

COURT OF APPEAL FOR ONTARIO

CITATION: Dalren Limited v. Loadstar Trailers Inc., 2026 ONCA 500

DATE: 20260708

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Coroza, Madsen and Rahman JJ.A.

BETWEEN

Dalren Limited

Applicant (Appellant)

and

Loadstar Trailers Inc. and 1978327 Ontario Ltd.

Respondents (Respondents)

Robert J. Kennaley and Joseph E. O’Hearn, for the appellant

J. Christopher Russell, for the respondents

Heard: July 2, 2025

On appeal from the judgment of Justice Robert Charney of the Superior Court of Justice, dated December 18, 2024, with reasons reported at 2024 ONSC 7144.

Coroza J.A.:

I. OVERVIEW

[1] This appeal deals with the transitional provision of the *Construction Act*, R.S.O. 1990, c. C.30, s. 87.3. The underlying dispute is between the appellant, Dalren Limited (“Dalren”), and the respondents, 1978327 Ontario Ltd. (“197”) and

Loadstar Trailers Inc. (“Loadstar”), about the construction of a trailer manufacturing facility in Cobourg, Ontario.

[2] Loadstar and 197 invited Dalren, a general contractor, to submit a proposal to construct the trailer manufacturing facility for Loadstar. On December 11, 2017, Dalren provided a preliminary proposal to build the facility at premises known as “Thompson Street”.

[3] Negotiations over the proposal and price delayed the execution of the contract to construct the project for the next three years.

[4] Eventually, on or around December 11, 2020, Dalren and 197 executed a contract to build the facility at different premises, known as “Dodge Street”. Dalren subsequently completed the project and provided 197 with 13 invoices for payment. A dispute arose between the parties about two of these invoices. The details of this dispute are not relevant to this appeal.

[5] Dalren commenced an application under rr. 14.05(3)(d) and (h) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194. The question before the application judge was which statutory regime governed the dispute: the former *Construction Lien Act* (the “Former Act”), or that act as amended in 2017, the *Construction Act* (the “Amended Act”).

[6] Dalren took the position that the Amended Act applies. 197 took the position that the Former Act applies. Under the Amended Act, the prompt payment

provisions in ss. 6.4(1) and 26(1) would entitle Dalren to immediate payment of the disputed invoices, notwithstanding the ongoing dispute. Conversely, under the Former Act, 197 could lawfully withhold payment of the disputed invoices until the dispute was resolved.

[7] The Amended Act contains a transitional provision, s. 87.3, which provides, in part, that the Former Act continues to apply “with respect to an improvement if ... a procurement process for the improvement was commenced before July 1, 2018 by the owner of the premises”: s. 87.3(1)(b). The outcome of Dalren’s application hinges on the interpretation of this provision.

[8] Interpreting and applying s. 87.3(1)(b), the application judge concluded that the Former Act applied to the dispute. The application judge found that Dalren’s initial proposal in 2017 was part of the “procurement process” for the project that was eventually executed in 2020. Thus, the procurement process for the project was commenced by 197 before July 1, 2018, meeting the criteria of s. 87.3(1)(b). The application judge found it irrelevant that Dalren’s initial proposal envisioned the facility would be built on a property different from where it was eventually built.

[9] Accordingly, the application judge concluded that 197 did not have to pay the outstanding invoices until the dispute was resolved.

[10] Dalren appeals. Dalren contends that the application judge erred in his interpretation and application of s. 87.3(1)(b) in two ways.

[11] First, Dalren submits the application judge erred in concluding that the initial proposal for Thompson Street was part of the “procurement process” for the actual “improvement” built on Dodge Street in 2020, despite the change in location.

[12] Second, Dalren submits the application judge erred in concluding that this procurement process was commenced by the “owner of the premises”, despite the fact 197 did not have an interest in Dodge Street in 2017.

[13] For the reasons that follow, I would dismiss the appeal. I see no error in the application judge’s careful analysis and interpretation of s. 87.3(1)(b). In my view, the application judge’s conclusion is consistent with the structure and purpose of the transitional provision and the construction lien regime more generally.

II. RELEVANT FACTUAL BACKGROUND

[14] Loadstar is a trailer manufacturing business. 197 is a company affiliated with Loadstar. 197 was incorporated for the purpose of purchasing a property upon which to construct a manufacturing facility for Loadstar. Dalren is a general contractor.

