CITATION: Ramos v. Neves, 2026 ONSC 1675
COURT FILE NO.: CV-24-00719821
DATE: 20260319

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SUPERIOR COURT OF JUSTICE - ONTARIO

RE: JOAO RAMOS, Applicant/Moving Party

AND:

LAURENTINO NEVES and MARK NEVES, Respondents

BEFORE: Parghi J.

COUNSEL: *Leonie Van Haeren* and *Jacob Klugsberg*, for the Applicant/Moving Party

Harman Brar, for the Respondent Laurentino Neves

No one appearing for the Respondent Mark Neves

HEARD: March 16, 2026

ENDORSEMENT

[1] There are two issues before me on this motion:

a. Whether Mr. Neves should be barred from claiming his expenses in his buyout of Mr. Ramos' 50% interest in the property, given that he provided his particulars on the expenses after the deadline established by court order; and

b. Which of the two property valuations should be relied on for the buyout: the $1.5 million valuation of the property at its highest and best use, namely mixed-use redevelopment, or the $825,000 valuation of the property "as is," based on its current residential condition.

[2] For the reasons below, I order as follows:

a. The request to bar Mr. Neves from claiming his expenses is denied. Mr. Neves may rely on the information he provided regarding his expenses on October 7, 2025, but may not provide or seek to rely on any supplemental information; and

b. The buyout is to proceed on the basis of the $1.5 million valuation of the property.

Whether Mr. Neves should be barred from claiming his expenses

Background

[3] The parties jointly purchased the property (located at 2392 Kingston Road, Toronto) in 2005. Mr. Ramos commenced this proceeding in 2024, seeking a declaration of joint ownership, an amendment of title to reflect the joint ownership, leave to register a Certificate of Pending Litigation against title, and an order directing the partition and sale of the property.

[4] In May 2024, Papageorgiou J. granted leave to register a CPL against the property.

[5] In August 2024, Hood J. heard Mr. Ramos' application. He issued a consent order declaring that Mr. Ramos and Mr. Neves each held a 50% interest in the property as tenants in common. His order provided as follows:

a. An appraiser was to be jointly retained to appraise the property.

b. Within 30 days of receiving the appraisal report, Mr. Neves was to elect either to buy out Mr. Ramos at 50% of the appraisal value minus the Reasonable Expenses Owed by Mr. Ramos, or to sell the property and split the sale proceeds equally with Mr. Ramos subject to any Reasonable Expenses Owed by him.

c. "Reasonable Expenses Owed" meant the amount owed by Mr. Ramos to Mr. Neves for Mr. Ramos' "outstanding 50% share of the reasonable carrying costs and improvement costs of the [p]roperty expended by [Mr. Neves], as agreed to by [Mr. Ramos and Mr. Neves], or as determined by the Court, taking into account any costs of [Mr. Ramos] as fixed by the Court or agreed to by" Mr. Ramos and Mr. Neves.

d. Mr. Neves was "to provide the particulars of all reasonable expenses he asserts are owed by" Mr. Ramos within 45 days of the date of the order.

e. Mr. Ramos was to provide his response as to the reasonableness of the expenses claimed within 30 days of receiving the particulars.

f. The parties were to seek a case conference to fix a process and timetable for determining the Reasonable Expenses Owed by Mr. Ramos, if they could not agree to them.

[6] Mr. Neves did not provide the particulars of his expenses by the deadline specified by Hood J., although in October 2024, he provided an Excel spreadsheet of expenses he said he had incurred on the property, and in January 2025, he provided an email outlining categories of renovation expenses on the property, totalling over $139,000.

[7] In February 2025, counsel agreed to an amended timetable allowing the outstanding particulars of the expenses to be provided later that month. Mr. Neves did not provide the particulars by the agreed-to deadline.

