



**TDB Restructuring Limited**  
Licensed Insolvency Trustee

11 King St. W, Suite 700   
Toronto, ON M5H 4C7

info@tdbadvisory.ca   
416-575-4440   
416-915-6228 

**tdbadvisory.ca**

**IN THE MATTER OF THE RECEIVERSHIP OF**  
**HARRY SHERMAN CROWE HOUSING COOPERATIVE INC.**

**FOURTH SUPPLEMENT TO THE SECOND REPORT TO THE COURT OF**  
**TDB RESTRUCTURING LIMITED**

**JUNE 18, 2025**

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

***ONTARIO***

**SUPERIOR COURT OF JUSTICE**

**(COMMERCIAL LIST)**

**BETWEEN:**

**CITY OF TORONTO**

Applicant

-and-

**HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**

Respondent

## Contents

|            |                                                                  |          |
|------------|------------------------------------------------------------------|----------|
| <b>1.0</b> | <b>INTRODUCTION.....</b>                                         | <b>1</b> |
| <b>1.1</b> | <b>Purpose of the Fourth Supplemental Report.....</b>            | <b>1</b> |
| <b>2.0</b> | <b>INAPPROPRIATE ALLEGATION OF MISCONDUCT ON WEIRFOULDS.....</b> | <b>2</b> |
| <b>3.0</b> | <b>CROSS EXAMINATION OF P. CHO AND TRANSCRIPTS.....</b>          | <b>3</b> |
| <b>4.0</b> | <b>EXCERPTS POSTED AT THE CO-OP .....</b>                        | <b>3</b> |

## APPENDICES

|                                    |   |
|------------------------------------|---|
| June 16, 2025 Email Exchange ..... | A |
| June 17, 2025 Email Exchange ..... | B |
| Excerpts .....                     | C |

## 1.0 INTRODUCTION

1. By order of the Ontario Superior Court of Justice (the “**Court**”) dated March 14, 2023, RSM Canada Limited was appointed receiver and manager (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Harry Sherman Housing Cooperative Inc. (“**HSC**” or the “**Co-op**”) acquired for, or used in relation to a business carried on by HSC, including all proceeds thereof (the “**Appointment Order**”).
2. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver.
3. This report (the “**Fourth Supplemental Report**”) is the fourth supplement to the second report to the Court of the Receiver dated April 30, 2025 (the “**Second Court Report**”) and should be read in conjunction with the Second Court Report, the supplement to the Second Court Report dated May 8, 2025 (the “**Supplemental Report**”), the second supplement to the Second Report dated May 16, 2025 (the “**Second Supplemental Report**”) and the third supplement to the Second Court Report dated June 11, 2025 (the “**Third Supplemental Report**”). Capitalized terms, unless otherwise expressly defined, shall have the meaning set out in the Second Court Report, the Supplemental Report, the Second Supplemental Report and the Third Supplemental Report.

### 1.1 Purpose of the Fourth Supplemental Report

4. The purpose of the Fourth Supplemental Report is to provide the Court with information in relation to:
  - a) an email exchange between WeirFoulds LLP (“**WeirFoulds**”) and Betty’s Law Office (“**Betty’s Law**”) alleging professional misconduct and threatening to bring a motion to remove WeirFoulds as the Receiver’s counsel;
  - b) the cross examination of Mr. Philip Cho of WeirFoulds by Betty’s Law on Mr. Cho’s affidavit of fees and production of the transcript for same; and
  - c) the posting of various excerpts from the Second Court Report at the Co-op by residents.

## **2.0 INAPPROPRIATE ALLEGATION OF MISCONDUCT ON WEIRFOULDS**

5. As the Court is aware, part of the Second Court Report contained the fee affidavit of Mr. Philip Cho of WeirFoulds (the “**Cho Affidavit**”). The purpose of inclusion of the Cho Affidavit in the Second Court Report was to support certain of the relief sought by the Receiver and specifically, seeking the Court’s approval of WeirFoulds’ fees and disbursements as counsel to the Receiver in accordance with standard practice in Ontario. Paragraph 21 of the Appointment Order sets out that:

“THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.”

