

**CITATION:** *Papanicolaou et al. v. Maurizio Privitera et al.*, 2026 ONSC 311  
**COURT FILE NO.:** CV-24-00714665-0000  
**DATE:** 20261027

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

**BETWEEN:** )  
)  
)  
JOHN PAPANICOLAOU and CHRISTINE ) *Shane Greaves, for the Plaintiffs*  
PAPANICOLAOU )  
)  
Plaintiffs )  
- and - )  
)  
MAURIZIO PRIVITERA, MGP )  
CONSTRUCTION GROUP, NADIA ) *Maurizio Privitera and Jenniffer PannoZZo*  
ZANNELLA and JENNIFER PANNOZZO ) appearing in person  
)  
Defendants )  
)  
)  
) **HEARD:** In writing

2026 ONSC 311 (CanLII)

**REASONS FOR DECISION**

**JOHN CALLAGHAN J.**

[1] The plaintiffs sued the defendants for damages arising out of a failed renovation project. This is a motion for default judgment against Mr. Privitera and MGP Consulting Group.

**Procedural Background**

[2] The defendants were noted in default on March 26, 2024. The claim against Nadia Zannella is stayed under s. 69.3(1) of the *Bankruptcy and Insolvency Act* R.S.C. 1985, c. B-3. The remaining defendants were served with materials seeking default judgment on May 3, 2024.

[3] The remaining defendants brought a motion to set aside the noting in default. There followed several attendances before this Court culminating in a decision of Justice Brownstone. Without repeating the findings, it is sufficient to point out that the motion to set aside the noting in default was denied as against Mr. Privitera and MGP Consulting Group. It was granted as it

relates to Ms. Pannozzo. This motion for default judgment was then ordered to proceed in writing as against Mr. Privitera and MGP Consulting Group.

[4] MGP Consulting Group is a business name under which Mr. Privitera operates as a sole proprietor. Under r. 8.07, where a person operates under a business name, an action may be commenced under that name. Here, both the business name of the sole proprietorship and the sole proprietor have been named as defendants. It is the actions of Mr. Privitera which will determine liability for both, as he and MGP Consulting Group are one and the same. However, in these reasons, I have used both his name and the business name as they were presented that way both as a matter of contract and as pled.

[5] It is alleged that the other defendants carried on business with Mr. Privitera, although it is not clear in what capacity.

### **Default Judgment**

[6] As Mr. Privitera and MGP Consulting Group have been noted in default, the allegations of fact in the statement of claim are admitted. Even where facts are admitted, the motions judge is still required to scrutinize the admitted facts and any evidence to determine if the requested judgment is warranted. As stated by the Court of Appeal in *Paul's Transport Inc. v. Immediate Logistics Limited*, 2022 (ONCA) 573:

The motion judge is entitled to scrutinize both the deemed admissions in the pleading and any evidence tendered by the plaintiff to see whether the plaintiff is entitled to judgment: *Salimijazi*, at para. 28. (at para. 77).

[7] Conclusions of law or of mixed fact and law are not deemed admissions as a result of a failure to defend. As stated in *Paul's Transport*, “judgment is not to be given unless the facts deemed to be admitted ‘entitle the plaintiff to judgment’” (at para. 80).

[8] In this case, there are the admissions in the statement of claim and an affidavit of John Papanicolaou, one of the homeowners.

### **Facts**

[9] In July 2022, the plaintiffs retained Mr. Privitera (and as pled, the other defendants) operating through his business MGP Consulting Group to renovate their home (the “Agreement”). The renovations included renovating bedrooms/bathrooms, a new kitchen, new floors and a new back deck (the “Project”). Mr. Privitera presented a quote and represented MGP Consulting Group had the skill to perform the necessary work.

