

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Farm Credit Canada v. Desert Valley
Vineyard Ltd.*,
2026 BCSC 893

Date: 20260414
Docket: H251141
Registry: Vancouver

Between:

Farm Credit Canada

Petitioner

And

**Desert Valley Vineyard Ltd., Creston Valley Cherry Growers Ltd.,
H & R Orchards Ltd., Lakeside Cellars Ltd.,
Harbans Singh Dhaliwal, Harkesh Kaur Dhaliwal, Cherrycrest Inc.,
John Doe and Jane Doe**

Respondents

Corrected Judgment: The text of the judgment was corrected at paragraphs 25 and
26 on June 8, 2026.

Before: The Honourable Justice Gropper

Oral Reasons for Judgment

In Chambers

Counsel for the Petitioner:

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H. Mann

Counsel for the Respondents, Desert Valley
Vineyard Ltd., Creston Valley Cherry
Growers Ltd., H & R Orchards Ltd.,
Lakeside Cellars Ltd., Harbans Singh
Dhaliwal and Harkesh Kaur Dhaliwal:

L. Morrison

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Young Inc.:

B. Gibbons

Place and Date of Hearing:

Vancouver, B.C.
March 31, 2026

Place and Date of Judgment:

Vancouver, B.C.
April 14, 2026

[1] **THE COURT:** It is my view that a receiver ought to be appointed and with a postponement of certain powers, including the power of sale, for a period, and these are my reasons for reaching that conclusion.

Introduction

[2] In this application, the petitioner, Farm Credit Canada (“FCC”), seeks an order appointing Ernst & Young Inc. (the “proposed receiver”) as receiver and manager over all the property, assets and undertakings of the respondents Desert Valley Vineyard Ltd., Creston Valley Cherry Growers Ltd., H & R Orchards Ltd., Lakeside Cellars Ltd., Harbans Singh Dhaliwal and Harkesh Kaur Dhaliwal (collectively, the “Dhaliwal respondents”).

[3] FCC filed its petition in this matter on October 9, 2025, seeking to enforce its mortgage and personal security against the Dhaliwal respondents. The petition also seeks an appointment of a receiver of the real and personal property of the Dhaliwal respondents.

[4] The petition details the nature and extent of the 14 loans that FCC has provided to the Dhaliwal respondents. Eleven of the 14 are secured by four separate mortgages (the “mortgages”), two separate security agreements (the “security agreements”) and ten separate full recourse guarantees (the “guarantees”). Three of the 14 loans are crop input loans and are the subject of security agreements and full recourse guarantees which are embedded in three separate loan agreements dated April 12, 2022 together with corresponding credit limit change packages dated March 13, 2023.

[5] The Dhaliwal respondents oppose the appointment of a receiver. They assert that receivership is unnecessary because they will soon be able to pay the debt owed to FCC in full. They say that Raj Dhaliwal, who is the son of Harbans Singh Dhaliwal and Harkesh Kaur Dhaliwal, intends to borrow money from his cousin in the United Kingdom to pay off the FCC debts in full. They say the process is underway and, at the hearing of this matter, asserted that it should be completed by the week

of April 13, 2026. I note that we are in the week of April 13, 2026, and I am advised that this has not occurred.

[6] There is also the respondent Cherrycrest Inc., who is a party to this action and takes the same position as the Dhaliwal respondents in opposing the appointment of a receiver. I will explain their position further in these reasons.

Background

The operation

[7] The Dhaliwal respondents operate several farming businesses on their land in the vicinity of Creston, Lister, Oliver, and Osoyoos. They describe their various operations as follows:

- a) The respondent H & R Orchards Ltd. (“H & R”) operates a cherry packing plant with hay and grain farms. Raj Dhaliwal manages H & R and resides on a property owned by H & R (PID 009-941-746).
- b) The respondent Desert Valley Vineyard Ltd. (“Desert Valley”) operates a vineyard on the Desert Valley lands. The respondents Harbans and Harkesh Dhaliwal reside on one of the properties owned by Desert Valley.
- c) Certain of the H & R lands and the Desert Valley lands also contain residences that are rented to residential tenants.
- d) The respondent Creston Valley Cherry Growers Ltd. (“Creston Valley”) does not own any property and is no longer actively in business.
- e) The respondent Lakeside Cellars Ltd. (“Lakeside Cellars”) operates a vineyard and a winery on the Dhaliwal lands.

