

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Dhillon v. Tennant*,
2025 BCSC 930

Date: 20250219
Docket: H250961
Registry: New Westminster

Between:

**Parminder Kaur Dhillon, Jasmine Dhillon, Najwa Salameh,
and 1217487 BC Ltd.**

Petitioners

And:

**Richard Tennant, Mercedes Gloria Flores, Burnaby Blacktop Ltd.,
and John Doe**

Respondents

Before: The Honourable Mr. Justice Ball

On Appeal from: an order of an Associate Judge, dated October 11, 2024
(Dhillon v. Tennant, Docket H250961.)

Oral Reasons for Judgment

Counsel for the Petitioners:

G.H. Richards

Counsel for the Respondents Richard
Tennant and Mercedes Flores:

B.D. Hastings

Counsel for Attendees Samer Daibess and
Oula Daibess:

M. Nied

No further appearances

Place and Date of Hearing:

New Westminster, B.C.
February 19, 2025

Place and Date of Judgment:

New Westminster, B.C.
February 19, 2025

[1] **THE COURT:** This is a matter where the outcome of the decision today has a profound effect on a number of lives. We have Mr. Tennant and Ms. Flores, who have been trying to keep a property, Mr. and Ms. Dhillon, who are trying to live in a property that they have or thought they had bought on a foreclosure.

[2] My view is that the sale that was accepted by Associate Judge Nielsen was not in any way inappropriate, and I found it difficult to listen to submissions to the effect that somehow Associate Judge Nielsen had somehow jumped the gun or done something inappropriate in terms of speed, when in fact he did the opposite.

[3] Mr. Tennant came in, asked for some more time because he was convinced he was going to get refinancing, and what did Associate Judge Nielsen do? Granted him that time. What happened? Mr. Tennant did not get his financing, but Mr. Tennant says at his second affidavit, February 14, 2025, dealing with the subject issue that when the matter came before Associate Judge Nielsen, the sale was approved, and what does Mr. Tennant say? He said:

I believed I would be able to refinance the property. In consultation with my then counsel, I did not oppose the application.

[4] And even in those circumstances, Associate Judge Nielsen allowed an extra week.

[5] The refinancing had not occurred. The matter then comes on before my brother Justice Elwood. He noted no appeal record had been filed. Mr. Tennant still believed he was going to get financing. Effectively Justice Elwood created an additional ten days for Mr. Tennant to accomplish his goal of refinancing, and he still did not get the refinancing. It is noted that a transcript was ordered by Justice Elwood at that time so that there would be a record that those submissions not be repeated in a further application.

[6] I note that Mr. Tennant wants to rely on an appraisal as new evidence, and there is absolutely not one word to suggest that although this matter has been

subject to a foreclosure for some time, there is no one word from Mr. Tennant about producing a responsible appraisal in a timely manner.

[7] The material used by Mr. Tennant is also, and I am going to use the expression "a little bit sloppy." There are photos of very poor quality that are supposed to show the interior of the home. The appraisal report that accompanies the photos says "the source is previous appraisal report." We do not know what that was or when that was, and there are assumptions in that report that apparently do not exist.

[8] I am satisfied that given the lengths to which this Court has gone to accommodate and assist Mr. Tennant, giving him additional time, extensive additional time given the cost. This is not a case where the appeal that has been brought is an appeal with merit, and based on those reasons, I am dismissing the appeal with costs.

[9] Thank you, counsel.

"Ball, J."