IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *10163563 Manitoba Ltd. v. 1411541 BC Ltd.,* 2026 BCSC 13

Date: 20260107
Docket: S259681
Registry: New Westminster

Between:

10163563 Manitoba Ltd., 1463672 BC Ltd.
Smart Truck Sales Inc. and Jaspreet Singh

Plaintiffs

And:

1411541 B.C. Ltd., 1341414 BC Ltd.,
Sarabjit Singh Lally, Amrit Singh Lally,
Prabhjeet Kaur Lally, Kulvinder Kaur Lally
BG Bridgeview Ventures Inc., Jaswant Singh Johal,
and Investa Prime Realty Inc.

Defendants

Before: The Honourable Justice Lawn

Reasons for Judgment

In Chambers

Counsel for the Plaintiffs:	D. Gautam
Counsel for the Defendants 1411541 B.C. Ltd., 1341414 BC Ltd., Sarabjit Singh Lally, Amrit Singh Lally, Prabhjeet Kaur Lally, Kulvinder Kaur Lally and BG Bridgeview Ventures Inc:	E. Miller T. Rodgers
No other appearances	
Place and Dates of Hearing:	New Westminster, B.C. December 4, 17 and 18, 2025
Place and Date of Judgment:	New Westminster, B.C. January 7, 2026

Introduction

[1] This application to remove four certificates of pending litigation ("CPLs") is brought by seven of the defendants in the above-named action (the "Applicants"). The underlying lawsuit was commenced on September 19, 2025, by Notice of Civil Claim (the "NOCC"), alleging that the defendants misappropriated $1,403,000 that the plaintiffs provided to them for the purpose of purchasing properties on South Sumas Road in Chilliwack, British Columbia.

[2] The plaintiffs allege that the defendants used the funds towards four other, unrelated properties instead. On that basis they claim a constructive trust and have filed CPLs against each of four Surrey, B.C. properties fully described in the NOCC, which are:

a) The "Bridgeview Properties", at 12561 King George Boulevard (PID: 003-718-638) and 12562 112A Ave, (PID: 003-718-719); and

b) The "Residential Properties", at 10710 132 Street (PID: 009-721-495) and 10702 132 Street (PID: 003-827-470).

[3] One of the four CPLs was registered later than the other three, such that initially the Applicants sought cancellation of the three filed CPLs and an order that the plaintiffs were not entitled to a CPL over the fourth property. As the fourth CPL has now been registered, the Applicants seek removal of all four. I do not understand there to be any issue as to this position.

[4] The Applicants now apply for the removal of the CPLs on the basis that the plaintiffs have failed to meet the requirement that the pleadings disclose an interest in land as required by s. 215(1) of the *Land Title Act*, R.S.B.C. 1996, c. 250 ("*LTA*").

[5] In the alternative, they apply under ss. 256 and 257 of the *LTA* for the removal of the CPLs over the two Bridgeview Properties on the basis of hardship. They say that these CPLs are preventing them from securing necessary financing.

[6] Procedurally, this matter came to me in Chambers on December 4, 2025. The plaintiffs urged me to refuse to hear it given a late-filed affidavit, and given its similarity to another matter involving CPLs and the same defendants but a different plaintiff, *Thind v. 1411541 BC Ltd.*, et al, New Westminster Registry, No. 259846 (the "Thind Proceeding"). The Thind Proceeding had already been heard in part by Justice Lamb, as to the hardship piece, and in part by Justice Norell, as to the s. 215 application which decision was under reserve. The same counsel appeared in both matters. Another application was planned to address further issues on the hardship matter.

[7] The Applicants pointed to the urgency surrounding the financing, which led to their stated need for a determination ideally by year's end and certainly by January 15, 2026. The unavailability of plaintiffs' counsel through most of this time period further complicated the situation.

