CITATION NO.: Apenteng et al. v. The Citadel International Church et al., 2026 ONSC 2514
COURT FILE NO.: CV-25-92574
DATE: April 28, 2026

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: Eric Apenteng and Robine Kahorongo, Plaintiffs

-and-

The Citadel International Church and House of Glory International Pentecostal Ministry, Defendants

BEFORE: MacNeil J.

COUNSEL: *Navid Dehghani* – Lawyer for the Plaintiffs

Udoka Oguekwe – Lawyer for the Defendants

HEARD: January 27, 2026

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REASONS FOR DECISION

[1] The plaintiffs commenced this action against the defendants for payment of damages for unpaid salary, unpaid vacation pay, breach of contract, and reimbursement of various expenses, among other relief, pursuant to a written agreement made between the parties.

[2] The defendants made this motion under Rule 21.01(3)(a) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, by way of Notice of Motion, dated December 23, 2025, for an order staying or dismissing the action for lack of jurisdiction or, in the alternative, staying the action on the basis that the contract executed by the parties contains a mandatory governing law clause requiring it to be governed by Alberta law or, in the further alternative, staying the action under the doctrine of *forum non conveniens*, as Alberta is the clearly more appropriate forum for the determination of the dispute between the parties.

[3] The defendants also argue that service of the statement of claim was not properly effected under Rule 17 of the *Rules of Civil Procedure*.

[4] Affidavits were filed on behalf of both parties. No cross-examinations on those affidavits were put before the court.

BACKGROUND

[5] The plaintiffs are spouses of one another and reside in Ontario. They have resided in Ontario since on or about November 22, 2022.

[6] The defendant, House of Glory International Pentecostal Ministry, is a religious organization registered under the laws of the Province of Alberta and is associated with the defendant, The Citadel International Church ("TCIC").

[7] This action was commenced on November 3, 2025. The plaintiffs allege that, at all material times, they were employees of the defendants or, alternatively, dependent contractors with the defendants and that their relationship was unilaterally terminated by the defendants on July 4, 2025, without cause and without notice or payment in lieu of notice, by way of correspondence sent to them by Idowu Ohioze of the law firm Andrew Law.

[8] On November 4, 2025, the statement of claim was emailed to Idowu Ohioze, the lawyer who had authored the termination letter delivered to the plaintiffs.

The Service Agreement

[9] The Service Agreement states that it was made on November 1, 2022 between House of Glory International Pentecostal Ministry as the "Church" and the plaintiffs as the "Minister". The Service Agreement was executed in Alberta. At that time, the plaintiffs resided in Alberta.

[10] The relevant paragraphs of the Service Agreement are as follows:

> Background
>
> a. The Church is a religious organization registered under the laws of the Province of Alberta with its church situated at 9253 – 48 Street NW, Edmonton, Alberta T6B 2R9.
>
> …
>
> c. The Minister has agreed to provide the Services to the Church in accordance with the terms and conditions set forth in this Agreement.
>
> …
>
> Description of Services
>
> [4] The Ministers shall, by agreeing to render the following Services to the Church:
>
> a. relocate to the Province of Ontario and plant a local branch of the Church at a location in that province which shall be mutually agreed to by the Church;
>
> b. lead the local branch in Ontario, in line with biblical teachings, at all religious services at the branch in Ontario or at any locations as such may, from time to time, be assigned by the senior pastors of the Church;

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c. ensure the smooth administration of the local branch by counseling members of the local branch in a helpful, respectful, and efficient manner;

d. supervise other pastors and administrative staff of the local branch;

e. promote the interests of the Church by displaying exemplary personal and public profile that is worthy of the office of a religious minister;

f. advocate at all times and promote the Church to its members and non-members;

g. canvass the active participation and attendance of members at the Church's religious services and social gatherings;

h. uphold at all times the values that would promote the conversion of non-adherents to the Christian faith and the instilling of Christian values in the members of the Church, and

i. perform duties that may be assigned by the senior pastors from time to time.

[5] The Ministers agrees [*sic*] that they will at all times faithfully, industriously, and to the best of their skills, ability, experience, and talents, perform the Services. In carrying out the Services, the Ministers shall comply with all Church policies, procedures, rules, and regulations, both written and oral, as are announced by the Church from time to time and shall adhere strictly to the laws of the Province of Ontario and Canada as those may directly impact the provision of the Services.

