

CITATION: Royal Bank of Canada v. Rocks, 2026 ONSC 490
COURT FILE NO.: CV-24-85519
DATE: 2026-01-26

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:)	
)	
ROYAL BANK OF CANADA)	A. McInnis, Counsel for the
Plaintiff/Defendant to the Counterclaim)	Plaintiff/Defendant to the Counterclaim
)	
– and –)	
)	
ADRIAN ROCKS)	Self-Represented
Defendant/Plaintiff by Counterclaim)	
)	
)	
)	
)	HEARD: January 12, 2026

2026 ONSC 490 (CanLII)

M. BORDIN J.

Overview of the action, counterclaim, and the motions

[1] The plaintiff, Royal Bank of Canada, seeks summary judgment against the defendant, Adrian Rocks, for amounts owing on a Visa credit card. The plaintiff’s claim is a simple contractual claim. The defendant incurred expenses on a Visa credit card, did not pay, demand was made, and \$23,186.95 was owing as of August 13, 2024.

[2] The defendant resists summary judgment and raises numerous issues. To understand his position, some history of the proceedings is required.

[3] The defendant served a statement of defence and counterclaim in May 2024. He filed it with the court on or about September 11, 2024. The defendant asserts the plaintiff was negligent for failing to prevent fraud on his account for the purchase of a house; covered up its negligence; acted maliciously by not providing bank records for court proceedings; acted in its own interest to sell stocks to pay down his mortgage; altered bank records; failed to bring to his attention

fraudulent activity conducted by others on his bank account; and failed to report the defendant's mortgage payments on time. The allegations are bald assertions with no material facts pleaded to support them as required by rule 25.06(1) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194.

[4] The defendant claims damages of \$200,000 for credit loss, \$400,000 for the house, \$120,000 for lost stocks, and \$50,000 for mental anguish. No material facts are pleaded to support the amounts claimed for damages.

[5] The plaintiff's evidence discloses that the plaintiff served its statement of defence to counterclaim on the defendant on August 19, 2024, and attempted to file this pleading on August 26, 2024, but received a message that it could not do so as no counterclaim had been filed. The defendant's defence and counterclaim had not in fact been filed by that time. The plaintiff tried again to file its statement of defence to counterclaim in September 2024, but was not able to do so. The plaintiff made further attempts to file the pleading through the portal in October 2024, but again received messages that it could not do so because no counterclaim had been filed. The plaintiff alerted the defendant to these issues in October 2024. The plaintiff made two further attempts to file its defence to counterclaim on January 29, 2025, and July 18, 2025, but received the same message.

[6] On or about June 24, 2025, the plaintiff served a motion for summary judgment on its claim and the counterclaim. The defendant filed a responding motion record on July 19, 2025, which contained his affidavit of the same date. It appears that at the same time he served a cross-motion for various heads of relief which included an unsworn undated "affidavit". The defendant then filed a supplemental affidavit sworn August 7, 2025. The defendant filed a requisition to note the plaintiff in default on the counterclaim on August 12, 2025. The defendant also served a motion record for default judgment dated August 15, 2025, containing his affidavit sworn on that date.

[7] The plaintiff filed a responding motion record with a further supporting affidavit of Mr. Arduini setting out the issues encountered with filing the plaintiff's defence to counterclaim. The affidavit is dated August 11, 2025, the day before the noting in default. The plaintiff filed a further

responding motion record dated January 9, 2025, containing the affidavit of Ms. Del Fabbro of the same date.

[8] At 23:11 the night before the long motion was scheduled to be heard, the defendant uploaded to Case Center a 142 paragraph affidavit dated November 11, 2025. The plaintiff had previously been served with a copy of the affidavit.

[9] The defendant seeks various relief in his materials including;

- a. That the plaintiff's motion for summary judgment does not proceed until the plaintiff makes production of certain documents set out in his materials and until there has been full disclosure;
- b. Dismissal of the plaintiff's summary judgment motion;
- c. Dismissal of the plaintiff's motion to strike his counterclaim, or, in the alternative, an adjournment of the plaintiff's motion;
- d. Noting the plaintiff in default for failing to defend the counterclaim;
- e. Judgment on his counterclaim;
- f. Default judgment under r. 19 in the amount of \$450,000 for property/title loss and \$120,000 for investment loss;
- g. Summary judgment on his counterclaim;
- h. An order directing any liquidated claims in his counterclaim proceed to a damages assessment;
- i. Objection to the use of the simplified procedure.

