

CITATION: Edwards v. Rexig Group Ltd. et al., 2026 ONSC 2720
COURT FILE NO.: CV-25-4
DATE: 2026 05 08

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: Therese Edwards, Moving Plaintiff

AND:

Rexig Group Ltd. and Pawel Dominik Poliszot a.k.a. Paul Poliszot, Responding Defendants

AND:

Anna Skowron, Renata Bellio, Alysha Ruschetta, Sebastian Streker Mercedes Streker, Arthur Strzemieczny, Elyzium Realty Inc., and Skowron Accounting Professional Corporation, Third Parties

BEFORE: M.T. Doi J.

COUNSEL: Julia M. Fischer, for the Moving Plaintiff

Saim Hashmi, for the Responding Defendants

Shaun Rotman, for the Third Parties

HEARD: February 20, 2026

ENDORSEMENT

Overview

[1] On this motion, the plaintiff seeks to have the defendants' third-party action severed from the main action to allow her claim against the defendants to proceed without delay caused by the third-party claim.

[2] The defendants oppose the motion and favor keeping the main and third-party actions together. The third-parties support the proposed severance and submit that the third-party action should be joined with other ongoing litigation in Toronto involving the defendants and some third-parties, respectively.

[3] For the reasons that follow, I find that the motion should be granted.

Background

[4] The plaintiff's action is a fairly straight-forward claim to recover \$135,967.00 and ongoing contractual interest at 8% per annum from the defendants under a loan agreement as amended.

[5] The plaintiff, Therese Edwards, is a retired school principal. In February 2021, the defendant Pawel Dominik Poliszot, a former licensed realtor and the sole director and shareholder of the defendant Rexig Group Ltd. ("Rexig"), offered Ms. Edwards an opportunity to invest by giving the defendants a short-term private loan at 8% interest. Mr. Poliszot represented the loan as a sound investment opportunity. Ms. Edwards was an inexperienced investor.

[6] On February 25, 2021, Ms. Edwards met Mr. Poliszot at his office in Mississauga. After discussing the loan, the parties signed a loan agreement on the following terms:

- a. Ms. Edwards would advance \$420,000.00 to Rexig;
- b. interest would accrue at 8% per annum, calculated yearly not in advance, beginning March 1, 2021; and
- c. the full amount of principal and interest, being \$489,888.00, was due and payable on March 1, 2023.

[7] After the defendants defaulted in repaying the loan, the parties entered into an amended loan agreement to extend the loan due date to May 1, 2024 with repayment totalling \$505,997.00 under a schedule with interim instalments and a final instalment due May 1, 2024.

[8] The defendants defaulted under the amended loan agreement and the parties entered into a second amended loan agreement to further extend the due date to January 1, 2025.

[9] The defendants defaulted on the second amended loan agreement after last paying an instalment in August 2024. The plaintiff received no further payments.

[10] As of February 9, 2026, the unpaid loan amount was \$135,967.00 plus ongoing contractual interest at 8% per annum.

[11] On January 14, 2025, the plaintiff brought an action against the defendants for repayment of the outstanding amounts owed to her plus related financing charges and costs.

[12] The defendants served a statement of defence dated May 16, 2025 to defend the plaintiff's claim against them in the main action.

[13] On May 26, 2025, the defendants brought a third-party claim against several individuals who had worked at Rexig that included, a) Anna Skowron, Rexig's former CFO, b) Renata Bellio, Rexig's former broker of record, c) Alysha Ruscetta, Rexig's former administrative/accounting clerk, d) Sebastian Streker, Rexig's former CEO/COO, e) Mercedes Streker, a former realtor at Rexig, and f) Arthur Strzemieczny, Rexig's former VP Business Development. The third-party claim also names two companies, being Elyzium Realty Inc. ("Elyzium"), a real estate brokerage for which Mr. Streker is its founding director, and Skowron Accounting Professional Corporation ("Skowron"), an accounting firm for which Ms. Skowron is its founding director.

