

Court File No. CV-25-00091593-0000

**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

MOTION RECORD

November 25, 2025

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Lawyers for the Receiver

TO: **SERVICE LIST (SCHEDULE "A")**

AND TO: **LECLAIR FINANCIAL
PLANNING INC.**

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SCHEDULE "A"
(SERVICE LIST as at September 25, 2025)

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TAB A

Court File No. CV-25-00091593-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

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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

NOTICE OF MOTION

BDO Canada Limited, in its capacity as the receiver and manager (the "**Receiver**") of Jason Daniel Pattenden, will make a Motion to a Judge on December 9, 2025 at 10:00 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard by video conference.

THE MOTION IS FOR:

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

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- (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 ("**Charette**") 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 this 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.

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- (c) Such further and other Relief as to this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE

Charette

- (a) Pursuant to an order of Justice MacNeil dated September 23, 2025 (the "**Appointment Order**"), BDO Canada Limited was appointed as the Receiver of all the Property (as defined in the Appointment Order) of Mr. Pattenden, including Charette;
- (b) The Appointment Order entitles the Receiver, to among other things, take possession of and exercise control over Charette;
- (c) Mr. Pattenden is the registered owner of Charette;
- (d) Charette is a multifamily rental property and consists of 6 separate rental units;
- (e) Despite having had notice of this receivership proceeding, the Appointment Order and Receiver's (both directly and via counsel) correspondence requesting that he provide documents relating to and possession of Charette to the Receiver, Mr. Pattenden has refused to disclose any documents or information relating to Charette and provide possession of Charette;
- (f) The Receiver has attempted to obtain possession and control of Charette without seeking the assistance of the court, including engaging a property manager and

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instructing the property manager to create a roll rent and change the locks at Charette;

- (g) Despite the Receiver's efforts, the Receiver has been unable to properly administer and operate Charette because:
- (i) Mr. Pattenden's presence in Charette creates confusion for the Tenants with respect to the payment of rents;
 - (ii) Mr. Pattenden harassed Tenants for direct rent payments to him, resulting in at least on one occasion where a Tenant was forced to call the police on Mr. Pattenden;
 - (iii) Despite the property manager having changed locks at Charette, Mr. Pattenden has regained access to Charette and has allowed non-tenants onto Charette without permission of the Receiver;
 - (iv) Mr. Pattenden attempted to list Charette, and the property located at 3650 Errington Avenue, Chelmsford, ON P0M 1L0, of which the Receiver was also appointed in separate civil proceeding (Court File No. CV-00091592-0000), for sale;
 - (v) Mr. Pattenden refused to provide the Receiver with the records and documents relating to Charette, making it impossible or impracticable for the Receiver to ascertain whether rent has been paid to date and any rent payment owing from the Tenants; and

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- (vi) Mr. Pattenden has made repeated demands to the property manager for keys to Charette's rental units, which the property manager refused.
- (h) To date and because of the above, the Receiver has collected \$5,150.00 from the Tenants on account of rent;
- (i) The above makes it necessary for the Receiver to seek the Trespass Order at this time to fulfill its mandate under the Appointment Order, in particular to protect Charette, the principal asset in this receivership;
- (j) Moreover, the Receiver seeks the Disclosure Order that Mr. Pattenden disclose any and all information and provide any and all documents in his custody or possession relating to Charette;

Leclair Financial Planning Inc.

- (k) The Appointment Order provides, among other things, that any Person (as defined therein) shall cooperate with the Receiver and advise the Receiver of the existence of any Record in the Person's possession or control and provide the same to the Receiver;
- (l) Leclair is an insurance brokerage located at Unit 5 3146 Laura Dr, Chelmsford, Ontario;
- (m) Leclair is a Person pursuant to the Appointment Order;

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- (n) Shortly after being appointed Receiver, the Receiver was advised by the insurer that there was a current insurance policy covering Charette and the said policy was with Leclair;
- (o) However, when Receiver repeatedly reached out to Leclair requesting documents relating to the policy, Leclair refused to provide any documents, other than advising verbally over the phone that there was not current policy on Charette;
- (p) The Receiver asked Leclair to confirm that there was no policy on Charette in writing. This request was also ignored;
- (q) 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;
- (r) Leclair has had notice of the Appointment Order and has failed to cooperate with the Receiver pursuant to its terms. The Receiver requires the Disclosure Order to enforce compliance with the terms of the Appointment Order;

General

- (s) The equitable and inherent jurisdiction of the Court;
- (t) The provisions of the BIA, including Section 183 and 243;
- (u) Rule 1.04, 1.05, 2.03, 3.02, 37, 60.03, and 60.10 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended;

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- (v) The Appointment Order of Justice MacNeil dated September 23, 2025; and
- (w) Such further and other grounds as the lawyers may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

- (x) The First Report of the Receiver; and
- (y) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

November 25, 2025

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Lawyers for the Receiver

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AND TO: **LECLAIR FINANCIAL
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SCHEDULE "A"
(SERVICE LIST as at September 25, 2025)

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SCHEDULE "B"
DOCUMENTS RELATING TO
379 CHARETTE AVENUE, SUDBURY ONTARIO P0M 1L0

1. Rent roll for 379 Charette Avenue, Sudbury Ontario P0M 1L0.
2. Contact information for existing tenants.
3. Employee listing including contact information (if any).
4. Copies of existing insurance policies.
5. Utility account particulars for 379 Charette Avenue, Sudbury Ontario P0M 1L0.
6. Creditor listing pertaining to liabilities associated with 379 Charette Avenue, Sudbury Ontario P0M 1L0.
7. Identify bank accounts used in operations.
8. Copies of existing appraisals and/or environmental reports (if any).
9. Copies of municipal work orders and/or bylaw violations (if any).
10. Copies of most recent internal and externally prepared financial statements.
11. Aged accounts receivable and accounts payable listings as of the most recent date available.
12. Copies of most recent Statements of Account for employee source deductions and GST/HST along with correspondence in support of any existing payment arrangements.

