

Superior Court of Justice, Family Court

(Name of court)

Court File Number

FC-24-124**Form 17A:
Case Conference Brief –
General**at **29 Second St. W., Cornwall, Ontario K6J 1G3**

Court office address

Name of party filing this brief**Justin Skyler Zanth****Date of case conference****Applicant(s)**

Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

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Name & address of Children's Lawyer's agent (street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any)) and name of person represented.

PART 1: FAMILY FACTS

1. **APPLICANT:** Age: 32 Birthdate: (d, m, y) 03/21/1992
2. **RESPONDENT:** Age: 35 Birthdate: (d, m, y) 06/15/1988
3. **RELATIONSHIP DATES:**
 - ☐ Married on (date) _____
 - ☐ Separated on (date) april 6 2024
 - ☐ Started living together on (date) 12/01/2016
 - ☐ Never lived together
 - ☐ Other (Explain.) _____
4. The basic information about the child(ren) is as follows:

Child's full legal name	Age	Birthdate (d, m, y)	Grade/Year and school	Now living with

PART 2: ISSUES

5. What are the issues in this case that **HAVE** been settled:

- | | | |
|---|--|--|
| <input type="checkbox"/> decision-making responsibility | <input type="checkbox"/> spousal support | <input type="checkbox"/> possession of home |
| <input type="checkbox"/> parenting time | <input type="checkbox"/> child support | <input type="checkbox"/> ownership of property |
| <input type="checkbox"/> contact | <input type="checkbox"/> restraining order | <input type="checkbox"/> equalization of net family property |
| <input type="checkbox"/> other (Specify) | | |

6. What are the issues in this case that have **NOT** yet been settled:

- | | | |
|---|--|---|
| <input type="checkbox"/> decision-making responsibility | <input type="checkbox"/> spousal support | <input type="checkbox"/> possession of home |
| <input type="checkbox"/> parenting time | <input type="checkbox"/> child support | <input checked="" type="checkbox"/> ownership of property |
| <input type="checkbox"/> contact | <input type="checkbox"/> restraining order | <input checked="" type="checkbox"/> equalization of net family property |

Oliver, debt incurred during relationship, replacement cost of items taken before an agreement was made, restraining order, restitution of lost wages, restitution of lost wages due to abusive events, staying in home till sold, refinancing remainder that was supposed to go to skyler, cost to repair damaged credit, loans in arrears to be brought up to date, private prosecution

☐ other (Specify)

7. If child or spousal support is an issue, give the income of the parties:

Applicant: \$ per year for the year 20

Respondent: \$ per year for the year 20

8. Have you explored any ways to settle the issues that are still in dispute in this case?

☐ No. ☒ Yes. (Give details.)

I have tried on numerous occasions to settle this fairly, privately. Natasha has been uncooperative in several ways for example of all the offers I have sent, about 19 so far formal and informal, she has only responded to two of them and ignored the others. Natasha on the other hand only sent one willingly, the second one she sent she had to be persuaded by her lawyer as it was a more fair offer than the first, but still not yet a fair offer.

9. Have any of the issues that have been settled been turned into a court order or a written agreement?

☒ No.

Yes. ☐ an order dated

☐ a written agreement that is attached.

10. Have the parents attended a family law or parenting education session?

☐ No. (Should they attend one?)

☐ Yes. (Give details.)

PART 3: ISSUES FOR THIS CASE CONFERENCE

11. What are the issues for this case conference? What are the important facts for this case conference?

Order of action

I would ask the court to order Natasha to get all documents that she has submitted thus far to be sworn with a notary instead of just her lawyer, due to the amount of false statements made and continue this for any document she submits moving forward. I feel that because Natasha has obtained a lawyer she feels that she can get away with committing acts of perjury she wouldn't otherwise try to commit. This would bring to light the truth of the matter without having to dig too deep into the evidence and waste everyone's time. This is not too much to ask because I've had to do this for everything I have submitted, if she does comply and submits the same paperwork, I have evidence to almost everything she has stated to be false.

