CITATION: Encor Advisors Canada Ltd. v. Toronto Academy of International Education Inc. d.b.a. TAIE International Institute, 2026 ONSC 6288
COURT FILE NO.: CV-25-757400
MOTION HEARD: 20260729
REASONS RELEASED: 20261110

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SUPERIOR COURT OF JUSTICE – ONTARIO

BETWEEN:

ENCOR ADVISORS CANADA LTD.

Plaintiff

- and-

TORONTO ACADEMY OF INTERNATIONAL EDUCATION INC. d.b.a. TAIE INTERNATIONAL INSTITUTE, 2662870 ONTARIO INC. and YORK CATHOLIC DISTRICT SCHOOL BOARD

Defendants

BEFORE: ASSOCIATE JUSTICE McGRAW

COUNSEL: D. Cohen
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-for the Defendants Toronto Academy of International Education Inc. d.b.a. TAIE International Institute and 2662870 Ontario Inc.

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REASONS RELEASED: November 10, 2026

Reasons For Endorsement

I. Background

[1] This is a motion by the Defendants Toronto Academy of International Education Inc. d.b.a. TAIE ("TAIE") and 2662870 Ontario Inc. ("266", together, the "Defendants") to compel the Plaintiff Encor Advisors Canada Ltd. ("EAC") to answer their Demand For Particulars dated January 30, 2026 (the "Demand").

[2] EAC is a commercial real estate brokerage. TAIE is a private school. EAC alleges that it was retained in 2023 to be TAIE's exclusive representative to negotiate with potential landlords regarding the location of its school. TAIE entered into a lease agreement with the Defendant York Catholic District School Board ("YCDSB") on April 10, 2024 to lease property at 21 Mullen Drive in Vaughan from September 1, 2024 to August 31, 2026 ("the "Lease").

[3] When the Lease expired, TAIE wished to extend it. EAC alleges that it worked with TAIE's President Truman Wong and YCDSB's leasing representative on a lease extension. TAIE agreed that YCDSB would pay a commission directly to EAC as it did with the Lease. EAC alleges that in reliance on this agreement it performed various tasks including touring alternate sites and preparing an Offer to Amend and Extend the Lease (the "Offer"). EAC further alleges that Mr. Wong secretly negotiated an extension directly with YCDSB. In an email dated October 27, 2025 Mr. Wong confirmed "that TAIE will directly pay the commission to our real estate broker, Mark, for this lease extension".

[4] The commission was not paid and EAC commenced this Simplified Rules action by Statement of Claim issued on December 10, 2025. EAC claims the unpaid commission, damages of $500,000 and punitive damages of $250,000.

[5] On January 30, 2026, the Defendants served the Demand and a Request to Inspect Documents (the "Request To Inspect"). In its Response to the Demand For Particulars dated February 3, 2026, EAC provided the same response to each demand: the requested particulars are within the Defendants' knowledge, are not necessary to plead and are matters that should be canvassed on discovery. EAC further advised that any documents had been provided with its Response to the Request to Inspect dated February 3, 2026 in which EAC provided copies of the Lease, the Offer and Mr. Wong's email all of which it stated were in the Defendants' possession. EAC further advised that the retainer agreement for the Lease renewal was not in writing.

[6] On March 31, 2026, EAC discontinued this action as against YCDSB.

II. The Law and Analysis

[7] Rule 25.10 states:

> "Where a party demands particulars of an allegation in the pleading of an opposite party, and the opposite party fails to supply them within seven days, the court may order particulars to be delivered within a specified time."

[8] Motions for particulars engage the law and rules of pleadings. Rule 25.06(1) requires that every pleading shall contain a concise statement of the material facts on which the party relies for the claim or defence, but not the evidence by which those facts are to be proved. Pleadings must satisfy the rules and cannot be irregular before particulars are ordered, and where a pleading fails to meet the minimum requirements of the rules, particularly material fact disclosure, the remedy is not particulars but rather striking out the pleading as irregular usually with leave to amend (*Copland* at para. 17; P.M. Perell and J.W. Morden, *The Law of Civil Procedure In Ontario* (Toronto: LexisNexis Canada Inc., 2020) at 602). The court should consider the purpose of pleadings, namely, to define clearly and precisely the questions in controversy between the litigants; give fair notice of the precise case which is required to be met and the precise remedy sought; and assist the court in its investigations of the truth of the allegations made (*National Trust Co. v. Furbacher*, [1994] O.J. No. 2385 at paras. 9-10; *Ontario Consumers Home Services* v. *Enercare Inc.,* 2014 ONSC 4154; *Balanyk* v. *University of Toronto,* 1999 CanLII 14918 (ON SC),

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CanLII at para. 27).

