

**CITATION:** *Qu v. Calidonna et al.*, 2026 ONSC 1172  
**COURT FILE NO.:** CV-20-00647384-0000  
**DATE:** 20260309

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

**BETWEEN:** )  
 )  
 YVONNE QU ) *Sarah J. Erskine and Adrienne Zaya, for the*  
 ) *Plaintiff*  
 Plaintiff )  
 )  
 – and – )  
 )  
 SANTINA MARIA CALIDONNA, ) *No One Appearing for the Defendants Santina*  
 2469908 ONTARIO LTD., ) *Maria Calidonna and 246990 Ontario Ltd.*  
 YI ZHOU LAW OFFICE and YI ZHOU )  
 Defendants ) *No One Appearing for the Defendants Yi*  
 ) *Zhou Law Office and Yi Zhou*  
 )  
 ) **HEARD:** In writing

**JOHN CALLAGHAN J.**

**REASONS FOR JUDGMENT**

[1] This is a motion for default judgment.

Background

[2] The plaintiff seeks judgment against Santina Calidonna (“Calidonna”) and 2469908 Ontario Ltd. (“246”). The plaintiff lent 246, the sum of \$150,000 which was secured by a second mortgage. The loan attracted interest at 12% per annum.

[3] There were issues with 246 payments and cheques were returned NSF for which the plaintiff was charged \$250. There were 4 NSF cheques attached to the plaintiff’s affidavit. 246 eventually defaulted on the first mortgage. The property was sold. The plaintiff received \$80,000 from the sale. The plaintiff was still owed the balance of the principal and the accrued interest that had not been paid.

[4] Calidonna, who is the sole director of 248, guaranteed the shortfall. A further payment was made of \$30,000 after the sale. No further amounts have been paid.

[5] The plaintiff seeks the shortfall which is said to be \$40,000 in principal and interest of \$55,415 up to July 15, 2024.

[6] The plaintiff also states that she was going to use the payment of the loan to make a down payment on a condominium. She claims a lost opportunity cost of \$150,000.

### Analysis

[7] This is a motion for a default judgment. As a result, the allegations of fact in the statement of claim are admitted: Rule 19, *Rules of Civil Procedure* RRO 1990, Reg. 194. Even where facts are admitted, the motion judge is still required to scrutinize the admitted facts and any evidence to determine if the requested judgment is warranted. As stated by the Court of Appeal in *Paul's Transport Inc. v. Immediate Logistics Limited*, 2022 (ONCA) 573:

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

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

[9] In this case, there are the admissions in the statement of claim and an affidavit of the plaintiff. The admissions and evidence in the affidavit establish that there was a valid loan agreement between the plaintiff and 246 and a valid guarantee by Calidonna. The admissions and evidence in the affidavit also establish that there was a breach of those agreements as the defendants failed to pay the amounts owing when due. As such, the plaintiff has established that there was a breach of both the loan agreement and indemnity: *Atlantic Lottery Corp. v. Babastock*, 2020 SCC 19, para. 91.

[10] On the damages, I am satisfied that the plaintiff is entitled to an award of damages that puts her in the same position as if the contract was performed. She is entitled to the principal and interest owed in accordance with the loan agreement.

[11] However, she is not entitled to the \$150,000 claimed for the lost opportunity to purchase a condominium. Damages for breach of contract are generally assessed as expectation damages which focus on the value which the plaintiff would have received had the contract been performed: *Bank of America Canada v. Mutual Trust Co.*, 2002 SCC 43 (CanLII), [2002] 2 SCR 601, at para 25. In general, an aggrieved party to a contract is, so far as money can do it, to be placed in the same situation, with respect to damages, as if the contract had been performed. To do so, the “court must first determine the dollar value of the promise to the plaintiff at the time the obligation was to have been performed, and then apply the appropriate interest rate” (emphasis in original) : *Bank of America Canada v. Mutual Trust Co.*, at para 29. Here the contractual entitlement was to be repaid the principal and accrued interest. The repayment of the loan plus accrued interest places the plaintiff in the same position as if the contract had been performed. In this case, the appropriate interest going forward is the contractual interest rate which is consistent with the expectations set out in the contract. To pay the additional amount requested for the lost opportunity to purchase the condominium overcompensates the plaintiff and is therefore denied.

[12] The plaintiff is entitled to judgment in the principal amount of \$40,000 plus \$1,000 for NSF cheques and interest at 12% per annum. I accept that interest up to July 15, 2024 is \$55,415.

The plaintiff is entitled to post-judgment interest of 12%. The plaintiff may submit a draft order (once costs are addressed) with a separate calculation of the interest up to the date of judgment.

[13] The plaintiff seeks costs but has not provided a bill of costs. The plaintiff shall have 10 days to file a bill of costs with a 2-page submission if needed.

Callaghan J.