

CANADA / JUDGMENT

M Square Development Ltd. v. Gronlie

2021 BCSC 2052

COURT

Supreme Court of British Columbia

DECIDED

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2021 BCSC 2052 M Square Development Ltd. v. Gronlie

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

M Square Development Ltd. v. Gronlie,

2021 BCSC 2052

Date: 20210707

Docket: S227009

Registry: New Westminster

Between:

M Square Development Ltd.

Plaintiff

And

Ryan Richard Gronlie and Youngja Park

Defendants

- and -

Docket: S227030

Registry: New Westminster

Between:

Ready Construction Ltd.

Plaintiff

And

M Square Development Ltd., Ryan Richard Gronlie

and Youngja Park

Defendants

- and -

Docket: S227050

Registry: New Westminster

Between:

Newton Electrical Ltd.

Plaintiff

And

M Square Development Ltd., Ryan Richard Gronlie

and Youngja Park

Defendants

- and -

Docket: S227052

Registry: New Westminster

Between:

Green Star Enterprises Ltd.

Plaintiff

And

M Square Development Ltd., Ryan Richard Gronlie

and Youngja Park

Defendants

- and -

Docket: S227053

Registry: New Westminster

Between:

Dulai Plumbing Heating & Renovation Ltd.

Plaintiff

And

M Square Development Ltd., Ryan Richard Gronlie

and Youngja Park

Defendants

Before: Master Bilawich

Oral Reasons for Judgment

In Chambers

Counsel for M Square Development Ltd. appearing by teleconference:

M. Lee

Counsel for Ryan Richard Gronlie and Youngja Park appearing by videoconference:

M. Pokrajac

Counsel for Ready Construction Ltd., Newton Electrical Ltd., Green Star Enterprises Ltd., and Dulai Plumbing Heating & Renovation Ltd. appearing by teleconference:

P.I. Sahota

Place and Date of Trial/Hearing:

New Westminster, B.C.

June 25, 2021

Place and Date of Judgment:

New Westminster, B.C.

July 7, 2021

- [1] THE COURT: These are my reasons concerning applications by the defendant property owners, Mr. Gronlie and Ms. Park, for security for costs in five related builders lien actions. The applications were heard after I heard and granted an application by the plaintiff general contractor, M Square Development Ltd., in New Westminster Action S227009, for an order that these five actions and one other related action all be tried at the same time. I have made minor edits to enhance readability of these reasons, but the substance has not changed.

Background

- [2] The defendants Mr. Gronlie and Ms. Park (collectively, the "Owners"), are registered owners as joint tenants of a property located at 818 Blue Mountain Street, Coquitlam, B.C. (the "Property").
- [3] On April 16, 2018, Mr. Gronlie entered into a written agreement (the "Head Contract") with M Square Development Ltd. ("M Square") to demolish an existing structure on the Property and to construct a new single-family residence. The parties agree that the contract was for \$750,000 plus GST, which adds up to \$785,500. M Square alleges it was also entitled to charge as "Extras" additional amounts for work and services that were requested by Mr. Gronlie which did not fall within the scope of the work contemplated by the Head Contract. The Owners deny that the alleged Extras were outside the original scope of work.
- [4] In May 2018, M Square started work. It engaged several subcontractors and materials suppliers for the project including:
- a) Ready Construction Ltd., plaintiff in New Westminster Action S227030;
 - b) Manpreet Singh doing business as Royal Star Painting, plaintiff in New Westminster Action S227048;
 - c) Newton Electrical Ltd., plaintiff in New Westminster Action S227050;
 - d) Green Star Enterprises Ltd., plaintiff in New Westminster Action S227052;
 - e) Dulai Plumbing Heating & Renovation Ltd., plaintiff in New Westminster Action S227053.
- [5] There is a dispute as to how long work continued. The Owners say M Square abandoned the project in December 2019. Some subcontractors say work continued into February 2020. Mr. Gronlie opted to terminate the Head Contract on February 7, 2020.
- [6] After the Head Contract terminated, the amounts claimed as owing for work done and materials supplied to the Property included:

Name

Lien Amount

M Square Development Ltd.

\$118,419

Ready Construction Ltd.

\$15,145

Manpreet Singh, Royal Star Painting

\$4,750

Newton Electrical Ltd.

\$13,681

Green Star Enterprises Ltd.

\$19,435

Dulai Plumbing, Heating & Renovation Ltd.

