

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

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

**2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
1000162801 ONTARIO CORP., AMERICAN CORPORATION
and 1000199992 ONTARIO CORP.**

Respondents

IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS
AMENDED

AIDE MEMOIRE OF THE RECEIVER (RULE 15 MOTION)

March 17, 2026

Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West, 35th Floor
Toronto ON M5V 3H1
Tel: 416.646.4300
Fax: 416.646.4301

Jeffrey Larry (LSO# 44608D)
Tel: 416.646-4330
jeff.larry@paliareroland.com

Kartiga Thavaraj (LSO# 75291D)
Tel: 416.646.6317
kartiga.thavaraj@paliareroland.com

Ryan Shah (LSO# 88250C)
Tel: 416.646-6356
ryan.shah@paliareroland.com

Lawyers for the Receiver, Albert Gelman Inc.

TO: Service List

A. Background

1. On December 21, 2023, Albert Gelman Inc. was appointed the receiver and manager (in such capacity, the “**Receiver**”) of 2011836 Ontario Corp. (“**201**”) and Jefferson Properties Limited Partnership (“**JPLP**” and, together with 201, the “**Debtors**”).
2. The Debtors are the developers on a 96-unit (such units being the “**Units**”) residential real estate development (the “**Project**”) in Richmond Hill, Ontario.
3. The Receiver has prepared this aide memoire in response to Fansey Wang’s (“**Fansey**”) proposed motion for leave to represent the Debtors.
4. The Receiver opposes Fansey’s motion.
5. Fansey is the principal of the Debtors and a non-lawyer. Fansey has a history of commencing frivolous motions and taking frivolous positions in this proceeding – all of which have harmed the Debtors’ stakeholders. Fansey is also subject to two unpaid cost orders in the amount of \$18,478.22 in favour of the Receiver.
6. The Court should not condone Fansey’s conduct in this proceeding by granting him leave to represent the Debtors.
7. The Court should dismiss Fansey’s motion and grant the Receiver its costs of responding to this motion. Alternatively, the Court should adjourn this motion to be heard in conjunction with the Receiver’s motion for an Order declaring that Fansey is a vexatious litigant, which motion the Receiver anticipates serving in approximately two weeks.

B. History of frivolous and vexatious litigation

8. The Receiver notes that, throughout this proceeding, Fanseay has participated in a frivolous and vexatious manner, frequently seeking to re-litigate matters that have already been decided by a final Order of the Court. This conduct includes the following:

- (a) On April 23, 2025, Fanseay sought and obtained an adjournment of the Receiver's motion to increase the limit of its Borrowing Charge under its Appointment Order. Fanseay then opposed the Receiver's motion in a hearing on May 2, 2025, seeking to raise a number of issues that were *res judicata*. Fanseay's objections were dismissed by Justice Steele, who noted that Fanseay's position was a collateral attack on prior Court Orders, and the Receiver's motion was granted;¹
- (b) On June 26, 2025, Fanseay sought and obtained an adjournment of the Receiver's motion for certain relief arising from Fanseay's refusal to consent to the creation of the condominiums for the Project on behalf of his corporation (which has a mortgage charge on the Project), Dragon Holding Global Real Estate Funds SPC. Despite having been granted this adjournment, Fanseay simply did not attend the return of this motion on July 4, 2025, where the Court made the Order requested by the Receiver;²
- (c) On October 23, 2025, Justice Kimmel heard a motion by the Receiver for approval of a sales process for the Units and a cross motion by Fanseay

¹ Endorsement of Justice Steele, May 2, 2025 at para. 3, Brief of Documents of the Receiver ("BD"), Tab 1, p. 3 ([E20352](#)).

² See Endorsement of Justice Steele, June 26, 2025, BD, Tab 2, p. 10 ([E20359](#)) and Endorsement of Justice Steele, July 4, 2025, BD, Tab 3, p. 15 ([E20364](#)).

for, among other things, a direction that the Units be sold on a bulk/*en bloc* basis and the appointment of an “independent sales monitor” to supervise the same. On November 28, 2025, Justice Kimmel granted the Receiver’s motion in part (with certain relief being adjourned) and dismissed Fansway’s cross motion;³

- (d) On December 19, 2025, the Court heard the Receiver’s motion for two approval and vesting orders in respect of Units and amendments to the Receiver’s appointment order (the “**Appointment Order**”) that would enable the Receiver to obtain vesting orders for Units without attending at Court for a motion hearing, so long as the agreements met a minimum price threshold and were in a standard form. Fansway sought an adjournment of the motion, which request was rejected by Justice Dietrich. Justice Dietrich granted the Order (the “**PTAO**”) sought by the Receiver;⁴
- (e) On December 30, 2025, Fansway purported to appeal the PTAO to the Court of Appeal for Ontario. The Receiver brought a motion seeking an Order declaring that Fansway did not have a right to bring this appeal under the *Bankruptcy and Insolvency Act*. Fansway brought a motion seeking a declaration that he did have a right to appeal the PTAO or, alternatively, leave to appeal. On February 4, 2026, Justice Favreau granted the Receiver’s motion and dismissed Fansway’s motion, noting that Fansway’s

³ Endorsement of Justice Kimmel, November 28, 2025 at paras. 60-1, BD, Tab 4, p. 30 ([E20379](#)).

