CITATION: Municipality of Clarington v. Lifelong Group of Companies Inc., 2026 ONSC 6533
COURT FILE NO.: CV-26-2454
DATE: 20261119

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ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:	
The Corporation of the Municipality of Clarington Applicant	S. Crimi and P. Martin, for the Applicant
– and –	
Lifelong Group of Companies Inc. Respondent	R. Rothstein, for the Respondent
	HEARD: October 15, 2026, with further written submissions received on October 19 and 29th, 2026.

THE HONOURABLE MR. JUSTICE SUNIL S. MATHAI

REASONS FOR DECISION

A. OVERVIEW

[1] Lifelong Group of Companies Inc. ("Lifelong") are the owners and occupiers of industrial lands at 45 Raynes Avenue in the Municipality of Clarington (the "Property"). From April 2023 to October 2025, there were several incidents at the Property, including fires and vandalism.

[2] On August 4, 2026, the Corporation of the Municipality of Clarington ("Clarington") conducted an inspection of the Property. The inspection and further site visits resulted in the issuance of four orders made pursuant to the *Building Code Act, 1992*, S.O. 1992, c. 23 (the "*BCA*"). The orders require Lifelong to: (a) fund 24-hour onsite security for the Property; and (b) to cease any "construction" or "demolition" work on the Property in the absence of a permit. Lifelong has commenced appeals/proposed appeals with respect to all

four orders. Commencing an appeal does not automatically stay the effect of the orders (see s. 25(7) of the *BCA*).

[3] On August 14, 2026, Clarington commenced an application seeking, amongst other things, an interlocutory injunction and an order requiring Lifelong to demolish all parts of a factory located on the Property in accordance with an order dated October 14, 2025. In the alternative, Clarington seeks various relief with respect to Lifelong completing a partial demolition permit and work commencing within six months in accordance with a partial demolition permit.

[4] Clarington seeks the interlocutory injunctions pursuant to s. 440 of the *Municipal Act, 2001*, S.O. 2001, c. 25 (the "*MA*"), s. 38 of the *BCA*, and s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the "*CJA*"). Specifically, it seeks: (1) a mandatory order requiring Lifelong to provide continuous 24-hour onsite security for the Property; and (2) an order restraining Lifelong from undertaking any unauthorized demolition or construction at the Property except in compliance with a permit issued by Clarington pursuant to the *BCA*.

[5] Lifelong opposes the relief sought and advances two primary arguments. First, it urges this Court to stay the application as an abuse of process on the basis that the application relitigates issues already decided by a Justice of the Peace in 2023, and because all the relevant orders have been appealed. Second, Lifelong submits that Clarington has not met the test for an interlocutory injunction.

[6] As developed below, I reject Lifelong's request for a stay of the application. The application is not an attempt to relitigate issues from 2023. Clarington's request for an interlocutory injunction is nothing more than a request that Lifelong comply with the orders which have not been stayed. Clarington seeks to enforce the scheme set out in the *BCA*. Ensuring compliance with the *BCA* is not abusive.

[7] I grant Clarington's request for an interlocutory mandatory injunction. Clarington has established a strong *prima facie* case that the orders requiring 24-hour onsite security have been breached and Lifelong has not obtained a stay of the orders. I dismiss Clarington's request for an interlocutory prohibitive injunction as it has not established a strong *prima facie* case that Lifelong is engaging in "construction" or "demolition" as those terms are defined under the *BCA*.

[8] The mandatory injunction will begin 15 days after the release of this decision and will remain in effect until the earlier of: (1) a decision on the merits of the application; (2) a decision granting a stay of the two relevant orders pending appeal; (3) a successful appeal of the orders; or (4) an agreement made between the parties.

[9] The mandatory injunction merely requires Lifelong to comply with the *BCA*. The Legislature has determined that an appeal to the Superior Court of Justice does not automatically stay the effect of an order. That choice must be respected. Lifelong's

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appeal/proposed appeal of the relevant orders does not change its obligation to comply with the orders until it obtains a stay, or the orders are successfully appealed.

B. BACKGROUND FACTS

(a) The Property

[10] The Property is a large industrial complex consisting of numerous interconnected industrial buildings, including a main industrial plant and an east plant. The entire Property is zoned as M2-1 General Industrial. Some buildings on the Property are clearly in a state of disrepair, and some are clearly beyond saving. Historically, the Property was used as a tire and rubber factory. It stopped operating in 2016.

[11] Lifelong acquired the Property in May 2020. Since that time, there have been several incidents at the Property, including:

(a) April 15, 2023 – an electrical fire;

(b) May 13, 2023 – a structural fire on the third floor of the building;

(c) May 15, 2023 – a structural fire which resulted in injuries to a teenager

(d) May 26, 2023 – a structural fire

(e) July 17, 2025 – a suspected arson caused by a 14-16 year-old male;

(f) October 12, 2025 – a fire that resulted in the partial destruction of the industrial building. The fire appears to have been caused by arson; and

(g) October 14, 2025 – hotspots from the October 12 fire.

(b) Orders issued against Lifelong between 2023 and 2025

[12] Following the May 2023 fires, Clarington issued an Inspection Order pursuant to s. 21 of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4 (the "*FPPA*"). This order required Lifelong to implement site-securing measures at the Property, including 24-hour security (the "2023 Order").

[13] On June 2, 2023, Clarington charged Lifelong with failing to comply with the 2023 Order. Lifelong was acquitted. Lifelong's president, Absar Beg ("Mr. Beg"), swore an affidavit which states that the Justice of the Peace found that Lifelong had exercised due diligence in securing the premises against unauthorized entry on the Property. The Justice of the Peace's ruling is not included in the record before me. The acquittal was not appealed.

[14] Following the October 2025 fire, Clarington issued an Order to Remedy Unsafe Building, dated October 14, 2025 (the "October 2025 Order"). This order was issued pursuant to s. 15.9(2)(b) of the *BCA* and required Lifelong to board up windows and secure doors in

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the buildings, and to demolish certain buildings on the Property in accordance with a permit previously issued on February 7, 2025.

[15] In November 2025, Lifelong appealed the October 2025 Order pursuant to s. 25 of the *BCA*. Mr. Beg's affidavit describes what he believes occurred after the appeal was commenced:

> It is my understanding that by filing this appeal, the enforcement of [the October 2025 Order] was halted and Lifelong was not obligated to implement the additional site security measures or undergo a full demolition while the appeal is ongoing. Both Lifelong and the Municipality agreed to not move the appeal forward while working toward a practical resolution of the site issues through negotiation. Accordingly, the Municipality filed no response to the appeal. No hearing date was set and the Municipality did not advance the immediate measures it had set out in the October 2025 Order.

