

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Beta Universal Investment Ltd. v.*
Boniventure Properties Ltd.,
2026 BCSC 1239

Date: 20260508
Docket: S248792
Registry: New Westminster

Between:

Beta Universal Investments Ltd. and Edward Eng

Plaintiffs

And

Boniventure Properties Ltd.

Defendant

Before: The Honourable Madam Justice Sharma

Oral Reasons for Judgment

In Chambers

The Plaintiff Edward Eng, appearing in
person and as representative for the plaintiff
company:

E. Eng

Counsel for the Defendant:

K.S. Thind

Place and Date of Trial/Hearing:

Vancouver, B.C.
May 8, 2026

Place and Date of Judgment:

Vancouver, B.C.
May 8, 2026

[1] **THE COURT:** I am going to give my judgment now. I thank Mr. Eng for presenting his position and for his patience today. He has a good knowledge of the facts of his case, and he was articulate. I know this is very important to him. I do appreciate that he was cooperative and he helped me by answering my questions.

[2] I already dismissed earlier today his application for an adjournment. During the hearing of the main application, at the end of his submissions, he asked again for what essentially amounted to an adjournment. I appreciate that what he said was he wanted more time to get some case law. I asked him about that and I asked for the other side's position. Having heard from both, I am not satisfied that giving him more time would be helpful for the reasons I will explain later.

[3] The defendant applies for summary judgment pursuant to Rule 9-6 of the *Supreme Court Civil Rules*. In the alternative, the defendant applies for summary trial under Rule 9-7. Those involved different legal tests.

[4] In response, the plaintiffs say this is not suitable to go either route. Mr. Eng says that the case should be allowed to go to a full trial, which is actually set for later this year, in August. He submits that if I look at the evidence he has put before me, he has demonstrated that there is a triable issue. The evidence is substantial and includes emails and documents.

[5] Mr. Eng represents himself and the plaintiff company. I may refer to Mr. Eng throughout, but I do not intend to distinguish between him and the company.

[6] I am well aware of my duty to ensure that his status as a self-represented litigant does not operate to his prejudice and that I ensure that the proceeding is fair taking into account his status, while not in any way impairing my neutrality. I have done my best to do so, and I am satisfied I have met my duty.

[7] I had the opportunity to review the material before we started today. This morning, I decided to first hear from Mr. Eng (even though it is the defendant's application) because I wanted to make sure I understood his position. His material was not written by a lawyer, which is fine. However, sometimes in that situation, it is

better to have the self-represented litigant first explain their position before hearing from the lawyer on the other side. That is how we proceeded today, and it was helpful to me to do so.

Mr. Eng's Material

[8] I will say that Mr. Eng's material has many hallmarks of material prepared by a self-represented litigant in volume and tone, but his material was easy to follow. There is a lot of duplication and repetition amongst his notice of civil claim, his application response, and his affidavits. However, his affidavits attach some relevant documents, and, as I said, he was articulate. I was able to understand everything he wanted to say.

[9] There is inadmissible content in his affidavits in that he makes claims without laying a proper factual foundation for doing so, and many portions read more like a legal argument. Where he has referred to facts in a neutral way (as opposed to argumentative or as opinions) and the facts are supported by a proper foundation, and where he has attached documents, I accept those portions to be his evidence. The portions of his affidavit that are in the nature of argument, or otherwise inadmissible, I accept those portions as his legal submissions.

[10] I want to make it clear that even if there are technical or legal defects with his affidavits, I consider that their content has been properly put before me, whether as evidence or as his submissions. Importantly, there are emails and documents that provide important objective facts, and I rely on those.

Facts

[11] Most of the facts, except a few I will mention, are not controversial or disputed by the parties.

[12] I am satisfied the material facts are accurately set out in the notice of application at paras. 1–17. Many of those facts, which provide mostly background, are in Mr. Eng's material as well.

[13] Mr. Bonin is the principal of the defendant. His affidavit (filed on behalf of the defendant) sets out a timeline of what happened, including his recollection of events. A lot of what is in his affidavit is consistent with Mr. Eng's affidavit.

[14] In the notice of application at paras. 18–28, there are references to other evidence. Mr. Eng takes issue with some of that content. Those paragraphs refer to the examination that was done of Peter Powers, who is a court bailiff that was hired by the defendant to oversee execution of the writ of possession. Mr. Powers was also the owner of the company, Accurate, which deals with commercial matters including writs of possession, seizures, and assisting lawyers. Accurate is certified by the Ministry of Attorney General.

[15] There is an assertion of facts by Mr. Powers and Accurate that when they arrived at the property, it was in a state of disrepair; they depose that the property was unorganized and, in their opinion, it was full of goods with no value. This is consistent with Mr. Bonin's affidavit. He deposed that the place was “not in good shape”.

