

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: Guy Lacroix, Applicant

-and-

Martine Plouffe, Respondent

BEFORE: Justice A. Doyle

COUNSEL: Justin Novick-Faille for the Applicant

Roger Trudel for the Respondent

HEARD: January 20, 2026 at Ottawa

REASONS FOR DECISION

[1] The applicant, Guy Lacroix, has brought an application for the following:

- Declaration that is the sole owner of the property at 65 Stirling, Ottawa (“property”);
- Declaration that the respondent, Martine Plouffe’s, share is subject to a resulting trust in the applicant’s favour;
- An order that the respondent’s name be removed from title of the property; and
- An order permitting the applicant to execute documents on behalf of the respondent to affect the transfer or in the alternative an order dispensing with her signature.

[2] The respondent has brought forward a number of issues:

- That this matter be transferred to the Family Court for adjudication as the parties were in a conjugal relationship when the property was purchased;
- As a common law spouse she has a claim of unjust enrichment and Family Court has jurisdiction.

- That as a joint tenant, she is *prima facie* entitled to ½ interest in the property; and
- There was a family joint venture;

[3] For reasons that follow, the court transfers this matter to Family Court as the acquisition of the property arose in a conjugal relationship and the issues of title to the property and unjust enrichment are in the sole jurisdiction of Family Court.

[4] Despite the fact that the court will not adjudicate this issue as this matter belongs in Family Court, the court will set out the legal principles and summarize the evidence to assist the court who will ultimately determine these issues. I am not making findings of fact.

[5] The pleadings filed in these proceedings are deemed to be pleadings in the Family Court. A case conference must be held in Family Court to discuss the pleadings, next steps and the determination of this issue, subject to the discretion of the court, on a paper record by way of a summary judgment.

Preliminary issues

[6] The respondent requested permission to file an affidavit of the respondent dated January 7, 2026. The applicant objected as cross-examination had already taken place and this was outside the timeline that had been ordered by the court.

[7] For oral reasons given, the court admitted the affidavit primarily because in this type of case, evidence setting out the applicant's intention at the time of the acquisition of the property and the circumstances of the parties is important.

[8] The respondent did not then request an adjournment to respond to the affidavit or to cross-examine the respondent.

[9] Both parties requested that the court proceed. Both parties believed that the court had all the evidence before it for it to determine the issues.

Background

[10] The parties commenced dating in July 2018.

[11] They had an on and off relationship and when residing together they lived at a rental unit on Lyon Street in Ottawa.

[12] The parties differ on the length of time of cohabitation. Suffice to say the parties had several periods of reconciliation. The respondent states that the separation occurred in April 2021.

[13] The parties did not hold joint funds or a joint bank account.

[14] On the passing of the father of the applicant on June 15, 2019, the applicant inherited the sum of \$150,000.

[15] The applicant wished to purchase an income producing investment property where he could rent out units and one unit could be a residence.

[16] In July 2019, the applicant was told by a mortgage broker that while his inheritance provided an appropriate down payment, he would not qualify for a mortgage on his own due to his inconsistent income from employment.

[17] The mortgage broker told the applicant that he would require a co-borrower to obtain approval for a mortgage and that person would have to be on title.

[18] He asked his mother who declined for personal reasons. The record before me shows that she was not considered an appropriate co-borrower.

[19] He asked the respondent who agreed to be a co-signor on the mortgage.

[20] Both parties signed the agreement of purchase and sale (APS) for the purchase price of \$750,000 and a down payment of \$25,000 was supplied solely by the applicant. This is evidenced by the cheque filed.

[21] The mortgage application was completed by the parties on November 14, 2019, and it indicated that it would be used as a conjugal home.

[22] The parties were approved for the mortgage financing on November 26, 2019 for the amount of \$695,925 with a 25 year amortization and a 2.6% interest rate with a maturity date of December 2, 2024.

[23] The transaction closed on December 2, 2019 and the parties do not recall if they were advised to obtain Independent Legal Advice or discussed a bare trust agreement.

