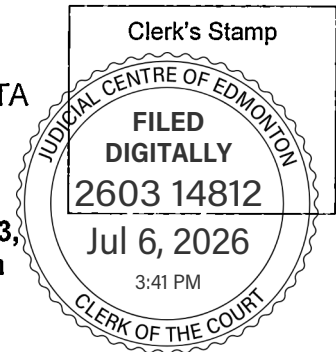


COURT FILE NUMBER 2603 14812
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



IN THE MATTER of the *Consumer Protection Act* RSA 2000, c. C 26.3, Part 3.1 and Life *Leases Interest Rate Regulation* Alberta Regulation 177/2024;

IN THE MATTER OF the *Societies Act*, RSA 2000, c.S-14, ss. 26 and 35;

IN THE MATTER OF the *Trustee Act*, RSA 2022, c.T-8.1, ss. 16, 17, 22, 26(3), 29, 30, 31, 32 and Part 8;

IN THE MATTER OF the *Business Corporations Act*, RSA 2000, c.B-9, ss. 81, and 85 Part 8, ss. 214, 215, 231 and 232;

IN THE MATTER OF the *Judicature Act*, RSA 2000, c.J-2, ss. 8, 13, 16 and 19

AND IN THE MATTER OF LIONS VILLAGE OF GREATER EDMONTON SOCIETY

APPLICANTS CARLA TREMBLAY in her capacity as executrix of the estate of EDITH GREENE, deceased, and GISELE LEBLANC, and SUSAN VAN ESSEN and TEUNIS (aka TONY) VAN ESSEN and LIFE LEASE HOLDERS and LENDERS UNDER RELATED LOAN AGREEMENTS

RESPONDENT LIONS VILLAGE OF GREATER EDMONTON SOCIETY

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE
AND
CONTACT INFORMATION
OF
PARTY FILING THIS
DOCUMENT **MILLER THOMSON LLP**
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File Number: 0298982.0001

**AFFIDAVIT
OF
JAIMIE MARTIN**

Sworn on July 16, 2026

I, Jaimie Martin, of Edmonton, Alberta, SWEAR AND SAY THAT:

1. This Affidavit is sworn in support of the relief sought in the Originating Application filed in these proceedings.
2. This Affidavit speaks to maintenance issues with the properties owned and managed by Lions Village of Greater Edmonton Society ("**Lions Village**") and problems with the current caretaker employed by Lions Village at its Railtown location, Stirling McLaughlin ("**Stirling**").
3. I have read the Affidavits of Carla Tremblay (the "**Tremblay Affidavit**"), Gisele LeBlanc (the "**Leblanc Affidavit**") and Teunis Van Essen (the "**Van Essen Affidavit**", and together with the Tremblay Affidavit and the Leblanc Affidavit, the "**Supporting Affidavits**") and I am familiar with the facts and matters disclosed therein insofar as they refer to maintenance issues and issues with Stirling, which I verily believe are true, and as such, those facts and matters are incorporated herein.
4. Any capitalized terms not otherwise defined in this Affidavit have the definition given to them in the Supporting Affidavits.

My Experience and Employment with Lions Village

5. I have been an employee of Lions Village for approximately 7.5 years as a painter / renovator, and as such have personal knowledge of the facts deposed to herein, except where stated to be known by information or belief, and where so stated I verily believe the same to be true.
6. I have performed painting and renovation work at all three Lions Village Communities and have observed first-hand the maintenance issues and poor workmanship performed by employees or contractors engaged by Lions Village to perform such work.
7. I have frequent interaction with the maintenance staff and the ongoing issues with all of the Lions Village buildings is well known. What I have seen and discussed with maintenance

staff, particularly since the employment of Kenneth Gill as Executive Director, is consistent failure to deal with maintenance issues.

