

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:	)	
	)	
Interload Truck Services Ltd.	)	M. Furyk, for the Applicant
	)	
Applicant	)	
	)	
– and –	)	
	)	
General Motors of Canada Company	)	B. Brooksbank and D. Chu, for the
	)	Respondent
Respondent	)	
	)	
	)	HEARD: April 22, 2026

REASONS FOR DECISION

J.E. MILLS J.

[1] The Applicant, Interload Truck Services Ltd. (“Interload”) seeks a determination of its rights to a possessory lien respecting certain storage containers belonging to the Respondent, General Motors of Canada Company (“GMCC”). Interload relies on s. 23(d) and (e) of the *Repair and Storage Liens Act*¹ (“*RSLA*”) to assert its rights, or in the alternative, it claims damages under the doctrines of unjust enrichment and *quantum meruit*. GMCC paid \$134,568.83 to its counsel to be held in trust pending the outcome of this application. The subject containers were then released and returned to GMCC.

[2] GMCC resists the application arguing that the express language of s. 1(2) of the *RSLA* denies Interload a possessory lien as against GMCC because Interload received the containers from a third party, Orbit Express Inc., (“Orbit”) who did not have the authority to act as agent for

¹ R.S.O. 1990, c. R.25

GMCC. It does not dispute that Interload may have lien claim rights but submits that any claim is properly against Orbit as the entity that deposited the containers without the knowledge or consent of GMCC. Interload is not pursuing its remedies against Orbit because in July 2024, Orbit was placed into receivership by a secured creditor. GMCC submits that Interload should stand as a creditor in the Orbit receivership but to date, no claim has been filed and Interload has not sought to be added to the list of creditors. The suggestion is that Interload is improperly claiming a possessory lien and equitable damages against GMCC as it is the only viable source of recovery for the unpaid storage fees.

[3] The *SRLA* defines “storer” as “a person who receives an article for storage or storage and repair on the understanding that the person will be paid for the storage or storage and repair, as the case may be.” “Lien claimant” is defined as “a person who is entitled to claim a lien for the repair, storage or storage and repair of an article.” Interload submits it meets the test required to be a “storer” and a “lien claimant” as it stored the containers and has not been paid for doing so. Therefore, it claims a possessory lien with respect to the containers.

[4] GMCC submits Interload never had a possessory or non-possessory lien as it failed to satisfy the legislative framework for a third-party lien when it took possession of GMCC’s property through Orbit, which was acting as an intermediary, without the knowledge or consent of GMCC. It also resists the equitable claims of unjust enrichment and *quantum meruit* as the services provided by Interload were not at the request, encouragement, nor acquiescence of GMCC. It was denied any opportunity to decline the services offered.

Legal Principles

[5] The relevant sections of the *SRLA* are as follows:

Repair, etc., by third party

1 (2) The following rules apply where an article is left for repair, storage or storage and repair and the article is forwarded by the person with whom the article is left to some other person for the repair, storage or storage and repair:

1. The person with whom the article was left shall be deemed to have performed the services and to be entitled to the rights of a repairer or storer against the person who left the article unless,
 - i. there is a written agreement between the person who left the article and the person with whom it was left that there is no lien, or
 - ii. the person with whom the article was left has agreed to act as agent for the person who left the article in forwarding it to an identified repairer or storer for the repair, storage or storage and repair.
2. Unless subparagraph ii of paragraph 1 applies, the person to whom the article was forwarded does not have a lien under this Act.

[...]

When lien arises

4(3) A storer's lien arises and takes effect when the storer receives possession of the article for storage or storage and repair ...

Notice to owner, etc., articles of prescribed class

4(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).

[...]

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).

[...]

Acknowledgment of indebtedness required

7(5) A non-possessory lien is enforceable only if the lien claimant obtains a signed acknowledgment of the indebtedness which acknowledgment may be on an invoice or other statement of account.

