

**SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY**

SEP 18 2017



S-178727

**NO.  
VANCOUVER REGISTRY**

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN:**

**JENNIE KA YU WU**

**PLAINTIFF**

**AND:**

**JOHNNY CHU AKA JOHNNY PAK-SHING CHU**

**DEFENDANT**

**NOTICE OF CIVIL CLAIM**

[Rule 22-3 of the Supreme Court Civil Rules applies to all forms.]

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) File a response to civil claim in Form 2 in the above-named registry of this court within the time for a response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to File the response to civil claim within the time for response to civil claim described below.**

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of

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- America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
  - (d) if the time for response to civil claim has been set by order of the court, within that time

## **CLAIM OF THE PLAINTIFF**

### **PART I: STATEMENT OF FACTS**

1. The Plaintiff JENNIE KA YU WU is a business woman and resides at Flat B, 4/F Block 4, The Grand Panorama, 10 Robinson Road, Hong Kong.
2. The Defendant JOHNNY PAK SHING CHU is an airline flight attendant and resides at 7488 Langton Road, Richmond BC V7C 4B5. (hereinafter as “7488 Langton Property”).
3. The Plaintiff has two children from a previous marriage that was dissolved in 2005.
4. The Defendant has one child from a previous marriage that was dissolved in 2009.
5. The Plaintiff and the Defendant were acquaintances who met through mutual friends in October 2014.
6. On or about early November 2016, they began dating after meeting again at the Business Class Section on the Plaintiff’s flight back to Hong Kong from Vancouver, BC where the Defendant was a flight attendant at this Section.
7. On or about August 3, 2017 the parties were separated when the Defendant notified the Plaintiff through electronic chat message that their relationship was over (the Separation Date”).
8. During their dating period from November 2016 until the Separation Date (the “Relationship Period”) the Plaintiff and the Defendant would have overnight stays at each other’s residences in Hong Kong and in Vancouver, BC but did not live or reside together in a marriage like relationship.
9. As a citizen and resident of Hong Kong with frequent business dealings here in Vancouver, BC, the Plaintiff desired to purchase a property here in Canada so that can be her home whenever she was in Canada during her business trips.

10. However, as a foreigner she would have had to pay the 15% Foreign Property Buyer's Property Transfer Tax that was introduced in the summer of 2016.
11. The Defendant was aware of the Plaintiff's wishes to purchase a home and the Defendant and the Plaintiff began to discuss how the Defendant would be able to assist her in the purchase of this home, knowing that the eventual home will be the sole property of the Plaintiff.
12. A realtor was engaged by the Defendant on the Plaintiff's behalf, namely Gary Ma, of Pacific Place (Art ) Realty (the "Realtor") who was in contact with both the Plaintiff and the Defendant, and was fully aware of the intention of the parties for the eventual home that the Defendant purchased for the Plaintiff, namely:

LEGAL DESCRIPTION:

PID 029-735-335.

Lot B Section 13 Block 4 North Range 7 West New Westminster District Plan  
EPP55719

(Hereinafter referred to as the "Property")

13. An offer to purchase the Property was given to and accepted by the Vendors, along with various deposits for the purchase (collectively referred to as the "Deposit") given to the Vendor through funds derived from the Plaintiff's sources in Hong Kong.
14. On or about February 27, 2017 the purchase of the Property with a mortgage from Bank of Montreal (the "Mortgage") was completed through the offices of Jeffrey Lam, Notary Public, under Form A Transfer No. CA5839174, Form B Charge No. CA5839175, and Assignment of Rents Charge No. CA5839176 (the "Transfer Documentation").
15. The purchase price for the Property and all closing costs, including the Deposit, were all paid through cash from the Plaintiff, with the Defendant contributing none of his monies from any of his sources towards the purchase of the Property.
16. Since the purchase of the Property, the Defendant has since lived in this Property until the present unless he was working on a flight as part of his job as a flight attendant.

