

CITATION: Core Birchcliff Limited Partnership et al. v. Raw Design Inc. et al. 2024 ONSC 6655
COURT FILE NO.: CV-23-00002913-0000
DATE: 20241128

SUPERIOR COURT OF JUSTICE – ONTARIO

RE: CORE BIRCHCLIFF LIMITED PARTNERSHIP, BIRCHCLIFF CORE
HARBOUR INC., MAZENGA BUILDING GROUP LTD., and CORE
DEVELOPMENT GROUP LTD.

Plaintiffs

AND:

RAW DESIGN INC., PIERRE-ALEXANDRE LE LAY and ROLAND ROM
COLTHOFF

Defendants

BEFORE: Firestone RSJ

COUNSEL: *C. Afonso and C. Breukelman*, Plaintiffs

C. Simco and M. Marrie, Defendants

In Writing: Thursday, November 28, 2024

COSTS ENDORSEMENT

[1] By way of endorsement dated November 13, 2024, I granted the defendants' motion for an order transferring this action from Milton (Central West Region) to the Toronto Region. The plaintiffs opposed the motion.

[2] A successful party is entitled to costs in the absence of a very good reason(s) not to award them: *Schreiber v. Mulrone*y, 2007 CanLII 31754 (ON SCO, [2007] O.J. No. 3191 (Sup Ct.) at para. 2.

[3] I have considered the submissions of counsel and the factors enumerated under rule 57 as well as the principle of proportionality.

[4] Further, I have taken into account the principles set forth by the Court of Appeal in *Boucher v. Public Accountants Counsel for the Province of Ontario*, 2004 CanLII 14579 (ON C.A.), (2004), 71 O.R. (3rd) 291 (C.A.), specifically that the overall objective of fixing costs is to fix an amount that is fair and reasonable for the unsuccessful party to pay in the particular circumstances, rather than an amount fixed by actual costs incurred by the successful litigant.

[5] Given the complexity of the matter and the result achieved, I order that the plaintiffs pay to the defendants partial indemnity costs in the all-inclusive amount of \$2,980.00 within 60 days.

Firestone RSJ.

Date: November 28, 2024