

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N :

MARSHALLZEHR GROUP INC.

Applicant

- and -

FERNWOOD DEVELOPMENTS (ONTARIO) CORPORATION

Respondent

APPLICATION UNDER SECTION 243(1) of the *BANKRUPTCY AND INSOLVENCY ACT*,  
R.S.C. 1985, C. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE*  
*ACT*, R.S.O. 1990 C.C43, AS AMENDED

**FACTUM OF SIMCOE STANDARD CONDOMINIUM CORPORATION NO. 420**

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Corporation No. 420**

**TO: THE SERVICE LIST**

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## **PART I - OVERVIEW**

1. Simcoe Standard Condominium Corporation No. 420 (the “Condominium”) was developed by the Respondent, Fernwood Developments (Ontario) Corporation (“Fernwood”). Fernwood continues to own 26 units in the Condominium (the “Fernwood Units”). Fernwood owes the Condominium over \$76,000 in unpaid common expenses (the “Fernwood Arrears”) plus interest and costs.

2. Section 87 of the *Condominium Act* (the “Rent Seizure Right”) provides that

If an owner who has leased a unit defaults in the obligation to contribute to the common expenses payable for the owner’s unit, the corporation may, by written notice to the lessee, require the lessee to pay to the corporation the lesser of the amount of the default and the amount of the rent due under the lease.

3. Absent a stay of its Rent Seizure Right, the Condominium, in priority to other secured creditors per *Condominium Act* s. 87(5), can require tenants in the Fernwood Units to pay rents to the Condominium on account of the Fernwood Arrears.

4. Fernwood is insolvent, in bankruptcy and in receivership. The Receiver for Fernwood seeks a declaration that the stays in the receivership and bankruptcy prevent the Condominium from exercising the Rent Seizure Right. In response, the Condominium seeks a declaration that the bankruptcy stay does not apply to the Rent Seizure Right and that the receivership stay should be lifted.

5. Section 87 of the *Condominium Act* gives the Condominium rights against the rents due to Fernwood that amount to a charge or lien. Therefore, the Condominium is a secured creditor vis-a-vis the Rent Seizure Right and the bankruptcy stay does not apply. The court should not, through a receivership stay, deprive the Condominium of its right to obtain legislatively authorized priority over other creditors. The receivership stay should be lifted to the extent necessary to preserve the Condominium’s rights.

## **PART II - FACTS**

6. The Condominium is a development of stacked townhouses in Barrie, Ontario. The Condominium was developed by the Respondent, Fernwood Developments (Ontario) Corporation (“Fernwood”).<sup>1</sup>

7. Fernwood was unable to sell, or decided not to sell, many of the units in the Condominium and continues to own 26 of the 62 units in the Condominium. The Fernwood Units should collectively pay 42% of the common expenses of the Condominium.<sup>2</sup>

8. Like all condominiums in Ontario, the Condominium has costs and expenses that it must pay. All unit owners in the Condominium enjoy the benefit of these expenses. All unit owners are supposed to pay their proportionate share of these “common expenses”.<sup>3</sup>

9. Fernwood has failed to pay its share of the common expenses. At present, arrears of \$76,815 plus interest and costs are owing by Fernwood. The Fernwood Arrears cover the period from December 2018 to November 2019 for 25 of the Fernwood Units and from December 2018 to February 2020 for one of the Fernwood Units.<sup>4</sup>

10. The Condominium is an involuntary creditor of Fernwood. The Condominium had to incur the common expenses whether or not Fernwood paid its share of those expenses as required by the *Condominium Act*. Because of the nature of condominium living and the legal structure of condominiums, it is not possible for the Condominium to deprive the Fernwood Units of the benefit of services paid by common expenses when Fernwood was delinquent in fulfilling its obligation to pay for that benefit.<sup>5</sup>

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<sup>1</sup> Affidavit of Deanna Fudge, para. 1, Responding Motion Record, Tab 1, pg. 1

<sup>2</sup> Affidavit of Deanna Fudge, para. 3, Responding Motion Record, Tab 1, pg. 1

<sup>3</sup> Affidavit of Deanna Fudge, para. 4, Responding Motion Record, Tab 1, pg. 2

