

Citation : *Surette v Hanna, Basque and Omnis Terra Homes Inc.*, 2026 NBKB 120

Court File No. MM-121-2026

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK

TRIAL DIVISION

JUDICIAL DISTRICT OF MONCTON

BETWEEN:

HUGO SURETTE,

APPLICANT,

AND

**PATRICK HANNA, JEFFREY BASQUE,
OMNIS TERRA HOMES INC.**

RESPONDENTS.

DECISION

BEFORE: Justice Maya Hamou

DATE OF HEARING: May 13, 2026, and May 20, 2026

DATE OF DECISION: June 2, 2026

APPEARANCES: Nicholas O'Toole, Counsel appearing for Hugo Surette
Alexandre Robichaud, Counsel appearing for Patrick Hanna and
Jeffrey Basque

FACTUAL BACKGROUND

1. This matter involves a breakdown in the relationship between the Directors and Shareholders of Omnis Terra Homes Inc. ("OTH"). OTH is engaged in developing "high-quality, durable housing" intended to be "faster and more efficient to construct".
2. OTH is a closely held entity with three Directors who are also the Shareholders: Hugo Surette (40%), Patrick Hanna (40%) and Jeffrey Basque (20%). At the time of incorporation in July of 2025, Surette was appointed CEO, Hanna was appointed COO, and Basque was appointed as CFO.
3. OTH has no bylaws, no corporate minute book, and no unanimous shareholders' agreement. OTH's primary funding comes from third-party financing in the total amount of \$300,500 obtained from CBDC. All three directors signed personal guarantees with CBDC for the loans.
4. Until March 15, 2026, all three Directors had access to OTH's corporate bank account. In accordance with the July 2, 2025, Resolution of Directors, transactions above \$10,000 required authorization from one of the Officers together with Basque. Each Officer was authorized to conduct transactions below \$10,000 alone and considered these to be spontaneous expenditures necessary to conduct the business of OTH. On January 23, 2026, through a Resolution of Directors, the threshold amount requiring two signatures was lowered to \$1,000.
5. On March 15, 2026, a series of Resolutions of Directors (the "Resolutions") were passed at a board meeting removing Surette as CEO and altering the corporate signing authorities to exclude Surette. Consequently, Surette no longer has access to OTH's bank account. This forms the basis for his Motion for injunctive or interim relief brought before the Court.
6. Surette (the "Applicant") argues the March 15, 2026, meeting and consequential Resolutions were improper and in violation of section 114 of the *Canada Business Corporations Act*, RSC 1985, c C-44 ("CBCA"), as he objected to the meeting, was unable to stay for the meeting, and was provided short notice of the meeting. On the other hand, Hanna and Basque (jointly the "Respondents"), argue the meeting was lawfully called, with proper notice and an agenda, and that a quorum was present to pass the Resolutions after Surette chose to leave the meeting.
7. The parties disagree on the factual background that has brought about the current organizational structure at OTH which took effect following the March 15, 2026, Resolutions.

PROCEDURAL BACKGROUND AND PRELIMINARY ISSUES

8. The Applicant's Motion was filed on April 15, 2026. Two case management conference calls proceeded prior to the hearing of the Application and consequently, a few preliminary issues were addressed.

