



**ROBINS APPLEBY**  
BARRISTERS + SOLICITORS

**LEGAL  
PULSE**  
SUMMER 2023

## NEWS



### TIPS FOR PREVENTING TITLE AND MORTGAGE FRAUD

BY ELLAD GERSH

The purchase of a condominium is often the first foray into home ownership for many Canadians. Gaining a toehold in Canada's hottest housing markets is no easy feat; it is the product of good investment decisions, scrimping and saving, and often requires financial assistance from family.

As real estate values have skyrocketed in the past five years, especially in Canada's major cities, so too have cases of mortgage fraud. In fact, mortgage fraud has recently gained national media exposure from a series of news reports by the CBC. Picture this scenario: you have just returned to your Toronto condo after a lengthy sabbatical only to discover that your key doesn't fit in your front door. You are then met by complete strangers, who believe themselves to be the rightful owner of your condo and have the legal documentation to prove it.

#### THERE ARE TWO TYPES OF REAL ESTATE FRAUD THAT ARE ON THE RISE IN THE PAST 12 MONTHS:

Fraudsters impersonate individual homeowners and use stolen IDs to sell or mortgage properties. The mortgage or sale happens quickly and the fraudulent proceeds are dissipated outside the jurisdiction almost immediately. The CBC recently reported that a handful of

organized crime syndicates are behind these real-estate frauds, in which 30+ homes in the GTA have either been sold or mortgaged without the owners' knowledge.

Fraudsters dupe unsuspecting homeowners into registering one or more mortgages on their properties at "cut rates." The victims of these frauds are normally part of a vulnerable group of homeowners who cannot qualify for a loan from a Schedule I bank. The unsuspecting homeowners end up with one or more mortgages registered on title to their properties on terms they never agreed to while failing to receive some or all of the mortgage proceeds advanced by the lender.

So, how do condo owners protect themselves and their biggest investment from being victims of title fraud or mortgage fraud? Here are some practical tips:



## 1. TITLE INSURANCE

Title insurance is an insurance policy covering the condition of title or ownership of real property and protects homeowners (and lenders) against losses related to the property's title or ownership, including certain types of mortgage fraud involving identity fraud or impersonation. For a one-time, up-front premium, typically in the range of \$200 to \$500, title insurance provides homeowners and lenders with some peace of mind against title defects outlined in the policy including fraud and forgery. Your title insurance policy will protect you as long as you own your property and will cover losses up to the maximum coverage set out in the policy. It may also cover most legal expenses related to restoring your property's title.

Lawyers strongly recommend to their clients to purchase title insurance when purchasing or financing their home. Title insurance policies can also be purchased by existing homeowners who did not purchase title insurance on their original acquisition. This is particularly advisable where the subject property is mortgage free.

There are four title insurance companies in Canada: Stewart Title, First Canadian Title, Chicago Title Canada, and TitlePLUS, operated by the Law Society of Ontario (LSO).

## 2. PROPERTY SEARCHES

If you have any concerns or suspicions that something improper may be occurring to your condo or home, for a nominal fee you can pull a parcel register of your condo PIN [property identifier number] through your province's land registry office, providing you with a snapshot of ownership and all charges registered on title to the property. The parcel register can be accessed by your local real estate lawyer through Teranet or on your own online through OnLand Help Centre.

## 3. NOTIFY OTHERS OF ANY EXTENDED ABSENCES

If you're going out of the country, for an extended period or even for vacation (and your condo will be vacant), you should notify people whom you trust. They can check up on your condo while you are away and notify the property manager or police if they notice any suspicious activity while you are absent. Fraudsters who steal property titles generally do not list a property on the MLS service, but your neighbours or family members may notice suspicious activity around your condo while you are away. You can also set up a "Google Alert" through your Gmail address. If your condo is listed on MLS, you will get an alert within an hour.

## 4. PROTECT YOUR IDS AND YOUR SIGNATURES

The rules of professional conduct require lawyers to verify the identity of clients in certain circumstances. However, lawyers may also be the victims or the vehicle of mortgage schemes involving stolen identification especially when the lawyer does not actually meet with the client in person. In order to minimize the risk involved in mortgage fraud and impersonation, never give out your government issued photo ID.