[14] The issues in the main action are confined to: a) the existence and terms of the loan agreement and amending agreements between the plaintiff and the defendants, b) the defendants' default under the loan agreement and amending agreements, and c) a quantification of what the defendants owe the plaintiff under the contracts or as other damages.

[15] In the third-party action, the defendants raise multiple allegations against the individual and corporate third parties who are not parties to the plaintiff's loan contracts with the defendants.

[16] Among other things, the third-party claim pleads that Ms. Skowron, the Rexig contact person for Ms. Edwards on matters related to her loan contracts, took unauthorized actions by signing documents for Mr. Poliszot or using his signature without his knowledge or approval that imposed new obligations on Rexig without notice to the defendants.

[17] The third-party claim pleads that a forensic accounting of Rexig's accounts conducted after the personally-named third-parties left Rexig to carry on business together at Elyzium reveals that the third parties took Rexig funds without authorization on several occasions and used the funds to: a) take vacations, b) buy homes, c) purchase personal or luxury items, d) make unauthorized payments to staff for work not performed or not completed, e) pay others without reason or authority, f) give themselves improper pay raises or commission payments (i.e., by cutting out

Rexig's commission share entirely or in part), g) make car payments with Rexig's line of credit without authority, and h) otherwise pay friends and family. The third-party claim alleges that the third parties misappropriated Rexig's funds by manipulating its accounts (i.e., using cheques or electronic transfers) without entitlement or authorization that unjustly enriched the third parties, including Elyzium and Skowron, and caused the defendants financial hardship by correspondingly depriving them of the funds needed to run their business affairs.

[18] The third-party claim pleads that the third parties actively destroyed or disposed of Rexig's corporate records, minute books, and real estate deal files to frustrate the defendants' ability to discover the third-party misappropriations.

[19] The third-party action includes a claim that the personal third parties held positions of significant power or discretion at Rexig. In turn, the third-party claim pleads that these third parties breached their fiduciary duties by, among other things, not exercising reasonable care or diligence in making decisions for Rexig or managing its accounts, by misappropriating Rexig's funds, and by soliciting former Rexig realtors (i.e., who had their own books of business) with offers to work at Elyzium, a competitor.

[20] As part of the third-party action, the defendants have raised defamation claims against the third parties for disparaging Rexig to its employees, its related companies, and/or its clients by conveying that Rexig had significant financial difficulties and was itself misappropriating funds.¹ The third-party claim pleads that personally-named third parties knowingly made the defamatory remarks in a calculated effort to discredit the defendants and injure their reputations (i.e., by portraying them as dishonest, inept, or unreliable) to induce others into not dealing with them, that impacted the defendants' economic interests and caused them ongoing injury and damage.

[21] To date, the third parties have not defended the third-party claim and the defendants have not taken steps to note the third parties in default.

Legal Principles

[22] Rules 29.09 and 29.10 of the *Rules of Civil Procedure*, RRO 1990, Reg 194, provide as follows:

Prejudice or Delay to Plaintiff

29.09 A plaintiff is not to be prejudiced or unnecessarily delayed by reason of a third party claim, and on motion by the plaintiff the court may make such order or impose such terms, including an order that the third party claim proceed as a separate action, as are necessary to prevent prejudice or delay where that may be done without injustice to the defendant or the third party.

Third Party Directions

29.10 Any party affected by a third party claim may move for directions in respect of any matter of procedure not otherwise provided for in these rules.

[23] In *Dupont Canada Inc. v. Russel Metals Inc.*, [1999] O J No 3227 (SCJ) at para 10, Master Clark explained that r. 29.09 requires the court to consider the present circumstances of the main action and the third-party action to assess whether the main action is, or may be, put in jeopardy by the third-party action. He observed that r. 29.09 gives the court very broad powers to prevent prejudice or delay to the main action by reason of a third-party action, and does not require certain events to have occurred before the court may act to protect the integrity of the main action and the plaintiff in that regard: *Dupont* at para 8. He explained that any such order made under r. 29.09 must avoid injustice to a defendant or third party: *Dupont* at para 10. I agree with and adopt this sensible framework for applying r. 29.09: *Dupont* at paras 8-16.

