IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *GC Capital Inc. v. 1161359 BC Ltd.,* 2025 BCSC 1412

Date: 20250702
Docket: H190537
Registry: Vancouver

Between:

GC Capital Inc. (formerly 1162143 BC Ltd.)

Petitioner

And:

**1161359 BC Ltd., Cameray Garden Holdings Ltd., Helen Chan Sun,
David Grewal (also known as Devinder Singh Grewal),
The Owners, Strata Plan NWS289 (also known as The Owners,
Strata Plan NW289), Richard John Hui, and Tenant(s)/Occupant(s)**

Respondents

Before: The Honourable Justice Tammen

Oral Reasons for Judgment

In Chambers

Counsel for the Petitioner/Respondent:	R.R. Hira, K.C. A.K. Hall
Counsel for the Respondent/Appellant, Helen Chan Sun:	D.P. Lucas
No other appearances	
Place and Date of Hearing:	Vancouver, B.C. June 17, 2025
Place and Date of Judgment:	Vancouver, B.C. July 2, 2025

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[1] **THE COURT:** This is an appeal from an order made by a registrar following a subpoena to debtor examination requiring the appellant, Helen Chan Sun, to pay $300,000 per month commencing February 15, 2025, until the judgment debt is paid in full. The order was made December 30, 2024.

[2] At that time, the amount of the appellant's indebtedness was slightly more than $3 million. The circumstances leading to that indebtedness are fully set out in the reasons of the registrar, indexed at *GC Capital Inc. v. 1161359 BC Ltd.*, 2024 BCSC 2378. The broad backdrop is a failed real estate development in Burnaby, BC, which was initially financed by the judgment creditor GC Capital, in spring 2018. At that time, GC loaned $4.5 million to two companies. The appellant and another individual, Mr. Grewal, guaranteed the mortgage.

[3] The primary documents related to the mortgage financing and the appellant's guarantee were executed in the last week of April 2018 and are referenced at paragraph 9 of the reasons, which reads as follows:

> [9] On April 27, 2018, pursuant to a commitment letter, GC agreed to loan $4,500,000 to the Mortgagors (the "Loan"). In the statutory declaration Ms. Sun provided to GC dated April 29, 2018, Ms. Sun declared that her personal net worth was $94,419,300. On April 30, 2018, the Guarantors executed a guarantee agreement, guaranteeing that they would be liable to GC for the Loan. That same day, Ms. Sun also executed a general security agreement ("GSA") granting GC a security interest in all of her "present and after acquired personal property", which also charged Ms. Sun’s investment property. GC registered the GSA in the Personal Property Registry.

[4] Of note, the declaration sworn by the appellant on April 29, 2018, stated as follows:

> 1) The attached certified copy of the personal net worth statement is true and correct.
>
> 2) This declaration is made for the purpose of inducing the lender to advance money under the loan, and I am aware that in making such advance, the lender will be relying on this declaration.

[5] In June 2019, the mortgagors defaulted on the loan, and GC thereafter commenced foreclosure proceedings. On February 10, 2020, Master Elwood pronounced an order nisi granting judgment in favour of GC against the mortgagors

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and both guarantors in the amount of $5,332,811.87. The per diem interest was slightly more than $3,000.

[6] The key events which next occurred are set out at paragraphs 13 to 16 of the registrar's reasons, which read as follows:

> [13] On June 1, 2020, pursuant to the Elwood Order Nisi, GC registered the Judgment against property owned by Ms. Sun on West 37th Avenue in Vancouver, BC.
>
> [14] On March 11, 2021, GC filed an application seeking various orders against Ms. Sun, including orders for disclosure and an order permitting GC to seize shares of companies of which she was a shareholder, pursuant to the GSA (the "Disclosure Application").
>
> [15] On March 24, 2021, GC and Ms. Sun entered into a settlement agreement, pursuant to which the parties agreed to adjourn generally the Disclosure Application and Ms. Sun agreed to pay GC $5,677,159 in installments between April 1, 2021 and March 31, 2023 (the "Settlement Agreement"). Pursuant to the schedule set out in the Settlement Agreement, Ms. Sun made the following payments: $100,000 on March 31, 2021; $400,000 on July 2, 2021; $750,000 on September 29, 2021; $750,000 on December 17, 2021; and $750,000 on March 30, 2022.
>
> [16] When Ms. Sun did not make the $750,000 payment scheduled for June 30, 2022, GC set the Disclosure Application down for hearing.

[7] There were then various court applications seeking disclosure, related contempt proceedings, and an attempt by GC to schedule an examination in aid of execution. That examination ultimately occurred on November 29, 2023. Two important events which occurred prior to that are set out at paragraphs 24 and 25 of the reasons and read as follows:

> [24] The examination in aid of execution was scheduled for late April 2023, but on April 26, 2023, Ms. Sun paid GC a further $100,000, and that examination was adjourned.
>
> [25] On June 9, 2023, GC again filed a Contempt Application, setting it for hearing on July 5, 2023. The Contempt Application did not proceed on July 5 and was reset for October 5, 2023. On October 5, before Justice Crossin, the parties agreed to adjourn the Contempt Application by consent and Ms. Sun agreed to pay GC $50,000 in costs.

[8] What transpired on April 26, 2023, and October 5, 2023, amply demonstrate that the appellant is able to come up with substantial amounts of money when it suits her and assists her in forestalling court proceedings.

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[9] On February 5, 2024, GC issued the subpoena to debtor. Those proceedings took place over four days from March 27 to November 28, 2024.

