

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Beta Universal Investment Ltd. v.
Boniventure Properties Ltd.*,
2026 BCSC 1639

Date: 20260831
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

Reasons for Judgment

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

E. Eng

Counsel for the Defendant:

K.S. Thind

Written Submissions from the Plaintiffs:

May 29, 2026

Written Submissions from the Defendant:

May 25, 2026
June 1, 2026

Place and Date of Judgment:

Vancouver, B.C.
August 31, 2026

Background and Summary of Positions

[1] This judgment addresses costs. I issued judgement on May 8, 2026, indexed at 2026 BCSC 1239, on the application for summary judgment brought by the defendant, Boniventure Properties Ltd. ("Boniventure"). At the end of that judgement, I set out a schedule for the parties to submit written submissions about costs. I asked for clarification from Boniventure by memo dated July 17, 2026, and counsel responded that day. Although he was not invited to send any more material, Mr. Eng sent three emails, with various documents attached, to Supreme Court Scheduling. None of that material was relevant.

[2] Boniventure seeks an award of costs against the plaintiffs comprised of:

- a. costs against the plaintiffs at scale B, from the date of the commencement of the action on March 28, 2023, to the date of summary judgement on May 8, 2026;
- b. double costs against the plaintiffs at scale B from the date of a formal offer made August 12, 2025, to the date of the summary judgement on May 8, 2026;
- c. costs be fixed at \$11,796.66, inclusive of disbursements; and,
- d. that the plaintiff Mr. Eng deposit as security into court the costs of the current action and outstanding costs and damages from the prior action before taking any further steps in this action.

[3] Boniventure filed an affidavit with an attached bill of costs, inclusive of disbursements, totaling \$11,796.66. I asked counsel for Boniventure to clarify what portion of the tariff costs totalling \$8,635.99 were attributable to costs incurred after August 12, 2025. Counsel confirmed that \$3,135 (pre-tax) are attributable to that work.

[4] That affidavit also confirms facts that were before me at the hearing on May 8, 2026, which are relevant to the issue of costs. Those facts are that:

- a) on May 4, 2021, Boniventure (as the plaintiff) obtained judgement against Edward Eng (and his son Frank Eng, who is not a party to this action) in a related action: *Boniventure Properties Ltd. v. Eng*, 2021 BCSC 1716;
- b) the judgment awarded Boniventure \$7,499.25 for unpaid rent, plus interest;
- c) Boniventure was also awarded pre-judgment costs fixed at \$4,000; and,
- d) the Court of Appeal upheld the May 4, 2021 decision, including that the fixing of pre-judgment costs was appropriate in the circumstances: 2022 BCCA 330 at para. 42.

[5] That action concerned the same underlying dispute that was before me in this action.

[6] In that action, Boniventure sent a letter dated February 7, 2025, to Mr. Eng and his son. That letter was a response to a settlement that Mr. Eng and his son proposed by a letter dated January 28, 2025.

[7] In the February 7, 2025, letter, Boniventure set out that the following amounts were outstanding at that point:

- a) the award for unpaid rent together with interest, which totalled \$9,224.72;
- b) the fixed amount for pre-judgment costs in the amount of \$4,000; and
- c) costs incurred by Boniventure in taking steps to recoup the amount owed in the amount of \$8,044.72 (a bill of costs in that amount was attached to the letter).

The total of the preceding amounts is \$21,269.44.

[8] The February 7, 2025, letter proposed that if Mr. Eng and his son paid \$5,000 in partial satisfaction of the outstanding debt within four days of accepting the settlement, Boniventure would discharge judgments it had registered against

properties owned by them, and would send proof of that discharge to Mr. Eng's lawyer who was apparently working on getting re-financing. The discharge would be provided on that lawyer's undertaking that the full amount of the debt owed to Boniventure would be paid to its lawyer in trust from the proceeds of the re-financing. If the undertaking was not possible, the lawyer would return the discharge.

[9] Boniventure also stated that acceptance of its offer would constitute a settlement of all claims in that litigation "as well as any and all other claims between yourselves and Boniventure ... including all claims in any parallel proceedings". The offer remained open until February 14, 2025. It was not accepted.

[10] To date, the plaintiffs in the related litigation, which include Mr. Eng, have failed to pay any of the amounts indicated above.

[11] The affidavit also explains the steps Boniventure has taken to respond to the current litigation started by Mr. Eng, which includes:

- a) steps taken to get an order to conduct a pretrial examination of the bailiff;
- b) conducting an almost hour-long examination of the bailiff on August 7, 2025;
- c) preparing for and attending multiple chambers applications relating to, among other things, the plaintiffs' application for late filing of a trial brief, and the plaintiffs' application to reinstate a trial and to amend the notice of civil claim, as well as production of third-party records;
- d) preparation of trial brief and attendance at a trial management conference on July 29, 2025; and
- e) preparation for trial, including preparation of will-say statements, interviewing witnesses, and completing a document agreement.

