

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and

PATTENDEN HOLDINGS INC. and JASON DANIEL PATTENDEN

Respondents

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

**FACTUM OF THE RECEIVER, BDO CANADA LIMITED**

**FOGLER, RUBINOFF LLP**

Lawyers  
Scotia Plaza  
40 King Street West, Suite 2400  
P.O. Box #215  
Toronto, ON M5H 3Y2

**Scott R. Venton (LSO# 43383R)**

Tel: 416.941.8870  
Fax: 416.941.8852  
sventon@foglers.com

**Ding Han (LSO# 91043P)**

Tel: 416-864-9302  
Fax: 416-941-8852  
dhan@foglers.com

Lawyers for the Receiver

TO: **SERVICE LIST**

AND TO: **LECLAIR FINANCIAL PLANNING INC.**  
Unit 5 3146 Laura Drove  
Chelmsford, ON, P0M 1L0  
Tel: 705.855.4571  
leclair\_financial\_chelmsford@cooperators.ca

## **PART I - INTRODUCTION**

1. BDO Canada Limited ("**BDO**"), in its capacity as court-appointed receiver (the "**Receiver**") of all of the assets, undertakings and properties of Pattenden Holdings Inc ("**Pattenden Holdings**"), including the real property municipally known as 3650 Errington Avenue, Chelmsford, Ontario P0M 1L0 ("**Errington** "), seeks:

- (a) An Order (the "**Writ of Possession Order**"):
  - (i) that the Receiver is entitled to vacant possession of Unit 11 ("**Unit 11**") of Errington;
  - (ii) that Jason Daniel Pattenden shall vacate Unit 11 and Errington by no later than 4:00 p.m. on December 16, 2025;
  - (iii) that the Receiver be granted leave to issue a writ of possession directed to the Sheriff of The City of Sudbury against Unit 11 of the lands and premises legally described as:

PIN 73351 – 0254 LT

DESCRIPTION OF THE PROPERTY: PCL 17284 SEC SWS; PT  
LT 2 CON 4 BALFOUR AS IN LT171233 EXCEPT PT 1 SR2192;  
GREATER SUDBURY;

Address: 3650 Errington Avenue, Chelmsford, Ontario P0M 1L0

(iv) that Jason Daniel Pattenden, his agent(s) and any related part(ies) are hereby prohibited from trespassing on Errington after vacant possession of Unit 11 is delivered to the Receiver pursuant to the terms of this Order.

(b) An Order ("**Disclosure Order**"):

(i) ordering Mr. Pattenden to disclose, within 7 days of the date of the Order, any and all information and provide any and all documents in his custody or possession relating to Errington, including but not limited to those listed in Schedule "B" to the Notice of Motion herein; and

(ii) ordering Leclair Financial Planning Inc. ("**Leclair**") to disclose, within 7 days of the date of the Order, any and all information and provide any and all documents in its custody or possession relating to any and all insurance policies, past and present, any way relating to Errington, including but not limited to copies of all applicable insurance policies, payments of premiums, claims made on the applicable insurance policies, the date and the reasons of cancellation or lapse of coverage.

## PART II - FACTS

### *Errington*

2. Errington, a multifamily rental property, is the principal asset of this receivership. Errington has 14 separate rental units. Nine are occupied by tenants (the "**Tenants**"). Four of the units are vacant. Mr. Pattenden is currently occupying the remaining unit, Unit 11.<sup>1</sup>

3. Mr. Pattenden is the director of and the controlling mind of Pattenden Holdings.<sup>2</sup>

4. Since the Receiver's appointment over Errington pursuant to Justice MacNeil's Order (the "**Appointment Order**") dated September 23, 2025, the Receiver, among other things,

- (a) informed Mr. Pattenden of the Receiver's appointment over Errington and asked Mr. Pattenden to provide documents and records relating to Errington;<sup>3</sup>
- (b) instructed counsel to request Mr. Pattenden to remove himself from Errington voluntarily, given his obstructionist conduct described below;<sup>4</sup>
- (c) retained Richmond Advisory Services Inc. as property manager (the "**Property Manager**") over Errington and instructed the Property Manager to effect possession of Errington by changing locks to the front entrance of Errington and its rental units;<sup>5</sup> and

---

<sup>1</sup> First Report of the Receiver Dated November 18, 2025 (the "**First Report**") at paras 8 – 10, Motion Record of the Receiver returnable December 4, 2025 ("**MR**"), Tab A.