[16] No fires have occurred at the Property between October 2025 and August 2026. There continues to be concerns with respect to trespassing on the Property. To address these concerns, Clarington hired security to monitor the outside of the Property. Lifelong installed 27 cameras at various locations to monitor trespassers. On the record before me, there is no evidence on how these cameras are monitored.

(c) The August 4, 2026, inspection and subsequent orders

[17] On August 4, 2026, Clarington conducted an inspection of the Property. Following the inspection, Clarington issued the following orders:

(a) an Order to Remedy Unsafe Building dated August 4, 2026. This order was made pursuant to s. 15.9(2)(b) of *BCA*. The order required Lifelong to provide 24-hour onsite security to prohibit unauthorized access to the Property. The order required Lifelong to comply by August 9, 2026;

(b) an Order Requiring Compliance dated August 4, 2026. This order was made pursuant to s. 15.2(2) of the *BCA* and cites violations of municipal By-law 2007-070 (the "Property Standards By-law"). The schedule to the order requires Lifelong to provide 24-hour onsite security to prohibit unauthorized access to the Property. The order required Lifelong to comply by August 25, 2026; and

(c) An Inspection Order dated August 4, 2026, made pursuant to s. 21 of the *FPPA*.

[18] On August 7, 2026, following a site visit of the Property, Clarington issued an Order to Comply dated August 7, 2026. This order was made pursuant to the *BCA*. The order requires Lifelong to stop all "construction" and "demolition" on the site immediately.

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[19] On August 10, 2026, Clarington issued a Stop Work Order against Lifelong on the basis that Lifelong had breached the Order to Comply. This order was also made pursuant to the *BCA*.

[20] In support of its injunction request, Clarington relies on alleged breaches of the four orders issued under the *BCA* following the August 4 inspection. Clarington also relies on alleged breaches of the Property Standards By-law.

(d) Lifelong commences appeals

[21] On August 18, 2026, Lifelong appealed the Inspection Order pursuant to s. 26(1) of the *FPPA*, which automatically stayed the order pending the appeal (see s. 26(7)). The Fire Safety Commission's decision may be appealed to the Divisional Court on any question that is not a question of fact alone (see s. 27(1)).

[22] On August 24, 2026, Lifelong served a "Notice of Application to Appeal" with respect to the Order to Remedy Unsafe Building. On August 26, 2026, Lifelong served a "Notice of Application to Appeal" with respect to the Order to Comply and Stop Work Order. Lifelong prepared all three "Notices of Application to Appeal" without counsel. While these notices were served within 20 days, it does not appear that Lifelong issued any of the notices of application.

[23] On September 1, 2026, counsel for Lifelong served and filed an "Amended Notices of Application to Appeal" with respect to the Order to Remedy Unsafe Building, the Order to Comply and the Stop Work Order. In its supplementary written submissions, Lifelong advises that the applications seek to re-issue the "Notices of Application to Appeal", request a stay of the orders and extend the time for filing the appeal, if necessary.

[24] The parties are attending Triage Court in June 2027 for the purpose of scheduling the appeals.

[25] On August 24, 2026, Lifelong commenced an appeal of the Order Requiring Compliance pursuant to s. 15.3(1) of the *BCA*. The Municipality of Clarington's Property Standards Committee heard the appeal on September 16, 2026, and dismissed the appeal on the same day. The decision is brief: "… having considered all representations made before us, make the following decision: The Committee confirms the Order issued on August 4th, 2026, in its entirety".

[26] After the hearing of this motion and my request for additional written submissions, Lifelong commenced a motion seeking an extension of time to appeal the Property Standards Committee's decision to this Court. In its supplementary written submissions, Lifelong asserts that it expected further reasons from the Committee and only realized that further reasons would not be delivered at the hearing of this motion.

(e) Application for Partial Demolition Permit

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[27] A central point of dispute between the parties is the extent of demolition work that must be conducted. Clarington takes the position that the entire factory must be demolished. Lifelong does not believe that this is necessary. Clarington's application seeks interlocutory injunctive relief to secure the Property pending a final determination of the application as it relates to the extent of the demolition.

[28] The parties agree that Lifelong has now submitted a complete package for a partial demolition permit. Clarington is reviewing the application.

C. ISSUES ON THE MOTION

[29] There are three questions I must answer:

(a) Should the application be stayed?

(b) What is the appropriate test for an interlocutory injunction in the context of a proceeding seeking a statutory injunction?; and

(c) Is Clarington entitled to the interlocutory relief sought?

[30] Before addressing these issues, I will set out the relevant provisions of the *BCA*, the *MA* and the Property Standards By-law.

(a) The *BCA* and *MA*

[31] Section 15.1 of the *BCA* permits a municipality to make municipal property standards. The Property Standards By-law was made pursuant to this power.

[32] Pursuant to s. 15.2(2) of the *BCA*, an officer may issue an order where the officer finds that a property does not conform with the standards prescribed in a by-law passed pursuant to s. 15.1.

[33] Section 15.3(1) permits an owner to appeal an order issued pursuant to s. 15.2(2) of *BCA*. The appeal is made to the Property Standards Committee. Section 15.3(4) allows an owner to appeal a decision of the Property Standards Committee to the Superior Court of Justice within 14 days after a copy of the decision is sent. The judge hearing the appeal has the same powers and functions as the Property Standards Committee (see s. 15.3(6)). An order that is confirmed by the Property Standards Committee is final and binding upon an owner (see s. 15.3(7)).

[34] Section 15.3 applies to Lifelong's proposed appeal of the Property Standards Committee's decision (i.e. the appeal of the Order Requiring Compliance). The appeal was commenced after the 14 days set out in s. 15.3(4) of the *BCA*.

[35] Pursuant to ss. 15.9(2)(b) and (4), an inspector who finds that a building is unsafe may make an order setting out the reasons why the building is unsafe and the remedial steps necessary to render the building safe and that those steps be taken in a prescribed time.

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[36] Section 12(2) permits an inspector to make an order directing compliance with the *BCA* where the inspector finds a contravention of the Act. Where an order under s. 12 is not complied with, s. 14(1) permits the chief building official to issue an order requiring all demolition work to cease.