6. On June 16, 2025, Mr. Courtney Betty of Betty’s Law emailed Mr. Cho to advise, among other things, that:
  - a) Betty’s Law’s position was that the Law Society Rules prevent WeirFoulds as acting as counsel in this matter since Mr. Cho provided evidence in this matter by way of affidavit;
  - b) if counsel to the Receiver was not prepared to remove itself, Mr. Betty would be raising this issue as a preliminary matter to have WeirFoulds removed as counsel;
  - c) notice was being provided to not further delay the proceedings and to give WeirFoulds time to brief new counsel; and
  - d) Betty’s Law will also be seeking an order that the Cho affidavit be struck from the record if WeirFoulds persisted on acting contrary to the Law Society Rules.
7. WeirFoulds responded to these emails by, among other things, referring to the Appointment Order and specifically paragraph 21 of same, advising that court officers and their counsel are required to submit affidavits in respect of their fees, citing a past precedent and to advise that this manner of seeking fee approvals was normal practice in a receivership administration.

8. A copy of the June 16, 2025 email exchange between Betty's Law and WeirFoulds is attached hereto as **Appendix "A"**.

### **3.0 CROSS EXAMINATION OF P. CHO AND TRANSCRIPTS**

9. As part of Appendix E to the Third Supplemental Report, the Receiver attached correspondence between Betty's Law and WeirFoulds in which Mr. Betty indicated that he intended to cross-examine Mr. Cho on the Cho Affidavit. The examination of Mr. Cho occurred on June 16, 2025.
10. On June 17, 2025, Mr. Betty emailed WeirFoulds and the City of Toronto to request confirmation that the cost of the transcript of Mr. Cho's examination would be paid by the Receiver and/or the City of Toronto.
11. WeirFoulds responded by citing Rule 39.02(4) and set out, among other things, that where a party cross-examines on an affidavit, that party shall purchase and serve a copy on every adverse party on the motion free of charge, and is liable for the partial indemnity costs of every party in respect of the cross-examination motion.
12. In response, Mr. Betty did not confirm that his client would abide by Rule 39.02(4). Rather, Mr. Betty indicated he would advise the Court of Mr. Cho's "position".
13. A copy of the June 17, 2025 email exchange between Betty's Law and WeirFoulds is attached hereto as **Appendix "B"**.
14. On the morning of June 18, 2025, the Receiver's counsel received a copy of the cross-examination transcript from the court reporter's office, without any invoice for payment.

### **4.0 EXCERPTS POSTED AT THE CO-OP**

15. On June 17, 2025 the Receiver was notified that certain members of the Co-op had posted excerpts from the Receiver's Second Report (the "**Excerpts**") on various floors of the Co-op. The property management office at the Co-op operates from approximately 9 am – 5 pm from Monday through Friday and the Receiver

understands that the Excerpts were posted some-time overnight during the early hours of June 17, 2025. Copies of the Excerpts are attached hereto as **Appendix “C”**.

16. The Receiver understands from its property manager, Community First Developments Inc. (“**CFDI**”), that there is no by-law or rule that prevents residents from posting notices or documents in the Co-op and that doing so is routine without previously consulting with CFDI.
17. On the basis that the Receiver believes posting excerpts from the Receiver’s Second Report out of context may be unnecessarily inflammatory and potentially misleading, the Receiver instructed its property manager, CFDI, remove the Excerpts. CFDI has confirmed that the Excerpts have been removed.
18. Late in the afternoon of June 17, 2025, the Receiver received a voicemail from a resident who indicated that the Excerpts were posted as a way of informing residents of the Co-op who may have difficulty accessing the Second Report on the Receiver’s website of the contents of the Second Report.

All of which is respectfully submitted to this Court as of this 18<sup>th</sup> day of June 2025.

**TDB RESTRUCTURING LIMITED**, solely in its capacity  
as Receiver and Manager of Harry Sherman Crowe Housing  
Cooperative Inc. and not in its personal or corporate capacity

Per:



Arif Dhanani, CPA, CA, CIRP, LIT  
Managing Director

# **APPENDIX A**

## Arif Dhanani

---

**From:** Bryan Tannenbaum  
**Sent:** Monday, June 16, 2025 3:06 PM  
**To:** Philip Cho; Courtney Betty; Arif Dhanani  
**Cc:** Mark Siboni; Tenechia Williams; Kelsey Ivory; Bobbie-Jo Brinkman; Angela Jameer; Julian Castro  
**Subject:** RE: TDB re Harry Sherman Crowe



