

CANADA / JUDGMENT

van Dishoeck v. Centre Stage Holdings Ltd.

2022 BCSC 1110

COURT

Supreme Court of British Columbia

DECIDED

4 July 2022

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

2022 BCSC 1110 van Dishoeck v. Centre Stage Holdings Ltd.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

van Dishoeck v. Centre Stage Holdings Ltd.,

2022 BCSC 1110

Date: 20220704

Docket: S171671

Registry: Victoria

Between:

Anthonie Ewout van Dishoeck and

Judith van Dishoeck

Plaintiffs

And:

Centre Stage Holdings Ltd.

Defendant

Before: The Honourable Mr. Justice Steeves

Reasons for Judgment

Counsel for the Plaintiffs:

M. J. Velletta

Counsel for the Defendant:

A. H. Sabur and L.M.A. Kotler

Place and Dates of Hearing:

Victoria, B.C.

January 19 and 21, 2022

Written Submissions Received:

May 18, 2022

May 31, 2022

June 3, 2022

Place and Date of Judgment:

Victoria, B.C.

July 4, 2022

A. INTRODUCTION

- [1] In the subject application, filed December 14, 2021, the plaintiffs apply to enforce a purported agreement to settle litigation.
- [2] A document was produced by counsel for the defendant and the plaintiffs say that it formed an enforceable agreement. The defendant accepts there was an intention to settle the litigation with that document but there is now disagreement over the essential terms. The defendant says the agreement is void or, in the alternative, the plaintiffs repudiated the settlement.
- [3] The essential terms of the purported agreement at issue here relate to a view corridor and a driveway. Four other items are agreed.

B. BACKGROUND

- [4] The plaintiffs and the defendant own adjacent properties on Gabriola Island, British Columbia. The plaintiffs purchased their property from the defendant as a retirement location in 2011. This is Lot 1. The defendant continues to own the adjacent land and this is Lot A. There is a corridor between the two lots that is, legally, part of Lot A, and the parties have adopted a surveyor's description of "setback" for this corridor.
- [5] The plaintiffs constructed a house on Lot 1. At the time there was apparently a friendly relationship between the parties and, in or about 2013, the plaintiffs rebuilt or constructed a logging road across Lot A (including the setback) for access to Lot 1. The road is an issue in this application. The plaintiffs also installed a generator and propane tank on the setback. In the subject application, the plaintiffs seek that a term about the tank and generator be confirmed but I am not otherwise deciding anything about those items.

- [6] In 2013 the parties entered into an agreement for the plaintiffs to purchase Lot A from the defendant. There were difficulties with the subdivision. These included the presence of Indigenous sites on the property and this alone was a significant problem, according to the defendant. The sale was to complete by October 2016 but it did not complete.
- [7] In February 2017 the defendant advised the plaintiffs that the agreement of purchase and sale for Lot A to them had expired without their lot being created. The plaintiffs commenced litigation in May 2017 and trial dates were ultimately set for February 2020 for 11 days. In very broad terms, the plaintiffs' claim was that there was a contract of purchase and sale and the defendant responded that there was only an option agreement.
- [8] While waiting for the trial dates the parties attempted to negotiate a settlement. Counsel for the defendant made the following offer to counsel for the plaintiffs by email on January 28, 2020, to be in exchange for a consent dismissal of the litigation and a mutual release:
1. CSH [the defendant] shall pay to the Plaintiffs the all-inclusive sum of \$100,000;
 2. Your clients shall agree to permit CSH at its own cost to relocate the end of the driveway in issue to an equivalent standard such that the entry from the road begins to the west of the well on Lot A (this is to ensure that: (a) the well is not inadvertently damaged; (b) the driveway does not have to be shared with Lot A; and (c) no further interaction between our clients over this issue will be necessary;
 3. CSH shall agree to an easement (in a form that is agreeable to counsel acting reasonably) to permit your client's driveway (as relocated), propane tank and generator to remain in place;
 4. CSH shall agree to extend the existing 6 m setback on the eastern lot line of Lot 1 by an additional 5 meters (for a total of 11 meters from the lot line);
 5. Within the setback area only, CSH shall agree to:
 1. preserve the vegetation;
 2. not to permit improvement/construction; and
 3. a mutual view corridor (ie. in favour of both your clients and CSH) on terms to be agreed upon without fail tomorrow between counsel, after your client has flagged and marked the appropriate spots for our consideration; and
 6. A five-year no-build covenant that would prohibit the construction of any residential dwelling (which is the only permitted construction under the zoning).
- [Emphasis added].
- [9] Counsel for the plaintiffs accepted this "in principle" but with some other conditions. Counsel for the defendant immediately wrote back and said "There is no agreement in principle. There is an agreement full stop." Counsel for the plaintiffs responded by saying "That was clearly the wrong choice of word on my part, and was not intended to undermine

