

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

BETWEEN:

**EQUITABLE BANK**

Applicant

-and-

**ALIREZI MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE ESTATE OF  
NGA TU TRUONG**

Respondent

**MOTION RECORD OF THE RECEIVER  
(returnable December 6, 2024)**

November 28, 2024

**WERIFOULDS LLP**  
Barristers and Solicitors  
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**TO: ATTACHED SERVICE LIST**

## SERVICE LIST

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

BETWEEN:

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Applicant

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**ALIREZI MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE ESTATE OF  
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Respondent

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# TAB 1

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

BETWEEN:

**EQUITABLE BANK**

Applicant

-and-

**ALIREZI MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE ESTATE OF  
NGA TU TRUONG**

Respondent

**NOTICE OF MOTION  
(returnable December 6, 2024)**

BDO Canada Limited (“**BDO**”), in its capacity as the Court-appointed Receiver (in such capacity, the “**Receiver**”), without security, of all assets, undertakings and properties of Alireza Maleki in his capacity as estate trustee of the estate of Nga Tu Truong (the “**Debtor**”) related to the real property located at 1201 St. Clair Avenue West, Toronto, Ontario (together, the “**Property**”), will make a motion to a Judge presiding over the Commercial List on Friday, December 6, 2023 at 12:00 p.m. or as soon after that time as the motion can be heard.

**PROPOSED METHOD OF HEARING:** The motion is to be heard by video conference at the following location:

Judicial videoconference link to be provided in CaseLines.

**THE MOTION IS FOR** an Order substantially in the form set out in Tabs 3 of the Receiver's Motion Record, including, amongst other things:

- (a) validating service and dispensing with further service such that the motion is properly returnable on the date that it is heard;
- (b) requiring the occupant of the Property (the “**Occupant**”) to deliver to the Receiver vacant possession of the Property within 10 days of the date of the order sought on this motion;
- (c) granting the Receiver leave to issue a Writ of Possession for the Property;
- (d) approving the report of the Receiver dated November 27, 2024 (the “**First Report**”) and the activities described therein; and
- (g) such other relief as the Receiver may advise and this Honourable Court may permit.

**THE GROUNDS FOR THE MOTION ARE:**

- (a) On October 24, 2024, the Honourable Justice Conway appointed BDO as the Receiver, without security, of the Property (the “**Appointment Order**”);
- (b) The Property is comprised of the real property known municipally as 1201 St. Clair Ave. West, Toronto, Ontario and assets, undertakings, and properties of the Debtor related thereto;
- (c) The Property is a 2-storey retail street facing building consisting of a vacant commercial unit and a number of residential units;

- (d) One or more of the residential units are occupied by the Occupant;
- (e) The Property is subject to a first ranking mortgage in favour of the applicant, Equitable Bank;
- (f) There are a number of serious issues with the Property including:
  - i. The gas utility to the property was disconnected prior to the receivership and the Property is without a source of heat;
  - ii. The Occupant has not paid rent for years;
  - iii. As of March 2024, the Occupant was in arrears in excess of \$43,724, with the current amount being materially higher;
  - iv. The Occupant is allegedly breeding pit bull dogs;
  - v. The Occupant is allegedly occupying more than just one residential unit;
  - vi. The Occupant is denying access to the Property including, but not limited to, the unit that the Occupant initially rented; and
  - vii. The Receiver is unable to obtain property insurance with the Occupant present in the Property.
- (g) Despite numerous attempts the Receiver has been unable to serve the Occupant with the appointment order or to discuss the Property with the Occupant;
- (h) As a result of the issues set out above, the Receiver is unable to fulfill its mandate and the creditors are prejudiced;



- (i) Section 207 of the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17; and
- (j) Such further and other grounds as counsel may advise and this Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

- (a) the First Report, inclusive of the appendices; and
- (b) such further and other material as counsel may submit and this Court may permit.

Dated: November 28, 2024

**WERIFOULDS LLP**

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**TO: ATTACHED SERVICE LIST**

**EQUITABLE BANK**

Applicant

- and -

**ALIREZA MALEKI IN HIS CAPACITY AS ESTATE  
TRUSTEE OF NGA TU TRUONG**

Respondent

Court File No.: CV-24-00728653-00CL

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

**(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**NOTICE OF MOTION**

**WEIRFOULDS LLP**

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***Lawyers for the Receiver***

# TAB 2

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**BETWEEN:**

**EQUITABLE BANK**

Applicant

- and -

**ALIREZA MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE  
ESTATE OF NGA TU TRUONG**

Respondent

**FIRST REPORT TO THE COURT  
SUBMITTED BY BDO CANADA LIMITED,  
IN ITS CAPACITY AS COURT APPOINTED RECEIVER**

**November 27, 2024**

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- Appendix II - Lexine Maleki L1 Landlord and Tenant Board Application
- Appendix III - Landlord and Tenant Board Order dated May 21, 2024
- Appendix IV - Receiver's email correspondences to Jose R. Quintanilla

