

**CITATION:** LI v. ICENTURY IMMIGRATION INC. et al 2026, ONSC 2615  
**COURT FILE NO.:** CV-20-00085375  
**DATE:** 2026-04-23

**SUPERIOR COURT OF JUSTICE - ONTARIO**

**RE:** JIANG LI, Plaintiff

**AND:**

ICENTURY IMMIGRATION INC., QING AN, also known as AN QING and VIVIAN BAI, also known as BAI DAN DAN, Defendants

**BEFORE:** Associate Justice Fortier

**COUNSEL:** Gordon Douglas, for the Plaintiff

Qing An, self-represented Defendant

**HEARD:** March 12<sup>th</sup>, 2026

**ENDORSEMENT**

1. This is a motion by the Defendants, Qing An and Icentury Inc., for an order requiring the Plaintiff, Jiang Li, to post security for costs in the amount of \$43,689. The Plaintiff opposes the motion.

**Background**

2. Qing An is a former Regulated Canadian Immigration Consultant. He is the sole officer, director, and shareholder of Defendant Icentury Immigration Inc. (“Icentury”). Icentury is a corporation that provides immigration services and maintains offices in the City of Ottawa and in the Cities of Beijing and Dalian in the People’s Republic of China.

3. Qing An is self-represented in this proceeding and has obtained leave of the Court to represent Icentury.

4. The Defendant Vivian Bai is a former employee of Icentury and the former wife of Qing An. Vivan Bai and Qing An separated in 2015 and were divorced in 2017.

5. The Plaintiff is a resident of Dalian, China, and describes herself as a businesswoman.
6. Beginning in or about April 2014, a number of meetings took place between the Plaintiff and Vivian Bai in Dalian to discuss the possibility of the Plaintiff's fifteen-year-old son residing in Canada and attending high school, as well as the Plaintiff's own application for permanent residence in Canada. Following these discussions, the Plaintiff entered into agreements with Qing An and Icentury for the provision of immigration-related services and made a number of payments in connection with those services.
7. This action was commenced in December 2020 and relates to the retainer agreement between the Plaintiff, Qing An, and Icentury respecting the Plaintiff's application for permanent residence in Canada. The Plaintiff claims damages in the amount of \$564,000 arising from alleged fraudulent misrepresentation.
8. The Plaintiff alleges that she, together with other family members, sent in excess of \$564,200 to the Defendants, Qing An and Vivian Bai, to be used as an investment fund in support of her application for permanent residence in Canada as a businesswoman and/or investor.
9. The Plaintiff states that, having grown concerned by the lack of progress and communication from Qing An and Icentury regarding her permanent residence application, she terminated the agreement in the summer of 2018 and retained a new Registered Canadian Immigration Consultant to advance her application. At that time, she requested a full accounting of the fees paid and the return of the investment funds she claims were held by the Defendants. Qing An refused to return any funds and maintains that the Plaintiff owes him \$21,000 for successful visa services rendered.
10. Qing An denies having received any investment funds from the Plaintiff in relation to her application for permanent residence. Qing An does, however, admit that third-party funds were received and deposited into his personal bank account. He asserts that the co-Defendant, Vivian Bai, represented to him that the funds were personal gifts or loans provided to her to enable her to purchase a home in Canada. On that basis, Qing An states that he transferred the funds to Vivian Bai and that he does not know what Vivian Bai subsequently did with those funds.
11. Qing An further maintains that the disputed funds were transmitted in a fragmented manner from multiple third-party accounts belonging to individuals unknown to him, without any accompanying written instructions or remittance advice. He submits that, as a result, it was impossible to identify the funds as being related to a retainer for the Plaintiff.

The Law and Discussion

12. Rule 56.01 of the *Rules of Civil Procedure* confers discretion on the Court to order security for costs where it is just to do so and where one or more of the conditions set out in Rule 56.01(1)(a) through (f) is satisfied.

13. The Defendants seek an order for security for costs pursuant to Rules 56.01(1)(a) and 56.01(1)(e) which provide as follows:

(1) The court, on motion by the defendant or respondent in a proceeding, may make such order for security for costs as is just where it appears that,

(a) the plaintiff or applicant is ordinarily resident outside Ontario;

...

(e) there is good reason to believe that the action or application is frivolous and vexatious and that the plaintiff or applicant has insufficient assets in Ontario to pay the costs of the defendant or respondent;

14. Qing An argues that the Plaintiff is a resident of China, with no assets in Ontario and has commenced an action that is meritless.

15. The analysis under Rule 56.01(1) involves a two-step process. First, the moving party must demonstrate that it appears the responding party falls within one or more of the enumerated circumstances set out in the rule.

16. In this case, it is undisputed that the Plaintiff is ordinarily resident outside Ontario. The Plaintiff concedes that the initial threshold under Rule 56.01(1)(a) is met, as she resides in China. Given that this condition is satisfied, I will not address the Defendants' arguments under Rule 56.01(1)(e).

17. Once the Defendants have met the initial onus under Rule 56.01(1)(a), the burden shifts to the Plaintiff to demonstrate that security for costs should not be ordered. This may be done by establishing that the Plaintiff has sufficient assets in Ontario or a reciprocating jurisdiction to satisfy a costs award, or that impecuniosity should not bar her from continuing the action, or by showing that ordering security would be unjust or unnecessary in the circumstances (*Air Palace v.*

*Abdel*, 2021 ONSC 7882 at para. 27; *Surefire Dividend Capture, LP v. National Liability & Fire Insurance Company*, 2022 ONSC 5516 at para. 13).

