Court File No: CV-24-00005880-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

RENSON TRANSPORT LTD.

Respondent

FACTUM OF S&S TRUCK & TRAILER SERVICES LTD.

November 9, 2026

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PART I – OVERVIEW

1. This factum is filed on behalf of S&S Truck & Trailer Services Ltd. ("**S&S**") in response to the motion of msi Spergel inc., as Court-appointed receiver (the "**Receiver**") of Renson Transport Ltd. ("**Renson**"). The Receiver seeks declarations concerning S&S's repairer's and storer's liens over nineteen commercial trucks and trailers (the "**Lien Vehicles**"), the validity of S&S's retention under the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25 (the "***RSLA***"), and delivery of the Lien Vehicles.[1]
2. S&S opposes the requested blanket declaration that no *RSLA* lien exists or existed in its favour against the Lien Vehicles. Its claims arise from repair, maintenance and storage services provided during a longstanding commercial relationship. Whether those services created enforceable liens requires determination of the work, authorization, payment arrangements and possession relating to each vehicle. A defect in a later retention step does not answer those distinct questions.
3. S&S seeks recognition of its liens and ownership interests to the extent established under the applicable statutory requirements. Alternatively, if retention was ineffective or delivery is ordered, S&S seeks preservation of its surviving security and payment claims, with effective protection of the corresponding proceeds. The Court should determine ownership, lien validity, indebtedness and delivery separately, granting no broader declaration than the evidence and statutory consequences support.

[1] Receiver's Motion Record, Volume 2, Draft S&S Order, paras. 1–2.

PART II – STATEMENT OF FACTS

4. S&S operates a commercial truck and trailer repair and maintenance business in Mississauga, Ontario. After identifying duplicated invoice entries totalling $7,277.20, it provisionally adjusted its original $317,687.21 claim to $310,410.01, inclusive of HST. That figure remains subject to reconciliation and determination of which amounts are properly secured, and excludes any additional charges established to be recoverable.[2]

5. Since approximately 2019, S&S provided repair and maintenance services to the Lien Vehicles delivered by or on behalf of Renson. Renson's representatives communicated instructions by telephone, in person and by text.

6. Bikramjit Singh Aulakh ("**Mr. Aulakh**"), a director of S&S, performed and supervised repairs. S&S maintained physical files organized by vehicle identification number ("**VIN**"), containing available invoices, authorizations and related records. Mr. Aulakh explains how those records were maintained and associated with each vehicle.[3]

7. Renson failed to pay the outstanding accounts, and the Lien Vehicles remained in S&S's possession. S&S also asserted storage charges in respect of the Lien Vehicles. On November 11, 2024, S&S issued notices concerning the unpaid accounts and the Lien Vehicles remaining at its premises.[4]

8. In late 2024, S&S retained a bailiff (the "**Bailiff**") to assist with enforcement of its asserted liens. It supplied vehicle and account information and relied on him to prepare the Notices of Intention to Retain, notify relevant parties and attend to ownership transfers.

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[2] Affidavit of Bikramjit Singh Aulakh, sworn October 30, 2026, paras. 1–7 and 30–38 [Aulakh Affidavit].
[3] Aulakh Affidavit, paras. 8–20, Exhibits B–D.
[4] Aulakh Affidavit, paras. 21–29, Exhibits E–F.

9. Nineteen Notices of Intention to Retain were prepared in December 2024, specifying payment deadlines approximately fifteen days after their respective dates. Mr. Aulakh describes the Bailiff's role in preparing and sending the documents, but does not personally confirm every recipient's receipt. The ownership records report registrations between January 2 and January 16, 2025. Their statutory effect remains in issue.[5]

10. By Order dated January 16, 2025 (the "**Receivership Order**"), msi Spergel inc. was appointed Receiver of Renson. The Receiver reports that S&S had been served with the receivership application on December 23, 2024. The Order governs possession and delivery of property and stays enforcement remedies, subject to its terms. The Receiver subsequently investigated and disputed S&S's liens and ownership transfers.[6]

11. S&S has produced repair and storage invoices, authorizations, communications, retention notices, mailing records and ownership documents, together with Mr. Aulakh's affidavit explaining its dealings and records. The Receiver's challenges concern authorization, supporting invoices, storage charges, notice and timing. S&S relies on the responding evidence to answer those challenges and opposes a declaration broader than the vehicle-specific findings support.[7]

12. Table 1 consolidates the dates appearing in the vehicle-specific documents. The authorization column records signed forms associated with the relevant VIN files; the scope of authorization must be assessed with the invoices and Mr. Aulakh's evidence. The

[5] Aulakh Affidavit, paras. 43–68, Exhibits G–J.
[6] Receivership Order dated January 16, 2025, paras. 2–4 and 9–10; First Report of msi Spergel inc., dated October 8, 2026, paras. 26–27.
[7] Aulakh Affidavit, paras. 11–20 and 73–79, Exhibits B–D and K–L; First Report of msi Spergel inc., paras. 32–52; Receiver's Motion Record, Volume 2, Draft S&S Order, paras. 1–2.

table does not establish uninterrupted possession, receipt of statutory notice or expiry of the statutory periods merely from an invoice or permit date.

Table 1[8]

VIN (last 6)	Repair Invoices Timeline	Authorization Signed	Storage Invoice	Notice of Intention to Retain	Ownership Registration
139735	March 24, 2023 – June 11, 2024	Yes	December 14, 2024	December 20, 2024	January 10, 2025
547607	March 9, 2023 – September 12, 2024	Yes	December 14, 2024	December 15, 2024	January 10, 2025
928187	February 28, 2023 – September 21, 2024	Yes	December 14, 2024	December 15, 2024	January 10, 2025
956109	February 25, 2023 – February 28, 2024	Yes	December 14, 2024	December 15, 2024	January 2, 2025
963891	March 28, 2023	Yes	December 14, 2024	December 31, 2024	January 16, 2025
963574	March 6, 2023 – October 29, 2024	Yes	December 14, 2024	December 15, 2024	January 10, 2025
986525	February 24, 2023 – June 26, 2024	Yes	December 14, 2024	December 31, 2024	January 16, 2025
192885	April 15, 2023 – October 17, 2024	Yes	December 14, 2024	December 31, 2024	January 16, 2025
192888	January 10, 2023 – October 30, 2024	Yes	December 14, 2024	December 31, 2024	January 16, 2025
242059	February 18, 2023 – October 4, 2024	Yes	December 14, 2024	December 31, 2024	January 16, 2025
242061	March 27, 2023 – September 14, 2024	Yes	December 14, 2024	December 31, 2024	January 16, 2025
242062	March 24, 2023 – September 21, 2024	Yes	December 14, 2024	December 15, 2024	January 16, 2025
242063	June 2, 2023 – October 28, 2024	Yes	December 14, 2024	December 15, 2024	January 3, 2025
447214	Apr. 13, 2023 – May 22, 2024	Yes	December 14, 2024	December 15, 2024	January 10, 2025
172033	Mar. 11, 2023 – Jul. 10, 2024	Yes	December 14, 2024	December 15, 2024	January 8, 2025
163011	Sep. 30, 2023 – Oct. 18, 2024	Yes	December 14, 2024	December 31, 2024	January 16, 2025
188586	Sep. 12, 2023 – Nov. 1, 2024	Yes	December 14, 2024	December 15, 2024	January 3, 2025
450743	Feb. 27, 2023	Yes	December 14, 2024	December 15, 2024	January 3, 2025
450869	Feb. 3, 2023 – Jan. 27, 2024	Yes	December 14, 2024	December 15, 2024	January 3, 2025

