

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Chan v. Vintila*,
2026 BCSC 432

Date: 20260310
Docket: S261703
Registry: New Westminster

Between:

Ka Yin Chan, also known as Adam Chan

Petitioner

And

Cristian Vintila

Respondent

Before: The Honourable Justice Layton

Oral Reasons for Judgment

In Chambers

Counsel for the Petitioner:

H. Song

Counsel for the Respondent:

A. Chekh

Place and Date of Hearing:

Port Coquitlam, B.C.
March 2, 2026

Place and Date of Judgment:

Port Coquitlam, B.C.
March 10, 2026

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Introduction

[1] Adam Chan has applied before me for an interlocutory injunction against Cristian Vintila.

[2] In 2020, Messrs. Chan and Vintila started a partnership selling martial arts instructional videos online. The partnership was financially successful, but the parties' business relationship broke down in the late summer and fall of 2025.

[3] On January 23, 2026, Mr. Chan filed a petition seeking to dissolve and wind up the partnership, and an order prohibiting Mr. Vintila from operating the partnership's business except as necessary to wind it up. The petition also seeks an order that Mr. Vintila remove all intellectual property and digital content associated with the business from the public domain, and a declaration that Mr. Chan is the sole owner of all of that property and content.

[4] Also on January 23, 2026, Mr. Chan filed his application for an injunction pending resolution of the issues raised in the petition. In this application, Mr. Chan seeks an order dissolving and winding up the partnership, or in the alternative precluding Mr. Vintila from operating the business except for purpose of winding it up. As part of the order winding up the partnership, Mr. Chan seeks a term requiring Mr. Vintila to destroy all content and marketing materials used in the business. He further seeks an order that Mr. Vintila grant him access to all digital platforms and social media accounts in Mr. Vintila's name that are used by or for the partnership.

[5] On February 23, 2026, Mr. Vintila filed his responses to Mr. Chan's petition and application. He opposes the petition on the basis that the relief sought runs contrary to a written partnership agreement made by the parties in March 2025. Mr. Vintila also opposes the application for an injunction, among other things arguing that if granted it would irreparably alter the status quo to Mr. Chan's advantage, by destroying the business before the dispute regarding the proper interpretation of the written agreement can be determined.

[6] In determining whether the injunction should be granted, I will begin by setting out some background regarding the parties' business relationship and its breakdown. I will next review the relevant legal principles governing interlocutory injunctions. I will then apply those principles to the record before me to decide whether or not Mr. Chan's application should be granted.

Background

[7] Mr. Chan is a martial arts expert specializing in kung fu. He has been training in the discipline for decades and has received significant recognition for his skills in the kung fu community. Mr. Chan ran his own in-person martial arts school from 1997 until 2020, when he shut it down due to the Covid-19 pandemic.

[8] Mr. Vintila has over 20 years of experience in software development. His skills include registering and managing domains, building and maintaining websites, implementing online publishing systems, and using software to create, edit and upload video content. Mr. Vintila also has experience with the technical aspects of online platforms, including membership structures and payment processing systems.

[9] Messrs. Chan and Vintila met about 25 years ago, at which point Mr. Chan was Mr. Vintila's martial arts instructor. They became friends.

[10] During much of Mr. Chan's career prior to the pandemic, his main focus was in-person instruction. But at various points he also offered online video instruction through a website, a YouTube channel and Facebook.

[11] The parties agree that Mr. Vintila played a role in Mr. Chan's pre-pandemic online endeavours. However, Mr. Vintila's affidavit describes the parties' roles during this period in much more detail, and in a way that suggests that he played a fairly prominent part in the online business.

[12] Given that Mr. Chan filed no evidence in reply, for the purposes of this application I am inclined to accept Mr. Vintila's version of the relationship in the pre-pandemic years. Further supporting this conclusion is that: (a) Mr. Vintila's version

hones closely to the parties' respective areas of expertise; and (b) in his affidavit Mr. Chan states that it was Mr. Vintila's idea to ramp up Mr. Chan's online presence for the purpose of making a profit in 2016, which is the point at which the endeavour began to attract a significant online following.

[13] When Mr. Chan ceased in-person instruction at the start of the pandemic, the parties entered into an oral partnership agreement to develop and promote a much more extensive online sales apparatus, with the profits being split equally.