[9] The relevant principles with respect to demands for particulars and particulars motions can be summarized as follows:

i.) an order for particulars is discretionary and the court must make the order which is just, reasonable and fair in the circumstances of each case;

ii.) the party seeking particulars bears the onus of establishing that the particulars are not within their knowledge and are necessary to enable the party to plead;

iii.) the court should ask itself in reference to the whole of the statement of claim: "are there sufficient facts present to formulate a defence"?

iv.) any determination of the minimum level of material fact disclosure will vary depending on the kind of action and pleading under review including the relief sought;

v.) while recognizing the need for defendants to understand the case they have to meet, the courts take a realistic and pragmatic approach when considering whether to order particulars recognizing that not every claim is capable of being pleaded with the same degree of particularity and that subsequent stages in the litigation process may also function to clarify and narrow the issues;

vi.) Rule 25.06(1) requires that a pleading be a concise statement of the material facts, not all of the material facts;

vii.) Rule 25.10 requires that a claim be sufficiently particularized in order to allow the defendant to understand the case it is to meet and to provide an adequately prepared statement of defence; unparticularized pleadings which work against the purpose of pleadings – to define the issues between the parties as precisely as possible – will not be permitted. Particulars should be considered in light of the principle that each party is entitled to know the case that is intended to be made against it at trial and that particulars help to ensure that litigation is conducted fairly, openly and without surprise;

viii.) if a specific fact is not set out, but can be properly inferred from other statements in the pleading, that is sufficient for the purposes of a statement of claim;

ix.) particulars also help to limit the generality of allegations, define and narrow the scope of issues to be decided, guide the discovery process and help to streamline the litigation process, however, they are not akin to an examination for discovery which should not be seen as a substitute for particulars but nor should a demand for particulars be used to compel a plaintiff to disclose evidence or the legal nature of its argument;

x.) the court should take a realistic and pragmatic approach when considering whether to order particulars including consideration of the fact that not every claim is capable of being pleaded with the same particularity;

xi.) it is especially important that the court adopt a realistic and pragmatic approach at the pleadings stage in complex litigation to ensure that litigation is not unduly delayed;

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xii.) particulars should not be permitted to turn into a delay tactic or a substitute for what can be obtained through a request to inspect documents or oral and documentary discovery, otherwise, litigation will be stonewalled at an early stage through excessive particularization;

xiii.) to strike a balance between competing considerations in large and complex litigation, case management judges must have some "elbow room" to keep the litigation moving forward and prevent it from getting bogged down in interlocutory matters, such that litigation management orders can sometimes be more effective than particulars in providing an efficient structure to determine a claim;

xiv.) a party is not required to plead all material facts and the court should not order a party to provide particulars that are in the nature of evidence because to do so would offend Rule 25.06(1);

xv.) Rule 25.06(1) mandates a minimum level of material fact disclosure which if not reached calls for a motion to strike the pleading as irregular, not a motion for particulars. It is only where the minimum level of material fact disclosure has been reached that the pleading becomes regular and thereafter the remedy of particulars under Rule 25.10 becomes available;

xvi.) motions for particulars and ongoing demands for particulars may be premature particularly where it becomes apparent that the defendant has already formulated its defence and the defendant should be required to defend the action, discoveries held and then appropriate motions brought to strike or dismiss;

xvii.) if a party is limited in terms of the detail it can include in its pleading because it does not have access to the books and records of the other party, this is an important factor in determining the extent of particulars that may be required (*1440195 Ontario Inc.* v. *1440194 Ontario Inc.,* [2016] O.J. No. 2220 at paras. 10-12; *Ontario* v. *Rothmans Inc.,* [2016] O.J. No. 253 at paras. 12-16; 84; *Taylor* v. *Canada Cartage Systems,* 2018 ONSC 617 at para. 21; *Copland* v. *Commodore Business Machines Ltd.,* [1985] O.J. No. 2675 at para. 17; *Sleep Factory* at paras 11-14; *3 Dogs Daycare Inc.* v. *Dogtopia Enterprises Canada Inc.,* 2021 ONSC 514 at para. 21; *Duka Property Management Inc*. v. *Kabashi*, 2025 ONSC 2259 at para. 12).