[37] Section 25(1) permits "a person aggrieved" by an order to appeal that order to the Superior Court of Justice within 20 days after the order was made. Pursuant to s. 25(2), a judge of the Superior Court may extend the time for commencing an appeal. On appeal, a judge may affirm or rescind the order and take any other action that the judge considers ought to be taken in accordance with this Act (see s. 25(4)). Importantly, s. 25(7) states that an appeal does not stay the operation of an order. An order made by a judge on appeal may be appealed to the Divisional Court on any question that is not a question of fact alone (see s. 26(3)).

[38] The parties agree that s. 25 applies to an appeal from the Order to Remedy Unsafe Building, the Order to Comply, and the Stop Work Order.

[39] Section 38 of the *BCA* permits the chief building official to apply to the Superior Court of Justice for an order directing a person to comply with an order made under the Act. Given its importance to this motion, I reproduce the entirety of s. 38:

> **Restraining order**
>
> 38 (1) Where it appears to a chief building official that a person does not comply with this Act, the regulations or an order made under this Act, despite the imposition of any penalty in respect of the non-compliance and in addition to any other rights he or she may have, the chief building official may apply to the Superior Court of Justice for an order directing that person to comply with the provision. 1992, c. 23, s. 38 (1); 2002, c. 9, s. 54.
>
> **Idem**
>
> (2) Upon the application under subsection (1), the judge may make the order or such other order as the judge thinks fit. 1992, c. 23, s. 38 (2).
>
> **Appeal**
>
> (3) An appeal lies to the Divisional Court from an order made under subsection (1).

[40] Section 440 of the *MA* permits a municipality to commence an application to restrain a person from contravening a by-law. Section 444 of the *MA* permits a municipality to issue an order requiring a person to discontinue activity that contravenes a by-law, and s. 445 allows the municipality to issue a work order to correct any contravention of a by-law. Contravening an order is an offence under the *MA* (see s. 444(3); s. 445(4)).

(b) The Property Standards By-law

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[41] The Property Standards By-law was made pursuant to s. 15.1 of the *BCA*. The only order that refers to the Property Standards By-law is the Order Requiring Compliance. Schedule "A" to the order refers to s. 4.05 of the Property Standards By-law. In written submissions filed after the hearing of the motion, Clarington also referenced s. 4.09. These sections read as follows:

> 4.05 Where it has been shown that a proper level of security has not been achieved, or the owner's control, attendance or lack of security measures to protect the property suggests a more secure option be used, the officer may order the owner to supply more stringent security measures as may be necessary beyond the options listed in subsection 4.04.
>
> 4.09 Where a building has been damaged by fire, the officer may order the owner to restore the building to meet the requirements of this by-law and the Ontario Building Code and this By-law.

[42] Section 4.04 lists several security measures that an officer may issue as part of an order where a vacant or damaged property has not been sufficiently secured. Concrete blocking is the most "secure" method listed. Section 4.04 does not list 24-hour onsite security.

D. LAW AND ANALYSIS

(a) What is the applicable test?

[43] Clarington argues that the test for granting a statutory injunction, whether interlocutory or permanent, differs from the *RJR-MacDonald* test (see *RJR-MacDonald Inc. v. Canada (Attorney General)*, [1994] 1 SCR 311). Clarington argues that it need only establish a "clear breach" of a by-law or order to obtain relief. Under this framing of the test, Clarington is not required to satisfy the last two elements of the *RJR-MacDonald* test.

[44] Lifelong argues that the *RJR-MacDonald* test applies because Clarington is seeking an interlocutory injunction (see *National Steel Car Limited v. Arcelor Mittal Dofasco*, 2022 ONSC 6742, 34 M.P.L.R. (6th) 77, at paras. 13-17). With respect to the mandatory injunction, Lifelong argues that the *RJR-MacDonald* test is modified and Clarington must establish a strong *prima facie* case (see *R. v. Canadian Broadcasting Corp*., 2018 SCC 5, [2018] 1 SCR 196, at para. 15).

[45] Both positions find support in the jurisprudence.

[46] Many decisions of this court have applied the test as articulated by Clarington, even in circumstances where the moving party seeks an interlocutory injunction. A description of the test advanced by Clarington can be found in Gilmour J.'s decision in *Regional Municipality of York v. DiBlasi*, 2014 ONSC 3259, 24 M.P.L.R. (5th) 269. At paras. 62-64 of the decision, Gilmour J. described the test as follows:

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> In seeking a statutory injunction, the factors that would normally be considered in an application for an equitable injunction do not apply. Irreparable harm and balance of convenience do not need to be considered because the public authority is presumed to be acting in the best interests of the public and a breach of the law is considered to be irreparable harm to the public interest.
>
> The breach must be a clear one, but once established the court will grant a statutory injunction on an interlocutory basis. By way of balance, however, there is a higher evidentiary burden placed on the party seeking the injunction. The Region in this case must establish that a clear breach of the by-law has occurred. By contrast, the responding party need only show it has an "arguable defence."
>
> Finally, the fact that the defendants may suffer some hardship [from] the imposition of the injunction will not outweigh the public interest in having the law obeyed. [footnotes omitted.]
>
> (see also *Hamilton (City) v. Loucks*, 232 D.L.R. (4th) 362 (Ont. S.C.), at paras. 30-31; *Retirement Homes Regulatory Authority v. In Touch Retirement Living for Vegetarians/Vegans Inc.*, 2019 ONSC 3401, at para. 47; *The Township of Amaranth v. Ramdas*, 2020 ONSC 2428, 99 M.P.L.R. (5th) 228, at para. 54, aff'd 2021 ONCA 815, 160 O.R. (3d) 348; *City of Ottawa v. Persons Unknown*, 2022 ONSC 1151, at paras. 39-42; *Allied Properties Reit v. 1064249 Ontario Inc.*, 2016 ONSC 6665, at para. 7, aff'd 2017 ONCA 419, 67 M.P.L.R. (5th) 29; *The Corporation of the Township of Schreiber v. Figliomeni et al.*, 2018 ONSC 3657, 91 M.P.L.R. (5th) 161, at para. 35; *Township of Uxbridge v. Corbar Holdings Inc. et al.*, 2012 ONSC 3527, 100 M.P.L.R. (4th) 264, at paras. 41-42, aff'd 2013 ONCA 561, 14 M.P.L.R. (5th) 1, leave to appeal refused, [2013] S.C.C.A. No. 441; and *Suprun v. Bryla* (2007), 41 M.P.L.R. (4th) 174 (Ont. S.C.), at paras. 66-74, aff'd 2008 ONCA 94, 41 M.P.L.R. (4th) 192).