our previous confirmation on the phone that we have an agreement. I confirm we have an agreement- as set out in your email last night [January 28]." In another email exchange on January 30, 2020 counsel for the plaintiffs said "We confirm this is all agreeable." On this basis the scheduled trial dates were adjourned.

- [10] On January 29, 2020, at the request of the defendant, the plaintiffs placed flags where they believed the view corridor (referenced in s. 5.3) should be. The flagging outlined a corridor extending from the setback into Lot A despite the wording in the draft document that the corridor would be "within the setback area only". As set out in an email on January 29, 2020 from counsel for the defendant to the plaintiffs the outline of the corridor was agreed:

My client has reviewed the flags and they are acceptable. They have taken photos and until we have the appropriate documentation we ask that your client leave the flags where they are. We'll need to delineate the specific lines in some way (i.e to make clear the three points of the triangle where cutting will be permitted within the setback area). I invite you to suggest how that can be accomplished and am cautiously optimistic that this will not be controversial.

- [11] The plaintiffs say that the six items in the January 28, 2020 email are an enforceable agreement between the parties. The defendant disagrees, taking the position that two material terms of the purported agreement, s. 2 and s. 5.3, were unclear. The driveway and mutual view corridor terms were critical to the parties' intentions when they purported to enter into an agreement. The other four terms were or are agreed upon.
- [12] There was some delay in formalizing the parties' agreement, including delay as a result of the COVID 19 pandemic. In March 2020 counsel for the plaintiffs sent draft documents to be filed in the land registry to counsel for the defendant. These were not filed. A document titled "Settlement Agreement" was prepared, probably by counsel for the plaintiffs. It was apparently intended to be signed in August 2020 but it was not signed.
- [13] In April 2020 counsel were still considering the documents needed to effect the settlement and were exchanging emails. In an email dated April 6, 2020 counsel for the defendant stated, among other things:

The flags are still up, so I don't expect this to be controversial. The material you have sent over the covenant makes references to two spikes. The settlement agreement calls for the view covenant to be documented in reference to the flags . Can you please confirm that the two spikes referred to in the material are in fact located on the same spot where the ribbons are currently placed. If you could please place ribbons on the spikes themselves that would be best so we can visually confirm ourselves.

- [14] Counsel for the defendant also said that "The view covenant was to be 'mutual' so the corresponding mirror on your client's property [the plaintiffs' property] should be included as well."

- [15] In an email dated April 20, 2020 counsel for the plaintiffs disputed a number of things. The idea of a mutual view corridor on the plaintiffs' property was rejected outright. Counsel said that there was "never any discussion of a view covenant over our client's property, and there is no such agreement." There was also a disagreement over the location of the driveway. The plaintiffs' concerns were set out in another email dated May 15, 2020.
- [16] On July 13, 2020 counsel for the plaintiffs wrote a letter to counsel for the defendant to say the January 29, 2020 agreement was enforceable and the defendant was in breach of it because it insisted on terms that are not part of the agreement and the defendant refused to comply with it. The defendant says that the plaintiffs repudiated the agreement.

C. ANALYSIS

- [17] As above the parties were in litigation about Lot A. On the eve of a trial they believed they had a settlement agreement and the trial dates were adjourned. The plaintiffs now say the agreement between the parties is enforceable. However, the defendant says it is vague and unenforceable as the parties were never ad idem in respect of two essential terms or, in the alternative, that the plaintiffs have repudiated the agreement.
- [18] The disagreement between the parties arises from the January 28, 2020 proposal from counsel for the defendant, whether there was an agreement and, if so, what were its terms? It may be recalled that six items were proposed as the basis of an agreement and initially both parties appeared to agree with them.
- [19] At issue are items 2 and 5.3 of the proposal, the driveway and the mutual view corridor terms.
- [20] I set out those items again:
1. ...
 2. Your clients shall agree to permit CSH at its own cost to relocate the end of the driveway in issue to an equivalent standard such that the entry from the road begins to the west of the well on Lot A (this is to ensure that: (a) the well is not inadvertently damaged; (b) the driveway does not have to be shared with Lot A; and (c) no further interaction between our clients over this issue will be necessary;
 3. ...
 4. ...
 5. Within the setback area only, CSH shall agree to:
 1. preserve the vegetation;
 2. not to permit improvement/construction; and

