

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

**IN THE MATTER OF THE RECEIVERSHIP OF EQUITYLINE
SPV LIMITED PARTNERSHIP**

BETWEEN:

EQUITABLE BANK

Applicant

and

EQUITYLINE SPV LIMITED PARTNERSHIP

Respondent

**AIDE MEMOIRE OF THE COURT-APPOINTED RECEIVER, KSV
RESTRUCTURING INC.**

(Case Conference to be held on May 15, 2026)

May 12, 2026

THORNTON GROUT FINNIGAN LLP

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Lawyers for the Court-appointed receiver of
EquityLine SPV Limited Partnership, KSV
Restructuring Inc.

I. Overview

1. Pursuant to an order issued by the Ontario Superior Court of Justice, Toronto (Commercial List) (the “**Court**”) on August 8, 2024 (the “**Receivership Order**”), KSV Restructuring Inc. (“**KSV**”) was appointed as the receiver and manager (in such capacity, the “**Receiver**”), without security, of all assets, undertakings and properties of EquityLine SPV Limited Partnership (the “**Debtor**”) acquired for, or used in relation to, a business carried on by the Debtor, including all proceeds thereof (the “**Property**”).

2. The purpose of this aide memoire is to provide the Court with an update on issues with one impugned mortgage and the related litigation that is now subject to the Mortgage Adjudication Protocol (the “**Mortgage Adjudication Protocol**”) approved by this Court’s Order dated April 30, 2026 (the “**MAP Order**”).¹

II. Background

3. As outlined in previous reports of the Receiver, there are eight mortgages in the Debtor’s mortgage portfolio that are the subject of fraud allegations by the objecting mortgagors. These are now subject to the MAP Order. One such mortgage and litigation relates to Mr. Van Dijk and the property municipally known as 19 – 700 Paisley Road, Guelph Ontario (the “**Van Dijk Property**”).

4. On September 21, 2023, a Statement of Claim (the “**SOC**”) was issued against Mr. Van Dijk to enforce the residential mortgage registered against the Van Dijk Property beneficially held

¹ A copy of the MAP Order is attached as Schedule “A”.

for the Debtor.² The SOC was issued in the name of Computershare Trust Company of Canada (“**Computershare**”), as it was the previous custodian for the Debtor’s mortgages.

5. On May 16, 2024, Mr. Van Dijk filed a Statement of Defence (the “**SOD**”) and Counterclaim (the “**Counterclaim**”).³ Further, on May 24, 2024, Mr. Van Dijk issued a Third Party Claim (the “**Third Party Claim**”) against the following: 2852874 Ontario Inc., 2799953 Ontario Inc., Danielle Harrison, Austin Acheson, Aid Almusri, Mortgage Maven Inc., Equityline SVP GP Inc. and Canada’s Choice Capital.⁴

6. The Third Party Claim names Equityline SVP GP Inc., however, this is likely meant to name Equityline SPV GP Inc. (the “**GP**”), the general partner of the Debtor.

7. The Receivership Order was granted prior to any Statement of Defence being filed with respect to the Counterclaim or any Third Party Claims. The Receivership Order has stayed the proceedings against the Property, the Debtor and the Receiver.

8. Pursuant to the MAP Order, the Van Dijk matter was continued from Computershare to KSV in its capacity as the Receiver of the Debtor. The Mortgage Adjudication Protocol and the MAP Order apply to the Van Dijk mortgage and litigation.

III. Limitations Period Issue

9. The Receiver is unable to confirm if or when the Third Party Claim was served on the GP. However, if the Receiver assumes that the Third Party Claim was served on the date it was issued,

² A copy of the SOC is attached as Schedule “B”.

³ A copy of the SOD and Counterclaim is attached as Schedule “C”.

⁴ A copy of the Third Party Claim is attached as Schedule “D”.

there is a limitation period that may be expiring on May 23, 2026 for the GP to file cross claims against the other third parties.

10. As outlined above, while the stay of proceedings stays actions against the Property, the Debtor and the Receiver, it does not toll limitation periods without an express order to do so.

IV. Representation Issue

11. As outlined above, the GP is the general partner of the Debtor. The mortgage that is the subject of the pleadings described above is Property subject to the Receivership Order. The GP is not subject to the Receivership Order and KSV is not currently appointed over the GP.

12. The Receiver's counsel has served previous counsel to the Debtor (who was also counsel to the rest of the Equityline Group). The Receiver has been unable to confirm if such counsel remains retained by the Equityline Group of Companies. In order to protect and preserve the Van Dijk mortgage and interest in the litigation, the Receiver needs the GP to defend the Third Party Claim and Cross Claim against the other Third Party Defendants.

13. As the Receiver has been unable to reach previous counsel to the Debtor, it is unclear if the GP intends to defend the Counterclaim. The only director of the GP is Sergei Shchavyelyev (who is a former director of the Debtor) who has been unresponsive to all recent filings in these proceedings.

V. Request

14. The Receiver has only recently been advised of the limitation issue described above. As a result of the representation issue for the GP, the Receiver cannot instruct counsel to defend the

Counterclaim. The Receiver is continuing to consider the need to expand the Receivership Order to include the GP, which would need to be on notice to the GP, its sole director and former counsel to the Debtor.

15. At this time, to preserve and protect the Property including the Van Dijk mortgage and related litigation, the Receiver is requesting a Tolling Order to prevent the expiry of any limitation periods before the issue of the GP can be resolved. A Tolling Order will not prejudice any party as no steps have been taken in the proceedings as a result of the stay of proceedings and allows the issue of the GP to be properly adjudicated if a consent resolution cannot be presented to the Court.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 12th day of May, 2026.

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Lawyers for the Court-appointed receiver of
EquityLine SPV Limited Partnership, KSV
Restructuring Inc.

Schedule “A”



Court File No. CV-24-00721560-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

THURSDAY, THE 30TH

JUSTICE MYERS

)

DAY OF APRIL, 2026

)

IN THE MATTER OF THE RECEIVERSHIP OF EQUITYLINE
SPV LIMITED PARTNERSHIP

B E T W E E N:

EQUITABLE BANK

Applicant

- and -

EQUITYLINE SPV LIMITED PARTNERSHIP

Respondent

ORDER

THIS MOTION, made by KSV Restructuring Inc. (“**KSV**”) in its capacity as Court-appointed receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of EquityLine SPV Limited Partnership (“**EquityLine**”) for approval of the Mortgage Adjudication Protocol (as defined below), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Fourth Report of the Receiver dated January 5, 2026, the Supplement to the Fourth Report of the Receiver dated March 30, 2026, the Second Supplement to the Fourth Report of the Receiver dated April 10, 2026, the cross-motion record of First Canadian Title Insurance Company Ltd. (“**FCT**”) dated April 7, 2026 and supplementary cross-motion record of FCT dated April 21, 2026, and the appendices and exhibits thereto, as applicable (collectively, the

“**Motion Materials**”), and on hearing the submissions of counsel for the Receiver, FCT and TitlePLUS, and on reading the consent of the Receiver, FCT, TitlePLUS, Phyllis Nola Hinds and Lyle Auton, no one else opposing for any other interested person, although duly served as evidenced by the Lawyer’s Certificates of Service of Denna Jalili, filed and Affidavits of Service of Ying (Teddy) Ouyang, filed.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Materials is hereby abridged and validated so that this motion is properly returnable today, and hereby dispenses with further service thereof.