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
Applicant

-and- JASON DANIEL PATTENDEN
Respondent

Court File No. CV-25-00091593-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
HAMILTON

NOTICE OF MOTION

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Lawyers for the Receiver

TAB B

Court File No. CV-25-00091593-0000

**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**

**FIRST REPORT OF BDO CANADA LIMITED.
IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER
OF JASON DANIEL PATTENDEN**

November 18, 2025

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APPENDICES

1. Appointment Order
2. Email to Jason Daniel Pattenden dated September 23, 2025
3. Property Manager's report dated October 6, 2025
4. Property Manager's reports of various dates
5. Email to Alain Denis dated October 21, 2025
6. Letter to Jason Daniel Pattenden dated October 31, 2025
7. Email to Co-operators General Insurance Company dated September 24, 2025
8. Correspondence with Leclair Financial Planning Inc. of various dates

I. APPOINTMENT AND BACKGROUND

1. This first report (this “**First Report**”) is filed by BDO Canada Limited. (“**BDO**”) in its capacity as the Court-appointed receiver and manager (in such capacity, the “**Receiver**”) of Jason Daniel Pattenden (“**Mr. Pattenden**” or the “**Debtor**”).
2. BDO was appointed as the Receiver of all the assets, undertakings, and properties of Mr. Pattenden (collectively, the “**Property**”) by Order of the Honourable Justice MacNeil of the Ontario Superior Court of Justice (the “**Court**”) made on September 23, 2025 (the “**Appointment Order**”). The Appointment Order was made upon the application of the Debtor’s secured creditor, Caisse Desjardins Ontario Credit Union Inc. (“**Caisse**”). Attached as **Appendix "1"** to this First Report is a copy of the Appointment Order.
3. The Appointment Order, among other things, ordered:
 - a) that BDO is appointed as Receiver, without security, of the Property;
 - b) that the Receiver is empowered and authorized to take possession of and exercise control over the Property;
 - c) that Mr. Pattenden, as the Debtor, and all other individuals or entities, having notice of the Receivership Order shall advise the Receiver of the existence of any Property in such Person's (defined therein) possession or control, grant immediate and continued access to the Property to the Receiver, and shall deliver all such property to the Receiver upon request; and

- d) that all Persons shall advise the Receiver of the existence of any Records (defined therein) and shall provide to the Receiver with unfettered access to the Records.
4. The Receiver retained Fogler Rubinoff LLP as its independent counsel (the “**Receiver’s Counsel**”).

II. PURPOSE OF THIS FIRST REPORT AND DISCLAIMER

5. The First Report in this proceeding is filed in support of the Receiver's motion for:
- a) An Order (the "**Writ of Possession Order**"), inter alia:
 - i. ordering that the Receiver is entitled to vacant possession of 379 Charette Avenue, Sudbury Ontario P0M 1L0 ("**Charette**"), subject to the rights of the existing Tenants (defined below);
 - ii. granting leave to the Receiver to issue a writ of possession against Charette; and
 - iii. ordering Mr. Pattenden is prohibited from trespassing on Charette after possession of Charette is delivered to the Receiver pursuant to the terms of this Writ of Possession Order.
 - b) An Order ("**Disclosure Order**"):
 - i. ordering Mr. Pattenden to disclose 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 "A" to the Notice of Motion; and

- ii. ordering Leclair Financial Planning Inc. ("**Leclair**") to disclose all information and provide 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.

III. THE WRIT OF POSSESSION ORDER

6. Pursuant to paragraph 3(a) of the Appointment Order, the Receiver is authorized to take possession of and exercise control over the Property.
7. Pursuant to paragraph 4 of the Appointment Order, the Debtor and any other Person (defined therein) shall advise the Receiver of the existence of any Property in such Person's possession or control, grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon request.
8. The principal Property in this receivership is Charette, which is a multifamily rental property located in Sudbury, Ontario.
9. Charette consists of six separate rental units.
10. Out of the six rental units:

- a) five of the units are occupied by tenants (the "**Tenants**"); and
 - b) one of the units, Unit #3 is vacant.
11. The Receiver has confirmed the accuracy of the above Tenant information with Ms. Jennifer Cu of Richmond Advisory Services Inc. (the "**Property Manager**"), property manager engaged by the Receiver with respect to Charette.
 12. After the Appointment Order was issued, the Receiver communicated with Mr. Pattenden over the phone to inform him of the Receiver's appointment.
 13. The Receiver followed up with an email to Mr. Pattenden confirming the same and asking Mr. Pattenden to provide the Receiver with a list of documents relating to Charette and 3650 Errington Avenue, Sudbury Ontario P0M 1L0 ("**Errington**"), which is the subject property of the separate receivership proceeding against Mr. Pattenden's company Pattenden Holdings Inc. A copy of the Receiver's email to Mr. Pattenden dated September 23, 2025, is attached hereto as **Appendix "2"**.
 14. Mr. Pattenden did not provide any of the documents the Receiver requested.
 15. Shortly after the appointment without a response from Mr. Pattenden, the Receiver engaged the Property Manager to effect possession and manage Charette, including changing the locks to Charette's front door and the rental units on or about September 26, 2025.
 16. Because Mr. Pattenden failed to provide the Receiver with records relating to Charette, the Receiver was forced to instruct the Property Manager to create its own rent roll, making it

impossible or impracticable for the Receiver to ascertain whether all the rent have been paid to date and whether there remains any rent payment owing from any of the Tenants.