Strike of pleading - Restraining order

The applicant does not fear me, or fear being around me. I have never abused/harassed the applicant in any way, mental or physical. This false claim is a calculated maneuver to damage my reputation, credibility, and livelihood. To prove this false, I would like to submit a police report as evidence. At this time I still have not received the police report that I requested through the information of freedom act, but I'm sure it can be produced quickly at the hearing. The event took place on May 8th and I was provided the report number E240569999.

I had called the authorities on the applicant because she vacated the premises more than 30 days prior, and I did not know what to do as she was there taking items from the property. I had called the authorities for guidance but because of the matter at hand they immediately dispatched officers to the scene. Once they arrived we were both questioned. During my questioning I had informed the officer what was happening and what can be done in this situation. The officer told me that since her name is on the title, they can't remove her even if she hasn't lived there for more than 30 days.

At this time I had also asked about making a report on a stolen item that went missing, because I did not have video proof of the act, I couldn't submit a report. Even though Natasha has a history of theft. I also inquired about bringing charges of mental abuse forward and to have a restraining order on Natasha, the officer responded with, "We are not equipped to deal with such matters". The officer was supposed to have someone reach out to me about this, but never got any correspondence.

After I was questioned, the officer asked if she feared for her safety with me, she responded that she did not and that she does not fear me in any way. And that she would remain on the premises to continue packing and removing things after the police officers had left. On the contrary Natasha has mentally abused me for years, seeking me out to instigate fights where she blames, shames, criticizes me and more for various reasons but the subject matter never mattered even if it was contradictory to the subject matter from a previous interaction. Even during our separation these events took place regularly.

For example I was home sick with food poisoning, I was on the couch watching tv in the living room, where she had no belongings left to take and in a part of the house that was far from anything she planned to take. Obviously I was not in the condition to start something, but she entered the living room and instigated a fight. I have an audio recording of the event that I'm more than happy to share, during this audio recording I also asked for her to clarify and give me events that took place where I had harassed and/or abused her, she could not come up with such an event.

Later in the document she claims I harassed her by email, we discussed this during that audio recording and she did not call it harassment. She called it scattered emails, which I will go into later. I was unaware of the abuse she did against me till after our relationship and discussed it with a friend because during our relationship Natasha asked me not to talk to anyone regarding our relationship, good or bad, because she wasn't. Out of respect and love I complied.

Being a man I was never taught how to recognize these events, and just took everything on the chin. There were nights where my mental state couldn't handle these events to the point I would beg her not to start, or if my mental state deteriorated to the point I couldn't take it any longer I would beg her to stop. Typically she wouldn't but for example one night I begged her not to start and she just stared at me for several minutes not talking, turned quickly and ran around the entire house and came back to me telling me everything I had done wrong and threatened that it needed to be taken care of before I went to bed.

If she fears for her safety so much to request this of the court, then why did she come to the residence after

separating almost daily to pack and remove things from the property once we separated?

She threatened to change the locks, so I asked for a leave of absence(2 weeks into our separation) from work to deal with the separation. So at this time I was home every day, and she still came over every day. Most days she was here she instigated fights and we can prove she was here by the gps data on her phone as she has a up to date modern Iphone that records every where you go in order to provide you services.

To further prove this to be an unneeded request, the first night of our separation I called the authorities on Natashaia because she took my dog Oliver. The authorities came, there was no evidence that I was abusing her and they happily left to go to their next call.

The same thing happened during the call I talked about earlier.

I will also submit a photo, where Natashaia had driven her lawn mower from an unknown place of origin to the house. She had no way of escaping if I had become aggressive or abusive because she had no vehicle there. This is not the type of behaviour of someone in fear. This event took place Friday June 14th of this year. It shows her on the property by the driveway where her vehicle is not seen. I also witnessed the applicant driving down the road on her lawn mower once she was done.

In regards to the scattered emails, I'm mentally disabled with ADHD(registered with the federal government) and autism. The applicant has been aware of this since we started dating 8 or 9 years ago. In an effort not to forget any matter or detail in regards to this case, as soon as something important came up, I would email her or her counsel. Natashaia is used to this type of behaviour because we both worked on making my memory better. This claim is weaponizing my disability against me in order to strengthen her claims against me.

Natashia works in the medical industry, and has received training to deal with patients, even ones with disabilities. Instead of using this training to help our situation, she used it to help abuse me for the last 3 years of our relationship. I say 3 years because I cannot remember events like this taking place before that time.

