

mortgage, taking an assignment of it. The Plaintiff is wholly owned by Mansour's son, Reza Shamsipour ("Reza").

[7] The Plaintiff now seeks an order for judgment and sale of the property by way of summary judgment.

[8] Payam says that this Court should deny the Plaintiff summary judgment because Mansour, the true entity in control of the Plaintiff, orchestrated the buy-out of the Second Mortgage. He says that the Plaintiff and Mansour have colluded, and that the Plaintiff purchased the Second Mortgage in order to give Mansour unfair leverage in the dispute between Mansour and Payam over the Property. The purpose of this collusion is to cause Payam financial and reputational injury and improperly gain control over the Property. He says that the Plaintiff is exercising its rights in bad faith and for improper purposes. Therefore, the Plaintiff should not be allowed to recover additional interest and fees made payable under the Second Mortgage as a direct result of Mansour's refusal to consent to the sale of the Property.

[9] He also says that this proceeding is technically deficient because Payam's wife, Ima Tavakkoli ("Ima"), is not a party to this proceeding. She resides in the Property with Payam and it is their matrimonial home.

Decision

[10] For the reasons that follow I am granting the Plaintiff Judgment in the amount of \$567,767.25 with post judgment interest at the contract rate payable after June 9, 2023 as well as an Order for possession.

Issues

[11] In arriving at this decision, I have considered the following issues:

Issue 1: Is there a genuine issue as to whether Mansour is the true entity behind the Plaintiff and/or that they have colluded to improperly obtain control of the Property in order to harm Payam such that the Plaintiff should be denied the relief it seeks?

Issue 2: Is the Plaintiff precluded from seeking judgment on the basis that it failed to serve Payam's wife with the Statement of Claim?

Analysis

[12] Prior to considering the issues, it is important to set out a brief recitation of the summary judgment test.

[13] In accordance with r. 20.04(2) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194 (the "*Rules*"), the court shall grant summary judgment if the court is satisfied that there is no genuine issue requiring a trial with respect to a claim or defence.

[14] The Supreme Court of Canada in *Hryniak v. Mauldin*, 2014 SCC 7, [2014] 1 S.C.R. 87 (“*Hryniak*”), at para. 49, succinctly explained when there will be no genuine issue for trial:

There will be no genuine issue requiring a trial when the judge is able to reach a fair and just determination on the merits on a motion for summary judgment. This will be the case when the process: (1) allows the judge to make the necessary findings of fact, (2) allows the judge to apply the law to the facts, and (3) is a proportionate, more expeditious and less expensive means to achieve a just result.

[15] In determining whether there is a genuine issue requiring a trial, the court shall consider the evidence submitted by the parties and a judge may exercise any of the following powers under r. 20.04(2.1): (1) weighing the evidence; (2) evaluating the credibility of a deponent; and (3) drawing any reasonable inference from the evidence.

[16] In order to defeat a motion for summary judgment, the responding party must put forward some evidence to show that there is a genuine issue requiring a trial. A responding party on a summary judgment motion cannot rest solely on allegations in a pleading. Each side must “put their best foot forward” with respect to the existence or non-existence of material issues to be tried: *Mazza v. Ornge Corporate Services Inc.*, 2016 ONCA 753, 62 B.L.R. (5th) 211, at para. 9. Furthermore, “a summary judgment motion cannot be defeated by vague references as to what may be adduced if the matter is allowed to proceed to trial”: *Diao v. Zhao*, 2017 ONSC 5511 at para. 18.

Issue 1: Is there a genuine issue as to whether Mansour is the true entity behind the Plaintiff and/or that they have colluded to improperly obtain control of the Property in order to harm Payam?

[17] I have concluded that Payam has failed to establish a genuine issue that the Plaintiff conspired with Mansour to prevent Payam from selling the Property with the predominant purpose of damaging his reputation, depleting his equity in the Property, gaining an unfair advantage in the other litigation between them and selling the Property improvidently. I am satisfied that his process has allowed me to make necessary findings of fact and is a proportionate, more expeditious and less expensive means to achieve a just result.

[18] As such, there is no basis to refuse the relief requested by the Plaintiff.

[19] A brief recitation of the uncontradicted facts followed by the evidence in support of the allegations is instructive to explain my conclusion.

