

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

FIERA CANADIAN REAL ESTATE DEBT FUND GP INC. and FIERA FP REAL
ESTATE FINANCING FUND, L.P.

Applicants

and

2250310 ONTARIO INC., P&H DEVELOPMENT HOLDINGS INC., ZHONG CHEN
a.k.a. LAWRENCE CHEN, and OXFORD ROAD DEVELOPMENTS 4 INC.

Respondents

APPLICATION UNDER: *Bankruptcy and Insolvency Act*, s 243(1);
Courts of Justice Act, s101; *Rules of Civil Procedure*, rr 1.04, 2.03, 3.02,
14.05, 16.04 and 38

**FACTUM OF THE RECEIVER
(returnable November 26, 2025)**

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FACTUM OF THE RECEIVER

PART I - INTRODUCTION

1. BDO Canada Limited ("**BDO**"), in its capacity as the court-appointed receiver (in this capacity, the "**Receiver**") of 2250310 Ontario Inc. ("**225**") and P&H Development Holdings Inc. ("**P&H**" and together with 225, the "**Debtors**"), seeks an order:

- (a) if necessary, abridging and validating the time for service and filing of the notice of motion and the motion record contained herein, validating service and dispensing with further service upon any other persons not already served with this notice of motion and motion record so that the motion is properly returnable today;
- (b) approving and authorizing the Receiver to enter into the Purchase Agreement dated November 20, 2025 (the "**APS**") for the property municipally known as 270 Sheppard Avenue West, Toronto, Ontario ("**270 Sheppard**") and 5 Addington Avenue, Toronto, ON ("**5 Addington**", and together with 270 Shepard the "**Real Property**") between the Receiver and 270 SHE LP, by its General Partner 270 SHE GP INC. (the "**Purchaser**"), and authorizing the Receiver to enter into the APS and complete the sale of the Real Property (the "**Transaction**");
- (c) vesting in the Purchaser, or as it may direct, the Debtors' right, title and interest, if any, in and to the property described in the APS, free and clear of any claims and encumbrances;
- (d) authorizing the Receiver, *nunc pro tunc*, to enter into the Vacant Possession Agreements (as hereinafter defined) with the Addington Occupants (as hereinafter defined);

- (e) granting the possession orders with respect to 1 Addington Avenue and 5 Addington Avenue which are to be held in escrow pursuant to the terms of the Vacant Possession Agreements (as hereinafter defined);
- (f) approving the activities of the Receiver and its counsel as outlined in the Third Report of the Receiver dated November 20, 2025 (the “**Third Report**”), and the confidential appendices thereto (collectively, the “**Confidential Supplement**”);
- (g) approving the Deposit Return Protocol (“**DRP**”), as further described in the supplement to the Third Report, to be filed;
- (h) authorizing the Receiver to terminate the pre-existing pre-construction purchase agreements entered into by the Debtors with individuals and more particularly described in the Third Report (the “**Purchase Agreements**”);
- (i) approving the Receiver’s Interim Statement of Receipts and Disbursements (the “**Interim R&D**”);
- (j) approving the fees and disbursements of the Receiver and its legal counsel and authorizing the Receiver to pay all approved and unpaid fees and disbursements;
- (k) sealing the Confidential Supplement, which contain information related to the APS until the earlier of: (i) completion of the Transaction; or (ii) a further Order of this Court; and
- (l) such further and other relief as counsel may advise and this Honourable Court may permit.

2. This factum is filed in support of the Receiver’s motion and specifically addresses approval of the Transaction, the Vacant Possession Agreements (as hereinafter defined) and the corresponding possession orders, approval of the DRP and disclaimer of the Purchase Agreements, sealing of the Confidential Supplement, and approval of the

activities and fees of the Receiver and its counsel.

PART II - SUMMARY OF FACTS

A. BACKGROUND

3. On June 6, 2025, Justice Kimmel granted an order (the “**Receivership Order**”) whereby BDO was appointed as Receiver, without security, of all of the assets, undertakings, and properties of the Debtors.¹ The Receivership Order empowered the Receiver to conduct a sales process in accordance with timelines set out within (the “**Sales Process**”).²

4. The Debtors primary asset is the Real Property: 225 is the registered owner of 270 Sheppard, while P&H is the registered owner of 5 Addington.³ The Real Property consists of vacant land, a sales center constructed by the Debtors’ development group, and four (4) houses.⁴

5. The Debtors intended to build a 9-storey mixed used condominium (the “**Project**”) on the Real Property.⁵ However, construction has not commenced, and the Real Property remains predominately vacant.⁶ Two (2) of the houses located on the Real Property (1 Addington and 5 Addington) are occupied (the “**Addington Occupants**”).⁷

¹ Third Report of the Receiver dated November 20, 2025 (“**Third Report**”) at para 1, Motion Record of the Receiver dated November 20, 2025 (“**MR**”), tab 2, p. 13.

