



ONTARIO SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

**COUNSEL/ENDORSEMENT SLIP**

COURT FILE NO.: CV-25-00747532-00CL

DATE: August 27, 2025

NO. ON LIST: 5

TITLE OF PROCEEDING: Laurentian Bank of Canada v. 9089802 Canada Corp.

BEFORE: JUSTICE P. CAVANAGH

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party:**

Name of Person Appearing	Name of Party	Contact Info
George Benchetrit	Laurentian Bank	george@chaitons.com

**For Defendant, Respondent, Responding Party:**

Name of Person Appearing	Name of Party	Contact Info
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Wojtek Jaskiewicz	Luloo Homes	wjaskiewicz@weirfoulds.com

**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info
Virginie Gauthier	Proposed Receiver KSV	virginie.gauthier@gowlingwlg.com
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**ENDORSEMENT OF JUSTICE CAVANAGH:**

**Introduction**

- [1] Laurentian Bank of Canada ("Laurentian") brings this application for an order appointing KSV Restructuring Inc. ("KSV") as receiver and manager (in such capacities, the "Receiver") over all the assets, undertakings and properties of the Respondents. At this time, the Bank seeks the appointment of the Receiver over the contemplated development of 49 townhomes (the "Development Project") on the real property known municipally as 40A, 40B and 60 Harris Avenue, Richmond Hill, Ontario (the "Real Property") and assets related thereto, in accordance with the draft order submitted to the Court, and an adjournment of the potential appointment of the Receiver over the Respondents' other assets to a date to be fixed by the Court at a case conference to be scheduled on not less than 7 days' notice by the Applicant to the Respondents.
- [2] 9089802 Canada Corp. ("908") is a corporation governed by the *Canada Business Corporations Act* and having its registered office in Markham, Ontario. Sahar Ameri, Ahmad Reza Rouhani, Hadi Makaremi, Parisima Fotouhi, Abbas Aameri and Bahar Aameri are the directors of 908.
- [3] The Real Property is a 2.55-acre site with approximately 290 feet of frontage on Harris Avenue and approximately 380 feet deep in Richmond Hill, Ontario, contemplated to be improved through the Development Project..
- [4] 908 holds title to the Real Property as bare trustee and nominee for the benefit of the other Respondents. Although the Real Property was acquired by the Respondents in 2014 and 2015, no construction activity has taken place there.
- [5] Pursuant to a commitment letter dated March 10, 2021 (the "Bank Commitment Letter"), as amended from time to time, Laurentian extended to the Respondents: (i) a term facility (the "Term Facility") in the maximum amount of \$13,863,000; and (ii) a letter of credit/letters of guarantee facility (the "Letter Facility", and together with the Term Facility, the "Credit Facilities") in the maximum amount of \$3,900,000.
- [6] As security for the Credit Facilities, Laurentian was granted, among other things, the following (collectively, the "Security"):
- a. a charge/mortgage in the principal amount of \$25,400,000 granted by the Respondents and registered on title to the Real Property on April 28, 2021 (the "LBC Mortgage");
  - b. an Assignment of Rents granted by the Respondents and registered on title to the Real Property on April 28, 2021;
  - c. a General Security Agreement dated April 28, 2021 granted by 863, Sepitman, 240 and Luloo (the "GSA"); and

d. a Specific Security Agreement dated April 28, 2021 granted by the Respondents.

[7] The standard charge terms associated with the LBC Mortgage and the GSA provide that failure by the Respondents to pay any principal, interest or other amount when due constitutes an event of default whereby Laurentian is entitled to, among other things, the appointment of a receiver over the Real Property.

[8] The LBC Mortgage matured on August 1, 2024. The LBC Mortgage was not repaid upon maturity.

[9] The Respondents have not made any payments under the Credit Facilities since May 2, 2025.

[10] As of July 15, 2025, the amount outstanding under the Credit Facilities was in excess of \$16 million, plus interest and costs which continue to accrue.