## INTRODUCTION AND PURPOSE OF REPORT

### Introduction

1. By Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (the “**Court**”) dated October 24, 2024 (the “**Appointment Order**”), BDO Canada Limited (“**BDO**”) was appointed as the Court-appointed receiver and manager (in such capacity, the “**Receiver**”) of the assets, undertakings and properties of Alireza Maleki in his capacity as estate trustee of the estate of Nga Tu Truong (“**Maleki**”), pursuant to the application made by Equitable Bank. A copy of the Appointment Order is attached as **Appendix “I”**.
2. Maleki is the former husband of the late Nga Tu Truong and the trustee of the estate of Nga Tu Truong (the “**Estate**” or “**Truong**”). Truong is the sole registered owner of the real property municipally known as 1201 St. Clair Avenue West, Toronto, Ontario (the “**Real Property**”). The Real Property is a 2-storey retail street facing building consisting of:
  - A vacant commercial unit on the main, inclusive of a lower level storage space;
  - One residential unit on the lower level; and
  - Two residential units on the second level.
3. The Real Property is vacant with the exception of a single residential tenant, Jose R. Quintanilla (“**Jose**” or the “**Tenant**”) who has allegedly not paid rent for years, who has caused significant damage to the Real Property, and who appears to be illegally breeding pit bulls.
4. Previous attempts to evict the Tenant have been unsuccessful for reasons discussed below.
5. The Real Property is subject to a first ranking mortgage granted in favour of Equitable Bank (“**Equitable**”) as security for a mortgage loan extended by Equitable to Truong. As of September 23, 2024, the Estate was indebted to Equitable in the aggregate amount of approximately \$421,608.84.
6. The Appointment Order empowered and authorized, but did not obligate the Receiver to, among other things:
  - i. Take possession of and exercise control over the Real Property and any and all proceeds, receipts and disbursements arising out of or from the Real Property;

- ii. Market the Real Property on such terms and conditions of sale as the Receiver deems appropriate;
  - iii. Sell, convey, transfer, lease or assign the Real Property;
  - iv. Apply for any vesting order or other orders necessary to convey the Real Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Real Property; and
  - v. Report to, meet and discuss with such affected Persons (as defined in the Appointment Order), as the Receiver deems appropriate on all matters relating to the Real Property and the receivership proceedings.
7. This first report of the Receiver dated November 27, 2024 (the “**First Report**”), and other court materials and orders issued and filed in these receivership proceedings, are available on the Receiver’s case website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/truong>.

#### **Purpose of this Report**

8. The purpose of this First Report is to:
- (a) update the Court on the Receiver’s activities since the date of its appointment;
  - (b) request one or more Orders, *inter alia*:
    - (i) Approving this First Report and the conduct and activities of the Receiver detailed herein;
    - (ii) Requiring the Tenant to deliver to the Receiver vacant possession of the Real Property within 10 days of the date of the Order;
    - (iii) Granting the Receiver leave to issue a Writ of Possession for the Real Property; and
    - (iv) Authorizing such further and other relief as counsel may advise and this Honourable Court may permit.



## Scope and Terms of Reference

9. The First Report has been prepared for the use of this Court as general information relating to the Real Property and to assist the Court in making a determination on whether to grant the relief sought herein. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this First Report for a purpose different than set out in this paragraph.
10. Except as otherwise described in this First Report:
  - (a) The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
  - (b) The Receiver has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.

Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information except as expressly stated herein.

11. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

## ACTIVITIES OF THE RECEIVER

12. Since its appointment, the Receiver has, *inter alia*:
  - a) attempted to serve the Appointment Order upon Jose on various occasions;
  - b) attended the Real Property and inspected accessible areas;
  - c) made numerous, unsuccessful, attempts to contact Jose;
  - d) arranged for general liability insurance;
  - e) arranged for twice weekly inspections of the vacant commercial space;

- f) prepared and mailed statutory notices pursuant to sections 245 and 246 of the *Bankruptcy and Insolvency Act* (“**BIA**”);
- g) attempted to obtain the assistance of Toronto Animal Control to assist with Tenant interaction and alleged pit bull breeding;
- h) Attempted to engage with Toronto Police Services to assist with Tenant interaction; and
- i) communicated and kept Equitable Bank updated on Receiver’s attempts to communicate with Tenant and certain issues identified with the Real Property.

#### **THE REAL PROPERTY**

- 13. The Real Property is the only known and identified tangible asset of the estate of Nga Tu Truong.
- 14. As previously mentioned, the Real Property is a 2-storey retail street facing building consisting of:
  - A vacant commercial unit on the main, inclusive of lower level storage space (“**Commercial Unit**”);
  - One residential unit on the lower level; and
  - Two residential units on the second level (the “**Residential Units**”)
- 15. Unopened Canada Post mail was littered in the front entrance of the Commercial Unit, including mail belonging to the Tenant.
- 16. The gas utility to the Real Property was disconnected prior to these receivership proceedings and as a result, the Real Property is without a source of heat.
- 17. Additionally, the Receiver found a complaint filed by the Tenant with the Electrical Safety Authority (“**ESA**”) dated March 27, 2024. The Tenant reported to the ESA that he noticed sparking from the electrical panel and other issues. ESA closed the file as “No results found”.