² Third Report at para 3, MR, tab 2, p. 13.

³ Third Report at para 13, MR, tab 2, p. 16.

⁴ Third Report at para 14, MR, tab 2, p. 17.

⁵ Third Report at para 15, MR, tab 2, p. 17.

⁶ Third Report at para 16, MR, tab 2, p. 17.

⁷ Third Report at para 16, MR, tab 2, p. 17.

B. SALE OF THE REAL PROPERTY

6. Pursuant to the Receivership Order the Receiver could not publicly market the Real Property or enter into any agreement to sell, convey, transfer, lease, assign or otherwise dispose of the Real Property, or any part thereof, prior to July 15, 2025 (the “**Abeyance Date**”).⁸

7. Following the Abeyance Date, the Receiver began the public portion of the Sale Process.⁹ As part of the Sale Process, the Receiver contacted over 300 potential bidders, as reported in the First Report of the Receiver dated July 10, 2025, and the Second Report of the Receiver dated August 12, 2025.¹⁰

8. On the bid deadline date, two (2) parties submitted letters of intent (“**LOI**”) to the Receiver.¹¹ After reviewing the LOIs, the Receiver determined that none of the LOIs conformed with the requirements to qualify for Phase II of the Sale Process. Specifically, the LOIs were significantly below the appraised value of the property and market expectations based on information available to the Receiver.¹² Accordingly, the offers did not move forward to Phase II of the Sale Process and the Sale Process was terminated.¹³

9. After the Receiver terminated the Sale Process, Fiera advised that it would submit a credit bid (the “**Credit Bid**”) to purchase the Real Property.¹⁴ As a result, the Receiver entered into negotiations with Fiera on the Credit Bid which resulted in execution of the

⁸ Third Report at para 3, MR, tab 2, p. 13.

⁹ Third Report at para 5, MR, tab 2, p. 14.

¹⁰ Third Report at para 5, MR, tab 2, p. 14.

¹¹ Third Report at para 27, MR, tab 2, p. 21.

¹² Third Report at para 27, MR, tab 2, p. 21.

¹³ Third Report at para 27, MR, tab 2, p. 21.

¹⁴ Third Report at para 29, MR, tab 2, p. 22.

APS.¹⁵

10. The APS contemplates Fiera assigning its debt and security to the Purchaser prior to closing.¹⁶

11. The Receiver is of the view that the APS is the highest and best offer for the Real Property and higher than the two LOIs received during the Sale Process.¹⁷

12. The closing date for the APS is scheduled for ten (10) days after obtaining the Approval and Vesting Order.¹⁸

C. VACANT POSSESSION OF 1 ADDINGTON AND 5 ADDINGTON

13. The APS requires the Receiver to provide vacant possession of the Real Property.¹⁹

14. Two of the houses located on the Real Property are vacant and the Receiver has changed the locks on these houses.²⁰ However, the houses located at 1 Addington and 5 Addington are currently occupied by the Addington Occupants.²¹

15. On August 7, 2025, the Receiver provided a letter to the occupants requesting, amongst other things: (a) copies of their lease agreement; (b) proof of payment of their rental obligations; and (c) proof of insurance.²² Despite these requests, no responses

¹⁵ Third Report at paras 30-35, MR, tab 2, pp. 22-24.

¹⁶ Third Report at para 30, MR, tab 2, p. 22.

¹⁷ Third Report at para 35, MR, tab 2, p. 24.

¹⁸ Third Report at para 31, MR, tab 2, p. 22.

¹⁹ Third Report at para 36, MR, tab 2, p. 24.

²⁰ Third Report at para 41, MR, tab 2, p. 24.

²¹ Third Report at para 41, MR, tab 2, p. 24.

