CITATION: Elkins v. Van Wissen, 2022 ONSC 2060
DIVISIONAL COURT FILE NO. 576/20
LANDLORD AND TENANT BOARD FILE NO. CET-83927-19
DATE: 20220413

ONTARIO
SUPERIOR COURT OF JUSTICE
DIVISIONAL COURT

F.B. Fitzpatrick, S.T. Bale and Kristjanson JJ.

IN THE MATTER OF:
2519 EMBLETON ROAD, BRAMPTON,
ONTARIO, L6Y OE8

MARILYN ELKINS, formerly MARILYN FRASER, and JOSEPH FRASER Appellants	*M. Elkins* and *J. Fraser*, self-represented
- and -	
GRACE VAN WISSEN, JOHN VAN WISSEN, MARGARET VAN WISSEN, EMBLETON HOMES INC., PARAMJIT SINGH CHAHAL, SURINDERPAL SINGH KOHLI, MALWINDER SAINI, EMBLETON HOMES and SUKHWINDER SINGH Respondents	*A. Dos Reis*, for the respondents Grace Van Wissen, John Van Wissen and Margaret Van Wissen *H. Kaur*, for the respondents Paramit Singh Chahal, Surinderpal Singh Kohli, Malwinder Saini, Embleton Homes and Sukhwinder Singh
	HEARD: October 21, 2021 at Brampton, by video conference, with further submissions in writing

F. B. Fitzpatrick J.

[1] This is a statutory appeal of a decision of the Landlord and Tenant Board ("LTB") by Member Randy Aulbrook dated March 19, 2020. For the following reasons, I would dismiss the appeal.

Background

[2] Marilyn Elkins and Joseph Fraser (the "Appellants") were tenants of a single-family residential property in Brampton. They had rented the residence since 2012. On March 6, 2018, the Respondent landlords, Grace Van Wissen, John Van Wissen and Margaret Van Wissen (the "Sellers"), sold the residence to the Respondents Surinder Singh Kohli and Paramjit Singh Chahal

(the "Purchasers") who stated that they intended to move into the property and required vacant possession. The sale was scheduled to close on June 1, 2018.

[3] The Agreement of Purchase and Sale ("APS") contained a clause requiring the sellers to give vacant possession of the property:

> The Seller agrees when this Agreement becomes unconditional, to give to the tenant(s) the requisite notices under the Residential Tenancies Act, requiring vacant possession, effective as of May 31, 2018, for use by the Purchaser's family, and the seller agrees to deliver copies of the requisite notices to the Buyer immediately after service of the notices upon the tenant. The Buyer agrees that if the tenant has not vacated by the completion date, the Buyer will agree to extend the completion date until vacant possession can be granted.

[4] The Agreement also contained a substitute purchasers' clause:

> The Seller(s) agrees to allow the Purchaser(s) to add or remove one or more names as a Purchaser to this transaction through an amendment of agreement of purchase and sale and/or direction regarding title at any time on or before closing provided any buyer is not released from liability under this agreement. Seller further agrees to execute all documents that may be required to do so.

[5] On March 7, 2018, the Sellers served the Appellants with a Form N12 "Notice to End Tenancy" under the *Residential Tenancies Act* 2006 ("RTA"). Section 49(1) of the RTA permits a landlord to serve an N12 notice where:

> 49 (1) A landlord of a residential complex that contains no more than three residential units who has entered into an agreement of purchase and sale of the residential complex may, on behalf of the purchaser, give the tenant of a unit in the residential complex a notice terminating the tenancy, if the purchaser in good faith requires possession of the residential complex or the unit for the purpose of residential occupation by,
>
> (a) the purchaser;
>
> (b) the purchaser's spouse;
>
> (c) a child or parent of the purchaser or the purchaser's spouse.

[6] The N12 gave a move-out date of May 31, 2018, consistent with the requirement in RTA s. 49(3) that the date for termination be at least 60 days after the notice is given. The N12 provided that the Purchasers intended to move into the residence.

[7] On May 22, 2018, almost 11 weeks after the N12 was served and 10 days before closing, the Sellers were notified by the Purchasers' lawyer that title to the residence would be taken by a corporation, Embleton Homes, Inc. The directors of this corporation are the Purchasers as well as the Respondents Malwinder Saini, and Sukhwinder Singh.

