Court File No. CV-22-00688248-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERICAL LIST)

B E T W E E N:

CITY OF TORONTO

Applicant

- and -

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

FACTUM OF THE RECEIVER

November 13, 2026

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PART I - OVERVIEW

1. TDB Restructuring Limited, in its capacity as receiver and manager (the "**Receiver**") files this factum in response to a motion by Betty's Law Office ("**Betty's Law**"), counsel for the Board of Directors (the "**Board**") of the Respondent, Harry Sherman Crowe Housing Co-Operative Inc. ("**HSC**" or the "**Co-op**"), seeking an order for payment of its legal fees in the amount of $29,986.58 from Co-op funds (the "**Fee Approval Motion**") incurred in connection with the Receiver's motion for approval of its consultation process, heard on June 29, 2026 (the "**Consultation Process Motion**").[1]

2. Betty's Law brings the motion despite several endorsements of this Court directing that Betty's Law seek prior approval of the Court before seeking funding and the clear terms of a settlement in which the Board and Betty's Law expressly agreed to not seek approval for, and are not entitled to, funding from HSC or the Receiver without prior Court authorization.

3. On November 6, 2026, Betty's Law served a Notice of Abandonment. Pursuant to Rule 37.09(3), where a motion is abandoned, the Receiver is entitled to costs of the motion forthwith, unless the court orders otherwise.[2]

4. The Receiver submits that in the circumstances of this case, this Court should make an order:

(a) if necessary, dismissing the Fee Approval Motion;

[1] Motion Record of the Respondent dated August 4, 2026 ("**MR**"), Tab 1, Notice of Motion dated August 4, 2026.
[2] *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, Rule 37.09(3).

(b) requiring Betty's Law to pay costs of the Fee Approval Motion, on a substantial indemnity basis, personally; and,

(c) requiring the Board and Betty's Law to obtain leave of the Court, at a case conference, before taking any further step in this proceeding.

PART II - SUMMARY OF FACTS

A. The Court fixed a process for any future Board fee funding

5. On June 3, 2025, Justice Kimmel set the framework for funding the Board's legal expenses from the Co-op's estate. The Court refused the Board's request for blanket pre-authorization of its ongoing legal fees, finding that the request, as framed, was "tantamount to a blank cheque." It held that the Board bears an initial onus to explain what it needs funding for, and that the Court "requires evidence of the need for advance funding and what it is for, and will not write a blank cheque." The Court also cautioned that future funding should not be assumed.[3]

6. On November 28, 2025, the Court reinforced that framework, noting that the June 3, 2025 endorsement "contains guidance regarding any future funding approval requests by the Board or its counsel."[4]

7. That guidance was not optional. It was the Court's mechanism for balancing any legitimate role for the Board against the need to prevent unfunded or after-the-fact claims against the Co-op's funds. By the end of November 2025, Betty's Law had been directed, and then reminded, that the

[3] Responding Motion Record of the Receiver dated September 1, 2026 ("**RM**"), Tab 1, Second Supplement to the Receiver's Fourth Report to the Court of TDB Restructuring Limited dated September 1, 2026 ("**Report**"), Appendix A, Endorsement dated June 3, 2025 at para 40.

[4] RM, Tab 1, Report, Appendix B, Endorsement dated November 28, 2025 at para 7.

Court would require evidence of the need for any funding of the Board's legal fees from the Co-op's estate and what it was for, and that such funding should not be assumed.

B. The Board and Betty's Law accepted terms of Fee Settlement

8. On February 6, 2026, contrary to the Court's guidance on funding, Betty's Law brought another motion seeking approval of fees already incurred in connection with the Receiver's December 11, 2025 motion. The Court scheduled that motion on February 19, 2026, and Betty's Law indicated that it might amend its materials to seek broader relief concerning its ongoing representation.[5]

9. The Receiver and Betty's Law then negotiated a resolution. On March 5, 2026, the Receiver delivered an offer to settle the Board's fee motion. Betty's Law accepted that offer on behalf of the Board.[6]

10. Under the accepted Fee Settlement, HSC agreed to pay $11,000, inclusive of disbursements and HST, for the fees claimed in the February 2026 fee motion. In return, the Board and its lawyers agreed that, from the date of acceptance, they would proceed consistently with the June 3, 2025 endorsement.[7]

11. The Fee Settlement required that the Board agree to seek Court authorization in advance of incurring fees and further expressly provided that:

