

CLAIM OF ACTION FOR STOLEN PERSONAL PROPERTY

ATTENTION Melanie Titizian:

I received your response to action I have been forced to take for your false belief you have the right to use and enjoy my stolen personal, custom trade equipment/fixtures as well as my time to enrich yourself unlawfully & illegally. I can see immediately you are habitually dishonest biblehub.net/everyone+tells+lies which will not bode well in court or in life Truth be told.

You claim: *"As of December 1st 2018 I leased a commercial property at 594 Head Street relocating my current business of 'Wave hair studio' to this location..."* You need to be aware Melanie I have an email from your '*landlord*' you took over the space beginning of November not December 1 2018 as you falsely claim in your reply. Can you explain why you would be dishonest about when you took possession of my stolen custom designed trade equipment/fixtures? Not to worry Melanie, you can explain your compulsion for dishonesty in court.

You claim: *all "fixtures" and trade equipment in question are attached to the building as per the lease are the property of the landlord. The space was leased by me with the stipulation that all was to stay the same as it could not be removed without damage. All other fixtures, décor, trade equipment was purchased by me and (illegible) my property."* How many leases did you sign Melanie? Was "*the stipulation that all was to stay the same as it could not be removed without damage*" made after or before I was illegally locked out so Ash Knightley and yourself could be enriched with my stolen personal custom trade equipment/fixtures? Who told you "*all fixtures and trade equipment in question attached to the building as per the lease are the property of the landlord*"? Who told you my trade equipment/fixtures could not be removed without damage? I need to know who told you these blatant, out-right lies.

Actually, Melanie I know who told you those lies, it's criminal Ash Knightley. Do you know what the lease signed between myself 'the tenant' and Ash Knightley 'the landlord' says? The agreement clearly states trade equipment/fixtures are the assets of 'the tenant'. Obviously, from the stipulation GREEDY LIAR Ash Knightley has added to your lease he doesn't want anyone profiting from the tens of thousands in personal property he stole from me. You need to be aware there were experts in commercial construction hired to fit that room. They knew exactly how to attach my trade equipment/fixture assets to the walls to allow the least amount of damage upon the removal of my personal trade's property! If liar, criminal and thief Ash Knightley claims nothing could be taken off the walls without damage then why was the FIREPLACE & MY SINK removed? Everything attached to the walls at 594 Head Street could have been removed like the fireplace & sink and its removal would have produced the same amount of damage LITTLE TO NONE! Do you understand? Looks like I have no choice but to subpoena violent psychopath & criminal Ash Knightley in this extremely serious felonious matter to get to the bottom of all the lies the two of you feel the need to tell. Under oath if you or Ash Knightley lie I will call each of out on every lie because it is unethical, unlawful and illegal to perjure yourselves [Deuteronomy 19:16 Exodus 23:1](#).

Are you aware the commercial lease I signed three times unequivocally states the trades equipment/fixtures are my assets of which I have every right to remove upon my exit? Have you spoken to any other commercial leaseholders Melanie? All commercial leases are the same, everything attached to the space used for the tenant's trade is the personal property of the leaseholder NOT '*the landlord*'. Do you understand? In order for you to have any defense for using

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my stolen personal, custom designed trade equipment/fixtures you will be forced to ask Ash Knightley to produce **a contract with my signature** that states in plain language I am gifting him tens of thousands of dollars of my real personal property which would then [modify](#) the original leases. Are you aware Melanie that a contract, agreement or even a statement to which a misunderstanding has arisen is void/non-binding if one of the parties is under (verb) [pressure](#) or dictionary.com/duress? You will never be able to get a signed contract between myself 'the tenant' and Ash Knightley 'the landlord' stating I gifted him tens of thousands of dollars worth of my custom, personal property, my trade equipment/fixtures because I know the Truth. I know that document does not exist because I would never gift my personal property or anything belonging to me to someone as vile as violent criminal Ash Knightley.