APPROVAL OF THE MORTGAGE ADJUDICATION PROTOCOL

2. **THIS COURT ORDERS** that the mortgage adjudication protocol (the “**Mortgage Adjudication Protocol**”) attached hereto as Schedule “A”, and the procedures contemplated therein, are hereby approved for the adjudication of the Protocol Proceedings (as defined below), subject to such amendments as may be made to the Mortgage Adjudication Protocol by the Receiver, and, as applicable, FCT or TitlePLUS, on consent.

3. **THIS COURT ORDERS** that the Receiver is authorized and directed to take such steps as may be necessary or advisable to carry out and perform its obligations under the Mortgage Adjudication Protocol.

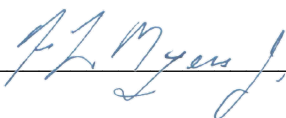
ELIGIBILITY

4. **THIS COURT ORDERS** that the persons listed in Schedule “B” hereto are eligible to participate in the Mortgage Adjudication Protocol, irrespective of whether they have yet to commence a Protocol Proceeding. For certainty, the Estate of Cindy Hunter-Parkhill shall be eligible to commence a Protocol Proceeding and participate in the Mortgage Adjudication Protocol, without prejudice to any defences available in respect thereof.

CONTINUANCE OF THE PROTOCOL PROCEEDINGS

5. **THIS COURT ORDERS** that the proceedings listed in Schedule “C”, as amended from time to time by the Receiver (the “**Protocol Proceedings**”) are hereby continued and that the title of the proceedings in all documents issued, served, or filed after the date of this Order be as listed in Schedule “D”.

6. **THIS COURT ORDERS** that the parties to the Protocol Proceedings shall be permitted to amend pleadings as set out in the Mortgage Adjudication Protocol, without the need for a further court order or the consent of the parties, and without prejudice to all parties’ rights to assert defences.



Justice FL
Myers

Digitally signed by Justice
FL Myers
Date: 2026.04.30 11:01:18
-04'00'

SCHEDULE "A"

Mortgage Adjudication Protocol

#	Item	Process Point	Timeline
1	Document Disclosure – Policy Obligation	Mortgagee/Receiver to provide all relevant documents to title insurers in accordance with the applicable title insurance policies.	ASAP
2.	Orders to Continue	Insured Mortgagee/Receiver to obtain orders to continue the litigation replacing Computershare with the Insured Mortgagee/ Receiver	April 30, 2026
3.	Amendment(s) to Pleadings	Insured Mortgagee/Receiver, Mortgagor and named parties in pleadings (the " Parties ") to amend pleadings on consent	Within 30 days of Court approval.
4.	Exchange of Affidavits of Documents	Parties to exchange affidavits of documents (" AOD "). Usual production requirements pursuant to Rules 29 and 30 apply.	Within 30 days of amended pleadings, if any.
5.	Mandatory Mediation	Parties to attend mediation with a designated mediator (the " Mediator ") who specializes in title fraud matters.	The Mediator will provide dates
6.	Examinations for Discovery on AOD	Examinations to be completed. Examinations not to exceed 7-hour time limit under Rule 31.05.1.	Scheduled following an unsuccessful mediation
7	Summary Trial (Commercial List)	If mediation unsuccessful, matter to be heard by designated trier of fact in a summary trial. Parties to attend case conference with trier of fact to establish the protocol for the hearing, including transfer of matter to Commercial List, exchange of affidavits and expert reports as the case may be, and cross-examination on affidavits before trier of fact using summary trial procedures.	Scheduled by Commercial List.
8	Appeal	Parties may exercise appeal rights under the <i>Courts of Justice Act</i> and <i>Rules of Civil Procedure</i>	

SCHEDULE “B”
Eligible Mortgagors

Mortgagor	Address
Lynda Sharon Talmage	17-280 Thaler Avenue, Kitchner ON
Adrian Van Dijk	19-700 Paisley Road, Guelph ON
Margaret Ellen Jank	132 Swift Crescent, Guelph ON
Lyle Auton	22 Lord Roberts Drive, Toronto ON
Barry William Hirschberger	123 Southmoor Drive, Kitchener ON
Phyllis Nola Hinds	30 Cherrywood Avenue, Toronto ON
The Estate of Barbara Burton	99 Kalmar Avenue, Toronto ON
The Estate of Cindy Hunter-Parkhill	7044 Leeming Street, Toronto ON

SCHEDULE “C”
Protocol Proceedings

Court File No.	Style of Cause
CV-23-00695067-0000	COMPUTERSHARE TRUST COMPANY OF CANADA Plaintiff -and- BARBARA BURTON, GILLIAN FRANCES BURTON and DEBORAH ANNE BURTON Defendants
CV-23-00704595-0000	COMPUTERSHARE TRUST COMPANY OF CANADA Plaintiff -and- PHYLLIS NOLA HINDS Defendants
CV-22-00080355-00A1 and CV-22-00080355- 00A1	COMPUTERSHARE TRUST COMPANY OF CANADA Plaintiff -and- BARRY WILLIAM HINSCHBERGER and LISA MARIE HINSCHBERGER Defendants -and- SIMON MORRIS, MORRIS & MORRIS LLP, JOEL KELMAN, EID ALMUSRI, THE MORTGAGE MAVEN INC, EQUITYLINE SPV GP INC, SERGIY SHCHAVYELYEV, SERGIY PRZHEBELSKY, HASKELL HILLEL NUSSBAUM, SHAPIRO LAWYERS, CANADAS CHOICE CAPITAL /ANAS AYYOUB, Third-Parties
CV-24-00722566-0000	LYLE AUTON, by his Litigation Guardian, LUCUS ALEXANDER AUTON Plaintiff -and-

