



CANADA
PROVINCE OF QUEBEC
DISTRICT OF QUEBEC

COURT OF QUEBEC
(Civil Division)

N°:

LES GALERIES DE L'ESTUAIRE INC.,
legal person duly constituted, with its head
office located at 162 42nd Avenue, Suite
100, Quebec City, District of Quebec,
Province of Quebec, G1V 2V2

Plaintiff

v.

SIMONE FERLAND, domiciled and
residing at 1450 Grande Vallée, Quebec
City, District of Quebec, Province of
Quebec, G1X 5H7;

-and-

JEAN-YVES ROY, domiciled and residing
at 1450 Grande Vallée, Quebec City,
District of Quebec, Province of Quebec,
G1X 5H7;

ORIGINATING APPLICATION
(Art. 141 C.C.P.)

IN SUPPORT OF ITS APPLICATION, PLAINTIFF RESPECTFULLY SUBMITS THE FOLLOWING:

1. Pursuant to the lease between Propriété Bijoux Itée and Tabagie Moderne inc., Tabagie Moderne inc. leased from Propriété Bijoux Itée unit 48 of the shopping centre located at 162 42nd Avenue, Quebec City, for a term of ten years commencing on March 1, 1994, as appears from a copy of the lease, **Exhibit P-1**.
2. By way of a Deed of Sale published on the Land Registry in the Registration Division of Quebec under number 949264, Plaintiff purchased the immovable containing the leased premises from Propriété Bijoux Itée, as appears from the Deed of Sale, **Exhibit P-2**.
3. (In this Deed of Sale, Propriété Bijoux Itée assigned to Plaintiff all of its rights, and Plaintiff assumed all of Propriété Bijoux Itée's obligations in the leases for the purchased shopping centre.)



4. By way of the Assignment of Lease signed on September 30, 1998, Tabagie Moderne inc. assigned to Plaintiff all of its rights under the lease, Exhibit P-1, and Plaintiff agreed to assume all of the former's obligations under this lease, as appears from a copy of the Assignment of Lease, **Exhibit P-3**.
5. As of date of drafting the present proceedings, Defendants are in breach under the terms of the lease, namely:
 - a. To pay the monthly rent of \$2,800 and this for a period of seven months, for a total of \$19,600;
 - b. To respect the terms of the lease which forbid them from selling magazines and newspapers at the leased premises;
 - c. To respect to the terms of the lease which oblige them to operate their business on all "Business Days" as defined in the lease, with a penalty of \$100 per day of default, resulting in a total of \$500 being due as of the date of the drafting of the present proceedings, in light of Defendants' default of not operating their business between November 8 to 12, 1999;
 - d. To maintain the leased premises in a clean and tidy condition.
6. Defendants refuse to remedy these defaults notwithstanding having been put in default by way of a demand letter served on December 2, 1999, **Exhibit P-4**, and therefore, Plaintiff is entirely with its rights to request the resiliation of the lease, Exhibit P-1.
7. Pursuant to the Assignment of Lease, Exhibit P-3, Defendants undertook to pay the sum of \$16,800 as an indemnity for re-leasing the premises if the lease, Exhibit P-1, was resiliated due to Defendants' breach.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

RESILIATE the lease between Propriété Bijoux Itée and Tabagie Moderne inc., Tabagie Moderne inc. for unit 48 of the shopping centre located at 162 42nd Avenue, Quebec City within five days of the judgment to be rendered herein OR within X days of the judgment to be rendered herein;

(EVICT Defendants from unit 48 of the shopping centre located at 162 42nd Avenue, Quebec City within five days of the judgment to be rendered herein OR within X days of the judgment to be rendered herein;)¹

CONDEMN Defendants solidarily to pay Plaintiff the sum of \$36,900 with interest at the legal rate and the additional indemnity provided for by law: the sum of

¹ Unclear why this conclusion is not included in the answer grid as the question states that the mandate is to ask for ejection for the premises.



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\$20,100 (\$19,600 + \$500) as of December 2, 1999 and the sum of \$16,800 as of the date of the Summons;

THE WHOLE, with costs.