CITATION: Vaughan (City) v. Greatsite Homes Ltd., 2026 ONSC 6420
COURT FILE NO.: CV-24-00005154-0000
DATE: 20261113

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:	
THE CORPORATION OF THE CITY OF VAUGHAN Applicant	Douglas O. Smith and Sarah Sweet, Counsel for the Applicant
– and –	
GREATSITE HOMES LTD., KING CITY FARMING AND FLUSHING LTD., and ROBERT STRMOTA Respondents	Vanessa Sampogna, Heather Douglas and Jeremy Rizzetto, Counsel for the Respondents
	HEARD: September 28 and October 1, 2026

REASONS FOR DECISION

DE SA J.:

Overview

[1] The Applicant, The Corporation of the City of Vaughan ("Vaughan" or the "City"), brings this Application under s. 440 of the *Municipal Act*, 2001, S.O. 2001, c. 25 (the "Act") for a statutory injunction against the Respondents, Greatsite Homes Ltd. ("Greatsite"), King City Farming and Flushing Ltd. ("King City Ltd."), and Robert Strmota ("Mr. Strmota"), in relation to their uses of the property at 2330 King Vaughan Road, Maple, ON L6A 2A9 (the "King Vaughan Property").

[2] In this Application, Vaughan seeks, among other relief, a permanent injunction restraining and enjoining the Respondents from operating the King Vaughan Property in such a manner so as to contravene Vaughan's By-Law 001-2021 (the "Zoning By-Law"), By-Law 031- 2024, as amended or superseded (the "Site Alteration By-Law), or By-Law 052-2018, as amended or superseded (the "Tree By-Law" and collectively with the Zoning By-Law and Site Alteration By-Law, the "Applicable By-Laws").

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[3] The evidentiary record demonstrates that the Respondents have clearly and persistently violated the Applicable By-Laws, continue to enter into agreements for the commercial use of the King Vaughan Property, and have expressed an intention to engage in such behaviour in the future. The Respondents have been aware that their actions are in breach of the Applicable By-Laws and have persisted.

[4] After being served with Vaughan's Application, Greatsite transferred the King Vaughan Property to King City Ltd. Operations at the King Vaughan Property continued to be controlled by Mr. Strmota for use as a truck depot, storage area, and for commercial operations in contravention of the relevant Zoning By-Law, including by the last known tenant, Allcon Concrete & Haulage Ltd. ("Allcon"), a corporation in which Mr. Strmota is the sole director.

[5] I will grant a permanent injunction restraining and enjoining the Respondents from operating the King Vaughan Property in such a manner that contravenes the Applicable By-Laws. I will also grant a mandatory order requiring the Respondents to restore the King Vaughan Property to its original condition as per the terms of the draft Order submitted.

[6] I will also grant an Order declaring that the transfer of title of the King Vaughan Property dating to April 14, 2025 between Greatsite and King City Ltd. was made with the intent to defeat, hinder and delay Vaughan of its just and lawful actions in this Application and, as such, is a fraudulent conveyance per s. 2 of the *Fraudulent Conveyances Act*, R.S.O. 1990, c. F.29 and is void as against Vaughan.

[7] The Reasons for my Decision are outlined below.

Summary of Facts

Background

[8] The King Vaughan Property is located near the intersection of King Vaughan Road and Keele Street in the City of Vaughan within the Oak Ridges Moraine Conservation Plan Area and partially within the regulated area of the Toronto and Region Conservation Authority. It is zoned Agricultural under the Zoning By-Law. The King Vaughan Property's eastern border abuts a rail line, which is owned by the Greater Toronto Transit Authority and operated by Metrolinx.

[9] Greatsite was the registered owner of the King Vaughan Property from September 7, 2018 until it conveyed the King Vaughan Property to King City Ltd. on April 14, 2025. Mr. Strmota is and has been the sole director of Greatsite. Mr. Strmota is also currently the sole director of King City Ltd.

Contraventions of the Zoning By-Law

[10] The history of the active non-compliance with the Applicable By-Laws by the Respondents at the King Vaughan Property is lengthy.

