

CITATION: Royal Bank v. Dunn, 2025 ONSC 1186

COURT FILE NO.: CV-23-00692783-0000

DATE: 20250221

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: ROYAL BANK OF CANADA, Plaintiff

– and –

MICHAEL GIFFORD DUNN, BROOKE JACKLYN SILVERSIDES AND
BROOKE JACKLYN SILVERSIDES CARRYING ON BUSINESS AS
SILVERSIDES COMMUNICATIONS, Defendants

BEFORE: E.M. Morgan J.

COUNSEL: *Jeffrey Kukla*, for the Plaintiff

Michael Dunn, on his own behalf

HEARD: February 21, 2025

ENDORSEMENT

[1] The Plaintiff is a lender and creditor, the Defendants are borrowers and debtors. The Defendants are in default under a series of loans.

[2] The Plaintiff moves for summary judgment on the various debts and enforcement of a mortgage. Those debts and mortgage, with the remedies sought thereon, are detailed in Schedule ‘A’ to this endorsement.

[3] The Defendant, Michael Dunn, has appeared on his own behalf and filed an affidavit in response to the motion. He does not deny the loans or the debt. Rather, he indicates that he is not in a financial position right now to pay the amounts owing and needs more time. He also indicates that he has made good faith efforts to resolve the matter with the Plaintiff and to perhaps renegotiate the terms of the loans, but to no avail.

[4] I sympathize with Mr. Dunn. He has already paid off a substantial amount of the debt he owed the Plaintiff by selling his condominium and applying the proceeds to pay off a mortgage and to partly pay down a line of credit. With all of that, however, he remains in a difficult financial position.

[5] The loans are due and payable and the debts are owing. The Plaintiff has put into the record the necessary supporting documentation. From a legal point of view, there does not appear to be

any viable defense to the Plaintiff's claim and little that the court can do for Mr. Dunn and the other Defendants.

[6] Rule 20 of the *Rules of Civil Procedure* provides for summary judgment where there is no genuine issue requiring a trial. It is the civil litigation system's primary means of avoiding protracted and expensive litigation when there is no contentious issue of fact that needs to be determined by hearing witness testimony: *Irving Ungerman Ltd. v. Galanis*, [1991] O.J. No. 1478 at paras. 19-20 (CA). Consistent with the principle of proportionality in Rule 1.04(1.1), matters need not proceed to trial unless it is genuinely required: *Cuthbert v. TD Canada Trust*, [2010] O.J. No. 630, at para. 10 (SCJ).

[7] The Supreme Court of Canada has instructed that the summary judgment rule is to be liberally construed to secure the most expeditious and least expensive determination of the civil proceeding on its merits: *Hryniak v. Mauldin*, [2014] 1 S.C.R., at para. 5.

[8] Although sending this claim to trial as Mr. Dunn requests would potentially buy more time for the Defendants, it would be contrary to the Supreme Court's guidance and a diversion of court time and resources. It is incumbent on me to take the most efficient route to judgment and to ensure that the Plaintiff's rights, as well as those of the Defendants, are fully respected.

[9] The fact is that there is no need for a full trial of the issues. The Plaintiff will have judgment on the debts as claimed.

[10] The documentation in the record provides that the Plaintiff is entitled to substantial indemnity costs in respect of its enforcement of these loans. Counsel for the Plaintiff has submitted a Bill of Costs setting out a costs claim of \$14,774.88, including all fees, disbursements, and HST.

[11] Under the circumstances, that amount is not unreasonable given the legal effort that the Plaintiff was required to invest in order to enforce its rights under the loan documentation.

[12] There will be a Judgment to go as submitted by Plaintiff's counsel and amended by me.

Date: February 21, 2025

Morgan J.

SCHEDULE 'A'**Royal Credit Line #95416038-001**

Payment by the Defendant, Michael Gifford Dunn, of the sum of \$6,027.98, together with interest from September 21, 2023 at the rate of 6.950% per annum from January 28, 2025 to the date of payment

Royal Credit Line #32683725-001

Payment by the Defendant, Michael Gifford Dunn, of the sum of \$77,369.69, together with interest from September 21, 2023 at the rate of 8.440% per annum to the date of payment

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Royal Credit Line #32827900-001

Payment by the Defendant, Brooke Jacklyn Silversides, of the sum of \$22,596.89, together with interest from September 21, 2023 at the rate of 11.440% per annum to the date of payment

Overdraft #001315061726

Payment by the Defendants, Michael Gifford Dunn and Brooke Jacklyn Silversides, of the sum of \$6,182.27, together with interest from September 21, 2023 at the rate of 22.000% per annum from September 21, 2023 to the date of payment

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Visa Credit Card, No. 4514-xxxx-xxxx-4778

Payment by the Defendants, Michael Gifford Dunn and Brooke Jacklyn Silversides, of the sum of \$26,195.31, together with interest from September 21, 2023 at the rate of 24.990% per annum

Visa Credit Card, No. xxxx-xxxx-002781175

Payment by the Defendant, Michael Gifford Dunn, of the sum of \$18,493.17, together with interest from September 21, 2023 at the rate of 24.990% per annum to the date of payment

Credit Card, No. xxxx-xxxx-000582769

Payment by the Defendants, Brooke Jacklyn Silversides and Brooke Jacklyn Silversides carrying on business as Silversides Communications, of the sum of \$25,320.91, together with interest from September 21, 2023 at the rate of 19.990% per annum to the date of payment