

CITATION: Wang v. RBC Direct Investing Inc., 2026 ONSC 624
COURT FILE NO.: CV-23-00703312-0000
DATE: 20260202

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: TING WANG, Plaintiff

AND:

RBC DIRECT INVESTING INC., Defendant

BEFORE: Justice Glustein

COUNSEL: *Ting Wang* (self-represented)

Morag McGreevey for the defendant

HEARD: January 16, 2026

REASONS FOR DECISION

Nature of motion and overview

[1] The defendant, RBC Direct Investing Inc. (“RBCDI”), brings the present motion to strike, without leave to amend, the “amended (August 2025) STATEMENT OF CLAIM”¹ (the “Third Claim”)², under Rules 21 and 25 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194.

[2] RBCDI submits that the Third Claim should be struck because it (i) discloses no reasonable cause of action; and (ii) fails to plead the material facts for which the plaintiff, Ting Wang (“Wang”), relies on for the claim. RBCDI further submits that based on the procedural history, the court should not grant leave to amend the Third Claim.

[3] Wang submits that the Third Claim discloses a reasonable cause of action and pleads the material facts necessary to establish his claim against RBCDI. Consequently, Wang asks the court not to strike the Third Claim.

¹ In these reasons, I use the typography as set out *verbatim* by the plaintiff in the Third Claim.

² As I discuss below, the present “Third Claim” before the court is the third attempt by the plaintiff to present a claim that meets the requirements of Rules 21 and 25.

[4] In the alternative, Wang submits that if the court strikes the Third Claim, the court should grant leave to amend the Third Claim.

[5] For the reasons that follow, I strike the Third Claim without leave to amend.

Facts

The parties

[6] RBCDI is an order execution-only investment dealer that provides self-directed investors with direct access to buy and sell securities, including stocks, exchange-traded funds, mutual funds and guaranteed investment certificates at a low cost. RBCDI does not provide investment advice or recommendations regarding the purchase or sale of any securities.

[7] Wang alleges that he used RBCDI's platform.

The nature of the claim

[8] In an endorsement dated March 10, 2025, which I review in further detail below (the "Endorsement"), Akazaki J. struck the first version of the claim with leave to amend. I adopt his description of the nature of the claim, at paras. 6-8:

The plaintiff alleges that he was a self-directed investment client of RBC. RBC is an order-execution investment dealer. This means it provides clients access to markets to buy and sell securities such as stocks at low cost. In return for the low fees, it does not provide advice of any kind. The plaintiff submitted he knew this and did not rely on any advice. His complaint was not faulty advice, but rather unauthorized transactions.

In the opening paragraph, the plaintiff described how RBC carried out three transactions without his authorization. This led to his losses. The plaintiff had figured out that the vaccine manufacturer Moderna was not going to be able to sustain its market price. He therefore decided to short-sell Moderna stock. Short selling usually entails borrowing shares in a margin account and selling them at the current price. If, as expected, the stock value falls, the seller "covers the short" by buying the shares back and returns them to the lender. If the covering price is lower than the original sale, the seller makes a profit. If the price does not decline, certain conditions can arise resulting in a loss being forced on the client by the dealer. All of this became clearer, once I asked the plaintiff to explain what he meant by the words "forced debt" in the first paragraph of his statement of claim.

In general terms, the plaintiff was able to explain that RBC performed transactions without his authorization that derailed his plans regarding the Moderna stock. [...]

[9] Wang pleads claims based on legal principles such as fraud, breach of contract, negligence, duty of good faith, and statutory obligations under statutes such as the *Bank Act*, S.C. 1991, c. 46,

the *Business Corporations Act*, R.S.O. 1990, c. B.16 (the “OBCA”), the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 (the “CBCA”), the *Canadian Charter of Rights and Freedoms* (the “Charter”) and *The Constitution Act*.³ However, as I discuss below, Wang has failed to plead the material facts to make the Third Claim comprehensible such that RBCDI could respond to it. Consequently, the court cannot describe the factual allegations supporting Wang’s claims.