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[11] Vaughan first became aware of potential commercial activities on the King Vaughan Property in November 2018, two months after Greatsite purchased the property. A complainant advised Vaughan that construction vehicles were being stored on the King Vaughan Property.

[12] In response to this complaint, Vaughan by-law Officer MacNamara spoke with Mr. Strmota who suggested that his company owned a farm down the road and that all equipment was related to that farm. However, on inspection, the equipment was two dump trucks, two excavators, one bulldozer, two boats, one crane truck, one rolloff truck, one fire department tank truck, one backhoe, one camper trailer, and one tow truck. Mr. Strmota has since admitted that Greatsite performed no other business other than holding the King Vaughan Property.

[13] A further public complaint was received in May 2019 that the King Vaughan Property was being used to store transport trucks. Inspections by Vaughan by-law officers on three dates in June and July 2019 confirmed that numerous construction vehicles and equipment were being stored on the property and on July 11, 2019, Mr. Strmota was cautioned under the Act.

[14] A further three inspections in July 2019 confirmed that commercial equipment and vehicles remained on the property. As a result a Zoning Notice for acts in contravention of the Former Zoning By-Law was served on Greatsite who was directed to comply by August 5, 2019.

[15] Five inspections in September and December 2019 revealed that commercial vehicles and equipment on the King Vaughan Property as well as the placement of a sign on the King Vaughan Property's front gate stating "Allcon Concrete and Haulage Ltd."

[16] A further public complaint was received in May 2020 and inspections by Vaughan by-law officers on five separate dates in June and July 2020 confirmed the storage of multiple sea containers and commercial vehicles on the King Vaughan Property. As a result, in December 2020, Vaughan by-law Officer Williams provided a statement for the laying of an Information under s. 23 of the *Provincial Offences Act* ("POA") against Greatsite and Mr. Strmota for the non-compliance with the Former Zoning By-Law. On March 25, 2021, Greatsite pled guilty and was fined $200 for this offence.

[17] An additional four inspections by by-law officers in June 2021 confirmed that the King Vaughan Property continued to be used to store sea containers, commercial vehicles, and passenger vehicles. As a result, in December 2021 Vaughan by-law Officer Williams provided a second statement for the laying of an Information under s. 23 of the POA against Greatsite and Mr. Strmota for the non-compliance with the Former Zoning By-Law.

[18] A further four inspections in August 2021 confirmed that several sea containers, commercial vehicles, and vehicles in various states of disrepair continued to be stored on the King Vaughan Property. As a result, in December 2021 Vaughan by-law Officer Williams provided a third statement for the laying of an Information under s. 23 of the

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POA against Greatsite and Mr. Strmota for the non-compliance with the Former Zoning By-Law.

[19] Thirty-five separate inspections by Vaughan by-law officers were conducted between October 2021 and November 2022. During each of those inspections the storage of commercial vehicles and equipment was observed on the King Vaughan Property.

[20] Greatsite and Mr. Strmota's contravention of the Zoning By-Law continued in 2023.

[21] Inspections by Vaughan's by-law officers in May and June 2023 confirmed that commercial vehicles and equipment continued to be stored on the property supporting that the King Vaughan Property was still being operated as a contractor's establishment with outside storage.

[22] On June 12, 2023, a Zoning Notice of Contravention was issued to Greatsite for contravention of the Zoning By-Law requiring them to cease using the property as a contractor's establishment and for outside storage by July 12, 2023. Despite this additional Zoning Notice, on September 12, 2023, Vaughan by-law officers attended the King Vaughan Property and observed obvious indications the property was still being used as a contractor's establishment, including signage that indicated: "Yard Rules…HARD HAT, SAFETY VEST, STEEL TOE BOOTS & SAFETY GLASS A MUST…" and commercial vehicles and equipment at the property.

Contraventions of the Building Code Act

[23] In addition to the non-compliance with the Zoning By-Law, Greatsite and Mr. Strmota have also performed operations on the King Vaughan Property that contravened the *Building Code Act*, 1992 through construction of a building on the property prior to obtaining the required permit. An Order to Comply was issued in June 2020 and effectively ignored, leading to a Stop Work Order being issued to Greatsite ordering it to immediately stop all construction.