Representation of OTH and Proceeding *ex parte* of OTH

9. During the case management conference calls leading up to the hearing, Counsel for the Named Respondents, Hanna and Basque, advised they would not be representing OTH. Counsel for the Named Respondents took the position that, on the Application and Motion, Hanna and Basque may have interests adverse to the interests of OTH.
10. The Named Respondents maintain the corporation should be represented in the proceedings. The parties agreed to identify a mutually agreeable counsel to represent OTH, however, by the date of the second case management conference call, no counsel had yet been retained, and no counsel was identified to represent OTH.
11. Following the review of the materials and submissions of the parties at the May 13, 2026, hearing, the Court invited further representations from the parties as to whether the Court could proceed with the Motion for injunctive or interim relief in the absence of counsel for OTH.
12. In making a determination on this issue, the Court is guided by the comments of the British Columbia Court of Appeal in *Yen v Ghahramani*, 2023 BCCA 403. In that case, the Court noted that a corporation may participate in an oppression remedy action where it is “necessary or expedient in the interests of the company as a whole”. The Court noted that the corporation’s participation in the proceeding should not be constrained where the existence or substantive interests of a company are at risk or where the “company has its own independent interests to protect”. Several of the cases referred to in *Yen v Ghahramani* dealt with requests to remove counsel for corporations during oppression remedy proceedings. The current case presents a different situation and arises in the context of a time sensitive Motion for injunctive or interim relief (*Yen v Ghahramani*, paras 45 to 55).
13. The Court concludes in this case that representation for OTH may not advance the issues in dispute on this Motion considering OTH is a closely held corporation and all Shareholders and Directors of OTH are involved in the current litigation. The Respondents in this case, Hanna and Basque, jointly forming a Shareholder’s majority within OTH, would inevitably

instruct counsel representing OTH, thus resulting in a limited contribution by OTH at the hearing. In this case, the parties are all advancing an interest in seeing OTH survive, succeed and thrive. None of the parties are seeking to dissolve or destroy OTH. Rather, the Court is considering, in the context of this Motion, the alleged oppressive conduct of Hanna and Basque towards Surette. Exceptionally, the Court finds the participation of counsel for OTH, in the context of this Motion, unnecessary.

14. Additionally, the Court is mindful that OTH has limited financial means to hire counsel for the corporation. The costs of participation of counsel on behalf of OTH is not proportional to the benefits of counsel appearing on behalf of OTH in light of the relief sought and desire of the parties to continue to advance the interests of OTH. In directing that the matter proceed *ex parte* of counsel for OTH, the Court considered the involvement of all Shareholders and Officers in this Motion and considered the size and limited resources of the corporation.

Additional Affidavit by Moving Party

15. The Record on this Motion included the Affidavit of Hugo Surette, sworn April 15, 2026, and the Affidavit of Patrick Hanna, sworn May 8, 2026. The matter was originally scheduled to proceed to a hearing on May 13, 2026.
16. At the outset of the hearing on May 13, 2026, the Named Respondents opposed the Court's consideration of the Affidavit of Marc LeBlanc sworn May 11, 2026, which was submitted by counsel for the Applicant. The objection was based on the Applicant's failure to serve the Affidavit of Marc LeBlanc with the Notice of Motion and Affidavit of Hugo Surette.
17. The Affidavit of Marc LeBlanc was filed to respond to information raised in the Affidavit of Patrick Hanna. The Affidavit of Marc LeBlanc contained relevant information with respect to the hearing of the Motion. The Court issued an oral ruling and permitted the late filing of the Affidavit of Marc LeBlanc.

Request for Adjournment and Supplemental Affidavit by Responding Party

18. Following the Court granting the Applicant permission to adduce the Affidavit of Marc LeBlanc on the Motion, the Named Respondents requested an adjournment enabling them to respond to the information in this Affidavit. The Court issued an oral ruling granting the adjournment request.

19. A Supplemental Affidavit of Patrick Hanna, sworn May 19, 2026, was filed and served the day prior to the resumption of the Motion hearing on May 20, 2026. Despite the short timelines to consider the Supplemental Affidavit of Patrick Hanna, the Applicant consented to proceeding with the Motion hearing and consented to the inclusion of the Supplemental Affidavit of Patrick Hanna in the Motion Record.

Application versus Action

20. The Named Respondents suggest, as a preliminary issue, that the Court does not have jurisdiction to hear the present Motion. The alleged lack of jurisdiction is based on a concern that the underlying proceeding should be brought by way of an action rather than by application considering the alleged substantial dispute of facts.
21. It bears noting that the matter currently proceeding before the Court is a Motion for injunctive or interim relief under section 241 of the *CBCA*. The Court is not proceeding to hear the full merits of the matter.
22. As this Court has stated in *TW1 Oaks Inc. v Royal Oaks Golf Club Inc, HR Corporate Strategies Ltd. and Walter Steven Lunn*, 2024 NBKB 26 at paragraphs 33 to 36, where there is a substantial dispute of facts, the matter must proceed by way of action.