Be very careful whom you share your SIN (social insurance number) with. Fraudsters will often only use your SIN, obtained under false pretences or through identity fraud, to open new bank accounts in your name without your knowledge. They can then use the bank account to deposit and disburse fraudulently obtained funds including mortgage advances.

Lastly, do not sign any documents without fully understanding them or having a lawyer explain those documents to you. Fraudsters often prey on unsophisticated peoples or those with language barriers to perpetrate mortgage fraud. Title insurers may not be invalid where the homeowner signed the documentation used to register a mortgage, even if the homeowner did not understand or appreciate the legal significance of those documents.

## 5. CHECK YOUR CREDIT REPORT

Reviewing your credit report can help you find out if someone has opened unauthorized financial accounts in your name. There are two credit reporting agencies in Canada: Equifax Canada and TransUnion Canada.

## 6. GUARD YOUR PRIVACY THROUGH THESE PRECAUTIONS

Do not give out personal information on the phone, through email or text to people you suspect may be posing to conduct research, surveys, contests, and so on while harvesting your personal information. Unless you have initiated the transaction, do not give out any personal information. Make sure you know and trust your real estate brokers, real estate agents, lawyers, and bank employees. Google everyone: do they have a LinkedIn profile? Who else are they connected to? A Facebook profile? Are the photos the same? Check out Google Reviews, too. Invest in a cross-cut paper shredder. Shred receipts, bank statements, bills from utilities, copies of credit applications, insurance forms, physician statements, and unsolicited credit offers you get in the mail. Fraudsters still "dumpster dive" and rummage through blue recycling bins because enough people remain lackadaisical about safeguarding their personal information. Lastly, minimize the identification cards you carry with you. Lost or stolen ID cards are useful to fraudsters to perpetrate identity theft.

## 7. PAY ATTENTION TO YOUR BILLING CYCLES

Follow up with creditors if your bills don't arrive on time. Stolen bills are another source used by fraudsters to steal your identity.

*Be sure to check out Ellad's follow-up article: "What to do next if you're the victim of title or mortgage fraud" on our website.*





## LANDMARK RULING: PARTIAL LIFT OF STAY ALLOWS IMMEDIATE PAYMENT OF \$1.8 MILLION JUDGMENT

BY DAVID TAUB AND SAMUEL MOSONYI

In Ontario, a party that successfully obtains a judgment for the payment of money by a defendant is unable to collect payment if the defendant appeals that judgment. Once an appeal is launched from that judgment, the obligation of the defendant to pay the plaintiff is “stayed”, meaning that the judgment is not payable until after the appeal is completed. The stay rule makes sense because if an appeal succeeds then the amount payable under the judgment will no longer be payable.

However, the time and expense of litigating means that the stay rule can result in hardship for the party holding the judgment. The hardship is exacerbated by a backlogged court system where an appeal can cause considerable additional delay and expense for a party that already had to spend money and wait years to obtain a judgment. This creates unfair leverage for a defendant who is willing to make use of the appeal process and can then offer to settle by making immediate payment of a discounted amount.

In some limited circumstances, the court will ameliorate this unfairness by lifting the automatic stay, either completely or in part.

Robins Appleby lawyers David Taub and Samuel Mosonyi successfully argued a motion before the Ontario Court of Appeal and obtained an order partially lifting the stay with the result that \$1.8 million of the judgment was immediately payable. The issue arose from a dispute over the valuation of a family company owned by two separated spouses. At issue in the trial was both the valuation of the company, as well as the parties’ respective ownership interests in the company. The husband claimed that the wife owned 30% of the company while she claimed that she owned 50%. The husband relied on company records that he alone had controlled, while the wife relied on payment of dividends which had always been equal.

Ultimately, the wife succeeded in establishing that she owned 50% of the company. The Trial Judge also selected a value that was higher than the husband’s claimed value, thus awarding the wife \$5.4 million.

Notwithstanding that the husband conceded that he would at least be ordered to pay \$1.8 million to the wife, he did not do so after the trial judgment was released. The husband appealed the decision arguing that the Trial Judge erred in finding that the wife owned 50% of the company and over-valued the company.

