

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Yarmoloy v. Lindgren*,
2025 BCSC 490

Date: 20250319
Docket: S18160
Registry: Salmon Arm

Between:

Shane Jon Yarmoloy

Plaintiff

And

Laura Anne Lindgren

Defendant

And

Michael Shane Dugas and 1069697 B.C. Ltd.

Defendants by Way of Counterclaim

Before: The Honourable Mr. Justice Hori

Reasons for Judgment

Counsel for the Plaintiff and Defendant by
Way of Counterclaim, 1069697 B.C. Ltd.

J.E. Shragge

Counsel for the Defendant:

A. Spraggs

No other appearances

Place and Date of Trial:

Kelowna, B.C.
October 17–18, 2024

Place and Date of Judgment:

Salmon Arm, B.C.
March 19, 2025

Introduction

[1] The plaintiff and the defendant in this action bring cross-applications for judgment pursuant to Rule 9-7 of the *Supreme Court Civil Rules*, B.C. Reg. 168/2009 [*Rules*], the summary judgment rule.

[2] This action is a consolidated action involving a dispute over the ownership of property located at 41 Parsons Road, Mara, British Columbia, with a legal description of:

PID 004-524-888:

Lot A, Section 15, Township 20, Range 8, West of the Sixth Meridian,
Kamloops Division Yale District, Plan 28630

(the “Property”).

[3] The parties in this action are as follows:

- a) The plaintiff, Shane Jon Yarmoloy, and the defendant, Laura Anne Lindgren, were in a relationship from December 2012 to February 14, 2017. During that time, Mr. Yarmoloy arranged financing to save the Property from foreclosure and secured a transfer of the Property from Ms. Lindgren to himself;
- b) Ms. Lindgren was the sole registered owner of the Property when her relationship with Mr. Yarmoloy began;
- c) The defendant by counterclaim, 1069697 B.C. Ltd. (“697”), is a company in which Mr. Yarmoloy has an interest and which registered a mortgage against the Property once Mr. Yarmoloy became the registered owner; and
- d) The defendant by counterclaim, Michael Shane Dugas, is the lawyer who incorporated 697, and who, at various points in time, purported to represent the interests of Ms. Lindgren and Mr. Yarmoloy jointly, Mr. Yarmoloy solely and Ms. Lindgren solely.

[4] Although Ms. Lindgren’s application seeks relief against Mr. Dugas, he did not appear at the hearing of the applications. Mr. Dugas filed an application response and responding affidavits in opposition to Ms. Lindgren’s application, but he did not participate in the hearing in person or through counsel.

[5] Relying upon Ms. Lindgren’s transfer of the Property to him and the current state of the title, Mr. Yarmoloy claims to be the sole legal and beneficial owner of the Property.

[6] Ms. Lindgren claims that she was deceived into transferring the Property to Mr. Yarmoloy and, as such, Ms. Lindgren seeks to recover ownership of the Property and to discharge of the mortgage held by 697. Ms. Lindgren alleges that:

- a) Mr. Yarmoloy, with the assistance of Mr. Dugas, defrauded her out of the Property;
- b) the transfer of the Property to Mr. Yarmoloy unjustly enriched him to her detriment; and
- c) Mr. Yarmoloy holds the Property in a resulting trust for her benefit.

[7] Ms. Lindgren also claims that Mr. Dugas negligently transferred the Property to Mr. Yarmoloy.

[8] The allegations made by Ms. Lindgren prompted the parties to commence two separate actions. Ms. Lindgren filed a petition on August 11, 2021, against Mr. Yarmoloy, 697, and Mr. Dugas alleging fraud, unjust enrichment, resulting trust and breach of fiduciary duty (the “Petition Proceeding”).

[9] On August 12, 2022, Mr. Yarmoloy commenced an action by way of a notice of civil claim against Ms. Lindgren seeking damages for a breach of contract and an order extinguishing Ms. Lindgren’s right, title and interest in the Property (the “Yarmoloy Action”).

[10] Ms. Lindgren filed a response and a counterclaim in the Yarmoloy Action on August 31, 2022. The counterclaim named Mr. Yarmoloy, Mr. Dugas and 697 as defendants by way of counterclaim. In her counterclaim, Ms. Lindgren seeks to recover the Property from Mr. Yarmoloy on the basis of a fraud, unjust enrichment and resulting trust.