\$9,935

Total

\$181,365

- [7] There is evidence indicating that the appropriate holdback amount has been held back. The Owners indicate that two holdbacks of \$39,412.82 and \$37,500 respectively are being held in trust.
- [8] M Square and each of the subcontractors filed claims of builders lien on title to the Property in the amounts indicated.
- [9] On May 4, 2020, M Square filed a notice of civil claim, claiming in contract or alternatively quantum meruit and for relief under the Builders Lien Act.
- [10] The Owners filed a response to civil claim denying M Square's claim. They say they have paid M Square the sum of \$673,314, inclusive of holdback obligations under the Builders Lien Act and that work on the project was incomplete, delayed, and materially deficient. They allege that M Square made negligent misrepresentations, breached the Head Contract, including by abandoning the project on December 9, 2019, that it improperly billed for Extras in the sum of \$77,780, which the Owners deny fall outside the scope of work of the Head Contract, that it failed to complete the project and that it breached the duty of care owed to the Owners. They allege the claim of lien was improperly filed, the amount claimed was grossly inflated, the lien claim includes labour and materials which were not provided and is based on a false declaration.
- [11] The Owners filed a counterclaim against M Square claiming damages for breach of contract, negligence, delay of project, improper filing of the claim of lien and filing an inflated and unsupportable builders lien. They also seek an order cancelling the claim of lien as against the Property and the holdback, interest and costs.
- [12] Each of the subcontractors retained common legal counsel and each filed individual notices of civil claim naming the Owners and M Square as defendants. They each claim the amounts owing / lien amount pursuant to the law of contract (presumably against M Square, but this is not clear), a declaration that the defendants (presumably the Owners) hold an undivided interest in the Property for the benefit of the plaintiffs, that the plaintiff is beneficial owner of the defendants' interest in the Property (apparently an unjust enrichment/constructive

trust claim), damages for unjust enrichment, a certificate of pending litigation against the Property, damages for breach of contract and costs. Under the "Legal Basis" section are listed principles of contract, rules of court, Builders Lien Act and the Law and Equity Act.

- [13] The subcontractors' prayers for relief do not set out what I would consider typical Builders Lien Act relief. I inquired of counsel why they were advancing a claim for an undivided interest in the Property and a declaration they are beneficial owners of the defendants' interest. His response was that this was intended to be a claim for Builders Lien Act relief against the Property and appeared to be an error. If the pleadings contain an error in this regard, they should be amended. If the subcontractors' claims in unjust enrichment / constructive trust are directed at the Owners as opposed to M Square, a subcontractor generally cannot succeed in this type of claim against owners with whom they have not contracted directly. See in this regard, *Park v. K.S. Mechanical Ltd.*, 2012 BCSC 1751 at paras. 39 to 41.
- [14] The Owners filed a response to civil claim in each of the subcontractor actions. They plead and rely on the holdback defences available to them under the Builders Lien Act, deny each of the subcontractors are entitled to any payment out of the holdback because the work carried out on the project was incomplete, materially deficient and caused the owners damage, loss and expense. Alternatively, if amounts are found to be owing, they are owing by M Square, as the Owners say they paid all amounts properly due and owing under the Head Contract. In the further alternative, they claim the right to set-off damages against amounts found to be due and owing.
- [15] The Owners have also filed a counterclaim in each of the subcontractor actions alleging that each subcontractor was negligent, that their work was deficient and that they improperly filed a claim of builders' lien on title to the Property, as a result of which the Owners have incurred losses and damages.
- [16] The Owners have also filed a third-party notice against M Square in each of the subcontractor actions claiming contribution and indemnity from M Square.
- [17] All of the six actions (claims, counterclaims, and third-party claims) arise from the same construction project and essentially involve the same basic subject matter.

Amount of security claimed

- [18] The Owners claim security for costs against M Square in the amount of \$35,000 in Action S227009, based on a seven-day trial estimate. Some steps in the litigation have already been taken, including a case planning conference which resulted in an order addressing discovery of documents, setting a deadline of June 21, 2021 for examinations for discovery and setting a trial date of January 17, 2022. Attempts were made to schedule an examination for discovery of Mr. Min of M Square, but apparently without success.

