Court of King's Bench of Alberta

Citation: 1951789 Alberta Ltd. v Britannia Block General Partnership Inc., 2026 ABKB 283

Date: 20260413
Docket: 2001 08204
Registry: Calgary

Between:

1951789 Alberta Ltd. operating as Urban Interiors Group

Plaintiff/Appellant

-and-

Britannia Block General Partnership Inc. and West Pointe Building Services

Defendants/Respondents

Reasons for Decision
of the
Honourable Justice J.C. Price

I. Introduction

[1] This appeal arises from a construction dispute. The appellant, 1951789 Alberta Ltd. operating as Urban Interiors Group ("UIG"), supplied materials and labour to a residential housing project on lands municipally located at 5112 Elbow Drive SW (the "Lands"), owned by Britannia Block General Partnership Inc. ("Britannia"). UIG last worked on the Lands in January 2020. West Pointe Building Services was the general contractor; it is not a party to this appeal.

[2] On February 4, 2020, UIG registered a builders' lien against title to the Lands in the amount of $1,469,850.00 (the "Lien"). A certificate of *lis pendens* was registered on July 9, 2020 (the "CLP"). In 2021, Britannia wished to sell the Lands, but the Lien and CLP impeded the sale. By consent, the parties agreed to discharge the Lien and CLP so Britannia could sell. In their place, Britannia posted a lien bond with the Clerk of the Court in the amount of $1,595,842.50, representing UIG's lien claim and costs (the "Security"). The agreement was memorialized in an

order pronounced July 21, 2021, by Applications Judge Mason. Britannia later sold the Lands for $60 million.

[3] After several further steps in the litigation, Britannia applied to vacate or reduce the Security. The application was heard on April 24, 2025, and the decision was released on May 28, 2025: ***1951789 Alberta Ltd. v Britannia Block General Partnership Inc.***, 2025 ABKB 324 (the "***AJ Decision***"). The applications judge (the "Hearing Judge") vacated the Security.

[4] UIG appealed the ***AJ Decision***. For the reasons that follow, the appeal is allowed. The Security is reinstated in the reduced amount of $1,408,607.84.

II. Relevant Background Facts

A. The Underlying Litigation

[5] The chronology that follows explains how the Lien and CLP were replaced by the Security and how the ensuing procedural history led to Britannia's application to vacate or reduce the Security and to this appeal.

[6] This litigation arises from the project described above. UIG alleges it has not been paid. On February 4, 2020, UIG registered the Lien. On February 14, 2020, Britannia filed an originating application to remove the Lien and served UIG with a Notice to Prove Lien (the "Originating Application"). UIG filed an affidavit to prove the Lien, but (in part due to the COVID-19 pandemic) questioning on that affidavit did not occur until 2021. Britannia's Originating Application was adjourned *sine die*. UIG also obtained an order on July 10, 2020 requiring Britannia to produce statements of account.

[7] On June 30, 2020, UIG filed a Statement of Claim for the unpaid materials and work (the "UIG Action"). UIG registered the CLP on July 9, 2020. On July 29, 2020, Britannia served a second Notice to Prove Lien, and UIG swore a further affidavit in response. Britannia served its Statement of Defence in the UIG Action on August 4, 2020. By August 2020, two files were proceeding in relation to the project and the Lands: the Originating Application and the UIG Action.

[8] Meanwhile, UIG filed a contempt application on February 4, 2021 regarding the July 10, 2020 Order requiring Britannia to produce statements of account. By agreement, the parties later adjourned the questioning and the contempt application *sine die*. On May 12, 2021, Britannia questioned UIG on affidavits filed in response to the two Notices to Prove Lien.

[9] On June 8, 2021, Britannia applied to post a lien bond for a reduced amount of the Lien and sought security for costs against UIG. On June 30, 2021, Britannia advised UIG that amounts UIG owed to Teodoro Construction Ltd. ("Teodoro") and Wescan Decorating Ltd. ("Wescan")—both subtrades of UIG—had been assigned to Britannia and demanded payment on their behalf.