18. At the time of the Appointment Order, the sole occupant of the Real Property is believed to be Jose, occupying the Residential Units. Jose has allegedly not paid rent for years. Jose has not acknowledged these receivership proceedings and has not paid rent to the Receiver.
19. The Commercial Unit was previously operated as a restaurant. The commercial tenant vacated prior to the Appointment Order. Certain inventory remains such as chest freezers, as a well as fryers containing used oil.
20. Several electrical elements of the Real Property are not in service, including the power to one chest freezer. As a result, the food contents of chest freezer have spoiled and is emitting a noxious odour. The Receiver has requested a quote to have the chest freezers and rotting contents removed.
21. The Receiver further identified loose hanging electrical wires in the electrical room and is in the process of having a qualified electrician perform a safety inspection.
22. The rear of the Real Property abuts an ally way. Two entrance doors lead into the Real Property. One door appears to allow access to the Residential Units. The other entrance door is for the Commercial Unit. The door leading to the Commercial Unit has evidence of tampering and it appears someone has attempted to break in. Deadbolts had been installed on the interior of the door, preventing access for the time being.
23. The Residential Units overhang the ground floor Commercial Units creating a car port like environment at the rear of the Real Property. The drywall ceiling in front of the rear door believed to be leading to the Residential Units shows damage, including an opening cut into the drywall. Additionally, there are brown smears across the ceiling, potentially dog feces. Garbage cans at the rear contained “doggy” bags full of waste and excrement.
24. The Receiver knocked on the rear entrance door for the Residential Units and barking dogs immediately ran to the door. The Tenant did not open the door or acknowledge the knocking.
25. At the time of the Appointment Order the Real Property was uninsured. The Receiver arranged for general liability insurance, however, was unable to obtain property coverage due to the current issues with the Real Property and the squatting Tenant.
26. The insurers advised property insurance would be available once the Tenant is removed from the Real Property.

27. The Receiver has arranged for twice weekly inspections of the Commercial Unit and Real Property to confirm no further break in attempts or prejudice is done to the Real Property.

## THE TENANT

### *Attempts to contact the Tenant*

28. The Receiver has been unsuccessful in its attempts to contact and communicate with the Tenant, believed to be Jose R. Quintanilla.
29. On March 19, 2024, Lexine Maleki (daughter of the late Nga Tu Truong and then estate trustee) filed an L1 form with the Landlord Tenant Board (“LTB”) for the eviction of Jose. The L1 form reported rent arrears of \$43,724 to February 28, 2024. Monthly rent is reportedly \$2,000. A copy of the L1 is attached as **Appendix ‘II’**.
30. The application before the LTB was heard on May 8, 2024. Neither the Tenant nor Lexine Maleki were present at the hearing. Accordingly, the application was dismissed. A copy of the May 21, 2024 order dismissing the application is attached as **Appendix ‘III’**.
31. The Receiver attended the Real Property on the day of its appointment. Two cameras were placed outside of the front of the Real Property, presumably by the Tenant. The Receiver knocked on the Tenant’s door, called up to the open second floor window, called the Tenant at their last known phone number and sent text messages to the same cell phone number.
32. All attempts to contact the Tenant went unanswered. The sound of dogs was evident.
33. The Receiver left a copy of the Appointment Order and its contact information lodged in the front entrance door of the Residential Units.
34. The Receiver continued to call, left voice messages and sent text messages to Jose, which continued to go unanswered.
35. The Receiver’s November 13, 2024 text message to Jose came back immediately as “Message send failure undelivered”.
36. The Receiver called the number subsequent to the message failure notice and the phone line was operational. The Receiver left a further message.

37. The Receiver sent emails to Jose's last known email address on October 31, November 5 and November 18. The email correspondences included, among other things, a copy of the Appointment Order, request for access to arrange for the gas and full hydro utility services to be restored and inspection of the Residential Units. The Receiver's correspondence further advised Jose that in its opinion he was occupying the Real Property unlawfully. Copies of the Receiver's email correspondences are attached as **Appendix 'IV'**.
38. As of the date of this First Report, Jose never responded or acknowledged the emails. The Receiver's emails did not bounce back and, accordingly, are assumed to have been delivered.
39. The Receiver has exhausted all available avenues in an effort to contact the Tenant.

