

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

**B E T W E E N:** )  
 )  
COMMUNITY TRUST COMPANY ) J. Catenacci, for the Plaintiff  
 )  
 )  
Plaintiff )  
 )  
- and - )  
 )  
PEART-WILLIAMS, Monique, ) Self-Represented  
WILLIAMS, Michael )  
 )  
Defendant )  
 )  
 ) **HEARD:** November 13, 2025, by  
 ) video conference

2025 ONSC 6753 (CanLII)

**JUDGMENT**

**DENNISON, J.**

**OVERVIEW**

[1] This is a motion for summary judgment against the defendants with respect to a property located at 2 Erindale Crescent, Brampton. The defendants entered a one-year mortgage. The charge matured on December 13, 2024. The defendants did not pay the full balance owing or renew the mortgage. The defendants continue to reside in the property.

[2] The defendants were assisted in preparing their statement of defence and motion material by their “legal assistant”, Chief Michael. He is not a lawyer. He appears to have embraced and adopted many of the strategies used in “money for nothing schemes” or “debt eliminations schemes” that are based on “the well known and long debunked Organized Pseudolegal Commercial Argument (OPCA)”: see *Bonville v. President’s Choice Financial*, 2024 ABKB 483, at para. 6.

[3] The defences raised in this case are meritless. There is no genuine issue requiring a trial and the arguments raised are an abuse of the Court’s process. I agree with the Associate Chief Justice Nielson’s comments in *Bonville*, at para. 6, that “OPCA are not-law concepts that purport to be actual law, and promise extraordinary authority, benefits, and immunities. Employing pseudolaw is always an abuse of Court processes and warrants immediate Court response.”

[4] The type of defences raised in this motion harm legitimate lenders given the delay and expense of trying to collect on the mortgage contract. Such defences also harm the debtors. Rather than resolve the issue in a timely fashion, the delay results in the debtors ultimately incurring more costs to pay out of the mortgage and costs associated with the litigation.

[5] The plaintiff has demonstrated that there is no genuine issue in this case that requires a trial. For the reasons set out below, the summary judgment motion is granted.

## **BACKGROUND FACTS**

[6] The defendants Monique Peart-Williams and Michael Williams (Mortgagors) own a property with a municipal address of 2 Erindale Crescent in Brampton.

[7] The defendants signed a mortgage agreement for a period of one year commencing December 12, 2023, for the principal amount of \$690,000 and interest at 7.74% per annum. The mortgagee is Computershare Trust Company of Canada. The mortgage required the mortgagors to make monthly payments of \$5,322.20 which included, principle, interest and realty taxes. The mortgagors also agreed to pay certain fees as set out in the standard charge terms.

[8] Computershare acts as a title custodian with respect to certain mortgages granted by borrowers in favour of Community Trust Company (CTC) pursuant to a custodial agreement that allows mortgage loans to be registered in the name of Computershare. Computershare holds no beneficial interest or right in the mortgage. By transfer of charge registered on January 27, 2025, Computershare transferred all its rights, title, and interest in the mortgage to CTC. Article 10.10(a) of the standard charge terms states that the Mortgagors consented to CTC transferring, selling or assigning the mortgage and all its rights under the mortgage.

[9] On November 13, 2024, the defendants defaulted on the mortgage. The mortgage was not renewed or repaid on December 13, 2024 as required. On January 7, 2025, CTC made a demand on the mortgagor for the full balance

outstanding under the mortgage totalling \$707,003.03. No payments have been received. On February 5, 2025, the plaintiff issued a notice of sale under the mortgage.

[10] The plaintiff filed the statement of claim on January 27, 2025. The defendants filed a statement of defence on February 8, 2025.

[11] On June 3, 2024, Justice Doi set a timetable for the summary judgment motion because the defendants had not responded to the plaintiff's proposed timetable. The plaintiff had already filed their motion record. The defendants were to file materials by July 31, 2025. Any reply record was to be delivered by August 11, 2025. The plaintiff's factum was due on August 25, 2025, and the defendant's factum was due on September 26, 2025. The plaintiff filed all material in accordance with the timetable. The defendants filed no material.

[12] On October 2, 2025, an occupancy check was conducted and the defendant Michael Williams answered the door and confirmed that he lived at the property with Monique Peart-Williams. A contact notice was given to Mr. Williams. At the motion, Mr. Williams disputed that there was an occupancy check.