[10] By consent, on July 21, 2021, UIG agreed to the Security being posted with the Clerk of the Court in lieu of the Lien and the CLP. This followed Britannia's July 19, 2021 notice that the Lien needed to be removed because Britannia intended to sell the Lands. As a result, the Lien and the CLP were discharged from title to the Lands, and $1,595,842.50 was paid into court as security.

Britannia later sold the Lands. Britannia's June 8, 2021 application to reduce the Lien and for security for costs was adjourned.

[11] On August 16, 2021, Britannia applied to compel UIG to answer undertakings. By agreement, that application was adjourned on condition that UIG provide responses by October 15, 2021, as reflected in an order of Applications Judge Mattis dated September 21, 2021. UIG met the deadline. Britannia was not satisfied with the responses and filed an application for "more complete" undertaking responses on December 3, 2021.

[12] On December 13, 2021, Britannia issued a Statement of Claim against UIG for amounts UIG allegedly owed to Teodoro and Wescan arising from the project on the Lands (the "Subtrades Action"). On January 24, 2022, UIG served its Statement of Defence in the Subtrades Action.

[13] By early 2022, the dispute was being litigated in three parallel court files (the Originating Application, the UIG Action, and the Subtrades Action), which informs the parties' competing positions on the delay of proceedings, and on whether the Security should remain in place.

[14] Britannia's application for "more complete" undertakings and UIG's cross-application for a litigation plan were adjourned to March 2, 2022, and then further adjourned by agreement to March 30, 2022 and April 29, 2022. On April 27, 2022, the parties agreed to adjourn these applications *sine die*. On April 29, 2022, by consent, orders were issued requiring UIG to provide additional undertaking responses by May 29, 2022 and to post $15,000 as security for costs in favour of Britannia. UIG complied. The parties then engaged in settlement negotiations.

[15] In June 2023, after settlement negotiations broke down, UIG served Britannia with a summary judgment application returnable for July 14, 2023. That return date was adjourned by agreement. On September 7, 2023, by consent, Applications Judge Prowse adjourned the summary judgment application to a special chambers hearing and set out a litigation plan for the parties to follow. The litigation plan was not followed.

[16] Also on June 7, 2023, Britannia filed an Amended Statement of Defence in the UIG Action showing the assignments of Wescan and Teodoro to Britannia. Britannia also issued a counterclaim in the UIG Action against UIG for the amounts allegedly owing by UIG to Wescan and Teodoro.

[17] On September 18, 2023, UIG filed and served its Statement of Defence to Britannia's counterclaim. Further questioning occurred on September 29, 2023. On October 20, 2023, Britannia served a responding affidavit and a cross-application for summary dismissal, which was filed on November 10, 2023. On December 20, 2023, by consent, Applications Judge Farrington ordered that UIG's summary judgment application and Britannia's summary dismissal cross-application be adjourned *sine die*.

[18] On February 9, 2024, Britannia changed legal counsel from Code Hunter to JSS Barristers. The parties again engaged in settlement negotiations but did not resolve the dispute.

[19] On July 9, 2024, Britannia served its application to vacate or reduce the Security. On July 11, 2024, Mr. Lonardelli swore an affidavit in support of the application on Britannia's behalf. He was questioned on August 6, 2024.

[20] On September 11, 2024, by consent, Applications Judge Farrington set deadlines for affidavits and questioning and set a deadline for the parties to request a hearing date for UIG's summary judgment application and Britannia's summary dismissal application. On the same date, by consent, a further procedural order was granted to address steps to be taken in advance of the hearing of Britannia's application to vacate or reduce the Security.

[21] On September 19, 2024, Mr. Filoso swore an affidavit on UIG's behalf in support of UIG's summary judgment application and in response to Britannia's application to vacate or reduce the Security. He was questioned on October 28, 2024. On October 31, 2024, UIG served its expert report in support of its lien claim and summary judgment application. By January 6, 2025, the parties received confirmation that a special hearing would occur for Britannia's application to vacate or reduce the Security. The summary judgment and summary dismissal applications have not been scheduled and remain adjourned *sine die*.