[15] As stated above, Loadstar and 197 invited Dalren to submit a proposal for the construction of the manufacturing facility. Dalren submitted its proposal. At the time of the proposal, the anticipated location of the facility was Thompson Street. Thompson Street was never purchased by 197.

[16] Dalren and 197 engaged in negotiations over the proposal for the next few years. When the contract was eventually executed in 2020, the anticipated site for the facility had changed to Dodge Street. 197 formally purchased Dodge Street for the project in 2021. A dispute over the construction of the facility arose.

[17] There are five key dates that are relevant to this appeal. These dates inform the timing of the procurement process under s. 87.3(1)(b) of the Amended Act.

- December 11, 2017: Dalren submits a proposal for the construction of the facility at Thompson Street.
- July 1, 2018: The Amended Act comes into force, minus the prompt payment and arbitration provisions. Importantly for this appeal, the Amended Act, without those provisions, applies to any procurement process commenced on or after this date, pursuant to s. 87.3. Otherwise, the Former Act applies.
- October 1, 2019: The prompt payment and arbitration provisions of the Amended Act come into force. Importantly for this appeal, a contract signed after this date is subject to the Amended Act, including the prompt payment and arbitration provisions, unless the Former Act applies to that contract by virtue of s. 87.3.

- December 11, 2020: The contract between Dalren and 197 for construction of the facility at Dodge Street is executed on or around this date.
- February 26, 2021: 197 formally purchases Dodge Street.

[18] The question on appeal is whether, based on this timeline, the prompt payment provisions of the Amended Act apply to the dispute.

III. LEGISLATIVE SCHEME

1. The Construction Lien Regime

[19] Before turning to the issues raised by the parties, it is useful to briefly summarize the purpose and structure of the construction lien regime.

[20] Construction liens are a statutory creation that grant tradespeople a security interest in the premises they improve. Construction liens are meant to remedy challenges arising from the typical cash flows on construction projects.

[21] The principle is that “an owner should be liable to persons who have supplied services or materials to the improvement of his premises, and that the premises should stand as security for their payment”: *Report of the Attorney General’s Advisory Committee on the Draft Construction Lien Act* (Toronto: Ministry of the Attorney General, April 1982), at p. 649.

[22] The Amended Act introduced two significant changes to the construction lien regime. These changes are:

- (i) prompt payment provisions were implemented, pursuant to Part I.1;
and
- (ii) disputes became subject to interim arbitration, pursuant to Part II.1.

[23] Under the prompt payment provisions in Part I.1, owners are now required to pay disputed invoices at the outset of a dispute, to be refunded if the owner is ultimately successful, rather than pay only if and when the owner is ultimately found liable.

[24] As noted above, the transition to the Amended Act was staggered. Most of the Amended Act came into force on July 1, 2018, however the prompt payment and interim adjudication provisions came into force on October 1, 2019.

[25] The transitional provision of the Amended Act, s. 87.3, outlines rules for which regime governs a particular construction dispute: (i) the Former Act; (ii) the Amended Act minus the prompt payment and arbitration provisions; or (iii) the Amended Act in its entirety. The question in this case is whether (i) the Former Act or (iii) the Amended Act in its entirety applies.

2. The Text and Context of s. 87.3(1)(b)

[26] The relevant portions of s. 87.3 of the Amended Act provide as follows:

87.3 (1) This Act and the regulations, as they read on June 29, 2018, continue to apply with respect to an improvement if,

[...]

(b) a procurement process for the improvement was commenced before July 1, 2018 by the owner of the premises...

[...]

(4) Parts I.1 and II.1 do not apply with respect to the following contracts and subcontracts:

[...]

2. A contract entered into on or after [October 1, 2019], if a procurement process for the improvement that is the subject of the contract was commenced before that day by the owner of the premises... [Emphasis added.]

[27] Under s. 87.3 of the Amended Act, contracts and subcontracts “with respect to” an improvement are grouped together and governed by the same statutory regime, regardless of when each contract was individually entered into: *Crosslinx Transit Solutions Constructors v. Form & Build Supply (Toronto) Inc.*, 2021 ONSC 3396, 18 C.L.R. (5th) 143, at para. 23.