[6] A storage lien arises when an article is placed with the storer with the understanding the storer would be paid for the storage of that article. The lien is automatic and enforceable once the storer takes possession of the article, and it continues until the amount of the lien has been paid in full. The lien arises automatically by compliance with the provisions of the *RSLA*.²

[7] When the article is deposited by its owner with a storer who then acts as an intermediary by forwarding the article to another storer, the lien will be enforceable against the owner of the article if it can be established that the intermediary had agreed to act as agent for the owner. If the intermediary was not acting as agent for the owner, the storer will have no lien rights under the *RSLA*.³ A lien cannot be imposed upon an owner who had no knowledge of the wrongful dealings with its property or of the lien claim.⁴

[8] To establish agency in this context, it must be shown that both the owner and the intermediary agreed on the actual authority to be exercised by the intermediary on behalf of the owner. The agency is effective where there is a “manifestation of consent” by the owner in writing or by conduct that the intermediary should act on behalf of the owner to affect their legal position by the making of contracts or the disposition of property.⁵

[9] Pursuant to s. 4(4) of the *RSLA*, if the storer has reason to believe that the person delivering the article for storage is not the owner of the article or that the person is acting without the authority of the owner, to preserve its lien rights the storer is required within sixty days of receiving the article to provide notice of a lien to every person who is known to be or is reasonably believed to be the owner.⁶ Section 4(5) sets out the mandatory contents of the notice to be delivered. If the storer fails to provide the appropriate notice, the storer’s lien will be limited to the unpaid amount owing only for the sixty days following receipt of the article.

² *Connolly v. Adantagewon Inc.*, 2015 ONCA 709, at para. 19.

³ *Scott & Pichelli Ltd. v. Eveley International Corp.*, 2013 ONSC 4058, at para. 25.

⁴ *Resin Systems Inc. v. Global Composite Manufacturing Inc.*, 2008 CarswellOnt 7873 (SCJ), at para. 12.

⁵ *1196303 Inc. v. Glen Grove Suites Inc.*, 2015 ONCA 580, at paras. 69 & 70; *Applewood Place Inc. v. Peel Condominium Corp. No. 516*, 2003 CarswellOnt 3148 (SCJ), at para. 37.

⁶ *Mr. Towing Inc. v. Mercedes-Benz Financial Services Canada Corp.*, 2020 ONSC 3223, at para. 35; *2237446 Ontario Inc. (409 Collision Centre) v. Intact Insurance*, 2018 ONCA 394, at para. 9.

[10] The doctrine of unjust enrichment permits a party to recover damages from another without the benefit of a contract in circumstances where there has been a benefit bestowed on another, the party has suffered a corresponding deprivation, and there was no juristic reason for the enrichment.⁷ It is a doctrine rooted in fairness and good conscience with flexibility to adapt with a principled approach to variable circumstances.⁸

[11] The established categories for “juristic reason” include a contract, a gift, a disposition required by law or statute, or other valid equitable, statutory, or common law obligation.⁹ If none of these categories apply, then a *prima facie* case exists that there is no juristic reason for the retention of the benefit and the burden shifts to the recipient to establish there is a reason why the benefit should be retained, considering the reasonable expectations of the parties and public policy considerations.¹⁰

[12] The doctrine of unjust enrichment makes a distinction between the provision of money and the provision of services in that the receipt of money is always a benefit and it can be repaid, but the receipt of services may not be a benefit as the recipient may not have wanted the services or may not have wanted to pay for them, and the services cannot be restored. Therefore, to establish unjust enrichment with respect to services, it must be shown that the recipient freely accepted the services and that the claimant reasonably expected to be compensated for providing the services.¹¹

[13] There will be a benefit where the services were performed at the request of the recipient or where the recipient has “incontrovertibly benefited” from the services.¹² This is a benefit that is unquestionable, demonstrably apparent, and not subject to debate or conjecture. The benefit must be clear and manifest, or it would be wrong to compel the recipient to pay as they may have declined the benefit if given the opportunity to do so.¹³

⁷ *Kerr v. Baranow*, 2011 SCC 10, at paras. 31 & 32; *Pettkus v. Becker*, 1980 CanLII 22 (SCC).

⁸ *Kerr v. Baranow*, at para. 72.