[24] Despite no permit being issued and the Order to Comply and Stop Work Order being served, construction continued and was finished on November 3, 2020. As a result, Mr. Jung provided a statement for the laying of an Information under s. 23 of the POA against Greatsite and Mr. Strmota who were convicted of these offenses on February 17, 2022 and fined.

Contraventions of the Tree By-Law and Site Alteration By-Law

[25] Greatsite and Mr. Strmota have also acted in violation of the Tree By-Law and Site Alteration By-Law. In September 2023, Vaughan by-law officers observed a site alteration (fresh soil) and a berm behind a tree – a Golden Weeping Willow (the "Weeping Willow"), which had no tree protection on the property. Vaughan's Forestry Inspector found that the fill placed in the area of the Weeping Willow had significantly damaged the root zone of the tree and would cause the decline and/or death of the Weeping Willow.

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[26] As a result, an Order was issued to Greatsite under the Tree By-Law, which required Greatsite to apply for a tree removal permit. Upon being served, Mr. Strmota tore up the Order in front of Vaughan by-law Officer Anania and advised her to leave the King Vaughan Property.

[27] Greatsite also received a Notice of Contravention for violations of the Site Alteration By-Law, which included dumping and placing fill. Greatsite was told to cease and desist the placing of fill on the King Vaughan Property and to restore the property to its original state.

[28] Despite the Order issued under the Tree By-Law and the Notice of Contravention under the Site Alteration By-Law, in December 2023 a large stockpile of fill material was observed on the King Vaughan Property and dump trucks were seen entering and dumping fill onto the property during an inspection. Additional fill had been added to the berm and a further three trees had been damaged and one tree was knocked over. Four tickets were issued for failure to comply with the prior Order in violation of the Tree By-law.

The Transfer of the King Vaughan Property to King City and the Metrolinx Agreement

[29] Efforts to obtain compliance escalated as cease-and-desist letters were sent to Greatsite by Vaughan's legal counsel on or about February 1, 2024 and February 21, 2024. No response was received.

[30] There were further charges for offences dated June 25 and 26, 2024 both for violations of the Site Alteration By-Law and the Zoning By-Law pending before the Court in 2025. Greatsite failed to attend the most recent hearing on August 18, 2025 for these charges (which also included a further charge for violation of the *Building Code Act*, 1992, offence date December 4, 2024). As a result of the continued non-compliance and lack of response to the cease-and-desist letters, Vaughan commenced this Application.

[31] This Application was served on Greatsite on January 7, 2025. It was not until May 13, 2025 that counsel for Greatsite advised that Greatsite had sold the King Vaughan Property on April 14, 2025.

[32] On May 15, 2025, Vaughan by-law officers inspected the King Vaughan Property for the first time since King City Ltd. assumed ownership. The King Vaughan Property was observed to be in generally the same condition and put to the same use as it was during the by-law officer's last pre-conveyance inspection on June 26, 2024 with some of the same commercial vehicles and shipping containers, including the trucks with the Allcon branding, still present.

[33] Mr. Strmota was also present on the King Vaughan Property and advised that Vaughan would have to "go after" the new property owner now and that there was nothing against the law in renting the property.

[34] On behalf of King City Ltd., Mr. Strmota also entered into a Permission to Enter Agreement with Metrolinx on September 25, 2025 ("Metrolinx Agreement"):

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> ...To occupy and enter and re-enter the licensed area by Metrolinx and all authorized users with all necessary material, including, but not limited to, light and heavy vehicles, machinery, supplies, and equipment at all reasonable times in, on, or over, through, under, along, and upon the said lands for all works in connection with the project...

[35] This use of the property under the Metrolinx Agreement is also in contravention of the Zoning By-Law, for which King City Ltd. has been paid $360,000, plus HST as per the agreement terms.

[36] Mr. Strmota has admitted that further agreements, which have not been disclosed, have been reached for Metrolinx's use of the property. When asked whether he was in negotiations with anyone else with respect to commercial activity on the property, Mr. Strmota responded, "Not at this time, but you never know what's going to happen in the future".

