

CITATION: *Home Trust Company v. Campbell et al.*, 2025 ONSC 925
COURT FILE NO.: CV-23-92137
DATE: 2025-02-10

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: Home Trust Company, Plaintiff

AND

Adrian Campbell and Louise Miner,
Defendants

BEFORE: The Honourable Mr. Justice Marc Smith

COUNSEL: James Riewald, Counsel for the Plaintiff
Self-represented Defendants

HEARD: February 4, 2025

REASONS FOR DECISION

M. SMITH J

OVERVIEW

[1] The Plaintiff, Home Trust Company, brings a motion for summary judgment pursuant to the Simplified Procedure. The Plaintiff seeks the following: (a) payment by the Defendants in the amount of \$57,599.43, together with interest at the rate of 12.99%; (b) possession of the property municipally known as 2121 Valin Street in the City of Ottawa (the “Property”); (c) leave to issue a Writ of Possession in respect of the Property; (d) post-judgment interest; (e) dismissal of the Counterclaim; and (f) costs.

[2] The Defendants oppose the motion. The Defendants are the registered owners of the Property. Ms. Louise Miner attended the hearing.

[3] For reasons that follow, the Plaintiff’s motion is granted.

Brief facts

[4] The Defendants are indebted to the Plaintiff pursuant to a Home Trust Equityline Visa Card (“Visa”) issued by the Plaintiff with a credit limit of \$52,000. Interest on principal is payable at the rate of 12.99%.

[5] All obligations under the Visa are secured by a Charge dated October 20, 2014, which provides that upon default, the Plaintiff shall be entitled to possession of the property.

[6] Default occurred in or around February 6, 2023, and continues to this day. On February 24, 2023, the Plaintiff issued a Notice of Sale under Charge.

[7] On May 16, 2023, a Notice Demanding Possession was served on the Defendants.

[8] The Defendants have not paid the outstanding amount due to the Plaintiff and remain in possession of the Property.

Legal principles

[9] Rule 20 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194 (the “Rules”), governs summary judgment motions.

[10] Rule 60.10 governs the issuance of a Writ of Possession.

[11] The seminal case for summary judgment motions is *Hryniak v. Mauldin*, 2014 SCC 7. At paragraph 49 of this decision, the Supreme Court of Canada establishes that there will be no genuine issue for trial when: “The judge is able to reach a fair and just determination on the merits of the motion for summary judgment. This will be the case when the process (1) allows the judge to make the necessary findings of fact, (2) allows the judge to apply the law to the facts, and (3) is a proportionate, more expeditious and less expensive means to achieve a just result.”

[12] A responding party to a motion for summary judgment cannot rest on the mere allegations in the party’s pleadings but must set out in affidavit material or other evidence setting out that there is a genuine issue for trial. In other words, the responding party must “lead trump or risk losing.”: *2624221 Ontario Inc. v. Matsvayi*, 2024 ONSC 4167, at paras. 86-87.

Analysis

[13] This case is simple and straightforward.

[14] On September 11, 2014, the Defendants obtained from the Plaintiff a Visa with a credit limit of \$52,000, at an interest rate of 12.99%. The Defendants signed an agreement with the Plaintiff, and they agreed that this credit line was secured by their Property.

[15] On September 15, 2014, the Defendants signed a Home Trust Equityline Visa Card Acknowledgment which sets out that the Defendants understand the nature of the transaction and they had an opportunity to obtain independent legal advice.

[16] On October 20, 2014, a Charge was registered on title of the Property. The Charge provides that upon default of any secured indebtedness, the Plaintiff is entitled to possession of the Property.

[17] On February 7, 2023, the Defendants received a letter from the Plaintiff advising that they are in default for payment.

[18] On February 24, 2023, a Notice of Sale Under Charge was served upon the Defendants.

[19] On May 16, 2023, a Notice Demanding Possession of the Property was served upon the Defendants.

[20] As of December 19, 2023, the sum of \$57,599.43 is due and owing under the Visa. There is no evidence before me that the Defendants have paid any of the sums that are due under the terms of the Visa.

[21] The Defendants did not file any affidavit evidence in response to the Plaintiff's motion for summary judgment.

