association of persons.

**DEVELOPMENT means**

- an excavation or stockpile and the creation of either of them;
- a building or an addition to or replacement or repair of a building and the construction or place of any of them in, on, over or under land of any of them;
- a change of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the use of the land or building; or

This is Exhibit "A" referred to in the Affidavit of

Elaine McGee

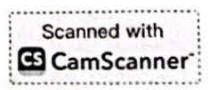
Sworn before me this 31 day

of January, 2025

[Signature]  
A Commissioner for Oaths in and for the Province of Alberta

**Amen Dhaliwal**  
A Commissioner for Oaths  
in and for Alberta

My Commission Expires Nov. 15, 2025



- a change in the intensity of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the intensity of use of the land or building.

**BUSINESS VEHICLE** means a vehicle used for the purposes of providing transportation for business purposes and or the transporting of material or equipment as part of the business to the property. A business vehicle may include private passenger vehicles (not exceeding seating capacity of fourteen (14) passengers) with business signage, cube vans, utility trailers, or flat deck trailers used in conjunction with the business but does not include large commercial vehicles.

#### **4.1 – DEVELOPMENT PERMIT REQUIRED**

- 4.1.1** Except as provided in Section 4.2.1 of this Bylaw, no person shall undertake any development unless:
- a. A Development Permit has first been issued pursuant to this Bylaw;
  - b. The development proceeds in accordance with the terms and conditions of the Development Permit issued in respect of the development;
  - c. A Building Permit has been obtained when the Building Officer so requires;
  - d. All necessary plumbing, gas, septic and electrical permits have been issued.

Further, Part 17 of the *Municipal Government Act* and Part 3, Section 7 of the Foothills County Land Use Bylaw allow a Development Compliance Officer to issue a Stop Order where development or use of land or buildings does not comply with the *Municipal Government Act*, the Land Use Bylaw, or a development permit or subdivision approval.

At present, the Lands do not comply with the Foothills County Land Use Bylaw given:

1. **Non-permitted business activity is occurring on the property;**
2. **Business vehicles and equipment are being stored outdoors on the property;**
3. **Business related goods and materials are being stored outdoors on the property.**

Accordingly, you are hereby ordered to stop the unauthorized development and use of the aforementioned lands and the buildings thereon and comply with the Land Use Bylaw by:

- a. **Immediately cease all non-permitted business use of the property;**
- b. **Remove all business related vehicles and equipment from the property;**
- c. **Remove all business related goods and materials from the property.**

within fourteen (14) days of the date of the posting of this order, being end of day September 5, 2024.

You are hereby advised that you have the right to appeal this Order to the Subdivision and Development Appeal Board. If you wish to exercise this right, written notice of an appeal *together with the applicable appeal fee of \$575* must be received by the Secretary of the Subdivision and Development Appeal Board within twenty-one (21) days of posting of this letter. The completed Notice of Appeal Form and payment of Appeal Fee can be sent via:

**Mail/Deliver:** The Clerk of the Subdivision and Development Appeal Board  
c/o Foothills County  
Box 5605, 309 Macleod Tr. S.  
High River, AB  
T1V 1M7

**Fax:** 403-652-7880

**Email (scanned pdf):** [appeals@foothillscountyab.ca](mailto:appeals@foothillscountyab.ca)

2

Please be advised that failure to comply with this Stop Order within the time limit provided, will result in Foothills County being required to take further enforcement action pursuant to section 645 of the *Municipal Government Act*. Further enforcement action may include but is not limited to;

- The issuance of fines under the Land Use Bylaw
- Foothills County entering the lands and taking necessary action to remedy contraventions in accordance with Section 542 of the *Municipal Government Act*
- Foothills County seeking an Injunction or other relief from the Court of King's Bench of Alberta pursuant to Section 554 of the *Municipal Government Act*.

Further, Foothills County has the authority to add the costs and expenses for carrying out this Stop Order to the tax roll for the Lands pursuant to Section 553(1)(h.1) of the *Municipal Government Act*.

Pursuant to Section 7 of the *Municipal Government Act*, a person who violates any provisions of the Land Use Bylaw, or permits a contravention of the Land Use Bylaw, is guilty of an offence and is liable, upon summary conviction, to a fine up to Ten Thousand Dollars (\$10,000.00), imprisonment for up to one year, or both fine and imprisonment.

YOURS TRULY,

**FOOTHILLS COUNTY**

Per:



---

Elliott Salmon  
Development Compliance Officer

3

This is Exhibit " C " referred to in the

Affidavit of

Elaine McGee

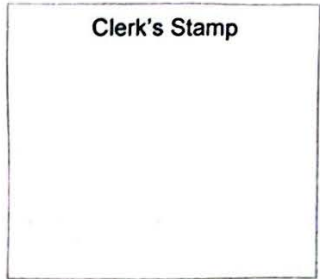
Sworn before me this 23

Day of September, A.D. 2025

Ashwin Gupta  
Commissioner for Oaths  
in and for the Province of Alberta

ASHWIN GUPTA  
BARRISTER & SOLICITOR

COURT FILE NUMBER 2403-18471  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE Edmonton  
PLAINTIFF(S) Elaine McGee  
DEFENDANT(S) Michael Taylor  
DOCUMENT AFFIDAVIT



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT



AFFIDAVIT OF ELAINE MCGEE ✓

Sworn (or Affirmed) on January 31, 2025 ✓

I, Elaine McGee, of Alberta, SWEAR/AFFIRM AND SAY THAT: ✓

1. Michael Taylor is still in violation of a Stop Order from the MD of Foothills County at 80043 261 Ave. E. (Exhibit A) ✓
2. I filed an application to terminate Michael Taylor's tenancy through the Residential Tenancy Dispute Resolution Services (RTDRS) and the hearing was heard on September 11, 2024, and again on September 18, 2024. An Unconditional Order was granted and filed by the RTDRS with this Honourable Court on Sept 24, 2024. (Exhibit B) ✓
3. On October 18, 2024, Michael Taylor filed an appeal and appeared before the Honorable Justice L.M. Angotti to request a Stay. It was adjourned as I was not present nor had I been served.
4. On October 28, 2024, Michael Taylor and myself both attended the Stay hearing before the Honorable Justice C.L. Arcand-Kootenay. She said she could have dismissed the case as Mr. Taylor had not served all parties involved but gave him an opportunity to serve the RTDRS before the appeal date. She verbally informed us she was adjourning the hearing until Nov 6th so no orders would be granted and the original order from the RTDRS stands.
5. November 6, 2024, Michael Taylor attended the hearing via WebEx while I attended in person. I accepted a volunteer lawyer offered through Amicus who made a request to strike the Stay. This was granted by the Honorable Justice J.D. Martin and he requested the order be written by Counsel; who also filed it with this Honourable Court and served Mr. Taylor on my behalf. (Exhibit C) ✓
6. November 14, 2024, I met the civil enforcement bailiff, Alan Edgecombe, at the property just before 10:30am. He informed Michael Taylor of his presence and mandate to enforce the Unconditional Order filed Sept 24, 2024. Mr. Taylor said he wouldn't leave unless he was escorted by the police. He stated he wanted shelter, food and a free lawyer. The bailiff called the RCMP for assistance. When the RCMP arrived, we were informed he was only there to keep the peace as he doesn't have jurisdiction on civil matters. He would attend inside and try to talk Mr. Taylor out of the house but if he refused to leave unfortunately nothing could be done without a police clause instructing that they can enforce the order and how. (Exhibit D) ✓
7. December 18, 2024, I was present at the application hearing and Michael Taylor chose not to attend. I was granted a police clause to assist the civil enforcement agency with the eviction by the Honorable Judge L.A. Smart. (Exhibit E) ✓

8. December 21, 2024, the same Bailiff attended while we changed the locks and secured the premises. Assistance from the RCMP was not required as Michael Taylor was not present. Eviction notices were posted on the front, back and garage doors as well as the storage unit beside the residence. I sent Mr. Taylor a courtesy email and a text to inform him the process was now completed. I also advised him that he should arrange a date and time mutually agreeable to retrieve his items within the next 30 day window. Other than the read receipt stamp acknowledgment, I received zero response or communication period from Michael Taylor. (Exhibit F)

9. January 24, 2025, Michael Taylor was spotted on the security camera walking on the property. I received notification and saved the video clip. A trespassing complaint statement was filed by a tenant residing at the premises. The RCMP followed up with me as the landowner to understand the circumstances and ensure accuracy. She recommended that I have the equipment moved off site to deter him from having any motive to try and reenter.

10. January 28, 2025, I sent Michael Taylor an email to remind him that he was evicted from the premises and no longer has permission to access any part of the property, which includes all parts of the land. I mentioned that I had already informed him it had been revoked back on December 21, 2024. Choosing to do so, ignoring warnings and entering anyways is considered Trespassing. I thanked him as I assumed he had abandoned his appeal and was no longer resisting since the submission deadlines had passed. I also notified him of the expenses owing and due.

11. I am applying for recovery of arrears of rent - Micheal Taylor has been in arrears the rent of \$1000 for the month of October 2024 since October 1<sup>st</sup>, which is 122days and counting. This is now a total of \$1075 (rent/late fee). (Exhibit G)

Recovery of compensation for the use and occupation of premises by the overholding tenant – The order from the RTDRS terminated the tenancy effective immediately on September 18, 2024. Michael Taylor was supposed to vacate the premises by noon on October 31, 2024. He refused to do so because he believed an appeal gave him the right to stay, even after he was told on 2 different occasions in court by 2 different Justices that he had to leave. He continued to reside and carry on living at the premises as if the order and laws didn't apply to him. His rent previously was \$1000/month. I am requesting \$1677.25 from November 1-December 21, 2024.

Storage fees for leaving all his equipment and supplies (which is in violation of a Stop Order), a MI-Box, office, bedroom and other furniture, etc. He was still overholding during this time as his items took the same space as when he was living on the premises. He was no longer using utilities. In consideration of that I have discounted the rate to \$25/day. This includes 10 days in December 2024 and all of January 2025. I am requesting \$1075 to date.

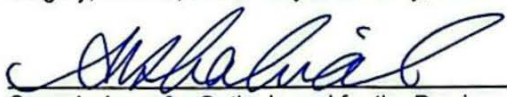
Recovery of damages resulting from the breach – the Order filed Sept 24, 2024 granted the \$75 application fee that has not yet been paid by Micheal Taylor to Elaine McGee. I also had to change the locks to secure the premises and installed temporary cameras for liability (\$382.97). (Exhibit B) (Exhibit H)

General damages suffered resulting from the tenant's failure to vacate the premises – I had to hire a civil enforcement agency (\$650) to evict Michael Taylor. He still refused to leave and protested his right to be there so I had to put in an application (\$66) for a police order to be added. (Exhibit I) (Exhibit J)

I am requesting mileage for the repeated need to serve Michael Taylor and retry evicting him, as well as appear in court on 3 occasions to defend the Order. From my house to the premises is 34km round trip and my house to the Edmonton Law Courts is 642km round trip. The CRA mileage for Alberta is 54.5cents/km. I am requesting \$1492.21. (Exhibit K)

Total expensed damages sought to date is \$6496.06. I would kindly ask to also be reimbursed for my administrative time and emotional damages and stress cause by Michael Taylor's contempt of multiple Orders. His actions directly negatively impacted myself, my family and the other tenants' quality of life. I also request the opportunity to add any future costs incurred after this was written that are related to this tenancy and the abandoned goods.

SWORN (OR-AFFIRMED) BEFORE ME at  
Calgary, Alberta, this 31 day of January, 2025.

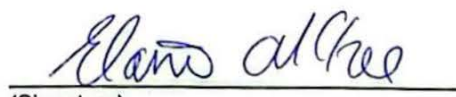
  
Commissioner for Oaths in and for the Province  
of Alberta

(Print Name and Expiry/Lawyer/Student-At-Law)

**Amen Dhaliwal**

A Commissioner for Oaths  
in and for Alberta

My Commission Expires Nov. 15, 2025

  
(Signature)

ELAINE MCGEE  
(Print Name)

"A"



**Foothills County**  
Box 5605, 309 Macleod Trail S.  
High River, AB T1V 1M7  
Telephone (403) 652-2341 or (403) 931-1905

**STOP ORDER**

Section 645, *Municipal Government Act*  
R.S.A. 2000, c. M-26, as amended

August 22, 2024

TO:

Ananda Consultants Ltd  
Attn: Michael Taylor  
80043 261 Ave E  
Foothills, AB T1S 4G5

AND

Elaine Stephanie McGee  
[Redacted]  
Calgary, AB [Redacted]

- POSTED ON PROPERTY
- REGISTERED MAIL
- HAND DELIVERED
- EMAIL

Dear Sir/Madam:

**RE: NW 30-21-28 W4M; Plan 071 0854, Blk 10, Lot 7; 80043 261 Ave E, Foothills (the "Lands")**

The Development Authority of Foothills County hereby issues this Stop Order pursuant to section 645 of the *Municipal Government Act*, with respect to the following lands:

**LEGAL DESCRIPTION**

Plan 071 0854  
Block 10, Lot 7  
NW 30-21-28 W4M

Municipal Address: 80043 261 Ave E

The Foothills County Land Use Bylaw states:

**2.5 - DEFINITIONS**

**BUSINESS means**

- a commercial, merchandising or industrial activity or undertaking,
- a profession, trade, occupation, calling or employment, or
- an activity providing goods and services, whether or not for profit and however organized or formed, including a co-operative or association of persons.

