

**CITATION:** York Region District School Board v. Dale-Allen, 2024 ONSC 597  
**COURT FILE NO.:** CV-23-00708411-0000  
**DATE:** 20240126

**ONTARIO SUPERIOR COURT OF JUSTICE**

**RE:** York Region District School Board, Mark Loya, Clayton La Touche, Mary Sirisko and Deokaran Beharry, applicants

-and-

Colleen Dale-Allen, Respondent

**BEFORE:** Robert Centa J.

**COUNSEL:** Bonnie Roberts Jones and Justin Choy, for the applicants

Colleen Dale-Allen, self-represented respondent

**HEARD:** January 26, 2024

**ENDORSEMENT**

[1] The applicants seek an order directing the registrar of personal property security to discharge any and all registrations that Colleen Dale-Allen has made against them under the *Personal Property Security Act*, R.S.O. 1990, c. P.10. For the reasons that follow, I grant the application.

**Background**

[2] Ms. Dale-Allen started work for the York Region District School Board in October 1999. She was a non-unionized employee. On November 11, 2021, the Board placed Ms. Dale-Allen on an unpaid leave of absence because she failed to comply with the Board's vaccination policy.

[3] In November 2021, Ms. Dale-Allen registered PPSA liens against the applicants. The individual applicants are current or former employees of the Board. None of the applicants granted a security interest to Ms. Dale-Allen. Nevertheless, she registered the following liens with a total value of \$1,545,413.48:

- a. Claim of Lien, Instrument No RN 641 961 993 CA registered against the Board, Mr. Loya, Mr. La Touche, Ms. Sirisko, and Mr. Beharry;
- b. Claim of Lien, Instrument No RN 641 961 980 CA registered against the Board and Mr. Loya;

- c. Claim of Lien, Instrument No RN 641 970 730 CA registered against the Board and Mr. La Touche; and
  - d. Claim of Lien, Instrument No RN 641 970 726 CA registered against the Board and Mr. Beharry
- [4] On January 31, 2022, Ms. Dale-Allen retired from the Board.
- [5] On December 10, 2021, she delivered a “Notice of Impending Commercial Claim,” which makes a series of nonsensical, pseudo-legal claims of a type the court has seen before: *Royal Bank of Canada v. Francoeur*, 2023 ONCA 837; *MBNA Canada Bank v. Luciani*, 2011 ONSC 6347.
- [6] Despite several requests by counsel for the applicants, Ms. Dale-Allen has refused to discharge the financing statements and or claims for liens. The applicants, therefore, commenced this application seeking an order to direct the registrar to discharge the instruments.

### **Hearing process**

- [7] On January 24, 2024, Ms. Dale-Allen delivered a document she described as a “Notice,” which she addressed to counsel for the applicants, the applicants themselves, and the court. The notice stated:

I am the woman commonly known as Colleen-Dale: Allen. I herein claim the right to participate in any courtroom or court house or court matter against me or persons implied on me. I claim the right to participate in my private capacity as a self-governing woman. I waive no rights and object to any presumptions or legal titles implied to me that infringe my rights or wrongfully diminish my standing as a woman with lawful rights.

#### I claim

1. I claim that Mark Loya, Clayton La Touche, Mary Sirisko and Deokaran Beharry did wrongfully coerce interfere and infringe concerning my right to enjoy and provide services for York Region District School Board and did cause me loss and harm.
2. I am lawfully using a lawful lean [*sic*] for what I believe is fair compensation owed to me for wrongs made against me.
3. I claim the right to settle this matter directly with anyone involved without interference by anyone that does not have firsthand knowing or a claimable rebuttal and standing affirmable under oath (lawyers, representers).

4. I claim the right to evoke the common law, and to be non-compliant with any legal rules or procedures that I do not understand or that infringe on my claimable rights in anyway.

5. I Claim the right to be non-compliant concerning any court rituals or procedures that I do not understand or that violate my right to a fair and open hearing/trial.

6. I also claim the right to have support while in court by any man or woman I so choose.

7. I also claim the right to not be discriminated against because I am not a legal professional or member of a law society nor is my support.

8. I believe and can affirm under oath all herein is true as I know it and I do not believe anyone can truthfully prove otherwise.

I agree and accept to participate on the date of January 26, 2024 at the Ontario Superior Court of Justice, 330 University Avenue, 8th Floor, Toronto, Ontario courthouse to make known my rights and case.

#### Attention

This is a lawful notice to protect my rights and to make known my case for compensation that I believe is now owing.

