

CITATION: M.G. Group Inc. v. 2127023 Ontario Inc., 2026 ONSC 5163
COURT FILE NO.: CV-14-00004972-0000
DATE: 2026-09-11

SUPERIOR COURT OF JUSTICE – ONTARIO
7755 Hurontario Street, Brampton ON L6W 4T6

RE: M.G. GROUP INC., **Plaintiff\Defendant by Counterclaim**

AND:

2127023 ONTARIO INC., **Defendant\Plaintiff by Counterclaim**

BEFORE: Justice Trimble

COUNSEL: MANN, Ranbir S., for the **Plaintiff**
Email: litigation@manncriminallaw.ca

PAUL, Darrell, for the **Defendant**
Email: info@menonlawoffice.com

HEARD: January 13,14, 16, 19 2026, in person

REASONS FOR JUDGMENT

THE ACTION

[1] M. G. Group Inc. (M.G.) sued 2127023 Ontario Inc. (212) for breach of contract, alleging that 212 terminated Agreements of Purchase and Sale by which 212 sold four commercial condominium units to M.G.. Those units were:

- a. Unit 109-19 Woodbine Down Ave.
- b. Unit 9-6640 Finch Ave. West,
- c. Unit 8-6640 Finch Ave. West, and
- d. Unit 216-19 Woodbine Down Ave.

[2] 212 counterclaimed for damages alleging that M.G. failed to close on the sale the units. 212 claimed for payments it incurred for maintenance, interest, costs, damage 212 alleges that M.G. caused to some of the units, and loss of value in the condominiums. Their counterclaim was for:

- a. \$100,000.00 for misrepresentation;
- b. \$248,400.00 for maintenance fees, interest, costs, and TMI's to date;
- c. \$20,000.00 for repairs to unit 216-19 Woodbine Downs
- d. Cost and interest.

[3] At trial, 212 recast its damages under (b) above to include losses for maintenance, fees, interest and losses on resale of the units as:

- a. \$317,229.35 for interest at 9%,
- b. \$67,000.00 for maintenance and insurance,
- c. \$67,722.98 for property taxes for 8 and 9-6640 Finch
- d. \$16,460.00 loss on 9-6640 Finch.

[4] Shortly before the Pre-trial conference in September 2025, M.G. announced that it intended to abandon its action, if leave was granted, leaving only the counterclaim to be tried, with 212 as Plaintiff and M.G. as Defendant.

RESULT

[5] I award damages to 212 against M.G. for \$50,321.49, plus prejudgment interest under the *Courts of Justice Act* and costs, as directed, below.

MOTIONS

[6] Several motions were brought at the beginning of trial for which I gave oral reasons at trial. While those reasons stand, by way of precis, I ruled as follows:

- a. I granted M.G. leave to abandon its action under R. 23.01(1)(b), but held that 212 was entitled to its costs of the main action, which I would address at the

same time as the costs on the counterclaim;

- b. I dismissed 212's motion for an order that M.G. pay security for costs.
- c. I dismissed 212's motion for an order that the principals of GM file its corporate and tax filings, and reconstitute itself as a valid corporation, its status having been cancelled for not making such filings.

FACTS

[7] M.G. entered into Agreements of Purchase and Sale with 212 to purchase four commercial condominium units. Below, I review the terms of the APS's for each unit.

109-19 Woodbine Downs Ave., Etobicoke

[8] By Agreement of Purchase and Sale dated 20 August 2012, M.G. agreed to buy the unit for \$254,374.00. The APS refers to premises as 109-25 Woodbine Downs Ave. and gave an occupancy date of 1 September 2012. M.G. does not contest that the unit referred to was 109-19 Woodbine Downs Ave.

[9] When M.G. did not close, 212 entered into an APS dated 22 March 2013 with Ghadial Construction for \$269,000. The completion date was 28 June 2013.

[10] The parcel register indicates that the transfer completed on 31 July 2013, although it reports no amount of the sale.

[11] Assuming that the price in the APS was the price that was paid, the resale generated \$14,626 surplus for 212 over 212's sale to M.G., subject to legal fees and other expenses.