<sup>4</sup> Affidavit of Deanna Fudge, para. 5 and 6, Responding Motion Record, Tab 1, pg. 2

<sup>5</sup> Affidavit of Deanna Fudge, para. 9 and 10, Responding Motion Record, Tab 1, pg. 3

11. Fernwood does not use or occupy any of the Fernwood Units. Most of the Fernwood Units are leased to third parties. The *Act* gives condominiums a right to collect rental payments that would otherwise be due to unit owners when those unit owners fail to pay their share of common expenses (s. 87 of the *Act*). A condominium can deliver a letter to the tenant and then have the sums due from the tenant paid to the condominium. The Condominium exercised this right in mid October, by sending letters to the tenants of the Fernwood Units requiring them to pay rent to the Condominium's agent. Any rents collected in response to those letters have been paid over to the Receiver pending a decision by this Court about the Condominium's rights.<sup>6</sup>

12. The Fernwood Arrears cause great financial hardship for the Condominium. The Condominium is required by law to maintain a reserve fund to cover the costs of future repairs and maintenance. Because Fernwood has not paid its fair share to the Condominium, the Condominium has not been able to properly fund its reserve fund. The reserve fund is currently underfunded by just over \$91,000. If the Fernwood Arrears are not collected through use of the s.87 right, then there will have to be a special assessment levied on all Condominium unit owners. The practical effect of the special assessment would be that the other Condominium unit owners will be paying 58% of the Fernwood Arrears that should have been paid by Fernwood. (Fernwood would be responsible to pay 42% of the special assessment.).<sup>7</sup> Marshallzehr, a commercial lender to Fernwood, is the party that will receive the benefit of Fernwood's avoidance of its common expense obligations.<sup>8</sup>

### **PART III - CONDOMINIUM IS A SECURED CREDITOR IN BANKRUPTCY**

13. The common expenses fund is the central financial mechanism of the corporation and the duty of contributing to it is the central mechanism to achieve financial fairness among the owners. The court should give a broad interpretation to sections 85 and 87 of the *Condominium Act* because these sections are tools to ensure equity amongst the condominium unit owners.<sup>9</sup>

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<sup>6</sup> Affidavit of Deanna Fudge, para. 11 to 14, Responding Motion Record, Tab 1, pg. 3

<sup>7</sup> Affidavit of Deanna Fudge, para. 15, Responding Motion Record, Tab 1, pg. 4

<sup>8</sup> Affidavit of Deanna Fudge, para. 17, Responding Motion Record, Tab 1, pg. 4

<sup>9</sup> *York Condominium Corp. No. 482 v. Christiansen* (2003), 7 R.P.R. (4th) 139, 64 O.R. (3d) 65, 2003 CarswellOnt 6533, [2003] O.T.C. 76 (Ont. S.C.J.) at paras 5 and 7. [2003 CanLII 11152](#)

14. The relevant sections of Section 87 of the *Condominium Act* read:

**Default with respect to leased unit**

**87** (1) If an owner who has leased a unit defaults in the obligation to contribute to the common expenses payable for the owner's unit, the corporation may, by written notice to the lessee, require the lessee to pay to the corporation the lesser of the amount of the default and the amount of the rent due under the lease.

....

**Rent paid to corporation**

(5) Upon receiving a notice under subsection (1), the lessee shall make the required payment to the corporation even if an encumbrancer of the unit has acquired the right of the lessor to receive rent under the lease.

**No default in lease**

(6) The payment to the corporation shall constitute payment towards rent under the lease and the lessee shall not by reason only of the payment to the corporation be considered to be in default of an obligation in the lease.

15. The Receiver's Factum repeatedly refers to "similarly situated creditors" (paras 51, 52, and 58) and assumes that the Condominium is just another unsecured creditor suffering "commercial realities". The Condominium was not in a commercial relationship with Fernwood. The Condominium is a creature of statute to facilitate a regime of land ownership "quite unlike anything at common law".<sup>10</sup> As such, the Condominium has the special rights, including the Rent Seizure Right, not enjoyed by so-called "similarly situated creditors". The issue in this case is whether the special Rent Seizure Right is a secured interest for the purposes of the *Bankruptcy and Insolvency Act* ("BIA").

