

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

TL CLASSIC HOLDINGS INC.

Applicant

and

**VICTORIA STRONG MANUFACTURING CORP., 16564445 CANADA INC.,
MERIDIAN ONECAP CREDIT CORP., CWB NATIONAL LEASING INC., METRIE
CANADA LTD/METRIE CANADA LTEE, MITSUBISHI HC CAPITAL CANADA
LEASING, INC., MERCEDES-BENZ FINANCIAL, MERCEDES-BENZ FINANCIAL
SERVICES CANADA CORPORATION, BUDUCHNIST CREDIT UNION LTD.,
ROYAL BANK OF CANADA, THE BANK OF NOVA SCOTIA, S BEND WELDING
INC. AND BUSINESS DEVELOPMENT BANK OF CANADA**

Respondents

***APPLICATION UNDER RULE 43 OF THE RULES OF CIVIL PROCEDURE, R.R.O.
1990, REG. 194 AND SECTION 67(1) OF THE PERSONAL PROPERTY SECURITY ACT,
R.R.O. 1990, c. P.10, AS AMENDED, AND SECTION 101 OF THE COURTS OF JUSTICE
ACT, R.S.O. 1990, c. C.43, AS AMENDED***

FACTUM OF THE APPLICANT

January 30, 2026

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TO: SERVICE LIST

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PART I - OVERVIEW

1. The applicant, TL Classic Holdings Inc. (the “**Applicant**” or “**TL Classic**”) brings this application for the appointment of Grant Thornton Limited (“**GT**”) as receiver and manager of the assets, undertaking and property (“**Property**”) of the respondent, Victoria Strong Manufacturing Corp. (“**Victoria Strong**”) solely in respect of the Property located at the premises municipally known as 2463 Royal Windsor Drive, Unit 3, Mississauga, Ontario, L5J 1K9 (the “**Premises**”).
2. TL Classic is the landlord and owner of the Premises. Through no fault of its own, TL Classic finds itself as the *de facto* custodian of the Property that has been abandoned on the Premises by its former tenant, Victoria Strong, at such time as it ceased operations on the Premises on December 9, 2024.¹
3. The Property is subject to multiple and competing claims of Victoria Strong’s creditors, alleged purchasers and/or other party claimants. Since the initial notice of application was issued on July 31, 2025, the number and complexity of competing claims to the Property have multiplied. The originally intended property interpleader aspects of the application are no longer practical. It is for this reason that the application was amended on January 28, 2026, to request the appointment of the receiver.²

¹ Third Affidavit of Tony Capobianco sworn January 29, 2026 (“**Third Capobianco Affidavit**”), Tab 2 to the Application Record of TL Classic Holdings Inc. dated January 30, 2026 (“**Application Record**”) at paras 2-3.

² Third Capobianco Affidavit, Tab 2 to the Application Record, at paras 4 and 7.

PART II - FACTS

A. Background

4. The facts grounding this receivership application are set out in the affidavit of Tony Capobianco, sworn on January 29, 2026 (the “**Capobianco Affidavit**”)³.
5. The respondent, Victoria Strong, is a corporation incorporated pursuant to the *Ontario Business Corporations Act*, R.S.O. 1990, c. B.16 (the “**OBCA**”) and operated the Premises as a wood processing and manufacturing company.⁴
6. Two of the respondents to this application are alleged to have purchased certain pieces of property located at the Premises just before Victoria Strong abandoned the Property and Premises, namely:
 - (a) 16564445 Canada Inc.; and
 - (b) S Bend Welding Inc.⁵
7. The other respondents in the Application appear to be creditors of Victoria Strong as identified through searches conducted under the *Personal Property Security Act*, R.S.O. 1990, c. P.10 (the “**PPSA**”).⁶
8. TL Classic has not been able to determine whether or not the PPSA registrants are continuing to assert interest(s) in the Property. Further, TL Classic is not in a position to administer or resolve competing claims to the Property.