²² Third Report at para 39, MR, tab 2, p. 25.

were received from the Addington Occupants.²³

16. The Receiver, through its counsel, wrote to the Addington Occupants and made a “without prejudice” offer wherein the Addington Occupants would be provided with a one-time lump sum payment in exchange for vacating the premises by November 5, 2025 (the “**Vacancy Offers**”).²⁴

17. After further negotiation, the Addington Occupants agreed to vacate the houses on or before November 30, 2025, in exchange for a monetary payment (the “**Vacant Possession Agreements**”)²⁵. Further, the Addington Occupants have consented to the issuance of possession orders for the houses in question in the event they do not vacate on or before December 15, 2025 (the “**Possession Orders**”)²⁶.

D. DEPOSIT RETURN PROTOCOL

18. The Debtors had entered into the Purchase Agreements, which required a deposit to be remitted.²⁷ The Receiver has been advised that: (i) deposits from seventeen (17) prospective unit purchasers are held in trust by FIJ Law LLP (the “**Deposit Trustee**”); and (ii) the deposits are covered by an Intact Insurance, as successor to Guarantee Company of North America (the “**Surety**”), policy.²⁸

19. The APS requires termination of the Purchase Agreements.²⁹ As such, the

²³ Third Report at para 39, MR, tab 2, p. 25.

²⁴ Third Report at para 43, MR, tab 2, p. 25.

²⁵ Third Report at para 44, MR, tab 2, pp. 25-26.

²⁶ Third Report at para 44, MR, tab 2, pp. 25-26.

²⁷ Third Report at para 17, MR, tab 2, p. 17.

²⁸ Third Report at paras 17 and 47, MR, tab 2, pp. 17 and 26.

²⁹ Third Report at para 31(d), MR, tab 2, p.23.

Receiver is seeking approval to do so.

20. The Receiver has engaged with Borden Ladner Gervais LLP, counsel to the Surety, regarding the DRP and it understands that the DRP will be jointly administered by the Deposit Trustee and the Surety.³⁰ The parties are negotiating a consent order relating to the DRP.³¹ Once negotiations are complete, the Receiver will submit a supplement to the Third Report including the proposed DRP.³²

E. SEALING ORDER

21. The Confidential Appendices contain:

- (a) a summary of the offers received via the Sales Process;
- (b) an unredacted copy of the APS; and
- (c) unredacted copies of the Vacant Possession Agreements.

22. The Receiver requests a sealing order for the Confidential Appendices until the earlier of: (i) the closing of the APS; or (ii) by further Order of this Court. The Sealing Order will protect certain sensitive information regarding the sale of the Real Property and, thus, preserve the integrity of the Sales Process.³³

23. The benefits of keeping the Confidential Appendices from the public record outweigh the potentially negative effects of doing so.

³⁰ Third Report at para 48, MR, tab 2, p. 26.

³¹ Third Report at para 48, MR, tab 2, p. 26.

³² Third Report at para 9(e)(iv), MR, tab 2, p. 15.

³³ Third Report at paras 62-63. MR, tab 2, p. 29.

PART III - STATEMENT OF ISSUES, LAW & AUTHORITIES

24. This factum addresses the approval of:

- (a) the Transaction;
- (b) the Vacant Possession Agreements, *nunc pro tunc*, and the corresponding possession orders;
- (c) the DRP and disclaimer of the Purchase Agreements;
- (d) the sealing of the Confidential Supplement; and
- (e) the activities and fees of the Receiver and its counsel.

A. THE TRANSACTION SHOULD BE APPROVED

25. The principles established in *Royal Bank v Soundair Corp*³⁴ apply to the approval of the APS. These principles include (the “**Soundair Test**”):

- (a) whether a sufficient effort has been made to obtain the best price and whether the receiver has acted improvidently;
- (b) the interests of all of the parties;
- (c) the efficacy and integrity of the process by which the offers were obtained; and
- (d) whether there has been unfairness in the working out of the process.³⁵

26. As further detailed in the Second Report, the Sales Process was conducted in an

³⁴ *Royal Bank v Soundair Corp*, [1991 CanLII 2727](#) (ONCA) [**Soundair**].

³⁵ *Soundair*, *supra* note 34.

open and transparent manner and was designed to maximize realizations.³⁶ The Receiver's efforts resulted in broad market exposure, streamlined due diligence for bidders, and a fair, competitive environment for submitting offers on the Real Property.³⁷

27. The Transaction is fair, reasonable, and in the interests of all parties as:

- (a) the purchase price likely represents the best price for the Real Property given that none of the LOIs conformed with the requirements to qualify for Phase II of the Sale Process;
- (b) the Sale Agreement:
 - (i) is not subject to any conditions besides approval by this Court;
 - (ii) provides for a short time frame to close the Transaction following issuance of the Asset and Vesting Order, thus reducing applicable interest and costs from continuing to accrue; and
- (c) Fiera, as the primary secure creditor, is assigning its debt and security to the Purchaser prior to closing and, thus, is in favour of proceeding with the Transaction.³⁸

28. There is no information that has come to the Receiver's attention that indicates that a better result could have been achieved. Accordingly, it is submitted that the Transaction should be approved.

