

Court File No.: CV-22-00688920-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**THE URBAN ENVIRONMENT CENTRE (TORONTO) c.o.b. as GREENSAVER,  
HOUSEMASTER TORONTO INC. and  
GREENSAVER HOME ENERGY SERVICES INC.**

Respondents

**APPLICATION UNDER** section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43

**FACTUM OF THE RECEIVER, ALBERT GELMAN INC.**  
(Returnable February 11, 2026)

February 4, 2026

**GOWLING WLG (CANADA) LLP**  
Suite 1600, 1 First Canadian Place  
100 King Street West  
Toronto ON M5X 1G5 Canada

**Rachel Moses (LSO# 42081V)**  
[rachel.moses@gowlingwlg.com](mailto:rachel.moses@gowlingwlg.com)  
Tel: 416-862-3630

**Asim Iqbal (LSO# 61884B)**  
[asim.iqbal@gowlingwlg.com](mailto:asim.iqbal@gowlingwlg.com)  
Tel: 416-369-7256

**Namya Tandon (LSO# 93814R)**  
[namya.tandon@gowlingwlg.com](mailto:namya.tandon@gowlingwlg.com)  
Tel: 416-369-7262

Lawyers for the court-appointed Receiver,  
Albert Gelman Inc.

**TO: THE SERVICE LIST**

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**FACTUM OF THE RECEIVER, ALBERT GELMAN INC.**

**PART I - INTRODUCTION**

1. This motion made by Albert Gelman Inc. ("**AGI**"), in its capacity as court-appointed Receiver (the "**Receiver**"), appointed pursuant to an Order of the Ontario Superior Court of Justice (the "**Court**") dated November 8, 2022 (the "**Appointment Order**") of the Respondents, The Urban Environment Centre (Toronto), carrying on business under firm name and style Greensaver ("**UECT**"), Housemaster Toronto Inc. ("**Housemaster**") and Greensaver Home Energy Services Inc. ("**Greensaver**" and, together with UECT and Housemaster, the "**Companies**"), for an order (the "**Discharge Order**"), *inter alia*:

- (a) abridging the time for service, filing and confirmation of the Notice of Motion and the Motion Record so that this motion is properly returnable February 11, 2026, and dispensing with further service;

- (b) approving the First Report of the Receiver dated January 22, 2026 (the “**First Report**”), and the activities and conduct of the Receiver set out therein;
- (c) approving the Receiver's final statement of receipts and disbursements as of January 13, 2026 (the “**Final SRD**”);
- (d) approving the fees and disbursements of the Receiver and its counsel, including the Estimated Fee Accruals as described in the First Report;
- (e) authorizing the Receiver to make the Final Distributions as described in the First Report; and
- (f) discharging AGI as the Receiver upon the filing of a certificate confirming that the Receiver has completed all Remaining Activities as outlined in the First Report and releasing AGI from any claims which have been raised or which could have been raised in these proceedings against the Receiver, and any and all liability that AGI has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of AGI while acting in its capacity as the Receiver, except for gross negligence and wilful misconduct.

2. It is the position of the Receiver that the Receiver's actions should be approved, and the relief requested should be granted, for the following reasons:

- (a) the Receiver's actions were reasonable, and the Receiver, at all times, acted within its mandate in carrying out its actions, pursuant to the provisions of the Appointment Order;
- (b) the professional fees and the Final SRD are reasonable in the circumstances, and should be approved;
- (c) the Final Distributions are fair and reasonable; and
- (d) following the Receiver completing its remaining duties, the Receiver will have completed its administration of the estate of the Companies and should be discharged as Receiver accordingly.

## **PART II - SUMMARY OF FACTS**

### **Background**

3. The facts underlying this motion are fully set out in the First Report, and any capitalized terms herein that are not defined have the meaning ascribed to them in the First Report.