[8] Aulakh Affidavit, Exhibits B–D and F–J; Receiver's Motion Record, Vol. 1, Appendix 5, p. 199 (ownership permit for VIN ending 956109).

PART III – ISSUES

13. The issues on this motion, insofar as they concern S&S, are:

    a. Whether S&S acquired valid repairer's or storer's liens and which of those liens remain enforceable;

    b. Whether S&S validly retained any Lien Vehicle under section 17, having regard to notice, timing and the Receivership Order;

    c. Whether any irregularity in the retention process extinguishes the underlying liens or otherwise deprives S&S of its entitlement to payment; and

    d. Alternatively, whether delivery and realization should proceed subject to preservation of S&S's surviving claims, protection of the corresponding proceeds and directions concerning disputed deductions and distributions.

PART IV – THE LAW AND ARGUMENT

A. S&S ACQUIRED STATUTORY SECURITY FOR THE REPAIR AND STORAGE SERVICES PROVIDED TO RENSON

14. The *RSLA* creates possessory security in favour of repairers and storers who provide qualifying services on the understanding that they will be paid. Under subsection 3(1), a repairer is entitled to a lien for the agreed amount of the repair or, absent agreement as to amount, its fair value.[9] The lien arises when the repair is commenced, subject to the applicable statutory exceptions.[10]

[9] *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25, s. 3(1) [*RSLA*].
[10] *RSLA, supra note 9*, s. 3(2).

15. Section 4 similarly protects a storer who receives an article for storage or storage and repair on the understanding that payment will be made. The lien secures the agreed charge or, absent agreement, fair value.[11] Enforceable security may therefore arise without a separate agreement fixing every charge.

16. In *9806881 Canada Corp. v. Swan* ("***Swan***"), the Ontario Court of Appeal considered whether a repairer's possessory lien could be vacated where authorization for additional repairs and the amount owing remained disputed. The Court held that the application judge had failed to determine the questions necessary to conclude that no lien existed.[12] The Court emphasized that authorization could be established through the parties' communications and that the absence of written authorization was not determinative where the agreement did not require it.[13] The Court restored the possessory lien until further order and directed that the outstanding issues be determined at trial.[14]

17. The same distinction was applied in *USCAN Aviation Sales Ltd. v. Mansfield Heliflight Inc.* ("***USCAN***"). There, the Superior Court recognized a possessory lien over a helicopter notwithstanding a dispute concerning the ultimate amount owing, because Mansfield conceded that at least some authorized labour remained unpaid.[15] The Court preserved the lien pending determination of the disputed quantum and restricted disposition of the aircraft in the meantime.[16] *USCAN* confirms that a Court may recognize existing statutory security without conclusively determining every disputed charge, provided that a sufficient underlying entitlement has been established.

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[11] *RSLA, supra note 9*, ss. 4(1)–(3).
[12] *9806881 Canada Corp. v. Swan*, 2024 ONCA 35 at paras. 7–12 [*Swan*].
[13] *Swan, supra note 12* at paras. 7–11.
[14] *Swan, supra note 12* at paras. 12–13.
[15] *USCAN Aviation Sales Ltd. v. Mansfield Heliflight Inc.*, 2025 ONSC 875 at paras. 29–37 [*USCAN*].
[16] *USCAN, supra note 15* at paras. 34–37, 42(b).

18. Mr. Aulakh describes Renson's principal, Surjit Singh Chahal, instructing repairs by telephone, WhatsApp and in-person discussions. Mr. Chahal signed repair authorizations, and certain invoices also bear his signature. The written documentation recognizes S&S's asserted lien rights upon non-payment. Read with the vehicle-specific records and Mr. Aulakh's personal involvement, this evidence supports authorization and indebtedness.[17]

19. The commercial context matters. The *RSLA* does not impose a universal requirement that every repair invoice bear an identifiable signature before a lien can arise. As the Court of Appeal recognized in *Swan*, the existence of authorization must be assessed upon the actual contractual relationship and communications between the parties.[18]

20. S&S's invoices are capable of being considered as business records under section 35 of the *Evidence Act*, together with the sworn evidence explaining their preparation and the underlying work. Their admissibility and weight remain for the Court to determine; the records must be assessed with the evidence of authorization, performance and the unpaid balance.[19]

21. In *Royal Bank of Canada v. Trans Emerge Transport Inc.* ("***Trans Emerge***"), the Court required the claimant to prove the work, authorization, payment understanding and continued enforceability of each asserted lien. It also addressed interrupted possession and the requirements for non-possessory liens.[20] S&S accepts that burden. It relies upon Mr. Aulakh's direct evidence and the identified invoices, authorizations and communications. The Court must assess that evidence against each statutory requirement; neither a

[17] Aulakh Affidavit, paras. 8–20, Exhibits B–D.
[18] *Swan, supra note 12* at paras. 7–11.
[19] *Evidence Act*, R.S.O. 1990, c. E.23, s. 35(2), (4).
[20] *Royal Bank of Canada v. Trans Emerge Transport Inc.*, 2026 ONSC 3550 at paras. 2, 26–39, 55–78 [*Trans Emerge*].

generalized assertion of indebtedness nor the absence of a signature on every repair invoice resolves the inquiry.

22. The Receiver's assessment must be considered with the responding evidence now before the Court. Mr. Aulakh identifies Renson's instructing representative, explains the records' association with the VIN files and describes his involvement in the repairs.[21] That evidence addresses matters the Receiver questioned; S&S must nevertheless establish authorized qualifying work, an unpaid amount and a subsisting lien against each particular vehicle. Where the statutory foundation is established, a remaining dispute over particular charges should be resolved without unnecessarily extinguishing otherwise established security.