Procedural history

[10] A notice of action was issued on July 24, 2023, and RBCDI was served with an undated statement of claim on January 3, 2024 (the “First Claim”). That claim was 38 pages in length, single spaced, replete with evidence and legal maxims, and included numerous graphs and lengthy excerpts of documents, legal statutes and account statements.

Demand for particulars and response

[11] RBCDI served Wang with a demand for particulars pursuant to Rule 25.10 on February 7, 2024, respecting the allegations in the First Claim.

[12] Wang delivered a response to RBCDI’s demand for particulars on February 20, 2024 (the “Response”). However, the Response failed to answer nearly every request. In many instances, Wang responded by repeating passages from the First Claim without adding particulars.

RBCDI motion to strike

[13] In light of the First Claim and the Response, RBCDI brought a motion to strike the First Claim. The motion was heard by Akazaki J. on March 10, 2025. By endorsement dated the same date (previously defined as the “Endorsement”), Justice Akazaki struck the First Claim but granted Wang a period of 45 days to retain a lawyer to prepare a Fresh as Amended Statement of Claim.

The Endorsement

[14] Justice Akazaki made the following findings in the Endorsement:

- (i) The First Claim “verges on the incomprehensible and resembles a wall of hieroglyphs before the discovery of the Rosetta Stone”: at para. 4.
- (ii) “Currently worded, the statement of claim has no reasonable chance of success. More to the point, the justice of the case under rule 1.04 would make it wholly

³ I note that Wang’s references to the ‘CONSTITUTION ACT’ in the Third Claim appear to be references to the *Charter*.

unfair to the defendant to proceed to trial without an intelligible articulation of the facts alleged against it”: at para. 4.

- (iii) “With the help of a patient lawyer, the likelihood of success might be raised higher than zero. As detailed below, some of the raw materials of a cause of action might be found in the current statement of claim but one must mine rather deep to get at it. The plaintiff stated at the hearing that he can afford a lawyer. [...] I will give the plaintiff 45 days to find such a lawyer”: at para. 5.
- (iv) “All the plaintiff needs to explain to a lawyer is what happened. A lawyer can then prepare a fresh amendment that sets out in plain and clear language what happened to the plaintiff. He said that he can afford a lawyer. The court, in an earlier motion regarding service, has already urged him to seek legal representation. If he continues to defy this advice and persists in relying on the current pleading, the defendant should not be required to defend”: at para. 10.
- (v) Given Wang’s position that he was prepared to appoint a lawyer to set out a claim that satisfied Rules 21 and 25, Akazaki J. followed caselaw granting leave to amend when “the pleading can be put right or improved”: at paras. 3, 11.
- (vi) “[T]he defendant is not bound by the amendment and may bring a further motion to strike the claim”: at para. 11.
- (vii) Justice Akazaki ordered Wang to pay partial indemnity costs of \$12,181.40: at para. 12.

The Second Claim

[15] Instead of retaining a lawyer, Wang delivered a 77-page Fresh as Amended Statement of Claim on April 23, 2025 (the “Second Claim”). RBCDI advised Wang that the Second Claim also failed to disclose a reasonable cause of action, failed to plead material facts, and improperly pleaded evidence.

The Third Claim

[16] In response to the position taken by RBCDI on the Second Claim, Wang prepared the Third Claim which is now before the court. The Third Claim is 124 pages, and is replete with evidence and legal maxims, including numerous graphs, and lengthy excerpts of documents, legal statutes and account statements.

Analysis

[17] I first review the applicable legal principles. I then apply those principles to the Third Claim.

Applicable legal principles

[18] The applicable legal principles on a motion to strike are governed by settled law. I first review the general legal principles on a motion to strike a claim on the basis that it does not disclose a cause of action or fails to plead material facts to support a claim.

[19] I then consider the legal principles governing motions to strike “incomprehensible” claims.