### TDB Restructuring Limited

**Bryan A. Tannenbaum**, FCPA, FCA, FCIRP, LIT  
Managing Director

✉ [btannenbaum@tdbadvisory.ca](mailto:btannenbaum@tdbadvisory.ca)

☎ 416-238-5055

🏠 416-915-6228

📍 11 King St. West, Suite 700  
Toronto, ON M5H 4C7

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---

**From:** Philip Cho <pcho@weirfoulds.com>  
**Sent:** Monday, June 16, 2025 12:54 PM  
**To:** Courtney Betty <betty@bettyslaw.com>  
**Cc:** Mark Siboni <Mark.Siboni@toronto.ca>; Bryan Tannenbaum <btannenbaum@tdbadvisory.ca>; Tenechia Williams <tenechia@bettyslaw.com>; Kelsey Ivory <kivory@weirfoulds.com>; Bobbie-Jo Brinkman <bbrinkman@weirfoulds.com>; Angela Jameer <ajameer@weirfoulds.com>; Julian Castro <julian@bettyslaw.com>  
**Subject:** RE: TDB re Harry Sherman Crowe

External sender

Mr. Betty,

Your email is received and is wholly inappropriate.

Court-officers and their counsel are required to submit affidavits in respect of their fees. This is not in violation of any Law Society Rules. We refer you first to paragraph 21 of the Appointment Order grading the passing of accounts. Secondly, we refer you to the Court of Appeal in *Confectionately Yours Inc. (Re)* at paragraph 40 confirming that the appropriate way for the Receiver's lawyers to pass their accounts are by way of a fee affidavit: <https://canlii.ca/t/1cpmt#par40>. I also refer you to the countless receivership where fees of the receiver's counsel are approved by the court through the practice of a fee affidavit sworn by a lawyer of the law firm acting for the receiver.

Before you make any allegations of impropriety or failure to comply with the Rules of Professional Conduct, I suggest that you better inform yourself of the law and the practice. Such an allegation is serious and should not be made easily by counsel to another. I strongly urge you to reconsider your comments and intended actions set out below.

**PHILIP CHO** | Partner | T. 416-619-6296 | C. 647-638-7828 | [pcho@weirfoulds.com](mailto:pcho@weirfoulds.com)



66 Wellington Street West, Suite 4100, P.O. Box 35, TD Bank Tower, Toronto, Ontario, Canada. M5K 1B7 | T. 416-365-1110 | F. 416-365-1876 | [www.weirfoulds.com](http://www.weirfoulds.com)

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**From:** Courtney Betty <[betty@bettyslaw.com](mailto:betty@bettyslaw.com)>

**Sent:** June 16, 2025 12:17 PM

**To:** Philip Cho <[pcho@weirfoulds.com](mailto:pcho@weirfoulds.com)>

**Cc:** Mark Siboni <[Mark.Siboni@toronto.ca](mailto:Mark.Siboni@toronto.ca)>; Bryan Tannenbaum <[btannenbaum@tdbadvisory.ca](mailto:btannenbaum@tdbadvisory.ca)>; Tenechia Williams <[tenechia@bettyslaw.com](mailto:tenechia@bettyslaw.com)>; Kelsey Ivory <[kivory@weirfoulds.com](mailto:kivory@weirfoulds.com)>; Bobbie-Jo Brinkman <[bbrinkman@weirfoulds.com](mailto:bbrinkman@weirfoulds.com)>; Angela Jameer <[ajameer@weirfoulds.com](mailto:ajameer@weirfoulds.com)>; Julian Castro <[julian@bettyslaw.com](mailto:julian@bettyslaw.com)>

**Subject:** Re: TDB re Harry Sherman Crowe

[External Message]

Phillip,

Further I will also be seeking an order that your affidavit be struck from the records if you persist contrary to the Law society Rules.

Thanks

---

**From:** Courtney Betty <[betty@bettyslaw.com](mailto:betty@bettyslaw.com)>

**Date:** Monday, June 16, 2025 at 12:13 PM

**To:** Philip Cho <[pcho@weirfoulds.com](mailto:pcho@weirfoulds.com)>

**Cc:** Mark Siboni <[Mark.Siboni@toronto.ca](mailto:Mark.Siboni@toronto.ca)>, Bryan Tannenbaum <[btannenbaum@tdbadvisory.ca](mailto:btannenbaum@tdbadvisory.ca)>, Tenechia Williams <[tenechia@bettyslaw.com](mailto:tenechia@bettyslaw.com)>, Kelsey Ivory <[kivory@weirfoulds.com](mailto:kivory@weirfoulds.com)>, Bobbie-Jo Brinkman <[bbrinkman@weirfoulds.com](mailto:bbrinkman@weirfoulds.com)>, Jameer Angela <[ajameer@weirfoulds.com](mailto:ajameer@weirfoulds.com)>, Julian Castro <[julian@bettyslaw.com](mailto:julian@bettyslaw.com)>

