

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:)	
)	
1709173 Ontario Inc.)	Jonathan Rosenstein, counsel for the
Applicant)	Applicant
– and –)	
)	
2779474 Ontario Inc., Jinnia Batista also)	Evan Tingley, counsel for the Respondents
known as Gina Batista, 1160 Cranberry)	2779494 Ontario Inc. and Jinnia Batista also
Investments GP Inc., Joseph Accardi and)	known as Gina Batista
Mark Accardi)	
Respondents)	Matthew Cino, counsel for the Respondents
)	1160 Cranberry Investments GP Inc., Joseph
)	Accardi and Mark Accardi
)	
)	HEARD: December 13, 2023

S.K. STOTHART J.

REASONS FOR DECISION

[1] The applicant, 1709173 Ontario Inc. (“170”) brings this application as against the respondents 2779474 Ontario Inc. (“277”), Jinnia Batista also known as Gina Batista, 1160 Cranberry Investments (“Cranberry Investments), Joseph Accardi and Mark Accardi.

[2] The applicant seeks a declaration regarding the ownership of certain chattels currently in the possession of Cranberry Investments. The applicant also seeks damages as a result of the loss of other chattels it owned that were in the possession of 277 and Cranberry Investments.

Background

[3] In September, 2020, the applicant 170 sold property known as the “Bala Woodlands”, located 1160 Cranberry Road, Bala, Ontario, to the respondent 277. Certain chattels located on the subject property were specifically excluded from this sale. These included: six cedar strip canoes; a golf cart; four large sculptures; and a GE modular trailer (the “excluded chattels”).

[4] According to Motek Will Fischtein (“Fischtein”), the principal of 170, he was not able to arrange for the immediate removal of the excluded chattels due to the COVID pandemic. As a result, he spoke to Gina Batista (“Batista”), the principal of 277, about allowing the excluded chattels to remain on the premises for a reasonable time after sale, until it was possible to remove them.

- [5] According to Fischtein, he and Batista came to an agreement that:
- a. 277 would keep the excluded chattels on the premises for a reasonable period of time after the sale of the subject property;
 - b. there would be no charge to the applicant for allowing the excluded chattels to remain on the property; and
 - c. when the applicant reasonably arranged for the transportation of the excluded chattels, it would be permitted to enter the premises and remove them.

[6] According to Batista, she did not receive any keys for items that required keys and did not exercise any control over the excluded chattels, nor was she asked to.

[7] On June 4, 2021, while discussing issues surrounding the phone account and hydro bills, Fischtein sent an e-mail to Batista stating: “I want to discuss our chattels on the property and their storage. After we work that out then I will give you all of those digital assets. Call me + 14163575958”.

[8] There is no evidence of any further communication between Fischtein and Batista about the excluded chattels or when they would be retrieved following this e-mail.

[9] On April 8, 2022, 277 sold the subject property to Relax Land Inc. On June 21, 2022, Relax Land Inc. assigned the sale to Cranberry Investments. The sale of the subject property to Cranberry Investments closed on June 28, 2022. At the time of the sale, subsequent assignment and closing, the excluded chattels were still located on the subject property.

[10] The agreement of purchase and sale between 277 and Cranberry Investments provided that all “inventory, tools, parts, and equipment, and all vehicles, including but not limited to kayaks, canoes, bicycles, golf carts, and side-by-sides that are the property of the Vendor and are stored on-site or elsewhere for the purposes of operating the existing campground, shall be conveyed to the Buyer as part of this transaction”.

[11] At the time of this second sale, Cranberry Investments was never told about the agreement between the applicant and 277 regarding the excluded chattels that remained on the subject property.

[12] Between May and July 2022, Fischtein worked on hiring a company that could retrieve the excluded chattels. While making these arrangements, Fischtein became aware that the subject property had been sold to Cranberry Investments.

[13] Following the sale of the subject property to Cranberry Investments, four of the six cedar strip canoes and the golf cart went missing. Cranberry Investments reported the theft of the canoes to the police. The golf cart appears to have been sold by a former employee of 277 without the consent or knowledge of Cranberry Investments.

[14] On November 11, 2022, Cranberry Investments permitted the applicant to retrieve the four sculptures. Two cedar strip canoes and the GE trailer remain on the subject property.