³ Third Capobianco Affidavit at Tab 2 to the Application Record.

⁴ Third Capobianco Affidavit at Tab 2 to the Application Record at **Exhibit “A”** at para 6.

⁵ Third Capobianco Affidavit at Tab 2 to the Application Record at para 17.

⁶ Third Capobianco Affidavit at Tab 2 to the Application Record at para 13 at **Exhibit “F”**.

PART III- ISSUE

9. The issue to be addressed before this Honourable Court is whether it is just and convenient for GT to be appointed as receiver of Victoria Strong's Property solely located at the Premises.

PART IV - LAW AND ARGUMENT

A. It is Just and Convenient to Appoint a Receiver

10. The court may appoint a receiver pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended ("CJA"), if it is "just and convenient" to do so.⁷
11. In determining whether it is just and convenient to appoint a receiver, a court must "have regard to all of the circumstances".⁸ There is no requirement for the Applicant to establish that it will suffer irreparable harm if the proposed receiver is not appointed.⁹
12. When evaluating whether, in all the circumstances, the appointment of a receiver is just or convenient, courts have considered numerous factors, including:
- (a) the nature of the property;
 - (b) the likelihood of preserving and maximizing the return on the subject property;
 - (c) the balance of convenience to the parties;
 - (d) the conduct of the parties;
 - (e) the risk of the lender's security deteriorating;
 - (f) loss of confidence in the debtor's management;

⁷ s 101, *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.

⁸ [*Bank of Nova Scotia v Freure Village on Clair Creek*, 1996 CanLII 8258 at para 10](#) (Ont Sup Ct J [Gen Div Commercial List]) [*"Freure"*].

⁹ [*Bank of Montreal v Carnival National Leasing Ltd*, 2011 ONSC 1007 at paras 24 and 28](#); [*Freure* at paragraph 10](#).

- (g) the potential costs of the receiver; and
 - (h) the consideration of whether a court appointment is necessary to enable the receiver to carry out its duties efficiently.¹⁰
13. Having regard to the foregoing considerations, the appointment of a receiver solely over the Property of Victoria Strong that is located at the Premises is just and convenient because:
- (a) TL Classic is in involuntary possession of industrial equipment, vehicles and inventory abandoned by Victoria Strong at the Premises. Such assets are not easily dealt with given the nature of the property and the competing claims to it;
 - (b) There is ongoing risk to the Property while it remains at the Premises. TL Classic should not be required to indefinitely bear the cost and risks associated with preserving it and as such, the balance of convenience favours a receivership;
 - (c) There has been no response or communication from Victoria Strong, despite efforts to make contact. TL Classic has lost confidence in Victoria Strong's ability to manage the situation; and
 - (d) A court-supervised receivership will provide an appropriate forum within which the rights and interests of all parties can be resolved by way of settlement or, failing that, adjudication.

¹⁰ *Elleway Acquisitions Limited v. The Cruise Professionals Limited*, [2013 ONSC 6866](#) at [para 28](#); *Canadian Western Bank v 2563773 Ontario Inc.*, [2023 ONSC 4766](#) at [para 9](#); *Macquarie Equipment Finance Limited v Validus Power Corp. et al.*, [2023 ONSC 4772](#), at [para 8](#); *RioCan REIT v. RioCan HBC LP*, [2025 ONSC 3642](#) (CanLII) at [para 6](#); *Logpin Investments Limited et al. v Sussman et al.*, [2025 CanLII 47391](#) (ON SC), at [para 24](#).

14. GT is an experienced licenced insolvency trustee. GT has acted as a court-appointed receiver on other occasions and in similar circumstances. GT is well equipped and prepared to administer and realize upon the collateral in a commercially reasonable manner.