Maintenance Issues and Unqualified Contractors

8. During my employment with Lions Village, I have become aware of maintenance issues that have been left unaddressed by Lions Village or that have been addressed in an unacceptable manner. Many of these maintenance issues have been enumerated in the Supporting Affidavits and have existed for at least the duration of Kenneth Gill's employment with Lions Village, or longer. I believe that the management and Board of Lions Village are aware of these maintenance issues and have chosen to ignore them, or to apply temporary substandard fixes rather than proper repairs, to the detriment of their senior residents.
9. The most serious of the maintenance issues facing the Lions Village Communities include the roofs of the buildings, which are in dire need of replacement, and the balconies of the buildings, many of which are rotted and unsafe.
10. For example, the shingles on the roofs of Castledowns and Riverside have deteriorated to such a point that there are bare areas on each building. Water seepage into suites is a common occurrence in each building, and the eavestroughs are filled with asphalt from the disintegrating shingles and the water does not drain properly.
11. For example, the eavestroughs of Castledowns and Riverside are filled with debris, bending downwards and pulling away from the buildings. For each of these two buildings, the eavestroughs are completely ineffective at diverting water away from them. The nails holding the eavestroughs to the buildings are pulling out, and water is able to infiltrate the walls through those stretched and open holes.
12. I have been advised by Mr. Marcel Mattar ("**Marcel**"), who was the former maintenance manager for Lions Village, that water infiltrates and soaks the structure of these buildings. This has resulted in rot, mold and leaks inside the buildings, including inside the residents' suites. The danger of falling debris, nails, and broken eavestroughs is a health and safety hazard to residents and employees. Marcel has advised me that in trying to do patchwork repairs to the roofs, he has encountered soft and mushy spots in the roofs and worries about falling through the roof in the spots that are rotted and soft.

13. 'Bouncy' and damaged balconies have been reported in all three Lions Village Communities. Vinyl decking is aging and getting holes or splitting at the seams. Water comes in the openings and rots the wood structure of the balconies. This is an ongoing issue for many residents. If this continues, the balconies will continue to rot. Not only is there a danger of residents falling through holes the balconies, they will eventually bend away from the buildings, possibly falling off the buildings, which is unquestionably a significant safety hazard to residents and passers-by.
14. At Riverside, just under the garbage room at the front of the building, there is a fault in the foundation. Water often floods inside the building during springtime or a rainfall from this fault. The wine room, locker room and boiler room (in the basement) will flood at this time. The flooding issues (in the wine room in particular) has been an issue for the entire 7.5 years that I have been employed at Lions Village. To my knowledge, no attempt has been made to fix this problem using a reputable contractor.
15. At Castledowns, just under the garbage room of the south building, there is a fault in the foundation. Water comes into the supply room and the electrical room in the basement from this fault when it rains. In the electrical room, water runs down the wall behind the building's main electrical panel and onto the floor. Again, to my knowledge, no attempt has been made to fix this problem using a reputable contractor. This problem poses a serious health and safety risk to persons in the immediate vicinity, due to potential electrical shock, and the residents of Castledowns who require electricity to conduct their daily living.
16. At Castledowns, the HVAC system is pumping out a black oily residue into the common shared spaces, which sticks to the walls, ceiling, light fixtures and anything else it comes in contact with, which has not been addressed. It is unknown whether this substance poses a health and safety hazard, as it has not been investigated by Lions Village.
17. The foregoing are just some of the maintenance issues I am aware of.
18. Over the last few years, Lions Village has required residents to deal exclusively with a specific 'contractor' to do work in their suites. They are not permitted to hire anyone else. The main individual is a man named is Qaiser Rizwan, but I do not know the name of his company. I will refer to Qaiser Rizwan and his company together simply as "Qaiser".

19. From my observations, Qaiser and the people he employs have proven to have no knowledge of the technical work they are hired to complete. Later inspection of their work reveals that these people have little to no trade knowledge. Their work does not meet basic industry standards or building codes. Lions Village's maintenance staff have identified many issues with Qaiser's work product and have reported these issues to Kenneth Gill and Sarah James, but despite the deficiencies in the work, Lions Village continues to contract with Qaiser and to force residents to deal with them exclusively.

20. Qaiser is negatively affecting of the well-being and safety of the residents of Lions Village in the following ways:

(a) from what I have observed, Qaiser's work is sub-standard and often unsafe for the residents. Qaiser works primarily in occupied suites, and the residents must live and move around the suite while the work is in progress.

(b) Qaiser typically does not give notice to the resident as to the schedule of work but simply shows up unannounced. The residents do not know when Qaiser will be coming or when they will be leaving, and the residents are given little choice but to accommodate them;

(c) residents have reported feeling anxious about having Qaiser in their suite. Qaiser will leave garbage and supplies in the suite, and the resident is forced to navigate around various items to conduct their daily living. Given that many residents have mobility issues, or some degree of disability and this is a hardship and unfair burden; and

(d) Qaiser will often leave large amounts of construction debris in the garbage room, making it difficult (or impossible) for the residents to access the garbage bins.