[28] Per s. 87.3(1)(b), and as described more fully below, the statutory regime governing the contracts and subcontracts for an improvement may be determined by the date of the first “procurement process” for that improvement. Section 1(4) of the Amended Act defines when a procurement process commences for the purpose of s. 87.3(1)(b):

For the purposes of this Act, a procurement process is commenced on the earliest of the making of,

(a) a request for qualifications;

(b) a request for quotation;

(c) a request for proposals; or

(d) a call for tenders.

Any of these four processes is sufficient to trigger the application of s. 87.3(1)(b).

[29] The term “procurement process” does not appear in the Former Act. That term only appears in the Amended Act with reference to the transitional provision.

3. Decision Below

[30] The application judge concluded that the Amended Act did not apply to the dispute. For ease of reference, I excerpt the relevant reasons of the application judge below.

Reviewing the various documents appended to the December 11, 2020 Contract, I am satisfied that they relate to the same procurement process for one improvement, that being the manufacturing facility. The fact that the location of the proposed facility changed did not mean that there was more than one improvement. The location of the proposed improvement was inchoate until the final decision was made to build it on Dodge Street, but it was one process for one improvement.

I am also satisfied that the procurement process for this improvement commenced by December 11, 2017.

[...]

In my view, 197 qualifies as an “owner” under the Act, because the manufacturing facility (the improvement) was built at Dodge Street “at the request” of 197 and on its behalf and for its direct benefit. It does not matter that 197 was not the registered owner of the Dodge Street property when the procurement process began, or even

when the Contract was signed on December 11, 2020. At the time the improvement was made, 197 had a lienable “interest in the premises” upon which the improvement was made and is an owner under the [Amended Act] and for the purposes of s. 87.3.

[31] In sum, the application judge found that the procurement process for the improvement on Dodge Street began before July 1, 2018 and that 197 was the owner of the premises when the improvement was made. Thus, applying s. 87.3(1)(b), the prompt payment provisions of the Amended Act did not apply.

[32] Accordingly, the application judge dismissed the application.

IV. ISSUES ON APPEAL

[33] Dalren concedes that the 2017 request for a proposal was a procurement process within the meaning of the Amended Act. However, Dalren disagrees with the application judge’s interpretation of two key terms in s. 87.3(1)(b): (i) “for the improvement”; and (ii) “the owner of the premises”.

[34] First, Dalren submits that the application judge erred in his interpretation of the term “for the improvement” in s. 87.3(1)(b). According to Dalren, the 2017 proposal for Thompson Street was not “for” the same “improvement” eventually constructed on Dodge Street in 2020. Dalren argues that an “improvement” is linked to a particular property. Because the 2017 proposal contemplated a different property from that for which the agreement was ultimately executed and on which construction ultimately began, it dealt with a different improvement.

[35] Second, Dalren submits that the trial judge erred in his interpretation of the term “owner of the premises” in s. 87.3(1)(b). According to Dalren, the 2017 procurement process was not commenced by “the owner of the premises” because 197 did not own Dodge Street in 2017. Because the premises to be improved was not owned by 197 at the time the procurement process commenced, it was not commenced by the “owner of the premises”.

[36] I would reject both of these submissions.

V. STANDARD OF REVIEW

[37] This appeal engages basic principles of statutory interpretation. Accordingly, a correctness standard applies. Matters of statutory interpretation are properly characterized as questions of law that should be decided on a correctness standard of review: *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65, [2019] 4 S.C.R. 653, at para. 37, citing *Housen v. Nikolaisen*, 2002 SCC 33, [2002] 2 S.C.R. 235, at para. 8.

VI. ANALYSIS

1. Issue 1: The application judge did not err in holding the procurement process was commenced “for the improvement”.

[38] First, Dalren submits that 197’s initial request for a proposal to build the project on Thompson Street in 2017 cannot be transposed to the executed project on Dodge Street in 2020. In support of this submission, the appellant cites the Divisional Court’s decision in *Caledon (Town) v. 2220742 Ont. Ltd. o/a Bronte*

Construction, 2024 ONSC 4555, for the proposition that an “improvement” is tied to the land. Therefore, the application judge’s interpretation of an “improvement” as including a proposal for a premises different from the premises eventually developed was in error.

[39] I am not persuaded by this argument. In my view, Dalren’s reliance on *Caledon (Town)* is misplaced and taken out of context.