[22] Britannia's application to vacate or reduce the Security was scheduled for the earliest available date to counsel on April 24, 2025. The ***AJ Decision*** was released on May 28, 2025. UIG appealed and that appeal was heard on January 21, 2026.

B. The Application Judge's Decision

[23] On May 28, 2025, the Hearing Judge issued his reasons for decision vacating the Security that was put in place in lieu of the Lien and the CLP: see ***AJ Decision***. In the ***AJ Decision***, the Hearing Judge considered two distinct approaches to the relief sought. The first was whether, on the facts as known at the time, there was justification for a reduction in the Security. The Hearing Judge found that the most contentious portion of UIG's lien claim arose from a significant construction delay claim supported by expert evidence. He concluded that this issue was highly fact-specific and that the application was not the appropriate forum to determine it, as doing so would encroach upon outstanding summary judgment applications that had yet to be heard. He further determined that UIG's construction delay claim was not specious, as it was supported by expert evidence and might ultimately be found to be claimable. On that basis, he concluded that UIG's lien claim was arguable and that a reduction in the amount of the Security was not warranted.

[24] The Hearing Judge then considered s. 46(2) of the *Prompt Payment and Construction Lien Act*, RSA 2000, c P-26.4 (the "*PPCLA*"). Although Britannia had not relied on that provision, the Hearing Judge concluded it applied by analogy. Reading s. 46(2) in conjunction with s. 48 of the *PPCLA*, he held he had the authority to vacate the Security. He reasoned that the parties were well past the two-year mark under s. 46(2) and that the action did not appear close to resolution or trial-ready. He further held that, even if this statutory approach was not determinative, he retained a general discretion to reduce or vacate the Security, and this was an appropriate case in which to exercise that discretion.

[25] As earlier stated, UIG appealed the ***AJ Decision***. These are the reasons addressing that appeal.

III. Issues

[26] The issues are:

(a) Did the Hearing Judge err in vacating the Security?

(b) If so, what is the appropriate disposition of the Security—should it be vacated or reinstated?

(c) If the Security is reinstated, should it be reduced, and if so, to what amount?

IV. Standard of Review

[27] It is not disputed by the parties that an appeal of an applications judge's judgment or order is *de novo* and that the standard of review is correctness: ***Bahcheli v Yorkton Securities Inc***, 2012 ABCA 166 at para 30.

[28] *Rule* 6.14 of the *Alberta Rules of Court*, Alta Reg 124/2010, governs appeals from an applications judge's decision. An appeal is on the record of proceedings before the applications judge and may include additional evidence if that evidence is relevant and material.

[29] In this case, the parties have filed new evidence, and the evidence is relevant and material.

[30] The record in this appeal includes the following:

(a) The material that was before the Hearing Judge;

(b) An affidavit of Dino Filoso, President of UIG, filed June 23, 2025;

(c) An affidavit of Frank Lonardelli, President of Britannia, filed July 18, 2025; and

(d) A letter dated May 8, 2025 that was sent to the Hearing Judge by counsel for UIG with a copy to counsel for Britannia that was made Exhibit 1, in the appeal.

V. Law and Analysis

A. The *PPCLA* and sections 46 and 48

[31] To begin the analysis, it is important to recognize the unique framework of the *PPCLA*. Builders' lien legislation creates an exceptional statutory remedy: unlike at common law, where subcontractors and suppliers lack privity with owners, the statute permits unpaid parties to lien an owner's land and potentially force a sale to satisfy the debt. When security is posted or paid into court under s. 48, lien rights are transferred to that security. This occurs within an integrated, business-oriented scheme intended to balance owners' interests with those who supply labour and materials, and to achieve practical, cost-effective, and timely resolution of disputed construction debt claims: see ***Tempo Alberta Electrical Contractors Co Ltd v Man-Shield (Alta) Construction Inc***, 2022 ABCA 409 at paras 9–11.