⁹ *Moore v. Sweet*, 2018 SCC 52 (CanLII), at para. 57.

¹⁰ *Ibid.*, at para. 58.

¹¹ *Sharwood & Co. v. Municipal Financial Corp.*, 2001 CanLII 24066 (ONCA), at para. 26.

¹² *Grover v. Hodgins*, 2011 ONCA 72, at para. 57.

¹³ *Ibid.*, at para. 59, quoting McLachlin J. in *Peel (Regional Municipality) v. Canada*, 1992 CanLII 21 (SCC).

[14] *Quantum meruit* is an equitable remedy for unjust enrichment to reasonably compensate a party for services rendered where there is no contract or enforceable agreement for the provision of those services.¹⁴ The recipient must have requested, encouraged, or acquiesced to the services being provided such that it would be unjust to retain the benefit of those services without paying compensation.¹⁵

Issues to be Determined and Facts to be Considered

[15] There are two questions to be answered. They are as follows:

- a. Does Interload have a valid possessory or non-possessory lien in respect of the 655 storage containers owned by GMCC for which \$134,568.83 has been paid into trust by GMCC for their release?
- b. If not, is GMCC liable in damages to Interload under the doctrines of unjust enrichment or *quantum meruit* for the safe storage of the 655 storage containers at the Interload facility for the months of March 2024 to September 2024?

[16] The parties are generally in agreement as to, or at least do not substantively dispute, the underlying facts of this matter. The essential facts are as follows:

- a. GMCC owns storage containers to facilitate its manufacturing operations. Vehicle parts are put into the containers and delivered to a GMCC manufacturing facility. Once emptied, the containers are delivered to the parts supplier to once again fill with GMCC parts. To ensure reliable operations, the parent company of GMCC, General Motors Holdings LLC (“GMH”) contracts with a transportation management and logistics services company, Ryder Integrated Logistics, Inc. (“Ryder”) to provide third-party logistics services. Ryder then contracted with Orbit Express Inc. (“Orbit”), a GMH approved carrier, to subcontract the provision

¹⁴ *Key Designs Ltd. V. Zovko* 2009 CarswellOnt 4392 (ONCA), at para. 38.

¹⁵ *Consulate Ventures Inc. v. Amico Contracting & Engineering (1992) Inc.*, 2007 ONCA 324, at para. 99.

of motor carrier transportation services of the GMCC containers (the “Orbit Agreement”).

- b. The Orbit Agreement is based on a standard template. It provides that Orbit will perform the motor carrier transportation services for GMH and its affiliates. It also states that Orbit and GMH are independent contracting parties and nothing in the Orbit Agreement shall make either party the agent of the other for any purpose whatsoever. Neither party has the authority to assume or to create any obligation on behalf of or in the name of the other.
- c. Orbit then contracted with Interload to store certain property at its warehouse facility. The property was the GMCC containers, each of which had a tag indicating it was owned by GMCC. Interload did not know and made no inquiries as to the owner of the containers at the time they were delivered for storage. It knew Orbit did not own the containers, but it had no reason to believe Orbit was acting without the full knowledge and authority of the owner.
- d. Interload invoiced Orbit for its storage services. Three partial payments were made by Orbit, leaving a substantial balance owing. GMCC was first informed its containers were being held at the Interload facilities on June 3, 2024, when Interload advised GMCC that Orbit failed to pay their outstanding invoices and had ceased responding to all communications. In July and August 2024, Interload re-issued the outstanding Orbit invoices to “General Motors”.
- e. Interload admits that prior to June 3, 2024, it “kind of” knew the containers belonged to GMCC, but it had no contact with GMCC, it had received no request by GMCC to store its containers, and there was no agreement, written or oral, between GMCC and Interload.
- f. GMCC demanded the release of the containers by July 19, 2024, advising that it did not direct or consent to the containers being moved to the Interload premises, nor did it have any contractual or legal relationship with Interload. GMCC

threatened legal proceedings if the containers were not released. Interload refused to release the containers until its invoices were paid in full.