[14] Mr. Chan says that he created a large number of videos and several e-books that Mr. Vintila uploaded. Mr. Chan also says that he provided to Mr. Vintila, for upload, a number of videos he had made before the oral agreement. Mr. Chan says that he was "solely responsible for creating" all of these materials, and that he "designed and planned all the content, its structure, the choreography, [and] the production". I will refer to these videos as the library content.

[15] Mr. Chan's affidavit makes no mention of Mr. Vintila playing any role in creating the library content. But his affidavit also provides no detail as to how the library content was created. For example, Mr. Chan does not expressly state that he filmed or edited any videos. By contrast, in his responding affidavit Mr. Vintila says that he was responsible for all aspects of the technical production of the videos, including securing filming locations, production set up, and filming and editing the content. Mr. Vintila says that he also appeared as a demonstration partner in partner-based videos.

[16] I generally accept Mr. Vintila's evidence as to how the partnership's library content was created, including the e-books, for the same reasons I accepted his evidence about the parties' pre-pandemic business relationship. I also note that the September 13, 2025 letter from Mr. Chan's counsel, which I will discuss in more detail in a moment, states that Mr. Vintila edited the videos, which is undoubtedly an important part of production.

[17] The parties agree that the library content was sold through a website created by Mr. Vintila, called adamchankungfu.com (the “Website”). The Website’s centrepiece was a structured online course that progressed through six levels. But the Website also included standalone video courses on other martial arts topics, a course on meditation and six e-books. The Website further allowed Mr. Chan to provide answers to questions posed by subscribing students.

[18] A large number of purely promotional videos were uploaded to the above-mentioned YouTube channel, for the purpose of driving traffic to the Website. The Website was also promoted through social media platforms such as Facebook, Instagram, Tik-Tok, Twitter and Reddit.

[19] Between 2020 and the summer of 2025, more than 1,200 instructional videos were created for the Website, and over 650 demonstration videos were created for the YouTube channel.

[20] A critical dispute between the parties on the petition relates to ownership of the library content. Mr. Chan contends that the oral agreement reached in 2020 provided that he would own all content and online accounts, but would allow Mr. Vintila to upload the content to various platforms to manage and sell. By contrast, Mr. Vintila says that the oral agreement provided that each of them would hold a 50% interest in the library content and all related platforms and social media accounts. The parties also disagree as to whether the written partnership agreement has any bearing on ownership of the library content, Mr. Chan saying no, and Mr. Vintila saying yes.

[21] The management software used for the Website is Kajabi, which provides access to the library content and allows for the processing of student payments. Kajabi is also the platform that allowed Mr. Chan to answer questions posed by his students, and for students to engage with each other in an online forum.

[22] While Kajabi was the primary means by which the business processed subscription sales transactions, revenue also came in via PayPal, Stripe and

Patreon. Mr. Vintila would send all payments to a personal bank account each month, calculate the profit, and then e-transfer 50% of that profit to Mr. Chan.

[23] The Website, the associated Kajabi account, and all of the other payment and social media accounts were registered in Mr. Vintila's name or the name of his company, Vintila Web Solutions Inc. The YouTube channel, which as noted was already in existence, was registered in Mr. Chan's name.

[24] For the purposes of this application, I accept Mr. Vintila's undisputed evidence that in the early 2020s the courses were sold as standalone products, but at his suggestion the parties adopted a monthly subscription model whereby students received full access to the course library. I also accept Mr. Vintila's undisputed evidence that during the initial 12 or 18 months of the subscription model, he was employed full-time in the information technology industry earning about \$100,000 per year, but that he nonetheless dedicated significant time to the partnership, and that once the subscription base grew and revenue increased, Mr. Vintila resigned from his full-time employment and began working full-time in the partnership's business.

[25] The parties agree that the partnership's principal source of revenue was monthly subscriptions to the Website. Mr. Chan says that in 2020 the business was generating about \$5,000 per month, but by the end of 2025 it was making approximately \$22,000 per month. Mr. Vintila says that between 2023 and 2025 the partnership generated a monthly net profit for each partner of between \$8,000 and \$15,000.

[26] As noted, the parties entered into a written partnership agreement in March 2025. The agreement is three pages long and does not appear to be drafted by a lawyer. Mr. Vintila says that the written partnership agreement was requested by Mr. Chan. Mr. Chan does not appear to dispute this contention.

[27] In May 2025, Mr. Chan launched a website called adamchanlive.com, which he currently uses to teach martial arts and meditation. Mr. Vintila states that Mr.