[32] Section 46 of the *PPCLA* states:

> 46(1) A lien that has continued to exist by reason of registration of the certificate of *lis pendens* relating to that lien continues to exist until

(a) the proceedings are concluded, or

(b) the certificate of *lis pendens* is discharged,

whichever occurs later.

(2) Notwithstanding subsection (1), if no trial has been held within 2 years from the date of the registration of the certificate of *lis pendens*, any interested party may apply to the court to have the certificate of *lis pendens* vacated and the lien to which it relates discharged.

[33] Section 48 of the *PPCLA* provides, in part:

48(1) The court may, on application, order that the registration of a lien be removed from the title to the land concerned

(a) where security is given or payment is made into court for

(i) the amount of the claim,

(ii) the maximum amount for which the lien may properly attach under section 18(3) or (4) or 23(3) or (4), or

(iii) such lesser amount as the court determines,

and any costs that the court may fix,

(b) where the relevant lien fund has been paid out under this Act, or

(c) on any ground not referred to in clause (a) or (b) as the court considers proper.

(2) Money paid into court or any security given under subsection (1)

(a) stands in place of the land,

(b) is subject to the claims of the person whose lien has been removed, and

(c) shall not affect the amount required to be retained under section 18(1), (1.1) or (1.2) or 23(1), (1.1) or (1.2).

(3) At any time following service of an application, a party may file with the court and serve on the registered lienholder a notice to prove the lien.

[...]

B. Did the Hearing Judge err in vacating the Security?

1. Did the relief sought by Britannia in its application include s. 46(2) of the *Prompt Payment and Construction Lien Act*?

[34] Applications made by parties identify the relief being sought and the grounds upon which they base their position. The application and supporting affidavit inform the respondent on how to respond to the application for relief being made against them.

[35] Courts should avoid granting remedies not pleaded where there is no consent to the relief being ordered: ***Mazepa v Embree***, 2014 ABCA 438 at para 8; see also ***Saadati v Moorhead***, 2017 SCC 28 at para 9.

[36] Adjudicating an issue not requested or raised by either party deprives the parties of an opportunity to present further evidence or make legal submissions regarding the matter: ***Emkay Canada Fleet Services Corp. v Gemini Corporation***, 2020 ABCA 245 at para 54.

[37] In this case, the relief sought by Britannia was pursuant to the Order of Applications Judge Mason granted on July 21, 2021, that Order in part (at clauses 4, 5 and 6) states:

> 4. The provisions of Section 48(2) of the [*PPCLA*] shall apply to the Security.
>
> 5. The Security shall be held by the Clerk of the Court pending further Order of this Court respecting the enforcement of the Lien or the handling of the Security.
>
> 6. Any party to this Order is at liberty to make further application to this Court, including an application under Section 53 of the [*PPCLA*] for further directions respecting any matter pertaining to the Lien, the Security, or the issues in dispute, including but not limited to:
>
> a. the validity of the Lien;
>
> b. the adjustment of the type or amount of the Security or the extent of its application;
>
> c. the discharge of any further builders' liens registered that are related to or duplicative of the Lien;
>
> d. the establishment and calculation of a lien fund; and
>
> e. the enforcement of an award made in any related arbitration proceedings.

[38] The relief sought by Britannia did not include relief pursuant to s. 46(2). Section 46(2) was not referenced in Britannia's application and, in my view, was not implied. While the practical effect of vacating Security may be to remove a lien-related constraint on an owner, that does not justify importing a distinct statutory remedy without notice to the parties. This was clear from the

application itself, the transcripts of the proceedings before the Hearing Judge, and the submissions of the parties. The Hearing Judge, on his own motion, applied s. 46(2) of the *PPCLA*.