[40] In *Caledon (Town)*, the issue was whether a contract for a pond clean-up which contemplated two different pond locations amounted to a single improvement. The court found that it did not. In doing so, Corbett J., writing on behalf of the Divisional Court, stated that “the concept of an ‘improvement’ is tied to land”: at para. 32.

[41] However, this statement was made in the context of the facts of that case. In the context of the pond clean-up, each physical pond location was a distinct project with distinct features and thus represented an individual improvement. Corbett J. made this statement to support the conclusion that a single contract covering two distinct projects could not turn two improvements into one.

[42] Dalren contends that, per *Caledon (Town)*, the physical premises on which an improvement will be situated must be clearly identified and remain the same from the outset of the procurement process. This stretches Corbett J.’s commentary in *Caledon (Town)* beyond its meaning. I see little support for this

argument in *Caledon (Town)* read in context, nor in the other cases cited by Dalren interpreting s. 87.3(1)(b).

[43] Here, Dalren participated in the 2017 procurement process with 197. Dalren negotiated the 2020 contract with 197 using the 2017 proposal terms. And Dalren appears to have built an improvement substantially similar to the 2017 proposal. Dalren did not identify any changes to the project that resulted from the shift in premises from Thompson Street to Dodge Street. Yet, if Dalren is correct, the 2020 contract would be untethered to the 2017 proposal because they would not be for the same “improvement”.

[44] Dalren has not pointed to any case law other than *Caledon (Town)* considering the term “improvement”. Dalren has provided no authority to support its argument that the address listed on a request for proposals matters more than the understanding of the parties and the substance of the proposal itself when determining whether the proposal and the contract relate to the same “improvement”. As such, Dalren’s argument does not comport with the structure and purpose of the Amended Act, nor does it comport with the cases interpreting the transitional provision as aimed at consistency across the lifespan of an improvement from procurement to construction.

[45] Many of the cases interpreting s. 87.3 recognize the purpose of the provision as ensuring consistency, i.e. that all contracts respecting one “improvement” shall

be governed by the same legal regime: see, e.g., *Crosslinx*, at paras. 4, 23, 30-31; *35 Mercer Limited v. Intact Insurance Company*, 2024 ONSC 6466, at para. 5; and *DNR Restoration Inc. v. Trac Developments Inc.*, 2023 ONSC 1849, at para. 37. In fact, returning to *Caledon (Town)*, earlier in the reasons, Corbett J. writes, at para. 26:

[T]he transitional provisions have the effect of providing that contracts in respect to the same “improvement” are subject to the same version of the Act. The scheme of the *Construction Act* practically requires this result...

This supports the approach taken by the application judge in this case.

[46] The application judge’s approach is also consistent with the structure and purpose of the Amended Act. In drafting s. 87.3 of the Amended Act, the legislature chose to anchor an improvement not merely to the contract for that improvement, but to the commencement of the procurement process. The start date of the first procurement process determines the regime governing all contracts related to the improvement. Any procurement process commenced before July 1, 2018 which meets the statutory criteria will anchor all subsequent procurement processes, contracts, and subcontracts in the Former Act. This is so even when the anchoring procurement process is unrelated to the subsequent contracts and/or unknown to subsequent contractors. The clear intention was consistency.

[47] There are practical reasons for this policy choice. Some types of procurement processes may generate binding obligations even before any

contract is signed. In other cases, the procurement process may be standardized and contain requirements and processes tailored to the timelines of the statutory regime. Procurement may start years before a contract is signed or construction begins. The procurement process can be commenced by “requests” for qualifications, quotations, or proposals, or a “call for tenders”, as set out in s. 1(4). All of these documents are prospective and, as 197 points out, subject to change and negotiation. The purpose of the transitional provision is to ensure consistency for all parties throughout this process. As noted in *Crosslinx*, at para. 4, “the intended effect of the language used in s. 87.3 is that the same legislative scheme for rights, obligations, and remedies provided in the *Construction Act* applies consistently to all persons involved in the same improvement” (emphasis added).

[48] I see nothing in s. 87.3 that would tether the December 2017 request for a proposal in this case to only the Thompson Street site. Dalren has provided no authority to contradict 197’s proposition that the parties could construct the same improvement on a different site than initially contemplated and still be bound by the Former Act. Therefore, I would reject Dalren’s submission.

2. Issue 2: The application judge did not err in holding the procurement process was commenced “by the owner of the premises”.