29. Based on the foregoing, the Receiver submits that the Sale Process meets the Soundair Test and the APS should be approved.

³⁶ Appendix D to the Third Report at para 20, MR, tab 2D, pp. 83-84.

³⁷ Third Report at para 21, MR, tab 2, p. 21.

³⁸ Third Report at para 30, MR, tab 2, p. 22.

B. THE VACANT POSSESSION AGREEMENTS SHOULD BE APPROVED

30. The Real Property forms the most significant asset in the Debtors' estate.³⁹ Pursuant to the Receivership Order the Receiver is authorized to "take possession of and exercise control" over the Real Property.⁴⁰

31. Rule 60.03 of the *Rules of Civil Procedure*⁴¹ provides that an order for the delivery of the possession of land may be enforced by a writ of possession under Rule 60.10.⁴² Rule 60.10 entitles a court to grant leave to have a writ of possession issued where it is satisfied that any persons in actual possession have receive sufficient notice of the proceeding.⁴³

32. The Receiver has advised the Addington Occupants that it requires vacant possession of the Real Property as evidenced by: the Vacancy Offer made to the Addington Occupants, and the resulting negotiations that culminated in the Addington Occupants signing of the Vacant Possession Agreements.⁴⁴

33. The Receiver seeks authority, *nunc pro tunc*, to enter into the Vacant Possession Agreements and obtain the Possession Orders pursuant to the Vacant Possession Agreements (the unredacted versions of the Vacant Possession Agreements are included in the Confidential Supplement).

³⁹ Third Report at para 1, MR, tab 2, p. 13.

⁴⁰ See e.g., *KingSett Mortgage Corporation v 30 Roe Investments Corp*, [2023 ONSC 3323](#) at [para 51 \[KingSett\]](#); Appendix A to the Third Report at para 3(a), MR, tab 2A, pp. 32-33.

⁴¹ *Rules of Civil Procedure*, [RRO 1990, Reg 194](#), [r 60.03 \[Rules\]](#)

⁴² *Rules*, [r 60.10](#)

⁴³ *Rules*, [r 60.10](#)

⁴⁴ Third Report at para 43, MR, tab 2, p. 25.

34. The Addington Occupants have agreed to vacate the houses on or before November 30, 2025 and have consented to the issuance of the Possession Orders which will be held in escrow and only released if the Addington Occupants, or any one of them, fail to vacate the Real Property by December 15, 2025.⁴⁵ The Receiver submits that the Addington Occupants have received sufficient notice.⁴⁶

C. THE DRP SHOULD BE APPROVED AND THE PURCHASE AGREEMENTS SHOULD BE DISCLAIMED

35. Pursuant to the Receivership Order, the Receiver is empowered to “cease to perform any contracts of the Debtors”.⁴⁷ With respect to a Receiver disclaiming a pre-sale contract, Justice Osborne held:

[t]he Court has jurisdiction to disclaim pre-sale purchase contracts in a receivership...In determining whether to approve such disclaimers, the Court can consider the respective legal priority positions as between the competing interests; whether the disclaimer would enhance the value of the assets and if so whether a failure to disclaim would amount to a preference; and, if a preference would arise whether the party seeking to avoid a disclaimer has established that the equities support that result.⁴⁸

36. In this instance, the Purchaser is not assuming the Purchase Agreements and the disclaimer of same will enable the Transaction to close.⁴⁹ The Sales Process has not resulted in any other viable offers, and the Receiver is left with no alternative but to disclaim the Purchase Agreements.⁵⁰ Fortunately, the Receiver understands that the

⁴⁵ Third Report at para 44, MR, tab 2, p. 25.

⁴⁶ See *Kingsett*, at [para 57](#); *Kim (Re)*, [2022 ONSC 2731](#) at [paras 19–24](#) (trustee in bankruptcy granted vacant possession of real property and leave to issue a writ of possession).

⁴⁷ Receivership Order at para 3, Appendix A to the Third Report, MR, tab 2a, pp. 32-33.

