

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Cameo Farms Ltd. v. Baldwin*,
2025 BCSC 2429

Date: 20251209
Docket: S24329
Registry: Fort St. John

Between:

Cameo Farms Ltd.

Plaintiff

And

Janet Kelly Baldwin and Paul Williams

Defendants

Before: The Honourable Justice Hori

Reasons for Judgment

Counsel for the Plaintiff:

J. Burgess

No other appearances

Place and Date of Hearing:

Fort St. John, B.C.
August 21, 2025

Place and Date of Judgment:

Fort St. John, B.C.
December 9, 2025

Introduction

[1] The plaintiff, Cameo Farms Ltd. (“Cameo”), is a company incorporated in British Columbia. It is the owner of property located in Fort St. John, British Columbia with a legal description:

PID: 006-657-729

Parcel A (J10784) of Lot 2 Section 8 Township 84 Range 18 West of the 6th Meridian Peace River District Plan 11168

(the “Property”)

[2] Doris and/or Jerry Baldwin were the initial owners of the Property. They acquired the Property in or about 1977. They transferred the Property to Cameo in March 1987.

[3] When Cameo became the owner of the Property, the shareholders of the company were Doris and Jerry Baldwin. In 1992, Doris Baldwin became the sole shareholder of Cameo and continued as the sole shareholder until her death.

[4] Doris Baldwin passed away on October 22, 2015. Jerry Baldwin passed away shortly thereafter.

[5] Doris and Jerry Baldwin were married and they had five children who are:

- a) Laurie Jean Baptist;
- b) Wesley Baldwin;
- c) Diane Klassen;
- d) Linda Gillespie; and
- e) Janet Kelly Baldwin (also known as Kelly Baldwin), the defendant.

[6] Doris and Jerry Baldwin began the process of a marital separation in or about 2006. Following their separation, Doris Baldwin made a will dated March 9, 2008, in which she appointed her daughter, Laurie Jean Baptist, as the executor and trustee

of her estate (the “Executor”). The Court of Queen’s Bench of Alberta confirmed the appointment of the Executor by a probate order made on April 11, 2016.

[7] On April 11, 2016, Cameo transferred all shares held by Doris Baldwin to the Executor. On April 15, 2016, the Executor became the sole director of Cameo.

[8] The defendants have occupied the Property since Doris Baldwin’s death. Cameo seeks to retake possession of the Property, but the defendants refuse to vacate the Property.

[9] As a result, Cameo commenced this action seeking the following:

- a) a declaration that Cameo is the owner of the Property;
- b) an order for possession of the Property;
- c) an injunction restraining the defendants from remaining in possession or occupation of the Property; and
- d) compensation for occupational rent.

[10] In response to Cameo’s claims, the defendants assert that they are entitled to occupy the Property pursuant to a lease agreement dated June 26, 2005 (the “Lease”).

[11] Cameo seeks judgment against the defendants in this summary trial application.

Procedural Background

[12] Cameo filed its notice of civil claim in this action on December 20, 2018. It filed this application for summary trial on May 15, 2024, with a hearing date for one day during the week of June 17, 2024. The defendants filed their application response on June 5, 2024, along with a supporting affidavit.

[13] The court was unable to hear the application during the week of June 17, 2024, due to a lack of court time. Therefore, the application was re-scheduled for September 25, 2024.

[14] On September 25, 2024, the defendants sought an adjournment of the application. The court adjourned the application to the two-week assize starting on January 27, 2025. The court ordered that the new hearing date was peremptory on the defendants and that the defendants pay \$4,000 in costs in any event of the cause.

[15] The application could not be heard in January 2025 due to a lack of court time again. Therefore, it was set to June 20, 2025. However, the defendants once again requested an adjournment on June 20, 2025. The court granted the adjournment and set the application date for the assize of August 11, 2025, peremptory on the defence. I should note that the adjournment order indicates that the defendant, Paul Williams, did not attend the hearing due to his passing.