[8] The Appellants moved out of the Premises on June 8, 2018. Nine months later they filed three LTB applications, which were the subject of the decision below, First, the Appellants filed a T5 application (Landlord gave a Notice of Termination in Bad Faith) alleging that the Sellers/landlords gave a notice of termination under section 49 of the RTA (the N12 Notice) in bad faith. Second, the Appellants filed a T2 application (Application about Tenant Rights), alleging that the Sellers had substantially interfered with the Appellants' reasonable enjoyment of

the Premises and harassed, coerced, obstructed, threatened or interfered with the Appellants. Third, the Appellants filed a TI application (Tenant Application for a Rebate of Money the Landlord Owes) seeking, from the Sellers, $136.78 for interest on the Appellants' last month's rent deposit and $750.00 from the Purchasers for selling the Appellants' personal property, a treadmill and a pedestal tub.

[9] The Purchasers renovated the residence after the Tenants moved out. During the renovations, the residence was vacant. Towards the end of 2018, the son of one of the Purchasers, Mr. Kohli, moved into the unit. He resided in the residence for about 25 days.

Jurisdiction and Standard of Review

[10] The Divisional Court has jurisdiction to hear this appeal under s. 210(1) of the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17 ("RTA"). A party to an order issued by the Board may appeal to this court, but only on a question of law. The appeal is subject to appellate standards of review established in *Housen v. Nikolaisen*, 2002 SCC 33: *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65, at para. 37. The standard of review on a question of law is correctness.

[11] The factors that inform the content of the duty of procedural fairness in a particular case include: (1) the nature of the decision being made and the process followed in making it; (2) the nature of the statutory scheme; (3) the importance of the decision to the individual or individuals affected; (4) the legitimate expectations of the person challenging the decision; and (5) the choices of procedure made by the administrative decision-maker itself: *Baker v. Canada (Minister of Citizenship and Immigration)*, 1999 CanLII 699 (SCC), [1999] 2 SCR 817, at paras. 21-27.

Decision Below

[12] In his decision, the Member dismissed the T5 and T2 applications. The Member allowed the T1 application in part and ordered the Appellants be paid $136.78 as interest on their deposit of last month's rent. The Appellants take no issue with the decision on the T1 application.

[13] The Member found that the Tenants had not established bad faith by the Sellers/landlords. The Member accepted that the Sellers/landlords served the N12 based upon the provisions of the APS requiring vacant possession of the rental unit for residential use by a family member of the Purchasers' family. He found that the even though the Purchaser's son did not immediately take possession or continue to live in the rental unit, that did not mean that the N12 Notice, when it was served, was given by the Sellers/landlords in bad faith. He relied on the landlord's evidence that when the landlords served the N12 notice, there was no reason to disbelieve the Purchasers' stated intention for use of the unit.

[14] In dismissing the T2 application, the Member found the issue had been raised or could have been raised at a prior application made by the Appellants. The Member found that the doctrine of *res judicata* and cause of action estoppel applied to bar the Appellants' claim.

Issues on Appeal

[15] The following issues are raised on this appeal:

1. Did the LTB err in law in finding that the landlord did not issue the N12 notice in bad faith?

2. Did the LTB err in law in dismissing the T2 application on the grounds of issue estoppel and that the claims were *res judicata*?

3. Were the Appellants denied procedural fairness at the LTB hearing?

[16] During oral argument, the panel was concerned that the Appellants had raised a new issue that was not contained in their amended Notice of Appeal. The issue related to the Members' interpretation of the provisions of section 57(1)(b) of the RTA and the applicable timelines to be considered in an analysis of whether a landlord is acting in bad faith. The parties were invited to make further written submissions on that narrow issue. In addition, the Purchasers, who to that point in the hearing had not filed any written material or made submissions, were invited to make written submissions on the point. Both the Appellants and the Sellers did file written submissions. The point is dealt with below.

Positions of the Parties

[17] The Appellants were self-represented.