	<p>EQUITYLINE SPV GP INC., EXTEND FINANCIAL LTD., ALTERNATIVE LENDING GROUP INC., THE MORTGAGE MAVEN INC., AID AL-MUSRI, STEPHEN MARTIN PRICE, DANIELLE SHANNON HARRISON, HARRISON LEGAL PROFESSIONAL CORPORATION, SIMON DAVID MORRIS, and JOHN/JANE DOE(S) and JOHN/JANE DOE CORPORATION(S)</p> <p style="text-align: right;">Defendants</p>
<p>CV-22-00080208-00A1 and CV-22-00080208- 00A1</p>	<p>COMPUTERSHARE TRUST COMPANY OF CANADA Plaintiff</p> <p style="text-align: center;">-and-</p> <p style="text-align: center;">LYNDA SHARON TALMAGE</p> <p style="text-align: right;">Defendant</p> <p style="text-align: center;">-and-</p> <p>DANIELLE SHAROON HARRISON, HARRISON LEGAL PROFESSIONAL CORPORATION, THE MORTGAGE MAVEN INC, EQUITYLINE SPV GP INC, SERGIY SHCHAVYELYEV, SERGIY PRZHEBELSKY, HASKELL HILLEL NUSSBAUM, SHAPIRO LAWYERS, CANADAS CHOICE CAPITAL O/A 2799953 ONTARIO INC., ANAS AYYOUB, 13273261 CANADA INC., FINANCEIT CANADA INC, and SNAP HOME FINANCE CORP</p> <p style="text-align: right;">Third Parties</p>
<p>CV-23-00002794-0000 and CV-23-00002794- 00A1</p>	<p>COMPUTERSHARE TRUST COMPANY OF CANADA Plaintiff</p> <p style="text-align: center;">-and-</p> <p style="text-align: center;">ADRIAN VAN DIJK</p> <p style="text-align: right;">Defendant</p> <p style="text-align: center;">-and-</p> <p>2852874 ONTARIO INC., 2799953 ONTARIO INC., DANIELLE HARRISON, AUSTIN ACHESON, AID ALMUSRI,</p>

	<p>MORTGAGE MAVEN INC., EQUITYLINE SVP GP INC. and CANADA'S CHOICE CAPITAL Third Parties</p>
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SCHEDULE "D"

Protocol Proceedings as Continued

Court File No.	Amended Style of Cause
CV-23-00695067-0000	<p align="center">KSV RESTRUCTURING INC., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF EQUITYLINE SPV LIMITED PARTNERSHIP</p> <p align="right">Plaintiff</p> <p align="center">-and-</p> <p align="center">BARBARA BURTON, GILLIAN FRANCES BURTON and DEBORAH ANNE BURTON</p> <p align="right">Defendants</p>
CV-23-00704595-0000	<p align="center">KSV RESTRUCTURING INC., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF EQUITYLINE SPV LIMITED PARTNERSHIP</p> <p align="right">Plaintiff</p> <p align="center">-and-</p> <p align="center">PHYLLIS NOLA HINDS</p> <p align="right">Defendant</p>
CV-22-00080355-00A1 and CV-22-00080355- 00A1	<p align="center">KSV RESTRUCTURING INC., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF EQUITYLINE SPV LIMITED PARTNERSHIP</p> <p align="right">Plaintiff</p> <p align="center">-and-</p> <p align="center">BARRY WILLIAM HINSCHBERGER and LISA MARIE HINSCHBERGER</p> <p align="right">Defendants</p> <p align="center">-and-</p> <p align="center">SIMON MORRIS, MORRIS & MORRIS LLP, JOEL KELMAN, EID ALMUSRI, THE MORTGAGE MAVEN INC, EQUITYLINE SPV GP INC, SERGIY SHCHAVYELYEV, SERGIY PRZHEBELSKY, HASKELL HILLEL NUSSBAUM, SHAPIRO LAWYERS, CANADAS CHOICE CAPITAL /ANAS AYYOUB,</p> <p align="right">Third Parties</p>

CV-24-00722566-0000	<p style="text-align: center;">LYLE AUTON, by his Litigation Guardian, LUCUS ALEXANDER AUTON</p> <p style="text-align: right;">Plaintiff</p> <p style="text-align: center;">-and-</p> <p style="text-align: center;">KSV RESTRUCTURING INC., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF EQUITYLINE SPV LIMITED PARTNERSHIP, EXTEND FINANCIAL LTD., ALTERNATIVE LENDING GROUP INC., THE MORTGAGE MAVEN INC., AID AL-MUSRI, STEPHEN MARTIN PRICE, DANIELLE SHANNON HARRISON, HARRISON LEGAL PROFESSIONAL CORPORATION, SIMON DAVID MORRIS, and JOHN/JANE DOE(S) and JOHN/JANE DOE CORPORATION(S)</p> <p style="text-align: right;">Defendants</p>
CV-22-00080208-0000 and CV-22-00080208- 00A1	<p style="text-align: center;">KSV RESTRUCTURING INC., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF EQUITYLINE SPV LIMITED PARTNERSHIP</p> <p style="text-align: right;">Plaintiff</p> <p style="text-align: center;">-and-</p> <p style="text-align: center;">LYNDA SHARON TALMAGE</p> <p style="text-align: right;">Defendant</p> <p style="text-align: center;">-and-</p> <p style="text-align: center;">DANIELLE SHAROON HARRISON, HARRISON LEGAL PROFESSIONAL CORPORATION, THE MORTGAGE MAVEN INC, EQUITYLINE SPV GP INC, SERGIY SHCHAVYELYEV, SERGIY PRZHEBELSKY, HASKELL HILLEL NUSSBAUM, SHAPIRO LAWYERS, CANADAS CHOICE CAPITAL O/A 2799953 ONTARIO INC., ANAS AYYOUB, 13273261 CANADA INC., FINANCEIT CANADA INC, and SNAP HOME FINANCE CORP</p> <p style="text-align: right;">Third Parties</p>

CV-23-00002794-0000 and CV-23-00002794- 00A1	<p>KSV RESTRUCTURING INC., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF EQUITYLINE SPV LIMITED PARTNERSHIP Plaintiff</p> <p>-and-</p> <p>ADRIAN VAN DIJK Defendant</p> <p>-and-</p> <p>2852874 ONTARIO INC., 2799953 ONTARIO INC., DANIELLE HARRISON, AUSTIN ACHESON, AID ALMUSRI, MORTGAGE MAVEN INC., EQUITYLINE SVP Third Parties</p>
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EQUITABLE BANK
Applicant

and

EQUITYLINE SPV LIMITED PARTNERSHIP |

Respondent

Court File No.: CV-24-00721560-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

ORDER
(Approval of Mortgage Adjudication Protocol)

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Lawyers for the Court-appointed receiver of EquityLine
SPV Limited Partnership, KSV Restructuring Inc.

Schedule “B”



B E T W E E N:

COURT FILE NO.:

ONTARIO
SUPERIOR COURT OF JUSTICE

COMPUTERSHARE TRUST COMPANY OF CANADA

PLAINTIFF

- and -

ADRIAN VAN DIJK

DEFENDANT

STATEMENT OF CLAIM (GENERAL)

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff(s). The claim made against you is set out in the following pages:

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff(s)' lawyer(s) or, where the Plaintiff(s) do(es) not have a lawyer, serve it on the Plaintiff(s), and file it, with proof of service, in this court office, WITHIN TWENTY (20) DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or the United States of America, the period for serving and filing your Statement of Defence is FORTY (40) DAYS. If you are served outside Canada and the United States of America, the period is SIXTY (60) DAYS.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten (10) more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF(S)' CLAIM, and \$1,000.00. for costs, within the time for serving and filing your Statement of Defence, you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff(s)' claim and \$400.00 for costs and have the costs assessed by the Court.