…

Reporting Line

…

[9] In planting and leading the local church in Ontario, the Ministers shall directly report all of their activities in Ontario to Pastor Olanrewaju Smith and Pastor Elizabeth Smith (collectively known as "Senior Pastors").

Duty to Report

[10] The Ministers shall prepare and submit a monthly report of their activities to the Senior Pastors.

…

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Remuneration

[12] The Ministers are not employees of the Church as that term may [be] defined under the relevant provincial employment standard legislation.

[13] In providing the Services, it is expressly agreed that the Ministers are acting as independent contractors and not as employees. The Parties acknowledge and agree that this Agreement does not create a partnership or a joint venture between them and is exclusively a contract for service.

…

Relocation Allowance

[17] The Church shall pay a one-time relocation allowance of $10,000 Canadian Dollars to the Minister.

[18] The allowance shall be paid in one lump sum. The first payment shall be paid on or before the day the Ministers departs [*sic*] from Edmonton, Alberta to Ontario.

…

Entire Agreement

[36] This Agreement contains the entire agreement between the Parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the Services and shall be amended or modified only by a written instrument signed by the Parties.

…

Independent Legal Advice

[39] The Ministers acknowledges [*sic*] that the Church has provided the Ministers with reasonable opportunity to obtain independent legal advice with respect to this Agreement, and that either the Ministers have:

i. had such independent legal advice prior to executing this Agreement, or

ii. has willingly chosen not to obtain such advice and to execute this Agreement without having obtained such advice.

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Governing Law

[40] This Agreement shall be governed by the laws of the Province of Alberta and the parties agree to attorn to the jurisdiction of arbitrators and the courts in Alberta.

Termination Letter

[11] By the July 4, 2025 correspondence sent to the plaintiffs by Idowu Ohioze, they were terminated for alleged breaches of the Service Agreement. The letter states, in part:

> I confirm that I have been retained by the Citadel International Church ("TCIC").
>
> … As you know, the TCIC appointed both of you the pastors of its Toronto local branch vide [*sic*] the Agreement.
>
> The TCIC has documented several infractions of the Agreement by yourselves. These include:
>
> 1. Your failure, since November 2024, to submit the mandatory monthly report of your activities to the senior pastors, Pastor Lanre Smith and Pastor Elizabeth Smith, in contravention of section 10 of the Agreement.
>
> …
>
> 3. Your unauthorized removal of the TCIC name and logo from all church publications in Ontario in contravention of the Agreement.
>
> …
>
> 5. You have brought the local TCIC branch in Ontario under the covering of a controversial occult leaning denomination that is based in Korea and no longer teach and minister the doctrines of TCIC at its Ontario branch. This is really damaging to the TCIC brand with far reaching negative implications.
>
> Based on the foregoing, the TCIC considers the Agreement breached and terminated by your conducts. The TCIC demands that you immediately return to its possession all its property that is in your custody.
>
> …

ISSUES

[12] The following issues are to be determined:

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(a) Does Ontario have jurisdiction *simpliciter* over the action?

(b) Should the action be stayed or dismissed on the ground that Alberta is the more appropriate forum?

(c) Was effective service of the statement of claim made on the defendants?

THE LAW

[13] Rule 21.01(3)(a) of the *Rules of Civil Procedure* provides that a defendant may move before a judge to have an action stayed or dismissed on the ground that the court has no jurisdiction over the subject matter of the action.

[14] Section 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, provides that a court, on its own initiative or on motion by any person, whether or not a party, may stay any proceeding in the court on such terms as are considered just.

[15] The leading case governing whether a court in Ontario is entitled to assume jurisdiction over a proceeding is the Supreme Court of Canada's decision in *Van Breda v. Village Resorts Ltd.*, 2012 SCC 17, [2012] 1 S.C.R. 572 (S.C.C.). In making this determination, the two main issues are: (i) should the court in Ontario assume jurisdiction in the action; and (ii) if the Ontario court has jurisdiction, should it nonetheless decline the jurisdiction and stay the action on the basis of *forum non conveniens*.