17. The Receiver, via the Property Manager, has only collected \$5,150.00 in rent to date from tenants of Charette, because of Mr. Pattenden's failure to cooperate as set out in this First Report.
18. The Property Manager has reported the following to the Receiver:
 - a) Mr. Pattenden harassed the Tenants for direct rent payment to Mr. Pattenden, resulting in at least one occasion where the Tenant was forced to call the police on Mr. Pattenden; attached as Exhibit "B" **Appendix "3"** is one of these reports of harassment;
 - b) Despite the Property Manager having changed locks at Charette, Mr. Pattenden regained access to Charette and has allowed non-tenants to remain in Charette without permission of the Receiver, including the basement common area; attached as **Appendix "4"** are copies of reports from the Property Manager relating to the basement; and
 - c) Mr. Pattenden has made repeated demands to the Property Manager for keys to Charette 's rental units, which the Property Manager refused.
19. Generally, the Property Manager reported to the Receiver that Mr. Pattenden's continued presence has caused and is still causing confusion for the Tenants as to whom they should pay rent and who has authority to manage Charette.

20. On or around October 21, 2025, the Receiver discovered that Mr. Pattenden had contacted a real estate agent, Mr. Alain Denis, attempting to list Charette and Errington for sale. Attached as **Appendix "5"** is the Receiver's email to Mr. Denis, confirming that the Receiver has been appointed over Mr. Pattenden's Property and that Mr. Pattenden has no authority to engage him.
21. When Mr. Pattenden's continued control and interference with the Receiver became more apparent, the Receiver instructed counsel request Mr. Pattenden to remove himself from Charette voluntarily. A copy of counsel's letter to Mr. Pattenden is attached hereto as **Appendix "6"**.
22. As at the date of this First Report, the Receiver has not received a response from Mr. Pattenden.
23. Mr. Pattenden has failed to cooperate as set out above and has interfered with the Receiver's possession and management of Charette.
24. Mr. Pattenden's continued presence in and control over Charette poses a realistic risk to Charette and its operation as a rental property.

IV. DISCLOSURE ORDER

25. As Mr. Pattenden failed to provide the documents enumerated in the Receiver's email to him attached as Appendix 2 herein, the Receiver is seeking, as part of the Disclosure Order, an order for Mr. Pattenden to disclose these documents relating to Charette.

26. Also as part of the Disclosure Order, the Receiver also seeks an order for to disclose certain documents relating to insurance policies placed on Charette.
27. 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. A copy of the Receiver's email to Co-operators General Insurance Company dated September 24, 2025 is hereto attached as **Appendix "7"**.
28. The Receiver repeatedly reached out to Leclair requesting documents relating to the said policy.
29. Leclair refused to provide any documents, other than advising verbally over the phone that there was no current policy on Charette.
30. The Receiver asked Leclair to confirm that there was no policy on Charette in writing. This request was also ignored. Copies of correspondence of various dates addressed to Leclair are attached hereto as **Appendix "8"**.
31. 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.

V. RECOMMENDATIONS

32. The Receiver respectfully requests that this Honourable Court grant the relief sought in this First Report and the Notice of Motion dated November 18, 2025.

All of which is respectfully submitted.

Dated at Toronto this 18th day of November 2025.

BDO Canada Limited

solely in its capacity as the Court-appointed
Receiver of Jason Daniel Pattenden and not in its personal
or corporate capacities

Per:



Name: Christopher Mazur, CIRP, LIT
Title: Partner/Senior Vice President

TAB 1

APPENDIX 1

Court File No. CV-25-00091592-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)	TUESDAY, THE 23 RD
)	
JUSTICE MACNEIL)	DAY OF SEPTEMBER, 2025

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

APPOINTMENT ORDER

THIS APPLICATION made by the Applicant, Caisse Desjardins Ontario Credit Union Inc. (the "**Caisse**"), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing BDO Canada Limited ("**BDO**") as receiver and manager (in such capacities, the "**Receiver**") without security, over all property, assets and undertakings of Pattenden Holdings Inc. ("**Pattenden**" or the "**Borrower**" or the "**Debtor**") acquired for or used in relation to all of the Debtor's right, title and interest in and to all of the property more particularly described at **Schedule "A"** including all proceeds thereof (the "**Property**"), was heard this day by videoconference at 45 Main Street East, Hamilton, Ontario.

ON READING the Affidavit of Olivier Ludger Ménard, affirmed August 19, 2025 and the Exhibits to it, and on hearing the submissions of counsel for the Applicant and the other parties listed on the Participant Information Sheet, with no one else appearing for the parties listed on the Service List although duly served as appears from the affidavits of service, filed, and on reading the Consent of BDO to act as the Receiver, filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is abridged and validated so that this application is properly returnable today and dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO is appointed Receiver, without security, over the Property.