FCC financing

[8] To perfect its security in respect of the mortgage secured loans, FCC:

- a) registered a mortgage on March 1, 2022 under No. CA9754718 with Desert Valley as mortgagee on lands owned by Desert Valley (the “Desert Valley lands”);
- b) registered a mortgage on March 1, 2022 under No. CA9754713 and extended by CB480784 on February 16, 2023 with H & R as mortgagee on lands owned by H & R (the “H & R lands”);
- c) registered a mortgage on December 2, 2015 under No. CA4851029 and modified August 9, 2018 under No. CA6988183 and on March 1, 2022 under No. CA9754726 with Harbans and Harkesh Dhaliwal as mortgagees on lands owned by Harbans and Harkesh Dhaliwal (the “Dhaliwal lands”); and
- d) registered the security agreements in the British Columbia Personal Property Registry on December 1, 2015 and February 18, 2022.

[9] The Desert Valley lands, the Dhaliwal lands, and the H & R lands (collectively, the “lands”) consist of 768.56 acres over 23 parcels in Osoyoos and Creston Valley and, as noted, are used primarily as a vineyard, winery and orchards.

Default of payment

[10] Beginning in August 2024, the Dhaliwal respondents fell behind in their payments to FCC. By May 16, 2025, the arrears associated with the mortgage-secured loans had grown to \$1,755,299.16 and the crop input loans to \$189,509.21, for a total of \$1,944,808.37.

Attempts at refinancing and demands for payment

[11] Raj Dhaliwal deposes that since late 2004, he has been attempting to obtain financing from relatives in the United Kingdom to allow him, or his company Riverview Farms Ltd., to purchase assets from H & R to pay off the debt owing to FCC.

[12] The financing was originally delayed, he says, due to challenges with transferring the money internationally and tax concerns.

[13] Raj Dhaliwal deposes that on November 4, 2024, his relative Kavandeep Sampuran sent him a wire transfer confirmation to advise that the funds were being transferred to him from a US bank account. At the time, Raj believed that these funds were in the process of being cleared and that he would receive them. The wire transfer never cleared, and Mr. Sampuran withdrew the wire transfer request.

[14] Raj Dhaliwal advised FCC in December 2024 that he had received a wire transfer in the amount of \$70M and promised to bring the arrears owing to FCC current. That did not happen.

[15] On May 30, June 2, June 3, and June 23, 2025, FCC made demands on the Dhaliwal respondents to repay the loan.

[16] Raj Dhaliwal deposes that in early 2026, Raj's lender, his relative, engaged VFX Financial ("VFX") to facilitate the transfer of the purchase funds from the United Kingdom to Canada due to previous difficulties with the transfer. VFX advised that the lender was required to provide proof of funding for all sources of funds as part of its anti-money-laundering requirements, which was done.

[17] The Dhaliwal respondents claim to have entered into a contract of purchase and sale of the H & R lands on February 5, 2026, with a closing date of February 12, 2026 (the "first sale"). The petitioner provided a payout letter dated February 11, 2026. A copy of that first sale was not provided to FCC. The first sale did not complete. Raj Dhaliwal deposes that it did not because the parties had not agreed on a purchase price.

[18] The Dhaliwal respondents claim to have entered into a contract of purchase and sale of the H & R lands on February 26, 2026, with a closing date of March 10, 2026 (the "second sale"). The purchase price for the 20 properties was an aggregate of \$30M. The petitioner did not receive a copy of the second sale.

[19] As of March 10, 2026, the total amount owing on the mortgage-secured loans was \$26,994,395.46 with a total per diem rate of interest of \$3965.26. The total amount owing on the crop input loan was \$235,429.36, with a total per diem rate of interest of \$110.19.

[20] Raj Dhaliwal deposes that the second sale did not complete as his wife suffered a medical emergency on March 10, 2026 and was transported to hospital in Vancouver where she remains. Raj Dhaliwal says he was not prepared to deal with business matters at the time, and the closing was subsequently scheduled to March 26, 2026.

[21] Raj Dhaliwal deposes that on March 24, 2026, Mr. Sampuran attempted to initiate a wire transfer, but the wire transfer was not sent due to VFX having additional inquiries relating to anti-money-laundering requirements. VFX indicated they were satisfied with Mr. Sampuran's responses to their inquiries on March 24, 2026. Raj Dhaliwal further deposes that on March 26, 2026, Mr. Sampuran initiated the first of multiple wire transfers in the amount of £9 million sterling (approximately CAD \$16.5M). The funds were not reflected in Raj Dhaliwal's RBC account. Mr. Sampuran intended to wire the remaining purchase funds to Raj on March 27, 2026, but Raj Dhaliwal did not receive confirmation of this.

