APRIL 06 ,2026

COURT FILE NO :CL-26-00000053-0000

SUPERIOR COURT OF JUSTICE
ONTARIO

AIDE-MÉMOIRE OF THE DEFENDANT SYED TARIQ IZHAR

TO: Her Honour FROM: SYED TARIQ IZHAR (Self-Represented Defendant)
COURT FILE NO.: CL-26-00000053-0000
CASE NAME: LJM Developments (Hamilton) Inc. v. Syed Tariq Izhar
HEARING DATE:April 08, 2026

1. OVERVIEW

This matter arises from a dispute concerning a pre-construction Agreement of Purchase and Sale ("APS") dated April 11, 2022, for Unit 217 (formerly Unit 218) at 2782 Barton Street East, Hamilton, Ontario.
The Defendant, Syed Tariq Izhar, filed a Statement of Defence and Counterclaim asserting his statutory and contractual right to rescind the APS due to material changes made by the Plaintiff, LJM Developments (Hamilton) Inc., without proper written notice.
At this hearing, the Defendant respectfully seeks confirmation of her right to rescind the APS and requests the return of all deposits paid in the total amount of $50,995.00, together with statutory pre-judgment and post-judgment interest.

2. CORE ISSUES FOR THIS HEARING

a. Whether the Plaintiff's changes to the Unit's layout constitute a "material change" under the Condominium Act, 1998 and the APS.
b. Whether the Plaintiff provided proper written notice of the material change as required by the Act and the APS.
c. Whether the Defendant was therefore entitled to rescind the APS and recover his deposits.

3. CONCISE FACTUAL SUMMARY

(a) APS Signed – April 11, 2022
The original layout (Suite 218, later renumbered 217) promised:
● 3 bedrooms
● 3 attached bathrooms
● 1 separate powder room
● **Total: 4 washrooms**

The inclusion of a separate powder room was a key inducement for the Defendant's purchase decision. It was particularly important for accommodating guests and preserving family privacy, as it allowed visitors to use a separate facility without entering private bedroom spaces.

(b) Deposits Paid (Confirmed by Forms 4)
● $5,000.00 received May 4, 2022
● $20,497.50 received May 4, 2022
● $25,497.50 received October 11, 2022
Total deposits paid: $50,995.00

(c) Changes Discovered – October 7, 2024 (Pre-Delivery Inspection)

At the Pre-Delivery Inspection ("PDI"), the Defendant discovered that:
● The separate powder room had been completely eliminated.
● One bedroom no longer had an attached bathroom.
● The Unit was reduced from four (4) washrooms to three (3) washrooms total.

(d) No Prior Written Notice

The Plaintiff did not provide formal written notice of this significant change prior to the PDI, nor was the Defendant given the 10-day statutory opportunity to rescind upon notice of a material change.

(e) Defendant's Position

The reduction from four washrooms to three washrooms — including the elimination of the separate powder room — constitutes a material change that fundamentally alters:
● The layout and configuration of the Unit
● Its intended functionality
● The privacy structure of the home
● Its overall value and marketability
The absence of a powder room significantly affects daily living and guest accommodation. Visitors must now use bathrooms located within or directly connected to private bedroom areas, materially altering the nature and character of the Unit as originally purchased.
(f) Plaintiff's Response
The Plaintiff disputed the materiality of the change, offered alternative units (which were declined), and ultimately terminated the APS on September 10, 2025, while attempting to retain the Defendant's deposits.

4. DEFENDANT'S LEGAL POSITION

a. Pursuant to Paragraph 47 of the APS and Section 74 of the Condominium Act, 1998, where a vendor makes a material change, the purchaser must be provided with written notice and afforded a 10-day right to rescind.
b. A reduction in the number of washrooms from four (4) to three (3), particularly the elimination of a separate powder room, is substantial and objectively material.
c. The Plaintiff failed to provide the required written notice of this material change.

d. This failure constitutes a breach of both the APS and the Condominium Act, 1998.
e. The Defendant was therefore legally entitled to rescind the APS and recover her deposits.

5. RELIEF SOUGHT

The Defendant respectfully requests that this Honourable Court grant:
a. A declaration that the reduction from four (4) washrooms to three (3) washrooms — including the complete elimination of the separate powder room, which was vital for guest use and the preservation of family privacy — constitutes a material change under the APS and the Condominium Act, 1998.
b. A declaration confirming the Defendant's valid rescission of the APS due to this unnotified material change.
c. An Order directing the Plaintiff to return all advanced deposits paid by the Defendant, totaling $50,995.00, together with pre-judgment and post-judgment interest at the statutory rate.
d. The Defendant's costs of this action.
All of which is respectfully submitted.
/s/ SYED TARIQ IZHAR
Self-Represented Defendant
Date:April 06, 2026

LJM DEVELOPMENTS (HAMILTON) INC. V. Izhar

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PROCEEDING COMMENCED
AT TORONTO

AIDE MEMOIRE (April 08 Hearing)

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