[13] The first motion date was scheduled for October 16, 2025. On that date, the defendants attended with "Chief Michael" and requested an adjournment. The court reluctantly granted the adjournment noting that the defendants had been living in the residence for almost a year without paying the mortgage or discharging

the mortgage. The defendants were to file their responding material no later than October 24, 2025. The court also permitted the defendants to file a paper copy as the defendants indicated they were not computer savvy. The defendants filed an affidavit from “Chief Michael” setting out their defence. The court agreed to hear the motion on November 13, 2025 and stated that the next motion date was peremptory on the defendants.

**PRELIMINARY ISSUE: SHOULD THE COURT GRANT AN ADJOURNMENT?**

[14] The defendants requested a further adjournment as their “legal representative” Chief Michael was “not available” on the date of the motion. As noted, Chief Michael is not a lawyer. The defendants submitted that they require his attendance to assist them. There was no other information put before the court as to why Chief Michael was not available.

[15] I was not prepared to grant a further adjournment. This date was marked peremptory on the defendants. This is the second date for hearing this motion. On June 3, 2025, a timetable was put in place. The defendants did not comply with any of the terms of the timetable. The court reluctantly granted an adjournment of the October 16, 2025 motion date to November 13, 2025 and permitted the defendants to file material late. On the last appearance, the court made it clear that Chief Michael would not be permitted to make submissions in court but could otherwise assist the defendants. The court also made it very clear that the court would not grant any further adjournments and that this matter was peremptory on

the defendants to proceed. The court has the defendants' statement of defence and affidavit of Chief Michael and can consider those arguments so there is little prejudice to the defendants in proceeding. In contrast, the prejudice to the plaintiffs is significant given the delay that has already occurred in this case. In the circumstances, I am not prepared to grant a further adjournment.

### **TEST FOR SUMMARY JUDGMENT**

[16] The plaintiff brings this summary judgement motion pursuant to s. 20.01 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194.

[17] It is the plaintiff's onus to demonstrate that there is no genuine issue that requires a trial. There is no onus on the defendant. However, if the plaintiff demonstrates a prima facie right to the remedy they seek, there is an evidentiary burden placed on the defendant to support its position that there is a genuine issue that requires a trial: *The Toronto-Dominion Bank v. 466888 Ontario Limited*, 2010 ONSC 3798, at para. 2, aff'd 2011 ONCA 149.

[18] The Supreme Court of Canada considered the summary judgment regime in *Hryniak v. Mauldin*, 2014 SCC 7, [2014] 1 S.C.R. 87. At paragraph 66, *Hryniak* instructs that the court is to first determine if there is a genuine issue requiring trial without regard to the fact-finding powers described in Rule 20.04(2.1). No genuine issue requiring a trial will exist if the evidence permits the motion judge to fairly and justly adjudicate the dispute in a timely, affordable, and proportional procedure

under rule 20.04(2)(a). If no genuine issue requiring a trial exists, the motion judge must render summary judgment.

[19] If there appears to be a genuine issue requiring a trial the court should determine if the need for a trial can be avoided using the powers under Rule 20.04 (2.1). This Rule permits the judge to weigh the evidence, evaluate the credibility of a deponent, and draw any reasonable inference from the evidence. In addition, Rule 20.04(2.2) permits the judge to conduct a mini trial for the purpose of exercising the powers under (2.1). The motion judge may exercise those powers, unless doing so would be contrary to the interests of justice.

[20] The overarching concern is whether the summary judgment will provide a fair and just adjudication of the issues. At para. 50 of *Hryniak*, the Supreme Court explained that when a summary judgment motion allows the judge to find the necessary facts and resolve the dispute, proceeding to trial would generally not be proportionate, timely or cost effective. On the other hand, where the judge cannot have confidence in their conclusion, summary judgment is not a proportionate way to resolve a dispute. The trial judge must be sure that they can find the necessary facts and apply the relevant legal principles to resolve the dispute.

[21] In a summary judgment motion, each party must put its best foot forward by setting out in the affidavit material, or other evidence, specific facts showing that there is a genuine issue requiring a trial. For example, if there is a specific fact that

must be proven to succeed at trial and the party having the onus to prove that fact cannot demonstrate there is sufficient evidence, then a trial is unnecessary: *Pammett v. Ashcroft*, 2014 ONSC 2447, at paras. 27 and 29.