[8] In the end, both counsel agreed that I would hear the s. 215 portion of the application in the remaining time available that day in Chambers, and complete the application at 9 a.m. at a date later in December, with counsel for the plaintiffs appearing remotely. This gave the plaintiffs the opportunity to consider and reply to the late-filed affidavit, which addressed issues in the hardship portion of the application. It also increased the likelihood that a decision would be available on the s. 215 application in the Thind Proceeding, providing an opportunity to consider what impact, if any, that decision would have on the determination of the s. 215 question in this matter.

[9] As it transpired, two additional chambers appearances were required, which the registry and I were able to accommodate on December 17 and 18. In addition, during the ensuing days, the Thind Proceeding was resolved without requiring a decision.

The Legal Framework

[10] Section 215(1) of the *LTA* provides:

> **215** (1) A person who has commenced or is a party to a proceeding, and who is
>
> (a) claiming an estate or interest in land, or
>
> (b) given by another enactment a right of action in respect of land,
>
> may register a certificate of pending litigation against the land in the same manner as a charge is registered, and the registrar of the court in which the proceeding is commenced must attach to the certificate a copy of the pleading or petition by which the proceeding was commenced, or, in the case of a certificate of pending litigation under Part 5 of the *Court Order Enforcement Act*, a copy of the notice of application or other document by which the claim is made.

[11] The law relating to the court's jurisdiction to remove a CPL where the pleading fails to meet the criteria of asserting an interest in land, was recently summarized by Justice Laurie in *Deol v. Hans*, 2024 BCSC 2254:

> [41] A CPL is an extraordinary pre-judgment mechanism intended only to protect a valid claim to an interest in land until issues can be resolved: *Chen v. Jin*, 2019 BCSC 567 at para. 8; *Persad v. Chahal*, 2024 BCSC 728 at para. 6.
>
> [42] To register and maintain a CPL against land, a party must claim an interest in that land: *LTA,* s. 215(1)(a); *Memphis Blues BBQ International Ltd. v. P.K. Johnson Inc.*, 2024 BCSC 497 at para. 17 [*Memphis Blues*]; *Treasure Bay HK Limited v. 1115830 B.C. Ltd*., 2024 BCSC 294 at para. 39 [*Treasure Bay*].
>
> [43] This court has inherent jurisdiction to cancel a CPL based on a pleading which fails to meet the threshold criteria of asserting an interest in the land subject to the CPL: *Lipskaya v. Guo*, 2022 BCCA 118 at para. 64; *Memphis Blues* at para. 19; *Treasure Bay* at para. 41.
>
> [44] An application brought under s. 215 of the *LTA* to discharge a CPL is determined solely on an examination of the pleadings filed in support of the CPL; no evidence is adduced. The simple question will be whether or not the pleadings disclose a proprietary claim for an interest in land. If the pleadings do not disclose the requisite proprietary claim, the CPL must be cancelled and discharged: *Xiao v. Fan*, 2018 BCCA 143 at para. 27; *Yi Teng Investment Inc., v. Keltic (Brighouse) Development Ltd.*, 2019 BCCA 357; *Mahal v. Lally*, 2023 BCSC 2500 at para. 2.
>
> [45] It is improper to file a CPL as leverage to secure a financial claim or as a negotiating tool in litigation: *Drein v. Puleo*, 2016 BCSC 593 at paras. 8, 10.
>
> [46] An interest in land is claimed where title may change as a result of the proceedings: *Lipskaya* at para. 64; *Mahal* at para. 2.
>
> [47] An interest in land cannot be based solely on unsubstantiated assertions with no factual underpinning, whether they are ultimately proved to be true or not. Such an extraordinary and powerful pre-trial tool must be

> grounded in more than mere conjecture: *Wai* at para. 21, citing *1077708 BC Ltd. v. Agri-Grow Farm Services Ltd.*, 2019 BCSC 977 [*Agri-Grow*].
>
> [48] The notice of civil claim must be read as a whole: *Batth v. Sharma*, 2024 BCCA 29 at para. 30.
>
> [49] The court can cancel a CPL where damages would be an adequate relief: *Lipskaya* at para. 64, citing *Wai* at paras. 26–28.
>
> [50] If a CPL is cancelled because the pleadings were inadequate when the CPL was filed, the plaintiff can seek to amend the pleadings to disclose a claim to an interest in land and subsequently file a valid CPL: *Bilin v. Sidhu*, 2017 BCCA 429 at para. 68; *Wai* at para. 22.