Analysis

Should an Injunction be Granted?

[37] The Respondents maintain that King City has a retroactive permit application with Vaughan, which could render portions of the relief sought in the Application moot. The Respondents also point out that the Property is being used by Metrolinx, an Ontario government agency, for the development and improvement of public transportation. To interfere with Metrolinx's use of the King Vaughan Property would not be in the public interest.

[38] The Respondents also take the position that the relief sought lacks the requisite specificity to allow the Respondents to know how to comply and is overly oppressive and harsh. It does not specify which portions of the by-law are being addressed. Given their potentially broad and restrictive scope, permanent injunctions must be particularly tailored to the specific circumstances of the case in which they are ordered; *Marsden v. Thavartnam*, 2026 ONSC 5014, at para. 52.

[39] The Respondent also submits that it would be inappropriate to register the judgment on title.

[40] Vaughan's authority for passing the Applicable By-laws comes from ss. 2 and 11 of the Act.[1] A municipality is statutorily empowered to apply for injunctive relief under s. 440 of the Act, which provides as follows: [2]

> If any by-law of a municipality or by-law of a local board of a municipality under this or any other Act is contravened, in addition to any other remedy

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[1] *Municipal Act, 2001*, S.O. 2001, c. 25, ss. 2 and 11.
[2] *Municipal Act, 2001*, S.O. 2001, c. 25, s. 440.; *City of Ottawa v. Barrymore's Inc. et al*., 2002 CanLII 5565; *City of Vancouver et al. v. Maurice et al.*, 2002 BCSC 1421 (S.C.J).

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> and to any penalty imposed by the by-law, the contravention may be restrained by application at the instance of a taxpayer or the municipality or local board.

[41] Vaughan has jurisdiction over the King Vaughan Property and Applicable By-Laws that apply to it. Accordingly, s. 440 of the Act authorizes this Court to grant an Order requiring the Respondents to cease operations at the King Vaughan Property in such a manner so as to contravene Applicable By-Laws.

[42] A statutory injunction under the Act does not require the Municipality to meet the conventional test for injunctive relief as set out by the Supreme Court of Canada in *RJR–MacDonald*.[3] Given that upholding the rule of law is an essential function of the courts, considerations such as irreparable harm and the balance of convenience are not applicable to an application for a statutory injunction. [4]

[43] A municipality need only demonstrate, on a balance of probabilities, that there has been a clear breach of a by-law. Once this has been demonstrated, the courts will generally grant the injunction to enforce the by-law. [5] This is because the public authority is presumed to be acting in the best interests of the public, who has a direct and substantial interest in the enforcement of the law and a breach of the law constitutes irreparable harm to the public interest. [6]

[44] Where a municipal authority seeks an injunction to enforce a by-law which it establishes is being breached, the courts will refuse the application only in exceptional circumstances.[7] The onus of proving the exceptional circumstances is high and belongs to the responding party. Mere prejudice to intended use of a property does not suffice. [8]

[45] In this case, the evidence of the Respondents' non-compliance with the Applicable By-Laws is overwhelming. Despite being zoned Agricultural, the King Vaughan Property has been used by the Respondents as a truck depot, storage area, and commercial operation for many years despite Notices, Orders, charges, cease-and-desist letters and even the issuance of this Application.

