

CITATION: Sheridan Retail Inc. v. Roy, 2025 ONSC 4759
COURT FILE NO.: CV-23-00004979-0000
DATE: 2025 08 11

SUPERIOR COURT OF JUSTICE – ONTARIO

7755 Hurontario Street, Brampton ON L6W 4T6

RE: SHERIDAN RETAIL INC., **plaintiff**

AND:

ROY, Pierre, **defendant**

BEFORE: Justice Mandhane

COUNSEL: NEMANIC, Michael, for the **plaintiff**

PULFER, Kaley,
ROBSON, Michael, for the **defendant**

HEARD: In writing

COSTS ON ANTI-SLAPP MOTION

- [1] By way of reasons dated May 13, 2025, I dismissed Sheridan Retail Inc.’s (“the developer”) lawsuit against Pierre Roy (“the student”), an engineering student and local resident who repeatedly raised environmental, social, and safety concerns about the ongoing redevelopment of Sheridan mall (“the mall”): *Sheridan Retail Inc. v. Roy*, 2025 ONSC 2866.
- [2] The developer’s claim for \$300,000 in damages for defamation and trespass was a strategic lawsuit against public interest (“SLAPP”) because its whole purpose was to suppress the student’s public expression about the mall: s. 137.1, *Courts of the Justice Act*, R.S.O. 1990, c. C.43 (“CJA”). In addition to dismissing its claim, I ordered that the developer pay the student \$25,000 in damages: *Sheridan Retail*, para. 11; s. 137.1(7), (9), CJA.

- [3] At paragraph 36 of my reasons, I awarded the student full-indemnity costs: s. 137.1(7), CJA. I encouraged the parties to endeavour to agree on the matter of quantum but they were unable to do so.
- [4] Before me, the student asks for \$156,394.54 in full indemnity costs. The developer agrees that the student is entitled to full indemnity costs but says that the amount sought is not fair and reasonable for what was involved in the proceeding: *United Soils Management Ltd. v. Mohammed*, 2019 ONCA 128, at para. 42; *Riopelle v Riopelle*, 2023 ONSC 4110, para. 13. It asks me to cap the student's costs at \$100,000.

Is the quantum of costs sought by the student fair and reasonable?

- [5] Recognizing that anti-SLAPP motions are meant to be efficient and economical, the Court of Appeal has suggested that “costs of a such a motion should not generally exceed \$50,000 on a full indemnity basis, although there will be exceptions and the motions judge will always have the power to award less, more or nothing as they see fit in the circumstances”: *Park Lawn Corporation v. Kahu Capital Partners Ltd.*, 2023 ONCA 129, para. 39.
- [6] The discussion in *Park Lawn* focused on how anti-SLAPP lawsuits have become expensive, time-consuming, and open to abuse: para. 35. The court noted that anti-SLAPP motions often morph into a “trial in a box”, with the parties encouraging the motions judge to take a “deep dive” into the merits and losing sight of the core issue, which is the “weighing exercise”: *Park Lawn*, paras. 35-38. The “weighing exercise” requires the court to ask what is really going on in the litigation: *Park Lawn*, para. 28. Courts must be mindful that, because of the cost consequences contemplated by the legislation, a party's litigation tactics may be tethered to costs and expense, rather than the merits of the case: *Park Lawn*, para. 29.
- [7] Bearing all this in mind, the student's costs are fair and reasonable and the developer must pay them in full. First, the student made reasonable offers to settle this matter prior to bringing an anti-SLAPP motion, and repeatedly warned the

developer that he would be seeking full-indemnity costs if the matter were to proceed to a hearing. The student even sent his bill of costs to the developer prior to the motion being argued.

- [8] Second, the developer expanded the scope of the issues on the motion and therefore its cost. The crux of the matter was whether the harm suffered by the developer because of the student's public expression was sufficiently serious that the public interest favoured permitting the case to continue rather than protecting the student's expression and public participation. The student's motion materials focused squarely on answering this question. He filed a single affidavit, which included as exhibits his correspondence with the developer and city, photographs of the mall, and previous orders and endorsements.
- [9] In contrast, the developer's materials spanned over two thousand pages and included three affidavits, including an expert report that I ruled inadmissible because it was irrelevant. The developer also invited me to prune its claim so that the trespass claim could proceed independent of the defamation claim. This begs the question: why didn't the developer bring a motion to amend its claim before the student filed his anti-SLAPP motion? Its failure to do so meant that whether to prune the claim became the most contentious issue on the anti-SLAPP motion.
- [10] Third, the motion required multiple scheduling appearances and preparation of lengthy reply materials. While I would have expected counsel's bill of costs to be more detailed so that I could ascertain how much time was spent on each task and who did what, I accept that counsel was required to draft motion materials and reply materials, attend cross-examinations, respond to undertakings, draft a factum and reply factum, attend at triage court twice to set a date, and argue the hearing before me.
- [11] Fourth, the quantum of costs is consistent with costs awarded in other anti-SLAPP motions, including motions decided since *Park Lawn*. The following cases have awarded full indemnity costs ranging from between \$120,000 and \$190,000:

United Soils Management v Mohammed, 2019 ONCA 128, paras 10, 17, 43; *Fortress Real Developments v Robidoux*, 2018 ONCA 686, para 76; *Niagara Peninsula Conservation Authority v Smith*, 2018 ONSC 127, para 23; *Bernier v Kinsella*, 2022 ONSC 1601, paras 10- 14; *Levant v. DeMelle*, 2022 ONCA 79, para 92; *Canadian Thermo Windows Inc. v Seangio*, 2021 ONSC 6555, para 147; *Galati v Toews*, 2024 ONSC 935, para 24; *Fowlie v Spinney*, 2025 ONSC 2123, para 56; *Boyer v. Callidus Capital Corporation*, 2023 ONCA 311; *Volpe v. Wong-Tam*, 2023 ONCA 680, para. 66.

- [12] Finally, I would note that this was a quintessential gag suit aimed at curtailing public expression. This was precisely the type of case contemplated by the costs regime set out in the CJA. The costs regime is meant to be a deterrent to these types of lawsuits.

Order

- [13] The developer shall pay the student full indemnity costs in the amount of \$156,394.57.

MANDHANE J.

Released: August 11, 2025