4. AGI was appointed by the Court as Receiver of the Companies, pursuant to the Appointment Order.<sup>1</sup>

5. UECT is a not-for-profit organization that implemented energy conservation retrofit programs for homes and businesses in Ontario. Greensaver is a home inspection company and a wholly-owned subsidiary of UECT. Housemaster is an indirect wholly-

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<sup>1</sup> First Report of the Receiver dated January 22, 2026 (the “**First Report**”), para 1 and Appendix "A" thereto.

owned subsidiary of Greensaver. The Companies operated from leased premises municipally known as 74 and 76 Six Point Road, Toronto, Ontario (collectively, the “Premises”).<sup>2</sup>

### **Assets and Liabilities**

#### *Assets*

6. The material assets of UECT include its accounts receivable, unbilled work-in-process, inventory and vehicles and equipment. There are no material assets owned by either Greensaver or Housemaster.<sup>3</sup>

7. With respect to UECT’s accounts receivable, the largest amount owing was from a material client of UECT’s (the “**Material Client**”), from which the Receiver collected less than half of the outstanding amount owed. The Receiver also collected approximately \$230,000 from UECT’s other former clients. The Receiver settled with the Material Client and Enbridge Gas Inc. each of their unbilled work-in-process. The Receiver concluded that the remaining accounts receivable were uncollectible and not cost-effective to pursue.<sup>4</sup>

8. UECT's inventory was appraised at a gross forced liquidation value of \$201,985. The inventory was sold by the Receiver for gross proceeds of \$151,987, net of amounts

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<sup>2</sup> First Report, paras 10-12.

<sup>3</sup> First Report, paras 15-16.

<sup>4</sup> First Report, paras 17-21.

paid to Distributor's Choice Inc. in satisfaction of its lien under the *Repair Storage and Liens Act*, RSO 1990, c R.25, for unpaid rent.<sup>5</sup>

9. The vehicles and equipment owed by UECT was appraised at a gross forced liquidation value of \$129,300 and was sold at public auction in January 2023 for gross proceeds of \$298,386. For leased or financed vehicles and equipment, where claims were properly perfected and no equity remained in the asset, the Receiver released its interest in the asset to the respective secured creditor.<sup>6</sup>

#### *Secured and Unsecured Liabilities*

10. The Toronto-Dominion Bank ("**TD Bank**") is UECT's senior secured creditor, owed approximately \$2,819,814 million as of February 2025. The Receiver's independent legal counsel has opined that TD Bank's security is valid and enforceable.<sup>7</sup>

11. Several other creditors had registered financing statements and held security interests in UECT's vehicles and equipment. The Receiver assessed each asset for equity and either sold it at auction or released it to the respective secured creditor.<sup>8</sup>

12. UECT has numerous unsecured creditors. The Receiver is not aware of any unsecured creditors for Greensaver or Housemaster.<sup>9</sup>

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<sup>5</sup> First Report, paras 22-24.

<sup>6</sup> First Report, paras 25-27.

<sup>7</sup> First Report, paras 32-33.

<sup>8</sup> First Report, paras 34-35.

<sup>9</sup> First Report, paras 41-42.

*Canada Revenue Agency*

13. The Canada Revenue Agency holds a deemed trust claim of approximately \$59,618 for unpaid HST (the “**CRA Deemed Trust**”). No amounts are owed for source deductions, and neither Greensaver nor Housemaster owes any amounts to CRA.<sup>10</sup>

*Service Canada*

14. The Receiver received a subrogated claim from Service Canada in the amount of \$291,007.05 for unpaid wages under the Wage Earner Protection Program.<sup>11</sup>

**Distribution**

15. The Receiver proposes to make the following Final Distributions:

- (a) CRA Deemed Trust in the amount of \$59,618.35;
- (b) Service Canada in the amount of \$291,007.05 in accordance with section 81.4 of the *Bankruptcy and Insolvency Act*, RSC, 1985, c B-3 (“**BIA**”); and
- (c) The balance to TD Bank in respect of its secured claim against the Companies’ property. TD Bank will suffer a significant shortfall with respect to the repayment of its secured indebtedness.<sup>12</sup>

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<sup>10</sup> First Report, paras 37-39.

<sup>11</sup> First Report, para 40.

<sup>12</sup> First Report, para 64.

### **Receiver's Activities**

16. The Receiver's activities since the Appointment Order have included, *inter alia*:
- (a) obtaining access to the Premises and transferring possession of the Premises back to the Landlord;
  - (b) arranging for continuation of insurance coverage while the Receiver was in possession and control of the Premises;
  - (c) securing and maintaining the Companies' electronic data;
  - (d) communicating with customers regarding payment of accounts receivable;
  - (e) obtaining an appraisal of the Companies' inventory, vehicles and equipment from Danbury Global Ltd.; and
  - (f) selling certain of the Companies' inventory, vehicles and equipment.<sup>13</sup>

### **Professional Fees and Disbursements**

17. The fees and disbursements of AGI, in its capacity as Receiver, for the period ended December 31, 2025, amounts to \$417,382.45 inclusive of applicable taxes, as detailed in the First Report.<sup>14</sup>

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<sup>13</sup> First Report, para 14(a) to (hh).