I will submit all correspondence from the month of may to prove this, as I already included it in my answer. You will notice every email had a reason and I was not looking to instigate anything with Natashaia. The last mail I sent that month to her was in regards to finding a solution for our separation. Once she learned that I was looking for a fair solution, she stopped responding. 9 days before that, I inquired about an account with a lien on the home that went into arrears. 2 days prior to that, I had another notice about the account in arrears and sent it to her. May 22nd I asked if she stopped making payments on the car, and asked which company it was with. 3 days prior to that, I emailed about a possible offer we were talking about in person when she came by the house. During the month of may I reached out to her 12 times, by email. I do not have a phone so I cannot text or call her. I do not know where she is currently residing so I cannot just show up at her residence.

As you can see, I have not harassed or abused her in any way, even in the eyes of the police officers that had come by. If more evidence is needed, I can submit it.

Strike of pleading - Order of removal from premises

The applicant claims to exclusive ownership of the home, this is false. I will explain in 3 different ways as to how this is false. 1) At the time of signing, I was not in the right state of mind. I was still attempting to recover mentally from my recent medical diagnosis. I was depressed, distraught, experiencing severe anxiety, and had attempted suicide multiple times. On the day of signing, my mental state was particularly poor. During the session, I was not fully present; I sat out most of it while the lawyer explained everything to Natashaia. I only joined the session briefly to sign the documents and requested a quick explanation. I was told that we were putting the house in her name to satisfy the bank's requirements, and that in the event of a separation, the house would remain jointly owned. I have now discovered this was not the case. Natashaia was aware of my mental state at the time, as she had previously advised me to take time off work to address my issues. Despite my concerns about our financial situation, she convinced me that we could afford it. To avoid straining our relationship, I compartmentalized my struggles. If Natashaia disputes my mental health condition at that time, I can obtain a written statement from my doctor. From my years in sales, I know that a contract is not valid if the signer is not in the right state, of mind, such as being intoxicated or under duress. This scenario meets those requirements, making the contract invalid if it states anything other than a 50/50 financial split of our family home, as it was before the contract.

2): In the event the court does not accept my mental state at the time of signing, I must clarify my intentions. When we refinanced the home, it was to pay off debt and improve our lives. It was not clearly explained to me, and I never intended to completely sign over my financial share of the home to Natashaia. Given the frequency of failed relationships, doing so would be financially irresponsible. We had previously refinanced the home without issues

(see First Refinancing Contract from answer), and there were no problems when we initially bought the house (see Original Purchase Agreement For Ashburn Rd from answer). At that time, I completely trusted Natasha. I don't know if she had been planning this all along or is now taking advantage of the situation. I do know she was planning the separation for some time based on her actions leading up to it. She began removing items from the property before her vacation, cleaned out our joint checking account, and served me a notice of no trespass immediately upon her return. It took me two and a half weeks to contact legal aid, only to find out I didn't qualify. Drafting the notice must have taken her lawyer some time. Given the circumstances, legally a resulting trust would be in effect. The contract was explained to me as being required by the bank, and no money was transferred to me. Further proof of this can be shown through the fact that we tried to refinance prior without success multiple times and each time tried to include me on the title, I will submit proof of one of the times as evidence. Natasha is attempting to take advantage of a situation of unjust enrichment (see Second Refinancing Contract to prove no money was transferred). With accordance to the law, the only fair settlement is for Natasha to return 50% of the financial value of the home to me once it is sold. As she was only to hold it for me to appease the bank's requirements. If needed I do have a large pdf with various supporting documents.

3) When my wages started to get garnished, due to the refinancing, we had to prove that I did not receive any funds from the refinancing. Natasha forwarded me a ledger to support this. In that email exchange Natasha explains to the refinance company why we are refinancing. That we were only refinancing to better our financial situation and that's it. She also refused, without my knowing, legal counsel for me as we were not separating. This was to only appease the requirements set forth from the bank because it was the bank's idea to have me off of the title, not Natashias. From these events it proves our intentions at the time, that the house was still both ours and not just hers and we would still both live there since we were still planning to get married, once our financial situation improved, and in the event of a separation, we would both get 50% of the sale of the house proceeds. Again a resulting trust is in place. Not only that but in the refinance contract Natasha signed off on, it states that I'm her spouse. Along with that there are a number of other questionable irregularities with the contract.