33. The Court of Appeal of New Brunswick has directed that an application must proceed to trial if there is a substantial dispute of fact (835637 *Alberta Ltd. v Moonraker Realty Inc.*, 2010 NBCA 72 at para 3 and *Bates et al. v Bates*, 2022 NBCA 23 at 43). The Court of Appeal has interpreted the permissive rule as mandatory. While other provinces and territories may have more permissive language within their rules, it remains that in New Brunswick, a trial judge faced with a substantial dispute of facts must convert the matter to an action. As noted by Justice Walsh in *Bourque, Bourque, Pitcher v HMQ et al*, 2017 NBQB 108 at paragraph 19, if there is likely to be a substantial dispute of facts, the judge retains no residual discretion to allow the matter to proceed by way of Notice of Application.

34. In *LeBlanc v Corporation Eighty-Six Ltd.*, (1997) 1997 CanLII 9535 (NB CA), 192 NBR (2d) 321, the Court of Appeal of New Brunswick under the pen of Justice Bastarache considered an appeal of a decision addressing sections 141 and 166 of the *BCA*. The Application Judge ordered the parties to negotiate the sale of the interest of one of the shareholders within 60 days, failing which the corporation would be wound up. The appeal also addressed the question of conversion of an Application to an Action based on alleged conflicting evidence. In that case, Justice Bastarache found the Application Judge correctly exercised his discretion by proceeding by Notice of Application as the relevant facts were clearly

established: (1) the purpose of the incorporation and (2) the basis upon which it was meant to operate.

35. Similarly, in *Chippin v LPR Investments Ltd.*, 2016 NBQB 226 (CanLII), 2016 CarswellNB 556, Justice Morrison allowed a matter brought pursuant to sections 141 and 166 of the *BCA* to proceed by way of a Notice of Application. Amidst a dispute of facts by the parties to the Application, Justice Morrison determined that the Affidavit of an Inspector, appointed by the Court in a parallel Action to review the records and report to the Court, provided an independent and impartial factual basis for determination. The factual inaccuracies that may have been present in the Affidavit of the Court-appointed Inspector were not sufficiently material to rise to the level of a material dispute of facts. Justice Morrison determined that had a “clear” and “reliable” picture upon which to proceed by Notice of Application.

36. In contrast to *LeBlanc v Corporation Eighty-Six Ltd* and *Chippin v LPR Investments Ltd.*, Justice Walsh in *Hebert v Hebert's Recycling Inc.*, 2014 NBQB 235, faced with a Notice of Application for relief pursuant to paragraph 166(3)(f) of the *BCA* determined that the Affidavit evidence of the parties was in serious conflict on some of the most critical points. Justice Walsh noted that the nuanced nature of the legal inquiries to be made in determining whether to grant the relief sought required proceeding by way of Action. Justice Walsh's reasoning focused on the outcome sought in the Notice of Application, which was, as in this case, an order to buy out a shareholder.

23. The Court issued an oral ruling and dismissed the preliminary issue raised by the Named Respondents. At this stage of the proceeding, whether the matter is proceeding by Application or Action is not determinative of the question currently before the Court. The question is whether the Court can grant the interim relief sought on the Motion pending the hearing on the merits. If, moving forward, it is determined that a substantial dispute of facts prevents a determination of the issues by way of Application, the Application may be converted to an Action. The *Rules of Court* allow for such a conversion (see Rule 38.09(b) of the *Rules of Court*).