[15] According to Fischtein, he believes the cedar strip canoes were worth between \$2,000 (for the general canoes) and \$5,000 (for the better canoes). He states that he believes the golf cart was worth \$3,000. With respect to the GE trailer, Fischtein has offered to sell it to Cranberry Investments for \$12,500 plus HST, otherwise they have listed it for sale for \$15,000 or best offer.

Position of the Parties

[16] The applicant submits that it owns the chattels that were specifically excluded from the sale of the subject property to 277 and seeks a declaration to this effect.

[17] The applicant submits that 277 was a gratuitous bailee with respect to the excluded chattels and is therefore responsible for damages incurred due to the loss/theft of the four cedar strip canoes and golf cart.

[18] 277 submits that the applicant abandoned the excluded chattels. In the alternative, 277 submits that it was a licensor and as such it is not responsible for any loss or damage to the excluded chattels.

[19] Cranberry Investments submits that it was a *bone fide* purchaser for value of the excluded chattels. It submits that if the court finds that the excluded chattels were abandoned, then 277 was entitled to sell them and ownership was properly transferred.

[20] In the alternative, Cranberry Investments submits that it is not responsible for any loss or damage because the arrangement for storage, whether as a bailment or license, was between the applicant and 277.

[21] Cranberry Investments submits that the application should be converted to a trial because there are material issues in dispute with respect to the arrangement between the applicant and 277 and whether the excluded chattels were abandoned.

Analysis

Should the application be converted to a trial

[22] A judge hearing an application may convert the application to an action or direct a trial of an issue. In determining whether to do so, the court must consider:

- a. Whether there are material facts in dispute;
- b. The presence of complex issues;
- c. Whether there is a need for exchange of pleadings and discovery; and
- d. The importance and nature of the relief sought by application.

Collins Barrow Toronto LLP v. Selectcore USA, LLC, 2016 ONSC 3826 at para. 17.

[23] In this case there are no material facts in dispute. The parties agree that there was an agreement between the applicant and 277 that the applicant could leave the excluded chattels on

the subject property until such time as it could return and remove them. This is set out in the Fischtein affidavit.

[24] The affidavit of Batista does not dispute such an agreement. Batista simply adds that she did not have the keys to any of the excluded chattels that required keys. She further states that she did not exercise any control over the excluded chattels, nor was she asked to. The excluded chattels simply remained where the applicant left them.

[25] Batista acknowledges the e-mail exchange in June 2021, and states that apart from this e-mail exchange, she received no further communication from the applicant about removing the excluded chattels.

[26] There are no credibility issues to be resolved as between Fischtein and Batista. Both have had the opportunity to provide their recollection of the terms of the agreement. Fischtein and Batista do not deny what the other has said about the agreement. They both appear to be in substantial agreement as to the terms.

[27] I am satisfied that there are no complex issues or the need for the exchange of pleadings and discovery. Nor do the importance and nature of the relief sought require a trial.

[28] As such, I am satisfied that the issues in this case can be addressed by way of application based on the affidavit evidence filed by all parties.

Were the excluded chattels abandoned

[29] 277 submits that the excluded chattels were abandoned by the applicant, as such it was free to dispose of them as it wished.

[30] Abandonment is a defence to an allegation of conversion. It occurs when there is a “giving up, a total desertion, and absolutely relinquishment” of private good by a former owner: *2105582 Ontario Ltd. v. 375445 Ontario Ltd.*, 2017 ONCA 980 at para. 52; *1083994 Ontario Inc. v. Kotsopoulos*, 2012 ONCA 143 at para. 17.

[31] A party who alleges abandonment bears the onus to prove, on a balance of probabilities, an objective intent to abandon the chattels in issue. Abandonment is a question of fact, that turns on factors such as the passage of time, the nature of the property, the conduct of the owner and the nature of the transaction: *1083994 Ontario Inc. v. Kotsopoulos*, at para. 18.

[32] Having reviewed the materials filed in this application, I am not satisfied, on a balance of probabilities, that the applicant abandoned the excluded chattels. In reaching this conclusion I rely on the following, which I find as facts in this application:

- a. The applicant specifically named and excluded the chattels in the September, 2020 agreement of purchase and sale between itself and 277;
- b. Some of the excluded assets were very large, such as the sculptures and the GE trailer and would have required special arrangements to remove;

- c. Some of the excluded assets were worth a significant amount of money, such as the sculptures and the GE trailer;
- d. Between March, 2020 until at least the fall of 2021, much of the country was under various forms of restrictions due to the COVID pandemic;
- e. In an e-mail dated June 4, 2021, the applicant continued to express its ongoing interest in retrieving the excluded assets;
- f. The respondent sold the subject property less than a year after this June, 2021 e-mail;
- g. There is no evidence that 277 provided any notice to the applicant that it intended to sell the subject property or had in fact sold the subject property;
- h. There is no evidence that 277 ever asked the applicant to attend and pick up the excluded chattels prior selling the subject property; and
- i. Between May to July 2022, the applicant was taking steps to hire a company to attend and retrieve the excluded assets.

