COURT FILE NO.: CV-26-00003608-0000

SUPERIOR COURT OF JUSTICE – ONTARIO

7755 Hurontario Street, Brampton ON L6W 4T6

RE: ROYAL BANK OF CANADA, Plaintiff

AND:

COMFORT & EASE CANADIAN TEXTILE INC., Defendant

BEFORE: Justice M.T. DOI

COUNSEL: NEMERS, JEREMY,
DELFINO, CRISTIAN, for the Plaintiff
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HEARD: July 24, 2026, in person

ENDORSEMENT

[1] The applicant seeks to appoint a receiver over the property of the respondent debtor, who did not respond to the proceeding or appear at today's return although duly served and notified.

[2] I find that the respondent debtor is indebted to the applicant in respect of certain credit facilities secured by a general security agreement registered under the *PPSA* in favour of the applicant, among other things. As of January 26, 2026, the debtor owed the applicant $941,907.90 for principal and accruing interest, plus costs and expenses, that has not been repaid and for which the debtor has not made alternative repayment arrangements acceptable to the applicant. Since January 2026, the applicant has requested a site visit for an appraisal of its collateral to be conducted, but the respondent declined to allow an appraiser attend its premises and did not respond to subsequent correspondence that sought to arrange for an appraisal.

[3] In the circumstances, and as the applicant is a secured creditor with a specific right under its security to the appointment of a receiver upon default, I find that it is just and convenient to appoint a receiver: *Bank of Nova Scotia v. Freure Village on Clair Creek* (1996), 40 CBR (3d) 274 (Comm List) at para 10; *Elleway Acquisitions Ltd. v. Cruise Professionals Ltd.,* 2013 ONSC 6866 (Comm List) at para 27; *ISpan Systems LP,* 2023 ONSC 6212 (Comm List) at para 31. I accept that the respondent debtor had more than reasonable time to repay the subject

demand loan since applicant issued demand letters in January 2026: *Bank of Montreal v. Carnival National Leasing Ltd.,* 2011 ONSC 1007 at paras 21-22 (Comm List). In the circumstances, I find that the appointment of a receiver is reasonable and necessary for the applicant to protect its interests as a secured creditor to enforce and realize its security.

[4] Unopposed order to appoint receiver to go as signed.

M.T. Doi J.