RECEIVER'S POWERS

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 and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the

relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor and collect on all accounts at deposit-taking institutions such as the accounts in the name of the Debtor at any financial institution;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required,

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a Purchaser or Purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to make an assignment in bankruptcy on behalf of the Debtor, to consent on behalf of the Debtor to the making of a bankruptcy order against the Debtor, and for BDO to act as the licensed insolvency trustee of the Debtor;
- (q) to enter into agreements with any licensed insolvency trustee appointed in respect of the Debtor (if not BDO), including, without limiting the generality

of the foregoing, the ability to enter into occupation agreements for any Property owned or leased by the Debtor;

- (r) to apply for any permits, licenses, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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.

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-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the

Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** any and all financial institutions, banks, and their affiliates, shall produce to the Receiver any and all Records, banking documents related to the Debtor, any transaction supporting document and any of the Debtor's records in its possession or control, having regard to the limitations of the financial institutions' retention and storage policies and practices, notwithstanding that any disclosure may include "personal property" about third parties as defined in the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended.

8. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

9. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

10. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

12. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the Supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the

Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor’s behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA AND CASL

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective Purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information

to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The Purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

17. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of cause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

18. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other

contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

19. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER’S ACCOUNTS

20. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are granted a charge (the “**Receiver's Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the

Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **THIS COURT ORDERS** that 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 referred to a judge of the Ontario Superior Court of Justice.

22. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

23. **THIS COURT ORDERS** that the Receiver be at liberty and it is empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment

of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

24. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

25. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

26. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

27. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservicecommercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the

Rules of Civil Procedure. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/PattendenHoldings>.

28. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

29. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder on five (5) business days notice.

30. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a licensed insolvency trustee in the bankruptcy of the Debtor.

31. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

32. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

33. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

34. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

35. **THIS COURT ORDERS** that this Order and all of its provisions shall take effect as of 12:01 am on the date of this Order and shall be immediately enforceable without the need for further entry or filing notwithstanding Rule 59.05. In accordance with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or application for leave to appeal is brought to an appellate court.

Date of issuance _____

(to be completed by registrar)

B. MacNeil, J.

(Signature of judge, officer or registrar)

SCHEDULE "A"

Legal description of the Property:

1. PCL 17284 SEC SWS; PT LT 2 CON 4 BALFOUR AS IN LT171233 EXCEPT PT 1 SR2192; GREATER SUDBURY, PIN 73351-0254 (LT) and municipally known as 3650 Errington Avenue, Chelmsford, Ontario.

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that BDO Canada Limited., the receiver and manager (the "**Receiver**") of the assets, undertakings and properties of Pattenden Holdings Inc. ("**Pattenden**" or the "**Borrower**" or the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor regarding the Property, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the 23rd day of September, 2025 (the "**Order**") made in an application having Court File Number CV-25-00091592-0000 has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] / [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority

of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Sudbury, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____, day of _____, 20____.

BDO Canada Limited., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____
Name:

Title:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

Court File No. CV-25-00091592-0000
Pattenden Holdings Inc. et al.

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**PROCEEDING COMMENCED AT
HAMILTON**APPOINTMENT ORDER****GOWLING WLG (CANADA) LLP**Barristers & Solicitors
One Main Street West
Hamilton, ON L8P 4Z5

Tel: 905-540-8208

Bart Sarsh (LSO No. 59208N)Tel: 905-540-3242
Bart.Sarsh@gowlingwlg.com**Zachary Dubeau (LSO No. 79404A)**Tel: 905 540 2483
zachary.dubeau@gowlingwlg.com

Lawyers for the Applicant

File Number: G10065521

TAB 2

APPENDIX 2

Archived: Sunday, November 16, 2025 8:09:16 AM

From: [Griffiths, Darren](#)

Sent: Tue, 23 Sep 2025 20:45:57



To: jakep070209@gmail.com

Subject: Jason Daniel Pattenden & Pattenden Holdings Inc.

Importance: Normal

Sensitivity: None

Attachments:

[MacNeil J. Order - Caisse Desjardins v. Pattenden - CV-25-91593 - Sept 23, 2025.pdf](#)  [MacNeil J. Order - Caisse Desjardins v. Pattenden Holdings et al - CV-25-91592 - Sept 23, 2025.pdf](#) 

Hi Jason,

Further to our call this afternoon, please be advised that BDO Canada Limited (“BDO”) has been appointed by the Ontario Superior Court of Justice as Receiver with respect to:

1. Jason Daniel Pattenden, re: 379 Charette Ave, Sudbury
2. Pattenden Holdings Inc., re: 3650 Errington Ave, Chelmsford

Copies of the respective Appointment Orders are attached for your reference.

Please advise your availability to meet at the subject properties at which time BDO, as Receiver, may elect to effect possession.

Please also provide the following information:

1. Rent roll for both properties.
2. Contact information for existing tenants.
3. Employee listing including contact information (if any).
4. Copies of existing insurance policies.
5. Utility account particulars for both properties.
6. Creditor listing pertaining to liabilities associated with both properties.
7. Identify bank accounts used in operations.
8. Copies of existing appraisals and/or environmental reports (if any).
9. Copies of municipal work orders and/or bylaw violations (if any).
10. Copies of most recent internal and externally prepared financial statements.
11. Aged accounts receivable and accounts payable listings as of the most recent date available.
12. Copies of most recent Statements of Account for employee source deductions and GST/HST along with correspondence in support of any existing payment arrangements.

Your attention to this matter is appreciated.