Mr. Taub and Mr. Mosonyi argued, on behalf of the wife, that it was improper for the husband to pay her nothing as his best case on appeal would still require him to pay at least \$1.8 million for her shares. The husband opposed this position, arguing that the stay should remain in place under the usual rule.

A single judge of the Court of Appeal heard the motion and lifted the stay in the amount of \$1.8 million in favour of the wife, after considering three factors that are commonly considered in cases where a party seeks to lift a stay:

1. Financial hardship
2. Ability to repay
3. Merits of the appeal

This order was the largest amount for which a stay pending appeal has ever been lifted in Ontario. The husband appealed this decision to a 3-judge panel of the Court of Appeal. The review panel upheld the decision of the motion judge, but said that they would have decided for the wife at first instance simply because liability was not disputed and there was a minimum amount that the wife would receive on appeal, even if the husband was successful. Ultimately, common sense prevailed and a clear precedent now exists for parties in a position similar to the wife’s.



## HOUSING AND BILL 97

BY KAVITA PANDYA AND JOHN FOX

On April 6, 2023, two key measures were announced as part of a series of legislative changes aimed at supporting Ontario's Housing Supply Action Plan. The first is the introduction of *Bill 97 – Helping Homebuyers, Protecting Tenants Act, 2023* (“**Bill 97**”) which is an extension of the Government's ongoing efforts to address the housing crisis and build 1.5 million homes by 2031. The second is the publication of the New “Draft Provincial Planning Statement”.

The Robins Appleby Housing Group would like to underline three changes of interest to housing providers and advocates.

### 1. CHANGES WITH RESPECT TO THE RENTAL REPLACEMENT REGULATIONS

Bill 97 builds on the singular change relating to Rental Replacement included in *Bill 23 – The More Homes Built Faster Act* (“**Bill 23**”) which came into force in the fall of 2022. Bill 23 permits the Minister of Housing to make changes to regulations imposing limits and conditions on municipalities' authority to adopt rental replacement policies, which regulate the demolition or conversion of rental properties of six units or more.

Bill 97 expands on this regulation-making power. The changes aim to regulate matters such as: (i) setting up minimum requirements for landowners to give tenants the option to rent a 'replacement unit'; (ii) setting rules regarding the type of compensation required for displaced tenants; (iii) prescribing minimum requirements for landowners to build replacement units; and (iv) limiting municipalities from imposing minimum square footage requirements for replacement units. By implementing these proposed changes, the provincial government intends to create a balanced framework around municipal rental replacement by-laws.

Taken together, there is still no way of knowing what kind of regulatory framework will end up being implemented. Indeed, feedback is presently being sought. However, the introduction of provisions that appear to create a payment-in-lieu option suggest that the government is open to the concept of a developer buying their way out of rental replacement, rather than banning the practice altogether. To state the obvious, the geographic benefits of rental replacement—keeping affordable units in diverse parts of the City—would be lost, should that be the case. In addition, it's hard to see the government seeking to impose the cost of replacing a unit on a developer,

Commensurate changes have also been made to the *Municipal Act*, so that all municipalities are expected to be similarly impacted.

### 2. ENHANCED TENANT PROTECTION UNDER THE RESIDENTIAL TENANCIES ACT, 2006 (THE “RTA”)

Changes proposed under the RTA revolve around strengthening tenant protection during eviction due to demolition, extensive renovations, conversion or personal use by the landlord

Changes under section 50(3) of the RTA propose an additional requirement for a landlord seeking to evict a tenant as a result of repairs and renovations. The landlord would now need to obtain a report prepared by a qualified person stating that the repairs/renovations are so extensive as to require the unit to be vacant before issuing a notice of termination. Failure to meet this requirement will render the notice void.

Landlords are also now required to provide the tenants an estimate of when the unit will be ready for occupancy and inform them (in writing) of any known delay in occupancy of the unit. Failure to comply with the notice requirements is deemed to constitute a failure to have afforded a right of first refusal to re-occupy under Section 53(1) of the RTA.

Another change proposed under Bill 97 is the introduction of a new subsection, which provides that if none of the specified persons under section 48 (usually the landlord itself or a relative) occupy the rental unit within the prescribed period of time after the former tenant vacates the rental unit, it is presumed that the landlord gave the notice of termination in bad faith, unless the contrary is proven on a balance of probabilities.