9-6640 Finch Ave. West, Etobicoke

[12] By APS dated 22 January 2012, M.G. agreed to buy the unit for \$356,460.00. The APS does not refer to a unit number and the premises referred to is 25 Woodbine Downs Ave. with an occupancy date of 1 March 2012. M.G. does not contest that the unit referred to was 9-6640 Finch Ave. West.

[13] Mr. Lal, 212's principal, testified that when M.G. did not close, 212 entered into an APS dated 18 November 2016 with Manjit Singh, in trust, for \$366,000.00. The completion date was 31 December 2016.

[14] There is doubt in the evidence about whether the sale to Singh, in trust, completed. To resolve this question, I turn to the parcel registries, which all parties treated as admissible for the truth of their contents.

[15] There was some confusion as to which parcel register applies to unit 9-6640 Finch Ave. West since the parcel registers do not list the municipal addresses and the APS 's do not refer to the legal descriptions.

[16] Ex. 8 was marked as the parcel register for unit 9-6644 Finch Ave West, based on Mr. Lal's evidence. It shows a transfer by 212 to 2303664 Ontario Inc. for \$340,000. This must be an error, as the parties agreed that this transaction was for 8-6640 Finch Ave West. Further, Ex. 29, which the parties agreed is the parcel register for 8-6640 Finch Ave. West, records the sale to 2303664.

[17] Ex. 9 was marked as the parcel register for unit 8-6640 Finch Ave. West based on Mr. Lal's evidence. It shows a transfer on 12 September 2012 from 212 to 2183213 Ontario Inc. for \$495,000.00. The purchaser, date of closing, and price are all different than shown on the APS 212 entered into to Mr. Singh, in trust.

[18] There was no evidence proffered about the sale to Mr. Singh, in trust, closing.

[19] Mr. Lal could not explain this difference on cross examination. He was not asked about it in examination in chief.

[20] Based on the parcel registers, I find as follows:

- a. Ex 8 is the parcel register for 8-6640 Finch Ave. West, as is Ex. 29;
- b. Ex 9 is the parcel register for 9-6640 Finch Ave. West;

- c. 212 sold 9-6640 Finch Ave. West on 12 September 2012 to 2183213 Ontario Inc. for \$495,000.00;
- d. 212's sale to 2183213 Ontario Inc. created a surplus for 212 of \$138,540.00, subject to legal fees and expenses.

8-6640 FINCH AVE WEST, ETOBICOKE

[21] By APS dated 22 January 2012 M.G. agreed to buy the unit for \$356,460.00. The APS does not refer to a unit number, and the premises are listed as 25 Woodbine Downs Ave. with an occupancy date of 1 February 2012. M.G. does not contest that the unit referred to was 8-6640 Finch Ave. West.

[22] When M.G. did not close on the sale, 212 said that it entered into an APS dated 24 January 2016 with 2303664 Ontario Inc for \$340,000, with a completion date of 15 February 2016.

[23] The parcel register (Ex. 29) shows a transfer by 212 to 2303664 Ontario Inc. on 18 February 2016 for \$340,000.

[24] The resale resulted in a shortfall of \$16,460.00, to which legal fees and other transaction expenses must be added. There was no evidence proffered about legal expenses, commissions, or other transaction costs suffered.

216-19 Woodbine Downs Ave.

[25] By APS dated 8 February 2012 M.G. agreed to buy the unit for \$126,725.00, with an occupancy date of 1 March 2012. The APS refers to unit 216, but names the premises as level 2, 25 Woodbine Downs Ave. M.G. does not contest that the unit referred to was 216-19 Woodbine Downs Ave.

[26] The parcel register for this property (Ex. 28) indicates that 212 transferred the unit to Dhudnarr Bros. Lt. on 16 April 2014 for \$130,240.00.

[27] This sale resulted in a surplus for 212 of \$3,515.00 subject to legal fees and

expenses.

ISSUES

[28] 212 sought no amendment to its counterclaim. M.G. did not object to 212's recasting its counterclaim.

[29] There is also no argument that M.G. failed to close its purchase of any of the units.