Thank you,

Darren Griffiths

Senior Manager VP, Business Restructuring & Turnaround Services

Financial Advisory Services

Direct: 289-678-0231

[BDO Canada Limited](#)

[SIGN UP FOR OUR NEWSLETTER](#)



Valuations & Modelling



M&A & Capital Markets



Forensic Disputes & Investigations



Value Creation



Business Restructuring & Turnaround Services



Personal Debt Solutions

TAB 3

APPENDIX 3

From: Arun Mehta [REDACTED]
Sent: Monday, October 6, 2025 6:39 PM
To: Griffiths, Darren
Cc: Harper, Glenn; Jennifer Cu; Jennifer McGraw
Subject: [EXT] [REDACTED] 379 Charette Ave

Darren note message to our call center which of course is concerning relative to rent collection.
 Thanks.

Arun Mehta
 President
 Richmond Advisory Services Inc.
 Property Management & Facility Services
 Awarded Five Times
 Cellular: [REDACTED]
 24 -7 Bilingual Call Centre 1-866-548-4019
 Fax: 647-547-2112

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-----Original Message-----

From: operations_cornwall@answerplus.com <operations_cornwall@answerplus.com>
 Sent: Monday, October 6, 2025 12:27 PM

URGENT:| No |
 FOR:| [REDACTED] |
 NAME:| [REDACTED] |
 TEL#:| [REDACTED] |
 ADDRESS:| [REDACTED] 379 Charette Ave |
 CITY:| Chelmsford |
 PROVINCE:| ON |
 POSTAL CODE:| P0M1L0 |
 BEST TIME:| Anytime |
 EMAIL: [REDACTED]@gmail.com

RE:| Calling about the 24 hour notice about the locks being changed. He lives there with his girlfriend. He needs a copy of the lease and who he is supposed to pay the rent to. Also former owner Jason has been harrassing him and just came to the house demanding the rent money. He has called the police and will file a report. When calling back please call 24 [REDACTED]st and then try the above number.

|

TAB 4

APPENDIX 4

From: Jennifer Cu [REDACTED]
Sent: Thursday, November 6, 2025 5:41 PM
To: Griffiths, Darren
Cc: Harper, Glenn; Han, Ding
Subject: FW: [EXT] RE: 379 Charette
Attachments: ATTN: Urgent Concerns Regarding Unsafe and Unlivable Conditions in the Building

Ding further to your query as to which basement unit the drug dealings were occurring at 379 Charette. Our trade advises it was in the "common" area with the debris/contents that we were planning to place in storage before pest control. Just an open room in the basement. Not a formal apartment.

Thank you,

Jennifer Cu
 Sr. Team Leader
 Richmond Advisory Services Inc.
 Property Management & Facility Services
 Awarded Five Times
 Cellular: [REDACTED]
 24 -7 Bilingual Call Centre 1-866-548-4019
 Fax: 647-547-2112

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From: Jennifer Cu
Sent: Thursday, November 6, 2025 5:19 PM
To: 'Griffiths, Darren' [REDACTED]
Cc: 'Harper, Glenn' [REDACTED]; Han, Ding [REDACTED]
Subject: RE: [EXT] RE: 379 Charette

Darren by way of update per our attendance yesterday:

There was no need to install temp heaters. The hydro is on in the building, the Tenant simply did not have the thermostat in her apartment turned on.
 Outlet receptacle has been repaired.
 Her stairs/handrails have been beefed up and secured.
 We'll be on site to address the exterior garbage.

Ding it was a pleasure speaking with you earlier today. Pls note above relative to the updates as discussed.

Thank you,

Jennifer Cu
 Sr. Team Leader

From: Jennifer Cu [REDACTED]
Sent: Wednesday, October 1, 2025 2:26 PM
To: Griffiths, Darren; Arun Mehta
Cc: Harper, Glenn
Subject: RE: [EXT] RE: Pattenden, 379 Charette Ave Unit [REDACTED]
Attachments: image001.jpg; image006.jpg; image002.jpg; image005.jpg; image003.jpg; image004.jpg

Darren we received a call from the Tenant, quotes to follow for the repairs.
 She also mentioned that there are fleas in the building, we would need to have pest control conduct the assessment, in coordination with the Tenants.
 Lastly, she said that the basement Tenant is engaged in drug activity, she leaves the side access door unlocked to allow her 'customers' to come through.
 One of those said customers happened to be the debtor, who was onsite today.
 I have advised her to call the police real time as they occur, relative to these ongoing.

- Hot water faucet is broken
- Electrical outlet in the kitchen
- Bulbs missing in the bathroom

NAME: | [REDACTED]
 TEL#: | [REDACTED] |
 ADDRESS: | 379 Charette Ave |
 CITY: | Thomasford |
 PROVINCE: | ON |
 POSTAL CODE: | P0M1L0 |
 BEST TIME: | Anytime |
 EMAIL: [REDACTED]@gmail.com

Thank you,

Jennifer Cu
 Sr. Team Leader
 Richmond Advisory Services Inc.
 Property Management & Facility Services
 Awarded Five Times
 Cellular: [REDACTED]
 24 -7 Bilingual Call Centre 1-866-548-4019
 Fax: 647-547-2112

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From: Jennifer Cu
Sent: Tuesday, September 30, 2025 12:35 PM

TAB 5

APPENDIX 5

Archived: Sunday, November 16, 2025 8:09:02 AM

From: [Griffiths, Darren](#)

Sent: Tue, 21 Oct 2025 18:03:40



To: aldenis@royalpage.ca

Subject: Jason Daniel Pattenden & Pattenden Holdings Inc.