POSITION OF THE PARTIES

24. The Applicant seeks the immediate intervention of the Court to preserve the prior status quo and protect his rights as Director and Shareholder. The Applicant specifically requests the granting of an injunction or interim relief:

Enjoining, restraining and prohibiting Hana and Basque from:

- disbursing, withdrawing, transferring or dealing with monies without express authorization of all directors
- approving or authorizing payment for invoices issued to the Corporation without receiving authorization from Surette
- engaging in self-dealing or conflicts of interest
- excluding Surette from participating from participating in oversight and management of the Corporation

Requiring that all corporate bank accounts require authorization from Surette

Rectifying or rescinding the corporate resolution purportedly passed on March 15, 2026

Removing Hanna and Basque as directors of the Corporation on a temporary basis

25. The Named Respondents request the dismissal of the Motion suggesting the Applicant is not subject to oppressive conduct and suggesting the test for an interim injunction has not been met in the circumstances of this case. With respect to the request for an interim injunction, the Named Respondents challenge the Court's ability to grant relief affecting non-parties, such as compelling the bank to recognize the Applicant's authority. The Named Respondents also challenge some of the relief sought by way of interim injunction, suggesting the relief sought is too vague.

ISSUES

26. The primary issue for consideration in this matter is whether the Applicant is entitled to an interim injunction or interim relief under section 241 of the *CBCA*. The Court must determine if Surette should regain access and authorization to the OTH's bank account and, additionally, whether Hanna and Basque should be temporarily removed as Directors.

ANALYSIS

Interim Injunction

27. The Supreme Court of Canada established a three-part framework for determining whether to grant an interim injunction. This test was primarily set out in *RJR-MacDonald Inc. v Canada (Attorney General)*, [1994] 1 SCR 311, 1994 CanLII 117 (SCC), and later refined for specific

circumstances in *R. v Canadian Broadcasting Corp.*, 2018 SCC 5 (see also *New Brunswick Federation of Snowmobile Clubs et al. v New Brunswick All-Terrain Vehicle Federation et al.*, 2006 NBQB 136).

28. In tandem with the request for an interim injunction, the Applicant seeks interim relief from oppression under section 241 of the *CBCA*. The Court may make an order to rectify a situation arising where the power of a director of a corporation has been exercised in a manner that is oppressive, unfairly prejudicial, or unfairly disregards the interests of security holders, creditors, directors or officers (subsection 241(2) of the *CBCA*). Under section 241(3) of the *CBCA*, a Court may order either interim or final relief “it thinks fit” including but not limited to: restraining the complained of conduct or appointing directors in place of or in addition to current directors.
29. The test for granting interim relief in an oppression proceeding is the same under the *CBCA* as the test for granting an interim injunction (*Petersen v Hawley*, 2024 BCSC 472, paras 51 and 52). This test involves an assessment of: (1) the merits of the case, (2) the irreparable harm which may flow if the injunctive relief is refused, and (3) the balance of convenience favors the granting of an injunction.

1. The Merits of the Case

30. The first stage involves a preliminary assessment of the legal merits of the Applicant’s claim. The standard applied depends on the nature of the injunction sought:
 - For prohibitory injunctions, which seek to prevent a party from doing something, the threshold is low. The Court must only be satisfied there is a *serious question* to be tried and that the claim is neither frivolous nor vexatious.
 - For mandatory injunctions, which require a party to act rather than refrain from acting, the plaintiff must show a strong *prima facie* case and a strong likelihood the plaintiff will ultimately be successful at trial based on the law and the evidence presented

(*R v Canadian Broadcasting Corp.*, 2018 SCC 5, para 15).
31. The Applicant concedes the interim injunction sought is mandatory in nature as it seeks to restore his access and authority over the OTH bank account.
32. The Applicant maintains the evidence shows a strong *prima facie* case, sufficient to obtain injunctive relief. The Applicant also argues the Record shows a strong *prima facie* case for a claim of oppression under section 241 of the *CBCA*.