[24] The applicant paid the funds due on closing in the amount of \$62,539.68 and the incidental costs including the home inspection of \$593.25.

Applicant's position

[25] The applicant alleges that the respondent agreed that she would not do anything to remove his sole interest in the property and that she would not contribute to the purchase or the upkeep.

[26] There is a dispute as to who contributed to the carrying costs of the property. The applicant has filed his bank statements showing payments on the mortgage, etc.

[27] He has also shown that he collected the rent from the three units as evidenced in the bank accounts. He managed the property, and the respondent did not contribute, nor did she provide evidence of any contribution.

Respondent's position

[28] The respondent submits that she gave up her credit rating to be on this mortgage for several years. This encumbrance affected her ability to obtain credit and she is entitled to compensation for that sacrifice.

[29] In addition, she has provided documentation confirming her locating the tenants, managing the renovations, purchasing items for the renovation and assisting in the acquisition such as being present at the home inspection.

[30] She argues that her financial and non-financial contribution should be considered by way of unjust enrichment and since the parties were a couple, this matter should be determined in Family Court.

Discussion

The application

General legal principles

[31] The law of equity presumes bargains, not gifts: see *Pecore v. Pecore*, [2007 SCC 17](#), at para. [24](#).

[32] *Nishi v. Rascal Trucking Ltd.* 2013 SCC 33 at para 1

[1] A purchase money resulting trust arises when a person advances funds to contribute to the purchase price of property, but does not take legal title to that property. Where the person advancing the funds is unrelated to the person taking title, the law presumes that the parties intended for the person who advanced the funds to hold a beneficial interest in the property in proportion to that person's contribution. This is called the presumption of resulting trust.

[2] The presumption can be rebutted by evidence that at the time of the contribution, the person making the contribution intended to make a gift to the person taking title. While rebutting the presumption requires evidence of the intention of the person who advanced the funds *at the time of the advance*, after the fact evidence can be admitted so long as the trier of fact is careful to consider the possibility of self-serving changes in intention over time.

[33] The relevant issue is the intention of the grantor at the time of the transfer, when the funds were advanced: see *Nishi*, at paras. [30 and 41](#).

[34] The Court of Appeal in *MacIntyre v. Winter*, [2021 ONCA 516](#), confirmed that a joint tenancy and the right of survivorship is not sufficient to rebut the presumption of a resulting trust. At para. 33, the Court of Appeal provides an example of a purchase money resulting trust where grantor and the grantee are joint tenants. At para. 40:

[40] In order to establish a gift, Ron had to satisfy three conditions: there must be (1) an intention to make a gift on the part of the donor, without consideration or expectation of remuneration; (2) an acceptance of the gift by the donee; and (3) a sufficient act of delivery or transfer of

the property to complete the transaction: *McNamee v. McNamee*, [2011 ONCA 533](#), 106 O.R. (3d) 401, at para. [24](#).

[35] See *Andrade v. Andrade* 2016 ONCA 368 at 57-58:

[57] “A resulting trust arises when title to property is in one party’s name, but that party, because he or she is a fiduciary or gave no value for the property, is under an obligation to return it to the original title owner”: *Pecore v. Pecore*, [2007 SCC 17](#), [2007] 1 S.C.R. 795, at para. [20](#).

[58] A purchase money resulting trust can occur “where a person advances a contribution to the purchase price of property without taking legal title”: *Nishi v. Rascal Trucking Ltd.*, [2013 SCC 33](#), [2013] 2 S.C.R. 438, at para. [21](#). It is one of the “classic resulting trust situations” and can arise when a party contributes directly to the purchase price or the mortgage: Eileen E. Gillese, *The Law of Trusts*, 3rd ed. (Toronto: Irwin Law, 2014) at pp. 113-15. In *Kerr v. Baranow*, [2011 SCC 10](#), [2011] 1 S.C.R. 269, at para. [12](#), Cromwell J. noted that it has been “settled law since at least 1788 in England (and likely long before) that the trust of a legal estate, whether in the names of the purchaser or others, ‘results’ to the person who advances the purchase money”.