<sup>14</sup> First Report, para 54 and Appendix "F" thereto.

18. The Receiver initially retained Aird and Berlis LLP (“**A&B**”) as its counsel. The fees and disbursements of A&B for the period between January 12, 2022 and November 30, 2022 amounts to \$32,577.62, inclusive of HST.<sup>15</sup>

19. The Receiver then retained Minden Gross LLP (“**Minden Gross**”) as its counsel. The fees and disbursements of Minden Gross for the period between December 8, 2022 and December 13, 2023 amounts to \$55,570.78, inclusive of HST.<sup>16</sup>

20. The lawyer responsible for the matter at Minden Gross, Rachel Moses, moved her practice to Fogler, Rubinoff LLP (“**Fogler**”). The fees and disbursements of Fogler, as counsel for the Receiver, for the period between January 18, 2024 and April 21, 2025 amounts to \$24,565.64, inclusive of HST.<sup>17</sup>

21. Rachel Moses eventually moved her practice to Gowling WLG (Canada) LLP (“**Gowling**”). The fees and disbursements of Gowling, as counsel for the Receiver, for the period between April 29, 2025 and December 24, 2025 amounts to \$20,352.43, inclusive of HST.<sup>18</sup>

22. The Receiver and its counsel estimate that they will each incur Estimated Fee Accruals of \$70,625 for the completion of the receivership, including for storage and administrative disbursements.<sup>19</sup>

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<sup>15</sup> First Report, para 58 and Appendix “G” to the First Report, Affidavit of Kyle Plunkett sworn August 20, 2025.

<sup>16</sup> First Report, para 59 and Appendix “H” to the First Report, Affidavit of Rachel Moses sworn January 27, 2026.

<sup>17</sup> First Report, para 60 and Appendix “H” to the First Report, Affidavit of Rachel Moses sworn January 27, 2026.

<sup>18</sup> First Report, para 61 and Appendix “H” to the First Report, Affidavit of Rachel Moses sworn January 27, 2026.

<sup>19</sup> First Report, paras 63 and Appendix “D” to the First Report, Final SRD.

23. It is the position of the Receiver that such fees and disbursements as set out above are reasonable and necessary and should be approved by this Honourable Court.<sup>20</sup>

### **Discharge**

24. The Receiver has fulfilled its statutory duties as well as those duties set out in the Appointment Order.

25. Following the payment of the professional fees above and the resolution of the Remaining Activities, as detailed in the First Report, the Receiver will have completed the administration of the estate of the Companies, and as such, requests its discharge, following the filing of the Receiver's Certificate of Discharge.

### **PART III - STATEMENT OF ISSUES, LAW & AUTHORITIES**

26. The sole issue to be addressed in this motion is whether the Court should grant the Discharge Order.

### **The Receiver's Activities Should be Approved**

27. The Receiver's activities in these proceedings have been undertaken in furtherance of the Receiver's duties and are consistent with the Receiver's powers, as set out in the Appointment Order. The Receiver has acted reasonably and in the best interests of the Companies' stakeholders, and this Court has the inherent jurisdiction to approve such activities.<sup>21</sup>

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<sup>20</sup> First Report, paras 62-63.

<sup>21</sup> *Bank of America Canada v Willann Investments Ltd* (1993) 20 C.B.R. (3d) 223 (ONSC), at paras 3 and 4, as referenced in the Receiver's Book of Authorities at Tab 1.

28. All of the Receiver's activities were necessary to ensure that the proceedings were as orderly, effective and fair to all stakeholders as possible.

29. The Receiver therefore respectfully submits that the First Report and the Receiver's activities to date as set out therein, should be approved by this Court.

**The Fees and Disbursements of the Receiver and the Receiver's Counsel Should be Approved**

30. The Receiver respectfully submits that the fees and disbursements of the Receiver and the Receiver's counsel, as detailed in the First Report, should be approved.