Uncontradicted facts

[20] Payam and Mansour formed a business and personal relationship after Payam acted as his real estate agent.

[21] They agreed to purchase and renovate the Property, which was held in Payam's name for the purpose of obtaining mortgage financing.

[22] There are various details about prior partners and mortgage arrangements which are not relevant for the purposes of this motion. Ultimately, Payam and Mansour each held a 50% beneficial interest in the Property.

[23] The parties entered into a Co-Tenancy and Trust Agreement on August 25, 2017 (stated to be effective as of October 1, 2016) which provided that:

- The Property could only be sold by mutual agreement. Further, neither one of them could seek partition and sale;
- Mansour had to pay 50% of the monthly amount of the first mortgage to Canadian Imperial Bank of Commerce ("CIBC") in the amount of \$2,150;
- The parties would share liability for \$750,000 of the first mortgage and the balance of the first mortgage beyond \$750,000. All subsequent mortgages registered after the first mortgage would be Payam's sole responsibility; and
- While receiving the benefit of the Property, Payam was 100% responsible for payment of realty taxes, home insurance, utilities, maintenance, and repair of the Property.

[24] The following mortgages are currently on the Property:

- First mortgage in favour of CIBC in the amount of \$1,358,000, obtained on January 3, 2017 (the "First Mortgage");
- Second mortgage to Community Trust Company in the amount of \$500,000, obtained on February 14, 2017 (the "Second Mortgage"); and
- Third mortgage in favour of Corwin Mortgage Holding Corp. in the amount of \$220,000, obtained on July 17, 2019 (the "Third Mortgage").

[25] All three mortgages are in default.

[26] On June 9, 2022, the Second Mortgagee issued a Notice of Sale.

[27] On July 4, 2022, the Plaintiff was incorporated.

[28] It is undisputed that Mansour's son Reza is the principal of the Plaintiff.

[29] On July 22, 2022, the Second Mortgagee assigned the Second Mortgage to the Plaintiff with the Plaintiff paying \$509,940.10 for the assignment.

[30] It is undisputed that as of June 9, 2023 the amount owed pursuant to the Second Mortgage was \$567,767.25 and that the interest rate on the Second Mortgage is 9.99 % per annum.

The Disputed Issues

[31] Payam says that there is a genuine issue as to collusion between Reza and Mansour primarily based upon two facts: i) Reza incorporated the Plaintiff and took an assignment of the Second Mortgage; and ii) Mansour did not consent to the sale of the Property when Payam requested it.

[32] There are a number of reasons why these arguments must fail.

The Assignment of the Second Mortgage to the Plaintiff

[33] Reza has explained in his reply affidavit dated August 24, 2023, that he took the steps to incorporate the Plaintiff and obtain an assignment of the Second Mortgage because this was a way to enforce the mortgage in an expedited and controlled manner at less cost than would be incurred by a financial institution.

[34] This evidence is undisputed and makes good business sense. I add that there is no suggestion that the Plaintiff's relationship with Mansour was ever concealed.

[35] While Payam's counsel argued that Reza's evidence is an admission that he is acting as Mansour's agent in some kind of nefarious scheme against Payam, the evidence falls well short of this conclusion. Children often seek to help their parents and the fact that they do so does not mean that they are acting improperly. Reza's explanation is reasonable and there is no persuasive basis in the record to conclude that he is motivated by any intention to harm Payam that would contradict his stated intention to assist his father by ensuring that the costs of sale are minimized.

[36] The chronology also supports this. The Second Mortgage went into default in May 2022. The Second Mortgagee issued a Notice of Sale on June 9, 2022, and the Plaintiff took an assignment of the Second Mortgage only afterwards on July 22, 2022.

[37] The suggestion that Reza would act so as to deliberately reduce the recovery on the Property makes no sense; since Payam is responsible for all mortgages on the Property in excess of \$750,000, the vast majority of the equity in the Property belongs to Mansour. Acting to deliberately and negatively affect the sale price would mostly harm his father, Mansour.

[38] Payam is seeking a significant inference of collusion and bad faith without even having cross examined Reza on his explicit denial of same. This falls well short of the obligation on a party to put his or her best foot forwards in response to a motion for summary judgment. While Payam's counsel argued that she suspected that the funds to pay out the Second Mortgage and obtain the Assignment were obtained from Mansour, there is no evidence of this. There is also no evidence of any communications between Mansour and Reza regarding this alleged collusion.