⁴ See Endorsement of Justice J. Dietrich, December 19, 2025, BD, Tab 5, p. 33 ([E20382](#)).

proposed appeal “appears to be a collateral attack on earlier court orders.”⁵ Justice Favreau awarded the Receiver costs against Fanshey in the amount of \$13,500;

- (f) On January 28, 2026, the Court heard a motion by the Receiver for approval and vesting orders in respect of pre-receivership agreements to purchase Units. Fanshey initially sought an adjournment of this motion, even though Fanshey had previously supported such agreements. During the hearing, Fanshey conceded that he supported the agreements.⁶ Subsequently, Justice Conway awarded the Receiver costs of \$4,978.22 as against Fanshey in connection with this motion;⁷
- (g) On February 11, 2026, Fanshey sought to schedule a motion for directions concerning future Unit sales in a case conference before Justice Conway. Justice Conway refused to schedule this motion, holding that: “this court has clearly dealt with the sale process for the units and the parameters and requirements the Receiver must follow”;⁸ and
- (h) On February 24, 2026, Fanshey brought a motion seeking leave to commence an action against the Receiver.⁹ Fanshey’s factum in connection with this motion again seeks to re-litigate issues that have been decided by the Court, and which Fanshey has sought re-litigate many times in the past.

⁵ *Cameron Stephens Mortgage Capital Ltd. v. 2011836 Ontario Corp.*, [2026 ONCA 77](#) at [para. 30\(b\)](#).

⁶ Endorsement of Justice Conway, January 28 at paras. 3, 6, 2026, BD, Tab 8, p. 166 ([E20515](#)).

⁷ Endorsement of Justice Conway, March 9, 2026 at para. 10, BD, Tab 10, p. 174 ([E20523](#)).

⁸ See Endorsement of Justice Conway, February 11, 2026, BD, Tab 9, p. 169 ([E20518](#)).

⁹ See Notice of Motion of Fanshey Wang, February 24, 2026, BD, Tab 11, p. 176 ([E20525](#)).

These include Fanshey's objections to the following conduct by the Receiver, all of which have previously been addressed and rejected by the Court:

- (i) The Receiver's disclaimer of certain agreements to purchase Units;¹⁰
- (ii) The Receiver's termination of certain construction trades;¹¹
- (iii) The Receiver's rejection of financing and operations proposals made by Fanshey;¹² and
- (iv) The Receiver's efforts to market and sell the Units.¹³

9. As set out above, Fanshey has demonstrated repeated disregard for the finality of Orders made by this Court.

C. Unpaid costs orders

10. The Court has made two costs orders against Fanshey in favour of the Receiver:
- (a) On February 4, 2026, Justice Favreau awarded the Receiver costs in the amount of \$13,500, which were payable immediately;¹⁴ and
 - (b) On March 9, 2026, Justice Conway awarded the Receiver costs in the amount of \$4,978.22, which are payable within 30 days of that order.¹⁵

¹⁰ Factum of Fanshey Wang, February 24, 2026 ("**Fanshey Factum**"), at para. 15(d), BD, Tab 12, p. 192 ([E20541](#)).

¹¹ Fanshey Factum at paras. 15(b) and (c), BD, Tab 12, pp. 190-1 ([E20539](#)).

¹² Fanshey Factum at para. 15(e), BD, Tab 12, p. 193 ([E20542](#)).

¹³ Fanshey Factum at para. 15(g), BD, Tab 12, p. 195 ([E20544](#)).

¹⁴ *Cameron Stephens Mortgage Capital Ltd. v. 2011836 Ontario Corp.*, [2026 ONCA 77](#) at [para. 32](#).

¹⁵ Endorsement of Justice Conway, March 9, 2026 at para. 10, BD, Tab 10, p. 174 ([E20523](#)).

11. Neither cost award has been paid to the Receiver by Fanseay.

D. Disclosure of confidential information

12. As set out in greater detail in the Third and Fourth Supplements to the Sixth Report of the Receiver dated January 8, 2026¹⁶ and January 15, 2026,¹⁷ respectively, in January 2026, Fanseay disseminated the Target Price List (which document contains sensitive financial information concerning the Units) to the Service List for this proceeding, in breach of a non-disclosure agreement entered into between Fanseay and the Receiver.

E. Fictitious legal citations

13. Fanseay has cited authorities in materials filed in Court which do not exist, apparently as a result of Fanseay's use of artificial intelligence ("AI") applications to generate his materials.

14. This is a contravention of the provincial practice direction¹⁸ requiring litigants and counsel to verify the authenticity of materials filed in a Court proceeding and ensure that they do not include fictitious authorities generated by AI.

15. In his materials in connection with the Sales Process Motion, Fanseay mischaracterized a case to support the proposition that the Court has endorsed "court-supervised bulk-sale marketing as the proper safeguard where piecemeal sales risk

¹⁶ See Third Supplement to the Sixth Report of the Receiver dated January 8, 2026 at paras. 11-16, BD, Tab 6, pp. 44-5 ([E20393](#)).