33. In a claim for an oppression remedy, the Court must first determine whether the evidence supports the reasonable expectations of the aggrieved party. Second, the Court must determine whether the evidence establishes that the reasonable expectation was violated through conduct that constitutes “oppression”, “unfair prejudice”, or “unfair disregard” of a relevant interest (*BCE Inc. v 1976 Debentureholders*, 2008 SCC 69, paras 56 and 68).

Reasonable Expectations

34. The concept of reasonable expectations is objective and contextual. In determining whether it would be “just and equitable” to grant the remedy sought, the Court must assess “whether the expectation is reasonable having regard to the facts of the specific case, the relationships at issue, and the entire context, including the fact that there may be conflicting claims and expectations”. “Stakeholders enter into relationships [...] on the basis of understandings and expectations, upon which they are entitled to rely, provided they are reasonable in the context” (*BCE Inc. v 1976 Debentureholders*, paras 62 and 63). In determining reasonable expectations, the Court may examine the general commercial practice, the nature of the corporation, the relationship between the parties, past practices, steps the claimant could have taken to protect itself, representations and agreements, and fair resolution of conflicting interests between corporate shareholders (*Doucet and Dauphinee v Spielo Manufacturing Incorporated and Manship*, 2011 NBCA 44, para 42).
35. OTH has no bylaws, no shareholders’ agreement and no governing agreements establishing formal practices. Its operations have proceeded in accordance with the provisions of the *CBCA*. OTH is governed through director’s resolutions. Since its inception, in the Spring/Summer of 2025, OTH has operated with three shareholders, three directors and three officers until the removal of the Applicant as Director through the March 15, 2026, Resolutions.
36. Surette was a Director and Shareholder with a 40% interest in OTH, a closely held corporation. Surette also provided a personal guarantee for the \$300,500 financing received from CBDC and participated actively in the affairs of the corporation. As Director and Shareholder, Surette holds fiduciary duties, a duty of care, loyalty, and oversight on OTH, an obligation codified in subsection 122(1) of the *CBCA*.
37. Surette was financially invested, participated actively in the operations of OTH and consequently had a reasonable expectation to participate in OTH’s financial oversight. The

reasonable expectation in this context is that Surette would have a right to see and access the banking information and activity to fulfill his responsibilities.

38. While a certain latitude can arguably be granted in a closely held private corporation operating through resolutions in the absence of shareholder agreement or bylaws, it remains that the evidence is clear as to the intent of Surette, Hanna and Basque. The parties established a corporation combining their skills, expertise, and knowledge, to build OTH into a successful business.
39. The Court finds the Applicant had a reasonable expectation to access OTH's financial and banking information. The Court also finds that the Applicant had reasonable expectations to participate in OTH's operations.

Violation of Reasonable Expectations

40. The Applicant maintains his reasonable expectation to participate in OTH's financial oversight was violated when the Named Respondents unilaterally removed his banking access and authority by passing a series of Resolutions on March 15, 2026.
41. The Applicant outlines the alleged oppressive conduct by the Named Respondents as: (1) excluding Surette from overseeing and managing OTH's affairs, (2) approving inappropriate and excessive invoices through a WhatsApp group, (3) failing to adhere to OTH's July 2, 2025, Banking Resolutions, and (4) failing to properly disclose conflicts of interest. The Applicant suggests Hanna and Basque's conduct is an attempt to hijack the company and exclude Surette from overseeing funds which he personally guaranteed.
42. The Named Respondents maintain the removal of Surette as CEO and the removal of his signing authority constituted a legitimate exercise of business judgment to mitigate risks for OTH. The Named Respondents rely on allegedly unauthorized transfers made by Surette to himself and a consultant (Marc LeBlanc) without authorization. These transactions totaled close to \$20,000 and were completed between February and March 2026. The specific transfers from the corporate bank account, allegedly made without the approval of Hanna and Basque as required by the July 2, 2025, Resolution, include:
 - a. \$10,000 to Surette (February 12, 2026 - \$5,000, February 26, 2026 - \$2,500 and March 2, 2026 - \$2,500), and
 - b. \$8,000 to consultant Marc LeBlanc (March 12, 2026).