[33] I am satisfied, on a balance of probabilities, that the applicant did not abandon, desert or absolutely relinquish its interest in the excluded chattels. It continued to be interested in retrieving the excluded chattels, it communicated that to the respondent 277, and was taking active steps for retrieval when it became aware that the subject property had been sold to someone else. All of this is inconsistent with abandonment.

Was there a bailment agreement or a license agreement

[34] 277 submits that the agreement to allow the excluded chattels to remain on the subject property once they took ownership and possession of the subject property was a license agreement. As such, 277 submits it did not have any responsibility for the excluded chattels and is not liable for any loss or damage.

[35] The applicant submits that the agreement was a gratuitous bailment agreement, and as such 277 is liable for any loss or damage to the excluded chattels.

[36] A bailment is where one party (the “bailee”) stores goods on behalf of another (the “bailor”). A license is where one party (the “licensor”) allows another (the “licensee”) to use their property.

[37] The concept of bailment was explained by Estey J.A. in *Heffron v. Imperial Parking Co.* (1974), 46 D.L.R. (3d) 642 (Ont.C.A.) at p. 647 as follows:

Bailment has been defined as a “delivery” of personal chattels in trust, on a contract, express or implied, that the trust shall be duly executed, and the chattels redelivered in either their original or an altered form, as soon as the time or use for, or condition on which they were bailed, shall have elapsed or been performed” Bacon’s Abridgement, adopted in *Re S. Davis & Co. Ltd.* [1945] Ch. 402 at p. 405.

[38] Estey J.A. went on to distinguish the bailment relationship from that of license as follows:

A license on the other hand is simply the grant of such authority to another to enter upon land for an agreed purpose as to justify that which otherwise would be a trespass and its only legal effect is that the licensor until the license is revoked is precluded from bringing an action for trespass. Romer L.J., speaking at p. 844 in the Ashby case, *supra*, distinguished a bailment from all other relationships when he stated "...in order that there shall be a bailment there must be a delivery by the bailor, that is to say, he must part with his possession of the chattel in question.

[39] In *Dorico Investments Ltd. v. Weyerhaeuser Canada Ltd.*, 1999 ABQB 561, Justice M.A. Binder set out some common characteristics of a bailment at para. 10 as follows:

Common characteristics of a bailment include: the bailor delivers goods to the occupier who has control over the goods and can exclude others; the premises are secure; the bailor remains away from the premises for an extended period of time; the occupier may provide ancillary functions, for example, delivering the goods to another location.

[40] In *Dorico Investments Ltd. v. Weyerhaeuser Canada Ltd.*, Justice M.A. Binder set out some common characteristics of a license at para. 10 as follows:

Common characteristics of a license include the following: the occupier does not have exclusive possession of the goods; the licensee needs no co-operation from the occupier to gain access to the goods and access to the goods is not subject to the occupier's control; the premises are open, accessible and insecure; the occupier may be only intermittently present; no ancillary functions are to be performed by the occupier; and payment is made upon deposit, as opposed to withdrawal of goods.

[41] A bailee accepts a common law duty of safekeeping. Where good are damaged or lost while in the possession of a bailee, the burden is on the bailee to show that the damage occurred without any neglect, default or misconduct on their part or any part of their servants to whom they delegated a duty: *Punch v. Savoy's Jewellers Ltd. et. Al.*, 1986 CanLII 2759 (Ont.C.A.) at para. 19.

[42] Bailment ends when the bailor is put on notice and given a reasonable opportunity to pick up their property: *Davis v. Henry Birks & Sons Ltd.* [1982] B.C.J. No. 2128 (B.C.C.A.).

[43] A licensor grants permission to a licensee to leave a chattel on their property with the understanding that possession is not transferred to the licensor, nor do they accept the responsibility for guarding the chattel or keeping it safe: *Robertson v. Strang*, [1997] B.C.J. No. 2022 (B.C.S.C.) at para. 62; *Bata v. City Parking Canada Ltd.* (1973), 2 O.R. (2d) 446 (Ont.C.A.) at p. 448; *Dorico Investments Ltd. v. Weyerhaeuser Canada Ltd.*, at para. 10.