21. The other maintenance staff and I have often had to fix Qaiser's mistakes or completely re-do their work because it was so poorly done.

22. The three caretakers, plus myself and Marcel (before he left the employ of Lions Village), would often have to clean-up after Qaiser had left a job, and we found it difficult to find the time to manage the clean-up and chaos that comes with it.

23. It is very disheartening and exhausting to be relied upon to clean-up the mess Qaiser leaves behind. The maintenance staff each have specific regular duties as part of their regular jobs.

Having Qaiser working in the buildings leaves a heavy additional burden on the staff, increasing stress levels, and leaving less time to perform their regular duties.

24. On numerous occasions I and the other maintenance staff and have had to spend time counselling the resident of the suite where Qaiser was working, answering questions like "When are they coming back to finish?" We were usually unable to answer as there was virtually no communication between staff and Qaiser or with Lions Village's management as to Qaiser's work schedule or the scope of their work being done.
25. The maintenance staff seldom knew when Qaiser would be working in their buildings. These issues were raised by the maintenance staff on several occasions with Kenneth Gill, but it became obvious that it was fruitless to complain to him about problems with Qaiser.
26. The structural integrity and safety of the Lions Village buildings is at risk as a result of the substandard work of Qaiser. I have been advised by Stirling that that Qaiser does not obtain required permits for work they are doing in the various buildings. I believe this to be true because to my knowledge, Qaiser's work has never been inspected by inspectors from the City of Edmonton.
27. The following are some specific examples of substandard and poor workmanship performed by Qaiser:
 - (a) in or around May 2026, at Railtown Suite 205, I clocked 10 - 11 hours fixing the baseboards in this suite after Qaiser replaced the flooring. Normally, to replace the flooring the baseboards are first removed and repaired as necessary. The flooring is then replaced, and the existing baseboards are re-installed. The existing baseboards usually do not need to be replaced. When pieces are damaged beyond repair, they are replaced with stock pieces kept at the building from prior jobs. Qaiser, instead, removed the existing baseboards and improperly installed "new" substandard baseboards. They have been observed putting the baseboards they removed into their own truck and carting the away. The materials they used for this replacement are not typical baseboard material. The material is thick and has no profile. Typically, baseboards come in 12-foot to 16-foot lengths, so that there will be fewer (or no) joints in long, straight runs of baseboard. Qaiser used 8-foot length baseboards such that there are often 2 or 3 (or sometimes more) joints in long straight runs of baseboard. Qaiser did not finish their joints by filling, sanding or

painting them. The standard practice for joining straight runs of baseboard together is to 'overlap' one side, and 'underlap' the other using angles of 22.5 – 45 degrees. Instead, Qaiser used butt joints which exaggerates the joints, especially when the wood expands and contracts with temperature and humidity. Attached hereto and marked as **Exhibit “A”** to this my Affidavit are some pictures with explanatory detail regarding Qaiser's poor workmanship on these baseboards, all of which I believe to be true and are as if set out herein;

- (b) I have been advised by Stirling that Qaiser has also been removing other building materials from residential suites, such as vinyl plank flooring and kitchen cabinets, and similarly they have been observed putting those materials into their truck and carting it away. Prior to Qaiser becoming the de-facto contractor for Lions Village, our standard practice was to recycle these various building materials for use in future jobs; and
- (c) in or around April 2026, at Castledowns Suite 205, Qaiser was engaged to remove a tub and install a shower. Attached hereto and marked as **Exhibit “B”** to this my affidavit are pictures and explanatory notes in regard to this job, all of which I believe to be true and are as if set out herein.

28. There are many other examples of improper conduct on the part of Qaiser which for reasons unknown are tolerated by Lions Village, and which are extremely unfair to the residents and staff.

29. In the past, if a resident wanted work completed in their suite, and it was outside of the scope of what the Lions Village could provide, they were permitted to get a quote from a qualified contractor of their choice and present the project and the quote to the Executive Director for approval. Since Kenneth Gill has been employed as Executive Director, this is no longer the case. Qaiser is the only contractor permitted to do any work in the buildings. Qaiser will give a premium price quote to the resident, and the resident is forced to use them. This results in the resident often obtaining substandard work at an inflated, above market, price.