[12] I will return to the decision in *Deol*, below.

[13] In this case, the interest in land alleged is a constructive trust. Formerly, cases such as *11179727 B.C. Ltd. v. Bold and Cypress (Grange) GP*, 2020 BCSC 1435 suggested that a plaintiff claiming a constructive trust in property must plead that a remedy in damages would be inadequate.

[14] As the Court observed in *Treasure Bay HK Limited v. 1115830 B.C. Ltd.*, 2024 BCSC 294, however, more recent caselaw suggests that there is no immutable rule to that effect: see the discussion culminating at paras. 111–116.

[15] What is clear, is that there must be a nexus or link shown between the claim and the property in question.

[16] In *Wai v. Chung*, 2020 BCSC 34, Justice D. MacDonald stated at para. 20 that “an interest in land must be established through the pleadings; a mere assertion with no proper factual foundation is insufficient.” She cited *Chen v. Jin* 2019 BCSC 567 and *1077708 BC Ltd v. Agri-Grow Farm Services Ltd.*, 2019 BCSC 977 [*Agri-Grow*] in this regard, stating:

> [21] In both *Chen* and *1077708 BC Ltd. v. Agri-Grow Farm Services Ltd.*, 2019 BCSC 977 [*Agri-Grow*], the plaintiffs alleged certain funds paid by the plaintiff were misappropriated by the defendant to maintain and preserve the subject properties. In both decisions the court held there was no information in the pleadings about how the property was maintained. There was no specified time period identified and there was no indication of how much money was misappropriated. These bald assertions, without a foundation as to how the money flowed from the defendants to the properties, did not meet the threshold of claiming an interest in land. As stated by Justice

> Murray in *Agri-Grow* at para. 39: “An interest in land can not be based solely on unsubstantiated assertions with no factual- whether they ultimately are proved to be true or not- underpinning. Such an extraordinary and powerful pre-trial tool must be grounded on more than mere conjecture.”

[17] While MacDonald J. expressed “some sympathy” for the plaintiff’s position that she was not in possession of all the relevant documents, she remained unpersuaded, on the facts before her, that the funds were sufficiently connected to the property to satisfy the requirements of s. 215 of the *LTA*: see para 30.

[18] In its decision in *Batth v. Sharma*, 2024 BCCA 29, relied on by the plaintiffs, our Court of Appeal distinguished both *Wai* and *Agri-Grow* on the basis that in those cases, there was no pleaded allegation that the defendants held interests in the subject properties:

> [40] *Agri-Grow* was cited with approval by Justice D. MacDonald in *Wai v. Chung*, 2020 BCSC 34 [*Wai*], at para. 21, where she similarly found that the pleadings lacked a factual foundation sufficient to support a CPL. MacDonald J. noted that the plaintiff there did not plead an interest in the subject property or any direct link between the allegedly misappropriated funds and the purchase of the property (at para. 27).
>
> [41] *Agri-Grow* and *Wai* are distinguishable. *Agri-Grow* involved a lease dispute in which the defendants allegedly breached the lease by failing to pay the contractually required rent. The plaintiff alleged that the principal of the defendant misappropriated an unstated amount of funds from the defendant that would otherwise have gone to paying the rent and used those funds to maintain a wholly unrelated property. Justice Murray quite properly held that the pleadings lacked the factual foundation to support a CPL. There was no pleaded allegation that the defendants even held an interest in that unrelated property.
>
> [42] The facts of *Wai* are closer to this case in that the claim alleged misappropriation of investment funds that were improperly used by the defendants to purchase personal property. However, as MacDonald J. found, the pleadings were manifestly deficient for the purpose of supporting a CPL given that no interest in the property was pleaded.
>
> [43] In my view, the NOCC here does not suffer from the same defects. Read as a whole, the NOCC discloses a claim to an interest in the Properties. Mr. Sharma pleads that he paid money based on fraudulent misrepresentation and that money was then wrongly used towards the acquisition of, or increasing the equity in, the Properties. Mr. Sharma seeks a tracing of the loan funds and any profits made from wrongful use of those funds. He also pleads that the Batths and ICGS would be unable to pay monetary damages. If his facts as pleaded are assumed true, they support the substantive constructive trust claim.