3

TAKE NOTICE THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: September 20, 2023

Issued by _____

Local Registrar
Superior Court of Justice
491 Steeles Avenue East
Milton ON L9T1Y7

To: ADRIAN VAN DIJK
19-700 Paisley Road
Guelph ON, N1K 1A3

CLAIM

1. The Plaintiff's claim is against the Defendants, ADRIAN VAN DIJK, for:
 - (a) payment of the amount of \$370,937.94 due under covenants contained in a mortgage Instrument No.: WC672686;
 - (b) possession of the mortgaged premises;
 - (c) interest at the rate of 9.99% per annum, calculated monthly, not in advance, on the sum of \$370,937.94 from September 20, 2023 to the date of judgment;
 - (d) post-judgment interest at the rate of 9.99% per annum, calculated monthly, not in advance, until payment in full is received;
 - (e) the cost of this action on a solicitor and client basis.

2. The Plaintiff's claim is on a mortgage made between the said, ADRIAN VAN DIJK, as mortgagor, and COMPUTERSHARE TRUST COMPANY OF CANADA, as mortgagee, and registered on May 12, 2022, as Instrument No. WC672686, in the Land Registry Office for the Land Titles Division of Wellington (No. 61), under which mortgage the said mortgagors mortgaged the lands herein described.
3. The said mortgage provides for payment by monthly instalments of \$2,097.00, each on the 1st day of each and every month, in each and every year from and including, June 1, 2022 to and including May 1, 2023, and the balance, if any, of the said principal sum and interest shall become due and payable on May 1, 2023.
4. The said mortgage was transferred to, EQUITYLINE SPV GP INC. by Transfer of Charge, registered on August 19, 2022, as Instrument No. WC682580, and subsequently transferred to COMPUTERSHARE TRUST COMPANY OF CANADA, by Transfer of Charge registered on August 19, 2022, as Instrument No. WC682581.
5. The said mortgage provides that the aforesaid monthly instalments when received are applied first to interest calculated as aforesaid on the principal unpaid from time to time, and the balance, if any, of the said monthly instalments are applied on account of and in reduction of the principal.

6. The said mortgage provides that default under any terms or covenants contained in the mortgage or under any terms or covenants contained in any encumbrance in priority or subsequent to the mortgage, or in payment of the realty taxes for the said property, shall constitute default under the herein mortgage.

7. The said mortgage provides that the Mortgagee may pay all premiums of insurance and all taxes and rates which shall from time to time fall due and be unpaid in respect of the mortgaged premises, and that such payments together with all costs, charges and expenses which may be incurred in taking, recovering and keeping possession of the said lands, legal fees on solicitor and client basis, and generally in any other proceedings taken in connection with or to realize this security shall be with interest at the rate aforesaid, a charge upon the said lands and any such amounts paid by the mortgagee shall be added to the debt hereby secured and shall be payable forthwith.

8. The said mortgage provides that upon maturity, and at the sole option of the Chargee/Mortgagee, the Chargor(s)/Mortgagor(s) and Guarantor(s), if any, shall be deemed to have accepted and the mortgage shall be automatically extended for a term equal to the original mortgage loan, at a rate of interest commencing on the first day of the extended term, equal to the rate of interest of the immediately previous term plus 3.00% per annum, calculated and payable interest only monthly, together with a renewal fee equivalent to the all Deduction Fee at the time or origination of the mortgage loan, or three (3) months interest, whichever is greater, of the then

outstanding balance, said renewal fee to be due and payable on the first day of the extended term failing which same shall automatically be added to the then outstanding balance of the mortgage loan.

9. The said mortgage was last renewed effective May 1, 2023, for further period of one (1) year.
10. The said mortgage provides that upon default of payment of monies hereby secured or payable, the balance of the principal and interest shall immediately become due and payable at the option of the Mortgagee.
11. The said mortgage provides that "on default the Mortgagee shall have quiet possession of the said lands free from all encumbrances."
12. Default in the payment of the monthly payments under the mortgage occurred on July 1, 2023, and still continues, and the Plaintiff claims payment by the Defendant, ADRIAN VAN DIJK, of the amount due under the mortgage as follows:

PRINCIPAL as at June 1, 2023	\$360,000.00
Interest to September 20, 2023 (111 days @ 9.99% / \$98.54 per day)	<u>\$ 10,937.94</u>
Balance due and owing as at September 20, 2023	\$370,937.94

11. The following is a description of the mortgaged premises:

PIN : 71793 - 0019 LT

UNIT 19, LEVEL 1, WELLINGTON CONDOMINIUM PLAN NO. 93 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PT LT 3, CON. 1, DIVISION E, PTS 1, 2 AND 3, 61R7660; GUELPH; S/T EASEMENT IN FAVOUR OF UNION GAS LIMITED OVER PT 2, 61R7660 AS IN ROS190568, MORE FULLY DESCRIBED IN SCHEDULE A OF DECLARATION LT26403, GUELPH;

Municipally known as: **19-700 PAISLEY RD, GUELPH ON, N1K 1A3**

12. The Plaintiff proposes that this action be tried at Milton, Ontario, Canada.

Date: September 20, 2023

TERRY M. WALMAN, ESQ.
Barrister and Solicitor
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Toronto, Ontario, M5R 2A7
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FAX (416) 961-5329
Email: terry@terrywalman.com
LSUC #23931E
FILE NO.: 23-10240 / ka

COMPUTERSHARE TRUST COMPANY OF CANADA

and

ADRIAN VAN DIJK

Plaintiff

Defendant

COURT FILE NO.:

ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding commenced at MILTON

STATEMENT OF CLAIM

TERRY M. WALMAN, ESQ.
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SOLICITOR FOR THE PLAINTIFF(S)
LSUC #23931E
File No.: 23-10240 / ka

Schedule “C”

Court File No. CV-23-00002794-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

COMPUTERSHARE TRUST COMPANY OF CANADA

Plaintiff

and

ADRIAN VAN DIJK

Defendant

STATEMENT OF DEFENCE AND COUNTERCLAIM

1. The Defendant, Adrian Van Dijk, admits the allegations contained in paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 11 of the Statement of Claim.
2. The Defendant, Adrian Van Dijk, denies the allegations contained in the remainder of the Statement of Claim.
3. The Defendant is currently 72 years of age.
4. The Defendant spent his life working at a warehouse, with his average yearly earnings over the last 10 years before he retired of approximately \$38,000.00.
5. In recent years the Defendant lost his financial competency, which was unfortunately not recognized by friends and family.
6. In 2016, the Defendant was contacted by a salesman, who convinced Adrian he needed an air optimizer and HEPA filtration system and that it could be provided at an affordable cost.

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7. The Defendant was in good health and his condominium unit was well-built and in excellent condition. There was no need for an air optimizer and HEPA filtration system whatsoever.

8. The sales pitch was that the work was not only needed for his health but would also increase the value of his condominium unit and give him safety and comfort at affordable rates.

9. The Defendant is a trusting soul, ill-equipped to deal with liars and cheats.

10. He was neither given a chance to read the contracts let alone obtain advice regarding them, nor was he given a copy of the contracts in advance so that anyone could read them and advise or assist him.