Issues with Stirling McLaughlin

30. Stirling has been employed as the caretaker of Railtown for approximately 2.5 years. In that time, I have worked with Stirling, and he has caused a number of issues with residents of Railtown and me, including:

- (a) exhibiting bullying behaviour, such as calling me a “stupid woman”, calling Sarah James (Kenneth Gill’s assistant) a “dirty pig” and “stupid”, saying that the Railtown building is “his building”, and saying that some of the Railtown residents “do not belong here”;
- (b) occupying and using resident spaces for personal use, such as operating a car repair business out of the residents’ workshop, and storing personal items, car parts, and garbage in Railtown units 204 and 108, which consequently are not rentable until cleaned up and refurbished;
- (c) making money off of residents through side-businesses during working hours, such as by driving them to appointments and conducting errands for a fee;
- (d) failing to perform his work duties, such as not cleaning the building and allowing work orders to pile up and become delinquent;
- (e) obtaining a “no-bid” contract from Kenneth Gill to clear snow from Railtown’s premises, and performing such work during work hours, such that he is effectively being paid twice for his work (first as the employed caretaker and second as a contractor);
- (f) failing to maintain or show unoccupied suites; and
- (g) becoming overly involved in residents’ social lives, often showing favour to people he likes.

31. On or about November 11, 2024, as a result of these issues and others, I spoke with Kenneth Gill and outlined all of the problems the residents and I were facing with Stirling at an in-person meeting. Attached hereto as **Exhibit “C”** is a follow up email I sent to Ken Gill about this meeting on or about November 11, 2024.

32. Despite my concerns, and Ken Gill advising that he “will do everything possible to rectify the matter” and that he “will take appropriate action,” Lions Village continues to employ Stirling, and I am not aware of any corrective action being taken to correct Stirling’s behaviour. I understand that issues with Stirling’s behaviour have been raised in the Supporting Affidavits, some as recent as July 2025.

33. In my view, these issues with substandard maintenance work or lacking of proper maintenance, and the conduct of Stirling, support an inability of Lions Village, its management and Board, to properly manage the Lions Village Communities, to ensure resident's health and safety, and to maintain a respectful working environment, free from intimidation.

34. I make this affidavit in support of the Applicants' Originating Application for the above noted relief and for no improper purpose.

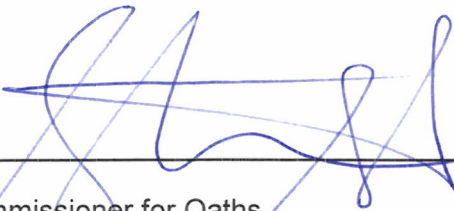
SWORN BEFORE ME at Edmonton,
Alberta, this 6 day of July 2026,

Commissioner for Oaths in and for the
Province of Alberta

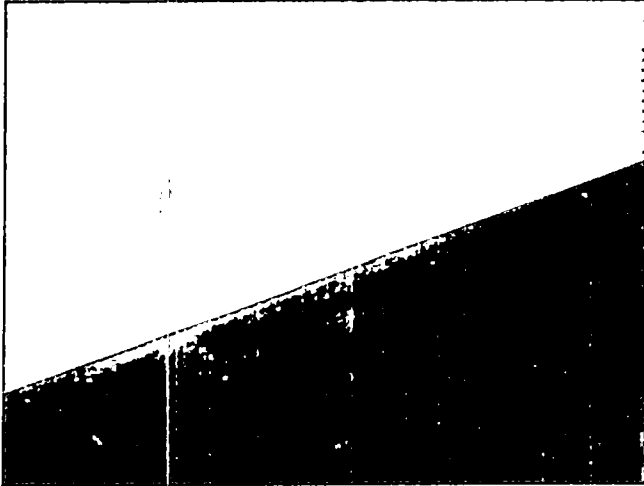
Jaimie Martin

Sabrina Singh-Senior
A Commissioner for Oaths
in and for Alberta
My Commission Expires Mar. 17, 2028