[11] By an order pronounced on April 19, 2023, the court consolidated the Petition Proceeding and the Yarmoloy Action into one action (the “Consolidation Order”).

Issues

[12] The issues raised by the applications before the court are as follows:

- a) Whether the applications are suitable for disposition by summary trial;
- b) Whether the two-year limitation period established by the *Limitation Act*, S.B.C. 2012, c. 13 [LA], prevents Ms. Lindgren from prosecuting her claims and whether the Consolidation Order affects the application of the limitation period (the “Limitation Period Issue”); and
- c) If the LA does not foreclose Ms. Lindgren’s claims, whether the Property is the property of Mr. Yarmoloy or Ms. Lindgren (the “Substantive Issues”).

Chronology

[13] Ms. Lindgren became the sole registered owner of the Property on May 3, 2006. The purchase price for the Property was \$315,000. Ms. Lindgren financed the purchase of the Property by granting a first mortgage to the Toronto Dominion Bank (“TD Bank”) with a principal amount of \$236,250.

[14] The TD Bank obtained an appraisal of the Property which established a value for the Property of \$405,000 as of June 20, 2007. On July 16, 2007, the TD Bank advanced a further \$40,000 to Ms. Lindgren on the security of a second mortgage on the Property.

[15] On August 4, 2009, Ms. Lindgren granted a third mortgage on the Property to the TD Bank in the amount of \$15,000.

[16] Ms. Lindgren's relationship with Mr. Yarmoloy started in December 2012.

[17] In April 2013, Ms. Lindgren commenced discussions with a credit union to refinance the three TD Bank mortgages. An appraisal of the Property as of May 8, 2013, established that the Property had a value of \$277,000. The refinancing of the TD Bank debt did not occur.

[18] On August 18, 2014, the TD Bank began foreclosure proceedings on the Property (the "Foreclosure Proceedings").

[19] As of October 8, 2014, the appraised value of the Property was \$219,000.

[20] The TD Bank obtained an order nisi of foreclosure on June 1, 2015, and on January 25, 2016, it received an order for the sale of the Property.

[21] On March 24, 2016, Mr. Dugas incorporated 697 for Mr. Yarmoloy. The share structure and ownership of 697 is not clear in the evidence. However, the evidence suggests that it was a company owned by the "Yarmoloy group of companies", which Mr. Yarmoloy and members of his family controlled.

[22] Mr. Dugas became involved in the Foreclosure Proceedings on May 25, 2016, when he filed a notice of appointment or change of lawyer. The notice of appointment or change of lawyer indicated that Mr. Dugas was acting as the lawyer for both Mr. Yarmoloy and Ms. Lindgren.

[23] On June 13, 2016, the TD Bank made an application for an order approving the sale of the Property in the Foreclosure Proceedings. At the hearing of this application, Mr. Dugas represented to the court that he was counsel for Ms. Lindgren. He did not appear as counsel for Mr. Yarmoloy. Instead, Mr. Yarmoloy attended the application and represented himself. At the conclusion of this hearing, the court approved the sale of the Property as requested by the TD Bank.

[24] On June 17, 2016, Ms. Lindgren, at the request of Mr. Dugas and Mr. Yarmoloy, attended at the office of Mr. Dugas. At this meeting, Ms. Lindgren signed two documents, one of which was her affidavit for filing in the Foreclosure Proceedings. The evidence does not disclose the nature of or purpose for the second document that Ms. Lindgren signed on June 17, 2016.

[25] On June 20, 2016, Ms. Lindgren learned from Mr. Dugas that he had been successful in retaining the Property and in settling the Foreclosure Proceedings. Ms. Lindgren had not been involved in any efforts to refinance the Property after her efforts with the credit union had failed. Ms. Lindgren was not aware that Mr. Yarmoloy had secured financing to satisfy the TD Bank.

[26] Mr. Dugas paid \$273,864.05 to the TD Bank on June 21, 2016. The funds paid to the TD Bank were sufficient to prevent the sale of the Property in the Foreclosure Proceedings.

[27] On February 14, 2017, the relationship between Ms. Lindgren and Mr. Yarmoloy came to an end. Ms. Lindgren's evidence is that when the relationship ended, Mr. Yarmoloy informed her that she was to leave the Property because she no longer owned it as Mr. Yarmoloy was now the sole owner.