23. The correction of duplicated invoice entries from the original $317,687.21 claim to the provisional adjusted amount of $310,410.01 is relevant to quantum. It does not, without more, establish that qualifying repairs were never performed or that no amount remains owing. Under *USCAN*, a dispute over the precise amount does not invariably defeat a lien whose underlying statutory foundation has been established.[22]

24. S&S's claim includes storage of the Lien Vehicles following unpaid repair accounts. Section 4 protects qualifying storage or storage and repair undertaken on the understanding that the storer will be paid, and secures the agreed amount or, absent agreement as to amount, fair value. Continued physical custody alone does not establish those requirements.[23]

25. In *Eden Agency Inc. v. Palinkas* ("***Eden Agency***"), the Ontario Court of Appeal upheld a credit for storage charges in favour of a storer despite his non-compliance with section 17.

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[21] Aulakh Affidavit, paras. 10–20 and 73–78, Exhibits B–D and K–L.
[22] *USCAN, supra note 15* at paras. 33–37.
[23] *RSLA, supra note 9*, ss. 1(1), 4(1)–(3).

The Court considered the evidence of the agreed storage rate, the owner's knowledge of that rate and the absence of evidence that it was unreasonable.[24] The Court further confirmed that the agreement supporting a storer's lien need not necessarily be made directly with the owner of the article.[25] The decision nevertheless depended on proof of the storage arrangement and charges, which must also be established for S&S's claims.

26. Mr. Aulakh describes storage charges calculated at $150 per day for sixty days and says that the Bailiff assessed the rate; he did not independently assess the prevailing market rate.[26] S&S relies upon the circumstances of its continued custody and the parties' dealings to establish a compensable storage arrangement. The Court should determine, for each vehicle, the understanding concerning payment, any agreed charge and the evidence of fair value where no amount was agreed. The amount recoverable requires that assessment and is not established solely by the face of a storage invoice.

27. The repair and storage components must also be considered distinctly. A dispute concerning the storage rate or duration does not necessarily extinguish an otherwise valid and subsisting repairer's lien arising from qualifying authorized work on the same vehicle.

B. RETENTION REQUIRES COMPLIANCE WITH THE STATUTORY CONDITIONS

28. S&S's enforcement rights must be assessed by reference to the unpaid services provided in respect of each Lien Vehicle. The repair invoices date from 2023 and 2024, and S&S relies upon those accounts, the supporting authorizations and the November 11, 2024 demands as evidence of indebtedness preceding the December retention notices.[27] The later

[24] *Eden Agency Inc. v. Palinkas*, 2017 ONCA 421 at paras. 1–3, 7–8 [*Eden Agency*].
[25] *Eden Agency, supra note 24* at para. 8.
[26] Aulakh Affidavit, paras. 25–29, Exhibit F; *RSLA, supra note 9*, ss. 1(1), 4(1)–(3).
[27] Aulakh Affidavit, paras. 11–24, Exhibits B–E.

preparation of storage invoices does not, by itself, determine when an independently secured repair charge became due.

29. Subsection 3(3) permits a repairer to sell an article after sixty days have expired following the date payment became due or, where no payment date was stated, completion of the repair. Subsection 4(7) measures the corresponding period for storage or storage and repair from the date payment became due. Under subsection 17(1), a lien claimant must have an accrued right to sell before proposing retention in satisfaction of the lien.[28]

30. Where an invoice is governed by a "NET 30" term, that payment term must be applied in determining its due date and the subsequent statutory period. A later demand does not automatically restart that period for an earlier debt. Equally, an older unpaid invoice does not establish enforcement rights unless the corresponding lien remains enforceable. S&S's repair and storage charges must therefore be examined according to their respective terms and statutory foundations.

31. The Court should evaluate S&S's repair claims by reference to the work and possession associated with each vehicle. The material questions are which unpaid charges remain secured and whether the applicable right to sell had accrued when retention was proposed. S&S submits that the later preparation of storage invoices cannot alone defeat an earlier repair lien otherwise established by the evidence.

32. The December documents were titled Notices of Intention to Retain and invoked subsection 17(1). They identified the vehicles, amounts claimed, intended recipients and means of payment. S&S relies upon them as written proposals to retain the vehicles in

[28] *RSLA, supra note 9*, ss. 3(3), 4(7), 17(1); Aulakh Affidavit, Exhibits B, E–F.

satisfaction of its asserted liens. Their effectiveness must be determined from their contents and the evidence of service upon each person entitled to notice under subsection 15(2).[29]

33. In *Rosita v. Supreme Towing & Recovery, Prozone Auto Collision* ("***Rosita***"), the Divisional Court emphasized compliance with the *RSLA*'s mandatory notice procedure.[30] S&S's engagement of a Bailiff explains how the enforcement steps were undertaken but does not dispense with those requirements. The Court must assess the notices against the statutory scheme and determine the consequences of any deficiency separately from whether S&S acquired enforceable liens for authorized, unpaid services.

34. The December notices specified payment deadlines of approximately fifteen days. Those deadlines could not abbreviate the thirty-day objection period governing retention. The notices, mailing records and ownership documents must be examined to identify each required recipient, the actual or deemed receipt date and any objection. The November demands remain relevant to non-payment but cannot substitute for a required retention notice.[31]

35. Under subsection 17(4), the statutory election occurs upon expiry of the thirty-day period without an effective objection; the ownership permit does not itself establish that election. The period runs from receipt of the proposal. For certified or registered mail, subsection 27(3) deems the document given on the earlier of actual receipt and the tenth day after sending. Any completed retention must therefore be established by the statutory chronology and the interests of the persons properly notified.[32]

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[29] Aulakh Affidavit, paras. 43–62, Exhibits G–I; *RSLA, supra note 9*, ss. 15(2), 17(1).
[30] *Rosita v. Supreme Towing & Recovery, Prozone Auto Collision*, 2025 ONSC 2734 at paras. 41–58 [*Rosita*].
[31] Aulakh Affidavit, paras. 21–24 and 43–68, Exhibits E and G–J.
[32] *RSLA, supra note 9*, ss. 17(2)–(4), 27(3)(a).

36. The Receivership Order must also be considered in determining when any asserted retention became effective. S&S seeks recognition of rights validly acquired before the appointment. Any contention that a statutory election arose thereafter must be assessed against the Order's terms and any effective objection.[33] The subsequent passage of time cannot, without that analysis, establish that an earlier deficiency was cured or that ownership validly vested.

37. S&S submits that retention rights established by the required notices, expiry of the statutory period and the applicable court orders should be upheld. Where a particular retention did not validly transfer ownership, the Court should separately determine the existence, amount and continued enforceability of the underlying lien. A defect in enforcement does not itself answer those distinct questions.

