

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and

JASON DANIEL PATTENDEN

Respondent

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

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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 Jason Daniel Pattenden (the "**Mr. Pattenden**"), including the real property municipally known as 379 Charette Avenue, Sudbury, Ontario P0M 1L0 ("**Charette**"), seeks:

(a) An Order (the "**Trespass Order**):

(i) ordering Jason Daniel Pattenden, his agent(s) and related part(ies) be prohibited from trespassing on the lands and premises located at 379 Charette Avenue, Sudbury Ontario P0M 1L0 and legally described as

PIN 73349-0867 LT

PCL 20499 SEC SWS; LT 29 BLK 14 PL M91 BALFOUR; S/T LT
115135; GREATER SUDBURY

Address: 379 Charette Avenue, Sudbury Ontario P0M 1L0

(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 Charette, including but not limited to those listed in **Schedule "B"** to the Notice of Motion; 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 the Charette, 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

Charette

2. Charette, a multifamily rental property, is the principal asset of this receivership. Charette has six separate rental units. Five are occupied by tenants (the "**Tenants**") with the remaining rental unit being vacant.¹

3. Since the Receiver's appointment over Charette 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 Charette and asked Mr. Pattenden to provide documents and records relating to Charette;²

¹ First Report of the Receiver Dated November 18, 2025 (the "**First Report**") at paras 8 – 10, Motion Record of the Receiver returnable December 9, 2025 ("**MR**"), Tab A.

² First Report at paras 12 – 13; MR Tab B.

- (b) instructed counsel to request Mr. Pattenden to remove himself and keep away from Charette voluntarily, given his obstructionist conduct described below;³
- (c) retained Richmond Advisory Services Inc. as property manager (the "**Property Manager**") over Charette and instructed the Property Manager to effect possession of Charette by changing locks to the front entrance of Charette and its rental units;⁴ and
- (d) instructed the Property Manager to create its own rent rolls for Charette, after it became apparent that documents and records, including any rent roll, relating to Charette were not forthcoming from Mr. Pattenden, despite the Receiver's request.⁵

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

- (a) failing to disclose and provide documents relating to Charette to the Receiver;⁶
- (b) harassing Tenants of Charette and demanding rental payments to be made to himself, resulting in at least one occasion where the Tenant was forced to call the police on Mr. Pattenden;⁷

³ First Report at para 21, MR Tab B; Appendix "6", MR Tab B6.

⁴ First Report at para 15; MR Tab B.

⁵ First Report at para 16; MR Tab B.

⁶ First Report at para 14; MR Tab B.

⁷ First Report at para 18 a); MR Tab B; Appendix "3", MR Tab B3.

- (c) by ways unknown to the Receiver, regaining access to Charette and allowing non-tenants into Charette, including the basement thereof, without the Receiver's permission;⁸
- (d) repeatedly demanding the Property Manager to provide him with keys to Charette's rental units;⁹ and
- (e) attempting to hire a realtor and list Charette for sale.¹⁰

5. Mr. Pattenden never responded to the Receiver's request for Mr. Pattenden to remove himself from and keep out of Charette.¹¹

6. The Receiver believes that Mr. Pattenden's conduct, continued occupation and control over Errington violates the Appointment Order, undermines the operation of Charette as a rental property, (the principal asset in this receivership), and prejudices the Tenants, creditors and other stakeholders.¹²

Insurance for Charette

7. 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 Charette and that the policy was with Leclair, an insurance brokerage located at Unit 5 3146 Laura Dr, Chelmsford, Ontario.¹³

⁸ First Report at para 19 b), MR Tab B; Appendix "4", MR B4.

⁹ First Report at para 19 c), MR Tab B.

¹⁰ First Report at para 20, MR Tab B; Appendix "5", MR B5.

¹¹ First Report at para 22, MR Tab B.

¹² First Report at para 24, MR Tab B.

¹³ First Report at para 27, MR Tab B; Appendix "7", MR B7.

8. 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 Charette. The Receiver asked Leclair to confirm that there was no policy on Charette in writing. This request was also ignored.¹⁴

9. Without a way to confirm whether there is in fact coverage for Charette, the Receiver obtained interim insurance out of caution, at a cost of \$2,687.04 per month.¹⁵

PART III - STATEMENT OF ISSUES, LAW & AUTHORITIES

10. The issues to be determined on this motion are as follows;

- (a) Should the Trespass Order be granted?
- (b) Should the Disclosure Order be granted?

The Trespass Order

11. The Appointment Order entitles the Receiver to take possession of and exercise control over Charette:¹⁶

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...

...

¹⁴ First Report at paras 28 - 30, MR Tab B; Appendix "8", MR B8.

¹⁵ First Report at para 31, MR Tab B.

¹⁶ Appendix "1", MR B1, at pages 26 - 31.

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.

12. Despite having taken steps to effect possession and control of Charette and requested Mr. Pattenden to remove himself and keep away from Charette, Mr. Pattenden still has access to Charette and has interfered with the Receiver as set out in paragraph 4 above of this Factum. The Receiver requests an order prohibiting Mr. Pattenden from trespassing on Charette. It is submitted 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

13. The Appointment Order provides:¹⁷

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 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-

¹⁷Appendix "1", MR B1, at pages 31 – 32.

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

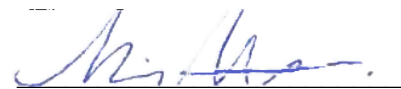
14. Mr. Pattenden as the Debtor is a Person as defined by the Appointment Order. Mr. Pattenden, having had notice of this receivership proceeding, the Appointment Order, and the Receiver's request for him to disclose and provide documents relating to Charette, failed to provide the requested documents.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

15. 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 Charette'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

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

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 26th day of November, 2025.



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SCHEDULE "A"
LIST OF AUTHORITIES

SCHEDULE “B”

TEXT OF STATUTES, REGULATIONS & BY - LAWS

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

Rule 14.05 Applications — By Notice of Application or Application for Certificate

Application under Rules

(3) A proceeding may be brought by application where these rules authorize the commencement of a proceeding by application or where the relief claimed is,

...

(g) an injunction, mandatory order or declaration or the appointment of a receiver or other consequential relief when ancillary to relief claimed in a proceeding properly commenced by a notice of application;

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Court File No. CV-25-00091593-0000

**ONTARIO
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PROCEEDING COMMENCED AT
HAMILTON

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