<sup>2</sup> First Report at para 12, MR Tab B.

<sup>3</sup> First Report at paras 13 - 14, MR Tab B; Appendix "1" to MR, Tab B2.

<sup>4</sup> First Report at para 23, MR Tab B; Appendix "7" to MR, Tab B7.

<sup>5</sup> First Report at para 16, MR Tab B.

- (d) instructed the Property Manager to create its own rent rolls for Errington, after it became apparent that documents and records, including any rent roll, relating to Errington were not forthcoming from Mr. Pattenden, despite the Receiver's request.<sup>6</sup>

5. Despite the above efforts of the Receiver to effect possession of and exercise control over Errington, Mr. Pattenden continued to interfere with the Receiver by:

- (a) failing to disclose and provide documents relating to Errington to the Receiver;<sup>7</sup>
- (b) harassing Tenants of Errington and demanding rental payments to be made to himself, and on at least one occasion attempting to force entry into a rental unit in an attempt to demand rent payment;<sup>8</sup>
- (c) allowing non-tenants inside Errington who were reported to have used narcotics inside Errington;<sup>9</sup>
- (d) repeatedly demanding the Property Manager to provide him with keys to Errington's rental units;<sup>10</sup> and
- (e) attempting to hire a realtor and list Errington for sale.<sup>11</sup>

---

<sup>6</sup> First Report at para 17, MR Tab B.

<sup>7</sup> First Report at para 17, MR Tab B.

<sup>8</sup> First Report at para 19 a), MR Tab B; Appendix "3" to MR, Tab B3.

<sup>9</sup> First Report at para 19 c), MR Tab B; Appendix "5" to MR, Tab B5.

<sup>10</sup> First Report at para 19 d), MR Tab B.

<sup>11</sup> First Report at para 22, MR Tab B; Appendix "6" to MR, Tab B6.

6. Mr. Pattenden never responded to the Receiver's request for Mr. Pattenden to remove himself from and keep out of Errington.<sup>12</sup>

7. Mr. Pattenden currently occupies Unit #11 of Errington without a lease and has never paid rent to the Property Manager or the Receiver.<sup>13</sup>

8. The Receiver believes that Mr. Pattenden's conduct, continued occupation and control over Errington violates the Appointment Order, undermines the operation of Errington as a rental property, the principal asset in this receivership, and prejudices the Tenants, creditors and other stakeholders.<sup>14</sup>

#### *Insurance for Errington*

9. Following its appointment, the Receiver reached out to its contact at Co-operators General Insurance Company and was advised by the same that there was a current insurance policy for Errington and that the policy was with Leclair, an insurance brokerage located at Unit 5 3146 Laura Dr, Chelmsford, Ontario.<sup>15</sup>

10. The Receiver repeatedly reached out to Leclair requesting documents relating to the said policy. However, Leclair refused to provide any documents, other than advising verbally over the phone that there was no current policy on Errington. The Receiver asked Leclair to confirm that there was no policy on Errington in writing. This request was also ignored.<sup>16</sup>

---

<sup>12</sup> First Report at para 24, MR Tab B.

<sup>13</sup> First Report at para 20, MR Tab B.

<sup>14</sup> First Report at para 26, MR Tab B.

<sup>15</sup> First Report at para 29, MR Tab B; Appendix "8" MR Tab B8.

<sup>16</sup> First Report at paras 30 - 32, MR Tab B; Appendix "9" MR Tab B9.

11. Without a way to confirm whether there is in fact coverage for Errington, the Receiver obtained interim insurance out of caution, at a cost of \$3,770.28 per month.<sup>17</sup>

### **PART III - STATEMENT OF ISSUES, LAW & AUTHORITIES**

12. The issues to be determined on this motion are as follows:

- (a) Should the Writ of Possession Order be granted?
- (b) Should the Disclosure Order be granted?

#### *The Writ of Possession Order*

13. Rule 60.03 provides that an order for the recovery or delivery of the possession of land may be enforced by a writ of possession.

14. Ontario courts have held that, for the purposes of Rule 60.03, a receivership order and the vacant possession order (sought on this motion) may be enforced by a writ of possession.<sup>18</sup>

15. A writ of possession may be issued pursuant to Rule 60.10 only with the leave of the court.

Rule 60.10(2) provides as follows:

60.10 (2) The court may grant leave to issue a writ of possession only where it is satisfied that all persons in actual possession of any part of the land have received sufficient notice of the proceeding in which the order was obtained to have enabled them to apply to the court for relief.