Let's tell the Truth Melanie, Ash Knightley took photographs of my business, posted them online to attract someone in the same trade to gain a new "*leaseholder*" paying more rent as soon as possible. Within a week he had a new leaseholder. You believe you have the right to use my trade equipment/fixtures without paying for my property? Would you like me to treat you that way? Your belief is unethical, unlawful & illegal. I will be producing for the court an email from Ash Knightley you wanted to buy my equipment. You didn't have to pay for my property did you Melanie? After amending the lease to allow to October 31 2018 to vacate Ash Knightley illegally locked me out mid-October (his second breach of contract) from my assets, my stolen property so he could allow you free use of MY PERSONAL property. Now you are both making BIG MONEY using my stolen trades equipment/fixtures along with my stolen time & business building expertise.

I will be producing for court the lease I repeatedly signed clearly stating the trade equipment/fixtures are my property of which there is NO misunderstanding. I have an email where I professionally and courteously notified Ash Knightley in plenty of time as to the Truth in order to notify you that my trades equipment/fixtures, MY property would be removed from the space by October 31 2018 so you could spend tens of thousands hiring contractors, electricians, plumbers, trades persons, pick out cabinetry, pick out and buy paint to repaint the space, pick out and buy wall decoration, sinks, mirrors, lights to refit with YOUR trades equipment/fixtures before you could start your business in your new location. I had professional help to leave the room in appropriate condition, with little to no damage for the new leaseholder. The Truth is you would have NEVER leased that room unless you were illegally promised my STOLEN trade's property!

What you owe and why:

IMPORTANT NOTE: Rate of inflation since 2013 to October 2018 has not been calculated into the damages caused by the defendant. Melanie if you had to hire the same expert commercial tradespersons and buy the same trade equipment/fixtures today it would cost a whole lot more than in 2013. That is why in unalienable Reality Law you owe an additional 20% for the harm you have caused by your illegal actions. Do you understand?

Melanie Titizian aka "Wave hair salon" owes \$23,802.20 plus 20% \$4,760.44 = **\$28,562.64**

May 13 to July 3 2013--8 hours per day 49 days business building expertise @ \$30 per hour **\$11,760.00** Listen Melanie you need to become aware of *lega*/Maxims [maxim](#) in Commerce: The worker is worthy of their hire [Exodus 20:15](#) [Leviticus 19:13](#) [Matthew 10:10](#). I could charge what

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you charge for your 'tradesperson' expertise which is \$50 or more an hour but instead I've shown you something you haven't show me which is consideration and mercy by only charging \$30 an hour for my unmatched standard of details and performance in business construction.

Construction costs, materials, wall décor, lights, hardware, paint, door signs etc. **\$11,315.56**

Stainless steel sink **\$450.64**

Stainless steel drain grate for sink **\$150.00**

Cubbie Shelf in the bathroom #EC-4816 **\$126.00**

I am obligated by duty to teach you, like all I deal with, unalienable Law of which you clearly are not aware nor do you adhere to in your daily life and dealings with others. Most importantly "**do unto others as you'd have them do unto you**" [Matthew 7:12](#). Do you believe you have the right to benefit from tens of thousands of dollars worth of my trade equipment/fixtures without compensating me for my assets or my time? Would you like me to treat you that way? I would never do to you what you have done to me because I'm not sick [sick+need+a+doctor](#). Who is the doctor? The Common Law [tanach](#) which is the Way, the Truth & the Life is the doctor. From your reply I can already assess you are [dishonest liar](#) in other words nothing you say or present as your defense can or will be [trusted](#). From your reply I understand you believe, like liar and criminal Ash Knightley you have the right to benefit from assets that are not your property [do+not+steal](#).

I know you do not understand your obligation to unalienable Law to not only restore what you are unethically, unlawfully and illegally using to enrich yourself but your responsibility to pay an additional 20% as it is written [an+additional+20+percent](#) for the harm you have caused by aiding & abetting criminal and liar Ash Knightley. Do you understand that ignorance of the Law [unintentionally](#) is no excuse therefore not an acceptable defence? If you were deceived by liar and thief Ash Knightley that is between you 'the tenant' and your 'landlord' and as such you have a Claim of Action against 'the landlord' for fraud. Being deceived by 'the landlord' criminal Ash Knightley does not release you from your [redress](#) obligation for the harm you have caused me, the plaintiff. You should have been more diligent in doing your research before signing an agreement to use my stolen trades equipment and fixtures. You have no defense as my contact information was plainly visible at 594 Head Street when you looked at the room. You using tens of thousands of dollars worth of my assets for free requires [remedy](#) as soon as possible.