[19] In *Deol*, however, there was no issue as to the defendant's interest in the subject property which was described as "the defendant's property" in the NOCC (para. 52) and as the defendant's residence by Laurie J. (para. 10). Justice Laurie still found a failure to plead an interest in land sufficient to sustain the CPL, suggesting that even where the pleadings set out the defendant's ownership interest in the subject property, the court may still find a failure to plead a sufficient nexus between the claim and the property. I observe that *Batth* was before Laurie J. in *Deol.*

[20] Accordingly, this case turns on whether the plaintiffs' pleadings are sufficient to demonstrate such a nexus, or set out only a "bald assertion" such that the CPL must be removed.

Analysis

i) Notice of Civil Claim

[21] The provisions of the NOCC relevant to this matter are as follows:

> 14. [The Defendants] Prabhjeet and Kulvinder [Lally] are registered owners as joint tenants of the real property located at and legally described as:
>
> a. 10702 132 Street, Surrey B.C.…; and
>
> b. 10710 132 Street, Surrey B.C.…[together: the Residential Properties]
>
> 15. [The Defendant BG] Bridgeview [Ventures Inc.] is the registered owner of real property located at and legally described as:
>
> a. 122561 King George Boulevard, Surrey BC…; and
>
> b. 12562 112A Street Surrey, BC…[together the Bridgeview Properties].
>
> …
>
> 18. Sarabjit, Amrit, and their companies represented that they were in need of short-term financing and offered a return of 11 % annually, with monthly payments of $60,000 over 20 months. They agreed that in the event of default, interest would accrue at 16% per annum and the full principal would become due immediately (the "Verbal Contract").
>
> 19. Specifically, Sarabjit approached Jaspreet in May of 2023 on the pretext that he needed financial help to complete on a Contract of Purchase and Sale for properties located at 45063 and 45083 South

> Sumas Road Chilliwack BC. The properties have a legal description as follows:
>
> a. PID: 009-651-071 LOT 1 DISTRICT LOT 280 GROUP 2 NEW WESTMINSTER DISTRICT PLAN 12235
>
> b. PID 007-537-794 LOT "F" DISTRICT LOT 280 GROUP 2 NEW WESTMINSTER DISTRCIT PLAN 22793
>
> (the "South Sumas Properties")
>
> **The Advanced Funds**
>
> 20. Between May 2, 2023, and January 16, 2024, the Plaintiffs advanced a total of $1,403,000 to the Defendants, either directly or through a related entity, in reliance of the Verbal Contract with the understanding that the funds would be repaid with interest.
>
> 21. The money was advanced without a formal written agreement but were made pursuant to a consistent course of dealings and verbal assurances from the Defendants regarding repayment and use of funds for real estate development at the South Sumas Properties and the Verbal Contract. The Plaintiffs were led to believe that they would either be repaid or would receive a 50% beneficial interest in the South Sumas Properties and be included as equal partners in the development project, with profits shared proportionally.

[22] The NOCC went on at para. 22 to particularize nine separate advances, most by bank draft or cheque, from various entities to various defendants, from May 2, 2023, to January 16, 2024.

