

**CITATION:** Moranis v. Toronto Real Estate Board, 2025 ONSC 216  
**COURT FILE NO.:** CV-09-00389169-0000  
CV-23-00696671-0000  
**DATE:** 20250110

**ONTARIO SUPERIOR COURT OF JUSTICE**

**RE:** Lawrence Mark Dale, Stephen Moranis, Fraser Beach, and Realtysellers (Ontario) Limited as assignor, Plaintiffs

-and-

The Toronto Real Estate Board, Maureen O’Neill, Tom Lebour, Dorothy Mason, Deborah Abraham, Ron Abraham, Stuart Braund, Larry Cerqua, Paul Etherington, Heather Fuller, Ann Hannah, William Johnston, Garry Lander, Ken McLachlan, Rosalind Menary, Joseph Shum, Richard Silver, John DiMichele, Don Richardson, Phil Soper, David Brown, Wendy Carroll, Keith Tarswell, and Tom Bosley, Defendants

**AND RE:** Stephen Moranis and Realtysellers (Ontario) Limited as assignor, Plaintiffs

-and-

The Toronto Real Estate Board, Maureen O’Neill, Tom Lebour, Dorothy Mason, Deborah Abraham, Ron Abraham, Stuart Braund, Larry Cerqua, Paul Etherington, Heather Fuller, Ann Hannah, William Johnston, Garry Lander, Ken McLachlan, Rosalind Menary, Joseph Shum, Richard Silver, John DiMichele, Don Richardson, Phil Soper, David Brown, Wendy Carroll, Keith Tarswell, and Tom Bosley, Defendants

**BEFORE:** Robert Centa J.

**COUNSEL:** Eli Karp, for the plaintiff Stephen Moranis

Stephen Moranis, self-represented litigant

Kevin Fisher and James Beesley, for the defendant the Toronto Real Estate Board

**HEARD:** December 13, 2024, and written submissions received from Stephen Moranis  
December 27, 2024

**ENDORSEMENT**

[1] The plaintiff, Stephen Moranis, has brought a motion to set aside a settlement dated July 29, 2013, which settled an earlier action involving the Toronto Real Estate Board. Mr.

Moranis has also commenced a new proceeding in which Mr. Moranis explicitly seeks identical relief to that sought in the earlier action.

- [2] The Board moves to dismiss Mr. Moranis’s motion to set aside the settlement and to dismiss the new action as an abuse of process. I agree with the Board and dismiss both Mr. Moranis’s motion and the second action.

1. **The history of the first, second, and third actions**

- [3] On March 19, 2009, Mr. Moranis, Lawrence Dale, and “Realtysellers as assignor” issued a statement of claim naming the Board and others as defendants and seeking \$540 million in damages. The court assigned file number CV-09-374829 to the first action. The statement of claim in the first action was amended on January 8, 2010, February 16, 2010, March 17, 2010, and February 1, 2011.
- [4] On October 16, 2009, Mr. Moranis, Mr. Dale, and “Realtysellers as assignor” commenced a second action naming the Board and others as defendants and seeking \$750 million in damages. The court assigned file number CV-09-389169 to the second action. The statements of claim in the first action and the second action are virtually identical. The parties settled the second action by way of minutes of settlement dated July 29, 2013. The second action was dismissed by way of a consent dismissal order dated August 1, 2013. Mr. Moranis’s moves to set aside the agreement settling the second action. The Board’s evidence is that it has complied with the terms of the minutes of settlement.
- [5] On February 25, 2015, Mr. Moranis assigned his interest in the first action to Mr. Dale.
- [6] The Board and other defendants moved to dismiss the first action for delay. The motion was scheduled to be heard on March 24, 2023.
- [7] On March 23, 2023, Mr. Karp, as counsel for Mr. Moranis, sent a notice of motion to the Board for this motion to set aside the agreement to settle the second action. The motion was brought on behalf of Mr. Moranis and Realtysellers only and not on behalf of all the plaintiffs in the second action.
- [8] Also on March 23, 2023, Mr. Karp, as counsel for Mr. Moranis, issued a statement of claim bearing court file number CV-23-00696671-0000. This third claim lists the plaintiffs as Mr. Moranis and “Realtysellers as assignor” and names the same defendants as in the second action. Notably, the third claim seeks “the same set of reliefs sought in” the second action (which itself is virtually identical to the first action).
- [9] On March 24, 2023, the Board’s motion to have the first action dismissed for delay proceeded before Cavanagh J. Mr. Moranis appeared on his own behalf and sought to have the motion dismissed, although he did not file any materials on the motion. Mr. Moranis also requested an adjournment of the motion on behalf of Mr. Dale. Justice Cavanagh denied the adjournment request and, on June 21, 2023, dismissed the action for delay: *Dale v. The Toronto Real Estate Board et al.*, 2023 ONSC 3738. Justice Cavanagh observed as follows:

[39] From the outset, Realtysellers was named as a plaintiff in the capacity as assignor, and had no beneficial interest in the claims made in the action. Mr. Moranis assigned his interest in the action to Mr. Dale in February 2015 and, from this time forward, Mr. Moranis did not have a beneficial interest in the claims made in the action. He is named in the title of proceedings (amended by the Order to Continue) as an assignor. Although since at least November 2020, Mr. Moranis has indicated an intention to set aside the assignment and seek to reinstate his status as a plaintiff with a beneficial interest in the action, he has not brought a motion for this relief. Mr. Dale is the plaintiff who has a beneficial interest in these claims.

[40] Mr. Moranis appeared at the hearing of these motions to oppose them. He submits that the claims in the action are serious and raise issues of public importance that deserve to be adjudicated on the merits. Mr. Moranis says that similar claims have been made in other litigation in the Federal Court of Canada and that the outcome in that litigation will affect the claims made in this action. Mr. Moranis submits that if the action were to be dismissed, he should not be liable for costs.

[41] Because Mr. Moranis assigned his interest in the claims made in this action for Mr. Dale, I do not consider Mr. Moranis to be a party with status to oppose the motions. In any event, Mr. Moranis did not file affidavit evidence in response to this motion and he did not explain the reasons for the delay of this action caused by inactivity during the time that Mr. Dale has been the only plaintiff with a beneficial interest in the claims. I will take Mr. Moranis' status into account, if necessary, with respect to costs.

[10] On October 20, 2023, the Board first learned of the existence of the third claim.

## 2. **The November 1, 2023, case conference to schedule these motions**

[11] On November 1, 2023, Glustein J. presided over a case conference to discuss Mr. Moranis's motion to set aside the settlement of the second action. Counsel for Mr. Moranis and the Board attended the case conference.

[12] At the case conference, counsel for the Board objected to scheduling Mr. Moranis's motion for a variety of reasons. Justice Glustein determined that the Board's objections should be determined before Mr. Moranis scheduling Mr. Moranis's proposed motion to set aside the settlement. Justice Glustein set the following timetable for the Board's motions to (a) dismiss Mr. Moranis's motion to set aside the settlement and (b) to dismiss the third claim:

- a. The Board to deliver its motion record on or before February 29, 2024;

- b. Mr. Moranis to deliver his responding motion record on or before April 30, 2024;
  - c. The Board to deliver its reply record on or before May 24, 2024;
  - d. Cross-examinations, if any, to be completed by July 31, 2024;
  - e. The Board to deliver its factum on or before October 18, 2024;
  - f. Mr. Moranis to deliver his factum on or before November 15, 2024.
- [13] Justice Glustein scheduled the Board's motions to be heard on Friday, December 13, 2024, and agreed to remain seized of any scheduling issues in the motion.

**3. The December 9, 2024, case conference**

- [14] I was assigned to hear the motion on December 13, 2024. I reviewed the motion confirmation forms and could not determine if the matter was to proceed as scheduled. Moreover, I could not locate on Case Center any materials filed by Mr. Moranis.
- [15] I convened a case conference with counsel on Monday, December 9, 2024. Mr. Karp attended for Mr. Moranis and Mr. Fisher attended for the Board. Mr. Karp candidly admitted that Mr. Moranis had not delivered a responding motion record or a factum as directed by Glustein J. in November 2023. Mr. Karp advised that he did not anticipate making submissions on December 13, 2024.