[49] Second, in a related submission, Dalren submits that the procurement process was not commenced “by the owner of the premises” because 197 did not own Dodge Street in 2017. Dalren argues that the application judge erred by

interpreting that a procurement process for an improvement can be commenced “by the owner of the premises” despite the “owner” not acquiring an interest in the premises until later on.

[50] I am not persuaded by this submission. It does not accord with the purpose of the transitional provision as set out above, nor does it accord with the functional approach taken by the courts in defining the term “owner”.

[51] Section 87.3(1)(b) specifies that the procurement process must be commenced “by the owner of the premises”. The improvement at hand is the manufacturing facility constructed under the 2020 contract. The premises of that improvement is Dodge Street. It is not disputed that Thompson Street is not the “premises”, because nothing was constructed there. Thus, in this case, “the owner of the premises” in s. 87.3(1)(b) means “the owner of Dodge Street”. 197 purchased Dodge Street in 2021.

[52] If Dalren is correct and an “owner” under s. 87.3(1)(b) must own the premises at the time of the procurement process, then 197 would need to have owned Dodge Street when it requested the proposal for a facility to be constructed on Thompson Street in 2017. It did not.

[53] The application judge rejected this scenario. He found that it was irrelevant that 197 did not own the Dodge Street property at the time of the initial procurement

process. He concluded that one need only be an “owner” of the premises at the time of construction to qualify under section 87.3(1)(b).

[54] In my view, the application judge’s interpretation is correct. His interpretation is the interpretation most consistent with the purpose and structure of the construction lien regime.

[55] The object of construction lien legislation “is to prevent owners of land getting the benefit of buildings erected and work done at their instance on their land without paying for them”: Kevin Patrick McGuinness, *Construction Lien Remedies in Ontario*, 2nd ed. (Scarborough: Carswell, 1997), at § 5.73.

[56] A construction lien is, in essence, a charge or security on an improvement in favour of the party who has contributed to the enhancement of value to the lands. It is also a charge on holdback funds, which are required to be maintained by owners, contractors and other parties during a construction project: Annik Forristal, Leonard Ricchetti and Tim J. Murphy, *Construction Law in Canada*, 2nd ed. (Toronto: LexisNexis, 2025), at § 11.02.

[57] There are three preliminary requirements for a party to establish entitlement to a lien: (i) the supply of services or materials; (ii) to an improvement; (iii) for an owner, contractor or subcontractor: Forristal, at § 11.02(1)(a). A lien arises when a party first supplies services or materials to an improvement. The statutory

protections of both the Former and Amended Acts immediately come into play once construction or work is commenced: at § 11.02(1)(h).

[58] Therefore, for a party seeking to establish entitlement to a lien, it is critical to determine who the “owner” is. The definition of “owner” is the same under both the Former and Amended Acts, at s. 1(1):

“owner” means any person, including the Crown, having an interest in a premises at whose request and,

(a) upon whose credit, or

(b) on whose behalf, or

(c) with whose privity or consent, or

(d) for whose direct benefit,

an improvement is made to the premises but does not include a home buyer.

[59] This definition of “owner” is broad and is not limited to the legal or registered owner of the property: Forristal, at § 11.02(1)(c). Fundamentally, in the construction lien regime, an “owner” is one whose interest in the premises can be subject to a lien: *Ravenda Homes Ltd. v. 1372708 Ontario Inc.*, 2017 ONCA 834, 78 C.L.R. (4th) 1, at para. 29.

[60] Courts will look to the substance, not the form, of the arrangements between the parties to determine whether someone is an “owner”: *Phoenix Assurance Co. v. Bird Construction Co.*, [1984] 2 S.C.R. 199, at paras. 25-27, citing *Northern*

Electric Co. v. Manufacturers Life Insurance Co., [1977] 2 S.C.R. 762 and *Hamilton (City) v. Cipriani*, [1977] 1 S.C.R. 169.

[61] As Cronk J.A. wrote for this Court, “the overall arrangements between the parties must be scrutinized in an ‘ownership’ inquiry to ascertain the real substance of the enterprise at issue. ... [T]he form of the parties’ arrangements cannot be allowed to mask their true character”: *Parkland Plumbing & Heating Ltd. v. Minaki Lodge Resort 2002 Inc.*, 2009 ONCA 256, 250 O.A.C. 232, at para. 58 (citations omitted).