[24] In applying r. 29.09 to the circumstances of this case, I am guided by r. 1.04(1), r. 5.03(1), and r. 5.05 that provide as follows:

General Principle

1.04 (1) These rules shall be liberally construed to secure the just, most expeditious and least expensive determination of every civil proceeding on its merit.

...

General Rule

5.03 (1) Every person whose presence is necessary to enable the court to adjudicate effectively and completely on the issues in a proceeding shall be joined as a party to the proceeding

...

Relief against Joinder

5.05 Where it appears that the joinder of multiple claims or parties in the same proceeding may unduly complicate or delay the hearing or cause undue prejudice to a party, the court may,

- (a) order separate hearings;

- (b) require one or more of the claims to be asserted, if at all, in another proceeding;
- (c) order that a party be compensated by costs for having to attend, or be relieved from attending, any part of a hearing in which the party has no interest;
- (d) stay the proceeding against a defendant or respondent, pending the hearing of the proceeding against another defendant or respondent, on condition that the party against whom the proceeding is stayed is bound by the findings made at the hearing against the other defendant or respondent; or
- (e) make such other order as is just.

[25] In addition, I am mindful of the importance of avoiding a multiplicity of legal proceedings, as enshrined in s. 138 of the *Courts of Justice Act*, RSO 1990, c. C.43, as follows:

Multiplicity of proceedings

138 As far as possible, multiplicity of legal proceedings shall be avoided.

Analysis

[26] The main action seeks damages for the breach of loan contracts. Although the plaintiff intends to move for summary judgment in the main action, the main action could otherwise proceed independently under the simplified procedure given its monetary claim: r. 76.02(1)(2.).

[27] The third-party action raises a series of claims that are wholly unrelated to the main action, except for some possible overlap in relation to Ms. Skowron who allegedly acted without authority to extend the time for Rexig to repay the plaintiff's loan on terms. However, the true extent of any actual overlap between the main and third-party actions due to Ms. Skowron's actions appears unclear given the indoor management rule that entitles a party dealing with a corporation in good faith and without knowledge of any irregularity to assume the corporation complied with internal policies and procedures: s. 19 of the *Business Corporations Act*, RSO 1990, c. B.16; *Froom v. Lafontaine*, 2023 ONCA 519 at para 46. The third-party action seeks damages including any sum for which the defendants are found liable in the main action plus a further unspecified amount to be determined at trial that remains unparticularized at this time.

[28] It is quite obvious that the main action already has been delayed and will continue to be delayed in discoveries while it remains tied to the third-party action and any cross or counter-claims arising therein. The main action has not progressed to discoveries as the third-party action

is stalled at the pleadings stage. The third parties have not defended the third-party action and the defendants have not pursued default proceedings, with the result being that the pleadings in the third-party action have not yet closed. The defendants gave no timeframe for when the third-party pleadings might close or be addressed, or otherwise suggest when the third-party action would catch up to the main action for common discoveries to be scheduled. The third-party action will likely involve expert forensic accounting evidence to address the misappropriation claims that are wholly unrelated to the plaintiff's claim in the main action while adding complexity and potential further delay to the overall litigation. The plaintiff is entitled to have her claim decided on its merits in the most expeditious fashion: r. 1.04(1). Given this history of this case, I find that the plaintiff has shown the sort of delay to justify the third-party action proceeding separately from the main action. In my view, her entitlement to interest on any judgment would not adequately mitigate any delay-related prejudice she would face in the course of pursuing a determination of her claim if the actions were not severed: *Dupont* at paras 14-16.