Do you know what that room was when I leased it in 2013 Melanie? It was four empty white walls. I was downtown last week noticing all unleased commercial spaces were completely void of counters, sinks, hardware, wall décor because former leaseholders have THE RIGHT to remove their assets/property upon the end of their agreement. There is no way around this Melanie so what are you planning on doing? Borrowing for the harm you have caused me from family, friends, or perhaps getting a bank loan? If you are foolish enough to want to take this matter before the court you are required to provide a copy of this PDF to Ash Knightley as he will be involved in the court proceedings as I need to get to the bottom of all the lies you 'the tenant' and he 'the landlord' have submitted in your response. I will be providing receipts/invoices for the assets that have been stolen. You will receive disclosure after a date has been set for court. Unless you'd like to avoid court and agree to pay for the harm as set out in the Action. Do you understand?

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ok for tenant's right to remove fixtures in BC

have been much relaxed. Tenants for years may take down, such useful and necessary erections as they have put up, during their term, for the benefit of their trade or manufacture, they may (see Miller v. Chipman, at the end of this chapter,) remove ornamental marble chimney pieces, wainscots secured by screws, cider mills and corn mills, brewers vats, &c. but erections for agricultu-

or tenant's right to remove fixtures in BC

Items found in and on the land

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and pots/fixtures), *Berkley v Poulett* (1976) (statue and sundial/chattels), *Elitestone Ltd v Morris* (1997) (bungalow resting on its own weight/fixture), *Chelsea Yacht and Boat Co Ltd v Pope* [2001], *Mew v Trismire* [2011].

ii) Special rules apply to domestic fixtures in the home (*TSB Bank v Botham* [1996]), although the key issue is still whether the object intended to provide a lasting improvement to the home.

4 Tenants have the right to remove certain fixtures called 'tenant's fixtures':

- i) ornamental and domestic fixtures (*Spyer v Phillipson* [1931]);
- ii) trade fixtures (*Young v Dalgety* [1987]);
- iii) certain agricultural fixtures.

Tenants are under a duty to make good any damage (*Mancetter Development Ltd v Garmanson Ltd* (1986)).

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1. Ownership of the leasehold

improvements – The basic common law principle relating to leasehold improvements is that whatever is fixed to the freehold of land becomes part of it. Therefore, depending on what improvements are made, the subtenant may be foregoing ownership of the proposed additions to the land and building. Fixtures placed on leased land become part of the freehold property of the landlord. This occurs automatically by operation of law. The parties can, however, make an agreement regarding the rights in fixtures effective only as between themselves. Such an agreement will not affect the rights of third parties.

It may be helpful to add an example to clarify what is a fixture. If a leasehold improvement can be removed without damaging the structure or violating the terms of the lease, the tenant or subtenant has the right to remove it when he or she leaves. For example, the owners of a spa could opt to take their hot tubs, saunas, and body treatment equipment with them, stripping the space so that it looks like it did originally. On the other hand, if a tenant or subtenant installs an air conditioning or heating system on the premises, removing the system would very likely damage the structure, and so the leasehold improvement is considered the property of the landlord.

lease. Almost everything that a tenant attaches to real estate can be deemed its trade fixture.

The tenant's intent is the key factor in deciding whether it is a permanent fixture or the tenant's trade fixture.

As you can see this exception has usurped that black letter law. When a tenant attaches items to a building for the purpose of carrying on its trade, that item is considered the tenant's trade fixture. Under the law, a tenant is allowed to remove one's trade fixture from the realty as long it is something that the tenant placed on the real estate. Removal is allowed as long as the real estate is in the same condition as it was when the tenant moved into the space and the removal doesn't damage the property. Thus, if the tenant installs a ceiling fan above the tenant's desk, the tenant is allowed to remove that ceiling fan.