*Requested Assistance of the Authorities*

40. The Appointment Order authorized the assistance of the Toronto Police Services ("TPS") and Toronto Animal Control ("TAC") in fulfilling the Receiver's mandate.
41. The Receiver contacted the TAC who advised there is nothing they can do and would not attend without the assistance of the TPS in any event. They acknowledged complaints on file for the Real Property. The Receiver has requested this information under a Request for Information ("RFI"). As of the date of this First Report, no information has been received under the RFI.
42. The Receiver called the TPS non-emergency line (as it was directed to do) on several occasions. Each time the Receiver was on hold for 2+hours and eventually terminated the phone call due to a lack of answer.
43. On November 1, 2024, the Receiver attended Division 13 of the TPS to seek assistance. The attending officer advised the Receiver they are unable to dispatch police from the police station and would need to call the non-emergency line which the Receiver had previously attempted to call.
44. The officer further advised the Receiver the TPS would not attend without the TAC.
45. The officer did advise there are prior incidents reported in the file by the landlord, however, would not provide more details.

46. The Receiver has exhausted all avenues to contact and communicate with the Tenant, and has not been successful in obtaining the assistance of specific authorities to assist in accessing the Residential Units for inspection, etc.

## **CONCLUSIONS**

47. As reported above, there is currently no gas utility service to the Real Property. As a result, the Real Property is without a source of heat. Additionally certain hydro electrical services appear to be out of order.
48. Winter and cold temperatures are approaching and the Receiver is concerned the lack of heat may potentially cause damage to the Real Property through frozen and broken water pipes, etc. The main water supply to the Real Property cannot be turned off. The Real Property is adjoining other retail properties and contains a sprinkler system to help manage any fire outbreaks. Turning off the water main would compromise the sprinkler system and would not be authorized by Toronto Fire.
49. Additionally, the lack of heat is a potential threat to the Tenant's health and safety. The Receiver is further concerned what steps the Tenant may take to keep himself and the dog(s) warm, which may further compromise the Real Property and neighbouring properties.
50. The Tenant has ignored the Appointment Order and all attempts by the Receiver to communicate. Rent has not been paid in years and the rent arrears to November 2024 is estimated to be \$61,534.
51. Equitable advises that it has not received any payments under the mortgage since the passing of Nga Tu Truong in or around September 8, 2023. Presumably the municipal property taxes have also not been paid and continue to accrue.
52. Finally, due to the current situation with the Tenant, no insurance company is willing to provide property coverage. Creditors remain exposed to loss, as does the Estate.
53. The Receiver is unable to fulfil its mandate under the current conditions. Additionally, the creditors of the Estate continue to be prejudiced by Jose's actions.

## RECOMMENDATIONS

54. The Receiver recommends and respectfully requests that this Honourable Court make an Order as requested in paragraph 8(b) above.

All of which is respectfully submitted this 27<sup>th</sup> day of November 2024.

**BDO CANADA LIMITED**  
in its capacity as Court-Appointed Receiver  
and without personal or corporate liability

A handwritten signature in dark ink, appearing to read 'P. Naumis', is positioned above a horizontal line.

---

Name: Peter Naumis, B. Comm., CIRP, LIT  
Title: Vice President

# APPENDIX I



**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE  
JUSTICE CONWAY

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)  
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THURSDAY, THE 24<sup>TH</sup>  
DAY OF OCTOBER, 2024

B E T W E E N:

EQUITABLE BANK

Applicant

and

ALIREZA MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE  
ESTATE OF NGA TU TRUONG

Respondent

APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*,  
RSC 1985, C. B-3, AS AMENDED AND SECTION 101 OF THE COURTS OF JUSTICE ACT,  
R.S.O. 1990, C.C.43

**ORDER  
(appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “CJA”) appointing BDO Canada Limited as receiver and manager (in such capacities, the “Receiver”) without security, of all of the assets, undertakings and properties of Alireza Maleki in his capacity as estate trustee of the estate of Nga Tu Truong (the “Debtor”) related to the real property located at 1201 St. Clair Avenue West, Toronto, Ontario (the “St. Clair Property”) was heard this day by Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Rose Gallo sworn October 9, 2024 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, the proposed Receiver and Alireza Maleki, no one appearing for Canada Revenue Agency although duly served as appears from the Affidavit of Service of Karen A. Fox sworn October 9, 2024 and on reading the Consent of BDO Canada Limited to act as the Receiver,

### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO Canada Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor related to the St. Clair Property (the "Property").

### **RECEIVER'S POWERS**

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, including, without limitation, the Debtor's bank accounts related to the Property wherever located;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage the Property, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor related to the Property;
- (d) to take such steps as are necessary to obtain vacant possession of the Property, including takings such steps as are necessary to remove the occupant or occupants of the Property, with the assistance of City of Toronto Animal Services, Toronto Police Services or this Court;
- (e) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, property managers, real estate agents/brokers, and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to operate the Property;

- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor related to the Property, including, without limitation, any rents, and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (h) to settle, extend or compromise any indebtedness owing to the Debtor related to the Property;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required.

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a Purchaser or Purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (q) to enter into agreements with any Trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for the Property; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former employees, agents, accountants and legal counsel and all other persons acting on its instructions or behalf, and (iii) any occupants of the Property and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “Persons” and each being a “Person”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Property and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “Records”) in that Person’s possession or control, and

shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS THAT the Toronto Police Service and any other police services having jurisdiction in the City of Toronto be, and hereby are, authorized to assist the Receiver in the carrying out its duties under this Order.