[29] On balance, I find that ordering the third-party action to proceed separately from the main action would not work an injustice to the defendants or the third parties. Having reviewed the pleadings in this case, I find no overlapping factual issues or risk of inconsistent findings to favour continuing the main action with the third-party action. The plaintiff's loan agreements with the defendants are of no concern to the third parties. Although the defendants allege in both the statement of defence and the third-party claim that Ms. Skowron dealt with the loan contracts without authorization, it is difficult to see how this could impact the main action given the indoor management rule: *Froom* at paras 46, 48. In my view, the matter of Ms. Skowron's authorization seems confined to the claim against her in the third-party action on the motion materials as filed.

[30] I find that the plaintiff should not have to deal with the defendants' various claims against the third parties that involve alleged unauthorized activities, misappropriations, unjust enrichment, breaches of fiduciary duty, and defamation, all of which are wholly unrelated to her simple loan-related claim that likely would be overshadowed by the significantly more complex third-party claims as pleaded. Although the plaintiff may possibly be a witness in the third-party action, I am not persuaded that any such potential limited involvement on this basis should prevent a severing of the actions to prevent prejudice to the plaintiff from unnecessary delay in the main action.

[31] The third parties all consider the main action to raise separate claims that are unrelated to the third-party action and support a severing of the main and third-party actions so the third-party action may continue with other ongoing litigation in Toronto involving the defendants and some of the third parties.²

[32] I appreciate the importance of avoiding a multiplicity of proceedings: s. 138 of the *Courts of Justice Act*. At the same time, I am mindful of the importance of securing the just, most expeditious, and least expensive determination of every civil proceeding on its merits: r. 1.04(1).

[33] In the particular circumstances of this case, I see no injustice in severing the third-party action from the main action so each action may proceed separately. In my view, this case presents the type of scenario that r. 29.09 is meant to address as the relatively straightforward contract claim in the main action is sufficiently distinct from the far more complex tort claims in the third-party action to make it fair and just to sever the actions. In any event, it is always open for the parties to later move for the actions to be tried together.

Outcome

[34] Based on the foregoing, the motion to sever the main action from the third-party action is granted, and each action may proceed alone subject to further order of the court.

[35] Should any of the defendants or third-parties seek to transfer the third-party action from Walkerton in the Central West Region to the Toronto Region, a motion to transfer the action should be made in writing to the Regional Senior Justice in Toronto (i.e., the court location to which the moving party would seek to have the proceeding transferred) or his designate pursuant to r. 13.1.02 and the procedure for transferring a proceeding from one region to another under the *Consolidated Civil Provincial Practice Direction* as amended on March 17, 2026.

[36] Costs of this motion are reserved to the judge hearing the impending motion for summary judgment in the main action.

Date: May 8, 2026

M.T. Doi J.

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¹ Although the defendants' third-party claim at para 64 makes reference to a "counterclaim", this reference seems to be inadvertent or some sort of typographical error as there is no counterclaim asserted by the defendants in their third party claim or the statement of defence as filed, and their counsel did not allude to any counterclaim in submissions.

² The litigation in Toronto includes a receivership application in *Canadian Imperial Bank of Commerce v. Rexig Realty Investment Group Ltd. et al.* (Court File No. CL-25-00753543-0000) that involves a corporate entity within the Rexig group of companies that is represented by Ms. Hashmi who is counsel for the defendants in this Walkerton action, and further proceedings in *Moscato v. Rexig Realty Investment Group Ltd. et al.*, (Court File No. CV-25-00754145-0000) and *Streker v. Rexig Realty Investment Group Ltd. et al.* (Court File No. CV-25-00754148-0000) in which Mr. Poliszot, Mr. Streker, and Ms. Streker are variously involved as parties. On October 30, 2025, the Real Estate Council of Ontario ("RECO") issued a freeze order over the bank accounts of Rexig Realty Investment Group Ltd., a brokerage for which Mr. Poliszot served as director and president, and issued a proposal to revoke the registration of the brokerage and Mr. Poliszot.