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Celebrating 40 Years of Justice
1984 to 2024

July 21, 2025

Equifax Canada Co.
1600-5700 Yonge St
Toronto, ON
Attn: Julia Szadkowski, General Counsel
julia.szadkowski@equifax.com

Dear Ms. Szadkowski,

RE: FinanceIt Canada Inc.

We write in response to your letter dated June 26, 2025.

We appreciate the information you provided on the difference between credit scores and credit ratings and your internal processes.

There is no confusion about our request or the reasons for it.

We have asked that you not accept reports from FinanceIt Canada Inc (“**FinanceIt**”) and VaultPay related to the home improvement loans that are the subject of the claims filed against both companies. Please note that our request extends to third parties who may report on behalf of FinanceIt or VaultPay, including Kingston Data and Credit.

In your response you state that you have been advised by FinanceIt that it offers a dispute resolution process for consumers who believe there is an issue with their loan. While a process may exist, we have been told by many of the putative class members that it is not being used to resolve their disputes.

Contrary to your statement, the [case webpage](#) clearly states that the claims have not yet been certified, and the Court will decide at a later date if they will proceed as class actions.

For your information, we attach the statements of claim issued by Financeit against some of the companies whose employees went door-to-door soliciting elderly and vulnerable individuals to enter into consumer and loan agreements with Financeit. In those claims, Financeit alleges that those companies engaged in "deceitful, unlawful and fraudulent conduct" particularized in paragraphs 61, 63 and 64 of the [statement of claim](#) in the class action. Despite these clear admissions, Financeit seeks to collect on these same impugned loan agreements, entered into in respect of these same impugned consumer transactions, as if they are completely legitimate

debts. Surely this should cause any reasonable and responsible company in Equifax's position to question reports from Financeit about the supposed delinquencies of putative class members to pay such loans, and should further cause it to question Financeit's impartiality in resolving credit disputes from these same individuals.

You will also note at paragraph 166 of the [statement of claim](#) in the class action that Financeit's reporting of alleged delinquencies and non-payment to credit agencies is alleged to be part of the conduct causing irreparable harm to the putative class. This harm is very real as we have heard from class members that they have had difficulty or been refused mortgage renewals as a result of their credit downgrades.

Your letter suggests that Financeit, the party that has a direct financial interest in collecting on these disputed loans, is the only arbiter of disputes from the consumers, and further suggests that Equifax has no duty to question reports from credit furnishers even when credible information calling the legitimacy of the underlying debt into question is brought to its attention.

We note that there is a [claims dispute process](#) on Equifax's website that allows individuals to dispute false or misleading information on their reports. This process, which is not mentioned in your letter, contradicts the impression your letter gives that Equifax has no ability or duty to challenge inaccurate, incomplete or misleading credit information provided to it by credit furnishers.

Please note that, while we will bring Equifax's claims dispute process to the attention of our putative class members, many are elderly and/or have diminished capacity (as Financeit itself states in paragraph 15(g) of its attached statement of claim against Provincial Smart Home Services). Thus, it is unreasonable, in our view, to ignore the facts which have been brought to your attention and insist that each individual submit a dispute to you through your process.

It remains our hope that, having received this additional information, Equifax will take the reasonable and responsible steps requested in our letter.

We believe our letter dated June 11, 2025 is accurate and informative. For completeness, we will post your response and this reply, as well as a short summary of all three letters on the case webpage, so that affected consumers have a clearer picture. We remain available to speak to you should you wish to better understand the dire situation faced by thousands of our punitive class members.

Regards,

A handwritten signature in black ink, appearing to read 'Bethanie Pascutto', with a stylized flourish at the end.

Bethanie Pascutto
Staff Litigation Lawyer



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

FINANCEIT CANADA INC.