[8] Mr. Ramos requested a case conference, which was held before Leiper J. on June 23, 2025. Mr. Neves' written materials for the case conference discussed the difficulties he had had

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complying with the timetable due to his father's death in March 2025, his resulting need to remain in Portugal for his father's funeral, and his need to go back there from mid-May to mid-June 2025 to deal with his father's estate. Mr. Neves requested an additional 45 days to deliver the particulars of his expenses.

[9] Leiper J. imposed a second timetable that required, among other things, the following:

a. The parties were to retain a specified appraiser within 14 days.

b. Mr. Neves was to deliver the particulars of his claimed expenses within 45 days (i.e. by August 7, 2025), "failing which he shall be barred from claiming any expenses from the Applicant".

c. Mr. Ramos was to provide his response as to the reasonableness of the expenses claimed within 30 days of receiving Mr. Neves' particulars.

d. The parties were to seek a case conference for the determination of the reasonable expenses owed if no agreement could be reached.

[10] Mr. Neves did not provide the particulars by the 45-day deadline ordered by Leiper J.

[11] Mr. Ramos' counsel put Mr. Neves on notice of his non-compliance. Nr. Neves' counsel said the particulars would be delivered by August 18, 2025. Mr. Neves did not provide the particulars by August 18, 2025. He instead served a notice of change of lawyer.

[12] On October 7, 2025, Mr. Neves provided what he describes as "a complete accounting of all reasonable expenses, together with invoices and proof of payment". The information contained the following:

a. A list of operating costs on the property, totalling almost $414,000, together with "other costs" including estimated construction costs, expenses incurred, and various "to be determined" expenses such as interest on expenses, interest on the repayment of the mortgage, and the management fee on the property;

b. An itemized list of expenses on the renovation project, totalling over $157,000, and including an estimate for $30,000 to $40,000 in "approximate estimates to complete project"; and

c. Various "receipts and proofs" relating to engineer and architect fees, equipment and material costs, gas and meal expenses, and sub-trade fees.

[13] Mr. Neves submits that he provided the required information on October 7, 2025, two months after the deadline ordered by Leiper J., and that any delay "was neither deliberate nor prejudicial and arose from the practical realities of compiling decades of records, appraisal complications, a change in counsel, and the Respondent's temporary absence due to family bereavement." He says Mr. Ramos has experienced no prejudice as a result of any delay. He submits that he has incurred significant expenses on the property, that since

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2012 Mr. Ramos has failed to meaningfully contribute to the property, financially or otherwise, and that it would be an overly harsh remedy to not allow him to rely on the information he provided on October 7, 2025.

[14] Mr. Ramos did not provide a response to the information provided by Mr. Neves, taking the position that the information had not been delivered in accordance with the deadline established by Leiper J. (a point that is not in dispute) and that therefore Mr. Ramos could not rely on it, per Leiper J.'s order.

[15] In the motion before me, Mr. Ramos submits that the information Mr. Neves provided on October 7, 2025 consisted only of partial particulars and that in any event Mr. Neves should not be allowed to rely on it. He says that Mr. Neves had received more than one extension by the time Leiper J. issued her order. The order of Leiper J. was clear that Mr. Neves was being given one last chance, and that if he did not comply with the deadline she imposed, he would be "barred from claiming any expenses". Mr. Ramos says that Mr. Neves ought to be so barred.

Analysis

[16] It is trite to observe that court-ordered timetables are not just good ideas: they are the law. They are court orders and are binding on the parties. They are essential tools to ensure civil proceedings are determined in a just, expeditious, and inexpensive manner (*see, e.g., Joshi v. Grace*, 2023 ONSC 278, at para. 20, and cases cited therein). The Court of Appeal for Ontario has held that while "latitude" must be given "for unexpected and unusual contingencies that make it difficult or impossible for a party to comply" with court-imposed timelines, the failure to uphold timelines "undermines public confidence in the capacity of the justice system to process disputes fairly and efficiently" (*1196158 Ontario Inc. v. 6274013 Canada Ltd.*, 2012 ONSC 544, at para. 19).