[22] During the motion, Ms. Miner filed the following documents, all of which were entered as a lettered exhibit to the motion:

- i. Securitization Research Report with CUSIP research.
- ii. Bill of Lading.

- iii. Letter to the Superior Court of Justice enclosing a Settlement Bond.
- iv. Unsigned Request to pay money into or out of Court.
- v. Bill of Exchange for \$2,900,000, payable to Noella L.
- vi. Allonge stating that \$2,400,000 is payable to Louise Miner and Adrian Barry Campbell and the remaining \$500,000 payable to the Accountant of the Superior Court.
- vii. Financing Change Statement.
- viii. Statement of Birth for Louise Miner.
- ix. Loan Securitization Audit Report.
- x. Affidavit of Bert Falls, Mortgage Fraud Examiner.
- xi. Noella L. Trust, the authorized representative being Louise Miner.
- xii. Commercial Security Agreement – Transfer of Title and Rights.

[23] None of these documents had any relevance to the issues in this motion. Despite that there were some documents referencing that the Defendants had paid an amount to the Accountant of the Superior Court, there is no evidence that such a payment has ever been made.

[24] The Statement of Defence filed by the Defendants is a blanket denial comprising of three paragraphs. There is nothing in the Statement of Defence that assists the Defendants in denying the Plaintiff's claim for summary judgment.

[25] Ms. Milner's arguments during the motion were illogical and incomprehensible. On several occasions, she indicated that there are multiple trusts attached to this case and she requested that I act as Chancellor of all these trusts.

[26] I am not persuaded by the Defendants' submissions, or the documents relied upon. The Defendants have failed to provide evidence of specific facts showing that there is a genuine issue for trial.

[27] I find that the Plaintiff has proven its claim. The Defendants are clearly in default, and they are indebted to the Plaintiff in the amount set out above. There are no facts in dispute that are relevant to the merits of the Plaintiff's claim.

[28] I am satisfied that there is no genuine issue for trial with respect to the Plaintiff's claims against the Defendants. The Plaintiff is entitled to judgment for the amounts owed to them pursuant to the terms of the Visa.

[29] I am also satisfied that the Plaintiff meets the requirements of r. 60.10 of the *Rules*. Notice of this proceeding was duly provided and the Defendants received sufficient notice to have them apply to the court for relief. Therefore, leave to issue a Writ of Possession in respect of the Property is granted.

[30] In terms of the Counterclaim, the Defendants seek from the Plaintiff the sum of \$48,974.71. Without any particulars or supporting evidence, the Defendants claim that the Plaintiff "failed to complete their performance when the initial promissory note was signed." The Defendants do not provide actual evidence of the Plaintiff's failure to perform its contractual obligations and/or promises. The Counterclaim is unintelligible, incoherent, disjointed, and incapable of success. It is frivolous and vexatious. As such, it must be dismissed.

[31] Regarding costs, the Plaintiff seeks the all-inclusive sum of \$23,475.31, representing full indemnity costs. Costs are at the discretion of the court. The Standard Charge Terms referenced in the Charge provides that the Defendants agreed to pay the Plaintiff's legal costs incurred in connection with the Charge, which would include the enforcement of same. There is no doubt that because of the Defendants' failure to comply with the terms of the Visa, the Plaintiff was forced to incur legal costs. The Defendants were misguided in disputing this motion, and they should have made attempts to resolve the matter with the Plaintiff. The Defendants' conduct warrants an elevated costs award. I find that a reasonable and proportionate amount of costs is \$20,000, all-inclusive.

Disposition

[32] For these reasons, I make the following orders:

- i. The Defendants shall pay to the Plaintiff the sum of \$57,599.43, together with interest thereon at the rate of 12.99% per annum from December 19, 2023 to the date of payment.
- ii. The Defendants shall deliver possession of the Property.
- iii. Leave to issue a Writ of Possession in respect of the Property is granted.
- iv. The Counterclaim of the Defendants is dismissed.
- v. Costs are fixed at \$20,000 payable by the Defendants to the Plaintiff, forthwith.

[33] Judgment to issue as per the draft Judgment signed.

M. Smith J

Released: February 10, 2025

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BETWEEN:

Home Trust Company

Plaintiff

– and –

Adrian Campbell and Louise Miner

Defendants

REASONS FOR DECISION

M. Smith J

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