[8] Ms. Dale-Allen also delivered a factum and an affidavit.

#### **Decision**

[9] I accept the applicants' evidence that they did not grant a security interest to Ms. Dale-Allen. I find that Ms. Dale-Allen does not have a valid security interest against the personal property of any of the applicants.

[10] Ms. Dale-Allen has not produced any evidence to demonstrate that she has any valid security interests. At best, she has stated that may have a claim for wrongful dismissal or potentially other claims in contract or tort, but she has not commenced an action.

[11] None of the documents delivered by Ms. Dale-Allen to the applicants or filed with the court have any legal effect. Ms. Dale-Allen did not point to any documents that gave her a security interest that could justify the registering an instrument against any of the applicants. None of the documents could possibly justify the steps Ms. Dale-Allen has taken.

- [12] I grant an order pursuant to s. 56(5)(b)(i) of the PPSA directing the registrar to discharge any and all registrations that Ms. Dale-Allen has made against the applicants.
- [13] Subsection 56(4) of the PPSA provides for a \$500 statutory penalty where a secured party fails to discharge an improperly registered instrument. I am satisfied that the applicants made a proper demand that Ms. Dale-Allen to register a certificate of discharge. Without a reasonable excuse, she refused to do so. I order that Ms. Dale-Allen pay \$500 to each of the applicants pursuant to s. 56(4) of the PPSA: *Sekulovski v. Georgiou*, 2022 ONSC 1819, at para 130; *MBNA Canada Bank v. Luciani*, 2011 ONSC 6347, at para. 16.
- [14] I am satisfied that Ms. Dale-Allen has abused the PPSA registration system. She does not have a security agreement with any of the applicants. She had no proper claim to a security interest in their property. She had no basis in law for registering a security instrument or for refusing the applicants' proper request that those instruments be discharged.
- [15] The applicants request that I award \$10,000 in punitive damages against Ms. Dale-Allen. I decline to do so. However, Ms. Dale-Allen should not expect to avoid a significant award of punitive damages if she ever again engages in such malicious and reprehensible conduct.

### Costs

- [16] Fixing costs is a discretionary decision under section 131 of the *Courts of Justice Act*, R.S.O. 1990, c C.43. In exercising my discretion, I may consider the factors listed in rule 57.01 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg 194. These factors include the result achieved, the amounts claimed and recovered, the complexity of and importance of the issues in the proceeding, the principle of indemnity, the reasonable expectations of the unsuccessful party, as well as any other matter relevant to costs.
- [17] The applicants seek their full indemnity costs, fixed in the amount of \$22,923.37.
- [18] I am authorized by rule 57.01(4) to award costs in an amount that represents full indemnity. Full indemnity costs are an exception to the general rule and awarded only under special circumstances, where a party makes allegations or engages in conduct that is "reprehensible, scandalous, or outrageous": *1238915 Ontario Limited v. Nothdurft*, 2022 ONSC 5250, at para. 9; *Baryluk v Campbell*, (2009), 66 C.C.L.T. (3d) 160 (S.C.J.) at paras. 8-10.
- [19] In *MBNA*, D.M. Brown J. (as he then was) ordered that the respondent pay full indemnity costs in a very similar case to this one. At paragraph 17, Justice Brown explained as follows:

The Bank also seeks its legal costs. The Bank is entitled to its full indemnity costs. Mr. Luciani's abuse of the PPSA registration system by filing a false financing statement and then attempting to shake down the Bank when it sought its discharge constitutes reprehensible conduct attracting an award of elevated costs: *Davies*

*v. Clarington (Municipality)* (2009), 2009 ONCA 722 (CanLII), 100 O.R. (3d) 66 (C.A.).

- [20] In my view, Ms. Dale-Allen's reprehensible conduct justifies an order requiring her to pay the applicants their costs on a full-indemnity basis. I have reviewed the applicants' costs outline. The hourly rates, time spent, and hours charged are all very reasonable. In my view, it is fair and reasonable for Ms. Dale-Allen to pay the amount claimed by the applicants: *Boucher v Public Accountants Council (Ontario)* (2004), 71 O.R. (3d) 291 (C.A.) at paras. 26 and 37.
- [21] For these reasons, I fix the costs of this application at \$22,923.37, inclusive of disbursements and Harmonized Sales Tax, and order Ms. Dale-Allen to pay that amount to the applicants within 30 days.
- [22] I have amended the order presented by the applicants to reflect these reasons for decision and have signed the order.

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Robert Centa J.

Date: January 26, 2024