

**CITATION:** Folino v. Shahid, 2026 ONSC 841  
**COURT FILE NO.:** CV-24-2427-0000  
**DATE:** 2026-02-11

**SUPERIOR COURT OF JUSTICE - ONTARIO**

**RE:** Sam Folino and Inet Lending Corp., Plaintiffs

**AND:**

Merium Shahid, Defendant

**BEFORE:** Associate Justice Glick

**COUNSEL:** Amrita Mann, for the Plaintiffs

Gurinder Jaspal, for the Defendant

**HEARD:** February 4, 2026

**ENDORSEMENT**

**INTRODUCTION**

[1] This is a motion by the defendant Merium Shahid for leave to bring this motion, leave to file an amended statement of defence, leave to issue a third-party claim and for consequential timetabling of the next steps in this action. The motion has been brought on the eve of the Plaintiffs' summary judgment motion, which is returnable on March 9, 2026 at a.m. and which is booked for three hours. The parties attended triage court on November 20, 2025 to obtain that date and have exchanged materials.

[2] This motion arises in a mortgage enforcement action in relation to four collateral second mortgages on four properties owned by the defendant. The mortgages, for a total amount of approximately \$425,000, went into default (which is admitted). The plaintiffs assert that they are also entitled to an additional amount of money they paid to discharge a first mortgage on one of the four properties after it went into default. They state that they had the right to pay off that first mortgage pursuant to the agreement with the defendant. As of April 28, 2025, they sought an amount of \$1,078,532.22 as against the defendant.

[3] The reason the defendant brings this motion now is that she says she has recently discovered new evidence that the mortgage broker, a Mr. Satindar Gill, and the lender, a Mr. Maninder Gill, are brothers. The defendant says this information was not disclosed either before or at the time of the execution of the mortgage. It is the defendant's position that this relationship, which she describes as a conflict of interest, transforms the nature of the mortgage and circumstances surrounding it, raising new defences to the action and giving rise to causes of action which need to be raised by counterclaim. It would be unfair, the defendant says, to proceed to a Rule 20 motion, without providing the defendant the opportunity to raise these issues.

[4] The plaintiffs for their part oppose this motion. They say that it represents another attempt by the defendant to frustrate the hearing of the summary judgment motion. They point to the defendant's previous motion before Justice Kurz, of this court, in this action, which Justice Kurz dismissed, finding it "ill-conceived". They also point to the defendant's pursuit of a parallel proceeding in Oshawa wherein she sought various orders in relation to the subject of this same proceeding. In addition, the plaintiffs take the position that the proposed amendments to the statement of defence raise defences untenable at law. If leave is granted to either amend the defence or issue a third-party claim, the plaintiffs take the position that those steps should not interfere with the hearing of the summary judgment motion.

## **FACTS**

[5] The facts of the underlying action were dealt with by Justice Kurz in his endorsement of June 6, 2025 at paragraphs 8-15. I do not intend to repeat those facts again here. Instead, I will focus on the procedural steps taken in this action to date as well as the new evidence that the defendant says she recently discovered.

### **Steps in This and Related Proceedings**

[6] After this action was commenced and defended, the defendant commenced a separate proceeding in St. Catherines with respect to one of the four properties. She then, on May 19, 2025, sought an interim injunction or a stay concerning that property. That motion was dismissed by Justice Donohue in an endorsement dated May 22, 2025.

[7] Thereafter, on June 5, 2025, Justice Kurz heard a motion by the defendant to discharge the four collateral mortgages upon payment of \$400,000 into court. That was the amount the defendant stated was owing on the mortgages. Justice Kurz, in an Endorsement released on June 6, 2025 dismissed that motion, finding it to be ill-conceived. Justice Kurz found that the motion had been brought under the wrong rule, that the plaintiffs were entitled to pay off the first mortgage and to add it to the second mortgage, that the plaintiffs were entitled to claim the full amount, and that the amount the defendant sought to pay was not an appropriate figure to discharge the mortgages. Justice Kurz ordered costs against the defendant in the amount of \$9,000 payable within thirty days. On October 3, 2025, leave to appeal that decision to the Divisional Court was denied and the defendant was ordered to pay an additional \$4,882.50 in costs.