3. a mutual view corridor (ie. in favour of both your clients and CSH) on terms to be agreed upon without fail tomorrow between counsel, after your client has flagged and marked the appropriate spots for our consideration; and

6. ...

[Emphasis added].

[21] As a matter of law, there is no reason to treat an agreement between the parties to settle litigation between them any differently than any other contractual dispute. The factors to be considered include the following (*Kingsway General Insurance Co. v. Loughheed Enterprises Ltd.*, 2004 BCCA 421, at para. 10):

[10] the "court must search for an interpretation from the whole of the contract which promotes the true intent of the parties at the time they entered into the contract" (see *Brissette Estate v. Westbury Life Insurance Co.*; *Brissette Estate v. Crown Life Insurance Co.* [1992] 3 S.C.R. 87 and *Canadian Imperial Bank of Commerce v. Insurance Corp. of Ireland Ltd.* (1990) 51 B.C.L.R. (2d) 341 (B.C.C.A.)); that the plain meaning of the words used should be given effect unless it would bring about an unrealistic or commercially unreasonable result (see *Consolidated-Bathurst* at 901, quoted in *Eli Lilly v. Novopharm*, *supra*, at para. 52); that evidence of the factual background or setting of the contract known to the parties at or prior to the date of the contract may be considered even in the absence of an ambiguity (see *Acli Ltd. v. Cominco Ltd.* (1985) 61 B.C.L.R. 177 (B.C.C.A.) at 180, and *Ahluwalia v. Richmond Cabs Ltd.* (1995) 13 B.C.L.R. (3d) 93 (B.C.C.A.) at para. 14); that at the same time, the words of the contract "must not be overwhelmed by a contextual analysis" (see *Black Swan Gold Mines Ltd. v. Goldbelt Resources Ltd.* (1996) 25 B.C.L.R. (3d) 285 (B.C.C.A.) at 292, and *J.K. Expressions Jewellery Inc. v. Gerling Global General Insurance Co.* (2002) 164 B.C.A.C. 135, 2002 BCCA 86, at paras. 49-50); and that in cases of true ambiguity or doubt as to the meaning of the words used, the *contra proferentem* rule of interpretation may be applied (see *Monenco Ltd. v. Commonwealth Insurance Co.* [2001] 2 S.C.R. 699 at para. 31, and *Consolidated-Bathurst*, *supra*).

[22] In another decision the Court of Appeal has set out two questions to be considered. The first is whether, in all the circumstances, it would be clear to an objective and reasonable bystander that the parties intended to reach an agreement. If so, can the essential terms of the agreement be determined with a reasonable degree of certainty (*Kuo v. Kuo*, 2017 BCCA 245, at para. 38).

[23] It seems to me clear enough that both parties intended to reach an agreement to settle the litigation between them before trial. The defendant accepts this. It is also evident from communications from counsel for the defendant stating the six items in the January 28, 2020 was the agreement "full stop." This was in response to counsel for the plaintiffs saying that it was only an agreement in principle. The plaintiffs quickly agreed with the defendant that there was an agreement. Then the imminent trial dates were adjourned on this basis.