**DEVELOPMENT means**

- an excavation or stockpile and the creation of either of them;
- a building or an addition to or replacement or repair of a building and the construction or place of any of them in, on, over or under land of any of them;
- a change of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the use of the land or building; or

This is Exhibit "A" referred to in the Affidavit of

Elaine McGee

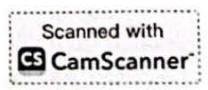
Sworn before me this 31 day

of January, 2025

[Signature]  
A Commissioner for Oaths in and for the Province of Alberta

**Amen Dhaliwal**  
A Commissioner for Oaths  
in and for Alberta

My Commission Expires Nov. 15, 2025



- a change in the intensity of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the intensity of use of the land or building.

**BUSINESS VEHICLE** means a vehicle used for the purposes of providing transportation for business purposes and or the transporting of material or equipment as part of the business to the property. A business vehicle may include private passenger vehicles (not exceeding seating capacity of fourteen (14) passengers) with business signage, cube vans, utility trailers, or flat deck trailers used in conjunction with the business but does not include large commercial vehicles.

#### **4.1 – DEVELOPMENT PERMIT REQUIRED**

- 4.1.1** Except as provided in Section 4.2.1 of this Bylaw, no person shall undertake any development unless:
- a. A Development Permit has first been issued pursuant to this Bylaw;
  - b. The development proceeds in accordance with the terms and conditions of the Development Permit issued in respect of the development;
  - c. A Building Permit has been obtained when the Building Officer so requires;
  - d. All necessary plumbing, gas, septic and electrical permits have been issued.

Further, Part 17 of the *Municipal Government Act* and Part 3, Section 7 of the Foothills County Land Use Bylaw allow a Development Compliance Officer to issue a Stop Order where development or use of land or buildings does not comply with the *Municipal Government Act*, the Land Use Bylaw, or a development permit or subdivision approval.

At present, the Lands do not comply with the Foothills County Land Use Bylaw given:

1. **Non-permitted business activity is occurring on the property;**
2. **Business vehicles and equipment are being stored outdoors on the property;**
3. **Business related goods and materials are being stored outdoors on the property.**

Accordingly, you are hereby ordered to stop the unauthorized development and use of the aforementioned lands and the buildings thereon and comply with the Land Use Bylaw by:

- a. **Immediately cease all non-permitted business use of the property;**
- b. **Remove all business related vehicles and equipment from the property;**
- c. **Remove all business related goods and materials from the property.**

within fourteen (14) days of the date of the posting of this order, being end of day September 5, 2024.

You are hereby advised that you have the right to appeal this Order to the Subdivision and Development Appeal Board. If you wish to exercise this right, written notice of an appeal *together with the applicable appeal fee of \$575* must be received by the Secretary of the Subdivision and Development Appeal Board within twenty-one (21) days of posting of this letter. The completed Notice of Appeal Form and payment of Appeal Fee can be sent via:

**Mail/Deliver:** The Clerk of the Subdivision and Development Appeal Board  
c/o Foothills County  
Box 5605, 309 Macleod Tr. S.  
High River, AB  
T1V 1M7

**Fax:** 403-652-7880

**Email (scanned pdf):** [appeals@foothillscountyab.ca](mailto:appeals@foothillscountyab.ca)

2

Please be advised that failure to comply with this Stop Order within the time limit provided, will result in Foothills County being required to take further enforcement action pursuant to section 645 of the *Municipal Government Act*. Further enforcement action may include but is not limited to;

- The issuance of fines under the Land Use Bylaw
- Foothills County entering the lands and taking necessary action to remedy contraventions in accordance with Section 542 of the *Municipal Government Act*
- Foothills County seeking an Injunction or other relief from the Court of King's Bench of Alberta pursuant to Section 554 of the *Municipal Government Act*.

Further, Foothills County has the authority to add the costs and expenses for carrying out this Stop Order to the tax roll for the Lands pursuant to Section 553(1)(h.1) of the *Municipal Government Act*.

Pursuant to Section 7 of the *Municipal Government Act*, a person who violates any provisions of the Land Use Bylaw, or permits a contravention of the Land Use Bylaw, is guilty of an offence and is liable, upon summary conviction, to a fine up to Ten Thousand Dollars (\$10,000.00), imprisonment for up to one year, or both fine and imprisonment.

YOURS TRULY,

**FOOTHILLS COUNTY**

Per:



---

Elliott Salmon  
Development Compliance Officer

3

# Order

Residential Tenancy Dispute Resolution Service (RTDRS)

COURT ACTION NUMBER	
RTDRS CASE NUMBER	<b>R24/009847</b>
TRIBUNAL	Residential Tenancy Dispute Resolution Service – Government of Alberta
APPLICANT(S) Landlord	Elaine McGee
RESPONDENT(S) Tenant	Michael Taylor
DOCUMENT	<b>Unconditional Order</b>
NAME, PHYSICAL ADDRESS FOR SERVICE, EMAIL ADDRESS AND TELEPHONE NUMBER FOR PARTY FILING THE ORDER	Elaine McGee [REDACTED] [REDACTED] [REDACTED]
LEGISLATION	Residential Tenancies Act Statutes of Alberta, 2004, Chapter R-17.1 and Amendments and Regulations thereto



DATE OF HEARING: **11 September 2024 & 18 September 2024**

DATE OF ORDER: **18 September 2024**

NAME OF TENANCY DISPUTE OFFICER WHO MADE THIS ORDER: **J. YOUNG**

LOCATION OF HEARING: **By Telephone Conference**

ADDRESS OF THE RENTAL PREMISES: **80043 261 Ave E, FOOTHILLS AB**

This is Exhibit "B" referred to in the Affidavit of  
Elaine McGee  
 Sworn before me this 31 day  
 of Jan A.D., 2025  
[Signature]  
 Commissioner for Oaths in and for the Province of Alberta

**Amen Dhaliwal**  
 A Commissioner for Oaths  
 in and for Alberta  
 My Commission Expires Nov. 15, 2025

UPON THE APPLICATION of the Landlord

AND UPON having read the application of the Landlord and the documentation filed by both parties

AND UPON having heard what was said by the Landlord and the Tenant.

**THE TENANCY DISPUTE OFFICER FINDS THAT:**

On 22 August 2024, the Municipality of Foothills County issued a Stop Order to the Landlord and the Tenant requiring the Tenant to immediately cease all non-permitted business use of the rental premises and to remove all related vehicles, equipment and goods within 14 days.

The Tenant has failed to comply with the Stop Order.

The Tenant's continued use of the rental premises for business purposes amounts to a substantial breach of the covenant contained in section 21(c) of the *Residential Tenancies Act*:

(c) that the tenant will not perform illegal acts or **carry on an illegal trade, business or occupation in the premises, the common areas or the property of which they form a part;**

**IT IS ORDERED THAT:**

The tenancy between the Landlord and Tenant in respect of the rental premises is terminated effective 18 September 2024.

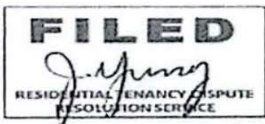
The Tenant shall deliver up vacant possession of the rental premises no later than 31 October 2024, at noon.

The Landlord shall have costs in the amount of \$75.00, inclusive of disbursements.

The Landlord may, at no additional cost, on or before 20 December 2024 file an application for other remedies not dealt with in this Order arising from this tenancy.

Reasons to support this decision and order were provided orally during the hearing.

This order is binding on the parties when issued and, on being filed at the Court of King's Bench, is enforceable in the same manner as an order of the Court. After the filed order has been served on the Tenant, an Affidavit of Service must be filed at the Court before a civil enforcement agency has authority to evict any occupant of the rental premises in accordance with the terms of the order.



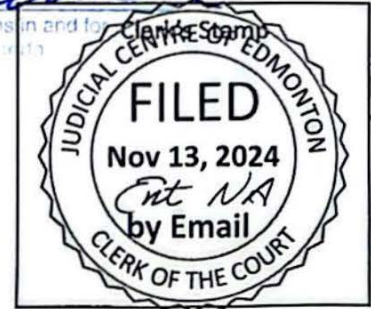
**J. YOUNG**  
Tenancy Dispute Officer  
**18 September 2024**

Amen Dhaliwal  
A Commissioner for Oaths  
in and for Alberta  
My Commission Expires Nov. 15, 2025

This is Exhibit "C" referred to in the  
Affidavit of  
Elaine McGee  
Sworn before me this 31 day  
of Jan A.D. 2025

*[Signature]*  
A Commissioner for Oaths in and for  
the Province of Alberta

COURT FILE NUMBER: 2403 18471  
COURT: COURT OF KING'S BENCH  
OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
APPLICANT: MICHAEL TAYLOR  
RESPONDENT: ELAINE MCGEE  
DOCUMENT: ORDER



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: c/o MORRISON LLP Barristers & Solicitors 6940 – 76 Avenue NW Edmonton, AB T6B 2R2 JARRETT A. C. TILLEY Telephone: 587 758 1099 Facsimile: 587 758 1098

DATE ON WHICH ORDER WAS PRONOUNCED: November 06, 2024  
NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice J. D. Martin  
LOCATION OF HEARING: Edmonton, Alberta

UPON THE APPLICATION of the Applicant, Michael Taylor for a stay of a Residential Tenancy Order, and an Appeal of the Residential Tenancy Order pronounced September 18, 2024;  
AND UPON having read the Applicant's materials filed;  
AND UPON hearing submissions from the Applicant, self-represented, who appeared via Webex;  
AND UPON hearing submissions from Counsel for the Respondent, Elaine McGee, with her counsel being a volunteer lawyer through Amicus, with both the Respondent and her Counsel appearing in person;  
AND UPON THE COURT BEING ADVISED that the Applicant is a former tenant of the Respondent;  
AND UPON THE COURT BEING ADVISED that the parties attended a Tenancy Dispute Hearing on September 11, 2024 before Tenancy Dispute Officer J. Young;  
AND UPON THE COURT BEING ADVISED that the Tenancy Dispute Officer J. Young rendered an Unconditional Order on September 18, 2024 terminating the tenancy between Applicant and Respondent effective September 18, 2024, with such order having been filed with the Court;

**IT IS HEREBY ORDERED THAT:**

1. The Applicant Michael Taylor's application for a stay-of-order is struck.
2. The Unconditional Order pronounced September 18, 2024 by Tenancy Dispute Officer J. Young shall remain in force and effect.
3. The Unconditional Order shall be amended to allow the Respondent Elaine McGee to have until February 20, 2025 to file an application for other remedies not dealt with in the Unconditional Order arising from the tenancy between the Applicant (tenant) and Respondent (Landlord), at no additional cost to the Respondent
4. Rule 9.4(2)(c) is invoked.



**THE HONOURABLE JUSTICE J. D. MARTIN**  
**COURT OF KING'S BENCH OF ALBERTA**

**MORRISON LLP**  
**PER:**



**JARRETT A. C. TILLEY**  
Counsel for the Respondent Elaine McGee via AMICUS

This is Exhibit "D" referred to in the Affidavit of

Elaine McGee

R020241130715

"D"

Sworn before me this 31 day of Jan A.D., 2025

Civil Enforcement Agency File Number

Elaine McGee **BAILIFF'S REPORT**  
A Commissioner for Oaths in and for the Province of Alberta

**Amen Dhaliwal**  
A Commissioner for Oaths in and for Alberta  
My Commission Expires Nov. 15, 2025

CREDITOR ELAINE MCGEE  
DEBTOR MICHAEL TAYLOR

I, ALAN EDGEcombe of the City/Town of COCHRANE, Alberta  
Name of Bailiff.

Report as follows: On 14 day of Nov 2024

effected seizure  made removal  attempted seizure / removal  effected settlement  
at 80043-261 AVE E. MD FOOTHILLS  by serving the  service N/A  
Address / Land Description where Seizure / Removal / Attempt / Settlement Made

Warrant (if applicable)  Notice of Seizure of Personal Property  
 Information for Debtor Form  Notice of Objection to Seizure of Personal Property  
 On the Debtor(s) or adult member of the Debtor's household  By attaching the documents to the seized personal property / posting in a conspicuous place

The seized personal property was:

Left on a Bailee's Undertaking at:  Remained at:  Removed to:

MEET WITH CLIENT. LOCATE DEBTOR UPSTAIRS ROOM SLEEPING. INFORM HIM OF SITUATION. VERY NERVOUS AND AGGRESSIVE. WAIT DOWNSTAIRS. HE CAME DOWN SAID NOT LEAVING WITHOUT POLICE ESCORT HIM OUT. VERY DEFIANT. CALLED RCMP. WAIT FOR THEM. DISCUSS OPTIONS. THEY SAID WITH-OUT POLICE CLAUSE ONLY COULD KEEP THE PEACE. WE ALL WENT INSIDE AND SPOKE AT LENGTH TO DEBTOR. HE SAT ON COUCH SAID WOULD ONLY LEAVE

Addendum Attached of \_\_\_\_\_ Pages, (Each page forms part of this Report)

I hereby certify that the information contained in this Report is true and complete to the best of my Knowledge. I understand that any false information may lead to charges under the Criminal Code of Canada and could result in the suspension or cancellation of my appointment as Bailiff.

