



No. S-238586
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

1038573 B.C. LTD.

Plaintiff

AND:

THE OWNERS, STRATA PLAN NW289, JENNY DONNA DICKISON, FERNANDO MARCELINO DUTRA DE SOUSA, 1276331 B.C. LTD., CARMELIA MARIA DA SILVA, HON-CHING RUDOLPH CHENG, 1161359 B.C. LTD., RICKY HEE MENG LAI, PIA FACCIIO, 1184416 B.C. LTD., MARK WILLIAM LOUTTIT and SARAH KINUKO LOUTTIT, BARRY DOUGLAS WATSON, AS ADMINISTRATOR OF THE ESTATE OF KENNETH JOHN WATSON, LI PING DUAN, NORMAN VICTOR LEECH, ROLANDO VINAS DIZON and NARCISA DIZON, NICHOLAS GEORGE KARAMOUZOS and MARIA KARAMOUZOS, CUI MING CHEN, YANKUI WANG and XIN TIAN, MARIA DA NATIVIDADE ALMEIDA, 1237765 B.C. LTD., JU-SHAN CHIANG and FLORA FU, 1184414 B.C. LTD., AMARSINGH BHATIA and NARANJAN KAUR BHATIA, PHUNG KIM VUONG and TUONG LAM, MONICA PAOLA ALIAGA, MARCELINO LOPES DE SOUSA and OLGA MARIA DUTRA DE SOUSA, 1184413 B.C. LTD., LUALHATI ONGKEKO CRISOSTOMO, RICHARD RAYMOND RAVENSBERGEN and DAWN MARIE RAVENSBERGEN, YUK FAR CHEUNG and YIN ON CHEUNG, GARY LUCIEN DREES, THOMAS PATRICK FLEMING, 1352962 B.C. LTD., WAN CHEN and HONG YANG, SU JUAN SITU, VAN DAO NGUYEN and THI BICH HANG NGUYEN, JULIAN BOZSIK, CHRISTIAN HERBERT JOSON-LIM and IRIS JUNE CALIBUGAN ADIONG, ANGELA JOY EYKELBOSH, NGUYEN THANH VUONG and TUYET NGOC DU, OM PARKASH LOOMBA and MERRAN LOOMBA, SUZANNE JUANITA KUDELSKI, YAN QIONG LU, PING HE, EDWARD LAWRENCE THUE, RICHARD CHARLES PATRICK SPENCER and DIANE MARIE SPENCER, ARTHUR SUMMERS WILLIAMSON, GARY DALE CHARTER and CRISTINA RIMANDO GAPAL, JU TAI ZHOU and YU QING LI, ZHI HAO YANG, DAISY CUETO EVANGELISTA and MARIA CHERRY EVANGELISTA, MEGAN MARY BURGHALL, NASIM BHALOO, HUI LIN DONG and LI WANG, MANSOUR MESHKI, HSIANG CHIAO HUANG, GORDON WILLIAM PATERSON, YVONNE JO-ANNE ENGLAND, GRACE JOANNA LEVSEN, PING CHOR CHAN, SO FAN LEE and TAK TAI LUI

Defendants

1038573 B.C. LTD.

Defendant by way of Counterclaim

APPLICATION RESPONSE

Application Response of: the Plaintiff and Defendant by way of Counterclaim, 1038573 B.C. Ltd. ("573")

THIS IS A RESPONSE TO the Notice of Application of the defendant, The Owners, Strata Plan NW289, filed January 12, 2024.

573 estimates that the application will take 90 minutes.

PART 1: ORDERS CONSENTED TO

Nil.

PART 2: ORDERS OPPOSED

573 opposes the granting of all the orders set out in Part 1 of the Notice of Application.

573 has proposed to post a lesser amount of security for costs (\$37,500), but as of the date of this filing has not received any response to that proposal.

PART 3: ORDERS ON WHICH NO POSITION IS TAKEN

Nil.

PART 4: FACTUAL BASIS

A. Overview

1. The Owners, Strata Plan NW289 (the “**Strata Corporation**”), seek to discharge in part the Certificate of Pending Litigation (“**CPL**”) registered on December 18, 2023 by 1038573 B.C. Ltd. (“**573**”). The Strata Corporation acknowledges that the CPL can remain on title of the one strata unit registered to the Strata Corporation. The Strata Corporation therefore does not dispute the validity of the CPL. Instead, the Strata Corporation seeks an order that the CPL be discharged from title to other units, which are owned not by the Strata Corporation but by the other defendants (the “**Strata Lot Owners**”), on the ground of hardship.