[18] The only relief claimed in their amended Notice of Appeal was a request to set aside the decision and for monetary relief. In their factum, the Appellants expanded the relief requested and sought the following orders:

- the order of the Member dated March 19, 2020, be set aside in its entirety and that the Tenants' T2 and T5 applications be re-heard on the merits and evidence, with the T1 decision to be affirmed;
- the doctrines of *Res Judicata* and Cause of Action Estoppel be struck down; that the characterization of the applications as frivolous and vexatious and that the Tenants displayed unreasonable conduct by bringing frivolous and vexatious applications forward be struck down;
- a finding that the Tenants were denied the tenets of natural justice and that their rights, as guaranteed by the *Canadian Charter of Rights and Freedoms* and the *Human Rights Code* were violated;
- a finding that providing false information or half-truths to the LTB is an offence under the RTA;
- a judgment of $11,107.31, plus costs and disbursements, legal fees for the LTB hearing equivalent to the amount claimed by opposing counsel for the injustices, and punitive damages (as the court determines to be just) be granted to the Tenants, including a difference in monthly rent, moving and storage expenses, payments for threats, obstruction and interference by the Sellers or their agents.

[19] At the hearing, Ms. Elkins made adroit and effective use of Caselines during her presentation. Her submissions were wide-ranging. She provided the court with a 55-page document entitled "oral speech" which went beyond the scope of the issues raised in her factum. She read the speech out during the time allotted to the Appellants to make oral submissions.

[20] The Sellers take the position the Notice of Appeal does not raise any questions of law. Rather, the Appellants have asserted what at best are questions of fact or mixed fact and law and this court lacks the jurisdiction under section 210(1) of the RTA to consider any of the issues raised by the Appellants.

Issue 1: The T5 Decision

[21] The issue is whether the Member erred in law in dismissing the Appellants' T5 claim on the ground that they had failed to establish that the Sellers issued the N12 notice in bad faith.

[22] The Member articulated and applied the three-part test set out in s. 57(1)(b) of the RTA. He held that the Tenant must establish all three of the following on a balance of probabilities:

> First, that the landlord gave a notice of termination under section 49 of the RTA (the N12 notice) in bad faith;
>
> Second, that the Tenants vacated the rental unit as a result of the (N12) notice or a Board order based on the (N12) notice;
>
> Third, that the Purchaser did not move into the rental unit within a reasonable time after the Tenants vacated.

[23] The Member held that the first part of the test under s. 57(1)(b) requires a consideration of the landlord's intention when the N12 is given. The change of purchasers under the APS and the title direction took place well after the N12 was given.

[24] The Sellers argue that the Appellants have not raised a question of law on the T5 issue. Rather, at best, what the Appellants argue are mixed questions of fact and law. Further, whatever the intention of the Purchasers, the inquiry under section 57(1)(b) of the RTA was the intention of the Sellers acting as the landlord under the RTA. When the N12 was provided to the Appellants, the Sellers had an APS for the property with people rather than a corporation. The APS had a clause requiring vacant possession so the Purchasers' family could move in. There was no evidence before the LTB that the Sellers had colluded or were acting on information that would have allowed a finding of bad faith to be made against them when they issued the N12. Their evidence was that at the time of service, they had no reason to disbelieve the Purchasers' stated intention that vacant possession was required for a family member to occupy the rental unit.

[25] The Appellants argue that the N12 was given in bad faith, as title to the residence was ultimately placed in the name of a corporation, and a corporation cannot personally occupy residential premises. Also, after closing, and after the Appellants vacated the residence, it remained vacant for five months. It was then only occupied for a short time by a relative of one of the directors of the corporate owners. Also, the evidence shows that the Purchasers desired to obtain income from the property. The Appellants submit this permits an inference to be drawn that there was never a genuine intention by the Purchasers to occupy the residence. The Appellants argue the Member ignored the evidence about how the title to the property came to be in the name of a corporation, and that the Purchasers were vague about their intentions for the use of the residence and ultimately what happened to the property. The Appellants assert these facts should have caused the Member to infer that the N12 was given in bad faith.

[26] I do not agree with the Appellants' argument that the failure of the Board to infer bad faith amounted to an error of law. An appellate court is prohibited from reviewing a lower court or

tribunal finding of fact if there was some evidence upon which the decision-maker could have relied to reach that conclusion: *Housen v. Nikolaisen,* 2002 SCC 33, at para. 1. This principle extends to inferences of fact: *General Motors v. Johnson,* 2013 ONCA 502, at para. 51. In declining to make the inferences urged by the Appellants, the Member wrote that he had considered all the evidence. There was evidence upon which he could make the finding that he did.