Plaintiff

- and -

**JBR & ASSOCIATES INC., also known as JBR CONTRACTING,
JONATHAN LAJOIE also known as JONATHAN C LAJOIE**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

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

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

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

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

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

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

DATE _____

Issued by _____

Registrar

245 Windsor Avenue
Windsor ON, N9A 1J2

TO: JBR & ASSOCIATES INC. also known as JBR CONTRACTING
2305 River Mist RD,
Ottawa ON K2J 0T4

1998 Ashton Station Road,
Ashton, Ontario, K0A 1B0

AND TO: JONATHAN LAJOIE, also known as JONATHAN C LAJOIE
113 Escarpment Cres N,
KANATA, ON, K2T 0L8

1998 Ashton Station Road,
Ashton, Ontario, K0A 1B0

CLAIM

1. The Plaintiff claims against the Defendants jointly and severally:
 - a. General, consequential, aggravated and punitive damages in the amount of \$800,000.00;
 - b. Damages in the amount of all accrued and unpaid interest and fees in connection with the loan agreements, as defined below;
 - c. Damages in the amount of \$200,000.00 for breach of the General Dealer Agreement, as defined below;
 - d. The Defendants shall post security in the amount of \$800,000.00 in accordance with the General Dealer Agreement;
 - e. Pre-judgment and post-judgment interest pursuant to the provisions of the Courts of Justice Act, RSO 1990, c. C-43, as amended;
 - f. Costs of this claim on a full indemnity basis plus applicable HST and any disbursements; and
 - g. Such further and other relief as this Honourable Court may deem just and as counsel advises.

2. Financelt Canada Inc. ("**Financelt**") is a federally registered corporation. It is a digital lender that provides small to midsize loans to customers, primarily for their home improvement projects. Financelt operates from its headquarters at 8 Spadina Avenue, Suite #2400, Toronto, Ontario.

3. JBR & ASSOCIATES INC., also known as JBR CONTRACTING ("**JBR**"), is a duly registered Canadian Corporation with a business address located at 1998 Ashton Station Road, Ashton, Ontario, K0A 1B0, Canada, and at all material times was a Dealer as Defined with the General Dealers Agreement, and operates at 2305 RIVER MIST RD, OTTAWA ON K2J 0T4.

4. JONATHAN LAJOIE, also known as JONATHAN C LAJOIE, is the President and director of JBR & ASSOCIATES INC., also known as JBR CONTRACTING and acted as a Dealer pursuant to the General Dealer Agreement. They are an ordinary resident of Ontario with an address for service at 1998 Ashton Station Road, Ashton, Ontario, K0A 1B0, Canada, and, at all material times, was a Dealer as defined within the GDA.

5. Financelt enters into General Dealer Agreements ("**GDA**") with Dealers of home improvement services and goods (the "**Dealers**"). The purpose of the GDA is to permit Dealers to provide financing arrangements through Financelt to borrowers for work done by the Dealers.

6. Decisions regarding the extension of credit facilities through Financelt are wholly and entirely at its discretion. Financelt pleads that Dealers are not employees, agents,

servants, or assigns of Financelt and, as such, do not have the discretion to extend credit to customers on behalf of Financelt nor the authority to bind Financelt.

7. The GDA further obligates Dealers to conduct themselves professionally, refrain from misrepresentations, and comply with all applicable laws.

8. Financelt occasionally reviews customer feedback to determine whether to continue its relationship with Dealers.

9. Financelt does not review any standard forms relied on by the Dealers.

10. All borrower credit facilities offered by Financelt are between Financelt and its borrowers and are subject to adjudication and credit approval by Financelt.

11. Pursuant to the General Dealer Agreement, JBR provided representations and warranties to Financelt Canada Inc. in their operation and performance under the GDA.

12. JBR has contracted with numerous different borrowers for specific home improvement services that engage the *Consumer Protection Act*. As a result of those contracts the borrowers contract with Financelt and enter into separate loan agreements.