[12] In relation to this litigation, the defendant made a formal offer pursuant to Rule 9-1 of the *Supreme Court Civil Rules*, B.C. Reg. 168/2009 on August 12, 2025.

The offer was that the plaintiffs discontinue the court action, with costs and disbursements payable to Boniventure.

[13] Since that offer was made (and not accepted), counsel for Boniventure:

- a) prepared for trial (then set for August 18, 2025, which did not proceed);
- b) attended the courthouse, awaiting the start of trial in Abbotsford;
- c) amended the response to civil claim in response to amendments to the notice of civil claim; and
- d) prepared material for the summary trial application and attended the hearing.

[14] Boniventure submits it did not have the requisite evidence to support the application for summary judgement or summary trial until it completed the pretrial examination in August 2025. Since that time, Boniventure promptly sought dates to have its application heard. As I mentioned in the previous judgement, I accept that Boniventure was diligent in seeking dates as far in advance of the trial date (which was re-set from August 2025 to August 2026), but was unable to obtain an date earlier than in May for a long chambers hearing, which is a difficulty well known to the Court.

[15] Boniventure's position is that if the plaintiffs had accepted the offer, it would not have to have incurred the litigation costs for the past eight months. It submits that the plaintiffs knew or ought to have known that their pleadings did not reveal any real dispute between the parties and, therefore, it was reasonable for the plaintiffs to accept the offer. For that reason, the defendant seeks an order for double costs from the date of the formal offer: *Pan v. Dong*, 2024 BCSC 1464.

[16] Boniventure also points out that Mr. Eng has been litigating against it since 2018 and it has been successful in each instance. Despite that, it anticipates having to expend and incur additional legal costs in relation to this matter. Indeed, the court is aware that Mr. Eng has already filed a notice of appeal.

[17] In all the circumstances, the defendant submits that it is just and appropriate that Mr. Eng be required to deposit the costs awarded in the current action and pay them into court prior to taking any further steps. The defendant relies on the legal reasons laid out in *Guo Law Corporation v. Li*, 2026 BCSC 795 at paras. 106–107 and *Han v. Cho*, 2008 BCSC 1229.

[18] Boniventure also seeks that the costs be fixed, instead of being assessed by the registrar, because the amount sought is disproportionate to the amount it would cost to attend a registrar's hearing. It submits this is especially important given Edward Eng's failure to pay costs of the other litigation.

[19] While the defendant accepts that costs in each case depends on the particular facts of that litigation, it points out that the Court of Appeal decision in the related litigation is compelling and applicable to the facts in this action. In that way, it says the circumstances regarding that litigation, especially that the amounts awarded to Boniventure remain unpaid, justify the orders it seeks.

[20] The plaintiffs' written submissions state that ordinary costs should not be awarded for the hearing before me, that costs should be reserved to the trial judge, and/or that ordered to be costs in the cause. They submit the application for summary trial was "unnecessary, premature and unsuitable in light of the extensive factual conflict, credibility disputes, delayed disclosure issues, and the already scheduled 4-day conventional trial" set to commence August 17, 2026.

[21] The plaintiffs' submissions reiterate arguments they made at the hearing on the summary judgement application, including submissions about what they assert were improprieties in how the matter was set for hearing, none of which were accepted at the hearing on May 8, 2026. The plaintiffs go further and actually seek that the Boniventure pay the plaintiffs \$15,000 for them to appeal the matter to the Court of Appeal, which itself is unreasonable.

[22] The plaintiffs assert that they acted reasonably throughout the proceedings. However, in the written submission on costs, they repeat allegations that there was

false evidence put before the Court notwithstanding the rejection of that submission at the May 8, 2026 hearing. I add that without invitation, they sent material on costs to the Court, none of which was helpful.

Analysis

[23] Having heard and decided the summary judgment application, and carefully considered the material filed by both parties, I agree with Boniventure's position on costs.

[24] Boniventure was successful and is entitled to its costs. I am also satisfied that it is appropriate to fix those costs because the time and costs required to attend to the inevitable proceedings before the registrar are disproportionate to the total costs awarded.

[25] I emphasize that I am mindful that Edward Eng is a self-represented litigant, and I have specifically taken that into account in my consideration of the evidence and the positions of the parties. However, given the long history of the dispute between these parties, I am persuaded that Mr. Eng ought to have known that the current litigation had no chance of success given that it re-treads ground already the subject of its unsuccessful appeal in the related action. Accordingly, he ought to have accepted Boniventure's offer.