2. Did section 46(2) apply in this case?

[39] As noted above, the *PPCLA* is a unique piece of legislation and as the remedies are all statutory, courts are cautioned that the provisions are to be given a strict interpretation to ensure they properly apply. As the Alberta Court of Appeal stated at paragraph 58 of ***Factors Western Inc v DCR Inc***, 2021 ABCA 433:

> Collectively, these cases state that the general principles of statutory interpretation are subject to modification when builders' lien statutes are being interpreted. Courts must adopt a strict interpretation in determining whether a lien claimant is entitled to a lien, and a liberal approach with respect to whom the statute applies. Similarly, no portion of the *BLA* should be read in isolation. Instead, the *BLA* creates an integrated system where all sections form part of one comprehensive package relating to property and civil rights. Additionally, the *BLA* is a business-oriented statute with practical goals. It strikes a balance that considers all parties in the construction project. Courts must give a practical interpretation to lien rights, so as not to unduly prejudice the rights of owners and third parties. The overall intent of the builders' lien scheme is to ensure that the land which receives the benefit shall bear the burden.

[40] The statutory provisions of the *PPCLA* should be interpreted strictly, and applying sections by analogy should be avoided as this reduces the clarity of the *PPCLA* and contravenes the practical approach it requires. Section 46 is specifically focused on the situation where there is a certificate of *lis pendens* that has yet to be discharged.

[41] Although a lien bond under s. 48 stands in place of the land, as noted in ***Factors Western***, caution should be exercised to ensure that the *PPCLA* is read as a whole. The purpose of s. 46(2) is to remove the encumbrance on the land that a certificate of *lis pendens* and lien create. As noted in the background above, the CLP and associated Lien had been discharged pursuant to the Mason Order.

[42] In ***Whitson Contracting Ltd v Pacific West Systems Supply Ltd***, 2023 ABKB 309, the lien was removed from title after security was paid by way of a lien bond totalling the amount of the lien. There was an application under s. 46(2) of the *PPCLA*. However, as noted at para 15, because there was no longer any *lis pendens* to vacate, Applications Judge Schlosser suggested the more relevant analysis in those circumstances would be a dismissal-for-delay application under *Rules* 4.31 or 4.33. I agree with that approach. Like in ***Whitson Contracting***, there is no *lis pendens* to vacate in this case and relief under *Rules* 4.31 or 4.33 has equally not been sought.

[43] In my view, given that the Lien and the CLP have been discharged from title to the Lands, s. 46(2) was not applicable. Section 46(2) authorizes vacating a certificate of *lis pendens* and discharging a lien; it does not authorize vacating security that has already replaced those instruments under s. 48 and the Mason Order. As such, relief under s. 46(2) would not be available to Britannia in this case, even if Britannia had requested it.

3. Should the Hearing Judge have exercised his discretion to apply section 46(2)?

[44] Even if s. 46(2) applied, the issue was also raised that this was not an appropriate case for the Hearing Judge to exercise his discretion. It is uncontroverted that s. 46(2) is not a mandatory provision, but rather a discretionary one: ***Whitson Contracting*** at para 34.

[45] In the circumstances of this case, it would have been appropriate to have given the parties an opportunity to bring further evidence to address the reasons why trial had not occurred despite several years having passed. Notably, in the ***AJ Decision***, there is the following citation from ***1361556 Alberta Ltd v Ristorante Cosa Nostra Inc***, 2021 ABQB 157 at paras 34-37:

> It has now been about five years since the CLP's were registered at the land titles office, and accordingly the defendants are in a position to bring the application under section 46(2) to have the builders' lien aspect of the claims dismissed.
>
> Subsection 46(2) is not mandatory. That is, the provision merely states that the application may be brought after two years. It says nothing about what the Court should or should not do.
>
> For direction on section 46 we must look to case law. The case law is clear: the onus on such an application is on the lien claimant to explain why there has been a delay. The case law generally does not require too much in the way of explanation, but there must be some explanation.
>
> The important cases on the topic include these:
>
> (a) ***A.R. Baziuk Architect Ltd v Isaak Properties Ltd***, 1984 CanLII 1152: no explanation for the delay at all was given;
>
> (b) ***West Fab Homes Ltd v Duncan***, 1996 ABCA 382: The Court of Appeal accepted a non-litigation delay as a proper explanation: the plaintiff had held off while it waited for advice from the defendants' bankruptcy trustee as to whether it was going to get paid from that source; and
>
> (c) ***Heron Building Co v Sunset Diesel Service Ltd***, 2006 ABQB 137: Master Breitkreuz accepted the explanation that the delay resulted from the plaintiff's insolvency; he then imposed terms on the parties to move the case along.
>
> [Emphasis added].