Dated at CALGARY  
Alberta, on 11/14/24  
Month-Date-Year

[Signature]  
Signature of Bailiff

ELAINE MCGEE  
Name of Instructing Party  
680 AUBURN BAY BLVD. SE CALGARY AB T3M-0H1  
Address of Instructing Party City Province Postal Code  
**PRAIRIE SERVICES** 403-517-3493 403-517-3495  
Name of Civil Enforcement Agency Telephone Number Fax Number  
4291 120 Ave Se, Calgary, Alberta, T2Z 4J7 CALGARY ALBERTA T2G 2A5  
Address of Civil Enforcement Agency City Province Postal Code

CIVIL ENFORCEMENT AGENCY FEES \$ \_\_\_\_\_

For a Detailed list of Charges See Attached Invoice: Page 1 of 1

## BAILIFF'S REPORT - ADDENDUM

### COMMENTS - CONTINUED

IN HANDCUFFS. HE GOT VERY LOUD AND DEFIANT.  
WE TOLD HIM WE WOULD GET ORDER AND BE  
BACK HE SAID "GOOD I'LL BE HERE". WE  
LEFT THE HOUSE

Signature of Bailiff  
PAGE 2 OF 2

"E"

COURT FILE NUMBER 2403 18471  
 COURT Court of King's Bench of Alberta  
 JUDICIAL CENTRE Edmonton  
 LANDLORD(S) / APPLICANT(S) ELAINE MCGEE  
 TENANT(S) / RESPONDENT(S) MICHAEL TAYLOR  
 DOCUMENT AMENDED ORDER  
 ORDER PREPARED BY Court Generated Orders Clerk  
 Resolution Services



I hereby certify this to be a true copy of the original Amended Order  
 Dated this 19th day of December 2024  
 \_\_\_\_\_  
 for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: 18th DAY OF DECEMBER, 2024  
 LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton  
 NAME OF THE APPLICATIONS JUDGE WHO MADE THIS ORDER: L.A. SMART

THE COURT HAS REVIEWED THE AFFIDAVITS FILED IN SUPPORT OF THIS APPLICATION AND HAS BEEN ADVISED OF THE FOLLOWING:

The Landlord applied for recovery of possession of the premises from an overholding Tenant.

ELAINE MCGEE, herein referred to as "the Landlord", was present in Court and was self-represented.

MICHAEL TAYLOR, herein referred to as "the Tenant", was not present in Court.

MICHAEL TAYLOR was properly served.

**80043 ~~264~~ 261 Ave East, Foothills, Alberta**, is herein referred to as "the Rental Premises".

UPON NOTING that MICHAEL TAYLOR has been properly served with an Order directing him to vacate the Rental Premises, which was filed with this court September 24, 2024.

UPON NOTING that MICHAEL TAYLOR has not complied with vacating the Rental Premises as per the Order filed September 24, 2024.

**THE COURT ORDERS AS FOLLOWS:**

- MICHAEL TAYLOR shall immediately deliver up vacant possession of the Rental Premises to ELAINE MCGEE.

Amen Dhalival  
 Commissioner for Oaths  
 in and for Alberta  
 My Commission Expires Nov. 15, 2025

This is Exhibit "E" referred to in the Affidavit of Elaine McGee  
 Sworn before me this 19th day of December, 2024  
 A Commissioner for Oaths in and for the Province of Alberta  
 \_\_\_\_\_  
 Amen Dhalival

2. A Civil Enforcement Agency has authority to evict any unauthorized occupant(s) of the Rental Premises.
  
3. The assistance of a Police/Peace Officer may be requested by the Civil Enforcement Agency to assist with the enforcement of this Order.
  - a.) Any Police/Peace Officer(s) assisting with the eviction are hereby granted permission to use as much reasonable force as may be necessary to enter the Rental Premises. Permitted forced entry to the Rental Premises may be conducted by any means necessary.
  - b.) If MICHAEL TAYLOR and any other unauthorized occupant(s) in the Rental Premises fail to comply and vacate. Any Police/Peace Officer(s) assisting in said eviction may use as much reasonable force as may be necessary remove MICHAEL TAYLOR and any other unauthorized occupant(s) from the Rental Premises.
  - c.) MICHAEL TAYLOR and any other unauthorized occupant(s) may be detained until such time that ELAINE MCGEE can secure the Rental Premises by changing the locks.
  
4. This Order may be served in the manner provided by s.57 of the *Residential Tenancies Act*, R.S.A. 2004, c. R-17.1, as amended.
  
5. Costs of this application may be addressed in a further court application.

  
\_\_\_\_\_  
Applications Judge of the  
Court of King's Bench of Alberta

"F"

# IMMEDIATE NOTICE TO VACATE

RESULTING FROM A BREACH OF THE COURT ORDER TERMINATING YOUR TENANCY, ISSUED FROM THE RTDRS AND FILED IN THE COURT OF KING'S BENCH OF ALBERTA, JUDICIAL DISTRICT OF EDMONTON

PURSUANT TO THE RESIDENTIAL TENANCIES ACT AND THE CIVIL ENFORCEMENT ACT, YOU ARE REQUIRED BY LAW TO REMOVE YOURSELF AND DELIVER UP VACANT POSSESSION OF THE LEASED PREMISES.

**YOU ARE HEREBY REQUIRED TO VACATE**  
**AND LEAVE THESE PREMISES DESCRIBED AS**  
**80043 261 AVE E. FOOTHILLS COUNTY**  
**ALBERTA. IMMEDIATELY.**

THE LOCKS HAVE NOW BEEN CHANGED AND YOU ARE REQUIRED TO TELEPHONE [REDACTED] RETRIEVAL OF YOUR BELONGINGS; AND / OR THE PROPER DELIVERY OF KEYS.

ANY ATTEMPT TO ENTER THE PREMISES WITHOUT PERMISSION WILL BE CONSIDERED TRESPASSING AND A BREACH OF THE CRIMINAL CODE.

DATED THIS 21 DAY OF <sup>DECEMBER</sup>~~NOVEMBER~~ 2024, AT

IN THE COUNTY OF FOOTHILLS  
IN THE PROVINCE OF ALBERTA

This is Exhibit F referred to in the Affidavit of Elaine McGee  
Sworn before me this 31 day of Jan A.D., 2025  
[Signature]  
A Commissioner for Oaths in and for the Province of Alberta

[Signature] #206  
CIVIL ENFORCEMENT BAILIFF

RO20241130715  
AGENCY FILE NUMBER

Amen Dhaliwal  
A Commissioner for Oaths  
in and for Alberta  
My Commission Expires Nov. 15, 2025

"G"

Reçu de Received from Mike Taylor Date AUGUST 26, 2024

One-thousand-seventy-five ~~100~~ <sup>xx</sup> 100 Dollars

RENT from AUGUST 1, 2024 - AUGUST 31, 2024

for 80043 261 AVE E, Foothills, AB. T3M 0H1

\$ 1000.00 + 75.00 total: \$1075.00 No. \* Plus LATE FEES \*

N° d'enr. de taxe Tax Reg. No. Elaine McGee

Blueline © Blueline®, 2006

Reçu de Received from MIKE TAYLOR Date September 1, 2024

One-thousand ~~100~~ <sup>xxx</sup> 100 Dollars

for SEPTEMBER 2024 RENT

at 80043 261 AVE E Foothills, AB

\$ 1000.00 No. Paid in CASH

N° d'enr. de taxe Tax Reg. No. Elaine McGee

Blueline © Blueline®, 2006

This is Exhibit "G" referred to in the Affidavit of Elaine McGee

Sworn before me this 31 day of Jan A.D. 2025

Amen Dhaliwal  
A Commissioner for Oaths in and for the Province of Alberta

**Amen Dhaliwal**  
A Commissioner for Oaths  
in and for Alberta  
My Commission Expires Nov. 15, 2025



Order Placed: October 30, 2024  
Amazon.ca order number: 701-8690348-6305804  
Order Total: \$209.97

Shipped on October 31, 2024

Items Ordered

1 of: Atoms ATR-1611W by Skylink 1/2HPF Garage Door Opener with Alexa. Extremely Quiet DC Motor, Chain Drive, and WiFi Compatible \$199.97

Sold by: Skylink Inc. (seller profile)

Manufacturer: Skylink, Mississauga, Ontario L4W 4L4,CA

Condition: New

Shipping Address:

Elaine McGee

Calgary, AB  
Canada

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method:

Visa ending in [REDACTED]

Billing Address:

Elaine McGee

Canada

Credit Card transactions

Item(s) Subtotal:	\$199.97
Shipping & Handling:	\$0.00
	-----
Total before tax:	\$199.97
Estimated GST/HST:	\$10.00
Estimated PST/RST/QST:	\$0.00
	-----
<b>Grand Total:</b>	<b>\$209.97</b>

Visa ending in [REDACTED]: October 31, 2024: \$209.97

To view the status of your order, return to Order Summary

Please note: This is not a VAT invoice.

TOP OF PAGE

Amazon.ca

Your Orders

Registry and Gifting

Your Account

Your Recently Viewed Items

Returns

1-Click Settings

Help

Your Lists

Find a Gift

Your Subscribe & Save Items

Sell on Amazon

Recalls and Product Safety Alerts

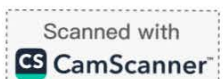
Contact Us

English

Canada

Switch Accounts

Sign Out



"I"

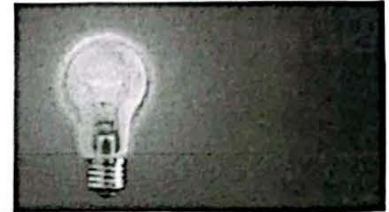
### PAYMENTS AND CREDITS

Any payments you made that we received after November 19, 2024 will appear on your next statement.

Date Posted	Description	Amount (\$)
Nov 05	PAYMENT - THANK YOU	[REDACTED]
<b>Total payments and credits</b>		[REDACTED]

### PURCHASES AND RETURNS

Date Charged	Date Posted	Description	Amount (\$)
Oct 17	Oct 18	EDM EPARK PAYMACHINE EDMONTON AB	2.63
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Nov 13	Nov 13	PRAIRIE BAILIFF SERVIC CALGARY AB	650.00
<b>Total for ELAINE [REDACTED] MCGEE [REDACTED]</b>		[REDACTED]	[REDACTED]
<b>Total purchases and returns</b>		[REDACTED]	[REDACTED]



Ensure you are earning the most rewards by getting all your family members their own supplementary card. When you all use the card everyday, everyone is adding to your rewards balance!

### INTEREST CHARGES

Balance Type	Interest Charged (\$)	Annual Interest Rate (%)
Purchases	0.00	19.99 %
Cash advances and Mastercard cheques	0.00	22.99 %
<b>Total interest charges</b>	<b>\$0.00</b>	

(V) - Variable (F) - Fixed

This is Exhibit "I" referred to in the Affidavit of

Elaine McGee

Sworn before me this 31 day

of Jan A.D. 2025

Amen Dhaliwal  
A Commissioner for Oaths in and for the Province of Alberta

**Amen Dhaliwal**  
A Commissioner for Oaths  
in and for Alberta  
My Commission Expires Nov. 15, 2025

#### Making payments

You can make your payment by:

- Autopay (pre-authorized debit)
- ABM
- Telephone banking
- Internet banking
- Mail, to the address alongside
- at any ATB branch.

ⓘ Please allow enough time for your payment to reach us by the due date.

Mail your payments and enquiries to:

ATB Financial Mastercard  
P.O. Box 21063  
Calgary, AB T2P 4H5

"J"

# Government Payment Application Service - GPAS

The following payment has been processed:

Requesting Department:	Justice and Solicitor General
Merchant Name:	King's Bench Edmonton
Merchant Website:	https://albertacourts.ca/
Description of Service:	\$50.00 filing fee \$1.00 per page
Order Name:	Elaine McGee
Date of Payment:	11/27/2024 9:11:50 AM
GPAS Transaction ID:	939892594
TD Transaction ID:	10206966
Amount of Payment:	\$66.00 Canadian Funds
Credit Card Type:	MasterCard
Name on Card:	Elaine McGee
Order Type:	Web Payment
Response:	Approved

An additional receipt has also been sent to the same email address where you would have received the initial payment request.