- g. GMCC commenced its threatened legal action and brought an urgent motion to recover the containers. The parties signed Minutes of Settlement dated September 16, 2024 (the “Minutes”) which provided that upon payment by GMCC to its lawyer’s trust account of \$134,568.83, the containers would be released without prejudice to Interload commencing a proceeding to determine its rights to the funds paid into trust. GMCC paid the money into trust, recovered the containers, and discontinued its action against Interload with prejudice and without costs. It is admitted the containers were released without any damage, loss, or theft.

RPLA Lien Claims

[17] GMCC submits that Interload cannot assert a possessory lien against the containers pursuant to s. 1(2) of the *RSLA*. The accepted chain of events was that GMCC placed its containers in the possession of Ryder, who then subcontracted to Orbit, who then further subcontracted with Interload. Although Orbit was a GMCC approved company to provide transportation services, it was not an authorized agent of GMCC. Interload was not known to, nor was it approved by GMCC to provide any services. Although Orbit was properly in possession of the GMCC containers for transportation services, it did not act as agent for GMCC when storing them with Interload. It did not have authority to do so.

[18] Interload agrees it does not have lien claim rights under s. 1(2) on the basis the provision does not apply to the facts of this case. It accepts that Orbit was only engaged to provide transportation services for GMCC. Orbit was never a storer of the containers and therefore did not forward them as an intermediary to Interload for storage.

[19] Rather, Interload relies on the provisions of s. 4(3) of the *RSLA* to assert its lien rights.

[20] Interload submits it had a valid possessory lien from the time the containers were delivered to its premises and now has a charge against the trust funds held with GMCC’s counsel.

GMCC refutes that Interload ever had a lien over its containers, possessory or non-possessory, as the containers were deposited by Orbit without the knowledge or consent of GMCC.

[21] A lien attaches to the article, and any action in respect of a lien is *in rem* against the article, not *in personam* against the debtor. The lien right arises immediately upon the storer receiving possession of the article for storage.¹⁶

[22] In the usual case, the lien claim would be asserted against the owner of the article as the person who authorized storage of the article, either directly or by agency. Protections are provided in the *RSLA* to owners who have no knowledge that their article is being stored by another. A lien cannot be asserted to impose liability against an owner who is unaware their property has been wrongfully stored by a stranger with no property interest in the article and no express or implied authority from the owner.¹⁷

[23] This principle underlies the notice requirements under s. 4(4) of the *RSLA*.

[24] I do not accept GMCC's submission that s.4(4) applies only in situations where the article is subject to a lien prior to being deposited for storage. To read s. 4(4) in this way results in an unduly narrow interpretation of the rights afforded by the provision. Its intention is to offer protection to owners from indeterminate liability for storage fees when their property has been placed for storage without their knowledge or consent.

[25] A more principled interpretation of the provision is that the lien arises immediately upon the article being received for storage. Once the article is subject to the lien claim, where the storer knows or has reason to believe that the article was received from a person other than its owner or a person acting with the authority of the owner, notice must be provided to all persons who own or have a security interest in the article. The notice alerts all interested persons that the storer is exerting lien rights against the article.

¹⁶ S. 4(3) *RSLA*

¹⁷ 858579 *Ontario Inc. v. QAP Parking Enforcement Ltd.*, 1995 CanLII 10673 (ON CTGD).

[26] The Orbit Agreement expressly provides that Orbit is not an agent for GMCC. Orbit was not given the authority to affect the legal rights of GMCC. Orbit was not authorized to enter contracts or assume liabilities on behalf of GMCC. There is no evidence to support that Orbit was acting as an agent for GMCC when it deposited the containers for storage. In fact, there is strong evidence to the contrary.

[27] However, Orbit was lawfully in possession of the containers. It was not a perfect stranger acting without any authority. Ryder had contracted with Orbit. Ryder had the express authority of GMH to provide transportation management services respecting the GMCC containers. Orbit was not a rogue actor dealing of its own accord with the containers. It took its authority from Ryder who took its authority from GMH, the parent company of GMCC.