[30] The issues in this short, one witness trial, are:

- a. Credibility of witnesses
- b. Breach of Contract
- c. Is the counterclaim barred by the expiry of the two year limitation?
- d. Hearsay
- e. Damages

Credibility

[31] There was only one witnesses – Rup Lal, 212's principal. Much turns on his credibility.

The Law

[32] "Credibility" of the witness is determined by addressing two questions: is the witness "credible" and is the witness' evidence "reliable"?

[33] The major factors to consider in determining credibility of a witness are:

- a. The demeanor of the witnesses – Findings of credibility should not be made on demeanor, alone. There are too many variables that affect how a witness gives evidence to permit demeanor to be the sole criterion in determining credibility.
- b. Does the evidence make sense? - is the testimony in harmony with the preponderance of probabilities which a practical and informed person would find reasonable given the particular place and condition? See: *Faryna v. Chorny*, [1952] 2 D.L.R. 354 (B.C.C.A.).

- c. Internal Consistency – does the evidence have an internal consistency and logical flow? *R. v. C.H.*, [1999] N.J. No. 273 (Nfld C.A.).
- d. Prior inconsistencies – is the evidence consistent with prior statements (e.g. Discovery evidence)? How significant are the differences, and are they adequately explained? *R. v. Dinardo*, 2008 SCC 24, [2008] 1 S.C.R. 788.
- e. Is there independent confirming or contradicting evidence? *R. v. Khan*, [1990] 2 S.C.R. 531. (S.C.C.)
- f. Interest in the outcome and a motive to lie – does the witness have such motivation? Motivation to win or lose the case is not sufficient. The interest must be beyond that. *R. v. S.D.*, 2007 ONCA 243, 218 C.C.C. (3d) 323.

[34] No one of these factors is determinative.

Discussion

[35] Mr. Lal seemed credible. He appeared to believe what he was saying. I found his evidence often unreliable, however. Consider the following examples:

- a. His evidence was often vague, and his answers often prompted by his counsel in examination in chief. I did not object to leading as most of it was on non-contentious issues;
- b. 212's APS's usually did not accurately describe the property being sold. One would have expected a developer of real estate would have proper documentation for its sales;
- c. He was wrong in terms of which property parcel registers Ex.s 8 and 9 applied to;
- d. He had no explanation for difference between his evidence in chief (i.e., when M.G. failed to close on the purchase of 9-6640 Finch Ave. West, 212

entered into an APS dated 18 November 2016 with Manjit Singh, in trust, for \$366,000.00 with a completion date was 31 December 2016) and the fact that the parcel register showed no transfer to Singh, in trust or anyone else on that date for that price. Rather, it shows a transfer on 12 September 2012 from 212 to 2183213 Ontario Inc. for \$495,000.00;

- e. He was vague with respect to whether and when he granted extensions to M.G. to close the sales. Ultimately, he said that when he was asked, he granted an extension. This is not the position he advanced with respect to the limitations question;

[36] Based on Mr. Lal's unreliability, unless his evidence was corroborated by other evidence, was admitted or not challenged by M.G., or fit with the logic and flow of other evidence, I did not accept it.

Breach of Contract

The Law

[37] There was no issue as to the law concerning the interpretation of the APS's

[38] The interpretation of contracts has evolved towards a practical, common-sense approach not dominated by technical rules of construction, and that the overriding concern is to determine "the intent of the parties and the scope of their understanding" (see: *Sattva Capital Corp. v. Creston Moly Corp.*, 2014 SCC 53, [2014] 2 S.C.R. 633, at para. 47.

[39] The law with respect to the interpretation of contracts was summarized by Lauwers J.A. at paras. 15-16 in *Prism Resources Inc. v. Detour Gold Corporation*, 2022 ONCA 326:

[15] The parties agree that the Supreme Court's decision in *Sattva Capital Corp. v. Creston Moly Corp.*, 2014 SCC 53, [2014] 2 S.C.R. 633, sets out the governing principles of contractual interpretation. The relevant principles are also addressed in this court's decisions in *Weyerhaeuser Co. v. Ontario (Attorney General)*, 2017 ONCA 1007, 77 B.L.R. (5th) 175, at para. 65, per Brown J.A., rev'd on other grounds,

