

CITATION: Reburn et al v. Gignac et al, 2025 ONSC 4101
COURT FILE NO.: CV-24-3206
DATE: 2025-06-24

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: Thomas Dudley Reburn and Elizabeth Boyd Reburn, Plaintiffs

AND:

Kristen Alexandra Gignac and 10117897 Canada Inc. o/a Re/Max Metropolis Realty, Defendants

BEFORE: Justice J. Speyer

COUNSEL: *Joseph Doris*, for the Plaintiffs

Anya Shahabi, for the Defendant Kristen Alexandra Gignac

HEARD: June 24, 2025

ENDORSEMENT

- [1] This application arises from a failed real estate transaction. The applicants contracted to buy a property from the respondent. The respondent was unable to provide clear title to the property and thereby breached the agreement of purchase and sale. She then refused to return the \$80,000 deposit paid by the applicants. This application was commenced to secure the return to the applicants of their deposit, together with pre-judgment interest and costs.
- [2] Before the application was heard, the real estate agent for the respondent agreed to, and did, return the deposit to the applicants.
- [3] The respondent agrees that she should pay pre-judgment interest and costs to the applicants but seeks an order that would allow her several years to pay those amounts. She also seeks an order to join her former lawyer who acted for her in relation to the failed real estate transaction as a party to this litigation, because she claims that the former lawyer is responsible for the failure of the real estate transaction, and that therefore they should bear the costs of any order I may make.
- [4] The respondent's motion to join her former counsel as a third party to this application is dismissed. The respondent's claim against her lawyer has nothing to do with the this otherwise very straightforward application and would be based in a completely different cause of action. The damages that the respondent would claim against her former counsel go well beyond what might relate to this application. The respondent is at liberty to initiate a claim against her former counsel if she choses to do so.

[5] The amount of pre-judgement interest claimed by the applicant is not disputed by the respondent. I have fixed the applicant's costs at \$9,000 because that is a fair and reasonable amount. I see no good reason why those costs and interest should not be paid without unreasonable delay. I have allowed the respondent 60 days to pay. I decline to delay payment of those amounts to some uncertain date years in the future.

[6] Order to issue, as signed by me today.

J. Speyer, J.

Date: June 24, 2025