[28] I am satisfied therefore that Interload did acquire a possessory lien over the containers when they were deposited by Orbit at the Interload facility. The notice requirements under s. 4(4) of the *RSLA* were then activated.

[29] Interload's own evidence is that it knew Orbit did not own the containers but made no inquiries as to the owner when the containers were first delivered. Each of the containers had a tag identifying GMCC as the owner. Interload admits the tags were not examined until Orbit defaulted on payment of issued invoices and then ceased all communications. Interload assumed Orbit had authority to deliver the containers for storage, but it had no basis on which to assume GMCC had provided its consent to the storage of the containers. It had no basis on which to believe Orbit was authorized to act as an agent for GMCC.

[30] Interload relies on s. 4(4) to assert its lien rights submitting it had no reason to believe that Orbit lacked GMCC's authority to deposit the containers for storage. That may be true, however Interload admits it knew from the time the containers were delivered that they were not owned by Orbit. That fact alone triggers the sixty-day notice obligation under s. 4(4) of the *RSLA*.

[31] The requirement is that the storer knows the article is not owned by the entity delivering it or that the storer had no reason to believe the article was received without the authority of the

owner. A plain reading of s. 4(4) suggests the “or” in the provision is conjunctive such that either situation may apply to give rise to the notice requirement.

[32] It is sufficient to establish that Interload received the containers for storage knowing that Orbit was not the owner of the containers. In the circumstances, it is not relevant that Interload had no reason to believe Orbit was in possession of the containers without the consent of the owner. That does not relieve Interload of providing notice within sixty days to the owner of the article and to every other person with a security interest in the article.

[33] I appreciate that a significant part of Interload’s business is the short-term storage of articles and that it would be very difficult if not logistically impossible to undertake the effort of verifying the articles are being received from the owner or from an entity with the owner’s authority. That is however what is required to obtain full lien rights against the articles. Otherwise, Interload is limited to protecting only the amount owing for the sixty-day period following receipt of the article. This is the statutory trade-off to ensure owners are not exposed to indeterminate risk where their property is being stored without their knowledge or consent.

[34] Interload did not definitively know who owned the containers until after Orbit defaulted on payment of the issued invoices. Interload admits its first contact with GMCC was on June 3, 2024, when it sought assistance to collect the storage debt owed by Orbit. There is no evidence Interload delivered the requisite sixty-day notice required under s. 4(4) of the *RSLA* to assert a possessory lien against GMCC. Nor is there evidence that informal notice was provided to GMCC that would have otherwise complied with the requirements of s. 4(5) of the *RSLA*.

[35] Having failed to provide notice to GMCC as the owner of the containers, when it knew on delivery that Orbit was not the owner, s. 4(6) of the *RSLA* limits Interload’s claim for a possessory lien to the first sixty days of storage. It then follows that Interload has a charge for this amount over the funds paid by GMCC into trust for the release of the containers.

[36] Pursuant to s. 24 of the *RSLA*, an owner may pay into court the amount of a disputed debt for the release of the article over which a lien has been asserted, and a possessory lien then becomes

a charge against the funds paid into court. The parties effectively availed themselves of this relief but with the payment being made to GMCC's counsel in trust.

[37] The payment was made to end the ongoing accrual of storage fees and to allow for the release of the containers to GMCC while the lien rights of Interload were determined. The amount paid by GMCC was as "asserted" by Interload to be owed.

[38] The Minutes expressly state that there is no admission of liability on the part of either party and that liability is specifically denied. Interload now relies on the Minutes as evidence of GMCC's acknowledgment of the debt, as GMCC paid into trust the exact amount owed to Interload for the release of its containers.

[39] There is a preliminary argument raised by GMCC that Interload should not be permitted to rely on the Minutes to establish any rights or prove any facts. The Minutes contain a confidentiality clause that has not been waived, and they are subject to settlement privilege having been entered into by the parties in settlement of GMCC's action. I need not decide this issue as I am satisfied the Minutes do not assist Interload.