The plaintiff was not noted in default

[10] As it was a preliminary issue, I first heard submissions on the issue of whether the plaintiff had been noted in default or is in default on the defendant's counterclaim. I ruled that the plaintiff was not noted in default or if it was, it was in error and was corrected by the registrar and that even if the plaintiff was noted in default, it would be appropriate to set aside the noting in default. I advised the parties that I would provide written reasons for my decision. These are my reasons.

[11] The defendant's position is that the plaintiff was noted in default on August 12, 2025, and that the plaintiff failed to bring a motion to set aside the noting in default under r. 19.08 and cannot proceed with its motion for summary judgment. The defendant asserts that the plaintiff attended at the registrar's office and had the registrar change the court file with respect to the noting in default.

[12] The plaintiff submits that it did not bring a motion to set aside its alleged noting in default because it did not believe it had been noted in default. If it had been noted in default, the plaintiff would have brought a motion to set aside the noting in default and submits that the noting in default should be set aside based on the applicable test in *Mountain View Farms Ltd. v. McQueen*, (2014), 119 O.R. (3d) 561, [2014 ONCA 194](#), 372 D.L.R. (4th) 526.

[13] I accept the plaintiff's evidence that it served its defence to counterclaim on the respondent on August 19, 2024. This is not denied by the defendant. I accept the evidence of the plaintiff with respect to its efforts to file its statement of defence to counterclaim and the issues it encountered. The defendant does not challenge this evidence except to say that the plaintiff has not tendered exhibits that show the portal's refusal to accept the pleading. The plaintiff submits that there were no such documents, only a message on the screen from the portal about the filing issues encountered.

[14] I find that the plaintiff made repeated attempts to file its statement of defence to counterclaim between August 2024, and July 18, 2025, but could not do so because of the way the defendant had filed his defence and counterclaim. I find that the defendant was notified of these

issues on October 16, 2024, when the plaintiff's counsel wrote to him to ask him to update them on the filing of his defence and counterclaim, and on October 18, 2024, when counsel advised the defendant that when they attempted to file their defence to counterclaim they received the "same" message indicating that a statement of defence and counterclaim were not filed.

[15] The defendant did not attempt to note the plaintiff in default until after the plaintiff served its motion for summary judgment. I accept that the defendant attempted to note the plaintiff in default on August 12, 2025, and that the plaintiff filed its defence to counterclaim on August 15, 2025, but that it was improperly filed as a defence and counterclaim.

[16] Ms. Del Fabbro states in her affidavit that the registrar advised that the plaintiff's statement of defence to counterclaim has been accepted for filing by the registrar. The defendant does not dispute that it has been accepted by the court but says this was improper. The official court file reflects that the registrar accepted the plaintiff's statement of defence to counterclaim on August 15, 2025. Therefore, the plaintiff has not been noted in default.

[17] I find that if the defendant was noted in default on August 12, 2025, it was because of the errors with the filing of the pleadings by the parties and the error was corrected by the registrar.

[18] Even if the plaintiff had been noted in default, I would allow a motion to set aside the noting in default and to allow the plaintiff's defence to counterclaim to be filed. It is just to do so and the interests of justice favour granting the order considering the factors set out in *Intact Insurance Company v. Kisel*, 2015 ONCA 205, 125 O.R. (3d) 365, at para. 14, and *Mountain View Farms Ltd.*, at paras. 48-49.

[19] The plaintiff served the defendant with its defence to counterclaim in August 2024. The plaintiff repeatedly attempted to file the pleading with the court for almost a year but could not do so because of technical issues with how the defendant filed his pleading. The plaintiff notified the defendant of this issue in October 2024. The defendant did not attempt to note the plaintiff in default until August 12, 2025, well after the plaintiff had served its motion for summary judgement and the parties had exchanged materials. The plaintiff always intended to defend the counterclaim.

There is a plausible excuse for the default and the plaintiff has an arguable defence to the counterclaim. There is no potential prejudice to the defendant to allow the plaintiff to defend his counterclaim in these circumstances. However, there is significant potential prejudice to the plaintiff given the nature of the claims in the counterclaim.

[20] A finding that the plaintiff is not or is no longer in default and may defend the counterclaim disposes of the defendant's motions for default judgment on his counterclaim, to have the liquidated damages assessed, or to have the plaintiff noted in default. These motions by the defendant are dismissed.