17. Upon the Defendant's notification to the Plaintiff that their relationship was over on the Separation Date, the Plaintiff has made repeated demands for the Defendant to vacate the Property and to take steps to transfer the Property back to the Plaintiff, but despite repeated demands, the Defendant has refused to leave and to take steps to transfer the Property back to the Plaintiff.
18. The Plaintiff has paid for all of the expenses relating to the Property, including but not limited to, the payments for the Mortgage, and the property taxes for the year 2017, without any contribution from the Defendant.
19. The Plaintiff continues to reside in the Property whenever she is here in Canada, though the Plaintiff and the Defendant do not sleep together but separately on different beds.

## PART II: RELIEF SOUGHT

1. A declaration that the Defendant Johnny Pak Shing Chu holds the entirety of Property on a constructive trust for the Plaintiff.
2. A declaration that the Plaintiff and the Defendant were not spouses as defined in the *Family Law Act*;
3. Certificate of Pending Litigation to be registered against the Property, namely, 7488 Langton Road, Richmond BC V7C 4B5 and having the following legal description:  
PID 029-735-335.  
Lot B Section 13 Block 4 North Range 7 West  
New Westminster District Plan EPP55719
4. An Order granting the Plaintiff exclusive possession of the Property;
5. An order granting the Plaintiff conduct of sale for the Property;
6. Compensation to the Plaintiff for unlawful occupation of the Property;
7. Punitive or exemplary Damages;
8. Costs;
9. Such further and other relief as the nature of this case may require and this Honourable Court may seem just.

**PART III:                   LEGAL BASIS**

1. The Plaintiff and the Defendant have been involved in a romantic relationship since they began dating on or about early November, 2016 until they separated on August 3, 2017, and although at times they resided in the same residence, sometime in Hong Kong when the Defendant is on a lay-over in Hong Kong, or in Canada when the Plaintiff is visiting Canada for business, they (a) have not lived together for two years nor (b) when they did live together, it was not “in a marriage like relationship” as defined in the *Family Law Act* and as such the Defendant has no right or interest in any the legal or beneficial interest in Property.
2. The Defendant agreed to act for the Plaintiff as an agent in purchasing the Property which included obtaining the Mortgage, and thereby is on title and holds the Property on a constructive trust for the Plaintiff in accordance with s.215(a) of the *Land Title Act*;
3. Upon demand, the Defendant has refused to transfer title back to the Plaintiff, to vacate the premises as requested, and has resided illegally in the Plaintiff’s Property, and is therefore liable to the Plaintiff for rent or compensation for the Defendant’s unauthorised occupation of the Property;

Plaintiff’s Address for Service:                   IVEN K.S TSE  
701 – 601 West Broadway,  
Vancouver, B.C. V5Z 4C2

Fax Number address for Service (If any)       (604) 877-0330

Email Address for Service (if any):           iven@itlawcorp.com

PLACE OF TRIAL:                                   Vancouver,   British Columbia

DATED:    August 30, 2017



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**Solicitor: IVEN TSE**

PLAINTIFF    LAWYER FOR THE PLAINTIFF

## APPENDIX

### PART I: CONCISE SUMMARY OF THE NATURE OF CLAIM

The Defendant agreed to purchase the Property at 7488 Langton Road, Richmond BC V7C 4B5 on behalf of the Plaintiff; the Plaintiff has now demanded the return and transfer of the title of the Property back to the Plaintiff but the Defendant has not only refused to transfer title, he has also refused to vacate the Property.

### PART 2: THIS CLAIM ARISES FROM THE FOLLOWING

The parties were involved in a romantic relationship that did not amount to a common spouse relationship or a marriage like relationship as defined in the *Family Law Act*, during which the Defendant purchased the Property on behalf of the Plaintiff and now refuses to transfer the Property back to the Plaintiff now that their romantic relationship has been terminated.

### PART 3: THIS CLAIM INVOLVES:

Claims against Real Property.

### PART 4: (SPECIFY ENACTMENTS BEING RELIED UPON

*The Family Law Act*  
*Land Title Act*

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**IVEN K.S. TSELAW CORPORATION**  
Barrister & Solicitor  
701 – 601 West Broadway,  
Vancouver, B.C. V5Z 4C2

File 2017-284/ WU

AGENTS: DYE & DURHAM