**Subject:** Re: TDB re Harry Sherman Crowe

Phillip,

Please consider this as notice that it is our position that the Law Society Rules prevent you from acting as counsel in this matter since you have provided evidence in this matter by way of affidavit. If you are not prepared to remove yourself, I will be raising this issue as a preliminary matter to have you removed as counsel. This notice is provided to not further delay the proceedings and to give you time to brief new counsel. I

Thank You

# **APPENDIX B**

## Arif Dhanani

---

**From:** Philip Cho <pcho@weirfoulds.com>  
**Sent:** Tuesday, June 17, 2025 11:59 AM  
**To:** Arif Dhanani  
**Cc:** Bryan Tannenbaum; Wojtek Jaskiewicz; Kelsey Ivory; Jillian Nield  
**Subject:** FW: City of Toronto v Harry Sherman Crowe Housing Co-operative

External sender

FYI below.

**PHILIP CHO** | Partner | T. 416-619-6296 | C. 647-638-7828 | pcho@weirfoulds.com



66 Wellington Street West, Suite 4100, P.O. Box 35, TD Bank Tower, Toronto, Ontario, Canada. M5K 1B7 | T. 416-365-1110 | F. 416-365-1876 | [www.weirfoulds.com](http://www.weirfoulds.com)

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**From:** Courtney Betty <betty@bettyslaw.com>  
**Sent:** June 17, 2025 11:57 AM  
**To:** Philip Cho <pcho@weirfoulds.com>; Mark Siboni <mark.siboni@toronto.ca>; Tenechia Williams <tenechia@bettyslaw.com>  
**Cc:** a33abcda24cb46679233191ff232d7de@lawmail.cosmolex.com; Kelsey Ivory <kivory@weirfoulds.com>  
**Subject:** Re: City of Toronto v Harry Sherman Crowe Housing Co-operative

[External Message]

I will inform the court of your position on Friday .

---

**From:** Philip Cho <pcho@weirfoulds.com>  
**Date:** Tuesday, June 17, 2025 at 11:55 AM  
**To:** Courtney Betty <betty@bettyslaw.com>, Mark Siboni <mark.siboni@toronto.ca>, Tenechia Williams <tenechia@bettyslaw.com>  
**Cc:** a33abcda24cb46679233191ff232d7de@lawmail.cosmolex.com <a33abcda24cb46679233191ff232d7de@lawmail.cosmolex.com>, Kelsey Ivory <kivory@weirfoulds.com>  
**Subject:** RE: City of Toronto v Harry Sherman Crowe Housing Co-operative

Mr. Betty, please refer to Rule 39.02(4): <https://canlii.ca/t/t8m#sec39.02> – providing that where a party cross-examines on an affidavit, that party shall purchase and serve a copy on every adverse party on the motion free of charge, and is liable for the partial indemnity costs of every party in respect of the cross-examination motion.

Please ensure that if you order the transcript, sufficient copies are purchased in accordance with the Rule.



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**From:** Courtney Betty <[betty@bettyslaw.com](mailto:betty@bettyslaw.com)>

**Sent:** June 17, 2025 11:24 AM

**To:** Philip Cho <[pcho@weirfoulds.com](mailto:pcho@weirfoulds.com)>; Mark Siboni <[mark.siboni@toronto.ca](mailto:mark.siboni@toronto.ca)>; Tenechia Williams <[tenechia@bettyslaw.com](mailto:tenechia@bettyslaw.com)>

**Cc:** [a33abcda24cb46679233191ff232d7de@lawmail.cosmolex.com](mailto:a33abcda24cb46679233191ff232d7de@lawmail.cosmolex.com)

**Subject:** Re: City of Toronto v Harry Sherman Crowe Housing Co-operative

[External Message]

Phillip and Mark

Please confirm that the cost of the transcripts will be covered.

Thanks

Hi there,

I estimate the transcript will be 50 to 60 pages. The cost for delivery Wednesday afternoon is \$11.75 per page. Delivery Thursday afternoon is \$10.75 per page.