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[3] *RJR MacDonald Inc*. v. *Canada (Attorney General)* (1994), 1994 CanLII 117 (SCC), 111 D.L.R. (4th) 385 (SCC).
[4] *The Law Society of Upper Canada v. Coulson*, 2013 ONSC 2448 (S.C.J), at para. 6; *The Regional Municipality of York v. Di Blasi*, 2023 ONSC 3300.
[5] *Alchuk v. 44 Toronto*, 2024 ONSC 4174, at para. 40.
[6] *City of Ottawa v. Barrymore's Inc. et al.,* 2002 CanLII 5565 (ON SC), at para. 65; *City of Vancouver et al. v. Maurice et al.*, 2002 BCSC 1421 (S.C.J), at paras. 10-14; *Vancouver (City) v. Zhang*, 2009 BCSC 84 (S.C.J), at paras. 18-19; *Regional Municipality of York v. DiBlasi*, 2014 ONSC 3259, at para. 62; *The Corporation of the Township of Schreiber v. Figliomeni et al.*, 2018 CanLII 64061 (O.N. S.C.), at para. 34.
[7] *Newcastle Recycling Ltd. V. Clarington (Municipality)*, 2005 CanLII 46384 (ONCA), at para. 32.
[8] *The Corporation of the Township of Schreiber v. Figliomeni et al.*, 2018 CanLII 64061 (ON SC), at paras. 34-36; *Regional Municipality of York v. DiBlasi*, 2014 ONSC 3259, at para. 64; *City of Ottawa v. Barrymore's Inc. et al.*, 2002 CanLII 5565 at 66.

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[46] The Respondents have persistently violated the Applicable By-Laws, continue to enter into agreements for the commercial use of the King Vaughan Property, and have expressed an intention to engage in such behaviour in the future. The Respondents have even listed the King Vaughan Property for sale advertising its various commercial uses.

[47] The evidence of their intention to "flout" the law is clear, including ripping up Orders in front of by-law officers and continuing their activities despite pending charges and convictions.

[48] I am satisfied that the Respondents are in breach of the Applicable By-Laws and, absent a Court Order, will not comply. I am also satisfied that there are no exceptional circumstances warranting or excusing these ongoing contraventions.

[49] In the circumstances, I will grant the statutory injunction sought by Vaughan restraining the Respondents from using or permitting the Property to be used in a manner that contravenes the Applicable By-Laws. I will also grant a mandatory Order requiring the Respondents to restore the King Vaughan Property into compliance failing which the Applicant is authorized to do so at the Respondents' expense.

[50] I have considered the Respondents' submission that the specific section of the relevant by-law should be identified in the Order. Given the history of this matter, I agree with the Applicant that restricting the Order to specific sections of the by-laws will only encourage future non-compliance by the Respondents. The Respondents cannot flagrantly flout the law over a period of eight years and then complain that the City is seeking an order to force compliance with the law. The Respondents' history of non-compliance justifies the broader wording proposed by the Applicant.[9]

[51] With respect to the Metrolinx Agreement, it is evident that the Respondents are using the King Vaughan Property for their own commercial purposes beyond what is contemplated by their agreement with Metrolinx. In any event, it was the Respondents' responsibility to ensure any agreements they entered into with Metrolinx for the use of the King Vaughan Property complied with the existing municipal by-laws. To the extent Metrolinx's use of the Property was not in compliance with the by-laws, this too would fall on the shoulders of the Respondents at they negotiated the agreements for use.

[52] Any future agreements with Metrolinx that engage the Applicable By-Laws will have to be entered into in consultation with Vaughan given the injunction and the ongoing concerns regarding the unauthorized uses of the King Vaughan Property.

[53] The evidence filed by Vaughan also demonstrates the Respondents have been negotiating agreements for use and even marketing the Property for sale as a commercial property. In the circumstances, I am satisfied that the Order should be registered on title to provide adequate notice to those dealing with the Respondents in relation to the Property.

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[9] See *The Corporation of Windsor v. Persons Unknown*, 2022 ONSC 1168.

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[54] Given the history of commercial use, gas station fill and other potentially contaminating chemicals that have been stored on the Property, I will also grant the Applicant's request to have the Respondents obtain a Phase II Environmental Site Assessment in accordance with the *Environmental Protection Act*, R.S.O. 1990, c. E. 19 and O.Reg. 153/04.

Was the Transfer of King Vaughan Property a Fraudulent Conveyance?

[55] The Applicant also seeks a declaration from this Court that the transfer of the King Vaughan Property from Greatsite to King City was a fraudulent conveyance.