[10] For the reasons set out below, with the exception of one demand, I have concluded that the particulars demanded by the Defendants are present in the Statement of Claim, not necessary to plead, more appropriately left for examinations for discovery and/or in the knowledge of the Defendants. I am also satisfied that this is the most proportionate and pragmatic result which will move the litigation forward in a cost-effective and efficient manner so that pleadings can be completed and documentary and oral discovery can take place. This is particularly the case since this action has been commenced under the Simplified Rules. In its Reply submissions to this motion, the Defendants submit that the damages exceed the limit for this action to be commenced under the Simplified Procedure. This issue is not before this Court and even if this action were commenced under the ordinary procedure it would not alter my conclusions below.

[11] Demand # 1 – EAC alleges at paragraph 7 of its Statement of Claim that in or about 2023,

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TAIE retained EAC as its leasing agent to search for a school location. EAC further claims that TAIE agreed to ensure that EAC's commission would be paid by the landlord in accordance with industry practice. The Defendants have demanded whether there is an alleged retainer agreement including the terms, the date on which it was signed, who the agreement was signed by, the term of the retainer, the commission rate of the retainer and the meaning of "industry practice". This information has been provided, is implied from the pleading or not required. In its Response to the Request To Inspect, EAC advised that there is no written retainer agreement. This answers the demands with respect to date, signatory and signing. In my view, the term "industry standard" is apparent from the pleading, that is, EAC claims that the industry standard is for the landlord to pay the commission. The commission rate is dealt with elsewhere in the Statement of Claim and the Demand and I am satisfied that the term of the retainer is an issue for discovery and not required by the Defendants to plead. In addition, this paragraph refers to events that took place in 2023 and resulted in the Lease and the payment of a commission. Given the pre-existing relationship of the parties, the fact that this paragraph further alleges that EAC "worked closely" with Mr. Wong and Mr. Wong's email confirming that a commission would be paid, I further conclude that this information is within the knowledge of the Defendants. No particulars are required.

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[12] Demand #2 – The Defendants also demanded that if no written retainer is alleged in paragraph 7, on what basis is it claimed a retainer existed and if a verbal retainer is alleged, when the alleged conversation took place giving rise to the alleged oral retainer, who was in attendance for this conversation, where the conversation took place and what was said specifically during this coversation. EAC has confirmed that there is no written retainer agreement. In the overall context of the pleading this is a sufficient response regarding the basis on which EAC claims that there is retainer. In my view, any further details regarding the basis, and the balance of the additional information demanded by the Defendants, is evidence which is more appropriately canvassed on examinations for discovery. EAC is not required to plead when and where the conversation took place, who was there and what what was said. This is evidence which is probative of whether or not an agreement existed (*Jacobsen* v. *Skurka,* (2015) 125 O.R. (3d) 279 at paras. 43-44). EAC is not required to plead evidence, it is prohibited by Rule 25.06(1) and the Defendants do not require this information to plead their Defence. This would also improperly subject EAC to pre-discovery discovery. No particulars are required.