13. JBR's conduct during those contracts for services and subsequent loan agreements with the respective borrower and Financelt has interfered with Financelt's ability to enforce their loan agreements.

14. JBR's conduct and actions have breached those representations and warranties, including but not limited to the following:

- a. Failing to comply with applicable laws and regulations, including but not limited to consumer protection legislation;*
- b. Failing to fulfill all warranties with the customer provided by the Dealer;*
- c. Making representations that are inconsistent with applicable consumer protection legislation;*
- d. Failing to deliver and install goods to the customer in good working order, condition and repair;*
- e. Customers have asserted and or threatened with respect to the validity of the agreement between the customer and Dealer, which the Customer has asserted right of rescission, cancellation with Financeit;*
- f. Failure to ensure that the Customer has the capacity to enter into any Loan document and or agreements;*
- g. any deficiency in the Goods and/or Services, howsoever such deficiency is caused or may arise;*
- h. Failure to ensure that all of its directors, officers, employees, salespersons, subcontractors, agents and representatives comply with all applicable laws and terms of the General Dealer Agreement and that they are properly supervised, and you are personally responsible for such authorized and unauthorized acts of such persons;*
- i. A Customer may make a claim against Financeit and/or the Lender in connection with a Loan Agreement, or that a Customer may rescind a Loan Agreement or deny liability under the Loan Agreement, require that the Dealer provide security to Financeit, in the format and in the amount*

deemed acceptable by Financeit, to cover all such potential liability or loss, and the Dealer hereby agrees to provide such security.

15. JBR breached the GDA and engaged in deceptive, illegal consumer transactions. As a result, JBR is to completely indemnify and reimburse the Plaintiff for any and all damages, legal fees, costs, expenses and consequential damages resulting from their conduct.

16. Any and all damages suffered by Financeit are a result of acts, omissions, and/or conduct done by JBR. Such damages shall be jointly and severally liable against the sole shareholder and sole director, JONATHAN LAJOIE, also known as JONATHAN C LAJOIE.

17. JONATHAN LAJOIE, also known as JONATHAN C LAJOIE, was in complete control and domination of JBR, and it does not function independently of JONATHAN LAJOIE, also known as JONATHAN C LAJOIE. JBR is being used by JONATHAN LAJOIE, also known as JONATHAN C LAJOIE, as a means to shield themselves from responsibility for fraudulent and/or/illegal conduct, as pleaded. JONATHAN LAJOIE, also known as JONATHAN C LAJOIE, is considered a Dealer under the GDA and jointly and severally responsible for conduct committed by JBR.

18. JONATHAN LAJOIE, also known as JONATHAN C LAJOIE, through the operation of JBR, knowingly committed unfair business practices that are illegal pursuant to the *Consumer Protection Act*. JBR is to be held jointly and severally liable for their conduct pursuant to Section 18 (12) of the *Consumer Protection Act*, and Financeit seeks any and

all contribution and indemnity from any and all claims that may be brought as a result and conduct of JBR, JONATHAN LAJOIE also known as JONATHAN C LAJOIE.

19. The Defendants' conduct shall survive any potential bankruptcy proceeding and or discharge from bankruptcy as a result of the false pretences and or fraudulent misrepresentation and pursuant to section 178(1) of the *Bankruptcy and Insolvency Act* (R.S.C., 1985, c. B-3).

20. Conduct committed by the Defendants was deliberate, deceitful, unconscionable and deserving of sanctions by this honourable court. Punitive and or aggravated damages are warranted to admonish and punish the Defendants jointly and severally for their egregious behaviour.

21. The Plaintiff relies on the *Courts of Justice Act*, R.S.O. 1990, c. C.43, Consumer Protection Act, 2002, SO, 2002, c.30, and *Bankruptcy and Insolvency Act* (R.S.C., 1985, c. B-3).