[28] On March 21, 2017, Mr. Dugas filed a Form A freehold transfer (the "Transfer Document") in electronic format transferring Ms. Lindgren's entire interest in the Property to Mr. Yarmoloy. The Transfer Document shows an execution date of July 22, 2016. Ms. Lindgren denies signing the Transfer Document, or, in the alternative, if she signed the Transfer Document, she alleges Mr. Dugas did not inform her of what the document was or how it would affect her interests.

[29] On April 4, 2017, Mr. Dugas sent an email to Ms. Lindgren attaching a copy of the electronically filed Transfer Document. The electronically filed Transfer Document does not show Ms. Lindgren's signature. However, it shows that Mr. Dugas digitally signed the document. By digitally signing the Transfer Document for filing with the Land Title Office, Mr. Dugas made the following representation:

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c. 250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

[30] On April 5, 2017, Ms. Lindgren attended at the office of Mr. Dugas to request a copy of the signed Transfer Document. Ms. Lindgren deposes that when she did so, Mr. Dugas advised her that the signed copy of the document was too difficult to obtain in that it was in a vault somewhere in Vancouver.

[31] On May 14, 2017, Mr. Yarmoloy changed the locks on all the doors to the Property and denied Ms. Lindgren access.

[32] On June 5, 2017, Mr. Dugas filed a mortgage against the Property in favour of 697 for a principal amount of \$425,000.

Suitability for Summary Trial

[33] On a summary trial application, Rule 9-7(15) of the *Rules* allows the court to grant judgment in favour of any party, either on an issue or generally, unless:

- a) the court is unable, on the whole of the evidence before the court on the application, to find the facts necessary to decide the issues of fact or law; or
- b) the court is of the opinion that it would be unjust to decide the issues on the application.

[34] For the reasons that follow, I have decided that I am able to find the facts necessary to decide whether the limitation period established by the *LA* prohibits Ms. Lindgren from proceeding with her claims in her counterclaim.

[35] Regrettably, however, after much consideration of the Substantive Issues, I am unable to find the facts necessary to decide the Substantive Issues raised by the Mr. Yarmoloy and Ms. Lindgren in their respective applications.

Limitation Period and the Consolidation Order

[36] Ms. Lindgren filed the Petition Proceeding alleging fraud, unjust enrichment, resulting trust and breach of fiduciary duty against Mr. Yarmoloy, Mr. Dugas and 697 on August 11, 2021.

[37] One year later, on August 12, 2022, Mr. Yarmoloy commenced the Yarmoloy Action against Ms. Lindgren seeking to extinguish Ms. Lindgren’s interest in the Property, and claiming damages.

[38] On August 31, 2022, Ms. Lindgren filed a counterclaim in the Yarmoloy Action against Mr. Yarmoloy, Mr. Dugas and 697, claiming fraud, unjust enrichment, resulting trust and breach of fiduciary duty.

[39] In addition, Ms. Lindgren was a defendant in a fraudulent conveyance action brought by one of her creditors, Capital One Bank (the “Capital One Action”). Capital One Bank obtained a judgment against Ms. Lindgren in December 2015. After Mr. Yarmoloy became the owner of the Property, Capital One Bank commenced the Capital One Action against Ms. Lindgren and Mr. Yarmoloy. In the Capital One Action, Ms. Lindgren filed a third-party notice against Mr. Yarmoloy and 697 on March 20, 2018. In the third-party notice, Ms. Lindgren alleged that Mr. Yarmoloy and 697 had obtained their interest in the Property by fraud and sought the return of the Property to her.

[40] The limitation period established by the *LA* for Ms. Lindgren’s claims is two years from the date of discovery. Section 6 of the *LA* provides that a party must not commence a court proceeding more than two years after the day on which the claim is discovered.

[41] The general rule for the discovery of a claim is set out in s. 8 of the *LA*. Section 8 of the *LA* provides that a person discovers a claim on the first day on which the person knew, or reasonably ought to have known, all of the following:

- a) that injury, loss or damage had occurred;

- b) that the injury, loss or damage was caused by or contributed to by an act or omission;
- c) that the act or omission was that of the person against whom the claim is or may be made; and
- d) that, having regard to the nature of the injury, loss or damage, a court proceeding would be an appropriate means to seek to remedy the injury, loss or damage.