[39] Payam's counsel explained that the reason they did not cross examine Reza on this evidence is that the Plaintiff's Reply Motion Record was served by email, that it went into their firm's spam email and that they did not see it until recently. Had they seen it, they would have sought to cross examine Reza on his explanation. While I do not question counsel's submission as an officer of the court, this was the first the Plaintiff heard of this. There is no information before me as to when they found the Reply Motion Record in their spam. Depending upon the timing of this discovery, which is not before me, it is conceivable that they could have still conducted cross examination of Reza with an expedited transcript. It was their job to provide evidence that it was too late to conduct the cross examination by the time the Reply Motion Record was discovered. As well, they could have, but did not request any adjournment based upon this issue.

[40] The allegations as against the Plaintiff are bald allegations.

Mansour's failure to consent to the sale

[41] Payam's main argument is that this Court should draw the inference that Mansour has deliberately attempted to harm him because, while Payam has been making good faith efforts to facilitate an agreement to sell the Property and pay off its encumbrances and debts, Mansour has not consented. He says this violates a good faith obligation to act reasonably in the exercise of a discretion set out in the Co-Tenancy Agreement: *Wastech Services Ltd. v. Greater Vancouver Sewerage and Drainage District*, 2021 SCC 7, 454 B.C.L.R. (6th) 215, at para. 84 [*Wastech*].

[42] I note that this contractual obligation, which Payam says was breached, is not the Plaintiff's contractual obligation and there is no privity of contract between Payam and the Plaintiff in respect of it.

[43] In any event, the argument that Mansour failed in his good faith obligation to act reasonably in the exercise of a discretion is not supported on this record.

[44] On three occasions beginning in June 2022, Payam provided Mansour with frameworks for the sale of the Property which were not accepted.

[45] Mansour's counsel points out that the first proposal, dated June 6, 2022, requested that any sale proceeds would be used to pay out all of the mortgages, with any balance being paid into court. This proposal failed to take into account Payam's contractual obligation in the Co-Tenancy Agreement to be personally responsible for any mortgage obligations in excess of the first \$750,000 of the First Mortgage. In effect, Payam's June 6, 2022, proposal required Mansour to fund the payment of the Second and Third Mortgages with his equity. I agree in the circumstances that it is difficult to conclude that Mansour acted unreasonably in refusing this proposal.

[46] The second proposal, dated January 13, 2023, set out that as a sign of good faith, Payam would agree to pay mortgage interest arrears but provided no evidence that he was in any position to do so. Before me, Payam specifically argued that he was financially unable to pay out the Second and Third Mortgages.

[47] Only in the third proposal, dated July 13, 2023, did Payam specifically state that his intention was that the Second and Third Mortgages would be paid from Payam's share of the proceeds. Although this letter states that this is as per the prior offers, the prior letters did not say this. At that point, the Plaintiff had already taken steps and set this motion down for a hearing. I add that the lack of trust that these parties have with each other suggests to me that it may very well have been difficult for the parties to arrive at an ultimate agreement along the lines of this letter.

[48] There is a great deal in the record about their dispute which cannot be resolved here, and which relates to the other litigation between them. However, there is one troubling and uncontradicted piece of evidence with respect to Payam's conduct. He does not dispute that he obtained the Third Mortgage without Mansour's knowledge or consent despite section 4.6 of the Co-Tenancy Agreement which specifies that all decisions with respect to the Property including "obtaining any further financing or mortgage" requires Payam and Mansour's consent.

[49] Payam explains that he had to obtain the Third Mortgage to maintain his payment obligations under the First Mortgage because Mansour breached the Co-Tenancy Agreement by ceasing to make his mortgage payments of \$2,150 per month. Even if I accept that Mansour did so breach the Co-Tenancy Agreement, this does not explain the undisclosed Third Mortgage in the amount of \$220,000. At most, Mansour's failure to make these mortgage payments in the amount of \$2,150 per month resulted in an annual deficit of expected payments from Mansour in the total amount of \$25,800. It is not credible that Payam obtained a mortgage almost ten times the amount of this alleged deficit. This reflects on the overall credibility of Payam's position in this matter.