[Print Page](#)

© 1995 – 2012 Government of Alberta Copyright and Disclaimer Privacy

This is Exhibit "J" referred to in the Affidavit of Elaine McGee  
 Sworn before me this 31 day of Jan A.D. 2025  
Amen Dhaliwal  
 A Commissioner for Oaths in and for the Province of Alberta

**Amen Dhaliwal**  
 A Commissioner for Oaths  
 in and for Alberta  
 My Commission Expires Nov. 15, 2025



10:25

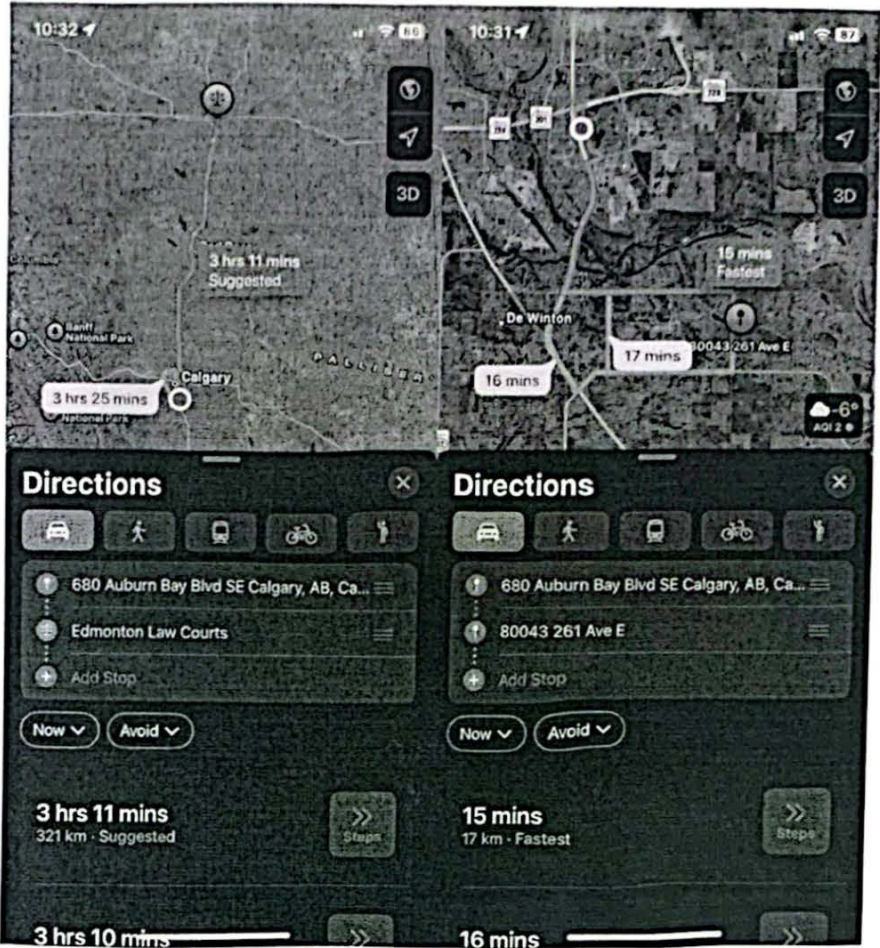
canada.ca

### Table of 2024 kilometre rates for the province or territory

Province or territory	Cents/kilometre
Alberta	54.5
British Columbia	57.5
Manitoba	54.5
New Brunswick	58.5
Newfoundland and Labrador	60.5
Northwest Territories	70.0
Nova Scotia	59.5
Nunavut	70.5
Ontario	60.5
Prince Edward Island	57.5
Quebec	58.0
Saskatchewan	55.0
Yukon	71.5

### Previous years

- ▶ 2023
- ▶ 2022
- ▶ 2021



$$\begin{aligned}
 \$349.85 \times 4 &= \$1399.56 \\
 \$18.53 \times 5 &= \$92.65
 \end{aligned}$$

\$ 1492.21

$$\begin{aligned}
 321 \times 2 &= 642 \text{ km round trip} \\
 @ 54.5 \text{ cents/km} \\
 &= \$349.85
 \end{aligned}$$

$$\begin{aligned}
 17 \times 2 &= 34 \text{ km round trip} \\
 @ 54.5 \text{ cents/km} \\
 &= \$18.53
 \end{aligned}$$

THIS IS YOUR RECEIPT    THIS IS YOUR RECEIPT    THIS IS YOUR RECEIPT    THIS IS YOUR RECEIPT

## CITY OF EDMONTON

Terminal: 1035a  
 Plate: SEV087  
 103A AVE 99 ST to 97 ST South Side  
 Valid through:  
**THURSDAY 17 OCT 24**  
**4:09 PM**

Amount Paid: \$2.63 (GST incl.)  
 Start Time: 10/17/2024 3:09 PM  
 Trn: Bbaea9de6b19eadf

Auth No: 017896  
 Receipt No: 33809  
 \*\*\*\*\*0514

*This is Exhibit K referred to in the Affidavit of*

Elaine McGee  
 Sworn before me this 31 day  
 of Jan A.D. 2025

[Signature]  
 A Commissioner for Oaths in and for the Province of Alberta

Amen Dhaliwal  
 in and for Alberta  
 Commission Expires Nov. 15, 2025

### EDMONTON LAW COURTS:

- OCT. 17 to File (+ parking)
- OCT. 28 STAY hearing
- NOV. 6 APPEAL hearing
- DEC. 18 Police Clause application hearing

### RENTAL PREMISES:

- OCT. 1 - Serve RTDRS order
- OCT. 24 - Serve AFFIDAVIT in Response
- NOV. 14 - EVICTION ATTEMPT
- DEC. 02 - serve Notice of Police Clause application hearing
- DEC. 21 - EVICTION SUCCESSFUL

This is Exhibit "D" referred to in the

Affidavit of

Elaine McGee

Sworn before me this 23

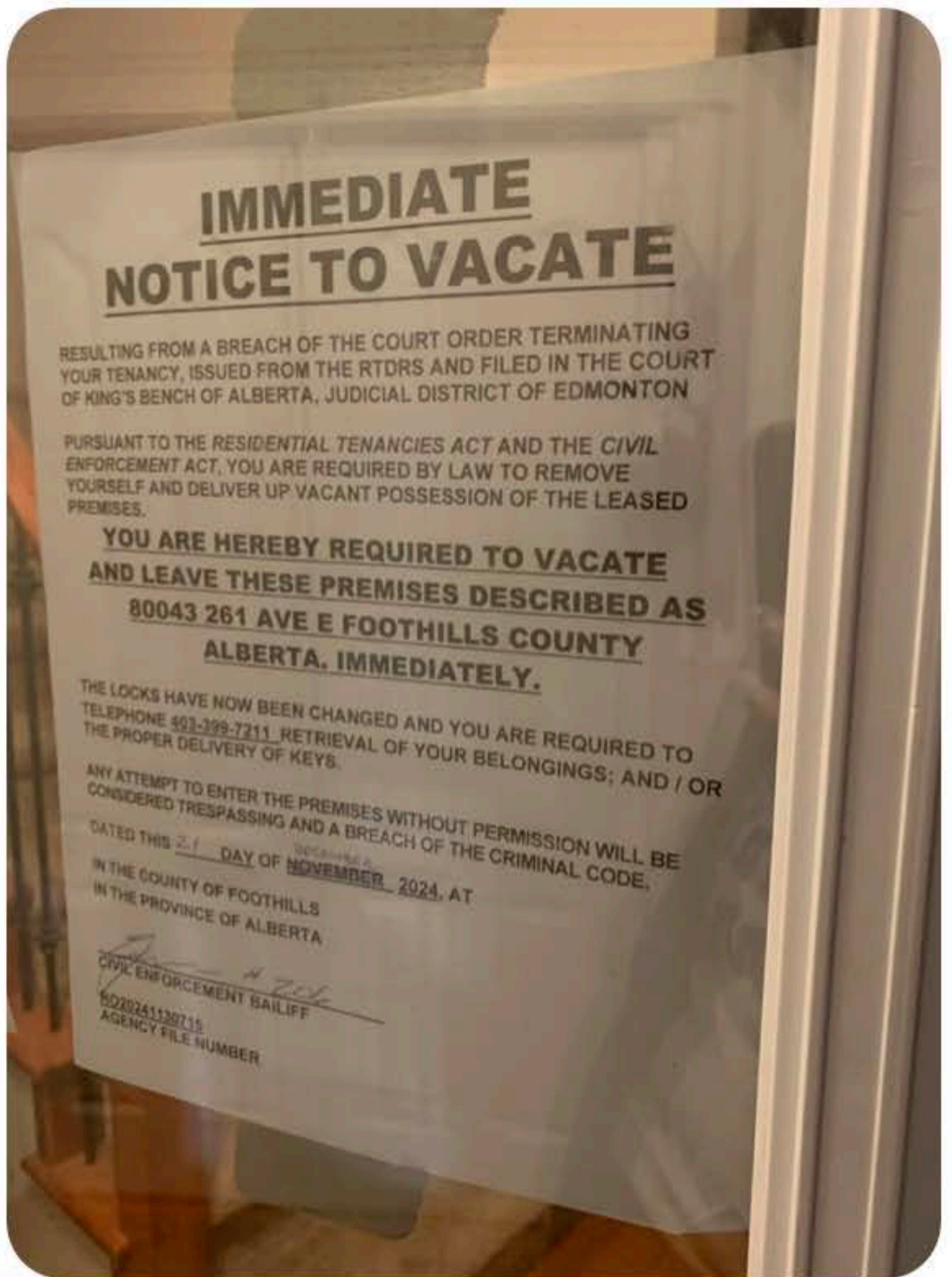
Day of September, A.D. 25

Ashgupta  
Commissioner for Oaths  
in and for the Province of Alberta

ASHWIN GUPTA  
BARRISTER & SOLICITOR



Text Message • RCS  
Sat, Dec 21 at 10:49 PM



The bailiff was out today and the locks have been changed. The notice above is posted stating you no longer have permission to be at the premises. It will be deemed trespassing unless you have arranged IN ADVANCE to retrieve your property. Cameras are now setup onsite and police will be called.

Please note:

\*\*\*Your belongings will be stored for 30 days (until Jan 21, 2025). The landlord has the discretion to coordinate with the



Text Message • RCS





permission to be at the premises. It will be deemed trespassing unless you have arranged IN ADVANCE to retrieve your property. Cameras are now setup onsite and police will be called.

Please note:

\*\*\*Your belongings will be stored for 30 days (until Jan 21, 2025). The landlord has the discretion to coordinate with the tenant on a mutually agreeable date and time for retrieving their items. This scheduling can be based on the landlord's availability, provided it falls within the 30-day window.

YOU DO NOT have permission to access 80043 261 Ave E. Foothills, AB T1S 4G5

Tue, Jan 28 at 4:37 PM

Just to follow up on my email I sent earlier, I want to make it perfectly clear that I have not abandoned my appeal.

Also - you're free to speculate on what you feel you may be owed - but you're not entitled to a single dime until receiving judgement in court.

\$900 in milage expenses?  
You're delusional.

Send the invoice Alberta service and red tape reduction.

I've already issued mine.



Text Message • RCS



This is Exhibit "E" referred to in the

Affidavit of

Elaine McGee

Sworn before me this 23

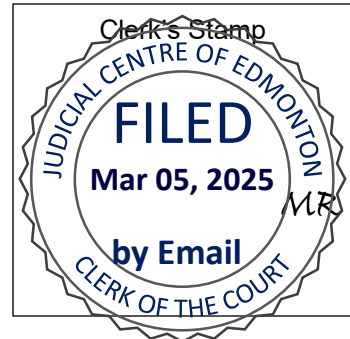
Day of September, A.D. 2025


Ashwin Gupta  
Commissioner for Oaths  
in and for the Province of Alberta

ASHWIN GUPTA  
BARRISTER & SOLICITOR

Court generated order granted and signed  
Appellant – [REDACTED]  
Respondent - [REDACTED]

COURT FILE NUMBER 2403 18471  
COURT Court of King's Bench of Alberta  
JUDICIAL CENTRE Edmonton  
APPELLANT MICHAEL TAYLOR  
RESPONDENT ELAINE MCGEE  
DOCUMENT **ADJOURNING ORDER**  
ORDER PREPARED BY Court Generated Orders Clerk  
Resolution Services



I hereby certify this to be a true copy of  
the original Order  
Dated this 5th day of March 2025  
  
for Clerk of the Court

---

DATE ON WHICH ORDER WAS PRONOUNCED: 4th DAY OF MARCH 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton

NAME OF THE JUSTICE WHO MADE THIS ORDER:  
THE HONOURABLE JUSTICE M.J. MCGUIRE

---

**\*\*\*These matters were conducted using a virtual courtroom, and all participants, exclusive of the Justice, Clerk and Applicant(s), appeared via WebEx\*\*\***

THE COURT HAS REVIEWED THE AFFIDAVITS FILED IN SUPPORT OF THIS APPLICATION AND HAS BEEN ADVISED OF THE FOLLOWING:

MICHAEL TAYLOR filed an appeal of an Order granted by A Tenancy Dispute Officer of the Residential Tenancy Dispute Resolution Service (RTDRS) of Alberta and filed with this Court on September 24, 2024.