¹⁷ See Fourth Supplement to the Sixth Report of the Receiver dated January 15, 2026 at paras. 6-10, BD, Tab 7, pp. 141-2 ([E20490](#)).

¹⁸ [Consolidated Civil Provincial Practice Direction, March 17, 2025](#) at [Part J\(12\)](#).

diminishing total value”, which finding Justice Kimmel noted was not present in the cited decision.¹⁹

16. Additionally, in the December 1, 2025 decision of this Court adjudging Fanseay bankrupt (which decision the Receiver understands is under appeal), Justice Kimmel noted as follows:

None of the cited styles of cause for the above referenced cases listed by [Fanseay] could be found on CanLII and the neutral citations provided are all to other cases with different names dealing with issues unrelated the points that [Fanseay] has cited the case for. This was only discovered by the court during the review and consideration of the cases cited by [Fanseay] after the hearing. It would appear that [Fanseay] may have used Artificial Intelligence (“AI”) to assist in his legal research. That is the most plausible explanation for how he could have referred to so many authorities that cannot be verified.²⁰

F. This Court should not grant Fanseay leave to represent the Debtors

17. This Court has recognized a number of factors relevant to determining whether a non-lawyer should be granted leave to represent a corporation. Of relevance to Fanseay’s motion are:

- (a) Whether the interests of shareholders, officers, directors, employees, creditors and other potential stakeholders are adequately protected by the granting of leave; and
- (b) Whether the proposed representative is reasonably capable of comprehending the issues in the litigation and advocating on behalf of the corporation. The Court should not impose too high a threshold at this stage, given that the courts abound with self-represented litigants of varying skills. The proposed representative should, however, be reasonably capable of

¹⁹ Endorsement of Justice Kimmel, November 28, 2025 at para. 28, BD, Tab 4, p. 27 ([E20376](#)).

²⁰ *Wang, Fengxi (Re)*, [2025 ONSC 6707](#) at [para. 36](#).

comprehending the issues and articulating the case on behalf of the corporation.²¹

18. Fanseday is not reasonably capable of comprehending the issues in this proceeding and his representation of the corporations would be contrary to the interests of the Debtors' stakeholders for the following reasons:

- (a) As noted above, Fanseday has repeatedly demonstrated his disregard for the finality of Court orders and continues to take positions which are collateral attacks on prior determinations made by this Court. Fanseday either does not understand that orders made by this Court are final or has decided that he does not intend to accept this finality. In either event, Fanseday is not an appropriate representative of the Debtors;
- (b) Fanseday is subject to two outstanding costs awards. This is relevant for two reasons:
 - (i) Fanseday should not be permitted standing to participate in this proceeding while simultaneously failing to comply with these orders;²² and
 - (ii) Granting leave to Fanseday to represent the Debtors would assist Fanseday in seeking to avoid personal liability for future costs awards

²¹ *MEIKLE v. AREZ COUTURE INC. et al.*, [2022 ONSC 4306](#) at [para. 9](#) citing *Extend-A-Call Inc. v. Dmitri Granovski et al.*, [2009 CanLII 33047](#) at [para. 19](#).

²² See *Proex Logistics Inc. (Re)*, [2025 ONCA 832](#) at [paras 71-74](#).

– shifting the burden of his frivolous litigation tactics onto the Debtors’ stakeholders; and

(c) Fansey has a history of failing to comply with the Court’s rules concerning verifying the authenticity of authorities he files and has repeatedly breached his obligations under the NDA.

19. Put simply, Fansey has repeatedly demonstrated through his conduct that he cannot be relied upon to be a responsible participant in the civil justice system. The Court should not condone such conduct by granting the Order Fansey now seeks.

20. Additionally, and in any event, it is the Receiver that has the right to commence and continue proceedings in the name of the Debtors, to the exclusion of other persons.²³

21. The Court should dismiss Fansey’s motion and award the Receiver its costs of responding to this motion.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 17th day of March, 2026.



Ryan Shah

²³ See Order of Justice Cavanagh, December 21, 2023 at para. 3(h) ([E20567](#)).

**CAMERON STEPHENS MORTGAGE
CAPITAL LTD.**

Applicant

and **2011836 ONTARIO CORP., et al.**

Respondents

Court File No. CV-23-00710795-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 243(1) OF
THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED AND
SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c.
C.43, AS AMENDED**
Proceeding commenced at Toronto

**AIDE MEMOIRE OF THE RECEIVER (RULE 15
MOTION)**

Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West, 35th Floor
Toronto ON M5V 3H1
Tel: 416.646.4300
Fax: 416.646.4301

Jeffrey Larry (LSO# 44608D)
Tel: 416.646-4330
jeff.larry@paliareroland.com

Kartiga Thavaraj (LSO# 75291D)
Tel: 416.646.6317
kartiga.thavaraj@paliareroland.com

Ryan Shah (LSO# 88250C)
Tel: 416.646-6356
ryan.shah@paliareroland.com
**Lawyers for the Receiver, Albert Gelman
Inc.**