[23] The most important part of the NOCC for this application is paras. 38 to 41, wherein the plaintiffs plead how the misappropriated funds were allegedly used, stating:

> **USE OF THE FUNDS**
>
> 38. At all times material Bridgeview, Prabhjeet, and Kulvinder knew or ought to have knoewn [sic: known] that the Funds were provided for the specific purpose of paying the purchase price of the South Sumas Properties so they were impressed with a trust.
>
> 39. The Plaintiffs allege that the Funds instead of completing on the South Sumas Properties have been misappropriated by the Defendants who had express and or implied knowledge that the Funds were impressed with a trust, to various properties owned or controlled by the Defendants, including but not limited to the King George Property, the 112A Property, the 10702 Property, and the 10710 Property. The Funds have been used for mortgage payments, maintenance, property taxes, and development costs of the King George Property, the 112A Property, the 10702 Property, and the 10710 Property

> 40. As such, the Plaintiffs plead that Bridgeview holds the King George Property and 112A Property on a constructive trust for the Plaintiffs' benefit, to the extent that the Plaintiffs' funds were used for acquisition, mortgage payments, maintenance, or improvements to these properties.
>
> 41. The Plaintiffs plead that Prabhjeet and Kulvinder hold the 10702 and 10710 Properties on a substantive constructive trust for the Plaintiffs' benefit to the extent that the Plaintiffs' funds were used to support obligations on title, including mortgage servicing, upkeep, or property tax payments.

[24] Then under “Part 3: Legal Basis”, the NOCC states:

> 7. The Defendants used the Misappropriated Funds, in whole or in part, to pay for mortgage payments, property taxes, maintenance, and development expenses associated with real estate properties in British Columbia. As a result, the Plaintiffs claim that the Defendant hold those properties, or an interest therein, on a constructive trust for the benefit of the Plaintiffs.
>
> 8. The Plaintiffs claim a right, title, or interest in the Property, sufficient to establish a certificate [of] pending litigation against the title to it with the commencement of the action pursuant to section 215 of the Land Titles Act, R.S.B.C. 1996, [c].250.

[25] Before turning to examine whether these pleadings are sufficient to maintain a claim for an interest in land under s. 215, I will deal with an issue raised by the Applicants pertaining to documents incorporated by reference.

ii) Documents incorporated by reference

[26] It is settled law that an application to remove a CPL for failing to disclose an interest in land must be determined on the pleadings: *Deol* at para. 44 and the cases cited therein.

[27] The Applicants argue that I can incorporate the “Verbal Contract” referenced in para. 18 and thereafter in the NOCC as a document “incorporated by reference”, citing *Montaigne Group Ltd. v. St. Alcuin College for the Liberal Arts Society*, 2023 BCSC 1257 at paras. 28–30 [*Montaigne*]. They posit that their evidence in the form of an affidavit of Mr. Amrit Lally exhibiting “documents surrounding the Verbal Contract” can be incorporated and provides a full answer as to exactly what the parties agreed to when the advances were made under the “Verbal Contract”, which the Applicants say the plaintiffs misstate.

[28] In *Montaigne*, the applicants submitted that a joint venture agreement could be incorporated by reference in their s. 215 application. Justice Majawa noted that he was not taken to any case in which this had occurred, but observed that our Court of Appeal in *Yi Teng Investment Inc. v. Keltic (Brighouse) Development Ltd.,* 2019 BCCA 357 ("*Yi Teng*") had considered at paras. 45–47 whether the court could have reference to a contract to "illuminate the substance of the pleadings" in such an application. The Court in *Yi Teng* found it unnecessary to determine the question.