[26] By way of explanation, it is helpful to review the basic facts of the dispute between these parties, which puts the plaintiffs' position on costs in the proper context. The following facts are set out in the Court of Appeal's decision (paras. 4–15):

- a) Boniventure first entered into a lease with Edward Eng's company New Fortune in 2012. The lease was handwritten, and while there were some disputes, the parties were content to proceed under the handwritten lease, modified to reflect the tenants would be Edward Eng and Frank Eng since New Fortune was dissolved in 2013.

- b) At the end of the original term, Boniventure advised the tenants that rent would be increasing.
- c) There were attempts by the parties to negotiate over the issue of increased rent, but the plaintiffs only paid the base amount, and not the increase, so arrears accumulated.
- d) Boniventure delivered notice to end the tenancy in September 2018, asking the tenants to leave by October 31, 2018.
- e) The landlord applied in February 2019 for an order that the court appoint a time and place to enquire if Edward Eng's company (New Fortune) was a tenant for a period that had expired, whether the tenant held possession against the right of the landlord. They also applied for a writ of possession and for an award for arrears in rent. Edward Eng responded to that agreeing to the inquiry, but opposing the relief sought.
- f) In September 2020, Edward Eng and Frank Eng were added as parties to Boniventure's petition.

[27] Those are the foundational facts, which resulted in Boniventure successfully obtaining an order for possession from this Court in May 2021. As noted, the Court of Appeal upheld that decision, including that the plaintiffs pay the arrears.

[28] Those arrears, the interest ordered to be paid on them, and associated costs remain unpaid. In the meantime, Boniventure has had to contend with the current litigation, which has been dismissed for reasons I have already articulated in my former judgment, and will not repeat here.

[29] Put simply, Boniventure is owed unpaid rent from 2018, which it has still not received and, in the meantime, has spent tens of thousands of dollars dealing with litigation over that unpaid rent, which originally totalled just under \$8,000.

[30] While I appreciate the plaintiffs portray this action as raising an issue different from what has already been decided against them (actions related to the execution

of the writ of possession), they continue to assert and rely on their version of events for matters already determined against them by the Court of Appeal.

[31] It is important to keep in mind that costs are an important element of civil litigation, and play an important role in encouraging parties to avoid bringing frivolous matters to court, or pursuing matters for which it is obvious there is no chance of success. I find those aspects are at play in this matter.

[32] I add that viewing the matter more generally, from an administration of justice point of view, Boniventure's position on costs is compelling. Boniventure had no choice but to proceed in this Court rather than Small Claims Court. It has spent over six and a half years in litigation with its former tenants trying to collect unpaid rent. It has been successful at every turn, and yet, Edward Eng has refused to pay the amount he ought to have paid in 2018. In addition, he commenced new litigation against Boniventure.

[33] For those reasons, I find it appropriate that double costs be awarded from the date of Boniventure's offer of August 12, 2025.

[34] Boniventure also seeks security of costs against Edward Eng, in the manner discussed in *Han*. They ask for the unusual condition that the security include not only costs of his action, but the amounts that remain unpaid from the related litigation.

[35] I am aware that Edward Eng has commenced an appeal. It seems to me that is the correct forum in which to seek security of costs for this action.

[36] However, I am aware that Edward Eng has, in relation to his dispute with Boniventure, proven to be keen in pursuing his case, for instance, by applying for leave to appeal the Court of Appeal's decision to the Supreme Court of Canada. In light of all the background I have discussed above, I find Boniventure is entitled to some assurance that the plaintiffs cannot continue to try and get relief surrounding their lease dispute with Boniventure while the amounts due in the related action are unpaid.

[37] For those reasons, in the specific circumstances of the history of litigation between these parties, I rely on the Court's inherent jurisdiction and exercise my discretion and order that the plaintiffs, and any other company Edward Eng owns or controls, can take no further steps in this Court, including any step in this action or starting a new action against Boniventure in relation to their former lease, unless and until \$21,269.44 is paid either to Boniventure directly, paid to its lawyer, or paid into court.

Conclusions

[38] For all the reasons expressed in this judgement, I order as follows:

- a) The plaintiffs shall pay forthwith costs that I fix at \$14,930.96, comprised of:
 - i. double costs for all steps taken by Boniventure after August 12, 2025, to present, in the amount of \$6,270; and
 - ii. costs of this action from May 28, 2023, to May 8, 2026, at Scale B, including disbursements, which, excluding the amount awarded above, is \$8,660.96.
- b) Unless and until \$21,269.44 is paid either to Boniventure directly, paid to its lawyer, or paid into court, the plaintiffs and any other company Edward Eng owns or controls:
 - i. cannot take any further steps in this Court, including any step in this action; and,
 - ii. cannot or starting a new action against Boniventure in relation to their former lease.

"Sharma J."