(a) the Board and its lawyers will not seek approval for, and are not entitled to, funding of any legal work from HSC or the Receiver unless such prior

[5] RM, Tab 1, Report, Appendix D, Endorsement dated February 19, 2026 at para 3.
[6] RM, Tab 1, Report, Appendix H, Fee Settlement and Acceptance.
[7] RM, Tab 1, Report, Appendix H, Fee Settlement and Acceptance.

authorization has been obtained, provided that the Board may personally pay for any such legal services as it my deem appropriate.[8]

C. Betty's Law then incurred the disputed fees without advance authorization

12. On March 6, 2026, the Court set the timetable for the Receiver's Consultation Process Motion. The Receiver's report was due March 31, 2026, responding materials were due May 15, 2026, factums were due in June, and the hearing was scheduled for June 29, 2026.[9]

13. Betty's Law did not seek advance approval for funding before doing the work now at issue. Nor did it seek approval at the June 29, 2026 hearing. Instead, on or about August 4, 2026, Betty's Law served its Fee Approval Motion.

D. The disputed services did not assist the receivership

14. The Receiver has serious concerns with the services for which Betty's Law now seeks payment. Those concerns include the manner in which Betty's Law participated in the Members' Meeting and the nature of the opposition advanced for the June 29, 2026 hearing.

15. At the meeting, Courtney Betty, counsel at Betty's Law, made the following concerning statements:

(a) *"I actually had an opportunity to represent Mississauga New Credit. And it was something that I cherish. But I see a lot of similarities here. Mississauga New Credit, they don't own this land. Their land was taken away from them. And this is*

[8] RM, Tab 1, Report, Appendix H, Fee Settlement and Acceptance.

[9] RM, Tab 1, Report, Appendix E, Endorsement dated March 6, 2026 at para 4.

why I'm fighting this battle here, so that your land, so that your co-op is not taken away from [sic]."

(b) *"We're in court right now. This has been an incredible legal battle that's been going on for three years now. The court has authorized millions of dollars. Go and look a [sic] the report. Millions of dollars to support this battle against us, the legal team. Hundreds of thousands of dollars have been paid to the lawyers on the other side."*

(c) *"This is your property. And I want you to really understand that. You're not just a tenant, you're an owner in a cooperative. At the end of the day, what's at stake is that you have the possibility of losing everything."*

(d) *"And I think it's important for you to understand who RSM is because you're kind of sitting back here and I drew the analogy with the Mississauga New Credit. RSM happens to be linked to one of the most powerful corporations in this country. Bryan Tannenbaum, you may recognize the name Tanenbaum [sic]. His family owns Maple Leaf Sports. They own the hocket [sic] team. The [sic] own the soccer team. They own the Raptors. That's the battle that you're up against. This is David and Goliath. At the end of the day, all I'm asking from you, we can fight this battle."*

(e) *"Fear is what builds opportunity. Fear that somehow I'm going to be evicted, somehow I'm not going to get all the things that I need or whatever. That's what's being used against you. If you look at the world, the idea of fear is the biggest weapon. We're here to protect you legally. We're actually here to fight for you. So don't be fearful to speak up. Because what's at stake is that if you don't, and the*

pathway is number two, number three, or number four, in a couple of years, you're going to have to find another residence. You're going to have to find somewhere to live." [10]

16. In connection with the opposition to the Consultation Process Motion, the Court's July 2, 2026 endorsement on the June 29, 2026 hearing noted a familiar "pattern of objection up to the hearing, followed by a late concession to some or all of the relief sought, but not without causing added expense and, in some instances delays (for example, with respect to the membership application approvals)."[11]

17. The Court indicated that it would have been open to the court to make an adverse costs award against the Board, but that the Court would exercise discretion not to do so because of the potential implication for the Co-op and its Members, or the individual Board Members.[12]

18. Betty's Law served its Fee Approval Motion on or about August 4, 2026. The Receiver incurred costs to respond to the Fee Approval Motion. On November 6, 2026, less than 2 weeks before the return date, Betty's Law purported to abandon the Fee Approval Motion.

19. Betty's Law has scheduled a case conference in December to address the proposed Advisory Committee and the Receiver does not seek any relief in respect of the membership applications until after the case conference.

[10] RM, Tab 1, Report at paras. 24 – 27.
[11] RM, Tab 1, Report, Appendix F, Endorsement dated July 2, 2026 at para. 53.
[12] RM, Tab 1, Report, Appendix F, Endorsement dated July 2, 2026 at para. 54.