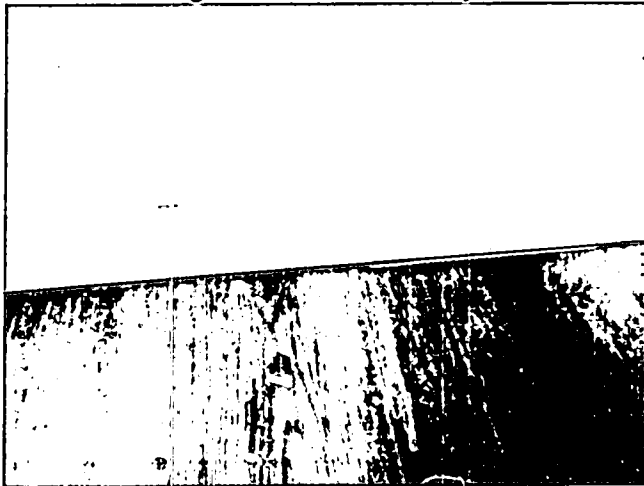
This is Exhibit "A" referred to in the Affidavit of Jaimie Martin, sworn before me this
6 day of July, 2026


A Commissioner for Oaths
in and for the Province of Alberta

Sabrina Singh-Senior
A Commissioner for Oaths
in and for Alberta
My Commission Expires Mar. 17, 2028



This is showing two unfinished butt joints in a small section of straight run of baseboard.



There are often gaps between the flooring and the baseboard. This happens with careless measuring. Bugs and debris can go into the gap. When the temperature and humidity fluctuates, these gaps can become exaggerated.



Approximately 40% - 50% of the nails in these baseboards are not properly sunken into the baseboards. They stick out, and can easily catch the fabric of socks or scratch skin. This happens simply because the nail gun used is not powerful enough to drive the nail. Usually, if this happens once, the tradesperson will pull out the nail and turn up the tension on the nail gun. Even just one nail sticking out of the baseboard is unacceptable.



The 'baseboards' are too thick to serve as baseboards. They 'stick out' past the door/window moldings. Normally, a tradesperson would knock off that protruding corner with a 22.5 degree cut and would then fill, sand, and paint it. The above picture is a representation of ALL of the instances where baseboard meets door moldings with Qaiser's work.

Railtown Suite 305 (May 2026)

Many of the above notes pertain to this suite as well. This suite is being included as another example of poor workmanship.



There are protruding nails, caulking on the face of the baseboards, caulking smeared above and below the baseboards, unprofessional joints, and the front edge of baseboard sticks out past the door trim. The baseboards are not sanded or painted.



There is caulking on the face of the baseboards, front edge protrudes, and is not finished, sanded, or painted, and there are gaps between the baseboard and flooring.



There are protruding nails, damage, careless marks, and caulking on the face of the baseboards.



The corner butt joint is below acceptable industry standards.



There is a wide gap between flooring and door trim, which is below acceptable industry standards.



This is how Quasar 'finishes' an outside corner. The following picture is after I [Jaimie] fixed it. The protruding nails must be filed, the caulking needs to be scraped off, the baseboards need to be re-filled, sanded, and then painted. This procedure need to be done to the baseboards in entire suites after Quasar is finished. This takes approximately 1.5 days to do. Quasar is paid to do this work, and I [Jaimie] have to be paid a second time to fix the work.



Castledowns Suite 302 (June 2025)

Marcel, Dar, and I [Jaimie] clocked approximately 60 hours collectively to re-do Qaiser's shoddy work, finish some work, and clean up the suite before the tenant's move-in date.



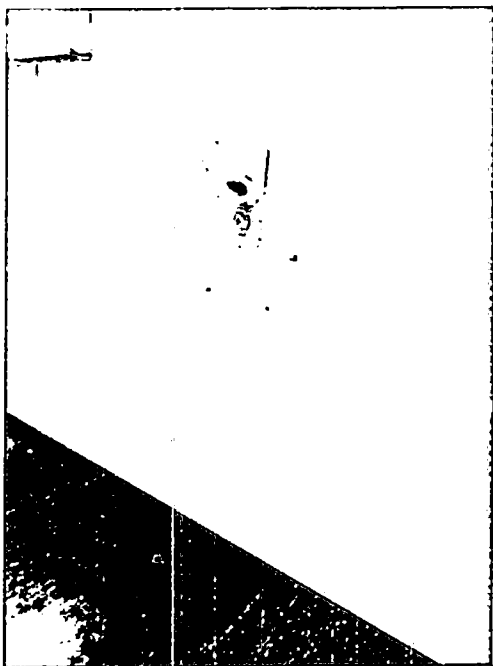
Instead of removing door hardware before painting, Qaiser simply painted over it.