[16] A claim may be brought in Ontario where there is a real and substantial connection to the province. In determining this, the following factors are presumptive connecting factors that, *prima facie*, entitle a court to assume jurisdiction over a dispute:

(a) the defendant is domiciled or resident in the province;
(b) the defendant carries on business in the province;
(c) the tort was committed in the province; and
(d) a contract connected with the dispute was made in the province: *Club Resorts Ltd. v. Van Breda*, 2012 SCC 17, at para. 90.

[17] Where "a recognized presumptive connecting factor does apply, the court should assume that it is properly seized of the subject matter of the litigation" and the court "will have jurisdiction unless the party challenging the assumption of jurisdiction rebuts the presumption resulting from the connecting factor": *Van Breda*, at para. 94.

[18] The burden of rebutting the presumption of jurisdiction rests on the party challenging the court's jurisdiction and they must "establish facts which demonstrate that the presumptive connecting factor does not point to any real relationship between the subject matter of the litigation and the forum or points only to a weak relationship between them": *Van Breda*, at para. 95.

[19] Even where a court in Ontario has jurisdiction *simpliciter*, a party can still ask the court to decline jurisdiction on the basis of *forum non conveniens*. The moving party bears the onus of

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showing that an alternative forum is "clearly more appropriate". The factors that a court may consider in deciding whether to apply *forum non conveniens* may vary depending on the context and might include the locations of parties and witnesses, the cost of transferring the case to another jurisdiction or of declining the stay, the impact of a transfer on the conduct of the litigation or on related or parallel proceedings, the possibility of conflicting judgments, problems related to the recognition and enforcement of judgments, and the relative strengths of the connections of the two parties: *Van Breda*, at paras. 103, 109-110.

[20] While the normal state of affairs favours exercising jurisdiction in the forum where it is properly assumed, this should never come at the cost of one party facing unfair or clearly inefficient proceedings: *Haaretz.com v. Goldhar*, 2018 SCC 28 (CanLII), [2018] 2 SCR 3, at para. 47.

ANALYSIS

(a) Does Ontario have jurisdiction simpliciter over the action?

[21] It is the defendants' position that none of the presumptive connecting factors set out in *Van Breda* are present: the defendants are not domiciled or resident in Ontario; they do not carry on business in Ontario; no tort is alleged to have occurred in Ontario; and the contract was not formed in Ontario. Therefore, Ontario lacks jurisdiction *simpliciter*.

Is there a Presumptive Connecting Factor?

[22] Of the presumptive connecting factors identified in *Van Breda*, I find that the second factor exists in this case, that is, that the defendants were carrying on business in Ontario with the plaintiffs having been contracted by the defendants to start a new branch(es) of TCIC in Ontario.

[23] The defendants' evidence is that the plaintiffs only attempted to create a TCIC branch, but it never materialized into a "formal church branch". Therefore, the defendants submit that they did not carry on operations or ministry in Ontario.

[24] While I find that the evidence is slim in terms of what degree of actual presence TCIC may have had in Ontario, I am satisfied that the plaintiffs have provided evidence of at least some presence in Ontario to support a finding that the defendants carried on business here, including that locations for TCIC services were secured and rented, church services were advertised and held, and church donations were accepted from attendees.

[25] The plaintiffs also submit that their claim involves a tort claim on the basis that the termination was undertaken in bad faith. However, I am not satisfied that they have established that that tort was committed in Ontario since the organizational structure of the defendants has always remained in Alberta and it appears from the record that the defendants' decision to terminate the plaintiffs was made in Alberta.

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Have the Defendants Rebutted the Presumption?

[26] The defendants' evidence is that there is no real and substantial connection between the dispute and Ontario. They have no office, operations, administrative presence, or representatives in Ontario. The defendants submit that the entire relationship between the parties was governed from Alberta. All pastoral oversight, doctrinal supervision, reporting obligations, directions, and administrative control were exercised solely by Alberta leadership, and all events giving rise to the dispute, including concerns, communications, and termination, were addressed in Alberta.

[27] While there is little evidence in the record regarding the success of the plaintiffs in planting and growing a new TCIC branch(es) in Ontario, I find that they were here in the province carrying out the defendants' business operations by providing church services and ministry and collecting church donations. The Senior Pastors controlled the plaintiffs' activities, but the plaintiffs were in Ontario performing those activities on behalf of and for the benefit of the defendants' religious operations. Given that the litigation relates to the termination of the plaintiffs' contract with the defendants to provide such services, I am satisfied that there is a link between the subject matter of the litigation to Ontario.

