

Superior Court of Justice, Family Court

(Name of Court)

Court File Number

FC-24-124**at 29 Second St. W., Cornwall, Ontario K6J 1G3**

(Court office address)

Form 10A: Reply by☒**applicant**☐**added respondent****Applicant(s)***Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).***Natashia Lynn Michinski****15490 Ashburn Road****Berwick, ON****K0C 1G0****Tel: (613) 316-0412****nmichinski@gmail.com***Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).***M. Anne Vespry****Barrister and Solicitor****Suite 642****99 - 1568 Merivale Road****Ottawa, Ontario K2G 5Y7****Tel: 613 800 8334****Fax: 613 800 8334****anne@vespry.ca****Respondent(s)***Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).***Justin Skyler Zanth****15490 Ashburn Road****Berwick, ON****K0C 1G0****Tel: 6138980992****skylerzanth@gmail.com***Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).***Self Represented****INSTRUCTIONS: Financial Statement**

COMPLETE A FINANCIAL STATEMENT (Form 13) IF:

- you are making or responding to a claim for spousal support; or
- you are responding to a claim for child support; or

You must complete all parts of the form **UNLESS** you are **ONLY** responding to a claim for child support in the table amount specified under the Child Support Guidelines **AND** you agree with the claim. In that case, only complete Parts 1, 2 and 3.

COMPLETE A FINANCIAL STATEMENT (Form 13.1) IF:

- you are making or responding to a claim for property or exclusive possession of the matrimonial home and its contents; or
- you are making or responding to a claim for property or exclusive possession of the matrimonial home and its contents together with other claims for relief.

TO ALL PARTIES:

- 1. My name is** (full legal name) Natashia Lynn Michinski
- 2. I agree with the following claim(s) made by the respondent in his/her answer:** (Refer to the numbers alongside the boxes in the Answer, Form 10.)
none
- 3. I do not agree with the following claim(s) made by the respondent in his/her answer:** (Again, refer to the numbers alongside the boxes in the Answer, Form 10.)
15, 22, 26, 50
- 4. ☒ I am asking that the respondent's claim (except for the parts with which I agree) be dismissed with costs.**

5. The important facts supporting my position in paragraph 3 are as follows: *(In numbered paragraphs, set out the reasons for your position.)*

1. I do not agree with the respondent's claim, 15, for a restraining order against me because:

- a. The respondent is living in my home.
- b. The respondent refuses to make payments for occupation rent, utilities, or contributions towards the mortgage, and as such is not in the position of being a tenant who has a legal right to exclude me as landlord. **Tash wants to enforce the rules on everyone but not herself, she Threatend with charging me rent but did not follow one law of the landlord tenant act.**

The respondent takes no care for the home: he leaves food waste around, does not pick up and rarely takes out garbage, does not flush or clean bathroom, and does not mow the lawn or do any upkeep of the external property. I have to attend at my home to make sure that it remains in sanitary condition. As it is, to put the house in a saleable condition once the respondent has moved out is likely to require extensive professional cleaning.

The house is currently spotless, to be honest ever since she left the amount of garbage produced Astonishly lower than when she was here, same with running the dishwasher. Without her here Its also easier to keep clean. She tends to diminish everything that i do, which you will see in The audio clip shortly, not only does sher threaten, sheputs me down, blames me, all the while I was home sick and iust laving on the couch minding mv own business because i did not

- d. I have removed some of my property from the home, but I have not threatened or abused the respondent. **She threatenend to call the cops on me the first night, handed me a notice of no Trespass all the while shes asking me to trust her that she wont take evreything once the house Is sold. Wants me to leave to sell the house, but beleive in her heart that she will give me whats**

2. I do not agree with the claims, 22 and 26, for equalization of Net Family Property and sale of Family

Property because:

- a. The respondent and I were never married, and there is therefore no Family Property.
- b. The respondent and I cohabited between December 1, 2016 and August 2023. During the latter part of that cohabitation, we were common law partners as per Canada Revenue and properly filed taxes as such. This does not create "Family Property". **Claims all this but first Initial deposit was from my cheque taking the money out of my account, not a joint account. Also i controlled all the finances for the first 3 years we were there, see suppporting evidence But yet i did not try to steal the house from her, yet shes now trying to get away with it. This**
- c. The house at 15490 Ashburn Road, in Berwick, ON was purchased in September 2019 entirely from my lottery winnings and a gift of \$5,000 from my mother. I agreed to add the respondent on title as at that time I thought I could trust him to contribute to the home. At no time has the respondent contributed more to the home than would be reasonable for room and board. **Claims all this but first Initial deposit was from my cheque taking the money out of my account, not a joint account. As well, natashia did not do a single thing when we bought the house, you will see shes absent From all work needed to buy the home... she also didnt pay for any of it.... i did along with the Biggest home improvement done to the house @ 35k we havent done a single project since That cost us money, nvm in the ball park of 35k**

5. The important facts supporting my position in paragraph 3 are as follows: *(In numbered paragraphs, set out the reasons for your position.)*

1. I do not agree with the respondent's claim, 15, for a restraining order against me because:

- a. our home
- b. i would pay rent, if two conditions were met, she follow the landlord tenant act, which she . has failed to do atleast 30+ times since she stared demanding rent, the second condition would be if it were her house and her house alone... I'm only stuck here because she verbally told me that she would change the locks, which made me loose my previous position because i asked for a leave of absence and never heard from them again and it does not allow me to look for new employment to prove this she changed the codes on the locks and i havent Been able to reset them since
- c. i can take a video of the home any time you want, its clean top to bottom, every floor vacummed, no
- d. i have already provided proof of this, she has removed ALL property from the home, i can do a video to prove this again and the current state of the home. She has no belongings here Shes taken literally everything that she wants to take with her and left all the items she did Not want behind, and left a giant mess for me to clean up after she left. Movers coming in Without taking off shoes etc

2. I do not agree with the claims, 22 and 26, for equalization of Net Family Property and sale of Family

Property because:

- a. Already answered this so many differrent ways, shes needs to stop acting like a 12 year old And just be fair with the situation. This has sickened me so much, that after the first appearance I threw up, because i still can't beleive shes trying to do, what shes doing. see new provided pdfs to proof she was not the only one that provided for the deposit i have already included all the services I had hired.... and i had paid for, not natashia. Check the last refinancing on the real reason on why i was not included on the financing i will also be attaching pages to prove my bi weekly pay went in the account that paid for the mortgage that she controlled

c.

d. When it was time to renegotiate the mortgage in August 2023, the respondent was dealing badly with his own personal debt and I did not want to risk that attaching to my home. He had also by that time stopped making contributions towards the mortgage, and there did not seem to be any legal reason to retain his name on title. The mortgage was renegotiated, and title was reassigned, and the house became fully mine.

3. I do not agree with the claim, 50, for, among other things:

“5. Replacement cost of item's taken before an agreement of separation was finalized.”

a. The claim regarding “item’s taken” is for items owned by me including items I purchased, and items gifted to me by my family. The respondent has moved my possessions to the front porch and garage, and since he moved my possessions, several items have disappeared including an heirloom clock, and tools purchased for me by my father and step mother.

“6. Restitution of lost wages.”

b. The applicant has not prevented the respondent from working, and has throughout the relationship supported the respondent in keeping his employment, including by assisting in financing his car, and paying for his gas to attend at work.

“7. If restraining order is not put in effect, freedom from the other.”

c. The respondent can have immediate freedom from the applicant merely by moving out of her home.

“8. Debt incurred during relationship.”

d. The parties are not married, they own no joint property, and they have no joint debt. There is one debt for windows in the home that was taken out in the respondent’s name. The applicant has made several attempts to assume or pay off that loan, however the lender wishes the respondent to sign an assignment form so that the applicant can make payments. The respondent has admitted to receiving a copy but appears not to have completed or returned it