C. DEFECTIVE RETENTION DOES NOT, BY ITSELF, EXTINGUISH UNDERLYING LIENS OR DEBT

38. *Eden Agency* illustrates the consequences of non-compliance with section 17. The storer's failure to sell following an objection attracted liability under section 21.[34] The Court of Appeal nevertheless upheld a reduction of damages by the value of the legitimate storage lien.[35] The decision distinguishes liability for improper enforcement from the value of qualifying services; non-compliance does not, without further analysis, justify disregarding legitimate repair and storage charges.

[33] Receivership Order dated January 16, 2025, paras. 9–10 and 34; First Report of msi Spergel inc., paras. 26–27.
[34] *Eden Agency, supra note 24* at paras. 1–3.
[35] *Eden Agency, supra note 24* at paras. 5–8.

39. Section 21 similarly imposes liability upon a non-complying lien claimant to persons who suffer damages as a result of the non-compliance, subject to the statutory minimum.[36] That remedial provision is relevant to the consequences of a defective disposition, but it does not itself validate an otherwise ineffective ownership transfer. Accordingly, the Court should distinguish the question of whether the retention process complied with section 17 from the separate questions of whether S&S acquired liens, what amounts remain properly secured, and what relief follows from any non-compliance.

40. The relief must be proportionate to the statutory interests affected. S&S continues to possess the Lien Vehicles and has not disposed of them. The Court should determine separately the validity of the asserted ownership transfers, any subsisting possessory liens and the underlying indebtedness. Any relief should address the proven statutory non-compliance while preserving those distinctions.

41. Moreover, section 18 deems the amount owing in respect of a lien satisfied when the lien claimant sells the article under section 15 or is deemed to have irrevocably elected retention under subsection 17(4).[37] S&S submits that an ineffective attempt to retain does not necessarily constitute the completed statutory election that triggers deemed satisfaction.

42. Section 5 discharges a possessory lien when the article is surrendered to, or lawfully comes into the possession of, the owner or another person entitled to statutory notice. A discharged lien is not revived merely because the vehicle later returns to S&S. Section 26 requires separate liens and prohibits tacking. Secured charges must therefore be established from the relevant service and possession history; any reliance on a non-possessory lien requires

[36] *RSLA, supra note 9*, s. 21.
[37] *RSLA, supra note 9*, ss. 17(4), 18.

separate proof under Part II.[38] S&S seeks preservation of the liens that evidence establishes, without treating an unpaid historical invoice as sufficient by itself.

43. The Court of Appeal's reasoning in *Swan* and *Eden Agency* supports a careful determination of the underlying entitlement before imposing consequences that disregard legitimate charges.[39] Neither case holds that premature retention is valid; together, they support the proposition that the statutory lien and the consequences of enforcement must be analyzed distinctly.

D. THE RECEIVER MAY REALIZE UPON THE VEHICLES WITHOUT EXTINGUISHING S&S'S DISPUTED CLAIMS

44. In *Royal Bank of Canada v. Delta Logistics Transportation Inc.* ("***Delta Logistics***"), the Court directed delivery of commercial trucks to a receiver under the appointment order while preserving the repairer's disputed lien claims.[40] The decision distinguishes the Receiver's right to administer and realize property from the separate determination of a claimant's entitlement to the proceeds.

45. The Court required the sale proceeds to be held in a separate trust account, preserved the asserted lien claim notwithstanding delivery, and prohibited distribution without further order.[41] Accordingly, an order for delivery does not itself establish that no lien exists or existed. Terms preserving the competing claims form an essential part of the relief.

46. If delivery is ordered here, the protection must extend beyond a general reservation of claims. S&S seeks vehicle-specific accounting of gross receipts, realization expenses and

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[38] *RSLA, supra note 9*, s. 5, Part II and s. 26; *Trans Emerge, supra note 20* at paras. 74–78.
[39] *Swan, supra note 12* at paras. 10–13; *Eden Agency, supra note 24* at paras. 2, 6–8.
[40] *Royal Bank of Canada v. Delta Logistics Transportation Inc.*, 2017 ONSC 368 at para. 27 *[Delta Logistics*].
[41] *Delta Logistics, supra note 40* at para. 29(e)–(g).

all proposed deductions or allocations. The identifiable proceeds should be segregated, with an appropriate holdback and notice before any disputed deduction or distribution. A direction preserving undefined "net proceeds" would leave unresolved which expenses may first be deducted and could materially diminish the intended protection.

47. Those directions must address the Receiver's Charge, interim fee advances and borrowing provisions in the Receivership Order. S&S seeks express directions concerning the disputed proceeds and expenses, including any necessary variation upon proper notice, so that questions of priority and allocation are determined before the disputed fund is depleted.[42]

48. Section 24 of the *RSLA* also permits disputed possession to be addressed through payment into court or security, subject to its requirements. That procedure does not displace the Receivership Order, but supports consideration of appropriate security alongside the proceeds protections recognized in *Delta Logistics*.[43] Any unresolved questions should proceed under a timetable for the necessary evidence and adjudication, identifying the vehicles, amounts and issues remaining in dispute.

E. S&S'S ADDITIONAL CUSTODY AND STORAGE CLAIMS SHOULD BE RESERVED

49. Section 28(2) permits recovery of commercially reasonable expenses incurred in the custody, preservation and preparation for sale of an article subject to a lien, unless otherwise agreed.[44] S&S seeks determination of qualifying expenses upon evidence of the

[42] Receivership Order dated January 16, 2025, paras. 19, 21–22, 28 and 33.
[43] *RSLA, supra note 9*, s. 24; *Delta Logistics, supra note 40* at para. 29.
[44] *RSLA, supra note 9*, s. 28(2).

services performed, their necessity, reasonable cost and connection to the particular Lien Vehicle.

50. Post-appointment charges require separate consideration. *Trans Emerge* rejects storage charges incurred while defying a delivery order.[45] S&S seeks determination of any recoverable charges based upon the applicable orders, communications and arrangements, any request or authorization for continued custody, and the expenses incurred. Continued possession alone does not establish every charge. Any order addressing ownership or delivery should nevertheless reserve properly established claims for authorized storage or commercially reasonable preservation expenses to the extent not determined on this motion.

PART V – CONCLUSION

51. S&S's repair and storage claims require vehicle-specific findings on indebtedness, continuing security and retention. S&S seeks recognition of the rights established by its evidence of authorized work, unpaid accounts and possession. Ineffective retention alone does not establish that no lien arose or no debt remains. Any delivery order should preserve surviving claims, address their treatment against proceeds, control disputed deductions and distributions, and provide a timetable for unresolved issues.