[27] The Appellants also argue that the Member erred in law in restricting his consideration of bad faith to the Seller's knowledge at the time the notice of termination was given. In support of that argument, Ms. Elkins cited an LTB case - *File No. TST-94914-18,* 2019 LNONLTB 592 – in which the Board held that the landlord's duty of good faith extends beyond the time the notice of termination is served. This was the additional issue referred to earlier upon which the parties were invited to make written submissions. Contrary to the submissions of the Respondents, this was not an issue of the panel "going in search of a wrong to right". It was a circumstance of being alive to an issue raised during the submissions of self-represented individuals and following that issue to a place where logic dictated. *TST-94914-18* was not referred to at the Board hearing in the present case – it was under reserve at the time.

[28] In *TST-94914-18*, Member Solomon held that the landlord's duty of good faith extends beyond the time the notice of termination is served and found bad faith on the part of the landlord:

> 22. In many other cases, the Board has found that an unforeseen change in circumstances that results in the person listed in the N12 Notice being unable to occupy the rental unit does not constitute bad faith (see, for example, TST-66921-15, TST-87559-17, TST-80046-16). I agree that this is a case where an unforeseen change of circumstances resulted in CM failing to take occupancy of the rental unit. This change of circumstances was the agreement of purchase and sale falling through. I am satisfied that the Landlords did not foresee this happening when they served the N12 Notice.
>
> 23. However, I also agree with the following statement from the Board's order TST-87742-17-RV, which the landlord submitted: "the Landlord's obligation to act in good faith extends beyond the time the notice of termination is served". I take this statement to mean that bad faith is not confined to the moment in time when a landlord gives a tenant an N12 Notice. I find that bad faith can extend to the period between when the N12 Notice was given, and the time when a tenant moves out.

[29] The Appellants characterize the issue as a "bad faith period" and argue that the LTB must consider the sellers' faith (good or bad) up to the time a tenant vacates. The Sellers countered this argument by submitting several decisions of the LTB which the Board held that only the circumstances at the actual time the N12 is delivered are to be considered.

[30] In my view, *TST-94914-18* should be restricted to its own unique facts. In that case, prior to the date the sale of the property was to close, the landlords obtained an eviction order based upon their N12 notice of termination. The tenants appealed the order and obtained a stay from the Divisional Court. As a result of the stay, the landlord was unable to complete the sale on the date set for closing. At some point following the aborted closing, the purchaser advised the landlord that he could not complete the sale because he no longer qualified for the same mortgage rate. With knowledge that the sale of the rental unit would not be completed, the landlords asked the sheriff to enforce the writ of possession (the Divisional Court stay had been lifted as a result of the

failing to comply with conditions of the stay). The landlord then relisted and sold the rental unit to another buyer.

[31] The Board found that the landlords had not acted in bad faith when they served the N12 notice of termination. The Member accepted that at the time notice was given, the landlord genuinely believed that the purchaser would move into the rental unit following closing. However, she found that the landlords acted in bad faith when they asked the sheriff to enforce the Board's eviction order knowing that there was no prospect of the sale closing.

[32] In the present case, the sale of the rental unit was alive at the time the Appellants moved out. The Sellers could not have been expected to refuse to close or to get into a dispute with the Purchasers with the potential of litigation. I am therefore unable to accept the Appellant's argument based upon the decision in *TST-94914-18.*

[33] The decision on the T5 application focused on findings of fact and the application of a statutory test to the facts as found. Those determinations are ones which members of this specialized tribunal are asked to make regularly. There is no error of law in the Member's determination that there was no bad faith on the part of the Sellers in giving the Appellants the N12 on March 7, 2018. I would therefore dismiss the appeal of the LTB'sdecision on the T5 application.

Issue 2: The T2 Decision

[34] The Appellants brought a T2 application (Application about Tenant Rights) before the LTB. The Appellants alleged the Sellers substantially interfered with the Appellants' reasonable enjoyment of the residence and harassed, coerced, obstructed, threatened, or interfered with the Appellants. The Member dismissed this application applying the doctrine of *res judicata*. The Member determined he did not have jurisdiction to entertain the application as it had been previously decided on another application before the LTB.