Motion required for defendant to amend defence and counterclaim

[21] In his August 7, 2025, affidavit the defendant attaches and seeks to "submit a corrected and comprehensive Defense and Counterclaim".

[22] As the plaintiff was not noted in default and filed a defence to the counterclaim in August 2025, the time for a reply to that defence has long since passed. The plaintiff has not consented to the amendment of the defence and counterclaim. Therefore, a motion for leave to amend the defence and counterclaim is required: rr. 25.05 and 26.02. There is no motion for leave to amend the defendant's pleading before me today. The defendant is required to bring a motion for leave to amend his defence and counterclaim.

[23] In any event, even if an amendment was allowed, the statement of defence is substantially the same, excepting the bald allegation that the plaintiff's mismanagement, procedural irregularities, and failure of duty of care contributed to the alleged debt. No facts are plead to substantiate the allegations. The counterclaim contains additional heads of damages and marginally more facts. However, it remains difficult to discern the nature of the claim and the basis of each claim advanced, and there remains an absence of material facts. The amended pleading would not affect the remaining issues to be determined.

Motion not precluded by use of simplified procedure or incomplete production

[24] The plaintiff commenced the action in the simplified procedure. The defendant submits that the counterclaim takes the action out of the simplified procedure and the use of the simplified procedure is improper. Further, the defendant asserts that there is outstanding production required from the plaintiff. The defendant submits these issues preclude the plaintiff from proceeding with its motion for summary judgment. At the hearing, I ruled that these issues do not bar the plaintiff's motion for summary judgment and that I would provide written reasons explaining my decision. This portion of my reasons are those reasons.

[25] The applicable sections of r. 76.02 provide that the simplified procedure shall be used where the single plaintiff's claim against the lone defendant is for less than \$200,000, exclusive of interest and costs. That is the case here. However, r. 76.02(5)(c) provides that an action commenced under the simplified procedure continues under r. 76 unless a defendant makes a counterclaim that does not comply with subrule (1) *and* states in the defendant's pleading that the counterclaim, crossclaim, or third party claim is to proceed under the ordinary procedure.

[26] While the defendant's counterclaim exceeds the limits for monetary damages under the simplified procedure, he does not state in his statement of defence and counterclaim that the counterclaim is to proceed in the ordinary procedure. The defendant's proposed amended statement of defence and counterclaim also fails to meet the requirements of r. 76.02(5)(c). Therefore, it is not improper for the plaintiff to proceed under the simplified procedure.

[27] Even if this action was required to proceed under the ordinary procedure, it would not prevent the plaintiff from bringing a motion for summary judgment. Different motion forms would be required, but the same affidavit evidence would be tendered. The same summary judgment law applies. The defendant has not established that he has been prejudiced because the plaintiff proceeded with the motion under the simplified procedure.

[28] The fact that the parties have not exchanged affidavits of documents does not preclude the plaintiff from bringing a motion for summary judgment.

[29] Rule 20.01(1) provides that a plaintiff may, after the defendant has delivered a statement of defence or served a notice of motion, move with supporting affidavit material or other evidence for summary judgment on all or part of the claim. Further, r. 20.01(2) allows the plaintiff to seek leave to move for summary judgment right after service of the statement of claim. Nothing in r. 20 requires that affidavits of documents or productions be exchanged before the plaintiff is entitled to move for summary judgment.

[30] I note the plaintiff has made substantial production of documents with respect to its claim in its motion materials. The defendant has also produced numerous documents in his materials. The plaintiff asserts it does not have the documents the defendant seeks.

[31] The defendant's complaint appears to be that documents relating to his counterclaim have not been produced. There is no evidence before me that the defendant has produced an affidavit of documents. The defendant has not availed himself of the rules to seek production even though this motion has been outstanding for over six months. The defendant does not claim equitable or legal set-off in his pleading. The defendant has done all he can to delay the motion for summary judgment. A failure by the plaintiff to produce an affidavit of documents or alleged outstanding productions does not bar the motion for summary judgment.

Law

[32] The plaintiff seeks summary judgment on its claim and dismissing the defendant's counterclaim. To grant summary judgment, I must be satisfied that there is no genuine issue requiring a trial.