[47] This framing of the test is consistent with the Court of Appeal's decision in *Newcastle Recycling Ltd. v. Clarington (Municipality)* (2005), 204 O.A.C. 389 (C.A.). In that decision, Juriansz J.A. held that where the municipality has established that the respondent has breached a by-law, a permanent injunction should only be refused in exceptional circumstances (see *Newcastle*, at para. 32).

[48] The jurisprudence has defined "exceptional circumstances" in a very narrow manner (see *City of Ottawa*, at para. 56; *Retirement Homes*, at para. 48; Robert J. Sharpe, *Injunctions and Specific Performance* (Toronto: Ontario: Thomson Reuters, 2018) (loose-leaf 2026-Rel. 1), at § 3:9. Exceptional circumstances include: (a) the offending party has ceased the activity and/or provided clear and unequivocal evidence that the unlawful conduct will cease; (b) the injunction is moot and would serve no purpose; (c) there is a right that pre-

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existed the enactment that was breached; (d) there is uncertainty that the offending party is flouting the law[1]; and (e) the conduct at issue is not what the enactment was intended to prevent (see *City of Ottawa*, at para. 63; *Retirement Homes*, at para. 48)

[49] On the other hand, many decisions from this Court have applied the *RJR-MacDonald* test in the context of a municipality seeking a statutory injunction or interlocutory injunction (see *Abdullah v. Naziri*, 2016 ONSC 2168, 52 M.P.L.R. (5th) 84; *Township of King v. 2424155 Ontario Inc.*, 2018 ONSC 1415, 74 M.P.L.R. (5th) 1; *The Corporation of the Town of Caledon v. Darzi Holdings Ltd. et al.*, 2019 ONSC 5255, 92 M.P.L.R. (5th) 349; *Staples v. Huntsville (Town)*, 2017 ONSC 6295, 71 M.P.L.R. (5th) 125; *New Tecumseth (Town) v. Dallard*, 2017 ONSC 2853, 66 M.P.L.R. (5th) 288, at para. 56; and *National Steel Car Limited*).

[50] In my view, the conflict in the jurisprudence is largely a product of courts addressing different forms of injunctive relief. The *Newcastle* formulation applies when the court is determining whether to grant a permanent statutory injunction (see: Robert J. Sharpe, *Injunctions and Specific Performance* (Toronto: Ontario: Thomson Reuters, 2018) (loose-leaf 2026-Rel. 1), at § 3:9). Where a municipality seeks interim or interlocutory relief, the applicable analytical framework is the *RJR-MacDonald* test with slight modification.

[51] To resolve the conflict in the jurisprudence, it is helpful to return to first principles.

[52] There are three types of injunctions. First, there are interim injunctions (also referred to as interim interlocutory injunctions). Interim injunctions are often brought on an *ex parte* basis. Even where an interim injunction is commenced with notice, it is usually granted based on a limited record and with limited argument. Interim injunctions are typically granted for a limited time, until the parties can provide the court with a more complete record and argument (see *1711811 Ontario Ltd. (AdLine) v. Buckley Insurance Brokers Ltd.*, 2014 ONCA 125, 371 D.L.R. (4th) 643, at para. 51).

[53] Second, there are interlocutory injunctions. Interlocutory injunctions are granted on a more complete record and argument. These injunctions are granted until the resolution of trial or other disposition of the proceeding (see *Buckley Insurance Brokers Ltd.*, at para. 52). Third, there are permanent injunctions. Permanent injunctions are issued after a trial or hearing on the merits.

[54] The *RJR-MacDonald* test applies to interim and interlocutory injunctions. A different test is required for a permanent injunction because the court can finally determine the merits of the case and fully evaluate the legal rights of the parties (see *Buckley Insurance Brokers*

[1] "Flouting" arises in the context of an injunction commenced by the Attorney General (see *Ontario (Attorney General) v. Ontario Teachers' Federation* (1997), 36 O.R. (3d) 367 (Gen. Div.). In that context, the Attorney General must establish "repeated flouting" of the law to obtain a public interest injunction to restrain an alleged statutory breach (see *Ontario (Agriculture and Food and Dairy Farmers) v. Georgian Bay Milk Company Ltd.*, 2008 CanLII 4780 (Ont. S.C.), at paras. 57-65).

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Ltd., at paras. 76-80; *Labourers' International Union of North America, Local 183 v. Castellano*, 2020 ONCA 71, 444 D.L.R. (4th) 183, at para. 25).

[55] Amongst other things, the test for the equitable remedy of a permanent injunction requires: (1) a party to establish all the elements of a cause of action; (2) that the wrongs that have been proven are sufficiently likely to recur in the future; and (3) there is no adequate alternative remedy (see *Labourers' International*, at paras. 24-36). The equitable test for a permanent injunction is quite different from the *Newcastle* test for a permanent statutory injunction.

[56] In my view, when a state actor seeks an interim or interlocutory injunction and relies on a statutory injunction provision, the moving party must establish the following:

> (1) a strong *prima facie* case that the respondent/defendant has breached the regulatory framework (i.e. the condition precedent for obtaining a statutory injunction);
>
> (2) that the moving party will suffer irreparable harm if the injunction is refused; and
>
> (3) that the balance of convenience favours granting the injunction.

[57] In the next part of this decision, I will explain why a state actor must establish the second and third elements of the *RJR-MacDonald* before addressing the reasons for requiring the state actor to establish a strong *prima facie* case.

(i) Justification for requiring the state actor to establish irreparable harm and balance of convenience

[58] First, the *RJR MacDonald* test is carefully crafted for interim or interlocutory relief. A request for interim or interlocutory relief is usually made on an incomplete record. The court hearing the motion is not in the best place to resolve conflicting evidence, which is ideally done at trial or with cross-examinations of affiants (see *Manitoba (A.G.) v. Metropolitan Stores Ltd.*, [1987] 1 SCR 110, at p. 130; see also *American Cyanamid Co. et al. v. Ethicon Inc. et al.* (1975), 22 C.P.R. (2d) 75, at pp. 76-77).

[59] Given that the first stage of the test does not require the moving party to fully prove its case, the *RJR-MacDonald* test also requires a moving party to establish that it will suffer irreparable harm if an injunction is not granted and the balance of convenience favours granting an injunction. In this way, the second and third elements act as a counterbalance against the fact that the court is not going to engage in a full merits analysis (see *Valastro v. The Corporation of the City of London,* 2013 ONSC 598, at paras. 61-63).