Chan uses this new website to promote live instruction, and that he was content to allow Mr. Chan to do so because, by contrast, the partnership's business offered prerecorded courses. Mr. Vintila further states that he provided Mr. Chan with media and logo files from their shared business repository to assist in launching adamchanlive.com. This evidence from Mr. Vintila is not disputed by Mr. Chan, and for the purposes of this application I accepted it as reliable.

[28] In July 2025, the parties exchanged emails indicating dissatisfaction with one another. In his affidavit, Mr. Chan states that during the entire course of the partnership he was concerned about Mr. Vintila's work ethic and lack of responsibility for aspects of the business. Mr. Vintila's responding affidavit states that Mr. Chan had occasionally followed up with him regarding deadlines, but that the work continued, their respective responsibilities remained unchanged, and at no time prior to the summer of 2025 did Mr. Chan threaten to terminate the partnership because of missed deadlines.

[29] On September 12, 2025, Mr. Chan removed Mr. Vintila's access to the YouTube channel. Mr. Vintila emailed Mr. Chan asking for the new password so that he could upload content. When Mr. Chan did not respond, Mr. Vintila removed Mr. Chan's access to the Website and all of the other accounts registered in the name of Mr. Vintila or his company. Mr. Vintila says that he did this "as a precaution".

[30] On September 13, 2025, Mr. Chan's counsel sent Mr. Vintila a letter purporting to terminate the partnership and the partnership agreement. The letter said that Mr. Chan's differences with Mr. Vintila were irreconcilable and prevented them from working together any further. The letter further advised that Mr. Chan would no longer actively be part of the business, but would retain all ownership, administrative access and intellectual property in the business's content, online channels and social media accounts. The letter asserted that Mr. Vintila was prohibited from accessing, using or acquiring any of this intellectual property, and asked him to assign control or ownership of the business's accounts to Mr. Chan.

[31] After unsuccessful attempts to negotiate a resolution to their dispute, on December 17, 2025 Mr. Chan's counsel sent Mr. Vintila's counsel a notice of dissolution of partnership effective immediately. This notice stated that it was sent pursuant to s. 35(2) of the *Partnership Act*, R.S.B.C. 1998, c. 348.

[32] The relationship between s. 35 and the written partnership agreement appears to be central to the issues raised in Mr. Chan's petition. I will therefore digress for a moment to discuss s. 35 and some other provisions in the *Partnership Act*, as well as the written partnership agreement and the parties' arguments as to whether, and if so how, the provisions and agreement operate in the case at bar.

[33] Read together, s. 35(1)(c) and 35(2) provide that, "subject to any agreement between the partners", a partnership entered into for an undefined time – which is the case with the parties' partnership – is dissolved by any partner giving notice to the other partner of the first partner's intention to dissolve the partnership, in which case the partnership is dissolved as at the date mentioned in the notice.

[34] The December 17, 2025 letter sent by Mr. Chan's counsel purporting to dissolve the partnership under s. 35 also referenced s. 41 of the *Partnership Act*. Section 41(1) provides that, after the dissolution of a partnership, "the authority of each partner to bind the firm and the other rights and obligations of the partners continue despite the dissolution so far as may be necessary to wind up the affairs of the partnership, and to complete transactions begun but unfinished at the time of dissolution, but not otherwise."

[35] The parties agree that, once a dissolution is triggered, s. 41(1) brings to an end the partners' rights to operate the partnership business other than to wind it up: *I.S.V. v. M.G.V.*, 2005 BCSC 1165 at para. 16; *Blue Line Hockey Acquisition Co., Inc. v. Orca Bay Hockey Limited Partnership*, 2008 BCSC 27 at para. 115, appeal dismissed 2009 BCCA 34, leave to appeal dismissed, 2009 CanLII 38635.

[36] However, the parties strongly disagree as to whether dissolution has been triggered so as to bring s. 41(1) into play. I will now describe that disagreement in general terms.

[37] Mr. Chan argues that pursuant to s. 29 of the *Partnership Act* the partnership was terminated by his counsel's letter on September 13, 2025. Section 29 provides that any partner may terminate a general partnership that has no set term by giving notice to the other partners of the intention to do so. Mr. Chan says that after being thus terminated, the partnership was dissolved pursuant to s. 35(1)(c) and (2) by virtue of the notice of dissolution that his counsel provided to Mr. Vintila's counsel on December 17, 2025.