PART III - STATEMENT OF ISSUES, LAW & AUTHORITIES

20. The issues are:

(a) if necessary, whether the Fee Approval Motion should be dismissed;

(b) whether costs should be payable to the Receiver by Betty's Law personally; and,

(c) whether the Board and Betty's Law should be prohibited from taking further steps without leave.

A. If Necessary, the Fee Approval Motion should be dismissed

21. Given the Notice of Abandonment, the Receiver submits that it is entitled to costs. In the event that Betty's Law retracts its abandonment, or the Court does not accept the abandonment, the Receiver submits that the Fee Approval Motion fails and should be dismissed. Betty's Law asks for funding after agreeing that future funded work required prior Court authorization. The Court should hold the Board and Betty's Law to that bargain.

22. The Fee Settlement is clear. The Board and its lawyers were not entitled to seek funding from HSC or the Receiver unless they first obtained Court authorization. They did not do so. That alone is sufficient to dismiss the motion.

23. Dismissing the motion also respects the June 3, 2025 endorsement. That endorsement required evidence of need, scope, and anticipated cost in advance. An after-the-fact fee motion denies the Court the control the June 3, 2025 endorsement was designed to preserve.

24. Applying the framework set out in *Peterborough (City) v Kawartha Native Housing Society Incorporated*, 2010 ONCA 705, the Court held in its June 3, 2025 Endorsement that funding for a Board's legal expenses in a receivership is discretionary and must be assessed having

regard to, among other factors, the merits of the position advanced, whether the Board acted in the interests of the corporation, and whether its conduct supported the orderly administration of the receivership.[13]

25. Among the work for which Betty's Law now seeks payment is its attendance at the Members' Meeting. The Receiver has serious concerns with the conduct that was undertaken by Betty's Law in connection with the Members' Meeting.

26. The information provided by Betty's Law to the Members was inaccurate, misleading, and inflammatory and this Court should not endorse or reward such conduct by approving the fees claimed by Betty's Law.

27. In addition, a review of the time entries reveals that:

(i) Betty's Law began reviewing the Fourth Report on April 1, 2026, but did not meet with the Board until April 21, 2026, and attended the Members' Meeting on April 30, 2026. During that time, it made no effort to tell the Receiver that it was doing the work or to seek the required Court approval.

(ii) Betty's Law spent about 17.5 hours preparing responding materials for the Consultation Process Motion. However, those materials largely repeated earlier allegations and were mostly not relied on in the Responding Factum or oral submissions.

[13] *Peterborough (City) v. Kawartha Native Housing Society Incorporate*d, 2010 ONCA 705 at para 35.

(iii) Betty's Law spent a further 12 hours or so on legal research and the Responding Factum. The factum opposed every form of relief the Receiver sought, cited little or no law on any contested issue, and was largely abandoned by counsel at the hearing.

28. Despite the time incurred, at the hearing, Betty's Law (once again) retreated from substantially all of its stated objections.[14]

29. Accordingly, the relief sought by Betty's Law should be denied. Each of the *City of Peterborough* factors weighs against funding. Because approval is sought after the fact, the merits of the position taken carry full weight; as this Court observed on June 3, 2025, merit is a relevant consideration for funding approval after the fact, and may be less significant only where approval is sought in advance. The time incurred, and the fees claimed in respect of that time, relate to a position that:

(a) lacked merit, as the Board's opposition to virtually all of the relief sought was largely abandoned at the hearing;

(b) was not advanced in the interests of the Co-op, given the fear and confusion caused among residents at the Members' Meeting;

(c) did not need to be advanced by the Board, as the Receiver had already considered the underlying issues in its Fourth Report; and

[14] RM, Tab 1, Report, Appendix F, Endorsement dated July 2, 2026 at para. 9.

(d) detracted from the orderly administration of the receivership by adding expense and risking delay to the Court-approved consultation process.

B. Costs should be payable personally by Betty's Law

30. If the Fee Approval Motion is dismissed, Betty's Law should personally bear the costs of responding to it. Such an order would effectively address the conduct of counsel that gave rise to those costs without imposing any direct costs burden on the Co-op, its members, or individual Board members.