[33] The Supreme Court of Canada in *Hryniak v. Mauldin*, [2014 SCC 7](#), [2014] 1 S.C.R. 87, set out the guiding principles on a summary judgment motion, at para. [49](#):

There will be no genuine issue requiring a trial when the judge is able to reach a fair and just determination on the merits on a motion for summary judgment. This will be the case when the process (1) allows the judge to make the necessary findings of fact, (2) allows the judge to apply the law to the facts, and (3) is a proportionate, more expeditious and less expensive means to achieve a just result.

[34] There will be no genuine issue requiring a trial if the summary judgment process provides the court with the evidence required to fairly and justly adjudicate the dispute, and is a timely, affordable, and proportionate procedure, under r. 20.04(2)(a) of the Ontario *Rules of Civil Procedure*, [R.S.O. 1990, Reg 194](#): *Hryniak*, at para. [66](#).

[35] The evidence need not be equivalent to that at trial but must be such that the judge is confident that he or she can fairly resolve the dispute: *Hryniak*, at para. [57](#).

[36] The court should first determine if there is a genuine issue requiring a trial based only on the evidence before it, without using the fact-finding powers: see *Hryniak*, at para. 66.

[37] If there appears to be a genuine issue requiring a trial, the court should then determine if the need for a trial can be avoided by using the powers under rr. 20.04(2.1) and (2.2). Those rules provide:

(2.1) In determining under clause (2) (a) whether there is a genuine issue requiring a trial, the court shall consider the evidence submitted by the parties and, if the determination is being made by a judge, the judge may exercise any of the following powers for the purpose, unless it is in the interest of justice for such powers to be exercised only at a trial:

1. Weighing the evidence.
2. Evaluating the credibility of a deponent.
3. Drawing any reasonable inference from the evidence.

(2.2) A judge may, for the purposes of exercising any of the powers set out in subrule (2.1), order that oral evidence be presented by one or more parties, with or without time limits on its presentation.

[38] The court may, at its discretion, use those powers, provided that their use is not against the interest of justice. Their use will not be against the interest of justice if they will lead to a fair and

just result, and will serve the goals of timeliness, affordability, and proportionality considering the litigation as a whole: *Hryniak*, at para. [66](#). What is fair and just turns on the nature of the issues, the nature and strength of the evidence, and what is the proportional procedure: *Hryniak*, at para. [59](#).

[39] Each side on a summary judgment motion must “put their best foot forward” to establish whether there are material issues requiring a trial: *Hryniak*, at paras. [57](#), [66](#); *Cuthbert v. TD Canada Trust*, [2010 ONSC 830](#), 88 C.P.C. (6th) 339, at para. [12](#); *Canada (Attorney General) v. Lameman*, [2008 SCC 14](#), [2008] 1 S.C.R. 372, at para. [11](#), citing *Transamerica Life Insurance Co. of Canada v. Canada Life Assurance Co.*, [28 O.R. \(3d\) 423 \(S.C.\)](#), at p. 434; *Sweda Farms Ltd. v. Egg Farmers of Ontario*, [2014 ONSC 1200](#), at para. [26](#), aff’d [2014 ONCA 878](#), leave to appeal refused, [2015] S.C.C.A. No. 36341.

[40] The moving party bears the burden of establishing that there is no genuine issue requiring a trial. Only after the moving party has discharged its evidentiary burden does the burden shift to the responding party to establish there are issues requiring a trial: *Sanzone v. Schechter*, [2016 ONCA 566](#), 402 D.L.R. (4th) 135, at para. [30](#), leave to appeal refused, [2017] S.C.C.A. No. 37245; *Rescon Financial Corporation v. New Era Development (2011) Inc.*, [2018 ONCA 530](#), at para. [21](#).

Summary judgment on the plaintiff’s claim

[41] The defendant asserts that there are issues requiring a trial with respect to the plaintiff’s claim and that the summary judgment motion should be dismissed. He says that the Visa card account was closed, and that the plaintiff is trying to make him pay money owing on an account that was closed.

[42] In his statement of defence, the defendant denies all allegations, admits there is an amount owing on the Visa card but that it has not yet been determined, and disputes the applicable rate of interest. He pleads the debt is a joint debt with his spouse and there is family litigation pending between them which has not been determined, and that the plaintiff’s claims should be stayed.