[60] This rationale also applies to an interlocutory injunction based on a statutory injunction. At an interlocutory stage, the court is not determining whether a breach of the regulatory scheme has been established. To be granted relief absent a ruling on the merits of the

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underlying proceeding, the moving party must establish the second and third elements of the *RJR-MacDonald* test.

[61] Second, *Newcastle* supports the view that the statutory injunction test only applies to a permanent injunction. In *Newcastle*, Juriansz J.A.'s description of the statutory injunction test was explicitly made in the context of a "permanent injunction" (see para. 32; see also *Leamington (Municipality) v. Ramirez*, 2023 ONCA 334, 482 D.L.R. (4th) 454, at para. 22, leave to appeal refused, [2023] S.C.C.A. No. 316).

[62] When determining whether to grant a permanent statutory injunction, the court does not apply the *RJR-MacDonald* test, nor does it apply the test for a permanent injunction as a form of equitable relief. Rather, as the Court of Appeal has stated, absent exceptional circumstances, a permanent injunction will be granted if the moving party has established a breach of the regulatory scheme (see *Ramirez*, at para. 22; *Newcastle* at para. 32; J. Sharpe, *Injunctions and Specific Performance* (Toronto: Ontario: Thomson Reuters, 2018) (loose-leaf 2026-Rel. 1), at § 3:9). Limiting the statutory injunction test to permanent injunctions makes sense. At that stage, the state actor has established, on a full record, that a breach of the regulatory scheme has, in fact, occurred and the Legislature has determined that an injunction is the appropriate remedy.

(ii) The elevated threshold for the first element

[63] A moving party is not typically required to establish a strong *prima facie* case to obtain interlocutory injunctive relief. In the context of an interlocutory injunction sought pursuant to a statutory injunction provision, the elevated threshold is appropriate for three reasons.

[64] First, when a state actor seeks an interlocutory injunction, the public interest in requiring compliance with the statutory scheme makes it easier to establish the second and third elements of the *RJR-MacDonald* test.

[65] With respect to the second element of the test, the state actor will assert that the failure to comply with the statutory scheme harms the public interest. Irreparable harm is generally presumed because the state actor is presumed to act in the public interest (see *RJR*, at pp. 345-347 and 349; *The Corporation of the Township of Scugog (Township) v. 2241960 Ontario Inc. O/A Earthworx Industries*, 2011 ONSC 1598, 80 M.P.L.R. (4th) 115, at paras. 6-9; and *Georgian Bay Milk*, at para. 55).

[66] Similarly, the balance of convenience will typically favour a state actor where it is seeking an injunction to ensure compliance with the law (see *The Corporation of the City of Windsor v. Persons Unknown*, 2022 ONSC 1168, 31 M.P.L.R. (6th) 334, at para. 52; *Amaranth*, at para. 54; and *Adamson Barbecue Limited*, 2020 ONSC 7679, 13 M.P.L.R. (6th) 122, at para. 17).

[67] The ease in which a state actor will satisfy the second and third elements of the *RJR-MacDonald* test means that the test must be recalibrated. In my view, the recalibration requires the court to conduct a closer review of the merits of the alleged breach.

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[68] Second, *RJR-MacDonald* recognized that a more extensive review of the merits of a claim is necessary when an interlocutory motion will, in effect, amount to a final determination of the proceeding (see *RJR*, at p. 337-338). In cases of statutory injunctions, an interlocutory motion may well determine the results of the underlying proceeding. This warrants a higher standard to obtain relief prior to a judgment on the underlying proceeding.[2]

[69] Third, there are occasions where a state actor will seek a mandatory injunction on an interlocutory basis. The Supreme Court has determined that a party seeking a mandatory injunction must establish a strong *prima facie* case because the injunction requires the defendants/respondent to take positive action, the positive action may be costly, and issuing a mandatory injunction may effectively determine the proceeding in favour of the moving party (*Canadian Broadcasting Corp.*, at paras. 15-16). These same policy reasons militate toward the elevated strong *prima facie* test, especially where the state actor is seeking an interlocutory mandatory injunction.

(iii) "clear breach" and "arguable defence"

[70] Before moving on, I provide the following observations with respect to the terms "clear breach" and "arguable defence", as those terms are used in *DiBlasi* and other cases.

[71] The term "clear breach" is not particularly helpful in the interlocutory context because the court is not determining whether a breach has, in fact, occurred. As I have found, the court determines whether the moving party has established a strong *prima facie* case that a breach has occurred. To the extent that "clear breach" is the equivalent of a "strong *prima facie* case", then the latter term is preferable because it is clearly defined in the jurisprudence.

[72] A "clear breach" is similarly unhelpful in the context of a permanent statutory injunction (see for example *Allied Properties*, at para. 7; *1884901 Alberta Ltd. o/a Park'N Fly v. Park2Sky Inc*, 2021 ONSC 2579, 13 M.P.L.R. (6th) 97, at para. 4; *The Corporation of the City of Windsor*, at para. 55). The term denotes a degree to which a breach has been established. In determining whether to issue a permanent statutory injunction, a judge must determine whether a breach has been established on a balance of probabilities. Using the term "clear breach" may suggest that something more than a balance of probabilities is required. Absent statutory language requiring a "clear breach", the burden of proof is a balance of probabilities.[3] This is consistent with the Court of Appeal's decision in *Newcastle* and *Ramirez*, which have not adopted a "clear breach" standard.

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[2] I recognize that Clarington's application is not seeking a permanent injunction given that the framing of the underlying application primarily relates to a dispute about the extent of the demolition required and the appropriate demolition permit.

[3] Some statutes use language like "clear and convincing" to demonstrate a higher threshold than balance of probabilities that is still lower than "beyond a reasonable doubt". See, for example, the s. 201(10) of the *Community Safety and Policing Act, 2019*, S.O. 2019, c. 1, Sched. 1.