Qaiser removed some hardware after painting and failed to re-attach it.



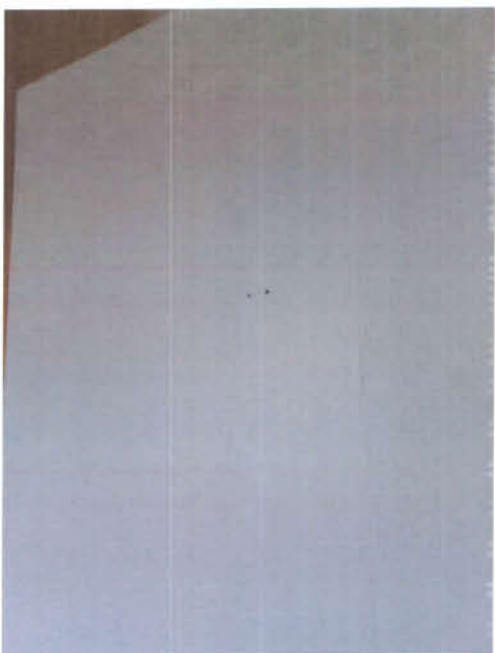
Certain holes were not filled / repaired before painting.



Here is another example of walls not being repaired before painting. Qaiser simply painted over many hooks and nails instead of removing them.



Here is another example of Qaiser failing to repair walls before painting.



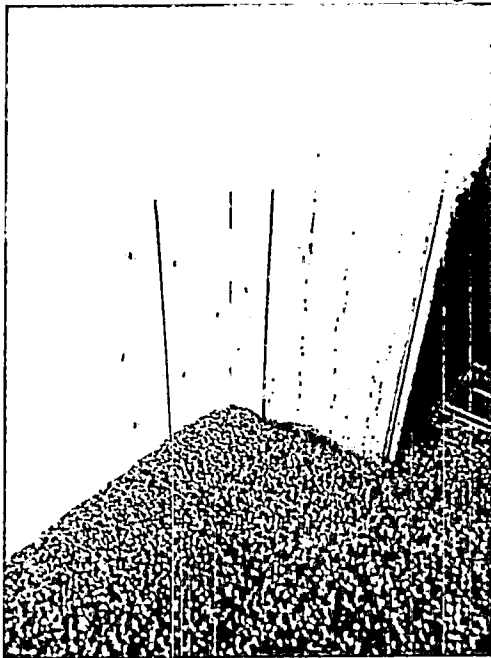
The above shows that Qaiser did not perform any preparatory work before painting this door. The wood grain of the door is shown through the paint. The door needed to be sanded and primed before being sprayed. Qaiser also failed to repair holes in the door.



There are large gaps in the trim around windows/doors and walls. It is standard practice to fill these with window / door caulking before painting, which Qaiser did not do.



Qaiser left painting tape stuck to the wall. There are also nails protruding from the baseboards, and holes in baseboards not having been filled or finished.



Qaiser "pieced together" the above baseboards from scraps, used butt joints (not standard practice), and failed to fill, sand, and paint over holes. The wood grain shows through the paint, which indicates that no preparatory work of sanding and priming was done before painting.



There are improper joints, holes not filled, and some holes filled with a swipe of caulking and left. None of the baseboards were painted in this suite.



There is paint on kitchen cabinets that Qaiser did not clean off.



Qaiser left on the attached brass hardware when painting, despite it not being attached to the door.



Qaiser improperly installed these closed doors, and now cannot fully open or close.





Qaiser likely stood this door on a floor, and painted it with a sprayer. The paint then collected and ran down the door, dried at the bottom, and glued the door to the floor. When the door was lifted from the floor, the wood ripped. It was difficult to get pictures of the 'drips' of paint running down (and dried) on the doors.



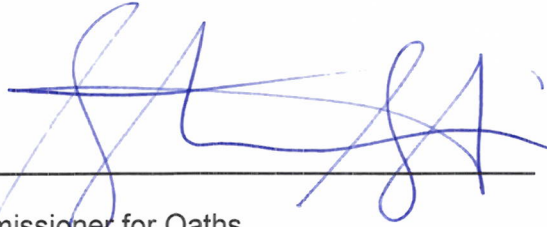
This is a bird's eye view of the baseboards in a closet. Butt joints are not acceptable, the holes are not filled, fixed, or sanded, and there is no caulking.