⁴⁸ *In the Matter of a Plan of Compromise or Arrangement of 2039882 Ontario Ltd*, [2024 ONSC 5541](#) at [para 19](#) citing *Firm Capital Mortgage Fund Inc v 2012241 Ontario Inc*, [2012 ONSC 4816](#) and *Forjay Management Ltd v 0981478 BC Ltd*, [2018 BCSC 527](#) at paras [37](#), [44](#), aff'd [2018 BCCA 251](#).

⁴⁹ Third Report at para 31(d), MR, tab 2, p. 23.

⁵⁰ Third Report at paras 27 and 28, MR, tab 2, pp. 21-22.

prospective purchasers' deposits are being held in trust the Deposit Trustee and are covered under a policy with the Surety.⁵¹

37. The Receiver has engaged with the Surety's counsel regarding a proposed form of DRP, which will be jointly administered by the Deposit Trustee and the Surety.⁵² The DRP will be further outlined in a supplemental to the Third Report, to be filed.

38. The Receiver submits that the DRP will be designed in order to facilitate the timely return of deposits paid pursuant to the Purchase Agreements and that it should be approved by the Court. In real estate insolvencies, protocols to return deposits paid by counterparties to terminated pre-sale purchase agreements are common and are frequently approved by the courts.⁵³

D. THE SEALING ORDER SHOULD BE GRANTED

39. Section 137(2) of the *Courts of Justice Act*⁵⁴ provides the Court jurisdiction to issue a sealing order.

40. In *Sherman Estate v Donovan*,⁵⁵ the Supreme Court of Canada affirmed the test established in *Sierra Club of Canada v Canada (Minister of Finance)*.⁵⁶ In *Sherman*, the Supreme Court confirmed that in granting a sealing order, the following considerations must be addressed:

⁵¹ Third Report at para 47, MR, tab 2, p. 26.

⁵² Third Report at para 9(e), MR, tab 2, p. 15.

⁵³ See for example, *BCIMC Construction Fund Corporation et al v 33 Yorkville Residences Inc et al*, ONSC (Commercial List), Court File No CV-20-00637297-00CL, [Deposit Return Procedure Order dated 7 April 2021](#); *MCAP Financial Corporation v Vandyk-Backyard Kings Mill Limited et al.*, ONSC (Commercial List), Court File No CV-23-00710267-00CL, [Deposit Return Procedure Order dated October 16, 2024](#).

⁵⁴ *Courts of Justice Act*, [RSO 1990 c C.43, s 137\(2\)](#).

⁵⁵ *Sherman Estate v. Donovan*, [2021 SCC 25 \[Sherman\]](#).

⁵⁶ *Sierra Club of Canada v Canada (Minister of Finance)*, [2002 SCC 41 \[Sierra Club\]](#).

- (1) court openness poses a serious risk to an important public interest;
- (2) the sealing order sought is necessary to prevent this serious risk to the identified interest because reasonably alternative measures will not prevent this risk; and,
- (3) as a matter of proportionality, the benefits of the order outweigh its negative effects.⁵⁷

41. In *Sherman*, the Supreme Court noted that, as established in *Sierra Club*, a commercial interest in the context of litigation is an important interest requiring protection.⁵⁸ Courts have further recognized that information regarding the appraisals of property should remain confidential during a sale procedure and are properly subject to a sealing order.⁵⁹

42. The information contained in the Confidential Supplement contains commercially sensitive information regarding the sale of the Real Property, including the APS, which, if made public, could negatively impact the Transaction and impair the integrity of the Sales Process. The benefits of the Sealing Order outweigh the negative consequences related to restricting public access to the court record.

43. Accordingly, the Receiver requests that the Confidential Supplement be sealed until the earlier of: (i) completion of the Transaction; or (ii) a further Order of this Court.

E. THE FEES AND ACTIVITIES OF THE RECEIVER SHOULD BE APPROVED

44. The approval of a court officer's activities and reports is relief that is "routinely granted".⁶⁰ The Receiver seeks approval of its activities and conduct, as set out in the

⁵⁷ *Sherman*, at [para 38](#).

⁵⁸ *Sherman*, at [para 41](#); *Sierra Club*, at [para 53](#).

⁵⁹ *Choice Properties Limited Partnership v Penady (Barrie) Ltd*, [2020 ONSC 3517](#) at [para 10](#).

⁶⁰ *Target Canada Co. (Re)*, [2015 ONSC 7574](#), paras [2](#) and [23](#).

Third Report.