- d. the applicant isnt on the financing for my car, and she didnt pay for my gas... with that logic that means every paycheck of mine was hers? because it went into a joint account she controlled because for the last 3 years of our relationship she controlled the finances, and before that i was in control of the finances? i will provide more bills to proof this. The internet is in my name, the biggest financial investment we made to the home, in my name. if this house was only hers i would not have financed it in my name thats insane, enbridge was in my name at the begining that she switched over to hers becasue shes been planning this for years
windows
enbridge
internet
millar mechanical
house insurance
3. i was also paying her car insuracne for a time
reabel repairs
property insurance
first initial deposit for ashburn came from my account see pdf
all the contractors we had here to do everything for the purchase of the home and after the purchase

if it was her house, why would every account be in my name up till i found out about my medical condition, this is where she picked up the responsibillty and it seems she started to plan her takeover of the home, no money was ever exchanged during the refinancing so the already mentioned law would take place
See text messages of her asking for one of my logins, yet she claims i refused to give them To her.....

4) see 2024_04_17 4_02 p.m. Office Lens pg59 for the email proving we were jsut looking to refinance to pay off some debts, at natashias request to get this refinancing done

she also does not need any kind of special permission to make payments i will have a family member make a payment to prove this. money coming out of our joint account with both of our names on it, it was classified as a joint OR account which means we both contributed to the mortgage

she removed all cleaning supplies when she left

get proof she emptied the account

get proof your cheque went into joint account

GET CREDIT CARD STATEMENTS

For all the other things she claims and cant prove, I have proved she is more than happy To fabricate claims, she happy stealing for me and her employer, she would steal so much From her employer she would bring extra bags from home to stuff as much as she could In contrast to natashia, i have provided evidence for almost every claim i have made thus Far. For anything we do not have aphyical evidence for, who are you going to beleive A known caught in the act liar and thief? Or someone who can break the law in any way What so ever, or else he would loose out on the professional goals he set for himself? Not Only a clean record, but you do multiple lie detector tests, constantly which is why im so upfront And honest, to get ready for that.

For the theft part, if you're unaware, she stole constantly from her employer. So much stuff that she left some behind when she moved out. Instead of throwing out good medical supplies, some even in its original wrapping I decided to return it to the hospital in hopes that it could be used to help patients. The only reason I did not do it before now, as you probably already know, was because of how abusive she was and I did not want to give her any more ammo against me to start fights, diminish what I do or contribute, withheld sex as a punishment etc. To prove I'm not making any of this up I will walk you through a scenario of what she would take, when and what it was used for. I do not drink so I was doubly appalled when I found out she was going to take things from the hospital, syringes and other things to be like party favours at a party. Her and her friends would put together parties and would use the medical supplies to make drinks or make decorations with them, for example syringes would be used sometimes for jello shots if a witness is needed I can produce one. Natasha was the only one that I know of that stole from the hospital, the ones I knew anyways some of them moving up in to higher positions, and wouldn't risk lying about such a trivial event. When I found out Natasha was doing this, I asked her why? Why couldn't you just buy this, not risk your career and a criminal record. I personally wanted nothing to do with it, and not wanting to risk a fight or anything like that I just never mentioned it again.

For claimed items, I'll keep this short and sweet because this could get long. She took a lot of my items, by her definitions, that I owned because I purchased them. The 2 AC units for our bedroom. I think she took these the first day so that I couldn't even have the chance to claim what is mine. The last one purchased was from a store in Gatineau because it was on sale and we wanted a floor unit instead of a window unit. I drove out to the store bought it and brought it back home. By her definition, that would be mine, but she took it. Again proving she does not care for rules or laws unless they apply to others because we had a verbal agreement in the beginning that no one would take anything without the other being there.... I shouldn't have to continue for everyone to get the point.

Lost wages

She has prevented me from not working. I was home sick from work with food poisoning, and noticed that my code for our locks doesn't work anymore she started to change the codes in an effort to impede me from entering my own home. When she came to argue with me about something one day I asked if she was planning on changing the locks if I wasn't here, she agreed.

This event along with Natasha stealing my % of the home, and trying to get a way with it now. I asked my employer for a leave of absence to handle Natasha and the issues she was creating. If Natasha wasn't trying to steal our home from me, and if she wasn't trying to keep me out of my own home, I could have continued working. But no she claims, that she can't make an offer without knowing the numbers to offer... we already know the numbers. Not only that but we're not the first couple on the planet to separate. In regards to the house it's a 50/50 split... it's not that hard, but she claims she wants to know the actual dollar figure before making an offer which she claims she has to sell the house before knowing this number.