[22] Raj Dhaliwal further deposes that RBC's wire transfer department advised him that wire transfers of purchase funds should be reflected in his bank account within 3-5 business days of each transfer, following which the funds will immediately be available. Raj Dhaliwal says that, given that the anti-money-laundering requirements have been completed on the transferor's side, RBC is not expected to impose further compliance requirements on the receiving end.

[23] As of March 31, 2026, the date of this hearing, the per diem rate of interest on the mortgage secured loans increased to \$79,305.20 (\$3965.26 x 20) resulting in the amount owing on the mortgage secured loans increasing to \$27,073,700.66 not including legal costs. The per diem rate of interest on the crop input loans increased to \$2203.80 (\$110.19 x 20) resulting in the amount owing on the crop input loans

increasing to approximately \$237,633.16 not including legal costs. The combined amount owing as of the date of hearing on the mortgage secured loans and the crop input loans was approximately \$27,311,333.82 not including legal costs.

[24] The Dhaliwal respondents say that they have continued to operate the properties since they received the notices of intention to enforce a security from FCC, including farming the lands through the harvest season and selling the crops. The cherries, yellow peas, and barley grown on the lands this season have all been sold, with only about half of the barley remaining to be shipped to purchasers over the winter. The Dhaliwal respondents completed winterization of all the properties before the winter season, probably in November 2025.

The Appraisals

[25] FCC relies on an appraisal in respect of the Desert lands, the H & R lands, and the Dhaliwal lands that provides a combined value. FCC says it will suffer a significant shortfall.

[26] The Dhaliwal respondents have produced two appraisals of the H & R lands. The first one is dated January 14, 2026. It appraised 12 lots. The second one is dated February 26, 2026. It appraised eight lots. They rely on them to assert that the land value exceeds the debt.

[27] The Dhaliwal respondents have not tendered a current appraisal for the Desert Valley lands or the Dhaliwal lands.

Legal Framework

[28] FCC seeks to appoint a proposed receiver in accordance with s. 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 (*BIA*), c. B-3, s. 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253 (*LEA*), and s. 66 of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 (*PPSA*), as well as *Supreme Court Civil Rules*, B.C. Reg. 168/2009, Rule 10-2.

[29] Section 243(1) of the *BIA* provides:

(1) Subject to subsection (1.1), on application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:

- (a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;
- (b) exercise any control that the court considers advisable over that property and over the insolvent person's or bankrupt's business; or
- (c) take any other action that the court considers advisable.

[30] Section 16(2) of the *LEA* provides:

If, in a foreclosure, the purchaser or person claiming through the purchaser is given time to redeem, the court must order that the time for redemption be 6 months, unless the court considers, in the circumstances, that a shorter or longer period is justified.

[31] Section 29(2) of the *LEA* provides:

All rights under covenants and powers of forfeiture and re-entry in the lease remain in full force and are available against a subsequent breach of covenant or condition, assignment, underlease or other matter not specially authorized or made unpunishable by the licence, in the same manner as if no licence had been given.

[32] Section 39 of the *LEA* provides:

39(1) An injunction or an order in the nature of mandamus may be granted or a receiver or receiver manager appointed by an interlocutory order of the court in all cases in which it appears to the court to be just or convenient that the order should be made.

(2) An order made under subsection (1) may be made either unconditionally or on terms and conditions the court thinks just.

(3) If an injunction is requested either before, at or after the hearing of a cause or matter, to prevent any threatened or apprehended waste or trespass, the injunction may be granted if the court thinks fit, whether the person against whom the injunction is sought is or is not in possession under any claim of title or otherwise or, if out of possession, does or does not claim a right to do the act sought to be restrained under any colour of title, and whether the estates claimed by both or by either of the parties are legal or equitable.

[33] There are a number of factors the court may consider in exercising the discretion to appoint a receiver. These are commonly referred to in the cases as the

“*Maple Trade*” factors, referred to at para. 25 of *Maple Trade Finance Inc. v. CY Oriental Holdings Ltd.*, 2009 BCSC 1527:

- a) whether irreparable harm might be caused if no order were made, although it is not essential for a creditor to establish irreparable harm if a receiver is not appointed, particularly where the appointment of a receiver is authorized by the security documentation;
- b) the nature of the property;
- c) the preservation and protection of the property;
- d) the balance of convenience to the parties;
- e) the fact that the creditor has a right to appoint a receiver under the documentation provided for the loan;
- f) the effect of the order upon the parties;
- g) the conduct of the parties;
- h) the cost to the parties;
- i) the likelihood of maximizing return to the parties; and
- j) the goal of facilitating the duties of the receiver.