[44] Both parties have referred to me to cases that they say demonstrate their respective positions.

[45] The applicant refers to two cases: *Letwin v. Camp Mart*, 2021 ONSC 4175 and *MacDonald v. Pro-Line Trailers Ltd.* [1996] M.J. No. 318 (Man.Q.B.) in support of its submission that the agreement in this case was a bailment.

[46] In *Letwin v. Camp Mart*, the plaintiff purchased a trailer from the defendant and the parties agreed that the trailer could stay on the defendant's lot until the plaintiff could find a campground at which time the plaintiff would pick the trailer up. Ultimately the trailer was stolen. In that case, the parties agreed that the relationship was one of bailment.

[47] In *MacDonald v. Pro-Line Trailers Ltd.*, the plaintiff delivered a trailer to the defendant's property so that an employee of the defendant could evaluate it for the purpose of sale. The trailer was then stolen. In that case, the trial judge found that the relationship was one of bailor and bailee because the defendant had accepted delivery and taken temporary possession of the plaintiff's trailer on the understanding that it would be returned to the owner.

[48] The respondent refers to *Lund v. Dey*, 2015 BCSC 953 (B.C.S.C.) in support of its submission that the agreement in this case was a license. In that case, the defendant permitted the plaintiffs to store trailers on his property. At one point the defendant told the plaintiffs to remove the trailers. When they were not moved, the defendant had them moved to a secure compound where they were then stolen. The trial judge found that the relationship was one of licensee/licensor. In reaching that conclusion, the trial judge noted that the plaintiffs kept the keys for the vehicles; the defendant told the plaintiffs that he would not take responsibility for them; the defendant told the plaintiffs they would have to remove the vehicles upon request; and the defendant did not prevent the plaintiffs from accessing the vehicles while they were on his property.

[49] While these decisions are of assistance, they also underscore that each case must be determined on its particular facts.

[50] 277 submits that there must be a physical "delivery" of goods in order to establish a bailment. 277 submits that the excluded chattels were never physically "delivered" to the property, rather they were left there. They submit that this is fatal to the applicant's position that there was a bailment.

[51] A bailment relationship does not necessarily require the physical movement of a chattel from the bailor to the bailee. Neither does a license agreement require the physical movement of a chattel from the licensee to the licensor. Both relationships could arise where a chattel is already located on the bailee/licensor's property. The true issue is the nature of the agreement between the two parties and whether possession of the chattel was transferred from one party to the other.

[52] I am satisfied, on the facts of this case, that when the applicant sold the subject property to 277, it was reasonably understood that upon closing 277 was receiving not only possession of the land, but also possession of chattels located on the land. Some of those chattels were specifically included in the sale and ownership of them was transferred to 277. Some of the chattels left behind

were specifically excluded from the sale. While these excluded chattels remained on the property following closing, ownership of them remained with the applicant.

[53] I am satisfied that the applicant could not remove some of the excluded chattels prior to the closing date. As a result, the parties came to an agreement that these excluded chattels would remain on the property, and in 277's possession, until such time as the applicant could reasonably retrieve them. The terms of the agreement provided that when the applicant was ready to remove the excluded chattels, 277 would permit access to the property to facilitate the removal.

[54] On the totality of the evidence, I am satisfied on a balance of probabilities, that the agreement between the applicant and 277 was a gratuitous bailment agreement. I reach this conclusion based on the following facts:

- a. The applicant transferred ownership and possession of the subject property to 277 as part of an agreement of purchase and sale;
- b. It was agreed that the excluded chattels would remain on the subject property which was now owned by 277;
- c. It was agreed that 277 would keep the excluded chattels on what was now its property for a reasonable period of time after the sale;
- d. It was agreed that there would be no charge to the applicant for the respondent allowing the excluded chattels to remain on its property;
- e. The excluded chattels were left on the property for an extended period of time and were not accessed by the applicant;
- f. It was agreed that when the applicant reasonably arranged for the transportation of the excluded chattels, it would be permitted to enter the subject property and remove them;
- g. The only item that appeared to require a key was the GE trailer;
- h. It would have been reasonable for the applicant to expect that it would be retrieving the excluded chattels in the same condition as they were when they were left behind; and
- i. There was no agreement between the parties that limited 277's liability for any risk of loss of damage while the excluded chattels remained on its property.