[17] Mr. Neves points me to no unexpected and unusual contingencies that have made it difficult or impossible for him to comply with the timetable imposed by Leiper J. He did experience such contingencies prior to the case conference before Leiper J. and he raised them at the case conference, resulting in a further extension. But his explanation for the delay between the August 7, 2025 deadline imposed by Leiper J. and his October 7, 2025 provision of information is rather thin. He refers to a disruption in his solicitor relationship, but that does not absolve him of the obligation to comply with court-imposed timetables. Likewise, he refers to the challenges of compiling decades of records, but presumably that was an obstacle known to him well before the case conference with Leiper J. and taken into account when his counsel requested a 45-day extension at that case conference.

[18] Nonetheless, I exercise my discretion to allow Mr. Neves to rely on the information he submitted in October 2025. I do so because in my assessment, viewing the matter as a whole, the unfairness that could result from not letting Mr. Neves rely on the information could be significant, and outweighs the concerns I have about the harm to the administration of justice that will flow from letting him rely on the information.

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[19] Put simply, the expenses Mr. Neves claims are not insignificant in quantum. To the extent that any of his expense claims are reasonable and proper, he ought to have the chance to advance them, notwithstanding the late delivery of his particulars. It would not be fair to allow a two-month delay to result in a potential windfall for Mr. Ramos, by which I mean a buyout value that may materially exceed his actual entitlement once any reasonable expenses are factored in.

[20] Exercising my discretion in this way will allow for a resolution of this application on the merits. Mr. Ramos says that Mr. Neves incurred unauthorized and excessive expenses on the property. Mr. Neves says that Mr. Ramos contributed nothing toward the property. Both of those claims should have the opportunity to be addressed substantively. Procedural orders ought to be construed in a manner that "advances the interests of justice and ordinarily permits the parties to get to the real merits of their dispute" (*1196158 Ontario Inc. v. 6274013 Canada Limited*, 2012 ONCA 544, at para. 19).

[21] To be clear, Mr. Neves may not supplement the information he has provided at this late stage. He may rely only on the information as he provided it to Mr. Ramos on October 7, 2025. That information is contained in the Google Drive link that appears at Case Centre page B-1-129 of his motion materials. Presumably, given his own description of the October 7, 2025 disclosure as "a complete accounting of all reasonable expenses, together with invoices and proof of payment," he would have no need to supplement it in any event. In my view, imposing this limit will prevent against any further delay and facilitate a just and fair determination of the real matters in dispute.

Which property valuation should be relied on for the buyout

[22] Mr. Ramos has been deemed a tenant in common in the property by Hood J.'s order. As a tenant in common, under the *Partition Act*, R.S.O. 1990, c. P. 4, it is his *prima facie* right to have the property sold (see, e.g., *Greenbanktree Power Corp. v. Coinamatic Canada Inc.* (2004), 2004 CanLII 48652 (ON CA), 75 O.R. (3d) 478, [2004] O.J. No. 5158 (C.A.), at paras. 1-2). As part of this, he has the right to have his interest in the land ascertained at its fair market value (*Gartree Investments Ltd. v. Cartree Enterprises Ltd.*, [2002] O.J. No. 753 (S.C.); *Jackson v. Munro*, 2010 ONSC 6208 (S.C.J.), at paras. 35-36). This same principle applies even though Mr. Neves has elected to buy out Mr. Ramos' 50% interest in the property rather than selling the property.

[23] The parties agree that the fair market value of the property is to guide the buyout, but disagree on which assessed fair market value should be applied. The valuator has done two appraisals of the property. The first gives a $1.5 million fair market valuation of the property at its highest and best use, mixed-use redevelopment. The second gives a $825,000 valuation of the property "as is," based on its current residential condition. Mr. Ramos says the buyout value of his interest in the property should be 50% of the $1.5 million valuation. Mr. Neves says it should be 50% of the $825,000 valuation.