31. In determining whether to approve the fees of a receiver and its counsel, the Court should consider whether the remunerations and disbursements incurred in carrying out the receivership were fair and reasonable and take into consideration the following factors, which constitute a useful guideline, but are not exhaustive:

- (a) the nature, extent and value of the assets;
- (b) the complications and difficulties encountered;
- (c) the degree of assistance provided by the debtor;
- (d) the time spent;
- (e) the receiver's knowledge, experience and skill;
- (f) the diligence and thoroughness displayed;
- (g) the responsibilities assumed;

- (h) the results of the receiver's efforts; and,
- (i) the cost of comparable services when performed in a prudent and economical manner.<sup>22</sup>

32. It is the Receiver's view that it and its counsel's fees and disbursements were incurred at the respective party's standard rates and charges, and are fair, reasonable and justified in the circumstances. The fees of the Receiver and Receiver's counsel are within an appropriate range for insolvency services of this nature rendered by other firms in the Greater Toronto Area. Further, the fees and disbursements sought accurately reflect the work done by the Receiver and by its counsel in connection with the receivership.

### **The Proposed Distribution is Fair and Reasonable**

33. The Receiver is seeking authorization and direction to make the Final Distributions as described in the First Report.

34. The amount owing to the Canada Revenue Agency ranks as a priority claim above all other creditors. The amount owing to Service Canada ranks as a priority above all other creditors, with the exception of the Canada Revenue Agency in respect of the CRA Deemed Trust. The balance of the funds will be distributed to TD Bank, which is UECT's senior secured creditor and holds valid and enforceable security interest in the personal property of UECT.

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<sup>22</sup> [Bank of Nova Scotia v Diemer, 2014 ONCA 851 \(CanLII\)](#), at paras 33 and 45.

**The Discharge of the Receiver and the Release of the Receiver Should be Approved**

35. The Receiver seeks to be discharged as the Receiver in these proceedings and to be released from any and all liability that it now has or may hereafter have by reason of, or in any way arising out of, the act or omissions of the Receiver while acting in its capacity as Receiver, save and except for any gross negligence or wilful misconduct on the part of the Receiver.

36. This Court has inherent jurisdiction to discharge a Court-appointed receiver upon the completion of its mandate.<sup>23</sup>

37. The Receiver submits that it is appropriate to grant a release in its favour. In *Pinnacle v Kraus*, this Court granted an Order discharging and releasing a court-appointed receiver. In doing so, the Court noted that such a release is expressly contemplated by the Commercial List Model Discharge Order and, in the absence of improper or negligent conduct on the part of the Receiver, such releases should be granted.<sup>24</sup>

38. After the completion of the Receiver's Remaining Activities, as set out in the First Report, and any other residual and/or administrative matters, the Receiver will have substantially completed its mandate as contemplated by the Appointment Order and the BIA, and respectfully submits that it is appropriate to discharge the Receiver upon the filing of the Receiver's Certificate of Discharge. Approving the Receiver's discharge

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<sup>23</sup> BIA, RSC, 1985, c B-3, s 183(1). See also [Ed Mirvish Enterprises Ltd v Stinson Hospitality Inc.](#) (2009), OJ No. 4265 at [paras 8-9](#).

<sup>24</sup> [Pinnacle v Kraus, 2012 ONSC 6376](#) at [para 47](#).

following the filing of the Receiver's Certificate of Discharge prevents the need for a subsequent Court attendance.

**PART IV - ORDER REQUESTED**

39. The Receiver requests the relief as set forth in the Notice of Motion and the Discharge Order.

**ALL OF WHICH IS RESPECTFULLY SUBMITTED** this 4<sup>th</sup> day of February, 2026.



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**Namya Tandon**

**GOWLING WLG (CANADA) LLP**  
Suite 1600, 1 First Canadian Place  
100 King Street West  
Toronto ON M5X 1G5 Canada

**Rachel Moses (LSO# 42081V)**  
[rachel.moses@gowlingwlg.com](mailto:rachel.moses@gowlingwlg.com)  
Tel: 416-862-3630

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Tel: 416-369-7256

**Namya Tandon (LSO# 93814R)**  
[namya.tandon@gowlingwlg.com](mailto:namya.tandon@gowlingwlg.com)  
Tel: 416-369-7262

Lawyers for the court-appointed Receiver,  
Albert Gelman Inc.