2. In order to remove a CPL from a property, in an action in which specific performance is claimed, the applicant must satisfy the court both that (i) the CPL is causing or will cause the applicant to suffer hardship and inconvenience; and (ii) that it is “plain and obvious” that the party seeking specific performance at trial will not succeed (*D’Angelo v. Three Lions Developments Ltd.*, 2021 BCSC 1363 at para. 13). The Strata Corporation fails to meet this test for three, independent reasons, each of which is sufficient to dismiss the application.

3. *First*, 573’s claim for specific performance raises a triable issue (indeed, 573 says that it has a strong claim, but a triable issue is all that is required on this application). The Property is unique due to its age, location, and development potential. The Strata Corporation has made no

suggestion (nor put forward any evidence) to the contrary. The Strata Corporation has not met its burden to show that it is plain and obvious that 573's claim for specific performance cannot succeed at trial.

4. *Second*, there is no evidence of hardship and inconvenience in respect of any of the strata units. The Strata Corporation relies on an assertion by counsel that the CPL could in the future cause the Strata Lot Owners financing difficulties, or hinder a future sale (Notice of Application, paras. 11, 26 and 35). Such generalized assertions are not sufficient to demonstrate hardship and inconvenience (see e.g. *Javaheri v. Heidari*, 2019 BCSC 1438 at paras. 28-31 and 37-41). There is no evidence that any of the units are being marketed for sale, nor any evidence that financing has been impeded.

5. *Third*, the Strata Corporation is not a permissible applicant. Section 256(1) of the *Land Title Act*, RSBC c. 250 [**LTA**] requires that an applicant have an interest in the property from which discharge is sought, and that the applicant is itself suffering hardship and inconvenience. The Strata Corporation does not assert any interest in the strata units for which discharge is sought – indeed, it expressly disclaims any interest (Notice of Application, para. 17) – and there is no evidence of hardship and inconvenience to the Strata Corporation.

6. Regarding the Strata Corporation's request for security for costs – 573 says that while some order of security for costs may be appropriate, the quantum of security sought by the Strata Corporation is excessive. 573 says that \$37,500 would be an appropriate quantum for the defendants' security for costs in this action, and such security should be posted in three stages as the action progresses. (573 proposed the above structure in writing to the Strata Corporation on January 22, 2024 but, as of this filing, has not received any response).

B. Background

7. The subject property in this action is a 101-unit strata, municipally located at 3925 Kingsway, Burnaby, British Columbia and 5715 Jersey Avenue, Burnaby, British Columbia (the "**Property**").

8. The Strata Corporation owns unit 66 ("**Unit 66**").

9. The remaining 100 strata units (the "**100 Strata Units**") are owned by the other defendants (together, the "**Strata Lot Owners**").

C. Purchase Contract

10. On or about December 7, 2022, 573 agreed to purchase the Property, and the Strata Corporation – as the “duly authorized entity to offer for sale the Property” – agreed to sell the Property. That is to say, 573 entered into a contract to purchase all 101 strata units *en banc*.

Affidavit #1 of Jas King, Ex. “A”, p. 1, Purchase Contract dated December 7, 2022 (the
“Purchase Contract”)

11. 573’s right, set out in the Purchase Contract, is to acquire each of the 101 strata units (see e.g. Purchase Contract s. 2.1: “The Purchaser hereby agrees to purchase the Property ... and the Vendor agrees to sell the Property to the Purchaser...”).

12. Under the Purchase Contract, the Strata Corporation represented, among other things, that on completion it would have clear title to the Property (Purchase Contract, s. 4.2(a)):

The Vendor represents and warrants to the Purchaser as representations and warranties that are true at the date hereof and will be true at the time of completion and that are to continue and to survive the purchase of the Property by the Purchaser thereafter regardless of any independent investigations that the Purchaser may cause to be made and regardless of the removal or waiver of any condition precedent, that, subject to the limitations, if any, expressed herein:

(a) the Liquidator will have good and marketable legal and beneficial title to the Property on the Completion Date, free and clear of all liens, claims, charges, encumbrances and legal notations other than the Permitted Encumbrances;

13. On May 20, 2023, the Strata Corporation held a special general meeting at which a resolution was proposed to approve the Purchase Contract. The Resolution achieved over 75 percent support from the Strata Lot Owners and was therefore approved.