[50] In all the circumstances, I do not fault Mansour for not wanting to go down the path of attempting to engage in eleventh-hour negotiations with Payam after July 13, 2023.

[51] Although both parties had a duty to act in good faith, Mansour was entitled to act in his own best interests and was not required to agree to something that could undermine them: *2343680 Ontario Inc. v. Bazargan*, 2021 ONSC 6752 at para. 28 [*Bazargan*], citing *Bhasin v. Hrynew*, 2014 SCC 71, [2014] 3 S.C.R. 494, at para. 70; *Wastech* at para. 73.

[52] I add that real estate markets can go up and down. There is no reason in the record to conclude that Mansour and/or the Plaintiff knew that the market would decline and that it would continue to do so. It could have just as easily gone up in which case the delay would have been to both parties' advantage. This too undercuts the inferences which Payam is asking me to make.

Other reasons why Payam cannot succeed in resisting the Order for judgment and possession

[53] There are other reasons why Payam should not succeed in defeating this motion.

[54] First, Payam does not deny that the Second Mortgage is a valid charge and that he borrowed this money. He does not take the position that the Plaintiff failed to pay full value for the assignment. Furthermore, the Plaintiff only obtained the assignment of the Second Mortgage after

it had already gone into default and the Second Mortgagee had issued a Notice of Sale. Had the Plaintiff not taken an assignment, Payam would be in the exact same position.

[55] Second, Payam's position amounts to a request for an injunction restraining the sale without requesting it explicitly. Where a mortgagee exercises a power of sale, the duty of care owed by the mortgagee to the mortgagor in conducting the sale does not give rise to any entitlement to an injunction. A court will not interfere unless the proposed sale price appears to be so low that it is evidence of fraud: *Household Trust Co v. Markson*, 1995 CarswellOnt 2834 (Gen. Div.) at paras. 6,12.

[56] Third, the claim here that there has been some intention to improvidently realize on the Property is not only bald, but also premature. If the Plaintiff fails to act reasonably in the sale process, then Payam will have a claim based upon an improvident sale, but this claim does not yet exist.

[57] Fourth, the claim that this proceeding and requested Order will damage Payam's reputation as evidence that he is financially irresponsible is not persuasive in the circumstances. All of the mortgages which are in Payam's name are in default and there are also considerable outstanding taxes. The First Mortgagee has already obtained a default judgement against Payam and his wife in the amount of \$1,241,589.74 as well as an Order that Payam and his wife deliver up possession of the Property. The Second Mortgagee has also made a motion in writing for a Writ of Possession which has not yet been determined. There was no evidence before me that Payam or his wife opposed the Writ of Possession sought by CIBC.

[58] The Third Mortgagee has also issued a Notice of Sale listing the amount due as \$262,284.

[59] Alleged reputational harm which will be occasioned by the Order sought is not only bald, but also dwarfed by the other financial issues associated with Payam's defaults with respect to these matters.

[60] All of these defaults and Notices of Sale also make it inevitable that this Property will be sold by someone else by Power of Sale.

[61] Fifth, the evidence shows that Payam wants the Property sold. He even brought a motion for Partition and Sale in another proceeding before Black J. who denied the motion. Indeed, it is in both Payam and Mansour's financial interests that the Property is sold so that interest and arrears stop accruing.

[62] Sixth, there is no duty on a mortgagee to allow a mortgagor to sell a property when a mortgage has gone into default. It is trite that a mortgagee acting in good faith and without fraud will not be restrained from a proper exercise of his power of sale except upon tender by the mortgagor of the principal moneys due with interest and costs: *Arnold v. Bronstein et al.*, [1971] 1 O.R. 467 (H.C.). Payam has not even pleaded fraud let alone raised a genuine issue as to fraud.

[63] The cases cited by Payam are either inapplicable or distinguishable.

[64] Although the court in *Bazargan* found that a mortgagor could resist enforcement of a mortgage by raising a genuine issue as to a breach of the duty of honest contractual performance, I have found no such genuine issue with respect to the Second Mortgage. The Plaintiff did not conceal the relationship between Reza and Mansour, nor is there any evidence that anyone has misled Payam as to amounts due and owing under the Second Mortgage or any fact in respect of the Second Mortgage. As I have also said, I have not found any genuine instance where Mansour failed to exercise his discretion with respect to agreeing to sell the Property. In any event, this discretionary power does not arise out of the Second Mortgage and there is no privity of contract between the Plaintiff and Payam.