These changes aim to enhance tenants' rights under the RTA against wrongful termination. This is augmented by the fact that the penalty for non-compliance is being doubled to \$100,000 for individuals and \$500,000 for corporations.

### 3. REMOVAL OF THE TERM “AFFORDABILITY” UNDER THE NEW DRAFT PROVINCIAL PLANNING STATEMENT

To increase the housing supply and help speed up planning approvals, the government is proposing to combine the existing *Provincial Policy Statement* (the “**PPS 2020**”) with *A Place to Grow: Growth Plan for the Greater Golden Horseshoe* (the “**Growth Plan**”) into a single document called the *Draft Provincial Planning Statement* (the “**PPS 2023**”).

The term “affordability”<sup>1</sup> is defined in PPS 2020 in terms of income for both rental and ownership housing. PPS 2023 proposes to remove “affordability” as a defined term. In so doing, the government is making the PPS 2023 consistent with its choice to define affordability relating to market rents and sales, rather than income. This aligns with the proposed revision to the inclusionary zoning regulation introduced in Bill 23, and changes to the *Development Charges Act*, which set the affordable prices/rents at 80% of the average resale purchase price or average market rent.





# EMPLOYERS BEWARE: EMPLOYMENT CONTRACT PITFALL

BY BARBARA GREEN

In *Tarras v. The Municipal Infrastructure Group Ltd.*, the Ontario Superior Court of Justice held that an unenforceable termination provision entitled the terminated employee to payment of the balance of a fixed 3-year term employment contract.

Equally important, the termination clause in the employment agreement contained subsections addressing terminations “for cause” and “without cause.” The court held that the “for cause” subsection of the employment agreement violated the *Employment Standards Act* (ESA), rendering all clauses in the employment contract void and unenforceable.

In its decision, the Court cited the landmark *Waksdale v. Swegon North America Inc.*, 2020 (ONCA 391) decision from the Ontario Court of Appeal.

In short, the invalid “for cause” provision rendered the entire termination clause unenforceable.

The employee was awarded \$479,166.67 in damages. He was also awarded outstanding vacation pay and incentive compensation as well as benefits that represented almost two years of the entitlements of his 3-year employment agreement.

The Tarras decision is a timely reminder for employers about the risks of entering into a fixed-term employment agreement with an executive, or other senior level employee, where it may not be necessary. Damages for the termination of a fixed-term employee can get expensive.

## POOR WORDING OF THE EMPLOYMENT AGREEMENT

The plaintiff, Mark Tarras, was a professional engineer and one of the former owners of The Municipal Infrastructure Group Limited (TMIG). In December 2019, Tarras and the other former owners of TMIG sold their interests in the company via a share sale to T.Y. Lin International Canada Inc.

During the sale, Tarras negotiated an employment agreement with the new owner of the company and accepted the role of vice-president for a gross base salary of \$250,000 per year, plus performance bonus, benefits, and vacation pay.

Notably, the employment contract was drafted with the participation of the plaintiff Tarras and his legal counsel and included “for cause” and “without cause” provisions for early termination of the agreement.

The employment contract was for a fixed 3-year term ending on December 2, 2022. But on November 25, 2020—just 13 months into the term—the company terminated Tarras “without cause” effective December 31, 2020.

Further, the court noted, in addition to permitting TMIG to dismiss Tarras without cause, the contract also provided for termination—without notice or severance pay—in the event of cause.

*Ontario Regulation 288/01* stipulates that an employer cannot terminate employment without notice or severance pay unless the employee is “guilty of wilful misconduct, disobedience or wilful neglect of duty that is not trivial and has not been condoned.”

Meanwhile, the “for cause” language in Tarras’ employment agreement was defined as:

- the repeated and demonstrated failure on [the employee’s] part to perform the material duties of his/her position in a competent manner, which [the employee] fails to substantially remedy within a reasonable period of time after receiving written warnings and counseling from TMIG;
- engaging in theft, dishonesty or falsification of records;
- the wilful refusal to take reasonable directions after which [the employee] fails to substantially remedy after receiving written warnings from TMIG; or
- any act(s) or omission(s) that would amount to cause at common law.

