

COURT OF APPEAL FOR ONTARIO

CITATION: Bertucci v. Toronto Fashion Group Limited, 2026 ONCA 524

DATE: 20260716

DOCKET: COA-25-CV-0623

Sossin, Monahan and Osborne JJ.A.

BETWEEN

Frank Bertucci

Plaintiff (Appellant)

and

The Toronto Fashion Group Limited and George Elian

Defendants (Respondents)

Michelle A. Stephenson, for the appellant

Maurice J. Neirinck, for the respondents

Heard and rendered orally: July 14, 2026

On appeal from the judgment of Justice R. Lee Akazaki of the Superior Court of Justice, dated February 12, 2024, with reasons reported at 2024 ONSC 938.

REASONS FOR DECISION

[1] The appellant appeals an order dismissing his action to enforce a Quebec judgment against the respondents, which was made on the basis that the Ontario enforcement action is barred by the two-year limitation period in the *Limitations Act 2002*, S.O. 2002, c. 24, Sched. B (the “Act”).

[2] The appellant obtained the Quebec judgment in February 2008 but did not commence the Ontario enforcement action until over eight years later, in June 2016.

[3] The appellant argued before the trial judge that the Act's presumptive two-year limitation period was inapplicable on the following grounds: (i) the respondents were estopped from relying on the limitation period because the respondent Mr. Elan had promised to repay his indebtedness to the appellant "when he was back on his feet"; (ii) the appellant was not aware that the respondents had any assets in Ontario until 2016 and thus was not aware until then that an action to enforce the Quebec judgment in Ontario was appropriate; and (iii) the respondent Mr. Elan acknowledged his indebtedness in writing, which tolled the running of the limitation period in accordance with s. 13 of the Act.

[4] The trial judge found that none of the legal grounds advanced by the appellant was established on the evidence. These were findings of fact or of mixed fact and law that were open to the trial judge and are subject to deference. The appellant has failed to identify any palpable or overriding error in the trial judge's findings and we see no basis for appellate intervention.

[5] Accordingly, the appeal is dismissed.

[6] In accordance with the agreement of the parties, the appellant will pay costs to the respondents in the amount of \$25,000 on an all-inclusive basis.

“L. Sossin J.A.”

“P.J. Monahan J.A.”

“Osborne J.A.”