PART VI – ORDER SOUGHT

52. S&S respectfully requests that this Honourable Court grant an Order:

[45] *Trans Emerge, supra note 20* at para. 72; Aulakh Affidavit, paras. 79–80.

a. Dismissing the requested blanket declaration that no *RSLA* lien exists or existed in favour of S&S against the Lien Vehicles, and determining the asserted liens upon the evidence and statutory requirements applicable to each vehicle;

b. Upholding S&S's retention and corresponding ownership interests in any Lien Vehicle for which the statutory requirements, including notice, timing and the effect of the Receivership Order, are established;

c. Alternatively, where retention was ineffective, declining to invalidate the underlying repairer's or storer's lien, or extinguish the corresponding indebtedness, solely on that basis;

d. Determining S&S's claims to the extent permitted by the record and establishing a timetable for adjudication of unresolved validity, quantum, priority and expense issues;

e. If delivery is ordered, providing that delivery alone does not waive or discharge S&S's surviving claims or security, with their treatment against corresponding proceeds or substitute security expressly preserved for determination;

f. Requiring vehicle-specific accounting of gross sale proceeds, realization expenses and all proposed deductions and allocations affecting those proceeds, with notice to S&S before disputed amounts are paid;

g. Requiring segregation of the identifiable proceeds and an appropriate holdback pending determination of competing claims, with no disputed deduction or distribution except by agreement of affected parties or further order, subject to express directions addressing existing court-ordered charges;

h. Giving directions concerning existing receivership charges and the disputed proceeds, including any necessary variation upon proper notice, and reserving properly established custody, preservation and storage claims not determined on this motion;

i. Making no order as to costs of the dispute between S&S and the Receiver, or such other costs order as the Court considers just;[46] and

j. Granting such further and other relief as this Honourable Court considers just.

ALL OF WHICH IS RESPECTFULLY SUBMITTED

November 9, 2026



Marryam Singh
A&M Lawyers Professional Corporation
Lawyers for S&S Truck & Trailer Services Ltd.

[46] Receiver's Motion Record, Volume 2, Draft S&S Order, para. 9; Aulakh Affidavit, Exhibit K, email of Patryk Sawicki dated August 21, 2026.

CERTIFICATE

I estimate that 30 minutes will be required for S&S's oral argument, excluding reply.

I certify that I am satisfied that every authority cited in this factum is authentic and that every quotation from an authority accurately represents its text.

Parts I–VI of this factum comprises 18 pages, including headings, charts, citations and footnotes, excluding the cover, table of contents, certificate and schedules.

November 9, 2026



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SCHEDULE "A" LIST OF AUTHORITIES

1. *9806881 Canada Corp. v. Swan*, 2024 ONCA 35.
2. *Eden Agency Inc. v. Palinkas*, 2017 ONCA 421.
3. *Rosita v. Supreme Towing & Recovery, Prozone Auto Collision*, 2025 ONSC 2734.
4. *Royal Bank of Canada v. Delta Logistics Transportation Inc.*, 2017 ONSC 368.
5. *Royal Bank of Canada v. Trans Emerge Transport Inc.*, 2026 ONSC 3550.
6. *USCAN Aviation Sales Ltd. v. Mansfield Heliflight Inc.*, 2025 ONSC 875.

SCHEDULE "B" RELEVANT LEGISLATIVE PROVISIONS

Repair and Storage Liens Act, R.S.O. 1990, c. R.25

Repairer's lien

3 (1) In the absence of a written agreement to the contrary, a repairer has a lien against an article that the repairer has repaired for an amount equal to one of the following, and the repairer may retain possession of the article until the amount is paid:

1. The amount that the person who requested the repair agreed to pay.
2. Where no such amount has been agreed upon, the fair value of the repair, determined in accordance with any applicable regulations.
3. Where only part of a repair is completed, the fair value of the part completed, determined in accordance with any applicable regulations. 2014, c. 9, Sched. 4, s. 2 (1).

When lien arises

(2) A repairer's lien arises and takes effect when the repair is commenced, except that no repairer's lien arises if the repairer was required to comply with sections 56 and 57, subsection 58 (1) and section 59 of the *Consumer Protection Act, 2002*, if applicable, and the repairer has not done so. 2006, c. 19, Sched. G, s. 10 (1).

Note: On a day to be named by proclamation of the Lieutenant Governor, subsection 3 (2) of the Act is repealed and the following substituted: (See: 2023, c. 23, Sched. 1, s. 117 (1))

When lien arises

(2) A repairer's lien arises and takes effect when the repair is commenced, except that no repairer's lien arises if the repairer was required to comply with the prescribed provisions of the regulations made under the *Consumer Protection Act, 2023*, if applicable, and the repairer has not done so. 2023, c. 23, Sched. 1, s. 117 (1).

Towing and vehicle storage services

(2.0.1) Except as otherwise provided for in the regulations, if the repair includes one or more towing services or vehicle storage services regulated under the *Towing and Storage Safety and Enforcement Act, 2021*, no lien arises with respect to those services if the repairer fails to comply with the prescribed provisions of that Act, if any. 2021, c. 26, Sched. 3, s. 68 (1).

Amount of lien

(2.1) In cases where Part VI of *Consumer Protection Act, 2002 applies,* the amount of a repairer's lien under subsection (2) shall not exceed,

(a) the amount that the repairer is authorized to charge for the repair under subsection 58 (2) and section 64 of the *Consumer Protection Act, 2002*, if those provisions apply to the repairer; and

(b) the maximum amount authorized by the person who requested the repair, if section 56 of the *Consumer Protection Act, 2002* applies to the person. 2006, c. 19, Sched. G, s. 10 (1).

Note: On a day to be named by proclamation of the Lieutenant Governor, subsection 3 (2.1) of the Act is repealed and the following substituted: (See: 2023, c. 23, Sched. 1, s. 117 (2))

Amount of lien

(2.1) In cases where the prescribed provisions of the regulations made under the *Consumer Protection Act, 2023* apply, the amount of a repairer's lien under subsection (2) shall be determined in accordance with the requirements prescribed for the purposes of this subsection, if any. 2023, c. 23, Sched. 1, s. 117 (2).

Amount, towing and vehicle storage

(2.2) In cases where the *Towing and Storage Safety and Enforcement Act, 2021* applies, the amount of a repairer's lien under subsection (2) with respect to towing services or vehicle storage services

shall be determined in accordance with the prescribed requirements, if any. 2021, c. 26, Sched. 3, s. 68 (2).

Disposition

(3) A repairer has the right to sell an article that is subject to a lien in accordance with Part III (Redemption, Sale or Other Disposition) upon the expiration of the sixty-day period following the day,

(a) on which the amount required to pay for the repair comes due; or

(b) on which the repair is completed, if no date is stated for when the amount required to pay for the repair comes due. R.S.O. 1990, c. R.25, s. 3 (3).