Importance: Normal

Sensitivity: None

Attachments:

[ISSUED Appointment Order re Pattenden Holdings et al - MacNeil J - 23-SEP-2025\(90274521.1\).pdf](#)  [ISSUED Appointment Order re Jason Pattenden - MacNeil J - 23-SEP-2025\(90274557.1\).pdf](#) 

Hi Alain,

Further to our call, please be advised that BDO Canada Limited acts as Court Appointed Receiver over the following properties:

1. 1. Jason Daniel Pattenden, re: 379 Charette Ave, Chelmsford
2. 2. Pattenden Holdings Inc., re: 3650 Errington Ave, Chelmsford

Copies of the respective Court Orders are attached for your reference.

As a result of the receivership, Mr. Pattenden is not in a position to engage you to list the properties for sale.

Should you wish to discuss this matter further, please do not hesitate to contact me.

Thank you,

Darren Griffiths

Senior Manager VP, Business Restructuring & Turnaround Services

Financial Advisory Services

Direct: 289-678-0231

[BDO Canada Limited](#)

805 - 25 Main Street W

Hamilton, ON L8P 1H1

Canada

[SIGN UP FOR OUR NEWSLETTER](#)



Valuations & Modelling



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Forensic Disputes & Investigations



Value Creation



Business Restructuring & Turnaround Services



Personal Debt Solutions

TAB 6

APPENDIX 6



Fogler, Rubinoff LLP
Lawyers

Scotia Plaza
40 King Street West, Suite 2400
P.O. Box #215
Toronto, ON M5H 3Y2
t: 416.864.9700 | f: 416.941.8852
foglers.com

Lawyer: Scott R. Venton
Direct Dial: 416.941.8870
E-mail: sventon@foglers.com

October 31, 2025

Our File No. 253654

VIA PROCESS SERVER AND E-MAIL

Pattenden Holdings Ltd
3650 Errington Avenue
Chelmsford ON, P0M 1J0

Jason Daniel Pattenden
379 Charette Avenue
Sudbury Ontario, P0M 1L0

Attention: Jason Daniel Pattenden

Dear Sir:

Re: 3650 Errington Avenue, Chelmsford ("Errington"); 379 Charette Avenue, Sudbury ("Charette")

We are solicitors for BDO Canada Limited, which, as you know, has been appointed receiver (the "**Receiver**") of all of the assets, undertakings and properties of Pattenden Holdings Inc. and you personally, pursuant to orders of Justice MacNeil, of the Ontario Superior Court of Justice (the "**Appointment Orders**") dated September 23, 2025. Copies of the Appointment Orders are attached for ease of reference.

We understand you continue to reside on the premises of Errington and occupy or access the premises of Charette.

We are advised that you have interfered with the mandate of the Receiver by:

1. collecting rent from tenants of Charette and/or Errington;
2. attempting to list Charette and/or Errington for sale; and
3. permitting squatters or other non-tenants inside the premises at Charette and/or Errington.

Pursuant to the Appointment Orders, the Receiver is authorized to take possession of and manage Errington and Charette and you are obliged to cooperate with Receiver and acquiesce to the requests of the Receiver and its agents. In this regard, the Receiver has engaged Richmond Advisory Services Inc. as its Agent to manage the Errington and Charette properties including the collection of rent from tenants.

You have acted in blatant disregard and contravention of the express terms of the Appointment Orders, including without limitations sections 4, 5, 6 and 12 thereof, requiring you to provide access and records relating to the Properties, to co-operate and not to interfere with the Receiver.

We have been instructed to seek leave of the court for a writ of possession in favour of the

Receiver which enforces the orders for possession of Charette and Errington which will lead to your eviction or removal from Errington and Charette.

However, the Receiver is willing to offer you a one-time lump-sum payment of \$3,500 on a without prejudice basis for you to do the following:

1. surrender possession of Errington and Charette;
2. provide the Receiver with all keys and records, including without limitation rent rolls and all existing leases, pertaining to Charette and Errington;
3. remit to the Receiver the rent collected by you past the date of the Appointment Orders; and
4. direct the existing tenants to remit rental payments to the Receiver or the property manager engaged by the Receiver;

by November 14, 2025. Once you have surrendered possession of Errington and Charette to the Receiver and complied with the above in a manner satisfactory to the Receiver, the Receiver will provide you with a cheque in the amount of \$3,500.

Failing your voluntary surrender, and compliance with the Receiver's above requests, we are instructed seek leave of the court for a writ of possession enforcing the possession of Errington and Charette and other remedies as applicable, without further notice.

We reserve the right to bring this letter to the attention of the court.

Yours truly,

FOGLER, RUBINOFF LLP



Scott R. Venton*

Partner

*Services provided through a professional corporation

SRV/dh

Encls.

TAB 7

APPENDIX 7

Archived: Sunday, November 16, 2025 8:09:11 AM

From: [Griffiths, Darren](#)

Sent: Wed, 24 Sep 2025 16:32:08



To: claims_notification@cooperators.ca

Subject: Jason Daniel Pattenden & Pattenden Holdings Inc.

Importance: Normal

Sensitivity: None

Attachments:

[MacNeil J. Order - Caisse Desjardins v. Pattenden - CV-25-91593 - Sept 23, 2025.pdf](#)  [MacNeil J. Order - Caisse Desjardins v. Pattenden Holdings et al - CV-25-91592 - Sept 23, 2025.pdf](#) 

Dear Sir or Madam,

We are writing to you in our capacity as Court Appointed Receiver with respect to:

1. Jason Daniel Pattenden, re: 379 Charette Ave, Sudbury
2. Pattenden Holdings Inc., re: 3650 Errington Ave, Chelmsford

Copies of the respective Appointment Orders are attached for your reference.