[42] Based on ss. 6 and 8 of the *LA*, Mr. Yarmoloy submits that it is reasonable to conclude that Ms. Lindgren had discovered the necessary elements of her claims by March 20, 2018. That is the date on which Ms. Lindgren filed her third-party notice in the Capital One Action alleging fraud against Mr. Yarmoloy and 697. Accordingly, Mr. Yarmoloy submits that the two-year limitation period had expired by the time Ms. Lindgren filed the Petition Proceeding against Mr. Yarmoloy and 697 on August 11, 2021.

[43] Different considerations with respect to the commencement of the limitation period may apply to the claim against Mr. Dugas for two reasons. The first reason is that the third-party notice in the Capital One Action does not include any allegations against Mr. Dugas. Ms. Lindgren deposes that she was not aware of what Mr. Dugas had done with respect to the Transfer Document or its legal effect until her lawyer informed her on June 17, 2021.

[44] In addition, Ms. Lindgren alleges that Mr. Dugas held her signed Transfer Document in trust and was thereby a trustee. Based on this allegation, Ms. Lindgren relies on s. 12 of the *LA*, which provides that discovery of a fraud or trust claim occurs when the beneficiary becomes “fully aware” that:

- a) injury, loss or damage had occurred;
- b) the injury, loss or damage was caused by or contributed to by:
 - i. fraud;

- ii. fraudulent breach of trust;
- iii. conversion; or
- iv. other act or omission

on which the claim is based;

- c) the fraud, fraudulent breach of trust, conversion or other act or omission was that of the person against whom the claim is or may be made; and
- d) having regard to the nature of the injury, loss or damage, a court proceeding would be an appropriate means to seek to remedy the injury, loss or damage.

[45] Ms. Lindgren submits that she was not fully aware of the factors required to discover a claim of fraud against a trustee until June 17, 2021. Accordingly, she submits that the Petition Proceeding commenced on August 11, 2021 was within the limitation period.

[46] It is not necessary to decide the discoverability issue in this case because the terms of the Consolidation Order bring Ms. Lindgren's counterclaim allegations within the exception created by s. 22 of the *LA*. Section 22 of the *LA* provides that the expiry of a limitation period does not bar a proceeding by counterclaim, including the addition of new parties as defendants by counterclaim, for claims relating to or connected with the original claim.

[47] The court consolidated the Petition Proceeding with the Yarmoloy Action on April 19, 2023. The Consolidation Order is an order made in the Yarmoloy Action and it includes the following relevant terms:

1. Pursuant to Rule 22-5(8) of the *Supreme* Court Civil Rules, the instant action and the proceeding filed August 11, 2021 by Laura Anne Lindgren under court file number SAA-S-S-18115 (the "Petition Proceeding") are hereby consolidated.
2. The consolidated proceeding shall proceed as one action in the instant court file number, SAA S-S-I 8160, and with the style of cause of the instant action (the "Consolidated Action").

3. The notice of civil claim filed herein on August 12, 2022, shall stand as the notice of civil claim in the Consolidated Action.
4. The response to civil claim filed herein on August 31, 2022, shall stand as the response to civil claim in the Consolidated Action.
5. The counterclaim filed herein on August 31, 2022, shall stand as the counterclaim in the Consolidated Action.
6. The response to counterclaim filed herein on October 7, 2022, shall stand as the response to counterclaim in the Consolidated Action.
7. The Salmon Arm Registry is directed to place a copy of this Order in the court file of the Petition Proceeding.
8. The parties shall bear their own costs of this application.

[48] It is clear from the terms of the Consolidation Order that the allegations made by Mr. Yarmoloy in the Yarmoloy Action form the basis of Mr. Yarmoloy's claims in the Consolidated Action. It is equally clear that the Consolidation Order recognizes Ms. Lindgren's claims as set out in her counterclaim. The claims made by Ms. Lindgren in her counterclaim are clearly related to and connected with Mr. Yarmoloy's claims in the Yarmoloy Action. Accordingly, I find that the limitation period is not a bar to Ms. Lindgren's counterclaim based on s. 22 of the *LA*.

[49] Therefore, I must deny Mr. Yarmoloy's application to dismiss Ms. Lindgren's counterclaim pursuant to the *LA*. To be clear, this denial of the relief sought is based on my finding that the limitation period is not a bar to Ms. Lindgren's counterclaim.