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[73] In *DiBlasi*, Gilmour J. relied upon *Peachland (District) v. Peachland Self Storage*, 2011 BCCA 466, 91 M.P.L.R. (4th) 64, to find that an "arguable defence" can be used to resist a request for a statutory injunction on an interlocutory basis. *Peachland*'s comments with respect to an "arguable defence" arose in the context of analyzing whether the by-law at issue was invalid (see *Allied Properties*, at para. 5). Where there is an "arguable defence" with respect to the validity or enforceability of a by-law, then the defendant/respondent can argue: (1) that there is no "serious issue to be tried" on a motion for an interlocutory injunction; or (2) that "exceptional circumstances" exist and the court should exercise its discretion not to grant a permanent statutory injunction despite a finding that a breach has occurred (see *Figliomeni*, at para. 36). Where a defendant alleges that it is not in breach of the regulatory scheme, then this would be evaluated by the court when determining whether the moving party has established a strong *prima facie* case.

(iv) summary of conclusions on the appropriate test

[74] To obtain a permanent statutory injunction, the *Newcastle* test applies.

[75] To obtain an interim or interlocutory injunction based on a statutory injunction provision, the moving party must establish:

> (1) that it has a strong *prima facie* case that there has been a breach of the regulatory scheme;
>
> (2) that the moving party will suffer irreparable harm if the injunction is not granted; and
>
> (3) the balance of convenience favours granting an injunction.

[76] This is the test I will apply to Clarington's request for interlocutory injunctive relief.

(b) Should the application be stayed?

[77] Lifelong argues that the application is an abuse of process for three reasons[4]: (1) the application seeks to relitigate issues from the 2023 prosecution (see *Toronto (City) v. C.U.P.E., Local 79*, 2003 SCC 63, [2003] 3 S.C.R. 77, at para. 37); (2) Clarington is attempting to enforce orders that are the subject of an appeal; and (3) Clarington is attempting to circumvent their non-enforcement of the October 2025 Order.

[78] I reject these arguments as it relates to Clarington's request for an injunction.

[79] With respect to relitigation, I do not find that the application is an attempt to relitigate issues already decided by the 2023 prosecution. I arrive at this conclusion for three reasons.

[4] Lifelong did not actually bring a motion requesting a stay of the application

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[80] First, I do not have a transcript of the Justice of the Peace's reasons for the decision, and I am unable to ascertain why Lifelong was acquitted. Mr. Beg's evidence on the reasons for acquittal is not sufficient.

[81] Second, the burden of proof on the prosecution was beyond a reasonable doubt. That is not the standard that applies to a civil injunction (in the context of issue estoppel, see *Penner v. Niagara (Regional Police Services Board)*, 2013 SCC 19, [2013] 2 S.C.R. 125, at para. 60).

[82] Third, and most importantly, whether 24-hour onsite security was necessary in 2023 is not determinative of whether 24-hour onsite security is necessary today. The Order to Remedy Unsafe Building and the Order Requiring Compliance were issued nearly three years after the 2023 Order and were based on the August 4, 2026, inspection of the Property. The 2023 Order was made before the 2025 fires. The question of whether the absence of 24-hour onsite security is currently a breach of s. 15.9(2)(b) of the *BCA* or the Property Standards By-law has not been previously litigated.

[83] Clarington's mandatory injunction is brought to enforce the Order to Remedy Unsafe Building and the Order Requiring Compliance. Both orders require Lifelong to implement 24-hour onsite security at the Property. Clarington's prohibitory injunction seeks to enforce the Order to Comply and the Stop Work Order, both of which prohibit Lifelong from conducting demolition or construction without a permit.

[84] All four orders must be complied with absent a stay pending appeal. No stay has been ordered. Based on the legislative scheme, the status quo is that Lifelong must comply with these orders. It is not abusive for Clarington to seek this Court's assistance in enforcing the statutory regime even though appeals have been commenced.

[85] Lifelong's argument with respect to the October 2025 Order does not relate to the injunctions sought. The October 2025 Order did not require 24-hour onsite security, nor did it prohibit "construction" and "demolition" in the absence of a permit. The impact of any agreement on enforcement of this order, if there was an agreement, may be addressed on the hearing of the application.

(c) Should the interlocutory injunctions be granted?

(i) Is there a strong prima facie case

[86] To establish a strong *prima facie* case, Clarington must show a case of such merit that it is very likely to succeed in establishing a breach of the orders. To find that Clarington has satisfied this threshold, I must be satisfied that there is a strong likelihood on the law and the evidence that Lifelong has breached the orders (see *Canadian Broadcasting Corp*., at para. 17).

[87] I start with determining whether Clarington has established that there is a strong *prima facie* case that Lifelong is in breach of the Order Requiring Compliance or the Order to Remedy Unsafe Building (i.e. the mandatory injunction).

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[88] The strength of Clarington's case rests entirely on the two orders that require Lifelong to implement 24-hour onsite security. Those orders are, on their face, valid. The Order Requiring Compliance complied with s. 15.2(2) of the *BCA* and there is no dispute that this order was served. Similarly, the Order to Remedy Unsafe Building complied with s. 15.9(4) of the *BCA* and it too was served on Lifelong. While Lifelong has commenced proceedings to appeal the two orders, those appeals do not stay the orders.

[89] There is also no dispute that a stay has not been obtained and no dispute that Lifelong has not implemented 24-hour onsite security. As such, Clarington has established that it has a strong *prima facie* case that Lifelong is breaching the Order Requiring Compliance and the Order to Remedy Unsafe Building.[5]

[90] Lifelong argues that there is no evidence before this court establishing that the absence of 24-hour onsite security is a breach of the *BCA* or the Property Standards By-law. Without such evidence, Lifelong argues that Clarington cannot establish a strong *prima facie* case.

[91] I reject this argument.

[92] Lifelong's argument effectively asks this Court to determine whether the orders were correctly made. That issue belongs before the court hearing the appeals. Until stayed or set aside, the orders remain effective and must be obeyed. The relevant question on this motion is whether there is a strong *prima facie* case that Lifelong is complying with those orders, not whether Lifelong has strong appeals. On a motion to stay the orders, brought within the context of the appeal proceeding, Lifelong can argue that there is a serious issue to be tried on the appeals (i.e. the merits of its appeal), and Clarington can respond with evidence necessary to establish the legal and factual basis to the orders.[6]

[93] While there are certainly overlapping issues, a motion to stay the orders is framed differently than this motion for an injunction. For example, at the first stage of the analysis, the motion will focus on the strength of Lifelong's appeal. The evidence on irreparable harm and balance of convenience may well be different as well.

[94] The parties and my own research have not revealed any cases where s. 38 of the *BCA* has been relied upon to grant an injunction where an appeal of the order is outstanding. The lack of jurisprudence in this area does not support Lifelong's assertion that interlocutory injunctive relief is not available when an appeal has been commenced.