### **NO PROCEEDINGS AGAINST THE RECEIVER**

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal, including but not limited to any proceeding under the *Occupiers' Liability Act*, RSO 1990, c O.2 (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor related to the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the Debtor or the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.



### **NO INTERFERENCE WITH THE RECEIVER**

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

### **CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the Supplier or service provider and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this

Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “Post Receivership Accounts”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### **PIPEDA AND CASL**

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “Sale”). Each prospective Purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The Purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

15. THIS COURT ORDERS that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service

shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements which the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 18000-2-175 (SOR/DORS).

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “Possession”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “Environmental Legislation”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER’S LIABILITY**

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, including, without limitation, any liability arising from taking possession or control of the Property or dealing with the tenants or other occupants of the Property and any liability for injuries from dog bites or otherwise, save

and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the Wage Earner Protection Program Act. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

18. THIS COURT ORDERS that any liability under paragraph 17 herein shall in any event be limited to the extent of any realization on the Property.

### **RECEIVER'S ACCOUNTS**

19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

20. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a Judge of the Commercial List of the Ontario Superior Court of Justice.

21. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and

charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

### **FUNDING OF THE RECEIVERSHIP**

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “Receiver’s Borrowings Charge”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. THIS COURT ORDERS that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “A” hereto (the “Receiver’s Certificates”) for any amount borrowed by it pursuant to this Order.

25. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

## **SERVICE AND NOTICE**

26. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements>.

27. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or

facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

## **GENERAL**

28. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

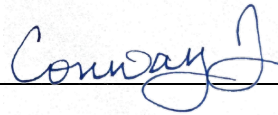
29. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a Trustee in bankruptcy of the Debtor.

30. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

31. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the proceeds from the realization of the Property with such priority and at such time as this Court may determine.

33. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

A handwritten signature in blue ink, appearing to read "Conway", is written over a horizontal line.



**SCHEDULE “A”**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. ^

AMOUNT \$ ^

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the “Receiver”) of the assets, undertakings and properties Alireza Maleki in his capacity as estate trustee of the estate of Nga Tu Truong related to the real property located at 1201 St. Clair Avenue West, Toronto, Ontario (the “Property”) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “Court”) dated the ^ day of October, 2024 (the “Order”) made in an application having Court file number CV-24-00728653- 00CL, has received as such Receiver from the holder of this certificate (the “Lender”) the principal sum of \$^, being part of the total principal sum of \$^ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the ^ day of each month] after the date hereof at a notional rate per annum equal to the rate of ^ per cent above the prime commercial lending rate of Bank of ^ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

1. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
2. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
3. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
4. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_, day of October, 2024.

BDO CANADA LIMITED, solely in its capacity as  
Receiver of the Property, and not in its personal  
capacity

Per:

---

Name: Peter Naumis, B. Comm., CIRP, LIT  
Title: Vice President, Business  
Restructuring & Turnaround Services

EQUITABLE BANK

Applicant

-and-

ALIREZA MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE  
OF THE ESTATE OF NGA TU TRUONG

Respondent

Court File No. CV-24-00728653- 00CL

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**ORDER**

**FOGLER, RUBINOFF LLP**

Lawyers

77 King Street West

Suite 3000, P.O. Box 95

TD Centre North Tower

Toronto, ON M5K 1G8

**Catherine Francis (LSO# 26900N)**

cfrancis@foglers.com

Tel: 416-941-8861

Lawyers for the Applicant

# APPENDIX II



## **PLEASE READ AS THE LTB'S PROCEDURE HAS BEEN UPDATED**

### **Video Conference Hearings or Telephone Hearings**

You must complete this form and email (or mail or courier) to the Landlord and Tenant Board (LTB) at least **five days** before your hearing if you have made an L1 or an L9 application to the LTB.

This form must also be given to the tenant(s) at least **five days** before your hearing.

The information on this form lets the LTB know if anything has changed since you filed your application.

The LTB requires this form to make a decision about your application.

### **In-Person Hearings (for special accommodation)**

You must provide information that is up to date as of the hearing day, so you must complete this form before your hearing. You must bring **three paper copies** of this form to the hearing – one for the LTB, one for your tenant, and one for your records.

The information on this form lets the LTB know if anything has changed since you filed your application.

The LTB requires this form to make a decision about your application.

### **Important:**

If you attend the hearing and you have not submitted the completed L1/L9 Information Update form, the adjudicator may refuse to hold the hearing. Your completed L1/L9 Information Update sheet must be submitted to the LTB and the tenant at least five days before the hearing to ensure your hearing is held.