31. Rule 57.07(1) authorizes the Court to order a lawyer to pay costs personally where the lawyer caused costs to be incurred without reasonable cause or wasted costs through undue delay, negligence, or other default.[15]

32. Independently of Rule 57.07, the Court has an inherent jurisdiction to make personal costs orders against lawyers. This authority arises from the Court's responsibility to supervise the conduct of counsel who appear before it and, where appropriate, to sanction conduct that undermines or interferes with the proper administration of justice.[16]

33. The determination of a lawyer's liability for costs under Rule 57.07 involves a two-stage analysis. At the first stage, the Court must consider whether the lawyer's conduct caused costs to be incurred without reasonable cause or wasted costs through undue delay, negligence, or other default within the meaning of Rule 57.07(1).[17] In this respect, the inquiry is not directed at the lawyer's professional conduct generally, but at whether the lawyer's conduct in the litigation

[15] *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, Rule 57.07(1).
[16] *Ly Innovative Group Inc. v. Facilitate Settlement Corporation*, 2024 ONSC 1033 at para 125.
[17] *Galganov v. Russell (Township)*, 2012 ONCA 410 at para. 18.

resulted in unreasonable or unnecessary costs being incurred.[18] Such relief should be reserved for cases in which counsel has pursued objectives that are clearly unattainable or has otherwise failed to discharge the obligations owed as an officer of the court.[19]

34. Courts have found the following conduct by a lawyer to be falling within the ambit of Rule 57.07: being responsible for inordinate or unnecessary delays, bringing numerous unnecessary motions, being inadequately prepared, failing to appear, presenting arguments that had no merit, and disregarding several court orders.[20] Betty's Law has engaged in conduct of this kind throughout these proceedings, as set out above.

35. A lawyer may also be exposed to a personal costs order where the proceeding is characterized by repetitive and irrelevant materials, excessive motion practice, and other abusive litigation tactics, particularly where counsel has encouraged or facilitated such conduct and the resulting delay and expense.[21]

36. At the second stage, the Court must decide whether the circumstances justify a personal costs award, recognizing that such discretion is to be exercised sparingly and with extreme caution. The requirement that the Court exercise extreme caution means that personal costs orders against counsel are exceptional remedies. They should be imposed only in clear and compelling circumstances, following a careful and restrained exercise of discretion, and not simply because counsel's conduct may arguably engage Rule 57.07(1).[22]

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[18] *Galganov v. Russell (Township)*, 2012 ONCA 410 at para. 21.
[19] *Galganov v. Russell (Township)*, 2012 ONCA 410 at para. 18.
[20] *Rand Estate v. Lenton*, 2009 ONCA 251 at para 6.
[21] *Young v. Young*, 1993 SCC 34 at pages 135-136.
[22] *Galganov v. Russell (Township)*, 2012 ONCA 410 at para. 22.

37. Betty's Law's conduct throughout the receivership squarely engages Rule 57.07. It has consistently pursued unnecessary motions, presented arguments that had no merit, and disregarded multiple court orders. The present Fee Approval Motion exemplifies this conduct. Contrary to the clear process mandated by the June 3, 2025 Endorsement and in breach of the terms of the Fee Settlement, Betty's Law proceeded with the Fee Approval Motion without first making any meaningful effort to comply with the Court's directions.

38. The first stage is met. Betty's Law brought a fee motion in direct conflict with the Fee Settlement and the Court-approved process. It did so after receiving the benefit of the settlement payment. It then required the Receiver to respond to a motion that should not have been brought. The conduct in the Members' Meeting also merits sanction by this Court.

39. The second stage is also met. This is a clear and compelling case because the conduct was not an isolated error. It was part of a pattern of late, broad, and often abandoned opposition that the Court has already noted. The July 2, 2026 endorsement expressly left open the possibility of adverse costs if the pattern continued.

C. The Board and Betty's Law should require leave before taking further steps

40. As the Board and Betty's Law have continuously acted in a manner inconsistent with the June 3, 2025 Endorsement and have disregarded the terms of the Fee Settlement (despite having received the full consideration from the Co-op's funds), the Receiver recommends the Court expressly order that neither the Board nor Betty's Law may file materials or appear at any further hearing without leave of the Court, such leave to be sought at a case conference.

41. Rule 37.16 authorizes the Court, upon motion, to require a party to obtain leave before bringing any further motions in a proceeding where the Court concludes that the party has engaged

in abusive motion practice, including filing frivolous or vexatious motions, causing unnecessary delay, or increasing the costs of the proceeding.[23] Although the Receiver has not brought a separate motion for this relief, the Court has the jurisdiction to grant such an order on its own initiative in the context of determining the Fee Approval Motion.