Affidavit #1 of Jas King, Ex. “A”, pp. 39-40, Mutual Notice of Second Condition
 Satisfaction And/Or Waiver dated May 24, 2023

14. The completion date in the Purchase Contract, as amended, was December 15, 2023.

D. Strata Corporation’s Obligations Under Purchase Contract

15. In the period prior to closing, 573 raised concerns that the Strata Corporation would not be in a position to deliver clear title on closing, because of the following issues:

- a) a claim brought against the Strata Corporation and the Strata Lot Owners in SCBC Vancouver Registry Action No. S204200, where the plaintiff claims an interest in the Property, including that the Property be sold to satisfy any judgment;

Affidavit #1 of Alice Tsui, Ex. "A", Notice of Civil Claim filed April 17, 2020 in
SCBC Vancouver Registry Action No. S204200

- b) that multiple Strata Lot Owners had entered into leases of their respective units, beyond the limited number of leases contemplated in the Purchase Contract; and
- c) that the City of Burnaby had asserted claims against certain strata units, due to tax arrears, which could result in the forced sale of those units.

Affidavit #1 of Alice Tsui, Ex. "B", Annual Tax Sale Notice published by the City of
Burnaby on September 14, 2023

16. On December 7, 2023, counsel for 573 wrote to counsel for the Strata Corporation to express the above concerns and seek confirmation that the Strata Corporation would at the time of completion be in a position to comply with its obligations under the Purchase Contract.

Affidavit #1 of Jas King, Ex. "C", Letter from Craig Dennis, K.C. to Peter Roberts,
K.C. dated December 7, 2023

17. Subsequent correspondence was exchanged on December 12 and 13, 2023 in respect of the points set out above at para. 15. 573 took the position that the Strata Corporation had repudiated the Purchase Contract. 573 did not accept the Strata Corporation's repudiation and insisted on specific performance.

Affidavit #1 of Jas King, Exs. "D" (Letter from Peter Roberts, K.C. to Craig
Dennis, K.C. dated December 12, 2023) and "E" (Letter from Craig Dennis, K.C.
to Peter Roberts, K.C. dated December 13, 2023)

E. 573 Registers CPL

18. On December 18, 2023, 573 wrote to the Strata Corporation setting out that (i) the Strata Corporation had repudiated the Purchase Contract, (ii) 573 does not accept that repudiation and insists on specific performance, and (iii) as neither party was in a position on December 15, 2023 to close as a result of the Strata Corporation's breaches of the Purchase Contract, 573 designates March 15, 2024 as the new completion date under the Purchase Contract and time continues to be of the essence.

Affidavit #1 of Jas King, Ex. "G" (p. 57), Letter from Craig Dennis, K.C. to Peter Roberts, K.C. dated December 18, 2023

19. Later on December 18, 2023, 573 filed this action, seeking specific performance of the Purchase Contract. 573 also registered the CPL on title to each of the 101 strata units.

Affidavit #1 of Jas King, Ex. "H" (pp. 58-62), Certificate of Pending Litigation Registration No. CB1083710

F. Correspondence Regarding CPL

20. On December 19, 2023, counsel for the Strata Corporation wrote to demand discharge of the CPL from the 100 Strata Units. Counsel for the Strata Corporation accepted service on behalf of the Strata Corporation, but declined to accept service on behalf of the Strata Lot Owners.

Affidavit #1 of Alice Tsui, Ex. "C", Letter from Peter Roberts K.C. to Craig Dennis, K.C. dated December 19, 2023

21. On December 22, 2023, the Strata Corporation filed and served a response to civil claim and a counterclaim against 573.

22. On January 3, 2024, counsel for 573 responded to the letter of December 19, 2023, setting out that the filing of the CPL was a consequent and lawful step, following on 573's right to acquire each of the 101 strata units and the Strata Corporation's failure (as duly authorized representative of the Strata Lot Owners) to perform under the Purchase Contract. Counsel for 573 also sought information regarding what, if any, hardship was alleged by the Strata Lot Owners.

Affidavit #1 of Alice Tsui, Ex. "D", Letter from Craig Dennis, K.C. to Peter Roberts, K.C. dated January 3, 2024

23. The Strata Corporation did not respond to the letter of January 3, 2024. This application was filed on January 12, 2024.