[40] The payment is not an acknowledgment by GMCC that it owes a debt to Interload. The payment was made to take advantage of the relief offered by s. 24 of the *RSLA* but with payment being made into trust rather than into court to simplify and expedite the process. The payment was made to allow GMCC to carry on its business while the lien rights of Interload were determined. The payment was not made as an admission of a debt.

[41] This is important because s. 7(5) of the *RSLA* provides that a non-possessory lien is enforceable only if the lien claimant obtains a signed acknowledgment of the indebtedness. Interload does not have a signed acknowledgment from GMCC of an indebtedness. In fact, there are many written communications by GMCC through its counsel expressly denying any liability for the debt owed to Interload for the storage services provided under the Orbit Agreement.

[42] To advance a claim for a non-possessory lien, Interload must rely on the Minutes as a signed admission or acknowledgment of the debt. The Minutes are not an admission, nor an

acknowledgment of any debt owed by GMCC. Therefore, Interload has no non-possessory lien rights against the trust funds as it has failed to meet the threshold statutory requirement under s. 7(5) of the *RSLA*.

Unjust Enrichment and Quantum Meruit

[43] Interload properly submits that the *RSLA* is not the only basis on which to assert a claim for unpaid storage fees. The statute does not supplant the legal and equitable remedies available to storers to recover amounts owing to them from the owners of the item stored.¹⁸ If a valid and enforceable lien cannot be established under the *RSLA*, the equitable remedies of unjust enrichment and *quantum meruit* are available to the storer.

[44] To recover under the doctrine of unjust enrichment for the provision of services, Interload must show that GMCC freely accepted the storage services from Interload or that it was uncontrovertibly benefitted by the provision of those services, while Interload suffered a corresponding deprivation in not being paid for those services, and that there was no juristic reason for the enrichment to GMCC.

[45] It is admitted by GMCC that the containers were safely stored and returned without loss, theft, or damage. Interload relies on this fact as the benefit conferred on GMCC. The corresponding deprivation is asserted to be that Interload was not paid for its safe storage of the containers, and it submits that none of the categories of juristic reason are applicable, thereby making GMCC liable for \$134,568.83 plus interest as payment for the benefit.

[46] GMCC never requested the benefit, nor did it even know about the benefit purportedly being bestowed on it until several months later. Interload is not a GMCC approved service provider, and it may well have declined the offer to store its containers at the Interload premises. GMCC was not incontrovertibly benefitted by the storage services. Its evidence is that due to the

¹⁸ 1794279 *Ontario Limited v. Nissan Canada Finance*, 2018 ONSC 2452, at paras. 24-26.

loss of the containers, even on a temporary basis, it was required to purchase new containers to maintain the proper functioning of its logistics network.

[47] Orbit was the entity that requested and freely accepted the storage services. It did so without the knowledge or consent of GMCC. It did so without any authorization from GMCC. It did so without any encouragement or acquiescence of GMCC. Therefore, Interload does not have a valid claim for unjust enrichment, and it does not have a valid claim for *quantum meruit* against GMCC.

Conclusions and Costs

[48] Interload is entitled to a possessory lien respecting the containers but is limited to recover from the trust funds only the amount invoiced for the first sixty days of storage. There are no lien rights with respect to any other services that may have been provided, excepting repairs for which there is no evidence of any repairs having been done to the containers.

[49] The claims for unjust enrichment and *quantum meruit* are dismissed. Interload may seek to advance a claim as a creditor in the receivership of Orbit for the balance of the amounts owing on its invoices.

[50] The parties exchanged offers to settle this application however, neither can be said to have obtained a result equal to or better than the extended offer. Both approached this matter largely as an “all or nothing” scenario. In the circumstances, as there has been mixed success, there shall be no order as to costs.

Justice J. E. Mills

Date: May 28, 2026

CITATION: Interload Truck Services Ltd. v. General Motors of Canada Co., 2026 ONSC 3140
COURT FILE NO.: CV-25-1107
DATE: 2026-05-28

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

Interload Truck Services Ltd.

Applicant

-and-

General Motors of Canada Company

Respondent

REASONS FOR DECISION

J.E. Mills J.

Released: May 28, 2026