[55] I am satisfied that 277 took possession of the excluded chattels upon the sale of subject property. Following closing, the excluded chattels physically remained on the property now solely owned by 277. The parties agreed that 277 would "permit" the applicant to enter the property for the purpose of retrieving the excluded chattels. This recognized that 277 had sole authority over who could enter its property. This was not a situation where 277 agreed to allow the applicant unfettered access to its property any time it wished.

[56] Had 277 wanted to limit its liability regarding the excluded chattels, it could have specifically addressed this in its agreement with the applicant. There is no evidence of any such agreement limiting liability in this case.

[57] Having found that 277 was a gratuitous bailee, I find that 277 had a common law duty of safekeeping with respect to the excluded chattels. When 277 was in the process of selling the subject property, it should have contacted the applicant and told them to come and retrieve the excluded chattels prior to any sale. Had it done so, and had the applicant not retrieved the property, 277 would have been free to end the bailment.

What impact does the nature of the relationship have on this case

[58] As a gratuitous bailee, 277 had no authority to either sell or transfer possession of the excluded chattels to Cranberry.

[59] In addition, even if the relationship between the applicant and 277 was one of licensee/licensor, a licensor does not have the authority to sell or transfer the possession of a licensee's chattels to another third party without the knowledge and consent of the licensee.

[60] For reasons which I will outline below, I find that 277 transferred possession of the excluded chattels to Cranberry Investments. It was not entitled to do this, either as a bailee or licensor, without the knowledge and consent of the applicant who was the owner of the property.

Were the excluded assets transferred or sold to Cranberry Investments

[61] 277 submits that it did not sell the excluded chattels to Cranberry Investments. They point to the terms of the agreement of purchase and sale between it and Cranberry Investments, specifically paragraphs 4 and 5, which state:

Paragraph 4 - Chattels Included: All inventory, tools, parts, and equipment, an all vehicles, included but not limited to kayaks, canoes, bicycles, golf carts, and side-by-sides *that are the property of the Vendor* and are stored on-site or elsewhere for the purpose of operating the exiting campground, shall be conveyed to the Buyers as part of this transaction. (emphasis added)

Paragraph 5 - Fixtures Excluded: All fixtures on-site *that are not currently owned by the Vendor*, such as recreational vehicles, decking, and associated structures that belong to seasonal campers, shall be excluded from this transaction and not conveyed to the Buyer. (emphasis added)

[62] 277 submits that it only sold Cranberry Investments what it owned. Given that it did not own the excluded chattels, they were not sold to Cranberry Investments.

[63] Cranberry Investments submits that the subject property was purchased with the understanding that the excluded chattels were included, and that the purchase price accounted for their value. They submit that 277's position on this point places an impossible burden on a purchaser to investigate the title of each and every chattel located on property being purchased.

[64] The dispute between 277 and Cranberry Investments over whether there was a “sale” of the excluded chattels is the subject of a separate application, CV-23-0043.

[65] In my view, I do not need to resolve this particular issue as part of this application. I find that regardless of whether the excluded chattels were *sold* to Cranberry Investments, 277 transferred *possession* of the excluded chattels to Cranberry Investments when it transferred ownership of the subject property to Cranberry Investments and left the excluded chattels behind.

[66] Batista, on behalf of 277, acknowledges this in her affidavit when she states “Neither I nor 277 has possession of any of the applicant’s chattels. We claim no interest in those chattels”.

[67] By selling the subject property, leaving the excluded chattels behind on the property upon closing, and not advising Cranberry that the excluded chattels left on the property actually belonged to someone else, 277 effectively transferred exclusive possession of the excluded chattels to Cranberry Investments.

[68] Cranberry currently has full authority over who can access the subject property and can exclude the applicant.

[69] If the excluded chattels were sold to Cranberry Investments, something I do not have to decide as part of this application, I note the sale of the chattels would be subject to the common law principle: *nemo dat quod non habet* (“no one gives who does not possess”). Whether 277 was a bailee or a licensor, it could not transfer title or ownership of the chattels. *Ilici v. Chrysler Credit Canada*, 2002 CarswellOnt 1580 (Ont.S.C.J.) at para. 1; *McManus v. Eastern Ford Sales Ltd.*, [1981] O.J. No. 3234 (Ont.Co.Ct.).