[46] Despite the direction that a lien claimant should be asked to explain any delay, it does not appear that the Hearing Judge gave UIG that opportunity. In any event, the evidentiary record before the Hearing Judge was insufficient to address an application under s. 46(2). UIG was not on notice that s. 46(2) relief was in issue and was not given a fair opportunity to respond with

evidence and submissions. I therefore find there was no evidence, or insufficient evidence, before the Hearing Judge to properly decide an application pursuant to s. 46(2).

[47] In the result, I find that the Hearing Judge erred in applying s. 46(2) and in failing to give UIG an opportunity to explain why there had been a delay in prosecuting the UIG Action.

C. What is the appropriate disposition of the Security—should it be vacated or reinstated?

[48] Despite my finding that s. 46(2) does not apply in the present case, and that the Hearing Judge was incorrect in finding that it did, that does not end the inquiry. Britannia's application to vacate or reduce the Security remains before me. That relief is sought under the Mason Order (which contemplates further directions respecting the handling, adjustment, or extent of application of the Security) and, in any event, falls within the Court's discretion under s. 48(1)(c) of the *PPCLA* to make such order "as the court considers proper." Since the ***AJ Decision***, the parties have filed new affidavit evidence addressing the steps taken since the Lien and CLP were registered and since they were discharged and replaced by the Security.

[49] On the evidence before me, I find that the Security should be reinstated. Consistent with ***Ristorante*** at para 36, some explanation is required for why a trial has not yet been held. Here, the procedural record—multiple related actions, repeated applications, consent adjournments, and settlement efforts—provides sufficient explanation to decline vacating the Security on this application.

[50] I bear in mind the purpose of the *PPCLA* which is to provide a practical and efficient process by which lien claims can be adjudicated. This is also reflected in s. 49(6) of the *PPCLA*. It is uncontroverted that that is not what has happened here. Nevertheless, although the length of time since the Lien was first filed has been significant, I am not satisfied that in these circumstances, the Security should be vacated on the basis of delay pursuant to s. 46(2), or at all in the circumstances of the facts that are before me.

[51] As can be gleaned from the brief summary of the litigation above, this has been contentious litigation involving multiple actions, several applications, many agreed to adjournments and multiple attempts at settlement that have led to a lengthy and procedurally complicated history. Both parties have suggested that the other has been largely responsible for the delay in getting this matter to trial. I agree with Britannia that the legislation does not require the Court to determine blameworthiness for this delay. The text of s. 46(2) does not mention delay. It is instead an indication that the *PPCLA* seeks to have matters under its ambit move expeditiously, and as such, if no trial has been held within two years of the registration of a certificate of *lis pendens,* parties are entitled to seek to vacate the certificate of *lis pendens*.

[52] In my review of the various steps taken throughout the litigation, this does not resemble a case of inaction or abandonment. The record shows ongoing procedural activity: multiple related actions, repeated applications, consent adjournments, examinations, and intervals of settlement negotiations. As such, without making determinations as to who is most responsible for this protracted litigation, both parties in my view have contributed to its lengthy history. As noted in ***Whitson Contracting*** at para 36, "to the extent that the convoluted procedural history makes this

a borderline delay case, the default should be to let it continue". I conclude that this is not an appropriate case to vacate the Security.

[53] This does not take away other possibilities, such as the extant summary judgment and summary dismissal applications that have been adjourned *sine die* by the parties. I expect the parties to pursue the rest of this action with the expediency that the *PPCLA* requires.