## **ANALYSIS**

[22] The plaintiff seeks payment of the money owed under the terms of the mortgage and possession of the defendant's property so that it may be sold, and the plaintiff can recover the money owed. The plaintiff submits that the defendants' mortgage ended in December 2024 and the defendants did not renew the mortgage or pay the mortgage out. The plaintiff submits that the following amounts are owed under the mortgage as of the date of the motion:

Principal balance	\$688,398.25
Interest to February 5, 2025 (per affidavit)	\$16,510.99
Interest from February 6, 2025, to November 13, 2025	\$39,471.60
Property tax account balance	\$2,753.69
Returned payment fees	\$500.00
Payment processing fees	\$285.00
Covenant review fee	\$300.00
Maintenance fee	\$1,000.00
Mortgage enforcement administration fee	\$1,295.00
Discharge administration fee	\$495.00
Property management charges	\$254.25
<b>TOTAL due as of November 13, 2025</b>	<b>751,263.78</b>

[23] The plaintiff's evidence in support of the summary judgement motion includes evidence of the existence of the mortgage, the terms of the mortgage, the

principle owing, and interest. This evidence is uncontradicted. The defendants made no effort to cross-examine the plaintiff prior to the motion. The court is therefore entitled to accept the evidence as accurate: *Toronto-Dominion Bank*, at para 47. In addition, the defendants made several payments under the terms of the mortgage further demonstrating there was a valid mortgage agreement between the parties.

[24] The plaintiff seeks other fees that the plaintiff submits are payable under the mortgage. There is not evidence to make a finding that the payments are owed in relation to two of the fees sought. The plaintiff claims \$500 for returned payment fees. There is no evidence that there were any returned payments. Similarly, the plaintiff seeks \$285 for fees for processing payment fees which relates to the cost of processing late payments. There is no evidence that there were late payments. The plaintiff is therefore not entitled to these fees on summary judgment. All the additional fees sought arise out of the defendants' failure to pay out the mortgage. Those fees were clearly stated as being due in the standard charge terms and are therefore payable to the plaintiff.

[25] The plaintiff has established a prima facie right to summary judgment for \$750,478.78 with a post judgment interest rate of 7.74% as per the terms of the mortgage agreement.

[26] The defendants raise several arguments to suggest that there is no valid mortgage agreement and therefore the defendants do not owe the plaintiff any money. I will address each argument raised by the defendants in their statement of defence and in the affidavit filed on the motion to explain why none of these arguments are capable of advancing an affirmative defence to the plaintiff's claim and therefore the plaintiff has met its onus to grant summary judgment in their favor.

**1. The defendants put the plaintiff to strict proof of the allegations**

[27] The defendants deny all the allegations in the statement of claim and put the plaintiff to the strictest proof of the claim. The court is entitled to rely on the affidavit evidence filed in support of the motion. The defendants made no effort to cross-examine the affiant. That affidavit clearly states that the defendants entered into a mortgage agreement, received money under the mortgage agreement and did not pay the money back when it came due under the terms of the mortgage. The defendants made several payments towards the mortgage further demonstrating that the mortgage existed, and that the defendants were aware of the terms of the mortgage. I am satisfied that the defendants knowingly and voluntarily consented to the mortgage.

[28] In the defendants' affidavit filed in support of the motion, the defendants further submit that there is no mortgage because the plaintiff has failed to produce the original mortgage written in "wet ink". The defendants submit that without the

original document being before the court, the evidentiary requirements are not met under the *Evidence Act*, R.S.O. 1990, c. E.23, s. 12, and the *Electronic Commerce Act*, 2000, S.O. 2000, c. 17, s. 31. There is no merit to this argument. This OPCA argument has been soundly rejected by courts in Canada, the United States, Australia and other commonwealth tradition jurisdictions. As explained by Associate Chief Justice K.G. Neilson in *Bonville*, at paras. 22-23:

As is clear from this review, the wet ink signature OPCA motif is broadly disseminated and used, world-wide. No nation's Courts have accepted this argument as a basis to defeat a lender's claim to collect a debt. All have rejected this argument as baseless and a waste of Court resources. In Canada employing pseudolaw arguments is always abusive. Given the simply absurd basis for the wet ink signature claim as a requirement for a contract, and its repeated rejection by common law tradition Courts, world-wide, I conclude that simply advancing this argument creates a *prima facie* presumption of bad faith, and ulterior motive intentions. Canadian Courts have previously categorized some arguments as so broadly and notoriously false that simply raising these concepts creates a negative presumption, for example employing "Strawman Theory" concepts (*Fiander v Mills*, 2015 NLCA 31 at paras 37-40; *Rothweiler v Payette*, 2018 ABQB 288 at paras 6-21; *Unrau #2* at para 180) and the Three/Five Letters foisted unilateral agreement scheme (*Rothweiler v Payette*, 2018 ABQB 288 at paras 6-21).