G. Correspondence Regarding Security for Costs

24. On January 22, 2024, counsel for 573 put forward a proposal whereby 573 would pay a total of \$37,500 into trust as security for the defendants' costs. As of the date of filing this application response, there has been no response to that proposal.

Affidavit #1 of Alice Tsui, Ex. "E", Letter from Craig Dennis, K.C. to Peter Roberts, K.C. dated January 22, 2024

PART 5: LEGAL BASIS

A. No Basis to Partially Discharge CPL

25. In order to remove a CPL from a property, in an action in which specific performance is claimed, the applicant must satisfy both of the following conditions:

- a) the CPL is causing or will cause the applicant to suffer hardship and inconvenience; and
- b) that it is “plain and obvious” that the party seeking specific performance at trial will not succeed.

D’Angelo v. Three Lions Developments Ltd., 2021 BCSC 1363 at para. 13; see also *Montaigne Group Ltd. v. St. Alcuin College for the Liberal Arts Society*, 2023 BCSC 1257 at para. 55

26. For three, independent reasons, the Strata Corporation has not met its burden and the application should be dismissed.

1. Strata Corporation Cannot Apply to Discharge CPL from the 100 Strata Units

27. The Strata Corporation is not a permissible applicant under s. 256(1) to seek to discharge the CPL from the 100 Strata Units, for two reasons.

28. *First*, the Strata Corporation does not claim any interest in the 100 Strata Units. Section 256(1) provides that a discharge application may be brought either by a property’s registered owner, or by a person claiming an interest in the property:

(1) A person who is the registered owner of or claims to be entitled to an estate or interest in land against which a certificate of pending litigation has been registered may, on setting out in an affidavit

- (a) particulars of the registration of the certificate of pending litigation,
- (b) that hardship and inconvenience are experienced or are likely to be experienced by the registration, and
- (c) the grounds for those statements,

apply for an order that the registration of the certificate be cancelled. [Emphasis added.]

29. The Strata Corporation is neither; it seeks to discharge the CPL from the 100 Strata Units – units which it does not own, and in which it does not claim any interest. Indeed, the Strata Corporation expressly disclaims any interest in the 100 Strata Units (Notice of Application, para. 17):

It is a term of the Wind-Up Confirmation Order that title to the individual strata lots of Cameray Gardens only vests in the Liquidator upon the filing in the Land Title Office (“LTO”) of a certified copy of the Wind-Up Confirmation Order. To date, a certified copy of the Wind-Up Confirmation Order has not been filed with the LTO.

30. The point of Notice of Application para. 17 is that title to and any interest in the 100 Strata Units continues to rest solely with the Strata Lot Owners. It is for the Strata Lot Owners to advance an application under s. 256(1), in the event there is any hardship or convenience which could merit such an application. They have not done so. That is itself an independent basis to dismiss the application.

31. *Second*, there is no evidence of hardship and inconvenience to the Strata Corporation. An applicant must establish that the applicant will itself suffer hardship and inconvenience:

... The plain and ordinary meaning of the words of ss. 256(1) and 257(1) provide that an application to cancel a CPL under s. 256(1) must include an affidavit that sets out the particulars of the hardship and inconvenience experienced or likely to be experienced by the registration of the CPLs to the applicant before the application can be heard. [Emphasis added.]

Liquor Barn Income Fund v. Becker, 2011 BCCA 141 at para. 26; see also *Youyi Group Holdings (Canada) Ltd. v. Brentwood Lanes Canada Ltd.*, 2014 BCCA 388 [Youyi] at para. 29

32. That requirement is clear on the plain language of s. 256(1): “A person ... may, on setting out in an affidavit ... apply for an order that the registration of the certificate be cancelled.” Absent any evidence of hardship and inconvenience to the Strata Corporation, the application should be dismissed.

2. No Evidence of Hardship and Inconvenience

33. Even looking beyond the Strata Corporation to the Strata Unit Owners – who are not applicants and whom counsel to the Strata Corporation has said it does not represent – there remains no evidence of hardship and inconvenience.

34. The applicant must show that it is experiencing or likely to experience hardship and inconvenience as a result of the registration of the CPL. That hardship and inconvenience must be more than trifling and must be causally and solely connected to the registration of the CPL.

Javaheri v. Heidari, 2019 BCSC 1438 at paras. 28-31; *Youyi* at paras. 29-30

35. Generalizations unsupported by specific proof of hardship and speculation about potential business opportunities or sales are not sufficient to meet the requirements of hardship and inconvenience.