[38] Mr. Vintila disagrees. He says that the written partnership agreement contains terms that expressly provide for the business to continue despite termination of the partnership, and that these terms thus constitute an "agreement between the parties" so as to render inapplicable s. 35(1)(c) and (2).

[39] The terms upon which Mr. Vintila relies in making this argument are found at paragraphs 5 and 9 of the written partnership agreement, which state:

Paragraph 5

If the partnership ends, the course library may remain available for sale under the existing structure, and profits will continue to be split 50/50 between [Mr. Vintila] and [Mr. Chan], unless a new written agreement is made.

Neither party may release a modified or derivative version of any course independently without mutual consent.

Paragraph 9

All courses produced under the Adam Chan Kung Fu project are considered part of this partnership.

Once any course is released for sale, both [Mr. Vintila] and [Mr. Chan] will continue to receive their 50% share of profits from that course for as long as it generates income, regardless of whether either partner continues active work on future content.

This profit share applies to all courses created jointly under this agreement unless a new written agreement is made for future projects outside this scope.

[Emphasis added.]

[40] In particular, Mr. Vintila points out that paragraph 5 provides that on termination of the partnership the course library may remain available for sale under the existing structure, and that profits will continue to be split 50-50. Mr. Vintila says that paragraph 5 is an “agreement between the partners” within the meaning of s. 35(1)(c), with the result that the December 17, 2025 letter did not operate to dissolve the partnership, in which case s. 41(1) was not triggered so as to end his rights to operate the business other than to wind it up.

[41] Mr. Chan counters that paragraph 5 is not sufficiently certain to be enforceable, for example because it fails to clarify what it means for a partnership to “end”, under what circumstances and for how long the course library “may” remain available for sale, and what constitutes “the existing structure” under which those sales may be made. More generally, Mr. Chan says the entire written partnership agreement lacks sufficient certainty in its key terms to be enforceable at all.

[42] In his affidavit, Mr. Vintila states that the Website lost about 16% of its subscribers in October 2025, which is the month in which Mr. Chan published public statements about Mr. Vintila and directed viewers to Mr. Chan’s new website, adamchanlive.com. This assertion does not appear to be disputed by Mr. Chan.

[43] As indicated in Mr. Vintila’s affidavit, the latest available information, from January 2026, is that the Website currently has 221 active paying subscribers, generating around \$15,000 USD in monthly revenue. For example, in December 2025 each party received profits of \$13,612 plus GST, and in January 2026 each party received profits of \$9,354 plus GST. The partnership appears to have no liabilities.

Legal Principles

[44] This court has the jurisdiction to grant an interlocutory injunction where it is just and convenient to do so. This remedy is extraordinary in nature because it is granted before trial. See *Wilson v. Hunt*, 2023 BCSC 492 at para. 31.

[45] The legal framework applicable where an interlocutory injunction is sought is set out in *RJR-MacDonald Inc. v. Canada (Attorney General)*, 1994 CanLII 117 (SCC), [1994] S.C.J. No. 17 at para. 43. Under this framework, the applicant must demonstrate that:

- (a) there is a serious issue to be tried;
- (b) the applicant will suffer irreparable harm if the injunction is refused; and
- (c) the balance of convenience favours granting the injunction, in that the applicant would suffer greater harm were the injunction refused than the respondent would suffer were it granted.

See also *R. v. Canadian Broadcasting Corp.*, 2018 SCC 5 [“CBC”] at para. 12; *Este v. Etseghamet-Ardakani*, 2020 BCCA 202 at para. 35, leave refused 2021 CanLII 24818.

[46] The threshold that the applicant must meet at the merits-based, first stage of the test for an interlocutory injunction may differ depending on the nature and effect of the injunction sought. I will come back to this point shortly.

[47] The three stages set out in *RJR-MacDonald Inc.* do not constitute a checklist of separate watertight compartments, but instead are interrelated. Strength at one stage of the test may compensate for weakness in another. The overall question is whether granting the injunction is just and equitable in the circumstances. See *Wilson* at paras. 33-34.

Discussion

[48] I will now apply the governing legal principles to the application record to determine whether granting the interlocutory relief requested by Mr. Chan is just and equitable in the circumstances. In doing so, I will address each stage of the analysis in turn.