Would you trust her at this point? No, she would get the money put into her account and like so many other people just try to keep it.

The debt and finances again, just to continue on from the first time I brought this up. I'm looking to settle this in a way that does not affect Natasha one day after this has concluded. I've done the math, after I lost my job due to her actions, I will be at a lower income after this, I will be living out of my car. Because she emptied our accounts 2 weeks before the separation along with leaving me with all the debt, we both agreed we would take care of because we only wanted to destroy one of our credit scores so that we can buy big ticket items should we need to down the road, like a car or a house repair. She made that agreement, she needs to stick by that agreement, but again we come back to she does not care about anyone else and she doesn't care about the laws or rules unless they apply to other people or benefit her.

The breach of contract is on the separation settlement, Natasha needs to be kept in check while we finalize the rest of the items, like the house for example. Because she will continue to try to steal, and cheat to benefit herself. So the breach of contract does not apply to anything before the settlement has been agreed upon.

I did all the work to buy the home, see evidence I'm more than capable to do all the work to sell it. And since she's already living somewhere else, and with no where to go for me, it just makes sense that I stay here, in our home.

to the financing company.

“8: (sic) Other matters pertaining to the sale of the house.”

- e. These other matters are unknown to the applicant; however, it is her position that the respondent must give vacant possession – pursuant to a Writ of Possession if necessary – so that the applicant’s home can be sold forthwith.

“9. Breach of contract penalty.”

- f. The applicant has not entered into any contracts with the respondent during their cohabitation.

The only post-cohabitation contract that the applicant is aware of was for the transfer of ownership of the dog, Oliver, and that contract is fully completed and discharged.

Put a line through any blank space left on this page

18 June 2024

Date of signature

A handwritten signature in blue ink, appearing to read "Anne Vespa", written over a horizontal line.

Signature

Signer ID: X6HLOMLB12...

1. I agree with the following claim(s) made by the respondent:

Under the Divorce Act

- 00 ☐ a divorce
 01 ☐ support for me
 02 ☐ support for child(ren) – table amount
 03 ☐ support for child(ren) – other than table amount
 04 ☐ decision-making responsibility for child(ren)
 05 ☐ parenting time with child(ren)
 06 ☐ contact with child(ren) (*this requires court leave*)

Family Law Act or Children's Law Reform Act

- 10 ☐ support for me
 11 ☐ support for child(ren) – table amount
 12 ☐ support for child(ren) – other than table amount
 13 ☐ decision-making responsibility for child(ren)
 14 ☐ parenting time with child(ren)
 15 ☐ restraining/non-harassment order
 16 ☐ indexing spousal support
 17 ☐ declaration of parentage
 18 ☐ guardianship over child's property
 19 ☐ contact with child(ren) (*this does not require court leave*)

Claims relating to property

- 20 ☐ equalization of net family properties
 21 ☐ exclusive possession of matrimonial home
 22 ☐ exclusive possession of contents of matrimonial home
 23 ☐ freezing assets
 24 ☐ sale of family property

Other claims

- 30 ☐ costs
 31 ☐ annulment of marriage
 32 ☐ prejudgment interest
 33 ☐ claims relating to a family arbitration

Claims relating to child protection

- 40 ☐ access
 41 ☐ lesser protection order
 42 ☐ return of child(ren) to my care
 43 ☐ place child(ren) into care of (*name*)
 44 ☐ interim society care and custody for _____ months
 45 ☐ society supervision of my child(ren) for _____ months

50 ☐ other

2. I do NOT agree with the following claims made by the respondent:

Under the Divorce Act

- 00 ☐ a divorce
 01 ☐ support for me
 02 ☐ support for child(ren) – table amount
 03 ☐ support for child(ren) – other than table amount
 04 ☐ decision-making responsibility for child(ren)
 05 ☐ parenting time with child(ren)
 06 ☐ contact with child(ren) (*this requires court leave*)

Family Law Act or Children's Law Reform Act

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Claims relating to property

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50 ☒ other