Tarras sued TMIG for breach of contract and wrongful dismissal.

On a motion for summary judgment, the Court granted judgment in favour of Tarras, and awarded damages of \$479,166.67 on the balance of the 23 months left of the 3-year term of the employment contract.

## THE COURT’S DECISION ON TARRAS v. TMIG AND REASONING

The dispute concerned the enforceability of the termination clause contained in the employment agreement which purported to limit the plaintiff’s rights to his statutory entitlements.

In addition to permitting TMIG to dismiss the plaintiff without cause, the agreement also provided for termination without notice or severance pay “for cause,” defined in a manner that went beyond the scope of the limited exceptions under the *Employment Standards Act*.

The Court found the “for cause” language in the employment contract contravened the ESA.

Relying on the Ontario Court of Appeal’s decision in *Waksdale v. Swegon North America Inc.*, the Court held that the unenforceable “for cause” provision subsequently rendered the

entire termination clause under the agreement void and unenforceable.

The Court decided that the sophistication of the parties and the fact that legal counsel by Tarras was retained during the course of negotiations were “subjective considerations,” which should not be given any weight when assessing statutory compliance of the ESA.

The Court also found it irrelevant that the parties did not rely on the unenforceable provisions. Rather, the plain wording of the termination clause in an employment agreement, and whether the wording contravenes the minimum standards under the ESA, is the approach that courts will adopt in assessing whether a termination clause is enforceable.

The Court held that, in the absence of an enforceable early termination clause, a fixed-term employment agreement obligates an employer to pay an employee to the end of the term. This obligation is not subject to any duty on the employee’s part to mitigate.

As a result, the plaintiff was awarded his remaining 23 months of salary and other entitlements under his employment agreement.

## 5 LESSONS FOR EMPLOYERS IN DRAFTING EMPLOYMENT CONTRACTS

Ontario Courts have continued to adopt the strict and technical approach in the *Waksdale* decision when assessing the enforceability of termination clauses. This means:

1. Employers must adhere to the ESA’s minimum standards in drafting termination provisions in employment contracts.
2. An employee—even a sophisticated and seasoned executive with the assistance of legal counsel—cannot waive his/her rights to minimum employment standards set out in ESA in an employment contract. In other words, employers cannot “contract out” of the ESA.
3. The wording in each provision of an employment contract should be carefully reviewed. One wrong word, or one misplaced word, can void a termination clause.
4. The Tarras case serves as a warning to employers about the dangers of fixed-term employment contracts in the event of an unenforceable termination provision. With a fixed-term contract, employers may be taking on additional liability. Employers may be better off entering into an indefinite term employment agreement.
5. Unlike an indefinite term contract, employees do not have an obligation to mitigate their damages under a fixed-term contract after a without cause termination.

*Barbara Green is a commercial litigator and partner at Robins Appleby LLP, specializing in compensation packages for C-level executives.*





## EXPLICIT, CLEAR AND DIRECT LANGUAGE MUST BE USED TO CONTRACT OUT OF THE SALE OF GOODS ACT

BY BRADLEY GOULD

The decision rendered by the Ontario Court of Appeal in *Pine Valley Enterprises Inc. v Earthco Soil Mixtures Inc.* 2022 ONCA 265 provides a cautionary tale for those drafting contracts for the purchase and sale of goods in Ontario that are looking to contract out of the statutory conditions contained within the *Sale of Goods Act* R.S.O 1990, c. S.1 (the “SGA”).

In Ontario, commercial transactions involving the sale of goods are governed by the SGA. The SGA contains provisions that prescribe the formation of contracts, as well as ascribing certain allocations of risk. One such example is Section 14 of the SGA, the provision that lies at the heart of the decision in *Pine Valley*, which establishes an implied condition to all contracts for sale of goods by description, that the goods being sold will correspond with the description given to them by the vendor.