45. All activities of the Receiver, as described in the Third Report, were necessary and undertaken in good faith pursuant to the Receiver's duties and powers, as provided by the Receivership Order, and, in each case, in the best interests of the Debtors and their stakeholders.

46. The jurisdiction of this Court to pass the accounts of the Receiver and its counsel is similarly confirmed in the Receivership Order: "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."⁶¹

47. On a motion to pass accounts, the Court must consider the "overriding principle of reasonableness",⁶² focusing on the overall value contributed by the Receiver and its counsel. In *Bank of Nova Scotia v. Diemer*,⁶³ the Ontario Court of Appeal held "the focus of the fair and reasonable assessment should be on what was accomplished, and not how much time it took".⁶⁴

48. The Receiver and its counsel have charged standard hourly rates that are consistent with the market rate for insolvency services of this nature.

⁶¹ Receivership Order, Appendix A to the Third Report, MR, tab 2A, p. 41.

⁶² *Nortel Networks Inc*, [2022 ONSC 6680](#) at para 10.

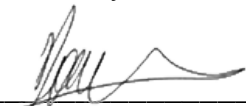
⁶³ *Bank of Nova Scotia v. Diemer*, [2014 ONCA 851](#) [*Diemer*].

⁶⁴ *Diemer* at para 45.

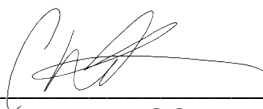
PART IV - ORDER REQUESTED

49. The Receiver respectfully requests that Orders substantially in the form attached to its Motion Record be granted.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 24th day of November, 2025.



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SCHEDULE "A" - LIST OF AUTHORITIES

1. *Royal Bank v Soundair Corp*, [1991 CanLII 2727](#) (ONCA)
2. *KingSett Mortgage Corporation v 30 Roe Investments Corp*, [2023 ONSC 3323](#)
3. *Kim (Re)*, [2022 ONSC 2731](#)
4. *In the Matter of a Plan of Compromise or Arrangement of 2039882 Ontario Ltd*, [2024 ONSC 5541](#)
5. *Firm Capital Mortgage Fund Inc v 2012241 Ontario Inc*, [2012 ONSC 4816](#)
6. *Forjay Management Ltd v 0981478 BC Ltd*, [2018 BCSC 527](#), aff'd [2018 BCCA 251](#)
7. *BCIMC Construction Fund Corporation et al v 33 Yorkville Residences Inc et al*, ONSC (Commercial List), Court File No CV-20-00637297-00CL, [Deposit Return Procedure Order dated 7 April 2021](#)
8. *MCAP Financial Corporation v Vandyk-Backyard Kings Mill Limited et al.*, ONSC (Commercial List), Court File No CV-23-00710267-00CL, [Deposit Return Procedure Order dated October 16, 2024](#).
9. *Sherman Estate v. Donovan*, [2021 SCC 25](#)
10. *Sierra Club of Canada v Canada (Minister of Finance)*, [2002 SCC 41](#)
11. *Choice Properties Limited Partnership v Penady (Barrie) Ltd*, [2020 ONSC 3517](#)
12. *Target Canada Co. (Re)*, [2015 ONSC 7574](#)
13. *Nortel Networks Inc*, [2022 ONSC 6680](#)
14. *Bank of Nova Scotia v. Diemer*, [2014 ONCA 851](#)

SCHEDULE "B" - TEXT OF STATUTES, REGULATIONS & BY - LAWS

Rules of Civil Procedure, RRO 1990, Reg. 194

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.

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).

Duration

(3) A writ of possession remains in force for one year from the date of the order authorizing its issue, and may, before its expiry, be renewed by order for a period of one year from each renewal. R.R.O. 1990, Reg. 194, r. 60.10 (3).

Eviction Orders under Residential Tenancies Act, 2006

(4) For the purposes of subrule (3) and section 85 of the *Residential Tenancies Act, 2006*, an eviction order under that Act that is filed with the sheriff remains in force for one year from the date on which the order takes effect and may, before its expiry, be renewed by order for a period of one year from each renewal. O. Reg. 221/25, s. 8.

Courts of Justice Act, RSO 1990, c. C43

Sealing documents

137 (2) A court may order that any document filed in a civil proceeding before it be treated as confidential, sealed and not form part of the public record.

FIERA CANADIAN REAL ESTATE DEBT FUND
GP INC., et al.
Applicants

-and-

2250310 ONTARIO INC., et al.

Respondents

Court File No. CV-25-00743191-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

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