Qaiser used drawers the wrong size for this cabinet, and instead built an additional internal structure to make them fit (instead of ordering the right size drawers). This was often the case in this kitchen. The cabinets were not the right size for the space, so Qaiser would sandwich multiple layers of wood between them.

Qaiser hung the upper cabinets in this suite very low, approximately 12 inches from the countertop. This is against standard building and fire codes. The distance between the closest point of the upper cabinets and the cooktop surface needs to be a minimum of 18 inches. Building staff did not have time to take all the cabinets down and re-hang them in time before the tenant's move-in. These cabinets are still hung too low to this date. The new cabinets were installed after the new vinyl plank floor was installed. During Qaiser's demolition of the original cabinets, they were thrown on to the new floor, making deep gouges in the planks. Building staff did not have time to replace the flooring before the tenant moved in.

This is Exhibit "B" referred to in the Affidavit of Jaimie Martin, sworn before me this
6 day of July, 2026



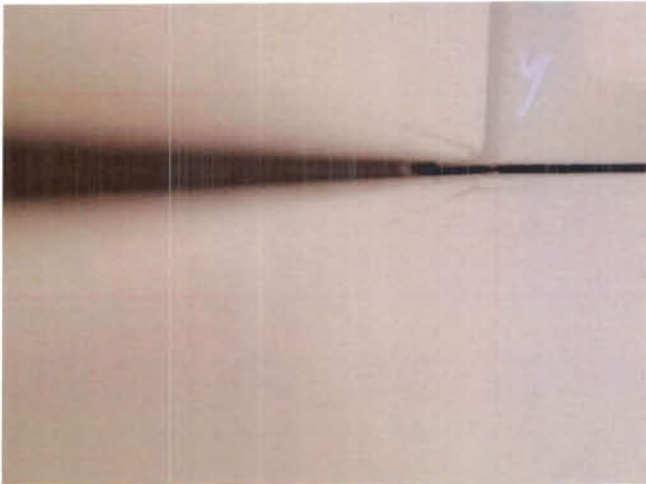
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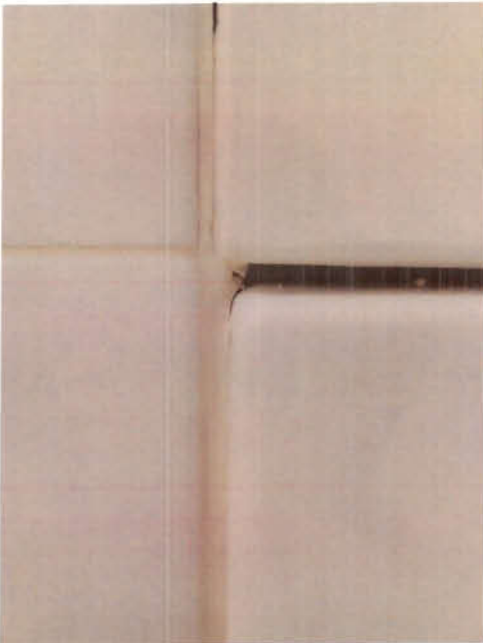
Castledowns Suite 205 (April 2026)



The tub had a larger footprint than the newly installed shower enclosure and there was a gap in the existing flooring in front of the shower threshold. Quasar 'built out' the threshold and covered the boss with a piece of unfinished quartz. The raw cut edge of the quartz faces the bathroom and can cut the skin if the tenant touches it with their body.



There are large gaps in the panels of the enclosure.



More large gaps between the panels.



The large gaps filled with caulking. Caulking is meant for small gaps in areas that will not receive moisture. Silicone is appropriate for a shower enclosure. This caulking will not be water resistant and will eventually become brittle, discolor and fall out. Water will penetrate into the wall space in the future.



The entire left panel is crooked, and the gap is unacceptably large.



This pipe used by Qaiser is meant to carry natural gas, not water.



These scratches on the door are from wood or nails installed into the wall that protrude into the opening for the pocket door.

This is Exhibit "C" referred to in the Affidavit of Jaimie Martin, sworn before me this
_____ day of July, 2026

A Commissioner for Oaths
in and for the Province of Alberta