[13] Demand #3- EAC alleges at paragraph 9 of its Statement of Claim that when TAIE wanted to extend the term of the Lease, TAIE agreed that EAC would be paid an industry standard commission which, as with the Lease, would be paid by the landlord. EAC further pleads that in reliance on this agreement, among other things, it determined and assessed TAIE's needs and objectives, arranged for TAIE to assess other locations and consulted regularly with Mr. Wong. The Defendants demand the meaning of "industry standard"; if "industry standard" has a different meaning with respect to lease extensions than as written in paragraph 7; who is alleged to have agreed that EAC would be paid an "industry standard commission"; if there is a written retainer with respect to the lease extension and if so the particulars, and if not, the particulars of the alleged oral retainer including when and where the conversation took place, who was present and what was specifically said. EAC has already confirmed that there is no written agreement. With respect to the meaning of the term "industry standard", the use of this term is sufficiently particular for the purposes of pleading and the Defendants' demands are properly left for discovery and not necessary to plead. This is supported by the fact that the allegation regarding an "industry standard

commission" also applies to previous discussions in 2023 which resulted in the Lease and a payment and Mr. Wong's email regarding payment of a commission. With respect to the balance of this Demand, similar to Demand #3, the details and circumstances related to an alleged oral retainer agreement are evidence and properly deferred to discovery. No particulars are required.

[14] Demand #4 – At paragraph 13 of its Statement of Claim, EAC alleges that in breach of TAIE's agreement with EAC, Mr. Wong decided to secretly negotiate directly with YCDSB and that he and representatives of YCDSB at times and places not known to EAC made a direct deal that excluded EAC and its commission. The Defendants request particulars regarding what agreement is being referred to, if EAC is alleging a contract and if there is a formal retainer with respect to the Lease extension. EAC has already confirmed that there is no formal, written retainer. In my view, it is both apparent and implied from the pleading that the agreement being referred to is the retainer and it is sufficient that EAC has pleaded the existence of an "agreement". Whether or not the agreement constitutes a contract is a legal argument and position which is properly canvassed on examination for discovery together with the evidence as to whether a contract existed. The Defendants have sufficient information to plead and no particulars are required.

[15] Demand #5 – At paragraph 14 of its Statement of Claim, EAC pleads that it learned of the direct deal, claimed its commission, quotes Mr. Wong's email dated October 27, 2025 and states that no payment has been made. The Defendants request when EAC learned of the alleged direct deal. Similar to numerous other Demands, this is evidence which should be canvassed on discovery and is not required for the Defendants to plead. No particulars are required.

[16] Demand #6 – At paragraph 15 of its Statement of Claim, EAC pleads that TAIE and YCDSB breached the agreement with EAC, as described above. The Defendant demands what agreement is alleged to have been breached, if there is an written agreement, if it is an alleged oral agreement and the specific terms. I am satisfied that it is apparent that EAC is referring to the alleged retainer agreement "described above" in numerous paragraphs of the Statement of Claim. I have addressed the relevant issues above. No particulars are required.

[17] Demand #7 – At paragraph 16 of its Statement of Claim, EAC alleges that at times and in a manner not known to EAC, YCDSB induced TAIE to breach the agreement with EAC. The Defendants demand the particulars of how YCDSB allegedly induced the Defendants to breach the agreement. Although EAC pleads that the times and manner are not known, given that this is largely an allegation against YCDSB, confirmation is required. Specifically, EAC shall confirm if it is pursuing this allegation given the discontinuance of its claim against YCDSB and any additional particulars which may now be available. EAC shall advise, provide these particulars or deliver an Amended Statement of Claim within 30 days.

III. Disposition and Costs

[18] Order to go as follows:

i.) the Defendants' motion with respect to Demands #1-6 is dismissed;
ii.) EAC shall deliver particulars with respect to Demand #7 and paragraph 16 as set out above or an Amended Statement of Claim within 30 days;

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iii.) the Defendants shall deliver their Statement of Defence within 30 days of receiving the particulars or the Amended Statement of Claim as set out at paragraph 18(ii) above and EAC shall deliver its Reply, if any, within 20 days of receiving the Defence. These deadlines may be amended on consent of the parties;

iv.) the parties shall agree on a timetable for the remaining steps in this action and may schedule a telephone case conference with me to speak to one if they are unable to do so.

[19] The parties shall first attempt to resolve the costs of this motion. Consideration should be given as to whether costs should be in the cause or deferred to a future step. If the parties cannot agree on costs, they may file written costs submissions not to exceed 4 pages (excluding Costs Outlines) on a timetable to be agreed upon by counsel. Counsel may schedule a telephone case conference with me if necessary.

Released: November 10, 2026

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Associate Justice McGraw

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