- [19] The draft bill of costs includes some questionable items, such as claiming five units under Item 44, which only applies if the case settles, is discontinued, or dismissed as a result of negotiations, and would not apply if the case goes to trial. It includes units for a full-day application which is not identified. Under Item 2 it claims 22 of a possible 30 units; it appears some of that relates to proceedings which predate this application. There is a claim for discovery of documents, but it appears that some of this has already occurred. It includes a claim of six units for obtaining a case plan order but this took place before the application was made and should not properly be included. You cannot get security for costs for steps taken before the application is made. I also presume that the seven days of trial includes time for prosecution of the owners' counterclaim. That does not appear to have been factored in.
- [20] For each of the four subcontractor actions in which security for costs are sought, the Owners claim the sum of \$20,000 per action, based on seven trial days in each action. The draft bills of cost tendered in evidence for the subcontractor claims largely duplicate the draft bill of costs in the M Square action, save that they have 15 fewer units claimed (212 versus 227 in total) and about \$1,800 less in disbursements (\$5,885 versus \$7,641). Each of the subcontractor action bills of costs are essentially duplicates of the others. Counsel for the subcontractors suggests that the draft bills are highly exaggerated.
- [21] Frankly, I do have difficulty accepting the figures used in the various subcontractor draft bills of costs. The subcontractor claims are in amounts ranging between \$9,935 for Dulai on the low end and \$19,435 for Green Star on the high end. I have not been provided evidence which persuades me that the time estimates embodied in the draft bills were tailored to each specific subcontractor claim as opposed to largely being a 'cut and paste' of the M Square draft bill with some minor adjustments. It also appears that some steps indicated in the draft bills were taken prior to this application, including some discovery of documents.
- [22] The evidence tendered in support of the draft bills of costs is an affidavit of a paralegal stating that attached is a copy of a draft bill of costs of the defendant Owners contemplating a seven-day trial. There is no explanation for why the numbers in the draft bills have been selected or why seven days for trial is considered necessary. I note, as well, that the Owners did not mention the counterclaim or their third party claim in each of the subcontractor actions. The counterclaims were mentioned during submissions. I presume that some portion of the Owners' time estimate in the draft bills of costs include prosecution of their counterclaims and third party notices, but no breakdown was provided.
- [23] I also note that in the course of hearing M Square's application to have its action and the five subcontractor actions tried at the same time, one of the grounds of opposition raised by the Owners was that they had already scheduled a seven-day trial in that action, which was scheduled for January 17, 2022. They complained they would lose that trial date because the combined trial of all six actions was estimated by counsel for M Square to require 10 days and by counsel for the subcontractors to require 15 days. Counsel for the Owners did not offer an alternative estimate.

[24] Having granted the application to have the six related actions tried at the same time, the trial length assumptions built into the draft bills of costs tendered by the Owners have been overtaken by subsequent events. In the case of the subcontractor bills, I was not satisfied that the time estimates embodied in each were reasonable in the first place. Even if a combined trial were to end up requiring 15 days, this is a considerable savings compared to the combined seven days times five (or six) actions [35 or 42 trial days total] suggested by the Owners for the purpose of their security for costs applications.

Applicable law

[25] The Owners rely on s. 236 of the Business Corporations Act, S.B.C. 2002, c. 57:

236 If a corporation is the plaintiff in a legal proceeding brought before the court, and if it appears that the corporation will be unable to pay the costs of the defendant if the defendant is successful in the defence, the court may require security to be given by the corporation for those costs, and may stay all legal proceedings until the security is given.

[26] The court also has inherent jurisdiction to order security for costs, but I note that masters do not have inherent jurisdiction.

[27] One of the seminal authorities regarding security for costs is *Kropp v. Swanese Bay Golf Course Ltd.*, [1997] B.C.J. No. 593 (C.A.), which sets out relevant factors considered at para. 17:

1. The court has a complete discretion whether to order security, and will act in light of all the relevant circumstances;
2. The possibility or probability that the plaintiff company will be deterred from pursuing its claim is not without more sufficient reason for not ordering security;
3. The court must attempt to balance injustices arising from use of security as an instrument of oppression to stifle a legitimate claim on the one hand, and use of impecuniosity as a means of putting unfair pressure on a defendant on the other;
4. The court may have regard to the merits of the action, but should avoid going into detail on the merits unless success or failure appears obvious;
5. The court can order any amount of security up to the full amount claimed, as long as the amount is more than nominal;
6. Before the court refuses to order security on the ground that it would unfairly stifle a valid claim, the court must be satisfied that, in all the circumstances, it is probable that the claim would be stifled; and
7. The lateness of the application for security is a circumstance which can properly be taken into account.