[28] I therefore accept the submission of the plaintiffs that this Court has jurisdiction *simpliciter* over the dispute and conclude that the action is properly before it.

(b) Should the action be stayed or dismissed on the ground that Alberta is the more appropriate forum?

[29] I will now proceed to deal with the issue of *forum non conveniens*, as raised by the defendants.

[30] The defendants ask that this Court decline jurisdiction on the basis of *forum non conveniens*. They submit that, even if the court finds jurisdiction *simpliciter* exists in Ontario, Alberta is clearly the more appropriate forum because all witnesses, leadership, records, and oversight structures relevant to the dispute are located in Alberta. They further rely on paragraph 40 of the Service Agreement, which provides that the Agreement shall be governed by the laws of Alberta and that the parties agree to attorn to the jurisdiction of arbitrators and courts in Alberta; the defendants also cite the decision of *2249659 Ontario Ltd. v. Sparkasse Siegen*, 2013 ONCA 354 in this regard.

[31] In *Young v. Tyco International of Canada Ltd.*, 2008 ONCA 709, 92 O.R. (3d) 161 (Ont. C.A.), at paras. 26-27, the Ontario Court of Appeal described the principles that apply in determining the *forum conveniens* of a contractual dispute, stating:

> 26 Decisions on *forum non conveniens* motions are exercises of judicial discretion. Typically, in exercising their discretion, motion judges consider a list of factors now well established in the case law. These factors are used to assess the connections to each forum. They include:

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1. the location where the contract in dispute was signed;
2. the applicable law of the contract;
3. the location of witnesses, especially key witnesses;
4. the location where the bulk of the evidence will come from;
5. the jurisdiction in which the factual matters arose;
6. the residence or place of business of the parties; and
7. the loss of a legitimate juridical advantage [citations omitted].

27 The factors listed above are not exhaustive, although in practice they are the ones typically considered. All of the factors may not be relevant in a given case. Moreover, the exercise is not mathematical. Motion judges assign each factor the weight they consider appropriate to the case. Their overall balancing of these factors reflects the discretionary nature of the decision. …

[32] In *Novatrax International Inc. v. Hägele Landtechnik GmbH*, 2016 ONCA 771, 132 O.R. (3d) 481 (Ont. C.A.), at para. 5, the Ontario Court of Appeal discussed the principles that apply where parties have agreed to a forum selection clause, as follows:

> The parties agree that the motion judge correctly identified the governing principles as those set out by the Supreme Court of Canada in *Z.I. Pompey Industrie v. ECU-Line N.V.*, 2003 SCC 27, [2003] 1 S.C.R. 450, and by this court in *Expedition Helicopters Inc. v. Honeywell Inc.*, 2010 ONCA 351, 100 O.R. (3d) 241, leave to appeal refused, [2010] S.C.C.A. No. 258, [2010] 3 S.C.R. v (note), and *2249659 Ontario Ltd. v. Sparkasse Siegen*, 2013 ONCA 354, 115 O.R. (3d) 241:
>
> (i) The law favours the enforcement of forum selection clauses in commercial contracts. Where the parties have agreed to a forum selection clause, the starting point of the *forum non conveniens* analysis is that the parties should be held to their bargain;
>
> (ii) A stay of an action should be granted unless the plaintiff shows "strong cause" that the case is exceptional and the forum selection clause should not be enforced;
>
> (iii) The requirement that the plaintiff show "strong cause" presumes that there is an agreement containing a clear forum selection clause and that clause, by its terms, applies to the claims the plaintiff seeks to bring in Ontario; and
>
> (iv) The forum selection clause pervades the *forum non conveniens* analysis and must be given full weight in the consideration of other factors.