[16] Cameo's application came before me on August 21, 2025. The defendant, Janet Kelly Baldwin, did not attend. Supreme Court Scheduling advised me that they had advised the defendant of the hearing date and time by text message. Therefore, I heard the application in the absence of the defendant.

[17] After I heard the application, I received information from Supreme Court Scheduling that the defendant had attended at the court registry inquiring what had happened and suggesting that she was not aware that the hearing was proceeding. As a result of this information, I scheduled a case management conference to allow the defendant to explain why she did not attend at the hearing.

[18] Supreme Court Scheduling advised the defendant of the date and time for the case management conference and the defendant called to confirm her attendance. However, the defendant did not appear at the case management conference.

[19] Therefore, I am issuing these reasons without having heard from the defendant.

Issues

[20] It is clear on the evidence that Cameo is the legal and beneficial owner of the Property. Cameo is the registered owner and there is no evidence that the defendants, or either of them, have a beneficial interest in the Property.

[21] As the legal and beneficial owner of the Property, Cameo is entitled to occupy, possess and control the Property unless the defendants can establish that they have a right to occupy the Property.

[22] The defendants allege that they have a right to occupy the Property pursuant to the Lease granted by Cameo. The issue is whether the Lease is valid, enforceable and subsisting.

Suitability for Summary Trial

[23] Rule 9-7(15) of the *Supreme Court Civil Rules*, B.C. Reg. 168/2009 provides that the court may grant judgment in favour of any party unless:

- a) the court is unable, on the whole of the evidence before the court, to find the facts necessary to decide the issues of fact or law; or
- b) the court is of the opinion that it would be unjust to decide the issues on the application.

[24] After reviewing the evidence and hearing the submissions of Cameo, I find that I am able to find the facts necessary to decide the issues in this case. There is really a single issue in this application. Doris and Jerry Baldwin, the two people who would have had the most insightful evidence on the main issue, are deceased so the quality of their evidence would not change at a trial.

[25] The defence has presented its evidence through affidavits, although no one attended at the hearing to make submissions or interpret the evidence on their behalf. However, I will consider the evidence tendered by the defence.

[26] Cameo has been seeking a resolution to the issues in this case since at least December 2018. Therefore, it is entitled to a resolution without further delay.

[27] Therefore, I find that the issues in this case are suitable for disposition by summary trial.

Evidence of Doris and Jerry Baldwin

[28] Both Doris and Jerry Baldwin are deceased. Therefore, it is not possible for Cameo to tender their direct evidence. However, their evidence is tendered through their children and, as such, is hearsay.

[29] The principled approach to the admissibility of hearsay evidence requires that the hearsay evidence is necessary and reliable before it is admitted. In *R. v. Furey*, 2022 SCC 52, the Court held, at paras. 3-4:

3 This Court has recognized that necessity and reliability — making up the principled approach to hearsay evidence — “work in tandem”; in particular, “if the reliability of the evidence is sufficiently established, the necessity requirement can be relaxed” (*R. v. Baldree*, 2013 SCC 35, [2013] 2 S.C.R. 520, at para. 72). Indeed, “[i]n the interest of seeking the truth, the very high reliability of the statement [can] rende[r] its substantive admission necessary” (*Khelawon*, at para. 86, citing *R. v. U. (F.J.)*, [1995] 3 S.C.R. 764).

4 However, this Court has never said that reliability becomes more flexible as necessity increases. While the indicia of reliability required to address specific hearsay concerns may vary with the circumstances of each case (*Khelawon*, at para. 78), threshold reliability must be established in every case. As this Court affirmed in *R. v. Bradshaw*, 2017 SCC 35, [2017] 1 S.C.R. 865, “the threshold reliability standard always remains high — the statement must be sufficiently reliable to overcome the specific hearsay dangers it presents” (para. 32, citing *Khelawon*, at para. 49). Indeed, where this Court has considered the out-of-court statements of deceased declarants, we have consistently insisted on “circumstantial guarantee[s] of trustworthiness” (*R. v. Smith*, [1992] 2 S.C.R. 915, at pp. 937-38), or “a sufficient substitute basis for testing the evidence” (*Khelawon*, at para. 105). Thus, in all cases, whatever may be the degree of necessity, such evidence must meet the requirement of threshold reliability in order to be admissible.