[20] Finally, I review the law on the test to grant leave to amend a claim which is struck on the basis that it does not disclose a cause of action or fails to plead material facts to support a claim.

General principles on a motion to strike a claim on the basis that it does not disclose a cause of action or fails to plead material facts to support a claim

[21] In *Gilani v. BMO Investments Inc.*, 2021 ONSC 3589, leave to appeal refused, 2021 ONSC 5906 (Div. Ct.), the court summarized the settled law on a motion to strike, at paras. 66-72:

The test under s. 5(1)(a) is the same as on a motion to strike: the "plaintiff satisfies this requirement unless, assuming all facts pleaded to be true, it is plain and obvious that the plaintiff's claim cannot succeed": *Pro-Sys Consultants Ltd. v. Microsoft Corp.*, 2013 SCC 57, [2013] 3 S.C.R. 477, at para. 63.

A claim should not be dismissed unless the court is satisfied "beyond reasonable doubt" that the claim cannot succeed: *Hunt v. Carey Canada Inc.*, [1990] 2 S.C.R. 959, at 980.

The inquiry is into the legal adequacy of the causes of action pled, not the evidence for or against those causes of action: *Brozmanova v. Tarshis*, 2018 ONCA 523, at para. 25.

"All allegations of fact pleaded are assumed to be true unless they are patently ridiculous, manifestly incapable of proof, or amount to bald conclusory statements unsupported by material facts": *Wright v. Horizons ETFs Management (Canada) Inc.*, 2020 ONCA 337, at para. 58(b).

"The pleading must be read generously to allow for drafting deficiencies and the plaintiff's lack of access to key documents and discovery information. The court should err on the side of permitting an arguable claim to proceed to trial": *Wright*, at para. 58(d).

No evidence is admissible: *Wright*, at para. 58(a). However, the court can assess documents incorporated by reference into the pleading in evaluating the legal tenability of the claim: *Das v. George Weston Limited*, [2018 ONCA 1053](#), at para. 74, leave to appeal ref'd [2019] S.C.C.A. No. 69.

Consequently, the threshold for satisfying the cause of action requirement is "very low": *McLaren v. Stratford (City)*, [2005] O.J. No. 2288 (S.C.), at para. 21.

[22] In addition, I adopt the following general principles relevant to a motion to strike:

- (i) It is the plaintiff's burden under Rule 25.06(1) to plead the material facts upon which it relies to support its claims. The facts pleaded are the firm basis upon which the claim must be evaluated, and they must be set out "with precision and clarity": *Pennyfeather v. Timminco Limited*, 2011 ONSC 4257, 107 O.R. (3d) 201, at para. 51; *R. v. Imperial Tobacco Canada, Ltd.*, 2011 SCC 42, [2011] 3 S.C.R. 45, at para. 22.
- (ii) The court's power to strike claims is essential to the administration of justice. It is a "valuable housekeeping measure essential to effective and fair litigation." It "unclutters the proceeding" by ensuring that only claims which "have some chance of success go on to trial": *Imperial Tobacco* at para. 19; *Florence v. Benzaquen*, 2021 ONCA 523, 462 D.L.R. (4th) 251, at para. 83.
- (iii) Generalized allegations are not sufficient: *Khan v. Canada Attorney General*, 2009 CanLII 7090 (Ont. S.C.), at para. 19, leave to appeal refused, 2009 ONCA 737.
- (iv) The court is not bound to accept facts that are "manifestly incapable of being proven": *McCreight v. Canada (Attorney General)*, 2013 ONCA 483, 116 O.R. (3d) 429, at para. 39, citing *Imperial Tobacco*, at para. 22.
- (v) A statement of claim should be struck where it fails to disclose the material facts on which the plaintiff relies for the claim: *Kurdina v. Toronto Police Services Board*, 2008 CanLII 66629 (Ont. S.C.), at para. 8.