11. The Defendant purchased the air optimizer and HEPA filtration system for the price many multiples of what it was worth and a security interest was registered against his home.

12. The Defendant, having been identified as an easy mark, was contacted by other salesmen, who appeared at his door and used the same sales pitch to sell him more entirely unneeded and oppressively overpriced items including, but not restricted to, a new HVAC system, home plumbing valve upgrades to protect against non-existent sewage backups, home renovations, and had his home disinfected to remove non-existent mold. He was also contacted by salesmen who promised to protect him against the other salesmen and the security interests registered against his home regarding unneeded and aggressively overpriced items.

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13. Again, the Defendant was neither given a chance to read the contracts, let alone obtain advice regarding them, nor was he given a copy of the contracts so that anyone could read them and advise or assist him.

14. More sales people appeared and more completely unneeded items worth a fraction of the prices charged were sold to the Defendant with no contract details provided. All of the purchases involved 100% financing which was done concurrently with the sale and directly by the salespeople acting for the company. The actions of the sales people were predatory, dishonest and the epitome of bad faith.

15. Most of the transactions involved financing and included provisions that allowed them to place security against Adrian's home, which was done

- (i) Charge registered on 2016/04/20 by Skymark Financial Corporation ("Skymark") as Instrument No. WC466269, purportedly regarding an optimizer and HEPA;
- (ii) Charge registered on 2016/05/06 by Skymark as Instrument No. WC467967, purportedly regarding optimizer and HEPA;
- (iii) Charge registered on 2017/08/18 by Home Trust Company ("Home Trust") as Instrument No. WC513995, purportedly regarding heating, ventilation, water and A/C;
- (iv) Charge registered on 2020/07/08 by Silver Fund Mortgage Investment Corporation as Instrument No. WC60698;

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- (v) Charge registered on 2020/10/16 by Home Trust as Instrument No. WC613080, purportedly regarding heating, ventilation, water and A/C, later assigned to Utilebill Home Services Inc. by Instrument No. WC513995;
- (vi) Charge registered on 2021/05/18 by Canada's Choice Capital ("Canada's Choice") as Instrument No. WC633999, purportedly regarding home disinfecting and mold treatment;
- (vii) Charge registered on 2021/08/26 by Canada's Choice as Instrument No. WC645917, purportedly regarding home disinfecting and mold treatment;
- (viii) Charge registered on 2021/12/03 by Financeit Canada Inc. as Instrument No. WC656503, purportedly regarding attic insulation and cameras;
- (ix) A later charge registered 2022/09/21 by 2799953 Ontario Inc. as Instrument No. WC685462, purportedly regarding a washroom renovation.

16. Unfortunately, the Defendants troubles were only beginning.

17. In August 2020, the Defendant was contacted by Austin Acheson, whom he had met earlier, who advised him of the security interests and that he was assisting those like the Defendant who had been deceived by dishonest sales people. He advised he could overturn the contracts and remove the security interests. Acheson further advised the Defendant that his services would be paid by those who had deceived the Defendant. Acheson had the Defendant sign a contract with ECC (Eliminate Contracts Consultants) and provided documents from a legal firm DaCruz, Sommers. Nothing of note occurred.

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18. In 2022, the Defendant was contacted by a person named Arihes who was associated with Acheson and referred him to a mortgage broker, the Mortgage Maven Inc., Aid Almusri (“Almusri”) and a lawyer, Danielle Shannon Harrison (“Harrison”). Harrison had previously acted for at least one of the financial companies against the Defendant, which was not disclosed to the Defendant. Almusri and Harrison worked together and advised the Defendant that she would represent and protect him.

19. Harrison and Almusri advised the Defendant that they would later provide him with a reverse mortgage that would pay all the costs and provide him with an income.

20. They further advised that they would later obtain a loan for which he didn’t have to pay anything and remove the security interests.

21. Harrison met with the Defendant and had him sign documents for a mortgage to Equityline Mortgage Investment Corp. in the sum of \$360,000.00 as of April 2022, which was neither advanced or registered.

22. Harrison later met with the Defendant via zoom and had him sign more documents, some of which apparently related to the mortgage to Computershare in the sum of \$360,000.00 which was registered 2022/05/12 as Instrument No. WC672686.

23. Harrison later arranged a second mortgage to 2852874 Ontario Inc. to make several months of payments of the Computershare mortgage.

24. Harrison is an officer and director of 2852874 Ontario Inc., which was not disclosed to the Defendant.

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25. Both Harrison and Almusri advised the Defendant that they were representing him and did not explain the facts or documents to him and instead used his reliance on them as a lawyer and mortgage broker, respectively, to have him sign for short-term mortgages, which mortgages benefited others as opposed to himself.

26. Harrison and Almusri advised the Defendant he had to do some renovations to his home to qualify for the reverse mortgage. They further advised they knew a good contractor, Belli-Reno, who knew the renovations needed and would do them. In reliance on Harrison and Almusri, the Defendant hired Belli-Reno for the recommended work. Belli-Reno is an unregistered business name and with unknown entities behind it. It appears unknown to the world, save Harrison and Almusri.

27. The monies from the Computershare's mortgage were not received by the Defendant. They were used to pay the fraudulent security interests, fees of Almusri, fees of Harrison, who has since been sanctioned by the LSO for similar actions, to prepay Belli-Reno \$130,000.00 for the wildly excessive and unreasonable costs of the unneeded and poorly done renovations and to pay a few months of the Computershare monthly payments.

28. During the process of the mortgages, the mortgage papers were signed twice, changed from being prepaid for a year to having no prepayment, the second mortgage was done and Harrison operated her own firm clandestinely despite her being employed by Keyser Mason Bell LLP.

29. The representations of Harrison and Almusri were completely false, other than knowing Belli-Reno. They were fraudulent, their actions a conspiracy and done in bad faith.

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30. Computershare knew, or should have known, that it would be impossible for the Defendant to comply with the terms of the mortgage.

31. At best, Harrison knew or should have known that she was facilitating a fraud upon the Defendant. At worst, Harrison was involved in the conspiracy to defraud the Defendant.

32. The Defendant pleads that Computershare knew or should have known of the foregoing actions and further that Harrison, Almusri, and the Mortgage Maven Inc. were its de facto agents for whose actions it is responsible.

33. The Defendant pleads that he was a victim of fraud and received little, if any, value from the monies.

34. The Defendant, Adrian Van Dijk, asks that this action be dismissed with costs.

COUNTERCLAIM

35. The Plaintiff by Counterclaim, Adrian Van Dijk, claims against the Defendant by Counterclaim, Computershare Trust Company of Canada:

(a) a discharge of the mortgage identified as Instrument No. WC672686 registered by Computershare Trust Company of Canada in the sum of \$360,000.00;

(b) in the alternative to (a):

i. Judgment against Computershare Trust Company of Canada in the sum of \$360,000.00 plus any amounts, fees and interest added to the mortgage registered as Instrument No. WC672686;

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ii. prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

iii. postjudgment interest in accordance with section 129 of the *Courts of Justice Act*;

(c) the costs of this proceeding, plus all applicable taxes; and

(d) such further and other Relief as to this Honourable Court may deem just.