[8] On July 3, 2025 the parties attended triage court to set a timetable for the summary judgment motion. Justice Mills set a timetable for the motion, requiring the defendant to deliver responding materials by July 20, 2025. Reply materials, if any, were due by August 15, 2025. Cross-examinations were to be completed by September 15, 2025. Undertakings were to be answered by October 7, 2025. Facta were to be exchanged by November 7, 2025 and the parties were to return to triage court to obtain a date for summary judgment on November 13, 2025.

[9] On November 20, 2025, the parties attended triage court and obtained the March 9, 2026 date for the summary judgment motion. The motion, as above, is booked for three hours.

[10] While those steps were being taken, the defendant also commenced a separate proceeding in Oshawa. The Oshawa proceeding, while really an application, was commenced as an action on July 17, 2025. It names the plaintiffs in this action as defendants. Ms. Shahid, in that action, sought orders for assessment of payout statements, an order for payment into court of the undisputed amount required to discharge the mortgages, pending the outcome of the assessment, an order for the discharge of the mortgage upon payment of the assessed amount, a declaration of bad faith against the plaintiffs in this action on the basis that they obstructed refinancing efforts and imposed unauthorized fees, and costs.

[11] On October 29, 2025, the defendant sent the plaintiffs a notice of discontinuance of the Oshawa action. This was a day before it was to be heard. The action though was not discontinued.

Instead, it proceeded to a motion in front of Justice Bhangu on December 11, 2025. At that hearing the defendant sought the relief referred to above, with the exception of relief relating to a declaration of bad faith which was abandoned without explanation.

[12] Justice Bhangu dismissed the motion. She found that the motion was seeking the same relief as had been sought in front of Justice Kurz. Justice Bhangu stated that it did not make sense to address the motion in that context, or in the context of the pending summary judgment motion in Milton. She stated that the motion in front of her, like the one heard by Justice Kurz, was ill-conceived and that “the legal principles of inconsistent verdicts and abuse of process are lost on [defendant’s counsel]”. Justice Bhangu ordered that “the [defendant] is not to bring similar motions without leave of the court”.

[13] I have not, in setting out the facts above, provided an exhaustive account of every interaction as between the parties or as between the defendant and the various courts. A more fulsome account is set out in the plaintiffs’ responding record on this motion. It is of note however that the defendant has been represented by counsel throughout.

#### New Evidence

[14] On January 27, 2026, the defendant swore an affidavit in support of the within motion. She states in that affidavit that “long after my Statement of Defence was delivered, I became aware of information indicating that the mortgage broker involved in the mortgage transaction, Satindar Gill, and the lender, Maninder Gill, are brothers.” The defendant does not specify when in particular this evidence was discovered, except that it was after pleadings closed and after the summary judgment motion was underway. The evidence she says she discovered includes:

- a. An undated social media profile for Maninder Gill listing Satindar Gill under the “family members” section as his brother.
- b. A social media post by Satindar Gill dated September 7, 2014, that includes the text “--- with Manny Gill and Avtar Gosal” which also includes a comment from a person named Hardeep Gill who states “My dad, my hubby and my bro-in-law!”.
- c. Additional screenshots from 2013 and 2014 showing Maninder Gill and Satindar Gill together at social or celebratory events.

[15] Based on these materials, the defendant states that she believes the broker and lender were not independent of one another and had a close familial relationship at the time of the mortgage transaction. She states the relationship was not disclosed to her, nor is it reflected in any of the documents surrounding the lending transaction.

[16] The defendant goes on to state in her affidavit that had the relationship been disclosed she would have treated the broker's advice differently, and potentially reconsidered. She also states that "the mortgage was advanced in furtherance of interests adverse to my own and in breach of his fiduciary and professional duties." The person being referred to is the broker. The defendant goes on to state that she has now filed a formal complaint with the Financial Services Regulatory Authority regarding the broker, and has served him with a "Formal Notice of Repudiation, Invalidity & Demand for Relief" as well as a "Notice of Regulatory Complaint".

#### Proposed Amended Pleadings

[17] The defendant has attached to her affidavit a draft amended statement of defence and a draft third party claim. The draft amended statement of defence now also includes a crossclaim. The proposed pleading asserts that the mortgage is "void, voidable, or unenforceable due to, among other things, the Plaintiffs' and their agents' breaches of statutory and fiduciary duties, misrepresentation by omission, unconscionability, and non-compliance with applicable legislation". It pleads the alleged familial relationship as between broker and lender, and that the relationship ought to have been disclosed.