Legal principles governing motions to strike "incomprehensible" claims

[23] A statement of claim should be struck when "it is impossible to determine what the cause of action is": *Williams v. Seymour*, 2008 CarswellOnt 7076, at para. 2.

[24] In *Williams*, D.A. Wilson J. (as she then was), struck a claim without leave to amend when (i) the claim contained "[n]umerous 'maxims of law' [...] which have no place in a Statement of claim"; (ii) the claim was "incomprehensible and it is impossible to discern any cause of action and the Defendants certainly cannot plead it to it"; and (iii) "[n]o allegations against the Defendants are pleaded that (if true) would amount to an independent actionable wrong on the part of the Defendants": at paras. 2-3.

[25] In a concise endorsement, D.A. Wilson J. held, at paras. 2-3:

On a plain reading of the Statement of Claim, it is impossible to determine what the cause of action is. Numerous "maxims of law" are set out which have no place in a Statement of claim. Reference is made to a "bonded promissory note" but it is unclear what the Defendants' involvement was with the note. In paragraph 26 the Plaintiff pleads that he issued an International Commercial Claim although it is unclear what that relates to and the Plaintiff indicates he has involved officials in

the USA. It is alleged the Plaintiff's car was stolen and it is hinted that the Defendants were somehow responsible for this although the role of the Defendants in the car theft is not set out. Read as a whole the Statement of Claim is incomprehensible. Although the employees of HSBC Bank are named as Defendants, no cause of action against them is pleaded, notwithstanding damages of \$977,976,076.00 are claimed. No allegations against the Defendants are pleaded that (if true) would amount to an independent actionable wrong on the part of the Defendants.

On a motion to strike out a pleading, the court must accept the facts in the claim as being true and determine if the claim has any chance of success: *Prete v. Ontario* (1993), 68 O.A.C. 1 (Ont. C.A.). While I am cognizant that threshold for sustaining a pleading under R. 21 is not a high one, the Statement of Claim in this case is, in my view, incomprehensible and it is impossible to discern any cause of action and the Defendants certainly cannot plead it to it.

[26] In *Kurdina*, the court struck out the claim without leave to amend when it found that “[t]he Statement of Claim is incomprehensible”: at para. 9.

Legal principles governing leave to amend if a claim is struck under Rule 21 or 25

[27] Leave to amend a claim struck under Rule 21 or 25 should be granted unless the claim “contains a ‘radical defect’ incapable of being cured by amendment”: *AGF Canadian Equity Fund v. Trans America Commercial Finance Corp. Canada* (1993), 14 O.R. (3d) 161 (Gen. Div.), at p. 172.

[28] However, leave to amend will not be granted when a plaintiff has been advised of deficiencies in the pleading and fails to amend the pleading to address the deficiencies. If the plaintiff has “ample opportunity to amend his pleading but had failed to do so”, it is appropriate for the court to strike the claim without leave to amend: *Arsenijevich v. Ontario (Provincial Police)*, 2019 ONCA 150, at paras. 3, 8.

[29] Further, leave to amend will not be granted if the court is satisfied that the deficiencies in the pleading cannot be cured by a further amendment: see *Williams*, at para. 4, in which D.A. Wilson J. denied leave to amend the claim before the court.

[30] In *Sandri v. Canada (Attorney General)*, 2009 CanLII 44282 (Ont. S.C.), the court struck out the claim without leave to amend when it was “satisfied that the defects in the statement of claim are so serious that they cannot be cured by amendments”: at para. 13.

[31] In *Kurdina*, the court struck out the claim without leave to amend when it was “satisfied that no attempt at amendment could possibly remedy the defects of the claim”: at para. 9.

[32] In *Williams*, *Sandri*, and *Kurdina*, the claims which were struck without leave to amend all appear to be the first iteration of the respective claim, as the courts were satisfied that no further attempts could remedy the deficiencies.