[43] It is trite law that pleadings are not evidence. The defendant, although self-represented, must still comply with the *Rules of Civil Procedure* and the rules of evidence. This includes tendering evidence to support his position on the motion. The defendant has tendered no cogent evidence to dispute the plaintiff's evidence with respect to the amount outstanding and the interest rate.

[44] The evidence establishes that the defendant was the sole holder of the Visa card. The card was in active use until August 2019. It is not a defence to the claim that the defendant's ex-partner may be jointly liable on the debt. In any event, the defendant has not tendered any evidence that his ex-partner is jointly liable or that the plaintiff would be required to wait to collect the debt until liability for the debt as between the defendant and his ex-partner has been determined.

[45] The defendant asserts that the plaintiff closed the Visa card account on August 9, 2019, because an Equifax report states this. The plaintiff's evidence is that the Visa card account was capped as of that date with no further funds advanced for new purchases or advances after that date. The defendant acknowledges in his November 11, 2025, affidavit that after August 2019, no further charges were made against the card but he continued to make payments. Payments continued until about March 2023.

[46] The closing or capping of the Visa card account does not change the defendant's liability for the amount owing. The RBC Royal Bank Credit Card Agreement (the "Agreement") provides that the Agreement is the cardholder's promise to pay amounts owing on the account. There is no evidence that the plaintiff agreed to waive the amounts owing.

[47] With respect to the applicable interest rate, the Agreement provides in part the following:

- a. The current annual interest rate is set out in the monthly statements;
- b. The plaintiff would give at least 30 days' written notice of any increase in the standard interest rate (other than increases because of an increase of the plaintiff's Prime Rate);

- c. If the cardholder does not make the minimum payment by the payment due date and has not paid it by the date on which the plaintiff prepares the next monthly statement, the cardholder will lose the benefit of any introductory interest rate or promotional interest rate offer in which the cardholder is participating, and the standard interest rates will apply (subject to any further increase as described in the next paragraph);
- d. If the cardholder does not make the minimum payment by the payment due date and has not paid it by the new statement date two (or more) times in any 12-month period, the plaintiff will increase the annual interest rates to 5% (or 8% if the cardholder is a Visa Classic Low Rate Option cardholder) above the standard purchase and cash advance interest rates. The cardholder will continue to pay the higher interest rates until such time as the cardholder has paid the minimum payment by the new statement date for 6 consecutive months thereafter.

[48] As of August 2019, the interest rate on the Visa statements was 11.99 percent. The August 2019 statement provided notice that the new interest rate would be 12.99 percent effective November 1, 2019. That statement again provided a warning that the interest rate would increase to 20.99 percent for at least six months if the cardholder did not make the minimum payment by the payment due date and had not paid it by the date the next statement is prepared two or more times in any 12 month period.

[49] The minimum payment was not made on the March 2023 statement. The April 2023 statement warned that the defendant had not paid the previous month's minimum payment and that if he missed another minimum payment in the next 12 months, the annual interest rate would increase to 20.99 percent. No payment was made on the April 2023 statement. Interest remained at 12.99 percent on the May 2023 statement. No payment was made on the May 2023 statement and the interest rate was increased to 20.99 percent. This increase was shown on the June 2023 statement in accordance with the terms of the Agreement. The defendant does not deny receiving the Visa statements. It was appropriate for the plaintiff to increase the interest rate.

[50] Demand for payment was made by letter dated April 23, 2024.

[51] The last Visa statement of June 2024, which accounted for any additional payments made prior to that time as reflected in the monthly statements, set out the balance owing of \$18,748.56. As of the date of the statement of claim on August 13, 2024, interest on that amount was \$4,438.39. The defendant has provided no evidence to undermine this calculation, and I accept it.

[52] I can make the necessary findings of fact with respect to the plaintiff's claim based only on the evidence before me, without requiring me to exercise any of the powers under rr. 20.04(2.1) and (2.2). The evidence allows me to fairly and justly adjudicate the plaintiff's claim.

[53] The plaintiff is entitled to the amount claimed of \$18,748.56 plus interest to the date of the claim of \$4,438.39. The plaintiff is entitled to interest on those amounts at 20.99 percent from the date of the claim.

No summary judgment on the counterclaim

[54] The plaintiff submits that I may grant summary judgment on the counterclaim. The defendant submits there are issues requiring a trial on his counterclaim.