[29] In *Montaigne,* Majawa J. held that he could have regard to the joint venture agreement at issue in the case before him, as it had been specifically incorporated into the pleading by reference. He added:

> [31] These circumstances are analogous to the situation where the court is permitted to refer to documents incorporated by reference in a pleading when considering an application to strike under Rule 9-5(1)(a) of the *Rules*.
>
> [32] In those applications, Rule 9-5(2) prohibits the admission of evidence. However, the court has determined that it may refer to documents incorporated in the pleadings by reference to them: *Shoppers Drug Mart v. Mang*, 2021 BCSC 928, at para. 14, and the many cases that are referenced therein.
>
> [33] Reference to documents specifically incorporated in the pleadings may assist the court in ensuring that a party who registered a CPL does not use "artful" pleading in support of its claim for an interest in land or such documents can be used to "illuminate the substance" of the pleading.
>
> [34] Consequently, I have decided that I may have limited reference to the JVA in my determination of whether the pleadings support an interest in land. However, reference to the JVA does not detract from the requirement that the pleadings are not to be read broadly, nor does it permit me to weigh the merits of Montaigne's case.

[30] The plaintiffs argue that an application such as this must be determined solely on the pleadings, and that Mr. Lally's affidavit evidence is therefore inadmissible.

[31] I would be prepared to consider a document specifically incorporated in the pleadings by reference in an appropriate case, for the reasons stated by Majawa J. He refers to the caselaw under Rule 9-5(2) as analogous.

[32] Under that line of cases, our Court of Appeal has explained that the reason referring to such a document does not offend the prohibition on the receipt of

evidence is that the document "is not evidence but, rather, part of the pleading itself": *Situmorang v. Google, LLC*, 2024 BCCA 9 at para. 67. The Court explains that a court ought not to engage in interpretative issues that go beyond its limited role of determining whether it is plain and obvious that the facts pleaded, assumed to be true, do not disclose a cause of action.

[33] The applicant's proffering of Mr. Lally's affidavit evidence as to the "documents surrounding the Verbal Contract" – which contract the applicants say the plaintiffs misstate – goes beyond the incorporation of a document by reference, as in *Montaigne*. It requires me to engage in an interpretative exercise, assessing what these documents signify and whether they give rise to the "Verbal Contract" as alleged by the plaintiffs. This is outside my role on this s. 215 application. I therefore decline to consider this evidence.

iii) Sufficiency of pleadings – the "bald assertion" argument

[34] The Applicants' central position is that the NOCC amounts to the sort of bald assertion that was held to be insufficient in *Deol*, *Wai*, and *Sidhu v. Nagpal*, 2025 BCSC 443.

[35] The plaintiffs distinguish *Wai*. There, the plaintiffs failed to plead that the defendants held an ownership interest in the property over which the CPL was filed: *Wai* at para. 27; see also *Agri-Grow* at para. 36.

[36] The plaintiffs are correct in terms of the deficiencies in the pleadings in those cases. That does not, however, end the matter.

[37] In *Deol*, as in this case, there was no issue as to the pleading of an ownership interest of the defendants in the subject property. Justice Laurie set out the pleadings at para. 52 of her reasons and there did not appear to be any doubt that the property in question, which was described by its address and legal description, was "the Defendant's Property."

[38] Despite not finding this particular deficiency, Laurie J. went on to find that the plaintiffs failed to plead a sufficient nexus between the claim and the defendant's residential property in that case. She stated:

> [60] The plaintiffs plead that the defendant used part of the sale proceeds of the Lands towards mortgage payments, utilities, preservation, or maintenance of the Residential Property, but the pleadings do not disclose when or during what period of time this occurred. There was also no information provided as to the existence of a mortgage or mortgages in relation to the Residential Property, when they might have been obtained, what amounts were involved, or how the Residential Property was being preserved or maintained.
>
> [61] I am cognizant that the plaintiffs do not have to adduce evidence at this stage. However, as Justice Murray stated in *Agri-Grow* at para. 38, there must be some basis for the allegations advanced to support the interest in land. Here, among other things, in my view, the pleadings do not sufficiently disclose a temporal connection between the claim and the Residential Property due to the absence of basic facts such as relevant dates. In these circumstances, the bare assertion of tracing, in my view, does not get the plaintiffs over the threshold.