43. Surette denies any misuse or misappropriation of corporate funds and explains the \$10,000 transfer to himself was for the repayment of personal advances totaling over \$13,000. Surette made these payments in and around November of 2025, prior to OTH securing its financing. Surette documented these amounts which were paid to various contractors including Sam Milner, Michael Kim, and Engagem eMarketing Inc. Additionally, Surette advised Hanna and Basque in January of 2026 that he would be seeking repayment for the out-of-pocket payments he had incurred. It is logical that Surette believed Hanna and Basque approved this repayment, previously outlined in an email from January 2026, considering the informal way expenses seemed to be approved by the parties. As for the payment of \$8,000 to Marc LeBlanc, the Directors had previously received communications on February 19, 2026, outlining the need for payment of his invoice to ensure project advancement. A text message between Basque and Hanna on March 12, 2026, suggest the pair were aware the payment would be made to Marc LeBlanc.
44. While the payments Surette made are suggested to be in breach of the July 2, 2025, banking Resolution, it appears from email and text message communications that Hanna and Basque were aware the payments would be made. It is noteworthy that measures to prevent the issuance of funds by the bank without two signatures appears to have been put in place after the March 15, 2026, Resolutions.
45. Additionally, the March 15, 2026, Resolutions were based on Hanna and Basque's suggestion that Surette used "pressure tactics", "ultimatums" and "threats" to "blow up" the project if his demands were not met. These allegations focus on the reluctance shown by Hanna and Basque in signing the personal guarantees with the CBDC and Surette's apparent belief that the project would not move ahead if financing was not promptly secured. Some of the other situations in which the issues arose concerned discussions between Hanna, Basque, and Surette about budgets and payments made.
46. In issuing the March 15, 2026, Resolutions, Hanna and Basque also relied on reports from a real estate agent suggesting that Surette was "under the influence of substances while at work". On this point, the Court finds that Hanna and Basque's failure to address this situation at the time it was brought to their attention, in September of 2025, is problematic. Additionally, their reliance on this hearsay allegation, devoid of context, to take emergency action to exclude Surette in March of 2026 fails to establish a link between this issue and actions taken by Hanna and Basque.

47. The Applicant referenced the case of *Trend America Inc. v 101180736 Saskatchewan Ltd.*, 2016 SKQB 79 ("*Trend America*"), at paragraphs 38 to 42 to support the allegation that Hanna and Basque's conduct was oppressive. In *Trend America*, the Court was dealing with the applicant, a director and shareholder that had withdrawn funds from the corporation's bank account. The respondents had removed the applicant's shareholding and directorship without notice to the applicant. The Court found that the self-help remedies undertaken by the respondents were oppressive and the Court restored the parties to the position they were in prior to the actions of the respondents.
48. The exclusion from overseeing and managing OTH's affairs through the March 15, 2026, Resolutions appears to be the crux of the oppressive conduct alleged by the Applicant. Specifically, the Applicant argues the March 15, 2026, Resolutions, which had this effect, were passed with little notice of the meeting and despite Surette's express objections to proceeding with the meeting.
49. Hanna and Basque provided notice of the director's meeting by email on March 13, 2026; no more than two days before the meeting proceeded through virtual means on March 15, 2026. Surette was unavailable for the meeting and attended briefly to object to the meeting proceeding under subsection 114(6) of the *CBCA*. Hanna and Basque decided to proceed with the meeting, nonetheless. Of note, in addition to the short notice of the meeting, which in and of itself is not a breach of section 114 of the *CBCA*, the issue concerning Surette's alleged conflict of interest was not addressed in the proposed agenda. Under section 114(5) of the *CBCA*, the meeting notice must set out any matters listed in subsection 115(3) of the *CBCA* that will be addressed at the meeting. The meeting of March 15, 2026, was focused on the financial management of OTH.
50. Following the March 15, 2026, Resolutions, a WhatsApp discussion group was created and the Applicant alleges this WhatsApp discussion thread was used to approve invoices for OTH. Hanna and Basque suggest there is nothing secretive about the WhatsApp group as it was created to manage the day-to-day operations of OTH. Hanna and Basque did not include Surette in the WhatsApp messages as Surette was no longer an Officer after the March 15, 2026, Resolutions. The problem is that the WhatsApp group was not limited to Hanna and Basque; the WhatsApp group also included suppliers and vendors of OTH, namely representatives of DeDizayn (Turkey). Despite their suggestion that Surette continues to enjoy the benefits of being a Director, Hanna and Basque have effectively shut Surette out from all information relating to the corporation.

