

CITATION: Royal Bank of Canada v. Davis, 2026 ONSC 3355
COURT FILE NO.: CV-25-1153-0000
DATE: 2026/06/08

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: ROYAL BANK OF CANADA, Plaintiff

AND:

YVONNE DAVIS, Defendant

BEFORE: Justice I.F. Leach

COUNSEL: Victoria Adams for Michael Cassone, counsel of record for the Plaintiff

The defendant self-representing

HEARD: June 5, 2026

ENDORSEMENT

1. This matter was before me during London's "regular motions" court on Friday, June 6, 2026, for the scheduled hearing of a motion by the plaintiff bank, seeking summary judgment in relation to credit card and line of credit debt said to be owing to the plaintiff by the defendant.
2. As a preliminary matter, however, I indicated my intention, on my own initiative, to direct an immediate case management conference pursuant to Rule 13.1.02(5) of the *Rules of Civil Procedure*, (effective as of January 6, 2026), to discuss whether this matter, with no apparent connection to Middlesex County or the Southwest Region apart from the plaintiff's selection of counsel with an office here in the city of London, should be permitted to remain here or be transferred to another venue, (e.g., to the Peel Region, and the Superior Court of Justice courthouse in Brampton, in particular), going forward.
3. At the end of that case management conference, I indicated that, having regard to the factors set forth in Rule 13.1.02(2)(b), and for reasons to follow, I was making an order transferring this matter from the court's judicial centre here in Middlesex County, (i.e., London, Ontario), to the court's judicial centre in the Peel Region, (i.e., Brampton, Ontario); i.e., to the "county" with which the matter has a rational connection.
4. These are those promised reasons.

5. By way of further background, indicated in the documentation presented by the plaintiff in support of its motion for summary judgment:
 - a. The plaintiff bank obviously carries on business via branches and offices across Canada. In this particular case, however:
 - i. the underlying contractual arrangements between the plaintiff and the defendant apparently were entered into via the Heart Lake Plaza branch of the plaintiff, which is located in the city of Brampton, in the Regional Municipality of Peel, (in what is otherwise known as the “Region of Peel” or “Peel Region”), in or around July of 2013;
 - ii. the plaintiff thereafter communicated with the defendant regarding her credit card debt, (e.g., issuing statements to the defendant indicating balances owing and requesting payment), from the plaintiff’s Credit Card Payment Centre in the city of Toronto, otherwise known as Metropolitan Toronto; and
 - iii. the supporting affidavit filed in support of the plaintiff’s motion was sworn by Ms Danielle Beausejour, who indicated that she was from the Regional Municipality of Peel, and that the office of the plaintiff associated with this matter was located in the city of Mississauga; i.e., another community located within Peel Region.
 - b. At the time of the initial underlying contractual arrangements underlying the plaintiff’s claim, the defendant Ms Davis was a resident of the city of Brampton. However, between that time and the commencement of this litigation in April of 2025, she relocated her residence to the town of Fort Erie, which is located in the Niagara Region.
 - c. The documentation filed in support of the plaintiff’s motion for summary judgment, (including credit card statements sent to Ms Davis in Fort Erie, the indication of Fort Erie as the defendant’s residence and address for service in the plaintiff’s statement of claim), indicates and confirms that the plaintiff was well aware of the defendant’s new residence in Fort Erie when the plaintiff commenced this litigation in April of 2025.
6. During the case management conference noted above, counsel appearing for the plaintiff, (not Mr Cassone), candidly acknowledged, as I asked questions and received submissions in relation to the factors outlined in Rule 13.1.02(2)(b) of the *Rules of Civil Procedure*, that there is nothing about this litigation that has any connection whatsoever with the city of London, Middlesex County, or the Southwest Region, apart from the fact that the

plaintiff chose to retain the services of Mr Cassone, (the principal lawyer of record for the plaintiff in relation to this matter), whose office is located here in the city of London. Without limiting the generality of the foregoing

- a. As for Rule 13.102(2)(b)(i), the “substantial part of the events or omissions that gave rise to the claim” clearly occurred outside the Southwest Region; e.g., insofar as the underlying contractual agreements were entered into between the parties in Peel Region, the plaintiff’s demands for payment were issued from the bank’s offices in Peel Region and/or Metropolitan Toronto, and the defendant is said to have defaulted on her obligations by incurring debt and not repaying that debt in locations outside the Southwest Region; e.g., in Peel Region, Metropolitan Toronto and/or the Niagara Region. There is absolutely nothing to suggest that any of those events and omissions took place here in Middlesex County, or indeed, at any place within the Southwest Region.
- b. As for Rule 13.1.02(2)(b)(ii), the “substantial part of the damages” alleged by the plaintiff therefore similarly were sustained by the bank in locations outside Middlesex County and the Southwest Region.
- c. As for Rule 13.1.02(2)(b)(iii), the dispute between the parties if of a private nature, with no demonstrated community interest in the outcome of this particular dispute. However, for reasons identified in *The Toronto-Dominion Bank v. The Other End Inc.*, 2024 ONSC 5377, the people of Middlesex County, and litigants with disputes having a legitimate and rational connection with this county, do have a very real interest in the concerning reality that the limited court resources of Middlesex County’s judicial centre here in London unnecessarily and inappropriately have been burdened, over the course of many years, with material-intensive and time-consuming motions for summary judgment and similar collection measures being taken in relation to credit arrangements agreed upon elsewhere, (usually in the Greater Toronto Area), between financial institutions dealing with debtors resident elsewhere and/or whose businesses are based elsewhere, and/or in relation to property located elsewhere.
- d. As for the “convenience of the parties, the witnesses and the court”, a consideration highlighted by Rule 13.1.02(2)(b)(iv):
 - i. In relation to convenience of the parties:
 1. As noted above, the relevant offices and business centres of the plaintiff having any involvement in this matter are located outside Middlesex County; i.e., in Peel Region and in Metropolitan Toronto.
 2. Again, the defendant formerly resided in Brampton, in Peel Region, and now resides in Fort Erie, in the Niagara Region. In the course of the hearing before me, she confirmed that she has never had any connection with Middlesex County.