- [24] The difficulty here is with the second question to be posed: can the terms of the agreement between the parties be determined with a reasonable degree of certainty? The plaintiffs answer this with yes. The defendant says no (although it is accepted that there was an intention to enter into an agreement) and it also claims repudiation by the plaintiffs in the alternative.
- [25] With the above in mind, the following issues require consideration:
- (a) Some detailed information is required about the situation on the ground including the changes over time to Lot 1 and Lot A;
 - (b) Was there an enforceable agreement and, if so, what were its terms?
 - (c) Did either party repudiate the alleged agreement?
- (a) The situation on the ground
- [26] There are in evidence plans of Lot 1 and Lot A prepared by a surveyor. As above, Lot 1 is adjacent and to the west of Lot A. The plaintiffs are the owners of Lot 1, they purchased it from the defendant and they constructed a home there. The defendant is the owner of Lot A as well as other property to the east of Lot A. The plaintiffs developed a former logging road into a driveway for access to Lot 1 and it is mostly on Lot A. There is a suggestion that the plaintiffs always intended or wished to own Lot A.
- [27] On the surveyor's plans there is a corridor between Lot 1 and Lot A running the length of the north-south boundary of the two properties. The plan describes this as a "setback" and it is, legally, part of Lot A. By acquiescence or perhaps by an agreement (unidentified in the evidence) this was originally six metres wide and was intended as something of a buffer between the lots in order to give the plaintiffs some privacy protection. The plaintiffs placed a generator and a propane tank on the setback, about halfway down. Putting the generator and the propane tank on the setback does not appear to have been controversial at the time.
- [28] On the surveyor's plan the driveway at issue begins on Lot A, on the north end, it continues into that lot and then it curves to the west, at one point dipping a short distance south. It ultimately ends up at the plaintiffs' house on Lot 1, about halfway down the length of the two properties. There is an old well at the top of Lot A beside the roadway, originally just to the west of the driveway. It has not been used for some time and the plaintiffs say that the authorities require that it be decommissioned.
- [29] As above, the defendant's offer of January 28, 2020 proposed extending the corridor between Lot 1 and Lot A by five metres to a total of eleven metres wide. The defendant also offered to "relocate the end of the driveway" in order that the well would not be "inadvertently damaged", among other reasons. Also, as set out in the email of January 29, 2020 from counsel for the defendant, there was agreement on the outline of a corridor extending from the setback and into Lot A. However, the purported agreement between the parties says that the corridor will be "[w]ithin the setback area only." This is discussed below.

- [30] On September 26, 2020 the defendant constructed a new driveway on Lot A. The end of the driveway (off the public road on the north side of Lot A) is now west of the well and just east of the 11-metre setback. It is now a straight line north to south, parallel to the setback, and then it takes a sharp turn west to the plaintiffs' house (it may now have a fork southeast into Lot A as well). The plaintiffs say they had no knowledge of this change to the driveway until the equipment showed up to make the change. They say they objected to it at the time but their objection was ignored. They say the new driveway was done unilaterally by the defendant without their consent. The defendant says the plaintiffs agreed to it on site.
- [31] I turn now to the question of whether the parties reached an enforceable agreement.
- (b) Was there an enforceable agreement and, if so, what were its terms?
- [32] Having concluded that the parties intended to be bound by an agreement, as described in Kuo, the second question here is whether the essential terms of the agreement can be determined with a reasonable degree of certainty. I note that there is a strong public interest in favour of resolving lawsuits by agreement (Kuo, para. 37).
- [33] In summary, the parties agree that they intended to contract. They also agree that the view corridor (to the benefit of the plaintiffs) and the driveway are essential to any agreement between the parties. They disagree about whether there was agreement about the essential terms of the agreement (and the plaintiffs dispute any "mutual" corridor over Lot 1 to the benefit of the defendant).
- [34] In my view there are some problems with the terms of the purported agreement of January 28, 2020 with respect to the certainty of the view corridor that the plaintiffs seek. I am also of the view that there was not a meeting of the minds with respect to that issue. This provision was essential for both parties and, even though there was sufficient certainty with respect to the driveway, I conclude that the agreement as a whole cannot stand. My reasons follow.
- [35] With respect to the view corridor, I set out again that draft term:
5. Within the setback area only, CSH shall agree to:
 3. a mutual view corridor (ie. in favour of both your clients and CSH) on terms to be agreed upon without fail tomorrow between counsel, after your client has flagged and marked the appropriate spots for our consideration; and
- [Emphasis added].
- [36] As can be seen, there was agreement on the idea of a view corridor but not its terms or any details. Agreement on those matters was to be made the next day after the plaintiffs flagged the appropriate spots. Counsel for the plaintiffs replied that they would get back to the defendant's counsel "... shortly regarding nailing down the particulars of the view corridor."

[37] The plaintiffs promptly placed the flags on their idea of the corridor through the setback and across into Lot A. The next day (January 29, 2020) counsel for the defendant wrote the following email:

My client has reviewed the flags and they are acceptable. They have taken photos and until we have the appropriate documentation we ask that your client leave the flags where they are. We'll need to delineate the specific lines in some way (i.e to make clear the three points of the triangle where cutting will be permitted within the setback area). I invite you to suggest how that can be accomplished and am cautiously optimistic that this will not be controversial.