51. On the conflict of interest, the March 15, 2026, Resolution titled Conflict of Interest Declaration specifically referenced Surette having a conflict of interest. The Resolution specifically requires Surette to immediately disclose all related business activities, vendors, consultants, counterparties, and commercial opportunities that overlap with or compete with OTH's business and additionally requires Surette to recuse himself from all board and corporate decisions relating to those matters and from any matters in which he has a personal financial interest not shared equally with OTH.
52. The problem with the conflict-of-interest Resolution is two-fold; first, it addresses an alleged conflict of interest involving Surette, and second, it fails to address Hanna's conflict of interest.
53. Surette was never made aware that a conflict of interest was raised against him at the March 15, 2026, meeting. Consequently, Surette was never provided an opportunity to respond to the alleged conflict of interest. Additionally, the Court finds the evidence in support of the conflict of interest to be tenuous. Some of the evidence provided postdates the March 15, 2026, Resolutions. The evidence only shows vague references to Surette's other business ventures. The Meeting Minutes Summary provided by Hanna gives no further information to the Court to assess the nature of the issues raised.
54. While on the other hand, the alleged conflict of interest raised by Surette as it concerns Hanna is more troublesome. Hanna appears to be a director and shareholder of DeDesign (Canada), a Canadian affiliate of DeDizayn (Turkey), which is OTH's exclusive supplier. OTH signed a purchase order with DeDizayn (Turkey) for close to \$100,000 and Hanna was involved in the approval of invoices linked to this order.
55. Hanna did not address the conflict of interest raised by Surette in his response to this Motion. Considering the lengthy and detailed affidavit evidence provided, the Court draws an adverse inference from this omission in Hanna's evidence. Hanna's failure to address the conflict of interest suggests a conflict of interest is present. Additionally, Hanna's conflict of interest gives rise to a greater need for oversight by the other Shareholders and Directors.
56. While the conduct of the respondents in *Trend America* is far more egregious than the conduct of Hanna and Basque, it remains that the conduct violated Surette's reasonable expectations and constitutes oppressive conduct. Particularly considering the reasons for which Hanna and Basque took certain actions.

57. These elements all support a violation of Surette's reasonable expectations through his removal of participation in OTH's financial oversight. Thus, the Court concludes Surette has established the strong likelihood of success on the merits of the Application.

2. Irreparable Harm

58. The second stage requires the applicant to convince the Court that they will suffer irreparable harm if the injunction is refused. "Irreparable" refers to the nature of the harm rather than its magnitude. Harm is considered irreparable if it cannot be quantified in monetary terms, cannot be cured (for example, a business is put out of operation), or if the damages cannot be collected from the other party.
59. The Named Respondents argue that any harm which may flow to the Applicant in the circumstances would be monetary and is compensable through damages. However, the Court agrees with the Applicant that without access to OTH's bank accounts, transactions and financial records, Surette is unable to fulfill his duties to OTH. The Court finds that a loss of governance and management oversight are harms that cannot be quantified and are not speculative in the context of a closely held corporation such as OTH. The Court additionally relies upon the personal stakes for the Directors, having provided personal guarantees without an ability, in Surette's case, to protect his interest by proper governance and oversight of OTH. The Court is satisfied that irreparable harm is established if injunctive or interim relief is not granted in the circumstances of this case.