Kaur v. Chandler, 2018 BCSC 1283 at paras. 47-48

36. It is not enough that a CPL may cause “some difficulties” to an applicant. Cogent evidence is required.

Javaheri v. Heidari, 2019 BCSC 1438 at paras. 37-41

37. The Strata Corporation states in its Notice of Application that there could be issues with mortgages held by the Strata Lot Owners, and the potential for future sales to be hindered (Notice of Application, paras. 11, 26 and 35). Respectfully, there is no evidence to support those assertions by counsel: no evidence that any of the Strata Lot Owners are in the process of selling their units, and no evidence of any financing-related issues. On January 3, 2024, counsel for 573 inquired as to what hardship and inconvenience had arisen.

38. Correspondence was exchanged on January 25 and 26, 2024, regarding a financing issue in respect of one of the 100 Strata Units – Strata Lot 86. 573 put forward a proposal to alleviate the financing issue raised by counsel for the Strata Corporation. The Strata Corporation points to nothing else.

Affidavit #1 of Azadeh Samimi, Ex. “A”, Letter from Sarah Hannigan to Craig Dennis dated January 25, 2024; Affidavit #1 of Alice Tsui, Ex. “G”, Letter from Craig Dennis to Sarah Hannigan dated January 26, 2024

39. The Strata Corporation has not shown any hardship and inconvenience arising from the registration of the CPL which could justify discharging the CPL from any of the 100 Strata Units.

3. Reasonable Basis for Claim of Specific Performance

40. Finally, the Strata Corporation has failed to show that it is plain and obvious that 573’s claim of specific performance cannot succeed:

... where specific performance is being sought and the court is considering an application to order the cancellation of a CPL under s. 256 of the *Land Title Act*, it is for the applicant (here, the Vendor) to satisfy the court that it is plain and obvious the person seeking specific performance would not succeed on that claim at trial. If there is a triable issue as to whether damages would provide an adequate (or appropriate) remedy, the application should be dismissed and the matter proceed to trial. The chambers judge does not, then, decide on the merits whether damages will be adequate – only whether specific performance can be eliminated as having no reasonable chance of success. [Emphasis by the court.]

Youyi at para. 39; see also paras. 53 and 57; see also *Montaigne Group Ltd. v. St. Alcuin College for the Liberal Arts Society*, 2023 BCSC 1257 at paras. 59-62

41. Here, 573 pleads each of the requisite elements for a claim for specific performance: a binding agreement to purchase the Property, a breach of that agreement; and that the Property is unique and has special characteristics such that an alternate property that lacked those characteristics would not be a suitable substitute.

42. Specifically, 573's claim refers to the Property's location and proximity to thoroughfares and transit, considerable nearby parklands, the size and age of the Property, and the lack of any similar properties on the market.

Notice of Civil Claim filed December 18, 2023, paras. 5, 8, and 14-17

43. Equally, there is no suggestion that damages would provide an appropriate remedy, and no evidence from the Strata Corporation to this effect. (Were the CPL discharged, and the Property then sold to some other purchaser, there would appear to be little prospect of 573 recovering damages from the Strata Corporation – already subject to liquidation – nor any evidence of how 573 could recover damages from the Strata Lot Owners.)

44. The Strata Corporation bears the burden on this application of showing it is plain and obvious that 573's claim cannot succeed, and that damages would provide an appropriate remedy. Yet the Strata Corporation has not put forward any evidence, nor any other basis, why 573's claim for specific performance does not raise a triable issue.

B. Security for Costs

45. 573 does not dispute that an award of security for costs may be appropriate in this case. Indeed, 573 already has proposed to the Strata Corporation that 573 would pay a total of \$37,500 into trust, in three stages, as security for the costs of the defendants. To date, there has been no response to that proposal.

46. 573 does dispute the quantum of security for costs sought by the Strata Corporation on this application (\$70,000), and says that it is excessive for the following reasons:

- a) First, the Strata Corporation claims 21 tariff units for steps already taken in the litigation. Security for costs will not normally be awarded for steps already taken in a proceeding. There is no basis to depart here from that rule (nor is any such basis articulated by the Strata Corporation).