An electronic version of this form is on the LTB website under the "Other Forms" section:  
[tribunalsontario.ca/ltb/forms/](https://tribunalsontario.ca/ltb/forms/)

**Landlord's Name:** \_\_\_\_\_ **File No:** \_\_\_\_\_

**Tenant's Name:**

**Rental Unit Address:** \_\_\_\_\_

Complete all **10 sections** of this form. If you check **Yes**, because something has changed **since the date the application was filed**, fill in the details in the space provided on the form. You can attach additional sheets, if necessary.

<b>SINCE THE APPLICATION WAS FILED:</b>			<b>FILL IN DETAILS ONLY IF INFORMATION HAS CHANGED</b>		
<b>1. Has the Tenant moved out of the unit?</b> <input type="radio"/> No <input type="radio"/> Yes    ►			When? (dd/mm/yyyy):		
<b>2. Has the monthly rent charged to the Tenant changed from what was shown on the application?</b> <input type="radio"/> No <input type="radio"/> Yes    ►			The new rent is: \$ _____	Date rent changed (dd/mm/yyyy): _____	
<b>3. Has the rent deposit changed? OR Have you paid interest on the rent deposit?</b> <input type="radio"/> No <input type="radio"/> Yes    ►			Amount held now: \$ _____	Interest paid for the period: _____ to _____ dd/mm/yyyy                      dd/mm/yyyy	
<b>4. After you filed the application, did you receive any additional payments?</b> <input type="radio"/> No <input type="radio"/> Yes    ►			Amount of payment: \$ _____	Date payment made (dd/mm/yyyy):	
			\$ _____		
			\$ _____		
<b>TOTAL ADDITIONAL PAYMENTS THE TENANT MADE:</b>			\$ _____		
<b>5. After you filed the application, has any new rent become due?</b> <input type="radio"/> No <input type="radio"/> Yes    ►			Additional rent owing: \$ _____	Date rent was due (dd/mm/yyyy):	
			\$ _____		
			\$ _____		
<b>6. TOTAL AMOUNT YOU BELIEVE THE TENANT OWES FOR ARREARS ONLY as of the end of this month.</b> (Do <b>NOT</b> subtract the last month's rent deposit or interest you owe on it, do <b>NOT</b> include the application filing fee, and do <b>NOT</b> include any NSF fees.)				<b>\$</b> **Subtotal of arrears only owed**	
<b>7. Are there new NSF/administration charges that were not listed on the application?</b> <input type="radio"/> No <input type="radio"/> Yes    ▼					
NSF cheque amount: \$ _____	Cheque date: (dd/mm/yyyy)	NSF charge date: (dd/mm/yyyy)	Bank NSF charge amount: \$ _____	Administration charge: (Max. \$20 / cheque) \$ _____	Total charge \$ _____
\$ _____			\$ _____	\$ _____	\$ _____
			Total of NSF charges on application		\$ _____
			Total of <b>all NSF charges</b> including NSFs from application		\$ _____
<b>8. Do you want the Board to order the Tenant to pay you the application fee?</b> <input type="radio"/> No <input type="radio"/> Yes Shade the appropriate circle: <input type="radio"/> \$201 (regular fee) <input type="radio"/> \$186 (e-File fee) <input type="radio"/> \$190 (previous regular fee) <input type="radio"/> \$175 (previous e-File fee)					
<b>9. GRAND TOTAL YOU BELIEVE THE TENANT OWES INCLUDING ALL FEES.</b> (This <b>INCLUDES</b> arrears, NSF fees and the application filing fee. The last month's rent deposit should <b>NOT</b> be deducted and no other fees/costs should be included.)				<b>\$</b> ***Grand Total Requested***	
<b>10. Section 83 of the <i>Residential Tenancies Act, 2006</i>, requires the Board to consider whether to refuse or delay the Tenant's eviction, even if the Tenant owes rent. (See the explanation of section 83 on the other side of this sheet.)</b>  <b>Are there any circumstances about this tenancy you think the Board should be aware of before making a decision about evicting the Tenant?</b>  <input type="radio"/> No <input type="radio"/> Yes    ► If you check <b>Yes</b> , you must provide details on the other side of this form.					


**You must complete the Declaration and sign the other side of this form.**

If you checked "Yes" for question 10, give the details:

**DECLARATION AS TO TRUTH OF INFORMATION CONTAINED IN THIS DOCUMENT**

To the best of my knowledge and belief, the information contained in this form is true as of the date of the hearing of this application. I make this Declaration conscientiously knowing that it is of the same force and effect as if made under oath or affirmation.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature:  \_\_\_\_\_ ☐ Landlord ☐ Representative

Note: It is an offence under the *Residential Tenancies Act, 2006*, to file false or misleading information in any material provided to the Board.

**Section 83 of the *Residential Tenancies Act, 2006* (RTA)**

**The Board may decide to delay or refuse to order the tenant's eviction**

Section 83 of the RTA requires that the Landlord and Tenant Board have regard to all circumstances where an application to evict a tenant is made to the Board. This means the Board must consider the circumstances of both the tenant and the landlord when making a decision on an application to evict a tenant.