Substantive Issues

[50] As I indicated earlier in these reasons, I am unable to find the facts necessary to decide the Substantive Issues raised in these applications.

[51] The parties seek a final judgment on whether Mr. Yarmoloy should remain the owner of a 100% interest in the Property or whether Ms. Lindgren should recover ownership of the Property, in whole or in part. The final determination of these issues turns on the events that occurred between June 13, 2016, when the court approved the sale of the Property in the Foreclosure Proceedings, and June 5, 2017, when Mr. Dugas filed a mortgage against the Property in favour of 697.

[52] Of particular importance in this analysis is to determine the circumstances surrounding Ms. Lindgren’s execution of the Transfer Document that effected the transfer of the Property to Mr. Yarmoloy.

[53] It is clear on the evidence that Mr. Yarmoloy secured sufficient funding to save the Property from a foreclosure sale. However, the evidence is not clear as to what involvement Ms. Lindgren had in the refinancing efforts. Ms. Lindgren deposes that she had no involvement or knowledge of Mr. Yarmoloy’s efforts and that she did not agree to transfer the Property to him. Mr. Yarmoloy agrees that Ms. Lindgren had no role in obtaining the funds to pay out the TD Bank.

[54] However, Mr. Yarmoloy deposes that in June 2016, Ms. Lindgren “was unable to obtain alternate employment” and that she was “unable to obtain welfare as a result of her legal ownership of the property”. This evidence is not admissible in a summary trial application because Mr. Yarmoloy does not identify the source of the information.

[55] Mr. Yarmoloy continues in his affidavit to say that Ms. Lindgren “decided that there was no value in the property, and she did not have any equity”. This evidence is also not admissible because Mr. Yarmoloy does not identify the source of the information or how he arrived at these conclusions.

[56] Finally, Mr. Yarmoloy, in the same paragraph of his affidavit, deposes that Ms. Lindgren “requested that the property be transferred from her name to me”. There is no further detail related to such a request.

[57] In this case, Mr. Yarmoloy relies upon an agreement between him and Ms. Lindgren in which Ms. Lindgren agreed to transfer the legal and beneficial interest in the Property to Mr. Yarmoloy in exchange for Mr. Yarmoloy paying out the debts on the Property. Based on the foregoing analysis of Mr. Yarmoloy’s evidence, there are serious questions that the parties must address before the court can decide this issue. What is missing is admissible evidence of the context and circumstances of

Ms. Lindgren's desire to transfer the Property so that the court can determine her intentions.

[58] Both Mr. Yarmoloy and Mr. Dugas attempt to explain Ms. Lindgren's intentions through inadmissible evidence about Ms. Lindgren's motivations, her state of mind and her perceived intentions. However, neither of these two parties gives evidence of any discussions with or instructions from Ms. Lindgren where she specifically stated her intentions about the transfer of the Property.

[59] Further, the evidence related to the execution of the Transfer Document makes my assessment of Ms. Lindgren's true intentions more difficult. The date on the Transfer Document signed by Ms. Lindgren is July 22, 2016, and the person who witnessed Ms. Lindgren's signature is Mr. Dugas. However, Ms. Lindgren denies meeting with Mr. Dugas on July 22, 2016, because she recalls being at the beach with her nephew and taking him to hockey camp.

[60] Neither Mr. Yarmoloy nor Mr. Dugas provide evidence about a meeting with Ms. Lindgren to execute the Transfer Document on July 22, 2016. In particular, Mr. Dugas does not give any evidence about a specific meeting with Ms. Lindgren on July 22, 2016, or about the purpose of such a meeting and the advice he gave to Ms. Lindgren at that meeting.

[61] The only meeting between Ms. Lindgren and Mr. Dugas that Mr. Yarmoloy and Mr. Dugas mention in their evidence is a meeting on June 17, 2016, at the office of Mr. Dugas. The evidence of Mr. Yarmoloy and Mr. Dugas about the meeting on June 17, 2016 is identical. They both depose that on June 17, 2016, Ms. Lindgren and Mr. Yarmoloy attended at the office of Mr. Dugas where Ms. Lindgren reviewed two documents. They state further that one of the two documents was "Affidavit #1 of Laura Lindgren in the Foreclosure Proceeding which she reviewed in detail prior to signing".