First Stage: Assessment of the Merits

[49] In determining whether there is a serious issue to be tried, the court makes a preliminary assessment of the merits of the case to determine whether they are vexatious or frivolous. The applicant need not establish that the claim is likely to succeed at trial. This threshold is thus a low one. See *RJR-MacDonald* at paras. 49-50; *CBC* at para. 12; *Wilson* at paras. 41-42.

[50] However, the threshold at the first stage is higher where the applicant seeks a mandatory injunction, as opposed to a prohibitive injunction. An injunction is mandatory in nature if it would compel a person to take a positive action. For mandatory injunctions, the applicant must establish a strong *prima facie* case, which entails showing a strong likelihood on the law and on the evidence presented that, at trial, the applicant will ultimately be successful in proving the allegations advanced in the underlying claim. See *CBC* at paras. 12-18; *Este* at para. 36.

[51] Distinguishing between mandatory and prohibitive injunctions can be difficult, since an interlocutory injunction framed in prohibitive language may nonetheless have the effect of forcing the enjoined party to take positive action. The application judge must therefore look past the form and the language in which the sought-after order is framed, to identify the substance of what is being sought and, in light of the particular circumstances, what the practical consequences of the injunction are likely to be. In short, the application judge should examine whether, in substance, the overall effect of the injunction would be to require the defendant to *do* something (mandatory) or to *refrain from doing* something (prohibitive). See *CBC* at para. 16.

[52] The same more stringent standard also applies where the sought-after injunction would in effect finally resolve the dispute between the parties or if the merits of the claim can be resolved as a pure question of law, although these exceptions should be rare: *RJR-MacDonald* at paras. 51-55, 78; *Sistrunk v. April Point Developments Ltd.*, 2024 BCSC 2503 at para. 62; *1380882 B.C. Ltd. v. Aztec Properties Company Ltd.*, 2024 BCSC 1001 at para. 33.

[53] In addressing the merits stage of the test for obtaining an interlocutory injunction, Mr. Chan's notice of application and his counsel's initial oral submissions referenced only the test applicable for prohibitory injunctions. In his reply submissions, however, Mr. Chan's counsel conceded that, as argued by Mr. Vintila, much of the relief Mr. Chan is seeking is properly viewed as mandatory in nature, meaning that the more demanding threshold of a strong *prima facie* case is required.

[54] I agree with the parties in this respect, because the bulk of the relief that Mr. Chan seeks on this application would require Mr. Vintila to take proactive steps to change the status quo, such as winding up the partnership by shutting down all platforms and digital accounts, destroying the library content, operating the business in a manner that is directed only at winding it up, and transferring all platforms and digital accounts into Mr. Chan's name.

[55] Applying the more demanding threshold test is also justified for the bulk of the relief sought because, as I will elaborate on in discussing the balance of convenience, if granted my order would destroy the business and thus in effect finally resolve at least some of the key disputed issues on the petition.

[56] Mr. Chan's counsel suggested that a portion of the relief sought might nonetheless be viewed as constituting a prohibitory injunction, and thus engaging the lower standard at the first stage, for example the prohibition against Mr. Vintila using Mr. Chan's name, likeness, image, words or persona, or selling, offering for sale or otherwise promoting the sale of the library content.

[57] I do not find this submission to be persuasive, for two main reasons.

[58] First, these discrete aspects of the relief sought are sub-terms of a broader order that would require Mr. Vintila to run the business in a particular way, namely, for the sole purpose of winding it up. In my view, the broader order in substance constitutes a mandatory injunction, and these discrete aspects of relief cannot be viewed except as part of that broader order.

[59] Second, granting these remedies as standalone relief would effectively stop Mr. Vintila from conducting the business at all, which as explained in addressing the balance of convenience would amount to a final resolution of significant parts of the dispute in Mr. Chan's favour.

[60] I will next examine whether Mr. Chan has established a strong likelihood on the law and on the evidence presented on this application that he will ultimately be successful in proving the allegations advanced in the underlying petition.

[61] Mr. Chan's counsel made only limited oral submissions as to the merits of the petition. But having read Mr. Chan's notice of petition and Mr. Vintila's response, I am not satisfied that Mr. Chan has established a strong likelihood of success on the merits. Among other things, Mr. Vintila's response engages in a fairly extensive analysis of the contract as a whole in light of the factual matrix. By contrast, Mr. Chan's notice of petition proffers but a perfunctory analysis, upon which his counsel did not elaborate in oral submissions on the application.