Application of the principles to the present case

Overview

[33] In the Endorsement, Akazaki J. provided clear direction to Wang to address the deficiencies in the First Claim. He advised Wang that “if he continues to defy this advice [to retain a lawyer] and persists in relying on the current pleading, the defendant should not be required to defend”.

[34] Justice Akazaki further held that “[c]urrently worded, the statement of claim has no reasonable chance of success. More to the point, the justice of the case under rule 1.04 would make it wholly unfair to the defendant to proceed to trial without an intelligible articulation of the facts alleged against it”.

[35] Despite the clear concerns about the First Claim and RBCDI’s objections to the Second Claim, Wang chose to prepare and rely on the Third Claim, a 124-page document which is replete with legal maxims and references to caselaw but devoid of any material facts to support his claims. Consequently, even read at its most generous to set out possible causes of action, the Third Claim fails to set out any bases for Wang’s claims.

[36] Further, the Third Claim remains incomprehensible. No reasonable defendant reading the Third Claim would be able to understand it, and as such, no defendant would be able to plead a defence in response.

[37] Consequently, as I discuss below, I strike the Third Claim.

[38] Finally, since Wang has now been unable to produce a statement of claim that complies with Rules 21 and 25, despite being given three opportunities to do so, I find that Wang is unable to comply with the rules of pleading. Therefore, I strike the Third Claim without leave to amend.

There are no material facts pleaded to support the causes of action

[39] Read generously, Wang appears to base his claim on (i) fraud, (ii) breach of contract, (iii) breach of duty of good faith, (iv) negligence, and (v) breach of statute under the *OBCA*, *CBCA*, the *Charter*, and the *Bank Act*.

[40] However, there are no material facts pleaded to support any of those purported causes of action.

(a) Fraud

[41] In the Third Claim, Wang refers to the word “fraud” (or its derivations such as “fraudulent misrepresentation”) on 10 separate occasions. The essence of the claim appears to be that Wang was confused by individual words in (i) the “Defendant’s Agreement” between the parties; and (ii) a series of letters sent by RBCDI advising Wang that he needed to take action to satisfy regulatory and contractual requirements regarding debt and use of margin in his accounts.

[42] For example, on page 25 of the Third Claim, Wang alleges that the wording of the Defendant's Agreement (presumably, the Operation of Account Agreement (the "OAA"), which existed between RBCDI and Wang) is confusing:

[T]he Defendant confuses the client(s) by carefully crafted words in the Defendant's Agreement to clients and eluded to by the Formal Complaint officer in Response, and said Agreement as in 'Claim record of material fact relied on to substantiate the claim', [...] wherein the plaintiff points out that 'We may do so for a sale for your Account or another client's account.' is not required. In fact and because the nature required are out and clear/before the period proceeding it, and it appears not to be required by ANY rules, But for misleading the client!

[43] However, the above pleading cannot support a claim of fraud.

[44] In *Midland Resources Holding Limited v. Shtauf*, 2017 ONCA 320, 135 O.R. (3d) 481, at para. 198, the court held that a pleading of fraud or misrepresentation must set out with particularity the elements of the misrepresentation relied upon, including:

- (i) the alleged misrepresentation itself,
- (ii) when, where, how, by whom and to whom it was made,
- (iii) its falsity,
- (iv) the inducement,
- (v) the intention that the plaintiff should rely upon it,
- (vi) the alteration by the plaintiff of his or her position relying on the misrepresentation,
- (vii) the resulting loss or damage to the plaintiff, and
- (viii) if deceit is alleged, an allegation that the defendant knew the falsity of his statement.

[45] The Third Claim fails to provide material facts with respect to: (i) whether the alleged wording in the OAA and the letters was false; (ii) RBCDI's alleged knowledge of the falsehood of the wording; (iii) how the wording caused Wang to act; and (iv) how Wang's actions, in reliance on the fraudulent misrepresentation, resulted in a loss.

[46] The Response provides no clarity or specificity with respect to these deficiencies.

[47] Consequently, the claim of fraud cannot be established on the facts as pleaded.