16. It is submitted that the requirements under Rule 60.10 (2) have been met.

---

<sup>17</sup> First Report at para 33, MR Tab B.

<sup>18</sup> *Kim (Re)*, [2022 ONSC 2731](#) at paras 19 – 24, and *KingSett Mortgage Corporation v. 30 Roe Investments Corp.*, [2023 ONSC 3323](#) at paras 56 – 59.

17. The Appointment Order entitles the Receiver to take possession of and exercise control over Errington.<sup>19</sup>

3. THIS COURT ORDERS that the Receiver is 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 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...

...

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) 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.

18. This Court has the jurisdiction to grant the relief sought by the Receiver on this motion. Although the *Residential Tenancies Act* ("**RTA**") applies with respect to rental units in residential complexes, the Receiver submits that there is no lawful occupant or "tenant" of Unit 11 within the meaning of the *RTA* or otherwise because contrary to the definition of "tenant" in the *RTA*, Mr. Pattenden who occupies Unit 11 has never paid any rent to the Receiver, nor is he a party to a tenancy agreement with Pattenden Holdings or the Receiver.<sup>20</sup>

19. Mr. Pattenden was served with the notice of this receivership application and with the Appointment Order.<sup>21</sup> Moreover, the Receiver served Mr. Pattenden with a letter requesting Mr.

---

<sup>19</sup> Appendix "1" MR Tab B1; MR pages 26 – 27.

<sup>20</sup> First Report at para 20, MR Tab B.

<sup>21</sup> Lawyer's Certificate of Service of Bart Sarsh, dated September 9, 2025.

Pattenden to remove himself from and keep out of Errington, which was ignored by Mr. Pattenden.<sup>22</sup> Mr. Pattenden was also served with the Receiver's motion materials for this motion.

20. Despite having taken steps to effect possession and control of Errington and requesting Mr. Pattenden to remove himself or vacate and keep away from Errington, Mr. Pattenden still has access to Errington, continues to occupy Unit 11 of Errington and has interfered with the Receiver as set out in paragraph 5 above of this Factum. The Receiver also requests an order prohibiting Mr. Pattenden from trespassing on Errington after possession of Errington is delivered to the Receiver pursuant to the Writ of Possession Order. It is submitted that this Court has jurisdiction to grant such a prohibition as it is relief ancillary to the powers or jurisdiction provided for in the Appointment Order. In particular, under paragraph 3 (b) of the Appointment Order, the Receiver is expressly empowered and authorized to "protect the Property".

#### *Disclosure Order*

21. The Appointment Order provides:<sup>23</sup>

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 business or affairs of the Debtor, 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-

---

<sup>22</sup> First Report at para 24, MR Tab B.

<sup>23</sup> Appendix "1" MR Tab B1; MR page 31.

client communication or due to statutory provisions prohibiting such disclosure [emphasis added]

22. Pattenden Holdings as the Debtor is a Person as defined by the Appointment Order. As the director and controlling mind of Pattenden Holdings, Mr. Pattenden, having had notice of this receivership proceeding, the Appointment Order, and the Receiver's request for him to disclose and provide documents relating to Errington, failed to provide the requested documents. The Disclosure Order as relating to Mr. Pattenden is necessary to enforce the terms of the Appointment Order.

23. Leclair is a Person as defined by the Appointment Order. Leclair, having had notice of the Appointment Order and the Receiver's requests for documents relating to Errington's insurance policies, failed to provide the requested documents. The Disclosure Order as relating to Leclair is necessary to enforce the terms of the Appointment Order.

#### **PART IV - ORDER REQUESTED**

24. The Receiver respectfully recommends and requests the Orders sought in this motion.

**ALL OF WHICH IS RESPECTFULLY SUBMITTED** this 26<sup>th</sup> day of November, 2025.



---

**Fogler, Rubinoff LLP**  
Lawyers for the Receiver,  
*BDO CANADA LIMITED*

**FOGLER, RUBINOFF LLP**

Lawyers  
Scotia Plaza  
40 King Street West, Suite 2400  
P.O. Box #215  
Toronto, ON M5H 3Y2

**Scott R. Venton (LSO# 43383R)**

Tel: 416.941.8870

Fax: 416.941.8852

[sventon@foglers.com](mailto:sventon@foglers.com)

**Ding Han (LSO# 91043P)**

Tel: 416-864-9302

Fax: 416-941-8852

[dhan@foglers.com](mailto:dhan@foglers.com)

Lawyers for the Receiver

**SCHEDULE “A”**

**LIST OF AUTHORITIES***Cases Cited*

1. *Kim (Re)*, [2022 ONSC 2731](#);
2. *KingSett Mortgage Corporation v. 30 Roe Investments Corp.*, [2023 ONSC 3323](#).