The Ontario Court of Appeal was tasked with determining whether an exclusion clause was effective in opting out of Section 14 of the SGA. Pine Valley Enterprises Inc. (“PVEI”) had purchased “R Topsoil” from Earthco Soil Mixtures Inc. (“Earthco”). R topsoil was to be of a specific composition to fit specifications that PVEI needed to properly fulfill a contract. After taking delivery and using the topsoil, it became apparent that the topsoil was not the proper composition, and at their own expense, PVEI removed the topsoil and replaced it. They then commenced an action against Earthco to recover their costs of removal and replacement.

Earthco argued that it was not responsible for providing the wrong topsoil as there was an exclusion clause in the contract for purchase and sale that stated that if PVEI waived its right to test the goods before taking delivery, then Earthco was not responsible for the quality of the product. PVEI had not tested the product, therefore Earthco claimed they were protected from liability by the exclusion clause.

The Trial Judge ruled in favour of Earthco, stating that although the sale was a sale by description, the exclusion clause protected it from liability. PVEI appealed the decision. The Court of Appeal accepted the appeal, and reversed the decision of the trial judge.

The Court of Appeal stated that the Trial Court had correctly identified that the sale contemplated in the contract was a sale by description, and not by quality. Under the SGA, this meant that the vendor had to deliver the goods as described by the contract, and the identity of the goods had to match that description. The Court of Appeal then went on to state that the Trial Judge had erred in deeming the exclusion clause as effective in contracting out of Section 14 of the SGA. The exclusion clause read as follows:

*[Pine Valley] has the right to test and approve the material at its own expense at our facility before it is shipped and placed. ... If [Pine Valley] waives its right to test and approve the material before it is shipped, Earthco Soils Inc. will not be responsible for the **quality of the material** once it leaves our facility.” [emphasis added]*

The Court of Appeal determined that the exclusion clause was not effective in opting out of Section 14 of the SGA. The exclusion clause made mention to the quality of the goods and not

the description or identity of the goods. Since the contract was one by description, and Section 14 of the SGA provides protection for parties that receive goods that do not match the description they are given in the contract, the exclusion clause did not apply.

Earthco also argued that while the language may not have been clear, the intention of the parties was to insulate Earthco from liability if the goods were not what PVEI expected. The Court of Appeal refused this line of reasoning. The Court of Appeal warned that broad exclusionary language is not sufficient in limiting liability under the SGA. The exclusion clause must use explicit, clear and direct language to exclude a statutory condition implied into a sale agreement by the SGA, and at a minimum, must refer to the specific type of legal obligation that the parties wish to include. For example, an exclusion clause that makes reference to warranties, rather than statutory conditions, will not be explicit enough to opt out of the SGA. The Court of Appeal stated that the legal meaning of explicit, clear, and direct language in this context meant, at the very least, that the language must refer to the type of legal obligation implied by the SGA—reference to a different type of obligation would not suffice. The exclusion clause in dispute did not meet this criteria.

In addition, the Court of Appeal went on to explain the method that courts should use when looking at the factual matrix of a contract in situations such as this—when trying to determine if a statutory condition prescribed by the SGA has been contracted out of. The Court stated that, although the goal of contractual interpretation is to glean the objective determination of the intention of the parties based on the language used in light of the factual matrix, that determination in the context of opting out of a statutory condition had to proceed on the basis that in a sale by description, the parties are legislatively deemed to have the intention to include the statutory condition as to identity over and above any other obligations to each other that they may have included in their agreement. It is not enough for the language in light of the factual matrix to indicate in some sense that the seller wants to be responsible only in certain circumstances.

This decision tells a cautionary tale for contract drafters. Parties will only be deemed to have opted out of statutory conditions in the SGA if they use clear and direct language, and specifically mention the type of statutory protection they are opting out of. Any exclusion clauses that fall short of these standards will not be given the benefit of the doubt through broad interpretation of the factual matrix of a contract.







## SUCCESSFUL CONDOMINIUM LAUNCH OF LSQ1 BY ALMADEV

The team of real estate partner, Leor Margulies, senior associate, Rachel Puma, and senior condominium law clerk, Audrey Weaver, were thrilled to be part of the team assisting the Almadev Group in completing a very successful launch of LSQ1, the first residential tower at North York's revolutionary new community located at Victoria Park and Sheppard within the Consumers Road Business Park. The LSQ master-planned community by Almadev is intended to transform the 15-acre Lansing Square in North York. The new community is anticipated to consist of several phases of five new mixed-use residential developments with retail components that will complement the existing office towers, the two new commercial/office buildings and the new central 1.2 acre park too.