- [28] In *Integrated Contractors Ltd. v. Leduc Development Ltd.*, 2009 BCSC 965 at paras. 11 to 15, Madam Justice Griffin (as she then was) provided a useful summary:
- [11] The first stage of the legal test on an application for security for costs is the requirement that the applicant make out a *prima facie* case that the respondent would be unable to pay the applicant's costs if the respondent's claim fails: *Citizens for Foreign Aid Reform Inc. v. Canadian Jewish Congress* (1999), 1999 CanLII 5860 (BC SC), 36 C.P.C. (4th) 266 B.C.S.C., 91 A.C.W.S. (3d) 362; *Kropp v. Swaneset Bay Golfcourse Ltd.* (1997), 1997 CanLII 4037 (BC CA), 29 B.C.L.R. (3d) 252, 90 B.C.A.C. 170; and *Fat Mel's Restaurant Ltd. v. Canadian Northern Shield Insurance Co.* (1993) 1993 CanLII 1669 (BC CA), 76 B.C.L.R. (2d) 231 (C.A.), 25 B.C.A.C. 95.
- [12] If the applicants do meet this requirement, the respondent may resist an order for security for costs by showing that it has sufficient exigible assets to satisfy an award of costs: *Scopeset Technology Inc. v. Astaro Corp.*, 2004 BCSC 830.
- [13] As well, the respondent to a security for costs application can resist an order for security for costs if it can show there is no arguable defence to its claim: *Scopeset* at para. 15.
- [14] In addition, there are other factors which may touch upon the exercise of the court's discretion in determining whether or not to grant an order requiring a party to post security for costs. Potentially relevant on the facts of this application are the following factors:
- a) Where the court is satisfied that ordering security for costs would unfairly stifle a valid claim, the court may refuse to order security: *Kropp* at para. 17;
 - b) Where the security for costs application is brought against a defendant advancing a counterclaim, and the counterclaim is sufficiently intertwined with the defendant's defence of the main claim: *Gray v. Powerassist Technologies Inc.*, 2001 BCSC 1208, 10 C.P.C. (5th) 148 (B.C.S.C.), and *Scotford Electrical & Technical Services Ltd. v. Blue Mountain Log Sales Ltd.*, 2005 BCSC 538, 10 C.P.C. (6th) 237 (B.C.S.C., Master); and
 - c) Where the financial hardship that may give rise to the respondent's inability to pay costs is due to the very actions of the applicants at issue in the respondent's claim: *Tour-Mate Technologies Corp. v. Syntronix Systems Limited et al.*, [1993] B.C.J. No. 599 (S.C.); and *Middlekamp v. Fraser Valley Real Estate Board*, [1993] B.C.J. 2965 (S.C.).
- [15] Finally, if the court concludes a security for costs order is warranted, the court has discretion as to the quantum of security.
- [29] The purpose of security for costs is to protect a defendant from the likelihood that, in the event of success in getting the action dismissed, it will be unable to recover its costs from the plaintiff: *Radha Holdings Ltd. v. Quantum Properties Brooklyn Inc.*, 2016 BCSC 1364 at para. 18, citing *Island Research & Development Corp. v. Boeing Co.*, [1991] B.C.J. No. 12 (S.C.) (QL) at para. 3.

[30] Whether to order security for costs is a discretionary decision. However, once the applicant has shown that a corporate plaintiff will not be able to pay costs should the claim fail, security is generally ordered unless the court is satisfied there is no arguable defence: see *Ocean Pastures Corporation v. Old Masset Economic Development Corporation*, 2016 BCCA 12 at para. 18, citing *Fat Mel's Restaurant Ltd. v. Canadian Northern Shield Insurance Co.*, [1993] B.C.J. No. 507 (C.A.) at para. 16.