I find the UnitedWeStandPeople scheme's using the wet ink signature argument both has no basis in law, and that advancing this claim creates a presumption of bad faith and ulterior purpose intentions by the UnitedWeStandPeople principals and their customers. Put another way, anyone who claims they do not need to pay back a debt on this basis is not acting honestly, but with the intention to scam and defraud the lender and waste Court resources for no valid purpose. In fact and law, there cannot be any other honest intention, if one advances wet ink signature claim.

See also *Royal Bank of Canada v. Anderson*, 2022 ABQB 354, at para. 23.

## **2. The defendants claim the mortgage violates their Constitutional Rights**

[29] The defendants claim that the mortgage violates their constitutional rights under s. 35 of the *Constitution Act*, 1982 and under the *Charter of Rights and*

*Freedoms*, by failing to account for systemic and historical disadvantages faced by the defendants, the defendants' right to life liberty and security of the person, and their equality rights. The defendants stated that the plaintiff failed to act in good faith and has utilized a process that undermines the defendants' constitutional protections. The defendants further submit that the mortgage undermines the defendants' inherent rights as Indigenous people including land rights and that the mortgage transaction constitutes a breach of fiduciary obligations owed by the Crown.

[30] The *Charter of Rights and Freedoms* applies to the actions of the government: *RWDSU v. Dolphin Delivery Ltd.*, [1986] 2 S.C.R. 573, at para 33. The mortgagee is not a government entity and therefore the *Charter* does not apply. Second, even if the *Charter* did apply, the defendants have not provided any evidentiary foundation that they are Indigenous Peoples of Canada nor is there any evidence that the plaintiffs failed to act in good faith. To the contrary, the plaintiffs have acted as they are entitled to under the terms of the mortgage agreement.

**3. There is a promissory note that discharges any of the obligations under the mortgage**

[31] The defendants submit that the promissory note signed as part of the mortgage agreement fully discharged any obligations. The defendants submit in their statement of defence,

the debt was settled in full from the signing of the promissory note, Redeem this asset, re: Bill of Exchange act section 188(3) for settlement under public policy for discharge of debts in accordance with Order in Counsel 16, April 10, 1933/ HJR June 5, 1993, 73 congress, 1<sup>st</sup> Session and all associated policies, UCC 10-104; Canadian Currency Act 1966-67, as non-public money for special as authorized under statutory Authority by the Financial Administration act section 21(1) and 20(3) and the Bills of Exchange Act section 18(3) whereas such transfer/trade shall terminate the obligation hearing.

[32] First, there is no evidence before this court of any promissory note. But regardless of the existence of any promissory note, under the terms of the mortgage, the mortgagee is entitled to obtain the monies owed under the mortgage, not a promise to pay. This is another meritless OPCA argument as explained in *Re Knutson*, 2018 ABQB 858, at paras, 68-71:

[68] Knutson in the Bank of Nova Scotia and Capital One Bank actions argues that his providing of a promissory note which promises that he will at some point pay the outstanding debt fully discharges his obligations. This “a promise to pay is payment” promissory note is cash argument is, in any case, ridiculous, since the end result would be nothing more than “a conga line of promissory notes, each purporting to satisfy the debt of the note one step up the cue”: *Re Boisjoli*, at para 35.

[69] Beyond advancing the fundamentally illogical argument that a promise is a payment, Knutson relies on a quotation of Lord Denning from *Fielding & Platt Ltd v Najjar*:

We have repeatedly said in this court that a bill of exchange or a Promissory Note is to be treated as cash. It is to be honoured unless there is some good reason to the contrary.