After reviewing all circumstances at a hearing for an eviction application, the Board may decide to delay a tenant's eviction, or, if it is not unfair to do so, the Board may decide to refuse to order the tenant's eviction and allow the tenant to stay in the rental unit.

If the tenant is present at their Board eviction hearing, they may tell the Board about circumstances that they think provides a reasonable argument why their eviction should be delayed or refused. For example:

- the tenant lost their job and owes rent, but got a new job and will be able to repay the landlord very soon;
- someone has agreed to loan the tenant the money to pay the arrears; or,
- the tenant has a disability or chronic illness that will make finding a new rental unit more difficult.

If a tenant does not appear at their eviction hearing, the Board must still have regard to both the landlord's and tenant's circumstances, and will ask the landlord to provide any information about this they may have.

If a landlord has provided information about circumstances relevant to section 83, but believes that the Board should order eviction because to do otherwise would be unfair, the landlord can explain this in the box too.

**The Board must refuse to order the tenant's eviction**

Section 83 of the RTA states that the Board must refuse to evict a tenant where the Board is satisfied that the landlord:

- currently is seriously in breach of their responsibilities under the RTA or under the tenancy agreement;
- made the application because the tenant complained to a government authority about health, safety, housing or maintenance issues related to their rental unit or residential complex;
- made the application because the tenant has attempted to secure or enforce their legal rights;
- made the application because the tenant is a member of a tenant's association or is trying to organize one; or,
- made the application because there are children in the rental unit, even though the number of children occupying the rental unit is not considered by law to be overcrowding.

# APPENDIX III





## **Order under Section 69 Residential Tenancies Act, 2006**

**Date:** 2024-05-21

**File Number:** LTB-L-087091-23

**In the matter of:** A-2, 1201 ST CLAIR AVE W  
TORONTO ON M6E1B5

**Between:** Lexine Maleki

**And**

Jose Quintanilla

I hereby certify this is a  
true copy of an Order dated

**MAY 21, 2024**

Landlord and Tenant Board

Landlord

Tenant

Lexine Maleki (the 'Landlord') applied for an order to terminate the tenancy and evict Jose Quintanilla (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 8, 2024.

Neither the Landlord nor the Tenant was present or represented at the hearing as of 10:23 AM although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing.

### **Determinations:**

1. Since the Landlord did not attend the hearing to support their application, I find that this application has been abandoned.

### **It is ordered that:**

1. The application is dismissed.

**May 21, 2024**

**Date Issued**

**Curtis Begg**

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor  
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

# APPENDIX IV

Naumis, Peter

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From: Naumis, Peter  
Sent: November 18, 2024 9:45 AM  
To: veesantosquintanilla@gmail.com  
Subject: RE: 1201 St. Clair Ave West, Toronto, Ontario (the "Property")  
Attachments: 0026 Receivership Order (St. Clair Property)- 2024-10-24.pdf

Importance: High

Mr. Quintanilla, I am following up on my email below. Attached is another copy of the Court Order appointing BDO as receiver. I direct you to paragraphs 4 & 5 requiring you to co-operate, which to date you have not. At this time you are in contempt of a court order, which we will bring to the court's attention.

I implore you to call the Receiver to make arrangements to, among other things, view the apartments, arrange for the utility services to be turned back on and discuss your occupation.

Regards,

Peter Naumis, B. Comm., CIRP, LIT  
Vice President, Business Restructuring & Turnaround Services  
Financial Advisory Services  
Direct: (905) 615-6207  
BDO Canada Limited

360 Oakville Place Drive,  
Suite 500  
Oakville, Ontario  
L6H 6K8  
Tel: 905 615 8787  
Fax: 905 615 1333  
[www.bdo.ca](http://www.bdo.ca)

 Before you print think about the environment

'The information contained in this email is confidential information intended only for the addressee(s). If you have received this communication in error, please immediately notify me by telephone at the above noted number (collect if necessary) and delete or destroy any copies of it. Thank you.'

---

From: Naumis, Peter  
Sent: Tuesday, November 5, 2024 9:21 AM  
To: veesantosquintanilla@gmail.com  
Subject: RE: 1201 St. Clair Ave West, Toronto, Ontario (the "Property")  
Importance: High

Mr. Quintanilla, despite our numerous attempts to contact you, we have still not had a response. We implore you to contact us immediately to arrange access to the Property for utilities services to be restored and to discuss your unauthorized occupancy. Please contact me prior to end of day Wednesday November 6, 2024. Failing which we will be bringing an application to court for specific relief, including the assistance of the Sheriff for your immediate eviction from the Property.

Alternatively, the Receiver is open to discussing a cash payment for your voluntary and immediate vacancy of the Property.