B. The Terms of the Proposed Receivership Order are Appropriate

15. The proposed Receivership Order is tailored to the scope of the Property. It draws on model receivership order terms.
16. The proposed Receivership Order grants the following charges:
 - (a) the “**Receiver’s Charge**” to secure the fees and disbursements of the receiver and its counsel in respect of these receivership proceedings; and
 - (b) the “**Receiver’s Borrowings Charge**” for the purpose (if necessary) of funding the exercise of the powers and duties conferred upon the receiver pursuant to the proposed Receivership Order.
17. In *Caisse v. River*¹¹, the court confirmed that it is just and convenient for a receiver’s costs and borrowings, particularly those incurred for the preservation, maintenance, upkeep, and condition of the property, to be accorded priority, as such expenses are incurred for the benefit of all interested parties and ensure a fair and orderly realization process.¹²
18. In *Logpin Investments Limited et al. v Sussman et al.* (a recent Commercial List decision), the appointment of a *Courts of Justice Act* receiver was sought over two companies. The court held that:

¹¹ *Caisse v. River*, [2013 ONSC 6809](#).

¹² *Caisse v. River*, [2013 ONSC 6809](#) at paras 22-23.

without the Receiver's Charge extending over the trust assets held by the Respondents, it is unclear to what pool of funds, if any, the Receiver or the Receiver's counsel could look to for remuneration in the present case. Where the assets to be protected in a receivership are trust assets, and where the work done in the receivership is of benefit to the trust assets or necessary for the management and preservation of the trust assets, as in the present case, it is appropriate for those trust assets to meet the expenses of the receivership.¹³

PART V- ORDER SOUGHT

19. TL Classic respectfully requests that this Court grant the proposed Receivership Order attached at Tab 3 of TL Classic's application record.

ALL OF WHICH IS RESPECTFULLY SUBMITTED, this 30th day of January, 2026.



MRYAM SARKIS

MILLER THOMSON LLP
Lawyers for the Applicant

¹³ *Logpin Investments Limited et al. v Sussman et al.*, [2025 CanLII 47391](#) (ON SC), at para 28.

SCHEDULE A – AUTHORITIES

1. Bank of Nova Scotia v Freure Village on Clair Creek, 1996 CanLII 8258 (Ont Sup Ct J [Gen Div Commercial List]).
2. Bank of Montreal v Carnival National Leasing Ltd, 2011 ONSC 1007.
3. Elleway Acquisitions Ltd v Cruise Professionals Ltd, 2013 ONSC 6866.
4. Canadian Western Bank v 2563773 Ontario Inc, 2023 ONSC 4766.
5. Caisse v. River, 2013 ONSC 6809.
6. JP Morgan Chase Bank N.A. v. UTTC United Tri-Tech Corp (2006), 25 C.B.R. (5th) 156, 2006 CanLii 25352 (ON SC).
7. Logpin Investments Limited et al. v Sussman et al., 2025 CanLII 47391 (ON SC),
8. Macquarie Equipment Finance Limited v Validus Power Corp et al, 2023 ONSC 4772.
9. RioCan REIT v. RioCan HBC LP, 2025 ONSC 3642.

I certify that I am satisfied as to the authenticity of every authority.

Note: Under the Rules of Civil Procedure, an authority or other document or record that is published on a government website or otherwise by a government printer, in a scholarly journal or by a commercial publisher of research on the subject of the report is presumed to be authentic, absent evidence to the contrary (rule 4.06.1(2.2)).

Date: January 30, 2026



Signature

MRYAM SARKIS

SCHEDULE B – STATUTES

Courts of Justice Act, R.S.O. 1990, c. c.43, as amended

Interlocutory Orders

Injunctions and receivers

101 (1) In the Superior Court of Justice, an interlocutory injunction or mandatory order may be granted or a receiver or receiver and manager may be appointed by an interlocutory order, where it appears to a judge of the court to be just or convenient to do so.

Terms

(2) An order under subsection (1) may include such terms as are considered just.

TL CLASSIC HOLDINGS INC.

and

**VICTORIA STRONG
MANUFACTURING CORP. et al**

Court File No. CV-25-00748680-00CL

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at
TORONTO

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