...

Once we have consensus on the foregoing, we can proceed to notify the registry that the trial date can be released.

...

[Emphasis added.]

[38] At this point the plaintiffs' flagging was agreeable to the defendant but delineating the specific lines was not. There was some optimism that the lines would not be controversial but the defendant required "consensus" on them before adjourning the trial.

[39] While the plaintiffs characterize correspondence between the parties on January 29 and 30, 2020 as being about "the mechanics of completing the settlement", as I read the situation at the time, the necessary terms of the view corridor remained uncertain. This is a problem because without the delineation of the specific lines an objective observer could not determine with a reasonable degree of certainty what the mutual view corridor entailed. The parties agreed to delineate the lines of the corridor but they never reached that agreement. There was no more than cautious optimism that those boundaries would not be controversial. I accept that the plaintiffs' flagging provided an outline of the corridor, but, as an objective observer, I am unable to determine the specific boundaries of the corridor with a reasonable degree of certainty. Despite the agreement to adjourn the imminent trial there remained uncertainty about the view corridor.

[40] There is another problem with the purported agreement about the view corridor.

[41] As above, despite the language of the draft document, the parties agreed on an outline of the view corridor (but not the actual details) beginning in the setback and then extending into Lot A. In fact the defendant participated in flagging the corridor outside the setback and the extension of the corridor into Lot A is shown on a surveyor's plan dated June 26, 2020. However, this was contrary to the actual wording of the January 28, 2020 proposal. As above, it clearly states that the corridor would be "within the setback area only" and I can find no reference in the draft to the corridor extending into Lot A.

- [42] This is not a matter of applying an alternate interpretation of the draft agreement but a plain reading of the draft. The use of "only" by the parties demonstrates a clear limitation on the scope of the corridor so that it is only within the setback. Put another way, it would be a significant error to interpret the agreement so that the corridor extends beyond the setback and into Lot A. I accept the plaintiffs' point that the defendant was complicit in extending into Lot A beyond the setback by, for example, putting their flag on Lot A to mark the corridor. However, the wording of the agreement itself remains.
- [43] In the result the parties clearly had a very different idea of the corridor than what is describes in their draft. I am not persuaded that there was a meeting of the minds as to whether the corridor was only within the setback, as the draft agreement says, or whether it was within the setback and also extended into Lot A. While either could have been agreed, when presented together they are in conflict and support a finding of uncertainty.
- [44] In a memorandum to counsel dated March 30, 2022 I requested submissions on whether reliance by the parties on the term "Within the set-back area only" could qualify as a common, mutual or unilateral mistake as neither party addressed this discrepancy between the wording of the agreement and their respective positions in their submissions. Having considered their submissions on this point, I find that the doctrine of mistake is not engaged. I find that both parties interpreted the term in a manner that ignored the actual words of the document which confirms the uncertainty of this essential term and the parties' lack of consensus generally.
- [45] Turning to the driveway, the provision in the draft agreement of January 28, 2020 is as follows (reproduced as written):
2. Your clients [the plaintiffs] shall agree to permit CSH [the defendant] at its own cost to relocate the end of the driveway in issue to an equivalent standard such that the entry from the road begins to the west of the well on Lot A (this is to ensure that: (a) the well is not inadvertently damaged; (b) the driveway does not have to be shared with Lot A; and (c) no further interaction between our clients over this issue will be necessary;
- [46] As above, the defendant has now relocated the entire driveway. It says the plaintiffs gave their agreement to the new driveway when the equipment arrived. The defendant's evidence on this is at best ambiguous. The plaintiffs' evidence is that that they were surprised by the arrival of the equipment and the defendant does not challenge that evidence. The plaintiffs also say that they specifically opposed the construction of the new driveway and said that to the defendant on the site at the time. I conclude that the plaintiffs did not agree to the construction of the new driveway and the defendant did it unilaterally.
- [47] In any event, I find that the driveway relocation term can be determined with a reasonable degree of certainty. The plaintiffs say that the agreement goes no further than permitting the defendant to relocate the entry of the driveway. The significance of this is that, according to the plaintiffs, the defendant cannot relocate the entire driveway (which they have done). As can be readily seen, the applicable provision of the agreement relates to only the "end of

the driveway" and the "entry from the road." The driveway relocation term says explicitly that the plaintiffs were "to permit CSH [the defendant] at its own cost to relocate the end of the driveway in issue" [emphasis added]. As can be seen the only reference is to the entry, not the entire driveway. I am unable to agree with the plaintiffs that the draft says the defendant cannot change the non-entry parts of the driveway.