Analysis

- [31] The first question is whether the Owners have made out a prima facie case that the plaintiffs will be unable to pay an award of costs in the event their claims are dismissed.
- [32] The Owners tendered similar evidence regarding each of the plaintiffs' apparent inability to pay an award of costs in the event their claims are dismissed. This included:
- a) a Court Service Online search identifying other litigation each plaintiff is involved in;
 - b) a Land Title search indicating that each plaintiff does not have any land or interest in land registered in its name;
 - c) a Personal Property Registry search, some of which indicated that certain plaintiffs have security registered against certain assets or that assets were leased rather than owned.
- [33] With regard to M Square, there was evidence of a judgment having been granted to others, including an unfiled, unsigned copy of a Small Claims default judgment for \$9,631.63 granted to DM Tile & Stone Inc. against M Square dated October 10, 2020. They suggest the company website is no longer active, the business address has been changed to the principal's home address and that the property at this address may have been sold recently. They say they are not aware of whether the company is a going concern.
- [34] None of the plaintiffs took issue with the evidence the Owners tendered or the assumptions that counsel urged be taken from it. This evidence was limited but sufficient in the circumstances to make out a prima facie case.
- [35] In their application responses, several of the corporate plaintiffs openly acknowledge that they do not have sufficient exigible assets from which to pay an award of costs. They say their businesses involve providing professional services and do not require substantial capital assets for their operations. They also claim financial hardship and argue that the cause of that is the Owners' failure to pay.
- [36] Several plaintiffs tendered selective evidence, namely recent income tax information, in an effort to demonstrate they have ongoing positive net income reported in the most recent tax year. For example, Green Star Enterprises shows net income of \$3,800 in the past year, Newton Electric Ltd. shows \$11,000, Ready Construction shows \$38,000 and Dulai Plumbing shows \$86,000.

- [37] They did not offer a broader picture of the companies' finances generally. It was argued that this demonstrated they continue to be in active operation and generating positive income. I was urged to assume that this would continue into the future and that they would be able and willing to pay an award of costs from that ongoing income stream. Frankly, the amounts involved were relatively modest and there is no evidence indicating these funds remained sitting somewhere on the relevant company's balance sheet and would continue to be available until the litigation concluded.
- [38] None of the corporate plaintiffs were able to persuade me that they have sufficient exigible assets with which to pay an award of costs in the event their claims are dismissed.
- [39] The next question is whether the plaintiffs have shown the Owners have no arguable defence to their claims. This line of argument was not taken up in their response to these applications.
- [40] M Square did argue that requiring it to post security for costs would prevent it from pursuing its claim and that this inability is connected to the actions of the Owners on which its claim is based. This is essentially a bald assertion on the part of M Square, given that I was not provided with any evidence indicating that the company and its principals would not be able to borrow or otherwise raise funds to post security if such is ordered.
- [41] In Kropp at para. 22, Mr. Justice Finch (as he then was) set out:
- [22] To succeed in showing that an order for security would stifle the action the plaintiff must do more than show that it has no assets: see *Paul v. General Magnaplate Corp.* (1995), 1995 CanLII 7259 (ON SC), 27 O.R. (3d) 314 (Gen.Div.). The defendants have already made out a prima facie case that the corporate plaintiff has insufficient assets to pay costs if unsuccessful. Mr. Kropp's affidavit does not really add to that position and establish that the corporate plaintiff is impecunious, in the sense of lacking any means of raising money for security. I think the law requires him to do so. As Megarry, V.C., said in *Pearson*, supra, at 535, the purpose of the provision is to protect "the community against litigious abuses by artificial persons manipulated by natural persons."
- [42] I have accepted, however, that the plaintiff companies do not appear to have substantial capital assets and appear to have modest net income in the most recent tax year, for those that tendered evidence of recent income. I am prepared to accept that raising a substantial amount of security would be problematic.
- [43] Timing of the application is a significant consideration. It appears the M Square action has progressed somewhat, albeit it appears examinations for discovery were not arranged prior to the deadline set by the case plan order. At the time of this application, the scheduled trial was seven months off. There appears to have been some document discovery in the subcontractor claims.