[16] With regard to whether the goods and equipment had value, Mr. Eng strongly opposes the facts asserted in the defendant's evidence. He says that he has brought evidence to prove that, so I should not believe the defendant's facts about that to be true.

[17] He submits that the chattels being talked about as having no value were part of his business, including roll-forming machines, pieces of stock, thimbles, vinyl sheeting, and all sorts of other things. Mr. Eng tells me his business was providing material for the construction of properties, some of high value, including the Pinnacle Hotel.

[18] I am going to outline what Mr. Powers stated, and I acknowledge that Mr. Eng does not agree with these statements. Mr. Powers' view was that there were chattels left behind that had no resale value and those were ultimately scrapped. He said there were pieces of machinery not up to WorkSafe code standards and that they

did not have Canadian Safety Association certificates for wiring and safety standards. He said, in particular, there was a 24-stand roll-former that did not have a manufacturer's identification plate on it. He said the electrical panel had been modified, it was not up to code, and that it presented a hazard. In fact, he stated that one of his employees was electrocuted during the process of handling it.

[19] Mr. Powers determined that it would be best to hire an appraisal company, and he advised the defendant of his view. The defendant hired Timeline Services, who produced a report. Mr. Eng also takes issue with the contents of that report.

[20] Mr. Bonin's evidence is that that he hired Mr. Powers, Accurate, and Timeline Services and that he relied on them to execute the writ of possession and that he trusted them to do so. He did not give Accurate specific instructions as to what to do, or how to go about tasks, because he relied upon and trusted its judgment, knowledge, and expertise as a bailiff to execute the writ.

[21] The defendant produced an invoice from Accurate that said that the writ of possession was successfully executed, and it included a breakdown of accounts from Active Auction Mart, which dealt with disposal and sale of some of the assets.

[22] The defendant had paid a deposit to the bailiff, and then it was charged and paid an additional amount of just over \$600 to complete execution of the writ, and to return the property back to be in a state for the defendant's "peaceful possession".

[23] Mr. Eng referred me to facts in his affidavit that were in support of his primary positions. One of his positions is that there was a breach of the court order of Mr. Justice Taylor, and that his position on that is explained, in part, on the front of page 4 of his application response. He pointed to a number of paragraphs of facts and says that those show that there was a breach of the court order.

[24] He claims that there was a promise made to him by the lawyer acting on behalf of the defendant that they would only get rid of the equipment through auction. He claims that contrary to what that lawyer said, that is not what happened.

[25] Mr. Eng took me through emails, which he said made it clear that the lawyer understood there would be an auction. The lawyer then informed Mr. Eng sometime later that the equipment had already been gotten rid of. Mr. Eng says, "Well, that shows that either he (the lawyer) was misled by either the bailiff or by the landlord." Mr. Eng says that supports his position.

[26] He also says an important part of his case is his challenge to both Mr. Powers and Timeline's opinions, as well as the landlord's impression, to the extent they expressed it, that the equipment on the property was essentially worthless and that the shop was in a state of great disrepair. Mr. Eng takes great issue with those statements. He relies on a number of facts that he summarized in his application response at page 4, and those facts are also in his notice of civil claim. Those passages all refer to the same thing.

Legal Principles

[27] With regard to the law, there is no dispute about what the test is for Rule 9-6, and I will focus on Rule 9-6.

[28] Rule 9-6 allows a party in an action to apply for summary judgment in relation to a claim or a part of a claim. The onus is on the applicant, in this case the defendant, to prove that there is no triable issue, or that the other party is bound to lose, which is accepted to be a very high bar.

[29] The test is whether there is a genuine issue, meaning whether it is manifestly clear or beyond doubt that the claiming party is bound to lose. The idea behind the rule is that it is essential for the proper operation of the justice system to weed out cases at an early stage if they have no chance of success.

[30] If there is a genuine issue of fact arising from a conflict in the evidence, you can still rely on the summary judgment rule. It is not true that a conflict in the evidence automatically means you cannot apply the summary judgment rule. Part of the reason for that is because there is a requirement that a party has to put their best foot forward as to the existence or non-existence of material issues and

underlying facts. This notion comes from the Supreme Court of Canada decision in *Canada (Attorney General) v. Lameman*, 2008 SCC 14.

[31] However, the court is not supposed to weigh facts. So, where there are contested facts, the approach is that where there is a conflict, the court ought to assume that the plaintiff's facts as pleaded are true.

[32] The defendant relied on the *Drummond v. Moore*, 2012 BCSC 496, at paras. 24–26. That case repeats what I have just reviewed, and further confirms that where the court does agree that the other side is bound to lose, it is mandatory to dismiss the claim. The question asked is whether there is a *bona fide* triable issue. While affidavit evidence is not required, the Court in that case stated affidavits are very helpful. In this case, there is affidavit evidence.