[95] To prohibit the chief building official from seeking a restraining order in the face of a respondent who is unwilling to comply with a facially valid order would create an absurdity. It would allow a party resisting the injunction to delay the hearing of an appeal

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[5] If the *Newcastle* test applies, there is no dispute between the parties that Lifelong has not implemented 24-hour onsite security at the property. This is a breach of the Order Requiring Compliance and Order to Remedy Unsafe Building.
[6] Lifelong has not yet started an appeal of the Property Standards Committee (i.e. the Order Requiring Compliance). Lifelong must be granted leave before being able to commence that appeal as "Notice of Application to Appeal" was served out of time.

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with little recourse for the chief building official to ensure compliance. Remedial legislation, like the *BCA*, should not be interpreted in a manner that would lead to such absurdities. While the chief building officer has other options available (e.g. provincial offences), s. 38 does not require the chief building official to exhaust those remedies before seeking a restraining order (see *R. v. Martin Grove Properties Ltd.*, 2011 ONCA 711, 90 M.P.L.R. (4th) 226, at para. 3, leave to appeal refused [2012] S.C.C.A. No. 18).

[96] I turn now to the prohibitory injunction. Again, Clarington relies on two orders in support of the prohibitory injunction: (1) the Order to Comply; and (2) the Stop Work Order. Clarington's evidence in support of breaches of these orders is as follows:

> (a) Mr. Rice's (the chief building officer) affidavit deposes that during the August 4, 2026 inspection, he observed two workers on the third floor of a building near a window with an industrial bin located below. The two workers "disappeared" upon becoming aware of the inspection. This evidence does not relate to alleged breaches after the two orders were issued.
>
> (b) Ms. Mathieu-Moor's (Senior Building Inspector) affidavit deposes that she too observed the two workers noted by Mr. Rice on August 4. On August 7, 2026, Ms. Mathieu-Moor observed two workers "dropping industrial waste out of a window" from one of the buildings. On August 11, 2026, she again observed a worker engaging in construction on the building. In her supplementary affidavit, Ms. Mathieu-Moore states that on September 9, 2026, she observed workers wearing protective face masks and using prybars or crowbars to remove portions of the interior walls. On September 10, 2026, she observed workers throwing garbage bags out of a fire escape window. Ms. Mathieu-Moor's affidavits include videos of her observations, that I have reviewed. Both affidavits describe Mr. Beg as being difficult in permitting an inspection of the Property. Mr. Beg contests this characterization.

[97] Mr. Beg's supplementary affidavit states that workers were removing wet drywall and insulation from an area near a window where water had been entering the building. The purpose of the work was to avoid mold and prevent water leaking onto other floors. Mr. Beg further deposes that the affected walls were limited to the areas around the window and none were load-bearing or structural walls. Mr. Beg further deposes that work has continued at the Property after the Stop Work order. That work involves cleanup, maintenance and preparatory work consistent with Lifelong's plan to re-occupy portions of the Property.

[98] Mr. Beg disputes any suggestion that he did not permit Ms. Mathieu-Moor to inspect the Property and that she has inspected the Property on several occasions after August 4, 2026.

[99] Pursuant to s. 8(1) of the *BCA*, no person shall construct or demolish a building or cause a building to be constructed or demolished, unless a permit has been issued by the chief building official. The *BCA* defines "demolition" and "demolish" as, "to do anything in the removal of the building or any material part thereof". The *BCA* defines "construct" and "construction" to mean, "to do anything in the erection, installation, extension or material

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alteration or repair of a building and includes the installation of a building unit fabricated or moved from elsewhere".

[100] Clarington's evidence does not establish a strong *prima facie* case that the two orders have been breached. The fact that workers were conducting work on a building is not sufficient to establish that Lifelong is engaging in "construction" or "demolition" as those terms are defined under the *BCA* (see *Cleanol Integrated Services Ltd. v. Johnstone*, 2015 ONSC 768, 51 C.L.R. (4th) 147). There is no evidence before me, expert or otherwise, that establishes a "serious issue to be tried", let alone a strong *prima facie* case, that Lifelong is removing any "material part" of the building in contravention of the two orders or engaging in any "material alteration" or repair of a building.[7] Construction that does not go to the structural essence of a property is not "construction" under the *BCA* and does not require a permit (see *Kritz v. City of Guelph*, 2016 ONSC 6877, 61 M.P.L.R. (5th) 315, at para. 58).

[101] While I am not prepared to issue an interlocutory prohibitory injunction, that does not mean that Lifelong can ignore the Order to Comply and the Stop Work Order. As required by the *BCA*, Lifelong must comply with the orders until an appeal is granted, or a stay of the orders is obtained. If Lifelong engages in "construction" or "demolition" work, as defined by the *BCA*, then it will have breached the two orders.

[102] After the hearing of the motion, Lifelong argues that the failure to name the chief building official as an applicant should preclude Clarington from obtaining any relief. I disagree.

[103] During oral argument, I questioned Clarington's counsel on the absence of the chief building official as a named applicant. Despite my questioning of Clarington's counsel, Lifelong did not argue, in oral submissions, that not naming the chief building official as an applicant precluded any relief. This argument was not included in Lifelong's factum and was first addressed by Lifelong in its supplementary written submissions filed after my request for further submissions.

[104] The chief building official swore an affidavit in support of Clarington's position and is completely aligned with the municipality. Acceding to Lifelong's argument would be akin to allowing form to trump substance. Had Clarington requested an amendment to the style of cause to name the chief building official as an applicant, I would have permitted the amendment given that there is no doubt that the chief building official would consent to being added and there is no prejudice to Lifelong (see *1000758840 Ontario Ltd. v. The City of Toronto*, 2024 ONSC 1835, 59 M.P.L.R. (6th) 268, at para. 14, aff'd 2025 ONSC 2084, 59 M.P.L.R. (6th) 28 (Div. Ct.).

[105] In the circumstances of this case, Clarington's mistake should not preclude it from obtaining relief.

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[7] Ms. Orr's affidavit does not address whether the work conducted by the workers observed by Ms. Mathieu-Moor or Mr. Rice involved the removal of any material part of the relevant building.

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(ii) Irreparable harm and balance of convenience

[106] The next issue I must consider is whether there will be irreparable harm to Clarington if a mandatory interlocutory injunction is refused.

[107] On the record before me, I find that Clarington will suffer irreparable harm if the Order to Remedy Unsafe Building and the Order Requiring Compliance are not enforced.