[36] In *Falsetto v. Falsetto* 2024 ONCA 149 the Court of Appeal allowed where it was clear that the father and son wished to purchase property but if they took the property only in their names there would be issues with *Land Titles Act*. Hence the son had his wife’s name placed on title of the property. There was no contribution from her, she did not declare any rental income on her taxes and the court of appeal found that just because someone places property in someone’s name to avoid a merger under LTA, does not show an intention of the transferor to gift an interest in the property. The ultimate intention of the father in law was that he and his son would share it 50/50 and that the wife would hold their beneficial interest.

[37] Subsequent events are reviewed as it informs the court of the intention at the time of the acquisition.

Evidence

[38] The facts show that the applicant required someone to co-sign the mortgage.

[39] The applicant paid the deposit and the cost of purchase amounts to buy the property.

[40] The rent was provided to the applicant and it was declared on his tax returns.

[41] The respondent was involved in finding tenants, managing tenants, arranging for renovations, and dealing with tenant issues.

[42] He paid all the expenses as evidenced by the bank accounts except the insurance as the respondent had a good deal. He later obtained his own property insurance with TD which was filed.

[43] After the purchase, the applicant's bank statements show his payments on the mortgage with a pre-authorized payment of \$3183.74 per month and he continued to pay for taxes, water and renovations and repairs and collect the rent.

[44] Not only is there is evidence of these payments, but the respondent does not dispute these facts and admitted the same under cross-examination.

[45] In addition, the rental income and expenses are set out in the applicant's income tax returns.

[46] There is confirmation with the City of Ottawa that the applicant manages the utilities payments for the building.

[47] The leases are in his name as landlord.

[48] He moved into a unit in late 2021 or early 2022 without her.

[49] She acknowledged in an email dated July 2020 that the property belonged to him alone. However, the respondent indicates that she said this to pacify him as he was suffering some mental health issues and depression and showed suicidal tendencies.

[50] In September 2024, the mortgage was up for renewal and he made the demand for transfer of the property to him alone. The respondent sought compensation.

The respondent's requests

Legal Principles

[51] The respondent has made her own claims regarding unjust enrichment and joint family venture. The legal principles below are applicable to her claim.

[52] Justice Fraser in *Cameron v. Vincent* 2024 ONSC 6531, provides a comprehensive review of the law of unjust enrichment and joint family venture at paras. 65 ff.

[65] The elements of unjust enrichment are: 1. a benefit, 2. a corresponding deprivation and 3. the absence of juristic reason for the benefit and the loss: *Kerr v. Baranow*, [2011 SCC 10](#), [2011] S.C.R. 269, at para [32](#).

[66] As the Supreme Court of Canada explained in *Kerr* at para. [31](#): “At the heart of the doctrine of unjust enrichment lies the notion of restoring a benefit which justice does not permit one to retain.” Put another way, unjust enrichment may be defined as “the unjust retention of a benefit to the loss of another, or the retention of money or property of another, against the fundamental principles of justice or equity and good conscience”: *Bruyninckx v. Bruyninckx*, [1995 CanLII 1796 \(BC CA\)](#), at para. [58](#) and *Ingram v. Kulynych Estate* [2024 ONCA 678](#) at para. [51](#).

[67] The companion cases from the Supreme Court of Canada in *Kerr* sets out the current foundation for property claims between unmarried spouses upon separation. Cromwell J. in *Kerr* lays out a framework of principles which attempts to harmonize the various strains of the unjust enrichment jurisprudence in family law and non-family law cases.

[68] Unjust enrichment is a legal finding that leads to an equitable remedy to address an inequitable distribution of assets on separation. There are two stages to the application of an unjust enrichment claim: establishing the claim by meeting the test of unjust enrichment, and then determining the appropriate remedy, either monetary or proprietary.

[53] Also, of note is that if unjust enrichment is proven, then the first consideration is a monetary sum.:

[80] Remedies for unjust enrichment are restitutionary in nature, that is, the object of the remedy is to require the respondent to repay or reverse the unjustified enrichment: *Kerr* at para. [46](#). A monetary award is the preferred remedy. Justice Cromwell confirmed in *Kerr* that a proprietary remedy, such as a constructive trust, should only be considered if a monetary award is insufficient or inappropriate: *Kerr* at para. [50](#).