16. Section 69.3(1) of the BIA prohibits unsecured creditors from taking any action against the bankrupt or its property (the "Bankruptcy Stay"). However, s. 69.3(2) provides that secured creditors are not prevented from dealing with their security despite the Bankruptcy Stay.<sup>11</sup>

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<sup>10</sup> *York Condominium Corp. No. 482 v. Christiansen* (2003), 7 R.P.R. (4th) 139, 64 O.R. (3d) 65, 2003 CarswellOnt 6533, [2003] O.T.C. 76 (Ont. S.C.J.) at para 5. [2003 CanLII 11152](#)

<sup>11</sup> *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("BIA"), s.69.3

17. A secured creditor under the BIA includes “a person holding a ... charge or lien on or against the property of the debtor”.<sup>12</sup> The term “secured creditor” has a much wider meaning under the BIA than that ordinarily understood in Ontario law.<sup>13</sup>

18. The BIA defers to provincial law for the creation of secured claims. Provincial legislation can create liens, charges, trusts and interests that are enforceable despite the BIA. If a creditor enjoys the benefit of a provincial lien or charge, then it is a secured creditor for the purposes of the BIA and is not subject to the Bankruptcy Stay. Examples of liens and charges contained in provincial statutes that are enforceable as secured creditor claims in a bankruptcy are construction lien rights, a credit union’s lien, and a forestry worker’s lien.<sup>14</sup> As discussed below, the Rent Seizure Right is another such provincial lien or charge.

19. The doctrine of paramountcy does not prevent a provincial statute from granting security or trust rights to creditors, which rights are enforceable as secured creditor rights or trust rights in the context of the BIA. If a provincially created statutory trust or lien satisfies the general principles regarding trusts or secured creditor rights, then the trust or lien will preserve assets for the benefit of the creditors benefitting from those statutory rights, and thereby prevent distribution of the affected assets to ordinary creditors.<sup>15</sup> To accept the arguments made about

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<sup>12</sup> BIA, s.2

<sup>13</sup> *Re Sara*, (1985), 56 C.B.R. (N.S.) 282 (Ont. S.C.) at para 17 quoting the *Commercial Textiles* case. [Sara, Re Birch \(Trustee of\) v. Lacasse Enterprises Inc.](#) (1991), 4 C.B.R. (3d) 256, 2 O.R. (3d) 465 (Ont. Gen. Div.) at para 22 [1991 CanLII 7152](#)

<sup>14</sup> L.W. Houlden, Geoffrey B. Morawetz and Janis P. Sarra, *Bankruptcy and Insolvency Law of Canada*, 4th Ed., Carswell, 2009, G§59 – Who is a Secured Creditor [https://nextcanada.westlaw.com/Document/I10b717dd65b763f0e0440003ba0d6c6d/View/FullText.html?originationContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Category\)&nortId=I5d0022a1f8f71c55e0540021280d7cce](https://nextcanada.westlaw.com/Document/I10b717dd65b763f0e0440003ba0d6c6d/View/FullText.html?originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Category)&nortId=I5d0022a1f8f71c55e0540021280d7cce)  
*Re Panver Construction Ltd. (Trustee of)*, 62 C.B.R. (N.S.) 222, 23 C.L.R. 233, 57 O.R. (2d) 758, (sub nom. *Panver Construction Ltd., Re*) 34 D.L.R. (4th) 316, 1987 CarswellOnt 149 (Ont. S.C.) [1987 CanLII 4431](#)

<sup>15</sup>*The Guarantee Company of North America v. Royal Bank of Canada*, 2019 ONCA 9, 144 O.R. (3d) 225 at paras 3 and 27-43, especially 41 and 43. [2019 ONCA 9 \(CanLII\)](#)

**NB** Cases regarding Crown claims must be read carefully because the BIA has specific provisions regarding the priority of Crown claims. The result in Crown claim cases is often determined by reference to the sections of the BIA regarding priority of Crown claims. See *Deputy Minister of Revenue v. Raimville*, 1979 CanLII 2 (SCC), [1980] 1 S.C.R. 35 at para 17. Needless to say, there is no section of the BIA dealing with condominium corporation claims. [1979 CanLII 2](#)

paramountcy in the Receiver's factum would be to accept that all provincial legislation creating liens, charges and trusts is inoperative after bankruptcy, a proposition that cannot be seriously entertained.