[35] The Appellants here assert the impugned conduct occurred more than once and was also committed by multiple actors on the part of the Seller and a legal representative of the Purchaser. The scope of the T2 was also significantly greater in that it asserted breaches of Ontario Human Rights Code, harassment because of religious differences, and attempting to pit one tenant against another. It also alleged harassment on days other than June 1, 2018. This is significant. The Appellants acknowledge a prior hearing of the LTB resulted in an order under file number CET-77295-18 issued on July 31, 2018. This order found the Sellers had violated the RTA and ordered them to pay $430.06 to the Appellants. But the Appellants assert that the earlier T2 application dealt with conduct that occurred only on one day, June 1, 2018. Thus, the matter was not *res judicata.*

[36] The Sellers argue the T2 issue engages a question of mixed fact and law. The Member applied the correct legal test to decide the matter was *res judicata*. The Sellers emphasize the Appellants could have raised all the issues of alleged harassment in the CET-77295-18 matter and were properly barred from doing so in the proceedings before the Member.

Analysis of T2 Issue

[37] A review of the T2 application filed by the Appellants at the LTB reveals that the scope of the alleged actions by the Seller was much wider than a complaint about the actions that took place

on June 1, 2018. That said, the actions of June 1, 2018, are mentioned in the new T2 application materials. The Appellants answer that they tried to place all their issues before the earlier hearing but were denied the ability to call a witness as to the alleged threatening by the Seller's legal representative. However, that does not explain why all the other conduct could not have been dealt with at the previous hearing.

[38] I agree with the submission of the Sellers, that the Member articulated the proper legal test for the doctrine of *res judicata* at paragraphs 25 to 29 of the Decision where he wrote:

> Doctrine of Res Judicata
>
> 25. The doctrine of res judicata (or issue estoppel) is intended to bring finality to litigation, so that parties may not litigate the same issue twice. If a court or tribunal of competent jurisdiction has already decided the issue between the parties, the parties are bound by that determination. They may not bring new proceedings seeking a different outcome.
>
> 26. In this case it is clear that the same parties were involved in the prior application and in this application. The harassment matter cannot be raised again, either in the same court or in a different court. It is also clear that order CET-77295-18 issued July 31, 2018 was a final decision since neither a review, or an appeal was filed.
>
> Cause of Action Estoppel
>
> 27. Cause of action estoppel precludes a litigant from bringing forth a claim or asserting a defence that a litigant had an opportunity and should have asserted on past proceedings.
>
> 28. The Tenant(s) had an opportunity and should have asserted her full defence at the hearing on July 31, 2018. Accordingly, any remaining issues raised in this application by the Tenant(s) that pre-date July 31, 2018 are barred by the doctrine of cause of action estoppel.
>
> 29. Therefore, I find that res judicata does apply here and the principal prevents me from hearing and deciding the issue again and consequently I have no jurisdiction to render an order based on the T2 application. The Tenant's T2 application is to be dismissed and no remedies will be granted.

[39] The references in paragraph 28 to "asserting a defence" in my view is a typographical error only. It should have said "claim". I also agree that decision makers of a specialized tribunal like the LTB have a unique perspective on the issues before them and should be granted deference when making procedural rulings designed to control their own process. The parties were the same as in the previous proceedings before the LTB. The essence of the Appellants' claim was the same. There were no facts in the T2 application that occurred after July 31, 2018, the time period of the previous application. The Appellants had obtained a monetary remedy against the Sellers.

[40] In this case, the Member saw the Appellants as attempting to relitigate issues they had raised before or could have raised in other proceedings. In my view, deference should be given to his determination that the matter had been decided.

[41] Further, any determination of the facts before the Member by this panel would engage questions of mixed fact and law. I agree with the submission of the Sellers that there is no

jurisdiction to consider the question once we have determined the Member did not commit an error of law in his statement of the doctrine of *res judicata*.

[42] The arguments of the Appellants concerning the T2 were unpersuasive and the appeal in this respect fails.

Issue 3: Procedural Fairness at the LTB

[43] Much of the argument made by the Appellants and many of the specific orders requested are either not supported by the record before this Court, or not within the jurisdiction of the court on an appeal under section 210 of the RTA.

[44] The record does not support an argument that the Appellants were denied any aspect of their right to procedural fairness at the hearing before the Board. They presented their evidence and were given a full and fair hearing over two days, April 26, 2019 and August 28, 2019. The proceedings were recorded. The LTB denied a request for a summons to witness. In my view, this was within the purview of the Board to control its own process.