[70] Any damages incurred by Cranberry Investments, as a result of the return of the excluded chattels to the applicant, will have to be addressed in the separate application as against 277.

Relief sought

Return of chattels

[71] The applicant seeks the return of the excluded chattels that are currently in the possession of Cranberry Investments.

[72] I am satisfied that the applicant is the owner of the excluded chattels and any of these items which are currently in the possession of Cranberry Investments should be returned to them.

Damages

[73] The applicant also seeks damages for the excluded chattels that have since been stolen or gone missing. I am satisfied that 277 is responsible for the loss of these excluded chattels.

[74] Having found that 277 was a gratuitous bailee, I am satisfied that it owed a duty of care to the applicant to keep the excluded chattels safe. I have received no evidence that the subsequent loss of the canoes and the golf cart occurred without neglect, default or misconduct on the part of

277. In this case, the evidence is that 277 either sold the excluded chattels to another party, or transferred possession to another party when they sold the property.

[75] Even if 277 was a licensor, they had no authority to either sell or transfer possession of the excluded chattels to another party. I find that this amounted to conversion. As such, 277 should be held responsible for any loss that occurred as a result of their actions.

[76] The quantification of damages is difficult in this case. The only evidence led as part of this application with respect to the issue of damages related to the six stolen canoes and the stolen golf cart was the opinion Fischtein as to their value.

[77] The difficulty the applicant faces with respect to the quantification of damages in this case is that the items are not longer available to be appraised for their value.

[78] A trial judge is obliged to do his or her best to assess the damages suffered by a plaintiff on the available evidence even where difficulties in the quantification of damages render a precise mathematical calculation of a plaintiff's loss uncertain or impossible. Where the absence of evidence makes it impossible to assess damages, the plaintiff is entitled to nominal damages at best. *TMS Lighting Ltd. v. K.J.S. Transport Inc.*, 2014 ONCA 1 at para. 61.

[79] Based on the evidence provided as part of this application, I am satisfied that damages for the four stolen canoes and the stolen golf cart should be assessed at \$10,000. I have arrived at this amount based on a nominal value for the cedar strip canoes in the amount of \$2,000 each, which assumes the canoes stolen were of the lowest value provided by Fischtein. Further, I am satisfied that a nominal amount of \$2,000 is appropriate for the golf cart.

Conclusion

[80] For the aforementioned reasons, I grant the application and make the following declarations and orders:

- a. I declare that the applicant, 1709173 Ontario Inc. is the owner of six cedar strip canoes, one golf cart, three sculptures and one GE trailer, that were left on the property located at 1160 Cranberry Road, Bala, Ontario following its sale to 270;
- b. I order that respondent, 1160 Cranberry Investments GP Inc., shall deliver up the two remaining cedar strip canoes and the GE modular trailer to the applicant, 1709173 Ontario Inc.;
- c. The applicant shall take immediate steps to arrange for the retrieval of the cedar strip canoes and the GE modular trailer; and
- d. I order that the respondent, 2779474 Ontario Inc., shall pay damages to the applicant, 1709173 Ontario Inc., in the amount of \$10,000 all inclusive, within thirty days of the release of this decision.

Costs

[81] If the parties cannot agree on the issue of costs in this matter, the applicant shall serve and file written submissions of no more than 2 pages, exclusive of any offers to settle, within 15 days of the release of this decision.

[82] The respondent 277 shall serve and file its written submissions of no more than 2 pages, exclusive of any offers to settle, within 15 days of receipt of the applicant's submissions.

[83] The respondent Cranberry Investments shall serve and file its written submissions of no more than 2 pages, exclusive of any offers to settle, within 15 days of receipt of the applicant and respondent 277's submissions.

[84] If the court does not receive written submissions within 45 days of the release of this decision, the parties shall be deemed to have agreed on costs.

The Honourable Madam Justice S.K. Stothart

Released: March 6, 2024

CITATION: 1709173 Ontario Inc. v. 2779474 Ontario Inc., 2024 ONSC 1351
COURT FILE NO.: CV-22-0065
DATE: 2024-03-06

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

1709173 Ontario Inc.

Applicant

– and –

2779474 Ontario Inc., Jinnia Batista also known as Gina
Batista, 1160 Cranberry Investments GP Inc., Joseph
Accardi and Mark Accardi

Respondents

REASONS FOR JUDGMENT

S.K. Stothart J.

Released: March 6, 2024