

COURT OF APPEAL FOR ONTARIO

CITATION: Equitable Bank v. Cartel, 2025 ONCA 799

DATE: 20251120

DOCKET: COA-24-CV-1327

Gillese, Pepall and Zarnett JJ.A.

BETWEEN

Equitable Bank

Plaintiff (Respondent)

and

Nicholas Julian Cartel\* and Singa Bui

Defendants (Appellant\*)

Nicholas Julian Cartel, acting in person

Howard W. Reininger, for the respondent

Heard: November 19, 2025

On appeal from the judgment of Justice William S. Chalmers of the Superior Court of Justice, dated October 16, 2024.

REASONS FOR DECISION

[1] The appellant, Nicholas Cartel, appeals from a judgment requiring him to pay \$2,428,476.51 plus interest and to deliver possession of property municipally known as 50 Golfdale Road, Toronto. He also seeks leave to admit fresh evidence.

[2] The respondent, Equitable Bank, made a loan to the appellant that was secured by a first mortgage on the property. The appellant did not repay the loan on its maturity date of November 30, 2023.

[3] In early April 2024, the appellant sought a payout (discharge) statement from the respondent. On April 9, 2024, the respondent, through a law firm, provided a statement “for information purposes only” that set out the total debt as of the date of the letter. This included the principal, interest and expenses. The respondent wrote that the statement could not be used for discharge or payment purposes but was to assist the appellant with arrangements for the funds to discharge the mortgage.

[4] On May 15, 2024, the respondent issued a claim against the appellant for payment under the covenant and for possession of the residence. The appellant did not dispute that the mortgage was in default nor the amount of principal and interest owing. The appellant’s only defence was that the respondent had failed to provide a discharge statement as required by s. 22(2) of the *Mortgages Act*, R.S.O. 1990, c. M.40.

[5] Section 22(2) states:

The mortgagor may, by a notice in writing, require the mortgagee to furnish the mortgagor with a statement in writing,

(a) of the amount of the principal or interest with respect to which the mortgagor is in default; or

(b) of the nature of the default or the non-observance of the covenant,

and of the amount of any expenses necessarily incurred by the mortgagee.

[6] The respondent brought a motion for summary judgment. The appellant advanced his s. 22(2) argument and submitted that he was entitled to a statement that set out the precise amounts required to redeem and that he was unable to obtain financing without a discharge statement. No one argued that the duty under s.22(2) only arises when there is an act of default that results in an acceleration of the mortgage debt and is inapplicable when a mortgage has matured. In any event, the motion judge found that the respondent had complied with s. 22(2) of the *Mortgages Act*.

[7] Without making a determination that s. 22(2) is applicable in the circumstances of this case, we see no basis on which to interfere with the motion judge's factual findings relating to compliance by the respondent.

[8] The motion judge focussed on the substance of the information required by s. 22(2). No particular form of statement was required. It is immaterial that the statement was provided to the appellant by the respondent's law firm. The statement set out the nature of the default, the amount of principal and interest owing and the expenses. Furthermore, there was no evidence that the appellant had sought financing and was turned down due to the form of statement provided.

Lastly, the appellant did not file any evidence that suggests that the amount owing as ultimately reflected in the judgment was excessive.

[9] The fresh evidence is not relevant to the appeal before us.

[10] Leave to admit the fresh evidence is refused and the appeal is dismissed. The appellant is to pay the respondent's costs of the appeal on a substantial indemnity scale fixed in the amount of \$9,600 inclusive of disbursements and applicable tax.

"E.E. Gillese J.A."  
"S.E. Pepall J.A."  
"B. Zarnett J.A."