Resolute FP Canada Inc. v. Ontario (Attorney General), 2019 SCC 60, 444 D.L.R. (4th) 77; *Ontario First Nations (2008) Limited Partnership v. Ontario Lottery and Gaming Corp.*, 2021 ONCA 592, at para. 46, per Jamal J.A.; *Ventas, Inc. v. Sunrise Senior Living Real Estate Investment Trust*, 2007 ONCA 205, 85 O.R. (3d) 254, at para. 24, per Blair J.A.; and *Dumbrell v. The Regional Group of Companies Inc.*, 2007 ONCA 59, 85 O.R. (3d) 616, at paras. 52-56, per Doherty J.A.

[16] These principles were conveniently summarized by Brown J.A. in *Weyerhaeuser*, at para. 65. A judge interpreting a contract should:

- i) Determine the intention of the parties in accordance with the language they have used in the written document, based upon the “cardinal presumption” that they have intended what they have said;
- ii) Read the text of the written agreement as a whole, giving the words used their ordinary and grammatical meaning, in a manner that gives meaning to all of its terms and avoids an interpretation that would render one or more of its terms ineffective;
- iii) Read the contract in the context of the surrounding circumstances known to the parties at the time of the formation of the contract. The surrounding circumstances, or factual matrix, include facts that were known or reasonably capable of being known by the parties when they entered into the written agreement, such as facts concerning the genesis of the agreement, its purpose, and the commercial context in which the agreement was made. However, the factual matrix cannot include evidence about the subjective intention of the parties; and
- iv) Read the text in a fashion that accords with sound commercial principles and good business sense, avoiding a commercially absurd result, objectively assessed.

[40] The factual matrix surrounding the contract cannot be used to overwhelm the words chosen by the parties.

[41] In *Bhasin v. Hrynew*, 2014 SCC 71, at para. 63, the Supreme Court of Canada recognized an organizing principle of good faith underlying the common law of contract, namely that parties generally must perform their contractual duties honestly and reasonably, and not capriciously or arbitrarily. They owed each other (a) a duty of cooperation to achieve the objects of the contract; (b) a duty to exercise contractual discretion in good faith; (c) a duty not to evade contractual obligations in bad faith, and (d) a duty of honest performance of the contract (paras. 47, 49-51, 64, 66, 73-74, 94).

Discussion

[42] There is no doubt that M.G. breached its agreements to purchase the four units.

Is the Counterclaim Barred by the Expiry of the Two Year Limitation?

[43] Section 4 of the *Limitations Act, 2002*, S. 2002 C. 24 provides that an action “shall not be commenced in respect of a claim after the second anniversary of the day on which the claim was discovered.” In a case concerning the failure to complete a real estate transaction, the limitation begins to run from the completion date, or any extended completion date.

[44] 212 served its Statement of Defence and Counterclaim on 10 December 2014.

[45] The parties disagree about the extended closing date for the four units. 212 says that in a letter dated 21 December 2012, its lawyer extended the closing date to the end of that day, tht M.G. rejected that extension, but wanted an extension to 11 January 2013 to obtain financing. M.G. argued that the effective breach date was either 31 October 2012 (per a letter from 212’s counsel to M.G. that was not produced at trial) or 16 November (per 212’s lawyer’s letter of 8 November).

Result

[46] I find that the two year limitation did not expire until 21 December 2012, and therefore, 212’s counterclaim was within time.

Discussion

[47] There are 10 letters in evidence, all but one of which are from 212’s lawyer to M.G.’s. There are only two unequivocal extensions of the closing date: a letter dated 1 October 2012, 212 extended the closing to 16 October failing which 212 said it would seek all remedies, and a letter dated 8 November 2012 in which 212 referred to its 31 October demand letter (which was not put into evidence) and granted an extension to close on all units to 16 November.

[48] As indicated, all but one of the string of correspondence were letters from 212 to

M.G.'s lawyers. It was within the power of both parties to introduce the full correspondence relevant to the issue of extensions of the closing date. Therefore, I draw no inference against either party. I draw only those inferences that flow from the correspondence that was produced.