[30] The relevant evidence that originates from Doris and Jerry Baldwin is:

- a) Doris denied the existence of the Lease and denied signing the Lease to her children before she passed;
- b) When Doris and Jerry were negotiating terms of a marital separation in 2006, neither of them mentioned the existence of the Lease;
- c) In May 2007, Doris Baldwin, as the owner of Cameo, allowed the defendant, Paul Williams, to occupy the Property;
- d) In February 2008, Doris Baldwin and Jerry Baldwin made a complaint to the police stating that the defendants had no right or permission to be on the Property but would not leave;
- e) In April 2008, Doris and Jerry Baldwin issued a notice to end tenancy to the defendants.

[31] In this case, with one exception, the hearsay evidence of Doris and Jerry Baldwin meets the threshold requirement of reliability for the following reasons:

- a) Their evidence is consistent with their conduct at the relevant times;
- b) Their evidence is recorded in writing for purposes not connected to this action;
- c) Their statements are made to persons in authority; and
- d) Their evidence is about representations made during negotiations in a marital separation in which their interests were not aligned.

[32] The one exception to the reliability analysis is the evidence from Doris' children that Doris denied the existence of the Lease and denied signing the Lease. I cannot rely on this evidence because the denial must have been made after 2008 when the children became aware of the Lease. By that time, Doris Baldwin was suffering from dementia, and the medical information suggests that she may have

been susceptible to being influenced by suggestions. In a medical record dated April 7, 2008, Doris Baldwin's physician, Dr. Zirk, writes:

However, I do believe Doris would be able to voluntarily sign a legal document indicating which of her family members she would like to have acting on her behalf in dealing with her personal/medical and financial decisions and understand in the moment what she is doing if she is presented with all of the options and information. During my meetings with Doris, her husband and the other family children that attended, Doris was able to be taught in the moment and agreed that she needed help in making decisions for her personal and financial care and was able to be taught her options. Thus, I believe Doris is able, when presented with choices, to indicate who she wishes to help her in these matters of her own free will. And with informed consent. She needs to be taught this each time and I believe she would make the same choices each time. Thus, with the proper instruction from her lawyer, I do believe Doris could provide informed consent in signing documents of enduring power of attorney and agency for the personal directive. This is not to say that Doris can retain the information for any length of time. A short time later, she may not be able to describe what she just decided or what the importance of it was.

[33] Further, the evidence that Doris denied the existence of the Lease is tendered through the affidavit of the children who seek to invalidate the Lease in this action. Accordingly, I have a concern that this evidence may be tainted by the personal interests of the deponents.

[34] Accordingly, I will not rely upon the evidence that Doris denied the existence of the Lease and denied signing it. However, that does not relieve the defendants from their obligation to prove the authenticity and validity of the Lease.

[35] The foregoing reliability concerns do not apply to Jerry Baldwin.

[36] I will limit my consideration of the hearsay evidence from Doris or Jerry Baldwin. However, given the nature of the controversy, some reliance on their evidence is necessary in the truth-finding exercise. Doris was the principal of Cameo and it is her signature on the Lease that Janet Kelly Baldwin relies upon.

[37] Jerry Baldwin lived on the Property for years during his marriage to his spouse. He had a beneficial interest in the Property as the spouse of Doris Baldwin.

Therefore, he would have had knowledge of any dealings with the Property in the relevant time period.

[38] Accordingly, I find that the evidence of both Doris and Jerry Baldwin is necessary and reliable except as it relates to Doris' denial of the Lease. Therefore, I will consider their evidence, other than the denial, to the extent that it is necessary for my decision.

The Lease

Does the Lease Convey an Interest in the Property?