22. The Plaintiff proposes that this action be tried in the City of Windsor.

LEGAL FOCUS LLP
1357 Ottawa Street
Windsor, ON N8X 2E9
ERIC FLORJANCIC
LSO No.: 71791B
Tel: 226-674-1120
Email: eric@legalfocus.ca

Court File No.:

FINANCEIT CANADA INC.

Plaintiff

and

**JBR & ASSOCIATES INC., also known as
JBR Contracting et al.**

Defendants

	ONTARIO SUPERIOR COURT OF JUSTICE (Proceeding commenced in Windsor)
	STATEMENT OF CLAIM
	LEGAL FOCUS LLP 1357 Ottawa St. Windsor, ON N8X 2E9 Tel: (226) 674-1120 Fax: (226) 674-1121 ERIC FLORJANCIC LSO No.: 71791B Email: eric@legalfocus.ca Lawyers for the Plaintiff



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

FINANCEIT CANADA INC.

Plaintiff

- and -

VM INSTALLATIONS CORP., and VICTOR MARKOV

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

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

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DATE _____

Issued by _____
Registrar

Address of court office:
245 Windsor Avenue
Windsor ON, N9A 1J2

TO: VM INSTALLATIONS CORP.
253 Glenwoods Ave, Keswick,
ON, L4P2W9

AND TO: VICTOR MARKOV
253 Glenwoods Ave, Keswick,
ON, L4P2W9

CLAIM

1. The Plaintiff claims against the Defendants jointly and severally:
 - a. General, consequential, aggravated and punitive damages in the amount of \$400,000.00;
 - b. Damages in the amount of all accrued and unpaid interest and fees in connection with the loan agreements, as defined below;
 - c. Damages in the amount of \$200,000.00 for breach of the General Dealer Agreement, as defined below;
 - d. The Defendants shall post security in the amount of \$400,000.00 in accordance with the General Dealer Agreement;
 - e. Pre-judgment and post-judgment interest pursuant to the provisions of the Courts of Justice Act, RSO 1990, c. C-43, as amended;
 - f. Costs of this Defendant's Claim on a full indemnity basis plus applicable HST and any disbursements; and
 - g. Such further and other relief as this Honourable Court may deem just and as counsel advises.

2. Financelt Canada Inc. ("**Financelt**") is a federally registered corporation. Financelt is a digital lender that provides small to midsize loans to customers, primarily for their home improvement projects. It operates from its headquarters at 8 Spadina Avenue, Suite #2400, Toronto, Ontario.

3. VM INSTALLATIONS CORP. ("**VM**") is a duly registered Canadian Corporation with a business address located at 236 Wildcat Road, Toronto, Ontario, M3J 2N5, Canada, and at all material times was a Dealer as Defined with the General Dealers Agreement, and operates at 236 Wildcat Rd, North York, ON M3J 2N5.

4. VICTOR MARKOV is the President and director of VM INSTALLATIONS CORP., and acted as a Dealer pursuant to the General Dealer Agreement. They are an ordinary resident of Ontario with an address for service at 253 Glenwoods Ave, Keswick, and at all material times, was a Dealer as defined within the GDA.

5. Financelt enters into General Dealer Agreements ("**GDA**") with Dealers of home improvement services and goods (the "**Dealers**"). The purpose of the GDA is to permit Dealers to provide financing arrangements through Financelt to borrowers for work done by the Dealers.

6. Decisions regarding extending credit facilities through Financelt are wholly and entirely at its discretion. Financelt pleads that Dealers are not employees, agents, servants, or assigns of Financelt and, as such, do not have the discretion to extend credit to customers on behalf of Financelt nor the authority to bind Financelt.