[65] *Berne Developments Ltd. v. Haviland* (1983), 40 O.R. (2d) 238 (H.C.) also does not assist Payam in resisting the sale of the Property. In that case, the court found the plaintiff second mortgagee, acting as an effective agent of the vendor builder, deliberately failed to advise the first mortgagee that it intended to register a second vendor-take-back mortgage. The purpose of the omission was to deceive the first mortgagee into believing that the equity of the defendant purchaser was greater than it was. The court refused to give the plaintiff assistance in enforcing its mortgage for reasons of public policy – courts will not assist parties to enforce illegal contracts: at pp. 246; see also *Sheppard v. Carvalho*, 2015 ONSC 3266 at para. 15. As a result, the court applied the general rule that property transferred under an illegal contract will not be returned: at p. 249. Payam asks this court to reach the same conclusion absent the same factual basis.

[66] Seventh, once the Property is sold and the Second Mortgage is paid, the Plaintiff has indicated that the balance will be paid into court. Both Mansour and Payam will be able to make arguments as to how that money should be divided. If Payam can prove that Mansour breached the Co-Tenancy Agreement by refusing to agree to a sale process resulting in delay and decreased equity in the Property, he will be able to make a claim for damages against Mansour as against the remaining proceeds.

[67] There is very little persuasive evidence on what these damages might be. At most, Payam alleges that there has been a decrease in the fair market value in the approximate amount of \$300,000 based upon the valuations. As well, he alleges that there has been an increase in the amount required to pay out the Second Mortgage in the approximate amount of \$75,000 because of ongoing interest accruals. Thus, the only evidence of any possible damages is under \$400,000.

[68] The most recent property valuation indicates that the Property has a value of approximately \$3.8 million with total mortgages on the Property in the amount of \$2,100,000. Thus, there is more than enough equity in the Property to satisfy these damage claims as against Mansour if Payam can ultimately prove them. It is also noteworthy that of these mortgages, Mansour is only responsible for paying \$375,000.

Issue 2: Is the Plaintiff precluded from seeking judgment on the basis that it failed to serve Payam's wife with the Statement of Claim and other documents?

[69] Payam argues that the Plaintiff cannot obtain judgment because it has failed to serve his wife Ima Tavakkoli (“Ima”) with these proceedings. He and his wife both reside in the Property which is their matrimonial home.

[70] He relies upon s. 19 of the *Family Law Act* (“FLA”), which provides spouses with an equal right of possession of a matrimonial home and s. 22 of the *FLA*, which provides as follows:

Right of redemption and to notice

22 (1) When a person proceeds to realize upon a lien, encumbrance or execution or exercises a forfeiture against property that is a matrimonial home, the spouse who has a right of possession under section 19 has the same right of redemption or relief against forfeiture as the other spouse and is entitled to the same notice respecting the claim and its enforcement or realization. R.S.O. 1990, c. F.3, s. 22 (1).

Service of notice

(2) A notice to which a spouse is entitled under subsection (1) shall be deemed to be sufficiently given if served or given personally or by registered mail addressed to the spouse at his or her usual or last known address or, if none, the address of the matrimonial home, and, if notice is served or given by mail, the service shall be deemed to have been made on the fifth day after the day of mailing. R.S.O. 1990, c. F.3, s. 22 (2).

[71] This argument fails for the following reasons.

[72] In raising this argument, Payam only cited *Lewis v. Smith*, 1980 CarswellOnt 3908 (Ont. S.C.), which involved an action for possession where the Statement of Claim only named the registered owner of the equity of redemption and not the spouse. The property in question was a matrimonial home.¹

[73] Master Sandler reviewed the law which held that a spouse of a mortgagor is to be named in a mortgage enforcement action by reason of s. 43(1) of the *Family Law Reform Act*, the wording of which is substantially similar to s. 22 of the *Family Law Act*. This is because s. 43 recognized the right of the spouse to apply for relief under s. 22 of the *Mortgages Act*.

[74] Section 22 of the *Mortgages Act* gives a mortgagor the right to redemption by paying the amount due under a mortgage. Once the mortgagee is in actual possession, the mortgagor loses the statutory right to apply for relief under s. 22.