[34] As the cases point out, particularly *Royal Bank of Canada v. Canwest Aerospace Inc.*, 2023 BCSC 514 at para. 9, the *Maple Trade* factors do not constitute a checklist, but a collection of considerations to be viewed holistically in an assessment as to whether, in all the circumstances, the appointment of a receiver is just and convenient. The onus is on the secured creditor, in this case FCC, to satisfy the court that it is just and convenient to appoint a receiver in the circumstances.

[35] A secured creditor is entitled to elect the means by which it seeks to enforce its security as provided for under the applicable agreement, subject to the court

granting the relief sought (*Bank of Montreal v. Haro-Thurlow Street Project Limited Partnership*, 2024 BCSC 47 (“*Haro*”) at para. 95).

[36] The right of the creditor to make an application for a receiver is a strong factor in support of the imposition of a receiver. The “extraordinary nature” of the remedy sought is less essential to the inquiry and irreparable harm need not be demonstrated: see *Ward Western Holdings Corp. v. Brosseuk*, 2022 BCCA 32 at para. 35, and *Bank of Montreal v. Carnival National Leasing Limited*, 2011 ONSC 1007 at paras. 27-29.

Position of the Parties

FCC

[37] FCC has lost confidence in the Dhaliwal respondents' ability to repay the loans in full, based upon the following:

- a) On several occasions the Dhaliwal respondents' payments to FCC on account of the loans did not clear and were returned "not sufficient funds". This is included a cheque for approximately \$3300.
- b) Despite Raj Dhaliwal's email of December 1, 2024 to FCC enclosing what appeared to be a wire of transfer document showing a \$70M transfer to him and his promise to bring the arrears which were more than \$1M brought current, they were not.
- c) Copies of the documents in respect of the first sale were not provided to FCC, and the first sale did not complete. Copies of the documents related to the second sale was not provided to FCC, and the second sale did not complete.
- d) FCC has not received any documentary information from the Dhaliwal respondents regarding their plan to refinance the loans or sell the lands apart from the evidence they filed in response to this petition, which is

entirely dependent on the funds being provided by a relative in the United Kingdom.

[38] FCC argues that the conduct of the Dhaliwal respondents demonstrates that they are not willing or able to make any payments to FCC even to cure their ever-increasing interest arrears, yet they continue to operate their farming business on the lands.

[39] FCC says that in all the circumstances, it is just and convenient to appoint a receiver and manager over all the property and assets of the Dhaliwal respondents. The mortgage and security agreements expressly provide for an appointment of a receiver or a receiver manager over any and all of the Dhaliwal respondents' assets, property and undertakings charged by FCC security.

[40] FCC points out that the appraisals leave open the question if there is sufficient equity in the lands.

The Dhaliwal respondents

[41] The Dhaliwal respondents say that it is not just and convenient to appoint a receiver. Rather, they assert that several of the *Maple Trade* factors are met:

- a) The lands and equipment have sufficient equity;
- b) They are motivated to preserve the H & R Lands for imminent purchase by Raj;
- c) In the unlikely event that Raj does not purchase the H & R Lands, they are motivated to obtain a high sale price so they can retain the winery and Raj's residences;
- d) Two properties are residences of Harbans, Harkesh, and Raj Dhaliwal.
- f) They have continued to farm the lands since receiving Notices of Intention, including harvesting crops and selling them and winterizing the property.
- g) They have not shown a lack of candor or cooperation.
- h) The Appointment of a receiver is extraordinary relief that is not justified in the circumstances; and
- i) There is no evidence of irreparable harm that will occur if a receiver is not appointed.

[42] The Dhaliwal respondents say that there is unlikely to be a shortfall if there is a sale of the properties. They point out that FCC relies on an appraisal that values the property on a forced-sale basis, which the Dhaliwal respondents say will not be the case.

[43] Essentially, the Dhaliwal respondents say that the appointment of a receiver with the immediate power to market and sell the properties would effectively eliminate the redemption period to which they are entitled under the *LEA*. They assert this ought to be a foreclosure within a six-month redemption period, relying on s. 16(2) of the *LEA*.