- (b) Breach of Contract

[48] The Third Claim refers to "contract" or its derivations 87 times. However, there are no material facts pleaded to support a breach of contract claim.

[49] By way of example, at pp. 9-10 of the Third Claim, Wang pleads:

- (i) “a. contract of DI OAA excerpt of which is in Excerpt from DI OAA, in/by/under common law, the law of torts and statutes, and/or” and,
- (ii) “c. implied terms of contract, duty of, by the word “shall”/mandatory requirement, fair dealing/statutory fair dealing (Bank Act (S.C. 1991, c. 46), PART XII.2 Dealings with Customers and the Public”.

[50] A proper pleading of breach of contract must contain sufficient particulars to identify the nature of the contract, the parties to the contract, the relevant terms of the contract, which term was breached, the conduct giving rise to the breach, and the damages that flow from the breach. It must also clearly plead who breached the term and how it was breached: *McCarthy Corp. PLC v. KPMG LLP*, 2007 CarswellOnt 35 (Ont. S.C.), at para. 26.

[51] To the extent that Wang is seeking to allege a breach of the OAA (based on a generous reading of the pleading), the Third Claim fails to identify the relevant terms of the contract, which term(s) were breached, or the damages that flow from that specific breach. Wang alleges no acts or omissions that could constitute a breach of the OAA.

- (c) Breach of duty of good faith

[52] The Third Claim makes 96 references to “good faith”.

[53] By way of example, at p. 24 of the Third Claim, Wang alleges that RBCDI “exhibits low standard on business conduct” and “low standards of ethics”. He alleges that the OAA is drafted in “poor English, very, very and very poor” and submits that “the only possible, reasonable explanation, beyond any reasonable doubts and possible explanations, that the Defendant choose to use poor English as said, is to DECIEVE! And the defendant’s action is not borrow.”

[54] However, the passages above, and the balance of the Third Claim, fail to provide the required material facts as to: (i) the basis for an alleged duty of good faith, (ii) the standard of that alleged duty, or (iii) the alleged acts or omissions that constitute a breach of the duty of good faith.

[55] Particulars of the specific bad faith conduct complained of, *i.e.*, “who did what and when,” must be pled. “Anything less is a bald allegation which will be found to be ‘frivolous and vexatious’”: *Robson v. Law Society of Upper Canada*, 2016 ONSC 5579, at para. 67.

[56] “The party claiming bad faith must provide specific allegations of it”: *Salehi v. Association of Professional Engineers of Ontario*, 2016 ONCA 438, at para. 9.

[57] Wang’s only explanation for the alleged duty of good faith is that the duty is required under the *OBCA*. However, Wang has not pleaded material facts supporting the application or breach of the *OBCA*.

[58] Even if the *OBCA* applies to RBCDI, Wang only relies on s. 134(1)(a), which imposes a duty of good faith on the directors and officers to the corporation, not a duty owed by the corporation generally.

(d) Negligence

[59] In the Third Claim, Wang makes 80 references to “negligence” or its derivations, 50 references to “duty of care”, and 41 references to “tort” or its derivations. However, no material facts are pleaded to support such a claim.

[60] A successful action in negligence requires the plaintiff to demonstrate that (i) the defendant owed him a duty of care; (ii) the defendant's behaviour breached the standard of care; (iii) the plaintiff sustained damage; and (iv) the damage was caused, in fact and in law, by the defendant's breach: *Mustapha v. Culligan of Canada Ltd.*, 2008 SCC 27, [2008] 2 S.C.R. 114, at para. 3.

[61] All elements of the tort must be pleaded and proved: *1688782 Ontario Inc. v. Maple Leaf Foods Inc.*, 2020 SCC 35, [2020] 3 S.C.R. 504, at para. 18.