[49] I infer that between 16 October and 8 November, and between 19 November and 5 December 2012, correspondence passed between M.G. and 212 wherein M.G. sought extensions based on a number of excuses. It is clear that 212 dismissed M.G.'s various concerns as inventions, without any basis, that M.G. asserted solely for the purpose of avoiding closing. 212 reiterated its position that it would seek all remedies. I infer that 212 remained open to considering an extension. In 212's 24 October 2012 letter, 212 said it might consider an extension if M.G. gave 212 a commitment from a mortgagee of sufficient funds to close the sale of all units.

[50] By letter dated 26 November 2012, 212 advised M.G. that it was evicting M.G. from all units, would conduct an inventory of the units between 26 November and 3 December, and would list the units for sale again.

[51] I do not find that 212 terminated the contracts or treated M.G. to have breached them by 26 November. There is no evidence in the record before me that 212 took any of the steps it threatened. In the context of the correspondence after 1 October, I conclude that with 212 taking no concrete action, a reasonable person looking at the circumstances would not conclude that 212 treated the contracts as at an end up to that time.

[52] I conclude that 212 extended the closing date on all units to 21 December 2012.

[53] On 21 December 2012, M.G.'s new lawyer sent a fax sheet to 212's lawyer saying:

Please be advised (sic) that the above captioned transaction [all four] is scheduled to be closed today. As per the purchasers, they are still in the process of the mortgage. Hence, we are requesting for an extension for the closing on the above transaction (sic) to January 11, 2013.

Kindly advise if your client is ready to extend the closing until January 11, 2013. However we would try to close the deal if we got the mortgage instructions.

[54] 212's lawyer responded the same day, saying:

Further to you (sic) fax of December 21, 2012, you have advised that your client can not (sic) complete the transaction [all four] today and have requested an extension to January 11, 2013.

We confirm our advise (sic) to you that you are the sixth lawyer handling this matter on behalf of the purchaser and may not be aware that the transaction (sic) have been terminated by reason of your clients (sic) failure to complete the transaction (sic) on their closing date, as extended from time to time: Despite numerous requests for extension, your client has not been able to close any f the transactions nor obtain a mortgage commitment in respect of same.

Notwithstanding the foregoing and on a wholly without prejudice (sic), we will forward your request for an extension to our client for their response. Pleas be advised that as a result of these transaction (sic) having been terminated, our clients reserve its (sic) rights to resell these units in order to mitigate its damages caused by your clients (sic) failure to complete these transactions.

[55] The fax from M.G.'s lawyer speaks as though 212 had already granted an extension to 21 December.

[56] 212's lawyer refers to the fact that the contracts have been cancelled because of M.G.'s failure to close on closing date as it has been extended from time to time. He does not say that the extensions were in the past and that 212 cancelled the APS's as of a specific date.

[57] Based on the fact that 212's lawyer does not deny M.G.'s lawyer's statement of fact that 212 extended the closing date to 21 December, I infer that 212 gave that extension. I infer that 212 granted no extension to 11 January 2013. Rather, on 21 December, 212's counsel reserved 212's position, but said only that it would seek instructions about the extension.

Hearsay

[58] 212 submitted evidence in support of its claim which is hearsay, none of which was properly proved, or became admissible because of a Request to Admit or Notice under the Evidence Act. These are:

- a. Summary of Interest, Taxes, Maintenance, and Insurance (Ex. 11),
- b. Tenant Ledgers (Ex. 13 & 14),
- c. Toronto Property Tax Lookup (Ex. 10 & 12), and
- d. Parcel Registers (Ex.s 8, 9, 27, 28, & 29).

The Law

[59] Hearsay is presumptively inadmissible.

[60] An out-of-court statement will be hearsay when: (1) it is adduced to prove the truth of its contents and (2) there is no opportunity for a contemporaneous cross-examination of the declarant (see: *R. v. Khelawon*, 2006 SCC 57 (CanLII), [2006] 2 S.C.R. 787, [2006] S.C.J. No. 57, at paras. 56 and 59):

[61] There are exceptions to the hearsay rule, both the traditional, categorized exceptions, and the principled approach to be applied when a traditional exception does not apply. In that case, the Court must consider two factors: necessity and reliability (see: *Khelawon*, *supra*, at paras. 42-46).