[108] If an injunction is not granted, there is a real concern that Lifelong will not comply with the two orders. By its own admissions, Lifelong has not complied with the orders, though it has taken some steps to secure the property (e.g. installing cameras). Further, Lifelong has not moved with haste in seeking to stay the orders or have the appeal heard urgently. For example, Lifelong has not written to the trial coordinator to request an urgent motion for a stay, an urgent motion to commence the appeal from the Property Standards Committee or an urgent hearing of the appeal.[8] In the absence of an injunction, the statutory regime will be undermined if there are no consequences to Lifelong ignoring the statutory requirement to comply with the orders.

[109] Additionally, the evidence on the application demonstrates that there have been serious safety issues at the Property. Thankfully, there have been no issues since October 2025, though there remain concerns over trespassing, and aspects of the Property appear to be unsafe and in a derelict condition. Clarington is sufficiently concerned about public safety that it has retained, at the expense of the taxpayer, security for the area around the Property. That security has not kept trespassers off the Property.[9] Clarington would be delinquent in its duties if it simply ignored the safety risk and took no steps to ensure that Lifelong complied with the orders.

[110] For the same reasons, I find that the balance of convenience favours Clarington.

[111] The only countervailing factors are the costs of having to fund 24-hour onsite security and Lifelong's rights on appeal. Neither factor tips the balance against granting the mandatory injunction.[10] Mr. Rice has given an undertaking with respect to damages. If the orders are successfully appealed or the application is dismissed, then Clarington may be required to pay damages to Lifelong.

[112] Lifelong's appeal rights are not impacted by the injunction. If a stay of the appeal is ordered or the appeal is granted, then the interlocutory injunction will dissolve. In this way, granting the mandatory injunction will not render the appeal or the motion for a stay moot. The injunction is merely intended to ensure that Lifelong complies with the *BCA*.

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[8] See s. 97 of the Central East Practice Direction (https://www.ontariocourts.ca/scj/practice_directions/consolidated-practice-direction-for-the-central-east-region/#Early_or_Urgent_Motion)

[9] The record includes a police report from August 24, 2026. Lifelong did not challenge the admissibility of this evidence despite it being hearsay. In any event, the police report is a "business record" under the *Ontario Evidence Act*, R.S.O. 1990, c. E.23.

[10] There is no evidence before me that estimates the cost of obtaining 24-hour onsite security.

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(iii) Section 440 of the MA

[113] I have not considered Clarington's request for a mandatory interlocutory injunction based on s. 440 of the *MA*. From a practical standpoint, it is unnecessary. Nothing would be gained when a mandatory interlocutory injunction has already been issued pursuant to s. 38 of the *BCA* and s. 101 of the *CJA*.

[114] That said, I think it is important to offer some clarity on the use of s. 440.

[115] Section 440 does not speak to enforcing "orders". It speaks to enforcing by-laws. It is not clear to me that s. 440 can be used to enforce "orders". I am cognizant of the fact that in *The Corporation of the City of Kawartha Lakes v. Grills*, 2021 ONSC 2229, 56 M.P.L.R. (6th) 310, this Court held that a "Municipality may seek an injunction to prevent ongoing violation of its Orders or by-laws" (see para. 54). The decision cited for that proposition is *The Corporation of South Frontenac and 360788 Ontario Ltd.*, 2018 ONSC 1344, 73 M.P.L.R. (5th) 289. *South Frontenac* did not state, implicitly or otherwise, that s. 440 could be used to enforce a breach of an order. *South Frontenac* did not involve the alleged breach of an order.

[116] It is not clear to me that s. 440 can be used to enforce an order. In any event, the orders sought to be enforced on this motion are made under the *BCA* and s. 38 applies to orders made under that Act.

[117] Determining whether Clarington has established a strong *prima facie* case that Lifelong had breached the Property Standards By-law is materially different from the above noted analysis, which is focused on whether there is a strong *prima facie* case that an order has been breached. A request for an interlocutory injunction based on an alleged breach of the Property Standards By-law would require this Court to assess whether there is a strong *prima facie* case that the Property is not currently adequately secured and requires 24-hour onsite security to be adequately secured (see s. 4.05).

[118] On the record before me, it may have been difficult for Clarington to establish a strong *prima facie* case that the proper level of security has not been achieved and that 24-hour on-site security is required. To be clear, I make no findings on whether the absence of 24-hour onsite security at the Property is a breach of s. 4.05 of the Property Standards By-law. That will be an issue decided by a judge hearing the appeal from the Property Standards Committee, assuming leave to commence the appeal is granted.

D. CONCLUSION

[119] Clarington's request for an interlocutory mandatory injunction is granted. Lifelong must comply with this Court's Order within 15 days of the release of this decision. The injunction will remain in effect until the earlier of: (1) a decision on the merits of the application; (2) a decision granting a stay of the orders pending appeal; (3) a successful appeal of the two relevant orders; or (4) an agreement made between the parties.

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[120] There is divided success on the motion. As a result, I am inclined not to grant costs but will entertain submissions if the parties are unable to resolve costs. If costs cannot be resolved, then Clarington may file written submissions of no more than 5 pages (excluding cost outlines) on December 4, 2026. Lifelong may file responding submissions of no more than 5 pages (excluding cost outlines) on December 18, 2026. All materials are to be filed through the civil JSO portal as well as sent directly to my judicial assistant by email to Joanna.Skalko@ontario.ca

[121] There are several issues that remain outstanding with respect to Lifelong's appeals. Those issues include: (1) permitting Lifelong to issue notices of appeal after the deadline imposed under the *Rules*; (2) in relation to the Order Requiring Compliance, a motion permitting Lifelong to appeal after the deadline imposed by s. 15.3(4) of the *BCA*; (3) scheduling an urgent motion for a stay of the orders or an urgent hearing of the appeals; and (4) whether the appeals should be heard together. To ensure the orderly progression of the appeals and motions, the parties may contact my judicial assistant to schedule a case conference before me. At the case conference, a timetable for the motions and appeals can be scheduled.

Justice S. Mathai

Released: November 19, 2026

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CITATION: Municipality of Clarington v. Lifelong Group of Companies Inc., 2026 ONSC 6533
COURT FILE NO.: CV-26-2454
DATE: 20261119

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ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

The Corporation of the Municipality of Clarington

Applicant

Lifelong Group of Companies Inc.,

Respondent

REASONS FOR DECISION

Justice S. Mathai

Released: November 19, 2026