[39] The defendants rely upon a document dated June 26, 2005, and entitled "TENANCY AGREEMENT" as the Lease which gives them the right to occupy the Property. The Lease states that it is a "TENANCY AGREEMENT" between Cameo and Janet Kelly Baldwin. The Lease is purportedly signed by Doris Baldwin. However, the operative words conveying the purported lease interest are:

I DORIS ALETHA BALDWIN agree to lease my property (described above) of 20.6 acres in its entirety to KELLY JANET BALDWIN for 99 years (ninety-nine years). She may break the lease sooner if she wishes or pass the lease on to any descendents she may have in the future. (lease is ONE DOLLAR \$1.00 per month)

[40] In my view, the language of the Lease does not convey a lease interest in the Property because the owner of the Property, as of June 26, 2005, was Cameo and not Doris Baldwin. The Property was transferred to Cameo in 1987 and Cameo continued to be the family property of Doris and Jerry Baldwin in 2005. Therefore, Doris Baldwin did not have the capacity or authority to lease the Property to Janet Kelly Baldwin.

[41] Since Janet Kelly Baldwin did not appear at the hearing, I do not have the benefit of her submissions. However, she may have argued that notwithstanding the wording of the Lease, Doris Baldwin signed the document as an authorized representative of Cameo. However, I am not prepared to make such an inference without the defence submission and Cameo's response. In any event, I will also decide the issue on other grounds.

Is the Lease Valid?

[42] The defence relies upon the Lease which is purportedly signed by Doris Baldwin. However, there is no indication on the document that anyone witnessed Doris apply her signature. There is also no evidence from anyone attesting to being present when Doris Baldwin signed the Lease.

[43] There is also no evidence that Doris Baldwin understood the effect of the Lease. Janet Kelly Baldwin deposes that Doris Baldwin saw a lawyer concerning the Lease, but the correspondence from that lawyer suggests that no legal advice was given and no Lease document was prepared by or signed before the lawyer.

[44] Under many circumstances, the signature of a signatory to a document is sufficient to confirm the validity of the document. However, in circumstances where the validity of the document is in question, the appearance of a signature may not be sufficient to establish that the document was validly executed.

[45] The onus is on the defence in this case to establish that the Lease is authentic and that it was validly executed by Doris Baldwin. Due to the significant evidence that is inconsistent with the Lease having been executed by Doris Baldwin, I am not satisfied that it was

Communications about Separation

[46] The Lease is dated June 26, 2005. In 2006, Doris and Jerry Baldwin began the process of a marital separation. They both had legal counsel who were in communication about the division of property. The most significant family asset was the Property. However, in the communications between counsel in respect of property division, neither counsel made mention of the existence of the Lease.

Licence to Occupy

[47] By June 26, 2005, Janet Kelly Baldwin and Paul Williams were in a romantic relationship and living on the Property. On May 22, 2007, as the owner of Cameo, Doris Baldwin signed a document that granted Paul Williams the right to live on the Property in an abandoned bus and to store his possessions on the Property (the

“Tenancy Agreement”). The Tenancy Agreement commenced on May 22, 2007 and ended on January 1, 2008.

[48] The granting of the Tenancy Agreement is inconsistent with the existence of a Lease to Janet Kelly Baldwin. If the Lease existed as alleged, there would be no need for the Tenancy Agreement since Paul Williams could simply occupy the Property through Janet Kelly Baldwin and her Lease.

Communication to the Police

[49] The Tenancy Agreement commenced on May 22, 2007, and terminated on January 1, 2008. On February 12, 2008, Doris and Jerry Baldwin made a complaint to the RCMP about Janet Kelly Baldwin and Paul Williams. In their complaint, Doris and Jerry Baldwin write:

They [referring to the defendants] DO NOT have any right or permission to be on the acreage. At this point, Kelly and Paul have numerous things stored on the acreage. They have NEVER paid any rent or storage fees for being there ever in their lives for using the acreage. We have asked them to leave many times but they will not go. We are now asking help from the RCMP and FSJ to tell both Kelly and Paul that they must take all their belongings and VACATE THE PREMISES IMMEDIATELY.

