



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-25-00747132-00CL

DATE: April 16, 2026

NO. ON LIST: 1

TITLE OF PROCEEDING: CAISSE DESJARDINS ONTARIO CREDIT UNION INC. v. 2760831
ONTARIO INC.

BEFORE: JUSTICE CAVANAGH

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Peter Crawley	Receiver, BDO	pcrawley@bdo.ca
Bart Sarsh	Counsel to the Receiver, BDO	bart.sarsh@gowlingwlg.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info

ENDORSEMENT OF JUSTICE CAVANAGH:

[1] This is a motion brought by BDO Canada Limited ("BDO") in its capacity as court- appointed receiver (the "Receiver") of the Debtor, 2760831 Ontario Inc. (the "Debtor").

[2] The Receiver seeks the following relief on this motion:

- a. approving the First Report to the Court of the Receiver dated April 6, 2026 (the "First Report"), and the activities and conduct of the Receiver set out in the First Report;
- b. approving the Receiver's Interim Statement of Receipts and Disbursements as of March 15, 2026;
- c. approving an agreement of purchase and sale dated February 12, 2026 (the "Leslie APS") between the Receiver, as Vendor, and Virtus Financial Corporation in Trust for a Company to be Incorporated as assigned to 381 Leslie St Inc. (the "Leslie Purchaser"), and authorizing the Receiver to complete the transaction contemplated thereby (the "Leslie Sale Transaction") for the property located at 381 Leslie Street, Sudbury, Ontario (the "Leslie Property");
- d. vesting in the Purchaser all of the Debtor's right, title and interest in and to the Leslie Property free and clear of any claims and encumbrances (other than the permitted encumbrances);
- e. sealing Confidential Appendices 1-2 to the First Report until the earlier of the completion of the Leslie Sale Transaction, or until a further order of this Court;
- f. approving the fees and disbursements of the Receiver and its counsel, Gowling WLG (Canada) LLP, and authorizing payment of such fees and disbursements;
- g. approving the proposed distribution; and
- h. discharging the Receiver in respect of the Leslie Property.

[3] The Debtor is the owner of the Leslie Property, which is a nine-unit residential rental property.

[4] Desjardins holds a first mortgage over the Leslie Property registered on title on July 22, 2020 in the principal amount of \$399,500.00 (the "Leslie Mortgage"). As of March 19, 2026, the amount owing under the Leslie Mortgage was \$430,150.10, plus costs of enforcement, including legal and professional costs and accruing interest. As of March 23, 2026, there were outstanding property taxes on the Leslie Property in the amount of \$44,000.63.15. If the Leslie Sale Transaction is approved and completed, the outstanding property taxes will be paid from the sale proceeds. In addition, Desjardins previously paid property tax arrears on the Leslie Property in the amount of \$114,068.35.16. As of March 19, 2025, \$975,775.30 is owing to Desjardins. This amount does not include the professional fees of the Receiver or the Receiver's counsel. The net realization from the Leslie Sale Transaction will be insufficient to repay Desjardins in full.

[5] On April 6, 2026, the Receiver's counsel issued its security opinion and concluded that the Leslie Mortgage is valid and enforceable, and is registered first in time against the Leslie Property subject to the claims under the Receivership Order.

[6] On February 5, 2026, the Leslie Purchaser submitted a written offer for the Leslie Property in the form of the Leslie APS. The Receiver obtained a written appraisal for the Leslie Property from Charles Bell Real Estate Appraisals Ltd. dated September 12, 2025 (the "CB Appraisal"). The Leslie Purchaser has waived the conditions in the Leslie APS and that offer only remains subject to Court approval.

[7] Considering the amount of time that the Leslie Property has been exposed to the market and that the purchase price offered by the Leslie Purchaser is reasonable as compared to the appraised value contained in the CB Appraisal, the Receiver reports that the Leslie APS and the terms therein are commercially reasonable. Between the date the offer was received and the time of writing the First Report, the Receiver has not received a better offer. The Receiver does not believe that a further marketing of the Leslie Property would result in superior offers.

[8] I am satisfied that the sale process followed by the Receiver was proper and should be approved. I am satisfied that the Leslie Sale Transaction should be approved and the Receiver should be authorized to complete this transaction. The *Soundair* factors are satisfied.

[9] The limited sealing order should be granted. The *Sherman Estate* requirements are met.

[10] Orders to issue in forms of Orders signed by me today.