[62] Although not necessary to my conclusion at the first stage, it is nonetheless further supported by my preference for the affidavit evidence of Mr. Vintila over that of Mr. Chan in some material respects, as already described, given that the factual matrix in which a contract is made can be considered in interpreting the contract: *Firestar Custom Home Builders Inc. v. 1099000 B.C. Ltd.*, 2022 BCCA 324 at para. 40-42.

[63] Were I to have applied the less demanding test applicable for prohibitory injunctions, whether to all or part of the relief sought, I would have concluded, as conceded by Mr. Vintila, that Mr. Chan has established that his claim is not frivolous or vexatious.

[64] In case I am wrong in my conclusion that the more demanding test applies at the first stage of the framework, I will go on to address the second and third stages.

Second Stage: Irreparable Harm

[65] Irreparable harm refers to the nature of harm, not its magnitude. It includes harm that cannot be quantified in monetary terms or cannot be cured, usually because one party cannot collect damages from the other. Examples include where one party will be put out of business by the court's decision or will suffer irrevocable market loss or irrevocable damage to reputation. See *RJR-MacDonald* at paras. 58-59; *Accurate Material Testing Ltd. v. Keshavarzi*, 2023 BCSC 1302 at paras. 35-36; *Aurora Climbing Inc. v. Kilter, LLC*, 2026 BCSC 290 at paras. 80-81.

[66] Demonstrating irreparable harm requires only a risk that such harm may occur absent an injunction. But such a risk must be established on a solid evidentiary foundation. Harm that is speculative or lacks evidentiary support does not meet the threshold of irreparable harm: *Aulakh v. WIT Management Corp.*, 2023 BCCA 108 at para. 49; *Summit Helicopters Ltd. v. British Columbia (Emergency Health Services)*, 2025 BCSC 1051 at paras. 66-67; *Accurate Material Testing Ltd.* at para. 35.

[67] At the hearing of this application, Mr. Chan's counsel made clear that Mr. Chan is not alleging irreparable harm regarding any loss or potential for loss of profits arising from the way Mr. Vintila is running the business. Indeed, Mr. Chan seeks an order that Mr. Vintila shut down the business, which would put an end to any profits. Nor does Mr. Chan suggest that he may suffer irreparable harm because Mr. Vintila is operating a competing business that may reduce the profits Mr. Chan could otherwise earn from his new website.

[68] Rather, Mr. Chan says he will suffer irreparable harm if an interlocutory injunction is not granted because Mr. Vintila has: (a) falsely advertised to students of the Website that Mr. Chan is still active on the platforms and that the partnership issues have been resolved; (b) passed himself off as Mr. Chan to students of the website by fielding questions that he is not qualified to answer; (c) distributed promotional materials using Mr. Chan's name, likeness and branding, as well as content that Mr. Chan created; and (d) shared a statement on the Website forum

that misleads students into thinking that Mr. Chan left the business for no reason and is no longer focusing on martial arts.

[69] Mr. Chan says that the irreparable harm arises because this impugned conduct does or may well damage his reputation in the field of martial arts, and if that occurs Mr. Chan will suffer real financial harm because his reputation is the key asset upon which he relies to attract and keep online students and thus derive his income.

[70] Mr. Vintila denies that he has intentionally included any false or misleading information on the Website. Mr. Vintila says that in a few instances parts of the Website became inaccurate by reason of Mr. Chan leaving the business, for example parts of the FAQ page, but that those inaccuracies have now been corrected.

[71] Counsel for each party took me through the documentation relating to this issue. Having considered that documentation, I have concluded that Mr. Chan has at best demonstrated only a small risk of irreparable harm to his reputation arising from Mr. Vintila's conduct in continuing to operate the business.

[72] I will provide some examples as to why I have come to this conclusion.

[73] For starters, at the oral hearing I asked counsel for Mr. Chan to take me to any document in which Mr. Vintila falsely purported to be Mr. Chan when communicating with a student. The only document to which I was referred was an email dated November 25, 2025, responding to a question posed by a self-professed "long time follower" of Mr. Chan. This responding email is signed by the "Adam Chan Live Support Team". Mr. Chan's affidavit claims that this email was sent by Mr. Vintila, and that in it, Mr. Vintila is passing himself off as Mr. Chan.

