

CANADA / JUDGMENT

1272851 BC Ltd. v. Onni Colwood Belmont Developments Ltd.

2025 BCSC 2315

COURT

Supreme Court of British Columbia

DECIDED

14 October 2025

Source: bccourts.ca · Research copy typeset by Esheria. Not court-issued or certified.

2025 BCSC 2315 1272851 BC Ltd. v. Onni Colwood Belmont Developments Ltd.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

1272851 BC Ltd. v. Onni Colwood Belmont Developments Ltd.,

2025 BCSC 2315

Date: 20251014

Docket: S232939

Registry: Victoria

Between:

1272851 BC Ltd.

Plaintiff

And:

Onni Colwood Belmont Developments Ltd. dba Onni Group

Defendant

Before: Associate Judge Harper

Oral Reasons for Judgment

In Chambers

Counsel for the Plaintiff:

L.G. Oss-Cech

Counsel for the Defendant:

N.C.M. Preshaw

Place and Date of Hearing:

Victoria, B.C.

October 14, 2025

Place and Date of Judgment:

Victoria, B.C.

October 14, 2025

- [1] THE COURT: These are my oral reasons for judgment. If a transcript is required, I reserve the right to edit for clarity.
- [2] This action arises out of a construction dispute. The defendant developer seeks three orders: first, leave to amend its amended response to civil claim; second, leave to file a counterclaim; and third, an adjournment of the trial.
- [3] The claim arises out of framing work that the plaintiff did on behalf of the defendant's project, which was a large real estate development called Colwood Corners. The work was done between October 2020 and December 2022.
- [4] The plaintiff says that the defendant paid it a total of about \$800,000, but that taking into account some additional payments that were originally overlooked, the defendant owes the plaintiff a further approximately \$456,000. That amount has been paid into court.
- [5] The defendant filed a response to civil claim in October 2023. A notice of trial was filed in April 2024 scheduling a ten-day trial for October 27, 2025, which is 13 days from now.
- [6] The litigation proceeded slowly in the sense that the defendant took nine months to produce its list of documents. It was difficult for the plaintiff to secure a representative of the defendant to examine for discovery.
- [7] The defendant delayed its examination for discovery of the plaintiff for reasons that are unexplained. That examination for discovery occurred in May 2025.
- [8] The defendant says that the rationale for seeking both the amendment to the response to civil claim and leave to file a counterclaim is new information arising from an internal review by the defendant of all of the invoices for which the plaintiff was paid and the invoices for which the plaintiff was not paid.
- [9] The representative of the defendant, Mr. Yioldassis, who was the project manager, says that in May 2023, he, along with others, began an internal review of the plaintiff's invoices. He says further:

In part due to the number of produced documents and our other work duties, it took some time to gather and review the plaintiff's invoices and related documents.

- [10] I am not persuaded by this excuse. The defendant is acknowledged to be a sophisticated developer. As a technicality, I am advised by counsel for the defendant the "Onni Group" incorporates a new company on a project-for-project basis, but that has nothing to do with anything. The Onni Group is well known as a major real estate developer in British Columbia.
- [11] There is no doubt in my mind that had Onni Colwood Belmont Developments Ltd. ("Onni Colwood") chosen to review the invoices in a timely way, it could have done so. It did not do so. It dragged its feet for reasons that are known only to it. Counsel for the plaintiff rightly suspects that this late development is a delay tactic.
- [12] For the purposes of my reasons, I do not have to draw any definitive conclusions as to the strategy conducted by Onni Colwood. I note that there was a very late change of counsel on Onni Colwood's part, which is unexplained.
- [13] I do not accept Onni Colwood's position that it only knew about so-called deficiencies in September 2025. By Mr. Yioldassis's own evidence, he began a review in May 2023.
- [14] If the court granted the amendments and leave to file a counterclaim, it is inevitable that the trial would be adjourned.
- [15] Dealing with the last application first, the prejudice to the plaintiff outweighs any merit to the application to amend the response to civil claim and file a counterclaim, but I will deal with merits of those two applications in a moment.
- [16] This is not a case where new counsel has brought fresh eyes to the facts. Onni Colwood decided to look at the invoices but apparently took more than two years to finish its review. There is a bare-bones response to civil claim that says virtually nothing.
- [17] As to prejudice, the loss of the trial date is prejudicial to the plaintiff, and that prejudice cannot be overcome in costs. The plaintiff has lost contact with people who worked for it because the plaintiff's principal lost contact with people that he could not pay. Further, there are people who worked for Onni Colwood whom the plaintiff has lost contact with, and those people would have to be located.
- [18] I was provided with various case authorities by both sides on this application. The only case authority that I found of any relevance was the one referred to by the plaintiff. This is *Haberstock v. Borba*, 2021 BCSC 214. At paragraph 48, the court says:
- [48] Finally, and most importantly, the new allegations of negligence constitute a fundamental shift in the defence of this action and come extremely late in the day.
- [19] This is exactly the same situation as the case before me. I will now turn to the merits of the amendments.

- [20] The amendments to the response to civil claim seem to make allegations related to Onni Colwood's review of the invoices. If these amendments were brought in a timely fashion, I might have a different view, but they are far too late in the day and are rejected for that reason.
- [21] Regarding the counterclaim, I have slightly different reasons for judgment. The counterclaim is brought after the expiry of the limitation period. The counterclaim has nothing to do with the claim as made by the plaintiff. It is apparently, what seems to me, a new claim related to the payment of the \$800,000 that was not previously objected to. This is not a counterclaim; this is a new claim and is brought past the limitation period. It amounts to a new cause of action.
- [22] Any prejudice to Onni in failing to make these applications in a timely manner is self-induced. I have no hesitation in dismissing all three applications with costs to the plaintiff in any event of the cause.

"Associate Judge Harper"

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://www.bccourts.ca/jdb-txt/sc/25/23/2025BCSC2315.htm>

CASE PAGE <https://chat.esheria.ai/case-law/canada/1272851-bc-ltd-v-onni-colwood-belmont-developments-ltd-2025>

Prepared on 28 October 2026 · Esheria