

# IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *GSM Visuals Ltd. (1306365) v. 1338479  
B.C. Ltd.,*  
2026 BCSC 1084

Date: 20260611  
Docket: S261641  
Registry: Vancouver

Between:

**GSM Visuals Ltd. (1306365) and Gursharn Singh**

Plaintiffs

And:

**1338479 B.C. Ltd., Bahram Heidari, Tinybot Vinyl Canada Ltd.  
BC1357578 and Doug Min**

Defendants

Before: The Honourable Madam Justice Forth

## Reasons for Judgment

The Plaintiff, Gursharn Singh, appearing in  
person, and as Representative for the  
Plaintiff GSM Visuals Ltd. (1306365):

G. Singh

Counsel for the Defendant 1338479 B.C.  
Ltd.:

M. Bertoldi

No other appearances

Place and Date of Hearing:

Vancouver, B.C.  
May 5, 2026

Place and Date of Judgment:

Vancouver, B.C.  
June 11, 2026

**Introduction**

[1] The defendant, 1338479 B.C. Ltd (“8479”), applied for a cancellation of a certificate of pending litigation (“CPL”) that was filed by the plaintiffs against property with a civic address of Unit 102, 13880 Wireless Way, Richmond, B.C. (the “Property”) on the basis that the plaintiffs had not plead an interest in land as required by s. 215 of the *Land Title Act*, R.S.B.C. 1996, c. 250 [*LTA*]. In the alternative, if this Court should find an interest in land has been sufficiently pleaded, 8479 argues that pursuant to s. 256 of the *LTA*, this Court should exercise its discretion to cancel the CPL because it is causing hardship and inconvenience to it.

[2] After hearing submissions from 8479 and Gursharn Singh on May 5, 2026 (the “Hearing”), I ordered that the CPL be cancelled, with no security. I indicated to the parties that I would provide reasons for that decision. These are those reasons.

[3] I have determined that the plaintiffs have failed to plead an interest in the Property, and therefore the CPL must be cancelled pursuant to s. 215 of the *LTA*. Considering this finding, I have not considered the alternative argument of whether or not 8479 has established hardship or inconvenience.

**Factual Background**

[4] 8479 is the registered owner of two strata lots, one with a civil address of Unit 100, 13880 Wireless Way, Richmond, and the Property (collectively, the “Premises”).

[5] On July 5, 2023, 8479, as landlord, entered into a commercial lease agreement with the plaintiff, GMS Visuals Ltd. (“GMS Visuals”) as tenant, and the plaintiff, Mr. Singh, as guarantor (the “Lease Agreement”), in respect to the Premises. GMS Visuals was engaged in the business of automotive wrap services and customization work.

[6] On or about June 10, 2024, the parties terminated the Lease Agreement (the “Termination Agreement”) for failure to pay rent. The Termination Agreement is signed by Mr. Singh and GMS Visuals along with other tenants. At the time of the

Termination Agreement, 8479 claims that the outstanding rent amounted to \$12,500. The terms of the Termination Agreement included that 8479 would keep the security deposit of \$9,450 and apply it to unpaid rent, cleaning fees, damages, legal fees, NSF fees, late fees administration fees or other amounts owed by the tenants.

[7] Mr. Singh says that he signed the Termination Agreement under duress and that it was 8479 that breached the terms of the Lease in failing to have functional water and a usable washroom. He claims that as a result, his operations were delayed. He claims that the validity of the Termination Agreement is in dispute and that the Lease Agreement remains the governing agreement.

[8] Mr. Singh claims that he was locked out of the Premises and the defendants seized his business property and investments.

[9] On February 9, 2026, 8479, as seller, entered into a contract of purchase and sale of the Premises with PSA Family Holding Corporation, as purchaser, for a purchase price of \$2,080,000 (the “Contract”). The completion date under the Contract was May 11, 2026. 8479 is required under the Contract to provide title to the Premises to the purchaser that is free and clear of all encumbrances.

[10] On March 4, 2026, the plaintiffs commenced this action by way of a notice of civil claim, which was subsequently amended on April 8, 2026 (“ANOCC”). On April 8, 2026, the plaintiffs registered the CPL against the Property.

[11] As of the date of the Hearing, the defendants have not yet filed a response to the ANOCC.

### **Legal Principles**

[12] To register and maintain a CPL against land, a party must claim an interest in that land: s. 215(1) of the *LTA*. To be validly registered, a CPL must be supported by pleadings that assert an interest in the lands subject to the CPL. Valid registration is a threshold criterion for its sustained registration under s. 215(1): *Bilin v. Sidhu*, 2017 BCCA 429 at para. 55.