Storer's lien

4 (1) Subject to subsection (2), a storer has a lien against an article that the storer has stored or stored and repaired for an amount equal to one of the following, and the storer may retain possession of the article until the amount is paid:

1. The amount agreed upon for the storage or storage and repair of the article.

2. Where no such amount has been agreed upon, the fair value of the storage or storage and repair, determined in accordance with any applicable regulations.

3. Where only part of a repair is completed, the fair value of the storage and the part of the repair completed, determined in accordance with any applicable regulations. 2014, c. 9, Sched. 4, s. 3 (1).

Limit on storer's lien

(2) A storer is not entitled to a lien for a repair made to an article unless the repair is made by the storer on the understanding that the storer would be paid for the repair or unless subsection 28 (2) applies. R.S.O. 1990, c. R.25, s. 4 (2).

When lien arises

(3) A storer's lien arises and takes effect when the storer receives possession of the article for storage or storage and repair, except that no storer's lien arises with respect to repair if the storer was required to comply with sections 56 and 57, subsection 58 (1) and section 59 of the *Consumer Protection Act, 2002*, if applicable, and the storer has not done so. 2006, c. 19, Sched. G, s. 10 (2).

Note: On a day to be named by proclamation of the Lieutenant Governor, subsection 4 (3) of the Act is amended by striking out "comply with sections 56 and 57, subsection 58 (1) and section 59 of the *Consumer Protection Act, 2002*" and substituting "comply with the prescribed provisions of the regulations made under the *Consumer Protection Act, 2023*". (See: 2023, c. 23, Sched. 1, s. 117 (3))

Towing and vehicle storage services

(3.0.1) Except as otherwise provided for in the regulations, if the storage or storage and repair includes one or more towing services or vehicle storage services regulated under the *Towing and Storage Safety and Enforcement Act, 2021*, no lien arises with respect to those services if the storer fails to comply with the prescribed provisions of that Act, if any. 2021, c. 26, Sched. 3, s. 68 (3).

Amount of lien

(3.1) In cases where Part VI of *Consumer Protection Act, 2002 applies, i*f a storer receives possession of an article for storage and repair, the amount of the storer's lien under subsection (3) shall not exceed,

(a) the amount of the charge for the storage, together with the amount that the storer is authorized to charge for the repair under subsection 58 (2) and section 64 of the *Consumer Protection Act, 2002*, if those provisions apply to the storer; and

(b) the amount of the charge for the storage, together with the maximum amount authorized by the person who requested the repair, if section 56 of the *Consumer Protection Act, 2002* applies to the person. 2006, c. 19, Sched. G, s. 10 (2).

Note: On a day to be named by proclamation of the Lieutenant Governor, subsection 4 (3.1) of the Act is repealed and the following substituted: (See: 2023, c. 23, Sched. 1, s. 117 (4))

Amount of lien

(3.1) In cases where the prescribed provisions of the regulations made under the *Consumer Protection Act, 2023* apply, if a storer receives possession of an article for storage and repair, the amount of the storer's lien under subsection (3) shall be determined in accordance with the requirements prescribed for the purposes of this subsection, if any. 2023, c. 23, Sched. 1, s. 117 (4).

Amount, towing and vehicle storage

(3.2) In cases where the *Towing and Storage Safety and Enforcement Act, 2021* applies, the amount of a storer's lien under subsection (3) with respect to towing services or vehicle storage services shall be determined in accordance with the prescribed requirements, if any. 2021, c. 26, Sched. 3, s. 68 (4).

Notice to owner, etc., articles

(4) Where the storer knows or has reason to believe that possession of an article that is subject to a lien was received from a person other than its owner or a person having its owner's authority, the storer, within 60 days after the day of receiving the article, shall give written notice of the lien

to every person whom the storer knows or has reason to believe is the owner or has an interest in the article, including every person who has a security interest in the article that is perfected by registration under the *Personal Property Security Act* against the name of the person whom the storer knows or has reason to believe is the owner. 2014, c. 9, Sched. 4, s. 3 (3).

Notice to owner, etc., articles of prescribed class

(4.1) Despite subsection (4), where the storer knows or has reason to believe that possession of an article of a prescribed class that is subject to a lien was received from a person other than its owner or a person having its owner's authority, the storer, within a prescribed period after the day of receiving the article of the prescribed class, shall give written notice of the lien,

(a) to the persons mentioned in subsection (4); and

(b) to such other classes of persons and entities as may be prescribed. 2014, c. 9, Sched. 4, s. 3 (3).

Contents of notice

(5) A notice under subsection (4) or (4.1) shall contain,

(a) a description of the article sufficient to enable it to be identified;

(b) the address of the place of storage, the date that it was received and the name of the person from whom it was received;

(c) a statement that a lien is claimed under this Act by the storer in respect of the article;

(d) a statement advising how the article may be redeemed; and

(e) any other prescribed information. 2014, c. 9, Sched. 4, s. 3 (3).

Effect of failure to give notice, articles

(6) Where a storer fails to give the notice required by subsection (4),

(a) the storer's lien as against the person who should have been given the notice is limited to the unpaid amount owing in respect of the period of 60 days from the day that the article was received; and

(b) the storer shall surrender possession of the article to that person where the person proves a right to possession and pays that unpaid amount. 2014, c. 9, Sched. 4, s. 3 (3).

Effect of failure to give notice, articles of prescribed class

(6.1) Where a storer fails to give the notice required by subsection (4.1),

(a) the storer's lien as against the person who should have been given the notice is limited to the unpaid amount owing in respect of the period prescribed for the purposes of subsection (4.1) from the day that the article of the prescribed class was received; and

(b) the storer shall surrender possession of the article to that person where the person proves a right to possession and pays that unpaid amount. 2014, c. 9, Sched. 4, s. 3 (3).

Disposition

(7) The storer has the right to sell an article that is subject to a lien in accordance with Part III (Redemption, Sale or Other Disposition) upon the expiration of the sixty-day period following the day on which the amount required to pay for the storage or storage and repair becomes due. R.S.O. 1990, c. R.25, s. 4 (7).

Loss of lien

5 A lien under this Part is discharged and cannot be revived as an interest in the article if possession of the article that is subject to the lien is surrendered to, or lawfully comes into the possession of, the owner or any other person who is entitled to receive a notice under subsection 15 (2). R.S.O. 1990, c. R.25, s. 5.

Sale of article

15 (1) A lien claimant who has a right, under this Act, to sell an article shall not exercise that right unless the lien claimant has given notice of intention to sell the article.