[10] The parties agreed that the renovations would be completed by December 15, 2022, for a total price of \$270,000 plus tax less \$35,000, being the same amount as the tax. The Agreement provided that MGP Consulting Group would be the project manager and would:

- (a) source all subcontractors, suppliers and materials (section 2.2(e));
- (b) “act honestly and in good faith in the Client’s best interests” (section 2.2(h));
- (c) provide the services in a timely and diligent manner (section 2.4); and
- (d) prepare a schedule to establish milestone dates for the client (section 3.1(a))

[11] The work did not progress as planned and the work was poorly performed. Assertions by Mr. Privitera that the work would be properly performed in a timely manner were not met. Subcontractors left the job site because they were not paid.

[12] A report from a home inspector identified several deficiencies with the work.

[13] Although the plaintiffs paid a \$130,000 deposit, the Project never came close to completion. The plaintiffs were provided with a false invoice to suggest the \$130,000 deposit had been exhausted when it had not been.

[14] The plaintiffs terminated the Agreement in December 2022 and retained new contractors.

[15] The plaintiffs obtained estimates for the remediation of the work already performed and the work to complete the Project. The plaintiffs then proceeded to remediate and complete the Project.

[16] Building Integrity was retained to remediate and complete the Project, although with a reduced scope of work, for \$335,598.50. The plaintiffs incurred an additional \$30,284.00 to Pronto Construction to complete the necessary framing for the Project. In addition, a third contractor, K-Mac Contracting, was paid \$33,500 to remediate and to build a deck which had been begun but which was poorly built and not finished.

[17] The plaintiffs further incurred:

- (a) extra storage costs incurred by the Plaintiffs in the amount of \$2,163.95 resulting from the six-month delay in completing the project;
- (b) \$2,257.74 as the cost of re-purchasing balcony doors damaged by the Defendants; and
- (c) \$508.50 as the cost of the Home Inspection Report.

[18] In total, the plaintiffs incurred \$534,312 to remediate and complete the project, including the deposit to the defendants. The Agreement was to complete the Project for \$270,000. The plaintiffs have incurred \$264,312 more to complete the Project than contracted for in the Agreement.

## **Analysis**

[19] The plaintiffs have established by the admissions in the statement of claim and the evidence of Mr. Papanicolaou that there was a breach of the Agreement. MGP Consulting Group failed to complete the Project in a timely manner and in a good and workmanlike fashion. I am satisfied that MGP Consulting Group is in breach of the Agreement. As noted, any breach of the sole proprietorship is the responsibility of Mr. Privitera.

[20] There was also a claim for negligence in the performance of the work. As I have found that there was a breach of contract and the damages claimed are identical, there is no need to proceed with that analysis.

[21] The Agreement provided that the Project was to be completed for \$270,000 but the plaintiffs ended up paying \$534,312, including remediation and expenses. They seek damages of \$264,312, being the additional costs.

[22] The pleading and evidence establish that the plaintiffs incurred costs both to rectify the shoddy work and to complete the Project. The plaintiffs have provided the necessary back-up to establish those amounts. The plaintiffs are entitled to be placed in the same position as if the contract had been performed.

[23] The plaintiffs are entitled to a judgment in the amount of \$264,312 plus pre- and post-judgment interest pursuant to the *Courts of Justice Act* as against Mr. Privitera and MGP Consulting Group.<sup>1</sup>

[24] The plaintiffs are also entitled to partial indemnity costs. I find that the costs claimed in the amount of \$10,3014 are fair and reasonable and within the reasonable contemplation of the defendants.

[25] A draft order may be submitted for the court's consideration.

Callaghan J.

**Released:** January 27, 2026

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<sup>1</sup> While MGP Consulting Group is not a legal entity, the rules provide that a sole proprietorship may be sued in its business name and that any judgment may be enforced in the same manner as a partnership: r. 8.07(2). That is, the judgment may be enforced “against the property of the sole proprietorship, i.e., the property employed in the business” : [Garry D. Watson, O.C., Derek McKay, Holmsted and Watson: Ontario Civil Procedure, \(Scarborough: Carswell, 2024\), ch. 23 at para. 13](#). Such a judgment is duplicative of the judgment against the sole proprietor, being Mr. Privitera who is also responsible for the debts and judgments of his sole proprietorship.