[50] This complaint to the RCMP is inconsistent with the existence of the Lease.

Notice to End Tenancy

[51] The Tenancy Agreement provided that in exchange for his labour on the Property, Paul Williams was allowed to live in the bus on the Property from May 22, 2007, to January 1, 2008.

[52] On March 19, 2008, Doris and Jerry Baldwin issued a 10-day notice to end tenancy to Paul Williams and Janet Kelly Baldwin pursuant to the *Residential Tenancy Act*, R.S.B.C. 2002, c. 78. A Dispute Resolution Officer from the Residential Tenancy Branch (the “RTB”) conducted a hearing at which Paul Williams agreed to vacate the Property. As a result, the RTB issued an order of possession requiring Paul Williams to deliver possession of the Property to Doris and Jerry Baldwin.

[53] The reasons issued by the Dispute Resolution Officer, dated April 15, 2008, deals with the claim by Janet Kelly Baldwin that she had a lease over the Property. The officer deals with the lease issue as follows:

Ms. Baldwin, stated she had items stored at the named rental unit property and was a tenant as she had at lease with the landlord Doris Baldwin that extended beyond 20 years. The lease was not provided in evidence, therefore, no determination can be made on whether or not there is jurisdiction under the Residential Tenancy Act for the issuance of an order of possession against her.

[54] Until the existence of the Lease was revealed at the RTB hearing, none of the Baldwin children had heard about the Lease.

[55] Shortly after the RTB hearing, Janet Kelly Baldwin attempted to register the Lease against title to the Property. The Land Title documents show that on June 27, 2008, Janet Kelly Baldwin submitted the Lease to the Land Title Registry for registration. She signed the transfer form as the “authorized signatory” for Cameo when she had no such authority.

[56] The Land Title Registry rejected the registration but the timing of when Janet Kelly Baldwin revealed the existence of the Lease raises a serious concern about the authenticity of the Lease because:

- a) the existence of the Lease was not revealed until the RTB hearing three years after the date of the Lease;
- b) even though Janet Kelly Baldwin suggested that she had a Lease on the Property at the RTB hearing, she did not produce the Lease document at the hearing;
- c) Janet Kelly Baldwin had not registered the Lease against title to the Property for three years until she attempted to do so after the RTB hearing on June 27, 2008; and
- d) the children of Doris Baldwin, other than Janet Kelly Baldwin, had no knowledge of the Lease.

[57] Based on the foregoing circumstances, I am not persuaded that the Lease was executed by Doris Baldwin on June 26, 2005. Accordingly, I find that the defendants did not have a right to occupy the Property after January 1, 2008.

Occupational Rent

[58] Cameo claims compensation for occupational rent from the defendants if the Lease is not valid. The compensation claimed is a nominal amount of \$5,000. However, Cameo has not directed me to any evidence on which I can rely to set the rental amount. Therefore, I must deny the claim for occupational rent on the basis that there is no evidence to establish the rent payable.

Summary of Orders

[59] Based on the foregoing I make the following orders:

- a) Cameo is the owner of the Property in fee simple;
- b) The Lease is not a valid or enforceable lease;
- c) Cameo is entitled to possession of the Property;
- d) The defendants, and any other occupants of the Property, must deliver vacant possession of the Property to Cameo within 30 days of this order;
- e) If the defendants, or any other occupants of the Property, fail to remove their personal property from the Property within 30 days, Cameo may dispose of any such property;
- f) The defendants will pay the costs of enforcing the terms of this order, if any, that are incurred by Cameo; and
- g) Cameo's claim for occupational rent is dismissed.

[60] An injunction restraining the defendants from remaining in possession of the Property is not necessary. The order requiring the defendants to deliver possession of the Property to Cameo is sufficient.

Costs

[61] Cameo has been successful in this action. The defendants did not appear at the hearing for summary trial. Therefore, Cameo is entitled to costs of the action against the defendants.

“D.K. Hori J.”

HORI J.