36. The Plaintiff by Counterclaim, Adrian Van Dijk, repeats and relies upon the allegations in the Statement of Defence in support of the Counterclaim.

March 14, 2024

**LOWES, SALMON, GADBOIS &
CLARKE**

Dutton Professional Centre
500 Dutton Drive
Waterloo ON N2L 4C6

Steven D. Gadbois (LSO# 34090L)
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Lawyers for the Defendant

TO: **GLENN E. COHEN PROFESSIONAL
CORPORATION**
141 Adelaide St. W. Suite 400
Toronto, Ontario M5H 3L5

Glenn E. Cohen (LSO#19469R)
E: glenn@glenncohenlaw.ca
Tel: 647-404-2791

Lawyers for the Plaintiff

COMPUTERSHARE TRUST COMPANY OF CANADA
Plaintiff

-and- ADRIAN VAN DIJK
Defendant

Court File No. CV-23-00002794-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
MILTON

STATEMENT OF DEFENCE AND COUNTERCLAIM

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Lawyers for the Defendant,
Adrian Van Dijk

File Number: 12012

RCP-F 4C (September 1, 2020)

Schedule ‘D’



Court File No. CV-23-00002794-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

(Court Seal)

COMPUTERSHARE TRUST COMPANY OF CANADA

Plaintiff

and

ADRIAN VAN DIJK

Defendant

and

2852874 ONTARIO INC., 2799953 ONTARIO INC., DANIELLE HARRISON,
AUSTIN ACHESON, AID ALMUSRI, MORTGAGE MAVEN INC.,
EQUITYLINE SVP GP INC. and CANADA'S CHOICE CAPITAL

Third Parties

THIRD PARTY CLAIM

TO THE THIRD PARTIES

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by way of a Third Party Claim in an action in this Court.

The action was commenced by the Plaintiff against the Defendant for the relief claimed in the Statement of Claim served with this Third Party Claim. The Defendant has defended the action on the grounds set out in the Statement of Defence served with this Third Party Claim. The Defendant's Claim against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS THIRD PARTY CLAIM, you or an Ontario lawyer acting for you must prepare a defence in Form 29B prescribed by the *Rules of Civil Procedure*, serve it on the lawyers for the other parties or, where a party does not have a lawyer, serve it on

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the party, and file it, with proof of service, WITHIN TWENTY DAYS after this Third Party Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Third Party Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Third Party Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Third Party Defence.

YOU MAY ALSO DEFEND the action by the Plaintiff against the Defendant by serving and filing a Statement of Defence within the time for serving and filing your Third Party Defence.

IF YOU FAIL TO DEFEND THIS THIRD PARTY CLAIM, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE AMOUNT OF THE THIRD PARTY CLAIM AGAINST YOU, and \$1,500 for costs, within the time for serving and filing your Third Party Defence, you may move to have the Third Party Claim dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the amount of the Third Party Claim and \$400 for costs and have the costs assessed by the Court.

Date _____ Issued by _____
Local Registrar

Address of 491 Steeles Avenue East
court office: Milton ON L9T 1Y7

TO: 2852874 Ontario Inc.
707-481 Vaughan Rd.
Toronto, ON M6C 2P6

AND TO: 2799953 Ontario Inc.
600-3250 Bloor St. W.
Toronto, ON M8X 2X9

AND TO: Danielle Harrison

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AND TO: Austin Acheson
33 Edmunds Cres.
London, ON N5Z 4J1

AND TO: Aid Almusri

AND TO: Mortgage Maven Inc.
332 Marlee Ave.
Toronto, ON M6B 3H8

AND TO: Equityline SVP GP Inc.
550 Hwy 7 Ave. E., Suite 338
Richmond Hill, ON L4B 3Z4

AND TO: Canada's Choice Capital
600-3250 Bloor St. West
Toronto, ON

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CLAIM

1. The Defendant, Adrian Van Dijk, claims against the Third Parties as follows:

I. As against the Third Party, 2852874 Ontario Inc. (“2852874”):

- (a) An accounting of the benefit the Defendant received pursuant to the actions of 2852874;
- (b) contribution and indemnity under sections 2 and 3 of the *Negligence Act*, R.S.O. 1990, c. N.1, as amended, for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (c) contribution and indemnity under common law and equity for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (d) a discharge of the Mortgage identified as instrument number WC683928 registered by 2852874 in the sum of \$15,000.00;
- (e) Judgment in the sum of \$15,000.00, plus any amounts, fees and interest added to the Mortgage registered as instrument number WC683928;
- (f) Prejudgment and postjudgment interest in accordance with sections 128 and 129 of the Courts of Justice Act, R.S.O. 1990, c.C.43, as amended;
- (g) the costs of the main action, plus all applicable taxes;
- (h) the costs of this Third Party Claim, plus all applicable taxes; and

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(i) Such further and other Relief as to this Honourable Court may deem just.

II. As against the Third Party, 2799953 Ontario Inc. (“2799952”):

(a) An accounting of the benefit the Defendant received pursuant to the actions of 2799952;

(b) contribution and indemnity under sections 2 and 3 of the Negligence Act, R.S.O. 1990, c. N.1, as amended, for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;

(b) contribution and indemnity under common law and equity for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;

(c) a discharge of the Security Interest identified as instrument number WC685462 registered by 2799953 in the sum of \$40,349.00;

(d) Judgment in the sum of \$40,349.00 plus any amounts, fees and interest added to the Security Interest registered as instrument number WC685462;

(d) Prejudgment and postjudgment interest in accordance with sections 128 and 129 of the Courts of Justice Act, R.S.O. 1990, c.C.43, as amended;

(f) the costs of the main action, plus all applicable taxes;

(g) the costs of this Third Party Claim, plus all applicable taxes; and

(h) Such further and other Relief as to this Honourable Court may deem just.

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III. As against the Third Party, Danielle Harrison (“Harrison”):

- (a) An accounting of the benefit the Defendant received pursuant to the actions of Harrison;
- (b) contribution and indemnity under sections 2 and 3 of the Negligence Act, R.S.O. 1990, c. N.1, as amended, for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (b) contribution and indemnity under common law and equity for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (c) Judgment in the sum of \$450,000.00;
- (d) Prejudgment and postjudgment interest in accordance with sections 128 and 129 of the Courts of Justice Act, R.S.O. 1990, c.C.43, as amended;
- (f) the costs of the main action, plus all applicable taxes;
- (g) the costs of this Third Party Claim, plus all applicable taxes; and
- (h) Such further and other Relief as to this Honourable Court may deem just.