[70] Commonwealth Courts have consistently rejected *Fielding & Platt Ltd v Najjar* creates a principle that a debtor may discharge his or her obligations by a paper note that is not backed by actual funds: *Re Boisjoli*, at paras 32-34; *Servus Credit Union Ltd v Parlee*, 2015 ABQB 700 at paras 65-68, 7 Admin LR (6th) 700; *Canadian Imperial Bank of Commerce v McDougald*, at paras 35-37; *Dove v Legal Aid Ontario*, 2018 ONSC 17 at paras 4, 8; *Bank of New Zealand v Donaldson*, [2016] NZHC 1225 at paras 47-52. The modern approach to payment of debt by a promissory note is set in *Child Maintenance and Enforcement Commission v Wilson*, 2014 SLR 46, [2013] CSIH 95. The Denning rule only applies, and a bill of exchange or promissory note only extinguishes a debt, where the lender has agreed in advance to payment in that manner.

[71] Knutson's attempts to 'miracle away' his debts by worthless promissory notes or claims he never received anything of value from his lenders is a further indication that Knutson is potentially an appropriate subject for court access restrictions.

#### **4. Unearned interest and misuse of financial instruments**

[33] The defendants argue that the mortgage agreement is voidable because it involves the collection of unearned interest derived from the securitization of the defendants' debt obligations. The defendants further submit that the plaintiff used the promissory note as a financial instrument on the stock market without providing equal consideration on return.

[34] This argument is meritless. There is no evidence of a promissory note. Moreover, this is yet another OPCA argument that has been rejected by courts in many jurisdictions. The plaintiff is not required to disprove that the debts were securitized. As explained in *Bonville* at para. 31, where this securitization argument is made, it is presumptively done for a false or ulterior motive. In other words, it is an argument made in bad faith.

#### **5. The plaintiff is not entitled to the money because they are recovering double**

[35] The defendants submit that because the plaintiff's interest was indemnified through insurance, it is fraudulent for the plaintiff to recover twice and therefore there is no action against the defendants.

[36] This argument is also meritless on its face and is another OPCA argument. Pursuant to privity of contract only a signatory to a contract may sue for a breach of the contract. This doctrine precludes the plaintiff from relying on the mortgage loan insurance. The plaintiffs are not recovering double the money: see *First National Financial GP Corporation v. Maritime Residential Housing Development Ltd.*, 2013 NSSC 219, at para. 29.

## 6. Fraudulent nature of mortgage and foreclosure process

[37] The defendants submit in their statement of defence that the mortgage contract is void due to fraud and misrepresentation, given the unconstitutional nature of the original contract.

[38] The defendants have filed no evidence to suggest that the defendants were somehow defrauded when they entered the mortgage contact. I have already addressed the constitutional arguments above. There is no basis to find that the mortgage contact was entered into fraudulently.

## 7. The home is consumer goods

[39] The defendants submit in their statement of defence that:

the home is consumer goods, and not being used by the consumers for commerce, profits or proceeds and have no future produce use. In other scenarios where the property is being used to conduct business such as capital goods, asset used for production by businesses to produce goods or services for commerce, profits or process, the statement of claim would have somewhat of a merit, notwithstanding the consumer goods.

[40] This argument is also without any merit. Whether the property is considered a consumer good or is being used for a business, the fact remains that there is a valid contract that requires the defendants to pay what is owing on the mortgage. The use of the property has no bearing on the defendants' obligations under the mortgage agreement.

**8. The mortgage is invalid because land can only be identified with latitude, longitude, metes and bounds**

[41] The defendants submit in their statement of claim that the property is not a consumer good it is a property, and that land can only be identified with "latitude, longitude, metes and bonds [sic]."

[42] There is no merit to this argument. Section 140 of the *Land Titles Act*, R.S.O. 1990, c. L.5 states that "Registered land shall be described in such manner as the land registrar considers is best calculated to secure accuracy". There is no requirement that land can only be identified with latitude and longitude.

**9. The land status is "freehold" and that means the defendants own the land and house outright with no space for a co-owner**

[43] The deed on the property describes the property as freehold. The defendants submit that because the property is described as freehold the defendants own the property outright with no space for co-ownership.

[44] Again, this argument is without merit. Freehold means that the person has a freehold interest i.e. permanent ownership not a lease hold interest. It does not mean that no one else could have an interest in the property or put a charge on the property. If that were the case mortgages would be meaningless, and banks would be giving away money when they became a mortgagee.

