

Superior Court of Justice / Cour supérieure de justice
Windsor Courthouse - 245 Windsor Ave., Windsor ON
N9A 1J2

at _____
(Court office address)

**Endorsement/
Inscription**

Plaintiff/
Requérant(e): CAISSE DESJARDINS ONTARIO CREDIT UNION INC. Present/ Comparait
Counsel/
Avocat(e): BART SARSH Present/ Comparait
Email/
Courriel: bart.sarsh@gowlingwlg.com

Defendant/
Intimé(e): 10078638 CANADA CORPORATION Present/ Comparait
Counsel/
Avocat(e): Present/ Comparait
Email/
Courriel: cynthiasalomon@icloud.com

Defendant/
Intimé(e): CYNTHIA SALOMON Present/ Comparait
Counsel/
Avocat(e): Present/ Comparait
Email/
Courriel: cynthiasalomon@icloud.com

16-Jun-2026

JUSTICE
J. KALAJDZIC

Event type/ Type d'événement: Hearing - application on notice

- In-person/ comparution en personne
- Videoconference/ vidéoconférence
- Audioconference/ audioconférence
- In writing/ par écrit
- Hybrid/ hybride

ENDORSEMENT/ INSCRIPTION

1. Mr. Mazur from the proposed receiver was present. Mr. J. Palmer, agent for the numbered company, was also present to observe.
2. On May 26, 2026, B. MacFarlane J. granted the respondent her requested adjournment pending a conditional offer of purchase and sale of the subject property, on condition that all

- outstanding property tax arrears be paid by June 16, 2026. The return of the application to today's date was peremptory on the respondent.
3. The property taxes were paid. However, the pending agreement of purchase and sale failed because the buyer would not remove conditions.
 4. Ms. Salomon advised the court that she is a licensed real estate broker and has aggressively marketed the property. She said that the mortgage is not due until the end of June. She strongly objects to the receivership. She asks for 90 days to obtain refinancing.
 5. The mortgage is in default. In answer to a question from the court, Ms. Salomon conceded that it is in default. She has not shared with the applicant what efforts she has made to sell the property until very recently. The applicant also just learned of break-in attempts.
 6. Art. 38 of the standard charge terms set out the rights of receivership. Demand and BIA 244 notice was served on March 18, 2026. The deadline for payment was March 30 but Desjardins offered a forbearance agreement to extend the deadline. Ms. Salomon did not accept the terms of the agreement and follow-up communications by Desjardins were unanswered.
 7. The ongoing indebtedness continues to accrue. The appointment of a receiver is necessary to preserve the value of the property and the applicant's collateral.
 8. I am satisfied that the requirements for the appointment of a receiver have been met under s. 243(1) of the BIA:
 - a. The notice of intention to enforce security was issued almost three months ago;
 - b. There is no objection to the qualifications of the proposed receiver;
 - c. The subject property of the receiver is located in Windsor.
 9. The scope of the receivership is limited to the property located at 446 Wyandotte St. W., Windsor. To be clear, the receivership does not pertain to any of the respondents' other assets.
 10. An order will issue in accordance with the draft filed.



Signature