

CITATION: Sullivan v. Culic et al, 2026 ONSC 23
COURT FILE NO.: CV-25-0000182-00
DATE: January 2, 2026

SUPERIOR COURT OF JUSTICE – ONTARIO

IN THE MATTER OF THE *Substitutes Decisions Act, 1992, S.O. Chapter 30, as amended,*
AND IN THE MATTER OF A POWER OF ATTORNEY GRANTED BY ROBERT THOMAS OWERS

RE: Kelly Sullivan, Applicant

AND:

Clinton Harrison Culic, Veritasa Law Office Professional Corporation and the Public Guardian and Trustee, Respondents

BEFORE: Muszynski J.

COUNSEL: Albert Brunet, for the Applicant

No one in attendance for Clinton Harrison Culic and Veritasa Law Office

No one in attendance for the Public Guardian and Trustee

HEARD: December 3, 2025

ENDORSEMENT – MOTION FOR INTERIM RELIEF

[1] This motion involves a request by the applicant to amend the notice of application to add a party and for interim relief related to lawyer, Clinton Harrison Culic, and his law firm, Veritasa Law Office. The allegations against Mr. Culic arise out of his actions as attorney for property for an incapable client. The allegations are serious and include misappropriation of funds.

[2] On the morning the motion was scheduled to be heard, counsel for the applicant advised the court that the parties had reached a consent order. Mr. Culic did not file materials on the motion and did not attend at the hearing of the motion. The Public Guardian and Trustee (“PGT”) did not attend but advised counsel for the applicant to share that the PGT consented to the proposed amendment and did not take a position to the remainder of the motion.

Background

[3] Robert Thomas Owers is 84 years old and suffers from vascular dementia. Mr. Owers was determined to lack capacity to make decisions related to his personal care and property on

November 28, 2023. Mr. Owers is a widower. He has two children – his daughter, the applicant, and his son, Robert Owers. Due to their shared names, to avoid any confusion, I will refer to Mr. Owers' son as "Rob" in this endorsement.

[4] Mr. Culic is both a family friend of Mr. Owers and his long-standing lawyer. On December 6, 2018, Mr. Owers executed a continuing power of attorney for property appointing Mr. Culic as the primary attorney for property and the applicant as the alternate attorney. On the same day, Mr. Owers executed a continuing power of attorney for personal care appointing the applicant as the primary attorney for personal care and Mr. Culic as the alternate attorney.

[5] Rob is in his 50s. He does not have a fixed address, is often homeless, and has frequent interactions with the criminal justice system. There is limited information in the evidentiary record about the relationship between Mr. Owers and Rob before Mr. Owers lost capacity. The applicant and her brother are estranged.

[6] Rob was not originally named as a respondent in this application. On this motion, the applicant seeks an amendment to the application to name Rob as a respondent. There is no issue with respect to this portion of the motion. Rob is a proper party to this application.

[7] After Mr. Owers' diagnosis, he moved from his residence into St. Lawrence Lodge, a long-term care facility. Mr. Culic suggested to the applicant that it would be prudent to sell Mr. Owers' real property and invest the proceeds. The sales were completed by November of 2024 and the funds, approximately \$405,000, were deposited into Mr. Culic's law firm trust account.

[8] In April of 2025, Mr. Culic reported to the applicant that he had arranged a private loan with a 12% interest rate secured with a collateral second mortgage on a valuable piece of commercial property with substantial equity as an investment opportunity for Mr. Owers' funds.

[9] Mr. Culic did not disclose to the applicant that he was the borrower. He did not disclose that the first draw on this "loan" had been made on November 15, 2024 from the proceeds of the sales of Mr. Owers' real property that his law firm was holding in trust. There is no indication that this "loan" was ever formalized in any way. There is no indication that a mortgage was ever placed on any property owned by Mr. Culic to secure the loan.

[10] In addition to the funds from the proceeds of the sales of Mr. Owers' real property being held in trust by Mr. Culic, Mr. Owers has RBC investment accounts, totalling approximately \$700,000.

[11] In July of 2025, Mr. Culic was communicating directly with RBC regarding these investment accounts. Specifically, in an email on July 22, 2025 Mr. Culic informed RBC that funds would be withdrawn from Mr. Owers' investment accounts and used as a line of credit to finance a major renovation to a private borrower's personal residence, which would be secured by a collateral mortgage at 12% per annum. Mr. Culic noted that the borrower was a close friend of Mr. Owers and that he was prepared to reveal the name of the borrower to the applicant on the condition that she not reveal the name of that person to anyone else.

[12] RBC would not allow Mr. Culic to withdraw funds from Mr. Owers' investment accounts without a legal opinion with respect to how the proposed loan would meet the requirements of s. 37(3) and (4) of the *Substitute Decisions Act*, 1992, S.O. 1992, c. 30. Mr. Culic did not provide a legal opinion to the satisfaction of RBC. Accordingly, RBC refused to allow Mr. Culic to withdraw funds from Mr. Owers' investments.

