

SUPERIOR COURT OF JUSTICE – ONTARIO

7755 Hurontario Street, Brampton ON L6W 4T6

RE: ROYAL BANK OF CANADA, applicant

AND:

SHR CARRIER INC.,
RITE CHOICE TRUCK SALES INC.,
NORTH LOAD HAULERS LTD.,
FLEET FIX TRUCK CENTRE INC.,
2848644 ONTARIO INC, respondents

BEFORE: Justice L. Stewart

COUNSEL: DELFINO, Cristian and NEMERS, Jeremy, for the applicant

Email: cdelfino@airdberlis.com

Email: jnemers@airdberlis.com

KLAIMAN, Ian and BOGACKI, Jakob, for the respondents

Email: jbogacki@szklaw.ca

Email: iklaiman@szklaw.ca

HEARD: May 23, 2025, by video conference

ENDORSEMENT

1. Application for appointment of receiver.
2. This matter was first heard on April 17, 2025. On consent, the application was adjourned to May 23, 2025. The adjournment was peremptory on the respondents and the consent order limited the opposition the respondents could make to the application.
3. On May 23, 2025, the respondents sought a further adjournment of two months (despite having consented to the May 23 date being peremptory to them). The respondents argue:
 - a. they are on the verge of securing new financing;

- b. most of the outstanding municipal taxes have been paid;
 - c. The respondents are expecting HST refunds in the near future;
 - d. provided a real estate appraisal which the respondents say should provide RBC with significant comfort; and
 - e. offers to pay RBC \$50,000 a week during the two-month adjournment.
4. RBC opposes the adjournment, arguing that this matter has been ongoing since November, 2024. On January 31, 2025, each debtor consented to the appointment of a receiver as part of a forbearance agreement. On April 17, 2025, the respondents consented to this date being peremptory on the representation that refinancing was imminent. RBC also notes that the arrears of municipal taxes is an ongoing problem, disagrees that the real estate appraisal is sufficient to cover the indebtedness and noted the absence of evidence as to the source of the proposed \$50,000 per week, asking whether the respondents expected RBC to finance those payments.
5. Given the lack of evidence on the last point, the parties were asked to meet in a breakout room to discuss potential terms for a resolution. No terms were reached.
6. The court does have the jurisdiction to grant a further adjournment. However, an adjournment in these circumstances is a discretionary and extraordinary order. I decline to grant an adjournment. The respondents did not provide sufficient evidence to warrant an adjournment. The court's concerns included the following:
- a. There was no real timeline for completion of the outstanding task to determine if alternate financing was available;
 - b. There was no evidence as to why the municipal taxes were not paid (which debt would take priority over the applicant);

- c. There was no evidence as to why the source deductions were not paid (which debt would take priority over the applicant);
 - d. There was no evidence about the source of the @\$400,000 which the respondents proposed to pay at the rate of \$50,000 a week over a two-month adjournment.
7. Having declined the adjournment, the parties agreed that the respondents did not have a substantive response to the application. I therefore signed the draft order.



L.B. Stewart J.

Released: May 26, 2025