[13] The relevant law was summarized in *Lipskaya v. Guo*, 2022 BCCA 118:

[63] Pursuant to the *LTA*, a CPL may be registered in the following circumstances:

215 (1) A person who has commenced or is a party to a proceeding, and who is

(a) claiming an estate or interest in land, or

(b) given by another enactment a right of action in respect of land,

may register a certificate of pending litigation against the land in the same manner as a charge is registered, and the registrar of the court in which the proceeding is commenced must attach to the certificate a copy of the pleading or petition by which the proceeding was commenced, or, in the case of a certificate of pending litigation under Part 5 of the Court Order Enforcement Act, a copy of the notice of application or other document by which the claim is made.

[64] The court has inherent jurisdiction to cancel a CPL that does not meet the preconditions for registration, that is, where no interest in land is claimed: *NextGen Energy Watervliet TWP, LLC v. Bremner*, 2018 BCCA 219 at para. 7; *Bilin v. Sidhu*, 2017 BCCA 429. An “interest in land” is claimed where title may change as a result of the proceedings: *V.B. v. K.B.*, 2013 SKQB 412 at para. 72. The court can cancel a CPL where damages would be adequate relief: *Wai v. Chung*, 2020 BCSC 34 at paras. 26–28. An application to cancel a CPL for non-compliance with s. 215 of the *LTA* does not involve a weighing of the evidence or an assessment of the strength of the claim—the court only considers whether such a claim is pleaded: *Yi Teng* at paras. 36–38.

[65] Further, as Skolrood J. noted, a CPL is not to be used as pre-judgment execution for a purely financial claim: at paras. 11–12, citing *Chen v. Jin*, 2019 BCSC 567.

[14] The test to be applied on an application to cancel a CPL that is alleged not to meet the preconditions of s. 215 is whether the facts pleaded, assuming them to be true, are capable of supporting a claim to an interest in land. In such an application, no evidence is to be considered: *Boston Development Corp. v. Takhar*, 2026 BCSC 784 at para. 12.

### **Analysis**

[15] The claim for breach of the Lease Agreement is not a claim in relation to land and does not support the filing of the CPL. A breach of a Lease Agreement may give

rise to a claim in damages but is not a claim where if successful, will result in any potential for the title to change.

[16] In the ANOCC, the plaintiffs claim an equitable lien on the Premises in relation to the leasehold improvements valued at approximately \$15,000. The plaintiffs assert that they invested in infrastructure improvements, including electrical installations, lighting systems, and warehouse operational fixtures. Clause 12.22 of the Lease Agreement specifically addressed that upon termination, the plaintiffs were required to surrender all the fixtures to 8479. Clause 14:03 provided that if the fixtures remained the property of the Plaintiffs, they were required to remove them from the Premises at their own cost. This claim does not assert any interest in the land.

[17] The ANOCC also seeks a declaration of constructive trust and a claim for unjust enrichment for the retaining of the leaseholder improvements.

[18] An action in unjust enrichment restores money or property to a plaintiff who can establish: (1) the defendant was enriched; (2) the plaintiff suffered a corresponding deprivation; and (3) the absence of a juristic enrichment: *Kerr v. Baranow*, 2011 SCC 10 at para. 3.

[19] The relationship between these parties is governed by the Lease Agreement which provided for what should take place upon the ending of it. The existence of this contract is a bar to the claim of an unjust enrichment. The deprivation and corresponding enrichment arose from the Lease Agreement and the Termination Agreement entered into by the parties.

[20] In *Soulos v. Korkontzilas*, [1997] 2 S.C.R. 217, the Supreme Court of Canada sets out the conditions that ought generally to be met to find a constructive trust:

- (1) the defendant must have been under an equitable obligation in relation to the activities giving rise to the assets in his hands;
- (2) the assets in the hands of the defendant must be shown to have resulted from deemed or actual agency activities of the defendant in breach of his equitable obligation to the plaintiff;

(3) the plaintiff must show a legitimate reason for seeking a proprietary remedy, either personal or related to the need to ensure that others like the defendant remain faithful to their duties; and

(4) there must be no factors which would render imposition of a constructive trust unjust in all the circumstances of the case.

[21] The ANOCC does not plead any circumstances which would entitle the plaintiffs to be entitled to a constructive trust. If the action is successful, the plaintiffs will be entitled to a monetary award and not any entitlement to the Property.

[22] I conclude that the ANOCC does not adequately claim a constructive trust based on unjust enrichment. The pleadings are inadequate, in their present form, to disclose an interest in land, and for that reason I ordered the CPL cancelled pursuant to s. 215 of the *LTA*.

### **Conclusion**

[23] For the above reasons, I ordered on May 5, 2026 that the CPL be cancelled pursuant to s. 215 of the *LTA*.

[24] I award costs to the defendant, 8479, in the cause.

“Forth J.”