ELAINE MCGEE filed an application to strike the appeal and for other additional relief.

MICHAEL TAYLOR filed a cross application to set aside the application of ELAINE MCGEE to strike his appeal, and for other additional or alternative relief.

MICHAEL TAYLOR was present in Court by way of WebEx and was self-represented.

ELAINE MCGEE was present in Court and was self-represented.

UPON NOTING the transcripts from the RTDRS hearing have not yet been filed regarding the appeal.

UPON HEARING the submissions provided to the court by both parties, and in particular upon being advised by MICHAEL TAYLOR that he will **order the transcript necessary for his appeal by Friday, March 7, 2025.**

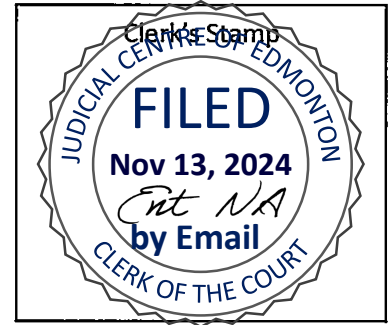
**IT IS HEREBY ORDERED THAT:**

1. The application to strike the appeal is hereby adjourned from today's date to **Thursday, March 13, 2025** at 10:00 am in Civil Chambers at Law Courts Building, 1-A Sir Winston Churchill Square, Edmonton, Alberta.
2. The remainder of the application of Elaine McGee is not an application incidental to the appeal and therefore is struck.
3. ELAINE MCGEE is at liberty to substitutionally serve all further documents in this appeal, upon MICHAEL TAYLOR by scanning the documents and sending them by e-mail to the following email address:
  - i. [REDACTED]
4. Service by the method set out in the above paragraph shall be deemed to be good and sufficient.
5. The application of MICHAEL TAYLOR to transfer the file to Calgary and for such other relief as may be incidental to the appeal is hereby adjourned to **Thursday March 13, 2025** at 10:00 am in Civil Chambers at Law Courts Building, 1-A Sir Winston Churchill Square, Edmonton, Alberta.
6. The application of MICHAEL TAYLOR for injunctive relief is not an application incidental to the appeal and is struck.



Justice of the Court of King's Bench of Alberta

COURT FILE NUMBER: 2403 18471  
COURT: COURT OF KING'S BENCH  
OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
APPLICANT: MICHAEL TAYLOR  
RESPONDENT: ELAINE MCGEE  
DOCUMENT: ORDER



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: c/o MORRISON LLP Barristers & Solicitors 6940 – 76 Avenue NW Edmonton, AB T6B 2R2  
JARRETT A. C. TILLEY  
Telephone: 587 758 1099  
Facsimile: 587 758 1098

---

DATE ON WHICH ORDER WAS PRONOUNCED: November 06, 2024  
NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice J. D. Martin  
LOCATION OF HEARING: Edmonton, Alberta

---

**UPON THE APPLICATION** of the Applicant, Michael Taylor for a stay of a Residential Tenancy Order, and an Appeal of the Residential Tenancy Order pronounced September 18, 2024;

**AND UPON** having read the Applicant's materials filed;

**AND UPON** hearing submissions from the Applicant, self-represented, who appeared via Webex;

**AND UPON** hearing submissions from Counsel for the Respondent, Elaine McGee, with her counsel being a volunteer lawyer through Amicus, with both the Respondent and her Counsel appearing in person;

**AND UPON THE COURT BEING ADVISED** that the Applicant is a former tenant of the Respondent;

**AND UPON THE COURT BEING ADVISED** that the parties attended a Tenancy Dispute Hearing on September 11, 2024 before Tenancy Dispute Officer J. Young;

**AND UPON THE COURT BEING ADVISED** that the Tenancy Dispute Officer J. Young rendered an Unconditional Order on September 18, 2024 terminating the tenancy between Applicant and Respondent effective September 18, 2024, with such order having been filed with the Court;

**IT IS HEREBY ORDERED THAT:**

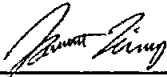
1. The Applicant Michael Taylor's application for a stay-of-order is struck.
2. The Unconditional Order pronounced September 18, 2024 by Tenancy Dispute Officer J. Young shall remain in force and effect.
3. The Unconditional Order shall be amended to allow the Respondent Elaine McGee to have until February 20, 2025 to file an application for other remedies not dealt with in the Unconditional Order arising from the tenancy between the Applicant (tenant) and Respondent (Landlord), at no additional cost to the Respondent
4. Rule 9.4(2)(c) is invoked.



---

**THE HONOURABLE JUSTICE J. D. MARTIN**  
COURT OF KING'S BENCH OF ALBERTA

**MORRISON LLP**  
**PER:**



---

**JARRETT A. C. TILLEY**  
Counsel for the Respondent Elaine McGee via AMICUS

## Jarrett Tilley

---

**From:** Microsoft Outlook  
<MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@morrisonfamilylaw.com>  
**To:** [REDACTED]  
**Sent:** November 7, 2024 8:00 PM  
**Subject:** Relayed: Re: Order Following Chambers | Taylor v. McGee - November 06, 2024

**Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:**


[REDACTED]

Subject: Re: Order Following Chambers | Taylor v. McGee - November 06, 2024



COURT FILE NUMBER 2403 18471  
COURT Court of King’s Bench of Alberta  
JUDICIAL CENTRE Edmonton  
LANDLORD(S) / APPLICANT(S) ELAINE MCGEE  
TENANT(S) / RESPONDENT(S) MICHAEL TAYLOR  
DOCUMENT **AMENDED ORDER**  
ORDER PREPARED BY Court Generated Orders Clerk  
Resolution Services



I hereby certify this to be a true copy of the original Amended Order  
Dated this 19th day of December 2024  
  
for Clerk of the Court

---

DATE ON WHICH ORDER WAS PRONOUNCED: 18th DAY OF DECEMBER, 2024  
LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton  
NAME OF THE APPLICATIONS JUDGE WHO MADE THIS ORDER: L.A. SMART

---

THE COURT HAS REVIEWED THE AFFIDAVITS FILED IN SUPPORT OF THIS APPLICATION AND HAS BEEN ADVISED OF THE FOLLOWING:

The Landlord applied for recovery of possession of the premises from an overholding Tenant.

ELAINE MCGEE, herein referred to as “the Landlord”, was present in Court and was self-represented.

MICHAEL TAYLOR, herein referred to as “the Tenant”, was not present in Court.

MICHAEL TAYLOR was properly served.

**80043 ~~264~~ 261 Ave East, Foothills, Alberta**, is herein referred to as “the Rental Premises”.

UPON NOTING that MICHAEL TAYLOR has been properly served with an Order directing him to vacate the Rental Premises, which was filed with this court September 24, 2024.

UPON NOTING that MICHAEL TAYLOR has not complied with vacating the Rental Premises as per the Order filed September 24, 2024.

**THE COURT ORDERS AS FOLLOWS:**

1. MICHAEL TAYLOR shall immediately deliver up vacant possession of the Rental Premises to ELAINE MCGEE.

2. A Civil Enforcement Agency has authority to evict any unauthorized occupant(s) of the Rental Premises.
3. The assistance of a Police/Peace Officer may be requested by the Civil Enforcement Agency to assist with the enforcement of this Order.
  - a.) Any Police/Peace Officer(s) assisting with the eviction are hereby granted permission to use as much reasonable force as may be necessary to enter the Rental Premises. Permitted forced entry to the Rental Premises may be conducted by any means necessary.
  - b.) If MICHAEL TAYLOR and any other unauthorized occupant(s) in the Rental Premises fail to comply and vacate. Any Police/Peace Officer(s) assisting in said eviction may use as much reasonable force as may be necessary remove MICHAEL TAYLOR and any other unauthorized occupant(s) from the Rental Premises.
  - c.) MICHAEL TAYLOR and any other unauthorized occupant(s) may be detained until such time that ELAINE MCGEE can secure the Rental Premises by changing the locks.
4. This Order may be served in the manner provided by s.57 of the *Residential Tenancies Act*, R.S.A. 2004, c. R-17.1, as amended.
5. Costs of this application may be addressed in a further court application.



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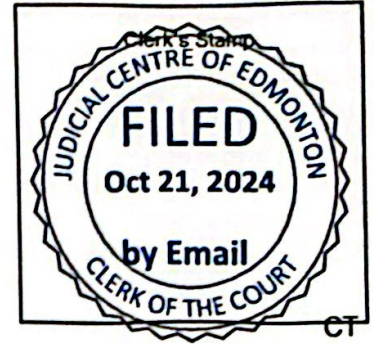
Applications Judge of the  
Court of King's Bench of Alberta

Court generated order granted and signed

Served Applicant [REDACTED]

Served Respondent noa


COURT FILE NUMBER 2403-18471  
COURT Court of King's Bench of Alberta  
JUDICIAL CENTRE Edmonton  
APPLICANT(S) MICHAEL TAYLOR  
RESPONDENT(S) ELAINE MCGEE  
DOCUMENT ORDER



I hereby certify this to be a true copy of the original.

ORDER PREPARED BY

Court Generated Orders Clerk  
Resolution Services

  
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: October 18, 2024

LOCATION OF HEARING OR TRIAL: EDMONTON

NAME OF JUSTICE WHO MADE THIS ORDER: L. M. ANGOTTI

THE COURT HAS REVIEWED THE AFFIDAVITS FILED IN SUPPORT OF THIS APPLICATION AND HAS BEEN ADVISED OF THE FOLLOWING:

MICHAEL TAYLOR was present in Court.

MICHAEL TAYLOR applied to the Court for Stay of Residential Tenancy Order granted September 18<sup>th</sup>, 2024.

ELAINE MCGEE was not served notice of this application.

**The Court orders as follows:**

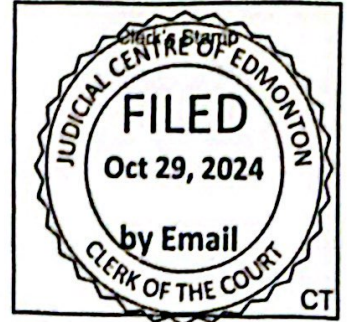
1. Adjourned for review by this Honourable Court at 10:00am on October 28<sup>th</sup>, 2024 at the Law Courts Building, 1A Sir Winston Churchill Square, Edmonton, AB.
2. Both parties have leave to attend via WebEx
3. The Applicant is required to serve the Respondent with the Application, supporting Affidavit, and this Order.

  
Justice of the Court of King's Bench of Alberta

Court generated order granted and signed  
Served Applicant m [REDACTED]  
Served Respondent [REDACTED]

ENTERED  
by OW

COURT FILE NUMBER 2403-18471  
COURT Court of King's Bench of Alberta  
JUDICIAL CENTRE Edmonton  
APPLICANT(S) MICHAEL TAYLOR  
RESPONDENT(S) ELAINE MCGEE  
DOCUMENT ORDER



ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

ORDER PREPARED BY Court Generated Orders Clerk  
Resolution Services

DATE ON WHICH ORDER WAS PRONOUNCED: October 28, 2024

LOCATION OF HEARING OR TRIAL: EDMONTON

*ORDER ex 6.11.24  
10:00*

NAME OF JUSTICE WHO MADE THIS ORDER: C.L. ARCAND-KOOTENAY

THE COURT HAS REVIEWED THE AFFIDAVITS FILED IN SUPPORT OF THIS  
APPLICATION AND HAS BEEN ADVISED OF THE FOLLOWING:

MICHAEL TAYLOR was present in Court.

MICHAEL TAYLOR applied to the Court for a stay of Residential Tenancy Order, and Appeal Residential Tenancy Order.

ELAINE MCGEE was present in Court.

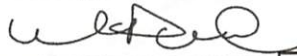
**The Court orders as follows:**

1. Adjourned for review by this Honourable Court at 10:00 a.m. on November 6<sup>th</sup>, 2024 at the Law Courts, 1A Sir Winston Churchill Square, Edmonton AB with the terms set out below to apply during the adjournment period.
2. The Applicant MICHAEL TAYLOR to serve RTDRS with the Application and supporting documents and file a Affidavit of Service prior to the next Court Hearing.

A handwritten signature in black ink, appearing to read 'C.L. Arcand-Kootenay', written over a horizontal line.