20. A charge is "an encumbrance, lien, or claim; a burden or load".<sup>16</sup> To charge property is to "to impose a burden, duty, or obligation; to create a claim against property".<sup>17</sup> A lien is "any charge of a payment of debt or duty upon either real or personal property".<sup>18</sup> Section 87 of the *Condominium Act* grants to condominiums a claim against rents payable to unit owners. This is a charge and lien against those rents to secure the payment of common expenses by the unit owners.

21. In order to determine whether a right over property constitutes a charge for the purposes of the BIA secured creditor definition, the courts distinguish between rights against property intended to be "as valid and as binding upon the company as if made by formal instrument" (which are secured creditor rights) and "words to facilitate process or execution" (which fall within "executions or other process against the property of a bankrupt" and are not secured claims).<sup>19</sup>

22. The *Condominium Act* provides for two distinct charges if a unit owner defaults in payment of common expenses. The first is provided for in sections 85 and 86 of the *Condominium Act* and is akin to a mortgage. The second, the Rent Seizure Right, is provided for in s. 87 of the *Condominium Act* and is akin to an Assignment of Rents.

23. The Rent Seizure Right has the characteristics of a secured claim – it secures a specific debt (common expense obligations), it attaches to specifically identifiable property (rents in the condominium itself), it is subject to priority rules (contained in s.87(5)), and it is capable of being

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<sup>16</sup> *Black's Law Dictionary*

<sup>17</sup> *Black's Law Dictionary*

<sup>18</sup> *Chassey v. May (No. 2)*, [(1925)], 35 B.C.R. 113 [(C.A.) at para 5 to 7. [1925 CanLII 599](#)

<sup>19</sup> *Re Little Tree Farm Ltd.*, (1997), 45 C.B.R. (3d) 149 (Ont. Bkcty.) at para 22 and 23. [1997 CanLII 12402](#) see also *Re Tots & Teens of Sault Ste. Marie Ltd.*, (1975), 11 O.R. (2d) 103, (sub nom. *Re Tots & Teens Sault Ste. Marie Ltd. and McFarland; Lang v. Sprackman*) 21 C.B.R. (N.S.) 1, 65 D.L.R. (3d) 53 (S.C.) [1975 CanLII 535](#)



enforced by the creditor unilaterally upon default (by giving notice to the tenants and owner). The exercise of the Condominium's Rent Seizure Right parallels exactly the rights and enforcement procedures available to a creditor secured by an Assignment of Rents. As has been said by this Court previously: "The whole section is considerably more elaborate and detailed than a simple garnishment section would need to be."<sup>20</sup>

24. Because the Rent Seizure Right is a charge or lien against rents securing the Fernwood Arrears, the Condominium is a secured creditor for the purposes of the BIA. Exercise of the Rent Seizure Right is, pursuant to BIA s. 69.3(2), not stayed by the BIA.

#### **PART IV - RECEIVERSHIP SHOULD PRESERVE CREDITOR RIGHTS TO PRIORITY**

25. When appointing a receiver, the Court should ensure that the terms of the Receivership Order are "just".<sup>21</sup>

26. A receivership order should not alter the relative priority of parties, nor should it prevent a creditor from taking any necessary steps to crystallize its rights to priority.<sup>22</sup> To the extent that the Receivership Order prevents the Condominium from exercising its Rent Seizure Right, the terms of that Order are unjust. The Court should not allow its Receivership Order to be used by Marshallzehr to avoid the priority claim provided to the Condominium by s. 87 of the *Condominium Act*.

27. It is just that the stay in the Receivership Order be lifted to the extent necessary to allow the Condominium to preserve and exercise its Rent Seizure Right.

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<sup>20</sup> *Metropolitan Toronto Condominium Corp. No. 1175 v. Irving A. Burton Ltd.*, 1999 CarswellOnt 1739, 25 R.P.R. (3d) 268 (Ont. S.C.J.) at para 16. [Metropolitan Toronto Condominium Corp. No. 1175 v. Irving A. Burton Ltd.](#)

<sup>21</sup> *Courts of Justice Act*, s. 101.