Please let us know your preference as soon as possible.

Thanks,

A handwritten signature in cursive script that reads 'Chris Orr'.

*Production Manager*

**VICTORY VERBATIM REPORTING SERVICES INC.**

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**From:** Info <[info@victoryverbatim.com](mailto:info@victoryverbatim.com)>

**Sent:** June 17, 2025 10:46 AM

**To:** Tenechia Williams <[tenechia@bettyslaw.com](mailto:tenechia@bettyslaw.com)>; Jamie Roberts <[jamieroberts@victoryverbatim.com](mailto:jamieroberts@victoryverbatim.com)>

**Cc:** [a33abcda24cb46679233191ff232d7de@lawmail.cosmolex.com](mailto:a33abcda24cb46679233191ff232d7de@lawmail.cosmolex.com); Chris Orr <[chrisorr@victoryverbatim.com](mailto:chrisorr@victoryverbatim.com)>

**Subject:** RE: City of Toronto v Harry Sherman Crowe Housing Co-operative

**Importance:** High

Chris is copied to assist.

*Anna Tulsie*

*Receptionist*

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---

**From:** Tenechia Williams <[tenechia@bettyslaw.com](mailto:tenechia@bettyslaw.com)>  
**Sent:** Tuesday, June 17, 2025 10:43 AM  
**To:** Info <[info@victoryverbatim.com](mailto:info@victoryverbatim.com)>; Jamie Roberts <[jamieroberts@victoryverbatim.com](mailto:jamieroberts@victoryverbatim.com)>  
**Cc:** [a33abcda24cb46679233191ff232d7de@lawmail.cosmolex.com](mailto:a33abcda24cb46679233191ff232d7de@lawmail.cosmolex.com)  
**Subject:** RE: City of Toronto v Harry Sherman Crowe Housing Co-operative

Good Morning,

Can you advise the approximate cost for the transcripts and whether it can be available tomorrow rather than Thursday?

***Tenechia Williams***  
Operations Manager, LLB, LLM  
Betty's Law Office  
2300 Yonge St, #1600  
Toronto, ON, M4P 1E4

416-972-9472 ext. 105  
<https://bettyslaw.com>

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---

**From:** Info <[info@victoryverbatim.com](mailto:info@victoryverbatim.com)>  
**Sent:** June 13, 2025 9:48 AM  
**To:** Jamie Roberts <[jamieroberts@victoryverbatim.com](mailto:jamieroberts@victoryverbatim.com)>; Tenechia Williams <[tenechia@bettyslaw.com](mailto:tenechia@bettyslaw.com)>  
**Subject:** RE: City of Toronto v Harry Sherman Crowe Housing Co-operative  
**Importance:** High

Good morning,

Please confirm at your earliest convenience whether the matter will proceed on **Monday, June 16<sup>th</sup>, 2025 at 01:00 p.m.** via Zoom.

If so, kindly **prioritize** sending the Notice of Examination (NOE) for our court reporter's file.

Thank you!

*Anna Tulsie*

Receptionist

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Toronto, Ontario M5K 1H6  
T: 416-360-6117

F: 416-360-6482  
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**From:** Jamie Roberts <[jamieroberts@victoryverbatim.com](mailto:jamieroberts@victoryverbatim.com)>  
**Sent:** Wednesday, June 11, 2025 1:34 PM  
**To:** Info <[info@victoryverbatim.com](mailto:info@victoryverbatim.com)>; Tenechia Williams <[tenechia@bettyslaw.com](mailto:tenechia@bettyslaw.com)>  
**Subject:** RE: City of Toronto v Harry Sherman Crowe Housing Co-operative

Victory Verbatim is inviting you to a scheduled Zoom meeting.