Justice of the Court of King's Bench of Alberta

I hereby certify this to be a true copy of the original

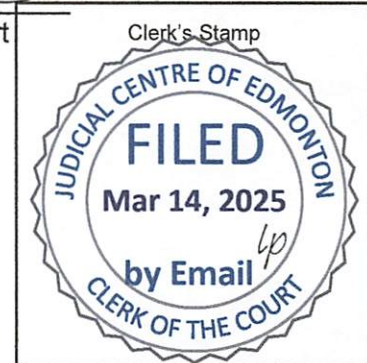


Court order granted and signed

Served Plaintiff: [REDACTED]

Served Defendant: [REDACTED]

For Clerk of the Court



**COURT FILE NUMBER** 2403 18471  
**COURT** Court of King's Bench of Alberta  
**JUDICIAL CENTRE** Edmonton  
**PLAINTIFF** ELAINE MCGEE  
**DEFENDANT** MICHAEL TAYLOR  
**DOCUMENT** PROCEDURAL ORDER  
**ORDER PREPARED BY** Court Generated Orders Clerk – Resolution Services

---

**DATE ON WHICH ORDER WAS PRONOUNCED:** 13th DAY OF MARCH, 2025

**LOCATION OF HEARING OR TRIAL:** EDMONTON

**NAME OF JUSTICE WHO MADE THIS ORDER:** THE HONOURABLE JUSTICE C. ARCAND-KOOTENAY

---

THE COURT HAS REVIEWED THE AFFIDAVITS FILED IN SUPPORT OF THIS APPLICATION AND HAS BEEN ADVISED OF THE FOLLOWING:

Upon each party appearing in Civil Chambers, self-represented;

Each of the Plaintiff and the Defendant have filed applications in this matter;

And upon noting that the issues to be determined cannot be resolved in morning chambers;

**IT IS ORDERED THAT:**

1. The parties are directed to schedule a one-hour pre-trial conference by contacting the Civil Court Coordinator at: [CivilCoordinator.KBJEdmonton@albertacourts.ca](mailto:CivilCoordinator.KBJEdmonton@albertacourts.ca).
2. Michael Taylor is permitted to appear at the pre-trial conference virtually.



---

Justice of the Court of King's Bench of Alberta

This is Exhibit "F" referred to in the

Affidavit of

Elaine McGee

Sworn before me this 23

Day of September, A.D. 2025

Ashapt  
Commissioner for Oaths  
in and for the Province of Alberta

ASHWIN GUPTA  
BARRISTER & SOLICITOR

BARRISTER & SOLICITOR

## Follow up

---

**From** Mike Taylor [REDACTED]  
**Date** Thu 7/24/2025 1:30 PM  
**To** Ashwin Gupta <agupta@far-sight.ca>

Mr. Gupta,

I have an entire bedroom worth of furniture that I've owned for several years, that is needed to furnish my new residence. I have an office desk, a living room couch, a significant amount of kitchenware, and plenty of receipts.

I continue to attempt to schedule the removal of the "MI-BOX" once the remainder of my belongings are removed from the residence. A storage unit that continues to cost \$271/ month since your client jumped aboard and aided in this malicious persecution. I am fully prepared to hear your client's argument for storage costs. You can expect the same.

With regards to the business equipment and materials, I continue to attempt to work with your client to facilitate its removal. The only ingredient missing is the co-operation of Elaine McGee.

Hiring a third party contractor is a ridiculous notion.

It's quite clear that I will need to file my application for injunctive relief after all. I of course will be seeking costs.

These constant threats of trespass are getting pretty fuckin' old. I have been nothing but upfront in my communication to Ms. McGee in my attempts to retrieve my property, and my mail.

Your client continues to act in bad faith, and escalate this conflict.

We'll argue to the judge about your client's continued interference and prevention from the lawful use and enjoyment of my rightful property.

Please have your client inventory of my property (as required under the RTA) prepared for our hearing.

Regards,

Mike

On Thursday, 24 July 2025, Ashwin Gupta <[agupta@far-sight.ca](mailto:agupta@far-sight.ca)> wrote:

Hi Mr. Taylor,

My client is willing to meet with you at a police station near the premises to hand off the bed. Please advise if this is feasible, and we can figure out a date and time.

However, if you were to enter the property at this stage it would be trespassing. If you'd like to remove your goods from the property at this stage, you need to hire a contractor and provide us with their details, so we can admit entry. If any goods are being removed by your contractor, **all** personal items - meaning the whole entire yard filled with pallets must be removed and restored. We will send you a bill for the storage fees for the time period after eviction.

I strongly urge you to get proper legal advice regarding your other allegations about detinue and the likes.

Furthermore, regarding the king's bench action, are you amenable to scheduling a Case Conference in late september? I can reach out to the Coordinator.

To be clear, this bed handoff is not ordered by the Courts, this is my client being sympathetic to your (alleged) circumstances and your father's medical situation. I do not have any obligation to respond to yourself unless it's regarding a court order or a court related matter.

Sincerely,  
Ashwin Gupta

 Resized logo 4

**Ashwin Gupta | Associate | Far-Sight Law Firm**

[354 8th Ave NE | Calgary, Alberta T2E-3J8](#) | Ph: 587-349-3153 | F: 587-349-3155

[www.far-sight.ca](http://www.far-sight.ca)

*IMPORTANT NOTICE: This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication in error, please notify Far-Sight Law Firm, Legal Counsel immediately by email at [reception@far-sight.ca](mailto:reception@far-sight.ca)*

*WITHOUT PREJUDICE: unless otherwise expressly stated all communications sent from this email are sent without prejudice and not to be used in the course of litigation, without proper waiver of the same.*

---

**From:** Mike Taylor [mailto:mtaylor@far-sight.ca]

**Sent:** Tuesday, July 22, 2025 6:44 PM

**To:** Ashwin Gupta <agupta@far-sight.ca>

**Subject:** Follow up

Mr. Gupta,

I have patiently waited almost two full weeks for an update from you.

Can you please advise on the status of my property and provide me with a timeline for it's prompt retrieval.

While this matter may not be top of mind for you Mr. Gupta, I will generously remind you that I am still without a mattress to sleep on.

I have a grand total of 2.5 sqf. atop a filing cabinet that currently doubles as both my dinner table and computer desk.

Your client has absolutely no legal grounds to withhold my property.

I want a definitive date to begin retrieving my property provided by the end of this week.

Otherwise, you can expect me to drop by your office for service of an application for immediate injunction,

Regards,

Mike



This is Exhibit "G" referred to in the

Affidavit of

Elaine McGee

Sworn before me this 23

Day of September, A.D. 2025

Ash Gupta

Commissioner for Oaths  
in and for the Province of Alberta

ASHWIN GUPTA  
BARRISTER & SOLICITOR



Court File

No.: T-171-25

## FEDERAL COURT OF CANADA

### Notice Of Civil Claim

Between:

Michael Taylor

Plaintiff

-and-

**His Majesty the King** (in the right of the province of Alberta) , (Attorney General of Canada) **Arif Virani**, (former Minister of Public Safety) **Dominic Leblanc**, ( Alberta Minister of Justice) **Mickey Amery**, (Alberta Deputy Premier & Minister of PSES ) **Mike Ellis**, (Minister of Service Alberta and Red Tape Reduction ) **Dale Nally**, **Alberta** (Workers Compensation Board) , **Royal Bank Of Canada** , **Business Development Bank of Canada** , **The City of Calgary** , **Enmax Power Corporation**, **Calgary Police Service** , **Municipal District of Foothills No. 31**, Gail Greenough , ParklandGeo Ltd. , Michael Staple, Digicom Technology Services Inc. , Cole Terras , Groundworks ( Doug Lacey Basement Authority ) , Ryan Seamans , Cochrane Landscape Supply Ltd. , James Connolly , Jen McMullin, Kevin Les , Tanya McKee, Joshua Staff , Christopher Bond, IB Jensen Masonry Ltd , Christopher Bartsch, Ryan Landine, Kristi Zychowa, Kathleen Mullally , Elaine McGee , Marion Skaja, Darlene Addun, Steven Kletke , Sean Strachan , ABC Corporation , ABC Corporation, John Doe , John Doe

Defendant

This is Exhibit "H" referred to in the

Affidavit of

Elaine McGee

Sworn before me this 23

Day of September, A.D. 2025

Ashwin Gupta

Commissioner for Oaths  
in and for the Province of Alberta

ASHWIN GUPTA  
BARRISTER & SOLICITOR

FEDERAL COURT

BETWEEN:

**MICHAEL TAYLOR**

Plaintiff

and

**His Majesty the King** (in the right of the province of Alberta), (Attorney General of Canada) **Arif Virani**, (former Minister of public safety) **Dominic Leblanc**, (Alberta Minister of Justice), **Mickey Amery**, (Alberta Deputy Premier & Minister of PSES) **Mike Ellis**, (Minister of service Alberta and Red Tape Reduction) **Dale Nally, Alberta** (Workers Compensation Board), **Royal Bank of Canada, Business Development Bank of Canada, The City of Calgary, Enmax Power Corporation, Calgary Police Service, Municipal District of Foothills No. 31**, Gail Greenough, ParklandGeo Ltd., Michael Staple, Digicom Technology Service Inc., Cole Terras, Groundworks (Doug Lacey Basement Authority), Ryan Seamans, Cochrane Landscape Supply Ltd., James Connolly, Jen McMullin, Kevin Les, Tanya Mckee, Joshua Stuff, Christopher Bond, IB Jensen Masonry Ltd, Christopher Bartsch, Ryan Landine, Kristi Zycholwa, Kathleen Mullally, Elaine McGee, Marion Skaja, Darlene Addun, Steven Kletke, Sean Strachan, ABC Corporation, John Doe, John Doe

Defendants

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**MOTION RECORD IN WRITING OF THE DEFENDANT ELAINE MCGEE FOR:  
STATEMENT OF CLAIM TO BE STRUCK, or alternatively, THE PLAINTIFF POST SECURITY FOR COSTS  
and ELAINE MCGEE GRANTED PERMISSION TO FILE AMENDED STATEMENT OF DEFENCE**

---

c/o: Francis Akinuoye, Barrister & Solicitor  
Francis Law  
Suite #204, 136 17<sup>th</sup> Avenue NE  
Calgary, AB T2E 1L6

Micheal Taylor, Plaintiff  
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Calgary, AB T3M 2L7

Phone: 1(587) 353-5535  
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Legal Counsel for Elaine McGee, Defendant

Phone: 1(368) 999-6370  
Email: [mike.jtaylor.403@gmail.com](mailto:mike.jtaylor.403@gmail.com)  
Plaintiff: Self-Represented

## FEDERAL COURT

BETWEEN:

**MICHAEL TAYLOR**

Plaintiff

and

**His Majesty the King** (in the right of the province of Alberta), (Attorney General of Canada) **Arif Virani**, (former Minister of public safety) **Dominic Leblanc**, (Alberta Minister of Justice), **Mickey Amery**, (Alberta Deputy Premier & Minister of PSES) **Mike Ellis**, (Minister of service Alberta and Red Tape Reduction) **Dale Nally, Alberta** (Workers Compensation Board), **Royal Bank of Canada, Business Development Bank of Canada, The City of Calgary, Enmax Power Corporation, Calgary Police Service, Municipal District of Foothills No. 31**, Gail Greenough, ParklandGeo Ltd., Michael Staple, Digicom Technology Service Inc., Cole Terras, Groundworks (Doug Lacey Basement Authority), Ryan Seamans, Cochrane Landscape Supply Ltd., James Connolly, Jen McMullin, Kevin Les, Tanya Mckee, Joshua Stuff, Christopher Bond, IB Jensen Masonry Ltd, Christopher Bartsch, Ryan Landine, Kristi Zycholwa, Kathleen Mullally, Elaine McGee, Marion Skaja, Darlene Addun, Steven Kletke, Sean Strachan, ABC Corporation, John Doe, John Doe

Defendants

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## MOTION RECORD: TABLE OF CONTENTS

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FEDERAL COURT

BETWEEN:

**MICHAEL TAYLOR**

Plaintiff

and

**His Majesty the King** (in the right of the province of Alberta), (Attorney General of Canada) **Arif Virani**, (former Minister of public safety) **Dominic Leblanc**, (Alberta Minister of Justice), **Mickey Amery**, (Alberta Deputy Premier & Minister of PSES) **Mike Ellis**, (Minister of service Alberta and Red Tape Reduction) **Dale Nally, Alberta** (Workers Compensation Board), **Royal Bank of Canada, Business Development Bank of Canada, The City of Calgary, Enmax Power Corporation, Calgary Police Service, Municipal District of Foothills No. 31**, Gail Greenough, ParklandGeo Ltd., Michael Staple, Digicom Technology Service Inc., Cole Terras, Groundworks (Doug Lacey Basement Authority), Ryan Seamans, Cochrane Landscape Supply Ltd., James Connolly, Jen McMullin, Kevin Les, Tanya Mckee, Joshua Stuff, Christopher Bond, IB Jensen Masonry Ltd, Christopher Bartsch, Ryan Landine, Kristi Zycholwa, Kathleen Mullally, Elaine McGee, Marion Skaja, Darlene Addun, Steven Kletke, Sean Strachan, ABC Corporation, John Doe, John Doe

Defendants

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**NOTICE OF MOTION**

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**TAKE NOTICE THAT** further to the Direction of the Honourable Associate Judge Coughlan, the Defendant, Elaine McGee (“Ms. McGee”) seeks to make this motion to Federal Court at a special sitting pursuant to Rule 35 of the *Federal Court Rules*, SOR/98-106.