[18] The proposed counterclaim seeks a declaration that the mortgage is void, an order rescinding the mortgage and discharging all charges, damages, an accounting of payments, an injunction and full indemnity. The proposed third-party claim largely repeats the same allegations as in the proposed amended defence and counterclaim vis-à-vis the broker. Neither pleading makes any allegation of fraud.

### **LAW AND ANALYSIS**

#### **Issue 1: Leave to Bring This Motion**

[19] The defendant has sought leave to bring this motion. I find however that leave is not required. The Order of Justice Bhangu does not operate as a bar to this motion. Justice Bhangu's direction in the Oshawa action is not a vexatious litigant order under section 140 of the *Courts of Justice Act*. I understand Justice Bhangu's direction to be made under Rule 37.16, and to therefore apply to the Oshawa proceeding only.

[20] In the alternative, this motion by the defendant is of a different kind than the one brought before Justice Bhangu and also not captured by Justice Bhangu's Order for that reason. I note that the plaintiffs agree that leave is not required on this second ground. Either way, the defendant is entitled to bring this motion.

### **Issue 2: Amendment of the Statement of Defence**

[21] Rule 26.01 provides that on motion at any stage of an action the court shall grant leave to amend a pleading on such terms as are just, unless prejudice would result that could not be compensated for by costs or an adjournment. The Court of Appeal set out the test on a motion under Rule 26.01 at paragraph 25 of its decision in *1588444 Ontario Ltd. v. State Farm Fire and Casualty Co.* 2017 ONCA 42. It held that motions under Rule 26.01 are to be granted unless:

- a) The responding party would suffer non-compensable prejudice
- b) The amended pleading is scandalous, frivolous, vexatious or an abuse of the court's process; or
- c) The pleading discloses no reasonable cause of action

[22] The plaintiffs did not advance an argument that they would suffer non-compensable prejudice. The only questions then are whether the pleadings are an abuse of this court's process and whether they disclose a cause of action. I deal with abuse of process first, because if the pleading is an abuse of process, the analysis does not need to continue. I then turn to the question of whether the proposed amendments are viable. As set out below, I find that the proposed amendments are not an abuse of process, but that the majority of the proposed claims are not tenable at law. Limited leave to amend the defence is granted as detailed below.

### Abuse of Process

[23] The plaintiffs assert that this motion is an abuse of process. It is brought a month before a summary judgment motion which has been long scheduled and which is otherwise ready to be argued. The plaintiffs also point to the two motions already dismissed by Justice Kurz and Justice Bhangu. For her part, the defendant argues this motion is not abusive, that the proposed amendments are meant to streamline the litigation and that a fair timetable will address the concern about having this matter dealt with expeditiously.

[24] I have concerns about the timing of this motion. The defendant has sworn an affidavit stating that the familial relationship between broker and lender “did not come to my attention until after my original pleading was delivered and after the summary judgment process was underway.” Specifically, when the information was discovered is not disclosed, but screenshots of the posts the defendant relies upon were taken on December 27, 2025. The affidavit was sworn a month later, on January 27, 2026, and served the next day, which was short service. If the plaintiffs wished to avoid an adjournment of the summary judgment motion, which they do, there was no real opportunity for cross-examination. The defendant for her part requested that the summary judgment motion be “stayed pending the full hearing and determination of this motion” if it couldn’t be heard in the one-hour window of time for which it was booked.

[25] My concerns about the motion are also informed by the conduct of the defence to date. The defendant has brought an unsuccessful motion in front of Justice Kurz wherein she attempted to obtain relief which would have stripped the plaintiffs of the security of their mortgages and given the defendant a windfall. In addition to that motion, the defendant commenced two additional proceedings in respect of the same subject matter of this action – one in St. Catherines and one in Oshawa. She sought an injunction in St. Catherines which was denied and her motion in Oshawa was also dismissed. Justice Bhangu ordered the defendant not to bring similar motions without leave until the rule 20 motion was determined. While as discussed that decision is not a bar to this motion, it informs my analysis.

[26] If this were a procedural motion, I would dismiss it on the basis that it was an abuse of process. The problem I have though, in dismissing this motion on that basis, is that it relates to

the question of whether the motion is an abuse of process and not whether the proposed draft pleading is an abuse of process. If the motion is dismissed the defendant is denied the opportunity to advance substantive defences. Those defences may not be successful, but that is a question for the trier of fact. For that reason, I will not deny leave to amend the defence on the basis that the motion is an abuse of process even as I have the concerns I have identified here. Those concerns instead should go to costs.