D. If the Security is reinstated, what is the appropriate quantum?

[54] Much of Britannia's argument involved the ultimate validity of the Lien and arguing that UIG has not substantiated it.

[55] As noted by the Hearing Judge, caution is required when assessing the validity of the Lien amount so as not to determine the merits of the lien claims pleaded in the UIG Action. That is not the function of this application. I agree with the Hearing Judge's comments in the ***AJ Decision*** at paras 8–9:

> This is not the place or forum for adjudication of the lien claim, and particularly the delay claim as being valid or not. Such a determination would be tantamount to summary judgment, and in my view it would be inappropriate to indirectly grant summary judgment or summary dismissal in this type of forum to either party. If the issue is to be determined summarily on the facts, it would need to be done in accordance with summary judgment principles. Indeed, there are unheard summary judgment applications outstanding. I view the test on this application to be in the nature of whether there is an arguable claim.
>
> The delay claim as a lien is certainly not specious. It is supported by expert evidence, and it may be of a type that would ultimately be found to be claimable. That would suffice for any factual inquiry regarding security reduction. Once security is posted as here, the lien is no longer registered against the lands so any reduction would need to be done with caution. In my view, the claims as advanced by the plaintiff are arguable, and I am not inclined to reduce or vacate the security solely on the basis of the facts and merits of the dispute.

[56] The Hearing Judge, however, did not appear to deal with the assignment of the claims that underlie the Subtrades Action. Britannia argues that the value of Wescan's and Teodoro's lien claims should be removed from the amount of the Security if it is reinstated, as UIG no longer has that claim against Britannia. UIG argues that, because the Subtrades Action remains separate and has never been consolidated with the UIG Action, the amount claimed in the Subtrades Action is not relevant to this application. Neither party was able to find case law that addresses this scenario.

[57] Ultimately, I agree with counsel for UIG that, as these remain separate actions, reducing the Security to account for the assignments to Britannia is not appropriate on this application. Determining whether, and to what extent, the assigned amounts should be netted out would require findings about the scope and effect of the assignments and their interaction with UIG's lien claim—issues better determined on a proper record in the actions where they are pleaded. Accordingly, the Security in the amount of $1,408,607.84 is reinstated and must be provided to the Clerk of the Court within 45 days of this decision, unless the parties otherwise agree in writing.

VI. Conclusion

[58] In the circumstances, I reinstate the Security in the reduced amount of $1,408,607.84.

[59] Further, similarly to ***Heron Building Company v Sunset Diesel Services Ltd***, 2006 ABQB 137 and ***Ristorante*** at para 84, I find this is an appropriate case in which to exercise my discretion to set terms for the parties to proceed in the expeditious manner the *PPCLA* requires. Pursuant to *Rule* 4.10, I direct that the parties schedule a case conference. I further direct that the case conference include all three extant actions: 2001 08204 (the UIG Action), 2001 02493 (Britannia's Originating Application), and 2101 15171 (the Subtrades Action). The purpose of the *Rule* 4.10 case conference is to address consolidation of the actions, finalize a litigation plan, and identify further procedural steps necessary to bring this matter to final resolution. The parties must attend the case conference prepared, having already discussed the issues and next steps. This case conference may be scheduled before any available Alberta King's Bench Justice. In other words, I am not seized of the matter.

[60] The appeal is allowed. The Security is reinstated in the amount of $1,408,607.84 and must be paid to the Clerk of the Court within 45 days of this written decision, unless the parties otherwise agree in writing.

[61] Costs are awarded to UIG. If the parties cannot agree on costs, either may request an appearance before me through the scheduling clerk to address the amount.

Heard on the 21th day of January, 2026.
Dated at the City of Calgary, Alberta this 13th day of April, 2026.

J.C. Price
J.C.K.B.A.

Appearances:

Joshua Sadovnick and Jose Carballo Marrero
for the Plaintiff/Appellant 1951789 Alberta Ltd. operating as Urban Interiors Group

Sarah Miller and Mike Albert
for the Defendant/Respondent Britannia Block General Partnership Inc.