Topic: City of Toronto v Harry Sherman Crowe Housing Co-operative  
Time: Jun 16, 2025 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting  
<https://us02web.zoom.us/j/89191066508?pwd=30UD2b5l4llGX7C38euWMHDvIOxFlp.1>

Meeting ID: 891 9106 6508  
Passcode: 957864

---

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+16473744685,,89191066508# Canada

---

Dial by your location  
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- +1 647 374 4685 Canada
- +1 647 558 0588 Canada
- +1 778 907 2071 Canada
- +1 780 666 0144 Canada
- +1 204 272 7920 Canada
- +1 438 809 7799 Canada

Meeting ID: 891 9106 6508

Find your local number: <https://us02web.zoom.us/j/kcT6GJD9wJ>

**\*NO CANCELLATION FEE CHARGED, PROVIDED YOU CANCEL THE BUSINESS DAY PRIOR BEFORE 5PM\***

*Jamie Roberts*

*It Manager*

**VICTORY VERBATIM REPORTING SERVICES INC.**

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---

**From:** Info <[info@victoryverbatim.com](mailto:info@victoryverbatim.com)>

**Sent:** June 11, 2025 12:52 PM

**To:** Tenechia Williams <[tenechia@bettyslaw.com](mailto:tenechia@bettyslaw.com)>

Cc: Jamie Roberts <[jamieroberts@victoryverbatim.com](mailto:jamieroberts@victoryverbatim.com)>

Subject: City of Toronto v Harry Sherman Crowe Housing Co-operative

Good day,

Thank you for your booking. I am confirming that the above-named matter has been scheduled on **June 16<sup>th</sup>, 2025** at **01:00 p.m.** via our Victory Verbatim Zoom for a **half day**.

We will reconfirm with you again on the day prior. Our IT Manager will provide you with the link that you may forward to all participants.

If you require any further assistance, please do not hesitate to contact us.

**\*NO CANCELLATION FEE CHARGED, PROVIDED YOU CANCEL THE BUSINESS DAY PRIOR BEFORE 5PM\***

*Anna Tulsie*

*Receptionist*

**VICTORY VERBATIM REPORTING SERVICES INC.**

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Toronto, Ontario M5K 1H6

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**From:** Victory Verbatim <[info@victoryverbatim.com](mailto:info@victoryverbatim.com)>

**Sent:** Wednesday, June 11, 2025 12:49 PM

**To:** Info <[info@victoryverbatim.com](mailto:info@victoryverbatim.com)>

**Subject:** You have received a service reservation

You have received an online reservation.

Your name: Tenechia Williams

E-mail: [tenechia@bettyslaw.com](mailto:tenechia@bettyslaw.com)

Examination date: 2025-06-16

Examination time: 1:00pm to 3:00pm

Examination: Strictly Virtual

Number Attending: 4

Expected duration: Half of One Day

Case name: City of Toronto v Harry Sherman Crowe Housing Co-operative

Booking lawyer: Courtney Betty

Booking law firm: Betty's Law Office Professional Corporation

Telephone number: 4169729472

Email address: [tenechia@bettyslaw.com](mailto:tenechia@bettyslaw.com)

Type of examination: Cross Examination

Opposing lawyer: Philip Cho

Transcript due date: 19/06/2025

Additional information and/or special requests:

# **APPENDIX C**

**WHY CERTAIN FORMER BOARD MEMBERS OF HARRY  
SHERMAN CROWE CO-OPERATIVE SHOULD NOT BE RE-  
ELECTED OR CONSIDERED FOR FUTURE ELECTION**

**Presented to Members of the Co-op**

**Based on Evidence from the Receiver and CFDI  
Investigation**

**Subject to Submission in Court Proceedings**

**This document outlines serious concerns regarding the  
past actions and decisions of certain former Board  
members at Harry Sherman Crowe Co-operative. The  
findings, which are currently being reviewed in an  
ongoing investigation, expose:**

**Over \$330,000 paid to Sinai Plumbing Inc., whose director was/is a resident of the Co-op — while essential services like hydro, gas, and property taxes went unpaid.**

- Inappropriate unit allocation practices, including circumvention of the City's RGI waitlist and undocumented internal transfers.**
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- Evidence of favoritism in unit renovations, with select board members' units receiving significantly upgraded finishes.**
- Unapproved and unsupported expenditures, including a \$1,000 "donation" from Co-op funds to a Board member.**
- Missing or unsigned Board minutes, and an overall lack of financial accountability.**

**These actions have undermined the integrity, transparency, and financial stability of the Co-op. They raise serious questions of mismanagement, preferential treatment, and possible misuse of Co-op resources.**

**The information presented here is not speculative — it is based on detailed findings reported by CFDI and included in the Receiver's May 1, 2025, Motion Record to the courts. We urge all Co-op members to review the facts carefully and to consider whether those responsible for these decisions should be entrusted again with leadership or fiduciary duties.**