I will mention this here, as it shows her support of her claims, to be false.

- The first initial cheque to purchase the home was in my name, from my account, I have supporting evidence.
- I can also produce supporting evidence that I was the one who did all of the work to purchase the home, as every receipt/email was in my name. I did this because Natasha worked overnight at the hospital and I wanted her to get as much sleep as possible.(Evidence in large pdf.)
- I was in control of the finances for the first 3 years of our time in our home, so every bill was in my name. If it was just her house, this would not have happened.(Evidence in large pdf.)
- We did not separate in August of 2023, but in April of 2024, I have supporting evidence. She informed me of our separation through a non-court ordered notice of no trespass to our family home. Given to me on April 6th 2024 when she returned from her unannounced vacation.
- I have not refused to leave, I informed her and her counsel I would leave once a separation agreement was signed. As I can no longer trust her, how does she expect me to trust that she will keep to her word at this point? Evidence of this is in our offers of settlement. At this time it has come to my attention that I do not have anywhere to go and would be living on the street if removed before the sale of our family home. Natasha emptied our joint account, which my pay deposited into, right before she left on an unannounced vacation.
- She threatens to charge me rent, but yet does not follow any rule/guideline/law set forth by the landlord and tenant act. When she first threatened me with this, the day after our separation. Among other laws, not once did she give me notice that she was coming over to enter the residence to take things. A landlord needs to provide 24-48 notice to enter the domicile.(GPS data will be used as evidence as she was here, and she cannot provide a notice to enter because I never received one) There has been a change in this, previously natashia threatened to charge me the full amount of the bills and mortgage, now her lawyer stipulates that we share the residence which enables natashia to come and go as she pleases with no notice i have told her counsel that since its a shared residence that I have no problem paying half of the mortgage and put that in my last offer of separation I had sent on jun 29 at 1pm
- She can't afford a second place? Yet she has the means to live outside of our shared residence, along with storing every item she has taken from the house. The house is quite large, and she has taken almost everything, storing that level of possessions takes a lot of space. The separation started on April 6th, due to the time and amount of items taken from the property. I'm assuming she is already living at her next residence. The reason she took so much is because we had a verbal agreement neither one of us would remove anything without the other being there. She broke this agreement the following day, Monday, as I was at work. She continued this behaviour till there was nothing else for her to take, even all the food after she made sure I had no money for the separation.

Order to bring loan out of arrears

Natashia stated at the beginning of our separation that she would be keeping the bills up to date, as she was aware that I had lost my job due to the separation. Multiple times I have asked for this account to be brought up to date. One of them is the home improvement loan where all the windows in our house were replaced and the loan was initially 45-50,000\$. Natashia and her counsel informed me that I need to switch the account to her or authorize her to do so, this is not the case. I have no phone, so at this time there was no way for me to do either one they asked. It's weird because any bill can be paid online, by anyone. The company does not care where the money came from. To prove this, since I can't call the company up, I had a friend make a small payment to the account which was accepted. Last week someone from the company finally emailed me. I informed them what was happening and asked if any account, no matter the owner, could make a payment. He promptly replied that yes, all you have to do is add them as a payee with the account number and we can make any payment we wish. I was told if it doesn't get paid before months end, then the account would move onto the next step. It has been in arrears now for 3 months. Natashia and her counsel had not responded to any email I have sent, since talking to this employee. Since Natashia was supposed to keep all accounts up to date anyways, I would like the court to order Natashia to bring up any account in arrears to be brought up to date before any further action is taken from these companies. To be as cooperative as possible, I offered Natashia a second option. She can send me the money and I can pay it. Before now, I did not have access to my bank accounts because as a result of her no longer paying my phone bill, it was under her account due to discounted rates offered by her employer, the bank cancelled all of my credit accounts when they could not reach me at my number. My chequing account then went into arrears of 3500\$ because it was in overdraft, (Reason for account being in overdraft explained in answer with evidence) and because the bank could no longer contact me, they cancelled everything and removed my number from my profile. This in turn also denied me access to all federal government services, since my bank account was linked to my federal account. On Friday of last week, I was able to bring this account out of arrears, finally giving me access to my bank accounts for the first time in 3 months. I will pay these accounts when I can, but with no job this will take a while. So long that these accounts will have already gone to the next step.

