



SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

ENDORSEMENT

COURT FILE NO.: CV-25-740567-00CL DATE: June 2, 2025

NO. ON LIST: 2

TITLE OF PROCEEDING: The Toronto Dominion Bank vs Dosanjh Care Inc

BEFORE: JUSTICE J. STEELE

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party:**

Name of Person Appearing	Name of Party	Contact Info
Wendy Greenspoon-Soer	The TD Bank	wgreenspoon@garfinkle.com

**For Defendant, Respondent, Responding Party:**

Name of Person Appearing	Name of Party	Contact Info
Soumya Sanyal	Dosanjh Care Inc	Soumya@saachilaw.com

**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info
Bryan Gelman	Proposed Receiver Office	bgelman@albertgelman.com
Chris Rowe	Proposed Receiver Office	crowe@albertgelman.com

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**ENDORSEMENT OF JUSTICE STEELE:**

[1] TD Bank (the “Bank”) seeks the appointment of a receiver over all of the assets and property of Dosanjh Care Inc.

[2] The parties were before me on May 1, 2025. At that time, the debtor sought a three-month adjournment. I granted a one-month adjournment.

[3] The respondent requested a further adjournment today to seek the license. The Bank opposed the adjournment request given the history of this matter.

[4] Having considered the submissions of the parties, I declined the respondent’s request for a further adjournment.

[5] The parties reappeared before me on May 7, 2025, because the respondent had not been able to secure appropriate insurance for the property. At that time, the parties consented to an interim receivership order, which gave the receiver the power to secure the insurance.

[6] The respondent is indebted to the Bank under a credit facility made available under the terms of a Loan Agreement dated October 14, 2022. The respondent defaulted under the terms of the Loan Agreement in or about June 2024. Demand Letters and Notice of Intention to Enforce Security were served July 12, 2024.

[7] The respondent asked the Bank to forbear enforcement and a Forbearance Agreement was entered into on or about August 14, 2024 (the “Forbearance Agreement”).

[8] The Debtor previously operated as a care home facility under the Community Homes for Opportunity Program. The operation was closed in October 2023 due to an order of North Bay Parry Sound District Health Unit.

[9] The Debtor was trying to obtain a retirement residence license, which it has not yet been able to obtain.

[10] The Forbearance Agreement expired in January 2025, and was extended to February 2025. The Forbearance Termination Date of February 28, 2025, under the Forbearance Agreement, as extended, has now expired.

[11] The defaults relied upon by the Bank include failure to maintain the property in good repair and working condition to carry on the business and failure to operate in compliance with applicable environmental health and safety laws. The non-operation of the respondents continues. The Bank is concerned that any further delays would result in a continued deterioration of the property and the security.

[12] As a term of the Forbearance Agreement, the Borrower consented to an order for the appointment of a receiver in the event of default.

[13] The only issue before me is whether it is just or convenient to appoint a receiver. As set out at para. 21 of the Bank’s factum, there are a number of factors that Courts have historically considered when determining whether it is just or convenient to appoint a receiver.

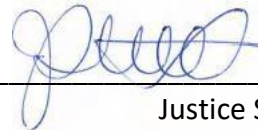
[14] I am satisfied that is just and convenient to appoint a receiver. As noted by the Bank, the security is at risk and a receiver is needed to take control of the property and to determine the best means to remediate it to maximize value for the creditors. The GSA and Standard Charge Terms granted by the respondent provide the Bank with the contractual right to appoint a receiver.

[15] There is no evidence that the license the respondent wishes to obtain is forthcoming.

[16] Although the appointment of a receiver is generally an extraordinary remedy, the extraordinary nature of the remedy is reduced where the applicant is merely seeking to enforce a term of an agreement that was agreed to by both parties: *Elleway Acquisitions Ltd. v. Cruise Professionals Ltd.*, 2013 ONSC 6866, at para. 27.

[17] I also agree with the Bank's submission today that the fact that the respondent consented to the appointment as a term of the Forbearance Agreement is an important factor to be considered. The parties entered into the Forbearance Agreement in good faith. The Bank upheld its part of the bargain. The respondent should be required to do the same.

[18] Order attached.

A handwritten signature in blue ink, appearing to read "Justice Steele", is written above a horizontal line.

Justice Steele

Date: June 2, 2025