3. Although the plaintiff chose to retain counsel with an office situation here in London, in my view that is not a factor deserving of any significant weight in determining the county or counties with which a proceeding has a rational connection; i.e., the primary consideration underlying determination of a proper venue for the proceeding. Adoption of such an approach would facilitate forum shopping by a party's unilateral selection and retention of counsel with an office in any county of the province wherein there was perceived to be a procedural advantage having absolutely nothing whatsoever to do with the precipitating events, relevant witnesses or substantive merits of an underlying dispute. Moreover, the suggestion that it is more convenient for retained counsel to pursue litigation in the county where that counsel's law office is located loses meaning and significance when the party represented by that counsel simultaneously takes the position that the matter is amenable to determination by way of a summary judgment motion brought in regular motions court; i.e., by way of a motion which, according to the prevailing Consolidated Provincial Practice Direction, is presumptively to be heard virtually. For example, if the plaintiff wishes retain counsel with an office in London, to initiate a claim and pursue a motion for summary judgment in relation to debt collection having nothing to do with Middlesex County, the London lawyer selected by the plaintiff can file a claim and motion record electronically in Peel Region, Metropolitan Toronto or the Niagara Region just as easily as he can electronically file such a claim and motion record here in London, and argue such a summary judgment virtually "in" Peel Region, Metropolitan Toronto or the Niagara Region just as easily as arguing such a virtual motion here in London.
- ii. Determination of the convenience of witnesses who might appear at trial in relation to this matter is arguably premature. However, for the reasons outlined above, witnesses with knowledge of this matter are inherently likely to reside outside of Middlesex County, and I received no suggestion to the contrary. Certainly, for purposes of the summary judgment motion, the plaintiff is relying on the affidavit of a principal plaintiff witness resident in Peel Region, and the defendant Ms Harris, (likely to be the only witness with relevant evidence from the defence perspective), resides in Fort Erie. For the purposes of the summary judgment motion, at least, all relevant witnesses easily can provide evidence via affidavit from locations outside Middlesex County.
- iii. The inappropriate additional burdens placed on the limited resources of the court's judicial centre here in London, from having to deal with a matter having no connection with Middlesex County, are antithetical to the convenience of the court in this judicial centre; i.e., insofar as the court

thereby has been and will be prevented from dedicating its limited resources to matters having a legitimate and rational connection with Middlesex County.

- e. As for Rule 13.1.01(2)(b)(vi), there are no counterclaims, crossclaims, or third or subsequent party claims in this litigation, let alone any that would affect a proper determination of the county or counties with which this dispute has a rational connection.
 - f. As for Rule 13.1.02(b)(vii), which focuses on “any advantages or disadvantages of a particular place with respect to securing the just, most expeditious and least expensive determination of the proceeding on its merits”, it was noted that the plaintiff, by bringing its action here in London, was now ready to have its motion for summary judgment heard and determined here in London, on its merits, on a basis that was not only more just but more expeditious; i.e., presumably in contrast to how quickly such a motion could be brought and determined in another county having a rational connection to the parties’ dispute. However, as emphasized repeatedly by this court in decisions such as *Business Development Bank of Canada v. Ang*, 2025 ONSC 1752, at paragraph 7, and *Gallant v. Roswell*, 2026 ONSC 2829, at paragraph 24, commencing a proceeding in a county without a rational connection to the underlying dispute, based primarily on a hope or expectation that an earlier hearing date may be obtained there for a summary judgment motion or a trial, is nothing more than forum shopping; a practice unfair to litigants who properly have brought their matters in the appropriate judicial centre, and which creates inappropriate strains on the limited judicial resources allocated to such centres.
 - g. As for Rule 13.01.02(b)(viii), relating to “whether judges and court facilities are available at the other county” to which a matter might be transferred, there was no evidence presented regarding this factor. However, there was nothing to suggest that the Superior Court of Justice has no judges or court facilities available in Peel Region, Metropolitan Toronto or the Niagara Region, and such evidence would be surprising. Again, to the extent it was simply being suggested that the judges and courthouses in those judicial centres are not available or will not be available soon enough in the view of the plaintiff, who perceived a hope or expectation of securing an earlier hearing here in London by circumventing the requirement to choose a venue rationally connected to the underlying matters at issue, that is simply a reflection of improper forum shopping.
7. Applying the factors set forth in Rule 13.1.02(2)(b) holistically as required by the authorities in this area, (i.e., recognizing that the balancing of such factors is not a purely numerical or mathematical counting exercise), I think it clear that London (Middlesex County) was not a reasonable choice of venue for this proceeding. To the contrary, based on my analysis of the relevant factors, I think it clear that the reasonable and appropriate choice of venue for this proceeding was Brampton, in Peel Region; a