[44] The Dhaliwal respondents refer to the *Maple Trade* factors in asserting that it is not just and convenient to appoint a receiver for the reasons that I have already delineated.

The Cherrycrest respondent

[45] The Cherrycrest respondent is named in this petition. It is not a party to the mortgages or any agreements between FCC and the Dhaliwal respondents. It has no contractual relations or any other obligations to FCC in relation to the properties that are the subject matter of this proceeding.

[46] Cherrycrest has claims against the properties registered to one of the Dhaliwal respondents: H & R. These properties are referred to as the "home block properties". The home block properties were subject to the contracts made between Cherrycrest and H & R in 2021 and 2022, and the particulars of those are set out in Cherrycrest's amended notice of civil claim in the Cherrycrest action against H & R.

[47] There is a dispute between Cherrycrest and H & R in the Cherrycrest action, which includes allegations concerning H & R failing to pay Cherrycrest money held in trust by H & R arising out of the parties' agreements relating to the home block properties or H & R's status as an agent for Cherrycrest concerning the processing, packing, managing, marketing, and sale of Cherrycrest's 2022 cherry harvest.

[48] Cherrycrest says that FCC is liable to account to it for the benefits and advantages received by it from H & R or the other Dhaliwal respondents in relation to the home block properties and the hay farm properties and is not entitled to claim priority to the Cherrycrest claims in relation to those properties. Cherrycrest further argues that FCC has known or ought to have known of the certificate of pending litigation filed by Cherrycrest against the title to the home block properties.

[49] Cherrycrest adopts the legal response of the Dhaliwal respondents regarding the *Maple Trade* factors, arguing that foreclosure is the preferred route: there is no evidence that the debt alleged to be owed to FCC is likely to result in a shortfall if the security was sold; there is no basis for diverging from a six-month redemption period rule; there is no basis for the appointment of a receiver; and there is no basis for staying proceedings in the Cherrycrest action.

The proposed receiver

[50] The proposed receiver also made submissions at the hearing of this matter, emphasizing that the goal of the receivership is to have all the claims against the Dhaliwal respondents dealt with in one proceeding in accordance with the *BIA* and the *LEA*. It notes that FCC's mortgages have priority over the Cherrycrest CPL, but that Cherrycrest can challenge that within the proposed receivership.

[51] The proposed receiver points out that it is also possible for the Dhaliwal defendants to redeem during the period of the receivership.

Discussion and Analysis

[52] I agree with FCC that the circumstances in the *Haro* case are analogous to those here. In that case, the secured creditor, the Bank of Montreal, sought to appoint a receiver over the objections of the debtors and guarantors. The position of the debtors and guarantors in *Haro* was similar to this case: they are entitled to an opportunity to redeem their equity of redemption in the mortgaged lands.

[53] Justice Fitzpatrick canvassed the authorities regarding a receiver as opposed to a foreclosure extensively.

[54] At para. 93, she referred to the respondents' opportunity to redeem at any time during a receivership stating: "Accordingly, a redemption can take place at any time prior to a sale being approved by the Court on application by any receiver."

[55] Fitzpatrick J. considered the principles and entitlement of a secured creditor to seek the appointment of a receiver over mortgage lands at para. 95-97:

[95] The issue could be considered through the lens of either foreclosure or receivership, as both are paths that a secured creditor, such as BMO may follow. As many cases illustrate, even within a foreclosure, receivership appointments may be sought. A secured creditor is entitled to elect the means by which the security will be enforced, as provided in the Credit Agreement, subject of course to the Court granting any relief sought from it.

[96] In foreclosure law, the Court is able to exercise its equitable jurisdiction to fashion a redemption period. The practice in most cases is to set a six-month redemption period, save in special or extraordinary circumstances. The onus in establishing that a shortened redemption period should be set rests on the mortgagee to prove such "extraordinary" or "special" circumstances. In most cases, those circumstances will be a proven risk by a lack of equity (either presently or over the redemption period) or some jeopardy to the property that requires immediate attention.

[97] In this case, BMO has chosen to pursue a receivership, not a foreclosure.

[56] In this case, FCC bears the onus of establishing the appropriateness of the appointment of a receiver, recognizing that it is "extraordinary relief which should be granted cautiously and sparingly".

[57] Fitzpatrick J. continues in *Haro* at paras. 98-99, 101.