[62] Reliability in this context does not mean that the evidence is true. It means that the circumstances in which the hearsay statement was made suggest that it is reliable enough to permit its admission into evidence (see: *R. v. Hawkins* (1996), 1996 CanLII 154 (SCC), 30 O.R. (3d) 641, [1996] 3 S.C.R. 1043, [1996] S.C.J. No. 117, at para. 75). Whether the Court accepts the hearsay as true, and if so, what weight (if any) to attach to it, is a question for the trial judge in light of all of the evidence (see: *Khelawon*, *supra*, para. 80).

Result

[63] The Summary of Interest, Taxes, Maintenance, and Insurance (Ex. 11) and Tenant Ledgers (Ex. 13 & 14) are not admissible. The Toronto Property Tax Lookup (Ex. 10 & 12), and Parcel Registers (Ex.s 8, 9, 27, 28, & 29), are admissible, and are such that they are admissible for the truth of their contents.

Discussion

[64] I address the Summary of Interest, Taxes, Maintenance, and Insurance and the Tenant Ledgers, together.

[65] According to Mr. Lal, the Summary of Interest, taxes, Maintenance, and Insurance (Ex. 11) was a summary chart created by 212's accountants, presumably based source documents such as mortgage or loan documents, tax statements, insurance policy premium statements, and documents concerning maintenance costs. According to Mr. Lal, the Tenant Ledgers (Ex.s 13 & 14) were created by property managers Duca Management or Global Property Management, and record missed common element payments and HST. Presumably, these documents were based on 212's bank records and records which set the monthly fees to be paid.

[66] These Exhibits are pure hearsay. They do not fit into an exception to the hearsay rule. Further, they are not admissible under the principled approach to an exception to hearsay. They are summaries, and 212 did not introduce and properly prove the source documents behind these summaries nor did it produce the summaries' authors for cross examination. The circumstances in which they were created could not be tested, and hence they cannot be considered reliable enough to be admitted under the principled approach.

[67] I turn now to the Toronto Property Tax Lookup documents (Ex. 10 & 12), and Parcel Registers (Ex.s 8, 9, 27, 28, & 29)

[68] The Toronto Property Tax Look Up documents for units 8 and 9 – 6640 Finch Ave. West are admissible under the principled approach to the hearsay exception. They are documents generated by the City of Toronto and are public record documents. While Mr. Lal could not say that the tax documents put into evidence were unaltered by whomever pulled them from the City's database, he relied on the honesty and integrity of 212's employee that he asked to obtain the information. Although no Notice was provided under the Business Records provision of the Evidence Act, it is clear that the public record documents were retrieved in the normal course of 212's business.

[69] The copies of the parcel registers, although not proved according to s. 29 of the Evidence Act, are public record documents. They are presumed to be proof of title. Neither party questioned their accuracy. Both parties relied upon them for the truth of their contents.

Damages

The Law

[70] The parties agreed that where a vendor re-sells a property for a higher amount than that stated in the breached APS, the surplus realized is applied to other losses with respect to the same property. Where there are several APS's that have been breached that are at issue in the action, a surplus from the re-sale in one contract cannot be used to reduce the losses in another contract. This position is consistent with the law (see: *Axia Property Management Inc. v. Carleton Condominium Corp. No. 217*, 2024 ONSC 289).

Damages Awarded

[71] 212 counterclaims for the following damages:

- a. \$100,000.00 for misrepresentation;
- b. \$248,400.00 for maintenance fees, interest, costs, and TMI's to date;
- c. \$20,000.00 for repairs to unit 216-19 Woodbine Downs

[72] In evidence, item b was revised and expanded to:

- a. \$317,229.35 for interest at 9%,
- b. \$67,000.00 for maintenance and insurance,
- c. \$67,722.98 for property taxes for 8 and 9-6640 Finch
- d. \$16,460.00 loss on 9-6640 Finch.