7. The GDA further obligates Dealers to conduct themselves professionally, refrain from misrepresentations, and comply with all applicable laws.
8. Financelt occasionally reviews customer feedback to determine whether to continue its relationship with Dealers.
9. Financelt does not review any standard forms relied on by the Dealers.
10. All borrower credit facilities offered by Financelt are between Financelt and its borrowers and are subject to adjudication and credit approval by Financelt.
11. Pursuant to the General Dealer Agreement, VM provided representations and warranties to Financelt Canada Inc. in their operation and performance under the GDA.
12. VM has contracted with numerous different borrowers for specific home improvement services that engage the *Consumer Protection Act*. As a result of those contracts, the borrowers contract with Financelt and enter into separate loan agreements.
13. VM's conduct during those contracts for services and subsequent loan agreements with the respective borrower and Financelt has interfered with Financelt's ability to enforce their loan agreements.
14. VM's conduct and actions have breached those representations and warranties, including but not limited to the following:

- a. Failing to comply with applicable laws and regulations, including but not limited to consumer protection legislation;*
- b. Failing to fulfill all warranties with the customer provided by the Dealer;*
- c. Making representations that are inconsistent with applicable consumer protection legislation;*
- d. Failing to deliver and install goods to the customer in good working order, condition and repair;*
- e. Customers have asserted and or threatened with respect to the validity of the agreement between the customer and Dealer, which the Customer has asserted right of rescission, cancellation with FinanceIt;*
- f. Failure to ensure that the Customer has the capacity to enter into any Loan document and or agreements;*
- g. Failure to ensure that all of its directors, officers, employees, salespersons, subcontractors, agents and representatives comply with all applicable laws and terms of the General Dealer Agreement and they are adequately supervised, and you are personally responsible for such authorized and unauthorized acts of such persons;*
- h. Creating fake and false emails for the creation of forged and artificial contracts for loans;*

15. VM breached the GDA and engaged in deceptive, illegal consumer transactions. As a result, VM is to completely indemnify and reimburse the Plaintiff for any and all damages, legal fees, costs, expenses and consequential damages as a result of their conduct.

16. Any and all damages suffered by Financelt are a result of acts and or omissions and or conduct done by VM. Such damages shall be jointly and severally liable against the sole shareholder and sole director, VICTOR MARKOV.

17. Victor Markov was in complete control and domination of VM, and it does not function independently of Victor Markov. VM is being used by Victor Markov as a means to shield themselves from responsibility for fraudulent and or/illegal conduct, as pleaded. Victor Markov is considered as Dealers under the GDA and jointly and severally responsible for conduct committed by VM.

18. Victor Markov, through the operation of VM, knowingly committed unfair business practices that are illegal pursuant to the *Consumer Protection Act*. VM is to be held jointly and severally liable for their conduct pursuant to Section 18 (12) of the *Consumer Protection Act*, and Financelt seeks any and all contribution and indemnity from any and all claims that may be brought as a result and conduct of VM, Victor Markov.

19. The Defendants' conduct shall survive any potential bankruptcy proceeding and or discharge from bankruptcy as a result of the false pretences and or fraudulent

misrepresentation and pursuant to section 178(1) of the *Bankruptcy and Insolvency Act* (R.S.C., 1985, c. B-3).

20. Conduct committed by the Defendants was deliberate, deceitful, unconscionable and deserving of sanctions by this honourable court. Punitive and or aggravated damages are warranted to admonish and punish the Defendants jointly and severally for their egregious behaviour.

21. The Plaintiff relies on the *Courts of Justice Act*, R.S.O. 1990, c. C.43, Consumer Protection Act, 2002, SO, 2002, c.30, and *Bankruptcy and Insolvency Act* (R.S.C., 1985, c. B-3).