18. The Plaintiff does not submit that she is impecunious, nor does she argue that she possesses assets in Ontario or a reciprocating jurisdiction sufficient to satisfy a costs award. Instead, the Plaintiff submits that, in the circumstances of this case, it would be unjust to order security for costs.

19. The Plaintiff submits that Qing An and Icentury, as self-represented litigants, do not have an automatic entitlement to recover costs. The Plaintiff argues that Qing An may only be entitled to compensation for lost opportunity costs if evidence is adduced demonstrating that he incurred such losses by forgoing remunerative activity. As no such evidence has been presented, the Plaintiff submits that the Defendants are either not entitled to security for costs or, in the alternative, that any order for security should be nominal.

20. The Plaintiff further argues that it is reasonable to conclude that, regardless of the outcome of the action, the sum of approximately \$499,200 transferred to the Defendants should be sufficient to satisfy any costs award in favour of the Defendants, should they be successful.

21. Qing An submitted a Bill of Costs claiming an hourly rate of \$100 and setting out the time he states he has spent to date defending the action, together with an estimate of the time and costs anticipated through trial. He also claims legal consultation fees in the amount of \$10,124.55. Qing An estimates that the total costs on a partial indemnity basis, including disbursements, amount to \$43,689.91.

22. The leading authority governing the recovery of costs by self-represented litigants is the decision of the Court of Appeal in *Fong v. Chan* 1999 CanLII 2052 (ON CA). In that case, the Court confirmed that self-represented litigants do not have an automatic right to costs and that the issue remains within the discretion of the trial judge (at para. 25).

23. The Court of Appeal in *Fong* further held that self-represented litigants, whether legally trained or not, are not entitled to costs calculated on the same basis as litigants who retain counsel. Costs may only be awarded where a self-represented litigant demonstrates that they performed work ordinarily done by a lawyer and that, as a result, they incurred an opportunity cost by foregoing remunerative activity. Even in those circumstances, any award should be moderate or reasonable (at para. 26).

24. This principle was reaffirmed in *Benarroch v. Fred Tayar & Associates P.C.*, 2019 ONCA 228 (CanLII) where the Court of Appeal emphasized that compensation for lost opportunity

costs is available only where the self-represented litigant establishes both that lawyer-like work was performed and that remunerative activity was foregone as a result (at para. 27).

25. In my view, the Defendants' Bill of Costs includes a significant amount of time and effort that any litigant would ordinarily devote to the conduct of litigation and for which costs should not be awarded.

26. While Qing An identified in oral submissions certain entries in the Bill of Costs that he submits reflects work ordinarily performed by counsel, no evidence was presented to establish that this work resulted in a loss due to the foregoing of remunerative activity. As held in *Mustang Investigations v. Ironside*, 2010 ONSC 3444 (Div. Ct) in the absence of proof of opportunity cost, costs are not available to a self-represented litigant (para. 27).

27. I also find merit in the Plaintiff's submission that it is reasonable, on the record before me, to conclude that the sums transferred to the Defendants would be sufficient to satisfy any potential costs award in favour of the Defendants, regardless of the outcome of the action.

28. In *Borthwick et al. v. St. James Square Associates Inc. et al.*, 1987 CanLII 4394, the Court dismissed a motion for security for costs where it was reasonable to conclude that monies held by the defendant would be sufficient to satisfy any award of costs against non-resident plaintiffs.

29. In the present case, Qing An has admitted receiving at least \$499,200 from the Plaintiff and her family members. He further admits that he did not prepare or submit an application for permanent residence in Canada on behalf of the Plaintiff. No evidence has been provided to explain what became of these funds, other than Qing An's assertion that he transferred the funds to Vivian Bai to purchase a home. There appears to have been a fiduciary breach or dishonest conduct on the Defendant's own version of events.

30. Each case must be determined on its own facts. The proper approach is for the court to consider the justness of the requested order holistically, taking into account all relevant circumstances and guided by the overarching interest of justice to determine whether it is just that the order be made (*Yaiguaje v. Chevron Corp.*, 2017 ONCA 827, at paras. 23-25).

31. For the foregoing reasons and applying a holistic analysis and having considered all relevant circumstances, I conclude that it would not be just to order the Plaintiff to post security for costs. Accordingly, the Defendants' motion is denied.

32. In my view, as the successful party on this motion, the Plaintiff Jiang Li is entitled to costs. Section 131 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 provides that costs are in the discretion of the court. The court must be mindful when exercising its discretion that that the

fixing of costs is not simply a mechanical exercise; the objective is to fix an amount that is fair and reasonable in all the circumstances, (*Boucher v. Public Accountants Council (Ontario)* (2004), 71 O.R. (3d) 291 (C.A.), at para. 26).

33. In exercising my discretion, with respect to costs I find that costs to the Plaintiff in the sum of \$ 4,500 inclusive of disbursements and HST would be fair, reasonable, and proportional in the circumstances.

Disposition

34. For the reasons outlined above, the motion by the Defendants, Qing An and Icentury, is dismissed. Costs of the motion are awarded to the Plaintiff in the amount of \$4,500 payable within 30 days.

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Associate Justice Fortier(MF)

**Date:** April 23, 2026