### Reasonable Cause of Action

[27] I turn then to the question of whether the proposed amendments disclose reasonable causes of action. In conducting the analysis, I am not examining the evidence, nor am I determining whether the defence can be proven. The question is, like on a rule 21.01(1)(b) motion, whether it is plain and obvious that the defence fails to disclose a cause of defence and in the case of the counterclaim, a reasonable cause of action.

[28] As above, the proposed amended defence and counterclaim adds assertions of breaches of statutory and fiduciary duties, misrepresentation by omission, unconscionability, and non-compliance with applicable legislation. The factual matrix underpinning all of these is the alleged undisclosed familial relationship as between the broker and lender. Unconscionability was previously alleged in the original statement of claim, but the proposed amended defence expands on the original assertions.

### Fiduciary Duty

[29] The defendant did not provide any case law to support the assertion that a lender owes a borrower a fiduciary duty, or that a failure to disclose a familial relationship with a broker could give rise to a breach of said duty. Instead, the case law that the defendant provided, including *Mortgage Genie Inc. v. Johnson*, 2014 CanLii 26813 (On SCSM) at paragraphs 15-19, goes to the existence of a fiduciary relationship as between a borrower and the broker, not the lender.

[30] The plaintiffs, in response, have directed me to the case of *Baldwin v. Daubney* [2005] OJ No 5330, aff'd 83 O.R. (3d) 308 (ONCA). The court, in reasons that were adopted by the Court of Appeal, states at paragraph 65 that "it is well established in the case law that the ordinary

relationship of lender and borrower does not involve or give rise to a fiduciary duty on the part of the lender towards the borrower”. At paragraph 66 of the decision, the court explains why:

The reason that there is no fiduciary duty is simple. A fiduciary duty arises where a relationship between the parties, such as trustee and beneficiary, is established in order to give one party the responsibility to look out for the best interests of the other. The relationship between a lender and a borrower is not of that kind. Rather, it is a typical commercial relationship in which the interests of the parties are not the same and each party seeks to secure its own interest and can reasonably believe only that the other party is doing the same.

[31] The defendant asserted in oral argument that the new facts – the alleged familial relationship between lender and broker – make this a special case where a fiduciary duty is owed by the lender to the borrower. The defendant was not able to provide a case in support of this proposition. Nor do the facts set out in the amended claim support the assertion.

[32] The fact of the familial relationship, accepted as true for the purpose of this analysis, does not transform the relationship as between the plaintiffs and the defendant to one which gives rise to a fiduciary duty. Aside from an allegation of vulnerability, none of the elements of a fiduciary relationship, as set out by the Supreme Court in *Alberta v. Elder Advocates of Alberta Society*, 2011 SCC 24 at paragraph 36 of that decision are present in this case. I find therefore, that the allegations vis-à-vis the plaintiffs of breach of fiduciary duty do not disclose a reasonable cause of action.

[33] Leave to amend the defence to advance allegations of breach of fiduciary duty as either defence or counterclaim is denied.

#### Breach of Statutory Duty

[34] The defendant states that the failure of the lender to disclose the alleged familial relationship also gives rise to a claim for breach of a statutory duty. Leaving aside for a moment the question of whether the breach of a statutory duty may ground a private law action, the statutory duty alleged is owed by the broker and not the lender. This by itself is sufficient to address the tenability of this assertion advanced as both a defence and ground of counterclaim.

[35] The statutory duty that was allegedly breached was a duty of disclosure found in the Mortgage Brokerages: Standards of Practice. Those standards are enacted by O. Reg. 188/08 enacted under the *Mortgage Brokerages, Lenders and Administrators Act, 2006* (“MBLAA”). The defendant alleges a breach of sections 26 and 27 of those standards. A review of those sections though, shows that the duty is owed by brokers and not lenders. While there may be an argument that these sections would support a claim against a broker, they cannot support a claim against a lender to which they do not apply.

[36] Leave to amend the defence to allege breach of statutory duty vis-à-vis non compliance with the standards of practice either as a defence or counterclaim is denied.

[37] Along with the new allegations with respect to the Standards of Practice, the defendants also propose to expand the pleading with respect to breaches of the Leave to amend is granted with respect to the expanded pleadings with respect to the MBLAA. The defendants are granted leave to make these amendments because they simply expand on defences already asserted.