[45] The Appellants did not like the ultimate result, but that alone is no basis for making a finding that they were denied procedural fairness. Otherwise their complaints about a lack of procedural fairness touched on issues of complaint about the conduct of the opposing party and their counsel, as well as minor issues such as the Member wrongly identifying the Sellers as Embleton Homes. These events may have been irritating to the Appellants, but do not call into question the fairness of the hearing before the LTB. The Appellants presented their case at the LTB. They argued that the Sellers did not provide credible evidence. The Member disagreed. The Member declined to give them the remedy they wanted. There was no denial of procedural fairness.

[46] The Appellants did not raise *Charter* or *Human Rights Code* violations before the Board. Such legal issues cannot generally be raised for the first time on appeal. In any event, nothing in the record establishes that the Appellants' rights were violated during the proceedings or during their interactions with the Sellers or the Purchasers. There was no basis for an argument that "false information" or "half-truths" were presented to the LTB. The request for a finding that "an offence was committed" under the RTA merits no further comment - it is not within the jurisdiction of this court on a statutory appeal. The appeal on procedural fairness fails as well.

Costs

[47] The Sellers have been entirely successful in resisting this appeal.

[48] The Appellants submitted a cost outline requesting fees of $48,485.00 plus disbursements of $2,073.26. Despite being self-represented, Ms. Elkins detailed the hours spent preparing for this matter and claimed an hourly rate of $270 an hour. By multiplying the hours she claimed she spent on preparing this appeal (297) by the rate of $270/ hour and adding the hours spent by the Appellant Mr. Fraser (23) at the rate of $50 an hour, the Appellants submitted the above noted amount. The hearing was scheduled for two hours. This is not a reasonable estimate of costs for self-represented litigants.

[49] The Sellers submitted a cost outline seeking overall partial indemnity costs in the amount of $12,194.51 inclusive of HST. This included time for three lawyers. Most of the work was done by Mr. Dos Reis. Only Mr. Dos Reis attended the hearing. He was a 2018 call. The court must

consider the overall objective of fixing an amount that is fair and reasonable in the particular proceeding, having regard to the expectations of the parties concerning the quantum of costs: *Boucher v. Public Accountants Council for the Province of Ontario* (2004), 2004 CanLII 14579 (ON CA), 71 OR (3d) 291 (C.A.), at paras. 26 and 38.

[50] In the circumstances, I see it as fair and reasonable that the Appellants be responsible to pay costs to both counsel for the Sellers and the Purchasers. They framed the appeal. They were unsuccessful. There are costs consequences for this. In my view costs of $6,000.00 for the Sellers, inclusive of HST and disbursements, is a fair, reasonable and proportional partial indemnity award given the complexity and duration of the matter at issue.

[51] The participation of the Purchasers was minimal despite being named as party respondents. They did not meaningfully respond to the appeal. They did not file any material. Despite requesting the opportunity, the Purchasers did not file any supplementary material. No costs outline was filed. As a result, I would award a counsel fee of $500.00 to the Purchasers for the October 21, 2021 attendance only.

[52] The appeal is dismissed. The appellants are to pay the respondents Grace Van Wissen, John Van Wissen and Margaret Van Wissen costs in the amount of $6,000.00, all-inclusive, within 30 days. The appellants are to pay the respondents Paramjit Singh Chahal, Surinderpal Singh Kohli, Malwinder Saini, Embleton Homes and Sukhwinder Singh costs in the amount of $500.00, within the same period of time.

Bruce Fitzpatrick J

F. B. Fitzpatrick J.

I agree

S.T. Bale J.

I agree

Kristjanson J.

Released**:** April 13, 2022

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SUPERIOR COURT OF JUSTICE
DIVISIONAL COURT

B E T W E E N:

MARILYN ELKINS, formerly MARILYN FRASER, and JOSEPH FRASER

Appellants

- and –

GRACE VAN WISSEN, JOHN VAN WISSEN, MARGARET VAN WISSEN, EMBLETON HOMES INC., PARAMJIT SINGH CHAHAL, SURINDERPAL SINGH KOHLI, MALWINDER SAINI, EMBLETON HOMES and SUKHWINDER SINGH

Respondents

REASONS FOR JUDGMENT

F.B. Fitzpatrick J.
S.T Bale J.
Kristjanson J.

Released: April 13, 2022