IV. As against the Third Party, Austin Acheson (“Acheson”):

- (a) An accounting of the benefit the Defendant received pursuant to the actions of Acheson;

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- (b) contribution and indemnity under sections 2 and 3 of the Negligence Act, R.S.O. 1990, c. N.1, as amended, for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (b) contribution and indemnity under common law and equity for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (c) Judgment in the sum of \$450,000.00;
- (d) Prejudgment and postjudgment interest in accordance with sections 128 and 129 of the Courts of Justice Act, R.S.O. 1990, c.C.43, as amended;
- (f) the costs of the main action, plus all applicable taxes;
- (g) the costs of this Third Party Claim, plus all applicable taxes; and
- (h) Such further and other Relief as to this Honourable Court may deem just.

V. As against the Third Parties, Aid Almusri and Mortgage Maven Inc. (“Almusri and Mortgage Maven”):

- (a) An accounting of the benefit the Defendant received pursuant to the actions of Almusri and Mortgage Maven;
- (b) contribution and indemnity under sections 2 and 3 of the Negligence Act, R.S.O. 1990, c. N.1, as amended, for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;

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- (b) contribution and indemnity under common law and equity for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (c) Judgment in the sum of \$450,000.00;
- (d) Prejudgment and postjudgment interest in accordance with sections 128 and 129 of the Courts of Justice Act, R.S.O. 1990, c.C.43, as amended;
- (f) the costs of the main action, plus all applicable taxes;
- (g) the costs of this Third Party Claim, plus all applicable taxes; and
- (h) Such further and other Relief as to this Honourable Court may deem just.

VI. As against the Third Party, Equityline SVP GP Inc. (“Equityline”):

- (a) An accounting of the benefit the Defendant received pursuant to the actions of Equityline;
- (b) contribution and indemnity under sections 2 and 3 of the Negligence Act, R.S.O. 1990, c. N.1, as amended, for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (b) contribution and indemnity under common law and equity for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (c) Judgment in the sum of \$2.00 plus any amounts, fees and interest added to the Transfer of Charges registered as instrument numbers WC682580 and WC682581;

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- (d) Prejudgment and postjudgment interest in accordance with sections 128 and 129 of the Courts of Justice Act, R.S.O. 1990, c.C.43, as amended;
- (f) the costs of the main action, plus all applicable taxes;
- (g) the costs of this Third Party Claim, plus all applicable taxes; and
- (h) Such further and other Relief as to this Honourable Court may deem just.

VII. As against the Third Party, Silver Fund Mortgage Investment Corporation (“Silver Fund”):

- (a) An accounting of the benefit the Defendant received pursuant to the actions of Silver Fund;
- (b) contribution and indemnity under sections 2 and 3 of the Negligence Act, R.S.O. 1990, c. N.1, as amended, for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (b) contribution and indemnity under common law and equity for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (c) Judgment in the sum of \$41,593.60 plus any amounts and interests added thereto for the Mortgage registered as instrument number WC603698;
- (d) Prejudgment and postjudgment interest in accordance with sections 128 and 129 of the Courts of Justice Act, R.S.O. 1990, c.C.43, as amended;

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- (f) the costs of the main action, plus all applicable taxes;
- (g) the costs of this Third Party Claim, plus all applicable taxes; and
- (h) Such further and other Relief as to this Honourable Court may deem just.

VIII. As against the Third Party, Canada's Choice Capital:

- (a) An accounting of the benefit the Defendant received pursuant to the actions of Canada's Choice Capital;
- (b) contribution and indemnity under sections 2 and 3 of the Negligence Act, R.S.O. 1990, c. N.1, as amended, for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (b) contribution and indemnity under common law and equity for any amounts which the Defendant, Adrian Van Dijk, may be found to be responsible to the Plaintiff;
- (c) Judgment in the sum of \$12,099.00 plus any amounts, fees and interest added to the Security Interest registered as instrument number WC633999;
- (d) Judgment in the further sum of \$2.00, plus any amounts, fees and interest added to the Security Interest registered as instrument number WC645917;
- (e) Prejudgment and postjudgment interest in accordance with sections 128 and 129 of the Courts of Justice Act, R.S.O. 1990, c.C.43, as amended;
- (f) the costs of the main action, plus all applicable taxes;

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(g) the costs of this Third Party Claim, plus all applicable taxes; and

(h) Such further and other Relief as to this Honourable Court may deem just.

2. The Defendant pleads and relies upon the allegations in the Statement of Defence and Counterclaim.

3. The Defendant states that the Third Parties are liable for any amounts owing to the Plaintiff in the main action.

4. The Defendant states that the Third Parties owed a duty of care to the Defendant.

5. The Defendant states that the Third Parties breached the applicable standards of care.

6. The Defendant states that the damages claimed in the main action by the Plaintiff were caused by the Third Parties.

7. The Plaintiff is an individual residing in Guelph, Ontario.

8. The Third Party, 2852874 Ontario Inc., is a corporation registered under the laws of the Province of Ontario with an office located at 707-481 Vaughan Road, Toronto, Ontario.

9. The Third Party, 2799953 Ontario Inc., is a corporation registered under the laws of the Province of Ontario with an office located at 600-3250 Bloor Street West, Toronto, Ontario.

10. The Third Party, Danielle Harrison, is an Ontario lawyer whose licence to practice law is suspended. She is also an officer and director of 2852874.

11. The Third Party, Austin Acheson,

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12. The Third Party, Aid Almusri (“Almusri”) is a mortgage agent employed at Mortgage Maven Inc. On August 22, 2023 the Financial Services Regulatory Authority of Ontario refused to renew his licence and imposed administrative penalties totalling \$77,000.00.

13. The Third Party, Mortgage Maven Inc., is a mortgage brokerage licensed under *Mortgage Brokerages, Lenders and Administrators Act*, 2006, S.O. 2006, c. 29, as amended.

14. The Third Party, Equityline SVP GP Inc., is a corporation registered under the laws of the Province of Ontario with an office located at 550 Hwy 7 Ave., East, Suite 338, Richmond Hill, Ontario.

15. The Third Party, Canada’s Choice Capital, is a corporation registered under the laws of the Province of Ontario and has an office located at 600-3250 Bloor Street West, Toronto, Ontario.

16. The Defendant is currently 72 years of age.

17. The Defendant spent his life working at a warehouse, with his average yearly earnings over the last 10 years before he retired of approximately \$38,000.00.

18. In recent years the Defendant lost his financial competency, which was unfortunately not recognized by friends and family.

19. In 2016, the Defendant was contacted by a salesman, who convinced Adrian he needed an air optimizer and HEPA filtration system and that it could be provided at an affordable cost.

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20. The Defendant was in good health and his condominium unit was well-built and in excellent condition. There was no need for an air optimizer and HEPA filtration system whatsoever.

21. The sales pitch was that the work was not only needed for his health but would also increase the value of his condominium unit and give him safety and comfort at affordable rates.

22. The Defendant is a trusting soul, ill-equipped to deal with liars and cheats.

23. He was neither given a chance to read the contracts let alone obtain advice regarding them, nor was he given a copy of the contracts in advance so that anyone could read them and advise or assist him.

24. The Defendant purchased the air optimizer and HEPA filtration system for the price many multiples of what it was worth and a security interest was registered against his home.

