SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

COUNSEL SLIP / ENDORSEMENT

COURT FILE NO.: **CL-26-00000124-0000** **DATE:** **June 29, 2026**

REGISTRAR: Shani Wallace

NO. ON LIST: **2**

TITLE OF PROCEEDING: ALTERNA SAVINGS AND CREDIT UNION LIMITED v. BAIOCCHI VENTURES INC.

APPLICATION UNDER Section 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

BEFORE: JUSTICE FL MYERS

PARTICIPANT INFORMATION

For Plaintiff, Applicant / Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Matthew Cressatti	ALTERNA SAVINGS AND CREDIT UNION LIMITED	mcressatti@millerthomson.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Miranda Spence	Holloway Trading Corporation	mspence@airdberlis.com
Yeganeh Baiocchi	Self-represented guarantor	yegbrr@gmail.com

ENDORSEMENT OF JUSTICE FL MYERS:

1. Alterna applies for the appointment of a receiver over the property, assets, and undertaking of the Respondent Baiocchi Ventures Inc. .

2. Yeganeh Baiocchi attended today in person. She is a guarantor of Alterna's debt. She also lives in a house in that is owned by Baiocchi Ventures Inc. on Maynard Street, in Orono.

3. Alterna did not know that the Respondent borrower owned a house in Orono. The first mortgagee on that property is Holloway Trading Company. It is enforcing its mortgage against the house in other proceedings. Ms. Baiocchi is also a guarantor of Holloway's debt.

4. Ms. Baiocchi seeks an adjournment to retain counsel to help her respond on her guarantees and to ensure that the Receiver appointed today does not evict her from her home precipitously.

5. I decline to adjourn the motion today. Ms. Baiocchi's guarantee is not part of this proceeding. Moreover, I can deal with her concern about possession of the house readily below.

6. Alterna loaned $10 million to Baiocchi Ventures Inc. To secure its obligation to repay the loan, the borrower granted Alterna a full security package including a second ranking mortgage over its land in Toronto. It also granted other security under the *PPSA*. The owner of the borrower, Mr. Baiocchi, guaranteed the payment of the debt by his company. so too did Ms. Baiocchi.

7. The borrower stopped making payments to Alterna on its loan last October. Several months previously, the principal tenant of the borrower's property was itself subject to receivership and then bankruptcy. The sole director and the operating mind of the tenant was also Mr. Baiocchi.

8. Alterna made demand under its loan and security agreements. The borrower's lawyer responded and stated in writing that the borrower would not peaceably allow the lender to take possession of the mortgaged property.

9. The borrower's debt stands at $9,851,369 as at January 28, 2026 plus *per diem* interest of $1,654 and costs of enforcement. The security documents entitle Alterna to appoint a receiver over the collateral including the land.

10. Holloway supports the receivership as well. Its debt and mortgage are not in dispute in its other proceedings. There is an issue about the quantum of permissible fees. The guarantees are under challenge as well.

11. As Alterna did not know about the Maynard Street land, it has not served all subsequent encumbrancers on that property. But, both Holloway and the third mortgagee group on Maynard Street have subsequent encumbrances on the Toronto property too. So they were served by the Applicant. The second mortgagee on Maynard Street has not been served. If it has a concern, it should consider its entitlement to come back quickly under Rule 37.14 of the *Rules of Civil Procedure*.

12. Ms. Baiocchi advises that she has known of the Toronto issues for some time. But she did not realize that the receivership would reach the Maynard Street property. But since that property is owned by the same debtor, it is within the purview of the receivership encompassing all "property, assets, and undertaking of the debtor." Alterna holds personal property security under the *PPSA* that reaches all property of the debtor beyond the realty secured in the mortgages.

13. I discussed recently the legal tests applicable to an application or a motion to appoint a receiver in *1943391 Ontario Ltd. v. Biosenta Inc.*, 2026 ONSC 3042. In para. 64 of that decision, I noted that a paradigm case for the appointment of a receiver by the court occurs when a debtor refuses to allow a privately appointed receiver to take possession of the collateral despite the security documents provided for the appointment of a receiver in case of default.

14. In this case, the paradigm fact situation exists. The creditor calls on the court to assist in enforcing a remedy to which the borrower agreed. The court generally is prepared to assist in such cases to avoid a breach of the peace and to keep the parties to their bargain. No irreparable harm need be shown.

15. There is a large commercial space to be managed. The borrower cannot afford to do so. There is also a bankruptcy of the related party tenant. The rights and obligations flowing between the two insolvent companies need careful management. There is also another property on which Holloway says it holds security. All the properties need preservation, protection, and realization of proceeds in the interest of stakeholders.

16. In all, this is a case in which it is just and convenient to appoint a receiver for the reasons discussed by Blair J. (as he then was) in *Bank of Nova Scotia v. Freure Village of Clair Creek*, 1996 CanLII 8258 (ON CTGD)., and *Biosenta*, at paras. 65 to 68.

17. Ms. Spence for Holloway agreed that her client was not looking to take possession of the Maynard Street property immediately. She correctly notes that under the standard language of para. 2 (a) of the Commercial List Template Receivership Order, the Receiver has the right to take possession of all property of the debtor. So, even if Holloway had not shown up here and told Alterna about the Maynard Street property, the Receiver still would have the right to take immediate possession of it once it learned of the property.

18. I know nothing about the equities as between the debtor and Ms. Baiocchi. Ms. Spence and Mr. Cressatti did not oppose my suggestion that the order be made subject to a term requiring that the Receiver is not to take possession of the Maynard Street property except with the agreement of Ms. Baiocchi or an order of the court obtained on notice to her.

19. Ms. Baiocchi asked if this gave her the 90 days to leave that she expects on a private sale of her house. I explained that the Commercial List tends to work in matters of a few weeks and not three months. There also is no right to 90 days before a closing on a private sale of real estate. The closing date can be subject to negotiation just as the eviction date can be negotiated here.

20. I also explained to Ms. Baiocchi that on the appointment of the Receiver, the debtor has lost the ability to sell the Maynard Street property. Only the Receiver can market it and sell it now. Mind you, the Receiver may well be interested in looking at the status of the current listing. It will probably also want to ensure that it can have access to the property for showings and vacant possession before closing. Thise are all things that can be negotiated or brought before the court if necessary.

21. Order to go ask asked, with the addition of the Maynard Street property recognition sought by Ms. Spence and the order protecting Ms. Baiocchi's possession of that property for the time being as set out above.

FL Myers J.

Justice FL Myers Digitally signed by Justice FL Myers
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