

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

BETWEEN

FIERA FP REAL ESTATE FINANCING FUND, L.P.

Applicant

- and -

**CHANCERY (OSHAWA) THE BARTLETT LIMITED PARTNERSHIP and CHANCERY
(OSHAWA) THE BARTLETT GP INC.**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**FACTUM OF THE RECEIVER
(RETURNABLE NOVEMBER 19, 2025)**

November 14, 2025

CASSELS BROCK & BLACKWELL LLP
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance Street
Toronto, ON M5H 0B4

Joseph Bellissimo LSO#: 46555R
Tel: 416.860.6572
jbellissimo@cassels.com

Alec Hoy LSO#: 85489K
Tel: 416.860.2976
ahoy@cassels.com

Lawyers for KSV Restructuring Inc. as Receiver
of Chancery (Oshawa) The Bartlett Limited
Partnership and Chancery (Oshawa) The Barlett
GP Inc.

TO: SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

BETWEEN

FIERA FP REAL ESTATE FINANCING FUND, L.P.

Applicant

- and -

**CHANCERY (OSHAWA) THE BARTLETT LIMITED PARTNERSHIP and CHANCERY
(OSHAWA) THE BARTLETT GP INC.**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

FACTUM OF THE RECEIVER

TABLE OF CONTENTS

	Page No.
PART I - NATURE OF THIS MOTION	1
PART II - SUMMARY OF FACTS.....	1
A. Background.....	1
B. The Residence.....	1
C. The FPPA Prosecution.....	2
D. Approval of the Receiver’s Reports and Fees	3
PART III - STATEMENT OF ISSUES, LAW & AUTHORITIES	3
A. The FPPA Resolution Ought to be Approved	4
B. The Court Should Approve the Reports and the Receiver’s Activities Described Therein	5
C. The Fees and Disbursements of the Receiver and its Counsel Ought to be Approved	6
PART IV - ORDER REQUESTED	7
SCHEDULE “A”	i
SCHEDULE “B”	ii

PART I - NATURE OF THIS MOTION

1. KSV Restructuring Inc. (“**KSV**”), in its capacity as the Receiver (as defined below) brings this motion to this Court for an Order, *inter alia*: (i) approving and authorizing the FPPA Resolution (as defined below); (ii) approving the Reports (as defined below) and the Receiver’s activities described therein; and (iii) approving the fees and disbursements of the Receiver and its counsel.

PART II - SUMMARY OF FACTS

A. Background

2. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) issued on July 20, 2023 (the “**Receivership Order**”), KSV was appointed as the receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and property (the “**Property**”) of Chancery (Oshawa) The Bartlett Limited Partnership (“**Chancery LP**”) and Chancery (Oshawa) The Bartlett GP Inc. (“**Chancery GP**” and with Chancery LP, the “**Partnership**”), including the real property known municipally as 550 Bond Street West, Oshawa, Ontario (the “**Real Property**”).¹

B. The Residence

3. The Partnership operates a near-fully occupied 129-unit senior living residence marketed as “The Bartlett” (the “**Residence**”). The Residence includes approximately 11,000 square feet of retail space.²

¹ *Fiera FP Real Estate Financing Fund, L.P. v Chancery (Oshawa) The Bartlett Limited Partnership and Chancery (Oshawa) The Bartlett GP Inc.*, (July 20 2023), ONSC (Commercial List), Court File No. CV-23-00700694-00CL ([Receivership Order](#)) at para 2 [*Receivership Order*].

² Third Report of the Receiver dated November 12, 2025 at 1.4 [*Third Report*].

4. At the time of the Receiver's appointment pursuant to the Receivership Order, Hillspport Developments Inc. ("**Hillspport**"), one of the limited partners of Chancery LP, managed the Residence pursuant to a management agreement. Effective July 1, 2024, the Receiver retained Brightwater Senior Living Group, LLC ("**Brightwater**") to replace Hillspport as property manager of the Residence.³

C. The FPPA Prosecution

5. On April 14, 2025, Brightwater was advised by the City of Oshawa (the "**City**") that a prosecution action (the "**FPPA Prosecution**") had been commenced in the Durham Provincial Offences Court (the "**Durham Court**") against Chancery GP pursuant to a summons to appear on April 3, 2025 (the "**Summons**"). The FPPA Prosecution relates to a prior non-compliance with an inspection order under the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4 (the "**FPPA**") relating to the fire suppression system in the Residence.⁴

6. Neither the Receiver nor Brightwater were aware of the compliance issues or the Summons.⁵

7. The Receiver contacted the City to inquire into the Summons and FPPA Prosecution and, on April 30, 2025, the City advised the Receiver that, although the non-compliance had already been fully rectified, as a result of the Summons having been issued, the FPPA Prosecution, along with any fines or penalties resulting therefrom, could not be resolved through an out of court settlement and would need to be heard by the Durham Court, the next appearance for which was scheduled for May 8, 2025.⁶

³ Third Report at 2.3 & 2.4.