**Let accountability lead the way.**

**Say no to the re-election of former Board members implicated in these findings.**

### **SUMMARY OF CFDI FINDINGS**

**The Receiver believes it important that the Court be advised of certain issues identified by CFDI. The summary of findings of CFDI will be reported in the following manner**

**The Co-op paid certain invoices of the general contractor, Sinai Plumbing Inc., totaling approximately \$330,000.00.**

**the Receiver is attending to, and continues to attend to, the required unit repairs**

**The Receiver understands that the renovations were completed by Sinai Plumbing Inc. CFDI reports that the residents of Unit 515 appear to be affiliated with Sinai Plumbing Inc. Patrick Baker, the sole director and officer of Sinai Plumbing, is described in Co-op documentation as a resident of Unit 515**

**(see documents #21 and #22 in Appendix “M”)**

**September 2021 Board meeting (at a time when the Co-op was insolvent), the meeting minutes indicate that the Board decided to hold back payments to service contractors in order to service the Co-op’s debt. At that time utility payments (e.g. hydro, gas, water and property taxes) were not being made.**

**BUT PAID \$330,000.00 TO SINAI PLUMBING**

**Inappropriate Allocation of Units and Related Record Keeping;  
b) Renovation of Certain Selected Units**

**Inappropriate Allocation of Units and Related Record Keeping**

**Based on CFDI's review and reconciliation of records and occupancy status of units, the former Board did not appear to maintain complete documentation.**

**The records themselves, including from 2020 onwards, are deficient.**

**The former Board, it appears, to the Receiver, that the former Board may have been assigning units to new members of the Co-op through the use of internal transfers (despite the fact that they were new members and not members transferring out of one unit and into another unit), thereby circumventing the City's waiting list and RGI priority for residency**

**Examples of Inappropriate Allocation of Units and Related Record Keeping Issues, with underlying documentation found in Appendix "K1".**

**AC5 appears to have obtained residency in Unit 512 without appropriate supporting documentation on file, Shamieka Rose wrote "thank you for accepting the offer and look forward in [sic] move-in date Unit 512 July 1, 2022**

**Ms. Kerr approved a transfer of Unit 313 from market rent to RGI. These notes are enclosed as document #18**

**However, the City had written to the Co-Op, to Ms. Kerr's attention, advising that the designation of Unit 313 to RGI was unauthorized and should be returned to Market Rent. A copy of this letter dated November 18, 2020 is attached as Appendix "L1". 27. These notes also indicated that: a) Unit 509: "Rosell wants to give the unit to her friend"; b) Unit 312: "Rosell wants to give the unit to her relative."**

**Renovation of 30 Selected Units. The Receiver notes a significant disparity in the condition of certain units in the Coop. The disparity appears to favour certain members of the former Board. The renovated Units appear to have higher quality of finishes than other units**

**The Receiver has included, as document #20 in Appendix "M", a copy of inspection reports prepared by CFDI for the fully renovated units, containing photographs of the units' interior.**

**Indication that \$1,000.00 in Co-op funds may have been “donated” to Ms. Kerr in relation to the passing of her brother “as condolences for her beloved brother on behalf of the board of directors”. The email thread includes an email from Lessley Manso, on behalf of the Board of Directors, indicating that something similar was done for another Co-op member in the past. Ms. Manso also requested that management pay for a fruit basket to be delivered to Ms. Kerr. A copy of this email is included as document #27, Appendix “N”: Additional Documentation.**

**FOR MORE DETAIL AND ISSUES MENTIONED ABOVE AND  
MORE READ**

**Motion Record of the Receiver dated May 1, 2025  
pages 27- onwards- read to your hearts content**

**Rosell Kerr motion requesting payment of over \$30,000 for Betty Law after thousands were already disbursed in legal fees**

**Document affidavit of Rosell Kerr sworn May 12, 2025**

**List of fees already paid to Betty Law, being disputed, can be found on Responding factum of the Receiver May 28, 2025**

**Unapproved Board Minutes** – Minutes of the Board of Directors meetings were reviewed and it was revealed that they were not signed.

**Unsupported Co-op Expenditures** – All the Co-op's expenditures must have support in the form of an invoice/bill attached to a cheque requisition which is to be signed/initialed by a Board member with authority to do so.

### **The Co-op Incurred Significant In-Year Deficits**

[Application Record of the City of Toronto dated November 10, 2022](#) PAGE 70-71