[74] However, based on the evidence currently available, I have concluded that this November 25, 2025 email was sent by Mr. Chan, not Mr. Vintila. This conclusion is supported by the fact that: (a) the responding email contains a subject line and uses a sign-off moniker suggesting that it comes from Mr. Chan's new website; (b)

this email also includes links and references to that new website; and (c) the contents of email, read in light of the student's initial email, make clear that Mr. Chan is its author. Mr. Chan's claim to the contrary in his affidavit leaves me with some concern regarding his credibility and reliability.

[75] To provide another example, I asked counsel for Mr. Chan to take me to any document in which Mr. Vintila was providing advice regarding martial arts. He was unable to refer me to any such document, except an email in which Mr. Vintila, writing under his own name, quotes from one of the e-books available on the Website and attributes the quotation to Mr. Chan. In my view, this email does not amount to Mr. Vintila giving advice about martial arts, let alone in a way that risks harm to Mr. Chan's reputation.

[76] By way of further example, several of the communications about which Mr. Chan complains on their face indicate that they were sent by Mr. Vintila. I doubt that a reasonable person would conclude that any of them were authored by Mr. Chan. And I was not referred to any parts of these communications that could conceivably harm Mr. Chan's reputation as a martial arts expert and teacher.

[77] A final example relates to Mr. Chan's complaint that in the Website forum Mr. Vintila made a misleading statement that Mr. Chan left the business for no reason and is no longer focusing on martial arts. I have reviewed the impugned statement, and in my view it does not materially misrepresent what is happening in the parties' relationship, let alone in any way that would damage Mr. Chan's reputation. The statement does not assert that Mr. Chan left the business for no reason, but instead says that Mr. Chan decided that he no longer liked the original arrangement and chose to leave and start out on his own. I do not view this description as materially different from what Mr. Chan's affidavit says about his reasons for leaving the business. The presence of this statement on the Website forum to some extent also undermines Mr. Chan's claim that Mr. Vintila is misleading Website users as to Mr. Chan's continued involvement in the business.

[78] Having reviewed the documentation, I therefore have some doubt as to whether Mr. Chan has established on a solid evidentiary foundation a risk that his reputation will suffer irreparable harm if Mr. Vintila is permitted to continue operating the business pending a determination of the issues raised in the petition.

[79] For one thing, based on the evidence there appears to be little risk that Mr. Vintila will say or do something that casts shade on Mr. Chan's reputation. For another, Mr. Chan has not explained how Mr. Vintila's continued operation of the business in a way that uses Mr. Chan's name, image and techniques as reflected in the library content and promotional materials could, without more, be detrimental to Mr. Chan's reputation. In this respect, I note that Mr. Vintila is not making any new library content for the Website, but rather is relying on library content created before Mr. Chan left the business.

[80] I nonetheless appreciate that any damage to Mr. Chan's reputation that does occur could be incalculable or irreversible, and could conceivably result in a permanent loss of market share and actual or potential customers. I also appreciate that, as has happened in the past, Mr. Vintila might in error rely on materials that leave the inaccurate impression that Mr. Chan is still involved in the business. Although it is a close call, I am therefore prepared to find that Mr. Chan has established a risk of irreparable harm to his reputation.

Third Stage: Balance of Convenience

[81] At the third and final stage of the analysis, the court determines which party will suffer the greater harm from granting or refusing the injunction. While the factors that may be relevant in assessing the balance of convenience are numerous and will vary from case to case, they typically include:

- (a) the adequacy of damages as a remedy for the applicant if the injunction is not granted and for the respondent if an injunction is granted;
- (b) the likelihood that if damages are finally awarded they will be paid;

- (c) the preservation of the contested property;
- (d) other factors affecting whether harm from granting or refusing the injunction would be irreparable;
- (e) which of the parties has acted to alter the balance of their relationship and so affect the status quo;
- (f) the strength of the applicant's case;
- (g) any factors affecting the public interest; and
- (h) any other factors affecting the balance of justice and convenience.

Harness Racing B.C. Society v. Orangeville Raceway Limited, 2025 BCSC 1249 at para. 39; *Sandher Fruit Packers Ltd. v. MacAskill*, 2024 BCSC 1855 at para. 29

[82] In my view, the balance of convenience in this case favours Mr. Vintila. I say this for five main reasons.

[83] First, based on the evidence before me, I am satisfied that if the requested injunction is not granted pending determination of the issues raised in the petition, the continued operation of the business by Mr. Vintila creates at best a modest risk of harm to Mr. Chan's reputation, and that the magnitude of that harm is unlikely to be significant. Also, Mr. Chan has not argued that damages will be inadequate as a remedy if the injunction is not granted and his reputation suffers harm, although my decision on this application would not change even were I to accept that this would be the case.