[98] In receivership, as I stated above, a secured creditor also bears the onus of establishing the appropriateness of the appointment, again recognizing that it is "extraordinary relief which should be granted cautiously and sparingly". If the appointment is appropriate, the Court will then proceed to consider what powers should be granted to the receiver, including whether there should be a power of sale and, if so, when any sale powers should be effective.

[99] To that extent, there is great similarity in the test to be applied in both paths – whether foreclosure and/or receivership - in that the onus rests of the secured creditor/mortgagee to show special circumstances or justify the extraordinary relief sought.

...

[101] In my view, the above case authorities support the proposition that the Court should consider the debtor's equity of redemption in terms of whether a receiver will be appointed and, if so, whether that receiver will be granted the power of sale and when. Such a consideration is clearly relevant to the question as to whether any such appointment and power is "just or convenient", again having regard to the nature of the relief sought. In addition, a consideration of any equity of redemption also comes within the Maple Trade factors – factor (k) – in relation to the "effect of the order upon the parties".

[58] Here, there is a dispute about the value of the lands in relation to the debt. The appraisal provides a best estimate as to the value of the lands, but the true value is ascertained by what a purchaser is willing to pay for them after adequate market exposure.

[59] The Court should consider the debtor's equity of redemption in terms of whether the receiver will be appointed and, whether a receiver will be granted the power of sale and when.

[60] In this case, the Dhaliwal respondents have failed to take steps to refinance the loans or otherwise develop a plan for repayment, beyond this assertion that a relative intends to loan the money to Raj Dhaliwal to purchase the properties and repay the loans. Even in the face of these receivership proceedings, the Dhaliwal respondents have presented only one plan to FCC to repay the loans, and that has been ongoing since November of 2024. It has not come to fruition.

[61] It is reasonable for FCC to have lost confidence in the Dhaliwal respondents' ability to repay the debt in the circumstances. This is the only one plan that was presented for over a year and a half. It remains unclear whether the plan will be successful. I disagree with the Dhaliwal respondents' position that it likely will be, in that there has been no evidence to support that up to now. If it is, the Dhaliwal respondents will have a right to redeem during the receivership.

[62] As noted in *Haro* at para. 114: "where a secured party is entitled to appoint a receiver, the 'extraordinary nature of the remedy is less central to the enquiry'".

[63] I agree with FCC that the nature of the lands is unique and that the Desert Valley lands, the Dhaliwal lands, and the H & R lands consist of a land mass of 768.56 acres over 23 parcels primarily used as vineyards, wineries and orchards. They are not residential homes; and they cannot easily be listed on MLS.

[64] The properties have unique agricultural properties that will take a certain purchaser that is willing to proceed to operate various businesses. As such, selling these properties will require a specialized expertise of the receiver to competently list and market the properties.

[65] In the circumstances, I consider that FCC has met its burden to establish that it is just and convenient to appoint a receiver.

[66] In *Haro*, Fitzpatrick J. ordered the appointment of a receiver but postponed the order for sale. She ordered that the receiver be appointed immediately following her decision but not be empowered to undertake any sales efforts until after a six-week period. In addition, the receiver was unable to file any applications for approval of any sale until a further two months expired. I find this approach is reasonable in the circumstances here.

[67] The appointment of a receiver, I find, also allows the receiver to consider the priorities of FCC and Cherrycrest.

[68] I refer to the order made in *Haro*, but I invite the parties to provide input into the order that should be granted here. That is, the period that the receiver's appointment be effective, and the power of the receivers to be to be determined.

[69] Are there any submissions that the parties wish to make in that regard?

[SUBMISSIONS BY COUNSEL]

[70] THE COURT: I am satisfied that there does not need to be a period specified for the receiver to come back to court for approval of any sale that they may obtain, so I will not set one, as set out in *Haro*. I will just set the effective date of items (k), (l), and (m) as May 27, 2026.

[71] Thank you. I think we are clear on the order now. It will include the tracked changes at item 2. It will address the eviction provisions of 3(a), given that the Dhaliwal have homes on one of the properties. It will include the effective date of May 27, 2026, at items 3(k), (l), and (m). It will delete item (r) regarding shareholder partnership, joint venture, or other rights, and otherwise will be in the form that has been presented in the draft.

[72] CNSL A. HABIB: Thank you.

[73] THE COURT: All right. As to the matter of costs, I have determined to adjourn until some future date, perhaps whenever we are back. We will be back, so we can address it at some future date.

[74] CNSL A. HABIB: Justice, will you be seized of this matter going forward?

[75] THE COURT: I will be seized of this matter. Thank you.

“Gropper J.”