<sup>22</sup> *Toronto Dominion Bank v. Usarco Ltd.* (1991), 42 E.T.R. 235, 1991 CarswellOnt 540 (Ont. Gen. Div.). [Toronto Dominion Bank v. Usarco Ltd.](#)

**PART V - ORDER REQUESTED**

28. Simcoe Standard Condominium Corporation No. 420 seeks an order
- (a) declaring that it is a secured creditor under the *Bankruptcy and Insolvency Act* when exercising its rights under s. 87 of the *Condominium Act*,
  - (b) varying the order of Justice Hainey dated February 12, 2020, by lifting the stay contained in paragraphs 9 and 10 of that order on such terms as are just, and
  - (c) for the costs of these motions.

ALL OF WHICH IS RESPECTFULLY SUBMITTED on November 25, 2020.



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Chris E. Reed  
Laishley Reed LLP

as agent for HodisLaw  
Lawyers for the Condominium

**SCHEDULE A  
LIST OF AUTHORITIES**

1. *York Condominium Corp. No. 482 v. Christiansen* (2003), 7 R.P.R. (4th) 139, 64 O.R. (3d) 65, 2003 CarswellOnt 6533, [2003] O.T.C. 76 (Ont. S.C.J.)

[2003 CanLII 11152 \(ON SC\) | York Condominium Corporation No. 482 v. Christiansen | CanLII](#)

2. *Re Sara*, (1985), 56 C.B.R. (N.S.) 282 (Ont. S.C.)

[Sara, Re](#)

3. *Birch (Trustee of) v. Lacasse Enterprises Inc.* (1991), 4 C.B.R. (3d) 256, 2 O.R. (3d) 465 (Ont. Gen. Div.)

[1991 CanLII 7152 \(ON SC\) | Birch \(in trust\) v. Lacasse Enterprises Inc. \(Gen. Div.\) | CanLII](#)

4. L.W. Houlden, Geoffrey B. Morawetz and Janis P. Sarra, *Bankruptcy and Insolvency Law of Canada*, 4th Ed., Carswell, 2009, G§59 – Who is a Secured Creditor

[https://nextcanada.westlaw.com/Document/I10b717dd65b763f0e0440003ba0d6c6d/View/FullText.html?originationContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Category\)&nortId=I5d0022a1f8f71c55e0540021280d7cce](https://nextcanada.westlaw.com/Document/I10b717dd65b763f0e0440003ba0d6c6d/View/FullText.html?originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Category)&nortId=I5d0022a1f8f71c55e0540021280d7cce)

5. *Panver Construction Ltd. (Trustee of), Re*, 62 C.B.R. (N.S.) 222, 23 C.L.R. 233, 57 O.R. (2d) 758, (sub nom. *Panver Construction Ltd., Re*) 34 D.L.R. (4th) 316, 1987 CarswellOnt 149 (Ont. S.C.)

[1987 CanLII 4431 \(ON SC\) | Re Panver Construction Ltd. | CanLII](#)

6. *The Guarantee Company of North America v. Royal Bank of Canada*, 2019 ONCA 9, 144 O.R. (3d) 225 at paras 3 and 27-43, especially 41 and 43

[2019 ONCA 9 \(CanLII\) | The Guarantee Company of North America v. Royal Bank of Canada | CanLII](#)

7. *Deputy Minister of Revenue v. Rainville*, 1979 CanLII 2 (SCC), [1980] 1 S.C.R. 35

[1979 CanLII 2 \(SCC\) | Deputy Minister of Rev. \(Que.\) v. Rainville | CanLII](#)

8. *Chassey v. May (No. 2)*, [(1925)], 35 B.C.R. 113 [(C.A.)]

[1925 CanLII 599 \(BC CA\) | Chassey v. May \(No. 2\) | CanLII](#)

9. *Little Tree Farm Ltd., Re* (1997), 45 C.B.R. (3d) 149 (Ont. Bkcty.)

[1997 CanLII 12402 \(ON SC\) | Little Tree Farm Ltd., Re | CanLII](#)

10. *Re Tots & Teens of Sault Ste. Marie Ltd.* (1975), 11 O.R. (2d) 103, (sub nom *Re Tots & Teens Sault Ste. Marie Ltd. and McFarland; Lang v. Sprackman*) 21 C.B.R. (N.S.) 1, 65 D.L.R. (3d) 53 (S.C.)