**THE MOTION IS FOR AN ORDER to:**

1. An Order that the Statement of Claim be struck out in its entirety, without leave to amend; and
2. Court Costs pursuant to *Division 2, Schedule C of the Tariff of Recoverable Fees* per Items 1(1); 3(2) and 7(1) of the *Alberta Rules of Court* in the sum of: **\$3000** payable by the Plaintiff to Elaine McGee forthwith; and

3. Full Indemnity Costs for all reasonable legal fees and disbursements in the sum of **\$10,000** or pursuant to the Defendant's Solicitors updated Bill of Costs: alternatively
4. An Order granting Elaine McGee permission to file an Amended Statement of Defence; and
5. An Order granted Elaine McGee an extension of time to file an Affidavit in Support of her Motion for Security for Costs, or in the further alternative
6. An Order directing the Plaintiff to post Security for Costs pursuant to *Rule* 416 in such amount to be determined by this Court upon the advice of counsel; and
7. Such further and other relief as this Honourable Court may deem just and equitable in the circumstances.

**THE GROUNDS FOR THIS MOTION ARE:**

1. The Statement of Claim discloses no reasonable cause of action;
2. The Statement of Claim is frivolous and vexatious;
3. The Plaintiff is a nominal plaintiff and there is reason to believe that the Plaintiff would have insufficient assets in Canada available to pay the costs of the Defendants if ordered to do so;
4. The address provided by the Plaintiff in his Statement of Claim is same the address the Plaintiff was evicted from by the Order of the Honourable Applications Judge L.A. Smart granted December 18<sup>th</sup>, 2024, and the Plaintiff has not yet satisfied the Court that the misstatement was made innocently and without intention to deceive;
5. The Plaintiff has filed multiple proceedings in relation to this matter where the relief more likely then less likely being sought is similar to relief being sought here as follows
  - a. Paragraph 347 of the Statement of Claim advises the Plaintiff has filed another proceeding in the Court of King's Bench of Alberta on August 16, 2024, and
  - b. The Plaintiff launched an Appeal of his eviction from the premises owned by Ms. McGee in the Court of Kings Bench of Alberta on October 18<sup>th</sup>, 2024; and
6. Such further and other grounds as counsel may advise and this Honourable Court deem just and equitable.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used in support of this Motion:

7. Statement of Claim; and
8. Draft Orders to: *Strike, Post Security for Costs, Permission to File Amended Defence.*

**ALL OF WHICH IS RESPECTFULLY SUBMITTED**

Dated at the City of Calgary, in the Province of Alberta, this 3<sup>rd</sup> day of April 2025.



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Francis Akinuoye, BA, LLB, LLM  
Barrister & Solicitor, Francis Law  
Suite #204, 136 17<sup>th</sup> Avenue NE, Calgary, AB T2E 1L6  
Phone: 1(587)353-5535 Fax: 1(403) 398-0188  
Email: [Francis@Francislaw.ca](mailto:Francis@Francislaw.ca)  
Counsel for Defendant Elaine McGee

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**TO: Registrar of Federal Court**  
3<sup>rd</sup> Floor, 635 – 8<sup>th</sup> Avenue SW  
Calgary, AB T2P 3M3

**AND to: The Respondent**  
Micheal Taylor, Plaintiff, SRL  
522 Cranford Drive SE  
Calgary, AB T3M 2L7  
Email: [REDACTED]

**Registry No.: T-171-25**

**FEDERAL COURT**

BETWEEN:

**MICHAEL TAYLOR**

Plaintiff

and

**His Majesty the King** (in the right of the province of Alberta), (Attorney General of Canada) **Arif Virani**, (former Minister of public safety) **Dominic Leblanc**, (Alberta Minister of Justice), **Mickey Amery**, (Alberta Deputy Premier & Minister of PSES) **Mike Ellis**, (Minister of service Alberta and Red Tape Reduction) **Dale Nally, Alberta** (Workers Compensation Board), **Royal Bank of Canada, Business Development Bank of Canada, The City of Calgary, Enmax Power Corporation, Calgary Police Service, Municipal District of Foothills No. 31**, Gail Greenough, ParklandGeo Ltd., Michael Staple, Digicom Technology Service Inc., Cole Terras, Groundworks (Doug Lacey Basement Authority), Ryan Seamans, Cochrane Landscape Supply Ltd., James Connolly, Jen McMullin, Kevin Les, Tanya Mckee, Joshua Stuff, Christopher Bond, IB Jensen Masonry Ltd, Christopher Bartsch, Ryan Landine, Kristi Zycholwa, Kathleen Mullally, Elaine McGee, Marion Skaja, Darlene Addun, Steven Kletke, Sean Strachan, ABC Corporation, John Doe, John Doe

Defendants

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**MOTION RECORD: WRITTEN REPRESENTATIONS OF DEFENDANT, ELAINE MCGEE**

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**OVERVIEW**

1. The Defendant, Elaine McGee (the “*Landlord*” or “*Ms. McGee*”) brings this motion to strike the Statement of Claim (this “*Claim*”) as against her as a defendant in this action.
2. This Claim seeks (among others) the following remedies based on alleged tort breaches and breaches of the Canadian Charter of Rights and Freedoms (the “*Charter*”): *general damages*;

*compensatory damages; aggravated damages; exemplary damages; and full indemnity of the Plaintiff's legal expenses to the date of the judgment.*

3. However, we agree generally with the Attorney General of Canada (the "Attorney General"), that this *Claim* does not plead any material facts upon which it is possible to establish the *Landlord* owed a common law or statutory duty of care towards the Plaintiff and acted negligently towards the Plaintiff in breach of that duty, or that the Landlord infringed upon a guaranteed Charter right held by the Plaintiff, therefore *this Claim* is frivolous and vexatious.
  
4. Furthermore, this *Claim* also seeks an aggregate amount of damages in the approximate sum of **\$26,887,585.55** (the "*Aggregate Damages*"). But this *Claim* does not plead any material facts upon which it is possible to establish the *Aggregate Damages* sought by the Plaintiff are actual losses incurred by the Plaintiff; therefore, this *Claim* is frivolous and vexatious.

## **PART I – FACTS**

5. On **April 1, 2020**, the Plaintiff entered into a residential tenancy agreement (the “*Residential Tenancy*”) between the Plaintiff and the *Landlord*” so the Plaintiff could rent out certain property in Foothills County legally described as: **Plan 071 0854; Block 10; Lot 7** and municipally located at: **80043, 261 Avenue East in Foothills, Alberta, Canada** (the “*Premises*”).
6. The *Residential Tenancy* was a one-year fixed term tenancy agreement, which converted at the conclusion of one-year into a monthly periodic tenancy (the “*Residential Tenancy Lease Agreement*”) under Alberta’s *Residential Tenancies Act*, SA 2004, c R-17.1 (the “*Act*”).
7. Section 20 of the *Residential Tenancy Lease Agreement* provides:

*“The Tenant shall use the Premises for residential purposes only, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind or for any purpose other than as a private single-family dwelling with shared accommodation. The Tenant shall not allow the Premises to be used for any illegal or immoral purposes.”*

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8. Section 21 of the *Residential Tenancy Lease Agreement* provides:

*“The Tenants shall comply with all health, fire and other regulations and requirements of competent authorities.”*

9. On or about **October 12, 2023**, the *Landlord* formally became aware of the Plaintiff’s breach of sections 20 and 21 of the *Residential Tenancy Lease Agreement* when the Plaintiff failed or neglected to obtain a permit to carry on his business from the *Premises*. However, it was the Planning and Development Office at Foothills County who identified this breach of a Land Use Bylaw, which resulted in a breach by the Plaintiff of the *Residential Tenancy Lease Agreement* (the “*Breach of Contract*”).

10. The Plaintiff attempted to take steps to cure the *Breach of Contract*, which delayed the County's enforcement of the Bylaw in question, but the *Breach of Contract* remained uncured by the Plaintiff well into **2024** and eventually, on or about **August 22, 2024**, a "Stop Order" was issued by the Municipality of Foothills County and posted on the *Premises* and also served upon the *Landlord* via Registered Mail.
11. During that same period, on or about **August 1, 2024**, the Plaintiff had also committed a substantial breach of *Residential Tenancy Lease Agreement* by failing or neglecting to pay the rent owed to the *Landlord* by the due date which was also a breach of section 21 (a), (b), (c), (f) the *Act*.
12. So, the *Landlord* lawfully served the Plaintiff with a Notice to Terminate for Substantial Breach and applied for termination of the *Residential Tenancy* for unpaid rent on or about **August 15, 2025**.
13. On or about **September 11<sup>th</sup> and 18<sup>th</sup>, 2024** the two parties attended before the *Residential Tenancies Dispute Resolution Services* ("RTDRS") and an Unconditional Order was granted in favour of the *Landlord* terminating the *Residential Tenancy* between the Plaintiff and the *Landlord* (the "*2024 Termination Order*").
14. On **September 24<sup>th</sup>, 2024**, the *2024 Termination Order* was filed in the Court of King's Bench.
15. On **October 18<sup>th</sup>, 2024**, the Plaintiff filed an appeal of the *2024 Termination Order* in the Court of King's Bench and remained on the *Premises*.
16. On **November 6, 2024**, the Honourable Judge J. D. Martin of the Court of King's Bench upheld the *2024 Termination Order*.
17. On or about **November 14, 2024** a bailiff attended the *Premises* to enforce the *2024 Termination Order*, but the Plaintiff refused to vacate the *Premises*.
18. On **December 18<sup>th</sup>, 2024**, the Honourable Applications Judge L.A. Smart ordered the Plaintiff to deliver back to the *Landlord*, vacant possession of the *Premises* as the Plaintiff had not complied

with vacating the *Premises* in accordance with the *Termination Order* (the “*Judge Smart Order*”) that had been granted on November 6, 2024. The *Judge Smart Order* also included a police enforcement clause.

19. On **January 17, 2025**, the Plaintiff filed a lengthy claim in Federal Court against the *Landlord* and numerous other defendants including government actors.

20. At the time this *Claim* was filed on January 17, 2025, the Plaintiff listed the *Premises* as his address for Service.

21. On **January 24, 2025**, the Plaintiff was seen on security camera footage trespassing on the *Premises*.

22. From the date the *Breach of Contract* occurred, the Plaintiff has refused or neglected to comply with authority and if any equitable remedy is considered by this Court, it must be noted the Plaintiff does not come with “clean hands.”

## **PART II – ISSUES**

23. Does this *Claim* allege facts to suggest the *Landlord* owed the Plaintiff either a common law or statutory duty of care with respect to their landlord-tenant relationship?
24. Does this *Claim* allege facts to suggest that the *Landlord* breached either a common law duty or statutory duty of care owed towards the Plaintiff?
25. Does this *Claim* allege facts to suggest the *Landlord* infringed upon the Plaintiff's rights guaranteed under the Charter?
26. Should the *Landlord* even have been included in this Claim alleging Charter breaches when the *Landlord* is not a government actor?
27. Even if a valid infringement is found to have occurred, which is unlikely, is it justifiable under the law?
28. Should this Claim as against the *Landlord* be struck for alleging facts, which establishes no cause of action?
29. Should the Plaintiff be ordered to pay Costs into Court as security to enable the Defendants to enforce a judgment against the Plaintiff?

### **PART III – SUBMISSIONS**

#### **CAN NEGLIGENCE BE CLAIMED IN THE CIRCUMSTANCES?**

30. To establish a duty of care, the Plaintiff must show (1) the *Landlord* had a legal obligation to act with reasonable care toward the Plaintiff; (2) the *Landlord* failed to meet the required standard of care; (3) the harm alleged by the Plaintiff would not have occurred but for the actions of the *Landlord* and that harm was a foreseeable consequence of the conduct of the *Landlord*; and finally (4) that the Plaintiff must have suffered the actual losses that he is claiming.<sup>1</sup>

31. Additionally, in *Childs v. Desormeaux*, [2006] 1 SCR 643 at para 11 the Court said:

“In *Anns s. Merton London Borough Council*, [1978] A.C. 278 (H.L.) Lord Wilberforce proposed a two-part test for determining whether a duty of care arises. The first stage focuses on the relationship between the plaintiff and the defendant and asks whether it is close or “proximate” enough to give rise to a duty of care (p.742). The second stage asks whether there are countervailing policy considerations that negative the duty of care.<sup>2</sup>

Furthermore, a plaintiff bears the ultimate burden of establishing a valid cause of action, and hence a duty of care.<sup>3</sup> In *Donoghue v. Stevenson* Lord Atkins distinguished a difference between “a moral wrongdoing for which an offender must pay from acts or omissions which any moral code would censure (those) cannot in a practical world be treated so as to give a right to every person injured by them to demand relief.”<sup>4</sup>

32. However, this is what this Claim is about. The Plaintiff has experienced various acts or omissions, which he characterizes as moral wrongdoings that he believes demands relief. However, policy

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<sup>1</sup> *Case v. Pattison*, 2023 ONCA 529 at para 10

<sup>2</sup> *Childs v. Desormeaux*, [2006] 1 SCR 643 at para 11

<sup>3</sup> *Childs v. Desormeaux*, [2006] 1 SCR 643 at para 13

<sup>4</sup> *Childs v. Desormeaux*, [2006] 1 SCR 643 at para 13 citing *Donoghue v. Stevenson*, [1932] A.C. 532 (HL) at para 580

considerations do not offer the Plaintiff an existing duty of care to remedy the various moral wrongdoings that the Plaintiff believes are actionable.