[62] At pp. 23 and 25 of the Third Claim, Wang alleges that:

- (i) “the plaintiff finds that the defendant exhibits low standard on business conduct, and it falls below standards/requirements in Business Corporations Act section 134. Standards of care, etc.” and,
- (ii) “Whereby, and by Particulars, and by other material facts that follow and above/b./”bad Notices”, and by r. 25.06(2) above, the plaintiff alleges and concludes that the defendant is in breach of below numbered paragraphs/duties, in breach of which, are causes of action...”

[63] This pleading (including the uncontextualized reference to the term “Standards of care”) does not meet the level of specificity required to satisfy any of the elements of the tort of negligence.

[64] Further, as noted above, the statutory reference to s. 134 of the *OBCA* refers to the duty of care owed by directors and officers to the corporation, not by RBCDI to Wang.

(e) Application and breach of statutes

[65] The Third Claim relies on the alleged application and breach of statutes, with 25 references to s. 134 of the *OBCA*, 11 references to s. 122 of the *CBCA*, 15 references to the *Charter* (including the *Constitution Act*) and 6 references to the *Bank Act*.

[66] Wang has not pleaded material facts that support the application of and breach of these statutes. The Response does not correct this deficiency.

[67] In any event, while the *Bank Act* governs the operation of RBCDI's parent bank, the Royal Bank of Canada, neither the *Bank Act*, nor the *CBCA*, the *OBCA* or the *Charter* apply to the alleged subject matter of the action: see *OBCA*, s. 2, *Charter*, s. 32.

(f) Conclusion on failure to plead material facts

[68] For the above reasons, the Third Claim fails to disclose a cause of action or plead the material facts necessary to establish the claims.

The Third Claim should also be struck because it remains incomprehensible

[69] The excerpts from the Third Claim referred to above (and a reading of the Third Claim in its entirety) demonstrate that it is not possible to understand the basis for the claim against RBCDI, even being read generously and allowing for drafting deficiencies. There is no logic to the text of the allegations, let alone the substance.

Conclusion on motion to strike

[70] The Third Claim, as the First Claim before Akazaki J., remains incomprehensible and continues to (i) fail to disclose a reasonable cause of action; (ii) fail to plead material facts; and (iii) improperly plead evidence.

[71] The Third Claim is argumentative, rambling, fails to comply with the rules of pleading, and is the longest iteration of the claim. It refers to numerous and fragments of legal concepts, without tying together any cause of action with the requisite material facts. RBCDI cannot plead to this claim.

Leave to amend

[72] As I discuss above, courts have the discretion to strike a claim without leave to amend. I rely on the decisions in:

- (i) *Williams*, in which the court did not grant leave to amend upon concluding that “the deficiencies in this pleading cannot be cured by amendment”: at para 4,
- (ii) *Sandri*, in which the court struck out the claim without leave to amend when, at para. 13, the court was “satisfied that the defects in the statement of claim are so serious that they cannot be cured by amendments”, and
- (iii) *Kurdina*, in which the court struck out the claim without leave to amend when the court was “satisfied that no attempt at amendment could possibly remedy the defects of the claim”: at para. 9.

[73] I also rely on the decision in *Arsenijevich*, in which the court upheld the decision of the motions judge to strike the claim without leave to amend when the plaintiff had been advised of

deficiencies in the pleading and chose not to amend the pleading to address the deficiencies: at paras. 3, 8.

[74] Based on the above caselaw, I do not grant leave to amend in the present case. Wang has now proposed three versions of a claim against RBCDI. As in *Arsenijevich*, Wang was provided ample opportunity to prepare a claim which complies with the rules of pleading and he has not been able to do so.

[75] As in *Williams*, I find that the deficiencies in this pleading cannot be cured by amendment. Wang was encouraged to find a lawyer, and he advised Akazaki J. that he would do so. Even if Wang cannot find a lawyer to represent him (as he advised the court at the present hearing), Wang has been provided with three opportunities to present a comprehensible claim and is unable to do so.

[76] Consequently, I strike the Third Claim without leave to amend. The procedural history of this case, particularly after the clear direction of Akazaki J., shows that the deficiencies in the Third Claim cannot be cured by a fourth amendment.

