ONTARIO

JUSTICIA

SUPERIOR COURT OF JUSTICE · SMALL CLAIMS COURT · COUR DES PETITES CRÉANCES DE · COUR SUPÉRIEURE DE JUSTICE

ONTARIO SUPERIOR COURT OF JUSTICE
SMALL CLAIMS COURT

Richmond Hill

ORDER OF THE COURT

Claim No. SC-25-00001703-0000

B E T W E E N

NATIONAL BANK OF CANADA

Plaintiff(s)

and

GREEN STAR AUTO COLLISION INC.

Defendants(s)

BEFORE: Deputy Judge PIKKOV

HELD BY: ☐ In person ☒ Videoconference ☐ Teleconference ☐ In writing ☐ Hybrid

DATE: October 01, 2025 at 09:30am

EVENT TYPE: Motion on notice

APPEARING: (Names, emails, and phone numbers)

Plaintiff(s): NATIONAL BANK OF CANADA — Present ☐

Representative: MICHELLE JAMES (james@phmlaw.com) (416-601-2010) — Present ☑

Defendant(s): GREEN STAR AUTO COLLISION INC. (VANESSA@GREENSTARAUTOCOLLISION.COM)(905-761-6789) — Present ☑

Representative: — Present ☐

Vanessa Maruzo = administrator

Claim No. SC-25-00001703-0000

ORDER OF THE COURT

On *October 01, 2025* a hearing was held in the above matter and the following order was made:

See ENDORSEMENT - SCHEDULE "A" attached

DJ Mart A Pikkov

Digitally signed by DJ Mart A Pikkov
DN: cn=DJ Mart A Pikkov, o=Intario Superior Court of Justice, ou=Small Claims Court - Central East Judicial District, email=Mart.Pikkov@scj-csj.ca, c=CA
Date: 2025.10.02 00:11:46 -04'00'

October 1, 2025
______________________________, 20___
Date

____
Signature of Judicial Official

DJ M Pikkov

ENDORSEMENT - SCHEDULE "A"

1. The circumstances of this Application made under s. 23 of the RSLA are somewhat unusual. Applicant is a Quebec based financial institution that financed the purchase of a motor vehicle by a "Customer" (who is not a party to this proceeding) in November of 2023. Title to the vehicle was registered to the Applicant pursuant to a PMSI that was registered against the Customer and Vehicle under the PPSA. Customer defaulted on the loan payments about August of 2024. In April of 2025 Applicant engaged an Ontario law firm to to enforce the security interest. On May 2 of 2025 that law firm sent a demand letter to the Customer by registered mail. Within a week they received a Notice of Intention to Sell under s 15 of the RSLA issued by the Respondent herein on May 7, 2025.

2. Unbeknownst to the Applicant, the motor vehicle had apparently been in an accident in April of 2024. (Applicant states that they have no verification of this alleged incident). It was towed to the Respondent's facility and repaired by the Respondent, with repair and towing charges apparently paid for by the motor vehicle insurer by the end of May of 2024. (Again, applicant has no verification of such payment). The Customer, for unknown reasons, never picked up the motor vehicle. It is unclear if there were outstanding charges at that time, however storage of the motor vehicle, and various administrative functions began generating additional charges from May of 2024.

3. The Notice of Intent to Sell issued May 7, 2025 alleged the following debts: Administration $800.00; Bailiff fees $700.00; Vehicle repositioning $750.00; Storage (15 days @ $65-) $975.00; and HST $419.25 to a total of $3,644.25.

4. When Applicant challenged the propriety of those charges, Respondent sent them a copy of a "Work Order" dated April 3, 2024, apparently signed by the Customer, allegedly authorizing the storage and administration charges.

5. Applicant challenges the sufficiency of the "Authorization" firstly on the grounds that as it is worded, it only states that the Customer "accepts" such charges, as opposed to "authorizing" them, as it does for the bodyshop and towing charges. Secondly those possibly "accepted" charges are not in compliance with the prescribed provisions of the Towing and Storage Safety and Enforcement Act, 2021 ("TSSEA") - specifically s. 23 of the Act and sections. 33 and 36 of the General Regulation promulgated pursuant to the TSSEA (O.Reg 167/23) as it was in April 2024 (and later).

6. Respondent made a variety of submissions of a factual nature that were interesting. Amongst them: They attempted to contact Applicant several times by telephone beginning February of 2025 after the vehicle insurer advised that they were no longer involved since the policy was canceled June of 2024 and after they had obtained the service Ontario used vehicle package from which they learned that Applicant was "owner" of the vehicle. That the Ministry of Transportation had advised them that the TSSEA was new legislation and that its provisions were not being strictly enforced.

7. None of these assertions were supported by documentary or affidavit evidence and I am not sure they would have been helpful had they been. Respondent has been less than fully forthcoming to Applicant with respect to the repair contract and it appears that their claims to compensation for storage and administrative fees have varied.

8. There are inconsistencies and loose ends on either side - as a historian trying to piece together a sensible narrative I would have loved to heard from the Customer and the Insurer, but as a judge I cannot compel the parties to produce evidence in order to satisfy my own curiosity. I must also observe that neither the RSLA or the Rules of the Small Claims Court makes any prescription respecting the procedures to be followed in s23 Applications under the RSLA.

9. As I attempted to explain, the tools available to the Court in determining questions such as these are blunt. If the parties cannot agree to work together on a compromise the Court often has no choice but to impose an either/or result.

10. This is such a case. I find that Respondent does not have any lien arising from the RSLA because the provisions of the TSSEA they did not have any enforceable debt owing to them on account of storage or administrative fees.

11. I am therefore ordering that the Respondent to forthwith release the motor vehicle to the Applicant without charge and without any registered lien claim. In the event Respondent has registered a lien claim pursuant to the RSLA Respondent is to Discharge it immediately.

12. The Respondent shall also pay the Applicants costs of this Application, hereby fixed in the sum of $1,202.00.

13. I will also make it explicitly clear that this Order is made without prejudice to any legal causes of action that are not encompassed by Part IV of the RSLA.