[56] Vaughan takes the position that Greatsite's transfer of the King Vaughan Property at Mr. Strmota's direction to King City Ltd. was contrary to s. 2 of the FCA, which provides that:

> Every conveyance of real property or personal property and every bond, suit, judgment and execution heretofore or hereafter made with intent to *defeat, hinder, delay or defraud creditors or others of their just and lawful actions, suits, debts, accounts, damages, penalties or forfeitures are void as against such persons and their assigns.* [10]
>
> [Emphasis added.]

[57] In order to void a transaction under the FCA, there must be: (a) a "conveyance" of property; (b) an "intent" to defeat; and (c) a "creditor or other" towards whom that intent is directed.

[58] The legal burden to prove the case remains on the plaintiff throughout the trial on a balance of probabilities. Nevertheless, the plaintiff *may* raise an inference of fraud sufficient to shift the *evidentiary* burden to the defendant if the plaintiff can establish that the transaction has characteristics which are typically associated with fraudulent intent. The badges of fraud include:

(a) the donor continued in possession and continued to use the property as his own;

(b) the transaction was secret;

(c) the transfer was made in the face of threatened legal proceedings;

(d) the transfer documents contained false statements as to consideration;

(e) the consideration is grossly inadequate;

(f) there is unusual haste in making the transfer;

(g) some benefit is retained under the settlement by the settlor;

(h) embarking on a hazardous venture; and

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[10] *Fraudulent Conveyances Act*, R.S.O. 1990, c. F.29, at s. 2 ("FCA").

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(i) a close relationship exists between parties to the conveyance.[11]

[59] It is not in dispute that Greatsite conveyed title over the King Vaughan Property to King City Ltd. on April 14, 2025, after this Application had been commenced and served.

[60] While it may not be a creditor yet, Vaughan argues that it has the potential to be, as this litigation includes a request for costs. The courts have interpreted the words "or others" broadly to include anyone with a legal or equitable right or claim, including "prospective creditors".[12] As remedial legislation that is intended to prevent fraud, the FCA "must be given as broad an interpretation as its language will reasonably bear."[13]

[61] Vaughan submits that the court can infer an intent to defeat, hinder, delay or defraud, from the circumstances, including:

- There is unusual haste in making the transfer. The agreement of purchase and sale for the transfer was entered into on April 3, 2025. King City Ltd. was only incorporated on April 8, 2025 and the transaction closed on April 14, 2025.

- No appraisal of the property's value was sought in advance of the transfer and the sale involved no real profit for Greatsite. The property was conveyed to King City for the value of the existing mortgage (approx. $700,000). The Property was later listed by Mr. Strmota for close to $6,000,000.

- The transaction was secret and made in the face of threatened legal proceedings. Greatsite, represented by Mr. Strmota personally, attended triage court in respect of this Application on April 8, 2025. No disclosure was made of the impending sale to Vaughan or the Court and was not disclosed for more than a month after the sale.

- Even after the transfer to King City Ltd., signage and advertisements for King Heights Boutique Condominiums were observed on the property. This project is heavily promoted by Mr. Strmota and is affiliated with Aracon Homes Ltd. and Allcon.

- After King City Ltd. was added to the Application, Mr. Strmota assumed control of King City Ltd. Mr. Strmota again made no profit from the resumption of the property and mortgage.

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[11] In such circumstances, there is an onus on the defendants to adduce evidence showing an absence of fraudulent intent.; *Indcondo Building Corp v Sloan*, 2014 ONSC 4018, aff'd 2015 ONCA 752, at para. 52; *Mohammed v. Makhlouta*, 2020 ONSC 7494, at paras. 47-48; *Beynon v. Beynon*, 2001 CanLII 28147, at paras. 47 and 52 (Sup Ct); *Aquino v. Bondfield Construction Co.*, 2024 SCC 31; 2015 ONCA 752; *Urbancorp Toronto Management Inc. (Re)*, 2019 ONCA 757 at paras. 52-55.

[12] *Suevilia Development Corporation v. Liang*, 2022 ONSC 1856, at paras. 47-48; *Indcondo,* at para. 45.

[13] *Indcondo,* at para. 49; *Makhlouta,* at paras. 45 and 49; *Suevilia,* at para. 47.