[10] In the lead-up to the examination in aid, the appellant disclosed multiple updated personal financial statements. On October 13, 2022, a personal financial statement showed her net worth as slightly more than $33 million. On November 24, 2023, the most recent of the personal financial statements, the appellant's net worth a shown as slightly more than $21 million.

[11] In her testimony before the registrar, the appellant acknowledged the accuracy of the November 2023 financial statement as of that time, but stated she did not know her current personal net worth. Nor was the appellant prepared to give an estimate. The appellant said in essence that most of her net worth is tied up in various closely held companies which themselves own real estate throughout the Lower Mainland earmarked for development of various projects.

[12] In submissions to the registrar, Mr. Hira, counsel for GC, sought a payment order directing monthly payments by the appellant of $300,000. That is the order the registrar made. Counsel for the appellant submitted that the amount ordered to be paid each month should be $3,000 based on what the appellant said was her annual income, approximately $70,000.

[13] I pause to observe the following in respect of the appellant's position: One, the monthly payment amount if credited against the original debt on the terms of the order nisi would be less than the amount by which the debt would increase daily by virtue of the per diem interest figure. Two, even taking interest out of the equation, pursuant to the appellant's proposal, it would take approximately 83 to 84 years to pay off the debt. Pursuant to the terms of the 2021 settlement agreement, which included significant forgiveness of interest, the appellant pledged to extinguish the debt within approximately two years.

[14] Before the registrar, counsel for the appellant submitted that there was no evidence that the appellant had the actual means to make substantial monthly

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payments. Counsel also submitted that the volatility of the real estate market made it difficult for the appellant to liquidate assets to meet the proposed payment schedule. The registrar disagreed and made the order sought by GC.

[15] Ms. Sun now appeals on the following grounds:

> 1) The registrar erred in finding that Ms. Sun has the monthly financial means to pay the debt owing to GC Capital Inc. by way of monthly installment payments of $300,000 commencing February 15, 2025, until the debt is fully paid.
>
> 2) The registrar erred in not considering the liquidity and/or the cash flows from projects that are required for Ms. Sun to make monthly installment payments of $300,000 toward the judgment.

[16] In my view, the appeal is devoid of merit and must be dismissed. There was overwhelming evidence that the appellant has the financial means to satisfy the judgment amount and to do so by making substantial monthly payments. The registrar was entitled to rely, as she did, on the appellant's most recently disclosed personal financial statement in concluding that the appellant's personal net worth exceeded $20 million. That statement was accurate, based on the appellant's own evidence, as of November 2023, four months prior to the commencement of the hearing before the registrar. Thus, there was clear evidence presented by the appellant herself of her ability to pay the outstanding judgment amount.

[17] There was also considerable circumstantial evidence that the appellant could make extremely large payments at regular intervals. At the end of March 2021, the appellant agreed to a payment schedule which required payments that averaged out to $230,000 per month for the first year, $244,000 for the second year. The appellant made the payments for the first year, then ceased making payments altogether. There was absolutely no evidence that the reason the appellant ceased making payments was that she could no longer afford to do so. To the contrary, her evidence was essentially that she chose to discontinue honouring the agreement.

[18] At the conclusion of cross-examination, after she agreed that she had paid over $2 million, the appellant said this:

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Q And that was half of the outstanding judgment; correct?

A I think so. I don't remember the specific numbers, but I think it's a little bit, maybe a little bit more than half.

Q Okay. The reason why you had stopped paying it is because in your view, the other -- the rest of the judgment should be paid by the other guarantor; correct?

A Yes, but not entirely.

[19] Re-examination followed immediately, consisting of a single question and answer as follows:

Q Ms. Sun, you said "not entirely." Could you provide a complete answer as to why you stopped payment?

A Regarding the loan, I have always had a lot of questions and have a lot of doubt towards these questions. Like I said, while they go after me to ask me to make the repayment, I need to understand how they are asking the debtor, the borrower to pay back. Because in the meanwhile, the debtor, the real borrower, is still living in the mansion in Westside driving the latest Mercedes Benz. I think it's an S600. So I want to know as the lender, how are they going after the borrower? I am the guarantor, not to borrower.

[20] That was powerful evidence from the appellant's own mouth that she made a considered decision to stop making payments as required by the agreement. There was also evidence of the appellant's ability in April and October 2023 to come up with large sums of money in order to secure adjournments of court proceedings.

[21] With respect to the second ground of appeal, I am not persuaded that the registrar was required to consider such things as liquidity or cash flows. How Ms. Sun structured her financial affairs to come up with the required payments was of no moment. There was evidence the appellant was the sole shareholder of a company called Landmark Premier Properties Ltd. That company owed the appellant $18 million pursuant to a shareholder loan. Landmark Premier's books show approximately $2.5 million in term deposits. The appellant did not say why that amount would not be readily available to her.

[22] In addition, the voluminous financial documentation filed at the hearing shows various companies, some of which are wholly owned by the appellant, with real

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estate holdings assessed at many millions of dollars. It would thus not seem particularly difficult for the appellant to either sell her interest in one of those properties or to borrow against the equity. Again, those decisions are hers alone to make.

[23] The fundamental point remains: the only reasonable conclusion to be drawn from the totality of the evidence was that the appellant had the financial means to satisfy the debt within the timeframe contemplated by the agreement. She simply chose not to do so. There was also a sound evidentiary basis for the conclusion reached by the registrar that as of November 2024, the appellant remained able to pay the amount owing via substantial monthly payments, but was unwilling to do so. I see no error in the reasoning and conclusions of the registrar.

[24] The appeal is dismissed with costs to the respondent at Scale B in any event of the cause.

“Tammen J.”

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