We understand one or both properties are insured with the co-operators and have been provided with the following policy no:

- * 4001309854

Please confirm the existence of insurance coverage for the above 2 properties, provide copies of the respective policies, and advise status of premiums.

Assuming one or both properties are insured with the co-operators, please add BDO Canada Limited, in our capacity as Receiver, as an additional named insured.

Should you have any questions, please do not hesitate to contact me.

Thank you for your assistance.

Darren Griffiths

Senior Manager VP, Business Restructuring & Turnaround Services

Financial Advisory Services

Direct: 289-678-0231

[BDO Canada Limited](#)

805 - 25 Main Street W

Hamilton, ON L8P 1H1

Canada

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Valuations & Modelling



M&A & Capital Markets



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Value Creation



Business Restructuring & Turnaround Services



Personal Debt Solutions

TAB 8

APPENDIX 8



Fogler, Rubinoff LLP
Lawyers

Scotia Plaza
40 King Street West, Suite 2400
P.O. Box #215
Toronto, ON M5H 3Y2
t: 416.864.9700 | f: 416.941.8852
foglers.com

Lawyer: Scott R. Venton
Direct Dial: 416.941.8870
E-mail: sventon@foglers.com

October 3, 2025

Our File No. 253654

VIA COURIER AND E-MAIL

[LECLAIR FINANCIAL CHELMSFORD@COOPERATORS.CA](mailto:LECLAIR_FINANCIAL_CHELMSFORD@COOPERATORS.CA)

Co-Operators - Leclair Financial Planning Inc
3146 Laura Dr #5
Chelmsford, ON P0M 1L0

Dear Sirs/Mesdames:

**Re: Jason Daniel Pattenden ("Mr. Pattenden") & Pattenden Holdings Inc.
("PHI")**

We are solicitors for BDO Canada Limited, which has been appointed receiver (the "**Receiver**") of all the assets, undertakings, and properties of Mr. Pattenden and PHI pursuant to orders of Justice MacNeil of the Ontario Superior Court of Justice (the "**Appointment Orders**") dated September 23, 2025, copies of which you have previously been provided and which are again enclosed for your reference.

Pursuant to the terms of the Appointment Orders, the Receiver is empowered and authorized to, among other things, receive, preserve, and protect the debtors' property, principally the real properties located at 379 Charette Ave, Sudbury ("**Charette**") and 3650 Errington Ave, Chelmsford ("**Errington**"), and any proceeds thereof.

The Receiver has asked that you provide documents and information regarding insurance coverages placed on Charette and Errington, and that you name the Receiver as an additional insured. We understand that you have refused these requests made by the Receiver.

Paragraphs 4 and 5 of the Appointment Orders set out:

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.

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-client communication or due to statutory provisions prohibiting such disclosure.

Also, under section 3(b) of the Appointment Orders, the Receiver has the power and authority to, among other things, place insurance coverage on the Charette and Errington real properties as may be necessary or desirable in the circumstances.

Pursuant to the Appointment Orders, you are required to comply with the Receiver's requests for documents and information and the delivery of the property, including in this case any applicable insurance policy to the Receiver and by adding the Receiver as an additional insured thereunder. Your obligation to comply with the Receiver's requests under the Appointment Orders is not conditional on the consent of Mr. Pattenden.

In light of the above, we again kindly request that you:

1. Provide copies of the insurance policies relating to Charette and Errington;
2. Advise the status of insurance coverage relating to Charette and Errington;
3. Advise the status of premiums relating to Charette and Errington; and
4. Add BDO Canada Limited, in its capacity as Receiver of all assets, properties, and undertakings of Jason Pattenden and Pattenden Holdings Inc., as an additional named insured under the applicable policies.



Please do not hesitate to reach out to us directly if you have any questions.

Yours truly,

FOGLER, RUBINOFF LLP

Scott R. Venton*
Partner

*Services provided through a professional corporation

SRV/dh



Fogler, Rubinoff LLP
Lawyers

Scotia Plaza
40 King Street West, Suite 2400
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t: 416.864.9700 | f: 416.941.8852
foglers.com

Lawyer: Scott R. Venton
Direct Dial: 416.941.8870
E-mail: sventon@foglers.com

October 23, 2025

Our File No. 253654

VIA COURIER AND E-MAIL

LECLAIR_FINANCIAL_CHELMSFORD@COOPERATORS.CA

Co-Operators - Leclair Financial Planning Inc
3146 Laura Dr #5
Chelmsford, ON P0M 1L0

Dear Sirs/Mesdames:

**Re: Jason Daniel Pattenden ("Mr. Pattenden") & Pattenden Holdings Inc.
("PHI")**

As you know, we are solicitors for BDO Canada Limited, which has been appointed receiver (the "**Receiver**") of all the assets, undertakings, and properties of Mr. Pattenden and PHI pursuant to orders of Justice MacNeil of the Ontario Superior Court of Justice (the "**Appointment Orders**") dated September 23, 2025, copies of which you have previously been provided.

We refer you to our correspondence dated October 6, 2025, in which we explained the Receiver's role vis-à-vis Mr. Pattenden and PHI, and requested that you provide documents and information relating to insurance coverage on the real properties located at 379 Charette Ave, Sudbury ("**Charette**") and 3650 Errington Ave, Chelmsford ("**Errington**").

You have refused these requests, stating that you would require Mr. Pattenden's approval in order to release the applicable documents and information.

You have also advised us verbally that there is no current insurance coverage on Charette or Errington.