[62] As stated above, a construction lien does not arise until materials or services are supplied to the improvement. Accordingly, taking a functional approach, courts have held that the relevant time for determining whether a person is an “owner” is the date on which the lien claimant supplied materials or services to an improvement: *RSG Mechanical Inc. v. 1398796 Ontario Inc.*, 2015 ONSC 2070, 41 C.L.R. (4th) 124 (Div. Ct.), at para. 55, citing *Leyburn Electrical Ltd. v. Merton Development Corp.*, [1998] O.J. No. 2428 (Div. Ct.).

[63] Here, 197 had an ownership interest in the Dodge Street premises at the time when a lien could arise, i.e. at the outset of construction. This satisfied the application judge that 197 was an owner of the premises within s. 87.3(1)(b).

[64] I agree. The application judge’s approach reflects the practical reality that procurement may and sometimes does precede ownership.

[65] Dalren relies on *HVAC Depot & Metal Mfg. Inc. v. Global HVAC & Automation Inc.*, 2024 ONSC 5752, to argue that this court should interpret “the owner of the premises” differently. However, in my view, *HVAC* is distinguishable.

[66] The facts in *HVAC* are as follows. In 2016, the parent company of a development group commenced a design procurement process for an improvement. In 2017, a subsidiary commenced a construction procurement process for that same improvement. However, neither the parent company nor the subsidiary ever came to own the premises on which the improvement was built. Instead, a special purpose vehicle took title to the premises in February 2018 and signed a construction contract in January 2020.

[67] In a brief judgment, McCarthy J. held that the 2016 and 2017 procurement processes did not trigger the application of s. 87.3, because neither the parent company nor the subsidiary was ever the “owner of the premises” as required by section 87.3(1)(b). This finding was not disputed and fully disposed of the case.

[68] The reasons in *HVAC* seem to suggest that, to qualify for s. 87.3(1)(b), the person commencing the procurement process must have been the “owner of the premises” before the Amended Act came into force. As McCarthy J. wrote, neither the parent company nor subsidiary “were owners at any time prior to July 1, 2018” and thus, “since these entities were not owners, they could hardly have commenced a procurement process before July 1, 2018, which would have served

to maintain the lien preservation timelines in the [Former Act]”: at para. 37. This seems to require the “owner” to have acquired an interest in the premises before the Amended Act came into effect.

[69] This court is not bound by the decision in *HVAC*. Moreover, because neither the parent company nor the subsidiary in *HVAC* was ever an owner, any purported timing requirement for ownership imposed by *HVAC* is *obiter*. Timing was simply not at issue. Nor do the reasons cite to any authority or principled basis for imposing such a timing requirement. To the extent that *HVAC* requires ownership before July 1, 2018 to qualify under s. 87.3(1)(b), it does not align with the broad and functional view of ownership that has been taken up by the courts and the legislature.

[70] *Ravenda Homes* is similarly unpersuasive on this point. In *Ravenda Homes*, this court grappled with the question of identifying the owner of model homes built in a subdivision. The appellant was a contractor that built model homes for a subdivision that the corporate respondent was developing. The corporate respondent owned the actual property on which the appellant was building the model homes. In a dispute about a construction lien, the corporate respondent tried to argue that the appellant, as the builder of the model homes, was the true owner with an interest in the premises. The court rejected this argument, stating that an owner must have more than just an interest in an improvement, but an interest in the premises to which the improvement is made is required.

[71] The court in *Ravenda Homes* did not comment on the temporal element that Dalren raises on this appeal. Again, timing was not at issue. As such, it is simply not on point.

[72] In sum, the application judge's interpretation is the correct approach. The parties began relations under the Former Act. Their negotiations were defined by the Former Act. 197 acquired an interest in the property before construction had commenced and thus before a lien could arise. Accordingly, the law in effect at the commencement of the procurement process ought to be respected for the lifespan of the procurement process and the execution of the improvement. The application judge's approach furthers the purpose of the transitional provision in ensuring consistency.

[73] I would reject Dalren's argument.

VII. DISPOSITION

[74] For these reasons, I would dismiss the appeal.

[75] I would fix costs of the appeal payable to the respondents, in the agreed-upon sum of \$30,000, all-inclusive.

Released: July 8, 2026 "S.C."

"S. Coroza J.A."
"I agree. L. Madsen J.A."
"I agree. M. Rahman J.A."