

COURT OF APPEAL FOR ONTARIO

CITATION: Add-Vance Service Centre Ltd. v. Triloq Corp., 2024 ONCA 940

DATE: 20241223

DOCKET: M55309 (COA-24-CV-0560)

Sossin, Madsen and Pomerance JJ.A.

BETWEEN

Add-Vance Service Centre Ltd.
and Abdalrahman Alhazmy

Plaintiffs
(Moving Parties/Respondents)

and

Triloq Corp. and Edgar Bray*

Defendants
(Responding Party*/Appellant)

Dahlia Shuhaibar, for the moving parties/respondents, Abdalrahman Alhazmy & Add-Vance Service Centre Ltd.

Richard P. Bowles, for the responding party/appellant, Edgar Bray

Heard: December 20, 2024

On appeal from the judgment of Justice Heather J. Williams of the Superior Court of Justice dated April 16, 2024.

REASONS FOR DECISION

[1] This is a motion to quash the notice of appeal of Edgar Bray, which was initially served on the respondents/moving parties, Add-Vance Service Centre Ltd. (“Add-Vance”) and Abdalrahman Alhazmy, filed on June 6, 2024.

[2] The motion is unopposed. We granted the motion at the hearing for reasons to follow. These are our reasons.

[3] The underlying litigation in this appeal involves a commercial lease. On January 10, 2023, the appellant, Mr. Bray and Triloq Corp. were noted in default. On April 16, 2024, Williams J. granted default judgment. On May 13, 2024, she ordered judgment of \$69,948.75, costs of \$67,400, as well as prejudgment interest and postjudgment interest commencing in April 2024. The responding party seeks to appeal this default judgment.

[4] The moving parties argue that no appeal lies to this court from a decision on default judgment because it is not a final order of a judge of the Superior Court of Justice under s. 6(1)(b) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

[5] As this court has observed, default judgments are not uncommon and a motion to set aside a default judgment under r. 19.08 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, provides “an efficient and relatively inexpensive means by which a party can challenge a default judgment”: *10720143 Canada Corp. v. 2698874 Ontario Inc.*, 2023 ONCA 463, at para. 16. Such motions are often successful.

[6] The interlocutory nature of a default judgment has been confirmed by this court on many occasions: *10720143 Canada Corp v. 2698874 Ontario Inc.*, at paras. 16-18. See also, for example, *National Bank of Canada v. Royal Bank of Canada* (1999), 44 O.R. (3d) 533 (C.A.); *Hans v. Mohammadi* (2005), 198 O.A.C.

374 (Ont. C.A.), at para. 11; *Siivonen v. Halow* (2002), 59 O.R. (3d) 211 (Ont. C.A.), at paras. 6-7; *Laurentian Bank of Canada v. Goldshmidt*, 2013 ONCA 122, at para. 4; *Pasquale Doldo (Canadian Construction and Trucking) v. 1497601 Ontario Limited (Weston Gate Gardens)*, 2014 ONCA 73, 42 C.L.R. (4th) 7, at para. 4.

[7] Therefore, the motion to quash must be granted.

[8] The moving parties are entitled to costs. It is clear this motion should not have been necessary. For this reason, those costs should be on a substantial indemnity basis. Therefore, the responding party shall pay costs to the moving parties in the amount of \$7,000 all-inclusive.

“L. Sossin J.A.”
“L. Madsen J.A.”
“R. Pomerance J.A.”