- [48] The term in dispute also clearly requires the defendant to ensure "the driveway does not have to be shared with Lot A." I do not agree with the defendant that there is somehow a difference between the end of the driveway and its entry onto Lot A for the purposes of the agreement in dispute. Nor can I find anything in the wording of that term that requires the defendant to decommission the well beside the entry of the driveway, as urged by the plaintiffs. On the other hand, I agree with the plaintiffs that the defendant could not relocate the entry point as it sees fit. The wording quite specifically sets out what the defendant could do with the driveway.
- [49] With the above in mind and looking at the purported agreement as a whole, I am required to search for an interpretation from the whole of the contract which promotes the true intent of the parties at the time they entered into the contract" (Brissette Estate). In addition there must be consensus on all the essential elements of any agreement (Kuo).
- [50] As above, I accept that the driveway term can be determined with a reasonable degree of certainty by an objective observer. But the parties were not *ad idem* as to the mutual view corridor and their idea of the scope of the corridor does not accord with the draft. They had, at best, an ambiguous agreement to agree but the necessary details of the mutual view corridor remained uncertain. Despite the public interest in favour of promoting settlement, I find that the parties' true intent cannot be determined with the required level of confidence.
- [51] It is also clear from the evidence and the wording of the draft that there was give and take between the parties using all of the issues in the document. The objective was to settle all of those issues. In my view, it would be artificial and inconsistent with the intent of the draft document to sever the view corridor provision of the document, so that it remained unresolved, but confirm the rest of it.
- [52] The plaintiffs emphasize that the defendant's counsel drafted the January 28, 2020 settlement terms and clearly intended the terms to be enforceable until they took the position on this application that no enforceable agreement was ever reached. The plaintiffs also say, at least with respect to the view corridor, any problems in applying the draft agreement arise because of the defendant's "choice of wording." While *contra proferentem* may be applied in cases of doubt as to the meaning of the words used, the rule does not assist me in this case because the alleged mutual view corridor term is ambiguous and incomplete. The negotiations between the parties as to the view corridor in the months following the January 28, 2020 email illustrate that there were significant hurdles yet to overcome in respect of this term and a final agreement was never formed.

[53] I am unable to find that the parties reached agreement on all of the essential terms in the January 28, 2020 draft agreement with the result I find they did not reach an agreement.

(c) Repudiation

[54] Both parties alleged repudiation of the agreement against the other, the defendant's argument being in the alternative.

[55] As I have found that the parties never reached consensus ad idem on an essential term of the alleged agreement it is unnecessary to address the question of repudiation.

D. SUMMARY

[56] The plaintiffs seek orders enforcing what they say is a binding agreement reached on January 28, 2020. The defendant says there was no agreement. The issues of a view corridor and a driveway are essential, contested terms for the parties. Four other items are agreed.

[57] It is agreed that the parties intended to form a contract but there is a dispute whether they achieved that result.

[58] I cannot determine the mutual view corridor term with any reasonable degree of certainty and there was no meeting of the minds on this issue. This was clearly an essential term of the settlement for each party. This essential term of the purported contract cannot be determined with a reasonable degree of certainty and no enforceable agreement was ever reached.

[59] There is sufficient certainty in the document about the driveway. But severing the view corridor issue for the driveway issue would be inconsistent with the parties' intention to settle all issues in dispute and their respective interests in favouring one item over another. As can be seen above, the issues in this application resulted, in part, from both parties misreading the January 28, 2020 draft agreement about the view corridor. As well, both parties participated in the idea of the view corridor extending into Lot A, contrary to the draft agreement. Neither party will have its costs against the other.

"J. J. Steeves, J."

The Honourable Mr. Justice Steeves

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/22/11/2022BCSC1110.htm>

CASE PAGE <https://chat.esheria.ai/case-law/canada/van-dishoeck-v-centre-stage-holdings-ltd-2022>

Prepared on 26 October 2026 · Esheria