#### Misrepresentation by Omission

[38] The proposed amended statement of defence contains two paragraphs in the defence section and two paragraphs in the counterclaim section that are identical, and which set out this allegation. The two paragraphs read as follows:

The non-disclosure of the familial relationship between the broker and the lender constitutes a material misrepresentation by omission, which induced the Defendant to enter into the mortgage agreement.

The Defendant would not have entered into the mortgage agreement on the same terms, or at all, had this material information been disclosed.

[39] It is not clear to me whether the defendant is asserting that the material misrepresentation was on the part of the broker, lender or both. Assuming though that the defendant is making the assertion vis-à-vis the lender, I find that the defendant’s claim fails as it is plain and obvious that the plaintiffs did not owe the defendant a duty of care.

[40] As set out in *Marks v. Ottawa (City)*, 2011 ONCA 248, the tort of negligent representation has five general elements:

- a. There must be a duty of care based on a “special relationship” between the representor and the representee;
- b. The representation in question must be untrue, inaccurate, or misleading;
- c. The representator must have acted negligently in making said representation;
- d. The representee must have relied, in a reasonable manner, on said negligent representation;
- e. The reliance must have been detrimental to the representee in the sense that damages resulted.

[41] The defendant’s pleading satisfies four of the five elements of the tort, but fails, as above on the first. Justice Spence, in *Baldwin v. Daubney*, conducting an *Anns* analysis, found that the relationship of a borrower and lender does not give rise to a duty of care on the part of the lender. There is no special relationship pleaded here as between the lender and borrower which would change the analysis and ground a duty of care on the part of the lender.

[42] The defendants have not pled fraudulent misrepresentation which would have changed the analysis, nor have they pled material facts which would ground any allegation of vicarious liability for this or any other of the causes of action.

[43] Leave to amend the defence to assert misrepresentation by omission as against the plaintiffs as either a defence or counterclaim is denied.

#### The Remaining Proposed Amendments

[44] The remaining proposed amendments, including those relating to unconscionability and improvident bargain, are all claims that were previously included in the statement of defence. Leave is granted to the defendant to make the proposed amendments and to assert in support of those allegations the fact of the undisclosed relationship between broker and lender.

#### Issue 3: Third Party Claim

[45] The defendant also seeks leave to issue a third party claim as against the brokerage Verico Mortgage Brokers of Canada Inc. and broker Satinder Gill. The allegations made in that document are parallels of the grounds discussed above – breach of duties owed under the MBLAA and regulations, breach of fiduciary duty and an allegation of negligent misrepresentation.

[46] The defendant’s factum does not deal with the issue of the third-party claim. The plaintiffs do not oppose the issuance of the third-party claim on terms – namely that their summary judgment motion proceeds as scheduled. The plaintiffs state that allowing the motion for summary judgment to proceed “will crystalize any alleged damages that the Defendant alleges against the proposed Third-Part[ies] and advance, rather than hinder, the efficient resolution of this proceeding.”

[47] Third party claims are governed by Rule 29.01, which states:

**29.01** A defendant may commence a third-party claim against any person who is not a party to the action and who,

(a) is or may be liable to the defendant for all or part of the plaintiff’s claim;

(b) is or may be liable to the defendant for an independent claim for damages or other relief arising out of,

(i) a transaction or occurrence or series of transactions or occurrences involved in the main action, or

(ii) a related transaction or occurrence or series of transactions or occurrences;

or

(c) should be bound by the determination of an issue arising between the plaintiff and the defendant. R.R.O. 1990, Reg. 194, r. 29.01.

[48] A third-party claim is to be issued within 10 days after the delivery of a statement of defence. Where that has not happened, pursuant to rule 29.01(1.2) a third-party claim may be issued at any time with the plaintiff’s consent or with leave, which the court shall grant unless the plaintiff would be prejudiced thereby.

[49] The prejudice under rule 29.01(1.2) is different than prejudice under rule 26.01 in the sense that it does not need to be non-compensable prejudice. This may be because a defendant denied leave to bring a third-party claim can still commence a stand-alone action as against the proposed third-party defendants.