[33] With regard to the law of conversion and/or unjust enrichment, the notice of application sets out the test accurately, and that is at pages 9 and 10, paras. 13–14. The defendant refers to *Simans v. Burnaby (City)*, 2014 BCSC 2442 at para. 45, which is helpful. I am not going to read all of that out. It is in the notice of application, and I accept that it is accurate.

Analysis

[34] I am granting the defendant's application today, and I will explain why.

[35] Mr. Eng, as I said, set out the facts, and except for a few that I have already mentioned, there is no dispute about the basic events.

[36] He says there was a breach of Mr. Justice Taylor's order for possession. A portion of the wording of that order states, "you are promptly to seize and sell at public auction or tender for best price available sufficient of the goods and chattels of Eward Eng".

[37] Mr. Eng says that in communication he had with the defendant's lawyer, it was accepted that there was going to be an auction and that he was led to believe

there would be an auction. Because ultimately, there was not what he believed to be a fair auction or an auction at all, he says that was a breach of the order.

[38] I do not agree. The order does not dictate that there has to be an auction, which is clear from the words of the order itself. Therefore, there is no chance that he can succeed on that issue. The court would not -- in this case did not -- dictate what has to be done with the goods.

[39] With regard to his claim about wrongful conversion and/or unjust enrichment, Mr. Eng said there are “untruths” in the evidence: he says the appraisal and the other evidence from Mr. Powers and Mr. Bonin that a lot of the equipment was unsaleable or worthless, are lies. He has not pleaded conspiracy or collusion, but in his submissions, he made that allegation.

[40] In support, he relies on specific evidence. In his affidavit starting at para. 33, he relates how he and his son went on the internet searching for machine dealers in the Lower Mainland around the end of November 2021. This was after they got an email that things were already taken away from the premises of the landlord.

[41] They came across two roll forming machines for sale by Lenmark Industry. Mr. Eng says those were the same ones that he bought from China. In his affidavit, he said he made some modifications to the machinery, and he gives his opinion of how much they are worth, including indicating how much he paid for them. He said he paid much more for them than what Timeline appraised them, which was only \$250. He submits that is clearly an untrue appraisal. Similarly, another machine was appraised at \$150. He refers to a panel saw and some vinyl sheeting and says the amounts in the appraisal given by Timeline are just clearly not true.

[42] His argument is since he bought his two machines and other things that were being sold by Lenmark Industry, and paid more than they were appraised at by Timeline, which proves the appraisal is not true because it undervalued the goods. He says that the value of the machines is a material fact, and that value is in dispute on the facts. He points out that the law requires me to assume that his facts are true.

[43] Even if I were to agree with him, and I found that he did buy back the exact same machines that were appraised, that would not mean his claim can succeed. That is because the items were apparently bought by Lenmark Industry, but we do not know for what price. More importantly, even if they were sold for more than the appraised amount, that is not proof the defendant did anything wrong.

[44] Mr. Eng is suing the defendant. He says it had a duty and an obligation to get the highest price for the equipment.

[45] I find they had a duty to comply with the order of Mr. Justice Taylor.

[46] Mr. Powers was examined by the defendant, and his evidence is on the record. He explained, based on his experience, the difficulties in liquidation sales. He also stated that with large pieces of equipment, it is worth more to the person originally possessing it because of the fact that they are able to use it on site.

[47] Mr. Eng was using the equipment for his business, but that equipment will not have the same value on the market because it has to be moved. So, it is reasonable that to Mr. Eng, that equipment was worth a certain amount that was more than the appraisal, but someone buying it had to transport it and deal with it, which lowers its value to anyone else.

[48] In any event, even if I accept Mr. Eng's statement that what he bought were the exact same machines, I do not see how that supports his claim as against the defendant, who was the landlord. The defendant hired a bailiff.

[49] Mr. Justice Taylor granted the defendant a writ of possession and said that the plaintiffs had to leave the property in seven days. Even if that timeline was extended by agreement to allow for the Court of Appeal hearing to proceed it is clear that eventually, the plaintiffs abandoned their property.

[50] I accept that Mr. Eng did not want to abandon the property. He were trying to come to an agreement with the defendant after leaving the property, but the

defendant had no obligation to accept the terms that Mr. Eng wanted, and the defendant did not accept those terms.

[51] The communications in the record show that the defendant was very clear that it would proceed with execution of the writ and disposing of the property. Even though it did not accept Mr. Eng's proposal, in my view, the defendant did give him an extension of time after which, but it was allowed to go ahead and dispose of the property.

[52] The main point is that whatever happened to the property after it was abandoned, it was no longer Mr. Eng's property based on what is said in *Simans* case. There was no obligation on the defendant other than to comply with Mr. Justice Taylor's order in terms of what it did with the property. I am satisfied it did comply.