[33] If there are "sufficiently strong reasons" to find that it would not be reasonable or just in the circumstances to require adherence to a forum selection clause, then a court will not enforce it: *Z.I. Pompey Industrie v. ECU-Line N.V.*, 2003 SCC 27, [2003] 1 S.C.R. 450 (S.C.C.), at para. 39. At para. 20 of *Z.I. Pompey*, the Supreme Court confirmed that the burden is on the plaintiff "to satisfy the court that there is good reason it should not be bound by the forum selection clause. It

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is essential that courts give full weight to the desirability of holding contracting parties to their agreements." Still further in the same decision, the Supreme Court of Canada held, at para. 31:

> Issues respecting an alleged fundamental breach of contract or deviation therefrom should generally be determined under the law and by the court chosen by the parties in the bill of lading. The "strong cause" test, once it is determined that the bill of lading otherwise binds the parties (for instance, that the bill of lading as it relates to jurisdiction does not offend public policy, was not the product of fraud or of grossly uneven bargaining positions), constitutes an inquiry into questions such as the convenience of the parties, fairness between the parties and the interests of justice, not of the substantive legal issues underlying the dispute. …

[34] The Ontario Court of Appeal reiterated this same approach in *2249659 Ontario Ltd. v. Sparkasse Siegen*, 2013 ONCA 354, 115 O.R. (3d) 241 (Ont. C.A.), the case cited by the defendants, stating at para. 39:

> Forum selection clauses in an agreement between parties, particularly sophisticated commercial parties, will normally be enforced by Ontario courts. A plaintiff who seeks to litigate in Ontario, having agreed that the dispute would be litigated in another forum, carries a heavy burden and must show a "strong cause" for departing from the terms of the agreement [citations omitted].

[35] Here, I am satisfied that the forum selection clause in paragraph 40 of the Service Agreement is clear and that, by its terms, it applies to the plaintiffs' claim against the defendants. I find that the plaintiffs have not met their burden of showing that there is "strong cause" that the clause should not be enforced.

[36] There is no evidence that the Service Agreement offends public policy, was a product of fraud, or that the parties had grossly uneven bargaining positions.

[37] In Mr. Apenteng's affidavit, he attests that he was not provided the Service Agreement in advance to review or obtain independent legal advice and that he and Ms. Kahorongo were instructed to sign the Agreement and initial the backdating to November 1, 2022. Mr. Apenteng's evidence in this regard is uncontroverted. However, a party who signs a contract, can be taken to have read the contract that they sign and to have agreed to its terms. Further, by paragraph 39 of the Service Agreement, the plaintiffs specifically acknowledged that they had the opportunity to obtain independent legal advice with respect to the Agreement.

[38] The plaintiffs submit that their claim concerns, among other things, a contract to be performed in Ontario and personal property in Ontario, the cause of action arose in Ontario, and the defendants carried on activities in Ontario through their authorized ministers and Ontario branch operations, including leases, donations, and signage. They further argue that the Service Agreement directs Ontario relocation, Ontario branch leadership, Ontario operations funding, Ontario non-compete restrictions, and requires them to comply with Ontario law. While that may be the case, all of the activities undertaken in these regards remained under the control of TCIC and the Senior Pastors who were situated in Alberta. This is acknowledged in paragraph 4 of the

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statement of claim wherein it alleges: “At all material times, the Plaintiffs performed church leadership, administration, and related duties for the Defendant under its direction and control.”

[39] The plaintiffs presented their expenses to the Senior Pastors in Alberta for reimbursement. The Senior Pastors approved and issued funds to pay to the plaintiffs for their services, and for the various expenses and costs they incurred in Ontario. The donations collected by the plaintiffs were redirected to TCIC in Alberta. The plaintiffs had to report back to the Senior Pastors in Alberta, obtain their approval for all steps taken, and follow their directions and instructions. The plaintiffs were the two lead representatives of TCIC in Ontario; there was no other organizational representation or structure in Ontario. The main cause of action relates to whether the termination of the plaintiffs’ services was in breach of the Service Agreement, a contract that was prepared and executed in Alberta and that expressly stated that its governing law and jurisdiction was Alberta.

[40] The plaintiffs did not provide any information about the location or number of witnesses needed or that any witnesses could not either travel to Alberta for a trial or participate remotely from Ontario. There is no evidence to support a loss of a legitimate juridical advantage to the plaintiffs if the action proceeds in Alberta.