[1975 CanLII 535 \(ON SC\) | Re Tots and Teens Sault Ste. Marie Ltd. et al. | CanLII](#)

11. *Metropolitan Toronto Condominium Corp. No. 1175 v. Irving A. Burton Ltd.*, 1999 CarswellOnt 1739, 25 R.P.R. (3d) 268 (Ont. S.C.J.)

[Metropolitan Toronto Condominium Corp. No. 1175 v. Irving A. Burton Ltd.](#)

12. *Toronto Dominion Bank v. Usarco Ltd.* (1991), 42 E.T.R. 235, 1991 CarswellOnt 540 (Ont. Gen. Div.).

[Toronto Dominion Bank v. Usarco Ltd.](#)

## SCHEDULE B STATUTORY PROVISIONS

### BANKRUPTCY AND INSOLVENCY ACT PROVISIONS

- **2** In this Act, ...  
*secured creditor* means a person holding a mortgage, hypothec, pledge, charge or lien on or against the property of the debtor or any part of that property as security for a debt due or accruing due to the person from the debtor, or....
- **69.3 (1)** Subject to subsections (1.1) and (2) and sections 69.4 and 69.5, on the bankruptcy of any debtor, no creditor has any remedy against the debtor or the debtor's property, or shall commence or continue any action, execution or other proceedings, for the recovery of a claim provable in bankruptcy.  
**(1.1)** Subsection (1) ceases to apply in respect of a creditor on the day on which the trustee is discharged.  
**(2)** Subject to sections 79 and 127 to 135 and subsection 248(1), the bankruptcy of a debtor does not prevent a secured creditor from realizing or otherwise dealing with his or her security in the same manner as he or she would have been entitled to realize or deal with it if this section had not been passed, unless the court otherwise orders, but in so ordering the court shall not postpone the right of the secured creditor to realize or otherwise deal with his or her security, except as follows:
  - **(a)** in the case of a security for a debt that is due at the date the bankrupt became bankrupt or that becomes due not later than six months thereafter, that right shall not be postponed for more than six months from that date; and
  - **(b)** in the case of a security for a debt that does not become due until more than six months after the date the bankrupt became bankrupt, that right shall not be postponed for more than six months from that date, unless all instalments of interest that are more than six months in arrears are paid and all other defaults of more than six months standing are cured, and then only so long as no instalment of interest remains in arrears or defaults remain uncured for more than six months, but, in any event, not beyond the date at which the debt secured by the security becomes payable under the instrument or law creating the security.

## CONDOMINIUM ACT PROVISIONS

### **Lien upon default**

**85** (1) If an owner defaults in the obligation to contribute to the common expenses payable for the owner's unit, the corporation has a lien against the owner's unit and its appurtenant common interest for the unpaid amount together with all interest owing and all reasonable legal costs and reasonable expenses incurred by the corporation in connection with the collection or attempted collection of the unpaid amount.

### **Default with respect to leased unit**

**87** (1) If an owner who has leased a unit defaults in the obligation to contribute to the common expenses payable for the owner's unit, the corporation may, by written notice to the lessee, require the lessee to pay to the corporation the lesser of the amount of the default and the amount of the rent due under the lease.

....

### **Rent paid to corporation**

(5) Upon receiving a notice under subsection (1), the lessee shall make the required payment to the corporation even if an encumbrancer of the unit has acquired the right of the lessor to receive rent under the lease.

### **No default in lease**

(6) The payment to the corporation shall constitute payment towards rent under the lease and the lessee shall not by reason only of the payment to the corporation be considered to be in default of an obligation in the lease.

## COURTS OF JUSTICE ACT

**101** (1) In the Superior Court of Justice, an interlocutory injunction or mandatory order may be granted or a receiver or receiver and manager may be appointed by an interlocutory order, where it appears to a judge of the court to be just or convenient to do so.

(2) An order under subsection (1) may include such terms as are considered just.

MARSHALLZEHR GROUP INC.  
Applicant

and  
FERNWOOD DEVELOPMENTS  
(ONTARIO) CORPORATION  
Respondent

Court File No.: CV-20-635523-CL

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**FACTUM OF SIMCOE STANDARD  
CONDOMINIUM CORPORATION NO. 420**

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