**4. The motion on December 13, 2024**

- [16] On December 13, 2024, the motion proceeded on Zoom. Mr. Karp, Mr. Moranis, and counsel for the Board were present. Mr. Karp requested an order permitting him to get off the record due to a breakdown in the solicitor-client relationship. Mr. Moranis did not oppose this request. I issued an order removing Mr. Karp as the lawyer of record for Mr. Moranis.
- [17] Mr. Moranis then requested an adjournment of the hearing in order to deliver materials. He provided no documents in support of his request. He had no credible explanation for why he had missed the deadline to file his material by seven months, failed to request a further case conference with Glustein J., or even advised counsel for the Board that he needed an extension of time to deliver his materials. Counsel for the Board advised that this approach was typical of Mr. Moranis's approach to litigation.
- [18] Mr. Moranis breached the court order of Glustein J. by failing to deliver his responding motion record on April 30, 2024, and his factum on or before November 15, 2024. Mr. Moranis had not previously requested an extension of time to deliver these materials or offered any explanation to the Board for failing to comply with the timetable. At the case conference on December 9, 2024, Mr. Karp did not indicate that there would be a request for an adjournment.

- [19] Court ordered timetables are not suggestions. They are orders of the court to be followed. If a party anticipates that they will not be able to meet a timetable, they should immediately raise the issue with the opposing party and seek a brief indulgence or a consent adjustment to the timetable. Where, as here, a judge of the Superior Court has indicated that the judge will remain available to assist with scheduling matters, the party seeking the indulgence must seek a case conference with that judge if the parties cannot agree on an adjustment to the timetable that does not jeopardize the hearing date. What a party must not do is miss a court ordered deadline by seven months and then show up the day of the motion and ask for an adjournment. This is precisely the culture of complacency that can no longer be tolerated. A party who misses a court ordered deadline should not expect a second chance to deliver materials or a factum except in the most unusual circumstances.
- [20] Mr. Moranis's conduct was entirely unacceptable and imposed real burdens and costs on the justice system and the Board. I dismissed his request for an adjournment.
- [21] I advised Mr. Moranis that I had reviewed the statement of claim in the second action and his motion to set aside the order and settlement of the first action. I told him that, in my view, both the action and the motion appear to be frivolous, vexatious, and an abuse of the court's process within the meaning of Rule 2.1 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg 194. I gave Mr. Moranis the opportunity to deliver written submissions to address the court's concerns on or before noon on December 27, 2024.
- [22] I have now reviewed Mr. Moranis's submissions. I agree with Mr. Moranis that if I only review the text of the statement of claim in the second action standing alone, it does not meet the very high standard for dismissal under rule R.1.<sup>1</sup> Similarly, the notice of motion to set aside the settlement, standing alone, is not obviously frivolous and vexatious. The frivolousness, vexatiousness, and abusive nature of Mr. Moranis's litigation is only revealed when it is considered in light of the material delivered by the Board.
- [23] Mr. Moranis has satisfied me that the third action and his motion to set aside the settlement of the second action should not be dismissed under Rule 2.1. This determination, however, does not mean that Mr. Moranis is entitled to an adjournment or to file materials in opposition to the Board's motion. It means only that I will now consider the Board's motions on their merits based on the materials filed on the motion.

## 5. **The Board is entitled to the relief sought**

- [24] Based on the evidence and submissions filed on this motion, I am satisfied that the Board is entitled to the relief sought. I see no basis to set aside the settlement or the consent order that dismissed the first action.

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<sup>1</sup> *Gao v. Ontario (Workplace Safety and Insurance Board)*, 2014 ONSC 6100; *Scaduto v. Law Society of Upper Canada*, 2015 ONCA 733; *Van Sluytman v Orillia Soldiers' Memorial Hospital*, 2017 ONSC 692, at para. 11.