[62] Neither Mr. Yarmoloy nor Mr. Dugas identify the second document that Ms. Lindgren reviewed at that meeting. They make no further mention of this second document in their evidence.

[63] An additional difficulty is that there is a material difference in the Transfer Document bearing Ms. Lindgren's signature and the Transfer Document submitted for registration with the Land Title Office. The Transfer Document bearing Ms. Lindgren's signature states that it is a transfer of "an undivided 1/140th interest" in the Property. The Transfer Document submitted for registration with the Land Title Office omits the notation that it is transferring "an undivided 1/140th interest". As a result, the Land Title Office transferred the entire interest in the Property to Mr. Yarmoloy which is contrary to the Transfer Document bearing Ms. Lindgren's signature.

[64] Mr. Dugas explains the difference in the two Transfer Documents as a typographical error in the Transfer Document signed by Ms. Lindgren. However, Mr. Dugas does not explain how it came to be that the "undivided 1/140th interest" was deleted from the Transfer Document registered at the Land Title Office.

[65] I am unable to decide whether Ms. Lindgren agreed to transfer the Property entirely to Mr. Yarmoloy because the evidence leaves the following questions unanswered:

- a) What were the intentions of Mr. Yarmoloy and Ms. Lindgren in connection with the Property and the refinancing?
- b) Did Ms. Lindgren intend to transfer any interest in the Property to Mr. Yarmoloy and, if she did, was it her intention to transfer her entire interest in the Property or only a partial interest?
- c) Did Ms. Lindgren execute the Transfer Document and, if so, when?
- d) If Ms. Lindgren executed the Transfer Document was the nature and effect of that document explained to her?

- e) Was Mr. Dugas representing Ms. Lindgren's interests in this transaction and, if he was, was there a conflict in him doing so based on his having acted for Mr. Yarmoloy? and
- f) How and when was the Transfer Document amended to be a transfer of the entire interest in the Property rather than an undivided 1/140th interest and was Ms. Lindgren consulted about the amendment?

[66] The answer to these questions are critical to an analysis of:

- a) whether there was an enforceable agreement between Mr. Yarmoloy and Ms. Lindgren relating to the Property; and
- b) if there was an agreement, what the terms of the agreement were.

[67] Mr. Yarmoloy also argues that he is entitled to the entire interest in the Property because there was no equity in the Property when he secured financing. He submits that his efforts, and his efforts alone, saved the Property from foreclosure. He alleges that Ms. Lindgren had no part in arranging the financing and made no contribution to redeeming the Property.

[68] I am unable to decide the question of whether there was equity in the Property when Mr. Yarmoloy secured financing and took over the Property in 2016/17 because:

- a) There is no market value appraisal of the Property at the relevant time;
- b) The evidence of appraised market value for the Property is out-dated in that the nearest appraisal is October 8, 2014;
- c) On June 5, 2017, Mr. Yarmoloy granted a mortgage on the Property for \$425,000 to 697.

[69] On the evidence of value presented in these applications, I cannot determine the value of the Property at the relevant time so as to decide whether there was any equity in the Property.

[70] For these reasons, I must dismiss the two summary trial applications as they relate to the Substantive Issues on the basis that I am unable, on the whole of the evidence, to find the facts necessary to decide the issues of fact and law. In my view, the questions that remain will only be capable of assessment after a trial of the issues where the parties are subject to cross-examination.

Summary

[71] Mr. Yarmoloy’s application to dismiss Ms. Lindgren’s counterclaim pursuant to the *LA* is dismissed on the basis that the counterclaim is not statute-barred.

[72] Mr. Yarmoloy’s application to dismiss Ms. Lindgren’s counterclaim on the Substantive Issues is dismissed on the basis that the court is unable to find the facts necessary to decide the issues.

[73] Ms. Lindgren’s application to dismiss Mr. Yarmoloy’s action and for judgment on her counterclaim are dismissed on the basis that the court is unable to find the facts necessary to decide the issues.

Costs

[74] In my view, the appropriate order for costs in these applications is that there be no order for costs. No party was successful in their applications. While Ms. Lindgren may have succeeded in defending against the *LA* application, that issue was of minor consequence.

[75] However, if the parties wish to make submissions on the issue of costs, they may schedule a costs hearing within the next 30 days.

“D.K. Hori J.”

HORI J.