The 462-unit, 43-storey LSQ Living – Tower 1 was launched in March of 2023 to brokers, the majority of the units were sold at a time where large condominium launches in Toronto were being delayed. As a result of the vast success of LSQ1 and the significant demand, Almadev is gearing up to release the second building at LSQ shortly. Robins Appleby is proud to assist the Almadev team on this exciting new project.



## FINANCING OF HIGH-SPEED TELECOMMUNICATIONS INFRASTRUCTURE CONTRACT

Leor Margulies and Ladislav Kovac, partners in the Commercial Real Estate and Development Group, represented Bank of Montréal in closing a \$48M construction financing facility for the installation of high-speed telecommunications infrastructure as part of Ontario's Accelerated High-Speed Internet Program. The financing included the negotiation of an agreement between the Ministry of Infrastructure, the borrower, and the lender to govern each party's rights in connection with the infrastructure to be installed.



## HOUSELINK AND MAINSTAY MURA-FUNDED ACQUISITION OF 194 VAUGHAN ROAD

Managing partner and head of the affordable housing group, John Fox, and senior associate, Rachel Puma, assisted Houselink and Mainstay Community Housing on their acquisition of a 3-storey, 22 unit apartment building at 194 Vaughan, Toronto. Houselink and Mainstay Community Housing have committed to maintaining the average affordability across the units at no more than 80% of average market rents for the next 99 years.

The acquisition of 194 Vaughan was partially funded through the City of Toronto Multi-Unit Residential Acquisition (MURA) Program, which provides forgivable loans that secure 99 years of affordability for these rental units. Earlier this year, the City of Toronto launched its second annual Request for Proposals for the MURA program with \$21.5 million in City funding and incentives available to qualified non-profit housing providers. John and Rachel are thrilled to be assisting various clients with their MURA-funded acquisitions.

# ANNOUNCEMENTS

1



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**FAYE KRAVETZ  
PARTNER**

## FAYE KRAVETZ, TEP DESIGNATION

Congratulations to Tax Partner, Faye Kravetz, for receiving full membership with STEP Canada as a Trust and Estate Practitioner (TEP). The prestigious TEP designation distinguishes qualified practitioners from non-specialists and we are so proud of Faye on her achievement.

Faye has experience with both planning and dispute resolution in multiple areas of domestic and international taxation, including transactional matters, estates, non-profit, and charities. Having previously worked at the CRA, Faye brings a unique blend of insight and knowledge to her practice.

## 2 CONGRATULATIONS TO JOEY JAMIL AND KYSTRA RYAN



We are thrilled to announce the outstanding achievements of two remarkable individuals from our litigation team in Forge Recruitment's 5th Annual Professional Awards. First, we proudly congratulate Joey Jamil for winning the prestigious award for Outstanding Lawyer. Joey's unwavering dedication to his clients, exceptional legal expertise, and commitment to excellence have set him apart in the legal field.

Next, we extend our heartfelt congratulations to Kystra Ryan for receiving the award for Outstanding Law Clerk/Paralegal. Her dedication to providing top-notch assistance and her passion for the legal profession truly set her apart.

These awards not only recognize Joey and Kystra's individual accomplishments but also highlight the exceptional talent and dedication within our firm. We are honoured to have such exceptional professionals on our team, and their success reflects the high standard of excellence we strive for at our firm.





## LAWYER SPOTLIGHT ON CHARLIE KIM

**Q) *Q) How long have you been with Robins Appleby and what has your career path looked like here?***

A) I joined Robins Appleby as an associate in the Business and Transactions Group in October 2015 and was admitted as a partner in January 2019. I am in my 8th year at the firm and have gained a few grey hairs along the way.

**Q) *What would you say has been the highlight of your career so far? And life?***

A) I don't know if I can pinpoint to any particular event as the highlight of my career. In my mind, the highlight of my career so far has been the opportunity to grow with this firm and with my amazing colleagues who I have developed strong friendships with over the years. As for life, that is an easy choice; I would definitely have to say that the birth of my two daughters!