Idem

(2) A notice of intention to sell an article shall be in writing and shall be given at least fifteen days before the sale to,

(a) the person from whom the article was received for repair, storage or storage and repair;

(b) where the article was received for repair, storage or storage and repair from a person other than the owner,

(i) the person who is the registered owner of the article, if the article is a motor vehicle, or

(ii) the person the lien claimant knows or has reason to believe is the owner, if the article is not a motor vehicle;

(c) every person who has a security interest in the article under the *Personal Property Security Act* that is perfected by registration against,

(i) the name of the owner, if the owner is a person entitled to notice under clause (a) or (b),

(ii) the vehicle identification number, if the article is a motor vehicle; and

(d) every person who has registered a claim for lien under Part II (Non-possessory Liens) against,

(i) the name of the owner, if the owner is a person entitled to notice under clause (a) or (b),

(ii) the vehicle identification number, if the article is a motor vehicle.

Contents of notice

(3) The notice required by subsection (2) shall contain,

(a) a description of the article sufficient to enable it to be identified;

(b) a statement of the amount required to satisfy the lien, as of the time when the notice is given, and any costs of seizure;

(c) a statement of the method of calculating, on a daily basis, any further costs for storage or preservation of the article that may be incurred between the time when the notice is given and the time when the sale is to take place;

(d) a statement that the article may be redeemed by any person entitled to receive notice by payment of the amount determined under clauses (b) and (c) plus any other reasonable costs incurred in preparing the article for sale;

(e) a statement of,

(i) the name of the person to whom payment may be made,

(ii) the address where the article may be redeemed,

(iii) the times during which redemption may be made,

(iv) the telephone number, if any, of the person giving notice;

(f) a statement of the date, time and place of any public sale at which the article is to be sold, or the date after which any private sale of the article is to be made; and

(g) a statement that the article may be sold unless it is redeemed on or before the day required to be specified in the notice by clause (f).

Method of sale

(4) The article may be sold in whole or in part, by public or private sale, at any time and place, on any terms, so long as every aspect of the sale is commercially reasonable.

Purchase by lien claimant

(5) The lien claimant may purchase the article only at a public sale. R.S.O. 1990, c. R.25, s. 15.

Retention of article

17 (1) A lien claimant who has a right to sell an article may propose, in lieu of selling it, to retain the article in satisfaction of the amount of the lien claimed by giving written notice of the proposal to the persons entitled to notice under subsection 15 (2). R.S.O. 1990, c. R.25, s. 17 (1).

Objection

(2) Where a person entitled to notice under subsection (1) gives the lien claimant a written objection to the proposal within thirty days of the receipt of the proposal, the lien claimant, subject to subsections (3) and (4), shall sell the article in accordance with section 15. R.S.O. 1990, c. R.25, s. 17 (2).

Application to court

(3) Upon application to the Superior Court of Justice and upon notice to every person who has given a written objection to the proposal, the court may order that the objection is ineffective because,

(a) the objection was made for a purpose other than the protection of the interest in the article of the person who made the objection; or

(b) the fair market value of the article is less than the amount of the lien of the lien claimant and the estimated expenses to which the lien claimant is entitled under this Act. R.S.O. 1990, c. R.25, s. 17 (3); 2000, c. 26, Sched. B, s. 18 (1).

Foreclosure

(4) If no effective objection is made, the lien claimant, at the expiration of the thirty-day period mentioned in subsection (2), shall be deemed to have irrevocably elected to retain the article and thereafter is entitled to hold or dispose of the article free from the rights and interests of every person to whom the written notice of the proposal was given. R.S.O. 1990, c. R.25, s. 17 (4).

Effect of sale or foreclosure; amount of lien deemed satisfied

18 Where a lien claimant,

(a) sells an article under section 15; or

(b) is deemed to have elected irrevocably to retain the article under subsection 17 (4),

the lien claimant shall be deemed to have sold the article or retained the article in full satisfaction of the amount owing in respect of the lien. R.S.O. 1990, c. R.25, s. 18.

Liability of lien claimant for non-compliance

21 A lien claimant who fails to comply with the requirements of this Part is liable to any person who suffers damages as a result and shall pay the person an amount equal to the greater of $200 or the actual damages. R.S.O. 1990, c. R.25, s. 21.

Return of article when dispute

24 (1) Where a claimant claims a lien against an article under Part I (Possessory Liens) and refuses to surrender possession of the article to its owner or any other person entitled to it and where one of the circumstances described in subsection (1.2) exists, the owner or other person lawfully entitled to the article may apply to the court in accordance with the procedure set out in this section to have the dispute resolved and the article returned. 2000, c. 26, Sched. B, s. 18 (2).

Same, non-possessory lien

(1.1) Where a claimant claims a lien against an article under Part II (Non-Possessory Liens), where the person who has possession of the article refuses to surrender it to its owner or any other person entitled to it and where one of the circumstances described in subsection (1.2) exists, the owner or other person lawfully entitled to the article may apply to the court in accordance with the procedure set out in this section to have the dispute resolved and the article returned. 2000, c. 26, Sched. B, s. 18 (2).

Dispute

(1.2) Subsection (1) or (1.1) applies if there is,

(a) a dispute concerning the amount of the lien of the lien claimant including any question relating to the quality of the repair, storage or storage and repair;

(b) in the case of a repair, a dispute concerning the amount of work that was authorized to be made to the article; or

(c) a dispute concerning the right of the lien claimant to retain possession of the article. 2000, c. 26, Sched. B, s. 18 (2).

Respondents

(2) The application shall name, as the respondents, the lien claimant and, in the case of a non-possessory lien, the person who has possession of the article. 2000, c. 26, Sched. B, s. 18 (2).

Form

(3) The application shall be in the prescribed form and may include an offer of settlement. 1998, c. 18, Sched. E, s. 266 (1); 2017, c. 20, Sched. 11, s. 32 (1).

Payment into court

(4) The applicant shall pay into court, or deposit security with the court in the amount of, the full amount claimed by the respondent but where the applicant includes an offer of settlement in the application, the applicant shall pay into court the amount offered in settlement and shall pay into court, or deposit security with the court for, the balance of the full amount claimed by the respondent and payments and deposits under this subsection shall be made to the credit of the application. R.S.O. 1990, c. R.25, s. 24 (4).

Initial certificate

(5) Where money is paid into court or a deposit is made with the court under subsection (4), the clerk or registrar of the court shall issue an initial certificate in the prescribed form and under the seal of the court stating that the amount indicated in the initial certificate, or security for that amount, has been paid into or deposited with the court to the credit of the application and, where applicable, indicating the portion of that amount that is offered in settlement of the dispute. 2017, c. 20, Sched. 11, s. 32 (2).