[50] Justice Somji, in *Townley v. Saunders*, 2024 ONSC 2981, set out at paragraph 47 of that decision the factors a court may consider in finding prejudice under this rule. These had been set out previously in the case of *Farrell v. Costco Wholesale*, 2015 ONSC 7783. Those factors include:

- a. The length of time between notification of the claim to when the Defendant opts to issue a third party claim;
- b. the time between service of the claim and the Defendant raising the Third Party claim;
- c. the availability of the underlying facts to the Defendant from the time the incident occurred;
- d. the absence of any explanation for the failure to comply with the statutory deadline;
- e. the inexplicable delay in applying for leave thereafter;
- f. the discernable absence of merit to the third party claim;
- g. the unlikelihood that a separate action against the third party would result in an inconsistent verdict;
- h. the fact that examinations for discovery have happened and need to happen again;
- i. the delay in scheduling trial; and
- j. the ongoing adverse effects of the injury on the Plaintiff.

[51] Having regard to the legal analysis conducted above in respect of the proposed amended defence, I am satisfied that the allegations advanced against the broker and brokerage meet the threshold test of merit articulated by the Court of Appeal in *Maillet v. Deren*, 2025 ONCA 159 at paras. 12-18. I am also satisfied that there is a sufficient explanation as to why the third-party claim is being brought now and why it could not have been brought at the start of the claim.

[52] My concern with granting leave to issue the third-party claim relates to the effect of the third-party claim on the plaintiff's ability to move their matter forward. While discoveries have not taken place, the motion for summary judgment may be affected by granting leave in that it becomes a motion for partial summary judgment. Justice Mathai in *Fraser v. Pearson*, 2025 ONSC 2473 at paragraph 21 sets out the Court of Appeal's direction to lower courts on partial summary judgment motions, which the plaintiffs will now have to address.

[53] The plaintiffs though, did not raise this as a concern. They do not oppose the issuance of a third-party claim on terms. They take the position that even if the third-party claim is granted, the summary judgment motion can and should proceed. While I am not hearing the summary judgment motion and cannot make a determination as to whether the motion should proceed, the plaintiffs can make that argument to the court on that motion. As a result, and having regard to the factors above, the defendant is granted leave to issue the third-party claim.

Issue 4: Terms

[54] The plaintiffs ask that if leave is granted, it be granted on the following terms:

- a. Immediate payment in full of the two outstanding costs orders before any amendment takes effect;
- b. No adjournment or delay of the summary judgment motion;
- c. A compressed and aggressive timetable for the delivery of targeted supplementary materials with respect to the proposed amendments only and/or engaging the Court's power to convene a "mini-trial" through the use of the enhanced powers;
- d. Costs of the motion payable to them forthwith.

[55] The defendant does not address this issue in her factum. It is dealt with in the notice of motion in the relief sought. She asks for "such further and other directions as are just to ensure procedural fairness arising from the amendment, including as necessary:

- a. An amended timetable for the pending summary judgment motion;
- b. Leave to serve and file any supplementary affidavit material responsive to the amended pleading; and/or
- c. Leave to deliver any responsive pleading steps permitted by the Rules."

[56] I cannot order the judge hearing the summary judgment motion to conduct a mini-trial or otherwise make use of the enhanced powers in Rule 20. Neither do I think it makes sense to order costs be paid before amendments can be made, as to do so would potentially frustrate the hearing of the summary judgment motion on March 9, 2026.

[57] I will however order a compressed timetable for the limited exchange of further material in advance of the summary judgment motion, so as to attempt to preserve the scheduled date. In that regard, I make the following scheduling orders:

- a. The defendant shall deliver a supplemental record by February 18, 2026, confined to materials that address only the approved amendments to the statement of defence.
- b. The plaintiffs shall deliver a supplemental reply, if any, by February 23, 2026.
- c. Examinations, if any, are to be conducted by February 27, 2026.
- d. Legal submissions, confined to five pages each, are to be exchanged by March 4, 2026.

- e. All additional materials are to be uploaded to Case Center by March 5, 2026, including affidavits of service.

Issue 5: Costs

[58] Although the plaintiffs were largely successful on this motion, the defendant was granted leave to make limited amendments to the statement of defence. The plaintiffs have provided a costs outline while the defendant has not.

[59] I encourage the parties to settle the costs of this motion. If they cannot do so, costs submissions can be made in writing through the administration office. Submissions are to be limited to three pages. The plaintiffs are to serve their submissions within seven days of this decision. The defendant is to serve their submissions seven days later. There will be no reply.

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Glick A.J.

**Date:** February 11, 2026