[54] Justice Fraser then describes when a joint family venture may arise which may be relevant here:

[87] *Kerr* established that the calculation of a monetary award is not limited to the “value received” approach stating that a monetary award calculated on a “value surviving” basis may also be used. The value surviving approach considers the accumulated wealth “surviving” at the end of the relationship. It tries to quantify the claimant’s “proportionate contribution” to the “accumulation of wealth”. The claimant is treated less like an employee, and more like a

business partner in a family enterprise. This approach more closely approximates the existing property division regime for married spouses.

[88] Using the value surviving approach to quantify a monetary award may only be done where there is:

1. there is a “joint family venture”; and
2. there is a link between the claimant’s contributions to the joint family venture and assets and/or wealth accumulation; and
3. the respondent is retaining a disproportionate share of assets resulting from that joint family venture.

[89] Where the unjust enrichment is best characterized as an unjust retention of a disproportionate share of assets accumulated during the course of what McLachlan J. referred to in *Peter v. Beblow* as a “joint family venture” to which both partners have contributed, the monetary remedy should reflect that fact: *Kerr* at para. 80. This measures the value surviving at separation “calculated according to the share of the accumulated wealth proportionate to the claimant’s contributions”: *Kerr* at para. 87.

[90] It is a question of fact in each case whether there was a joint family venture. The onus is on the spouse claiming joint family venture to prove it: *Tsai v. Dugal*, [2022 ONCA 81](#) at para.7. A joint family venture is assessed having regard to all of the relevant circumstances, with an emphasis on how the parties actually lived their lives. Accordingly, unmarried couples who very closely, or entirely, lived their lives as though they were married, would have access to claims and remedies that are more similar to those available to married spouses, albeit with an additional evidentiary burden.

Evidence

[55] What follows below is a summary of the respondent’s claim and evidence that she has filed that she submits supports her claim for unjust enrichment.

[56] The respondent states that the applicant financially benefitted at her expense for the services and supplies she provided with respect to the acquisition, managing and upkeep of the property from December 2019 at the time of the purchase until they finally separated.

[57] She says that they were in a relationship from July 2, 2018 to April 8, 2021 and were engaged on January 31, 2020 but that the engagement ended on December 31, 2020.

[58] They shared household expenses at various addresses including 185 Lyon Street.

[59] He lost his employment on January 20, 2020 and she supported him.

[60] Prior to securing financing, she says they explored refinancing her existing condominium at 200 Bay Street to increase funding for the closing. Ultimately, they applied for a CMHC insured mortgage financial arrangement with the plan that they would occupy one unit.

[61] She had the better credit score and she is listed as the primary loan holder and the applicant is the co-signer.

[62] She denied that they she was not involved in the planning. She says that they intended to build a future together.

[63] They declared they were a couple, and that the residence was a family residence. They obtain financing at 95% of the purchase price.

[64] She attended all the viewings and was present during the home inspection (that he paid) and they both received ILA

[65] She communicated with tenants and 3rd parties.

[66] The property would be transferred to her under the right of survivorship.

[67] She says she participated in the decision before and after the acquisition including budgeting, tenant communications, and paying property insurance attending the property inspection and participating in carrying out of the inspection recommendations.

[68] Following their relationship towards the end on April 8 2021, her involvement of day to day management decreased.

[69] She also stated that she contributed significant sums to assist in setting up the investment property with rentals and organised logistics and financial matters.