[24] The case law is clear that "[t]he fair market value of lands is commonly determined on the basis of expert appraisal evidence, according to the highest and best use of the lands. A

highest and best use must be one that is legally permissible and economically feasible" (*Board of Regents of Victoria University v. GE Canada Real Estate Equity*, 2014 ONSC 7435 (S.C.J.), at paras. 92, 166, affirmed on appeal 2016 ONCA 646, leave to appeal to S.C.C. dismissed 2017 CanLII 12243 (S.C.C.); see also *Buttar v. Buttar*, 2013 ONCA 517, in which, at para. 64, the Court of Appeal for Ontario commented that it has "jealously guarded the rights of joint owners to the best price for jointly owned property.").

[25] Mr. Neves does not suggest that a mixed-use redevelopment is legally impermissible or economically infeasible. Nor is there any evidence before me to suggest that that is the case.

[26] As such, the valuation of $1.5 million reflects the fair market value of the property according to the highest and best use of the lands, and is therefore the one that must be applied to the buyout. The contrary approach, which Mr. Neves argues for, is simply incorrect at law. Indeed, his counsel does not seriously contest before me that the jurisprudence supports the adoption of the higher valuation. He simply submits that the property has always been used as a residential property. While that may be true, historic use is not the basis on which the fair market value of the land is to be determined.

[27] The buyout is therefore to proceed on the basis of the $1.5 million valuation of the property.

Order Granted

[28] I accordingly dismiss Mr. Ramos' request for an order barring Mr. Neves from claiming any expenses from Mr. Ramos. Mr. Neves may rely on the information he provided regarding his expenses on October 7, 2025, but may not provide or seek to rely on any supplemental information.

[29] Per the existing court order, Mr. Ramos will now have 30 days in which to provide a response as to the reasonableness of the expenses Mr. Neves has claimed. If the parties cannot reach an agreement on the reasonableness of the expenses owed, they are to seek a case conference for the determination of the reasonableness of the expenses owed, within 30 days of Mr. Ramos' response.

[30] I direct that Mr. Neves buy out Mr. Ramos' 50% interest in the property at the price of $750,000, representing 50% of the highest and best use appraised value determined by the property valuator, less any deduction for expenses determined through the process described above, taking into account any costs of Mr. Ramos as fixed by the court or agreed to by the parties.

Costs

[31] The fixing of costs is a discretionary decision under section 131 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43. In exercising my discretion with respect to fixing costs, I considered the factors identified in Rule 57.01 of the *Rules of Civil Procedure*. I also considered the overall objective of any costs award: that it be fair and reasonable and within

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the reasonable expectation of the unsuccessful party to pay (*Boucher v. Public Accountants Council for the Province of Ontario* (2004), 71 O.R. (3d) 291 (C.A.), at paras. 26, 38).

[32] I award Mr. Ramos substantial indemnity costs on this motion, in the amount of $22,000. In making this costs award, I observe the following:

a. Although I did not grant Mr. Ramos the relief he sought on the issue of Mr. Neves' expense claim, Mr. Ramos was well within his rights to have brought that motion given the clear and mandatory language of Leiper J.'s order.

b. Mr. Ramos was entirely successful on the issue of which assessment is to be relied on for the buyout. There is no basis in law for Mr. Neves' position to the contrary.

c. This motion was necessitated by Mr. Neves' breach of the various orders, which breaches he acknowledges. But for Mr. Neves' failure to comply with the three previously-imposed deadlines for producing the information at issue, Mr. Ramos would not have had to incur the costs of this motion. It is appropriate that Mr. Ramos be made whole for the costs of this motion, in these circumstances.

d. The costs sought by Mr. Ramos are themselves reasonable, especially since a case conference was required in addition to the motion. Tasks were delegated to a junior counsel team member where appropriate. Mr. Ramos' materials were of assistance to the court.

[33] I therefore order that Mr. Neves pay Mr. Ramos his costs on the motion in the amount of $22,000, inclusive of all fees, disbursements, and HST, within 30 days.

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Parghi J.

Date: March 19, 2026

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