#### THE COMMON LAW

33. The Plaintiff's common law tort claim(s) include the *Landlord* [see paragraphs: 2, 401, 402, 403, 404, 408, 444, and 445 Plaintiff's Statement of Fact].
34. The relationship between the Plaintiff and the *Landlord* (the "*Residential Tenancy Lease Agreement*") is governed under the law of private obligations, or (the law of contract). Contract law permits parties to enter into any obligation they wish as long as the terms of the contract do not breach public policy.
35. There is no causal connection or proximity between the Plaintiff's broad joint and several allegations of moral wrongdoing by the defendants and the *Landlord* to impose a common law duty or statutory duty based when a private contract that formed their relationship. Finding otherwise would create a novel duty of care.

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#### INVOKING THE CHARTER AGAINST A PRIVATE ACTOR

36. The Plaintiff is seeking a Charter remedy against the *Landlord*, but the *Landlord* a private individual.
37. The Charter does not create direct obligations for private individuals unless they are acting on behalf of the government.<sup>i</sup>
38. Therefore, the Plaintiff's Charter claims should have properly excluded the Defendants who were not organisms of the state.

39. Furthermore, *The Charter* only applies to the common law **only where** the *common law* is the basis for some governmental action, without justification under the law, which is alleged to have infringed a guaranteed right or freedom.<sup>5</sup>
40. However, in the case at bar, the government, in their actions involving the Plaintiff, lawfully relied on Section 4.2.1, Part 3, Section 7 of the Foothills Country Land Use Bylaw and Part 17 of the *Municipal Government Act*.
41. Unfortunately, the Plaintiff has framed his overall claim as joint and several claims that includes *Charter* breaches against each of the defendants named in this Claim.<sup>6</sup>
42. For example, the Plaintiff claimed that all the Defendants have acted *in concert* in the alleged wrongful acts against him, including intentional economic interference, tortious conversion, *Charter breaches* and criminal offences.<sup>7</sup>
43. However, any alleged *Charter* claim the Plaintiff may have against the government is properly a separate and distinct claim only against a state actor, not a private landlord.
44. It is our respectful submission that the Canadian Charter of Rights and Freedoms does not apply to the *Landlord* in these circumstances because the *Landlord* was exercising her right to evict the Plaintiff under a private agreement.
45. Although the County was involved, this was a private contract dispute between private individuals, which ousts the jurisdiction of the Charters direct application to government actions.<sup>8</sup>
46. Overall, not only is there an absence of a reasonable proximity between the Plaintiff and the *Landlord* to confer upon the *Landlord* additional duties based on a private contract, there also appears to be an absence of legal principles that would confer upon the *Landlord* additional duties from *Charter* right and their omission by the Landlord or by a government body acting in concert with

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<sup>5</sup> *RWDSU v. Dolphin Delivery Ltd.*, [1986] 2 S.C.R. 573 at para 34, 35 and 39

<sup>6</sup> Part 1, Plaintiff's Summary of Claim and paragraph 461 Plaintiff's Claim

<sup>7</sup> The Claim at paras 297-298, 375 emphasis added

<sup>8</sup> *RWDSU v. Dolphin Delivery Ltd.*, [1986] 2 S.C.R. 573 at para 33 and 39

the Landlord. Accordingly, any claims by the Plaintiff against *Ms. McGee* for negligence or breach of a Charter guarantee must fail.

#### APPLICATION TO STRIKE

##### **Striking a Claim**

47. The Relevant provision is Rule 222(1) of the Rules:<sup>9</sup>

##### **Motion to Strike**

221(1) On motion, the Court may, at any time, order that a pleading, or anything contained therein, be struck out, with or without leave to amend, on the ground that it is

- (a) discloses no reasonable cause of action or defense, as the case may be,
- (b) is immaterial or redundant,
- (c) is scandalous, frivolous or vexatious,
- (d) may prejudice or delay the fair trial of the action,
- (e) constitutes a departure from a previous pleading, or
- (f) is otherwise an abuse of the process of the Court,

and may order the action be dismissed or judgment entered accordingly.

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##### **No Reasonable cause of action, frivolous or vexatious– Rule 221(1)(a)(c)**

48. We agree with the written submissions of the Attorney General that in order to disclose a reasonable cause of action, a claim must: (1) allege facts which could establish a cause of action; (2) set out the nature of the action; and (3) specify the relief sought, which the action can produce and the Court has jurisdiction to grant.<sup>10</sup>

49. On a motion to strike a Statement of Claim for disclosing no reasonable cause of action or on the basis that is scandalous, frivolous or vexatious, the test to apply is whether it is plain and obvious on the facts pleaded that the action cannot succeed.<sup>11</sup>

50. In determining whether a cause of action exists, pleaded facts are deemed to be true, but not

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<sup>9</sup> *Federal Courts Rules, SOR/98-106*

<sup>10</sup> *Berube v. Canada, 2009 FC 43 at para 24.*

<sup>11</sup> *Hunt v. Carey Canada Inc, [1990] 2 SCR 959 at 980.*

assumptions.<sup>12</sup>

51. For example, The Plaintiff makes various speculative assumptions in this *Claim* that are unsupported by any alleged facts such as:

- a. “It was at this time that (“MT”) had belief and suspicion that he was now under surveillance for reasons related to this (“WCB”) claim and conflict with his employer” [at paragraph 8 of Plaintiff’s Statements of Fact].
- b. “During a call on October 20, 2023 (“CT”) became verbally abusive towards the plaintiff. It was clear that (“CT”) had been influenced by the (“GG”) or her co-conspirators” [at paragraph 100 of Plaintiff’s Statements of Fact].
- c. (“MT”) expressly stated to (“CPS”) officers that he believed (“DAA”) actions were a result of coercion, prosecutorial misconduct, and infringed on section 8 of the Charter” [at paragraph 363 of Plaintiff’s Statements of Fact].

52. We agree with the Attorney General that a statement of claim containing bare assertions, but no facts on which to base the assertions discloses no cause of action.<sup>13</sup>

53. A plaintiff must plead, in summary form but with sufficient detail, the constituent elements of each cause of action or legal ground raised. The pleadings must tell a defendant *who, when, where, how and what* gave rise to its liability.<sup>14</sup>

54. It is submitted that it is difficult to assess how the *Landlord* is remotely connected to the various allegations made by the Plaintiff in light of statements as:

- a. (“JM”) abusively harassed the plaintiff by demanding her request more than 12 times over the course of 15 minutes. (“MT”) ultimately caved into accepting one vodka seltzer to cease the relentless harassment. [at paragraph 62 of Plaintiff’s Statements of Fact].

55. JM is listed as a co-defendant along with Ms. McGee, yet there appears to be no legal nexus or causal connection between the Plaintiff’s allegations of joint and several liability against these two

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<sup>12</sup> *Operation Dismantle v. The Queen*, [1985] 1 SCR 441 at para 14.

<sup>13</sup> *Brazeau v. Canada (Attorney General)*, 2012 FC 648 at para 15.

<sup>14</sup> 72993263 v. *Canada Inc (Alexa Translations) v. Amazon.com, Inc*, 2025 FC 80 at para 46, citing *Mancuso v. Canada (National Health and Welfare)*, 2015 FCA 227 at paras 16-19.

co-defendants.

56. This *Claim* is hard to understand, incoherent and pleads many irrelevant facts and it is submitted this *Claim* pleads no material or relevant facts that could establish a cause of action against Ms. McGee.

#### **Scandalous, frivolous or vexatious allegations – Rule 221(1)(c)**

57. Rule 221(1)(c) also permits the Court to strike a Statement of Claim when it is *scandalous, frivolous or vexatious*. We agree with the Attorney General that the standard is met where the pleadings are so deficient in material facts that the defendant cannot know how to answer, and is thus unable to defend itself, and the Court is unable to regulate the proceedings.<sup>15</sup>

58. This *Claim* contains insufficient material facts to allow Ms. McGee to understand on what basis the Plaintiff seeks relief against her and is so deficient a defendant cannot know how to answer and defend herself.

59. This *Claim* includes the following as a fact but does not tell a defendant *who, when, where, how and what* gave rise to its liability:

- a. “The plaintiff has endured significant emotional suffering caused by the actions of the defendants. The plaintiff has suffered irreparable damage to his relationships, forever affecting his ability to trust due to the abhorrently deceitful tact of his persecutors” [at paragraph 460 of Plaintiff’s Statements of Fact].

#### **Abuse of the process of the Court - Rule 221(1)(g)**

60. It is submitted that a claim that fails to contain supported and non-speculative accusations amounts to an abuse of process.<sup>16</sup>

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<sup>15</sup> *Kakuev v. Canada, 2022 FC 1721 at para 17.*

<sup>16</sup> *Tomchin, supra at para 39.*

61. Given its significant weak underpinnings and many defects, it is submitted this *Claim* against Ms. McGee should be struck on the basis that it is an abuse of process.

**Leave to Amend Should not be Given**

62. We agree with the Attorney General that where defects in a statement of claim are not curable by amendment, the pleading should be struck without leave to amend.<sup>17</sup>

63. This *Claim* against Ms. McGee should be struck in its entirety without leave to amend.

**SECURITY FOR COSTS**

64. It is our submission that the Plaintiff is a nominal plaintiff and there is reason to believe that the Plaintiff would have insufficient assets in Canada available to pay the costs of the Defendants if ordered to do so.

65. The address provided by the Plaintiff when this Claim was filed in January 2025 is the address of the property owned by the Landlord, which the Honourable Judge L.A. Smart ordered the Plaintiff to vacate in December of 2024 and the Plaintiff has not advised this Court that the misstatement was made innocently and without intention to deceive.

66. The Bill of Costs for each Defendant will likely exceed the ability of the Plaintiff to pay.

67. The Plaintiff states in this *Claim* that he has filed another proceeding in the Court of King's Bench of Alberta on August 16, 2024, which, more likely than less likely, also seeks similar remedies in tort.<sup>18</sup>

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<sup>17</sup> *Simon v. Canada, 2011 FCA 6 at para 8.*

<sup>18</sup> *Plaintiff's Statements of Fact, paragraph 347*

68. The Plaintiff also launched an Appeal of his December 2024 eviction from the *Premises* in the Court of King's Bench of Alberta. That appeal process has not yet been exhausted. It is our respectful submission that this Claim in Federal Court is a collateral proceeding and is therefore improper.<sup>19</sup>

**Extension of Time for a Defence if necessary**

69. If the Plaintiff's Claim against *Ms. McGee* is not entirely struck, *Ms. McGee* requests an extension of 30 days from a decision on this motion to file a Statement of Defence if one has not already been submitted.

70. This Court has discretion to extend the time fixed by the Rules. The motion for an extension of time may be brought after the expiry of the period to be extended.<sup>20</sup>

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<sup>19</sup> *King's Bench Action No.: 2403-18471 Michael Taylor (Applicant) v. Elaine McGee (Respondent)*

<sup>20</sup> *Federal Courts Rules, Rule 8.*

#### **PART IV – ORDERS SOUGHT**

71. The Defendant, Elaine McGee seeks the following orders:

1. An Order that the Statement of Claim be struck out in its entirety, without leave to amend; and
2. Court Costs pursuant to *Division 2, Schedule C of the Tariff of Recoverable Fees* per Items 1(1); 3(2) and 7(1) of the *Alberta Rules of Court* in the sum of: **\$3000** payable by the Plaintiff to Elaine McGee forthwith; and
3. Full Indemnity Costs for all reasonable legal fees and disbursements in the sum of **\$10,000** or pursuant to the Defendant's Solicitors updated Bill of Costs: alternatively
4. An Order granting Elaine McGee permission to file an Amended Statement of Defence; and
5. An Order granted Elaine McGee an extension of time to file an Affidavit in Support of her Motion for Security for Costs, or in the further alternative
6. An Order directing the Plaintiff to post Security for Costs pursuant to *Rule 416* in such amount to be determined by this Court upon the advice of counsel; and
7. Such further and other relief as this Honourable Court may deem just and equitable in the circumstances.

