



ONTARIO SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-25-00740567-00CL DATE: May 1, 2025

NO. ON LIST: 1

TITLE OF PROCEEDING: THE TORONTO-DOMINION BANK v DOSANJH CARE INC

BEFORE JUSTICE: Madam Justice Steele

**PARTICIPANT INFORMATION**

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

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

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

Name of Person Appearing	Name of Party	Contact Info
RESPONDENT -Dosanjh Care Inc	Howard Manis	<a href="mailto:hmanis@manislaw.ca">hmanis@manislaw.ca</a>

**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info
Proposed Receiver	Bryan Gelman	<a href="mailto:bgelman@albertgelman.com">bgelman@albertgelman.com</a>

## ENDORSEMENT OF JUSTICE STEELE:

1. TD Bank brings an application seeking the appointment of a Receiver over all the assets and property of Dosanjh Care Inc.
2. The Debtor asks the Court for a 3-month adjournment. The Bank opposes any adjournment and seeks to proceed with the application.
3. After having heard submissions from the parties, I agreed to grant a short adjournment.
4. The Debtor and the Bank had previously entered into a forbearance agreement that has expired.
5. 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.
6. Despite the cessation of operations, the Debtor has made all monthly payments to the Bank and advised that it will be making the next payment due to the Bank mid-May.
7. The Debtor has been trying to obtain a retirement residence license, which the Debtor says is imminent. The Debtor intends to refinance, and restore business at the property once it has a license in place.
8. 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 Debtors continues.
9. The most significant potential prejudice (given that the business has not operated for 1.5 years, and the Debtor continues to make its monthly payments to the Bank), is due to the lapsing of the insurance policy.
10. The Debtors undertook to immediately reinstate the insurance policy and provide proof to the Bank by the end of the day on May 2, 2025.
11. If the Debtors fail to provide the Bank with the proof of insurance by 5 pm on May 2, 2025, the Bank may seek an urgent appointment before me (30 minutes) on May 5 or May 6, 2025 to proceed with the receivership application. Such urgent request shall be made through the Commercial List Office.
12. The application is adjourned to **June 2, 2025 at 10 am (30 minutes)** before me, subject to my availability on the Commercial List.



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Justice Steele

Date: May 1, 2025