12. What is your proposal to resolve these issues?
have them removed as they are built on false claims.

13. Do you want the court to make a temporary or final order at the case conference about any of these issues?
☐ No. ☒ Yes. (Give details.)

PART 4: FINANCIAL INFORMATION

NOTE: If a claim for support has been made in this case, you must serve and file a new financial statement (Form 13 or 13.1), if it is different from the one filed in the continuing record or if the one in the continuing record is more than 30 days old. If there are minor changes but no major changes in your financial statement, you can serve and file an affidavit with details of the changes instead of a new financial statement. If you have not yet filed a financial statement in the continuing record, you must do it now. The page/tab number of the financial statement in the continuing record is

14. If a claim is being made for child support and a claim is made for special expenses under the child support guidelines, give details of those expenses or attach additional information.
15. If a claim is made for child support and you claim that the Child Support Guidelines table amount should not be ordered, briefly outline the reasons here or attach an additional page.

PART 5: PROCEDURAL ISSUES

16. If parenting issues are not yet settled:
- (a) Is a parenting assessment needed?
- ☐ No. ☐ Yes. (Give names of possible assessors.)
- (b) Does a child or a parent under 18 years of age need legal representation from the Office of the Children's Lawyer?
- ☐ No. ☐ Yes. (Give details and reasons.)
17. If automatic orders were issued under rule 8.0.1, have the parties complied with all the orders?
- ☐ Yes. ☐ No. (Explain what has not been done.)
18. Does any party need an order for the disclosure of documents, the questioning of witnesses, a property valuation or any other matter in this case?
- ☐ No. ☒ Yes. (Give details.)

Request of information - Loan provider

Applicant refusing to respond to questions about the loans I have. For the last 3 years we have lived at our home, she was in control of the finances. At this time, to my understanding, the loan in question has not been paid since the start of our separation for the last 3 months and I'm worried that my vehicle will be repoed in order to satisfy the late payments. At the start of the separation the applicant, due to the circumstances, informed me that she would be paying the loan till our separation has concluded. Multiple times, the applicant and her counsel informed me that the separation would take less than a week to conclude and I should start packing. Obviously, this is not the case. Our home is an hour outside of Ottawa, and the nearest town is a 7 hour round trip walk. As you can see a vehicle is necessary where we live.

Natashia and her counsel refused my requests of information pertaining to important information in regards to this case.

Request of information 1: All correspondence between Natasha and the finance company we refinanced our home with. Natasha denied counsel for me, without my knowing. There are other irregularities with the paperwork I have in regards to this. As I was apart of the refinance of our home just as much as Natasha was, I need to see what else she said on my behalf.

Request of information 2: Any and all correspondence in regards to refinancing our home with any financing provider that would have taken place in 2022 or 2023 as we started to look at refinancing in 2022. Text messages, dates and times of calls, emails, physical mail and so on. I should have access to this because the refinancing included us both, and with Natasha's behaviour coming to light in regards to the decisions she was making for me at that time, that she should not have done. Natasha refused legal counsel on my behalf without my knowing and I already have in my possession documents that contradict her statements that she is now claiming.

Request of information 3: All of Natashias finance documents, from when I found out about my medical condition till today's date. I should receive because Natasha was in control of the finances since that event took place. She paid and had access to my debts, her debts, bills everything and because she is not not only affecting my credit negatively now, I want to make sure everything is done correctly. To be clear, bank

statements, credit card statements, everything that had to do with either of our finances.

Request of information 4: When we refinanced the home last time, Natasha stated that I would be getting the remaining balance after her Loans were paid, the ones she specifically told the bank with their amounts that I half paid for the moment they were put on the mortgage, were taken care of. I know my debts, never saw the amount that it should have after reviewing the documents. Natasha needs to provide all financial documents proving I was paid that amount. I was supposed to get a certain amount that she discussed with the finance company. If you can't prove it then, then she needs to repay that amount now as she obviously took it for her personal use.

