



SUPERIOR COURT OF JUSTICE

**COUNSEL/ENDORSEMENT SLIP**

COURT FILE NO.: CV-25-00751438-00CL

DATE: September 19, 2025

NO. ON LIST: 1

TITLE OF PROCEEDING: NATIONAL BANK OF CANADA v. SUITOR

BEFORE: JUSTICE JANA STEELE

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**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant:**

Name of Person Appearing	Name of Party	Contact Info
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**For Defendant, Respondent:**

Name of Person Appearing	Name of Party	Contact Info
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**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info
Fred Tayar	Counsel for the Interim Receiver/Proposed Receiver	<a href="mailto:fred@fredtayar.com">fred@fredtayar.com</a>
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**ENDORSEMENT OF JUSTICE STEELE:**

- [1] The applicant, National Bank of Canada (“National Bank” or the “Bank”) seeks the appointment of a receiver over two mortgaged residential properties owned by Mr. Sutor, 2298 Fassel Avenue and 775

King Road in Burlington (collectively, the “Real Properties”). TDB had previously been appointed as interim receiver of the Respondent’s assets.

- [2] The Bank has a first-ranking security over the Real Properties.
- [3] Mr. Suitor resides in the King Property. The Fassel Property has historically been leased, but the units are currently vacant.
- [4] The parties advised the court that they had worked out a consent order, which is based on the Commercial List Model Order, with a few modifications. Among other things, the proposed Appointment Order provides, in para. 24, that Mr. Suitor may remain in the King Property until the earlier of the dismissal or withdrawal of the appeal that is currently pending from the bankruptcy order of March 25, 2025, in respect of Mr. Suitor, or April 1, 2026.
- [5] I am satisfied that it is just or convenient to appoint TDB as Receiver of the Real Property for the reasons set out at paras. 35 and 36 of the applicant’s factum. Among other things, the respondent is in default and the Bank has served formal demands and the Notice of Intention to Enforce Security under the BIA (which have expired). The loans have not been repaid. The security in this case provides for the appointment of a receiver. In such case, the remedy of the appointment of a receiver is not extraordinary, but contractual.
- [6] Upon issuance of my Order dated September 19, 2025 (the “Appointment Order”), as agreed by the parties, Suitor and TDB and National Bank will in good faith seek to work out an agreement to determine if any funds in the Suitor estate may be paid to National Bank in respect of the arrears outstanding to National Bank as of the date of the Appointment Order relating to the King and/or Fassel properties. If no such agreement is reached by October 22, 2025, National Bank and/or Suitor will be at liberty to move before the Court for the release of funds to National Bank on account of arrears. This agreement pertains to outstanding arrears and not Mr. Suitor’s going-forward payment obligations to National Bank.
- [7] Appointment Order attached.

A handwritten signature in blue ink, appearing to be "J. H. H.", is located at the bottom right of the page.