25. The Defendant, having been identified as an easy mark, was contacted by other salesmen, who appeared at his door and used the same sales pitch to sell him more entirely unneeded and oppressively overpriced items including, but not restricted to, a new HVAC system, home plumbing valve upgrades to protect against non-existent sewage backups, home renovations, and had his home disinfected to remove non-existent mold. He was also contacted by salesmen who promised to protect him against the other salesmen and the security interests registered against his home regarding unneeded and aggressively overpriced items.

-14-

26. Again, the Defendant was neither given a chance to read the contracts, let alone obtain advice regarding them, nor was he given a copy of the contracts so that anyone could read them and advise or assist him.

27. More sales people appeared and more completely unneeded items worth a fraction of the prices charged were sold to the Defendant with no contract details provided. All of the purchases involved 100% financing which was done concurrently with the sale and directly by the salespeople acting for the company. The actions of the sales people were predatory, dishonest and the epitome of bad faith.

28. Most of the transactions involved financing and included provisions that allowed them to place security against Adrian's home, which was done

- (i) Charge registered on 2016/04/20 by Skymark Financial Corporation ("Skymark") as Instrument No. WC466269, purportedly regarding an optimizer and HEPA;
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- (viii) Charge registered on 2021/12/03 by Financeit Canada Inc. as Instrument No. WC656503, purportedly regarding attic and cameras;
- (ix) A later charge registered 2022/09/21 by 2799953 Ontario Inc. as Instrument No. WC685462, purportedly regarding a washroom renovation.

29. Unfortunately, the Defendant's troubles were only beginning.

30. In August 2020, the Defendant was contacted by Acheson, whom he originally met in 2020, and who advised him of the security interests and that he was assisting those like the Defendant who had been deceived by dishonest sales people. He advised he could overturn the contracts and remove the security interests. Acheson further advised the Defendant that his services would be paid by those who had deceived the Defendant. Acheson had the Defendant sign a contract with ECC (Eliminate Contracts Consultants) and provided documents from a legal firm DaCruz, Sommers. Nothing of note occurred.

-16-

31. In 2022, the Defendant was contacted by a person named Arihes who referred him to a mortgage broker, Mortgage Maven and Almasri and a lawyer, Harrison, who had previously acted for at least one of the financial companies against the Defendant, which was not disclosed to the Defendant. Almusri and Harrison worked together and advised the Defendant that she would represent and protect him.

32. Harrison eventually had the Defendant sign papers that she told him would obtain a loan which would cost him nothing and remove the security interests.

33. Both Harrison and Almusri advised the Defendant that they were representing him and did not explain the facts or documents to him and instead used his reliance on them as a lawyer and mortgage broker, respectively, to have him sign for a short-term mortgage, which mortgage benefited others as opposed to himself.

34. Shortly thereafter, Harrison and Almusri advised the Defendant that he needed to do some renovations to his home in order to qualify for the mortgage.

35. Harrison and Almusri then advised the Defendant they knew a good contractor, Belli-Reno, who knew the renovations needed and would do them. In reliance on Harrison and Almusri, the Defendant hired Belli-Reno for the recommended work. Belli-Reno is an unregistered business name and with unknown entities behind it. It appears unknown to the world save Harrison and Almusri.

36. The representations of Harrison and Almusri were completely false, other than knowing Belli-Reno. They were fraudulent, their actions a conspiracy and done in bad faith.

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37. Harrison had the Defendant sign documents for a mortgage to Equityline Mortgage Investment Corp. in the sum of \$360,000.00 as of April 2022, but which wasn't requested.

38. Harrison had him sign more documents, some of which apparently related to the mortgage to Computershare in the sum of \$360,000.00 which was registered 2022/05/12 as Instrument No. WC672686 and others which apparently related to a second mortgage to 2852874 Ontario Inc. in the sum of \$15,000.00, which was registered 2022/09/01 as Instrument No. WC683928.

39. The second mortgage to 2852874 Ontario Inc. was apparently arranged to make the first year of payments of the Computershare mortgage, which was done by parties unknown, delaying the Defendants and his caregivers from discovering the fraudulent conspiracy enacted against him.

40. Harrison is an officer and director of 2852874 Ontario Inc., which was not disclosed to the Defendant.

41. The monies from the Computershare's mortgage were not received by the Defendant. They were used to pay the fraudulent security interests, fees of Almusri, fees of Harrison, who has since been sanctioned by the LSO for similar actions and the wildly excessive and unreasonable costs of the unneeded and poorly done renovations by Belli-Reno.

42. During the process of finalizing the Computershare mortgage, the mortgage changed from being prepaid for a year to having no prepayment, Harrison left Keyser Mason Bell LLP to practice on her own and Computershare retained a lawyer Haskell Nussbaum of Shapiro Lawyers as opposed to Harrison.

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43. Harrison and the Mortgage Maven Inc. knew, or should have known, that it would be impossible for the Defendant to comply with the terms of the mortgages.

44. At best, Harrison, Almusri and the Mortgage Maven Inc. knew, or should have known, that they were facilitating a fraud upon the Defendant. At worst, they were all involved in the conspiracy to defraud the Defendant.

45. In the summer of 2022, the Defendant was upset that Belli-Reno, the contractor recommended by Harrison and which had been prepaid \$130,000.00, had done little to any work. He was contacted by Jordan Orejas and Adil Chaudry of Simply Contract Consulting Ltd., who represented to him that he had been taken advantage of contrary to the *Consumer Protection Act* of Ontario and they could assist him for the paltry sum of \$20,000.00.

46. The Defendant duly paid the \$20,000.00 and did not have any further contact or communications from Orejas, Chaudry or Simply Contract Consulting Ltd., nor was any work done on his behalf.

47. As of late summer 2022, the Defendant was contacted by a contractor who advised they would do the washroom work not done by Belli-Reno. The Defendant agreed and ended up with a mortgage in the sum of \$40,349.00 registered by 2799953 as instrument number WC685462 against his property on 2022/09/24.

48. Minimal, if any, work was done to the Defendant's washroom by 2799953 or anyone else.

49. The Defendant pleads that he was a victim of fraud and received little, if any, value from the monies.

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50. Based on the foregoing, the Defendant seeks contribution and indemnity from the Third Parties.

51. The Defendant, Adrian Van Dijk, requests that this Third Party Claim is heard at the same time as or immediately following the main action.

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Lawyers for the Defendant,
Adrian Van Dijk

RCP-E 29A (July 1, 2007)

COMPUTERSHARE TRUST
COMPANY OF CANADA
Plaintiff

-and- ADRIAN VAN DIJK
Defendant

-and- 2852874 ONTARIO INC. et al.
Third Parties

Court File No. CV-23-00002794-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
MILTON

THIRD PARTY CLAIM

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Adrian Van Dijk

File Number: 12012

RCP-F 4C (September 1, 2020)

EQUITABLE BANK
Applicant

and

EQUITYLINE SPV LIMITED PARTNERSHIP
Respondent

Court File No. CV-24-00721560-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at **Toronto**

AIDE MEMOIRE OF THE COURT-APPOINTED
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