### **CONCLUSION**

[45] There is no merit to any of the defences raised by the defendants. The defences raised in the matter are common OPCA defences or variants of those defences. The plaintiff has demonstrated that there is no genuine issue that requires a trial. To permit this matter to go to trial would be an abuse of the court's process.

[46] Summary judgment is granted. The court orders that the defendants pay the plaintiff the sum of \$750,478.78. This order bears post judgment interest at a rate of 7.74% per annum as per the terms of the mortgage agreement. In addition, the court orders that the defendants deliver possession to the plaintiff of the property located at the municipal address of 2 Erindale Crescent, Brampton.

### **COSTS**

[47] The plaintiff seeks costs on a substantial indemnity basis in the amount of \$6,978.61 inclusive of HST. The terms of the mortgage agreement provide for costs on a substantial basis (see s. 7.21.b).

[48] The starting point in determining costs is s. 131 of the *Courts of Justice Act*, R.S.O., 1990, c. C.43, as amended. Section 131 provides that subject to the provisions of an act or rules of the court, “costs... are in the discretion of the court, and the court may determine by whom and to what extent the costs shall be paid.”

[49] Rule 57 of the *Rules of the Civil Procedure* sets out the factors for the court to consider in exercising its discretion with respect to costs in accordance with s. 131 of the *Courts of Justice Act*. Rule 57 lists the following factors for the court to consider:

- (0.a) the principle of indemnity, including, where applicable, the experience of the lawyer for the party entitled to the costs as well as the rates charged and the hours spent by that lawyer;
- (0.b) the amount of costs that an unsuccessful party could reasonably expect to pay in relation to the step in the proceeding for which costs are being fixed;
- (a) the amount claimed and the amount recovered in the proceeding;
- (b) the apportionment of liability;
- (c) the complexity of the proceeding;
- (d) the importance of the issues;
- (e) the conduct of any party that tended to shorten or to lengthen unnecessarily the duration of the proceeding;
- (f) whether any step in the proceeding was,
  - (i) improper, vexatious or unnecessary, or
  - (ii) taken through negligence, mistake or excessive caution;
- (g) a party’s denial of or refusal to admit anything that should have been admitted;
- (h) whether it is appropriate to award any costs or more than one set of costs where a party,

- (i) commenced separate proceedings for claims that should have been made in one proceeding, or
- (ii) in defending a proceeding separated unnecessarily from another party in the same interest or defended by a different lawyer;

(h.1) whether a party unreasonably objected to proceeding by telephone conference or video conference under rule 1.08; and

- (i) any other matter relevant to the question of costs.

[50] Ultimately in fixing costs, the overriding principle is reasonableness and fairness: *Boucher v. Public Accountants Council for the Province of Ontario* (2004), 71 O.R. (3d) 291 (C.A.).

[51] There is a presumption that the successful party is entitled to costs. Clearly the plaintiff was the successful party in this matter.

[52] The mortgage agreement states that costs are to be paid on a substantial indemnity basis. There is no basis to depart from the terms of the mortgage agreement. Moreover, in determining the appropriate scale of costs, the court is also entitled to consider whether the defendants conduct unnecessarily lengthened the duration of the proceedings. I find that the defendants' conduct unnecessarily lengthened the proceedings because the defendants were not ready to proceed on the first motion date and none of the defences had any merit but rather appear to be an attempt to simply delay the inevitable.

[53] The court must also consider the reasonableness of the costs sought. While there was senior counsel was on this file, the file was largely delegated to a more

junior lawyer who charged less, which in turn lessened the costs of the motion. I am of the view that the lawyer's hourly rate and the hours spent on this file are reasonable.

[54] I find that it is fair and proportionate that the defendants Michael Williams and Monique Peart-Williams pay the plaintiff CTC \$6,978.61 in costs.

[55] This costs order bears interest at the rate of 4% per annum.

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Dennison, J.

**Released:** December 2, 2025

**CITATION:** Community Trust Company v. Peart-Williams et al., 2025 ONSC 6753  
**COURT FILE NO.:** CV-25-0439  
**DATE:** 2025-12-02

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

COMMUNITY TRUST COMPANY

J. Catenacci, for the Plaintiff

- and -

PEART-WILLIAMS, Monique,  
WILLIAMS, Michael

Self-Represented

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**JUDGMENT**

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Dennison, J.

**Released:** December 2, 2025