



[6] Mr. James Tomlinson solicitor for Bridget Daniel confirmed in his email dated July 24, 2024, that Bridget Daniel was the deceased's spouse and sole beneficiary of the residue of Unit 2C-6 Rosebank Drive, Scarborough, Ontario (the "Property"). The Plaintiff also served the endorsement and motion record on Mr. Tomlinson by email.

### **Decision**

[7] For the reasons that follow I am granting the Plaintiff an order for possession of the Property.

### **The Issues**

[8] The issues are:

- Issue 1: Do the materials provide a basis for a finding of liability?
- Issue 2: If so, is the plaintiff entitled to an order for possession?

### **Analysis**

#### **Issue 1: Do the materials provide a basis for a finding of liability?**

##### **Consequences of noting in default**

[9] Pursuant to r. 19.02, having not defended the proceeding, a defendant is deemed to admit the truth of all allegations of fact made in the Statement of Claim.

[10] However, pursuant to r. 19.06 a plaintiff is not entitled to judgment on a motion for judgment or at a trial merely because the facts alleged in the Statement of Claim are deemed to be admitted, unless the facts entitle the plaintiff to judgment.

[11] In particular, r. 19.05 provides that a motion for judgment which involves unliquidated damages shall be supported by evidence given by affidavit.

##### **The test on a motion for default judgment**

[12] The test on a motion for default judgement is: A. What deemed admissions of fact flow from the facts pleaded in the Statement of Claim? B. Do those deemed admissions of fact entitle the plaintiff, as a matter of law, to judgement on the claim? C. If they do not, has the plaintiff adduced admissible evidence which, when combined with the deemed admissions, entitle it to judgement on the pleaded claim? *Elekta Ltd. v. Rodkin*, 2012 ONSC 2062 at para. 14.

[13] I am satisfied that the Plaintiff has established liability based upon the following deemed admissions from the Statement of Claim, together with the evidence from the affidavit of Jerry Wallace.

[14] Morrison Augustin and the Plaintiff entered into a Royal Credit Line/Mortgage Loan as defined in the RBC Homeline Plan Agreement and RBC Homeline Plan Allocation Agreement (the “Loan”).

[15] The indebtedness is secured by a charge dated July 7, 2016 made between Morrison Augustin and the Plaintiff and registered against the Property on July 7, 2016 in the Land Registry Office for the Land Titles Division of the Toronto Land Registry Office (No. 80) as Instrument No. AT4271668 (the “Charge”).

[16] Morrison Augustin is the registered owner of the Property.

[17] Morrison Augustin passed away and his interest in the Loan was transmitted to The Defendant The Estate of Morrison Augustin, Deceased (the “Estate”). The Estate is indebted to the Plaintiff pursuant to the Loan.

[18] The Defendant Bridget Daniel was the spouse of the deceased, Morrison Augustin.

[19] It is a term of the Charge that upon default in payment of any of the indebtedness secured thereunder the principal shall, at the option of the Plaintiff, become due and payable, and the Plaintiff shall be entitled to possession of the charged property.

[20] Default in payment under the Charge occurred on January 30, 2024 and still continues.

[21] The Plaintiff conducted a search of the court’s records on June 26, 2024 and no record was located of the Estate of Morrison Augustin having been probated. Counsel for Bridget Daniel advised the Plaintiff that Ms. Daniel was applying for a Certificate of Appointment as Estate Trustee, but to date the Plaintiff has not received such Certificate.

**Issue 2: Is the Plaintiff entitled to an order for possession?**

[22] The facts entitled the Plaintiff to an order for possession because once a default occurs under the Charge, the Plaintiff is entitled to possession of the charged property.

**Costs**

[23] The plaintiff requests costs to be assessed and I so order.

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Merritt J.

**CITATION:** Royal Bank of Canada v. Augustin Estate, Deceased, 2025 ONSC 3641  
**COURT FILE NO.:** CV-24-00723231-0000  
**DATE:** 20250619

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

ROYAL BANK OF CANADA.

PLAINTIFF

– and –

THE ESTATE OF MORRISON AUGUSTIN,  
DECEASED AND BRIDGET DANIEL

DEFENDANTS

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**REASONS FOR JUDGMENT**

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Merritt, J

**Released:** June 19, 2025