[41] While the plaintiffs claim that they are entitled to statutory payments required by Ontario’s *Employment Standards Act, 2000*, S.O. 2000, c. 41, this is a bald assertion only and is contrary to clear terms set out in the Service Agreement, specifically, paragraph 12 which states that the plaintiffs “are not employees of the Church as that term may [be] defined under the relevant provincial employment standard legislation” and paragraph 13 which states that it is agreed that, in providing the Services, the plaintiffs “are acting as independent contractors and not as employees”. Paragraph 16 of the Agreement states that the plaintiffs “shall not be entitled to a pension and extended health care benefits”. Finally, paragraph 32 states that “Either Party may, at any time, terminate this Agreement by giving no less than two (2) weeks written notice to the other Party”; and paragraph 33 provides that the defendants may terminate the Service Agreement without notice where the plaintiffs are in serious breach of the Agreement. As a result, while I am obviously not deciding the merits of the plaintiffs’ claims for payments pursuant to the Ontario *Employment Standards Act*, for the purposes of this motion only, I do not accept that those claims have a reasonable basis in the record.

[42] The plaintiffs did not provide any information about their ability to enforce any judgment that may be obtained if the action proceeds in Ontario. It appears that the defendants’ assets are located in Alberta if they need to be accessed to satisfy any judgment debt.

[43] After considering all of the relevant factors, I find that the plaintiffs have not established that there is “strong cause” to find that the forum selection clause should not be enforced.

[44] Based on all of the above-noted factors, I conclude that the appropriate forum for the action is Alberta, which has jurisdiction over the parties and is competent to adjudicate the claims pleaded by the plaintiffs.

[45] Accordingly, on the basis of *forum non conveniens*, this Court declines to exercise jurisdiction in this action and orders that it is stayed.

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(c) Was effective service of the statement of claim made on the defendants?

[46] Given my ruling above staying the action, in my view, it is not necessary for me to determine whether there was effective service of the statement of claim on the defendants. However, for the sake of completeness, I will decide the issue.

[47] I am satisfied that effective service of the statement of claim was made on the defendants. The plaintiffs filed an affidavit of service of an Alberta process server who attests to personally serving each of the defendants at their place of business on December 14, 2025, by leaving a copy of the document with a person who appeared to be in control or management of the business, namely, the Operations Manager.

[48] I am also satisfied that the affidavit evidence of A. Vallance, a law clerk with the law firm representing the plaintiffs, establishes that, on November 4, 2025, she had sent a copy of the statement of claim to Idowu Ohioze. Ms. Vallance attested that Idowu Ohioze had "previously communicated" with her on behalf of the defendants.

[49] I find that the fact that the defendants made the within motion confirms they had actual notice of the statement of claim. (It is noted that the affidavit filed on behalf of the defendants in support of their motion was sworn on December 3, 2025, which was before the personal service on December 14, 2025.)

[50] I have previously concluded that the moving defendants were carrying on business in Ontario. Rule 17.02(p) of the *Rules of Civil Procedure* provides that a party to a proceeding may, without a court order, be served outside Ontario with an originating process where the proceeding against the party is in relation to a claim "against a person … carrying on business in Ontario".

[51] Accordingly, I conclude that effective service of the statement of claim on the defendants was made in the circumstances.

DISPOSITION

[52] For the foregoing reasons, the defendants' motion is granted, and the Ontario action is stayed on the basis of *forum non conveniens*.

COSTS

[53] I would urge the parties to agree on costs. If they are unable to do so, then costs submissions may be made as follows and submitted to the Sopinka Judicial Assistants to my attention:

(a) By May 18, 2026, the defendants shall serve and file their written costs submissions, not to exceed three pages, double-spaced, together with a draft bill of costs and copies of any pertinent offers; and

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(b) The plaintiffs shall serve and file their responding costs submissions of no more than three pages, double-spaced, together with a draft bill of costs and copies of any pertinent offers, by June 1st, 2026; and

(c) The defendants' reply submissions, if any, are to be served and filed by June 8th, 2026 and are not to exceed two pages.

(d) If no submissions are received by June 8th, 2026, the parties will be deemed to have resolved the issue of the costs and costs will not be determined by me.

[54] If the parties are able to settle the question of costs or if a party does not intend to deliver submissions, counsel are requested to advise the court accordingly.

B. MacNeil J.

MacNEIL J.

Released: April 28, 2026

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