[53] Mr. Eng also complained that he lost the opportunity to buy the property back. Again, he was trying to convince the defendant to let him stay on the property for another two months. He offered to pay rent in order to give him time to find a new place where he could appropriately put his property. That was clearly offered, and it was clearly rejected. That was not the cause of his loss. The defendant was entitled to rely on the writ of possession that it had already obtained, and it did so.

[54] Mr. Eng appealed Mr. Justice Taylor's order, and the Court of Appeal upheld Mr. Justice Taylor's decision. Mr. Eng tried to appeal to the Supreme Court of Canada but his application was denied. So, Mr. Eng did everything he could, but he was unsuccessful. That is why he remains unhappy. Given those events, I find he was well aware and knew how to navigate the legal system. He simply was not successful.

[55] In addition, there is another problem. As I said, he sets out in his affidavit about buying back what he says was his equipment. However, that was not done by Mr. Eng, but by Beta Universal Investment Ltd. However, that company has no

contractual relationship with the defendant: there is no privity of contract between them.

[56] Mr. Eng asked if he could amend his pleadings to remove Beta Universal Investment Ltd. ("Beta") as a party, because he thought the defendant was saying it was wrong to have that company as a plaintiff. However, the defendant's point was a different one, which is that Beta cannot claim a loss on behalf of Mr. Eng, who was the party subjected to the writ of possession. The company has no claim.

[57] Mr. Eng owns Beta, and I accept that his arguments made on behalf of Beta are the same as his. In other words, I am not prepared to find that technicality alone would deprive Mr. Eng of his claim.

[58] It is for the reasons that I have already stated that his claim has no chance of success. That is, again, that the defendant contracted with a bailiff. The bailiff's information which was in the evidence before me is that most of the equipment was not something it could offer for sale at an auction not only because of its condition but because of non-compliance with certain safety standards. Mr. Powers' evidence on that point, and on other points, accords with common sense and logic. I also accept it as logical and common sense that a liquidated sale means things will be sold for a lower value than they were being sold in the open market.

[59] It is for that reason that the difference between the pieces of equipment that Mr. Eng found for sale, which he says were his, and what they were appraised to be worth does not, in my respectful view, support out his claim.

[60] In any event, I do not see how such a claim could be brought against the defendant.

[61] Mr. Eng wanted to have more time before I gave judgment to give me case law. He wanted to find case addressing the notion that there is preference for having an auction in these situations, and he says that is based on or related to what he called the duty of someone who obtains a writ of possession to realize as much as they can.

[62] I did not allow an adjournment for that purpose for a number of reasons. The primary reason is because I have the order of Mr. Justice Taylor, and it does not require that there be an auction. Once Mr. Eng abandoned the goods, whatever duty the landlord had was to comply with the order of Mr. Justice Taylor. This was not a situation where the goods were being sold in order to pay back a debt.

[63] I also find that it would have been unfair to give Mr. Eng extra time because that amounts to an adjournment, which would have been unfair to the defendant. The defendant set this matter down for hearing. Counsel said, and I accept, that he tried to obtain a date in long chambers for several months before he could get this date. He even changed the date at the request of Mr. Eng from May 1 to today.

[64] The defendant wanted to have this application heard in order to save having to spend four days in trial in August. So, a further adjournment for Mr. Eng to find more cases was not, in my view, fair to the defendant.

[65] I add that I asked Mr. Eng very carefully about why he wanted me to give him more time. When I questioned him, he was able to answer my questions and demonstrate he was knowledgeable about the issue. However, he simply wanted time to get cases that would address the same basic legal basis that he had already put before me. I could see no advantage or benefit to him of delaying this matter because it could not change the outcome.

[66] For all those reasons, the application of the defendant is granted under Rule 9-6. I do not find it necessary to address Rule 9-7 summary trial.

[DISCUSSION ABOUT ORDERING A TRANSCRIPT OF THE JUDGMENT AND COSTS]

[67] **THE COURT:** With regard to costs, I will get written submissions from you both. Counsel, I would like you to prepare no more than five pages of submissions on costs within 14 days, and send it to Mr. Eng. You can include an affidavit if there is a need to do so. The five pages does not include your affidavit.

[68] Mr. Eng, when you receive his material about costs, I would like you to respond to it in writing and I would like you to take no more than five pages of written submissions. If you want to file an affidavit to respond to their affidavit, you can do that, too. You have 14 days from when you receive his material to send your material to the court.

[69] Counsel, would you please repeat that schedule in an email to Mr. Eng, so he has it in writing.

[70] Counsel, if you want to do a reply, it would be limited to two pages, seven days after you receive his mater, but you do not have to provide a reply.

[71] The submissions should come to Supreme Court Scheduling to my attention.

[72] Thank you for staying late, Madam Registrar.

“Sharma J.”