

CITATION: First National Financial GP Corporation v. Sabourin, 2026 ONSC 4003
COURT FILE NO.: CV-26-00000001-0000
DATE: 20260708

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:	)	
	)	
First National Financial GP Corporation	)	
	)	Thomas Harley and Aaron H. Boghossian,
Plaintiff	)	for the Applicant
	)	
– and –	)	
	)	
David Edmond Sabourin	)	No counsel for the Defendant
	)	
Defendant	)	
	)	
	)	
	)	HEARD: July 8, 2026

REASONS FOR JUDGMENT

ABRAMS J.

Overview

[1] The plaintiff, First National Financial GP Corporation, moves for summary judgment pursuant to Rule 20 of the *Rules of Civil Procedure* in an action to enforce a mortgage by way of power of sale and for related relief, including possession of the mortgaged property and a writ of possession.

[2] The defendant filed a Statement of Defence but has not served or filed any responding evidence on the motion. The defendant has not disputed the plaintiff's entitlement to judgment and has not adduced evidence capable of establishing a genuine issue requiring a trial.

[3] For the reasons that follow, the motion is granted.

Background

[4] The proceeding concerns a mortgage registered on February 5, 2024, against the property municipally known as 3042 Dangerfield Road, Kemptville, Ontario. The mortgage originally secured a loan of \$540,000.00.

[5] The mortgage was subsequently assigned to the plaintiff pursuant to a registered Transfer of Charge dated November 12, 2025. By virtue of that assignment, the plaintiff became vested with all rights under the mortgage and the related security.

[6] The mortgage was renewed and amended, with a maturity date of February 5, 2026, and an interest rate of 6.54 per cent per annum. Monthly payments were required under the terms of the mortgage.

[7] The defendant defaulted in payment beginning August 5, 2025. The default has continued.

[8] Following the default, the plaintiff issued a demand for payment and subsequently served a Notice of Sale Under Mortgage. A Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* was also served. The defendant did not redeem the mortgage within the redemption period.

[9] The plaintiff thereafter commenced this action. The defendant filed a Statement of Defence admitting the existence of the mortgage and acknowledging that payments were in arrears. Although the defendant disputed portions of the amount claimed and denied the plaintiff's entitlement to possession, no evidence has been filed in support of those assertions.

[10] According to the affidavit evidence filed on behalf of the plaintiff, as of November 13, 2025, the amount owing under the mortgage was \$564,514.56, together with continuing interest at the contractual rate of 6.54 per cent per annum until judgment and thereafter until payment.

Analysis

Summary Judgment

[11] Rule 20.04 provides that the court shall grant summary judgment where there is no genuine issue requiring a trial. The Supreme Court of Canada in *Hryniak v. Mauldin*, 2014 SCC 7, confirmed that summary judgment is to be used where the court can fairly and justly determine the merits of the dispute on the record before it.

[12] The plaintiff's evidence establishes:

- a. the existence of a valid mortgage;
- b. the plaintiff's status as mortgagee by assignment;
- c. the defendant's payment default;
- d. compliance with the contractual and statutory prerequisites to enforcement by power of sale;
- e. the amount presently owing under the mortgage; and
- f. the plaintiff's entitlement to possession following expiry of the redemption period.

[13] The defendant has filed no evidence on this motion. Mere allegations contained in a pleading are insufficient to demonstrate a genuine issue requiring a trial.

[14] In particular, although the Statement of Defence disputes certain charges and the plaintiff's entitlement to possession, the defendant has filed no evidence contradicting the plaintiff's accounting, challenging the validity of the mortgage documents, disputing the occurrence of default, or demonstrating any procedural deficiency in the enforcement process.

[15] The affidavit of Danny Sougaris establishes that the impugned charges are authorized by the mortgage and standard charge terms or represent expenses incurred by the plaintiff following default. That evidence stands uncontradicted.

[16] I am satisfied that the evidentiary record permits the court to make the necessary findings of fact, apply the governing law, and finally determine the issues in dispute. There is no genuine issue requiring a trial.

Possession

[17] The mortgage documents authorize the plaintiff to realize upon its security in the event of default. The defendant failed to cure the default within the redemption period following service of the Notice of Sale Under Mortgage.

[18] The Statement of Claim expressly seeks possession of the property. The defendant has had notice of that relief and an opportunity to respond. No evidence has been filed suggesting that any person with an interest requiring further notice has been deprived of that opportunity.

[19] The plaintiff has established its entitlement to possession of the property known municipally as 3042 Dangerfield Road, Kemptville, Ontario.

Writ of Possession

[20] Having found that the plaintiff is entitled to possession, it is appropriate to direct that a writ of possession issue. This will permit enforcement of the order should voluntary possession not be delivered.

Disposition

[21] The motion for summary judgment is granted.

[22] Judgment shall issue in favour of the plaintiff, First National Financial GP Corporation, and against the defendant, David Edmond Sabourin, in the amount of **\$564,514.56**, together with interest at the contractual rate of **6.54% per annum** from November 13, 2025 to the date of judgment, and thereafter in accordance with the mortgage and applicable law.

[23] The plaintiff is granted possession of the property legally described as:

PT LT 30 CON 4 OXFORD PT 2 15R6020; S/T INTEREST IN PR172168; NORTH
GRENVILLE;
PIN 68126-0161 (LT),
municipally known as 3042 Dangerfield Road, Kemptville, Ontario K0G 1J0.

[24] A writ of possession shall issue forthwith in favour of the plaintiff.

[25] The plaintiff is entitled to its costs of the action and of the motion on a substantial indemnity basis pursuant to the mortgage security. Costs are fixed in the sum of \$17,065.12.

The Honourable Mr. Justice B. W. Abrams

Released: July 08, 2026