[25] In addition, even if I considered Mr. Moranis's submissions in response to my inquiries regarding Rule 2.1, they would not affect this result. His submissions do not persuade me that that the Board should not receive the relief it seeks on this motion.

**A. *The motion to set aside the settlement agreement in the second action is dismissed***

[26] I dismiss Mr. Moranis's motion to set aside the 11-year-old settlement agreement in the second action for four reasons.

[27] First, Mr. Moranis filed no evidence on this motion to provide any basis to set aside the settlement agreement, much less the order dismissing the second action. The only evidence on the motion comes from the Board, which states that it has complied with the terms of the settlement agreement. Given the strong interests in the finality of settlements, I see no injustice arising from the enforcement of the settlement or the order dismissing the second action.<sup>2</sup>

[28] Second, I see no basis in the record to set aside a settlement agreement where only some of the beneficiaries of the settlement seek to set aside an agreement involving many parties.

[29] Third, given the overlapping claims in the first and second action, Mr. Moranis's motion is a transparent attempt to re-litigate the issues in the first action (which was dismissed) and in the second action (which was settled).

[30] Fourth, Cavanagh J. found that Mr. Moranis assigned his interest in the subject matter of the first action to Mr. Dale. Given the overlap between the first action and the second action, I do not think that Mr. Moranis has standing to set aside a settlement agreement related to claims that he has assigned.

**B. *The third action is dismissed as an abuse of process***

[31] I also dismiss the third action, court file number CV-23-00696671-0000, as an abuse of process pursuant to rule 21.01(3)(d).

[32] The Court of Appeal for Ontario described the abuse of process doctrine this way:

Abuse of process is a broad, flexible doctrine. It serves as an adaptable judicial tool to address circumstances that threaten the fairness and integrity of the court's process and the administration of justice. It is not restricted to preventing the re-litigation of issues or addressing issues that could have been raised in previous proceedings. Rather, it becomes engaged "to prevent the misuse of [the court's] procedure, in a way that would be manifestly unfair to

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<sup>2</sup> *Srebot v. Srebot Farms Ltd.*, 2013 ONCA 84, at para. 10; *Mehedi v. Tamlin*, 2024 ONSC 4420, at para. 23 to 25; *Deschenes v. Lalonde*, 2020 ONCA 304, at para. 27.

a party to the litigation before it or would in some other way bring the administration of justice into disrepute.”<sup>3</sup>

- [33] The statement of claim in the third action was issued on March 23, 2023. The third claim lists the plaintiffs as Mr. Moranis and “Realtysellers as assignor.” The third claim seeks “the same set of reliefs sought in” the second action (which itself is virtually identical to the first action).
- [34] The third action is a misuse of the court’s procedure and allowing it to continue would bring the administration of justice into disrepute. The third action obviously seeks to re-litigate issues that were raised in the prior actions. I dismiss the third action as an abuse of process.

**6. Costs**

- [35] If the parties are not able to resolve costs of these motions, the Board may email its costs submission of no more than three double-spaced pages to my judicial assistant on or before January 17, 2025. Mr. Moranis may deliver his responding submission of no more than three double-spaced pages on or before January 24, 2025. No reply submissions are to be delivered without leave.

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Robert Centa J.

Date: January 10, 2024

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<sup>3</sup> *La Française IC 2 v. Wires*, 2024 ONCA 171, at para 8, citing: *Behn v. Moulton Contracting Ltd.*, 2013 SCC 26, [2013] 2 S.C.R. 227, at paras. 39-41, citing *Canam Enterprises Inc. v. Coles* (2000), 51 O.R. (3d) 481 (Ont. C.A.), at para. 55, per Goudge J.A. (dissenting), rev’d 2002 SCC 63, [2002] 3 S.C.R. 307; *Law Society of Saskatchewan v. Abrametz*, 2022 SCC 29, 470 D.L.R. (4th), at paras. 34-35.