## SCHEDULE "B"

### TEXT OF STATUTES, REGULATIONS & BY - LAWS

#### Residential Tenancies Act, 2006, SO 2006, c 17

#### Section 2

#### Interpretation

2 (1) ... "rent" includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to a landlord or the landlord's agent for the right to occupy a rental unit and for any services and facilities and any privilege, accommodation or thing that the landlord provides for the tenant in respect of the occupancy of the rental unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing, but "rent" does not include,

- (a) an amount paid by a tenant to a landlord to reimburse the landlord for property taxes paid by the landlord with respect to a mobile home or a land lease home owned by a tenant, or
- (b) an amount that a landlord charges a tenant of a rental unit in a care home for care services or meals; ("loyer")

"rental unit" means any living accommodation used or intended for use as rented residential premises, and "rental unit" includes,

- (a) a site for a mobile home or site on which there is a land lease home used or intended for use as rented residential premises, and
- (b) a room in a boarding house, rooming house or lodging house and a unit in a care home; ("logement locatif")

"residential complex", except in Part V.1, means,

- (a) a building or related group of buildings in which one or more rental units are located,
- (b) a mobile home park or land lease community,
- (c) a site that is a rental unit,
- (d) a care home, and,

includes all common areas and services and facilities available for the use of its residents; ("ensemble d'habitation")

“residential unit” means any living accommodation used or intended for use as residential premises, and “residential unit” includes,

- (a) a site for a mobile home or on which there is a land lease home used or intended for use as a residential premises, and
- (b) a room in a boarding house, rooming house or lodging house and a unit in a care home; (“habitation”)

“tenant” includes a person who pays rent in return for the right to occupy a rental unit and includes the tenant’s heirs, assigns and personal representatives, but “tenant” does not include a person who has the right to occupy a rental unit by virtue of being,

- (a) a co-owner of the residential complex in which the rental unit is located, or
- (b) a shareholder of a corporation that owns the residential complex; (“locataire”)

### **Section 3**

#### **Application of Act**

3 (1) This Act, except Part V.1, applies with respect to rental units in residential complexes, despite any other Act and despite any agreement or waiver to the contrary. 2013, c. 3, s. 22 (1).

### **Rules of Civil Procedure, R.R.O. 1990, Reg. 194**

#### **Rule 60.03**

##### **Enforcement of Order for Possession of Land**

60.03 An order for the recovery or delivery of the possession of land may be enforced by a writ of possession (Form 60C) under rule 60.10. R.R.O. 1990, Reg. 194, r. 60.03.

#### **Rule 60.10**

##### **Writ of Possession**

##### **Leave Required**

60.10 (1) A writ of possession (Form 60C) may be issued only with leave of the court, obtained on motion without notice or at the time an order entitling a party to possession is made. R.R.O. 1990, Reg. 194, r. 60.10 (1).

(2) The court may grant leave to issue a writ of possession only where it is satisfied that all persons in actual possession of any part of the land have received sufficient notice of the proceeding in

which the order was obtained to have enabled them to apply to the court for relief. R.R.O. 1990, Reg. 194, r. 60.10 (2).

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.  
Applicant

-and- PATTENDEN HOLDINGS INC. et al  
Respondents

Court File No. CV-25-00091592-0000

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
  
PROCEEDING COMMENCED AT  
HAMILTON

**FACTUM OF THE RECEIVER,  
BDO CANADA LIMITED**

**FOGLER, RUBINOFF LLP**

Lawyers  
Scotia Plaza  
40 King Street West, Suite 2400  
P.O. Box #215  
Toronto, ON M5H 3Y2

**Scott R. Venton (LSO# 43383R)**

sventon@foglers.com

Tel: 416.941.8870

Fax: 416.941.8852

**Ding Han (LSO# 91043P)**

dhan@foglers.com

Tel: 416-864-9302

Lawyers for the Receiver