[77] Given the above circumstances, the defects in the Third Claim cannot be cured. I find that Wang cannot draft a compliant pleading. I strike the Third Claim without leave to amend.

A note on the RBCDI offer to settle

[78] At the present hearing, Wang sought to rely on a without prejudice offer to settle the motion from RBCDI. In an email letter dated May 13, 2025, counsel for RBCDI proposed a radically redrafted claim which, if Wang accepted it, would have avoided the present motion to strike.

[79] Wang submits that the fact that RBCDI proposed an acceptable claim is sufficient, on its own, to satisfy the court that leave to amend should be granted. Wang submits that the proposed RBCDI draft claim can be considered as a fourth claim which meets pleading requirements. I do not agree.

[80] First, it is highly improper for Wang to seek to rely (and file with his court record) an offer to settle which is fully protected by settlement privilege. Not only was the email titled “WITHOUT PREJUDICE”, but counsel for RBCDI also took particular care to explain the effect of settlement negotiation privilege:

We are providing it to you on a “without prejudice” basis – meaning that it is being provided to open a discussion as to whether we may be able to resolve our client’s disputes with respect to your Fresh as Amended Claim and is covered by settlement privilege. If the parties are unable to resolve their disputes, we will formally serve

and file the enclosed draft Notice of Motion and seek a date for a further motion to strike your claim against our client.

[81] The evidence of the proposed settlement should never have been before the court. Wang's reliance on a without prejudice settlement offer seeks, in effect, to cause RBCDI the prejudice that the privilege is designed to protect. Consequently, I do not admit the offer into evidence on the merits of the motion and I do not rely on it as a basis to allow leave to amend.

[82] Further, even if the offer had been admissible, it would not support Wang's position. RBCDI was only looking for a mechanism to avoid another costly motion to strike. It may well have believed that its proposed radically redrafted version would best be addressed by subsequent proceedings such as summary judgment or summary trial, rather than incur more costs on a pleadings motion. RBCDI cannot be taken to have admitted that its proposed claim would have survived a pleadings motion (particularly when delivered on a without prejudice basis).

[83] Finally, Wang's refusal to accept the offer when made by RBCDI is consistent with my conclusion that leave to amend is not appropriate in the present case. The offer was another opportunity for Wang to prepare a proper claim. He refused to accept it, instead proposing numerous changes which were not acceptable and led to this motion. On that basis, Wang's response to the offer is consistent with the procedural history of this action. Wang has been consistently unable to deliver a proper pleading, even though he was provided ample opportunity to do so.

Order and costs

[84] For the above reasons, I grant the motion and strike the Third Claim without leave to amend.

[85] RBCDI seeks substantial indemnity costs of \$25,780.76 based on the offer to settle the motion (which RBCDI would only have raised after my decision except for the conduct of Wang who put it before the court). I rely on Rule 49.02(2) and apply by analogy Rule 49.10 for the consequences of refusing to accept a settlement offer when the plaintiff (like the defendant as a moving party) obtains a judgment which is as favourable than the offer. Consequently, I order costs on a substantial indemnity scale.

[86] I further find that the total of 49.6 hours incurred by RBCDI for all steps in the present motion is reasonable, and consistent with the expectations of an unsuccessful party.

[87] Consequently, I fix costs at \$25,780.76 (inclusive of taxes and disbursements) payable by Wang to RBCDI within 30 days of these reasons.

GLUSTEIN J.

Date: 20260202

CITATION: Wang v. RBC Direct Investing Inc., 2026 ONSC 624
COURT FILE NO.: CV-23-00703312-0000
DATE: 20260202

ONTARIO

SUPERIOR COURT OF JUSTICE

TING WANG, Plaintiff

AND:

RBC DIRECT INVESTING INC., Defendant

REASONS FOR DECISION

Glustein J.

Released: February 2, 2026