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- Mr. Strmota is the president of Aracon Homes Ltd. whose head office was listed as the King Vaughan Property.

- Inspections following the conveyance have confirmed that the King Vaughan Property was observed to be in generally the same condition and put to the same use as it was pre-conveyance, including the storage of Allcon trucks.

- Mr. Strmota remains actively on the property and no one else has appeared to be in control of the King Vaughan Property, there was no branding or other signage related to King City Ltd. and no one identified themselves as being a representative or employee of King City Ltd.

- At the time of the transfer, King City Ltd. had one director named Valeri Georgiev. Mr. Strmota has known Mr. Georgiev personally for five years, Mr. Georgiev has been an employee "on and off" for Allcon, and Mr. Georgiev has been to the King Vaughan Property while employed by Allcon.

- Mr. Georgiev continued to be an employee of Allcon after the transfer of the property.

- King City Ltd.'s registered head office is owned by Antonio Strmota, Mr. Strmota's nephew, and has a $2,034,460 charge registered against it by Allcon.

- The Respondents have refused to produce any correspondence regarding the sale of the property and the transfer of control of King City Ltd. to Mr. Strmota.

[62] The Respondents submit that proof of one or more badges of fraud will not necessarily result in a finding of fraudulent intent. On the basis of Mr. Strmota's evidence, the Respondents argue that Mr. Strmota sold the Property to reduce his own expenses given other ongoing projects. At the time of the sale, he believed the new owner would be able to get financing. The buyer could not get financing, and accordingly the deal unravelled. It is for this reason that Mr. Strmota took the King Vaughan Property back.

[63] The Respondents also maintain that the Applicant is not a creditor as contemplated by the FCA.

[64] On the evidence before me, I am satisfied that Mr. Strmota transferred the King Vaughan Property to King City Ltd. with the intention of frustrating these proceedings and the Applicant's ability to obtain the relief sought, including its costs. Given the outstanding application, I am also satisfied that Vaughan is a "creditor or other" for the purposes contemplated in the FCA.

[65] Accordingly, I am satisfied on a balance of probabilities that the transfer was made with the intent to defeat, hinder and delay Vaughan of its just and lawful actions/claims in this Application and, as such, is a fraudulent conveyance per s. 2 of the FCA.

Disposition

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[66] For the foregoing reasons, I will order:

i. a permanent injunction restraining and enjoining Greatsite, King City Ltd., Mr. Strmota, in his personal capacity as well as any corporations of which Mr. Strmota is a director, officer, shareholder, or otherwise has any control over or interest in, and any and all persons having knowledge of the Order, from directly or indirectly, by any means whatsoever, operating, or allowing any tenants or occupants to conduct operations, at the King Vaughan Property in such a manner so as to contravene the Applicable By-Laws;

ii. a mandatory Order requiring the Respondents to restore the King Vaughan Property to its original condition prior to the illegal activities or a condition that would facilitate the King Vaughan Property's use as agricultural property, including any necessary grading or filling, soil remediation, and restoration of the tree canopy; and removal of tractor trailers, commercial vehicles, containers, construction equipment, trucking equipment and other items, in accordance with Vaughan's Site Alteration By-Law and the King Vaughan Property's zoning designation under Vaughan's Zoning By-Law (with specifics as set out in the draft order);

iii. an Order declaring that the transfer of title of the King Vaughan Property dating April 14, 2025 between Greatsite and King City Ltd. was made with the intent to defeat, hinder and delay Vaughan of its just and lawful actions in this Application and, as such, is a fraudulent conveyance per s. 2 of the *Fraudulent Conveyances Act*, R.S.O. 1990, c. F.29 and is void as against Vaughan;

iv. that the Order should be registered as an instrument on title to the King Vaughan Property.

[67] I will receive costs submissions of no more than 1 page (together with a bill of costs) from the Applicant within 3 weeks of the release of this decision. The Respondents will have 2 weeks thereafter to provide a response.

Justice C.F. de Sa

Date: November 13, 2026

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Respondents

REASONS FOR DECISION

Justice C.F. de Sa

Released: November 13, 2026

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