3. Balance of Inconvenience

60. The final stage is a comparative assessment to determine which party will suffer greater harm from the granting or refusal of the injunction.
61. While the exclusion of Surette may be found to be legitimate at the hearing of the Application, a concern arises from Hanna's alleged conflict of interest which Hanna failed to address in his response to this Motion. Additionally, the proximity with DeDizayn (Turkey) is all the more troubling considering that the recent invoices for DeDizayn (Turkey) approved by Hanna and Basque exceeded the amounts initially contracted for.
62. The oppression remedy is an equitable relief that seeks to ensure fairness by granting the Court a broad, equitable jurisdiction to enforce fairness. The Court is conferred broad discretion to grant an interim or final order it thinks fit within the bounds of section 241 of the

CBCA. The goal of the oppression remedy is to provide rectification or correction of the wrong. An order under subsection 241(3) of the *CBCA* should go no further than necessary to correct the injustice or unfairness (*BCE Inc. v 1976 Debentureholders*, para 58, and *Wilson v Alharayeri*, 2017 SCC 39 paras 23, 26 and 27).

63. In this case, the nature of the interim relief granted is key to assessing the balance of inconvenience. Surette is not seeking reinstatement as CEO of OTH; Surette is seeking control and access to the bank account to ensure oversight.
64. In this case, the Court is satisfied that injunctive relief or an interim order under section 241 of the *CBCA* is required pending a full hearing of the Application on its merits.

DISPOSITION

65. Based on the foregoing, the Court grants the interim relief, in part. It is ordered pursuant to subsection 241(3)(a) of the *CBCA* that:
 - a. The Respondents are enjoined, restrained and prohibited from:
 - i. disbursing, withdrawing, transferring or otherwise dealing with OTH's monies without the express authorization of all the corporation's Directors, including Hugo Surette.
 - ii. approving or authorizing the payment of invoices issued to OTH without receiving authorization from Hugo Surette, and
 - iii. engaging in self-dealing or conflicts of interest.
66. Specifically, the March 15, 2026, Resolution of the Board of Directors titled "External Financial Communications Protocol" remains in force.
67. Specifically, the March 15, 2026, Resolution of the Board of Directors titled "Conflict of Interest Declaration" remains in force, and, in addition to the Resolutions outlined therein, the following obligations arise:
 - a. Patrick Hanna is required to immediately disclose all related business activities, vendors, consultants, counterparties, and commercial opportunities that overlap with or compete with OTH's business; and

- b. Patrick Hanna is required to recuse himself from all Board and corporate decisions relating to those matters and from any matters in which he has a personal financial interest not shared equally with OTH.
- 68. Specifically, the March 15, 2026, Resolution of the Board of Directors titled “Banking Authority and Dual Authorization” remains in force with the following modifications.
 - a. Any reference to “dual authorization” or any reference to the approval of “two directors” is replaced with “triple authorization” or the approval of “three directors”, in reference to Patrick Hanna, Jeffrey Basque and Hugo Surette.
 - b. The portion of the Resolution to the effect that “Hugo Surette’s access and signing authority shall be revoked” is rescinded.
 - c. Consequently, TD Bank is to be instructed to update its account permissions to reflect triple authorization and to reflect Hugo Surette’s access and signing authority.
- 69. Specifically, the March 15, 2026, Resolution of the Board of Directors titled “Omnis Terra Homes Inc.” remains in force except for the last two items in the Resolution. Consequently, as previously mentioned, TD Bank is to be instructed to update its account permissions to reflect triple authorization and to reflect Hugo Surette’s access and signing authority.
- 70. The parties are required to provide updated affidavits and return before the Court in approximately 60 days for the hearing of the Application.
- 71. The Respondent, Patrick Hanna, shall pay the Applicant’s costs on the Motion in the amount of \$1,000.

Justice Maya Hamou
Court of King’s Bench of New Brunswick