

**CITATION:** Olympia Trust Company v. Sleugh, 2025 ONSC 3544  
**COURT FILE NO.** CV-23-00711556-0000  
**DATE:** 2025-09-12

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

OLYMPIA TRUST COMPANY

Plaintiff

)  
)  
)  
) *Michael A. Katzman and Fahad Warraich,*  
) *lawyers for the plaintiff*  
)  
)  
)

**– and –**

SEDRICK SAMUEL SLEUGH

Defendant

)  
)  
) *Sedrick Samuel Sleugh - Self Represented and*  
) *Acting in Person, the defendant*  
)  
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**HEARD: June 12, 2025**

**REASONS FOR DECISION**

**G. DOW, J.**

[1] The defendant opposed the plaintiff’s request for summary judgment on a shortfall which occurred after the defendant failed to make mortgage payments beginning in November, 2023. The amount claimed was \$118,325.92 plus interest at 12.99% per year from June 21, 2024 and costs on a full indemnity basis. The rate of interest and full indemnity costs were claimed on the basis of terms apparently contained in the mortgage documents agreed to and signed by the plaintiff.

## **BACKGROUND**

[2] The defendant was the owner of a four unit apartment building, 149 Gainsborough Road, Toronto for many years prior to these events. A first mortgage for about \$1.5 million was entered into in or about December, 2022. That mortgage was acquired by Home Trust in November, 2023.

[3] The defendant acknowledged in his submissions this mortgage was about \$8,500 per month and went into default.

[4] The defendant also entered into a second mortgage with the plaintiff for \$180,000 in February, 2023. That mortgage was to mature on March 1, 2024.

[5] In response to its receipt of a Notice of Sale under Charge from Home Trust, the plaintiff made outstanding payments of \$61,666.15 and \$12,735.43 on behalf of the defendant to Home Trust in January and March, 2024. In addition, it initiated this action, originally for possession, in December, 2023.

[6] Subsequently, the plaintiff obtained possession of the property and proceeded under Power of Sale. The property was originally listed on January, 22, 2024 with an asking price of \$2.579 million. Absent offers to purchase, the price was reduced on multiple occasions until April, 2024 when the asking price, now at \$1.999 million, elicited an offer to purchase. This led to negotiations resulting in an Agreement of Purchase of Sale for \$1.935 million being executed on April 5, 2024. The sale closed on June 21, 2024.

[7] During the sale process, the plaintiff incurred various expenses regarding upkeep and maintenance completed by a property management company it retained (unlike the defendant who was previously doing the maintenance largely on his own). The breakdown of the disbursements incurred and the proceeds of sale are detailed in a statement (attached as Exhibit F to the Supplementary Affidavit of the plaintiff's agent, Howard Ivany, sworn July 29, 2024).

[8] The defendant did not prepare and file his evidence in the required form, being sworn affidavits with exhibits. During one of the multiple case conferences conducted, in an attempt to expedite this matter, he was specifically advised of the problem with this approach (endorsement of Justice Callaghan October 4, 2024). However, to assist the defendant, counsel for the plaintiff advised that during the cross-examination of the defendant under oath, counsel had the defendant attest to the various documents uploaded to Case Center. On that basis, it permitted me to consider same.

[9] This included a 13 page appraisal dated March 14, 2024 by one David Wender assessing the property as having a value of \$2.4 million. That evidence, not being in an affidavit or an expert's report was not capable of being cross-examined upon. Thus, in the face of the actual listing of the property and its ultimate sale, it fails to persuade me it should be preferred.

[10] Further, the defendant raised the possibility of an intentional effort by those involved in the sale of the property to depress its value. This submission was made without proof of same. As stated by counsel for the plaintiff, such conduct would be contrary to the plaintiff's interest in recouping the funds it had previously lent to the defendant.

## ANALYSIS

[11] The parties did not dispute that the matter was appropriate for summary judgment. The failure of the defendant to make the required mortgage payments resulted in the property having to be sold was not contested by the defendant. Unfortunately, the sale of the property was not in an amount which equaled or exceeded the sum of the mortgages owed and the various expenses which were incurred in completing the sale.

[12] While the defendant disagreed with the quantum being sought, no reliable evidence was tendered that the plaintiff acted unreasonably or incurred unreasonable expenses. As I explained to the defendant, the issues between the parties arose upon the defendant's failure to make the requisite mortgage payments.

[13] No evidence was tendered as to why this occurred, or for example, the rents being generated from the units in the building.

[14] My review of the evidence of the expenses incurred in completing the sale of the property that the defendant has claimed are adequately documented in the material and are not so unreasonable as to require any judicial intervention.

## CONCLUSION

[15] As a result, the plaintiff shall have judgment against the defendant in the amount of **\$118,325.92** along with prejudgment interest as claimed at the rate of 12.99% per year

commencing June 21, 2024. I calculate same, to this date, (being 449 days at \$42.0821437 per day) to be **\$18,884.88** and award same.

## **COSTS**

[16] As required under Rule 57.01(6) the plaintiff uploaded its Costs Outline setting out a claim for full indemnity fees, disbursements and HST totalling \$27,814.12. The defendant submitted this was excessive. However, in reviewing same and the materials relied on, there appears to have been at least three case conferences. The transcript of the defendant's cross-examination was 41 pages. The hourly rate claimed by senior counsel (called to the bar at 2007) at \$450 per hour was reasonable. The plaintiff attached an Offer to Settle dated July 10, 2024 which was automatically withdrawn as of July 15, 2024 and thus does not attract the provisions of Rule 49. Further, while the costs claimed are described as "Full Indemnity Fees", on the first page, the account sets out a claim for partial indemnity as well as the actual rate. The \$23,025.50 in fees sought was the partial indemnity figure. As a result, I am prepared to award fixed costs in the amount of **\$27,814.12**, inclusive of partial indemnity fees, disbursements and HST.

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Mr. Justice G. Dow

**Released: September 12, 2025**

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