CITATION: Matrix Technology Ltd v. 8217793 Canada Inc., 2026 ONSC 6419
COURT FILE NO.: CV-18-00597420-0000
DATE:20261113

2026 ONSC 6419 (CanLII)

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:	)	
	)	
Matrix Technology Ltd.	)	
	)	Rahul Shastri, for the plaintiff
Plaintiffs	)	
	)	
– and –	)	
	)	
8217793 Canada Inc. and Thomas Greenwood	)	
	)	
Defendants	)	
	)	
	)	**HEARD:** November 9, 2026

REASONS FOR DECISION

G. DOW, J.

[1] This matter was scheduled and proceeded to trial November 9, 2026. The plaintiff sought judgment against the defendant, Thomas Greenwood in the amount of $77,808.69 submitting this Court ought to pierce the corporate veil and/or find the conduct of the defendant, Thomas Greenwood was oppressive under section 241 of the *Canada Business Corporations Act*, R.S.C.1985, c.C-44.

[2] The trial was to proceed under Simplified Procedure. The defendant, Thomas Greenwood failed to attend, despite being notified by email of the trial location by the Trial Coordinator. No contact or response has been received from the defendant, Thomas Greenwood since his counsel attended the pre-trial conference on March 31, 2025.

[3] Counsel for Thomas Greenwood, at that time, indicated that she had been unable to obtain instructions and intended to obtain an Order removing herself as Thomas Greenwood's solicitor of record. That order was granted by Associate Justice Josefo on July 8, 2025 (Exhibit J to the affidavit of Simon Bennington sworn August 6, 2026). That order included addresses in Oakville, Ontario and Newport Beach, California as well as an email for service of the order. It also included a Court direction to either appoint a new lawyer or serve a Notice of Intention to Act in Person within 30 days (neither of which occurred.)

Background

[4] The defendant, Thomas Greenwood is the sole owner, officer and shareholder of the defendant 8217793 Canada Inc., carrying on business as Factum Partners. This was admitted in an examination in aid of execution by Thomas Greenwood on November 8, 2019. That examination was conducted after the plaintiff obtained default judgment against the corporate defendant October 9, 2018 (contained at Tab-3 of the Trial Record).

[5] That judgment was in the amount of $80,154.99. Subsequent to that, the plaintiff realized the sum of $2,346.30 from the sale of products being kept at the plaintiff's premises which formed the basis for the business relationship between the parties.

[6] As a result of the examination in aid of execution, the plaintiff obtained records of the defendant corporation that revealed the business relationship, which began in early 2017 and provided for storage and shipping fees to be paid to the plaintiff by the defendant corporation at agreed upon rates. The details are contained in a letter dated January 30, 2017 (Exhibit K to the affidavit of Simon Bennington, sworn August 6, 2026).

[7] The financial records produced also included an instance where Thomas Greenwood chose to pay another creditor, API Contractors & Consultants rather than the plaintiff (Exhibits N, O, P and Q affidavit of Simon Bennington, sworn August 6, 2026).

[8] In addition, the plaintiff alleged several expenses paid by the defendant corporation appear to be personal expenses of Thomas Greenwood (see affidavit of Simon Bennington, sworn August 6, 2026 at paragraphs 54-56).

Analysis

[9] The amount owed to the plaintiff are summarized at paragraphs 46 to 48 of Simon Bennington's affidavit sworn August 6, 2026. I accept that evidence as tendered and find the amount owing to be $77,808.69.

[10] Regarding piercing the corporate veil, the plaintiff relied on the statement of the law contained in *Trans America Life Insurance Co. of Canada v. Canada life Assurance Co.* 1996 CanLII 7979 (ONSC), affirmed [1997] O.J.No. 3754 (C.A.) and recently restated in *Chanderpaul v. Caesars Convention Centre Ltd.,* 2026 ONCA 332 (at paragraph 66). The test to be applied is rigorous and liability on the person is only to occur in exceptional situations. It requires conduct that is improper and those in control expressly directing a wrongful thing to be done. As part of meeting the legal test, the law appears to require the individual to dominate and/or control the actions of the corporation.

[11] In taking the steps outlined in the materials and referenced above, which resulted in the plaintiff not being paid the expenses agreed upon and incurred, I accept and find the corporate veil ought to be pierced and liability imposed on Thomas Greewood.

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[12] If incorrect in my analysis on whether the corporate veil ought to be pierced in holding Thomas Greenwood liable for the plaintiff's claim, I would also agree that the conduct of Thomas Greewood entitles the plaintiff to the finding of oppression and the remedy sought.

[13] The law is clear a director/shareholder/officer cannot use the corporation's money to inappropriately benefit themselves. He or she also cannot inappropriately favour one creditor over another. (see *FNF Enterprises Inc. v. Wag and Train Inc.*, 2023 ONCA 92 (at paragraphs 40-42)). Further, in such situations, the discretion available to the Court extends to finding that the controlling mind of the corporation is personally liable. I so find.

Conclusion

[14] I find the defendant, Thomas Greeewood liable to the plaintiff in the amount of $77,808.69. That amount is subject to and the wording of the judgment must reflect deduction for any amounts collected as against the defendant 8217793 Canada Inc. arising from the default judgment issued October 9, 2018.

[15] Regarding pre-judgment interest, the plaintiff sought the applicable *Courts of Justice Act*, R.S.O.1990, c.C.43, section 129 rate of 1.5 percent per year (for the second quarter of 2018 when the Statement of Claim was issued) from the date of issuance, May 8, 2018. By my calculation that is $3.1954 per day or **to November 13, 2026 (3111 days) an additional $9,940.89**.

[16] The plaintiff also sought costs with a Costs Outline uploaded to Case Center indicating partial indemnity fees totalling $28,929.67, inclusive of HST and disbursements rising to $46,311.20 for full indemnity fee, inclusive of HST and disbursements.

[17] In addition, plaintiff's counsel advised Offers to Settle had been made which was agreed I would not review pending release of this decision. Plaintiff's counsel shall forward any Offer to Settle to be relied upon including not more than three typewritten, double-spaced pages in a readable font of submissions on or before December 3, 2026.

Mr. Justice G. Dow

Released: November 13, 2026

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