42. The test under Rule 37.16 is closely aligned with the principles governing vexatious litigant orders under section 140 of the *Courts of Justice Act*.[24] Section 140 empowers the Court to restrict a person's access to the courts where the person has persistently commenced proceedings without reasonable grounds or has conducted litigation in a vexatious manner. In such circumstances, the Court may prohibit the commencement or continuation of proceedings without leave.[25]

43. Given the similarity between the two regimes, courts have held that the factors applicable to vexatious litigant orders under section 140 are equally relevant to the Rule 37.16 analysis, subject to the necessary modification, particularly the substitution of the word “motions” for “actions”.[26]

44. Conduct indicative of vexatious litigation includes:

(a) the bringing of one or more actions to determine an issue which has already been determined by a court of competent jurisdiction;

[23] *Rules of Civil Procedure,* R.R.O. 1990, Reg. 194, Rule 37.16.

[24] *Seferovic et al. v. 285 Spadina*, 2023 ONSC 5578 at para 10.

[25] *Courts of Justice Act*, R.S.O. 1990, c. C.43, s. 140(1).

[26] *Seferovic et al. v. 285 Spadin*a, 2023 ONSC 5578 at para 10; *Cameron Stephens Mortgage Capital Ltd. v. 2011836 Ontario Corp*, 2026 ONSC 5375 at para 12.

(b) the bringing or continuing of an action where it is obvious that the action cannot succeed, or if the action would lead to no possible good, or if no reasonable person can reasonably expect to obtain relief;

(c) actions brought or continued for an improper purpose, including the harassment and oppression of other parties by multifarious proceedings brought for purposes other than the assertion of legitimate rights;

(d) the failure of the person instituting the proceedings to pay the cost of unsuccessful proceedings is one factor to be considered;

(e) it is a general characteristic of vexatious proceedings that grounds and issues raised tend to be rolled forward into subsequent actions and repeated and supplemented, often with actions brought against the lawyers who have acted for or against the litigant in earlier proceedings; and

(f) the persistent taking of unsuccessful appeals from judicial decisions can be considered to be vexatious conduct.[27]

45. In addition to the authority conferred by section 140, Rule 2.1.02 provides further guidance and empowers the Court to make an order prohibiting a moving party from making further submissions in the proceeding without leave pursuant to Rule 37.16.[28]

[27] *Seferovic et al. v. 285 Spadina*, 2023 ONSC 5578 at para 8.
[28] *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, Rule 2.1.02(3).

46. In support of its request that the Board and Betty's Law be required to obtain leave before taking any further step in this proceeding, the Receiver relies on the following:

(a) The Court has inherent jurisdiction to regulate its own process, safeguard against abuses of that process, and ensure that court proceedings are conducted in a fair, orderly, and efficient manner.[29]

(b) Abuse of process harms not only the parties directly involved but also the administration of justice more broadly. Frivolous and vexatious proceedings consume limited judicial resources, increase costs, and divert court time from other litigants awaiting the timely resolution of their disputes.[30]

(c) While a vexatious litigant order is an extraordinary remedy that must be exercised with considerable caution, it does not deprive an individual of access to justice and the Receiver is not asking the Court to bar Betty's Law and the Board from bringing motions. It is simply asking that it be regulated to avoid unnecessary costs and delays.[31]

47. The same concerns are present here. Betty's Law has advanced broad objections, repeated issues already addressed or abandoned, filed irregular materials, and retreated at hearings after the Receiver incurred the cost of responding. That conduct impedes the efficient administration of the receivership and is not in the interest of justice.

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[29] *Leong and Shah et al. v. Ryabikhina et al.*, 2013 ONSC 6725 at para 5 citing *R. v. Cunningha*m, 2010 SCC 10; *Royal Bank v. Walker Hall Winery Ltd*., 2011 ONSC 1556 at para 8.

[30] *Leong and Shah et al. v. Ryabikhina et al.*, 2013 ONSC 6725 at para 9.

[31] *Tipu v. Munchi*, 2025 ONSC 3342 at para 43.

48. As set out elsewhere in this Factum, the Receiver's experience with Betty's Law in its representation of the Board has been, at best, challenging. The Receiver and its counsel have devoted considerable time and resources to addressing concerns raised by the Board and Betty's Law, many of which are disclosed only at a late stage through responding materials served shortly before scheduled hearings, leaving a compressed timeframe in which to prepare a response.