[13] In response, Mr. Culic emailed RBC stating that he would "hire the most expensive estates and trust lawyer at Gowlings and she will teach them a lesson they will not soon forget". In the same correspondence, Mr. Culic requested that RBC prepare the necessary paperwork to close out Mr. Owers' investment accounts, transfer \$150,000 to Clint H. Culic in trust, and transfer the balance to Scotia Bank in trust for Mr. Owers.

[14] On August 5, 2025, Mr. Culic emailed the applicant and advised that it was time to move Mr. Owers' investments from RBC to another bank.

[15] The applicant had understood that a private loan had been arranged from the proceeds of the sale of Mr. Owers' real property, not from withdrawing funds from the RBC investment accounts. The applicant became concerned and started making inquiries. On August 18, 2025, the applicant learned for the first time that Mr. Culic personally was the borrower in relation to the loan that had already been advanced and was the intended borrower of additional funds withdrawn from Mr. Owers' investments.

[16] Mr. Culic followed up with the applicant by email on August 21, 2025 requesting that she do him a big favour and make sure that the bank pays out the \$150,000 to him in trust "ASAP" so he would not have to "jump through hoops".

[17] Following the sale of Mr. Owers' real property, the applicant requested a full accounting of all funds received and expenses paid by Mr. Culic. It took repeated requests for Mr. Culic to provide a complete accounting. Once this occurred, the applicant became deeply concerned with many of the expenses, including Mr. Culic's fees, payments to Rob, and transfers to Mr. Culic and his law firm personally totalling approximately \$118,000. Mr. Culic advised the applicant that he used those funds advanced to him personally as a line of credit to finance renovations.

[18] With respect to payments to Rob, the evidentiary record demonstrates that Rob would routinely show up at Mr. Culic's office requesting money, oftentimes in an aggressive manner. Mr. Culic's correspondence suggests that he had to call police on occasion in response to Rob's behaviour in his office. Mr. Culic seems to have kept cash on hand to provide Rob from Mr. Owers' accounts for "support" for Rob. When the applicant questioned Mr. Culic about the basis for these "support payments" Mr. Culic suggested that Mr. Owers would want to make sure Rob was supported. Mr. Culic further seems to take the position that Rob is dependant on Mr. Owers and thus entitled to these "support payments". There is no court order or other formal agreement that suggests that Mr. Owers is required to support Rob financially.

Proposed Consent Order

[19] Counsel for the applicant announced that he had reached an agreement with Mr. Culic with respect to terms of a consent order for this motion. It should be noted that the entirety of the application has been scheduled for March 30, 2026.

[20] The proposed consent interim order provides for the application to be amended to name Rob as a respondent. As noted previously, I have no issue with this relief sought.

[21] The remainder of the proposed consent interim order provides:

- Mr. Culic shall transfer funds he is currently holding in trust for Mr. Owers to counsel for the applicant's firm to hold in trust.
- Mr. Culic be prevented from accessing Mr. Owers' RBC investment accounts.
- Mr. Culic shall continue to make, without prejudice and subject to future accounting, payments to Rob in the amount of \$1,500 on a bimonthly basis from Mr. Owers' RBC chequing account.
- Mr. Culic shall make further disclosure as requested by the applicant.
- The applicant shall ensure Mr. Owers' monthly expenses are paid from Mr. Owers' RBC chequing account

Analysis

[22] While the relief sought on the ultimate application involves the removal of Mr. Culic as Mr. Owers' attorney for property, the proposed consent interim order does not include such a term. As expressed to counsel for the applicant, from my review of the evidence filed on this motion, I have very serious concerns about Mr. Culic's actions.

[23] Given the terms of the proposed consent interim order, I also question the utility in Mr. Culic retaining his position as attorney for Mr. Owers' property.

[24] The email communications between Mr. Culic and RBC, Mr. Culic and the applicant, and Mr. Culic and counsel for the applicant show a level of desperation and urgency on the part of Mr. Culic to gain access to funds. I queried whether it would be appropriate to make an interim order removing Mr. Culic as Mr. Owers' attorney for property and replacing him with the applicant, who was named as alternate by Mr. Owers.

[25] Counsel for the applicant acknowledged the seriousness of the situation but noted that the proposed consent interim order would prohibit Mr. Culic from accessing the RBC investment accounts and transfers the remainder of the funds held in trust by Mr. Culic's firm to counsel for the applicant's firm. Theoretically, it is only the RBC chequing account, that has a more modest balance, that Mr. Culic would be able to access. Given that Mr. Culic has already delegated much of the payment of Mr. Owers' ongoing expenses to the applicant already, it is contemplated that

the only reason that Mr. Culic would have to draw from the RBC chequing account would be to make payments to Rob.

[26] Further, counsel for the applicant noted that his client had not sought interim relief to remove Mr. Culic as attorney for property at this motion. Counsel suggested that making such an order without notice to Mr. Culic, the PGT, or Rob, could be problematic.

[27] Accordingly, I will reluctantly sign the proposed consent interim order as drafted. In the event that the applicant wishes to bring a further motion, with notice to the parties, before the application is heard I would be willing to hear it on short notice if it can be accommodated by the court.

Muszynski J.

Date: January 2, 2026