22. The Plaintiff proposes that this action be tried in the City of Windsor.

LEGAL FOCUS LLP
1357 Ottawa Street
Windsor, ON N8X 2E9
ERIC FLORJANCIC
LSO No.: 71791B
Tel: 226-674-1120
Email: eric@legalfocus.ca

Court File No.: CV-

VM INSTALLATIONS CORP., and VICTOR MARKOV

FINANCEIT CANADA INC.

and

Plaintiff **Defendants**

	ONTARIO SUPERIOR COURT OF JUSTICE (Proceeding commenced Windsor)
	STATEMENT OF CLAIM
	LEGAL FOCUS LLP 1357 Ottawa St. Windsor, ON N8X 2E9 Tel: (226) 674-1120 Fax: (226) 674-1121 ERIC FLORJANCIC LSO No.: 71791B Email: eric@legalfocus.ca Lawyers for the Plaintiff



B E T W E E N:

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Court File No.

FINANCEIT CANADA INC.

Plaintiffs

- and -

**12159856 CANADA INC., also known as ASAP RENOVATIONS,
ROBERT MANN and GEORGE DONALD**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

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

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DATE _____

Issued by _____

Registrar

Address of court office:
245 Windsor Avenue
Windsor ON, N9A 1J2

TO: **12159856 CANADA INC., also known as ASAP RENOVATIONS**
257 Consumers Rd, 1404
Toronto, ON M2J 1R3

AND TO: **Robert Mann**
1126 Ambercrest Street
Gloucester, ON K1J 1A9

AND TO: **George Donald**
148 Empress Avenue,
Toronto ON M2N 3T6,
Canada

CLAIM

1. The Plaintiff claims against the Defendants jointly and severally:
 - a. General, consequential, aggravated and punitive damages in the amount of \$750,000.00;
 - b. Damages in the amount of all accrued and unpaid interest and fees in connection with the loan agreements, as defined below;
 - c. Damages in the amount of \$200,000.00 for breach of the General Dealer Agreement, as defined below;
 - d. The Defendants shall post security in the amount of \$750,000.00 in accordance with the General Dealer Agreement;
 - e. Pre-judgment and post-judgment interest pursuant to the provisions of the Courts of Justice Act, RSO 1990, c. C-43, as amended;
 - f. Costs of this Defendant's Claim on a full indemnity basis plus applicable HST and any disbursements; and
 - g. Such further and other relief as this Honourable Court may deem just and as counsel advises.

2. Financelt Canada Inc. ("**Financelt**") is a federally registered corporation. Financelt is a digital lender that provides small to midsize loans to customers, primarily for their home improvement projects. It operates from its headquarters at 8 Spadina Avenue, Suite #2400, Toronto, Ontario.

3. 12159856 CANADA INC., also known as ASAP RENOVATIONS ("**ASAP**"), is a duly registered Canadian Corporation with a business address located at 257 Consumers Rd, 1404, Toronto, Ontario, M2J 1R3, Canada, and at all material times was a Dealer as Defined with the General Dealers Agreement, and operates at 5700 Yonge St Unit 100, Toronto, Ontario, M2N 5M9.

4. Robert Mann is the President and director of 12159856 CANADA INC., also known as ASAP RENOVATIONS, and acted as a Dealer pursuant to the General Dealer Agreement. They are an ordinary resident of Ontario with an address for service at 1126 Ambercrest St, Ottawa, ON, K1J 1A9 and, at all material times, was a Dealer as defined within the GDA.

5. George Donald is a director of 12159856 CANADA INC., also known as ASAP RENOVATIONS, and acted as a Dealer pursuant to the General Dealer Agreement. They are an ordinary resident of Ontario with an address for service at 148 Empress Avenue, Toronto ON M2N 3T6, Canada and, at all material times, was a Dealer as defined within the GDA.

6. Financelt enters into General Dealer Agreements (“**GDA**”) with Dealers of home improvement services and goods (the “**Dealers**”). The purpose of the GDA is to permit Dealers to provide financing arrangements through Financelt to borrowers for work done by the Dealers.

7. Decisions regarding the extension of credit facilities through Financelt are wholly and entirely at its discretion. Financelt pleads that Dealers are not employees, agents, servants, or assigns of Financelt and, as such, do not have the discretion to extend credit to customers on behalf of Financelt nor the authority to bind Financelt.