49. In these circumstances, requiring that the Board and Betty's Law seek leave of the Court before taking any further steps in the receivership proceeding, furthers the Court's ability to prevent the continuation of abusive litigation conduct.

PART IV - ORDER REQUESTED

50. The Receiver respectfully requests that the Court:

(a) dismiss the Fee Approval Motion;

(b) order costs of the Fee Approval Motion to be paid to the Receiver, by Betty's Law personally; and,

(c) order that the Board and Betty's Law may not take any step in the receivership proceeding, including filing of materials or making submissions at any hearing without leave of the Court, to be sought at a case conference in advance.

ALL OF WHICH IS RESPECTFULLY SUBMITTED



November 13, 2026

Philip Cho/Fabiola Bassong
WeirFoulds LLP
Lawyers for the Receiver

STATEMENT OF AUTHENTICITY

Pursuant to Rule 4.06(2.1), I, **PHILIP CHO**, lawyer for the Receiver, TDB Restructuring Limited, am satisfied as to the authenticity of every authority cited in this factum dated November 13, 2026 and I am satisfied that every quotation from an authority that appears in the factum accurately reproduces the text of the authority.



Philip Cho/Fabiola Bassong
Lawyers for the Receiver

SCHEDULE "A"

List of Authorities

Tab	Description
1	*Ly Innovative Group Inc. v. Facilitate Settlement Corporation,* 2024 ONSC 1033
2	*Galganov v. Russell (Township),* 2012 ONCA 410
3	*Rand Estate v. Lenton,* 2009 ONCA 251
4	*Young v. Young,* 1993 SCC 34
5	*Seferovic et al. v. 285 Spadina,* 2023 ONSC 5578
6	*Cameron Stephens Mortgage Capital Ltd. V. 2011836 Ontario Corp,* 2026 ONSC 5375
7	*Leong and Shah et al v. Ryabikhina et al.,*
8	*R. v. Cunningham,* 2010 SCC 10
9	*Royal Bank v Walker Hall Winery Ltd*., 2011 ONSC 1556
10	*Tipu v. Munchi,* 2025 ONSC 3342
11	*Peterborough (City) v. Kawartha Native Housing Society Incorporate*d, 2010 ONCA 705

SCHEDULE "B"

Statutory Authorities

Rules of Civil Procedure, R.R.O. 1990, Reg. 194

Court May Stay, Dismiss

2.1.02 (1) The court may make an order staying or dismissing a motion that appears on its face to be frivolous or vexatious or otherwise an abuse of the process of the court.

Restriction on Further Motions

(3) In making an order under subrule (1), the court may also make an order under rule 37.16 prohibiting the moving party from making further motions in the proceeding without leave.

Abandoned Motions

37.09 (3) Where a motion is abandoned or is deemed to have been abandoned, a responding party on whom the notice of motion was served is entitled to the costs of the motion forthwith, unless the court orders otherwise.

Prohibiting Motions without Leave

37.16 On motion by any party, a judge or associate judge may by order prohibit another party from making further motions in the proceeding without leave, where the judge or associate judge on the hearing of the motion is satisfied that the other party is attempting to delay or add to the costs of the proceeding or otherwise abuse the process of the court by a multiplicity of frivolous or vexatious motions.

Liability of Lawyer for Costs

57.07 (1) Where a lawyer for a party has caused costs to be incurred without reasonable cause or to be wasted by undue delay, negligence or other default, the court may make an order,

(a) disallowing costs between the lawyer and client or directing the lawyer to repay to the client money paid on account of costs;

(b) directing the lawyer to reimburse the client for any costs that the client has been ordered to pay to any other party; and

(c) requiring the lawyer personally to pay the costs of any party.

Courts of Justice Act, R.S.O. 1990, c. C.43

Vexatious litigant orders

140 (1) If a judge of the Superior Court of Justice or of the Court of Appeal is satisfied that a person has persistently and without reasonable grounds instituted vexatious proceedings in any

court or conducted a proceeding in any court in a vexatious manner, the judge may make an order that includes any of the following terms:

1. No further proceeding may be instituted by the person in any court, except by leave of a judge of the Superior Court of Justice.
2. No proceeding previously instituted by the person in any court shall be continued, except by leave of a judge of the Superior Court of Justice.
3. Any other term that is just.

CITY OF TORONTO

Applicant

and

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

Court File No. CV-22-00688248-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

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