Regards,

Peter Naumis, B. Comm., CIRP, LIT  
Vice President, Business Restructuring & Turnaround Services  
Financial Advisory Services  
Direct: (905) 615-6207  
BDO Canada Limited

360 Oakville Place Drive,  
Suite 500  
Oakville, Ontario  
L6H 6K8  
Tel: 905 615 8787  
Fax: 905 615 1333  
[www.bdo.ca](http://www.bdo.ca)

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---

From: Naumis, Peter  
Sent: Thursday, October 31, 2024 5:27 PM  
To: [veesantosquintanilla@gmail.com](mailto:veesantosquintanilla@gmail.com)  
Subject: 1201 St. Clair Ave West, Toronto, Ontario (the "Property")  
Importance: High

Mr. Quintanilla, as you may be aware on October 24, 2024, the Ontario Superior Court of Justice issued an Order appointing BDO Canada Limited as receiver of the Property. We have attempted to contact you on numerous occasions, including telephone, text messaging and attendance at the Property. You have not responded and have not been co-operative. The Receiver requires immediate access to the Property to, among other things, assess the state of repair of the apartments and arrange for the gas utility to be reconnected. Additionally, we understand you have been occupying the Property unlawfully.

Please contact me at the number below immediately to discuss the current situation and to arrange access. Alternatively we will be seeking the co-operation of the Toronto Police Services and/or further order of the Courts.

Regards,

Peter Naumis, B. Comm., CIRP, LIT  
Vice President, Business Restructuring & Turnaround Services  
Financial Advisory Services  
Direct: (905) 615-6207  
BDO Canada Limited

360 Oakville Place Drive,  
Suite 500  
Oakville, Ontario  
L6H 6K8  
Tel: 905 615 8787  
Fax: 905 615 1333  
[www.bdo.ca](http://www.bdo.ca)

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# TAB 3

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) FRIDAY, THE 6<sup>TH</sup>  
 )  
JUSTICE ) DAY OF DECEMBER, 2024  
 )

B E T W E E N:

**EQUITABLE BANK**

Applicant

- and –

**ALIREZI MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE ESTATE OF  
NGA TU TRUONG**

Respondent

**ORDER**

THIS MOTION, made by BDO Canada Limited in its capacity as the Court-appointed receiver and manager (in such capacity, the “**Receiver**”), without security, of all assets, undertakings and properties of Alireza Maleki in his capacity as estate trustee of the estate of Nga Tu Truong (the “**Debtor**”) related to the real property located at 1201 St. Clair Avenue West, Toronto, Ontario (together, the “**Property**”), for an order:

1. validating service and dispensing with further service such that this motion is properly returnable on the date that it is heard;
2. requiring the occupant of the Property (the “**Occupant**”) to deliver to the Receiver vacant possession of the Property within 10 days of the date of the Order;
3. granting the Receiver leave to issue a Writ of Possession for the Property; and

4. approving the activities of the Receiver as set out in the report of the Receiver dated November 27, 2024 (the "**First Report**"),

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report and on hearing the submissions of counsel for the Receiver, no one else appearing although served as evidenced by the Affidavit of [NAME] sworn [DATE], filed;

1. THIS COURT ORDERS that service of the Notice of Motion and Motion is validated and further service is dispensed with such that this motion is properly returnable today.

2. THIS COURT ORDERS that the Occupant deliver to the Receiver vacant possession of the Property within 10 days of the date of this Order;

3. THIS COURT ORDERS that leave is granted to issue a Writ of Possession in favour of the Receiver for the premises described as:

PIN: 21316-0236 (LT)

Description: PT LT 24-25 PL 1360 TORONTO AS IN CT590018; CITY OF TORONTO

Address: 1201 St. Clair Avenue West, Toronto

4. THIS COURT ORDERS that the First Report and the activities of the Receiver, as set out in the First Report, are hereby approved.

---



**EQUITABLE BANK**

Applicant

- and -

**ALIREZA MALEKI IN HIS CAPACITY AS ESTATE  
TRUSTEE OF NGA TU TRUONG**

Respondent

Court File No.: CV-24-00728653-00CL

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**ORDER**

**WEIRFOULDS LLP**  
Barristers and Solicitors  
66 Wellington Street West, Suite 4100  
P.O. Box 35, Toronto-Dominion Centre  
Toronto, ON M5K 1B7

**Wojtek Jaskiewicz (LSO #49809L)**  
[wjaskiewicz@weirfoulds.com](mailto:wjaskiewicz@weirfoulds.com)

Tel: 416-365-1110

**Lawyers for the Receiver**

**EQUITABLE BANK**

Applicant

- and -

**ALIREZA MALEKI IN HIS CAPACITY AS ESTATE  
TRUSTEE OF NGA TU TRUONG**

Respondent

Court File No.: CV-24-00728653-00CL

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

**(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**MOTION RECORD OF THE RECEIVER**

**WEIRFOULDS LLP**

Barristers and Solicitors  
66 Wellington Street West, Suite 4100  
Toronto-Dominion Centre  
P.O. Box 35  
Toronto, ON M5K 1B7

**Wojtek Jaskiewicz (LSO #49809L)**

[wjaskiewicz@weirfoulds.com](mailto:wjaskiewicz@weirfoulds.com)

Tel: 416-365-1110

**Lawyers for the Receiver**