**Q) *What are three items you can't imagine living without?***

- A) 1. Netflix—I'm eagerly awaiting the premiere of Squid Game 2.  
2. GPS—I have no sense of direction so I would be totally lost without my GPS. You could spin me around the office and I wouldn't know where I am.  
3. New Balance 990—It's both stylish and comfortable on your feet.

**Q) *What hidden talents do you have?***

A) I can change diapers very quickly with minimal mess. That's no easy task.

**Q) *If you could have another career, what would it be***

A) I would "try" something completely different than the practice of law. I would own a coffee shop and work as a barista.

**Q) *What is your go-to restaurant/eatery in the city?***

A) Reds Wine Tavern. It's my go-to restaurant for lunch meetings in the city. The food is always consistently good and the service is exceptional. Otherwise, Cotolet which is in Richmond Hill. They serve the best Tonkatsu in town. If you know, you know.

**Q) *What do you enjoy most about being a lawyer?***

A) I enjoy the fact that there are always new issues that come up on a file where you get to stretch your brain. It is a joy to work with our clients and other advisors to identify and solve complicated issues. There's never a dull moment.

# PRACTICE AREA HIGHLIGHT



## WILLS AND ESTATES GROUP

Estate Planning requires not only a firm grasp of the complex laws of taxation, trusts, and estates, but also a deep understanding of a family's needs and desires.

Having over 50 years of experience in providing guidance to High-Net-Worth and Ultra-High-Net Worth families, we are confident that we can structure an estate plan that works for you. We will guide you in developing your legacy and ensure that it is properly documented so that it can be carried out according to your wishes. We make it our job to ensure that you receive the advice you need when you need it, with regular communications from our team. It's this personal touch that sets us apart.

Contact our Wills and Estates team today.

## EVENTS



## LIGHTS, CAMERAS, POKER!

Our Annual Texas Hold'em Tournament was held on June 8, at the One King West Hotel and Residences. With close to 100 attendees it was a fun night filled with great company, spectacular food, drinks and an exciting game of cards.

Congratulations to our 2023 Poker Champions:

**David Shubs**  
**Lyle Jones**

**Jay Mintz**  
**Lauren Schwartz**

# COMMUNITY INVOLVEMENT

## THE SHOEBOX PROJECT

On March 8th, we celebrated *International Women's Day* by participating in a meaningful initiative. This year's theme was **Every Woman Counts** so we came together as a team and packed 30 shoeboxes for **The Shoebox Project**, a remarkable charity that supports women in need. These shoeboxes were filled with daily essential items to provide comfort and support to women facing challenging circumstances. The Shoebox Project's mission deeply resonated with us, and we were honoured to contribute to their cause.



## BIKE FOR BRAIN HEALTH

Robins Rockets, our firm's exceptional team, took part in the Baycrest Bike for Brain Health Charity ride on Sunday, June 4th. This dedicated group of individuals embarked on a mission to support a cause close to their hearts, and their efforts were truly remarkable. With their unwavering determination and passion, they not only achieved but surpassed their team goal of raising \$10,000. In fact, Robins Rockets managed to raise an astounding \$21,237, making an extraordinary impact on brain health initiatives. The day of the event was blessed with perfect weather, adding to the overall joy and enthusiasm of the team. Together, they pedaled their way to success, leaving a positive mark on the community and making a real difference in the lives of those affected by brain health challenges.

## PRIDE MONTH CELEBRATIONS

We are thrilled to share how we celebrated Pride Month in the office! To show our support and solidarity with the 2SLGBTQ+ communities, we organized a delightful Pride-themed event featuring delicious Pride cupcakes and cookies. The vibrant colours and flavours mirrored the diversity and inclusivity we celebrate during this special month. But our celebration didn't stop there. We also made a meaningful contribution to The 519, a City of Toronto agency and registered charity dedicated to promoting the health, happiness, and full participation of the 2SLGBTQ+ communities. By donating to this incredible organization, we are actively working towards creating a more inclusive and equitable society. We are proud to stand with the 2SLGBTQ+ communities and look forward to continuing our support and advocacy throughout the year. Together, we can make a positive difference!