- [44] A significant factor in each of these applications is the fact that the Owners have made counterclaims on the very same events and subject matter, which will continue even if the plaintiffs' claims are stayed due to failure or inability to post security for costs. Mr. Justice Joyce addressed a similar situation in *Gray v. Powerassist Technologies Inc.*, 2001 BCSC 1208. The application for security for costs in that case was made by the plaintiff who was seeking security for costs in respect of a counterclaim that had been brought by a defendant. At paras. 27, 29-30:
- [27] Turning to the question of prejudice or injustice to the plaintiff if the order for security is denied, it appears to me that he will incur substantially the same costs in any event through the prosecution of his own claim. The defence of the counterclaim may add to the costs to some extent, at least on the issue of quantum of damages, but considering the commonality of the issues in the claim and counterclaim it does not appear to me that the plaintiff's costs will be substantially lessened if the counterclaim does not proceed.
- ...
- [29] In my opinion, the claim and counterclaim are so intertwined that it would constitute an injustice to permit the claim to proceed while stifling the ability of the defendants to pursue a counterclaim is founded on the same facts upon which the defence is dependent. While the claim and counterclaim clearly have some distinct features, particularly with respect to the nature and quantum of damages, both proceedings have their genesis in the same agreement and its termination. Both proceedings depend on a determination of which of the two parties was at fault in the termination of the agreement.
- [30] Having considered all of these factors, I have come to the conclusion that the court should exercise its discretion against making an order for security for costs. The application is dismissed. Costs will be in the cause.
- [45] See also *Scotford Electrical et al v. Blue Mountain Log Sales et al*, 2005 BCSC 538, per Master Groves (as he then was) at para. 32:
- [32] Gray is support for the proposition that where there is a claim and a counterclaim that are based on the same dispute, it could constitute an injustice to require one party to post security and stay its action should it fail to do so, yet permit at the same time the other party to continue litigating the dispute to its potential benefit. While the roles are reversed in the case at bar, this same consideration would apply, if the defendant chose to pursue its counterclaim notwithstanding the stay of the plaintiff's action.
- [46] In *Trak Energy Corp. v. Happy Valley Resort Ltd.*, 2009 BCSC 1375 at para. 11, Mr. Justice Barrow discussed the applicable considerations when the defendant applicant is also pursuing a counterclaim:
- [11] Other decisions, notably *Gray v. Powerassist Technologies Inc.*, 2001 BCSC 1208, 10 C.P.C. (5th) 148 (S.C.); and *GlobalCom Solutions Inc. v. Nothstein*, 2009 BCSC 276, have identified other factors that are sometimes appropriately taken account of when exercising the

authority conferred by the statute. One of those factors is, assuming it has been demonstrated that the plaintiff is impecunious and thus unlikely to be able to pay an award of costs, whether and if so to what extent that impecuniosity might be said to be linked to the defendant's conduct that is the subject of the action. A second factor arises when the plaintiff is also a defendant by counterclaim. When the counterclaim is intertwined or overlaps with the plaintiff's claim, two related matters arise. First, it is appropriate to consider the degree to which the costs that the defendant seeks to have the plaintiff secure will be incurred by the defendant in any event in the prosecution of its counterclaim. Second, the potential for injustice is greater where there are significantly overlapping claims and where the effect of ordering security for costs may be to stifle one party's ability to advance their claim.

- [47] In each of the actions before me, each plaintiff's claim and the Owners' counterclaim, all of which have now been ordered to be tried together, are focused on the same project. They concern the adequacy or lack thereof of exactly the same services, materials and improvements. The evidence in each counterclaim will duplicate, to a large extent, the evidence each plaintiff would be tendering in support of their claims. It appears that the Owners will incur substantially the same costs to prosecute their counterclaims even if the plaintiffs' claims or some of them were not to proceed.
- [48] I note as well that the practical effect of the order made immediately before these applications were heard, that the six related actions be tried at the same time, will result in a substantial reduction in the Owners' overall trial estimate and avoid potential embarrassment arising from inconsistent findings as among the six cases.
- [49] In my view, the plaintiffs' various claims and Owners' counterclaims in each action are all so intertwined that it would constitute an injustice to permit the Owners' counterclaims to proceed while potentially stifling or inhibiting the ability of the plaintiffs to pursue their claims.
- [50] I have concluded this is not an appropriate case to order the plaintiffs in any of the relevant applications to post security for costs.

Summary

[51] The Owners' application for security for costs in Action:

- a) M Square Development Ltd., S227009;
- b) Ready Construction Ltd., S227030;
- c) Newton Electrical Ltd., S227050;
- d) Green Star Enterprises Ltd., S227052; and
- e) Dulai Plumbing Heating & Renovation Ltd., S227053;

are all dismissed. The Owners will pay costs of this application to the plaintiffs based on one set to M Square and one set of units to the subcontractor plaintiffs collectively, but full disbursements for the application in each individual application.

[52] I direct that the formal order arising from these reasons be filed in the court file for each of the foregoing actions.

"Master Bilawich"

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