venue which clearly has a rational connection to the underlying dispute, insofar as that is where the underlying contractual arrangements were made, where the plaintiff's relevant branch was and is located, where the plaintiff's identified office and witness addressing this dispute are located, and where the defendant was living at the time of the underlying contractual arrangements.

8. In my view, the circumstances made it appropriate for me to exercise the jurisdiction, now conferred by Rule 13.1.02(4) of the *Rules of Civil Procedure*, to make an order transferring this matter from London (Middlesex County) to Brampton (Peel Region).
9. In that regard, it was suggested by counsel appearing for the plaintiff that such a jurisdiction should not be exercised because this matter was commenced in London prior to the amended Rule 13.1.02(2) coming into force on February 1, 2026. However, I reject the notion that proceedings inappropriately commenced in venues having no rational connection with their underlying disputes are somehow "grandfathered" in terms of their supposedly being immunized or sheltered from the ambit of the jurisdiction now conferred upon the court by Rule 13.1.02(4). Without limiting the generality of the foregoing:
 - a. Such arguments wrongly suggest that there was nothing improper about such forum shopping practices prior to the recent rule amendments. That is simply incorrect. As emphasized in numerous decisions of this court pre-dating the recent rule amendments, such forum shopping was never appropriate. For example, as emphasized by RSJ Firestone at paragraphs 26-30 of his decision in *The Toronto-Dominion Bank v. The Other End*, 2025 ONSC 85, (a prominent decision released on January 6, 2025, more than three months prior commencement of the plaintiff's action herein), while plaintiffs were generally entitled at first instance to choose where they commenced proceedings, their decision had to be informed and reasonable. They did not have "carte blanche" to choose a particular venue without first considering whether the proposed judicial region and centre/location had a rational connection to the matters at issue in the proceeding. Doing so represented an exercise in forum shopping, which has never been appropriate, and which had to stop.
 - b. Numerous decisions of this court after that particular decision by RSJ Firestone repeatedly highlighted the inappropriateness of such forum shopping, and exhorted litigants and their counsel to refrain from such practices. However, as this case demonstrates, such exhortations were simply and in my view selfishly ignored by certain litigants and their counsel, who apparently made a deliberate decision to continue such inappropriate forum shopping to advance their

perceived self-interest, regardless of the associated and clearly identified burdens improperly being imposed on other litigants, (who took care to commence disputes in the judicial centres of counties with a rational connection to their disputes), and on judicial centres forced to dilute their limited judicial resources to deal with matters having no rational connection to their respective counties.

- c. In my view, such litigants and their counsel did so at their own peril. In particular, what was lacking, prior to the recent rule amendments, was not any widely publicized and repeated confirmation by the court that such forum shopping practices were and are unfair, wrong and improper, but an effective mechanism for judges to raise and address such concerns on their own initiative in situations not falling within Rule 13.1.01(1) or involving a motion by an affected party questioning a plaintiff's venue selection. In my view, the rule amendments now have provided judges with that ability, thereby enabling such judges:
 - i. to deny such litigants and their counsel the benefits of such improper forum shopping; and
 - ii. to prevent judicial centres inappropriately overburdened by having to address disputes which should be litigated elsewhere, and those with disputes legitimately and rationally connected with such centres, (who are unable to have their matters addressed as quickly or as properly as might otherwise be the case in the absence of such inappropriate resource diversion), from having to endure the unjust consequences of such improper forum shopping a minute longer.
- d. While every case must be decided on its own merits, those responsible for initiating a proceeding in a venue having no rational connection to an underlying dispute should not be surprised if judges, using their newly conferred ability to raise and address such forum shopping concerns on their own initiative, now transfer such matters to the venues where they belong at the first available opportunity. Of course, the delay and further expense inevitably associated with such transfers can be avoided, and should have been avoided, by litigants and their counsel making appropriate and proper venue determinations in the first place.

10. For similar reasons, (e.g., to express the court's ongoing disapproval of such improper forum shopping), I indicated that the plaintiff in this case was to be awarded no costs whatsoever in relation to the hearing before me, regardless of any provisions in the underlying agreement of the parties contemplating the plaintiff's recovery of costs associated with any collection proceedings.

Ian F. Leach

Justice I.F. Leach

Date: June 8, 2026