[39] In my view the same is true here. The pleadings do not disclose a temporal connection between the claim and the properties. The NOCC does not plead when or how the defendants allegedly used the funds towards the acquisition, mortgage payments, maintenance, property taxes and development costs of the properties. Further, it does not disclose what amount of funds were used, when the properties were acquired, how long the Defendants lived at or operated the properties, what mortgages existed on the properties, and how the properties were maintained or developed with the use of the funds.

[40] The plaintiffs argue that the nexus is made out because the pleadings set out that the plaintiffs made payments to the defendants pursuant to the alleged verbal contract. The NOCC also sets out the dates that the funds were paid by the plaintiffs to the defendants, which the plaintiffs stated in argument makes the payments contemporaneous with the maintenance of the properties and thus establishes a nexus. What the pleadings do not set out, however, was what the defendants allegedly did with the funds paid by the plaintiffs, and when they did it.

[41] Certainly a constructive trust may arise when a party fraudulently uses another's money towards payment, acquisition or maintenance of property. It is also clear that pleadings must be read as a whole, as the Court noted in *Batth*. In that case, it was pleaded both that the plaintiffs' funds were converted, for which a tracing remedy was sought, and that they were used for the acquisition or increase of certain units in a business that was wholly owned by two of the defendants: see the decision in Chambers, filed as *Sharma v. Lifetec Construction Group Inc.,* 2022 BCSC 1569 at paras. 17-19 and Appendix A. As noted above, the Court of Appeal's decision in *Batth* was before Laurie J. in *Deol*.

[42] In conclusion, I am satisfied that the law as articulated in cases like *Deol* requires more than a mere assertion that funds were fraudulently diverted into a specific property. Details such as dates, information as to the existence of a mortgage or mortgages, and information about how and when the property was acquired or is being maintained would provide "some basis" to support the finding of a pleaded basis for an interest in land here: *Deol* at para. 62, *Agri-Grow* at para 38.

[43] I am sympathetic to the plaintiffs' position that some of the information that the applicants say is missing is uniquely available to the defendants: for example the amount of mortgage payments. Some, however, is not, such as the date of acquisition of the subject properties, or whether there are even mortgages on title. Like Macdonald J. in *Wai* (see para. 30), I find that this concern is not a sufficient reason to find that the pleadings threshold has been met in this case.

[44] A CPL is an extraordinary and powerful pre-trial tool. It must not be used as leverage to secure a financial claim, or as a negotiating tool. It must rest on more than unsubstantiated assertions and conjecture: *Deol* at paras. 45, 62.

[45] Given my conclusion on the s. 215 application, it is unnecessary for me to address the Applicants' alternative position that the CPLs over the Bridgeview Properties ought to be cancelled due to hardship under ss. 256 and 257 of the *LTA*.

iv) Leave to file a new CPL

[46] The Applicants also apply for an order that the plaintiffs be required to seek leave of the court before filing any further CPLs against the properties, citing *Beijing Tian Zi Property Group Trading Ltd. v. Jia*, 2021 BCSC 423 at para. 48 [*Beijing*].

[47] The plaintiffs argue that *Bilin v. Sidhu,* 2017 BCCA 429 at para. 68, and other cases, entitle them to file another CPL if the pleadings support it. I agree with the plaintiffs on this point.

[48] In *Beijing*, the defendant sought leave to amend his pleadings before the CPL was cancelled. I do not understand the plaintiffs in this matter to be taking this position. As Justice Lyster articulated at para. 48 of *Beijing*, the plaintiffs may amend their pleadings, and if they fulfil the requirement to properly claim an interest in land, they may refile a CPL.

Summary and Conclusion

[49] The application under s. 215 of the *LTA* is granted: the four CPLs registered against the properties described at paras. 1–2 of the Notice of Application are cancelled and shall be removed by the Registrar of Land Titles, with costs in the cause.

"Lawn J."