[73] 212's claim for \$100,000.00 as damages for misrepresentation is dismissed. The only misrepresentation that Mr. Lal identified was M.G.'s repeated promise to close the transactions. These statements are part of the claim for breach of contract. They are not independently actionable.

[74] 212's claim for \$20,000.00 for repairs to one unit is also dismissed. Mr. Lal said that it was necessary to remove an unauthorized kitchen and/or bathroom in one of the units. There is no evidence of the cost of any repairs or that they were done before the unit was sold.

[75] 212's claim for interest, maintenance, and insurance are also dismissed as they are based on inadmissible evidence.

[76] 212's claim for \$67,722.98 for property taxes for 8 and 9-6640 Finch is allowed in part.

[77] 212 is entitled to recover from M.G. the \$33,861.49 it claims as damages for property taxes for 8-6640 Finch Ave. West. In the APS, M.G. undertook to pay taxes, but did not. 212 did not re-sell the unit until February 2016. The whole claim, therefore is allowed.

[78] For unit 9-6640 Finch Ave. West, 212 also claims \$33,861.49 for property taxes M.G. did not pay.

[79] The Property Tax Lookup for 9-6640 Finch Ave. West (Ex. 10) listed arrears of \$33,861.49 for the tax years of 2013 to 2015 inclusive. I found, however, that 212 re-sold this unit on 12 September 2012. Therefore, it is entitled to recover from M.G. only 8 months of property tax arrears. Ex. 10 does not state what the taxes were in 2012. Assuming that the taxes and penalties for 2012 were the same as in 2013 (\$12,159.74), the arrears for the 8 months in 2012 that passed between the APS between 212 and M.G. and the re-sale are \$8,106.49.

[80] I now assess damages in each APS, in keeping with the parties' agreement and in light of the foregoing findings.

109-19 Woodbine Downs Blvd

[81] I award \$0. The property sold for a surplus of \$14,626, subject to legal fees and other sale related expenses of which 212 led no evidence. There were no provable losses

related to this property.

9-6640 Finch Ave. West

[82] I award \$0. The property sold for a surplus of \$138,540.00 subject to legal fees and other sale expenses of which 212 led no evidence.

[83] The only proved loss was \$8,106.49 for unpaid property taxes between the date of the APS between 212 and M.G., and the resale. Notwithstanding damages for unpaid property taxes, there is no net loss for 212 on this contract.

8-6640 Finch Ave. West

[84] I award damages to 212 of \$50,321.49. The re-sale of this unit resulted in a loss of \$16,460. In addition, M.G. is liable for the unpaid property taxes for this unit of \$33,861.49. 212 led no evidence of legal fees or other transaction costs that would normally be incurred.

216-19 Woodbine Downs Blvd

[85] I award \$0. The property re-sold at a surplus of \$3,515, and there are no proved losses to offset against the surplus.

SUMMARY

[86] 212 is entitled to Judgment against M.G. in the sum of \$50,321.49.

[87] 212 is also entitled to prejudgment interest on \$50,321.49. If the parties cannot agree on from when PJI began to run and at what rate, I may be spoken to.

[88] If there are any arithmetical or minor errors in these Reasons for Judgment, I may be spoken to.

COSTS

[89] 212 is successful on its counterclaim and is presumed entitled to its costs. It is also entitled to costs in M.G.'s abandoned action.

[90] I will decide who pays whom costs, and in what amount, based on written submissions, not to exceed 10 typed, double spaced pages excluding offers and Bills of Costs. 212's submissions are to be served and filed by 4:00 p.m., 9 October 2026, and M.G.'s by 4:00 p.m., 30 October 2026.

Trimble, J.

11 September 2026

CITATION: M.G. Group Inc. v. 2127023 Ontario Inc., 2026 ONSC 5163
COURT FILE NO.: CV-14-00004972-0000
DATE: 2026-09-11

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

M.G. GROUP INC.

MANN, RANBIR S., for the
Plaintiff/Defendant by Counterclaim

- and -

2127023 ONTARIO INC.

PAUL, Darrell, for the Defendant/Plaintiff
by Counterclaim

REASONS FOR JUDGMENT

Trimble, J.

Released: September 11, 2026