Asian Concepts Franchising Corporation (Re), 2016 BCSC 1581 at paras. 79 and 82; *Ramcoff Productions Management Ltd. v. Lesmur Enterprises Ltd.*, [1997] BCJ No. 1028 (SC) at paras. 43-44

- b) Second, the Strata Corporation claims a total of 30 tariff units in respect of steps which are likely to never occur (costs of appearing before a registrar to settle a costs order, costs of subpoenaing witnesses, costs of responding to a notice to admit, etc.), claims additional units at the high end of the spectrum without any stated justification, and claims a large aggregate total for disbursements without any breakdown of how that total is reached.

47. Taking the above into account, 573 has put forward what is says is an appropriate draft bill of costs, which totals \$39,831.40.

Affidavit #1 of Alice Tsui, Ex. "F", Draft Bill of Costs of the Strata Corporation,
prepared by 573

48. The above figure should then be discounted, in three respects, to arrive at an appropriate quantum of security for costs.

49. First, dollar-for-dollar security for costs is generally not awarded. "This reflects the reality that the quantum of security claimed will always be based on an estimate and it may be appropriate to discount the estimate for the prospects of settlement." After arriving at an appropriate quantum based on the Strata Corporation's tariff costs and disbursements, that amount should be discounted to reflect the possibility of settlement.

Huang v. Silvercorp Metals Inc., 2017 BCSC 273 at paras. 47 and 52

50. Second, if the Strata Corporation's counterclaim is dismissed, 573 will have an entitlement to the costs of defending that claim. There is no evidence that the Strata Corporation would have any ability to pay such an award – and the fact that the Strata Corporation is already in liquidation

suggests strongly that such a costs award would go unpaid. That possibility should give rise to a set-off against any award of security for costs made against 573.

51. Third, and relatedly or in the alternative, the Strata Corporation's counterclaim – and the degree to which that counterclaim is intertwined with 573's claim – is a basis to discount the quantum of any award of security for costs:

... because the counterclaim would likely complicate and extend the proceeding, it should be considered in determining the quantum of security. ...

If the court is satisfied that an order for security for costs will not stifle the plaintiff's action, the existence of a counterclaim should not result in the dismissal of the application for security. The existence of the counterclaim is, however, a proper factor to consider in determining the amount of security that should be posted.

Parkbridge Lifestyle Communities Inc. v. New West Custom Homes (Kelowna) Inc., 2022 BCCA 299 at paras. 61-67 and 70 (paras. 66 and 70 excerpted)

52. Thus, 573 says that, taking the above discounts into consideration, it would be appropriate to order that 573 post \$37,500 of security for costs for the costs of all defendants. That is the figure which 573 proposed on January 22, 2024.

53. Finally, to the extent any security is awarded, it should be ordered to be posted in accordance with a schedule. In its January 22, 2024 proposal, 573 suggested that one third of the security be posted within 30 days of an agreement, one third be posted within 14 days of the Strata Lot Owners filing their response(s) to civil claim, and one third be posted not later than the later of (i) 60 days before the first day of trial or (ii) two days following the completion of a trial management conference, if one is scheduled to occur less than 60 days before the first day of trial.

54. Such a staged order is a fair and appropriate way in which to not unduly prejudice 573's ability to advance this action beyond its infancy.

Wheatland Industrial Park Joint Venture v. Soo, 2016 BCSC 508 at paras. 69 and 75;
Water Street Profile Services Inc. v. Kelowna Sustainable Innovation Group Ltd., 2019 BCSC 324 at paras. 59-60

C. Costs of This Application

55. There is no basis asserted in the Notice of Application for the order sought by the Strata Corporation that the costs of this application be payable forthwith and in any event of the cause.

Nor does any such basis arise. There is no reason to depart from the usual rule that any costs award should be made in the cause.


PART 6: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Alice Tsui made January 26, 2024.
2. The pleadings and proceedings filed herein.
3. Such other material as counsel for the plaintiff may advise and this Court may permit.

573 has filed in this proceeding a document that contains 573's address for service.

This matter is not within the jurisdiction of an associate judge.

Dated: January 29, 2024

for 

Lawyer for 1038573 B.C. Ltd.
Craig P. Dennis, K.C. / Ray Power

THIS APPLICATION RESPONSE is prepared and delivered by Craig P. Dennis, K.C. and Ray Power, of the firm Dennis James Aitken LLP, whose place of business and address for service is 800 – 543 Granville Street, Vancouver, BC, V6C 1X8, Telephone: 604-659-9479, email: cdennis@djacounsel.com and rpower@djacounsel.com