⁴ Third Report at 5.1.

⁵ Third Report at 5.2.

⁶ Third Report at 5.3.

8. The May 8th hearing date was adjourned on consent, following which the Receiver and the City engaged in discussions which resulted in an agreed upon resolution whereby the Receiver would enter a guilty plea on behalf of Chancery GP in respect of the FPPA Prosecution and pay a fine of \$5,000, exclusive of court-imposed victim fine surcharges and costs (which are understood to be nominal), without any admission as to liability by the Receiver (either in its capacity as Receiver or in its personal capacity) (the “**FPPA Resolution**”).⁷

9. The proposed Order seeks approval of the FPPA Resolution and authorization for the Receiver to implement the FPPA Resolution and perform its obligations thereunder.

D. Approval of the Receiver’s Reports and Fees

10. The proposed Settlement Order seeks approval of the Pre-Filing Report of the Proposed Receiver dated July 13, 2023, the First Report of the Receiver dated November 9, 2023, the Second Report of the Receiver dated March 25, 2025 and the Third Report of the Receiver dated November 12, 2025 (the “**Third Report**” and collectively, the “**Reports**”), and the activities and conduct of the Receiver described therein.

11. The Receiver is also seeking approval of the fees and disbursements of the Receiver and its legal counsel, Cassels Brock & Blackwell LLP, as set out in the Third Report and the Fee Affidavits (as defined below) appended thereto.

PART III - STATEMENT OF ISSUES, LAW & AUTHORITIES

12. The issues to be determined on this motion are whether this Court should:

- (a) approve and authorize the FPPA resolution;

⁷ Third Report at 5.3 & 5.4.

- (b) approve the Reports and the Receiver's activities described therein; and
- (c) approve the fees and disbursements of the Receiver and its counsel.

13. For the reasons that follow, the answer to each of those questions is "yes".

A. The FPPA Resolution Ought to be Approved

14. The proposed FPPA Resolution is the product of good faith negotiations between the Receiver and the City and represents a consensual resolution of the FPPA Prosecution.⁸

15. In determining whether to approve a settlement in the context of a receivership, the court will generally consider:

- (a) whether the settlement is fair and reasonable;
- (b) whether the settlement provides substantial benefits to other stakeholders; and
- (c) whether the settlement is consistent with the purpose and spirit of the relevant legislation.⁹

16. When a receiver wishes to settle a claim for or against the receivership estate, it will be considered to have met its obligations to maximize the value of the rights subject to the settlement where the proposed compromise is commercially reasonable.¹⁰

17. The proposed FPPA Resolution satisfies the criteria enumerated above. The FPPA Resolution contemplates the Receiver paying a \$5,000 fine and any victim fine surcharge and costs that may be imposed by the Durham Court, which the Receiver understands are nominal. The proposed FPPA Resolution will avoid the Receiver from incurring the significantly higher legal costs that would be required to defend the FPPA Prosecution (if any defence exists) and the

⁸ Third Report at 5.4.

⁹ *Ontario Securities Commission v Bridging Finance Inc.*, [2025 ONSC 539](#) at para [13](#).

¹⁰ *IWHL Inc., Re*, [2011 ONSC 5672](#) at para [6](#)

agreed upon fine is far less than what could be imposed if the FPPA Prosecution were successful.¹¹

18. The proposed resolution is a product of good faith negotiations between the Receiver and the City of Oshawa.¹²

19. The Receiver submits that the proposed FPPA Resolution is commercially reasonable and the relief sought in the Order approving, and authorizing the Receiver to implement, the FPPA Resolution ought to be granted.

B. The Court Should Approve the Reports and the Receiver's Activities Described Therein

20. It is common practice for court officers to seek approval of their reports and the activities set out therein.¹³ Court approval, among other things, allows the court officer to bring its activities before the court and presents an opportunity to address concerns of stakeholders, while enabling the court to satisfy itself that the court officer's activities have been conducted in a prudent and diligent matter.¹⁴

21. The activities of the Receiver described in the Reports were all necessary and undertaken in good faith pursuant to the Receiver's duties and powers set out in the Receivership Order and were, in each case, in the best interest of the stakeholders of the Partnership.

22. The Receiver therefore respectfully submits that the Reports, the Receiver's interim statement of receipts and disbursements, and the activities described in the Reports should be approved.