We strongly urge you to seek legal advice regarding the content of the Appointment Orders and our request for documents and information. The Receiver has stepped into the shoes of Mr. Pattenden and PHI and is authorized to manage their respective assets. Mr. Pattenden and PHI no longer have a say with respect to any of their respective assets or properties. The provision of information and records to the Receiver by third parties such as yourself is expressly provided for in the Appointment Orders.



By refusing to cooperate with the Receiver, you are interfering with the Receiver's affairs and disobeying court orders. If you do not cooperate and provide the documents and information requested in our correspondence dated October 6, 2025, we will seek instructions to apply to the court to compel compliance. Should this become necessary, we will seek costs of that proceeding against you, as it is entirely avoidable if you comply with our request pursuant to the Appointment Orders.

We again request that you respond in writing to the following by no later than October 27, 2025:

1. Provide copies of the insurance policies relating to Charette and Errington;
2. Advise the status of insurance coverage for Charette and Errington;
3. Advise the status of premiums for Charette and Errington;
4. If there is current insurance coverage for Charette and Errington, add BDO Canada Limited, in its capacity as Receiver of all assets, properties, and undertakings of Jason Pattenden and Pattenden Holdings Inc., as an additional named insured under the applicable policies; and
5. If there is no current insurance coverage for Charette and Errington, provide information regarding the cost of reinstating the previous policy(ies) and advise the date of cancellation or lapse of coverage.

The Receiver's goal is to confirm whether there is coverage and, if not, place cost-effective and appropriate coverage on Charette and Errington as soon as possible so as to safeguard these assets. Please do not hesitate to contact us directly if you have any questions.

Once again, we strongly urge you to seek legal advice regarding the Appointment Orders and our request for documents and information.

Yours truly,

FOGLER, RUBINOFF LLP

A handwritten signature in blue ink, appearing to read "Scott R. Venton".

Scott R. Venton*
Partner

*Services provided through a professional corporation

SRV/dh

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
Applicant

-and- JASON DANIEL PATTENDEN
Respondent

Court File No. CV-25-00091593-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
HAMILTON

**FIRST REPORT 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

TAB C

- 2 -

ON READING the First Report of the Receiver dated November 18, 2025 (the "**First Report**") and on hearing the submissions of the lawyers for the Receiver and such other parties listed on the participant information form, no one else appearing although duly served as appear from the Affidavit of Service of Mary Gatto, sworn November , 2025.

1. **THE COURT ORDERS** that Jason Daniel Pattenden, his agent(s) and related part(ies) be and are hereby 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

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
Applicant

-and- JASON DANIEL PATTENDEN
Respondent

Court File No. CV-25-00091593-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

ORDER (TRESPASS ORDER)

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

TAB D

Court File No. CV-25-00091593-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
)
JUSTICE) THE
) DAY OF, 2025

B E T W E E N:

(Court Seal)

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

ORDER

(Disclosure Order)

THIS MOTION, made by BDO Canada Limited as receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of the Respondent Jason Daniel Pattenden ("**Mr. Pattenden**") for the Disclosure Order was heard this day at 45 Main Street East, Hamilton, Ontario L8N 2B7 by video conference.

- 2 -

ON READING the First Report of the Receiver dated November 18, 2025 (the "**First Report**") and on hearing the submissions of the lawyers for the Receiver and such other parties listed on the participant information form, no one else appearing although duly served as appear from the Affidavit of Service of Mary Gatto, sworn November , 2025.

1. **THE COURT ORDERS** that Jason Daniel Pattenden shall, within 7 days of the date of this Order, disclose any and all information and provide any and all documents in his custody or possession relating to the real property located at 379 Charette Avenue, Sudbury Ontario P0M 1L0 ("**Charette**"), including but not limited to those listed in **Schedule "A"** to this Order.

2. **THE COURT ORDERS** that Leclair Financial Planning Inc. shall, within 7 days of the date of this Order, disclose 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.

Date of issuance
(to be completed by registrar)

(Signature of judge, officer or registrar)

- 3 -

SCHEDULE "A"
DOCUMENTS RELATING TO
379 CHARETTE AVENUE, SUDBURY ONTARIO P0M 1L0

1. Rent roll for 379 Charette Avenue, Sudbury Ontario P0M 1L0.
2. Contact information for existing tenants.
3. Employee listing including contact information (if any).
4. Copies of existing insurance policies.
5. Utility account particulars for 379 Charette Avenue, Sudbury Ontario P0M 1L0.
6. Creditor listing pertaining to liabilities associated with 379 Charette Avenue, Sudbury Ontario P0M 1L0.
7. Identify bank accounts used in operations.
8. Copies of existing appraisals and/or environmental reports (if any).
9. Copies of municipal work orders and/or bylaw violations (if any).
10. Copies of most recent internal and externally prepared financial statements.
11. Aged accounts receivable and accounts payable listings as of the most recent date available.
12. Copies of most recent Statements of Account for employee source deductions and GST/HST along with correspondence in support of any existing payment arrangements.

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
Applicant

-and- JASON DANIEL PATTENDEN
Respondent

Court File No. CV-25-00091593-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

ORDER (DISCLOSURE ORDER)

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)

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dhan@foglers.com

Tel: 416-864-9302

Lawyers for the Receiver

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
Applicant

-and- JASON DANIEL PATTENDEN
Respondent

Court File No. CV-25-00091593-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
HAMILTON

MOTION RECORD

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)

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DING HAN (LSO# 91043P)

ghan@foglers.com

Tel: 416-864-9302

Lawyers for the Receiver