¹ Payam does cite two other cases, *Community Trust Co. v. Pollock* (1983), 36 C.P.C. 227 (Ont. S.C.); and *National Bank of Canada v. Ehtisham*, 2010 ONSC 1528. However, these cases should be distinguished, as they involved writs of possession, which the Plaintiff has not requested in this motion. In any event, in my view the same argument Master Sandler made in *Lewis v. Smith* would apply.

[75] Master Sandler explained that the mischief of the notice provisions is to ensure that a spouse has actual knowledge of mortgage enforcement proceedings. In *Smith*, the spouse was not a party to the proceeding, but she had full knowledge of the proceeding and yet took no steps to be added as a party. He held that counsel was merely seeking to use the irregularity of failing to name her as a further delaying tactic. As such, to cure the irregularity, he ordered that the spouse be added as a defendant party and that the Statement of Claim be amended before the judgment was issued. He did not even require the spouse to be served: at para. 13.

[76] In this case, the same argument applies.

[77] First, the original Notice of Sale issued by the Second Mortgagee was addressed to, and notes that it was served on, Payam's wife. The Plaintiff stepped into the Second Mortgagee's shoes. As part of the obligation to put his best foot forward, if Payam had information or evidence, even on information and belief, that she did not receive this notice, he could have provided that evidence.

[78] Second, Payam brought a motion for partition and sale which was heard on September 19, 2022, in a proceeding to which both Payam and Ima are parties. In his decision dated October 11, 2022, Black J. reviewed the evidence before him which included the fact of the Notice of Sale issued by the Second Mortgagee, the assignment of the Second Mortgage to the Plaintiff, and the fact that the Plaintiff had commenced proceedings to obtain judgment and possession. The lawyers for Payam and Ima are the same as the lawyers in this proceeding.

[79] Therefore, Ima has had actual knowledge of these proceedings at least as far back as September 19, 2022, and likely before then. I add that while Payam raises the issue of Ima's possessory rights in his factum, there is no specific reference to this issue in his Statement of Defence or his affidavit. There is a vague reference at the end of the Statement of Claim, which states:

Further and in the alternative, the Plaintiff failed to provide proper Notice of Default and/or Notice of Sale, such that the Plaintiff is not entitled to any of the remedies that may be available to it under the *Mortgages Act*, R.S.O. 1990 c. M. 40.

[80] It appears to me that Payam and his counsel and Ima were aware of this argument about the alleged defects in this proceeding and have sat back, failed to disclose this defence in a clear manner, failed to seek any amendment to the action to have Ima joined as a defendant, failed to state it in Payam's affidavit in response to this motion, and then only raised it clearly at the eleventh hour in Payam's factum dated September 19, 2023.

[81] Like Master Sandler, I view these actions as tactics to rely on technical irregularities to delay ultimate enforcement. This is not in accordance with the spirit of the *FLA*, the *Mortgages Act* or the *Rules*. Delay tactics are also not in accordance with the culture shift espoused by the Supreme Court in *Hryniak*. Parties should have in mind the goal of providing a fair and just civil

process that is proportionate, timely and affordable: at para. 28. Delay tactics run counter to these goals.

[82] Like Master Sandler, I am directing that the title of proceeding be amended to add Ima and dispensing with service since she is already aware of this proceeding.

[83] However, to ensure absolute fairness, I am also staying this judgment for a period of 30 days so that Ima may still apply for relief under s. 22 of the *Mortgages Act* if she is able. She still will still have the right of redemption during this period.

[84] I note that the Plaintiff requested a Writ of Possession as well which I am not granting because I have stayed the Order for 30 days. If Ima does not redeem the Second Mortgage, there are procedures which the Plaintiff can pursue to obtain a Writ of Possession by way of a motion in writing.

[85] I encourage the parties to settle costs. If they cannot, they may make submissions as follows: a) the plaintiff within 7 days; and b) the defendant within 7 days thereafter no longer than five pages each.

Papageorgiou J.

Released: September 27, 2023

CITATION: 1000249084 Ontario Inc. v. Andazesgishahr, 2023 ONSC 5447

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

1000249084 ONTARIO INC

Plaintiff

– and –

PAYAM ANDAZESGISHAHR

Defendant

REASONS FOR JUDGMENT

Papageorgiou J.

Released: September 27, 2023