[70] The respondent has filed the following evidence showing her involvement in the property as his spouse as she helped with the management of it and that her mother contributed to renovations:

- The lease at 185 Lyon Street in both their names is the address where they resided in April 2019 at the time of the acquisition of the property;
- Her bank account statements from September to December 2020, showing payments on the Lyon Street apartment including utilities, rent and the TD insurance for the property;
- Her CIBC credit card statements from September to November 2020, when she says he traveled to Mexico;
- She states that he did not repay all insurance premiums for the property. Instead, the payments he made were reimbursements for rent and utilities while they resided at 185 Lyon Street, Unit 810. For example, the \$885 payment in November 2019 predates the acquisition of the property;
- However, the mortgage application includes correspondence from Matthew Greig, a mortgage agent, dated October 17, 2019, stating: “Martine is a better co-applicant than Guy’s mom – so that’s good news. Guy will remove your mom from the application.”
- There was discussion that this would allow Martine to pull approximately \$35,000 from the condo; however, this would not be sufficient to achieve a 20% down payment. It was noted that a down payment of \$10,000 versus \$20,000 was being considered, and that achieving a 20% down payment would require refinancing Bay Street, which is Martine’s condo.
- The mortgage commitment shows the respondent as the borrower and the applicant as co-borrower.
- Some email correspondence confirm that she was on the Hydro Ottawa customer service account regarding tree trimming.
- She listed a one-bedroom apartment on Kijiji on January 5, 2020.
- She created the email account 65stirlingavenue@gmail.com which was used to manage matters relating to the property, including communications with tenants, service providers

and third parties. There are email exchanges between her and tenants who took occupancy on Unit A on February 1, 2020, including correspondence with Dania and Denis dated January 20, 2020. A form titled "Unit Condition," setting out the condition of various segments of the apartment, was signed February 1, 2020 by Martine Plouffe. There was further correspondence with another tenant on January 21, 2020. Email correspondence dated January 28, 2020, with tenants regarding the internet service provider.

- Emails dealing with tenants and units:

- Email correspondence in February 2020 regarding items in the units, including doors and issues with Unit A;
- Email correspondence dated May 13, 2020, regarding spraying of the unit and related arrangements;
- Email correspondence dated September 17, 2020, regarding replacement of a window;
- Email correspondence dated January 11, 2020, from the 65 Stirling Gmail account regarding plumbing arrangements for Unit B;
- Email correspondence dated December 2019 regarding replacement of items, including the bathroom fan;
- Email correspondence dated November 6, 2020, regarding a plumber to replace three tanks;
- Email correspondence dated February 26, 2020, regarding an electrician;
- Email correspondence dated May 4, 2020, regarding basement repairs;
- Email correspondence dated January 3, 2020, regarding a refrigerator in Unit C;
- Email correspondence dated October 2, 2020, regarding tenant insurance;
- Email correspondence dated November 6, 2020, regarding the hot water tank;

- Email correspondence dated February 25, 2020, regarding Unit B, including drop-off of items and permission to enter.
- Email from the applicant to lawyer, Michael Abrams, dated November 13, 2019: “Martine and I would like to go in as joint tenants for this property”;
- A form titled “Preliminary Information Sheet” was provided to the lawyer showing information for both parties
- On November 8, 2019, the respondent emailed the lawyer stating: “There is a section we would like to discuss further (Manner of Taking title).”
- On October 30, 2019, there was a discussion with the lawyer that included both parties. The lawyer subsequently sent an engagement letter and a guide to buying a home.
- On October 29, 2019, the real estate agent emailed the lawyer stating that both parties, “clients of mine,” had just firmed up on a triplex.
- On October 30, 2019, lawyer Michael Abrams sent a letter to both parties regarding the property purchase, discussing options for taking title as either “joint tenants” or “tenants in common.” letter to both parties from Mr. Abrams re purchase which discusses options of taking title to the property as “joint tenants” or “tenants in common”.
- Introduction to new tenants from the same email dated December 11, 2019, which spoke of renovations and rent to be paid to the applicant.
- In November 2019, a handwritten note from the lawyer asked whether the title would be in one name. The applicant responded that he would speak to the bank and advise the lawyer.
- Email to tenants dated December 12, 2019, regarding rent owed.
- On February 26, 2020, email regarding bathroom renovations.
- The Insurance coverage was transferred to the applicant on July 5, 2020.