Release on interim certificate

(6) The applicant shall give the initial certificate to the respondent who, within three days of receiving the initial certificate, shall release the article described therein to the applicant unless, within the three day period, the respondent files with the court a notice of objection in the prescribed form. R.S.O. 1990, c. R.25, s. 24 (6); 1998, c. 18, Sched. E, s. 266 (3); 2017, c. 20, Sched. 11, s. 32 (3).

Final certificate

(7) Where an objection has been filed with the court, the applicant may pay the additional amount claimed as owing in the objection into court to the credit of the application or deposit security for that amount with the court to the credit of the application and, where the additional amount has

been paid into court or the additional security has been deposited with the court, the clerk or registrar shall issue a final certificate in the prescribed form and under the seal of the court. 2017, c. 20, Sched. 11, s. 32 (4).

Release on final certificate

(8) The applicant shall give the final certificate to the respondent who, upon receiving the final certificate, shall release immediately the article described therein. R.S.O. 1990, c. R.25, s. 24 (8).

Writ of seizure

(9) Where the respondent does not release the article as required, the applicant may obtain from the clerk or registrar of the court, without notice to the respondent, a writ of seizure in the prescribed form directing the sheriff or bailiff to seize the article and, upon receipt of the writ, the sheriff or bailiff shall seize the article and return it to the applicant. R.S.O. 1990, c. R.25, s. 24 (9); 2017, c. 20, Sched. 11, s. 32 (5).

Idem

(10) Before obtaining a writ of seizure, the applicant shall file an affidavit with the clerk or registrar of the court confirming that the respondent has not released the article as required. R.S.O. 1990, c. R.25, s. 24 (10).

Payment out of court of settlement

(11) Where the respondent releases the article to the applicant in compliance with an initial or final certificate, or where the article is seized by a sheriff or bailiff under a writ of seizure, the respondent may demand a receipt in the prescribed form to this effect, and upon presentation of the receipt to the clerk or registrar of the court and signing a waiver of further claim in the prescribed form, the respondent shall be paid the portion of the amount paid into court that was offered in settlement of

the dispute. R.S.O. 1990, c. R.25, s. 24 (11); 1998, c. 18, Sched. E, s. 266 (5); 2017, c. 20, Sched. 11, s. 32 (6).

Notice to applicant

(12) Where the respondent accepts the amount offered in settlement of the dispute, the clerk or registrar of the court shall notify the applicant and upon request shall return to the applicant the balance of the amount deposited into court and deliver up any security deposited by the applicant for cancellation. R.S.O. 1990, c. R.25, s. 24 (12).

Substitution of security

(13) Where the article is released to the applicant by the respondent or is seized by the sheriff or bailiff under subsection (9), the lien is discharged as a right against the article and becomes instead a charge upon the amount paid into court or the security deposited with the court, and where the respondent seeks to recover the full amount claimed by the respondent to be owing, the respondent may commence an action to recover that amount. R.S.O. 1990, c. R.25, s. 24 (13); 2017, c. 20, Sched. 11, s. 32 (7).

Discharge

(14) The charge upon the money paid into court or the security deposited with the court is discharged ninety days after the article was returned to the applicant or seized unless, before the end of the ninety days, the respondent has accepted the applicant's offer of settlement or has commenced an action to recover the amount claimed. R.S.O. 1990, c. R.25, s. 24 (14); 2017, c. 20, Sched. 11, s. 32 (8).

Return of money or security

(15) Upon the expiry of the ninety days referred to in subsection (14), the clerk or registrar of the court may return to the applicant the money paid into court and deliver up for cancellation any

security deposited with the court if the applicant files with the clerk or registrar an affidavit confirming that the respondent has neither accepted an offer of settlement nor commenced an action to recover the money claimed. R.S.O. 1990, c. R.25, s. 24 (15); 2017, c. 20, Sched. 11, s. 32 (9).

Costs of enforcing writ seizure

(16) The respondent is liable for the costs of enforcing a writ of seizure and these costs shall be set off against the amount paid into court under this section. R.S.O. 1990, c. R.25, s. 24 (16).

Separate liens

26 (1) A separate lien arises under this Act each time an article is repaired, stored or stored and repaired.

No tacking

(2) A lien under this Act cannot be tacked onto another lien under this Act. R.S.O. 1990, c. R.25, s. 26.

Service of documents

Deemed receipt

27 (3) A document referred to in subsection (1) is deemed to have been given,

(a) if sent by certified or registered mail, on the earlier of,

(i) the day the intended recipient actually receives it, or

(ii) the tenth day after the day it is sent; or

(b) if given by a prescribed method of delivery, on a prescribed day. 2014, c. 9, Sched. 4, s. 4.

Lien claimant's rights and obligations

28 (1) Where an article that is subject to a lien is in the lien claimant's possession, the lien claimant,

(a) shall use reasonable care in the custody and preservation of the article, unless a higher standard of care is imposed by law; and

(b) unless otherwise agreed,

(i) shall keep the article identifiable, and

(ii) may create a security interest under the *Personal Property Security Act* in the article, but only upon terms that do not impair a right of redemption under that Act or this Act. R.S.O. 1990, c. R.25, s. 28 (1).

Reasonable expenses

(2) Unless otherwise agreed, a lien claimant is entitled to recover the commercially reasonable expenses incurred in the custody, preservation and preparation for sale of an article that is subject to a lien, including the cost of insurance and the payment of taxes or other charges incurred therefor, and the expenses are chargeable to and secured by the article and may be included by the lien claimant in determining the amount required to satisfy the lien. R.S.O. 1990, c. R.25, s. 28 (2).

Evidence Act, R.S.O. 1990, c. E.23

Business records

Definitions

35 (1) In this section,

"business" includes every kind of business, profession, occupation, calling, operation or activity, whether carried on for profit or otherwise; ("entreprise")

"record" includes any information that is recorded or stored by means of any device. ("document") R.S.O. 1990, c. E.23, s. 35 (1).

Where business records admissible

(2) Any writing or record made of any act, transaction, occurrence or event is admissible as evidence of such act, transaction, occurrence or event if made in the usual and ordinary course of any business and if it was in the usual and ordinary course of such business to make such writing or record at the time of such act, transaction, occurrence or event or within a reasonable time thereafter. R.S.O. 1990, c. E.23, s. 35 (2).

Surrounding circumstances

(4) The circumstances of the making of such a writing or record, including lack of personal knowledge by the maker, may be shown to affect its weight, but such circumstances do not affect its admissibility. R.S.O. 1990, c. E.23, s. 35 (4).

ROYAL BANK OF CANADA Applicant	**and**	**RENSON TRANSPORT LTD.** Respondent	Court File No. CV-24-00005880-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

IN BANKRUPTCY AND INSOLVENCY

Proceeding commenced at BRAMPTON

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