

SUPERIOR COURT OF JUSTICE - ONTARIO

7755 Hurontario Street, Brampton ON L6W 4T6

RE:

Plaintiff(s)

AND:

GREER, Stephen Paul GREER, Joanna
Topp, **Defendant(s)**

BEFORE: Justice RSJ TZIMAS

COUNSEL: KAMALAKARAN, Sobiga and KONOMI, Dora for the **Plaintiff(s)**
Email: sobiga@tcwalkerlawyers.com Email:
dkonomi@tcwalkerlawyers.com

GREER, Stephen Paul, Self-rep **Defendant**
Email: kaspargreer@hotmail.com

GREER, Joanna Topp, Self-Rep, **Defendant**
Email: joannagreer@hotmail.com

HEARD: May 15, 2025, by video conference

ENDORSEMENT

- [1] The plaintiffs requested a case management conference to discuss an order for certain productions from the defendants in advance of the examinations for discovery. The defendants viewed the request as either unnecessary or premature, although in substance, following some discussion, they understood and accepted that they had production obligations.
- [2] To move this matter forward, the parties agreed to the following specific terms:
- a. The parties shall exchange their respective affidavit of documents by July 15, 2025.

- b. Both sides will include in their affidavit of documents (AODs) all documents that will enable an accounting reconciliation, or what I described during the case conference as a “follow the money” exercise.
- c. The defendants agreed that they will provide documents that show the costs for labour and materials. It is recognized that the defendants may not have discreet or segregated lists of labour costs and material costs. However it is that they account for such costs, they have an obligation to provide their evidence on labour and materials and proof of those costs, including invoices and receipts. Where invoices and receipts are not available, they will have to demonstrate what payments were made, and on what basis. One approach would be produce redacted bank statements showing payments, including cash withdrawals for cash payments to subcontractors or materials provided. Ultimately, if the defendants say they paid subcontractors for labour and materials, they will have to produce the evidence to support their position.
- d. The defendants shall confirm with the plaintiffs if they retained a 10% holdback in trust, as required under the *Construction Act*, R.S.O. 1990, c. C.30. If they did, then they must provide proof of such a holdback and offer their explanation on what happened to that holdback. If they did not, at least for this stage in the litigation, they ought to clarify their position.
- e. On the defendants’ bank account information, the plaintiffs’ request for the the branch and account number of the bank account in which the cheques and cash paid by the plaintiffs to the defendants or any one of them were deposited is appropriate and ought to be disclosed. If all monies were deposited to the SKG Homes and Renovations account, as Joanna Greer suggested, then that is the account information to be provided. If deposits were made to more than one account, then the defendants must provide the branch and account number for each of those accounts. Page 2 of 3

- f. The plaintiffs say they have made direct payments to subcontractors. It is expected that in their affidavit of documents they will list all documents related to such payments, including proof of payment.
- [3] Once the AODs are exchanged, the parties are encouraged to turn their minds to the scheduling of discoveries and any other anticipated activities, such any amendment of the pleadings. Taking scheduling exigencies into account, they should be looking to begin, if not complete, examinations for discovery by the end of September 2025. This is a suggestion, with a view to keeping the litigation moving forward.
- [4] I am not awarding any costs for today's attendance. Both sides demonstrated a willingness to collaborate and work through their concerns with productions at this stage of the litigation. I encourage them to continue to take a nimble and proactive approach to this dispute.
- [5] Although I am not appointing myself as a case management judge to this matter, I adjourn today's attendance to a future date, to be requested by the parties, if they hit any difficulties and require some further clarification. They may write to the trial office to book a 9 a.m. appointment with me.
- [6] Finally, I would hope that through their respective AODs will be able to make significant progress on obtaining an accounting reconciliation, and possibly even reaching a resolution. I caution them that the figures in dispute, while substantial to each side, cannot support an exhaustive litigation procedure with multiple disagreements, court appearances and motions.

E. de Zure, RSJ.