When a commercial tenant vacates the commercial property that he has been leasing, he can remove all of his personal property and some "trade fixtures" that were located on the premises. Trade fixtures are removable personal property that a tenant attaches to leased land for business purposes, such as a display counter. For a commercial tenant to be able to remove a trade fixture, the item in question must be:

- Necessary for the business of the tenant,
- Removable without damage to the property, and
- Removed from the property within a proper time.

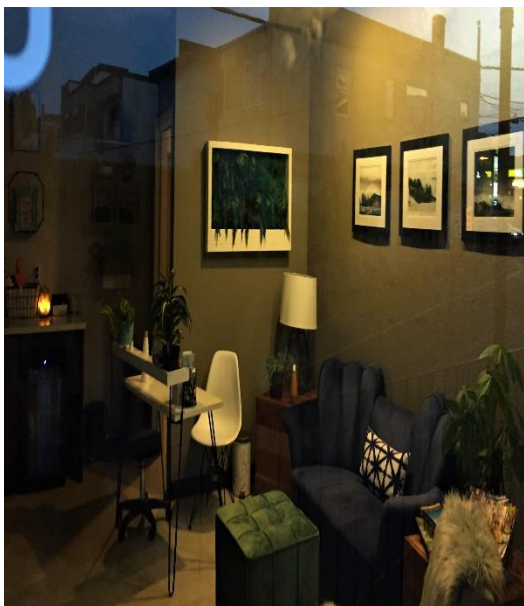
If a trade fixture does not meet these three requirements, it will become the property of the commercial property owner when the commercial tenant moves out, even if it was installed by the tenant. Trade fixtures in commercial leases are different from fixtures in residential leases, in that commercial tenants sometimes have the right to install and remove trade fixtures.

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Property is either "real property" or "personal property." Real property is "immovable" and includes land and buildings. Personal property is "movable" and includes furniture, fixtures, and equipment the tenant uses in its trade or business and is entitled to remove at lease expiration. Such personal property usually is defined as a "trade fixture." Unfortunately—and the source of almost all ownership disputes in this area—real property also includes property that in fact can be removed but is "affixed" to or



In the photo above right THIS PROVES MY STOLEN PERSONAL PROPERTY, MY TRADE'S PERSON SINK & PRE-RINSE HAS BEEN REMOVED so Melanie the benefactor of MY STOLEN ASSETS could add herself a sink. THIS PROVES ASH KNIGHTLEY IS A THIEF, CRIMINAL AND LIAR! ASH KNIGHTLEY HAS BEEN RECORDED IN EMAILS CLAIMING NOTHING COULD BE REMOVED FROM THE WALLS BECAUSE IT WOULD DAMAGE THE BUILDING AND WHY HE HAD THE RIGHT TO STEAL TENS OF THOUSANDS OF DOLLARS WORTH OF MY PERSONAL TRADES EQUIPMENT/FIXTURE PROPERTY to give to his new "leaseholder" to make HIMSELF MORE MONEY! What was done with MY SINK AND PRE-RINSE? Did CRIMINAL, COMPULSIVE LIAR, GUILTY OF THEFT OVER FIVE THOUSAND ASH KNIGHTLEY SELL IT TO MAKE HIMSELF EVEN MORE WEALTHY USING MY STOLEN PERSONAL PROPERTY? Well I guess we'll get to the bottom of all these CRIMES, BREACHES OF CONTRACT & COMPULSIVE LIES etc. IN COURT WHERE I CAN CATCH YOU LIARS & THIEVES IN PERSON TO HAVE YOUR LIES WRITTEN ON THE RECORD!



Melanie Titizian didn't have to hire painters, pick out and buy paint because she is benefitting from all my hard work and money spent FOR FREE! What do you and Ash Knightley have to say for yourselves Melanie? You would have NEVER rented that space unless you were promised my custom, personal trades equipment and trades fixtures, plus all my hard work STOLEN FROM ME BY **EVILDOER** ASH KNIGHTLEY!

You and your partner in corruption Ash Knightley clearly have LOTS OF MONEY Melanie so I will pursue both of you until I am restored for the crimes you both have felt the need to commit against me and my assets. The two of you liars should get your lies straight before you get to court. **Do you and CRIMINAL PUKE Ash Knightley understand?**