[84] Second, and in contrast, if the injunction is granted it is certain that Mr. Vintila will suffer significant financial harm.

[85] I say this because Mr. Chan seeks an injunction that would either wind up the business or effectively require its cessation. Either way, the result would be a loss of all subscribers and revenue from near future until the determination of the petition, a

period of many months. It is highly unlikely that the business could thereafter be resurrected as a successful going concern in the event that Mr. Vintila ends up having his position vindicated at the hearing of the petition.

[86] Since Mr. Vintila works full-time at the business, and the business still produces a fairly significant monthly profit, its destruction would have a substantial detrimental impact on Mr. Vintila's financial situation.

[87] Although substantial, I do not wish to overstate the nature and degree of this detrimental impact. There is no suggestion that Mr. Vintila would be unable to obtain other employment if the Website and associated platforms and accounts were closed down. I have also taken into account that Mr. Chan's exit from the business is likely permanent, in which case the business's profitability will probably diminish over time. It may even be that, without Mr. Chan's involvement, the diminution of profits will inexorably continue until the business makes no profit at all.

[88] Third, the manner in which the business is currently operated by Mr. Vintila mostly reflects the status quo as it existed immediately prior to Mr. Chan terminating the partnership by means of his counsel's September 13, 2025 letter. Granting the requested injunction will dramatically alter that status quo by essentially ending the business.

[89] Fourth, as explained above I cannot say that there is a strong likelihood that Mr. Chan will ultimately be successful in proving the allegations advanced in his petition. To the extent that the parties have addressed the merits of the petition in their filed materials, I find Mr. Vintila's arguments to be more persuasive, although he addresses this issue in more detail than does Mr. Chan.

[90] Fifth, there is no indication one way or another as to whether either party would be in a position to pay the other any damages awarded in relation to the petition. This factor thus appears to be neutral.

[91] Given that the balance of convenience favours Mr. Vintila, I am not prepared to grant the injunctive relief sought by Mr. Chan on this application.

[92] That said, there is one discrete area with respect to which I have considered whether granting Mr. Chan the sought-after relief might be justified. This area relates to Mr. Chan's request that Mr. Vintila immediately give him full access to all digital platforms and social media accounts in the name of Mr. Vintila or his corporation that are used by or for the partnership's business.

[93] Mr. Chan submitted that, even if I deny him most of the relief he is seeking on this application, I should still make an order granting him access to these platforms and accounts so that he can ensure that Mr. Vintila is paying him his share of the profits derived from the library content. For example, I could make an order granting Mr. Chan access to platforms or accounts such as Kajabi, Stripe, PayPal and Patreon for this purpose only.

[94] However, on the record before me I have determined that such an order is not appropriate.

[95] For one thing, the option of making only this narrow order arose for the first time at the hearing of the application, in response to questions asked by me of Mr. Vintila's counsel. Neither party had a chance to adduce evidence or make considered submissions on the point.

[96] Furthermore, Mr. Vintila only removed Mr. Chan's access to these platforms and accounts after Mr. Chan had removed Mr. Vintila's access to the YouTube channel through which the business derives many of its subscribers, and Mr. Chan has since deleted some content from the YouTube channel and has redirected its audience to Mr. Chan's separate business.

[97] But most importantly, Mr. Vintila has provided Mr. Chan with detailed information regarding the revenue and profit generated by the business over the last number of months in his affidavit filed February 17, 2026. This information includes screenshots from the platforms and accounts in question. Mr. Chan has not suggested that this information is inaccurate or that it does not materially help him to verify whether he is being paid his proper share of the profits.

[98] Indeed, in reply submissions Mr. Chan's counsel stated that he did not think that Mr. Vintila would stop making the required payments. This statement is consistent with Mr. Chan's position that he is not claiming irreparable harm based on being denied his share of the profits of the business.

[99] For these reasons, I have determined that Mr. Chan has not established that he will suffer irreparable harm unless I make an order giving him access to some of the platforms or accounts for the purpose of verifying the business's revenue and profits. Accordingly, he has failed to meet the second part of the test for granting such an order.

Conclusion

[100] Mr. Chan's application for an interlocutory injunction is dismissed.

"D. Layton J."