¹¹ Third Report at 5.4 & 5.6.

¹² Third Report at 5.4.

¹³ *Target Canada Co. (Re)*, [2015 ONSC 7574](#) at para 2 [*Target Canada*]; *Triple-I Capital Partners Limited v 12411300 Canada Inc.*, [2023 ONSC 3400](#) at paras 65-66 [*Triple-I Capital*].

¹⁴ *Target Canada* at para 23; *Triple-I Capital* at paras 65-66.

C. The Fees and Disbursements of the Receiver and its Counsel Ought to be Approved

23. The Receiver is seeking approval of the professional fees and disbursements incurred by it and its legal counsel through October 31, 2025, as described in the Affidavit of Mitch Vininsky sworn November 12, 2025, and the Affidavit of Joseph Bellissimo sworn November 12, 2025 (together, the “**Fee Affidavits**”), attached as Appendices “E” and “F” to the Third Report. The Receiver has acted reasonably and prudently and has properly discharged the Receiver’s activities in good faith.

24. The Receivership Order provides that the Receiver and its counsel shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts.¹⁵

25. In determining whether to approve the accounts of a Court-appointed receiver and its counsel, the Court will consider the overall value contributed, taking into account: (i) the nature, extent and value of the assets; (ii) the complications encountered; (iii) the degree of assistance provided by the debtor; (iv) the time spent; (v) the receiver’s knowledge, experience and skill, (vi) the diligence and thoroughness displayed; (vii) the responsibilities assumed; (viii) the results of the receiver’s efforts; and (ix) the cost of comparable services when performed in a prudent and economical manner.¹⁶

26. The fees and disbursements are fair and reasonable and have been properly incurred. The hourly rates charged by the Receiver and its counsel are consistent with comparable firms practicing in the area of insolvency in the Toronto market.¹⁷

¹⁵ [Receivership Order](#) at para 20.

¹⁶ *Bank of Nova Scotia v Diemer*, [2014 ONCA 851](#) at paras [33](#) and [44-45](#).

¹⁷ Third Report at 6.4.

27. The Receiver respectfully submits that it is appropriate to approve the fees and disbursements of the Receiver and its counsel in the circumstances.

PART IV - ORDER REQUESTED

28. For all the reasons above, the Receiver respectfully requests that the Court grant (1) approval of the FPPA Resolution; and (2) approval of the Receiver's reports, fees, and disbursements.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 14th day of November 2025.

Cassels Brock & Blackwell LLP

Cassels Brock & Blackwell LLP

CASSELS BROCK & BLACKWELL LLP

Suite 3200, Bay Adelaide Centre – North
Tower
40 Temperance Street
Toronto, ON M5H 0B4

Joseph Bellissimo LSO#: 46555R

Tel: 416.860.6572
jbellissimo@cassels.com

Alec Hoy LSO#: 85489K

Tel: 416.860.2976
ahoy@cassels.com

Lawyers for KSV Restructuring Inc. as
Receiver of Chancery (Oshawa) The Bartlett
Limited Partnership and Chancery (Oshawa)
The Barlett GP Inc.

SCHEDULE “B”
TEXT OF STATUTES, REGULATIONS & BY - LAWS

Bankruptcy and Insolvency Act, R.S.C. 1985, c B-3

Court may appoint receiver

243 (1) Subject to subsection (1.1), on application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:

- (a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;
- (b) exercise any control that the court considers advisable over that property and over the insolvent person’s or bankrupt’s business; or
- (c) take any other action that the court considers advisable.

[...]

Courts of Justice Act, R.S.O 1990, c.C.43

Injunctions and receivers

101 (1) In the Superior Court of Justice, an interlocutory injunction or mandatory order may be granted or a receiver or receiver and manager may be appointed by an interlocutory order, where it appears to a judge of the court to be just or convenient to do so.

Terms

(2) An order under subsection (1) may include such terms as are considered just.

FIERA FP REAL ESTATE FINANCING FUND, L.P. - and -
Applicant

CHANCERY (OSHAWA) THE BARTLETT LIMITED PARTNERSHIP et al.
Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**FACTUM OF THE RECEIVER
(RETURNABLE NOVEMBER 19, 2025)**

CASSELS BROCK & BLACKWELL LLP

Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance Street
Toronto, ON M5H 0B4

Joseph Bellissimo LSO#: 46555R

Tel: 416.860.6572
jbellissimo@cassels.com

Alec Hoy LSO#: 85489K

Tel: 416.860.2976
ahoy@cassels.com

Lawyers for KSV Restructuring Inc. as Receiver of Chancery
(Oshawa) The Bartlett Limited Partnership and Chancery
(Oshawa) The Barlett GP Inc.