[11] By letters dated June 6, 2025, Laurentian demanded payment of the Credit Facilities from the Respondents and the Guarantors and sent notice of its intention to enforce its security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") (the "BIA Notice") to the Respondents.

[12] 908 relies on evidence that it has received secured loan commitments for new financing from KingSett Capital and Sharno Developments Inc. 908 intends to use the funds from the new financing to pay Laurentian, exit the current financing structure, and move forward with the new lending partners.

## Analysis

[13] Pursuant to section 243 of the *BIA* the Court has the power to appoint a receiver where it is "just or convenient" to do so.

[14] In determining whether it is just or convenient, the Court must have regard to all of the circumstances, including the nature of the property and the rights and interests of all parties in relation to the property. See *Bank of Nova Scotia v. Freure Village of Clair Creek*, 1996 CanLII 8258, at para. 10.

[15] The fact that the applicant has a right under its security to appoint a receiver is an important factor to be considered. While the appointment of a receiver is generally regarded as an extraordinary equitable remedy, courts do not regard the nature of the remedy as extraordinary or equitable where the relevant security documents permit the appointment of a receiver. This is because the applicant is merely seeking to enforce the term of an agreement that was assented to by both parties. See *Elleway Acquisitions Limited v. The Cruise Professionals Limited*, 2013 ONSC 6866 (CanLII), at para. 27.

[16] The Respondents submit that it is expected that the respective commitments from KingSett and Sharno will close within approximately 60 days. The Respondents are actively working to meet this deadline, and they submit that there is no reason to believe that the financings will not close and provide sufficient capital to pay the indebtedness owed to Laurentian. The Respondents submit that if the financing does not materialize, Laurentian is able to return to court to seek a receivership order. The Respondents submit that in these circumstances, it is not just or convenient for a receiver to be appointed.

[17] The KingSett commitment letter is dated January 14, 2025. Kingsett has confirmed that it is extended until October 15, 2025, provided that “funding of the loan will require internal Credit Committee approval, based on in part, the new capital stack and revised budget, an updated risk analysis as well as our satisfactory review that all original pre-funding conditions have been satisfied”.

[18] The KingSett commitment letter provides that the obligation to make available the initial advance is subject to pre-funding conditions which shall be satisfied or waived by KingSett in its sole and absolute discretion. There are 42 listed conditions which include receipt of an appraisal reporting an “as is” minimum value of a specified amount, environmental site assessments, a geotechnical soil report, the execution of fixed-price contracts for a minimum of 70% of the proved budget hard costs, and receipt of binding agreements evidencing not less than 41 qualified presales generating total gross sale proceeds of a specified amount.

[19] The Sharno commitment letter is dated August 5, 2025 and it also includes a number of funding conditions including execution of fixed-price contracts for a minimum of 85% of hard costs, a satisfactory review of financial information provided, confirmation of sales, including that the unit purchase and sale contracts remain firm and binding for all 41 purchasers, and satisfaction with outstanding due diligence documents.

[20] The Respondents rely on an email from the mortgage broker dated August 27, 2025 reporting on his discussion with KingSett about the status of the conditions. This is not evidence of the truth of its contents and, in any event, the author of this document reports that key conditions remain to be confirmed.

[21] The Respondents have been in default in repayment of the indebtedness owed to Laurentian since the mortgage matured on August 1, 2024. There has been no payment of interest since May 2, 2025. There is a substantial amount owed to Laurentian and overdue interest continues to accrue.

[22] The evidence before me does not show that the proposed refinancings from two lenders, which are highly conditional, are likely to be completed within 60 days. If the Respondents are able to raise alternative financing to satisfy the indebtedness owed to Laurentian, they may still do so after a receiver is appointed.

[23] When I consider all the circumstances, I am satisfied that it is just and convenient for a receiver to be appointed.

[24] Order to issue in form of Order signed by me today.