[55] The counterclaim appears to advance the following claims:

- a. That the plaintiff was negligent in failing to prevent the lawyer from registering title to property acquired by the plaintiff in 2017 (the "Property") from being registered in his and his then partner's name and that the plaintiff covered up its negligence (the "joint title issue");
- b. That the plaintiff acted maliciously by not proving the requested bank records required for court proceedings, altered bank records, and failed to bring to the defendant's attention fraudulent or suspicious activity on the part of an unnamed agent on the defendant's bank account (the "bank records issue");

- c. The plaintiff acted maliciously in its own interest in advising the defendant to sell stocks to pay down the mortgage (the “financial advice issue”);
- d. The plaintiff purposely failed to report the mortgage payments accurately on time or take other steps (the “reporting and credit issue”);

[56] The counterclaim is a bare bones pleading, setting out bald allegations, with no material facts pleaded to support the allegations. The defendant’s November 11, 2025, affidavit provides some details about the allegations in the counterclaim. For example, the defendant states:

- a. The plaintiff failed to report his voluntary payments accurately to the credit bureaus. For extended periods, the plaintiff reported no payment information on his mortgage, which negatively affected his credit score. On or around the 90th day, the plaintiff would report a single payment while continuing to report prior periods as 90 days late.
- b. The plaintiff reported long periods showing "no payments" even when payments had been made, and then periodically reported single lump entries that artificially reset the account to 90 days late.
- c. He sought the plaintiff’s advice about managing his mortgage obligations while maintaining his investments and the plaintiff advised him to sell his profitable stocks to reduce his mortgage payments.
- d. The plaintiff did not adequately explain the consequences of liquidating these investments or how doing so might affect his long-term financial position, Wealth Program status, or ability to recover future gains.
- e. In reliance on the plaintiff’s advice, he sold investments worth approximately \$120,000. Those same investments subsequently increased in value to an amount exceeding \$1,000,000.

- f. The plaintiff has refused or failed to provide all regulated documentation and required records despite repeated requests, including: (a) waivers or agreements it claims were executed; (b) records reflecting alleged signatures or authorizations disputed by the defendant; and (c) complete documentation related to mortgage approvals, Wealth Program participation, and prior account management.

[57] Many of these allegations go to the financial advice issue and the reporting and credit issue. The plaintiff has not responded to the allegations in the defendant's November 11, 2025, affidavit. Many of these allegations were not addressed by the plaintiff in submissions. The plaintiff's factum does not adequately address the request for summary judgment on the counterclaim.

[58] The plaintiff did address the joint title issue and the non-disclosure issue in submissions. There appears to be very little merit to the joint title issue and the non-disclosure issue claims. Whether partial summary judgment on the counterclaim is appropriate was not addressed in the factum or in submissions. Partial summary judgment on these issues would not be appropriate as the balance of the claims in the counterclaim would remain.

[59] I cannot, on the record before me and on the submissions made, determine that there is no genuine issue requiring a trial on the entirety of the defendant's counterclaim. There may not be a genuine issue requiring a trial, but a more fulsome record and a factum directed to the issues in the counterclaim is required. As a result, the plaintiff's motion for summary judgment to dismiss the counterclaim is dismissed.

[60] The plaintiff may bring another motion for summary judgment on the counterclaim if it wishes to do so. However, should such a motion be brought, both parties must file new motion materials which focus solely on the motion to dismiss the counterclaim.

Disposition

[61] The plaintiff's motion for summary judgment on its claim is granted. The defendant Adrian Rocks shall pay to the plaintiff the sum of \$23,186.95, together with interest thereon at the rate of 20.990% per annum from August 13, 2024.

[62] The defendant's motion for default judgment is dismissed.

[63] The plaintiff's motion for default judgment on the counterclaim is dismissed.

[64] The judgment bears interest at the rate of 20.99 percent per annum.

[65] If the parties cannot agree on the costs of the motions, the parties may exchange a bill of costs and written submissions consisting of not more than two double-spaced pages, together with excerpts of any legal authorities and any relevant offers to settle. All submissions are to be filed with the court and uploaded to Case Centre. If no submissions or written consent to a reasonable extension are received by the court by February 17, 2026, the matter of costs will be deemed to have been settled.

M. Bordin J.

Released: January 26, 2026

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ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff/Defendant to the Counterclaim

– and –

ADRIAN ROCKS

Defendant/Plaintiff by Counterclaim

REASONS FOR JUDGMENT

Justice M. Bordin

Released: January 26, 2026