**SCHEDULE "A"**

**LIST OF AUTHORITIES**

1. *Bank of America Canada v Willann Investments Ltd.*, (1993) 20 C.B.R. (3d) 223 (ONSC)
2. [\*Bank of Nova Scotia v Diemer\*, 2014 ONCA 851 \(CanLII\)](#)
3. [\*Ed Mirvish Enterprises Ltd v Stinson Hospitality Inc.\* \(2009\), OJ No. 4265](#)
4. [\*Pinnacle v Kraus\*, 2012 ONSC 6376](#)

**SCHEDULE “B”**

**TEXT OF STATUTES, REGULATIONS & BY - LAWS**

**Bankruptcy and Insolvency Act, RSC, 1985, c B-3**

**PART IV - PROPERTY OF THE BANKRUPT**

***General Provisions***

**Security for unpaid wages, etc. — receivership**

81.4 (1) The claim of a clerk, servant, travelling salesperson, labourer or worker who is owed wages, salaries, commissions or compensation by a person who is subject to a receivership for services rendered during the six months before the first day on which there was a receiver in relation to the person is secured, as of that day, to the extent of \$2,000 — less any amount paid for those services by a receiver or trustee — by security on the person’s current assets that are in the possession or under the control of the receiver.

**Commissions**

(2) For the purposes of subsection (1), commissions payable when goods are shipped, delivered or paid for, if shipped, delivered or paid for during the six-month period referred to in that subsection, are deemed to have been earned in those six months.

**Security for disbursements**

(3) The claim of a travelling salesperson who is owed money by a person who is subject to a receivership for disbursements properly incurred in and about the person’s business during the six months before the first day on which there was a receiver in relation to the person is secured, as of that day, to the extent of \$1,000 — less any amount paid for those disbursements by a receiver or trustee — by security on the person’s current assets that are in the possession or under the control of the receiver.

**Rank of security**

(4) A security under this section ranks above every other claim, right, charge or security against the person’s current assets — regardless of when that other claim, right, charge or security arose — except rights under sections 81.1 and 81.2.

**Liability of receiver**

(5) If the receiver takes possession or in any way disposes of current assets covered by the security, the receiver is liable for the claim of the clerk, servant, travelling salesperson, labourer or worker to the extent of the amount realized on the disposition of the current assets and is subrogated in and to all rights of the clerk, servant, travelling salesperson, labourer or worker in respect of the amounts paid to that person by the receiver.

### **Claims of officers and directors**

(6) No officer or director of the person who is subject to a receivership is entitled to have a claim secured under this section.

### **Non-arm's length**

(7) A person who, in respect of a transaction, was not dealing at arm's length with a person who is subject to a receivership is not entitled to have a claim arising from that transaction secured by this section unless, in the opinion of the receiver, having regard to the circumstances — including the remuneration for, the terms and conditions of and the duration, nature and importance of the services rendered — it is reasonable to conclude that they would have entered into a substantially similar transaction if they had been dealing with each other at arm's length.

### **Proof by delivery**

(8) A claim referred to in this section is proved by delivering to the receiver a proof of claim in the prescribed form.

### **Definitions**

(9) The following definitions apply in this section.

compensation includes vacation pay but does not include termination or severance pay.

person who is subject to a receivership means a person any of whose property is in the possession or under the control of a receiver.

receiver means a receiver within the meaning of subsection 243(2) or an interim receiver appointed under subsection 46(1), 47(1) or 47.1(1).

## **PART VII - COURTS AND PROCEDURE**

### ***Jurisdiction of Courts***

#### **Courts vested with jurisdiction**

183 (1) The following courts are invested with such jurisdiction at law and in equity as will enable them to exercise original, auxiliary and ancillary jurisdiction in bankruptcy and in other proceedings authorized by this Act during their respective terms, as they are now, or may be hereafter, held, and in vacation and in chambers:

(a) in the Province of Ontario, the Superior Court of Justice;

(b) [Repealed, 2001, c. 4, s. 33]

(c) in the Provinces of Nova Scotia and British Columbia, the Supreme Court;

(d) in the Provinces of New Brunswick and Alberta, the Court of Queen's Bench;

(e) in the Province of Prince Edward Island, the Supreme Court of the Province;

(f) in the Provinces of Manitoba and Saskatchewan, the Court of Queen's Bench;

(g) in the Province of Newfoundland and Labrador, the Trial Division of the Supreme Court; and

(h) in Yukon, the Supreme Court of Yukon, in the Northwest Territories, the Supreme Court of the Northwest Territories, and in Nunavut, the Nunavut Court of Justice.

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Proceeding commenced at Toronto

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**FACTUM**

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**GOWLING WLG (CANADA) LLP**  
Suite 1600, 1 First Canadian Place  
100 King Street West  
Toronto ON M5X 1G5 Canada

**Rachel Moses (LSO# 42081V)**  
[rachel.moses@gowlingwlq.com](mailto:rachel.moses@gowlingwlq.com)  
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Lawyers for the court-appointed Receiver, Albert  
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