- The respondent's bank statements show reimbursement from the applicant in 2019 and 2020 for Lyon Street rent and utilities, approximately \$1,000 to \$1,100.
- TD insurance in both names for the period of December 2019 to December 2020.
- Her pre-authorized payment for the TD insurance made through her account.
- Her CIBC account shows the following:
 - \$102.66 on December 11, 2019, for what she says was a closing celebration for the property.
 - \$248.26 on December 16, 2019, at Costco for property-related expenses.
 - \$78.33 at Home Depot on December 19, 2019.
 - \$41.21 at Preston Hardware on January 24, 2020.
 - \$12.86 at Preston Hardware on January 24, 2020 (receipt).
 - \$53.95 and \$20.97 at Preston Hardware on January 30, 2020 (receipts).
 - CIBC Visa charge of \$55.37 at Ikea on December 16, 2019.
 - Fridge purchased at Best Buy for \$1,220.38 on January 3, 2020.
 - Kitchen items at Ikea for \$3,117.54 and an additional \$90.39 for a fridge on January 3, 2020.
- Email dated January 11, 2020, regarding fridge delivery.
- CIBC Visa account shows purchases from Home Depot and Ikea between January 28 and February 3, 2020, for miscellaneous items she states were for the units.
- Accounting of rent collected

- Her mother's affidavit from Ruth Gates states that she performed manual labour at Unit A from December 10, 2019, to January 30, 2020, from 9:00 a.m. to 4:00 p.m., removing floors and doing work in the rooms, and did not receive any payment.

[71] She participated in the renovation of unit A including arranging the IKEA measurement services, designing and buying the kitchen, hiring the handyman to assist in the assembly and installation and assisted in assembling the cabinetry and removing flooring patching sanding painting, installing shelving and lighting and selling existing appliances.

[72] On January 21, 2020, she opened a Home Depot credit account in her name to obtain pricing for items for the property.

[73] Her parents helped in the renovations, and she took a leave of absence

[74] In addition, she assisted in the logistic and support and drove the applicant to legal appointments and obtained renovation supplies.

[75] She admits he kept all the rental income, and he moved into unit B himself

[76] She actively participated in property management until April 2021 including advertising, tenant selection, lease execution and overseeing maintenance.

[77] In 2024 when the issue of refinancing came up, she obtained pre-approval so she could buy him out. She also made efforts to obtain an appraisal.

[78] There was also correspondence from the real estate lawyer with the respondent regarding credits to the vendor to close which was copied to the applicant.

Conclusion

[79] It is clear that the issue of unjust enrichment is a live issue and given that the parties were in a conjugal relationship, this matter must be heard by the Family Court.

[80] See the *Courts of Justice Act*:

Proceedings in Family Court

21.8 (1) In the parts of Ontario where the Family Court has jurisdiction, proceedings referred to in the Schedule to this section, except appeals and prosecutions, shall be commenced, heard and determined in the Family Court. 1994, c. 12, s. 8.

3. Proceedings for relief by way of constructive or resulting trust or a monetary award as compensation for unjust enrichment between persons who have cohabited.

[81] The pleadings filed in these proceedings are deemed to be pleadings in the Family Court. A case conference must be held in Family Court to discuss the pleadings, next steps and the determination of this issue, subject to the discretion of the court, on a paper record by way of a summary judgment.

[82] It is premature to deal with the issue of costs and who should bear the cost of these proceedings. The issue of costs is reserved to the trial Judge.

[83] If the parties so request, the court is prepared to conduct a settlement conference in Family Court to help the parties resolve the issues in this matter.

Justice A. Doyle

Date: January 27, 2026

CITATION: Lacroix v. Plouffe, 2026 ONSC 523
COURT FILE NO.: CV-25-100410
DATE: 2026/01/27

ONTARIO

SUPERIOR COURT OF JUSTICE

RE: Guy Lacroix, Applicant

-and-

Martine Plouffe, Respondent

COUNSEL: Justin Novick-Faille for the Applicant

Roger Trudel for the Respondent

REASONS FOR DECISION

DOYLE J.

Released: January 27, 2026