Request of information - Evidence pertaining to her support of claims

As you can see she has bullied/threatened me to leave our family home in multiple ways. She has yet to provide any evidence to support any of her claims. She has not verbally or in writing told me, even when requested. I'm asking the court to order Natasha to provide evidence to support her claims, as almost all of them are false.

I am self representing so I do not know where or how to ask for this but in my answer I go over how to settle this separation in a fair manner, Natasha refused/ignored my last offer. How can we move forward with this? Some of the points are important, like the restraining order I would like against Natasha. Thankfully once her counsel found out the gps data can be used against her, she stopped entering the residence, but this only happened for the last 2 weeks, meanwhile she still comes to the property even to this day.

19. Are any other procedural orders needed?

☐ No. ☐ Yes. (Give details.)

I do not know what this means.

20. Have all the persons who should be parties in this case been added as parties?

x Yes. ☐ No. (Who needs to be added?)

21. Are there issues that may require expert evidence or a report?

x No. ☐ Yes. (If yes, provide details such as: the type of expert evidence; whether the parties will be retaining a joint expert; who the expert will be; who will be paying the expert; how long it will take to obtain a report, etc.)

22. Are there any other issues that should be reviewed at the case conference?

☐ No. x Yes. (Give details.)

Olivers Contract

Nullification of contract signed under duress: Duress, in legal terms, signifies the imposition of coercive pressure upon an individual, compelling them to undertake actions they would not ordinarily engage in. I found myself subjected to such duress due to the financial predicament imposed upon me by Natasha.

I've had dogs for the last 17 years of my life, when my last male dog died, Hunter, I was pretty upset about it. As it had happened prematurely. To deal with the event, I got Oliver. I never even informed Natasha of my actions in acquiring him. Recently my other dog, Ellie passed. Leaving Oliver to be my last dog in my possession. Natasha made it extremely clear to me that I was to never buy another dog without consulting her

again. Since that time she never agreed to let me buy another dog, even after numerous attempts. Natasha has never owned a dog, till she put Oliver under her name due to these events.

Natasha, taking advantage of my vulnerable financial state, proposed to take ownership of Oliver in exchange for the engagement rings. Given my dire financial circumstances at the time, thinking of Oliver's wellbeing, coupled with the significant stress and anxiety stemming from recent events, particularly the separation from Natasha, I felt compelled to comply.

The severity of the financial strain imposed upon me by Natasha rendered me incapable of ensuring Oliver's well-being. Consequently, I acted out of desperation to prevent any suffering for him, notwithstanding the coercive circumstances under which the agreement was reached.

Presently, my financial situation has improved, affording me the capability to adequately provide for both myself and Oliver. It is worth noting that I am the original purchaser of Oliver, a fact corroborated by ownership documents signed by Natasha on the subsequent day following the agreement. This also proves that Oliver was under my name as the sole owner of him.

Given the circumstances surrounding the execution of the contract, it is my contention that it was not entered into freely or voluntarily, but rather under duress. Therefore, I respectfully request the court to nullify the contract and reinstate ownership of Oliver to me. With Oliver being my only dog, I would never under normal circumstances would have done this. I still have my last two dogs ashes on my fire place mantle to this day, which shows how much I love the dogs that I have. Natasha makes more than enough money to go out and obtain her own dog. To note the engagement rings have since gone missing, when inquiring Natasha about this event, she told me that I just misplaced them. I don't see how that could take place, because due to Natashias actions, I don't have many items left in our home.

Furthermore, I seek clarification on the possibility of including Oliver in any restraining order against Natasha, given her past actions of swiftly removing him from our home. Such inclusion would serve to safeguard Oliver's well-being and prevent any further attempts at coercion or removal.

Since the start of the separation and its event's, especially regarding Natasha forcibly taking Oliver from me and threatening if I leave the home for long periods she would change the locks on me. I have never felt this lonely in all my life, I can't leave to go see friends, I don't have Oliver anymore to be my companion, and the way Natasha went about the separation has left me in such a depressive state. Currently I wish nothing more than Oliver to be restored to me. I express my gratitude for your attention to this matter, and I anticipate a judicious resolution in due course.

.....
Date of party's signature

.....
Date of lawyer's signature

Justin Skyler Zanth

.....
Signature of party

.....
Signature of party's lawyer