8. The GDA further obligates Dealers to conduct themselves professionally, refrain from misrepresentations, and comply with all applicable laws.

9. Financelt occasionally reviews customer feedback to determine whether to continue its relationship with Dealers.

10. Financelt does not review any standard forms relied on by the Dealers.

11. All borrower credit facilities offered by Financelt are between Financelt and its borrowers and are subject to adjudication and credit approval by Financelt.

12. Pursuant to the General Dealer Agreement, ASAP provided representations and warranties to Financelt Canada Inc. in their operation and performance under the GDA.

13. ASAP has contracted with numerous different borrowers for specific home improvement services that engage the *Consumer Protection Act*. As a result of those contracts the borrowers contract with Financelt and enter into separate loan agreements.

14. ASAP's conduct during those contracts for services and subsequent loan agreements with the respective borrower and Financelt has interfered with Financelt's ability to enforce their loan agreements.

15. ASAP conduct and actions have breached those representations and warranties, including but not limited to the following:

a. offered agreements, commitments or understandings between you and the customer that impacted our loan agreement with each customer;

b. failed to deliver and or install the products in good working order;

c. acted in violation of the Consumer Protection Act;

d. committed fraud and or induced customers with fraud;

e. induced customers who lacked mental capacity into agreements which, if found to be true, are unenforceable;

f. forged or signed on behalf of a customer without their consent or knowledge;

g. committed identity fraud on behalf of customers or borrowers;

16. ASAP breached the GDA and engaged in deceptive, illegal consumer transactions. As a result, ASAP is to completely indemnify and reimburse the Plaintiff for any and all damages, legal fees, costs, expenses and consequential damages as a result of their conduct.

17. Any and all damages suffered by Financelt are a result of acts and or omissions and or conduct done by ASAP. Such damages shall be jointly and severally liable against the sole shareholder and sole director, Robert Mann.

18. Robert Mann and George Donald were in complete control and domination of ASAP, and it does not function independently of Robert Mann and or George Donald. ASAP is being used by Robert Mann and or George Donald as a means to shield themselves from responsibility for fraudulent and or/illegal conduct, as pleaded. Robert Mann and George Donald are considered as Dealers under the GDA and jointly and severally responsible for conduct committed by ASAP.

19. Robert Mann and George Donald, through the operation of ASAP, knowingly committed unfair business practices that are illegal pursuant to the *Consumer Protection Act*. ASAP is to be held jointly and severally liable for their conduct pursuant to Section 18 (12) of the *Consumer Protection Act*, and Financelt seeks any and all contribution and indemnity from any and all claims that may be brought as a result and conduct of ASAP, Robert Mann and George Donald.

20. The Defendants conduct shall survive any potential bankruptcy proceeding and or discharge from bankruptcy as a result of the false pretences and or fraudulent misrepresentation and pursuant to section 178(1) of the *Bankruptcy and Insolvency Act* (R.S.C., 1985, c. B-3).

21. Conduct committed by the Defendants was deliberate, deceitful, unconscionable and deserving of sanctions by this honourable court. Punitive and or aggravated damages are warranted to admonish and punish the Defendants jointly and severally for their egregious behaviour.

22. The Plaintiff relies on the *Courts of Justice Act*, R.S.O. 1990, c. C.43, Consumer Protection Act, 2002, SO, 2002, c.30, and *Bankruptcy and Insolvency Act* (R.S.C., 1985, c. B-3).

23. The Plaintiff proposes that this action be tried in the City of Windsor.

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Court File No.: CV-

FINANCEIT CANADA INC.

and

**12159856 CANADA INC., ALSO KNOWN AS
ASAP RENOVATIONS, ROBERT
MANN and GEORGE DONALD**

Plaintiff

Defendants

	ONTARIO SUPERIOR COURT OF JUSTICE (Proceeding commenced Windsor)
	STATEMENT OF CLAIM
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